



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2016/013
Short name	FMG - Kariyarra Land Access ILUA
ILUA type	Area Agreement
Date registered	08/03/2018
State/territory	Western Australia
Local government region	Shire of East Pilbara, City of Karratha, Town of Port Hedland

Description of the area covered by the agreement

Appendix 5 of the application for registration contains a written description of the agreement area, which states that:

The agreement area is the area of land and waters which, as at the date of this application for registration of an area agreement, are covered by any one or more of:

1. native title determination application having Federal Court number WAD6169/1998 (TR (dec) & Ors v State of Western Australia & Ors (Kariyarra People)); and
2. native title determination application having Federal Court number WAD232/2009 (TR (dec) & Ors v State of Western Australia & Ors (Kariyarra-Pipingarra)); and
3. native title determination application having Federal Court number WAD47/2014 (Cyril Gordon & Ors v State of Western Australia (Kariyarra-Abydos)).

[A map of the agreement area is contained in Appendix 6 of the agreement. A copy of Appendix 5 and Appendix 6 are attached to this register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement covers about 17,354 sq km in the vicinity of Port Hedland, approximately 70 km east of Roebourne.]

Parties to agreement

Applicant

Party name	Chichester Metals Pty Ltd (formerly FMG Chichester Pty Ltd)
Contact address	c/- Green Legal GPO Box 2522 Perth WA 6001

Other Parties

Party name	Fortescue Metals Group Ltd
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Contact address c/- Green Legal
GPO Box 2522
Perth WA 6001

Party name The Pilbara Infrastructure Pty Ltd

Contact address c/- Green Legal
GPO Box 2522
Perth WA 6001

Party name Cyril Gordon, Kerry Robinson and Donny Wilson for and on behalf
of the Kariyarra People

Contact address c/- Yamatji Marlpa Aboriginal Corporation
PO Box 3072
249 Hay Street
East Perth WA 6892

Period in which the agreement will operate

Start date not specified

End date not specified

3.1 This Agreement commences upon being executed by the Parties.

3.2 The Agreement continues for the life of the Project.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

4.1 The Kariyarra People consent to the grant and renewal of all Project Tenure.

6.3 Notwithstanding any other provision of this Agreement:

(1) for the purposes of s 24EB(1)(b) of the NTA [Native Title Act 1993 (Cth)], the parties state that they consent to the grant and renewal of all Project Tenure; and

(2) for the purposes of s 24EB(1)(c) of the NTA, the parties state that if apart from Subdivision E of Division 3 of Part 2 of the NTA, the grant or renewal of any Project Tenure would be an act to which Subdivision P of Division 3 of Part 2 of the NTA would apply, then Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply, including where notice of the act has been given in accordance with s 29 of the NTA prior to the registration of this Agreement on the Register of Indigenous Land Use Agreements;

Definitions:

“Ancillary Licence” means:

(a) any miscellaneous licence under the Mining Act [Mining Act 1978 (WA) and Mining Regulations 1981 (WA)], any petroleum pipeline licence under, and any easement required for the purposes of, the Petroleum Pipelines Act 1969; and

(b) any tenure under the Land Administration Act 1997; and

(c) any authority issued under the Rights in Water and Irrigation Act 1914 (WA) to interfere with the beds and banks of a watercourse,

that may from time to time be applied for by, or granted to, or acquired by FMG and which relates wholly or partly to the Agreement Area.

“Exploration Licence” means any:

(a) exploration licence or prospecting licence wholly or partly within the Agreement Area:

- (i) which FMG holds as at the date of this Agreement; or
 - (ii) which is listed in Schedule A or;
 - (iii) which may from time to time, including for the time being, be applied for by, or granted to, FMG; or
- (b) legal or equitable interest in any exploration licence or prospecting licence wholly or partly within the Agreement Area, which FMG acquires after the date of this Agreement, but strictly only to the extent of that interest; or
- (c) renewal, extension or grant of any of the above.

“FMG Mining Operations” means the conduct of:

(a) Mining Operations by FMG within the Agreement Area for the purposes of, or in connection with, the extraction of Minerals, including without limitation:

- (i) Mining Operations in the Agreement Area;
 - (ii) the processing, extraction and commercial sale of Minerals;
 - (iii) the construction, maintenance development or installation of plant, facilities and infrastructure;
 - (iv) mine development and other earth-moving or earth-disturbing activities; and
 - (v) all other activities which FMG considers necessary, incidental or conducive to the extraction of Minerals from within the Mining Tenure; and
- (b) Exploration by FMG within the land and waters the subject of the Exploration Licences;

“Mining Lease” means any:

(a) Mining Tenement (not being an Exploration Licence or an Ancillary Licence) wholly or partly within the Agreement Area:

- (i) which FMG holds as at the date of this Agreement; or
 - (ii) which is listed in Schedule A; or
 - (iii) which may from time to time, including for the time being, be applied for by, or granted to, FMG; or
- (b) legal or equitable interest in any Mining Tenement (not being an Exploration Licence or an Ancillary Licence) wholly or partly within the Agreement Area, which FMG acquires after the date of this Agreement, but strictly only to the extent of that interest; or
- (c) any renewal, extension or grant of any of the above.

“Mining Tenure” means any:

- (a) Exploration Licence;
- (b) Ancillary Licence;
- (c) Mining Lease; and
- (d) Water Extraction Authority,

that FMG acting reasonably may consider necessary or desirable for FMG Mining Operations, and includes any part or parts thereof.

“Port Infrastructure” means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable for the operation of a port.

“Port Tenure” means such present and future tenure within the Agreement Area as may be necessary or desirable for the construction and operation of the Port Infrastructure.

“Project Tenure” means the:

- (a) Railway Tenure;
- (b) Port Tenure; and
- (c) Mining Tenure;

“Railway Infrastructure” means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable to operate a railway to the Port Infrastructure.

“Railway Tenure” means such tenure within the Agreement Area as may be necessary or desirable to construct or operate the Railway Infrastructure.

“Water Extraction Authority” means a permit or other authority issued under the Rights in Water and Irrigation Act 1914 (WA), or issued under any other Statute to extract or interfere with the natural flow of surface or subterranean water.

Attachments to the entry

[Appendix 5 Complete description of the agreement area.pdf](#)

[Appendix 6 Map of the agreement area showing geographic coordinates.pdf](#)