



Extract from Register of Indigenous Land Use Agreements

| | |
|--------------------------------|---------------------------------|
| NNTT number | WI2002/003 |
| Short name | Argyle Diamonds |
| ILUA type | Area Agreement |
| Date registered | 08/04/2005 |
| State/territory | Western Australia |
| Local government region | Shire of Wyndham-East Kimberley |

Description of the area covered by the agreement

The agreement area of about 797.5 square kilometres is located approximately 100 km south west of Kununurra and comprises the Granted Argyle Interests excluding that portion of Mining Lease 80/42 which is within the area of land and waters the subject of a native title determination in the State of Western Australia v Ward (WAG6001/1995). A map of the agreement area as at the Commencement Date is set out in Schedule 2.

Schedule 2 describes the agreement area as at the Commencement Date and comprises the area of land and waters in

- (a) the Grazing Lease;
- (b) Mining Lease 259SA granted under the Mining Act pursuant to the Diamond Act;
- (c) Mining Leases 80/42, 80/43, 80/44, 80/45 and 80/114 granted under the Mining Act; and
- (d) Miscellaneous Licences 80/1, 80/11, 80/24 and 80/26 granted under the Mining Act;

For the avoidance of doubt the agreement area includes the land comprised within LGE H/603415 and Reserve 41271, as set out in the map included in this schedule, but does not include Reserve 46647 or that portion of Mining Lease 80/42 which native title was determined to exist in State of Western Australia v Ward (WAG6001/1995).

The "Grazing Lease" is also described in Clause 20 - Dictionary and means grazing lease 3116/8547 also identified as LGEI/154304 held by Argyle and granted on 3 February 1986 under section 116 of the Land Act 1933 and clause 24 of the Diamond Act;

The map of the ILUA Agreement Area is attached to this register extract.

Parties to agreement

Applicant

| | |
|------------------------|--|
| Party name | Argyle Diamonds Limited (ABN 36 009 102 621) AND Argyle Diamond Mines Pty Limited (ABN 52 008 912 418) |
| Contact address | 2 Kings Park Road West Perth WA 6005 |

Other Parties

| | |
|------------------------|---|
| Party name | Ben Ward, Ruth Ward and Marjorie Brown on their own behalf, and on behalf of the Bilbidjing estate group, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area |
| Contact address | C/- the Kimberley Land Council Aboriginal Corporation 36 Pembroke Street Broome WA 6725 |

Party name Churchill Cann, Nancy Nodea and Maggie John on their own behalf, and on behalf of the Yunurr/Yalangga estate group, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Party name George Dixon, Evelyn Hall and Patsy Hall on their own behalf, and on behalf of the Mandangala/Tiltuwam estate group comprised of the Toby, Dixon, Hall and Curtin families, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Party name Goody Barrett, Chocolate Thomas, Lena Nyadbi, Madigan Thomas, Larry Thomas and Norman Thomas on their own behalf, and on behalf of the Mandangala/Tiltuwam estate group comprised of the Thomas and Barrett families, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Party name Nancy Dilyai, Phyllis Ningamarra and [name withheld for cultural reasons] on their own behalf, and on behalf of the Balaburr estate group, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Party name Peggy Patrick, Mona Ramsay, Ronnie Ramsey, Fred Timms and Clancy Patrick on their own behalf, and on behalf of the Neminuwarlin estate group, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Party name The Kimberley Land Council Aboriginal Corporation

Contact address 36 Pembroke Street
Broome WA 6725

Party name Una Morgan, Frank Sampi, Morton Moore, Tiger Moore and Charlie Martin on their own behalf, and on behalf of the Dundun estate group, and on behalf of all other Miriwung, Gidga, Wularr and Malgnin people who have Traditional Rights in the Agreement Area

Contact address C/- the Kimberley Land Council Aboriginal Corporation
36 Pembroke Street
Broome WA 6725

Period in which the agreement will operate

Start date 23/09/2004

End Date not specified

The agreement will operate from the execution of the agreement until the closure of the Argyle Diamond Mine

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

Clause 3 - Consent to and support for mining

3.2 The parties consent to, support, and will not object to Argyle conducting the Argyle Operations, including:

- (a) Open Pit Mining Operations;
- (b) the Exploratory Decline;
- (c) Underground Mining;
- (d) Future Mining Activities;
- (e) Future Exploration Activities;
- (f) all things necessary, conducive and incidental to the conduct of or in connection with the matters set out in (a) to (e);

subject to clause 3.3

3.3 the parties' consent to Future Mining Activities and Future Exploration Activities under clause 3.2(d) and (e) is subject to Argyle's compliance with:

- (a) the Law;
- (b) this agreement; and
- (c) those Management Plans (or part thereof) which relate to Future Mining Activities and Future Exploration Activities and which are listed in Schedule 3.

3.5 The parties consent to, support and will not object to the grant and renewal, as relevant, of each Argyle Interest necessary or incidental to the conduct of the Argyle Operations, provided that Argyle complies with this agreement.

3.7 The parties agree that:

- (a) the consents set out in this clause 3 constitute:
 - (1) statements for the purposes of s24EB of the NTA; and
 - (2) all consents relevant to the doing of Future Acts necessary or incidental to the conduct of Argyle Operations; and
- (b) Subdivision P of the NTA does not apply to those Future Acts.

Clause 7 - Grazing Lease

7.3 For the avoidance of doubt, the consents of the parties under clause 3 includes the parties' consent to the grant of the Replacement Lease.

[the term "Replacement Lease" is defined in clause 20 as meaning a lease granted to Argyle under clause 7. Clause 7 of the agreement deals with the surrender and grant of a replacement lease to be held on trust by Argyle for the Traditional Owners.]

7.6 The parties agree that:

- (a) the consents and procedures set out in this clause 7, including the consent of the parties to the grant of the Replacement Lease constitute:
 - ...(2) all consents and procedures relevant to the grant of the Replacement Lease and the doing of Future Acts necessary or incidental to the grant of the Replacement Lease; and
- (b) Subdivision P of the NTA does not apply to those Future Acts.

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

Attachments to the entry

[WI2002_003_Schedule 2 - Map of Agreement Area.pdf](#)