



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2012/009
Short name	Lake Disappointment Project Mining and Indigenous Land Use Agreement
ILUA type	Body Corporate
Date registered	21/12/2012
State/territory	Western Australia
Local government region	Shire of East Pilbara, Shire of Ngaanyatjarraku, Shire of Wiluna

Description of the area covered by the agreement

Appendix 3 of the application to register the agreement describes the agreement area as covering the determination area (as defined in the Determination of Native Title in James on behalf of the Martu People v State of Western Australia [2002] FCA 1208), excluding the Shared Area (as defined in that Determination).

[A map of the agreement area is contained in Appendix 3 of the application. Copies of Appendix 3 and of the Determination 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 area subject to this agreement covers about 130,700 sq km, is located south of Broome and east of Newman and covers part of the Great and Little Sandy Deserts and the Gibson Desert.]

Parties to agreement

Applicant

Party name	Holocene Pty Ltd
Contact address	c/- Green Legal GPO Box 2522 Perth WA 6001

Other Parties

Party name	Reward Minerals Limited
Contact address	c/- Green Legal GPO Box 2522 Perth WA 6001

Party name	Western Desert Lands Aboriginal Corporation (Jamukurnu-Yapalikunu) RNTBC
Contact address	4 Clive Street West Perth WA 6005

Period in which the agreement will operate

Start date not specified

End Date not specified

3.1(1) Subject to clause 3.1(2), this agreement commences on and from the Commencement Date [23 December 2011].

(2) Notwithstanding the terms of those clauses, clauses 6, 13, 14.1(2), 14.2, 16.1(2), 17, 18, 19, 20, 22, 23 and 31 take effect only on and from the Confirmation Date.

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

6.2(1) Notwithstanding any other provision of this agreement, for the purposes of section 24EB(1)(b) of the NTA, the Parties state that they consent to the grant and renewal of any and all:

- (a) Pending Exploration Licences;
- (b) Future Titles; and
- (c) Mining Tenements, easements and licences under clause 20.

6.2(2) For the purposes of section 24EB(1)(c) of the NTA, if this agreement is registered on the Register of Indigenous Land Use Agreements, then notwithstanding anything else in this agreement, while this agreement is registered on the Register of Indigenous Land Use Agreements, Part 2 Division 3 Subdivision P of the NTA is not intended to apply to:

- (a) the grant or renewal of any Pending Exploration Licence or Future Title which is an act to which Part 2 Division 3 Subdivision P of the NTA would, apart from this agreement, apply; and
- (b) any act done under clause 20 which is an act to which Part 2 of Division 3 Subdivision P of the NTA would, apart from this agreement, apply.

6.2(3) For the purposes of section 24EBA(1)(a)(i) of the NTA, the Parties agree to the validating of the Existing Exploration Licences if and to the extent that they have been done invalidly.

13.1(1) The Parties consent and agree to:

- (a) the grant of Future Titles; and
- (b) the regrant, extension of term or renewal of the Future Titles; and
- (c) the holder of Future Titles (once granted) exercising its rights and discharging its obligations under each title including, to the extent permitted by Law and under this agreement, the conduct of prospecting, exploration, feasibility studies and Mining Operations on the title.

14.1(2) Without limiting clause 14.1, the Parties consent and agree to:

- (a) the regrant, extension of the term, or the renewal of the Existing Exploration Licences in accordance with the Mining Act [1978 (WA)]; and
- (b) the grant to Holocene, regrant, extension of the term or renewal of prospecting licences or other exploration licences within the Project Area in accordance with the Mining Act; and
- (c) the grant to Holocene, regrant, extension of the term and renewal of retention leases within the area the subject of the Existing Exploration Licences in accordance with the Mining Act; and
- (d) Holocene exercising its rights and discharging its obligations under any such prospecting licences, other exploration licences or retention leases within the Project Area, subject to the terms of this agreement.

14.2(2) Without limiting clause 13, the Parties consent and agree to:

- (a) the grant of the Pending Exploration Licences; and
- (b) the regrant, extension of term or renewal of the Pending Exploration Licences; and
- (c) the holder of the Pending Exploration Licences (once granted) exercising its rights and discharging its obligations under the tenement, including without limitation the conduct of exploration for minerals and water on the tenement, subject to the terms of this agreement.

20.1(1) Subject to:

- (a) any requirement under the Mining Act that Holocene obtain a Mining Tenement;
- (b) any other applicable Law;
- (c) clause 20.1(3); and
- (d) the terms of this agreement,

the Martu People and WDLAC [Western Desert Lands Aboriginal Corporation] agree that Holocene may do, and they will not prevent Holocene from doing, any of the following:

- (e) exercise any right or liberty (including under the Martu Determination or pursuant to an Existing Exploration Licence, Pending Exploration Licence or other Future Title) to access and move about within the Project Area, Ancillary Tenure Area and Access Area via existing roads and tracks (including the Talawana Track, Telfer to Talawana Track Access Road and the Telfer Road) and maintain those roads and tracks;
- (f) upgrade and widen (including minor changes to the route of) the Talawana Track and the Telfer to Talawana Track Access Road, within the Access Area;
- (g) to the extent that part of the Talawana Track is within, or within 500 metres of, Crown Reserve 34607, to create a diversion road within the Access Area to bypass that part of the Talawana Track that is within Crown Reserve 34607;
- (h) establish and use (which includes extracting soil, limestone, rock, gravel, shale, sand, clay or water from) any borrow pit, well or bore within the Project Area, Ancillary Tenure Area or Access Area,

for the purposes of or incidental to exploration, investigation, conduct of feasibility studies, construction, maintenance and operation of the Lake Disappointment Project.

20.1(2) Subject to the Mining Act, any other applicable Law, clause 20.1(3) and the other terms of this agreement, WDLAC and the Martu People grant to Holocene (including its officers, employees, agents and contractors) a contractual licence to do any of the things referred to in clause 20.1(1), for a term of 20 years from the Commencement Date. To the extent of any inconsistency between this licence and the native title rights and interests in the Martu Determination Area, this licence prevails.

20.2(1) Without limiting clause 13, the Parties consent and agree to:

(a) the grant to Holocene of Mining Tenements, licences and easements under the Land Administration Act 1997 (WA) and licences under the Rights in Water and Irrigation Act 1914 (WA), within the Ancillary Tenure Area and the Access Area which authorise:

(i) the upgrading and widening (including minor changes to the route of) the Talawana Track and the Telfer to Talawana Track Access Road;

(ii) a diversion road within the Access Area to bypass that part of the Talawana Track that is within Crown Reserve 34607;

(iii) the establishment and use [of] (which includes extracting soil, limestone, rock, gravel, shale, sand, clay or water from) any borrow pit, well or bore; and

(iv) the transport or conveying of anything referred to in clause 20.2(1)(a)(iii), including the construction of a pipeline or road,

for the purposes of or incidental to exploration, investigation, conduct of feasibility studies, construction, maintenance and operation of the Lake Disappointment Project; and

(b) the regrant, extension of term or renewal or any such Mining Tenement, easement or licence; and

(c) the holder of such a Mining Tenement, easement or licence (once granted) exercising its rights and discharging its obligations under the tenement, easement or licence.

Definitions:

'Access Area' means the area, insofar as it is within the Martu Determination Area:

(a) 500 metres either side of the outer edge of the Talawana Track and the Telfer to Talawana Track Access Road, as they exist from time to time following the Commencement Date; and

(b) to the extent that part of the Talawana Track is within, or within 500 metres of, Crown Reserve 34607 and therefore the area in paragraph (a) is wholly or partly outside the Martu Determination Area, the area which is the greater of:

(i) 500 metres south of the southern edge of the Talawana Track; and

(ii) 500 metres south of the southern boundary of Crown Reserve 34607.

'Ancillary Tenure Area' means the area of land and waters within one kilometre outside the external boundary of the Project Area.

'Existing Exploration Licences' means E69/2156, E69/2157, E69/2158, E69/2159, E45/2801, E45/2802, E45/2803 and E45/2804 held by Holocene under the Mining Act.

'Future Titles' means any:

(a) Mining Tenements;

(b) titles or other interests in land under the Petroleum Pipelines Act 1969 (WA);

(c) licences under the Rights in Water and Irrigation Act 1914 (WA);

(d) leases, licences or easements under the Land Administration Act 1997 (WA),

within the Project Area, which Holocene may from time to time reasonably consider necessary for or incidental to the exploration, investigation, conduct of feasibility studies, construction, maintenance and operation of the Lake Disappointment Project; and 'Future Titles' includes:

(e) any application for any of the things referred to in paragraphs (a) to (d) of this definition, and any such thing as granted; and

(f) without limiting this definition, one or more mining leases and miscellaneous licences within the Proposed Tenement Application Area.

'Lake Disappointment Project' means the exploration for, and capture, extraction, mining, purification, processing, packaging and transportation of, Potash, Potash Associated Minerals or any Other Minerals on and from the Project Area.

'Martu Determination' means the approved determination of native title made by the Federal Court on 27 September 2002 in *James on behalf of the Martu People v Western Australia* [2002] FCA 1208, and includes any varied determination which may be made in the future under section 13(4) of the NTA or any other approved determination of native title which may be made in the future following revocation of the existing approved determination.

'Martu Determination Area' means the land and water the subject of the Martu Determination, but excluding the 'Shared Area' as defined in the Martu Determination.

'Mining Operations' has the meaning given in the Mining Act.

'Mining Tenement' has the meaning given in the Mining Act.

'Pending Exploration Licences' means applications for exploration licence E45/3285, E45/3286 and E69/2902 under the Mining Act, or exploration licences E45/3285, E45/3286 and E69/2902 as granted, as the case requires.

'Project Area' means the land and waters depicted as such on the Map [at Schedule 1 of the agreement], but only to the extent that the area shown on the Map as being the Project Area falls within the Martu Determination Area.

'Proposed Tenement Application Area' means the land and waters shown as such on the Map.

Attachments to the entry

[WI2012_009 Appendix 2 Determination of Native Title.pdf](#)

[WI2012_009 Appendix 3 Complete Description and Map of the Agreement Area.pdf](#)