



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2021/015
<b>Short name</b>	Cape Preston West Export Facility
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	16/03/2022
<b>State/territory</b>	Western Australia
<b>Local government region</b>	City of Karratha

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## Description of the area covered by the agreement

### 3.9 Area to which this Agreement applies

This Agreement applies to the Agreement Area.

**Agreement Area** means the land having the description specified in Schedule 1.

*[A copy of Schedule 1 is attached to this extract. The following general description 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 area covers about 7 square kilometres, located north of Mardie Homestead and about 100 km south west of Karratha.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	BC Pilbara Iron Ore Pty Ltd (ACN 107 492 517); PEL Iron Ore Pty Ltd (ACN 115 382 753); Maitland River Pty Ltd (ACN 152 574 644); and Mardie Minerals Pty Ltd (ACN 152 574 457)
<b>Contact address</b>	GPO Box 2811 West Perth WA 6872

### Other Parties

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<b>Party name</b>	State of Western Australia
<b>Contact address</b>	Department of Planning, Lands and Heritage Locked Bag 2506 Perth WA 6001

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<b>Party name</b>	Wirrawandi Aboriginal Corporation RNTBC (ICN 8870)
<b>Contact address</b>	c/- Roe Legal Services Level 10, 16 St Georges Terrace Perth WA 6000

## Period in which the agreement will operate

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Start date	16/12/2021
End Date	not specified

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### 2.2 Term

This Agreement shall terminate on the occurrence of whichever of the following events is the first to occur:

- (a) where clause 8.6 (dealing with the consequences of non-registration) occurs;
- (b) where all Parties agree in writing to end the Agreement; or
- (c) where the Agreement is removed from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA.

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

#### 3.2 Parties' consents to and confirmation of validity of Future Acts

(a) Each Party consents to the Land Transactions with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of each of them.

(b) For the avoidance of doubt, the consents in clause 3.2(a) includes consent to the doing of any and all things ancillary to the doing of the Land Transactions, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA in respect of each of those things.

#### 3.3 RNTBC's Consent

The RNTBC states as follows:

- (a) the consent and agreement of the RNTBC under clause 3.2 includes not objecting to the Land Transactions; and
- (b) the RNTBC agrees to do all things, including signing any documents, necessary to give effect to their consent to the Land Transactions.

#### 3.4 Grant of the right includes its exercise

For the avoidance of doubt, the consent to the doing of the Land Transactions includes consent to the exercise of any right or obligation created by those acts on the person on whom the right or obligation is conferred.

#### 3.6 No Right to Negotiate

(a) The Right to Negotiate Procedure does not apply to any of the Land Transactions, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.

#### Land Transactions means:

- (a) the creation of a reserve pursuant to section 41 of the *Land Administration Act 1997* for "Port Purposes" within the Agreement Area;
- (b) the grant of a management order to the Management Body with the power to lease, sublease or licence land the subject of the reserve referred to in subclause (a) of this definition pursuant to section 46(1) of the *Land Administration Act 1997*;
- (c) the grant by the Management Body of leases, subleases or licences within the reserve referred to in subclause (a) of this definition pursuant to section 46(3) of the *Land Administration Act 1997*;
- (d) the proclamation of the reserve referred to in subclause (a) of this definition as a port pursuant to section 24 of the *Port Authorities Act 1999*;
- (e) the vesting or placing of the port referred to in subclause (d) of this definition under the control of the Management Body pursuant to section 4(2A)(b) and Schedule 9 clause 2(1) of the *Port Authorities Act 1999*;
- (f) the grant of any tenure, right, power or authority in respect of the port referred to in subclause (d) of this definition by the Management Body under the *Port Authorities Act 1999*, including but not limited to grant of easements, leases and licences, and approvals to proponents for, among other things, the following:
  - (i) facilitating trade within and through the port;
  - (ii) development of port infrastructure, including:
    - (A) installation, operation and maintenance of port works including wharves, loading facilities, railways, roads, embankments and other like infrastructure;
    - (B) dredging of shipping channels; and
    - (C) installation, operation and maintenance of navigation equipment;
  - (iii) controlling the operation of the port, including:
    - (A) controlling passage of vessels; and
    - (B) pilotage, towage, emergency response, supply of provisions and utility services;
    - (C) maintaining port property;
    - (D) ensuring port security; and
    - (E) protecting the environment of the port, and minimising the environmental impact of port operations on the environment.

**Management Body** means Pilbara Ports Authority (ABN 94 987 448 870) or any replacement ports authority.

**Right to Negotiate Procedure** means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

**Attachments to the entry**

[WI2021\\_015 Schedule 1 - Agreement Area.pdf](#)