



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2016/003
<b>Short name</b>	FMG-Niyaparli Land Access ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	15/12/2016
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton, Shire of East Pilbara, Shire of Meekatharra, Shire of Wiluna

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## Description of the area covered by the agreement

Appendix 4 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:

1. covered by any one or more of:

- (1) native title determination application having Federal Court number WAD6280/1998 (David Stock & Ors on behalf of the Niyaparli People (Niyaparli)); and
- (2) native title determination application having Federal Court number WAD196/2013 (David Stock & Ors (Niyaparli People #3) v State of Western Australia); and

2. not covered by native title determination application having Federal Court number WAD22/2012 (Betty Peterson & Ors -v- State of Western Australia (Wunna Niyaparli People)).

[Appendix 5 to the application contains a map of the agreement area. A copy of appendix 4 and appendix 5 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 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 approx. 33248 sq km and encompasses Newman and surrounds.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Chichester Metals Pty Ltd
<b>Contact address</b>	c/- Green Legal GPO Box 2522 Perth WA 6001

### *Other Parties*

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<b>Party name</b>	David Stock, Leonard Stream, Raymond Drage, Billy Cadigan and Victor Parker for and on behalf of the Niyaparli People and the Niyaparli People #3
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**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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

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**Party name** The Pilbara Infrastructure Pty Ltd  
**Contact address** c/- Green Legal  
GPO Box 2522  
Perth WA 6001

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**Period in which the agreement will operate**

**Start date** not specified

**End Date** not specified

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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 Nyiyaparli 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:**

"Project Tenure" means the:

(a) Railway Tenure;

(b) Port Tenure; and

(c) Mining Tenure;

"Railway Tenure" means such tenure within the Agreement Area as may be necessary or desirable to construct or operate the Railway Infrastructure;

"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;

"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;

**Attachments to the entry**

[Appendix 4 Complete description of the agreement area.pdf](#)

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