

Deed of Access – Boat Beach Road

Shire of Roebourne

Robe River Mining Co Pty Ltd (ACN 008 694
246)

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Details

Parties

Shire of Roebourne

of Lot 1083 Welcome Road, Karratha, Western Australia, 6714
(Shire)

Robe River Mining Co Pty Ltd (in its capacity as Agent for the Robe River Joint Venturers and as Manager for Robe River Joint Venture)

of Central Park, Level 22, 152-158 St Georges Terrace, Perth, Western Australia, 6000
ACN 008 694 246
(Robe River)

Background

- A Robe River holds tenure over the area of the Boat Beach Road indicated on the map attached as Annexure 1 and described as the Existing Scaled Road, the Future Road Upgrade and Sealing, the Future Phase B Road Alignment and the Phase A Temporary Diversion - Unsealed (Access Area) under the *Iron Ore (Robe River) Agreement Act 1964* (Robe River State Agreement).
- B In accordance with the Robe River State Agreement, Robe River has an obligation to allow the public to use the Access Area provided that such use shall not unduly prejudice or interfere with Robe River's operations under the Robe River State Agreement.
- C The Access Area is within the district of the Shire.
- D The parties have agreed to enter into this Deed to set out, amongst other things, the terms and conditions under which the public may use the Access Area.

Agreed terms

1. Public Access

Subject to the provisions of the Robe River State Agreement, Robe River covenants with the Shire to permit continued public access to the Access Area under the terms provided for in this Deed.

2. Private Road Sign

Robe River will as soon as practicable after the date of this Deed, erect signs at the main entry points of the Access Area, substantially in the form of the notice attached at Annexure 2 of this Deed, advising the public of their entry onto a private road.

3. Road Maintenance and Management

Robe River will remain responsible for the care and maintenance of the Access Area and road management of the Access Area for the duration of Robe River's tenure interest over the Access Area under the Robe River State Agreement.

4. Liability

Members of the public and the Shire will enter, remain, cross over and use the Access Area at their own risk and take the Access Area in the condition they find it. Robe River will not be liable to any member of the public or the Shire for any liability incurred whether direct or indirect which may be sustained or result from the condition of the Access Area.

5. Duration of Access

The right of access to the Access Area continues for the duration of Robe River's tenure over the Access Area under the Robe River State Agreement.

6. Closure or Restriction of Access

- (1) Subject to clause 6(2) below, Robe River may close or restrict the access to or use of the Access Area at any time including in the following circumstances –
 - (a) in the event of adverse weather conditions including cyclone or wet weather;
 - (b) in the event of any emergency; or
 - (c) if, in the reasonable opinion of Robe River, there is a threat to the road user, and safe access to or use of the Access Area is compromised in any way.
- (2) In the event that Robe River closes or restricts the access to or use of the Access Area, Robe River will as soon as practicable provide the Shire of Roebourne with email notification to sor@roebourne.wa.gov.au. Robe River will also erect appropriate signage at the main entry points to the Access Area notifying the public of the restriction or closure of the Access Area.
- (3) If Robe River closes or restricts access to or use of the Access Area in the event of a cyclone, members of the public will retain the right to emergency access to the Access Area for the purpose of exiting the Access Area.

- (4) If Robe River closes or restricts access to or use of the Access Area in the event of adverse weather conditions including cyclone or wet weather, the Shire will retain emergency access to the Access Area to allow the Shire access to shut down and secure the boat ramp area adjacent to the Access Area.

7. Access Area Realignment

- (1) Robe River reserves the right to realign all or any portion of the Access Area in accordance with the Robe River State Agreement. In the event that any such realignment is to occur, Robe River will as soon as practicable (prior to commencement of the realignment works) provide written notice of the intention for realignment and any necessary closure of part or parts of the Access Area to the Shire by email notification to sor@roebourne.wa.gov.au. Robe River will also erect signage notifying the public of the closure or realignment at affected areas of the Access Area.
- (2) In the event that Robe River realigns all or any portion of the Access Area in accordance with clause 7(1) above, upon completion of any such realignment the public access rights under this Deed will apply to the realignment portion of the Access Area.

8. Sealing of Access Area

- (1) Robe River confirms that it has sealed that portion of the Access Area shaded Yellow and described on the Plan attached at Annexure 1 as Phase A – Existing Sealed Road.
- (2) Robe River confirms that it will seal that portion of the Access Area shaded Orange and described on the Plan attached at Annexure 1 as Future Road Upgrade and Sealing.
- (3) Upon realignment of any portion of the Access Area in accordance with clause 7 of the Deed, Robe River confirms it will seal the realigned portion of the Access Area.

Signing page

EXECUTED by the parties as a Deed on

24 April 2012 2011

EXECUTED by Robe River Mining Co Pty Limited (ACN 008 694 246) (in its capacity as agent for the Robe River Joint Venturers and manager of the Robe River Joint Venture) under section 127(1) of the Corporations Act 2001 (Cth)

Signature of Director

Name of Director (print)

ANDREW KITE

Signature of Director/Secretary

Name of Director/Secretary (print)

Stephen Lynd.

THE COMMON SEAL of the Shire of Roebourne was hereunto affixed in the presence of:

President

Print name

Chief Executive Officer

Print name

White Marks

FIONA WHITE MARKS

Simon Kot

SYMON KOT



Annexure 1 -

Annexure 2

PRIVATE ROAD

YOU ARE ENTERING A MINING LEASE AT YOUR OWN RISK. YOU MAY USE THIS ROAD FOR ACCESS TO BOAT BEACH ONLY.

WE RESERVE THE RIGHT TO TEMPORARILY CLOSE THE ROAD FOR SAFETY REASONS. YOU MAY NOT REMOVE OR DUMP MATERIAL. NO PARKING UNLESS AN EMERGENCY.

FOR FURTHER INFORMATION CONTACT 9143 5331.