

# Notices of applications to register an area agreement on the Register of Indigenous Land Use Agreements



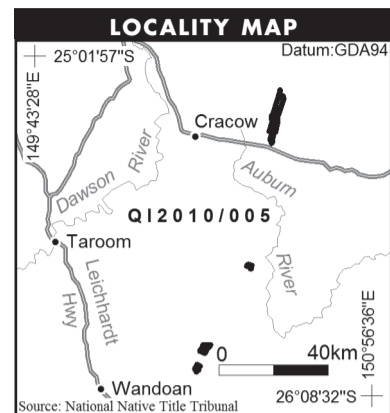
National  
Native Title  
Tribunal

State of Queensland

Notification day: 16 June 2010



## QI2010/005 Djaku-nde & Jangerie Peoples and Wakka Wakka People and QGC Pty Limited



**Description of the agreement area:**  
The area subject to this agreement covers about 39 square kilometres, located approximately 27 kilometres east of Cracow, 70 kilometres east of Taroom and 35 kilometres east of Wandoan as shown on the locality map.  
The agreement falls within the Local Government Authorities of North Burnett Regional Council and the Western Downs Regional Council.

### Parties to agreement and their contact address:

QGC Pty Limited  
C/- McCullough Robertson Lawyers  
Level 11, 66 Eagle Street  
Brisbane QLD 4000

James Saltner, Victor West, Robert Bond and Alice West on their own behalf and on behalf of the Djaku-nde & Jangerie Peoples (DJJ Applicants)  
C/- Gadens Lawyers  
240 Queen Street  
Brisbane QLD 4000

Cyril Couchy, David Anthony Beezley, George Bone, Kevin John Doolan, Michael Bond, Oscar Chapman, Robert Lacy, Beryl Gambrell, Pam Peggy Duncan and Patricia Dawn Bond on their own behalf and on behalf of the Wakka Wakka People (Wakka Wakka Representatives)  
C/- Bunya Wakka Wakka Cultural Heritage Aboriginal Corporation  
119 Lamb Street, Murgon QLD 4605

### The agreement contains the following edited statements:

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

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

##### Clause 4 Consent to Future Acts

- (a) The Parties consent to the doing of the following acts within the ILUA Area, whether or not they are Future Acts:
- (i) the grant to QGC of the Project Rights and the implementation of those Project Rights;
- (ii) the construction, operation and maintenance of the Project and all works necessary or incidental to the Project which is done by, at the request of, or on behalf of QGC;
- (iii) the decommissioning of the Project and the required rehabilitation of the land affected by the Project.
- (d) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Future Acts consented to under clause 4(a).

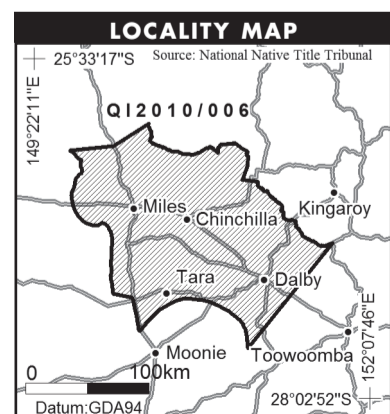
##### Clause 1.1 Definitions

**Project** means the development, construction, operation, maintenance and ultimate decommissioning of a gas pipeline network, which may include:

- (a) an export pipeline connecting the gasfields with the LNG facility;
- (b) operational activities for the pipeline, such as general maintenance, gas metering, prevention of third-party damage and maintenance of corrosion protection systems; and
- (c) any other works or operations within the ILUA Area necessary for or ancillary to the development, construction, operation, maintenance and decommissioning of the pipeline network for the Project.

**Project Rights** means any grant, variation, extension or renewal of any authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of the Project and any other Future Act, under legislation including, but not limited to: [a non-exclusive list of legislation is included in the agreement when defining this term. This list of legislation is not included within this notification.]

## QI2010/006 Barunggam Cobble Cobble Jarowair Western Wakka Wakka and Yiman Groups and QGC Limited ILUA



**Description of the agreement area:**  
The area subject to this agreement covers about 20,930 square kilometres, located 53 kilometres northwest of Toowoomba in the vicinity of Miles, Chinchilla, Tara and Dalby as shown on the locality map.  
The agreement falls within the Local Government Authorities of Maranoa Regional Council, South Burnett Regional Council, Toowoomba Regional Council and the Western Downs Regional Council.

### Parties to agreement and their contact address:

QGC Pty Limited  
C/- McCullough Robertson Lawyers  
Level 11, 66 Eagle Street  
BRISBANE QLD 4000

Patricia Conlon, Margaret McLeod, Lillian Colonel, Mona Booth, Marlene Holt, Darren Daylight, Isobel Rabbit, Kenneth Bone, Clarissa Malone, William Davis, Kylie Jerome, Natalie Alberts, Elizabeth Doyle Johnston and Kathleen Ott  
C/- Gadens Lawyers  
240 Queen Street  
BRISBANE QLD 4000

### The agreement contains the following edited statements:

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

#### Clause 5 Consent to Future Acts

- (a) The Native Title Party and the Native Title Group consent to the doing of the following acts within the ILUA Area, whether or not they are Future Acts:
- (i) the grant to QGC of the Project Rights and the implementation of those Project Rights;
- (ii) the planning, investigation, construction, operation and maintenance of the Project and all works necessary or incidental to the Project which is done by, at the request of, or on behalf of QGC; and
- (iii) the decommissioning of the Project and the required rehabilitation of the land affected by the Project.
- (e) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Future Acts consented to under clause 5(a).

#### Clause 1 Definitions

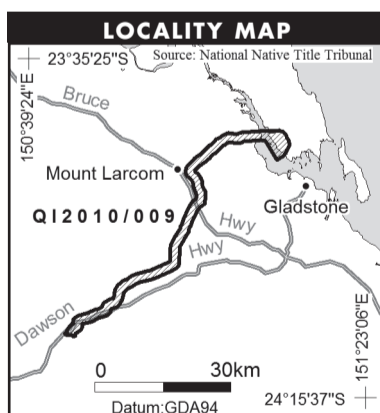
**ILUA Area** means the area, as described in Annexure 1, but excluding any areas of overlap with any other registered Native Title Claims at the date of Registration.

**Project** means the exploration, planning, construction, operation, maintenance and ultimate decommissioning and rehabilitation of the gas fields, including:

- (a) gas wells;
- (b) associated surface equipment, such as wellhead separators, telemetry devices and metering stations;
- (c) field compression stations and central processing plants;
- (d) underground gas-gathering, collection and export pipelines;
- (e) underground water-gathering pipelines;
- (f) water management facilities, such as desalination plants, storage ponds and water distribution infrastructure;
- (g) infrastructure required for potential beneficial use options, such as irrigation and reinjection;
- (h) access tracks;
- (i) accommodation, administration and warehouse facilities; and
- (j) any other works or operations within the ILUA Area necessary for or ancillary to the Project.

**Project Rights** means any grant, variation, extension or renewal of any Tenements, authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of the Project, prior to or at any time after the Registration Date, under legislation including, but not limited to: [a non-exclusive list of legislation is included in the agreement when defining this term. This list of legislation is not included within this notification.] but excluding tenements granted under the MRA [defined as Mineral Resources Act 1989 (Qld)].

## QI2010/009 Port Curtis Coral Coast and QGC Pty Limited ILUA



### Description of the agreement area:

The area subject to this agreement covers about 168 square kilometres, located west of Gladstone as shown on the locality map.

The agreement falls within the Local Government Authorities of Banana Shire Council and Gladstone Regional Council.

### Parties to agreement and their contact address:

QGC Pty Limited  
c/- McCullough Robertson Lawyers  
Level 11, 66 Eagle Street  
BRISBANE QLD 4000

Selwyn James Appo, Leigh Anthony Blackman, Lynette Yvonne Booth, Stephen Joseph Collins, Maureen Joyce Eggmolesse, Rayleen Evelyn Goltz, Tony Edward Johnson, Dean Sarra, Neola Marie Savage, Michelle Lydia Smith, Maxine Victoria Ann Thompson, Netta Margaret Tyson, Malcolm Alfred Walker and Michael John Williams in their capacity as the Registered Native Title Claimant for the Port Curtis Coral Coast Native Title Claim and in their capacity as interested persons.  
c/- Gadens Lawyers  
240 Queen Street  
BRISBANE QLD 4000

### The agreement contains the following edited statements:

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

#### Clause 4 Consent to Future Acts

- (a) The Parties consent to the doing of the following acts within the ILUA Area, whether or not they are Future Acts:
- (i) the grant to QGC of the Project Rights and the implementation of those Project Rights;
- (ii) the planning, investigation, construction, operation and maintenance of the Project and all works necessary or incidental to the Project which is done by, at the request of, or on behalf of QGC; and
- (iii) the decommissioning of the Project and the required rehabilitation of the land affected by the Project.
- (d) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Future Acts consented to under clause 4(a).

#### Clause 1.1 Definitions

**Project** means the development, construction, operation, maintenance and ultimate decommissioning and rehabilitation of:

- (a) A gas pipeline network, which may include:
- (i) an export pipeline connecting the gas fields with the LNG facility;
- (ii) operational activities for the pipeline, such as general maintenance, gas metering, prevention of third-party damage and maintenance of corrosion protection systems;
- (b) an LNG facility, which may include:
- (i) onshore gas reception facilities;
- (ii) gas pre-treatment facilities for the removal of water and impurities from the feed gas;
- (iii) gas refrigeration and liquefaction units;
- (iv) a nitrogen rejection unit for the removal of nitrogen in the feed gas;
- (v) LNG storage tanks;
- (vi) a full containment propane storage tank;
- (vii) jetty and docking facilities with turning basin for the loading of LNG carriers and unloading of propane ships to storage;
- (viii) a material offloading facility for ferry transportation and construction material receiving;
- (ix) associated onshore mainland facilities;
- (x) utility requirements to support the LNG facility; and
- (c) any other works or operations within the ILUA Area necessary for or ancillary to the Project.

**Project Rights** means any grant, variation, extension or renewal of any authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of the Project, prior to or at any time after the Registration Date, under legislation including, but not limited to: [a non-exclusive list of legislation is included in the agreement when defining this term. This list of legislation is not included within this notification.] but excluding tenements granted under the MRA [defined as Mineral Resources Act 1989 (Qld)].

### Responses to an application to register an ILUA—where the application has not been certified

Because this application for registration of the agreement has not been certified by the Representative Aboriginal/Torres Strait Islander Body(ies) for the area, there is no opportunity to make a formal objection to its registration. However, if you claim to hold native title in relation to any of the land or waters covered by this agreement, you may wish, within the notice period, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered. The native title determination application must be made by **16 September 2010**.

Any person wishing to provide any information regarding the identification of persons who may hold native title to the area and the authorisation by those persons of this agreement, should forward it to the **Native Title Registrar, National Native Title Tribunal, GPO Box 9973, Brisbane QLD 4001 by 16 September 2010**.

Generally procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations.

**Data statement:** agreement area boundary compiled by the National Native Title Tribunal based on spatial reference data sourced from QGC Pty Ltd.

Search and photocopy fees may apply. Details of the terms of the agreement are not available from the National Native Title Tribunal.

**For assistance and further information about this application, call Ann Stokes on freecall 1800 640 501 or visit [www.nntt.gov.au](http://www.nntt.gov.au)**