



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/076
<b>Short name</b>	Ewamian - Forsayth Wind Farm Pty Ltd ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	31/01/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Etheridge Shire Council

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## Description of the area covered by the agreement

Schedule 1 of the agreement describes the agreement area as all the land and waters within Lot 5 on GB835476 and that part of Lot 4962 [sic] on PH2242 north of an east-west unnamed road, excluding the southern severance of Lot 4962.

[The National Native Title Tribunal has identified a typographic error in the description above, and advise that the description should instead refer to 'Lot 4926 on PH2242' in order to be consistent with the map of the agreement area also provided in Schedule 1. A copy of Schedule 1 is 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:

Agreement covers about 272 sq km approx 30 km south east of Georgetown.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Forsayth Wind Farm Pty Ltd
<b>Contact address</b>	c/- Preston Law PO Box 707N Cairns North QLD 4870

### *Other Parties*

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<b>Party name</b>	Barry Fisher, Katie Georgetown, David Hudson, Noel Lacey and Ron Richards on their own behalf and on behalf of Ewamian People #3
<b>Contact address</b>	c/- HWL Ebsworth Lawyers Level 23, 123 Eagle St Brisbane QLD 4000

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<b>Party name</b>	Ewamian Tatampi Puranga Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- HWL Ebsworth GPO Box 2033 Brisbane Qld 4001

**Period in which the agreement will operate**

**Start date** 30/05/2013

**End Date** 30/05/2043

The end date is 30 May 2043 unless the agreement is extended at the election of Forsayth Wind Farm Pty Ltd for an additional 5 years.

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

4.4 Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to any Future Acts for which the Native Title Parties have given consent under this ILUA.

7. The Native Title Parties consent to the Agreed Acts, subject to the Proponent complying with the ILUA and the Ancillary Agreement.

“Agreed Acts” means

a) grant to the Proponent of the Project Rights and the implementation of those Project Rights (including, for the avoidance of doubt, the creation, grant, registration or transfer of any Project Rights in the ILUA Area to the Proponent);

b) construction, operation and maintenance of the Forsayth Wind Farm Project and all works (including Public Works as defined in the Native Title Act 1993 (Cth)) necessary or incidental to the Forsayth Wind Farm Project which is done by or at the request of, or on behalf of the Proponent;

c) the creation, grant, registration or transfer of any Project Rights in the ILUA Area to the Proponent); and

d) the decommissioning of the Forsayth Wind Farm Project and the required rehabilitation.

within the ILUA Area;

“Ancillary Agreement” means the agreement between the Proponent and the Native Title Parties dated 31 May 2013;

“Forsayth Wind Farm Project” means the series of wind turbine power generators, up to a maximum 35 turbines to be situated within the ILUA Area, which will be interconnected to an electricity grid, and includes any electrical transmission lines, electrical transformers, electrical switch gear, data recording equipment, wind monitoring towers gravel pits and access tracks and viewing platform and any other associated equipment or infrastructure used by the Proponent for the Project generally in accordance with the Project Area of Impact;

**Attachments to the entry**

[QI2013\\_076 Schedule 1 Part A and Part B Map and Written Description of the ILUA Area.pdf](#)