



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/026
<b>Short name</b>	Gladstone, Rockhampton and Bundaberg Ports Project ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	04/08/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Bundaberg Regional Council, Gladstone Regional Council

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## Description of the area covered by the agreement

1.1 'ILUA Area' means the areas as described in item 1 of Schedule 1 ("description") and delineated by a map in item 1 of Schedule 2 ("map").

'Forecast Surrender Areas' means the areas as described in item 2 of Schedule 1 ("description") and delineated by a map in item 2 of Schedule 2 ("map").

[A map and description of the agreement area is contained in Schedule 1 and 2 of the agreement. A map and description of the surrender area is contained in Schedule 1 and 2. A copy of Schedule 1 and 2 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:

The area subject to this agreement covers about 1657 sq km over two portions. Portion one is approx. 7 km northeast of Bundaberg. Portion two is approx. 50km southeast of Rockhampton.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Gladstone Ports Corporation Limited
<b>Contact address</b>	c/- King and Wood Mallesons Level 33, 1 Eagle Street Waterfront Place Brisbane QLD 4000

### *Other Parties*

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<b>Party name</b>	Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nat Minniecon, Matthew Cooke and Neville Johnson on their own behalf and on behalf of the Port Curtis Coral Coast People (QUD6026/2001; QC2001/029)
<b>Contact address</b>	c/- Dillon Lawyers 62 Blackwood Street Townsville QLD 4810

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<b>Party name</b>	State of Queensland acting through the Department of Natural Resources and Mines
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**Contact address** Department of Natural Resources and Mines  
Level 11, 41 George Street  
Mineral House  
Brisbane QLD 4001

### Period in which the agreement will operate

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<b>Start date</b>	20/03/2014
<b>End Date</b>	not specified

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2.3(a) This ILUA commences on the Commencement Date and will terminate on the date that is 35 years from the Commencement Date (Termination Date), subject to clause 2.3(b).

(b) The term of the ILUA may be extended beyond the Termination Date, at any time prior to the Termination Date by written agreement between the Proponent and the Native Title Party provided that any written agreement of the Native Title Party under this clause 2.3(b) shall be with:

- (i) if there is at the time the extension of the term of the ILUA is proposed, a finding in the Port Curtis Coral Coast People Native Title Determination Application QUD6026/2001; QC2001/029 or another Native Title Determination Application authorised by the Native Title Claim Group, recognising that members of the Native Title Claim Group hold Native Title rights and interests areas in the ILUA Area, the Registered Native Title Body Corporate for such areas;
- (ii) if there is at the time the extension of the term of the ILUA is proposed, a Native Title Determination Application by a Registered Native Title Claimant authorised by the Native Title Claim Group over the ILUA Area, the Applicant for such application; and
- (iii) if neither of clauses 2.3(b)(i) or 2.3(b)(ii) apply, such persons that a meeting of the Native Title Claim Group authorise (in a manner consistent with section 251A of the Native Title Act) to give such Notice or enter into such a written agreement (as applicable).

1.1 'Commencement Date' means the earlier of:

- (a) the date on which this ILUA was executed by the last of the Parties; and
- (b) the date on which this ILUA is notified by the Registrar under section 24CH of the Native Title Act.

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

3. For the purposes of section 24EB(1)(c) of the Native Title Act and regulation 7(5)(b) of the Native Title Regulations, the Parties state that Subdivision P of Division 3 of Part 2 of the Native Title Act is not intended to apply to any Agreed Acts.

8.1 The Parties agree and consent to:

- (a) the doing of the Project;
- (b) the grant of the Project Rights and the implementation of those Project Rights;
- (c) the Surrender;
- (d) the doing of any other act necessary, ancillary, usual or incidental (acting reasonably) to give effect to the Project and the grant of the Project Rights and any act necessary to enable the Project and the grant of the Project Rights to be undertaken in accordance with all Applicable Laws, Applicable Authorisations and any works necessary, ancillary, usual or incidental to investigate, implement, develop, construct, install, operate, maintain, repair, replace, further develop and decommission the structures and works comprising or incidental to the Project; and
- (e) the Prior Acts and the validation of the Prior Acts, in the ILUA Area and agree not to challenge their validity at any time in the future.

9.1(a) The Parties agree that the Surrender is intended to extinguish any Native Title Rights and Interests that may exist in relation to locations within the Forecast Surrender Areas and other locations within the ILUA Area that are subject to completion of the process under clause 9.1(b) to (e) from time to time.

1.1 'Agreed Acts' means the acts consented and agreed to under clause 8.1 and, in respect of the definition of Compensation Entitlement and clause 12 also includes:

- (a) the extinguishment of Native Title by the Surrender;
- (b) any other effect on Native Title of the Agreed Acts; and
- (c) any other effect on Native Title of the exercise of or discharge of rights or obligations in connection with the Agreed Acts.

'Applicable Authorisations' means, other than as expressly limited or excluded under paragraphs (h), (j) or (l) of this definition, all authorisations, authorities, rights, tenures, leases, licences, permits, approvals, certificates, consents, directions, titles, renewals or notices:

- (a) from any Government Authority or governmental or other competent authority;
- (b) which are necessary, ancillary, usual or incidental for the carrying out of the Project in the ILUA Area or the doing any other act necessary, ancillary, usual or incidental to give effect to the Project in the ILUA Area or to enable the Project to proceed in the ILUA Area in accordance with all Applicable Laws, including all of such things required under:
- (c) the Electricity Act 1994 (Qld);
- (d) the Environmental Protection Act 1994 (Qld);
- (e) the Environmental Protection and Biodiversity Conservation Act 1999 (Cth);

- (f) the Fisheries Act 1994 (Qld);
- (g) the Fisheries (Freshwater) Management Plan 1999 (Qld);
- (h) the Forestry Act 1959 (Qld), but expressly excluding the grant of any right or entitlement in relation to quarrying that is not for the Project;
- (i) the Land Act 1994 (Qld);
- (j) the Mineral Resources Act 1989 (Qld), but expressly excluding the grant of any exploration permit, mining claim, mineral development licence, mining lease or other right to explore or right to mine under that legislation;
- (k) the Nature Conservation Act 1992 (Qld);
- (l) the Petroleum and Gas (Production and Safety) Act 2004 (Qld), but expressly excluding the grant of any authority to prospect, petroleum lease or similar right to explore or right to produce, but not excluding a pipeline licence, under that legislation;
- (m) the State Development and Public Works Organisation Act 1971 (Qld);
- (n) the Sustainable Planning Act 2009 (Qld);
- (o) the Telecommunications Act 1997 (Cth);
- (p) the Transport Infrastructure Act 1994 (Qld);
- (q) the Transport Planning and Coordination Act 1994 (Qld);
- (r) the Vegetation Management Act 1999 (Qld);
- (s) the Water Act 2000 (Qld);
- (t) local government by-laws and ordinances; and
- (u) any other legislation, regulation, by-law, ordinance, or other such instrument required for the Project.

'Freehold' means a grant in fee simple or the grant of a perpetual lease over areas within the ILUA Area for the Project that are the subject of Surrender from time to time.

'Prior Acts' means the acts referred to in clauses 8.1(a) to 8.1(d) which take place prior to Registration.

'Project' means all operations proposed or which may be undertaken relating to the construction, operation and maintenance of infrastructure that facilitates the transportation of Product, or is otherwise for Port Related Purposes, within the ILUA Area, including:

- (a) a Terminal;
- (b) resource, energy, processing, manufacturing and other industry uses of and at the Terminal and additional berths or tranches of Terminal capacity;
- (c) rail infrastructure;
- (d) loading or unloading infrastructure and facilities (including rail loading or unloading 'pit' or other infrastructure and facilities);
- (e) conveyors;
- (f) launch sites;
- (g) other shipping facilities;
- (h) wharfage/docking facilities;
- (i) tug facilities;
- (j) settlement ponds;
- (k) petroleum, oil or gas pipelines;
- (l) reclamation; and
- (m) any works, operations and infrastructure necessary, ancillary, usual or incidental to investigate, implement, develop, construct, install, operate, maintain, repair, replace, further develop, decommission, remove or relocate the structures and works comprising or incidental to the matters referred to in paragraphs (a) to (l) of this definition, including:
  - (i) access roads, haul roads or bridges, groyne walls, power lines, telecommunication lines, water pipelines and associated infrastructure, sewerage pipelines and associated infrastructure, other utility infrastructure, navigational equipment or aids, office or accommodation buildings, camps and any other building or structures, quarries, laydown areas and stockpiles;
  - (ii) land and vegetation clearing;
  - (iii) environmental rehabilitation and flora and fauna management;
  - (iv) dredging and tidal works, including dredge channels and swing basins, and the disposal of dredged material; and
  - (v) geotechnical investigations and surveys, including the conduct of seismic surveys, surveys for sand and gravel sources, the undertaking of drilling and test pitting.

'Project Rights' means:

- (a) the Applicable Authorisations; and
- (b) the Freehold.

'Surrender' means the surrender to the State of any Native Title Rights and Interests for the Project in relation to locations within the Forecast Surrender Areas and other locations within the ILUA Area identified in accordance with the process under clause 9.1(b).

#### **Attachments to the entry**

[QI2014\\_026 Schedule 1 Written description of area.pdf](#)

[QI2014\\_026 Schedule 2 Map of area.pdf](#)