



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2022/005
<b>Short name</b>	Upper Burdekin Wind Farm ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	27/06/2022
<b>State/territory</b>	Queensland
<b>Local government region</b>	Charters Towers Regional Council

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## Description of the area covered by the agreement

### 3.1 Area

This Agreement applies to the ILUA Area.

**ILUA Area** means the land and waters described in Schedule 1 to this Agreement and shown on the map in Schedule 2 to this Agreement.

[A copy of Schedules 1 and 2 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 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 agreement area covers about 522 sq km and is located about 40 km south west of Ingham].

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Upper Burdekin Wind Farm Pty Ltd (ABN: 16 654 461 677)
<b>Contact address</b>	Level 4, 60 Marcus Clark Street Canberra ACT 2601

### *Other Parties*

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<b>Party name</b>	Gugu Badhun Aboriginal Corporation Registered Native Title Body Corporate (ICN 7719)
<b>Contact address</b>	Part of Ground Floor Stanley Place 235-237 Stanley Street Townsville QLD 4810

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<b>Party name</b>	William Richard David Leggett and Sandra Lyn Leggett
<b>Contact address</b>	Kilclooney Station 4364 Lava Plains-Valley of Lagoons Road Ingham QLD 4850

## Period in which the agreement will operate

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Start date	not specified
End Date	not specified

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### 2.1 Term

This Agreement commences on the Commencement Date and terminates on the earlier of:

- (a) the Termination Date; and
- (b) the date on which this Agreement is terminated by agreement in writing between the Parties.

**Commencement Date** means the date on which this Agreement is executed by the last of the Parties to execute it.

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

### 6.1 Agreed Acts

The Parties consent to each of the following to the extent they are Future Acts in the ILUA Area (collectively, the "**Agreed Acts**"):

- (a) the doing of the Project; and
  - (b) the Grant of the Project Rights;
- and agree not to challenge their Validity in the future.

### 6.3 Consent to easements for the Project

The Parties consent to the grant of any easement within the ILUA Area that is reasonably necessary to enable the operation of the Project, provided that for each proposed easement the following requirements are satisfied:

- (a) the Proponent has provided written notice to the Native Title Party at least 30 Business Days prior to the earlier of:
  - (i) the date on which an application is made for the creation of any easement; or
  - (ii) the date on which the Proponent seeks consent of the Leaseholder for the creation of any easement, (**Easement Notice**); and
- (b) the Easement Notice sets out:
  - (i) a map showing the proposed location of the easement at sufficient scale for the Native Title Party to reasonably understand the location and the area subject to the easement;
  - (ii) how the easement will be reflected in an Updated Layout Plan;
  - (iii) the proposed duration and terms and conditions of the easement, including whether the easement permits the exercise of one or both of above or below ground rights (eg: whether above or below ground infrastructure can be established), who the beneficiaries of the easement are, and details of any limitations on surface activities (including occupation, use and planting);
  - (iv) information about how the easement is reasonably necessary to enable the operation of the Project;
  - (v) whether the Proponent considers the Grant of the easement is a Future Act and the basis for that view provided by the Proponent; and
  - (vi) information about how the easement will cause an Expansion, and if relevant increase the duration of the commercial operation of, the Project in the ILUA Area; and
- (c) if, within 20 Business Days of receiving an Easement Notice, the Native Title Party issues a Dispute Notice in relation to whether an easement the subject of the Easement Notice is reasonably necessary to enable the operation of the Project within the ILUA Area, the Proponent:
  - (i) must not make application for, or seek consent from the Leaseholder for, the easement the subject of the Easement Notice until the process under clause 14 has been completed; and
  - (ii) must not apply for, or seek consent from the Leaseholder for, any easement that does not accord with the outcome of the dispute resolution process under clause 14.

### 6.4 Consent to variation or amendment of a Project Right

Subject to clause 6.5, the Parties consent to a variation or amendment of a Project Right, provided that:

- (a) each such variation or amendment is reasonably necessary to enable the development or operation of the Project within the ILUA Area;
- (b) each such variation or amendment will either or both:
  - (i) cause an Expansion and an increase to the next Operational Payment; or
  - (ii) be consistent with any Layout Plan or Updated Layout Plan in accordance with the Ancillary Agreement;
- (c) each such variation or amendment is a Future Act;
- (d) the Proponent has provided written notice to the Native Title Party at least 30 Business Days prior to the earlier of:
  - (i) the date on which an application is made for the variation or amendment of the Project Right; or
  - (ii) the date on which the Proponent seeks consent of the Leaseholder for the variation or amendment of the Project Right,
- (e) the Project Right Variation Notice sets out:
  - (i) a copy of the existing Project Right;
  - (ii) a map showing any area relevant to the operation of the Project Right at a sufficient scale for the Native Title Party to reasonably understand the location and the area subject to the Project Right;
  - (iii) to the extent the proposed variation or amendment of the Project Right includes a change in location or area

impacted, amendments to the Layout Plan or Updated Layout Plan to reflect the proposed variation or amendment of the Project Right;

(iv) the nature and scope of the proposed variation or amendment and detailed information supporting why the variation or amendment is reasonably necessary to enable the development or operation of the Project within the ILUA Area, including the reasons for seeking the variation or amendment, the proposed terms and conditions to be applied for or varied or amended, the implications of the variation or amendment, any physical or environmental impacts associated with the variation or amendment, and whether the Proponent considers the variation or amendment is a Future Act and the basis for that view; and

(v) information about how the variation or amendment of the Project Right will increase the aggregate megawatt of installed capacity of the Project in the ILUA Area and the next Operational Payment, and if applicable how the variation or amendment of the Project Right will increase the duration of the commercial operation of the Project in the ILUA Area;

and

(f) if, within 20 Business Days of receiving a Project Right Variation Notice the Native Title Party has issued a Dispute Notice in relation to the amendment or variation of a Project Right, then the Proponent:

(i) must not make application for the variation or amendment of the Project Right the subject of the Project Right Variation Notice until the process under clause 14 has been completed ; and

(ii) must not apply for, any variation or amendment that does not accord with the outcome of the dispute resolution process under clause 14.

## 7.2 Right to negotiate

For the purposes of:

(a) section 24EB(1)(c) of the Native Title Act; and

(b) regulation 7(5)(b) of the ILUA Regulations,

the Parties agree that Subdivision P, Division 3, Part 2 of the Native Title Act is not intended to apply to the Agreed Acts or the acts the subject of clauses 6.3 and 6.4.

## 9.1 Change to the purpose of the Lease

The Parties acknowledge that the Leaseholder may make an application to amend the Lease to include a new purpose for the production of energy from a renewable source, being a wind farm (or wind farming) under section 154(2)(b) of the *Land Act 1994* (Qld) (**Renewable Energy Purpose**), or to remove the Renewable Energy Purpose under section 154(1) of the *Land Act 1994* (Qld).

**Carbon Abatement Interest** means the right to obtain the benefit (whether present or future) of avoided greenhouse gas emissions, greenhouse gas emissions abatement or the sequestration of carbon dioxide or other greenhouse gases in, on, or in relation to land or waters and includes rights conferred by applicable state or territory legislation, including:

(a) an 'applicable carbon sequestration right' as defined under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth); and

(b) a 'carbon abatement interest' and 'carbon abatement product' as those terms are defined in the *Land Act 1994* (Qld), *Land Title Act 1994* (Qld) or *Forestry Act 1959* (Qld), as context requires,

but does not include the right to obtain the benefit of avoided greenhouse gas emissions from the generation of electricity from a renewable source by the Project.

**Generation Area** means the portion of the ILUA Area shown on the map and data set included at Schedule 4 to this Agreement on which wind farm turbines for the Project will be located. [A copy of Schedule 4 is attached to this Register extract.]

**Lease** means the term lease with reference 715847403 registered on Lot 3198 on Crown Plan PH2177.

**Project** means:

(a) the development, construction, commissioning, operation, decommissioning and rehabilitation of a wind farm by the Proponent in those parts of the ILUA Area outside the Road Approval Area, including:

(i) wind turbines;

(ii) a substation;

(iii) a switchyard;

(iv) an energy storage system;

(v) energy metering equipment;

(vi) electrical connections;

(vii) powerlines;

(viii) a transmission line;

(ix) wind monitoring masts;

(x) operation and maintenance facilities;

(xi) overhead and underground electrical cabling;

(xii) hardstands;

(xiii) construction compounds;

(xiv) access tracks;

(xv) laydown areas;

(xvi) biodiversity offsets, environmental offsets or vegetation offsets required for or under a Project Right to address impacts of the Project on the biodiversity, the environment or vegetation; and

(b) in the Road Approval Area, the undertaking of works and activities pursuant to the Road Approval,

but does not include wind turbines located outside the Generation Area or any Carbon Abatement Interest in relation

to the ILUA Area.

**Project Rights** means:

- (a) any approvals, authorisations, authorities, certificates, consents, declarations, directions, licences, notices, or permits that are reasonably necessary to enable the Project to proceed in accordance with all Applicable Laws, from any Government Agency or other competent regulatory authority;
- (b) an amendment of the Lease to add the Renewable Energy Purpose to enable the Project to proceed, or to remove the Renewable Energy Purpose, in accordance with this Agreement;
- (c) the Road Approval to enable the Project to proceed;
- (d) a sublease from the Leaseholder to the Proponent of an area which will not exceed 1,400 hectares and which is reasonably necessary to enable the Project to proceed; and
- (e) any voluntary declaration or other security from the Leaseholder for the purposes of paragraph (a)(xvi) of the definition of Project, but does not include:
  - (a) any such things required or consents or any interests that are issued, recognised, required or registered under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth); and
  - (b) any Carbon Abatement Interest.

**Road Approval** means a new road reserve up to an area of 12 hectares, and associated works within that area, for the construction of a permanent road entrance and realignment of the Gregory Development Road/Mount Fox Road on Lot 4844 on Crown Plan PH 1679, within the Road Approval Area.

**Road Approval Area** means the portion of the ILUA Area described in the data set and shown on the map in Schedule 5 to this Agreement. [A copy of Schedule 5 is attached to this Register extract.]

**Attachments to the entry**

[QI2022\\_005 Schedule 1 - Description of ILUA Area.pdf](#)

[QI2022\\_005 Schedule 2 - Map of Agreement Area.pdf](#)

[QI2022\\_005 Schedule 4 - Generation Area.pdf](#)

[QI2022\\_005 Schedule 5 - Road Approval Area.pdf](#)