



# Extract from Register of Indigenous Land Use Agreements

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| <b>NNTT number</b>             | QI2011/011   |
| <b>Short name</b>              | Hancock Alpha Coal Project ILUA (Wangan and Jagalingou Area) |
| <b>ILUA type</b>               | Area Agreement   |
| <b>Date registered</b>         | 19/09/2011   |
| <b>State/territory</b>         | Queensland   |
| <b>Local government region</b> | Barcaldine Regional Council, Isaac Regional Council          |

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## Description of the area covered by the agreement

### Clause 1.1 Definitions

'ILUA Area' means the land and waters described in Schedule 1. [Schedule 1 is an attachment to the Register Extract].

### Clause 2.6 Area of application

The provisions of this agreement apply to the ILUA Area.

The ILUA Area specifically excludes the area of the Jangga registered native title claim (QUD6230/98).

## Parties to agreement

### *Applicant*

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|------------------------|--|
| <b>Party name</b>      | Hancock Alpha Coal Pty Ltd   |
| <b>Contact address</b> | c/- Blake Dawson<br>Level 38 Riverside Centre<br>123 Eagle Street<br>Brisbane QLD 4000 |

### *Other Parties*

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|------------------------|---|
| <b>Party name</b>      | Jessie Diver, Patrick Fisher, Lynette Landers, Irene White, Elizabeth McAvoy, Patrick Malone and Les Tilley on their own behalf and on behalf of the Native Title Claim Group (the Wangan and Jagalingou People). |
| <b>Contact address</b> | c/- Queensland South Native Title Services<br>Level 4<br>370 Queen Street<br>Brisbane Qld 4000  |

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|------------------------|---|
| <b>Party name</b>      | State of Queensland   |
| <b>Contact address</b> | The Coordinator-General<br>Level 12, Executive Building<br>100 George Street<br>Brisbane QLD 4000 |

## Period in which the agreement will operate

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|-------------------|---------------|
| <b>Start date</b> | not specified |
| <b>End Date</b>   | not specified |

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#### Clause 2.1 Commencement and operation

Subject to clause 3.1 and 4.1, this Agreement commences on the Commencement Date.

#### Clause 2.2 Decision to Proceed

HACPL must notify the State and the Native Title Applicants of the date:

- (a) on which it makes the Decision to Proceed; or
- (b) on which it decides not to proceed with the Project, within 14 days of either of those decisions taking place.

#### Clause 2.3 Termination

(a) This Agreement may be terminated:

- (i) by the written consent of the Parties;
- (ii) if HACPL notifies the State and the Native Title Applicants that a decision has been made not to proceed with the Project;
- (iii) if HACPL has notified the State and the Native Title Applicants that it has made a Decision to Proceed but subsequently terminates the Project such that it no longer proceeds with the Project or no longer holds any rights or interests in all Project Approvals;
- (iv) if there is a Contrary Determination and HACPL gives the Native Title Applicants and the State notice that it proposes to terminate this Agreement, the termination to take effect five Business Days after such notice is delivered unless otherwise agreed in writing, in which case HACPL must advise the State of such agreement; or
- (v) in the circumstance described in clause 2.4(b)(i) and upon the date referred to in that clause.

(b) This Agreement will terminate in the event that the Agreement has not been Registered within two years of the Commencement Date or such further period as the Parties may agree in writing.

(c) In the event of termination of the Agreement, the Parties will do all things necessary to remove the details of this Agreement from the ILUA Register and subject to clause 2.5, all rights and obligations will be at an end.

#### Clause 2.4 Termination if no Decision to Proceed

If HACPL has not notified the State and the Native Title Applicants of the Decision to Proceed by the ILUA Review Date the following process will be undertaken:

(a) HACPL and the State will meet within three months of the ILUA Review Date for the purposes of HACPL providing an update on the progress of the development of the Project, the reasons as to why a Decision to Proceed has not been made, and the likely timing of making a Decision to Proceed;

(b) following that meeting the State and HACPL may jointly:

(i) decide to terminate this Agreement on a specified date if there has not been a Decision to Proceed by that date; or

(ii) decide that this Agreement is to continue to be in force; and

(c) HACPL must advise the Native Title Applicants of the outcome of the meeting in writing as soon as possible or in any event within 14 Business Days of this meeting.

#### Clause 2.5 Continuation of rights after termination

If the Agreement terminates after the commencement of clause 3 pursuant to clause 2.3(a)(iii), the Parties' consent in clause 3, and the support and agreement given in clause 4 by the Native Title Applicants on their own behalf and on behalf of the Native Title Claim Group, continues with regard to any Future Acts, Surrender, or Taking of Native Title, Granted or done prior to the date of termination.

#### Clause 3.1 Commencement of this clause

This clause 3 commences on the Registration Date or the date of the Decision to Proceed, whichever is the later.

#### Clause 1.1 Definitions

'Commencement Date' means the day on which this Agreement is executed by the Parties and if executed on different days, the later of those days.

'Contrary Determination' means an Approved Determination of Native Title that Native Title Holders other than the Native Title Claim Group hold Native Title to all or part of the ILUA Area.

'Decision to Proceed' means the decision of HACPL in its absolute discretion to proceed with the construction and operation of all or part of the Project.

'ILUA Review Date' means the date that is five years after the Registration Date.

'Native Title Applicants' means the living Registered Native Title Claimants in the Native Title Claim from time to time and who, as at the Commencement Date, are Jessie Diver, Patrick Fisher, Lynette Landers, Irene White, Elizabeth McAvoy, Patrick Malone and Les Tilley.

'Native Title Claim' means the Claimant Application lodged in the Federal Court and allocated number QUD85/04.

'Native Title Claim Group' means the native title claim group represented in the Native Title Claim, being the Wangan and Jagalingou people.

'Registration Date' in relation to this Agreement means the date on which the Agreement is entered on the ILUA Register.

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

### Clause 3.2 Consent to Grant of Project Approvals and undertaking of Project Activities

The Parties:

- (a) consent to the Grant or doing of all Project Approvals; and
- (b) consent to the undertaking of all Project Activities.

### Clause 3.3 Consent to Surrender

The Parties:

- (a) consent to any Surrender that occurs within the ILUA Area pursuant to clause 3.4(a); and
- (b) for the purposes of section 24EB(1)(d) of the NTA, agree that any Surrender that occurs pursuant to clause 3 is intended to extinguish Native Title at the time of the particular Surrender.

### Clause 3.4 Process for Surrender

(a) If:

- (i) Hancock seeks a Project Approval that relates to the ILUA Area; and
  - (ii) the Project Approval cannot be Granted unless a Surrender takes place, then a Surrender will occur immediately before the Project Approval is Granted in relation to Native Title that exists within that part of the ILUA Area the subject of the Project Approval.
- (b) HACPL must notify the Native Title Applicants of any Surrender that occurs pursuant to this clause and provide the State with a copy of that notification.

### Clause 3.6 Consent to Future Acts

The Parties consent, for the purposes of section 24EB(1)(b) of the NTA and Regulation 7(5) of the Native Title (Indigenous Land Use Agreement) Regulations 1999 (Cth), to the doing of any of the acts in the ILUA Area referred to in this clause 3 that are Future Acts.

### Clause 3.7 Acts excluded from the right to negotiate

Subdivision P, division 3 of part 2 of the NTA is not intended to apply and does not apply to the Future Acts to be done within the ILUA Area or the Surrender authorised by this Agreement.

## Clause 1.1 Definitions

'Project' means the project proposed by Hancock comprising the following components, both within the ILUA Area and outside of the ILUA Area:

- (a) the development of thermal coal mines (known as the Alpha Coal Project and the Kevin's Corner Project), each having an approximate production capacity of 30 mtpa over a life span of more than 30 years) together with associated infrastructure and utilities;
- (b) a mine to port railway between Alpha and Abbot Point:
  - (i) of approximately 495km in length and 60 to 80 metres in width;
  - (ii) designed to initially accommodate the transportation of between 60 and 80 mtpa of coal and with potential to increase the tonnage transported with additional passing loops and selective partial duplication of track; and
  - (iii) including a load out loop at the Alpha Coal minesite, a spur and load out loop to the Kevin's Corner mine site, the main line from the mining operations to the port at Abbot Point, passing loops, maintenance tracks, maintenance and marshalling yards and port unload loops;
- (c) a coal export facility, port, and material handling facility at Abbot Point with an approximate minimum capacity of 60 mtpa; and
- (d) all other infrastructure considered necessary or desirable by HACPL which may include:
  - (i) a mine industrial area including main workshop, warehouse, administration buildings, training and emergency services building, tyre bay, light vehicle workshop and bucket repair shop;
  - (ii) coal handling and preparation plant and associated infrastructure;
  - (iii) an airport;
  - (iv) construction camps;
  - (v) a main accommodation camp;
  - (vi) mine access and other internal roads;
  - (vii) fuel, oil, and explosives storage facilities;
  - (viii) a fuel transportation pipeline;
  - (ix) power supply options for the power requirements including transmission lines;
  - (x) on site borefield and regional long term water supply options including water pipelines, pumping stations and associated power supply; and
  - (xi) communication cables and towers.

'Project Activity' means an activity authorised by a Project Approval and undertaken within the ILUA Area.

'Project Approval' means an Approval to any person and relating to an area that includes the ILUA Area which in HACPL's opinion is necessary or desirable for the construction, operation, use, maintenance, repair, further development, decommissioning or rehabilitation of the Project but excluding the Grant of the Mining Leases or any other Mining Tenement.

'Mining Leases' means Mining Lease 70425 applied for by Hancock Galilee Pty Ltd and Mining Lease 70426 applied for by Hancock Coal Pty Ltd, both being Related Bodies Corporate of HACPL.

'Surrender' means a surrender of Native Title within the ILUA Area.

**Attachments to the entry**

[QI2010\\_041 Schedule 1 ILUA Area and Co-ordinates A4 2 pages.pdf](#)