



## Extract from Register of Indigenous Land Use Agreements

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| <b>NNTT number</b>             | QI2013/036                                      |
| <b>Short name</b>              | Juru People and Adani Abbot Point Terminal ILUA |
| <b>ILUA type</b>               | Area Agreement                                  |
| <b>Date registered</b>         | 20/01/2014                                      |
| <b>State/territory</b>         | Queensland                                      |
| <b>Local government region</b> | Whitsunday Regional Council                     |

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### Description of the area covered by the agreement

The area to which this Agreement applies is the ILUA Area. ILUA Area means the area described at Part 1 of Schedule 1 and shown on the map at Part 2 of 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:

The Agreement covers about 24.8 sq km, located in the vicinity of Abbot Point, about 20km NW of Bowen]

### Parties to agreement

#### *Applicant*

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|------------------------|---|
| <b>Party name</b>      | Adani Australia Company Pty Ltd as trustee of Adani Australia Holding Trust (Adani) |
| <b>Contact address</b> | c/- Environment Land Heritage Pty Ltd<br>GPO Box 2077<br>Brisbane QLD 4001          |

#### *Other Parties*

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|------------------------|---|
| <b>Party name</b>      | Margaret Smallwood, Tracey Lampton, Loretta Prior, Ray Gaston, Andrew Morrell, Janet Lymburner and Lenora Aldridge on their own behalf and on behalf of the Native Title Claim Group for the Juru People (QUD554/2010) claimant application (Applicant) |
| <b>Contact address</b> | c/- Applicant, Juru Enterprises Ltd<br>PO Box 748   |

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**Party name** State of Queensland (State)  
C/- The Executive Director

**Contact address** Aboriginal and Torres Strait Islander Land Services  
Department of Natural Resources and Mines  
GPO Box 2454  
Brisbane QLD 4001

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**Period in which the agreement will operate**

**Start date** not specified

**End date** not specified

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4. This agreement commences on the Commencement Date and, subject to clause 9(h) and clause 17, will operate for the Life of the Project.

9.

(h) For the avoidance of doubt, the Parties agree that if this Agreement is not Registered within 12 months of the Commencement Date or such later date that the Parties may agree in writing, both this Agreement and the Ancillary Agreement will terminate.

17.1 Subject to the payment of any benefits agreed to be paid by Adani under the Ancillary Agreement, and accrued prior to the date of termination:

- a) Adani may terminate this Agreement and the Ancillary Agreement by giving one month's notice to the parties to this Agreement and the Ancillary Agreement, if the ILUA Project is discontinued;
- b) otherwise, this Agreement and the Ancillary Agreement may be terminated by (and in accordance with the terms of) the written consent of the parties to this agreement in question,

1.1 Definitions

'Commencement Date' means the earlier of:

- (a) the date on which this Agreement is executed by the last of the Parties to this Agreement; and
- (b) the date on which this Agreement was notified by the Registrar under section 24CH of the NTA.

'Life of the Project' means the period during which Adani, or any of its assignees or transferees, are engaged in:

- (a) planning, designing, developing, constructing, operating, maintaining and decommissioning; and
- (b) carrying out final rehabilitation works in respect of, the ILUA Project, such period to include the duration of:
  - (c) the Agreed Acts;
  - (d) the undertaking of the ILUA Project; and
  - (e) the holding by Adani of any Approval in or in relation to the ILUA Area.

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

9. Consents

- (a) The Parties agree to and consent to:

- (i) the Agreed Acts;
- (ii) the validation of any Agreed Acts that take place after the Commencement Date and prior to Registration;
- (iii) any Surrender that occurs pursuant to the process set out in clause 9(b); and
- (iv) the undertaking of the ILUA Project.

(b) With respect to clause 9(a)(iii), if:

- (i) Adani or a Third Party seeks an Approval; and
- (ii) the Approval cannot be Granted unless a Surrender first takes place, then:
- (iii) provided this Agreement has been Registered, a Surrender will occur immediately before the Approval is Granted in relation to any Native Title Rights and Interests that exist within that part of the Surrender Area that is the subject of the Approval; and
- (iv) Adani must notify the Applicant of each Surrender within ten Business Days of the day on which the relevant Surrender is taken to have occurred, and must provide a copy of that notification to the State concurrently.

(c) The Parties agree that any Surrender is intended to extinguish any Native Title that may exist in relation to the relevant part of the Surrender Area, at the time of the Surrender.

(g) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to any Agreed Acts, or to any Surrender, on and from the date this Agreement is Registered.

#### 1.1 Definitions

'Agreed Acts' means the acts and classes of acts listed in Schedule 2. [A copy of schedule 2 is attached to this register extract]

'ILUA Project' means any works in the ILUA Area related to or associated with an increase in terminal capacity at Abbot Point port and any works necessary or desirable for the use of the port (including such increased capacity) and including:

- (a) the planning, design, development, construction, operation and maintenance of the Works;
  - (b) the planning, design, development, construction, operation and maintenance of infrastructure or other facilities that Adani or any Third Party, acting reasonably, considers are necessary or desirable for, or to support the conduct of, the operations referred to in paragraph (a) above, including access roads, rail loops and offloading facilities, haul roads or bridges, groyne walls, power lines, telecommunication lines or other communication facilities, quarries, laydown areas, stockpiles, water pipelines and associated infrastructure, gas pipelines and associated infrastructure, sewer pipelines and associated infrastructure, other utility infrastructure, loading or unloading infrastructure or facilities, conveyors, shipping facilities, jetties, wharfage/docking facilities, tug facilities, settlement ponds, reclamation infrastructure and facilities, navigational equipment or aids, office or accommodation buildings, workshops, camps and any other building or structures; and
  - (c) a reference to each and every phase and component of the operations referred to in paragraphs (a) and (b) above and activities related to, associated with or incidental to the activities referred to in paragraphs (a) and (b) above (including the phase of decommissioning and completing any final rehabilitation of those operations and terminating or surrendering the Agreed Acts),
- but does not include the planning, design, development, construction, operation and maintenance of standard gauge rail infrastructure or the Grant of any Approval for such infrastructure.

"Surrender" means a surrender to the State of any Native Title Rights and Interests within the

Surrender Area.

'Surrender Area' means an area of not more than 24 hectares of the land or waters that will be within and not extend beyond the outer boundaries formed by the coordinates set out in Part 3 of Schedule 1 and shown on the map at Part 4 of Schedule 1 and that will be determined by survey after the Commencement Date but prior to any Surrender.

'Works' means the Stage 1 Works and the Stage 2 Works.

'Stage 1 Works' means:

- (a) a coal bund at the existing T1 terminal;
- (b) an approach trestle;
- (c) an additional offshore loading trestle and berth;
- (d) expansion of materials offloading facilities;
- (e) a tug harbour;
- (f) power and water supply;
- (g) laydown areas and construction camps; and
- (h) access roads.

'Stage 2 Works' means:

- (a) two coal bunds at the T0 terminal;
- (b) a rail loop and offloading facility; and
- (c) an offshore ship loading berth.

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

[QI2013\\_036 Schedule 1 Map and description of ILUA area and surrender area.pdf](#)

[QI2013\\_036 Schedule 2 Agreed Acts.pdf](#)