



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/072
Short name	Kyburra Munda Yalga Aboriginal Corporation RNTBC and Adani Mining North Galilee Basin Rail Project ILUA
ILUA type	Body Corporate
Date registered	24/11/2014
State/territory	Queensland
Local government region	Whitsunday Regional Council

Description of the area covered by the agreement

Clause 1.1 defines 'ILUA Area' as the area described at Part 1 of Schedule 1 as depicted 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 also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement covers about 1.7 sq km, south of Abbott Point and Guthalungra, and approx 20 km north west of Bowen].

Parties to agreement

Applicant

Party name	Adani Mining Pty Ltd
Contact address	c/- Environment Land Heritage Pty Ltd GPO Box 2077 Brisbane QLD 4001

Other Parties

Party name	Kyburra Munda Yalga Aboriginal Corporation RNTBC
Contact address	c/- HWL Ebsworth Level 23, 123 Eagle Street Brisbane QLD 4000

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

Period in which the agreement will operate

Start date not specified

End Date not specified

4. This Agreement commences on the Commencement Date [being 16 September 2014] and, subject to clause 9(i) and clause 17, will operate for the Life of the Project (Term).

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

9. (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 Juru PBC 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.

(d) 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.

(h) For the purposes of section 24EB(1)(c) of the NTA [Native Title Act 1993 (Cth)] and regulation 6(5)(b) of the Regulations, 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.

'Agreed Acts' means the acts and classes of acts listed in Schedule 2.

Schedule 2

The Agreed Acts are:

(a) the Grant of any Approvals (or any other rights and interests) with respect to the ILUA Project including:

(i) under relevant laws of the State and the Commonwealth of Australia;

(ii) the declaration, dedication, use, management or similar act of any part of the ILUA Area for reserve including road purposes;

(iii) the de-gazettal or similar act of any roads, reserves or other Crown land;

(iv) tenure under the Land Act 1994 (Qld) and Land Title Act 1994 (Qld) and any easements;

(v) any Approvals related to or associated with any infrastructure or other facilities; and

(b) the undertaking of any acts pursuant to the above Grants or acts considered by Adani or a Third Party to be necessary or desirable for, or incidental to, the undertaking of the ILUA Project;

(c) the making, amendment or repeal of legislation, regulations, by-laws, ordinances (and similar acts) necessary or desirable for, or incidental to, the ILUA Project; and

(d) the validation of any of the acts referred to in paragraphs (a) to (c) above that take place after the Commencement Date and prior to Registration,

and, for the avoidance of doubt, the Agreed Acts do not include:

(e) the Surrender or the Taking of Native Title; or

(f) any compulsory acquisition of Native Title Rights and Interests in relation to any part of the ILUA Area.

'ILUA Project' means any works in the ILUA Area related to or associated with:

(a) the planning, design, development, construction, operation and maintenance of the Rail Line [being a standard gauge mine to port railway connecting the northern Galilee Basin to the port of Abbott Point].

(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 railway infrastructure, access roads, realignment of the Abbott Point road, rail loops and offloading facilities, haul roads or bridges, 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, office or accommodation buildings, workshops, camps and any other building or structures; and

(c) 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).

Attachments to the entry

[QI2014_072 Schedule 1 Description of ILUA Area.pdf](#)

