



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/080
Short name	Birriah People and Adani Mining North Galilee Basin Rail Project ILUA
ILUA type	Area Agreement
Date registered	24/04/2015
State/territory	Queensland
Local government region	Whitsunday Regional Council

Description of the area covered by the agreement

'ILUA Area' is defined in clause 1.1 as the area described at Part 1 of Schedule 1 as depicted on the map at Part 2 of Schedule 1. [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 1863 sq km west of Collinsville, about 40 km SW of Bowen].

Parties to agreement

Applicant

Party name	David Miller, Gracelyn Smallwood, Colin McLennan, Frank Fisher, Ron Miller, David Lenoy [during the notice period for the ILUA, the Registrar was informed that this individual's name is Darren Lenoy, not David Lenoy as appears in the agreement] and Algon Walsh Jnr on their own behalf and on behalf of the Native Title Claim Group
Contact address	c/- Michael Owens, Lawyer and Consultant PO Box 1989 Aitkenvale QLD 4814

Other Parties

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

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

Period in which the agreement will operate

Start date not specified

End Date not specified

4.(a) This Agreement commences on the Commencement Date [being 4 November 2014] and, subject to clause 4(b), will operate until it is terminated in accordance with clause 17.

(b) 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, that both this Agreement and the Ancillary Agreement will terminate.

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 without conditions;

(ii) any Surrender for the ILUA Project that occurs pursuant to the process set out in clause 9(b);

(iii) any Taking of Native Title for the ILUA Project;

(iv) the undertaking of the ILUA Project;

(v) the validation of any of the above that takes place prior to Registration.

(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) For the purposes of section 24EB(1)(c) of the NTA [Native Title Act 1993 (Cth)] and regulation 7(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 or any Taking of Native Title.

'Agreed Acts' means the acts and classes of acts listed in Schedule 2. [Schedule 2 is attached to this Register Extract].

'ILUA Project' means any works in the ILUA Area that Adani or any Third Party, acting reasonably, considers are necessary or desirable for, related to or associated with the planning, design, development, construction, operation and maintenance of:

(a) the Railway and other railway infrastructure;

(b) facilities for the conveying and haulage transportation of coal;

(c) access roads, haul roads and bridges;

(d) power generation facilities, power transmission facilities and power lines;

(e) telecommunication lines, communication cables and towers and other communication facilities;

(f) quarries and borrow pits;

(g) laydown areas and stockpiles;

(h) facilities for the storage, processing and transportation of gas including gas pipelines and other gas infrastructure related to the development, construction, operation and maintenance of the Railway;

(i) facilities for the extraction, storage, processing and transportation of water including water pipelines, dams, bores and other water infrastructure related to the development, construction, operation and maintenance of the Railway;

(j) office or accommodation buildings, workshops, camps and any other building or structures;

(k) offices, workshops and any other building or structures;

(l) sewer pipelines and associated infrastructure;

(m) utility and industrial facilities and areas;

(n) loading or unloading infrastructure or facilities; and

(o) navigational equipment or aids,

as well as each and every phase and component of the operations referred to above and activities related to, associated with or incidental to the activities referred to above (including the phase of decommissioning and completing any final rehabilitation of those operations and terminating or surrendering the Agreed Acts).

'Taking of Native Title' means a taking of Native Title Rights and Interests within the Surrender Area pursuant to the State Development and Public Works Organisation Act 1971 (Qld), the Transport Planning and Coordination Act 1994 (Qld), the Transport Infrastructure Act 1994 (Qld), the Acquisition of Land Act 1967 (Qld) or any other legislation that provides for the taking of land or waters or of rights or interests relating to land or waters.

Attachments to the entry

[QI2014_080 Schedule 1 Part 1 Description of ILUA Area.pdf](#)

[QI2014_080 Schedule 1 Part 2 Map of ILUA Area.pdf](#)

[QI2014_080 Schedule 2 Agreed Acts.pdf](#)