



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2016/015
<b>Short name</b>	Wangan & Jagalingou People and Adani Mining Carmichael Project ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	08/12/2017
<b>State/territory</b>	Queensland
<b>Local government region</b>	Isaac Regional Council

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## Description of the area covered by the agreement

5 The area to which this Agreement applies is the ILUA Area.

1.1 'ILUA Area' means the area described at Part 1 of Schedule 1 and shown on the map at Part 2 of Schedule 1.

[A map and description of the agreement area is contained in Schedule 1 of the agreement. 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 Areas covers about 725 sq km located approximately 120 km north east of Clermont.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Adani Mining Pty Ltd
<b>Contact address</b>	GPO Box 2569 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Adrian Burragubba, Patrick Malone, Irene White, Lyndell Turbane, Priscilla Gyemore, Craig Dallen, Linda Bobongie, Norman Johnson Jnr, Gwendoline Fisher, Les Tilley, Delia Kemppi and Lester Barnard on their own behalf in their capacity as Registered Native Title Claimant for the Native Title Claim and on behalf of the W&J [Wangan & Jagalingou] People
<b>Contact address</b>	c/- HWL Ebsworth Lawyers Level 19, 480 Queen Street Brisbane QLD 4000

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<b>Party name</b>	State of Queensland
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**Contact address**

The Executive Director, Aboriginal and Torres Strait Islander Land Services  
Department of Natural Resources and Mines  
GPO Box 15216  
Brisbane QLD 4002

**Period in which the agreement will operate**

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<b>Start date</b>	20/04/2016
<b>End Date</b>	not specified

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4 This Agreement commences on the Commencement Date and will operate until terminated in accordance with clause 16.

1.1 'Commencement Date' means the date on which this Agreement is executed by the last of:

- (a) Adani;
- (b) the State; and
- (c) one or more of the persons constituting the Representative Parties on their own behalf in their capacity as Registered Native Title Claimant for the Native Title Claim and on behalf of the W&J People.

**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 that occurs pursuant to the process set out in clause 9(b);
- (iii) any Taking of Native Title; and
- (iv) the undertaking of the ILUA Project,

in each case to the extent that it is in accordance with this Agreement and any applicable Law.

(b) With respect to clause 9(a)(ii), the Parties acknowledge and agree that:

- (i) pursuant to the process set out in this clause 9(b), Surrenders may occur with respect to one or more areas within the Surrender Area; and

(ii) if:

A. Adani seeks an Approval (with respect to an area within the Surrender Zone) that cannot be Granted unless a Surrender first takes place; and

B. a Surrender over the part of the Surrender Zone that is the subject of the Approval would not result in the total area Surrendered under this Agreement or subject to a Taking of Native Title being greater than the Surrender Area,

then:

C. 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 Zone that is the subject of the Approval; and

D. Adani must notify the Native Title Parties of the Surrender (such notice to include a copy of a plan of survey identifying the area to which the Surrender relates) and provide the State with a copy of that notification.

(c) The total area the subject of all Surrenders and any Taking of Native Title under clause 9(a)(ii) and 9(a)(iii), must not exceed the Surrender Area and the consents in those clauses 9(a)(ii) and 9(a)(iii) are subject to this limitation.

(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 Zone, at the time of the Surrender.

(e) Subject to clause 9(d), to the extent that the Grant or doing of any of the Agreed Acts, or the undertaking of any aspect of the ILUA Project, is a Future Act, the Parties agree that the Non-Extinguishment Principle applies to the doing of such Future Act.

(h) For the purposes of section 24EB(1)(c) of the NTA and regulation 7(5)(b) of the Regulations, on and from the date this Agreement is Registered, Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to any Agreed Acts, or to any Surrender or any Taking of Native Title.

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

'Approvals' means any authorisation, lease, title, tenure including freehold tenure, licence, permit, approval, certificate, declaration, regulation, consent, direction or notice whether or not from any Government Agency or other competent authority that Adani, acting reasonably, considers is necessary or desirable for, or incidental to, the undertaking of the ILUA Project on any part of the ILUA Area.

'Conclusive Registration' means, with respect to the Registration of this Agreement, this Agreement remaining Registered:

(a) at the expiration of any applicable Limitation Period, provided that no Legal Proceedings were commenced in respect of such Registration during the relevant Limitation Period; or

(b) otherwise, following the discontinuation of Legal Proceedings, or the exhaustion and determination of the final available Legal Proceedings, in respect of such Registration.

'Grant' includes grant, re-grant, re-making, substitution, replacement, extension of the term, renewal or amendment

from time to time.

'ILUA Project' means the project referred to in paragraph A of the Background and includes (to the extent that Adani, acting reasonably, considers the activities to be necessary or desirable (whether or not exclusively) for, or to support any aspect of the project) the planning, design, development, establishment, construction, extension, operation and maintenance of:

- (a) a coal mine or mines within the ILUA Area including exploration and drilling for coal;
- (b) removal and stockpiling of overburden;
- (c) extraction, processing and production of coal;
- (d) conveying and haulage transportation of coal;
- (e) loading and marketing of coal;
- (f) railway lines and railway infrastructure;
- (g) facilities for the extraction, storage, processing and transportation of gas including gas pipelines and other gas infrastructure;
- (h) facilities for the extraction, storage, processing and transportation of water including water pipelines, dams, bores and other water infrastructure;
- (i) power generation facilities, power transmission facilities and power lines;
- (j) access roads, haul roads and bridges;
- (k) levees and groin walls;
- (l) quarries and borrow pits;
- (m) laydown areas and stockpiles;
- (n) construction camps, accommodation villages and buildings;
- (o) offices, workshops and any other building or structures;
- (p) utility and industrial facilities and areas;
- (q) airports, airstrips and associated infrastructure;
- (r) telecommunication lines, communication cables and towers and other communication facilities;
- (s) sewer pipelines and associated infrastructure;
- (t) navigational equipment or aids; and
- (u) fuel, oil and explosives storage facilities,

as well as a reference to 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).

'Mining Interest' has the meaning given by the MRA.

'Mining Leases' means any ML to be granted from:

- (a) MLA 70441;
  - (b) MLA 70505; or
  - (c) MLA 70506,
- or some or all of them.

'ML' has the meaning given to "mining lease" by the MRA.

'MLA' means an application for the grant of a ML made under the MRA.

'MLA 70441' means:

- (a) MLA numbered 70441 lodged under the MRA on 8 November 2010; and
- (b) any other MLA made within the area of MLA 70441, in whole or part or parts, in substitution or replacement of MLA 70441.

'MLA 70505' means:

- (a) MLA numbered 70505 lodged under the MRA on 9 July 2013; and
- (b) any other MLA made within the area of MLA 70505, in whole or part or parts, in substitution or replacement of MLA 70505.

'MLA 70506' means:

- (a) MLA numbered 70506 lodged under the MRA on 9 July 2013; and
- (b) any other MLA made within the area of MLA 70506, in whole or part or parts, in substitution or replacement of MLA 70506.

'MRA' means the Mineral Resources Act 1989 (Qld).

'NTA' means the Native Title Act 1993 (Cth).

'Regulations' mean the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth).

'Surrender' means a surrender to the State of any of the Native Title within the Surrender Area for the purposes of the ILUA Project in accordance with the process set out in clause 9(b).

'Surrender Area' means an area of not more than 2,750 hectares to be located within the Surrender Zone.

'Surrender Zone' means the external boundaries formed by the coordinates set out at Part 3 of Schedule 1 and shown on the map at Part 4 of Schedule 1.

'Taking of Native Title' means a taking of Native Title Rights and Interests within the Surrender Area for the purposes of the ILUA Project 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 which provides for the taking of land or waters or of rights or interests relating to land or waters.

**Attachments to the entry**

[Schedule 1 ILUA Area \(002\).pdf](#)

[Schedule 2 ILUA Agreed Acts Page 1 of 1, A4.pdf](#)