



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2017/016
<b>Short name</b>	Mitakoodi & Mayi People #5 Rail Load Out Facility ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	15/05/2018
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cloncurry Shire Council

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## Description of the area covered by the agreement

'ILUA Area' means that part of Lot 2463 on Crown Plan PH760 shown on the map in Schedule 1 and described in writing in Schedule 2.

[A copy of Schedules 1 and 2 are 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 Area covers about 3 sq km, situated approximately 8 km east of Cloncurry].

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Edward Ah Sam, Pearl Connelly, Kay Douglas, Norman Douglas, Brian Douglas, Tanya Kum Sing and Ronald Major as the Registered Native Title Claimant for Native Title Determination Application QUD556/2015 (Mitakoodi and Mayi People #5)
<b>Contact address</b>	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

### *Other Parties*

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<b>Party name</b>	Andrew William Jesse Daniels, Samuel Donald James Daniels, Gabrielle Kennedy, Jeffrey Robert James Daniels, Luke William Jesse Daniels
<b>Contact address</b>	c/- Thynne & Macartney GPO Box 245 Brisbane QLD 4001

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<b>Party name</b>	Grand Central Industries (Holdings) Pty Ltd
<b>Contact address</b>	Level 5, Central Plaza Flinders Street Townsville QLD 4810

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	GPO Box 5221 Brisbane QLD 4001

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## Period in which the agreement will operate

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<b>Start date</b>	29/11/2017
<b>End Date</b>	not specified

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### 3 Term

(a) Except where otherwise expressly provided, this Agreement commences on the Execution Date.

(b) The Parties agree that the Agreement will terminate upon the decommissioning of all of the facilities comprising the MURLF Project.

(c) In the event of termination of the Agreement:

(i) the Parties will do all things necessary to remove the details of the Agreement from the Register of Indigenous Land Use Agreements; and

(ii) the Native Title Party will retain any rights accrued prior to termination.

'MURLF Project' means the development, construction and operation of works that together comprise a rail load out facility available for use by multiple customers that includes in brief the following Project particulars:-

(a) a hardstand area for loading and unloading, transiting, storage of containers, commodities and products;

(b) a rail spur and anticipated future loop;

(c) rail and truck loading and unloading facilities for bulk materials such as mineral concentrates, fuel, cement, agricultural products and general containerised freight; and

(d) a new intersection onto the Flinders Highway; and gate house entrance and stormwater detention and sediment basins.

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

### 5 Consent to Future Acts

(a) The Parties agree to and consent to the doing of any Future Acts that constitute Project Activities in the ILUA Area prior to any Surrender of Native Title and this is a statement for the purposes of section 24EB(1)(b) of the NTA.

(b) Part 2 Division 3 Subdivision P of the NTA does not apply to the doing of Future Acts consented to under this clause and this is a statement for the purposes of section 24EB(1)(c) of the NTA.

### 6 Surrender of Native Title

6.1 On condition that the Native Title Party gives a notice to the State (which notice cannot be unreasonably withheld) that:-

(a) the Proponents are not in default of their obligations under this Agreement; and

(b) the Proponents have obtained all necessary statutory and regulatory approvals for the MURLF Project under Queensland Law including development approval

the Parties agree and consent to the Surrender of Native Title over the ILUA Area.

6.2 The Parties acknowledge for the purposes of section 24EB(1)(d) of the NTA that the Surrender is to the State and is intended to extinguish Native Title over the ILUA Area.

6.3 Provided that this Agreement has been Registered, the Surrender will take effect immediately prior to the grant of an estate in fee simple over the ILUA Area.

'Project Activities' means all activities in or relating to the ILUA Area that are involved in, or connected to, or are necessary for the MURLF Project including any statutory or regulatory approvals for the MURLF Project.

## Attachments to the entry

[QI2017 016 Schedule 1 Map of ILUA area.pdf](#)

[QI2017 016 Schedule 2 Written Description of ILUA Area.pdf](#)