



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2019/009
<b>Short name</b>	Shoalwater Bay Training Area Expansion Project Agreement
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	17/06/2019
<b>State/territory</b>	Queensland
<b>Local government region</b>	Livingstone Shire Council

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## Description of the area covered by the agreement

**ILUA Area** means, the area to which this Agreement applies, being the land and waters as described in Schedule 1 ("Description of ILUA Area") and shown in the map in Schedule 2 ("Map of ILUA Area").

[A written description of the ILUA Area is contained in Schedule 1. A map of the ILUA Area is contained in Schedule 2. Copies of Schedules 1 and 2 are attached to this register extract.]

The following general description of the area covered by the agreement 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 approx. 1073 sq km, is situated in the vicinity of Shoalwater Bay about 50km north of Rockhampton and extends easterly from the Bruce Highway to the coastline.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Commonwealth of Australia acting through the Department of Defence
<b>Contact address</b>	BP26-G-A007 Brindabella Park Offices Canberra ACT 2610

### *Other Parties*

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<b>Party name</b>	Darumbal People Aboriginal Corporation RNTBC
<b>Contact address</b>	PO Box 8581 Allerstown QLD 4700

## Period in which the agreement will operate

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<b>Start date</b>	02/04/2019
<b>End Date</b>	not specified

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2. This Agreement commences on the Commencement Date.

**Commencement Date** means the date this Agreement is executed by the last of the Parties to execute it.

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

5. For the purposes of: (a) section 24EB(1)(c) of the NTA [*Native Title Act 1993 (Cth)*]; and (b) regulation 6(5)(b) of the ILUA Regulations [*Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth)*], the Parties agree that Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the Agreed Acts.

9.1(a) The Parties consent to: (i) the doing of the Project; (ii) the Grant and implementation of the Project Rights; and (iii) other acts necessary, ancillary, incidental or expedient to give effect to the Project and the Grant and implementation of the Project Rights, in the ILUA Area in accordance with this Agreement at any time after Registration and agree not to challenge their validity in the future, (collectively, the "Agreed Acts"). (b) For the avoidance of doubt, the Darumbal RNTBC consents to Defence and its nominees accessing the ILUA Area for the purpose of exercising its rights under the Agreed Acts.

**Agreed Acts** has the meaning given to that term in clause 9.1 ("Project Rights and associated rights").

**Grant** means initial grant, reissue, remaking, substitution, renewal, extension or further or subsequent grant, and **Granted** has a corresponding meaning.

**ILUA Area** means, the area to which this Agreement applies, being the land and waters as described in Schedule 1 ("Description of ILUA Area") and shown in the map in Schedule 2 ("Map of ILUA Area").

**Project** means all activities, works and operations which may be undertaken for or incidental to military training initiatives, including the construction and operation of live fire, simulated and manoeuvre training facilities, weapons ranges, camp accommodation, fencing, telecommunication equipment, roads, landing and embarkation grounds, and other training facilities, in the ILUA Area.

**Project Rights** means all approvals, authorisations, authorities, certificates, consents, declarations, directions, easements, leases, licences, notices, permits, renewals, rights, tenures or titles:

- (a) from any Government Agency or governmental or other competent authority;
- (b) which are necessary, ancillary, usual or incidental for the carrying out of the Project in the ILUA Area or the doing of any other act necessary, ancillary, usual or incidental to give effect to the Project in the ILUA Area or to enable the Project to proceed in the ILUA Area in accordance with all Applicable Laws, including all of such things required under:
  - (c) the *Defence Act 1903* (Cth);
  - (d) the *Defence Instructions (General)* 59-1 ;
  - (e) the *Defence Regulation 2016* (Cth);
  - (f) the *Environmental Protection Act 1994* (Qld);
  - (g) the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth);
  - (h) the *Land Act 1994* (Qld);
  - (i) the *Lands Acquisition Act 1989* (Cth);
  - (j) the *Nature Conservation Act 1992* (Qld);
  - (k) the *State Development and Public Works Organisation Act 1971* (Qld);
  - (l) the *Planning Act 2016* (Qld);
  - (m) the *Vegetation Management Act 1999* (Qld);
  - (n) the *Water Act 2000* (Qld),
- (o) local government by-laws and ordinances; and
- (p) any other legislation, regulation, by-law, ordinance, or other such instrument required for the Project.

### Attachments to the entry

[QI2019\\_009 Schedule 1 Description of ILUA Area.pdf](#)

[QI2019\\_009 Schedule 2 Map of ILUA Area.pdf](#)

[QI2019\\_009 NNTT Map for Information Only A3L.pdf](#)