



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2024/015
<b>Short name</b>	Dugald River Wind Farm Project ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	14/04/2025
<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

The **ILUA Area** is the area described and depicted on the map in Schedule 2.

[A copy of Schedule 2 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 area covers about 33.5 sq km and is located west of the Burke Developmental Road, approx. 15 km north west of Cloncurry.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	MMG Dugald River Pty Limited ABN 19 083 405 556 (MMG)
<b>Contact address</b>	c/- Ashurst Level 38, 123 Eagle Street Brisbane QLD 4000

### Other Parties

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<b>Party name</b>	Kalkadoon Native Title Aboriginal Corporation RNTBC ICN 7639 on behalf of the Kalkadoon People (KNTAC)
<b>Contact address</b>	c/- Thomas-Greer Legal PO Box 6082 Fairfield Gardens QLD 4103

## Period in which the agreement will operate

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<b>Start date</b>	29/11/2024
<b>End Date</b>	not specified

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### 3.1 Commencement and termination

This Agreement commences on the Execution Date and continues until the earliest of:

- (a) the Wind Farm Project End Date;
- (b) the date MMG issues a Project Termination Notice;
- (c) MMG and KNTAC otherwise agreeing in writing to terminate this Agreement; and
- (d) following the Registration of this Agreement on the Register, the date this Agreement is removed from the Register.

**Execution Date** means the date on which this Agreement is taken to have been signed by the last person required to do so.

**Modify** means extend, renew, vary, replace, convert, modify, correct, alter, amend or change. **Modification** has a corresponding meaning.

**Native Title Act** means the *Native Title Act 1993* (Cth).

**Project Termination Notice** means a notice provided by MMG to KNTAC which specifies that the Wind Farm Project will not proceed for whatever reason.

**Register** means the Register of Indigenous Land Use Agreements, with that term having the meaning given in the Native Title Act.

**Registered** means that an ILUA appears on the Register, and **Registration** has a corresponding meaning.

**Stage 2A Wind Farm Project** means the first stage of the Wind Farm Project which will involve the construction and operation of up to 8 wind turbine generators and other associated activities primarily authorised in accordance with the Wind Farm Project Development Approval.

**Stage 2B Wind Farm Project** means the second stage expansion of the Wind Farm Project which will involve the construction of up to 16 additional wind turbine generators and other associated activities primarily authorised in accordance with the Wind Farm Project Development Approval.

**Wind Farm Project** means the development, construction, commissioning, operation, Modification, expansion, extension, maintenance, decommissioning and rehabilitation of the equipment and infrastructure in the ILUA Area associated with the "Dugald River Wind Farm" and includes the construction of up to approximately 24 wind turbine generators, access tracks, electrical connections, powerlines and transmission lines, substations, energy metering, energy storage systems, operation and maintenance facilities, cabling, construction compounds, offsets, vegetation management, temporary construction laydown areas and other activities necessary or incidental to the project, with project development planned to take place over stages commencing with the Stage 2A Wind Farm Project and potentially then the Stage 2B Wind Farm Project.

**Wind Farm Project Development Approval** means a development approval or approvals granted in accordance with the *Planning Act 2016* (Qld) that authorise assessable development for the Stage 2A Wind Farm Project and/or Stage 2B Wind Farm Project, as the case may be.

**Wind Farm Project End Date** means the date that MMG gives KNTAC notice of the permanent cessation and closure of the Wind Farm Project including decommissioning and rehabilitation of the equipment and infrastructure in the ILUA Area associated with the "Dugald River Wind Farm".

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

### 8.1 Consent to Agreed Acts

The Kalkadoon Parties agree with, consent to and support, and continue to agree with, consent to and support:

- (a) MMG's ongoing access to and use of the ILUA Area;
- (b) the Grant or Modification of every:
  - (i) Approval; and
  - (ii) Interest,whether before or after the Commencement Date, and considered by MMG as necessary or desirable for the development and operation of the Wind Farm Project which may include:
- (c) the Grant of one or more easements;
- (d) the Grant of any Approval or Interest in relation to the electricity requirements including the construction and operation of electricity transmission lines, Grant of authority and registration of suitable land tenure for electricity transmission lines;

- (e) the subdivision of the Wind Farm Land Title;
- (f) the addition of a purpose to all or part of the Wind Farm Term Lease to authorise the Wind Farm Project; and
- (g) the Grant of a sublease of the whole or part of the Wind Farm Land Title, (collectively, the **Agreed Acts**).

#### **16.4 Consent to Future Acts – Native Title Act section 24EB(1)**

- (a) Each party acknowledges and agrees that the Agreed Acts may be or may comprise Future Acts to which the provisions of Part 2 of Division 3 of the Native Title Act may apply.
- (b) For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all Agreed Acts (to the extent they involve Future Acts) without conditions but in accordance with this Agreement.
- (c) For the avoidance of doubt, the consent in this clause includes consent to the doing of any and all things ancillary to the doing of the Agreed Acts, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of each of those things.

#### **16.6 Right to Negotiate Procedure does not apply – Native Title Act section 24EB(1)(c)**

The Right to Negotiate Procedure does not apply to any of the Agreed Acts, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the Native Title Act.

**Approval** means any authorisation, lease, sublease, licence, permit, approval, certificate, consent, renewal, direction or notice inclusive of any Modification, and includes an approval from a Minister, Government Agency or other competent authority.

**Approved Determination of Native Title** has the meaning given in the Native Title Act.

**Commencement Date** means the date this Agreement is Registered on the Register.

**Common Law Holders** has the meaning given in the Native Title Act.

**Future Act** has the meaning given in the Native Title Act.

**Government Agency** means any Commonwealth, state or local government, Parliament or any authority or government agency, board, court or instrumentality, Minister or other person having authority or delegation to act on behalf of any of those entities or government, including the Crown in right of the State, Crown in right of the Commonwealth, the Governor, the Governor in Council and the Governor in Council.

**Grant** means grant, dedicate, proclaim, vest, place, extend, renew, re-grant, or remake, or an extension of the term, renewal, or amendment from time to time.

**Interest** means any:

- (a) legal or equitable interest in land or waters;
- (b) right to occupy, use or traverse land or waters;
- (c) easement, charge, power or licence over or in connection with land or waters; or
- (d) authorisation, permit or licence from any Government Agency, whether Granted before, on or after the Commencement Date.

**Kalkadoon Claim** is Federal Court of Australia native title determination (claimant) application QUD579/2005.

**Kalkadoon Determination** means:

(a) an Approved Determination of Native Title made by the Federal Court on 12 December 2011 in *Doyle on behalf of the Kalkadoon People #4 v State of Queensland (No 3)* [2011] FCA 1466 in relation to the Kalkadoon Claim, including as varied pursuant to any appeal from the Kalkadoon Claim or pursuant to section 13(1)(b) of the Native Title Act; and

(b) any other Approved Determination of Native Title that the Kalkadoon People hold Native Title over the ILUA Area which may be made in the future following revocation of the existing determination referred to in paragraph (a) above or in addition to that existing determination.

**Kalkadoon Parties** means KNTAC and the Kalkadoon People.

**Kalkadoon People** or **Person** means the Common Law Holders of Native Title in relation to the area subject to the Kalkadoon Determination.

**Minister** has the meaning given in the *Acts Interpretation Act 1954* (Qld).

**Native Title** has the meaning given in the Native Title Act.

**Right to Negotiate Procedure** means the process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act.

**State** means the State of Queensland.

**Wind Farm Land Title** means Lot 92 on SP303378 title reference 17669227 and any title issued in replacement or as a result of subdivision or resurvey of that title.

**Wind Farm Term Lease** means Rolling Term Lease PPH 13/3692 issued over the Wind Farm Land Title and any lease issued in replacement or substitution over all or part of the Wind Farm Land Title.

**Attachments to the entry**

[QI2024\\_015 Schedule 2 - Description and Map of ILUA Area.pdf](#)