



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2024/007
Short name	Hunter Bay Silica Project Body Corporate ILUA
ILUA type	Body Corporate
Date registered	15/10/2024
State/territory	Queensland
Local government region	Etheridge Shire Council

Description of the area covered by the agreement

3.1 Area

This Agreement applies to the ILUA Area.

ILUA Area means the land and waters described in Schedule 1 to this Agreement and shown on the map in Schedule 2 to this Agreement.

[Copies 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 19.7 sq km and is located approximately 12 km north of Einasleigh.]

Parties to agreement

Applicant

Party name	Hunter Bay Silica Pty Ltd ACN 611 890 254
Contact address	c/- McCullough Robertson Lawyers GPO Box 1855 Brisbane Queensland 4001

Other Parties

Party name	Ewamian People Aboriginal Corporation RNTBC ICN 7950
Contact address	c/- North Queensland Land Council PO Box 679 Cairns North Queensland 4870

Period in which the agreement will operate

Start date	21/05/2024
End Date	not specified

2 Commencement and Term

2.1 Term

Subject to clause 2.2, this Agreement commences on the Commencement Date and terminates on the earlier of:

- (a) the Termination Date; or
- (b) the date on which this Agreement is terminated by agreement in writing between the Parties.

2.2 Condition precedent

Clauses 5 (Consent) (other than clause 5.3(b)) and 7 (Benefits) are conditional on, and have no force or effect until, the Registration Date.

2.3 Accrued rights and obligations

The rights and obligations of a Party under this Agreement which have accrued at the Termination Date will continue beyond the Termination Date until the particular obligation is fulfilled.

2.4 Survival

This clause and clauses: 2.3 (Accrued rights and obligations), 4 (Authority, representations and warranties), 10 (Confidentiality), 15.3 (Governing Law), 15.11 (Survival of Representations and Warranties), and 15.4 (Contractors and sub-contractors, employees, consultants and invitees) survive termination of this Agreement.

2.5 No termination for breach

Despite rights available in law, equity or otherwise, the Parties agree that a Party will not elect to terminate this Agreement for a breach of the Agreement by another Party.

2.6 Termination after registration on the Register

If the Termination Date occurs after this Agreement is recorded on the Register, the Parties must advise the Native Title Registrar in writing that the Agreement should be removed from the Register.

2.7 Termination of existing Native Title Agreement

The Parties acknowledge and agree that on and from the Registration Date the Native Title Agreement has no further force or effect between them, and neither Party is required to comply with its terms.

Access Area means the areas described as such in Schedule 1 and depicted as Western Road Section and Northern Road Section in Schedule 2.

Agreed Area means that part of the Access Area that is:

- (a) no greater than 100 metres wide at any point; and
- (b) agreed in writing between the Proponent and the Native Title Party (acting reasonably) as an appropriate route for an access track, taking into account the results of cultural heritage surveys under the CHMA.

Agreement means this Indigenous land use agreement and includes its schedules.

Ancillary Agreement means the confidential agreement entitled "Hunter Bay Silica Project Native Title Ancillary Agreement" executed by the Proponent and the Native Title Party on or about the date of this Agreement and that is ancillary to this Agreement.

Authorisation means any authorisation, approval, grant, declaration, agreement, certificate, authority, permit, tenure, consent, resolution, licence, exemption, permission, recording, filing, registration, notarisation or waiver (including any renewal) issued by a Government Authority under any law in relation to the Project and includes any environmental authority under the EP Act, and the Leases.

Carbon Abatement Interest means the right to obtain the benefit (whether present or future) of avoided greenhouse gas emissions, greenhouse gas emissions abatement or the sequestration of carbon dioxide or other greenhouse gases in, on, or in relation to land or waters (including elements of land and waters, such as soils, trees, grasses, shrubs and other vegetation) and includes rights conferred by applicable state or territory legislation, including:

- (a) an 'applicable carbon sequestration right' as defined under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth); and
- (b) a 'carbon abatement interest' and 'carbon abatement product' as those terms are defined in the *Land Act 1994* (Qld), *Land Title Act 1994* (Qld) or *Forestry Act 1959* (Qld), as context requires.

CHMA means the cultural heritage management agreement separately executed by the Proponent and the Native Title Party on 6 September 2023 in relation to the ILUA Area.

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

EP Act means the *Environment Protection Act 1994* (Qld).

Government Authority means any federal, state or local government or any government authority, agency or decision maker under an Applicable Law and includes any regulator.

Leases means:

- (a) Mining Lease 30209; and
- (b) the Mining Lease granted in response to MLA 30230, and includes any renewal of a lease referred to in (a) or (b) above.

Mining Activities means an activity that is authorised under one or more of the Leases.

Mining Area means the portion of the ILUA Area described as such in Schedule 1 and depicted as ML 30230 and ML 30209 on the map at Schedule 2 to this Agreement.

Mining Lease has the meaning given to that term in the MRA.

Mining Lease 30209 means mining lease 30209 granted on 2 April 2009 for an initial term of 15 years.

MLA 30230 means mining lease application 30230 made on 15 September 2011, seeking an initial term of 15 years.

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

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

Native Title Agreement means the "*Mining Lease Agreement Mining Lease Application 30209*" dated 22 March 2005 originally between Katie Georgetown, Barry Fisher, Noel Lacey, David Hudson and Ron Richards on their own behalf and on behalf of the Ewamian People and Calcifer Industrial Minerals Pty Ltd ACN 094 928 775.

Native Title Party means the Ewamian People Aboriginal Corporation RNTBC (ICN 7950).

Offsets mean biodiversity offsets, environmental offsets, vegetation offsets, emissions offsets or any other measure designed to compensate for the residual impact of an action on the environment, and includes any offsets or interests required under an Authorisation or to address impacts of the Project on biodiversity, the environment or vegetation.

Party means a party to this Agreement and **Parties** means both of them.

Project means:

- (a) Mining Activities on the Mining Area; and
- (b) access and transportation activities on the Agreed Area, but does not include the generation or creation of any Offsets or Carbon Abatement Interest.

Proponent means Hunter Bay Silica Pty Ltd (ACN 611 890 254).

Register has the meaning given to the term 'Register of Indigenous Land Use Agreements' in the Native Title Act.

Registered and Registration means the entry of an agreement by the Registrar on the Register under Part 8A of the Native Title Act.

Registration Date means the date this Agreement is Registered.

Registrar has the meaning given to that term in section 253 of the Native Title Act.

Termination Date means the earlier date on which all of the following conditions are fulfilled:

- (a) the Project has been closed and rehabilitated;
- (b) the Proponent has satisfied all requirements and discharged all obligations under its Authorisations and this Agreement, the Ancillary Agreement and the CHMA; and
- (c) the Proponent no longer holds any Authorisations in the ILUA Area.

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

5 Consent

5.1 Agreed Acts

The Parties consent to the Agreed Acts.

5.2 Requisite consent

The Parties acknowledge that the consents in clause 5.1 constitute the requisite consent of the Parties for the purposes of:

- (a) section 24EB(1)(b) of the Native Title Act; and
- (b) regulation 6(5)(a) of the ILUA Regulations.

6 Technical Statements

6.2 Right to negotiate

For the purposes of:

(a) section 24EB(1)(c) of the Native Title Act; and

(b) regulation 6(5)(b) of the ILUA Regulations,

the Parties agree that Subdivision P, Division 3, Part 2 of the Native Title Act is not intended to apply to the Agreed Acts.

Access Authority means any or all of the following in the Agreed Area for the sole purpose of accessing the Leases:

(a) a mining lease for transportation through land, under section 316 of the MRA;

(b) a variation of access to the Leases under section 317 of the MRA; or

(c) a mining lease that under section 234(1)(b) of the MRA is granted for a purpose other than mining.

Agreed Acts means the:

(a) grant of a Mining Lease in response to MLA 30230;

(b) renewals of any Mining Lease that was granted in response to MLA 30230;

(c) renewals of Mining Lease 30209;

(d) grant of any Access Authority within the Agreed Area; and

(e) renewals of any Access Authority.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth).

Attachments to the entry

[QI2024_007 Schedule 1 - Description of ILUA Area .pdf](#)

[QI2024007 Schedule 2 - Map of ILUA Area .pdf](#)