



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2021/003
Short name	Barada Barna and Bowen Basin Coal ILUA
ILUA type	Body Corporate
Date registered	27/04/2021
State/territory	Queensland
Local government region	Isaac Regional Council

Description of the area covered by the agreement

Land means the area described in Schedule 2 and shown in the corresponding map.

[A copy of Schedule 2 is attached to this 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 2.9 hectares over part of Lot 2 on SP186867 in the town of Dysart.]

Parties to agreement

Applicant

Party name	Bowen Basin Coal Pty Ltd ACN 065 321 440
Contact address	GPO Box 374 Brisbane QLD 4001

Other Parties

Party name	Barada Barna Aboriginal Corporation RNTBC ICN 8343 (BBAC)
Contact address	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

Party name	State of Queensland represented by the Department of Natural Resources, Mines and Energy
Contact address	Level 6, 1 William Street Brisbane QLD 4000

Period in which the agreement will operate

Start date	not specified
End Date	not specified

2. Commencement

- (a) Clauses 2 (Commencement), 3 (Application of this document), 4 (Authority to enter into this document), 5 (Registration), 12 (Legal advice), 11 (No termination for breach), 14 (Confidentiality), 15 (Assignment), and 16 (Notices, and 17 (General) commence on execution of this document.
- (b) The balance of the document commences on the Registration Date.

Registration Date means the date on which this document is Registered.

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

6. Constructed Road

The parties represent and agree that:

- (a) the Constructed Road is the road that has been constructed on the Land; and
- (b) after the Freehold Grant, DNRME may require the Constructed Road to be formalised as a road or other thoroughfare, for example, including without limitation by its dedication as a road open to use by the public and under the control of the local government.

7. Consents

(a) BBAC and the Barada Barna People consent to the:

- (i) Surrender;
- (ii) Freehold Grant;
- (iii) Constructed Road; and
- (iv) grant of any other approvals or tenures required to give effect to the Freehold Grant.
- (c) BBAC and the Barada Barna People agree to the validation of any of the following actions that were done invalidly prior to the Registration Date:
- (i) the Constructed Road;
- (ii) any acts necessary for or incidental to the construction and maintenance of the Constructed Road; and
- (iii) the grant of any approvals for the Constructed Road.

8. Process for Surrender

(b) The parties agree that the Surrender is intended to extinguish any Native Title that exists in relation to the Land, including for the avoidance of doubt, the Constructed Road.

Agreement to Offer means the 'Agreement to Offer a Deed of Grant over unallocated State land' in relation to the Land (2015/000427), a copy of which appears at Schedule 1.

Freehold Grant means a grant in fee simple pursuant to the Agreement to Offer.

Attachments to the entry

[QI2021_003 Schedule 2 Written description and map of the land.pdf](#)

[QI2021_003 NNTT Map.pdf](#)