



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/071
<b>Short name</b>	Jangga People/Clermont Group Quarry ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	09/12/2013
<b>State/territory</b>	Queensland
<b>Local government region</b>	Charters Towers Regional Council, Isaac Regional Council, Whitsunday Regional Council

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### Description of the area covered by the agreement

2.2 The Agreement covers the ILUA Area.

"ILUA Area" means the area described in writing in Schedule 1 of this Agreement being all of the land and waters shown on the map in Part A of Schedule 2 of this Agreement.

#### Schedule 1:

The Agreement Area covers all of the land and waters that are subject to Native Title Determination QUD6230/1998 Jangga People (QCD2012/009) [as determined by the Federal Court on the 9th October 2012 (varied by Court order 16th July 2013)]. The Agreement Area relies on the determination area, however, to the extent there are any discrepancies in the mapping and the written description of the determination area, particularly in relation to stock routes, the written description prevails.

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Capricorn Bulk Haulage Pty Ltd
<b>Contact address</b>	c/- Gilkerson Legal PO Box 12543 Brisbane QLD 4003

#### *Other Parties*

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<b>Party name</b>	Bulganunna Aboriginal Corporation
<b>Contact address</b>	c/- Dillon Lawyers 62 Blackwood Street Townsville QLD 4810

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**Party name** Jangga Operations Pty Ltd

**Contact address** c/- Dillon Lawyers  
62 Blackwood Street  
Townsville QLD 4810

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**Party name** Central Highlands Gravel Pty Ltd

**Contact address** c/- Gilkerson Legal  
PO Box 12543  
Brisbane QLD 4003

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**Period in which the agreement will operate**

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**Start date** not specified

**End date** not specified

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3.1 The Agreement commences on Execution Date

"Execution Date" means the date on which the Proponent executes the Agreement.

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

9.2 Part 2 Division 3 Subdivision P of the Native Title Act (which relates to the right to negotiate) does not apply to any Project Activities covered by the Agreement.

13.1 For Native Title purposes, the Parties consent to all Project Activities included in the class specified as follows:-

**Short Description of Class**

All Project Activities including the Extraction, Processing and Production of Quarry Material.

**Meaning of Class**

Means any one or more Project Activities done in, or in relation to the ILUA Area by any Person which are necessary or desirable for, or incidental to, any of the following:-

- (a) Planning and preparation for a Project.
- (b) The exploration, extraction, processing and production of Quarry Material.
- (c) The transportation of Quarry Material.
- (d) The stockpiling and storage of Quarry Material.
- (e) The use of Quarry Material in any value adding process.
- (f) The construction, operation, maintenance, repair or remediation of anything relating to any of the things referred to in paragraphs (a) to (e).
- (g) Anything else reasonably necessary for the establishment and operation of a hard rock quarry or extraction facility for fill or sand.
- (h) Anything permitting or requiring any of the things referred to paragraphs (a) to (g).

The class includes, but is not limited to, the grant of or changes to dealings of any kind for the purposes of a Project under the Forestry Act or any other Law. That includes any grant, changes or other dealings involving tenements, tenures, approvals, agreements, permits, licences, permissions and authorities and any statutory, regulatory or other approvals.

13.2 Some examples of acts which may constitute Project Activities and which are included in

the class contained in clause 13.1 are listed in Schedule 5 of the Agreement, however it does not contain a conclusive list of all such acts.

[A copy of Schedule 5 is attached to this register extract.]

“Project Activities” means: -

(a) where used in any provision of the Agreement which pertains specifically to matters relating to Native Title (for example, clause 13), all Future Acts by, for, on behalf of or for the benefit of the Proponent, any Related Bodies Corporate of the Proponent, any Co-Venturers and any other Person entitled to benefit under this Agreement, which are necessary for, or incidental to, a Project and done in, or in relation to, the ILUA Area (including any part of the ILUA Area);

“Proponent” means Capricorn Bulk Haulage and Central Highlands Gravel as a joint venture between those parties.

**Attachments to the entry**

[QI2013\\_071 Schedule 5 - Examples of project activities.pdf](#)