



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2018/025
<b>Short name</b>	Sarum Project ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	11/12/2018
<b>State/territory</b>	Queensland
<b>Local government region</b>	Whitsunday Regional Council

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## Description of the area covered by the agreement

ILUA Area is the area described in Part A of Schedule 1 and shown on the plan in Part B of Schedule 1.

Sarum Project Area is the area described in Part A of Schedule 2 and shown on the plan in Part B of Schedule 2.

[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 approx 53 sq km and is located adjacent to the intersection of the Bowen River and the Bowen Developmental Road approx 23 km south of Collinsville, Queensland.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Glencore Coal Queensland Pty Limited
<b>Contact address</b>	Level 10, 160 Ann Street Brisbane QLD 4000

### *Other Parties*

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<b>Party name</b>	Birriah Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Michael Owens Lawyer & Consultant PO Box 1989 Aitkenvale BC QLD 4814

## Period in which the agreement will operate

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Start date	03/08/2018
End Date	not specified

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### 3 Commencement, Duration and Termination

(a) Subject to clause 3(b), this ILUA commences upon the date that it is executed by the last Party to execute the ILUA and operates until the later of:

- (i) the completion of the Sarum Project; and
- (ii) the date that all the rights and obligations under this ILUA are satisfied,

unless terminated earlier by agreement between the Parties or in accordance with the terms of this ILUA.

(b) Clause 10 commences on the Registration Date.

(c) The Project Proponent may, by written notice to the RNTBC, elect to terminate this ILUA at any time if the Project Proponent elects, in its discretion, not to proceed with the Sarum Project before a Mining Lease is granted.

(d) Subject to clause 16, and unless the Parties otherwise agree, all rights and obligations under this ILUA will be at an end if and when the ILUA is validly terminated.

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

#### 4.2 Right to Negotiate Procedure does not apply

(a) If the grant of the Project Rights would otherwise be subject to the Right to Negotiate Procedure the Parties agree that the Right to Negotiate Procedure is not intended to apply.

(b) The Parties agree that the statement in clause 4.2(a) is intended to satisfy the requirement of section 24EB(1)(c) of the NTA.

(c) The Parties agree that no other procedural requirements in Part 2, Division 3 of the NTA apply to the Project Rights.

#### 5 Consent to Rights

(a) The RNTBC, on behalf of the Birriah People, and the Project Proponent consent to the grant or issue of the Project Rights and to the construction, development and operation of the Sarum Project.

(b) The RNTBC agrees that the consents set out in clause 5(a) are intended to satisfy the requirements of section 24EB(1)(b) of the NTA and Regulation 6(5) of the ILUA Regulations.

(c) The parties acknowledge that the Project Right being Mineral Development Licence number 3008 will be granted to the Project Proponent together with other third parties and agree to that.

*Project Rights* means any rights, permits, authorisations, leases, titles, tenures, resource tenements, licences or approvals whatsoever required or reasonably desired for the efficient construction, development and operation of the Sarum Project, and any renewal, re-grant, remaking or variation of such things. For the avoidance of doubt, Project Rights may include any mining lease, petroleum lease, mineral development licence or grant of property rights for the Sarum Project.

*Sarum Project* means the construction, development and operation of a coal mine and associated petroleum production facilities within the Sarum Project Area, and includes without limitation the construction and operation of all buildings, structures, facilities and infrastructure necessary, ancillary to, or convenient for, the operation of the such mine.

#### Attachments to the entry

[QI2018\\_025 Schedule 1 ILUA Area.pdf](#)

[QI2018\\_025 Schedule 2 Sarum Project Area.pdf](#)