



## Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	QI2014/022
<b>Short name</b>	Bulganunna Aboriginal Corporation and Adani Mining Carmichael Coal Mine and Rail Project ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	09/05/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Charters Towers Regional Council, Isaac Regional Council, Whitsunday Regional Council

---

### Description of the area covered by the agreement

ILUA Area means the area described in writing in Schedule 1 being all of the land and waters shown on the map in Schedule 2. [Schedules 1 and 2 are attached to this Register Extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement covers about 3625 sq km approx. 20 km West of Moranbah and 48 km South of Collinsville].

### Parties to agreement

#### *Applicant*

---

<b>Party name</b>	Adani Mining Pty Ltd
<b>Contact address</b>	c/- Environment Land Heritage Pty Ltd GPO Box 2077 Brisbane QLD 4001

#### *Other Parties*

---

<b>Party name</b>	Bulganunna Aboriginal Corporation
<b>Contact address</b>	c/- Dillon Lawyers PO Box 626 Townsville QLD 4810

---

**Party name** State of Queensland  
Aboriginal and Torres Strait Islander Land Services  
Department of Natural Resources and Mines

**Contact address** Executive Director  
GPO Box 2454  
Brisbane QLD 4001

---

**Period in which the agreement will operate**

**Start date** not specified

**End date** not specified

---

Clause 3.1 provides that the Agreement commences on the Execution Date and, subject to the remainder of clause 3, will operate for the duration of the Project Activities.

"Execution Date" is defined as the date on which the Agreement has been executed by all the Parties. [That date is 19 December 2013].

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

6.1 The Parties agree to and consent to:

- (a) subject to clause 6.6, all Future Acts and Surrenders that are necessary for the construction, operation and maintenance of up to three Rail Corridors;
- (b) subject to clause 6.6, any other Surrender that is necessary for the Project to proceed, for example because Adani or any Related Bodies Corporate or any third party or third parties nominated by Adani requires a Grant or Grants of fee simple, perpetual lease or other tenure wholly inconsistent with the continuation of native title;
- (c) the Project Activities (including the doing of all Future Acts and the validating of any Future Acts undertaken after the Execution Date that would otherwise have been invalid); and
- (d) all Future Acts that are necessary for the construction, operation and maintenance of the Quarry Sites.

6.2 The Parties agree that the Surrender is intended to extinguish any native title that may exist in relation to the Surrender Area at the time of the Surrender.

6.3 The Parties acknowledge that:

- (c) for the purposes of section 24EB(1)(c) of the Native Title Act and regulation 6(5)(b) of the ILUA Regulation, 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 or any Surrender covered by the Agreement.

"Project Activities" means all acts (including Future Acts) necessary for the Project by, for, on behalf of or for the benefit of Adani, any Related Bodies Corporate of Adani or any third party or third parties nominated by Adani which are necessary for, investigating, implementing, developing, constructing, installing, operating, maintaining, repairing, replacing, further developing and decommissioning the Project within, or in relation to, the ILUA Area (including any part of the ILUA Area), including:

- (a) the construction, operation and maintenance of up to three Rail Corridors;
- (b) the construction, operation and maintenance of a Power Corridor;
- (c) the construction, operation and maintenance of access roads, haul roads, bridges, groin walls, electricity transmission lines, telecommunication lines, communication facilities, quarries, borrow pits, laydown areas, stockpiles, water pipelines, gas pipelines, sewerage pipelines, other utility infrastructure, navigational equipment or aids, office or accommodation buildings, camps and any other building or structures necessary for the Project;
- (d) the clearing, management and rehabilitation of lands and waters and any flora and fauna

contained therein;  
(e) Surrenders;  
(f) Grants of Approvals; and  
(g) works comprising or associated with to the matters referred to in paragraphs (a) to (e) of this definition.

"Rail Corridor" means a corridor of land in any part of the ILUA Area, up to 150 meters in width but not limited in length, over which Adani or any Related Bodies Corporate requires a Grant of Approval to construct a railway pursuant to the Transport Infrastructure Act 1994, the Grant of which is consented to pursuant to clause 6.1 of this ILUA. At the Execution Date, Adani anticipates that these three corridors may (if constructed) connect the Carmichael coal mine to:

1. the Abbott Point port;
2. the existing rail transport network, at a point south of Moranbah; and
3. the existing rail transport network, at a point north of Moranbah and south of Glenden.

"Surrender" means the surrender to the State of any native title in the Surrender Area, including in relation to up to three Rail Corridors, consented to pursuant to clause 6.1 of this ILUA and Surrendered has a corresponding meaning.

#### **Attachments to the entry**

[QI2014\\_022 Schedule 1 Written Description of ILUA Area.pdf](#)

[QI2014\\_022 Schedule 2 Map of ILUA Area.pdf](#)