

SCHEDULE 8 - OPTION FOR COMPULSORY ACQUISITION OF NATIVE TITLE BY AGREEMENT FOR THE FREEHOLDING OF LAND

This Schedule contains a policy of the *Local Government* under which, where the *Local Government* needs to clear *Native Title* over a particular area for the purpose of freeholding or other purposes, it considers the option of compulsory acquisition of *Native Title* by agreement between the *Parties* (refer to paragraph 43.1(a)).

1. From time to time a *Local Government* may apply for a grant of freehold title from the State of Queensland or other dealings inconsistent with the continuing existence of *Native Title* in relation to *Non-Freehold Land*.
2. Where *Native Title* needs to be dealt with for purposes of a freeholding application or other inconsistent dealing, the *Parties* acknowledge that a *Local Government* may seek to deal with *Native Title* in any of the following ways:-
 - a. under an indigenous land use agreement separate to this *Agreement*;
 - b. by way of a lawful compulsory acquisition separate to this *Agreement*;
 - c. by way of a lawful compulsory acquisition consistent with this *Agreement* (particularly this Schedule); or
 - d. in any other way provided for by *Law*.
3. A *Local Government* may seek to deal with *Native Title* under paragraph 2.c of this Schedule but where an outcome is not achieved reasonably expeditiously, may proceed to deal with *Native Title* in any other available way (including under paragraph 2.a; 2.b or 2.d).
4. Paragraph 2.c of this Schedule essentially provides a way in which a *Local Government* can undertake a compulsory acquisition of *Native Title* with the advance agreement of the *Native Title Party* on behalf of the *Darumbal People* and a means by which a *Local Government* obtains a release and discharge of any compensation liability arising out of the compulsory acquisition from the *Native Title Party* and the *Darumbal People*.
5. A *Local Government* may decide to proceed under paragraph 2.c of this Schedule where:-
 - a. it has obtained an in-principle indication from the State of Queensland through a Government Department that it will make a freehold grant or undertake some other land dealing inconsistent with the continuing existence of *Native Title*;
 - b. there is a Government policy in place which enables a *Local Government* to seek a concessional discount on any purchase price associated with the grant or the dedication on the basis that the *Local Government* deals with *Native Title*;
 - c. a compulsory acquisition of *Native Title* can be lawfully undertaken; and
 - d. the *Local Government* is confident that the *Native Title Party* and the *Darumbal People* are the only persons who might hold *Native Title* in the area proposed for the compulsory acquisition.
6. Where a *Local Government* decides to proceed under paragraph 2.c of this Schedule it will:-
 - a. give *Notice* to the *Native Title Party* (on behalf of the *Darumbal People*); and
 - b. include in the *Notice* the following:
 - i. Details of the area proposed for the compulsory acquisition.
 - ii. The timeframe within which the *Local Government* needs to resolve any compulsory acquisition under paragraph 2.c of this Schedule.

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- iii. The compensation package which the *Local Government* proposes to provide to the *Native Title Party* and the *Darumbal People* which may include any one or more of the following elements:
 - i) Monetary compensation.
 - ii) The transfer of an interest in certain land (for example a transfer of freehold title in certain land from the *Local Government* to a corporation).
 - iii) Other non-monetary benefits.
 7. The *Parties* may negotiate over any of the matters set out in the *Notice* given under the immediately preceding sub-paragraph however agreement must be struck within a reasonable time between the *Parties* about the following:-
 - a. That *Native Title Party* and the *Darumbal People* do not and will not object to the compulsory acquisition.
 - b. The terms of the compensation package.
 - c. The release and discharge of any compensation liability incurred by the *Local Government* to the *Native Title Party* and the *Darumbal People* as a result of the compulsory acquisition.
 8. Where agreement is concluded under paragraph 7, any compensation liability incurred by the *Local Government* to the *Native Title Party* and *Darumbal People* is deemed to be discharged and the *Local Government* is discharged of any liability involving or relating to the compensation rights and entitlements of the *Native Title Party* and *Darumbal People* in relation to the compulsory acquisition.
 9. Where agreement is not concluded a *Local Government* may proceed under any of the options in paragraphs 2.a; 2.b or 2.d of this Schedule.