



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2022/013
Short name	Chalumbin Wind Farm Area ILUA
ILUA type	Area Agreement
Date registered	04/11/2022
State/territory	Queensland
Local government region	Tablelands Regional Council

Description of the area covered by the agreement

3.1 Area

This Agreement applies to the ILUA Area.

ILUA Area means the land and waters described in Schedule 1 to this Agreement and shown on the map in Schedule 2 to this Agreement.

[A copy 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 about 204 sq km and is located about 10 km south of Ravenshoe.]

Parties to agreement

Applicant

Party name	Chalumbin Wind Farm Pty Ltd (ACN 646 785 962) ATF the CWF Unit Trust (ABN 93 980 780 044) (CWFPL)
Contact address	Level 11, 75 Miller Street North Sydney NSW 2060

Other Parties

Party name	Angela Braun, Elizabeth Cashmere, Bradley Go Sam and Kathleen Haines on behalf of the Jirrbal #4 Native Title Applicants
Contact address	c/- North Queensland Land Council 61 Anderson Street Manunda QLD 4870

Party name	Doyle & Co Pty Ltd (ACN 001 201 832)
Contact address	Woorora Station Woorora Road Ravenshoe QLD 4888

Party name	Wabubadda Aboriginal Corporation Registered Native Title Body Corporate (ICN 7117) (WAC RNTBC)
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Contact address c/- North Queensland Land Council
61 Anderson Street
Manunda QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

2.1 Commencement

This Agreement commences on the Commencement Date and ends on the earlier of:

- a) the Termination Date;
- b) the date on which this Agreement is terminated by agreement in accordance with clause 12 (Termination), (the **Term**).

2.2 Early Termination Notice

a) A notice in writing may be provided:

- i. by CWFPL to the Native Title Parties, prior to the Financial Investment Decision Date, confirming that that it is not developing the Project and is terminating this Agreement; or
- ii. by the WAC RNTBC to CWFPL if

A. a period of at least five (5) years has passed since the Commencement Date and:

1. the Financial Investment Decision Date has not occurred; and
2. CWFPL has not paid the Financial Investment Decision Extension Fee pursuant to the ILUA; or

B. a period of at least seven (7) years has passed since the Commencement Date and the Financial Investment Decision Date has not occurred,

(an **Early Termination Notice**).

b) The Parties agree that an Early Termination Notice does not take effect until the Termination Date.

Carbon Abatement Interest means the right to obtain the benefit (whether present or future) of avoided greenhouse gas emissions, greenhouse gas emissions abatement or the sequestration of carbon dioxide or other greenhouse gases in, on, or in relation to land or waters and includes rights conferred by applicable state or territory legislation, including:

a) an 'applicable carbon sequestration right' as defined under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth); and

b) a 'carbon abatement interest' and 'carbon abatement product' as those terms are defined in the *Land Act 1994* (Qld), *Land Title Act 1994* (Qld) or *Forestry Act 1959* (Qld), as context requires,

but does not include the right to obtain the benefit of avoided greenhouse gas emissions from the generation of electricity from a renewable source by the Project.

Commencement Date means the date this Agreement is executed by the last of the Parties to execute it.

Financial Investment Decision Date means the earliest of the dates on which there is:

- a) a public announcement;
- b) notice to a CWFPL Nominee; or
- c) notice to owners and leaseholders of land on which the Project is located, that the Project is funded sufficiently to commence construction of the Project, or any part of the Project.

Generation Envelope means the area shown on the map and data set included at Schedule 4 to this Agreement. [A copy of Schedule 4 is attached to this Register extract].

Project means the development, construction, commissioning, operation, decommissioning and rehabilitation of a wind farm by CWFPL within the ILUA Area, including:

- a) wind turbine generators located within the Generation Envelope;
- b) up to two substations;
- c) up to two switchyards;
- d) one energy storage system;
- e) energy metering equipment;
- f) electrical connections;
- g) powerlines and one transmission line;
- h) wind monitoring masts;
- i) operation and maintenance facilities;
- j) overhead and underground electrical cabling;
- k) hardstands;
- l) construction compounds;
- m) establishing new and upgrading existing access tracks;
- n) temporary construction laydown areas; and
- o) environmental offsets, vegetation offsets or biodiversity offsets required for or under a Project Right to address impacts of the Project on the environment, vegetation or biodiversity, but does not include any Carbon Abatement Interest or wind turbine generators located outside the Generation Envelope.

Project Rights means all approvals, authorisations, authorities, certificates, consents, declarations, directions, Lease variations referred to at (a) and sublease grant referred to at (b) below, licences, instruments, notices, rights, or permits that are required for the Project from any Government Agency or governmental or other competent authority, including the following specific amendment, sublease and voluntary declaration or security:

- a) an amendment of the Lease to include or remove the Renewable Energy Purpose in accordance with this Agreement;
 - b) a sublease of the Sublease Area from the Leaseholder to CWFPL; and
 - c) any voluntary declaration or other security from the Leaseholder for the purposes of paragraph o) of the definition of Project,
- that are required by, or to enable the Project to proceed in accordance with, all Applicable Laws, but does not include:
- d) any such things required or any interests that are issued, recognised or registered under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth); and
 - e) any Carbon Abatement Interest.

Renewable Energy Purpose has the meaning given in clause 8.1.

Sublease Area means the area that CWFPL may access, use, occupy or control, which:

- a) from the Commencement Date is the area shown on the dimensioned map at Schedule 6 [a copy of Schedule 6 is attached to this Register extract]; or
- b) from the date on which a surveyed plan is registered with any sublease between CWFPL and the Leaseholder for the Project on the land titles for all or part of the ILUA Area, is the area subject to such sublease shown in the surveyed plan.

Termination Date means the earlier of:

- a) the date on which each of the following conditions is fulfilled:
 - i. the Project has been decommissioned;
 - ii. CWFPL has satisfied all requirements and discharged all obligations under the Project Rights and this Agreement, the Ancillary Agreement and the CHMA;
 - iii. CWFPL no longer holds any Project Rights or interest in the ILUA Area; and
 - iv. either the Lease does not permit the Renewable Energy Purpose or the Threshold Payment Date has been achieved; or
- b) the date on which each of the following conditions is fulfilled:
 - i. an Early Termination Notice has been issued; and
 - ii. either the Lease does not permit the Renewable Energy Purpose or the Threshold Payment Date has been achieved.

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

4.2 Right to negotiate

For the purposes of:

- a) section 24EB(1)(c) of the Native Title Act; and
 - b) regulation 7(5)(b) of the ILUA Regulations,
- the Parties agree that Subdivision P, Division 3, Part 2 of the Native Title Act is not intended to apply to the Agreed Acts or the matters the subject of clauses 6.2 and 6.3.

6.1 Consent to the Agreed Acts

The Parties consent to each of the following to the extent that they are Future Acts in the ILUA Area:

- a) the Grant of the Project Rights; and
 - b) the doing of the Project,
- (collectively, the **Agreed Acts**).

6.2 Consent to easements required for the Project

The Parties consent to the grant of any easement that is reasonably necessary to enable the operation of the Project within the ILUA Area and that is a Future Act, provided that for each proposed easement:

- a) CWFPL must provide written notice to the Native Title Parties at least 30 Business Days prior to the earlier of:
 - (i) the date on which an application is made for the creation of any easement; or
 - (ii) the date on which CWFPL seeks consent of the Leaseholder for the creation of any easement, (**Easement Notice**);
- b) an Easement Notice must set out:
 - (i) a map showing the proposed location of the easement at sufficient scale for the Native Title Parties to reasonably understand the location and the area subject to the easement;
 - (ii) the proposed duration and terms and conditions of the easement, including whether the easement permits the exercise of one or both of above or below ground rights (eg: whether above or below ground infrastructure can be established), who the beneficiaries of the easement are, and details of any limitations on surface activities (including occupation, use and planting);
 - (iii) information about how the easement is required for the operation of the Project;
 - (iv) whether CWFPL considers the easement is a Future Act and the basis for that view provided by CWFPL; and
 - (v) information about how the easement will increase the number of aggregate megawatt of installed capacity

applicable to, and if relevant the duration of the commercial operation of, the Project in the ILUA Area; and
c) the Native Title Parties may within 20 Business Days of receiving an Easement Notice commence the dispute resolution process under clause 13 in relation to whether the easement the subject of the Easement Notice is reasonably necessary to enable the operation of the Project within the ILUA Area by providing notice to CWFPL and in which case:

- (i) such notice will be treated as a Dispute Notice for the purposes of clause 13; and
- (ii) CWFPL will not make application for, or seek consent from the Leaseholder for, (as applicable) the easement the subject of the Easement Notice until the process under clause 13 has been completed.

6.3 Consent to variation or amendment of a Project Right

Subject to clause 6.4, the Parties consent to the reasonable variation or amendment of a Project Right where such a variation or amendment:

- a) is reasonably necessary to enable the development or operation of the Project within the ILUA Area;
- b) will increase the aggregate megawatt of installed capacity of the Project in the ILUA Area and therefore the next Operational Payment; and
- c) is a Future Act,

provided that for each proposed variation or amendment of a Project Right:

d) CWFPL must provide written notice to the Native Title Parties at least 30 Business Days prior to the earlier of:

- (i) the date on which an application is made for the variation or amendment of the Project Right; or
- (ii) the date on which CWFPL seeks consent of the Leaseholder for the variation or amendment of the Project Right, (**Project Right Variation Notice**);

e) a Project Right Variation Notice must set out:

- (i) a copy of the existing Project Right;
- (ii) a map showing any area relevant to the operation of the Project Right at a sufficient scale for the Native Title Parties to reasonably understand the location and the area subject to the Project Right;
- (iii) the nature and scope of the proposed variation or amendment and detailed information supporting why the variation or amendment is reasonably necessary to enable the development or operation of the Project within the ILUA Area, including the reasons for seeking the variation or amendment, the proposed terms and conditions to be applied for or varied or amended, the implications of the variation or amendment, any physical or environmental impacts associated with the variation or amendment, and whether CWFPL considers the variation or amendment is a Future Act and the basis for that view;

(iv) information about how the variation or amendment of the Project Right will increase the aggregate megawatt of installed capacity of the Project in the ILUA Area and therefore the next Operational Payment, and if applicable how the variation or amendment of the Project Right will increase the duration of the commercial operation of the Project in the ILUA Area; and

f) the Native Title Parties may within 20 Business Days of receiving a Project Right Variation Notice commence the dispute resolution process under clause 13 in relation to whether the variation or amendment the subject of the Project Right Variation Notice is reasonable and reasonably necessary to enable the development or operation of the Project within the ILUA Area by providing notice to CWFPL and in which case:

- (i) such notice will be treated as a Dispute Notice for the purposes of clause 13; and
- (ii) CWFPL will not make application for the variation or amendment of the Project Right the subject of the Project Right Variation Notice until the process under clause 13 has been completed.

6.4 Renewable Energy Purpose

a) The Parties do not agree to any amendment of the Lease other than an amendment to add or remove the Renewable Energy Purpose.

b) The requirements of clause 6.3 do not apply to the amendment of the Lease to include or remove the Renewable Energy Purpose.

Lease means Pastoral Holding 22/5402 at Lot 1 on Crown Plan CWL3298, which is subject of the ILUA Area.

Attachments to the entry

[QI2022_013 Schedule 1 Description of ILUA Area.pdf](#)

[QI2022_013 Schedule 2 Map of ILUA Area.pdf](#)

[QI2022_013 Schedule 4 Generation Envelope.pdf](#)

[QI2022_013 Schedule 6 Sublease Area.pdf](#)