



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/047
Short name	Sandstone Western Land Transfer ILUA
ILUA type	Area Agreement
Date registered	21/02/2018
State/territory	Queensland
Local government region	Cook Shire Council

Description of the area covered by the agreement

Agreement Area means that area of land described in the table entitled "Agreement Area" in Part 1 of Schedule 1 as shown on the plans in Part 2 of Schedule 1.

[Schedule 1 is 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 application covers about 366 sq km approx. 58 km north west of Cooktown].

Parties to agreement

Applicant

Party name	State of Queensland Department of Natural Resources and Mines
Contact address	PO Box 15216 City East Brisbane QLD 4002

Other Parties

Party name	Michael Ross, Silva Blanco, James Creek, Jonathan Korkanktain, Reginald Williams, Wayne Butcher, Clarry Flinders, Philip Port and Hogan Shortjoe
Contact address	c/- Cape York Land Council Aboriginal Corporation PO Box 2496 Cairns QLD 4870

Party name	Balnggarrawarra Aboriginal Corporation
Contact address	c/- Cape York Land Council Aboriginal Corporation PO Box 2496 Cairns QLD 4870

Period in which the agreement will operate

Start date	not specified
End date	not specified

2. Commencement and Execution of Agreement

2.1 Subject to clause 2.2, this Agreement commences on the Agreement Date.

2.2 Clauses 4 (Consent to and Validating of Agreed Acts), 8 (Compensation) and 9 (Release, Waiver and Indemnity) commence on the Registration Date.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)**4. Consent to and Validating of Agreed Acts**

4.1 The parties consent to the doing of the Agreed Acts to the extent that they are Future Acts.

4.2 Subject to compliance with this Agreement, if any of the Agreed Acts done prior to the Registration Date are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

5. Right to Negotiate

To avoid any doubt, Part 2 Division 3 Subdivision P of the NTA [which deals with the right to negotiate] does not apply to the doing of the Agreed Acts.

1. Interpretation

1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them:

“Agreed Acts” means all acts necessary to give effect to this Agreement and the IMA including:

- (a) the grant of the Proposed ALA Area as Aboriginal Land to the Corporation under the ALA;
- (b) the State and the Corporation entering into, being bound by and complying with the IMA;
- (c) the dedication, use and management of the Proposed National Park (CYPAL) Areas as national park (Cape York Peninsula Aboriginal Land);
- (d) the doing of all acts in the Proposed National Park (CYPAL) Area that are covered by the IMA in accordance with the procedures set out in the IMA;
- (e) any variation of the IMA in accordance with the terms of the IMA;
- (f) the Corporation entering into and complying with the Gravel Lease for gravel extraction with the Road Authority for road maintenance purposes;
- (g) the Road Authority carrying out water extraction that is authorised under the Water Act 2000 (Qld), and the NCA where applicable, from the Water Extraction Site and the State granting any licence, authority or permit required for that purpose in accordance with the requirements of the IMA;
- (h) the dedication of the Proposed New Road Area as Road;
- (i) the grant of Easement 1;
- (j) the grant of Easement 2;
- (k) the Corporation constructing and maintaining access tracks on the Proposed ALA Area;
- (l) the registration and grant of a Carbon Abatement Interest, including any interest granting the right to deal with Carbon Abatement Products, or the declaration of an Eligible Offsets Project over the Proposed ALA Area in favour of the Corporation;
- (m) the creation of any Management Instrument over the Proposed National Park (CYPAL) Area

subject to the terms of the IMA; and
(n) Relevant Acts.

“ALA” means the Aboriginal Land Act 1991 (Qld).

“Associated Activity” means the doing of any activity in relation to a valid lease, agreement, licence, profit à prendre, permit or other authority created, authorised, or otherwise granted in accordance with this Agreement, that is associated and consistent with the purpose for which the lease, agreement, licence, profit à prendre, permit or other authority is created, including:

- (a) the construction or operation of infrastructure;
- (b) extraction of Quarry Materials or water in accordance with any lease, agreement, licence, profit à prendre, permit or other authority; and
- (c) survey activities and geotechnical investigations required prior to the creation, authorisation or grant of the lease, agreement, licence, profit à prendre, permit or other authority.

“Carbon Abatement Interest” has the same meaning as in the Land Title Act and in the Land Act.

“Carbon Abatement Product” has the same meaning as in the Land Title Act and in the Land Act.

“CFI Act” means the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth)

“Corporation” means the Balnggarrawarra Aboriginal Corporation.

“Easement 1” means an easement from the Corporation to NPSR for access over lot 24 on SP288847 described as easements B and C on DP292281 for access to the Proposed National Park (CYPAL) Area and on substantially the same terms as the draft easement in Schedule 4.

“Easement 2” means an easement from the Corporation to Telstra for access over lot 24 on SP288847 described as easement A and B on DP292281 for access to Telstra Term Lease 221412, described as lot 2 on CP844112 and on substantially the same terms as the draft easement in Schedule 5.

“Eligible Offsets Project” has the same meaning as in the CFI Act.

“Gravel Lease” means a lease between the Corporation and the Road Authority, providing for the extraction of Quarry Material from the Proposed Gravel Lease Areas and on substantially the same terms as the draft lease in Schedule 3.

“IMA” means the indigenous management agreement under the ALA and the NCA between the State and the Corporation on substantially the same terms as the draft agreement in Schedule 2.

“Management Instrument” means a Management Plan or Management Statement prepared under the NCA to specify how the Proposed National Park (CYPAL) Area is to be managed.

“NCA” means the Nature Conservation Act 1992 (Qld).

“NPSR” means the State represented by the Department of National Parks, Sports and Racing.

“Proposed ALA Area” means that part of the Agreement Area proposed to be granted to the Corporation under the ALA in accordance with clause 10, described as “Proposed ALA Area” in

Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

“Proposed National Park (CYPAL) Area” means that part of the Proposed ALA Area proposed to be dedicated as national part (Cape York Peninsula Aboriginal land), in accordance with clause 10, described as “Proposed National Park (CYPAL) Area” in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

“Proposed New Road Areas” means the areas marked as new road, as shown on the plan in Part 2 of Schedule 1.

“Quarry Materials” includes stone, gravel, sand, rock, clay, earth and soil but does not include minerals within the meaning of the Mineral Resources Act 1989 (Qld).

“Relevant Acts” means:

(a) following the grant of the Proposed ALA Area to the Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit à prendre, permit or other authority over the Proposed ALA Area by the Corporation;

(b) following the dedication of the Proposed National Park (CYPAL) Area, the creation, authorisation or grant of a valid lease, agreement, licence, permit or other authority under section 42AD, section 42AE or section 42AEA of the NCA over the Proposed National Park (CYPAL) Area by the State, subject to the consent of the Corporation and any other processes required under the IMA;

(c) the renewal or amendment of a lease, agreement, licence, profit à prendre, permit or other authority under (a) or (b) or (c) above; and

(d) an Associated Activity,

but does not include the grant of a mining tenement or any authority relating to mining or mineral exploration under any legislation.

“Road Authority” means the State or local government agency responsible from time to time for maintenance of dedicated roads in the Agreement Area, being the Cook Shire Council as at the Agreement Date.

“Water Extraction Site” means the site on the Agreement Area identified for continued extraction of water by the Road Authority for road maintenance purposes, as shown and described in Schedule 6.

Attachments to the entry

[QI2016_047 Schedule 1 Part 1 Written Description of Agreement Area.pdf](#)

[QI2016_047 Schedule 1 Part 2 Plans of Agreement Area.pdf](#)