



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2016/017
<b>Short name</b>	Sandstone East Land Transfer ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	23/09/2016
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council

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## Description of the area covered by the agreement

Agreement area is 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 (Parts 1 and 2) is 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 area covers about 545.4 sq km located approx. 42 km north west of Cooktown].

## Parties to agreement

### *Applicant*

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**Party name** State of Queensland (acting through the Department of Natural Resources and Mines)

**Contact address** Department of Natural Resources and Mines  
PO Box 15216  
CITY EAST QLD 4002

### *Other Parties*

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**Party name** Binthi Land Holding Group Aboriginal Corporation

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

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**Party name** Native Title Group  
[Michael Ross, Silva Blanco, James Creek, Jonathan Korkaktain, Reginald Williams, Wayne Butcher, Clarry Flinders, Philip Port and Hogan Shortjoe, being the persons comprising the Applicant in the Cape York United Number 1 Claim (QUD673/2014)]

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

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**Party name** Waarnthuurr-iin Aboriginal Corporation

**Contact address**

c/- Cape York Land Council Aboriginal Corporation  
 PO Box 2496  
 Cairns QLD 4870

**Period in which the agreement will operate**

<b>Start date</b>	not specified
<b>End Date</b>	not specified

The agreement does not specify the period during which it will operate.

**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 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:

“Aboriginal Land” has the same meaning as in the ALA.

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

- (a) the grant of the Proposed Western ALA Area as Aboriginal Land to the Waarnthuurr-iin Corporation under the ALA;
- (b) the grant of the Proposed Eastern ALA Area as Aboriginal Land to the BLHG Corporation under the ALA;
- (c) the State and the Waarnthuurr-iin Corporation entering into, being bound by and complying with the IMA;
- (d) the dedication, use and management of the Proposed National Park (CYPAL) Areas as national park (Cape York Peninsula Aboriginal land);
- (e) 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;
- (f) any variation of the IMA in accordance with the terms of the IMA;
- (g) the Waarnthuurr-iin Corporation entering into and complying with the Western Gravel Lease for gravel extraction with the Road Authority for road maintenance purposes;
- (h) the BLHG Corporation entering into and complying with the Eastern Gravel Lease for gravel extraction with the Road Authority for road maintenance purposes;
- (i) the Road Authority camping at designated Gravel Extraction Campsites and carrying out water extraction that is authorised under the Water Act 2000 (Qld), and the NCA where applicable, from the Water Extraction Sites and the State granting any licence, authority or permit required for that purpose in accordance with the requirements of the IMA;
- (j) the dedication of the Proposed New Road Areas as Roads;
- (k) the grant of the Easement 1
- (l) the grant of the Easement 2;
- (m) the grant of the Easement 3;
- (n) the Waarnthuurr-iin Corporation constructing and maintaining access tracks on the Proposed Western ALA Area;
- (o) the BLHG Corporation constructing and maintaining access tracks on the Proposed Eastern ALA Area;
- (p) 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 Areas in favour of the Corporations;
- (q) the creation of any Management Instrument over the Proposed National Park (CYPAL) Area subject to the terms of the IMA; and
- (r) 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 Products” has the same meaning as in the Land Title Act and in the Land Act.

“Easement 1” means an easement from the BLHG Corporation to Waarnthuurr-iin Corporation for access over Lot 57 on SP273793 described as easement A on DP283817 in Lot 57 on SP273793 and on substantially the same terms as the draft easement in Schedule 6.

“Easement 2” means an easement from the BLHG Corporation to NPSR for access over Lot 57 on SP273793 described as easement A on DP283817 in Lot 57 on SP273793 and on substantially the same terms as the draft easement in Schedule 7.

“Easement 3” means the easement from the Waarnthuurr-iin Corporation to NPSR over Lot 56 on SP273793 described as easement G on DP283828 in Lot 56 on SP273793 for access to the Proposed National Park (CYPAL) Area and on substantially the same terms as the draft easement in Schedule 8.

“Eligible Offsets Project” has the same meaning as in the CFI Act. [Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth)]

“Gravel Extraction Campsites” means those sites on the Agreement Area identified for use as temporary camps by the Road Authority for road maintenance purposes as shown and described in Schedule 5.

“IMA” means the indigenous management agreement under the ALA and the NCA between the State and the Waarnthuurr-iin 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, Sport and Racing.

“Proposed ALA Areas” means the Proposed Eastern ALA Area and the Proposed Western ALA Area.

“Proposed Eastern ALA Area” means that part of the Agreement Area proposed to be granted to the BLHG Corporation under the ALA in accordance with clause 10, described as “Proposed Eastern ALA Area” in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

“Proposed Eastern Gravel Lease Areas” means those parts of the Proposed Eastern ALA Area proposed to be leased by the BLHG Corporation to the Road Authority, described as “Proposed Eastern Gravel Lease Areas” 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 Western ALA Area proposed to be dedicated as national park (Cape York Peninsula Aboriginal land), in accordance with clause 10, described as “Proposed National Park (CYPAL) Areas” 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 plans in Schedule 9.

“Proposed Western ALA Area” means that part of the Agreement Area proposed to be granted to the Waarnthuurr-iin Corporation under the ALA in accordance with clause 10, described as “Proposed Western ALA Area” in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

“Proposed Western Gravel Lease Areas” means those parts of the Proposed Western ALA Area proposed to be leased by the Waarnthuurr-iin Corporation to the Road Authority, described as “Proposed Western Gravel Lease Areas” in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

“Relevant Acts” means:

- (a) following the grant of the Proposed Eastern ALA Area to the BLHG Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit à prendre, permit or other authority over the Proposed Eastern ALA Area by the BLHG Corporation;
  - (b) following the grant of the Proposed Western ALA Area to the Waarnthuurr-iin Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit à prendre, permit or other authority over the Proposed Western ALA Area by the Waarnthuurr-iin Corporation;
  - (c) 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 Waarnthuurr-iin Corporation and any other processes required under the IMA;
  - (d) the renewal or amendment of a lease, agreement, licence, profit à prendre, permit or other authority under (a) or (b) or (c) above; and
  - (e) 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 Extract Sites” means those sites on the Agreement Area identified for continued extraction of water by the Road Authority for road maintenance purposes, as shown and described in Schedule 5.

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

**Attachments to the entry**

[QI2016 017 Schedule 1 Part 1 Written Description of the Agreement Area.pdf](#)

[QI2016 017 Schedule 1 Part 2 Plans of the Agreement Area.pdf](#)