



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/080
<b>Short name</b>	Western Yalanji Small Scale Miners ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	23/04/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council, Douglas Shire Council, Mareeba Shire Council

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### Description of the area covered by the agreement

[A map and written description of the agreement area are contained in Schedule 1 of the agreement. A copy of 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.

Agreement covers about 7500 sq km between Lakeland in the north to the Mitchell River in the south.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Queensland Native Title Services Department of Natural Resources and Mines
<b>Contact address</b>	c/- Crown Law State Law Building 50 Ann Street Brisbane QLD 4000

#### *Other Parties*

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<b>Party name</b>	William Steven Brady, Graham Brady, Desmond Brickey (Brickie), Thomas Mitchell and Dell Riley on their own behalf and on behalf of the Western Yalanji People
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N

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**Party name** Western Yalanji Aboriginal Corporation

**Contact address** PO Box 2682  
Mareeba QLD 4880

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**Party name** North Queensland Miners Association Incorporated

**Contact address** PO Box 133  
Malanda QLD 4885

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**Period in which the agreement will operate**

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**Start date** not specified

**End date** not specified

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Clauses 1 to 6 and 9 to 38 commence on the 'Commencement Date', being the date on which the last party to the agreement signs the agreement.

Clauses 7 and 8 commence on the 'Registration Date', being the date the agreement is entered on the Register of Indigenous Land Use Agreements.

Subject to clause 4.4 of the agreement clauses 7.1, 7.2 and 7.3 will expire on the 'Expiry Date', being the date five years from the date the agreement is entered on the Register of Indigenous Land Use Agreements.

4.4 The Expiry Date may be extended by a further period of five (5) years if all Parties agree.

4.5 If a Party wishes to extend the Expiry Date under clause 4.4, that Party will give notice to that effect to the other Parties no later than twelve (12) months before the Expiry Date.

4.6 No later than one (1) month after receipt of a notice under clause 4.5, the other Parties will notify the Party who provided the notice, of their acceptance or non-acceptance of the extension.

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

6.1(c) Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the Agreed Acts described in clauses 7 and 8.

7.1 The Parties consent to the grant of the following in the ILUA Area:

- (a) Prospecting Permits, with a Level 2 Environmental Authority if required under the EPA;
  - (b) Mineral Development Licences within a Level 2 Environmental Authority;
  - (c) Mining Claims with a Level 2 Environmental Authority; and
  - (d) Mining Leases with a Level 2 Environmental Authority;
- to a Grantee Party.

7.2 If the NTPCs are a condition of the grant of an Exploration Permit with a Level 2 Environmental Authority the Parties consent to the grant of an Exploration Permit to a Grantee Party.

7.3 The Parties consent to the grant of Ancillary Rights relevant to a Mining Tenement the grant of which was consented to under this Agreement.

7.4 The Parties consent to the renewal of the Mining Tenements the grant of which was consented to under this Agreement, over the same or smaller area as the grant at the time of renewal, on the same terms and conditions as the grant at the time of renewal and for the same or shorter term as the grant at the time of renewal, if the Grantee Party has complied with its obligations under clause 12. For the avoidance of doubt, if a Mining Tenement is renewed pursuant to this clause 7.4, this clause 7.4 will also apply to any subsequent renewals of the grant of the renewed Mining Tenement.

8.1 The Parties consent, subject to clauses 8.4 – 8.9, to the rights attaching to Mining Leases the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

- (a) addition of another mineral;
- (b) addition of an additional purpose;
- (c) addition of additional surface area;
- (d) consolidation of Mining Leases; and
- (e) variation of the land used as access in relation to the land the subject of a Mining Lease.

8.2 The Parties consent, subject to clauses 8.4 to 8.9, to the rights attaching to Mining Claims the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

- (a) addition of another mineral;
- (b) variation of the land used as access in relation to the land the subject of a Mining Claim.

8.3 The parties consent, subject to clauses 8.4 to 8.9 to the rights attaching to Mineral Development Licences the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

- (a) variation of the land used as access in relation to the land the subject of a Mineral Development Licence; and
- (b) addition of another mineral;
- (c) addition of excluded land.

8.4 A Grantee Party who is seeking to rely on a consent under clauses 8.1 to 8.3, must notify the Native Title Parties and the Western Yalanji PBC of the proposed variation and invite each of them to request a meeting if they wish to discuss the proposal, at least twenty (20) Business Days prior to lodging the application seeking the variation (Amendment Application).

8.5 If no request for a meeting under clause 8.4 is made within ten (10) Business Days of receipt for the notice:

- (a) the Grantee Party may lodge the Amended Application together with evidence that the notice requirement in clause 8.4 has been satisfied, and a statutory declaration stating that no meeting has been requested and provide a copy of the Amendment Application to the Native Title Parties or the Western Yalanji PBC; and
- (b) the Parties agree that the consents referred to in clause 8.1 to 8.3 become unconditional upon lodgement of the Amendment Application.

8.6 If the Native Title Parties or the Western Yalanji PBC request a meeting, the Grantee Party will use its best endeavours to hold such a meeting within ten (10) Business Days of receipt of the request and the Grantee Party and the party requesting the meeting will conduct negotiations in good faith with a view to reaching agreement on the proposed variation.

8.7 The Grantee Party agrees to give favourable consideration to a request by the Native Title

Parties or the Western Yalanji PBC for an agreed contribution towards their reasonable costs in attending and participating in the meeting referred to in clause 8.6.

8.8 If agreement referred to in clause 8.6 to the proposed variation is reached:

- (a) the Grantee Party may lodge the Amendment Application together with evidence of the written agreement; and
- (b) the Parties agree that the consents referred to in clauses 8.1 to 8.3 become unconditional upon lodgement of the Amendment Application.

8.9 If the Parties do not reach agreement referred to in clauses 8.6, prior to a Right to Negotiate process being notified, the variations may be agreed during that process and clause 8.8 will apply to the agreement.

"Level 2 Environmental Authority" means an environmental authority issued under the EPA in respect of a Level 2 Mining Project whether code compliant or not and with or without conditions.

"NTPCs" mean the Native Title Protection Conditions relevant to the grant of an Exploration Permit (Low Impact) as determined by the Minister administering the MRA from time to time.

"EPA" means the Environmental Protection Act 1994 (Qld)

"MRA" means the Mineral Resources Act 1989 (Qld)

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

[QI2013\\_080 Map of Agreement Area.pdf](#)

[QI2013\\_080 Written Description of Agreement Area.pdf](#)