



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/071
<b>Short name</b>	Thingalkal (Mary Valley) ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	30/01/2015
<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

Clause 1.1 defines Agreement Area as Lot 4579 on SP252529 and areas marked as New Road on SP252529, as shown on the plans in Schedule 1.

[A copy of Schedule 1 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:

The Agreement Area covers about 381 sq km located approximately 10 km east of Dixie in the vicinity of Morehead River and the Peninsula Developmental Road.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	Department of Natural Resources and Mines PO Box 15216 City East Queensland 4002

#### *Other Parties*

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<b>Party name</b>	Fred Coleman, Erica Walker, Ross Ford, Dwayne Lewis Musgrave, Jeanne Lyall, Paul Turpin and Conrad Yeatman (Jnr) on their own behalf and on behalf of the Thaypan People
<b>Contact address</b>	c/- Cape York Land Council Aboriginal Corporation PO Box 2496

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<b>Party name</b>	Kyerrwanhdha Thingalkal Land Trust
<b>Contact address</b>	c/- Cape York Land Council Aboriginal Corporation PO Box 2496 Cairns QLD 4870

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**Period in which the agreement will operate**

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

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2.1 Subject to clause 2.2, this Agreement commences on the Agreement Date [being 13 August 2014].

2.2 Clauses 4, 5, 9 and 10 commence on the Registration Date.

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

5.1 The parties:

- (a) consent to the doing of the Agreed Acts to the extent that they are Future Acts; and
- (b) if any of the Agreed Acts done prior to the Registration Date are invalid Future Acts, agree to the validating of those Agreed Acts.

6. To avoid any doubt, Part 2 Division 3 Subdivision P of the NTA does not apply to the doing of the Agreed Acts.

"Agreed Acts" means all acts necessary to give effect to this Agreement and the Conservation Agreement including:

- (a) the grant of the Proposed ALA Area as Aboriginal Land to the Land Trust;
- (b) the State and Land Trust entering into and complying with the Conservation Agreement;
- (c) the declaration of the Proposed Nature Refuge Area as a nature refuge under the NCA;
- (d) the State dedicating the Proposed New Road Areas as roads under the Land Act;
- (e) the grant of the Easement to Telstra by the Land Trust;
- (f) the registration and grant of a Carbon Abatement Interest or the declaration of an Eligible Offsets Project over the Proposed ALA Area in favour of the Land Trust; and
- (g) Relevant Acts, including issuing future interests (such as a licence and profit a prendre).

"ALA" means the Aboriginal Land Act 1991 (Qld).

"NCA" means the Nature Conservation Act 1992 (Qld).

"NTA" means the Native Title Act 1993 (Cth).

**Attachments to the entry**

[QI2014\\_071 Schedule 1 Map of Agreement Area.pdf](#)