



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/048
Short name	Melsonby 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 plan in Part 2 of Schedule 1.

[Schedule 1 Parts 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 application covers about 106 sq km approx. 52 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 Korkaktain, 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 (Gaarraay) Land Trust
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 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 including:

- (a) the grant of Easement 1;
- (b) the grant of Easement 2; and
- (c) the renewal or amendment of an easement under (a) or (b) above; and
- (d) any activity in relation to a valid easement under (a) or (b) above that is associated and consistent with the purpose for which the easement is created.

“Easement 1” means an easement from the Land Trust to NPSR for access over lot 1 on SP189914 described as easements A and B on DP288852 for access to lot 24 on SP288847 and on substantially the same terms as the draft easement in Schedule 2.

“Easement 2” means an easement from the Land Trust to Telstra for access over lot 1 on SP189914 described as easements A and B on DP288852 for access to lot 24 on SP288847 and on substantially the same terms as the draft easement in Schedule 3.

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

Attachments to the entry

[QI2016_048 Schedule 1 Part 1 - Written Description of Agreement Area.pdf](#)

[QI2016_048 Schedule 1 Part 2 - Plans of Agreement Area.pdf](#)