

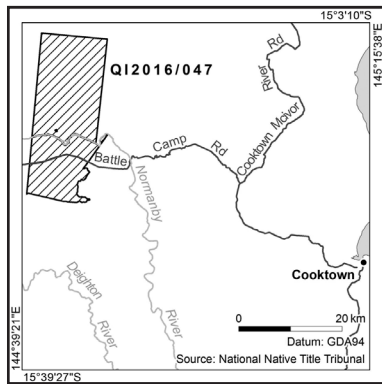
# Notice of applications to register area agreements on the Register of Indigenous Land Use Agreements

State of Queensland

Notification day: 7 December 2016



National  
Native Title  
Tribunal

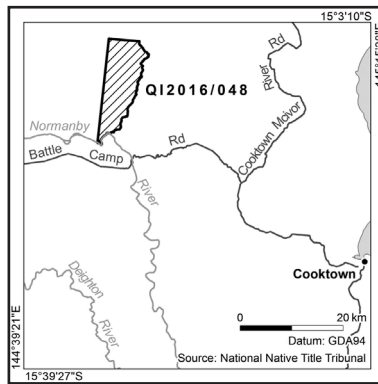


## QI2016/047 Sandstone Western Land Transfer ILUA

### Description of the agreement area:

The application covers about 367 sq km approx. 58 km north west of Cooktown.

**Relevant LGA:** Cook Shire Council



## QI2016/048 Melsonby ILUA

### Description of the agreement area:

The application covers about 107 sq km approx. 52 km north west of Cooktown.

**Relevant LGA:** Cook Shire Council

### Parties to the agreements and their contact addresses:

#### Parties to both agreements

State of Queensland acting through the Department of Natural Resources and Mines  
c/- Department of Aboriginal and Torres Strait Islander Partnerships  
Cape York Peninsula Tenure Resolution  
PO Box 4597  
Cairns QLD 4870

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 for the Cape York United Number 1 Claim (QUD673/2014)  
c/- Cape York Land Council Aboriginal Corporation  
PO Box 2496  
Cairns QLD 4870

#### Party to QI2016/047

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

#### Party to QI2016/048

Balnggarrawarra (Gaarraay) Land Trust  
c/- Cape York Land Council Aboriginal Corporation  
PO Box 2496  
Cairns QLD 4870

### The agreements contain the following statements:

[Explanatory notes or summary in brackets inserted by the National Native Title Tribunal]

#### QI2016/047 Sandstone Western Land Transfer ILUA

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. 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.

**"Agreed Acts"** means all acts necessary to give effect to this Agreement and the IMA [Indigenous Management Agreement] including:

[the grant of the Proposed ALA Area as Aboriginal Land to the Corporation under the ALA (Aboriginal Land Act 1991 (Qld)); the State and the Corporation entering into, being bound by and complying with the IMA; the dedication, use and management of the Proposed National Park (CYPAL) Areas as national park (Cape York Peninsula Aboriginal land); the doing of all acts in the Proposed National Park (CYPAL) Area that are covered by the IMA; the Corporation entering into and complying with the Gravel Lease for gravel extraction with the Road Authority for road maintenance; the Road Authority carrying out water extraction that is authorised under applicable legislation and the State granting any licence, authority or permit required for that purpose; the dedication of roads; grant of Easements 1 and 2; the Corporation constructing and maintaining access tracks on the Proposed ALA Area; the registration and grant of a Carbon Abatement Interest, including interest in Carbon Abatement Products, or Eligible Offsets Project over the Proposed ALA Area in favour of the Corporation; the creation of any Management Instrument over the Proposed National Park (CYPAL) Area; and Relevant Acts].

**"Easement 1"** means [an easement from the Corporation to NPSR (Department of National Parks, Sports and Racing) for access over lot 24 on SP288847 for access to the Proposed National Park (CYPAL) Area].

**"Easement 2"** means [an easement from the Corporation to Telstra for access over lot 24 on SP288847 for access to Telstra Term Lease 221412].

**"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.

**"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.

#### QI2016/048 Melsonby ILUA

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. 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.

**"Agreed Acts"** means all acts necessary to give effect to this Agreement including: [the grant, renewal, amendment or activity related to Easements 1 and 2].

**"Easement 1"** means [an easement from the Land Trust to NPSR (Department of National Parks, Sports and Racing) for access over lot 1 on SP189914 for access to lot 24 on SP288847].

**"Easement 2"** means [an easement from the Land Trust to Telstra for access over lot 1 on SP189914 for access to lot 24 on SP288847].

### Objections to the registration of an ILUA where the application for registration has been certified:

These two applications for registration of indigenous land use agreements (ILUAs) have been certified by the Cape York Land Council, the representative body for the area concerned. The area covered by each agreement is shown in the respective maps. Any person claiming to hold native title to any part of the areas covered by any of the agreements may object in writing within the notice period to the registration of the agreements if they think that the applications to register the ILUAs have not been properly certified. If you wish to object to the registration of any of the agreements (and you hold or claim to hold native title in any part of the areas covered by the agreements) you may only object for one reason: in your view, the applications to register the ILUAs have not been properly certified, as stated in section 203BE(5)(a) and (b) of the *Native Title Act 1993* (Cth). You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, PO Box 9973, Cairns, QLD, 4870** by 7 March 2017. Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about these applications, call Maree Otto on freecall 1800 640 501 or visit [www.nntt.gov.au](http://www.nntt.gov.au).

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