

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

Notification day: 21 February 2024



# National Native Title Tribunal



## Q12023/010 Wangetti Project (Northern Area) ILUA

### Description of the agreement area:

The agreement covers an area of about 96 sq km located approx. 10km south of Port Douglas between Wangetti and the Mowbray River

**Relevant LGAs:** Douglas Shire Council and Mareeba Shire Council

## Q12023/011 Wangetti Project (Southern Area) ILUA

### Description of the agreement area:

The agreement covers an area of about 11 sq km located on the coastal strip between Palm Cove and Wangetti

**Relevant LGAs:** Cairns Regional Council and Douglas Shire Council

### The agreements contain the following statements:

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

7.1 *[The Parties consent to the doing of the Agreed Acts to the extent that they are Future Acts and the validation of any Prior Acts done in, or in relation to, the Agreement Area, to the extent that they were a Future Act and were done invalidly for the purpose of native title]*

7.4 Subdivision P of Division 3 of Part 2 of the *[Native Title Act 1993 (Cth)]* is not intended to apply to the doing of the Agreed Acts.

**“Access Tracks”** means up to 10m wide corridors, to develop access tracks located within the Agreement Area in areas agreed between the Parties in accordance with the Cultural Heritage Agreement and which the State intends to use for the purposes of *[obtaining access for constructing, maintaining, operating, using or repairing the Trail Design and the Associated Infrastructure; and/or for Q12023/010 only, mountain biking or walking track.]*

**“Agreed Acts”** means: (a) the grant of any lease, licence, permit or other authority including re-grant or renewal applying to the Agreement Area that authorises the construction, operation, maintenance, use or repair of the Trail Design and Associated Infrastructure; (b) any Future Acts necessary to give effect to, or incidental to, the construction, operation, maintenance, use or repair of the Trail Design and the Associated Infrastructure; and (c) without limiting paragraphs (a) to (b) of this definition, includes: (i) the grant of a Development Approval; (ii) the grant of a Construction Authority; (iii) the grant of an Operational Authority; (iv) the entry into a Deed of Assignment and Assumption under clause 23; and (v) a variation of this Agreement made under *[clause 24 for Q12023/010 or clauses 24 or 25 for Q12023/011];*

**“Agreed Trail Alignment”** means the alignment agreed by the Native Title Party and the State under the Cultural Heritage Agreement and the location on which the Trail will, *[for Q12023/010, subject to clause 8],* be constructed within the Agreement Area;

**“Agreement Area”** means the land and waters described in Schedule 1 and depicted in Schedule 2 *[of each of the agreements and described and depicted above];*

**“Associated Infrastructure”** means any other amenities and infrastructure necessary for: (a) the construction, maintenance, operation, repair and use of the Trail Design; and (b) the use of the Trail for recreational and commercial purposes.

**“Campsite Areas”** means the public campgrounds and private campgrounds that are up to 4 hectares in size and are located within the Agreement Area, in areas agreed between the Parties in accordance with the Cultural Heritage Agreement;

**“Construction Authority”** means a lease, licence, permit, agreement or other authority that authorises the construction, in the Agreement Area, of any of the following: (a) *[for Q12023/010, the Trail Design and for Q12023/011 the Trail];* or (b) the Associated Infrastructure;

**“Construction Trail Corridor”** means the 40m wide corridor that is 20m either side of the *[for Q12023/010, the Agreed Trail Alignment and for Q12023/011 the Trail], [for Q12023/010, or a width otherwise agreed between the parties; for Q12023/011, as agreed to by the State and the Native Title Party]* in accordance with the Cultural Heritage Agreement;

**“Cultural Heritage Agreement”** means the executed cultural heritage management agreement between representatives of the Aboriginal Party for the area to which the cultural heritage management agreement applies and the State in the form contained in Schedule 8;

**“Djabugay Nation Claim”** means the native title determination application QUD692/2016 made to the Federal Court under Part 3 of the *[Native Title Act 1993 (Cth)];*

**“Final Trail Alignment”** means up to a 2.5m wide permanent alignment on which the Trail is constructed in accordance with the Cultural Heritage Agreement;

**“Native Title Party”** means those persons comprising the Registered Native Title Claimant for the Djabugay Nation Claim Group who are either nominated or determined under s 251A(2) of the *[Native Title Act 1993 (Cth)]* by the Djabugay Nation Claim Group to make the Agreement or, if no persons have been so nominated or determined, such of those persons comprising the Registered Native Title Claimant who execute this Agreement, being a majority of the persons who comprise the Registered Native Title Claimant on behalf of the Djabugay Nation Claim Group;

**“Operational Authority”** means a lease, licence, permit or other authority that authorises the operation, maintenance, use or repair, in the Agreement Area, of any of the following: (a) the Trail Design; (b) the Associated Infrastructure;

**“Prior Act”**: (a) means (i) any act done prior to the Execution Date that would have been an Agreed Act if this Agreement had been executed when the act was done; (ii) any Agreed Act done on or after the Execution Date but prior to Registration; and (b) includes (i) any permit issued by the Wet Tropics Management Authority under part 3, division 4 of the Wet Tropics Management Plan, and any works undertaken in the Agreement Area under the authority of the permit prior to Registration; (ii) any lease, agreement, licence, permit or other authority under s 34 of the *[Nature Conservation Act 1992 (Qld)]* over the Trail Design, and any works undertaken in the Agreement Area under the authority prior to Registration; (iii) any lease, agreement, licence or permit granted by the Wangetti Aboriginal Land Trust over the ALA Area, and any access or use of the ALA Area for construction purposes for the Trail Design under that permit prior to Registration; (iv) the declaration of the ALA Area as transferrable land and the grant of the ALA Area as Aboriginal land, to the extent the declaration and grant were Future Acts and were not undertaken validly for the purpose of native title; (v) any lease granted over the Reserve Area, and any works undertaken in the Agreement Area under the authority of the lease prior to Registration; and (vi) the giving of a Development Approval by Cairns Regional Council under the *Planning Act 2016 (Qld)*.

**“State”** means the State of Queensland through the Department of Tourism, Innovation and Sport and the Department of Environment and Science, and includes: (a) an agent or contractor engaged by the State through those agencies; and

(b) any sub-contractor engaged by a contractor mentioned in paragraph (a) above;

**“Trail”** means up to a 2.5m wide permanent walking and mountain biking track that will be constructed *[for Q12023/010, on the Final Trail Alignment; for Q12023/011, in accordance with the Cultural Heritage Agreement];*

**“Trail Design”** means the Trail, Construction Trail Corridor, Campsite Areas and Access Tracks;

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

State of Queensland acting through the Department of Tourism, Innovation and Sport and the Department of Environment and Science (State)	PO Box 15168, City East QLD 4002
Bruce Banning, Alfred Gray Jnr, Richard Bing Jnr, Florince Williams, Sydney Gray, Dianne Ambryn, Kathleen Lakatos, William Brim, Astro Brim, Earl Hobbler, George Singleton, Gaby Singleton Jnr and Mercy Baird on their own behalf and on behalf of the Djabugay Nation Claim Group (QUD692/2016) (Native Title Party)	c/- North Queensland Land Council Native Title Representative Body Aboriginal Corporation PO Box 679, Cairns North QLD 4870
Wangetti Aboriginal Land Trust	8 Durian Close, Manoora QLD 4870
Wet Tropics Management Authority	PO Box 2050, Cairns QLD 4870
Cairns Regional Council (LGA)	PO Box 359, Cairns QLD 4870
Douglas Shire Council (LGA)	PO Box 723, Mossman QLD 4873

### Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by any of the agreements may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. **The application must be made by 21 May 2024.** If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to the relevant agreement before it can be registered.

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 Sylvia Jagtman on 07 3052 4248 or visit [www.nntt.gov.au](http://www.nntt.gov.au).