



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2020/016
<b>Short name</b>	East Point Mackay Project Supplementary ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	24/03/2021
<b>State/territory</b>	Queensland
<b>Local government region</b>	Mackay Regional Council

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## Description of the area covered by the agreement

### 3.1 Relevant area

This agreement applies to the ILUA Area.

**ILUA Area** means the area to which this Agreement applies, being the land and waters as described in Schedule 1 and shown in the map in Schedule 2. The ILUA Area does not include the Original ILUA Area.

**Original ILUA** means the ILUA negotiated by EMPL with the Original ILUA Signatories, which was registered on the Register of Indigenous Land Use Agreements on 16 March 2005 (National Native Title Tribunal number QI2003/003).

**Original ILUA Area** means the area to which the Original ILUA applies.

*[Copies of Schedules 1 and 2 are attached to this register extract. The following general description 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 agreement area covers approx. 0.31 sq km, consisting of two separate areas, and is located between Pioneer River and Mackay Harbour.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	Eastpoint Mackay Pty Ltd
<b>Contact address</b>	c/- King & Wood Mallesons Level 33, Waterfront Place 1 Eagle Street Brisbane QLD 4000

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<b>Party name</b>	Yuwi Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679 Cairns North QLD 4870

### Other Parties

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<b>Party name</b>	Melanie Roseveen Kemp on her own behalf and on behalf of the former Yuwibara Claim Group (QUD12/2019) and Matthew McDonnell, Jennifer Van Der Starre, Irene Adams, Hayley Mann, Madeline Jones, Bernard Tonga and Pamela Young on their own behalf
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**Contact address** c/- North Queensland Land Council  
PO Box 679  
Cairns North QLD 4870

### 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 ILUA

Subject to clause 2.2, this Agreement commences:

- (a) as an agreement, on the Commencement Date; and
- (b) as an ILUA, upon Registration.

**Commencement Date** means the date on which this Agreement is executed by the last of the Parties to execute it.

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

#### 5 Statement for the purpose of the NTA

For the purposes of:

- (a) section 24EB(1)(c) of the NTA; and
  - (b) regulation 7(5)(b) of the ILUA Regulations,
- the Parties agree that Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the Agreed Acts or any other act contemplated under this Agreement.

#### 8.1 Project Rights and associated rights

(a) Subject to clause 8.1(b), the Parties consent to:

- (i) the doing of the Project;
  - (ii) the Grant and implementation of the Project Rights; and
  - (iii) other acts necessary, ancillary, incidental or expedient to give effect to the Project and the Grant and implementation of the Project Rights,
- in the ILUA Area in accordance with this Agreement at any time after Registration and agree not to challenge their validity in the future,

(collectively, the **Agreed Acts**).

(b) Subject to clause 8.4, the Parties' consent to the Later Stage Works is subject to completion of the procedures in Schedule 4.

#### 8.4 Reliance on other NTA provisions

The Parties agree that nothing in this Agreement prevents EMPL from relying on another provision of the NTA for undertaking the Project.

**Project** means:

- (a) the North-western Drain;
- (b) the Bundwall;
- (c) the Revegetation Works;
- (d) the Later Stage Works;
- (e) any other act, activity, Grant of a right or interest or doing of any works as agreed by the Parties in accordance with any conditions or requirements agreed by the Parties, provided any such act, activity, Grant or works are subject to the Non-extinguishment Principle; and
- (f) the access, use and occupation of any part of the ILUA Area by EMPL or any other person for the purpose of exercising any rights under this Agreement.

**Project Rights** means all approvals, authorisations, authorities, certificates, consents, declarations, directions, easements, leases, licences, notices, permits, renewals, rights, tenures or titles:

- (a) from any Government Agency or governmental or other competent authority;
- (b) which are necessary, ancillary, usual or incidental for the carrying out of the Project in the ILUA Area or the doing of any other act necessary, ancillary, usual or incidental to give effect to the Project in the ILUA Area or to enable the Project to proceed in the ILUA Area in accordance with all Applicable Laws, including all of such things required under:
- (c) the *Coastal Protection and Management Act 1995* (Qld);
- (d) the *Environmental Protection Act 1994* (Qld);
- (e) the *Environmental Protection and Biodiversity Conservation Act 1999* (Cth);
- (f) the *Land Act 1994* (Qld);
- (g) the *Nature Conservation Act 1992* (Qld);
- (h) the *Planning Act 2016* (Qld);
- (i) the *Vegetation Management Act 1999* (Qld);
- (j) the *Water Act 2000* (Qld);
- (k) local government by-laws and ordinances; and

(l) any other legislation, regulation, by-law, ordinance, or other such instrument required for the Project, but excluding any native title consents not consented to under or in accordance with this Agreement or the Original ILUA.

**Bundwall** means the development, construction, operation and maintenance of a bundwall in:

- (a) part of the road reserve located immediately to the west of Lot 70;
- (b) part of Lot 70 that adjoins the road reserve referred to in paragraph (a); and
- (c) part of Lot 68 adjacent to the road reserve referred to in paragraph (a).

**Central-western Drain** is a Later Stage Work that, if required by EMPL, will be constituted by the development, construction, operation and maintenance of a stormwater drain in Lot 12 and any area adjacent to Lot 12 below the high water mark required for the drain. The Central-western Drain, if it is required, will be located south-west of the North-western Drain.

**Grant** means initial grant, reissue, remaking, substitution, renewal, extension or further or subsequent grant, and Granted has a corresponding meaning.

**Later Stage Works** means the Central-western Drain and the South-western Drain.

**North-western Drain** means the development, construction, operation and maintenance of a stormwater drain in Lot 12 and any area adjacent to Lot 12 below the high watermark required for the drain.

**Revegetation Works** means the activities and works required to undertake, monitor and maintain works for the revegetation and rehabilitation of Lot 12, Lot 70 and Lot 900 in accordance with the Vegetation Management Plan, including weeding, revegetation, access management (fencing), landscaping (including ripping/ploughing impacted soil for revegetation), and establishing and maintaining pedestrian walkways.

**South-western Drain** is a Later Stage Work that, if required by EMPL, will be constituted by the development, construction, operation and maintenance of a stormwater drain in Lot 12, Lot 900 and any area adjacent to Lot 12 and Lot 900 below the high water mark required for the drain. The South-western Drain, if it is required, will be located south-west of the North-western Drain and, if it is developed, south-west of the Central-western Drain.

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

[QI2020\\_016 Description of ILUA Area, Schedule 1 of the application.pdf](#)

[QI2020\\_016 Map of ILUA Area, Schedule 2 of the application.pdf](#)