



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2011/049
Short name	Iron Range, Portland Roads and Islands ILUA
ILUA type	Area Agreement
Date registered	06/02/2012
State/territory	Queensland
Local government region	Cook Shire Council

Description of the area covered by the agreement

Agreement Area means those areas listed and sketched in Schedule 1 as shown on the plans in Schedule 2. [Schedules 1 and 2 are attached to the 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 area subject to this agreement covers about 575 square kilometres, located in the vicinity of Portland Roads and includes Kutini-Payamu (Iron Range) National Park (Cape York Peninsula Aboriginal Land) and adjacent lands, and Quoin, Forbes, Piper, Restoration, Rocky and Pigeon Islands.

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	Dept of Environment and Resource Management Cape York Peninsula Tenure Resolution Branch PO Box 2066 CAIRNS QLD 4870

Other Parties

Party name	Greta Accoom
Contact address	c/- Cape York Land Council Senior Legal Officer PO Box 2496 CAIRNS QLD 4870

Party name	Ivy Hobson
Contact address	c/- Cape York Land Council Senior Legal Officer PO Box 2496 CAIRNS QLD 4870

Party name	Jasmine Ray Accoom
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Contact address c/- Cape York Land Council
Senior Legal Officer
PO Box 2496
CAIRNS QLD 4870

Party name Lucy May Hobson
Contact address c/- Cape York Land Council
Senior Legal Officer
PO Box 2496
CAIRNS QLD 4870

Party name Northern Kuuku Ya'u Kanthanampu Aboriginal Corporation RNTBC
Contact address C/- Post Office
LOCKHART QLD 4871

Period in which the agreement will operate

Start date 28/07/2011
End Date not specified

2. Commencement and Execution of Agreement

2.1 Subject to clause 2.2, this Agreement commences on the Date of this Agreement.

2.2 Clauses 5, 6, 9, 11 and 12 [which deals with indemnity] commence on the Registration Date.

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

5. Agreement Binding

By operation of the NTA, this Agreement is binding on all Kuuku Ya'u (Kungkay and Kanthanampu) People with respect to the Agreement Area –

- (a) while details of this Agreement are entered on the Register of Indigenous Land Use Agreements; and
- (b) in the same way as this Agreement binds the Native Title Parties.

6. Consent to and Validating of Agreed Acts

6.1 The parties –

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

6.2 Clause 6.1(a) is a statement for the purposes of section 24EB(1)(b) of the NTA and clause 6.1(b) is a statement for the purposes of section 24EBA(1)(a) of the NTA.

7. 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.

9. Surrender of Native Title

9.1 The Surrender is intended to permanently relinquish any Native Title Rights and Interests that may exist in relation to the Surrender Area.

9.2 The Surrender will take effect immediately before the deed of grant is issued to the Cook Shire Council over the Surrender Area.

11. Compensation

11.1 The Native Title Parties acknowledge and agree that any benefits to be provided by the State under this Agreement are –

- (a) in full and final satisfaction of any right or entitlement (whether monetary or otherwise) to compensation for the doing of the Agreed Acts and the validating of the Agreed Acts;
- (b) received by them on behalf of all Kuuku Ya'u (Kungkay and Kanthanampu) People for the Agreement Area; and
- (c) compensation for the purposes of section 24EB of the NTA.

11.2 The Native Title Parties release the State from liability for any Claim and acknowledge that this Agreement may be pleaded as an absolute bar against any Claims by the Kuuku Ya'u (Kungkay and Kanthanampu) People to any further right or entitlement to compensation in respect of the Agreed Acts.

11.3 The Native Title Parties agree that all benefits provided by the State to the Land Trust or to the Corporation under this Agreement are deemed to be benefits provided to the Native Title Parties and to the Kuuku Ya'u (Kungkay and Kanthanampu) People in respect of the Agreed Acts.

13. Proposed ALA Areas

If –

- (a) the Minister for the ALA is satisfied that the Proposed ALA Areas should be granted as Aboriginal Land to the Land Trust; and

- (b) the Land Trust has entered into the IMA;
then the Minister for the ALA will give all necessary directions for the –
(c) grant of the Proposed ALA Areas as Aboriginal Land, in accordance with section 27 of the ALA; and
(d) appointment of the Land Trust as grantee of the Proposed ALA Areas in accordance with section 28 of the ALA.

14. Protected Areas

14.1 The Native Title Parties will use their best endeavours to have the –

(a) Land Trust enter into the IMA for the Proposed National Park (CYPAL) Areas and the Proposed Additional National Park (CYPAL) Areas; and

(b) Land Trust enter into the Conservation Agreement for the Proposed Nature Refuge Area.

14.2 If the Land Trust enters into the IMA and the Minister for the NCA and the Land Trust agree that the Proposed National Park (CYPAL) Areas are to be managed as national parks (Cape York Peninsula Aboriginal land) then –

(a) the grant of the Proposed National Park (CYPAL) Areas as Aboriginal Land will be subject to a condition that the land must become national park (Cape York Peninsula Aboriginal land); and

(b) if the Proposed National Park (CYPAL) Areas become Aboriginal Land, the Minister for the NCA must recommend to the Governor in Council the making of a regulation dedicating the land as national parks (Cape York Peninsula Aboriginal land) in accordance with sections 42AA and 42AC of the NCA.

14.3 If the Land Trust enters into the Conservation Agreement and the Proposed Nature Refuge Area is granted as Aboriginal Land, the State will make an application to the Governor in Council for the declaration of the Proposed Nature Refuge Area as a nature refuge under the NCA.

14.4 The Native Title Parties agree that they and the Kuuku Ya'u (Kungkay and Kanthanumpu) People will not exercise Native Title Rights and Interests, if any, except in accordance with the conditions which apply to Beneficiaries –

(a) as set out in the Conservation Agreement in relation to the Proposed Nature Refuge Area; and

(b) as set out in the IMA in relation to the National Parks (CYPAL).

15. Reserves

The Department will apply to the Minister administering the Land Act for the dedication of the Proposed Reserve Areas as reserves under the Land Act.

16. Proposed Rubbish Dump Area

The Department will carry out all processes required under the Land Act to grant freehold over the Proposed Rubbish Dump Area to Cook Shire Council, including applying to the Governor in Council for a grant of freehold title.

17. Proposed Additional ALA Areas and Proposed Additional National Park (CYPAL) Areas

17.1 If any part of the Esplanade Area is no longer required as a dedicated road and if that area becomes unallocated State land, the State will use its best endeavours to have that area declared as transferable land under the ALA.

17.2 If that area is declared as transferable land, then:

(a) the provisions of clause 13 will apply as if the reference to Proposed ALA Areas was a reference to the Proposed Additional ALA Area; and

(b) the provisions of clause 14.2 will apply as if the reference to Proposed National Park (CYPAL) Areas was a reference to the Proposed Additional National Park (CYPAL) Areas.

Definitions

“Agreed Acts” means all acts necessary to give effect to this Agreement, the IMA and the Conservation Agreement including –

(a) the grant of the Proposed ALA Areas and any Proposed Additional ALA Areas as Aboriginal Land to the Land Trust;

(b) the State and the Land Trust entering into and complying with the IMA;

(c) dedication, use and management of the Proposed National Park (CYPAL) Areas and any Proposed Additional National Park (CYPAL) Areas as national parks (Cape York Peninsula Aboriginal land) under the NCA;

(d) entering into and complying with the Conservation Agreement;

(e) declaration, use and management of the Proposed Nature Refuge Area as a nature refuge under the NCA;

(f) dedication, use and management of the Proposed Reserve Areas as reserves under the Land Act for the following community purposes:

(i) Area A for drainage purposes under the trusteeship of the Cook Shire Council;

(ii) Area B for coastal management purposes under the joint trusteeship of the Corporation and the State;

(iii) Area C for strategic land management purposes under the trusteeship of the Cook Shire Council.

(g) dedication under the Land Act of new roads listed in Schedule 1;

(h) the Surrender; and

(i) the grant of freehold over the Proposed Rubbish Dump Area in favour of the Cook Shire Council.

“Aboriginal Land” has the same meaning as in the ALA.

“ALA” means the Aboriginal Land Act 1991 (Qld).

“Conservation Agreement” means the conservation agreement between the Land Trust and the State over the Proposed Nature Refuge Area in substantially the same terms as the draft agreement in Schedule 6.

“Corporation” means the Northern Kuuku Ya’u Kanthanampu Aboriginal Corporation RNTBC (ICN 7193).

“Date of this Agreement” means the date that the last party executes this Agreement.

“Future Act” has the same meaning as in the NTA.

“IMA” means an indigenous management agreement under the ALA on substantially the same terms as the draft agreement in Schedule 7.

“Land Act” means the Land Act 1994 (Qld).

“Land Trust” means the Northern Kuuku Ya’u Kanthanampu Aboriginal Corporation RNTBC Land Trust.

“NCA” means the Nature Conservation Act 1992 (Qld).

“NTA” means the Native Title Act 1993 (Cth).

“Proposed Additional ALA Areas” means any part of the Esplanade Area which has been declared as transferable land under the ALA in accordance with clause 17.1.

“Proposed Additional National Park (CYPAL) Area” means the Proposed Additional ALA Areas that are intended to be dedicated as national park (Cape York Peninsula Aboriginal land) in accordance with clause 17.2.

“Proposed ALA Areas” means that part of the Agreement Area proposed to be held by the Land Trust under the ALA in accordance with clause 13, and described as lot 47 on SP241408, lot 9 on SP215753, lot 10 on SP215753, lot 20 on SP241413, lots 1 to 4 on CP889845, lot 12 on SP241411, lot 22 on SP241415, lot 26 on SP241423, lot 46 on SP241418, lots 41 to 42 on SP241424, lot 5 on SP241426, lots 1 to 5 on SP241425 and lots 1 to 3 on SP241417 as shown on the plans in Schedule 2.

“Proposed National Park (CYPAL) Areas” means that part of the Agreement Area proposed to be dedicated as a national park (Cape York Peninsula Aboriginal land), in accordance with clause 14, and described as lot 46 on SP241418, lots 41 to 42 on SP241424, lot 5 on SP241426, lots 1 to 5 on SP241425 and lots 1 to 3 on SP241417 as shown on the plans in Schedule 2.

“Proposed Nature Refuge Area” means that part of the Agreement Area proposed to be declared as a nature refuge in accordance with clause 14, and described as lot 9 on SP215753, lot 12 on SP241411, part of lot 47 on SP241408 and part of lot 20 on SP241413 as shown on the plans in Schedule 2.

“Proposed Reserve Area” means those parts of the Agreement Area proposed to be dedicated as reserves for community purposes in accordance with clause 15, and described as lots 22 and 23 on SP241413 and lot 7 on SP121872 as shown on the plans in Schedule 2.

“Proposed Rubbish Dump Area” means that part of the Agreement Area proposed to be granted to the Cook Shire Council in accordance with clause 16 and described as lot 21 on SP241413 as shown on the plan in Schedule 2.

“Registration Date” means the date that this Agreement is registered on the Register of Indigenous Land Use Agreements.

“State” means the State of Queensland.

“Surrender” means the surrender of Native Title Rights and Interests by the Native Title Parties in relation to the Surrender Area.

“Surrender Area” means lot 21 on SP241413 as shown on the plan in Schedule 2.

Attachments to the entry

[QI2011_049 Schedule 1 Agreement Area - description.pdf](#)

[QI2011_049 Schedule 1 Agreement Area - Sketch Map 1.pdf](#)

[QI2011_049 Schedule 1 Agreement Area - Sketch Map 2.pdf](#)

[QI2011_049 Schedule 1 Agreement Area - Sketch Map 3.pdf](#)

[QI2011_049 Schedule 2 - Plans of various Areas.pdf](#)