



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2011/063
Short name	Port of Abbot Point and Abbot Point State Development Area ILUA
ILUA type	Area Agreement
Date registered	10/05/2012
State/territory	Queensland
Local government region	Whitsunday Regional Council

Description of the area covered by the agreement

ILUA area means the area described in item 1 of Schedule A and delineated by a map in item 1 of Schedule B (attached to the Register), to the extent that this is within the outer boundaries of the area covered by the Native Title Claim .

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 380 square kilometres, located approximately 10 kilometres north-west of Bowen, North Queensland.

Parties to agreement

Applicant

Party name	North Queensland Bulk Ports Corporation Limited
Contact address	Level 24 300 Queen Street Brisbane QLD 4000

Other Parties

Party name	Coordinator-General
Contact address	PO Box 15517 City East QLD 4000

Party name	Margaret Smallwood, Tracey Lampton, Loretta Prior, Ray Gaston, Andrew Morrell, Janet Lymburner and Lenora Aldridge on their own behalf and on behalf of the Juru People native title claim group (QUD554/10; QC10/5)
Contact address	c/- North Queensland Land Council Native Title Representative Body Aboriginal Corporation PO Box 697N Cairns North QLD 4870

Party name	State of Queensland
Contact address	c/- Crown Law Level 11, State Law Building 50 Ann Street Brisbane QLD 4000

Period in which the agreement will operate

Start date	21/11/2011
End Date	not specified

Commencement Date means the earlier of:

- (a) the date on which this ILUA was executed by the last of the Parties; and
- (b) the date on which this ILUA is notified by the Registrar under section 24CH of the Native Title Act.

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

7.1 The Parties:

- (a) consent to the Surrender in the APSD Surrender Area and in the Port Surrender Area;
- (b) consent to:
 - (i) the grant of the Applicable Authorisations, the APSD Freehold and the Port Freehold;
 - (ii) the doing of the Port Infrastructure Development, the Port Ancillary Works and the APSD; and
 - (iii) the activities carried out by any person in accordance with the Vegetation Management in the Wetlands Contract and the Land and Sea Contract, including those activities set out in clauses 16.6(a)(iii) and 16.8(f)(iv), in the ILUA Area.

8.1(a) The Parties agree that the Surrender in relation to the Port Surrender Area and the APSD Surrender Area is intended to extinguish any Native Title that may exist in those areas.

9. For the purposes of:

- (a) section 24EB(1)(c) of the Native Title Act; and
 - (b) regulation 7(5)(b) of the Native Title Regulations,
- Subdivision P of Division 3 of Part 2 of the Native Title Act is not intended to apply to any of the Agreed Acts.

“Agreed Acts” means the acts consented and agreed to under clause 7.1, and, for the purposes of the definition of Compensation Entitlement and clause 18, also includes:

- (a) the extinguishment of Native Title by the Surrender in the APSD Surrender Area and the Port Surrender Area;
- (b) any other effect on Native Title of the Agreed Acts; and
- (c) any other effect on Native Title of the exercise of or discharge of rights or obligations in connection with the Agreed Acts.

“APSD” or “Abbot Point State Development” means:

- (a) uses of land within the APSDA consistent with the Development Scheme;
- (b) development and carrying out the development, and all matters, including construction, necessary and ancillary to carrying out the development, within the APSDA consistent with the uses in the Development Scheme; and
- (c) carrying out all investigations and actions related to the management and rehabilitation of land, vegetation, waterways and wetlands within the APSDA.

For the purposes of this definition the term ‘carrying out the development’ includes:

- (a) investigations;
- (b) feasibility and environmental assessments; and
- (c) the construction, operation, maintenance and decommissioning of large scale and light industries, infrastructure and utilities.

“APSD Surrender Area” means the land or waters within the APSDA, and which will be within and not extend beyond the outer boundaries formed by the coordinates set out in item 2 of Schedule A and delineated by a map in item 2(a) of Schedule B and determined by survey after the Commencement Date, but prior to the Surrender of the APSD Surrender Area.

“NQB” means North Queensland Bulk Ports Corporation Limited ABN 36 136 880 218.

“NQB Project Area” means land or waters within the ILUA Area described by the coordinates and delineated by points 1 to 74 on the map in item 2(b) of Schedule B.

“Port Surrender Area” means land or waters within:

- (a) the NQB Project Area, that NQB determines require Port Freehold to facilitate the Port Infrastructure Development or Port Ancillary Works;
 - (b) the NQB Ancillary Offshore Works Area, that NQB determines require Port Freehold to facilitate Port Ancillary Works for the construction, operation and maintenance of any groyne walls; and
 - (c) an Onshore Place within the ILUA Area but outside the NQB Project Area, that NQB determines require Port Freehold to facilitate the Port Ancillary Works,
- to be determined by survey after the Commencement Date but prior to the Surrender of this area or these areas.

Attachments to the entry

[QI2011_063 Schedule A - Description of ILUA Area and Other Areas.pdf](#)

[QI2011_063 Schedule B 1 Map of ILUA Area.pdf](#)