



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2012/120
<b>Short name</b>	Batavia ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	08/05/2013
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council

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## Description of the area covered by the agreement

Lots 2, 3, 4, 5, 6 and 22 and areas marked as New Road on SP241405, as shown on the plan in Schedule 1.

[A map of the agreement area is contained in Schedule 1 of the agreement. A copy of Schedule 1 is attached to the register extract.

The following general description of the agreement area 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:

Agreement area covers about 2430 Sq km located about 90 km east of Weipa in the vicinity of Batavia Downs Homestead.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	The State of Queensland
<b>Contact address</b>	c/- Department of Natural Resources and Mines PO Box 15216 City East QLD 4002

### *Other Parties*

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<b>Party name</b>	Batavia Traditional Owners Aboriginal Corporation
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

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<b>Party name</b>	Rodney Accoom on his own behalf and on behalf of the Atambaya, Northern Kaanju and Yinwum People
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

## Period in which the agreement will operate

Start date	20/11/2012
End Date	not specified

### 2. Commencement and execution of Agreement

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

2.2 Clauses 5, 6, 10 and 11 commence on the Registration Date.

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

### 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

7. 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.

#### 1.1

"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 Area as Aboriginal Land to the Corporation;

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

(c) dedication, use and management of the Proposed National Park (CYPAL) Area as a national park (Cape York Peninsula Aboriginal land) under the NCA;

(d) the State and the Corporation 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 of the areas marked as new road on SP241405 as roads under the Land Act;

(g) the Corporation and the Licensee entering into and complying with the Licence;

(h) the Corporation and the Road Authority entering into and complying with the agreements contemplated by clause 13.3;

(i) extraction of quarry material and water for road and track maintenance purposes in accordance with clause 13;

(j) the grant of the Quarry Lease; and

(k) the addition of the Proposed Airstrip Approach Areas to the Moreton Reserve.

"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 Corporation and the State over the Proposed Nature Refuge Area in substantially the same terms as the draft agreement in Schedule 3.

"IMA" means an indigenous management agreement under the ALA in substantially the same terms as the draft agreement in Schedule 4.

"Land Act" means the Land Act 1994 (Qld).

"Licence" means a licence between the Corporation and the Licensee, in substantially the same terms as the draft licence in Schedule 7.

"Moreton Reserve" means the reserve for recreation and natural resource management dedicated under the Land Act over Lot 2 on SP241431.

"National Park (CYPAL)" means any national park (Cape York Peninsula Aboriginal land) dedicated over the Proposed National Park (CYPAL) Area.

"NCA" means the Nature Conservation Act 1992 (Qld).

"Proposed Airstrip Approach Areas" means Lots 3 and 6 on SP241405, as shown on the plan in Schedule 1.

"Proposed National Park (CYPAL) Area" means that part of the Agreement Area proposed to be dedicated as national park (Cape York Peninsula Aboriginal land), in accordance with clause 12, and described as Lots 4, 5 and 22 on SP241405, as shown on the plan in Schedule 1.

"Proposed Nature Refuge Area" means that part of the Agreement Area proposed to be declared as a nature refuge in accordance with clause 12, and described as parts of Lot 2 on SP241405, as shown on the plan at Schedule 3.

"Quarry Lease" means a lease to be granted by the Corporation to the Road Authority that includes the terms set out in clause 13 [which deals with gravel and water for road maintenance].

"Quarry Material" has the meaning given in the Forestry Act 1959 (Qld).

**Attachments to the entry**

[QI2012\\_120 Attachment - Map of agreement area.pdf](#)