



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/085
Short name	Olkola Land Transfer ILUA
ILUA type	Area Agreement
Date registered	05/05/2015
State/territory	Queensland
Local government region	Carpentaria Shire Council, Cook Shire Council

Description of the area covered by the agreement

Clause 1.1 of the agreement provides that the 'Agreement Area' means that area of land described in the table entitled "Agreement Area" in Part 1 of Schedule 1 as shown on the plans in Part 2 of Schedule 1.

SCHEDULE 1 PART 1: WRITTEN DESCRIPTION OF THE AGREEMENT AREA

PROPOSED ALA AREAS:

Strathmay block: Lot 10 on SP261207

Dixie and Killarney block: Lot 6 on SP262570

Olkola National Park (CYPAL) (Alwal section): Lot 16 on SP262570

Olkola National Park (CYPAL) (Kurrumbila sections): Lots 7 and 21 on SP241432

PROPOSED NATIONAL PARK (CYPAL) AREA:

Olkola National Park (CYPAL) (Alwal section): Lot 16 on SP262570

Olkola National Park (CYPAL) (Kurrumbila sections): Lots 7 and 21 on SP241432

PROPOSED REGIONAL PARK AREAS:

PROPOSED REGIONAL PARK AREA 1:

Olkola (Kurrumbila) Regional Park 1: Lot 20 on SP241432

PROPOSED REGIONAL PARK AREA 2:

Olkola (Kurrumbila) Regional Park 2: Lot 1, 2, 3, 4, 5, 8, 9, 12, 13, 14, 15 and 17 on SP241432

PROPOSED EASEMENT:

Easement across Lot 10 on SP261207 (Strathmay block): Easement X in Lot 10 SP261207

PROPOSED GRAVEL LEASE AREAS:

Gravel Lease Areas in Lot 6 on SP262570 (Dixie and Killarney block):

Lease A & B on DP262571

Lease C & D on DP262572

Lease E on DP262573

Lease F, G & H on DP262574

Lease J on DP262575

Lease K on DP262576

Lease L & M on DP262577

Gravel Lease Areas in Lot 10 on SP261207 (Strathmay block):

Lease A, B & C on DP266599

Lease D & E on DP266600

Lease F, G & H on DP266601

Lease J & K on DP266602

Lease L, N & M on DP266603

Lease P on DP266604

PROPOSED ROAD AREAS:

Proposed New Road Areas: Areas marked as new road on SP241432, SP261207 and SP262570

PROPOSED NATURE REFUGE AREAS:

Proposed Nature Refuge Areas: Parts of Lot 10 on SP261207 and Lot 6 on SP262570, as shown on PA662 (AP21391)

SCHEDULE 1 PART 2: PLANS OF THE AGREEMENT AREA

[A copy of the plans of the Agreement Area from Part 2 of Schedule 1 is attached to the Register Extract.]

Parties to agreement

Applicant

Party name State of Queensland
Department of Natural Resources and Mines [State]

Contact address PO Box 15216
City East QLD 4002

Other Parties

Party name Michael Yam, Phillip Yam, Michael Ross, Andrew Malcolm, Fred Coleman, Michael Friday Snr and Christopher Bally on their own behalf and on behalf of Olkola People

Contact address c/- Cape York Land Council Aboriginal Corporation
PO Box 2496
Cairns QLD 4870

Party name Olkola Aboriginal Corporation [Corporation]

Contact address c/- Cape York Land Council Aboriginal Corporation
PO Box 2496
Cairns QLD 4870

Period in which the agreement will operate

Start date not specified

End Date not specified

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

2.2 Clauses 4 (Agreement Binding), 5 (Consent to and Validating of Agreed Acts), 9 (Compensation) and 10 (Release, Waiver and Indemnity) commence on the Registration Date.

2.3 This Agreement may be executed by a Native Title Party and held by the CYLC in escrow subject to and conditional upon authorisation of this Agreement in accordance with section 251A of the NTA.

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

“Agreement Date” means the date when both of the following have occurred:

- (a) the last party has executed this Agreement; and
- (b) this Agreement has been released from escrow under clause 2.3.

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

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

5. Consent to and Validating of Agreed Acts

5.1 The parties:

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

6. 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.

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

"Additional ALA Areas" means any areas that are intended to become Aboriginal land under clause 14.

"Additional National Park (CYPAL) Areas" means any areas that are intended to become national park (Cape York Peninsula Aboriginal land) under clause 14.

"ALA" means the Aboriginal Land Act 1991 (Qld).

"Agreed Acts" means all acts necessary to give effect to this Agreement, the IMA, the Regional Park Management Agreement and the Conservation Agreement, including:

- (a) the grant of the Proposed ALA Area as Aboriginal Land to the Corporation under the ALA;
- (b) the grant of the Additional ALA Areas as Aboriginal Land to the Corporation under the ALA;
- (c) the State and the Corporation entering into, being bound by and complying with the IMA;
- (d) the dedication, use and management of the Proposed National Park (CYPAL) Areas as national park (Cape York Peninsula Aboriginal land);
- (e) the doing of all acts in the Proposed National Park (CYPAL) Areas that are covered by the IMA in accordance with the procedures set out in the IMA;
- (f) any variation of the IMA in accordance with the terms of the IMA;
- (g) the State and Corporation entering into, being bound by and complying with the Regional Park Management Agreement;
- (h) the dedication, use and management of the Proposed Regional Park Areas as regional parks under the NCA;
- (i) the doing of all acts in the Proposed Regional Park Areas that are covered by the Regional Park Management Agreement in accordance with the procedures set out in the Regional Park Management Agreement;
- (j) any variation of the Regional Park Management Agreement in accordance with the terms of the Regional Park Management Agreement;
- (k) the declaration, use and management of the Proposed Regional Park Areas as resource use areas under the NCA;
- (l) the subsequent dedication of all or part of the Proposed Regional Park Areas as national park (Cape York Peninsula Aboriginal land);
- (m) the Corporation and the State entering into, being bound by and complying with the Conservation Agreement;
- (n) the State declaring the Proposed Nature Refuge Area as a nature refuge under the NCA;
- (o) the Corporation entering into and complying with the Gravel Lease for gravel extraction with the Road Authority for road and track maintenance purposes;
- (p) the Corporation granting the Easement to the Road Authority for access to the Proposed Gravel Lease Area;
- (q) the State issuing authorities under the NCA to the Road Authority for gravel extraction for road and track maintenance purposes from the Proposed Regional Park Area 2 in accordance with clause 18 and the Regional Park Management Agreement;
- (r) the Road Authority carrying out water extraction that is authorised under the Water Act 2000 (Qld), and the NCA where applicable, from the Water Extraction Sites and the State granting any licence, authority or permit required for that purpose in accordance with the requirements of the IMA or Regional Park Management Agreement, as applicable;
- (s) the State issuing the Dixie/Wulpan NCA Permit to the Dixie/Wulpan Permittee over the Proposed National Park (CYPAL) Area (Kurrumbila Sections) and the Proposed Regional Park Area 1;
- (t) the State issuing the Dixie/Wulpan Land Act Permit to the Dixie/Wulpan Permittee over the Dixie/Wulpan Destocking Area;
- (u) the State dedicating the Proposed New Road Areas as roads;
- (v) the Corporation constructing and maintaining access tracks on the Proposed ALA Area;
- (w) the registration and grant of a Carbon Abatement Interest or the declaration of an Eligible Offsets Project over the Proposed ALA Areas or the Proposed Regional Park Areas in favour of the Corporation;
- (x) the creation of any Management Instrument over the Proposed National Park (CYPAL) Areas subject to the terms of the IMA;
- (y) the creation of any Management Instrument over the Proposed Regional Parks Areas subject to the prior consent of the Corporation; and
- (z) Relevant Acts.

"Associated Activity" means the doing of any activity in relation to a valid lease, agreement, licence, profit à prendre, permit or other authority created, authorised or otherwise granted in accordance with this Agreement, that is associated and consistent with the purpose for which the lease, agreement, licence, profit à prendre, permit or other authority is created, including:

- (a) the construction or operation of infrastructure;
- (b) extraction of Quarry Materials or water in accordance with any lease, agreement, licence, profit à prendre, permit or other authority; and
- (c) survey activities and geotechnical investigations required prior to the creation, authorisation or grant of the lease, agreement, licence, profit à prendre, permit or other authority.

"Conservation Agreement" means the conservation agreement under the NCA between the State and the Corporation on substantially the same terms as the draft agreement in Schedule 4.

"Dixie/Wulpan Destocking Area" means that part of lot 6 on SP262570 described as such in the map at Schedule 7.

[Schedule 7 is attached to the Register Extract]

“Dixie/Wulpan Land Act Permit” means a permit issued by the State under the Land Act over the Dixie/Wulpan Destocking Area that provides for the Dixie/Wulpan Permittees to occupy, muster and remove their own stock from the Dixie/Wulpan Destocking Area until 31 December 2014.

“Dixie/Wulpan NCA Permit” means a permit or authority issued by the State under the NCA over the Proposed National Park (CYPAL) Area (Kurrumbilla Sections) and the Proposed Regional Park Area 1 that provides for the Dixie/Wulpan Permittees to occupy, muster and remove their own stock from the Proposed Regional Park Area 1 until 31 December 2014.

“Dixie/Wulpan Permittees” means Robert James Hann Whelan and Kym Doreen Whelan.

“Easement” means an easement granted by the Corporation to the Road Authority, on substantially the same terms as the draft easement in Schedule 6.

“Exploration Permit” has the same meaning as in the MRA.

“Gravel Lease” means a lease between the Corporation and the Road Authority on substantially the same terms as the draft agreement in Schedule 5.

“IMA” means the indigenous management agreement under the ALA and the NCA between the State and the Corporation on substantially the same terms as the draft agreement in Schedule 3.

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

“Regional Park Management Agreement” means the agreement entered into between the State and the Corporation, on or about the Agreement Date, on substantially the same terms as the agreement at Schedule 10.

“Relevant Acts” means:

- (a) following the grant of the Proposed ALA Area or the grant of the Additional ALA Areas to the Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit à prendre, permit or other authority over the Proposed ALA Area or the Additional ALA Areas by the Corporation;
 - (b) following the dedication of the Proposed National Park (CYPAL) Area or the dedication of the Additional National Park (CYPAL) Areas, the creation, authorisation or grant of a valid lease, agreement, licence, permit or other authority under section 42AD, section 42AE or section 42AEA of the NCA over the Proposed National Park (CYPAL) Area or the Additional National Park (CYPAL) Areas by the State, subject to the consent of the Corporation and any other processes required under the IMA;
 - (c) the creation, authorisation or grant of the valid lease, agreement, licence, permit or other authority under section 34 of the NCA over Regional Park by the State subject to the consent of the Corporation and any other processes required under the Regional Park Management Agreement;
 - (d) the renewal or amendment of a lease, agreement, licence, profit à prendre, permit or other authority under (a) or (b) or (c) above; and
 - (e) an Associated Activity,
- but does not include the grant of a Mining Tenement or any authority relating to mining or mineral exploration under any legislation.

“Road Authority” means the State or local government agency responsible from time to time for maintenance of dedicated roads in the Agreement Area, being the Cook Shire Council as at the Agreement Date.

“Water Extraction Sites” means those sites on the Agreement Area identified for continued extraction of water by the Road Authority for road maintenance purposes, as shown and described in Schedule 9. [Schedule 9 is attached to the Register Extract.]

[See the above description of the area covered by the agreement from Part 1 of Schedule 1 and the plans of the Agreement Area from Part 2 of Schedule 1 attached to the Register Extract, for the meaning of the following terms: Proposed ALA Area, Proposed National Park (CYPAL) Areas, Proposed Regional Park Areas, Proposed Regional Park Area 1, Proposed Regional Park Area 2, Proposed Easement, Proposed Gravel Lease Areas, Proposed Road Areas, Proposed Nature Refuge Areas]

Attachments to the entry

[QI2014_085 Schedule 1 Part 2 Plans of Agreement Area.pdf](#)

[QI2014_085 Schedule 9 Map of Water Extraction Sites.pdf](#)

[QI2014_085 Schedule 7 Dixie Wulpan Destocking Area.pdf](#)