



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2017/015
<b>Short name</b>	Bromley Land Transfer ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	30/01/2018
<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

'Agreement Area' is defined as 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.

[A copy of Part 1 and Part 2 of Schedule 1 is attached to this 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:

The agreement area covers about 1610 sq km located approximately 50km north of Lockhart River on the eastern side of Cape York Peninsula.]

## Parties to agreement

### *Applicant*

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

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<b>Party name</b>	The State of Queensland
<b>Contact address</b>	c/- Department of Aboriginal and Torres Strait Islander Partnerships, Cape York Peninsula Tenure Resolution Program PO Box 4597 Cairns QLD 4870

### *Other Parties*

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

2.2 Clauses (4 (Consent to and Validating of Agreed Acts), 8 (Compensation) and 9 (Release, Waiver and Indemnity) commence on the Registration Date.

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

4.1 The Parties:

(a) consent to the doing of the Agreed Acts to the extent that they are Future Acts;  
and

(b) Subject to compliance with this Agreement, if any of the Agreed Acts done prior to the Registration Date are invalid Future Acts, agree to the validating of those Agreed Acts.

5. To avoid any doubt, Part 2 Division 3 Subdivision P of the NTA [Native Title Act 1993 (Cth)] does not apply to the doing of the Agreed Acts.

#### Definitions

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

(a) the grant of the Proposed ALA [Aboriginal Land Act 1991 (Qld)] Area as Aboriginal Land to the Corporation under the ALA;

(b) the State and the Corporation entering into, being bound by and complying with the IMA;

(c) the dedication, use and management of the Proposed National Park (CYPAL) Areas as national park (Cape York Peninsula Aboriginal Land);

(d) 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;

(e) any variation of the IMA in accordance with the terms of the IMA;

(f) the State and the Corporation entering into, being bound by and complying with the Conservation Agreements;

(g) the State declaring the Proposed Nature Refuge Areas as a nature refuges under the NCA [Nature Conservation Act 1992 (Qld)];

(h) the Corporation granting the Easement to Scudo Pty Ltd

(i) the State dedicating the Proposed New Road Area as road;

(j) the Corporation constructing and maintaining access tracks on the Proposed ALA Area;

(k) the registration and grant of a Carbon Abatement Interest, including any interest granting the right to deal with Carbon Abatement Products, or the declaration of an Eligible Offsets Project over the Proposed ALA Areas in favour of the Corporation;

(l) the creation of any Management Instrument over the Proposed National Park (CYPAL) Areas subject to the terms of the IMA;

(m) the future grant of part of the Esplanade Area as Aboriginal Land to the Corporation under the ALA; and

(n) Relevant Acts.

"Associated Activity" means the doing of any activity in relation to a valid lease, agreement, licence, profit a 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 a 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 a 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 a prendre, permit or other authority.

"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.

"Relevant Acts" means:

(a) following the grant of the Proposed ALA Area 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 by the Corporation;

(b) following the dedication of the Proposed 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) Areas by the State, subject to the consent of the Corporation and any other processes required under the IMA;

(c) the renewal or amendment of a lease, agreement, licence, profit à prendre, permit or other authority under (a) or (b) above; and

(d) 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.

#### Attachments to the entry

[Schedule 1 Part 1 - Written description of the Agreement Area.pdf](#)

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