



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2021/010
Short name	Eastern Kuku Yalanji 2021 National Parks Land Transfer ILUA
ILUA type	Area Agreement
Date registered	03/06/2022
State/territory	Queensland
Local government region	Cook Shire Council, Douglas Shire Council

Description of the area covered by the agreement

"**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 4 of Schedule 1.

[A copy of Schedule 1 Part 1 is attached to this Register Extract, along with a map which shows the external boundary of the Agreement Area. 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 1,598 sq km, located between Cooktown and Port Douglas, including the Hope Islands and Snapper Island].

Parties to agreement

Applicant

Party name	Jabalbina Yalanji Aboriginal Corporation RNTBC ICN 7002 ("Corporation")
Contact address	c/- P&E Law PO Box 2337 Cairns QLD 4870

Party name	The State of Queensland ("State")
Contact address	c/- Department of Environment and Science Cape York Peninsula Tenure Resolution Program PO Box 4597 Cairns QLD 4870

Other Parties

Party name	Conrad Yeatman (Senior), Christine Gale Friday, Carol Pierce, Cecelia Ross-Kelly, Ian Woibo and Chrissy Grant on their own behalf and on behalf of the Eastern Kuku Yalanji People ("Eastern Kuku Yalanji Party")
Contact address	c/- P&E Law PO Box 2337 Cairns QLD 4870

Party name Michael Ross, Silva Blanco and Clarry Flinders on their own behalf and on behalf of the Cape York United Number 1 Claim Group ("Cape York Party")

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

Party name Wet Tropics Management Authority ("WTMA")

Contact address PO Box 2050
Cairns QLD 4870

Period in which the agreement will operate

Start date 28/09/2021

End Date not specified

3. Commencement and execution of Agreement

3.1 Subject to clause 3.2, this Agreement commences on the Agreement Date.

3.2 Clauses 5 (Consent to and Validating of Agreed Acts), 10 (Compensation) and 11 (Release, Waiver and Indemnity) commence on the Registration Date.

3.3 Subject to clauses 3.4 and 3.5, this Agreement will continue in force in perpetuity.

3.4 This Agreement may be terminated by written agreement executed by the parties.

3.5 Other than in relation to the Determined Area, if there is a determination by the Federal Court that:

(a) Native Title does not exist in part of the Agreement Area: or

(b) Native Title in part of the Agreement Area is held by people other than the Cape York Party or the Eastern Kuku Yalanji People;

this Agreement terminates in relation to that part of the Agreement Area subject to that determination, but remains in force in relation to the balance of the Agreement Area.

"**Agreement Date**" means the date on which the last of the following has executed this Agreement:

(a) the Corporation;

(b) Eastern Kuku Yalanji Party;

(c) the Cape York Party;

(d) the WTMA; and

(e) the State.

"**Determined Area**" means that part of the Agreement Area over which Native Title has been determined by the Federal Court of Australia in the Eastern Kuku Yalanji Determination, as shown on the map in Schedule 2.

"**Eastern Kuku Yalanji Determination**" means the Federal Court decision *Walker on behalf of the Eastern Kuku Yalanji People v State of Queensland* [2007] FCA 1907 (QC2007/002, QUD 6008/1996).

"**Eastern Kuku Yalanji People**" means the descendants of the apical ancestors identified in schedule 1 of the Eastern Kuku Yalanji Determination, the descendants of the apical ancestors for any future Native Title determination over the Agreement Area, or any amendments of those determinations.

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) 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.

7. Right to Negotiate

7.1 To avoid any doubt, Part 2 Division 3 Subdivision P of the NTA does not apply to the doing of the Agreed Acts.

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

(a) the grant of the Proposed ALA Areas as Aboriginal Land to the Corporation under the ALA;

(b) the grant of the Proposed Future ALA Area as Aboriginal Land to the Corporation under the ALA;

- (c) the State, WTMA 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 and Proposed Future 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 and Proposed Future 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 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 ALA Freehold Area and Proposed Future ALA Area in favour of the Corporation;
- (h) the creation of any Management Instrument over the Proposed National Park (CYPAL) Areas and Proposed Future National Park (CYPAL) Areas subject to the terms of the IMA;
- (i) the revocation of Proposed Future Road Areas and their dedication as Roads;
- (j) the revocation of part or all of the land representing Infrastructure Encroachments at Part 3 of Schedule 1, from the Daintree National Park and Ngalba Bulal National Park granting the balance area of the Proposed Future National Park (CYPAL) Areas as Aboriginal Land to the Corporation in accordance with clause 18.1;
- (k) the future revocation from the protected area estate of Lots 91 to 94 on W3451 shown at Part 5 of Schedule 1 and Lot 166 and Lot 900 on SP296959 shown at Part 4 of Schedule 1;
- (l) the future revocation of national park over the Existing Nursery, Lot 10 on SP296958;
- (m) the grant of Gazetted Roads to the Corporation under the ALA and dedicating as national park (Cape York Peninsula Aboriginal land);
- (n) the grant to Douglas Shire Council of an authority under section 42AEA of the *Nature Conservation Act 1992* (Qld), as referred to in clause 20;
- (o) the grant to Ergon Energy of an authority under section 42AEA of the *Nature Conservation Act 1992* (Qld), as referred to in clause 21;
- (p) the grant to Telstra of an authority under section 42AEA of the *Nature Conservation Act 1992* (Qld), as referred to in clause 22;
- (q) the State and the Corporation entering into, being bound by and complying with the Conservation Agreement.
- (r) the State declaring the Proposed Future Nature Refuge Area as nature refuge under the NCA; and
- (s) the Relevant Acts.

"**Aboriginal Land**" has the same meaning as in the ALA.

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

"**ALA Freehold Area**" means lot 63 on RP898391.

"**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 subject to the requirements in clause 6, 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.

"**Carbon Abatement Interest**" has the same meaning as in the Land Title Act and in the Land Act.

"**Carbon Abatement Product**" has the same meaning as in the Land Title Act and in the Land Act.

"**CFI Act**" means the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth).

"**Conservation Agreement**" means the conservation agreement entered into pursuant to the NCA between the

State and the Corporation on substantially the same terms as the draft agreement in Schedule 4.

"**Eligible Offsets Project**" has the same meaning as in the CFI Act.

"**Existing Nursery**" means lot 10 on SP296958 and shown on the plan in Part 4 of Schedule 1.

"**Future Act**" has the same meaning as in the NTA.

"**Gazetted Roads**" means those areas proposed to be dedicated as national park (CYPAL), in accordance with clause 18.3, described as "Gazetted Roads" and as shown in the sketch plan at Schedule 9.

"**IMA**" means the indigenous management agreement under the ALA and the NCA between the State, WTMA and the Corporation on substantially the same terms as the draft agreement provided in Schedule 3.

"**Infrastructure Encroachment**" means those structures in the Daintree National Park and Ngalba Bulal National Park identified as an encroachment described as "Infrastructure Encroachment" in Schedule 1 Part 2 and as shown on the plans in Schedule 1 Part 3.

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

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

"**Management Instrument**" means a Management Plan or Management Statement prepared under the NCA to specify how the Proposed National Park (CYPAL) Areas are to be managed.

"**Mining Tenement**" has the same meaning as in the *Mineral Resources Act 1989* (Qld).

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

"**Proposed ALA Areas**" means the Proposed ALA Area (Section 39) and the Proposed ALA Area (Section 40).

"**Proposed ALA Area (Section 39)**" means the area to be transferred to the Corporation pursuant to section 39 of the ALA, described at Section 2 in Part 1 of Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Proposed ALA Area (Section 40)**" means the area described at Section 1 in Part 1 of Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Proposed Future ALA Area**" means the area to be transferred to the Corporation pursuant to section 40 of the ALA, described at Section 3 in Part 1 of Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Proposed Future Daintree National Park (CYPAL) Areas**" means those parts of the Daintree National Park proposed to be dedicated as national park (CYPAL), in accordance with clause 18, described as "Proposed Future Daintree National Park (CYPAL) Areas" described at Section 3 in Part 1 of Schedule 1.

"**Proposed Future National Park (CYPAL) Areas**" means the area combining both the Proposed Future Daintree National Park (CYPAL) Areas and the Proposed Future Ngalba-bulal National Park (CYPAL) Areas.

"**Proposed Future Nature Refuge Area**" means those part of the Agreement Area proposed to be declared as a Nature Refuge under the NCA, in accordance with clause 16, described as "Proposed Future Nature Refuge Areas" at Section 6 in Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Proposed Future Ngalba-bulal National Park (CYPAL) Areas**" means that part of the Ngalba Bulal National Park proposed to be dedicated as national park (CYPAL), in accordance with clause 18, described as "Proposed Future Ngalba-bulal National Park (CYPAL) Areas" in Part 1 of Schedule 1.

"**Proposed Future Road Areas**" means the area described at Section 4 in Part 1 of Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Proposed National Parks (CYPAL) Areas**" means those parts of the Agreement Area proposed to be immediately dedicated as national park (Cape York Peninsula Aboriginal land), in accordance with clause 13, described as "Proposed National Park (CYPAL) Area" in Part 1 of Schedule 1 and shown in the plans in Part 4 of Schedule 1.

"**Quarry Materials**" has the same meaning as in the *Forestry Act 1959* (Qld).

"**Road**" has the same meaning as in the Land Act.

"**Relevant Acts**" means:

(a) following the grants of the Proposed ALA Areas to the Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit a prendre, permit or other authority over any of the Proposed ALA Areas by the Corporation subject to the requirements in clause 6;

(b) following the grants of the Proposed Future ALA Area to the Corporation, the creation, authorisation or granting of a valid lease, agreement, licence, profit a prendre, permit or other authority over any of the Proposed Future ALA Area by the Corporation subject to the requirements in clause 6;

(c) following the dedications of the Proposed National Park (CYPAL) Areas and Proposed Future 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 and Proposed Future National Park (CYPAL) Areas by the State, subject to the consent of the Corporation, the requirements in clause 6 and any other processes required under the IMA;

(d) the renewal or amendment of a lease, agreement, licence, profit a prendre, permit or other authority under (a), (b) or (c) above subject to the requirements in clause 6; 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.

Attachments to the entry

[QI2021_010 Schedule 1 Part 1 Written description of the agreement area.pdf](#)

[QI2021_010 Map showing external boundary of the Agreement Area.pdf](#)