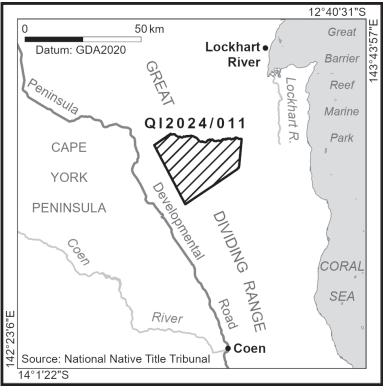


Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements in Queensland

Notification day: 5 March 2025



National Native Title Tribunal



QI2024/011 Northern Kaanju People Forestry Act Sales Permit ILUA
State of Queensland

Description of the agreement area:

The agreement area covers about 663 sq km and is located on the Cape York Peninsula approx. 64 km north of Coen

Relevant LGA: Cook Shire Council

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

5. Consents

5.1 The parties consent to:

- (a) the doing of the Agreed Acts to the extent that they are Future Acts; and
- (b) the validation of any of the Agreed Acts done after the Execution Date but prior to Registration, to the extent that they are Future Acts.

5.2 The parties consent to the validation of a Prior Grant to the extent the Prior Grant:

- (a) was a Future Act;
- (b) was done invalidly for the purposes of Native Title; and
- (c) can be validated in this Agreement.

5.3 Clause 5.1(a) is a statement for the purposes of the NTA, section 24EB(1)(b) and clauses 5.1(b) and 5.2 are statements for the purposes of the NTA, section 24EBA(1)(a).

5.4 To the extent that any of the Agreed Acts or any Prior Grant is or was a Future Act, the parties acknowledge that the Non-Extinguishment Principle applies.

“Aboriginal Land” means a grant in fee simple under section 38 of the ALA;

“Access Track” means the navigable vehicle access shown on the map at Schedule 4 [of the agreement];

“Agreed Acts” means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to:

- (a) Future Grants;
- (b) all things necessary for, or incidental to, a Future Grant;
- (c) all things necessary and incidental to give effect to the Reconfiguration, the construction and maintenance of the Access Track and the Haulage Track, and the grant of Aboriginal Land in accordance with this Agreement;
- (d) surrender of part of the Term Lease to align with the New Lot 3 as shown in the map at Schedule 13 [of the agreement];
- (e) amendment of the Term Lease to align with the New Lot 3 as shown in the map at Schedule 13 [of the agreement]; and
- (f) the extension of the term of the Term Lease;

“ALA” means the Aboriginal Land Act 1991 (Qld);

“Existing Lot 3” means the registered plan for lot 3 on SP187433 as attached at Schedule 2 [of the agreement];

“Existing Lot 5” means the registered plan for lot 5 on SP187433 as attached at Schedule 2 [of the agreement];

“Forestry Act” means the Forestry Act 1959 (Qld);

“Future Act” has the meaning given in the NTA;

“Future Grant” means any or all of the following:

- (a) the amendment, extension, renewal or variation of a Relevant Sales Permit that is in force on the Execution Date;
- (b) the grant of a Relevant Sales Permit on or after the Execution Date;
- (c) the amendment, extension, renewal or variation of a Relevant Sales Permit that is granted on or after the Execution Date, and, to avoid doubt, includes a Relevant Amendment of a Relevant Sales Permit;

“Get”, in relation to Quarry Material, has the meaning given in the

Forestry Act;

“Haulage Track” means the new haulage track to be constructed by Bowyer Archer over the New Lot 5 and shown on the map at Schedule 13 [of the agreement];

“Land Act” means the Land Act 1994 (Qld);

“Land Registry” is as defined in the Land Act;

“Native Title” has the meaning given in the NTA;

“New Lot 3” means the proposed new Lot 3 as shown on the map at Schedule 3 [of the agreement];

“New Lot 5” means the proposed new Lot 5 as shown on the map at Schedule 4 [of the agreement];

“Non-Extinguishment Principle” has the meaning given in the NTA;

“Prior Grant” means the grant, amendment, extension, renewal or variation of Sales Permit 000296 and Sales Permit 201609002 between 18 January 1996 and immediately before Registration;

“Quarry Material” has the meaning given in the Forestry Act;

“Reconfiguration” means the realignment to the boundaries of Existing Lot 3 and Existing Lot 5 to create New Lot 3 and New Lot 5 as shown on the plan in Schedule 5 [of the agreement];

“Relevant Amendment” of a Relevant Sales Permit, means an amendment, variation, extension or renewal of the Relevant Sales Permit that relates to:

- (a) an area to which the Relevant Sales Permit applies that is within the Agreement Area;
- (b) the expiry date of the Relevant Sales Permit;
- (c) the scope of activities authorised by the Relevant Sales Permit for the purpose of Getting Quarry Material from within the Agreement Area; or
- (d) the type or quantity of Quarry Material authorised to be Got under the Relevant Sales Permit from within the Agreement Area;

“Relevant Sales Permit”:

- (a) means a sales permit granted or issued under the Forestry Act, sections 46 and 56, to Bowyer Archer that authorises Bowyer Archer to Get Quarry Material from within the Agreement Area; and
- (b) includes Sales Permit 201609002 and Sales Permit 000296 to the extent each applies to the Agreement Area;

“Sales Permit 000296” means the Forestry Act sales permit contained in Schedule 6 [of the agreement], as amended or varied from time to time;

“Sales Permit 201609002” means the Forestry Act sales permit contained in Schedule 7 [of the agreement], as amended or varied from time to time;

“Term Lease” means term lease 0/230788 held by Archer River as trustee for the Archer River Quarries Trust and registered in the Land Registry bearing title reference 40052502

Parties to the agreement and their contact addresses:

State of Queensland through the Department of Primary Industries (formerly Department of Agriculture and Fisheries) (Applicant/State)	c/- Crown Law GPO Box 5221, Brisbane QLD 4001
Michael Ross and Reg Williams on their own behalf and on behalf of the Cape York United #1 Native Title Claim Group (Native Title Party); and Northern Kaanju Aboriginal Corporation RNTBC (ICN: 9756) (RNTBC/Native Title Party); and Yaa Y’a Aboriginal Corporation (ICN: 10240) (Native Title Party); and Rodney Accoom and Jean Temple on their own behalf and on behalf of the Affected Northern Kaanju Native Title People (Native Title Party)	c/- Cape York Land Council PO Box 2496, Cairns QLD 4870
Bowyer Archer River Quarries Pty Ltd ACN 603 263 369; and Archer River Quarries Pty Ltd ACN 125 109 088	c/- P&E Law PO Box 841, Maroochydore QLD 4558

Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by the agreement may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. The application must be made by 5 June 2025. If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, including the description of the area, call Sylvia Jagtman on 07 3052 4248 or visit www.nntt.gov.au.