



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2025/002
Short name	Lama Lama Gravel Take and Timber Harvesting ILUA
ILUA type	Body Corporate
Date registered	23/09/2025
State/territory	Queensland
Local government region	Cook Shire Council

Description of the area covered by the agreement

[Copies of Schedule 1 Parts 1 and 2 are 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 a combined area of about 779 sq km and is located approx. 48 km south east of Coen (Moomba).]

“Agreement Area” means that area of land described in the table entitled “Agreement Area” in Part 1 of Schedule 1 as shown on the map in Part 2 of Schedule 1.

Parties to agreement

Applicant

Party name	Lama Lama Land Trust (ABN 18 419 328 557)
Contact address	c/- P&E Law PO Box 841 Maroochydore QLD 4558

Other Parties

Party name	Lama Lama Aboriginal Corporation RNTBC (ICN 9758) in its capacity as the Registered Native Title Body Corporate holding native title on trust for the Lama Lama People
Contact address	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

3. Commencement, term and execution of Agreement

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

3.2 Clauses 5 (Agreement Binding), 6 (Consent to and Validating of Agreed Acts) and 11 (Compensation) commence on the Registration Date.

3.3 Subject to clause 3.4 and any renewal, extension or variation in accordance with clause 7, this Agreement will continue in force until the latest expiry of the following agreements:

- (a) Proposed Lease; or
- (b) Proposed Timber Harvesting Agreement.

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

“Agreed Acts” means all acts necessary to give effect to this Agreement, including:

- (a) the Land Trust and the CSC entering into and complying with the Proposed Lease;
- (b) the Land Trust and the CSC entering into and complying with the Urgent Works Agreement;
- (c) The Land Trust and a Harvester entering into the Previous Timber Harvesting Agreements;
- (d) The Land Trust granting a Proposed Timber Harvesting Agreement to a Harvester; and
- (e) Relevant Acts.

“Agreement” means this document and all schedules to this document.

“Agreement Date” means the date the last party executes this Agreement and if on different days, the later of those days.

“CSC” means the Cook Shire Council being a local government under the *Local Government Act 2009* (Qld) responsible from time to time for maintenance of Roads in the Agreement Area.

“Harvester” means a party to a Previous Timber Harvesting Agreement or to the Proposed Timber Harvesting Agreement for the harvesting of Timber in accordance with that agreement.

“Land Act” means the *Land Act 1994* (Qld).

“Land Trust’s ALA Land” means the land described as Lot 2 on SP161903, Lot 7 on SP189946, Lot 17 on SP148785, Lot 13 on SD21 held by the Land Trust in trust for the benefit of Aboriginal people particularly concerned with the land and their ancestors and descendants and for no other purpose.

“NTA” means the *Native Title Act 1993* (Cth).

“Previous Timber Harvesting Agreements” means:

- (a) an Agreement for Land Access and Timber Harvest between the Land Trust and Jim Rafferty as the Trustee for Jim Rafferty Family Trust ABN 40 751 544 341 dated 1 September 2020 and shown at Schedule 4; and
- (b) an Agreement for Land Access and Timber Harvest between the Land Trust and Cape York Timber Pty Ltd ABN 14 164 983 528 dated 3 August 2016 and shown at Schedule 5.

“Proposed Lease” means a lease between the Land Trust and the CSC on substantially the same terms as the draft agreement in Schedule 2.

“Proposed Timber Harvesting Agreement” means an agreement between the Land Trust and a Harvester on substantially the same terms as the draft in Schedule 6.

“Quarry Material” includes stone, gravel, sand, rock, clay, earth and soil but does not include minerals within the meaning of the *Mineral Resources Act 1989* (Qld).

“Registered” means registered on the Register of Indigenous Land Use Agreements.

“Register of Indigenous Land Use Agreements” has the same meaning as in the NTA.

“Registration Date” means the date that this Agreement is Registered.

“Relevant Acts” means the renewal, extension, or variation of the Proposed Lease or the Proposed Timber Harvesting Agreement by written agreement of the parties and in accordance with clause 7.

“RNTBC” means the registered native title body corporate for the Agreement Area, being Lama Lama Aboriginal Corporation RNTBC (ICN: 9758).

“Road” has the same meaning as in the Land Act.

“Timber” has the same meaning under the *Forestry Act 1959* (Qld).

“Unauthorised Works” means the entry upon and extraction of Quarry Materials, by CSC, since 1 January 2015, from the Land Trust’s ALA Land without the express consent of the Land Trust or the RNTBC.

“Urgent Works Agreement” means the memorandum of understanding between the Land Trust and the CSC to compensate the Land Trust for the Unauthorised Works and provide the terms upon which the CSC undertook the Urgent Works, the terms of which are set out in the agreement in Schedule 3.

“Urgent Works” means the entry by the CSC onto the Land Trust’s ALA Land to win Quarry Materials and conduct roadworks required to repair scouring damage to a roughly 5km section of Port Stewart Road leading into Port

Stewart.

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 consent to the doing of the Agreed Acts to the extent that they are Future Acts.

6.2 Subject to compliance with the Agreement, if any of the Agreed Acts done prior to the Registration Date are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

6.3 Clause 6.1 is a statement for the purposes of section 24EB(1)(b) of the NTA and regulation 7(2)(f)(i) of the ILUA Regulations.

8. 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.

“Future Act” has the same meaning as in the NTA.

“ILUA Regulations” means the *Native Title (Indigenous Land Use Agreements) Regulations 2024* (Cth).

Attachments to the entry

[QI2025_002 Schedule 1, Part 1 - Written description of the Agreement Area.pdf](#)

[QI2025_002 Schedule 1, Part 2 - Map of the Agreement Area.pdf](#)