



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2025/004
<b>Short name</b>	Cooktown Area Land Transfer ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	11/03/2026
<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**" means the area of land and waters as described and shown in Schedule 1.

A copy of Schedule 1 is attached to this 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 29.8 sq km and is located in the area surrounding Cooktown.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	c/- Department of the Environment, Tourism, Science and Innovation Cape York Peninsula Tenure Resolution Program PO Box 4597 Cairns QLD 4870

### Other Parties

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<b>Party name</b>	Bubu Nubuun Aboriginal Corporation (ICN 10139)
<b>Contact address</b>	c/- P and E Law PO Box 2337 Cairns QLD 4870

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<b>Party name</b>	Cape York United Number 1 Claim Group
<b>Contact address</b>	c/- Cape York Land Council Aboriginal Corporation PO Box 2496 Cairns QLD 4870

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**Party name** George McLean, Betty Woibo, Neville Bowen Jnr, Lloyd Bombie, Annetta Gordon, Kimberley Gibson, John Rosendale, Roberta McGreen and Sylvia Bally on their own behalf and on behalf of the Waymbuurr-warra, Gamaay and Nguymbaarr-Nguymbaarr Peoples

**Contact address** c/- P & E Law  
PO Box 2337  
Cairns QLD 4870

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**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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The agreement has no expiry date.

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

**4. Consent to and validating of Agreed Acts**

4.1 The Parties:

- (a) consent to the doing of any or all 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.

4.2 Clause 4.1 (a) is a statement for the purposes of section 24EB(1)(b) of the NTA and clause 4.1(b) is a statement for the purposes of section 24EBA(1)(a) of the NTA.

**6. Right to negotiate**

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

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

"**Agreed Acts**" means all acts necessary to give effect to this Agreement and the IMA, including but not limited to any acts done as part of, or in relation to, the following acts:

- (a) making any of the land within the Agreement Area Transferable Land;
- (b) the grant or grants of part or all of the Proposed ALA Areas as Aboriginal Land to the Corporation under the ALA, to be held in accordance with the ALA;
- (c) the State and the Corporation entering into, being bound by and complying with the IMA;
- (d) the dedication of the Proposed Future National Park (CYPAL) Area as National Park;
- (e) the dedication, use and management of the Proposed National Park (CYPAL) Areas and the Proposed Future National Park (CYPAL) Area as national park (Cape York Peninsula Aboriginal land);
- (f) the doing of any or all acts in the Proposed National Park (CYPAL) Areas and the Proposed Future National Park (CYPAL) Area that are covered by the IMA in accordance with the procedures set out in the IMA;
- (g) any variation or assignment of the IMA in accordance with the terms of the IMA and the ALA;
- (h) the making, approval, giving effect to, amendment or revocation of, and the making of any regulation giving effect to, any Management Instrument in relation to the Proposed National Park (CYPAL) Area, the Proposed Future National Park (CYPAL) Area and the Proposed Nature Refuge Area;
- (i) the Corporation constructing and maintaining access tracks on the Proposed ALA Areas after they become Aboriginal Land held by the Corporation;
- (j) the registration and grant of any Carbon Abatement Interest including any interest granting the right to deal with Carbon Abatement Products or the declaration of an Eligible Offsets Project over any or all of the Proposed ALA Areas, after they become Aboriginal Land held by the Corporation, in favour of the Corporation;
- (k) the State and the Corporation entering into, being bound by and complying with the Conservation Agreement, and any variation, termination, assignment or replacement of the Conservation Agreement;
- (l) the State declaring the Proposed Nature Refuge Area as Nature Refuge under the NCA, and any revocation of a declaration as Nature Refuge;
- (m) any variation or assignment in accordance with clauses 28 or 28.1; and
- (n) the Relevant Acts.

"**Agreement**" means [the Cooktown Area Land Transfer ILUA].

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

"**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 5, 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 to be entered into pursuant to the NCA by the State and the Corporation on substantially the same terms as the draft agreement in Schedule 3.

"**Corporation**" means the Bubu Nubuun Aboriginal Corporation (ICN 10139).

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

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

"**IMA**" means the indigenous management agreement to be made in accordance with the ALA and the NCA between the State and the Corporation on substantially the same terms as the draft agreement in Schedule 2.

"**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 and the Proposed Future National Park (CYPAL) Area are to be managed.

"**Management Plan**" has the same meaning as in the NCA.

"**Management Statement**" has the same meaning as in the NCA.

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

"**National Park**" has the same meaning as in the NCA.

"**national park (Cape York Peninsula Aboriginal land)**" has the same meaning as in the NCA.

"**Nature Refuge**" has the same meaning as in the NCA.

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

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

"**Parties**" means the parties to this Agreement.

"**Proposed ALA Areas**" means that part of the Agreement Area proposed to be granted to the Corporation in accordance with the ALA, described as "Proposed ALA Areas" in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

"**Proposed Future National Park (CYPAL) Area**" means those parts of the Agreement Area proposed to be dedicated as national park (Cape York Peninsula Aboriginal land), in accordance with clause 14, described as "Proposed Future National Park (CYPAL) Area" in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

"**Proposed National Park (CYPAL) Area**" means those parts of the Agreement Area proposed to be immediately dedicated as national park (Cape York Peninsula Aboriginal land), in accordance with clause 14, described as "Proposed National Park (CYPAL) Area" in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

"**Proposed Nature Refuge Area**" means that part of the Agreement Area proposed to be declared as Nature Refuge under the NCA, in accordance with clause 15, described as "Proposed Nature Refuge Area" in Part 1 of Schedule 1 and shown in the plans in Part 2 of Schedule 1.

"**Register of Indigenous Land Use Agreements**" has the same meaning as in the NTA.

"**Registered**" means registered on the Register of Indigenous Land Use Agreements.

"**Registration Date**" means the date that this Agreement is Registered.

**"Relevant Acts"** means:

(a) following the grants of the Proposed ALA Areas to the Corporation, the creation, authorisation, grant or transfer of any 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 5, and (where applicable), the NCA;

(b) following the dedications of the Proposed National Park (CYPAL) Areas and the Proposed Future National Park CYPAL Area in accordance with clause 14 the creation, authorisation or grant of any 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 5 and any other processes required under the IMA;

(c) the renewal or amendment of a lease, agreement, licence, profit a prendre, permit or other authority under (a) or (b) above subject to the requirements in clause 5; 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.

**"State"** means the State of Queensland.

**"Transferable Land"** has the meaning given in the ALA.

#### **Attachments to the entry**

[QI2025\\_004 Schedule 1 - Written description of the Area Agreement.pdf](#)