

Reference Number: D16/4462

14 March 2016

The Chairperson
Finance and Administration Committee
Parliament House
George Street
BRISBANE QLD 4000

By email only

By email: fac@parliament.qld.gov.au

Dear Chairperson,

Inquiries into the *North Stradbroke Island Protection and Sustainability (Renewal of Mining Leases) Amendment Bill 2015* and *North Stradbroke Island Protection and Sustainability and Other Acts Amendment Bill 2015* (North Stradbroke Island Bills)

1. Thank you for providing Queensland South Native Title Services Ltd (**QSNTS**) with the opportunity to appear at the Brisbane public hearing (**hearing**) before the Finance and Administration Committee (the **Committee**) yesterday, Thursday, 10 March 2016, on the North Stradbroke Island Bills above.
2. This correspondence provides further information to contextualise the statements QSNTS provided to the Committee during the hearing. I emphasise and start with the caveat that a large part of the information and material QSNTS holds is subject to solicitor-client legal privilege.
3. To the extent relevant and as best as I can, I provide the following information to best inform and clarify for the Committee the native title processes around the authorisation and registration of the Quandamooka Indigenous Land Use Agreement (**Quandamooka ILUA**) entered into with the State of Queensland (**State**) in 2011:
 - (a) QSNTS is the Native Title Service Provider for the south-eastern and south-western parts of Queensland. It is funded under s 203FE of the *Native Title Act 1993* (Qld) (**NTA**) to carry out the functions of a representative body in its service area as prescribed under that Act. Those functions include facilitation and assistance (s 203BB), certification (s 203BE), agreement-making (s 203BH), and other functions (s 203BJ).
 - (b) QSNTS has provided and currently provides assistance to the Quandamooka People on native title matters.
 - (c) The process of negotiation, authorisation, certification and ultimate registration of the Quandamooka ILUA was an exhaustive and comprehensive one, engaged in by the parties to the ILUA between 2010 and 2011. Comprehensive negotiations with the State over the ILUA involved the then Applicant and representatives of 11 family descent groups of the Quandamooka.
 - (d) The decision-making protocols and forums of the Quandamooka native title holding group were consistently used and followed by QSNTS and the Quandamooka People in the negotiations,

consultations over, and authorisation, of the ILUA. QSNTS was consulted and its views sought in relation to the process, pursuant to the requirements under Subdivision C of Division 3 of Part 2 of the NTA. The process included legal representatives of the Quandamooka People having 13 separate meetings with different family descent groups over a period of 18 months in Dunwich, Brisbane, Cairns and Townsville about the ILUA. These were subsequently followed up with community meetings and information sessions in May 2011 in Dunwich and Mt Gravatt, and a 2-day authorisation meeting in Dunwich in June 2011, which were extensively notified and advertised in public newspapers. QSNTS also forwarded information packages to 319 members of the Quandamooka (included on its claimant database then), to provide updates and information about such meetings and the contents of the ILUA. I enclose copies of the advertisements which appeared in the newspapers about information sessions and authorisation meeting in relation to the Quandamooka ILUA.

- (e) The June 2011 authorisation meeting in Dunwich was well attended by the Quandamooka People with the ILUA authorised after a lengthy 2-day meeting, during which comprehensive legal advice was provided by counsel including Silk and much discussion and deliberation by the native title holding community occurred.
- (f) The ILUA was certified by QSNTS pursuant to its function under the NTA, and registered by the National Native Title Tribunal on 8 December 2011, upon an application lodged by the State, without any objection. I enclose a copy of an extract of the Register of Indigenous Land Use Agreements for the Committee's information.

The exhaustive process outlined above underscores the statements I have already provided that there was extensive consultation with the Quandamooka People about the ILUA, and the outcome, is reflective of the Quandamooka People providing free, prior and informed consent over an agreement to which it was prepared to enter with the State.

I trust that the information outlined assists.

Yours faithfully


Chief Executive Officer

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SUBMISSIONS OF QUEENSLAND SOUTH NATIVE TITLE SERVICES LTD

Background

1. North Stradbroke Island (traditionally 'Minjerribah'), an island within Moreton Bay, is the second largest sand island in the world. The island has been a sand mining site for more than 60 (sixty) years and, currently, its main industries are tourism and mining.
2. The Quandamooka People, the Traditional Owners of waters and islands of central and southern Moreton Bay, and the coastal land and streams between the Brisbane to Logan Rivers, filed their claims for native title in the Federal Court of Australia in two (2) parts in 1998 and 1999 respectively.¹ The combined claims covered a total area of approximately 546.448 km² of land and water in the Stradbroke Island and Moreton Bay area.
3. Quandamooka Yoolooburrabee Aboriginal Corporation (**QYAC**) is the agent prescribed body corporate (**PBC**) for the Quandamooka People. It is a registered corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) with a membership consisting of more than 500 common law native title holders of Quandamooka.
4. The Quandamooka People also entered into an Indigenous Land Use Agreement (**ILUA**) as an area agreement with the State of Queensland on 15 June 2011² (**Quandamooka ILUA**). The Quandamooka ILUA provides for, in general terms:
 - (a) consent to, and validation of, certain acts;
 - (b) establishment of a Land Bank for the purposes of residential occupation and economic opportunities for the Quandamooka People;
 - (c) Aboriginal land grants, Prescribed Protected Areas, Indigenous Joint Management Areas;
 - (d) surrender of native title in specified areas in exchange for compensation and other benefits; and
 - (e) the regulation of the exercise of certain native title rights and interests.
5. On 4 July 2011, at a special sitting of the Federal Court on traditional Quandamooka country in Dunwich, the native title rights and interests of the Quandamooka People in relation to both of the proceedings were the subject of Federal Court Determinations.³ The Quandamooka Peoples' determinations of native title were the first made in the southern half of Queensland.
6. By consent, the Court ordered that the Determinations take effect on registration of the Quandamooka ILUA on the Register of Indigenous Land Use Agreements.
7. Prior to the Determinations and registration of the Quandamooka ILUA, to facilitate the framework allowing for Indigenous joint management of national parks on North Stradbroke Island, the Queensland Government on 22 March 2011 introduced the *North Stradbroke Island Protection and Sustainability Bill 2011* (Qld) (**Bill**) into State Parliament. The Bill provided for the:

¹ *Delaney on behalf of the Quandamooka People #1 v State of Queensland* (QUD 6010 of 1998 – '**Quandamooka #1**') and *Delaney on behalf of the Quandamooka People #2 v State of Queensland* (QUD 6024 of 1999 – '**Quandamooka #2**')

² Details of the ILUA are appear on the Register of Indigenous Land Use Agreements Details, available from the National Native Title Tribunal website at http://www.nntt.gov.au/searchRegApps/NativeTitleRegisters/Pages/ILUA_details.aspx?NNTT_FileNo=QI2011/038

³ Details of the Determination appear on the National Native Title Register Details, available from the National Native Title Tribunal website at http://www.nntt.gov.au/searchRegApps/NativeTitleRegisters/Pages/NNTR_details.aspx?NNTT_FileNo=QCD2011/001 and http://www.nntt.gov.au/searchRegApps/NativeTitleRegisters/Pages/NNTR_details.aspx?NNTT_FileNo=QCD2011/002

- (a) phasing out of all mining operations in the North Stradbroke Island region by 2025; and
- (b) designation of 80% of the Island as a 'protected area' to be jointly managed by the Traditional Owners and the State.

North Stradbroke Island Protection and Sustainability Act 2011 (Qld) (Principal Act)

8. The Bill was part of the then State Government's plan to declare 80% of North Stradbroke Island as national park land over the next 15 years in order to restore the Island's environment and to establish an environmentally sustainable economy in the region based on ecotourism. Closure of relevant mines under the then Bill was proposed to occur, in the case of:
 - (a) Yarraman mine by 2015;
 - (b) Enterprise mine by 2019; and
 - (c) Vance Silica mine by 31 October 2025.
9. The *North Stradbroke Island Protection and Sustainability Act 2011 (Qld) (Principal Act)* became effective on 14 April 2011 and provided for, variously, the renewal or end on nominated dates, and non-renewal of a number of mining leases with respect to mines within the determination area.
10. The intention of the framework and the Principal Act was to substantially end mining on North Stradbroke Island by the end of 2019, and to end all sand mining in the region by 2025,⁴ to
 - (a) protect and restore environmental values of the region; and
 - (b) to facilitate, under other Acts, the staged creation of areas to be jointly managed by the State and the traditional owners of the region.⁵
11. The NSIPSA also amended various sections of the *Aboriginal Land Act 1991 (Qld)* to the effect that a number of lots on North Stradbroke Island were recognised as transferable lands and Indigenous joint management areas.⁶
12. Amendments to the *Nature Conservation Act 1992 (Qld)* under the Principal Act were to the effect that prescribed protected areas in the North Stradbroke Island Region were declared Indigenous joint management areas, and that an Indigenous landholder may, with consent, grant a lease in relation to the joint management area.⁷
13. On 24 March 2012, a new State Government was elected into power.

North Stradbroke Island Protection and Sustainability and Another Act Amendment Act 2013 (Qld) (Amendment Act)

14. The new State Government introduced the *North Stradbroke Island Protection and Sustainability and Another Act Amendment Bill 2013 (Qld) (Amendment Bill)* into the Queensland Parliament on 17 October 2013. A draft of the Amendment Bill was not provided to the Quandamooka People prior to its introduction.

⁴ *North Stradbroke Island Protection and Sustainability Bill 2011 (Qld) Explanatory Notes*, available online at <https://www.legislation.qld.gov.au/Bills/53PDF/2011/NStradIsPrSB11Exp.pdf>

⁵ *North Stradbroke Island Protection and Sustainability Act 2011 (Qld)*, available online at <https://www.legislation.qld.gov.au/LEGISLTN/ACTS/2011/11AC011.pdf>

⁶ *North Stradbroke Island Protection and Sustainability Act 2011 (Qld)*, Part 4, Division 1

⁷ *North Stradbroke Island Protection and Sustainability Act 2011 (Qld)*, Part 4, Division 2

15. The *North Stradbroke Island Protection and Sustainability and Another Act Amendment Act 2013* (Qld) (**2013 Amendment Act**) was passed on 19 November 2013, with minor amendments, and assented to on 27 November 2013. The Amendment Act provided that the leases renewed by the Principal Act are changed from non-renewable to renewable (s7); new expiry dates are set at 2020 and 2035 (Vance was surrendered by Sibelco in 2013) (s9); and the Environmental Authorities are amended to remove any restrictions to the mine path (ss12 and 14).
16. The 2013 Amendment Act:
 - (a) amended the Principal Act to omit, at Section 2 (Object of the Act), ‘*substantially end mining interests over land in the North Stradbroke Island by the end of 2019, and end mining in the region in 2025*’, and insert ‘*manage the duration of mining interests over land in the North Stradbroke Island Region, and end mining in the region by the end of 2035 (but allow for rehabilitation of land in the region to happen up until the end of 2040;*’⁸
 - (b) varied the end and renewal dates of particular mining leases, including the extension of dates and renewal of leases, and removal of particular restrictions;⁹
 - (c) effected substantial changes to, and imposed limitations upon, the native title rights and interests of the Quandamooka People under the Quandamooka ILUA and which were the subject of the Determinations.

High Court Challenge to the 2013 Amendment Act

17. Having regard to the issues outlined above, QSNTS filed a Writ of Summons and Statement of Claim on behalf of QYAC in the original jurisdiction of the High Court of Australia on 6 June 2014.¹⁰
18. In its Writ, QYAC claims that:
 - (a) the 2013 Amendment Act is inconsistent with the *Native Title Act 1993* (Cth) (**NTA**), and hence invalid by operation s109 of the Australian Constitution;
 - (b) the 2013 Amendment Act is inconsistent with the NTA in that the Amendment Act alters, impairs or detracts from the operation of the Quandamooka ILUA, which is a binding Agreement between the parties (being the Quandamooka People, QYAC and State of Queensland);
 - (c) the Quandamooka People’s native title rights and interests should have had full effect upon the expiry of the mining leases as scheduled in the Principal Act; and
 - (d) both the Determinations and the Quandamooka ILUA are premised upon the continued and unaltered existence of the 2011 Principal Act, which provided for the expiry of mining leases on specified dates and for the creation of joint management areas.

***North Stradbroke Island Protection and Sustainability and Other Acts Amendment Bill 2015* (Qld) and *North Stradbroke Island Protection and Sustainability (Renewal of Mining Leases) Amendment Bill 2015* (Qld)**

⁸ *North Stradbroke Island Protection and Sustainability and Another Act Amendment Bill 2013* (Qld), Part 2, Clause 4. available online at <https://www.legislation.qld.gov.au/Bills/54PDF/2013/NthStradIsProtSusAAAmB13.pdf>

⁹ In the case of ML1109 and ML1120, by purporting to vary the statutory expiry date, making the lease renewable, and removing the condition that ‘winning of a mineral’ was not permitted; and in the case of ML1105 and ML1117, by purporting to vary the statutory expiry date, making the lease renewable, and replacing the environmental authority by a new authority which removes the restrictions upon the ‘restricted mine path’.

¹⁰ In the matter of *Quandamooka Yoolooburrabee Aboriginal Corporation RNTBC v State of Queensland* (B26/2014).

19. On 27 October 2015, Mr Shane Knuth MP, the Member for Dalrymple, introduced the *North Stradbroke Island Protection and Sustainability (Renewal of Mining Leases) Amendment Bill 2015 (Katter Bill)* as a Private Members' Bill.
20. On 3 December 2015, the Minister for Environment and Heritage Protection and Minister for National Parks and the Great Barrier Reef introduced the *North Stradbroke Island Protection and Sustainability and Other Acts Amendment Bill 2015 (ALP Bill)* into the Queensland Parliament.
21. Both Bills have been referred to the Finance and Administration Committee for detailed consideration.
22. QSNTS notes that the objectives of the Bills are as follows:
 - **North Stradbroke Island Protection and Sustainability and Other Acts Amendment Bill 2015**
The main objective of the Bill is to effectively repeal the amendments made to the North Stradbroke Island Protection and Sustainability Act 2011 by the North Stradbroke Island Protection and Sustainability and Another Act Amendment Act 2013 to substantively phase out sand mining by 2019.
 - **North Stradbroke Island Protection and Sustainability (Renewal of Mining Leases) Amendment Bill 2015**
A Bill for An Act to amend the North Stradbroke Island Protection and Sustainability Act 2011 for particular purposes

Specific Comments

23. QSNTS notes that the differences between the negotiated outcome in 2011 and the outcome as a result of the ALP Bill, should it be passed, are confined largely to three issues, namely:
 - (a) the extension of ML 1109 by approximately twelve months;
 - (b) the removal of the restricted mine path and replacement with a much broader restricted mine path that has resulted and will result in damage to native title lands that were protected under the 2011 outcome; and
 - (c) the conversion of a non-winning lease to a winning-lease.
24. It is noted that the Katter Bill largely still extends mining on North Stradbroke Island.
25. QSNTS remains of the view that the Queensland Government should honour its pre-election commitment to the Quandamooka People that it "will act to immediately repeal the North Stradbroke Island Protection and Sustainability and Another Act Amendment Bill 2013" if it won government.
26. The Government prior to the 2015 State Election has unequivocally, without qualification, publicly announced that it would wholly repeal the 2013 Amendment Act. It should do so without reservation and hesitation. The Quandamooka People again should not have to wait years before this matter is resolved and a determination of whether areas upon which their ancestors walked for thousands of years, closed off to them over generations for nearly 60 years, can be made.

27. QSNTS supports and assists the Quandamooka People in its High Court action against the offending 2013 Amendment Act. Premising QYAC's arguments in the High Court is the principle that in the context of the law-making powers of the State and Commonwealth Parliaments under their respective Constitutions, s 109 of the Commonwealth Constitution requires a comparison between any two laws which create rights, privileges or powers, and duties of obligations, wherein s 109 resolves conflict, where it exists, in favour of the Commonwealth. In this controversy, it is the 2013 Amendment Act which offends and must stack up against the NTA.
28. Facilitated by ss 87 and 94 of the NTA, the Federal Court of Australia on 4 July 2011 made orders by consent in the legal proceedings, instituted by the Quandamooka People 12 to 13 years earlier, recognising and determining that the Quandamooka People are native title holders for North Stradbroke Island. The Determinations were the culmination of a hard-fought battle by the Quandamooka People over many years for recognition of their traditional rights over their homelands, and the result of good faith negotiations which the Quandamooka People entered into with numerous respondent parties.
29. It is important to note that a judicial determination of native title has statutory effect and a status *in rem*. It speaks to the future, providing that from that legal instant, the recognised native title rights and interests will endure and can only be affected by acts covered by the future acts regime in Div 3 of Part 2 of the NTA.
30. It follows that as from the date of the determination of native title by the Federal Court on 4 July 2011, any Queensland State legislation done other than in accordance with Subdivs M and P (if not excluded by s 26(2)) of the NTA is such as to alter, impair or detract from the operation of the federal law, and hence invalid.
31. QSNTS also stresses the importance of the regime for agreements made under the NTA. A registered ILUA dealing with agreed acts (including future acts) has to be read against s 24OA, and with regard to ss 24EB and 24EBA. The 2011 Quandamooka ILUA with the State dated 15 June 2011 and registered in December 2011 should not be construed as preventing further future acts being done on North Stradbroke Island. QSNTS argues that the ILUA should be construed as requiring any future act to be done validly, that is, in compliance with the NTA.
32. The Quandamooka ILUA is given statutory effect by two means:
 - (a) the determination by the Federal Court of 4 July 2011 that the "*nature and extent of other rights and interests in relation to the Determination Area*" are those set out in Schedule 7 ("*Other Interests*"), including the rights and interests of the parties under the ILUA; and
 - (b) s 24EA of the NTA.
33. Under the Quandamooka ILUA, the Quandamooka People agreed to all previous acts by the Crown being *validated* upon the registration of the ILUA, e.g. that certain leases would expire on particular dates and be non-renewable, and that mining within certain lease areas would only be conducted within a restricted mine path. The 2013 Amendment Act defies the ILUA, and QSNTS contends that it is invalid.
34. QSNTS support QYAC's position that its registered ILUA with the State does bind the Queensland Government and thus has an effect on its Parliament's capacity to enact legislation with impunity. QSNTS argues that it is the Commonwealth's legislation, the NTA, and not contract law, which restrains the power of the Queensland Parliament to enact valid legislation which neuters the effectiveness of critical provisions of the NTA.

35. QSNTS calls on the Queensland Government to wholly repeal the 2013 Amendment Act and revert to the Principal Act as originally enacted and intended, insofar as the cessation of mining on North Stradbroke Island is concerned.



Extract from Register of Indigenous Land Use Agreements

10	NNTT number	QI2011/038
	Short name	Quandamooka State ILUA
	ILUA type	Area Agreement
	Date registered	08/12/2011
	State/territory	Queensland
	Local government region	Brisbane City Council, Redland City Council

20 **Description of the area covered by the agreement**

'Agreement Area' means the area described in Schedule 1 and as shown on the map in Schedule 1.

[Schedule 1 is attached to the 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 does not replace, and is less precise than, the description of the agreement area contained in the schedule to the agreement noted above. It is provided for information only and should not be considered part of the Register of ILUAs:

30 The area subject to the agreement covers about 569 square kilometres including North Stradbroke Island, Peel Island, Bird Island, Goat Island, Crab Island, Stingaree Island and surrounding waters.

Parties to agreement

Applicant

	Party name	State of Queensland
40	Contact address	c/- Crown Law Level 11 State Law Building GPO Box 5221 Brisbane QLD 4001

Other Parties

	Party name	Ian Delaney on his own behalf and on behalf of the Quandamooka People
50	Contact address	c/- Queensland South Native Title Services Level 4, 370 Queen Street Brisbane QLD 4000

Party name Quandamooka Yoolooburrabee Aboriginal Corporation

Contact address c/- Queensland South Native Title Services
Level 4, 370 Queen Street
Brisbane QLD 4000

Period in which the agreement will operate

Start date 15/06/2011

End date not specified

Clause 2.1 states: Subject to clause 2.2, this Agreement commence on the Date of this Agreement. ['Date of this Agreement' is defined as 'the day on which this Agreement is executed by the parties and if executed on different days , the last of those days'].

Clause 2.2 states: Clause 5 (Agreement Binding), 6 (Consent to and Validating of Agreed Acts), 10 (Compensation), 11 (Indemnity), 21 (Existing Residential Occupation), 22 (Point Lookout Town Expansion Area) and 23 (Revenue Sharing) commences on Registration. ['Registration' is defined as 'the date on which an indigenous land use agreement is Registered' on the Register of Indigenous Land Use Agreements].

Clause 6.2 states: The Surrender under clauses 20.16 (Draw Down), 21.9 (Existing Residential Occupation), 22.8 (Point Lookout Town Expansion Area) and 23.3 (Revenue Sharing) takes effect immediately prior to the issue of deed of grant in fee simple under the LA .

Clause 6.3 states: The Surrender over the Surrender Area under clause 28 (Recreation and Camping Reserve) takes effect as at Registration.

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

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

6.1 Subject to clause 13.2 and clause 16.1 [of the agreement, not included in this Register extract] the Native Title Party –

(a) consents to the doing of the Agreed Acts;

(b) consents to the extinguishment of any Native Title Rights and Interests on the Surrender taking effect;

(c) agrees to the validation of any acts done by the State in the Agreement Area prior to the Date of this Agreement to extent that they were invalidly done for Native Title purposes and can be validated by this Agreement; and

(d) agrees to the validating of any invalid Agreed Acts (to the extent they are Future Acts) done on the Agreement Area prior to Registration.

7. Right to Negotiate

To avoid any doubt and for the purposes of section 24EB(1)(c), Part 2 Division 3 of Subdivision P of the NTA does not apply to the doing of Agreed Acts.

[Definitions]

“Agreed Acts” means those acts specified in Schedule 2. [Schedule 2 is attached to the Register].

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

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

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

"PBC" means the Quandamooka Yoolooburrabee Aboriginal Corporation, a prescribed body corporate incorporated in accordance with the PBC Regulations, for the purpose of becoming the RNTBC [Registered Native Title Body Corporate in relation to the determination of the Quandamooka People #1 Claim and the Quandamooka People #2 Claim by the Federal Court.].

"Surrender" means the permanent surrender and extinguishment of all Native Title Rights and Interests. [The Native Title Party consents to the State applying for the grant of deeds in fee simple over the Surrender Area in favour of the adjoining owners (clause 28.2 (b)) and to Surrender over approved areas including: areas to be granted in fee simple (20.16); residential areas (21.9); Point Lookout Town Expansion parcels (22.8); and development and sale sites in Dunwich, Amity Point and Point Lookout Town Expansion Areas (23.3).]

[Clause 20.16] Where an approved area is to be granted in fee simple under the LA, the Native Title Party consents to the Surrender over that approved area.

[Clause 21.9] Where-

(a) an approved residential area is granted in fee simple under the LA; and

(b) all Native Title Rights and Interests in that approved residential area have not been entirely extinguished,

the Native Title party consents to the Surrender over that approved residential area.

[Clause 22.8] If all Native Title Rights and Interests have not been previously extinguished over the nominated parcels, then the Native Title Party consents to the Surrender.

[Clause 23.3] Where any Native Title Rights and Interests have not been previously extinguished over the land which the State has contracted to sell, then subject to clause 23.7, the Native Title Party consents to the Surrender in consideration for the State paying 50% of the Net Proceeds of Sale to the PBC.

[Clause 28.2 (b)] The Native Title Party consents to the State applying to the -

(b) the Governor in Council for the grant of deeds of grant in fee simple over the Surrender Area in favour of the adjoining owners, only if a grant of freehold tenure is required;.

"Surrender Area" means lots 1 to 14 of DP226307 as shown on the plan in Schedule 19. [The plan in Schedule 19 of the agreement is attached to this Register Extract.]

"Town Expansion Area" means the Dunwich Town Expansion Area, the Amity Point Town Expansion Area and the Point Lookout Town Expansion Area. [These areas are shown on the map at Schedule 4 to the agreement, which is attached to this Register Extract.]

Attachments to the entry

[20110705 QI2011_038 Agreement Area and Map.pdf](#)

[20110705 QI2011_038 Schedule 2 Agreed Acts.pdf](#)

[20110705 QI2011_038 Schedule 19 Plan DP226307.pdf](#)

[20110705 QI2011_038 Schedule 4 Map of Town Expansion Areas.pdf](#)

SCHEDULE 1**Agreement Area**

The Agreement Area covers land and waters bounded by the following description and also delineated on the map in this Schedule

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Commencing at a point, in Moreton Bay, at 531 605 mE, 6 980 687 mN (MGA – Zone 56 – GDA94), being the north-western corner of the agreement area and extending east to a point on the High Water Mark of the western shoreline of Moreton Island at 6 980 687 mN; then generally south easterly and generally northerly along that High Water Mark, around the southern end of Moreton Island, to 6 980 687 mN; then east to a point 200m seaward of that High Water Mark at 6 980 687 mN; then generally southerly along a line 200m seaward of that High Water Mark to 6 972 987 mN; then south westerly to intersect a line 200m seaward of the High Water Mark of North Stradbroke Island at 544 605 mE; then generally north easterly, generally south easterly, generally southerly and generally westerly along that line, 200 metres seaward of the High Water Mark, to a point southwest of Swan Bay at 543 152 mE; then north westerly to the High Water Mark on Stingaree Island at 543 110 mE; then generally south westerly and generally north westerly along that High Water Mark to the southern bank of Duck Creek; then north westerly across that creek to the High Water Mark of North Stradbroke Island; then generally north westerly and generally northerly along that High Water Mark of the western shorelines of that Island to 6 947 096 mN; then northerly to again a point on the High Water Mark of that Island at 6 947 168 mN; then generally northerly again along that High Water Mark to 6 949,821 mN; then north westerly to a point at 531 605 mE, 6 955 687 mN; then northerly back to the commencement point.

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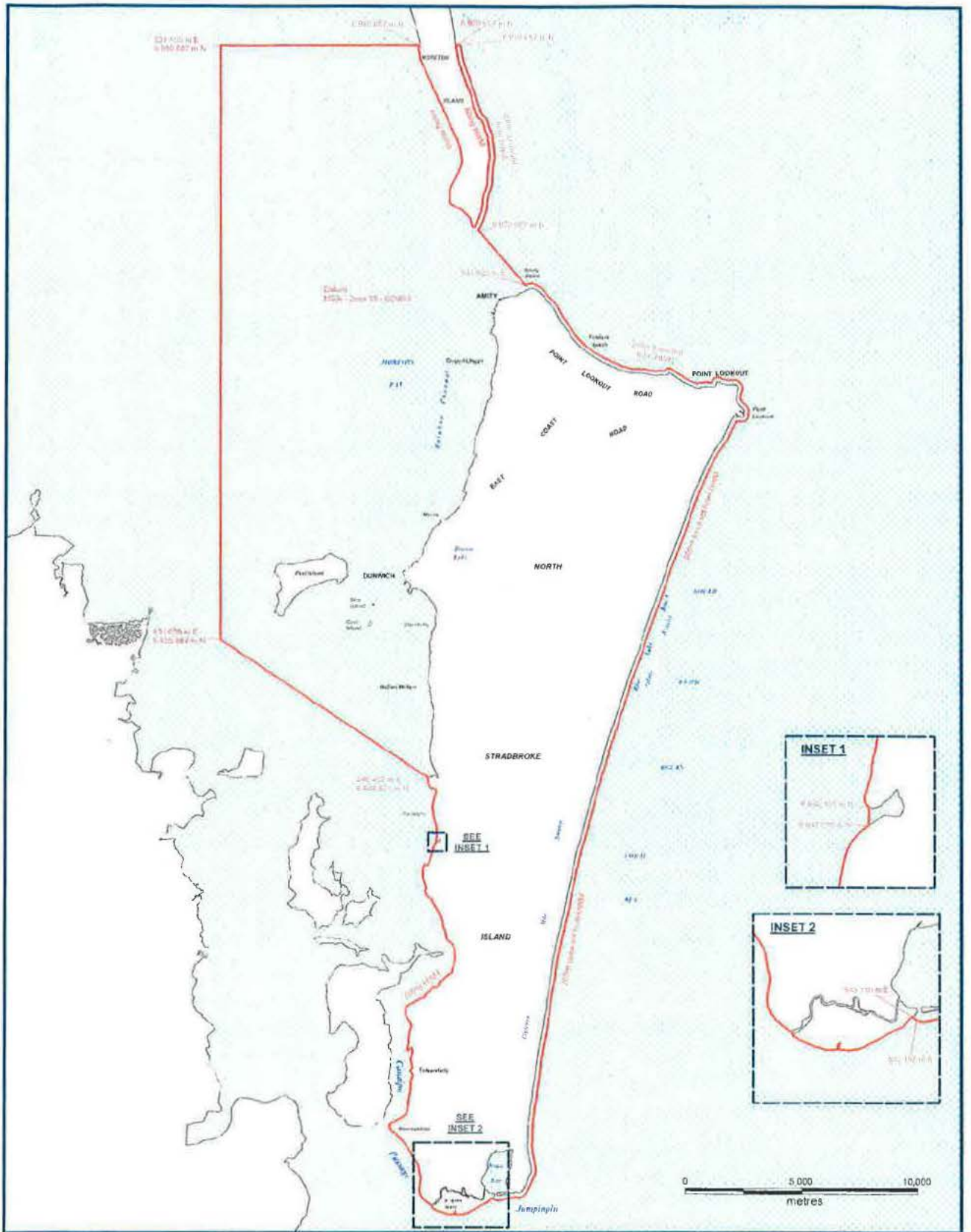
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QUANDAMOOKA INDIGENOUS LAND USE AGREEMENT

SCHEDULE 1

AGREEMENT AREA

Digital Cadastral Data Base (DCDB) as of 5 May 2011
 Digital File - K:\Qld\map\QCBS_2\Quandamooka\IUA Maps\Schedule 1)
 Quandamooka IUA Schedule 1_AS_P.wor

Map Projection: Geographical latitude and longitude QDAG4

Compilation: Land Tenure Information obtained from the Digital Cadastral Data Base Department of Environment and Resource Management Database. The Land Registry in the Department of Environment and Resource Management should be consulted for verification of tenures.

Feature names shown on this map have been obtained from available information. It is possible that errors and omissions may exist. While every care is taken to ensure the accuracy of this data, the Department of Environment and Resource Management, and/or contributors to this publication, makes no representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all injuries, expenses, losses, damages (including indirect or consequential damage) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way or for any reason.

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Attestation:
 The Manager, GIS Mapping Services
 Department of Environment and Resource Management
 GPO Box 2464, Brisbane, QLD 4001



SCHEDULE 2

Agreed Acts

1. Regulating the areas to be made Aboriginal Land as Transferable Land from time to time in accordance with this Agreement.
2. Granting the Transferable Land as Aboriginal Land.
- 10 3. The PBC and the State entering into the IMA in relation to the management of the Indigenous Joint Management Areas.
4. The IMA being amended by deed of variation to apply to any Prescribed Protected Area to be declared or dedicated after the Date of this Agreement, subject to the PBC providing written evidence of authorisation in accordance with the PBC Regulations to execute any deed of variation.
- 20 5. Subject to items 1 – 4, the dedication, use and management of any Prescribed Protected Areas and the declaration of Indigenous Joint Management Areas in accordance with the NCA and the IMA.
6. The grant of leases and permits to occupy under the LA and the NCA, as specified in Schedule 15 Schedule 21, Schedule 22 and Schedule 27.
7. The change of reserve purpose, dedication, amalgamation, or revocation of reserves under the LA as specified in Schedule 12, Schedule 23 and Schedule 28 including any boundary amendments.
- 30 8. The use, management and exercise of the trustee's powers in relation to any reserves in the Agreement Area in accordance with the LA.
9. The dedication of a Natural Resource Management Reserve under the LA over the Proposed Natural Resource Management Reserve as shown on the map in Schedule 13.
10. The grant of a permit and lease over the Natural Resource Management Reserve as specified in Schedule 13.
- 40 11. The grant of commercial activity permits under the *Nature Conservation (Administration) Regulation 2006* as specified in Schedule 17 on substantially the same terms as the existing permits in Schedule 18.
12. The opening and closing of roads (including closing and re-opening of roads to reflect actual alignment) under the LA as specified in Schedule 19.
- 50 13. The grant in fee simple of areas to be transferred under the LA in accordance with clause 20 (Draw Down), clause 21 (Existing Residential Occupation), clause 22 (Point Lookout Town Expansion Area), clause 23 (Revenue Sharing) and clause 28 (Recreation and Camping Reserve).

14. The Surrender over all areas referred to in item 13 and in accordance with the process set out under the relevant clauses in this Agreement.

15. Where -

(a) Future Acts not otherwise addressed in items 1 –14 are proposed over Prescribed Protected Areas; and

(b) the IMA is not operative,

consent is provided to the doing of the Routine, Procedural and Significant Acts subject to the conditions for each type of act first being satisfied as specified in the IMA in Schedule 9.

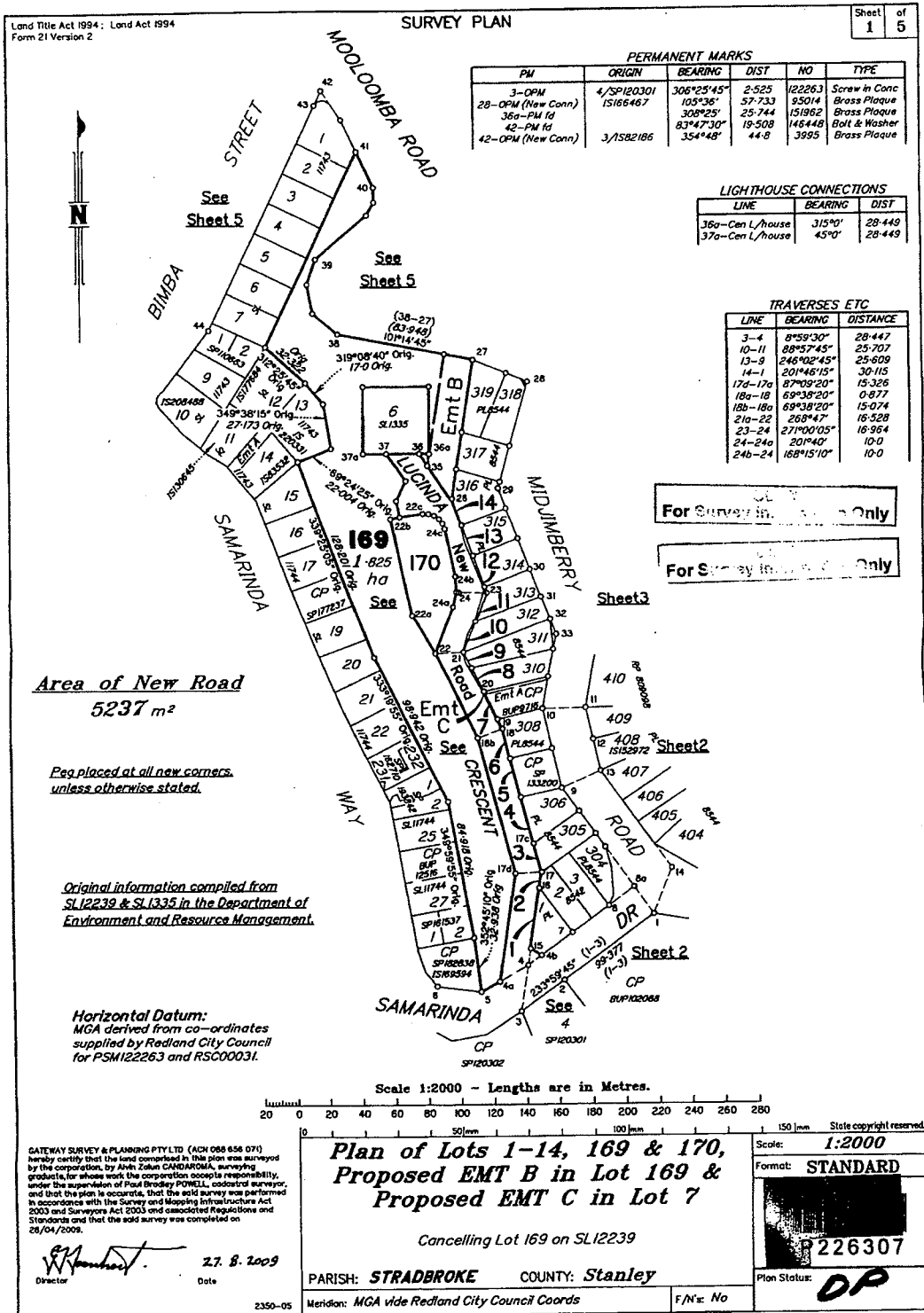
16. The PBC and the State entering into a recreation area agreement under the *Recreation Areas Management Act 2006* (Qld).

17. Declaration of the RAM Area.

18. The re-grant of interests which existed immediately prior to the land becoming Aboriginal Land, but which did not continue in force.

19. The grant of leases under the LA as specified in clause 23.2.

20. All acts necessary to implement or incidental the above acts.



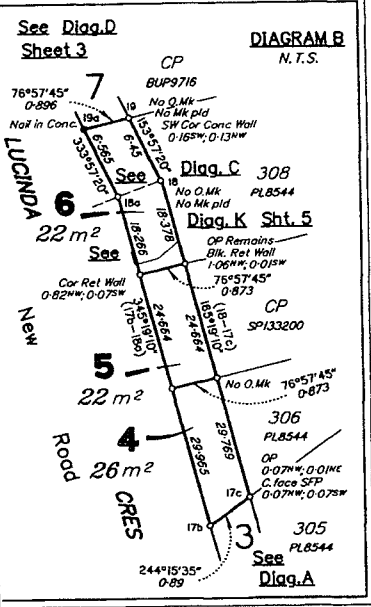
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ITEM 3 #19

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ADDITIONAL SHEET

Sheet 2 of 5

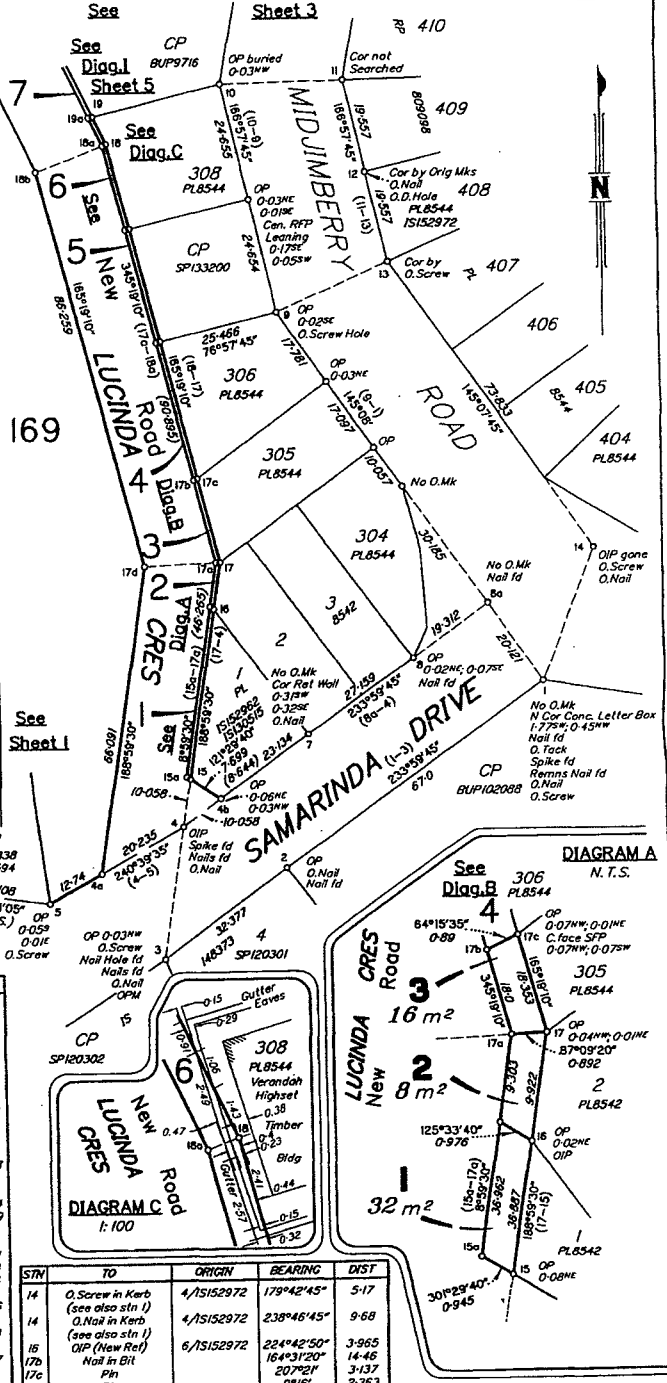


REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Nail in Kerb Id	12/15148373	263°24'30"	13-196
1	O. Tack in PP		244°48'35"	14-689
1	Spike in Bit Id		304°38'30"	18-784
1	Remains Nail in Kerb Id	4/15152962	248°22'30"	22-343
1	O. Nail in Kerb (New Ret)		7°11'	23-129
1	O. Screw in Kerb (see also stn 14)	12/15148373	26°09'	25-407
2	O. Nail in Kerb (New Ret)	2/RP850885	323°58'	4-544
2	Nail in Kerb Id		45°25'10"	34-581
3	O. Screw in Kerb	4/15148373	310°21'30"	4-286

STN	TO	ORIGIN	BEARING	DIST
3	Nail Hole in Kerb Id		12°11'	6-091
3	Nail in Kerb Id		33°34'	12-047
3	Nail in Kerb Id		326°09'30"	12-767
3	O. Nail in Bit		338°02'	13-239
3	O. Nail in Kerb	4/15148373	35°43'30"	13-573
4	OIP (New Ret)	5/PL8542	20°06'	0-068
4	Spike in Bit Id		209°00'	8-34
4	Nail in Kerb Id		223°27'	14-593
4	Nail in Kerb Id		217°13'	17-047
4	O. Nail in Kerb (New Ret)	1/15152962	168°29'40"	17-43
5	O. Screw in Pavers	SP182838	198°51'25"	23-208
6	Nail in Conc		185°02'	0-29
6	Nail Hole in Conc Id		189°21'	11-495
6	Nail in Conc		273°52'40"	22-294
7	O. Nail in Kerb (New Ret)	15130515	197°20'45"	26-089
7	Nail in Kerb		136°29'	15-231
8	Nail in Kerb Id		117°55'	7-073
8a	Nail in Kerb Id		95°37'	11-844
9	O. Screw Hole in Kerb	1/SP133200	76°16'05"	14-81
10	O. Nail in Kerb		40°28'30"	15-486
12	O. Nail in Kerb	2/15152972	230°17'45"	7-93
12	O.D. Hole in Kerb	17/RP809098	209°00'	8-34
13	O. Screw in Kerb	3/15152972	186°34'45"	5-48
13	Nail in Bit		183°11'	7-557
14	OIP gone (Under Conc F Path)	24/PL8544	At	Station

Scale 1:800 - Lengths are in Metres.



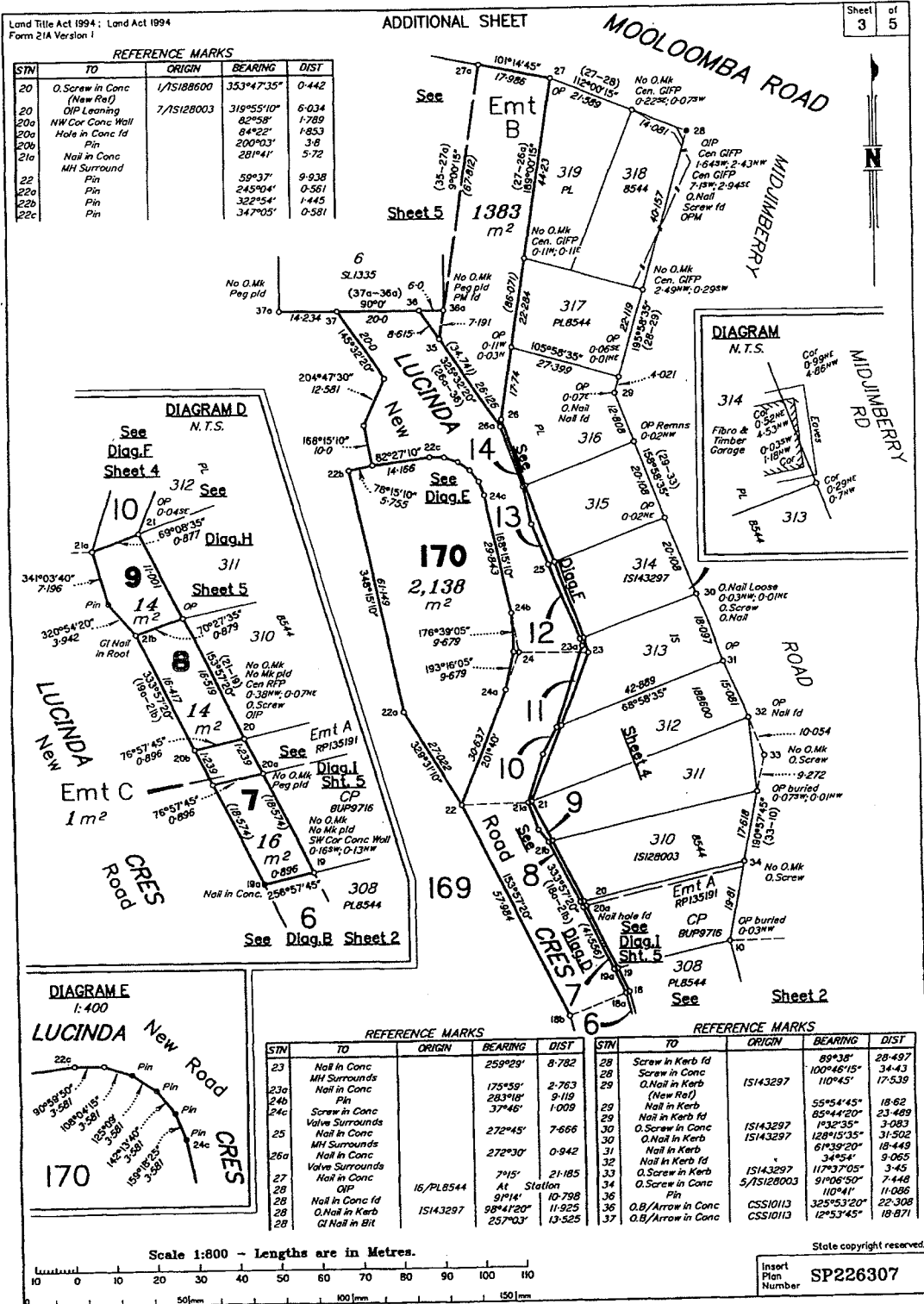
STN	TO	ORIGIN	BEARING	DIST
14	O. Screw in Kerb (see also stn 1)	4/15152972	179°42'45"	5-17
14	O. Nail in Kerb (see also stn 1)	4/15152972	238°46'45"	9-68
16	OIP (New Ret)	6/15152972	224°42'50"	3-965
17b	Nail in Bit		164°31'20"	14-46
17c	Pin		207°21'	3-137
18b	Pin		9°16'	2-363
19	Nail in Conc		283°06'	0-88

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Land Title Act 1994 : Land Act 1994
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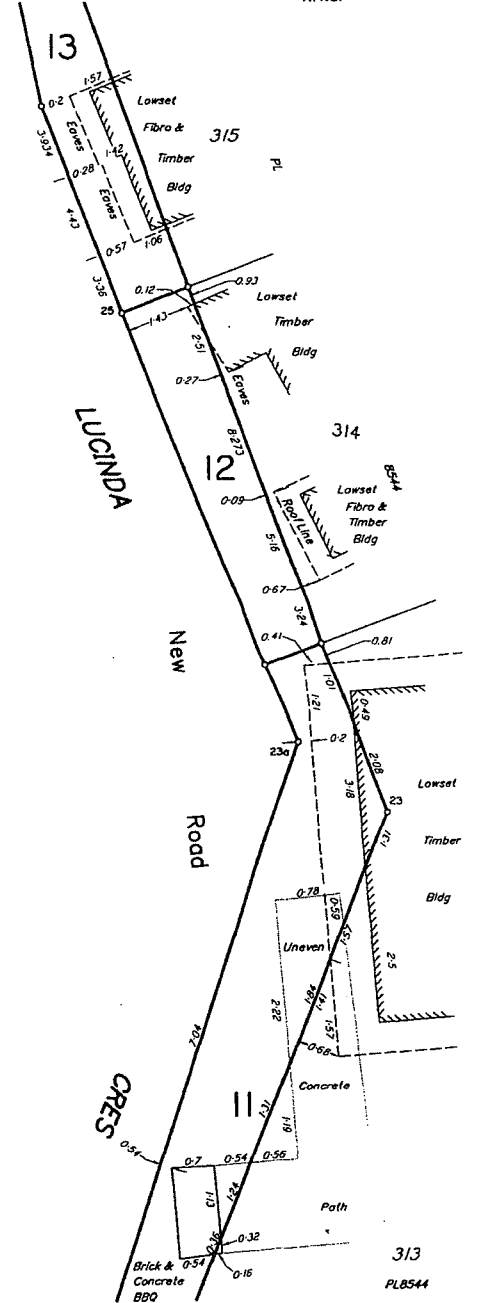
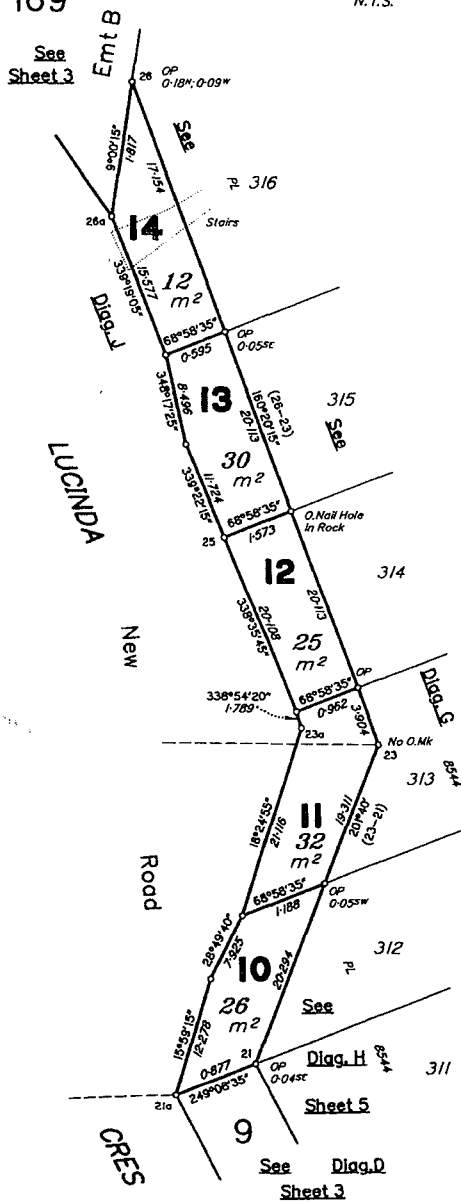
ADDITIONAL SHEET

Sheet 4 of 5

169

DIAGRAM E
N.T.S.

DIAGRAM G
N.T.S.



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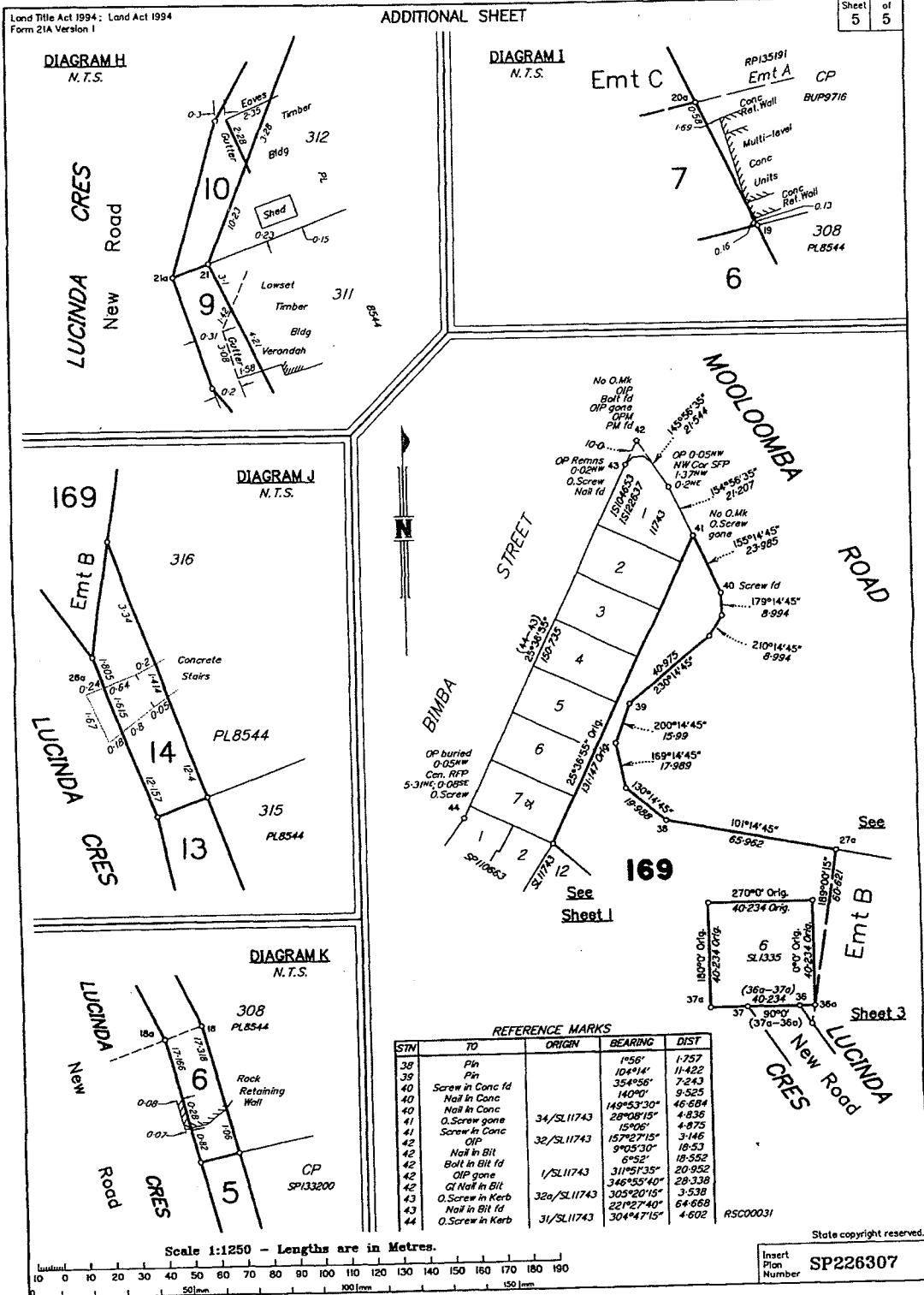
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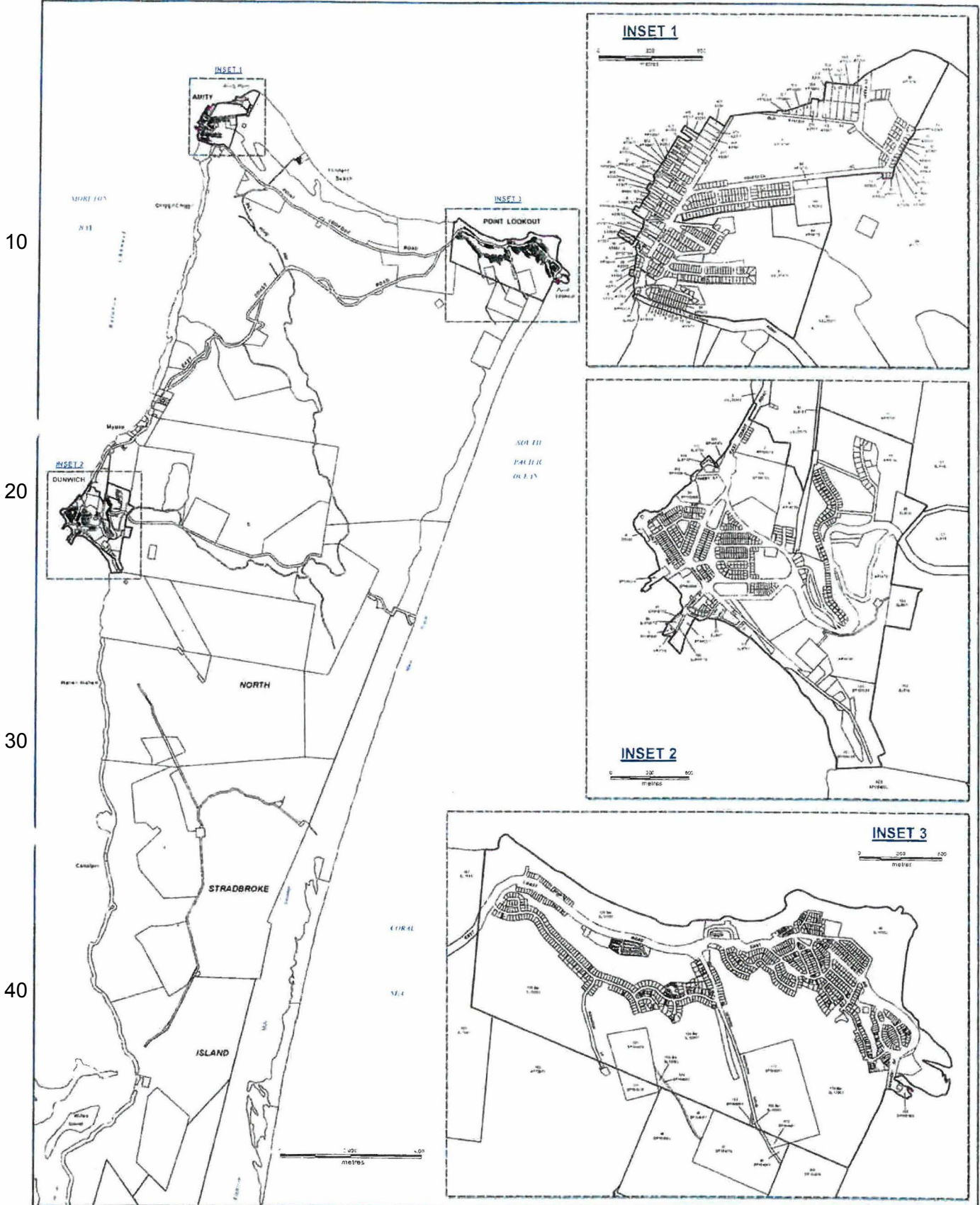
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QUADAMOOKA INDIGENOUS LAND USE AGREEMENT
SCHEDULE 4

TOWN EXPANSION AREAS

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Queensland Government

