



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2016/035
<b>Short name</b>	Birriah People Tenure Resolution ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	27/09/2016
<b>State/territory</b>	Queensland
<b>Local government region</b>	Burdekin Shire Council, Charters Towers Regional Council, Isaac Regional Council, Whitsunday Regional Council

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### Description of the area covered by the agreement

"Agreement Area" means the land and waters depicted and described in Schedule 1.

[A copy of Schedule 1 is 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 Areas cover about 80 sq km, located in the vicinity of Collinsville. The multiple parts extend around Collinsville, approx. 33 km to the north, 90 km to the south and 150 km to the north west].

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Queensland acting through the Department of Natural Resources and Mines
<b>Contact address</b>	PO Box 2454 Brisbane QLD 4001

#### *Other Parties*

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<b>Party name</b>	David Miller, Colin McLennan, Gracelyn Smallwood, Algon Walsh Jnr and Frank Fisher on their own behalf and on behalf of the Birriah People
<b>Contact address</b>	c/- Michael Owens, Lawyer and Consultant PO Box 1989 Aitkenvale BC QLD 4814

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<b>Party name</b>	Birriah Aboriginal Corporation
<b>Contact address</b>	c/- Michael Owens, Lawyer and Consultant PO Box 1989 Aitkenvale BC QLD 4814

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<b>Party name</b>	Birriah Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Michael Owens, Lawyer and Consultant PO Box 1989 Aitkenvale BC QLD 4814

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**Period in which the agreement will operate**

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**Start date** not specified

**End date** not specified

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3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 15 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.4 to 3.7, this Agreement will continue in force in perpetuity.

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

5.1 The Parties consent to the validation of any Future Acts done prior to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title, or will be invalid for the purposes of Native Title after the Determination, and can be validated in this Agreement.

5.2 The consent at clause 5.1 includes but is not limited to:

- (a) The grant of a Term Lease for residential purposes over Lot 20 on G112828 to Stephen Moore and Karen Moore, as joint tenants, commencing on 6 August 2004;
- (b) The grant of a Term Lease for residential purposes over Lot 3 on SP149509 to Hyden Holdings Pty Ltd commencing on 5 June 2002;
- (c) The creation of the Glenden Recreation Reserve and all subsequent interests granted over it for recreation purposes;
- (d) The grant of Trustee Lease No 712489274 over Lot 11 on SP208044 to the Glenden Town Club Ltd commencing 1 March 2009.

5.3 Subject to clause 5.4, the Parties:

- (a) consent to the doing of the Agreed Acts to the extent that they are Surrenders or Future Acts; and
- (b) if any of the Agreed Acts, which are also Future Acts, are done prior to Registration, agree to the validating of those Agreed Acts.

5.7 The Parties agree that any Surrender permanently extinguishes all Native Title Rights and Interests in the area of the Surrender from the date the Surrender takes effect.

“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 the acts specified in Schedule 5.

"BAC" means the Birriah Aboriginal Corporation RNTBC ICN 8261 a prescribed body corporate whose name and address is to be registered on the National Native Title Register.

"Execution Date" means the date of this Agreement or, where the Parties sign the Agreement on different dates, the date on which the last party signs the Agreement.

"Surrender" means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in the Surrender Area.

**Attachments to the entry**

[QI2016.035 Schedule 1 Maps of Agreement Area.pdf](#)

[QI2016.035 Schedule 1 Written Description of ILUA Area.pdf](#)