



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/004
Short name	Pormpuraaw Township Community Development ILUA
ILUA type	Area Agreement
Date registered	29/08/2016
State/territory	Queensland
Local government region	Pormpuraaw Aboriginal Shire Council

Description of the area covered by the agreement

Clause 1.1 of the agreement provides that "Agreement Area" means all the land and waters within the boundary described in Schedule 1 and depicted in the map 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 area covers about 8.5 sq km in the vicinity of Pormpuraaw in the Gulf of Carpentaria].

Parties to agreement

Applicant

Party name	State of Queensland Remote Indigenous Land and Infrastructure Office Department of Aboriginal and Torres Strait Islander Partnerships
Contact address	PO Box 5461 Cairns QLD 4870

Other Parties

Party name	Michael Ross, Silva Blanco, James Creek, Jonathan Korkaktain, Reginald Williams, Wayne Butcher, Clarry Flinders, Philip Port and Hogan Shortjoe on their own behalf and on behalf of the Cape York United #1 Claim Group
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Contact address c/- Cape York Land Council

PO Box 2496
Cairns QLD 4870

Party name Doris William, Myrtle Foote, Danny Coleman, Ivy Conrad, Leonard Conrad, Gilbert Jack, Lloyd William, Bill John Coleman, Ross Edwards, Bert Edwards, Simon Norman, Eileen Coleman, George Conrad, Chrissy Conrad, Lucy Foote, Hudson Norman, Harris Deakin, Georgina Norman, Nerida Brian, Ray Foote, Bessaly Peter, Billy Peter, Alice Peter, Stephanie Peter, Margaret Coleman, Albert Jack, Clive Walker, Pansy Conrad, Andrea Foote and Janey Deakin on their own behalf and on behalf of the Traditional Owners and as agents for the Cape York Party

Contact address c/- Cape York Land Council

PO Box 2496
Cairns QLD 4870

Party name Pormpuraaw Aboriginal Shire Council

Contact address c/- Post Office
Pormpuraaw QLD 4871

Period in which the agreement will operate

Start date not specified

End date not specified

4.1 Subject to clause 4.2, this Agreement commences on the Execution Date.

4.2 Clauses 7 (consent and agreement for the purposes of the [Native Title Act 1993 (Cth)]) and 48 (in regard to compensation) commence on Registration.

4.3 Subject to the Agreement terminating under clause 5, this Agreement continues on an indefinite basis.

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the later of those days. [The Execution Date was 29 February 2016].

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

7.1 The parties consent to the doing of the Agreed Acts, to the extent that they are Future Acts, subject to:

- (a) in relation to the grant of a Home Ownership Lease, clause 12.4, 13.5, 14.9 or 18.2;
- (b) in relation to the grant of a Social Housing Lease, clause 11.13 or 19.5;
- (c) in relation to the doing of Council Infrastructure Acts, clause 11.14 or 23.7;
- (d) in relation to the grant of Development Tenure for Category A Development, and in relation to the doing of Category B Development, clause 26.6;
- (e) in relation to the grant of Development Tenure for Category C Development, clause 27.8;
- (f) in relation to the doing of Category D Development, clause 27.8;
- (g) in relation to the doing of Category E Development, and/or the grant of Development Tenure

for Category E Development, clause 27.8;
(h) in relation to the doing of Category F Development, and/or the grant of Development Tenure for Category F Development, clause 27.8;
(i) in relation to the grant of a Residential Tenure, notice from the Trustee to the TOIG before the grant takes place, either by notification in a Development Notice or by separate notice specifying the Proposed Grantee, the associated Development Tenure, the area and term of the Residential Tenure and the estimated development compensation amount;
(j) in relation to the grant of a State Lease for No Veto State Development, clause 38.9; and
(k) in relation to the grant of a State Lease other than for No Veto State Development, clause 39.11.

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

7.4 Subdivision P, Division 3, Part 2 of the NTA [Native Title Act 1993 (Cth)] is not intended to apply to the doing of the Agreed Acts.

7.5 For the avoidance of doubt and without limiting the effect of section 44H of the NTA, consent to the doing of the Agreed Acts includes consent to the doing of any activity that is required or permitted by the Agreed Act and is done under or in accordance with the Agreed Act.

7.6 Subject to clause 41, the parties agree that nothing in this Agreement prevents a party from obtaining under the NTA, Native Title validity for the doing of a Future Act not covered by this Agreement.

“Agreed Acts” means all or any of the following acts undertaken or granted in the Agreement Area (excluding Section 24JAA Acts and State Reserve Acts):

- (a) Home Ownership Acts, meaning either or both of the following:
 - (i) the grant of a Home Ownership Lease; and
 - (ii) the grant of a Tenure, excluding a Trustee Lease, necessary for or incidental to a Home Ownership Lease;
- (b) Social Housing Acts, meaning any or all of the following:
 - (i) the grant of a Social Housing Lease;
 - (ii) the construction, operation, use, maintenance or repair of Social Housing other than in accordance with a Social Housing Lease;
 - (iii) the grant of a Tenure necessary for or incidental to the construction of Social Housing or a Social Housing Lease; and
 - (iv) the grant of Residential Tenancy Agreements to the tenants of Social Housing;
- (c) Council Acts, meaning any or all of the following:
 - (i) Council Infrastructure Acts;
 - (ii) Council Operations;
 - (iii) the grant of a Tenure necessary for or incidental to Council Infrastructure Acts or Council Operations; and
 - (iv) the grant of Council Housing Tenure;
- (d) Development Acts, meaning any or all of the following:
 - (i) the grant of a Development Tenure for Category A Development;
 - (ii) the doing of Category B Development;
 - (iii) the grant of a Development Tenure for Category C Development;
 - (iv) the doing of Category D Development;
 - (v) the doing of Category E Development and/or the grant of a Development Tenure for Category E Development;
 - (vi) the doing of Category F Development and/or the grant of a Development Tenure for Category F Development; and
 - (vii) the grant of Residential Tenure;
- (e) State Acts, meaning either or both of the following:
 - (i) the grant of a State Lease; and

- (ii) the grant of a Tenure, excluding a Trustee Lease, necessary for or incidental to a State Lease;
 - (f) the assignment, transfer, amendment or sublease of a Home Ownership Lease, Social Housing Lease, Residential Tenancy Agreement, Council Housing Tenure, Development Tenure, Residential Tenure, State Lease or a Tenure under paragraphs (a)(ii), (b)(iii), (c)(iii) or (e)(ii) of this Definition;
 - (g) Council Reserve Acts, meaning all or any of the following:
 - (i) the dedication, use and management of the New Reserve on the New Reserve Area, subject to clause 9.2;
 - (ii) the use and management of the Council Reserves in accordance with the Land Act, subject to clause 9.2;
 - (iii) the construction of any works on Council Reserves in accordance with the Land Act, subject to clause 9.2;
 - (iv) the grant of any Tenure over a Council Reserve in accordance with the Land Act; and
 - (v) the revocation of the whole or part of a Council Reserve, the surrender of the whole or part of the DOGIT, and the re-description of the whole or part of the DOGIT to include the revoked Council Reserve Area into the DOGIT under the Land Act;
 - (h) the revocation of the whole or part of a State Reserve, the surrender of the whole or part of the DOGIT, and the re-description of the whole or part of the DOGIT to include the revoked State Reserve Area into the DOGIT under the Land Act;
 - (i) the change of trusteeship of a State Reserve or a Council Reserve;
 - (j) the change of purpose of a State Reserve to “the provision of services beneficial to Aboriginal people particularly concerned with land”;
 - (k) the grant of the Land Holding Act Entitlements;
 - (l) the surrender of the whole or part of the DOGIT and the re-issue of the whole or part of the DOGIT to change the description or the boundaries of land or waters contained in the DOGIT under the Land Act;
 - (m) all Future Acts necessary to give effect to or incidental to the acts described in paragraphs (a) – (l) of this Definition; and
 - (n) all acts done in accordance with a Tenure granted under this Agreement.
- “No Veto State Development” means development undertaken by the State for one or more of the following purposes:
- (a) public education facilities;
 - (b) public health facilities;
 - (c) police facilities;
 - (d) State Emergency Services facilities; and
 - (e) State government employee housing.

Attachments to the entry

[Schedule 1 Agreement Area Written Description and Map.pdf](#)