



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/073
Short name	Jochheim & Gia People ILUA
ILUA type	Area Agreement
Date registered	31/01/2014
State/territory	Queensland
Local government region	Whitsunday Regional Council

Description of the area covered by the agreement

1.1 "Agreement Area" means the area described and shown in Schedule 1, specifically Lots 2 and 3 on SP112425. Upon registration of Deposited Plan DP230504, the Agreement Area will be described as Lots 22, 23 and 24 on SP230504.

[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 Lots 2 & 3 on SP112425, being about 26 sq km and about 15 km South West of Proserpine.]

Parties to agreement

Applicant

Party name	State of Queensland Department of Natural Resources and Mines
Contact address	GPO Box 2454 Brisbane QLD 4001

Other Parties

Party name	Patricia May Brimble, Raymond Wake, Marie Coleman and Elsie Kyle on their own behalf and on behalf of the Gia People
Contact address	c/- Queensland Cultural Heritage and Native Title Management Services PO Box 462 Rockhampton QLD 4700

Party name Mr Ludwig Benignus Jochheim
Contact address c/- Macrossan & Amiet Solicitors
PO Box 1046
Cannonvale QLD 4802

Period in which the agreement will operate

Start date not specified
End date not specified

1.1 "Execution date" means the day on which this Agreement is executed by the Parties and if executed on different days, the latter of those days.

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

3.2 Clauses 2, 3, 12, 15, 16 and 21.5 commence on the Execution Date.

4.1 Subject to clause 4.2, the term of the Agreement is five (5) years commencing on the Execution Date.

4.2 Clauses 5, 7, 9, 10, 11 and 17 will continue to apply after the termination of this Agreement.

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

1.1 "Surrender" means the surrender of Native Title in relation to the Agreement Area by the Native Title Claim Group to the State.

5.1 For the purpose of Section 24EB(1)(b) of the NTA the Parties consent to:

(a) the Surrender; and

(b) the doing of the future acts in clause 6.

5.2 The Surrender will not take effect unless and until the Governor in Council issues a deed of grant of freehold to the Developer pursuant to clause 6.

5.3 The Parties agree that the Surrender is intended to extinguish any Native Title rights and interests that may exist in relation to the Agreement Area.

5.5 Subdivision P, Part 2, Division 3 of the NTA is not intended to apply to this Agreement.

7.1 The Parties intend that the Surrender of Native Title in relation to the Agreement Area will extinguish the Gia People's Native Title Claim insofar as it relates the Agreement Area.

Attachments to the entry

[QI2013_073 Schedule 1 Map of Agreement Area Survey Plans.pdf](#)