



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/033
Short name	Emuford Battery ILUA: John Fitzgerald and Bar Barrum People
ILUA type	Body Corporate
Date registered	19/11/2013
State/territory	Queensland
Local government region	Tablelands Regional Council

Description of the area covered by the agreement

1.1 Definitions

"Agreement Area" means the area described in and shown on the map at Schedule 1.

Schedule 1

The agreement area / surrender area covers that area subject to the Emuford Battery Mining Leases excluding that area identified as closed road on DP248389.

The Emuford Battery Mining Leases are described as Lot 3795 and 3831 on DP248389. (Formerly ML3795 and ML381).

[A copy of the map at Schedule 1 is attached to this Register extract.

The following general description of the agreement area has also 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 agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement covers about 3.8 hectares covering ML3795 and ML3831 in the vicinity of Emuford, located approx 27 km north east of Mount Garnet.]

Parties to agreement

Applicant

Party name State of Queensland
Aboriginal and Torres Strait Islander Land Services
Department of Natural Resources and Mines

Contact address GPO Box 2454
Brisbane QLD 4001

Other Parties

Party name Bar-Barrum Aboriginal Corporation RNTBC

Contact address C/- Post Office
Mutchilba QLD 4872

Party name John James Fitzgerald

Contact address PO Box 1014
Tolga QLD 4882

Party name Thomas Congoo and John Edward Wason on their own behalf and
on behalf of the Bar Barrum People

Contact address C/- Post Office
Mutchilba QLD 4872

Period in which the agreement will operate

Start date 06/03/2013

End date 06/03/2018

3. Commencement and Term

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

3.2 Clause 5 commences on the Registration Date.

3.3 This Agreement continues in force for a period of five years from the Execution Date, subject to clause 8.2, which remains in force indefinitely.

"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.

"Registration Date" means the date on which this Agreement is Registered by the National Native Title Tribunal.

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

4. Consent

4.1 For the purpose of Section 24EB(1)(b) of the NTA the PBC consent to:

a) the Surrender; and

b) the doing of the future acts in clause 6

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

4.3 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. Right to Negotiate

5. To remove any doubt, Subdivision P, Part 2, Division 3 of the NTA is not intended to apply to this Agreement.

6. Future Act

6.1 The State will seek Governor in Council approval for the issue of a Deed of Grant in fee simple under the Land Act to the Purchaser in relation to the Agreement Area , following the Agreement being Registered.

6.2 The Purchaser will pay all costs associated with the issue of the Deed of Grant in fee simple referred to in clause 6.1.

1.1 Definitions

“Deed of Grant” means:

- (a) land granted in fee simple by the State; or
- (b) the document evidencing the grant, including an indefeasible title under the Land Title Act 1994.

“PBC” means the Bar-Barrum Aboriginal Corporation RNTBC ICN 3362

“Purchaser” means John James Fitzgerald.

“Surrender” means the surrender of Native Title in relation to the Agreement Area by the Bar-Barrum People to the State.

Attachments to the entry

[QI2013_033 Schedule 1 survey plan of agreement area.pdf](#)