



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/060
Short name	Investigator Road Mooring Buoy Removal ILUA
ILUA type	Body Corporate
Date registered	24/02/2017
State/territory	Queensland
Local government region	

Description of the area covered by the agreement

"ILUA Area" means the seas known as Investigator Road [depicted in the map at Attachment 2 and described in Schedule 1].

[A copy of Attachment 2 and 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:

Agreement covers about 6000 sq m in the seas known as Investigator Road within the South Wellesley Islands, Gulf of Carpentaria, centred at 17° 7'15"S, 139°34'54.3"E].

Parties to agreement

Applicant

Party name	MMG Century Limited
Contact address	c/- Ashurst Level 38, Riverside Centre 123 Eagle Street Brisbane QLD 4000

Other Parties

Party name	Gulf Region Aboriginal Corporation RNTBC
Contact address	C/- Carpentaria land Council Aboriginal Corporation PO Box 6662 Cairns QLD 4870

Period in which the agreement will operate

Start date 22/12/2016

End Date 22/12/2018

2. Term of this Agreement

(a) Subject to clause 8.8, this Agreement commences on the Commencement Date and terminates on the date that is two years from the Commencement Date.

(b) The Parties agree that no breach of this Agreement by any Party will give to any other Party as right to elect to terminate this Agreement, but that Party may exercise any other remedy available to it in respect of such breach.

8.8 Continuation of some provisions

Clauses 1, 5.3, 6.2, 7(b), 7(c) and 8 survive the expiry or termination of this Agreement.

"Commencement Date" means the day on which this Agreement is executed by the Parties and if executed on different days, the later of those days.

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

4.1 Consent to removal of the Mooring Buoy

(a) The Parties consent to:

(i) the removal of the Mooring Buoy;

(ii) the Grant of any Interest reasonably required for the removal of the Mooring Buoy; and

(iii) the doing of any Future Act reasonably required for the purpose of the acts contemplated in clauses 4.1(a)(i) and 4.1(a)(ii).

(b) The consent provided by GRAC [Gulf Region Aboriginal Corporation RNTBC] under clause 4.1(a):

(i) constitutes consent for the purposes of any applicable Law; and

(ii) is subject to substantial compliance by MMG with its obligations under this Agreement.

4.2 Removal of the Mooring Buoy

(a) MMG agrees to remove the Mooring Buoy in accordance with the Removal Process.

(b) MMG agrees to:

(i) give GRAC at least 30 days' written notice of the day or days during which MMG proposes to remove the Mooring Buoy; and

(ii) make all reasonable arrangements to facilitate Monitors being present during the removal of the Mooring Buoy.

"Interest" means approval, permit, licence, authorisation, direction, consent, permission, exercise of a discretion, or other authority by or from an Government Agency or other competent authority reasonably required for the removal of the Mooring Buoy.

"Monitors" means up to four Kaiadilt People who have traditional responsibility for the ILUA Area.

"Mooring Buoy" means the mooring buoy for the Mooring Anchorage.

"Mooring Anchorage" means the offshore cyclone anchorage for the MV Wunma located approximately one nautical mile off Sweers Island between Sweers Island, Fowler Island and Bentinck Island, at approximate location 17° 7'15"S, 139°34'54.3"E.

Attachments to the entry

[QI2016 060 Attachment 2 Map of ILUA area.pdf](#)

[QI2016 060 Schedule 1 Description of ILUA Area.pdf](#)