



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/046
Short name	Birriah People and Castle Hill Exotics Pty Ltd ILUA
ILUA type	Area Agreement
Date registered	10/03/2017
State/territory	Queensland
Local government region	Charters Towers Regional Council

Description of the area covered by the agreement

Clause 1.1 defines the Agreement Area as the land and waters described in Part 1 of Schedule 1 and depicted on the plan in Part 2 of Schedule 1.

[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 417 ha, located between the Burdekin Falls Dam Road and the eastern foreshore of Lake Dalrymple, 5 km west of Burdekin Falls Dam.]

Parties to agreement

Applicant

Party name	Castle Hill Exotics Pty Ltd
Contact address	c/- B & G Law Pty Ltd PO Box 445 Thuringowa Central QLD 4817

Other Parties

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

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

Party name	State of Queensland acting through the Department of Natural Resources and Mines
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Contact address

PO Box 15213
City East, Brisbane QLD 4001

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 [9 November 2016].

4.2 Upon Authorisation of this Agreement by the Birriah People, and subject to that Authorisation, the Proponent admits that s47B of the NTA applies to Lot 13 such that any extinguishment of Native Title in respect to Lot 13 must be disregarded.

4.3 Subject to clause 4.4, this Agreement will continue in force in perpetuity.

4.4 This Agreement may be terminated by written agreement executed by the Parties.

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

5.1 The Parties consent to the Surrender.

5.2 The Surrender shall take effect upon Registration.

5.3 The Parties agree that the Surrender is intended to extinguish any Native Title in relation to the Surrender Area.

5.4 Subdivision P, of Part 2, Division 3 of the NTA is not intended to apply to the Surrender.

5.6 The Parties consent to the validation of any Future Acts done prior to Registration by the State in the Agreement Area to the extent that they were done invalidly for the purposes of Native Title and can be validated in this Agreement [...]

5.7 To the extent that any of the Agreed Acts in relation to the Balance Area only are Future Acts, the Parties acknowledge that the Non-Extinguishment Principle applies. For the avoidance of doubt, the Non-Extinguishment Principle does not apply to acts done in relation to the Surrender Area.

Surrender Area means the area the subject of the Surrender, and more particularly described as Lots 1 and 2 on SP 289533 and depicted as such on the plan in Part 2 of Schedule 1.

Attachments to the entry

[QI2016 046 Schedule 1 - Agreement Area.pdf](#)