



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2019/027
Short name	Quandamooka Tenure Resolution ILUA
ILUA type	Area Agreement
Date registered	29/05/2020
State/territory	Queensland
Local government region	Brisbane City Council

Description of the area covered by the agreement

"**Agreement Area**" means the land described in Schedule 1 and shown on the maps in Schedule 2;

[Copies of Schedules 1 and 2 are 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 covers Moreton Island, being an area of approximately 173 sq km.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	PO Box 15216 City East QLD 4002

Other Parties

Party name	Quandamooka Yoolooburrabee Aboriginal Corporation RNTBC ICN 7564
Contact address	PO Box 235 Dunwich QLD 4183

Party name	Robert Anderson on his own behalf and on behalf of the Quandamooka People
Contact address	c/- Queensland South Native Title Services Limited ACN 114 581 556 PO Box 10832 Adelaide Street Brisbane QLD 4001

Period in which the agreement will operate

Start date	not specified
End Date	not specified

3. Commencement and Termination

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Termination), 4 (Authority), 18 (Tourism Plan and Commercial Activity Permits) and 26 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.4 to 3.6, this Agreement will continue in force in perpetuity.

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

5. 1 The parties:

- (a) consent to the doing of the Agreed Acts;
- (b) consent to the Surrender within the Surrender Area taking effect as described in clause 6;
- (c) agree to the validation of any acts done by the State in the Agreement Area prior to the Execution Date to the extent that they were invalidly done for Native Title purposes and can be validated by this Agreement; and
- (d) agree to the validating of the following Agreed Acts (to the extent that they are Future Acts) that were invalidly done on the Agreement Area between the Execution Date and Registration:
 - (i) the grant of commercial activity permits in accordance with clause 18.2.

5.4 The parties agree that any surrender is intended to extinguish the Native Title Rights and Interests in the Surrender Area and the parties agree that any surrender permanently extinguishes those Native Title Rights and Interests from the date the surrender takes effect.

"Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to the acts specified in Schedule 3 or any acts done as part of, or in relation to them;

"Agreement Area" means the land described in Schedule 1 and shown on the maps in Schedule 2;

"Cape Moreton Area" means Lot 528 on NPW663 and that part of Lot 36 on NPW662 described in Part A of Schedule 22 and shown on the map in Part B of Schedule 22;

"Execution Date" means the date of this Agreement or, where the parties sign the Agreement on different dates, the date on which the last party signs the Agreement;

"Draw Down Period" is the period beginning on Registration and ending:

- (a) three (3) years after Registration; or
- (b) if the parties agree a longer period - the last day of the agreed period, provided that any longer period agreed by the parties must not extend beyond the day that is six (6) years after Registration;

"Land Bank Lot" means:

- (a) a lot listed in Schedule 6; or
- (b) that part of a lot listed in Schedule 6 and depicted in the relevant Drawing shown in Schedule 13;

"Maximum Surrender Area" means the areas shown on the map in Schedule 5, which represent the maximum part of the Land Bank for which Native Title Rights and Interests may be surrendered under clauses 6.2 and 6.3 of this Agreement;

"Nominated Lot" means a Land Bank Lot for which the PBC has given notice under clause 7.1;

"Remaining Lot" means:

- (a) a Land Bank Lot that does not become a Nominated Lot before the Draw Down Period ends; or
- (b) a Nominated Lot that, for any reason, is unable to be transferred/granted to the PBC under clause 7 by the end of the Draw Down Finalisation Period;

"Surrender Area" means:

- (a) the Cape Moreton Area;
- (b) any Nominated Lot within the Maximum Surrender Area that is granted to the PBC in fee simple under the Land Act as a result of a request by the PBC under clause 7 of this Agreement; and
- (c) any Remaining Lot within the Maximum Surrender Area which is sold in accordance with the process set out in clause 9;

Attachments to the entry

[QI2019_027 Schedule 1 - Agreement Area.pdf](#)

[QI2019_027 Schedule 2 - Map of Agreement Area.pdf](#)

[QI2019_027 Schedule 3 - Agreed Acts.pdf](#)