



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2019/018
<b>Short name</b>	Gulngay People Tenure Resolution ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	15/10/2019
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cassowary Coast Regional Council

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## Description of the area covered by the agreement

"**Agreement Area**" means the land and waters described in Schedule 1 and depicted in Schedule 2.

[A written description of the agreement area is contained in Schedule 1. Maps of the agreement area are contained 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 area covers approx. 6 sq km and includes multiple land parcels centred generally in the vicinity of Tully and extending approx. 24 km northerly, 15 km westerly, 17 km south easterly and 10 km north easterly.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	c/- Crown Law Level 11, State Law Building 50 Ann Street Brisbane QLD 4000

### *Other Parties*

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<b>Party name</b>	Gulngay Kinjufile Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- North Queensland Land Council PO Box 5296 Townsville QLD 4810

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 20 (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 and 3.5, this Agreement will continue in force in perpetuity.

3.4 This Agreement may be terminated by written agreement executed by the parties.

3.5 If there is a determination by the Federal Court of Australia that Native Title does not exist in part of the Agreement Area or that Native Title in part of the Agreement Area is held by people other than the Gulngay People, this Agreement expires in relation to that part of the Agreement Area subject to that determination, but remains in force in relation to the balance of the Agreement Area.

**"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.

**"Gulngay People"** means the persons described in the Determination as the persons who hold Native Title in the Agreement Area.

**"Registration"** means the date on which this Agreement is Registered.

## 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 to the extent that they are Surrenders or Future Acts; and
- (b) agree to the validating of any of the Agreed Acts, which are also Future Acts, done prior to Registration.

5.2 The parties consent to the validation of any Future Acts done prior to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.5 The parties agree that any Surrender permanently extinguishes all Native Title Rights and Interests in the area of the Surrender from the date the Surrender takes effect.

6.1 The RNTBC surrenders all Native Title Rights and Interests over the Surrender Area.

6.2 The Surrender takes effect over the Revenue Share Lots (including any part of a Nominated Lot proposed for Revenue Sharing in accordance with clause 9.1(b)(i), clause 9.1(c)(ii)(A) or clause 9.1(d)(ii)(A)) immediately prior to the issue of the deed of grant in accordance with clause 7.

8.3 The parties consent for the purposes of Native Title to the ALA Lots or any part of an ALA Lot being declared to be Transferable Land, and being granted as Aboriginal Land.

10.2 The parties consent for the purposes of Native Title to:

- (a) the dedication of the Reserves;
- (b) the Existing Uses on the Reserve Areas;
- (c) the appointment of the trustee of each Reserve in accordance with Schedule 6;
- (d) the grant of any leases, permits, easements or other interests over the Reserve Areas for a purpose consistent with the Reserve; and
- (e) all other uses and activities over the Reserve Areas that are consistent with the purposes of the Reserves.

11.2 The parties consent for the purposes of Native Title to the amalgamation of the lots identified in Schedule 7, or any part of those lots, as part of the Protected Area Estate.

12.2 The parties consent for the purposes of native title to the opening of the Roads identified in Schedule 8.

**"Aboriginal Land"** means a grant in fee simple under section 38 of the *[Aboriginal Land Act 1991 (Qld)]*;

**"Agreed Acts"** means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to, the acts specified in Schedule 9 *[a copy of Schedule 9 is attached to this register extract]*;

**"ALA Lots"** means those lots identified in Schedule 4, and any Nominated Lot or part of a Nominated Lot proposed for transfer as ALA in accordance with clause 9.1(a), clause 9.1(b)(ii), clause 9.1(c)(i), clause 9.1(c)(ii)(C), clause 9.1(d)(i) or clause 9.1(d)(ii)(C);

**"Existing Uses"** means the existing uses and activities to which the Reserve Areas are subject as at the Execution Date, including but not limited to:

(a) infrastructure including water and sewerage infrastructure, bridges, roads and footpaths; and

(b) electricity infrastructure;

**"Future Act"** has the meaning given in the *[Native Title Act 1993 (Cth)]*;

**"Nominated Lots"** means those USL lots identified in Schedule 5;

**"Protected Area Estate"** means a protected area to which the *Nature Conservation Act 1992 (Qld)* applies;

**"Reserves"** means the reserves to be dedicated for the purpose or purposes described in Schedule 6 over the Reserve Areas, or any part of the Reserve Areas, under the *[Land Act 1994 (Qld)]*;

**"Reserve Areas"** means the lots identified in Schedule 6;

**"Revenue Share Lots"** means those USL lots identified in Schedule 3, and any part of a Nominated Lot proposed for Revenue Sharing in accordance with clause 9.1(b)(i), clause 9.1(c)(ii)(A) or clause 9.1(d)(ii)(A);

**"RNTBC"** means the Gulngay Kinjufile Aboriginal Corporation RNTBC ICN 8802;

**"Surrender"** means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in the Surrender Area;

**"Surrender Area"** means any Revenue Share Lot (including any part of a Nominated Lot proposed for Revenue Sharing in accordance with clause 9.1(b)(i), clause 9.1(c)(ii)(A) or clause 9.1(d)(ii)(A)) which is sold in accordance with the process set out in clause 7;

**"Transferable Land"** has the meaning given in the *[Aboriginal Land Act 1991 (Qld)]*.

#### **Attachments to the entry**

[QI2019\\_018 Schedule 1 Description of agreement area.pdf](#)

[QI2019\\_018 Schedule 2 Map of agreement area.pdf](#)

[QI2019\\_018 Schedule 9 Agreed Acts.pdf](#)