



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2018/024
Short name	Nywaigi People Tenure Resolution ILUA
ILUA type	Body Corporate
Date registered	10/12/2018
State/territory	Queensland
Local government region	Charters Towers Regional Council, Hinchinbrook Shire Council, Townsville City Council

Description of the area covered by the agreement

A written description and map of the agreement area are contained in Schedule 1 of the agreement.

[A copy of 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 65 parcels, an area of approx 46 sq km, situated south easterly of Ingham and extending along the coastline from Taylors Beach to Balgal Beach.]

Parties to agreement

Applicant

Party name	State of Queensland (acting through the Department of Natural Resources, Mines and Energy)
Contact address	PO Box 15216 City East Brisbane QLD 4002

Other Parties

Party name	Warga Badda Nywaigi Aboriginal Corporation RNTBC
Contact address	PO Box 679 Cairns North QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

3.1 Clauses 1 (Definitions), 2 (Interpretation), 2.1 (Commencement and Expiry), 3.1 (Authority) and 20 (Registration of Agreement) commence on the Execution Date [8 October 2018].

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.

"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.

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

5.1 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.

5.2 The parties:

(a) consent to the doing of the Agreed Acts to the extent that they are Surrenders or Future Acts; and

(b) if any of the Agreed Acts, which are also Future Acts, are done prior to Registration, agree to the validating of those Agreed Acts.

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:-

(a) the Land Exchange Lots upon Registration in accordance with clause 7.1;

(b) the Revenue Share Lots immediately prior to the issue of the deed of grant in accordance with clause 8.1; and

(c) Lot 102 on CWL1806, if it is granted to the RNTBC, immediately prior to the issue of the deed of grant to the RNTBC in accordance with clause 8.3(b).

7.1 In accordance with clauses 5.2(a), 6.1 and 6.2(a), the RNTBC consents to a Surrender in relation to all the Land Exchange Lots to take effect upon Registration.

8.7 In accordance with clause 5.2(a), 6.1 and 6.2(b), the RNTBC consents to a Surrender in relation to any Revenue Share Lot which is sold in accordance with this clause 8, to take effect immediately prior to the issue of the deed of grant.

9.3 The parties consent for the purposes of native title to the ALA Lots 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 RNTBC as trustee of the Reserves in accordance with Schedule 5;

(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 inclusion of the lots identified in Schedule 6 in the Protected Area Estate.

12.2 The parties consent for the purposes of native title to the dedications of the Roads identified in Schedule 7.

13.1 The parties consent for the purposes of native title to the issue of a permit over the same area or a part of the area identified in Schedule 8, and for the same or a similar purpose as described 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 Part A of Schedule 4 and depicted in Part B of Schedule 4.

"**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;
- (b) electricity infrastructure; and
- (c) the Community Interests.

"**Land Exchange Lots**" means the USL lots identified in Schedule 2.

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

"**Reserves**" means the reserves to be dedicated for Cultural and Environmental Purposes over the Reserve Areas under the [*Land Act 1994* (Qld)].

"**Reserve Areas**" means the lots identified in Part A of Schedule 5 and depicted in Part B of Schedule 5.

"**Revenue Share Lots**" means those USL lots identified in Part A of Schedule 3 and depicted in Part B of Schedule 3.

"**Roads**" means the roads intended to be dedicated as described in Part A of Schedule 7.

"**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:

- (a) the Land Exchange Lots;
- (b) any Revenue Share Lot which is sold in accordance with the process set out in clause 8; and
- (c) Lot 102 on CWL1806, if it is sold to the RNTBC in accordance with clause 8.3(d).

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

Attachments to the entry

[QI2018 024 Schedule 1 Part A - Agreement Area Description.pdf](#)

[QI2018 024 Schedule 1 Part B - Agreement Area Map.pdf](#)

[QI2018 024 Schedule 2 - Land Exchange Lots.pdf](#)

[QI2018 024 Schedule 3 - Revenue Share Lots.pdf](#)

[QI2018 024 Schedule 9 - Agreed Acts.pdf](#)