



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/002
Short name	Gangalidda & Garawa People #2 and Burketown Land Exchange ILUA
ILUA type	Area Agreement
Date registered	26/05/2015
State/territory	Queensland
Local government region	Burke Shire Council

Description of the area covered by the agreement

1.1 "Agreement Area" means the area described in Part A of Schedule 1, and shown on the map in Part B of Schedule 1 [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 covers about 220 sq km and is located in the vicinity of Burketown and north-east to Kangaroo Point, Qld].

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	GPO Box 48 Brisbane QLD 4001

Other Parties

Party name	Terrance Taylor and Jacky Green on their own behalf and on behalf of the Gangalidda and Garawa People
Contact address	c/- Carpentaria Land Council Aboriginal Corporation PO Box 71 Burketown QLD 4830

Party name	Gangalidda and Garawa Native Title Aboriginal Corporation RNTBC
Contact address	c/- Carpentaria Land Council Aboriginal Corporation PO Box 71 Burketown QLD 4830

Party name	Burke Shire Council
Contact address	c/- Preston Law Level 1, 59 McLeod Street Cairns QLD 4870

Period in which the agreement will operate

Start date	16/12/2014
End date	not specified

3.1 Subject to clause 3.2, this Agreement commences on the Execution Date and continues indefinitely.

3.2 Clauses 5 (Consents), 8 (Compensation) and 19 (Indemnity) commence on Registration.

3.3 This Agreement may be terminated by a written agreement executed by each party.

3.4 If this Agreement is terminated after the Agreement is Registered, or if this Agreement is removed from the Register of Indigenous Land Use Agreements, it does not affect the validity of any Future Acts or any Surrender that took effect while this Agreement was Registered.

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the last of those days.

"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 To the extent that they are a Future Act or Surrender, the Native Title Parties consent to:

- (a) the Surrender under clause 6.1 subject to clause 6.2 and clause 6.3;
- (b) the grant of Aboriginal Land over the ALA Area and the Lease Area to the Corporation in accordance with the ALA, clause 9 and clause 12;
- (c) the revocation, creation or amendment of the Reserves including the appointment of trustees as set out in Schedule 6;
- (d) the management and doing of any future acts on the Reserves included in Parts A and B of Schedule 6;
- (e) the grant of a lease over part of lot 122 on PC 12 subject to clause 12;
- (f) the validation of any invalid future acts that are not intermediate period acts in the Agreement Area to the extent they can be validated in this Agreement; and
- (g) the dedication of all Roads.

5.2 The Non-Extinguishment Principle applies to any dealings covered by clauses 5.1(b), 5.1(c), 5.1(d), 5.1(e), 5.1(f) and 5.1(g).

5.3 The parties agree that the Surrender is intended to permanently extinguish any Native Title Rights and Interests that may exist in relation to the Surrender Area.

6.1 The Native Title Parties surrender all Native Title Rights and Interests over the Surrender Area.

6.2 The Surrender over the Surrender Area, excluding the Future Development Area A - East and West, takes effect upon Registration.

6.3 The Surrender over the Future Development Area A - East and West takes effect immediately prior to the issue of the deed of grant for that area.

16. To avoid any doubt and for the purposes of section 24EB(l)(c), Part 2 Division 3 of Subdivision P of the NTA does not apply to any act consented to under clause 5.1

"ALA Area" means the lots and part lots listed at Schedule 4.

"Future Development Area A-East and West" means that part of Lot 122 on PC12 depicted on sheet 3 of drawing TSV2014-37 in Schedule 3.

"Lease Area" means that part of lot 3234 on PH788 depicted in Schedule 10.

"Native Title Parties" means Terrance Taylor and Jacky Green on their own behalf and on behalf of the Gangalidda and Garawa People #2.

"Surrender Area" means the lots and part lots listed at Part A Schedule 3 and depicted on the map in Part B Schedule 3 over which native title will be extinguished and which includes the State Area and the Gangalidda Freehold Area [A copy of Part A Schedule 3 is attached to this register extract].

Attachments to the entry

[QI2015_002 Schedule 1 Part A Area Agreement Description.pdf](#)

[20150129 QI2015_002 Schedule 1 Part B Area Agreement Map.pdf](#)

[QI2015_002 Schedule 3 Surrender Area Description and Map.PDF](#)