



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2018/018
Short name	Girramay People Tenure Resolution ILUA
ILUA type	Area Agreement
Date registered	08/01/2019
State/territory	Queensland
Local government region	Cassowary Coast Regional Council

Description of the area covered by the agreement

ILUA Area is defined as the land and waters described in Part A of Schedule 1 and depicted 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 application area covers about 30 ha, consisting of 10 land parcels, located in the vicinity of the Bruce Highway, within approx. 20km of Cardwell.]

Parties to agreement

Applicant

Party name	State of Queensland acting through the Department of Natural Resources, Mines and Energy
Contact address	Land and Native Title Services PO Box 15216 City East Brisbane QLD 4001

Other Parties

Party name	Abraham Muriata and Claude Beeron on their own behalf and on behalf of the Girramay People
Contact address	c/- North Queensland Land Council PO Box 5296 Townsville City QLD 4810

Party name	Girramay People Aboriginal Corporation
Contact address	c/- North Queensland Land Council PO Box 5296 Townsville City 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 18 (Registration of ILUA) commence on the Execution Date.

3.2 The remaining clauses of this ILUA commence on Registration.

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

3.4 This ILUA 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 validation of any Future Acts done prior to the Execution Date by the State in the ILUA Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this ILUA.

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 Native Title Parties surrender 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; and

(b) the Revenue Share Lot immediately prior to the issue of the deed of grant in accordance with clause 8.1.

7.1 In accordance with clause 6.2(a), the Native Title Parties consent to a Surrender in relation to all of the Land Exchange Lots to take effect upon Registration.

8.6 In accordance with clause 6.2(b) the Native Title Parties consent to a Surrender in relation to the 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 PBC 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; and

(e) all other uses and activities over the Reserve Areas that are consistent with the purposes of the Reserves.

11.1 The parties consent for the purposes of native title to the grant of an easement over Lot 3 on C10412 for the purpose of dedicated access.

"Agreed Acts" means all acts necessary to give effect to this ILUA including but not limited to any acts done as part of, or in relation to the acts specified in Schedule 6. [Schedule 6 describes the Agreed Acts as including the surrender of all Native Title Rights and Interests to the State over the Land Exchange Lots and the Revenue Share Lot; the granting of any interest over the Revenue Share Lot prior to the Revenue Share Lot being granted in fee simple; any grant of Aboriginal land over the ALA (*Aboriginal Land Act 1991* (Qld)) Lots; the creation of reserves including the appointment of trustees; the grant of any leases, permits, easements or other interests over the Reserve Areas; the grant of any easement; and any variation of this ILUA consented to by the PBC in accordance with the Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth)].

"ALA Lots" means those lots identified in Part A of Schedule 4 and depicted in Part B of Schedule 4.

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

"Land Exchange Lots" means the USL lots identified in Part A1 of Schedule 2 [Lot 122 on Plan CWL3010, Lot 167 on Plan SP210297] and in Part B1 of Schedule 2 [part of Lot 8 on Plan SP122539].

"Revenue Share Lot" means the USL lot identified in Part A of Schedule 3 [Lot 57 on Plan SP126362].

"Surrender" means the surrender to the State of any Native Title in relation to the Surrender Area;

"Surrender Area" means the land and waters described in Part A1 of Schedule 2, Part B1 of Schedule 2 and Part A of Schedule 3.

[Copies of Schedules 2 and 3 are attached to the Register Extract]

Attachments to the entry

[QI2018 018 Schedule 1 ILUA Area.pdf](#)

[QI2018 018 Schedule 2 Land Exchange Lots.pdf](#)

[QI2018 018 Schedule 3 Revenue Share Lot.pdf](#)