



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2016/052
<b>Short name</b>	Eromanga Township Tenure Resolution ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	22/03/2017
<b>State/territory</b>	Queensland
<b>Local government region</b>	Quilpie Shire Council

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## Description of the area covered by the agreement

'Agreement Area' means the land and waters depicted and described in Schedule 1.

[A map showing the boundaries of the agreement area is also included in 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 area covers about 2.8 sq km, located in the vicinity of Eromanga Township.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	Aboriginal and Torres Strait Islander Land Services PO Box 15216 City East, Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Mark Wallace, Barbara Olsen and Barbara Bond on their own behalf and on behalf of the Boonthamurra People
<b>Contact address</b>	c/- Queensland South Native Title Services PO Box 10832 Brisbane QLD 4001

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**Party name** Boonthamurra Native Title Aboriginal Corporation RNTBC  
**Contact address** c/- Queensland South Native Title Services  
PO Box 10832  
Brisbane QLD 4001

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**Period in which the agreement will operate**

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**Start date** 09/11/2016  
**End date** not specified

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3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 15 (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 3.5, this Agreement will continue in force in perpetuity.

3.4 This Agreement may be terminated by the exchange of written correspondence between the RNTBC and the State.

3.5 A party may only notify the Registrar in writing pursuant to section 199C(1)(c)(I) of the NTA that this Agreement has expired if:

(a) the Agreement has been terminated in accordance with clause 3.4; or

(b) if the parties are unable to agree that the Agreement has so expired, any Dispute about that disagreement has been resolved in accordance with clause 18.

'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 consent at clause 5.1 includes but is not limited to:-

(a) The grant of freehold over the Freehold Area; and

(b) The grant of a lease for commercial/business purposes over the Leasehold Area.

5.3 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.

5.4 Clause 5.1 and 5.2 are statements for the purposes of section 24EBA(1)(a) of the NTA and clause 5.3 is a statement for the purposes of section 24EB(1)(b) of the NTA.

5.6 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 In accordance with clause 5.3(a) the Native Title Parties consent to a Surrender in relation to that part of the Surrender Area identified in Part A of Schedule 2 to take effect upon Registration.

6.3 The Native Title Parties consent, in accordance with the NTA, to the ALA Lot being declared to be transferable land, and being granted as Aboriginal Land to the RNTBC.

'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 4.

**Schedule 4 Agreed Acts**

1. Subject to clause 6.1, the Surrender of all Native Title Rights and Interests to the State over

the Land Exchange Lots in Part A of Schedule 2.

2. Subject to clause 7.7, the Surrender of all Native Title Rights and Interests to the State over the Revenue Share Lot when sold in accordance with clause 7.
3. Subject to clauses 7.5 and 7.9, the grant of any interest, including a lease, over the Revenue Share Lot prior to the Revenue Share Lot being granted in fee simple.
4. The creation of a reserve over Lot 9 on GO844025 for Township Purposes.
5. The grant of Aboriginal freehold over Lot 10 on GO31 to the RNTBC.
6. Any variation of this Agreement consented to by the RNTBC in accordance with the Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth).

'ALA Lot' means the lot identified in Part B of Schedule 2 and item 5 in Schedule 4.

'Freehold Area' means the lots identified in Part A of Schedule 2, excluding Lot 10 on GO844025.

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

[QI2016\\_052 Schedule 1 Agreement Area description 20161114.pdf](#)

[Eromanga Agreement Area ILUA\\_A3L Schedule 1\\_V3.pdf](#)

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

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