



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/088
Short name	Kalkadoon Post-Determination ILUA
ILUA type	Area Agreement
Date registered	23/05/2014
State/territory	Queensland
Local government region	Boulia Shire Council, Burke Shire Council, Carpentaria Shire Council, Cloncurry Shire Council, McKinlay Shire Council, Mount Isa City Council

Description of the area covered by the agreement

Clause 1.1 of the agreement describes the 'Agreement Area' as all the land and waters depicted in Schedule 1 and described in Schedule 2.

[A copy of Schedules 1 and 2 are attached to this register extract.]

The following general description of the ILUA area has been provided by the National Native Title Tribunal to assist people to understand the location of the ILUA area. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers about 38,720 square kilometres and is located in the vicinity of Mount Isa.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

Other Parties

Party name	Kalkadoon Native Title Aboriginal Corporation RNTBC
Contact address	c/- Queensland South Native Title Services Ltd Level 10, 307 Queen Street Brisbane QLD 4000

Party name Kalkadoon Community Pty Ltd
Contact address c/- Queensland South Native Title Services Ltd
Level 10, 307 Queen Street
Brisbane QLD 4000

Party name Queensland South Native Title Services Ltd
Contact address Level 10, 307 Queen Street
Brisbane QLD 4000

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 17 (Registration of Agreement) commence on the Execution Date [this is 19 December 2013].

3.2 The remaining clauses of this Agreement commence on Registration.

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 creation of the Leichardt River Reserve and all subsequent interests granted over the Leichardt River Reserve; and

(b) Any interests created on the understanding that native title had been extinguished by Crown to Crown grants if that assessment was incorrect including, but not limited to, interests over lot 61 on SP136478, lot 7 on TG37, lot 201 on SP136477, Lot 342 on SP136492 and lot 7 on GR48.

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.

5.6 The parties agree that any Surrender over a Surrender Area or a Potential Surrender Area permanently extinguishes all Native Title Rights and Interests in the area of the Surrender from the date the Surrender takes effect.

'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 6.

[A copy of Schedule 6 is attached to this register extract.]

Attachments to the entry

[QI2013_088 Schedules 1 and 2 Map and Description of Agreement Area.pdf](#)
[QI2013_088 Schedule 6 Agreed Acts.pdf](#)