



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/088
Short name	Blackwater ILUA
ILUA type	Area Agreement
Date registered	18/05/2016
State/territory	Queensland
Local government region	Central Highlands Regional Council

Description of the area covered by the agreement

Clause 1 defines "Agreement Area" as the land and waters depicted and described in Schedule 1.

[A written description and map of the agreement area is contained 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 various lots within the townsite of Blackwater (18 lots).]

Parties to agreement

Applicant

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

Other Parties

Party name	Lynette Gail Blucher, Viola Joy Sheridan, Robert Kerry Toby (Junior), Lynette Ann Anderson, Lillian May Harrison, Rodney John Jarro, Margaret Jennifer Kemp and Kevina Fay Suey on their own behalf and on behalf of the Gaangalu Nation People
Contact address	c/- D&G Lawyers PO Box 1830 Aitkenvale QLD 4814

Party name Gaangalu Nation People (GNP) Holdings Pty Ltd as trustee of the Gaangalu Nation People (GNP) Trust

Contact address c/- D&G Lawyers
PO Box 1830
Aitkenvale QLD 4814

Party name Minister for Economic Development Queensland

Contact address c/- Executive Director - EDQ Regional and Residential
Development
GPO Box 2202
Brisbane QLD 4001

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 12 (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.

"Execution Date" means the date the parties sign 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 agree to the validation of any Future Acts done prior to Registration 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 agreement at clause 5.1 includes but is not limited to any of the Agreed Acts which are also Future Acts and are done prior to Registration.

5.3 The parties consent to the doing of the Agreed Acts to the extent that they are Future Acts.

5.6 The parties agree that any Surrender permanently extinguishes all Native Title Rights and Interests in the Surrender Area from the date the Surrender takes effect.

5.7 To the extent that any of the Agreed Acts are (apart from Subdivision E, Division 3, Part 2 of the NTA) Future Acts to which Subdivision P, Division 3, Part of the NTA applies, the parties agree that Subdivision P is not intended to apply.

6.5 In accordance with clause 5.3 the Native Title Parties consent to a Surrender in relation to any Revenue Share Lot which is sold in accordance with this clause 6, to take effect immediately prior to the issue of the deed of grant.

"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 3;

"NTA" means the Native Title Act 1993 (Cth).

"Prior Extinguishing Events" means

(a) the grant of special lease No. 17664 over Portion 15, Parish of Blackwater, County of Humboldt on 13 September 1951; and

(b) the resumption under s 306 of the Land Act 1962 of an area of about 164 hectares, being part of the land contained in Cardona Pastoral Holding as shown on plan RX831, set out in

proclamation dated 15 January 1981 and published in the Queensland Government Gazette on 17 January 1981;

“Revenue Share Lots” means those lots identified in Schedule 2 (excluding any part of those lots covered by the Prior Extinguishing Events) and:

- (a) where the Revenue Share Lot consists of an entire lot listed in Schedule 1, the Revenue Share Lot is depicted in the map in Schedule 1; or
- (b) where the Revenue Share Lot consists of part of a lot listed in Schedule 1, the Revenue Share Lot is as depicted in the indicative map in Schedule 2, with the precise boundaries of the Revenue Share Lot to be defined by a survey plan obtained by the MEDQ prior to the date of the Revenue Share Lot is sold in accordance with the process set out in clause 6.

“Surrender Area” means any Revenue Share Lot which is sold in accordance with the process set out in clause 6 which, in the case of a Revenue Share Lot referred to in paragraph (b) of the definition of ‘Revenue Share Lot’ in this clause 1, will be defined by a survey prior to the sale of the Revenue Share Lot.

Schedule 3 - Agreed Acts

1. The Surrender of all native title rights and interests to the State over the Revenue Share Lots which are sold in accordance with clause 6.
2. The grant of any interest, including a lease, over any Revenue Share Lot prior to the Revenue Share Lot being granted in fee simple.
3. All act [sic] incidental or necessary to give effect to or implement the above acts.

Attachments to the entry

[QI2015 088 Schedule 1 Part A Written Description of ILUA Area.pdf](#)

[QI2015 088 Schedule 1 Part B Maps of ILUA Area.pdf](#)