



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/014
Short name	Barada Barna People, Widi People and Local Government ILUA
ILUA type	Area Agreement
Date registered	30/08/2016
State/territory	Queensland
Local government region	Isaac Regional Council

Description of the area covered by the agreement

Schedule 2 of the agreement states that the agreement area includes all land and waters within the external boundary of native title determination application QUD380/2008 Barada Barna Peoples (QC2008/011); that is subject to native title determination application QUD492/2013 Widi People of the Nebo Estate #2 (QC2013/006).

[A map of the agreement area is contained in Schedule 3 of the agreement. A copy of Schedules 2 and 3 are 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 861 sq km, located approximately 60 km south of Mackay in the vicinity of Nebo.]

Parties to agreement

Applicant

Party name	Isaac Regional Council
Contact address	c/- Gilkerson Legal GPO Box 12543 Brisbane Queensland 4000

Other Parties

Party name	Les Budby and Cecil Brown Jnr on behalf of the Barada Barna People
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Contact address c/- Dillon Bowers Lawyers
Blackwood House
62 Blackwood Street
Townsville Queensland 4810

Party name Eileen Beryl Pegler, Paul Royce Butterworth, Lorraine Joyce McLennan, Ronald Jock Watson, Kenneth Stewart Peters Dodd, Graham Ian Sauney, Oswald Alfred Skeen, Athol Noel Goltz, Linda Wailu (nee Budby), Marilyn Joyce Elizabeth Duncan on behalf of the Widi People of the Nebo Estate #2

Contact address c/- North Queensland Land Council
Level 10
61-73 Sturt Street
Townsville Queensland 4810

Party name Barada Barna People Aboriginal Corporation

Contact address c/- Dillon Bowers Lawyers
Blackwood House
62 Blackwood Street
Townsville Queensland 4810

Party name Gangali Narra Widi Aboriginal Corporation

Contact address c/- North Queensland Land Council
Level 10
61-73 Sturt Street
Townsville Queensland 4810

Period in which the agreement will operate

Start date not specified

End date not specified

2.1 Part 1 commences on the Execution Date.

2.2 Part 1 applies indefinitely unless and until the Agreement is Terminated.

16.1 This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until the Agreement is Terminated.

"Execution Date" means the date that the last Party signs the Agreement.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

37.2 Part 2 Division 3 Subdivision P of the [Native Title Act 1993 (Cth)] (which relates to the right to negotiate) does not apply to any Future Acts covered by the Agreement.

40.1 A Future Act is covered by the Agreement where it is expressly or impliedly done in a manner consistent with the Agreement.

40.2 A Future Act is not covered by the Agreement where:-

(a) it is not done in a manner consistent with the Agreement; or

(b) the Local Government state, or otherwise indicate, that it is not covered by the Agreement.

43.1 The Parties consent to any Activity which has a Low Native Title Impact [Schedule 7 sets

out Low Native Title Impact Activities. A copy of Schedule 7 is attached to this register extract.]

43.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact [Schedule 8 sets out High Native Title Impact Activities. A copy of Schedule 8 is attached to this register extract.]

43.4 The conditions are that the Local Government proposing the Activity satisfies one of the following:-

(a) The Local Government:

(i) gives a Notice to the Native Title Party or the Native Title Party's Representative in accordance with paragraph 44.1(a); and

(ii) completes Consultation in accordance with paragraph 44.1(b).

(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in clause 59):

(i) the Local Government gives a list of capital works involving the Activity under paragraph 59.6(e); and

(ii) consensus is reached under paragraph 59.6(f) about the Activity being carried out.

Attachments to the entry

[QI2016_014 Schedule 2 Description of Agreement Area.pdf](#)

[QI2016_014 Schedule 3 Map of Agreement Area.pdf](#)

[QI2016_014 Schedule 7 Low native title impact activities.pdf](#)

[QI2016_014 Schedule 8 High native title impact activities.pdf](#)