



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/132
Short name	Bularnu Waluwarra and Wangkayujuru People and Local Government ILUA
ILUA type	Area Agreement
Date registered	21/05/2013
State/territory	Queensland
Local government region	Boulia Shire Council, Cloncurry Shire Council, Mount Isa City Council

Description of the area covered by the agreement

"ILUA Area" means the area described in writing in Schedule 2 including all of the land and waters within the Claim Area shown on the map marked "ILUA Area" in Schedule 3 which does not overlap with any other native title claim.

[A copy of Schedule 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:

Agreement area covers about 23,615 sq km, situated north-west of Boulia and extending about 176 km north from the Donohue Highway and east from the Northern Territory border to Dajarra].

Parties to agreement

Applicant

Party name	Boulia Shire Council
Contact address	c/- Gilkerson Legal GPO Box 12543 Brisbane QLD 4003

Party name	Cloncurry Shire Council
Contact address	c/- Gilkerson Legal GPO Box 12543 Brisbane QLD 4003

Party name Mount Isa City Council
Contact address c/- Gilkerson Legal
GPO Box 12543
Brisbane QLD 4003

Other Parties

Party name Mavis Sarmardin, David Riley, Marlene Speechley, Elizabeth Dempsey, Thelma Parker and Charles Page Jnr. on behalf of the Bularnu Waluwarra and Wangkayujuru Peoples #1 and Bularnu Waluwarra and Wangkayujuru Peoples #2.
Contact address c/- Queensland South Native Title Services
PO Box 10832
Adelaide St
Brisbane QLD 4000

Party name Bularnu Waluwarra Wangkayujuru Aboriginal Corporation
Contact address c/- Queensland South Native Title Services
PO Box 10832
Adelaide St
Brisbane QLD 4000

Period in which the agreement will operate

Start date 12/12/2012
End date not specified

Schedule 1

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

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 .

17.1 The Agreement may be Terminated by agreement in writing of the Parties.

17.2 Where:-

(a) the Native Title Claims:-

i) results in an Unsuccessful Determination; or

ii) is either struck out, dismissed or discontinued; and

(b) a native title claim is made on behalf of persons other than the Bularnu Waluwarra and Wangkayujuru Peoples over the ILUA Area and is included in the Register of Native Title Claims any Party may:-

(c) request the other Parties to consult about the change in circumstances brought about by another native title claim being included in the Register of Native Title Claims ; or

(d) Terminate the Agreement by giving Notice in writing to each of the other Parties , in which case:

i) where the Native Title Party gives Notice to the Local Governments - the Agreement is Terminated when the last Notice is received by the Local Governments; or

ii) where one or more Local Governments give Notice to the Native Title Party - the Agreement is Terminated when the first Notice is received by the Native Title Party .

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

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

Note: The Agreement will not cover the freeholding of land by the State of Queensland to a Local Government. That would require Native Title to either be compulsorily acquired or surrendered under an indigenous land use agreement to which the State of Queensland is a party. However paragraph 65.1(a) of the Agreement does contain a procedure under which compulsory acquisitions of Native Title may sometimes be undertaken on an agreed basis.

43.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 8).

43.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact.

44.1 Where a condition applicable to a Particular Future Act is satisfied, the Parties consent to the Particular Future Act (they are described in Schedule 9).

Schedule 1:

"Activity" and "Activities" has the widest possible meaning and includes any activity (including any construction and ground disturbing activity), action, undertaking, dealing, grant, approval, consent and agreement.

"Low Native Title Impact" in relation to an Activity, refers to anything which is included in, or covered by, any of the classes of Activities contained in Schedule 8 [Schedule 8 is attached to this register extract].

"Particular Future Act" means any Future Act described in Schedule 9 [Schedule 9 is attached to this register extract].

Attachments to the entry

QI2012_132 - Map of the agreement area.pdf

QI2012_132 - Schedule 2 Written description of agreement area.pdf

QI2012_132 - Schedule 8 Low Native Title Impact Activities.pdf

QI2012_132 - Schedule 9 Particular Future Acts.pdf