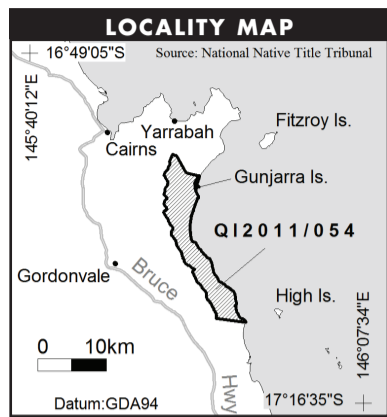


# Notice of applications to register area agreements on the Register of Indigenous Land Use Agreements

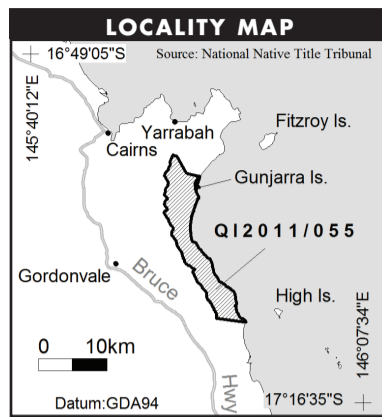
State of Queensland  
Notification day: 16 November 2011



## QI2011/054 Combined Mandingalbay Yidinji Gunggandji Yarrabah Blockholders ILUA

### Description of the agreement area:

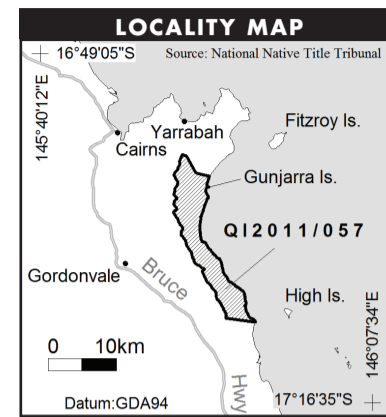
The area subject to this agreement covers about 80 square kilometers, located approximately 10 kilometres south east of Cairns and includes Gunjarra Island as shown on the locality map. The agreement falls within the Local Government Authority of the Yarrabah Aboriginal Shire Council.



## QI2011/055 Combined Mandingalbay Yidinji Gunggandji Yarrabah DOGIT Transfer ILUA

### Description of the agreement area:

The area subject to this agreement covers about 80 square kilometers, located approximately 10 kilometres south east of Cairns and includes Gunjarra Island as shown on the locality map. The agreement falls within the Local Government Authority of the Yarrabah Aboriginal Shire Council.



## QI2011/057 Combined Mandingalbay Yidinji Gunggandji and Yarrabah Local Government ILUA

### Description of the agreement area:

The area subject to this agreement covers about 80 square kilometers, located approximately 10 kilometres south east of Cairns and includes Gunjarra Island as shown on the locality map. The agreement falls within the Local Government Authority of the Yarrabah Aboriginal Shire Council.

### Parties to the agreements and their contact address:

State of Queensland [Party to QI2011/054 and QI2011/055]  
Aboriginal and Torres Strait Islander Land Services Department of Environment and Resource Management  
GPO Box 2454  
BRISBANE QLD 4001

Les Murgha and Charles Garling on their own behalf and on behalf of the Gunggandji People and Vincent Mundraby on his own behalf and on behalf of the Mandingalbay Yidinji People [Party to QI2011/054 and QI2011/055]  
C/- North Queensland Land Council  
PO Box 679N  
CAIRNS QLD 4870

Les Murgha, Vincent Mundraby and Charles Garling on behalf of the Combined Mandingalbay Yidinji Gunggandji People for Native Title Determination Application QUD6016/01 [Party to QI2011/057]  
C/- North Queensland Land Council  
PO Box 679N  
CAIRNS QLD 4870

Yarrabah Aboriginal Shire Council [Party to QI2011/054, QI2011/055 and QI2011/057]  
C/- Bottoms English Lawyers  
PO Box 5196  
CAIRNS QLD 4870

### The agreements contain the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

#### QI2011/054 Combined Mandingalbay Yidinji Gunggandji People Yarrabah Blockholders ILUA

[References below to:

'Blockholder' means a person listed in column 5 of Schedule 4  
'Trustee' means the Yarrabah Aboriginal Shire Council as the trustee of the land included in the Yarrabah DOGIT dated 27 October 1986  
'Booklet' means the booklet of aerial photographs produced by the National Native Title Tribunal  
'Lease' means a lease, on the same or substantially similar terms to that contained in Schedule 3, to be granted under the Aboriginal Land Act 1991 for a term of 30 years  
'Opt in Deed' means the Deed set out in Schedule 2].

5.4 The parties consent, in accordance with the NTA, to the Trustee granting a Lease within the Agreement Area to a Blockholder: (a) for the purpose corresponding to that Blockholder as set out in column 9 of Schedule 4; (b) to a maximum lease area corresponding to that Blockholder as shown in column 8 of Schedule 4; and (c) consistent with the area for the Blockholder shown in the Booklet, if the Native Title Parties, the Trustee, the State and the relevant Blockholder execute the Opt in Deed.

5.5 The parties consent, in accordance with the NTA, to the Trustee granting a Lease, over land within the Agreement Area if the process [for consent] set out in clause 11 [of the Agreement] has been followed and the Native Title Parties, or their nominated entity have provided the consent or there is a deemed consent pursuant to clause 11.5 or clause 11.6 [of the Agreement].

5.6 The parties consent, in accordance with the NTA, to those Blockholder Parties who are granted a Lease, using and maintaining existing forms of access to those lease areas.

5.10 Subdivision P, Division 3, Part 2 of the NTA [which deals with the right to negotiate] is not intended to apply to the grant of Leases.

#### QI2011/055 Combined Mandingalbay Yidinji Gunggandji People Yarrabah DOGIT Transfer ILUA

[References below to:

'ALA' means the Aboriginal Land Act 1991(Qld)  
'ALA Transfer Area' means the area of land and waters described and shown on the map in Schedule 2 of the Agreement 'Aboriginal Land' has the meaning given in the ALA].

5.1 The parties consent, in accordance with the NTA, to the ALA Transfer Area being granted as Aboriginal Land.

5.10 Subdivision P, Division 3, Part 2 of the NTA [which deals with the right to negotiate] is not intended to apply to the grant of the ALA Transfer Area as Aboriginal Land.

#### QI2011/057 Combined Mandingalbay Yidinji Gunggandji People Yarrabah Local Government ILUA

[References below to:

'Execution Date' means the date that the last Party signs the Agreement  
'Natural Resources' includes Quarry Materials, timber and water].

27.2 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 or Activities covered by this Agreement.

31.1 The Native Title Party consents to a Low Native Title Impact Activity (they are described in Schedule 6).

32.1 Where the conditions in [sub-clause 32.2 of the Agreement] are satisfied, the Native Title Party consents to a High Native Title Impact Activity (they are described in Schedule 7).

33.1 Where a condition applicable to a Particular Future Act is satisfied, the Native Title Party consent to the Particular Future Act (they are described in Schedule 8).

34.1 The Parties agree that Acts Already Done in the classes described in Schedule 9: (a) have been done validly and are valid for Native Title purposes; and (b) have not Extinguished any Native Title.

34.2 A Future Act which was invalidly done before the Execution Date and which is not an Intermediate Period Act under the Native Title Act, is validated.

35.2 The Native Title Party consents to the continued operation, use, access to and maintenance of the existing Non-extinguishing Infrastructure and Extinguishing Infrastructure provided that the Local Government complies with Part 4 [of the Agreement].

35.3 The Native Title Party consents to the continued use of: (a) the land or waters on which existing Non-extinguishing Infrastructure and Extinguishing Infrastructure is located; and (b) any land or waters which is adjacent to the land on which existing Non-extinguishing Infrastructure is located which is necessary for, or incidental to, the operation, use and maintenance of the Non-extinguishing Infrastructure and Extinguishing Infrastructure.

36.1 The Native Title Party consents to: (a) the operation and maintenance by or on behalf of the Local Government; (b) the use by the public; and (c) the dedication by the Minister of all Constructed Roads within the ILUA Area as at the Execution Date to a width up to thirty (30) metres.

36.3 The Native Title Party Consents to: (a) the operation and maintenance by or on behalf of the Local Government; (b) the use by the public; and (c) to the extent that the off-alignment roads are constructed outside of the area of land dedicated, declared, notified or taken for public use as a road, the dedication by the Minister, of the area of land over which the off-alignment roads are constructed to a width up to thirty (30) metres.

[The roads and tracks shown on the map in Schedule 18 are the subject of clauses 36.1 and 36.3]

39.1 The Native Title Party consents to the Local Government taking Natural Resources within the ILUA Area for the purposes of the Activities conducted by the Local Government.

### Objections to the registration of an ILUA where the application for registration has been certified:

These three applications for registration of indigenous land use agreements (ILUAs) have been certified by the North Queensland Land Council, the representative body for the area concerned. The area covered by each agreement is shown in the respective maps. Any person claiming to hold native title to any part of the areas covered by any of the agreements may object in writing within the notice period to the registration of the agreements if they think that the applications to register the ILUAs have not been properly certified.

If you wish to object to the registration of any of the agreements (and you hold or claim to hold native title in any part of the areas covered by the agreements) you may only object for one reason: in your view, the applications to register the ILUAs have not been properly certified, as stated in section 203BE(5)(a) and (b) of the Native Title Act 1993 (Cwlth).

You must make this objection in writing and send it to the Native Title Registrar, National Native Title Tribunal, PO Box 9973, Cairns, Qld, 4870 by 16 February 2012.

Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

**Data statement:** agreement area boundaries compiled by the National Native Title Tribunal based on data sourced from and with permission of the Department of Environment and Resource Management. Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, call Louise Doyle on freecall 1800 640 501 or visit [www.nntt.gov.au](http://www.nntt.gov.au).

AG54755

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