



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/039
Short name	Yirendali People Claim Resolution ILUA
ILUA type	Area Agreement
Date registered	02/12/2016
State/territory	Queensland
Local government region	Charters Towers Regional Council, Flinders Shire Council, Richmond Shire Council

Description of the area covered by the agreement

Clause 1 defines Agreement Area as the land and waters described in Part A of Schedule 1 and depicted within the boundary labeled 'Yirendali Claim Boundary' on the map in Part B of Schedule 1. To the extent of any inconsistency the written description prevails.

[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 about 40,365 sq km in the vicinity of Hughenden].

Parties to agreement

Applicant

Party name	State of Queensland (acting through the Department of Natural Resources and Mines)
Contact address	Aboriginal and Torres Strait Islander Land Services PO Box 15216 City East Brisbane QLD 4001

Other Parties

Party name	James Hill, Martina Jacobs and Jeffrey Lammermoor on their own behalf and on behalf of the Yirendali People
Contact address	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

Party name	Yirendali Aboriginal Corporation
Contact address	c/- Dillon Bowers Lawyers PO Box 626 Townsville QLD 4810

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 16 (Registration of Agreement) commence on the Execution Date [27 June 2016].

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.

3.4 This Agreement may be terminated by written agreement executed by the parties.

3.5 A party may only notify the Registrar in writing pursuant to section 199C(1)(c)(i) of the NTA that this Agreement has expired if:

(a) each party has agreed in writing that the Agreement has so expired; or

(b) if the parties are unable to agree that the Agreement has so expired, any Dispute about that disagreement has been resolved in accordance with clause 20.

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

5.1 The parties consent to the Surrender.

5.2 The Surrender will take effect upon Registration.

5.3 The parties agree that the Surrender is intended to extinguish any Native Title that may exist in relation to the Agreement Area.

5.4 Subdivision P, Part 2, Division 3 of the NTA is not intended to apply to the Surrender.

5.6 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. This clause is a statement for the purposes of section 24EBA(1)(a) of the NTA.

Clause 1 defines Surrender as meaning the surrender to the State (and the permanent extinguishment of) any Native Title in relation to the Agreement Area.

Attachments to the entry

[QI2016_039 Schedule 1 Written Description and Map of Agreement Area.pdf](#)