



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2001/028
<b>Short name</b>	Winton ILUA - Maiawali and Karuwali People
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	13/06/2002
<b>State/territory</b>	Queensland
<b>Local government region</b>	Barcoo Shire Council, Diamantina Shire Council, Longreach Regional Council, Winton Shire Council

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### Description of the area covered by the agreement

The area is located to the south west of Winton, approximately 270km south east of Mt Isa and covers an area of about 49,110 sq km.

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	C/- Executive Director, Native Title Services, Department of the Premier and Cabinet, PO Box 185 Brisbane, Albert Street QLD 4002

#### *Other Parties*

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<b>Party name</b>	Ella Teresa Gordon, Janet McCabe, John Harry McCabe and Joslin Eatts (the Native Title parties) on their own behalf and on behalf of the Maiawali and Karuwali People (the Native Title Group)
<b>Contact address</b>	C/- Chief Executive Officer, Gurang Land Council (Aboriginal Corporation), PO Box 1551 Bundaberg QLD 4670

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<b>Party name</b>	Name withheld for cultural reasons.
<b>Contact address</b>	C/- Chief Executive Officer, Gurang Land Council (Aboriginal Corporation), PO Box 1551 Bundaberg QLD 4670

<b>Party name</b>	Gurang Land Council (Aboriginal Corporation)
<b>Contact address</b>	C/- Chief Executive Officer, Gurang Land Council (Aboriginal Corporation), PO Box 1551 Bundaberg QLD 4670
<b>Party name</b>	Queensland Boulder Opal Association
<b>Contact address</b>	Winton Branch, PO Box 334 Winton QLD 4735
<b>Period in which the agreement will operate</b>	
<b>Start date</b>	20/11/2001
<b>End date</b>	20/11/2011

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

5.3(b) Right to Negotiate Provisions of NTA not intended to apply

For the purposes of s24EB (1)(c) of the NTA, the Parties intend that the Right to Negotiate Procedure is not to apply to the grant of a Prospecting Permit, Exploration Permit, Mining Claim or Mining Lease made in accordance with the processes provided for under this Agreement.

9.1 The Native Title Parties consent to the Future Acts described in clauses 9.2 to 9.6

#### **9.2 Prospecting Permits**

The Native Title Parties consent to the grant of a Prospecting Permit to a Grantee Party and the exercise of rights under the Prospecting Permit by the Grantee Party provided that:

- (a) the Prospecting Permit is granted:
1. for the purpose of prospecting for opal only;
  2. for a term no greater than 3 months;
- (b) the Prospecting Permit contains the Native Title Conditions for Prospecting Permits; and
- (c) the Grantee Party has paid the amount required to be paid under clause 14 for the grant of a Prospecting Permit.

#### **9.3 Exploration Permits**

The Native Title Parties consent to the grant of an Exploration Permit to a Grantee Party and the exercise of rights and interests under the Exploration Permit by the Grantee Party provided that:

- (a) the Exploration Permit is granted:
1. for the purpose of exploring for opal only;
  2. for a term no greater than 12 months;
  3. for an area no greater than 4 sub-blocks if the Permit Area is to be inside Restricted Area 257;
  4. for an area no greater than 8 sub-blocks if the Permit Area is to be outside Restricted Area 257; and
  5. on the condition that a Grantee Party may only hold 2 Exploration Permits within the Area at any one time;
- (b) the Exploration Permit contains the Native Title Conditions for Exploration Permits; and
- (c) the Grantee Party has paid the amount required to be paid under clause 14 for the grant of an Exploration Permit.

#### 9.4 Mining Claims or Mining Leases

The Native Title Parties consent to the grant of a Mining Claim to a Grantee Party and the exercise of rights under the Mining Claim by the Grantee Party provided that:

- (a) the Mining Claim is granted:
1. for the purpose of mining and opal only;
  2. following compliance with Section 1 of the Native Title Conditions for Mining Claims and Mining Leases;
  3. for a term no greater than 5 years;
  4. for an area no greater than 30 metres by 30 metres if the Mining Area is to be inside Restricted Area 77; and
  5. for an area no greater than 1 hectare if the Mining Area is to be outside Restricted Area 77;
- (b) the Mining Claim contains Section 2 of the Native Title Conditions for Mining Claims and Mining Leases; and
- (c) the Grantee Party has paid the amount required to be paid under clause 14 for the grant of a Mining Claim; and

9.5 The Native Title Parties consent to the grant of a Mining Lease to a Grantee Party and the exercise of rights under the Mining Lease by the Grantee Party provided that:

- (a) the Mining Lease is granted:
1. for the purposes of mining and opal only;
  2. following compliance with Section 1 of the Native Title Conditions for Mining Claims and Mining Leases;
  3. for a term no greater than 10 years; and
  4. for an area no greater than 25 hectares;
- (b) the Mining Lease contains Section 2 of the Native Title Conditions for Mining Claims and Mining Leases; and
- (c) the Grantee Party has paid the amount required to be paid under clause 14 for the grant of a Mining Lease.

#### 9.6 Renewal of a Mining Claim or Mining Lease

The Native Title Parties consent to the renewal of a Mining Claim or Mining Lease if:

- (a) the renewed Mining Claim or Mining Lease continues to be subject to the conditions described in clause 9.4 and 9.5; and
- (b) the Grantee Party has complied with clause 14.1.

Schedule One of the Agreement contains the Native Title Conditions relating to Prospecting and Exploration Permits, and Mining Claims and Leases.

#### **Attachments to the entry**

Nil Attachments