



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2010/029
Short name	Jirrbal People and Tablelands Regional Council
ILUA type	Area Agreement
Date registered	07/02/2011
State/territory	Queensland
Local government region	Tablelands Regional Council

Description of the area covered by the agreement

"ILUA Area" means the area described in writing in Schedule 2 being 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.

"Claim Area" means all land and waters covered by the Native Title Claim as at the Execution Date.

"Native Title Claim" means the Jirrbal People #1 (QUD6001/03), Jirrbal People #2 (QUD41/04) and Jirrbal People #3 (QUD42/04) native title determination applications, as amended from time to time, and includes any native title determination application(s) with which the Native Title Claim is amalgamated.

Schedules 2 and 3 are attached to the Register.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement is covered by Native Title Applications Jirrbal People #1 (QUD6001/03), Jirrbal People #2 (QUD41/04) and Jirrbal People #3 (QUD42/04) within the Tablelands Regional Council local government area. Covering about 750 square kilometres, located west of Innisfail and Tully, south of Atherton in the vicinity of Ravenshoe.

Parties to agreement

Applicant

Party name	Tablelands Regional Council
Contact address	c/- MacDonnells Law GPO Box 79 BRISBANE QLD 4001

Other Parties

Party name	Jirrbal People
Contact address	c/- North Queensland Land Council PO Box 679N CAIRNS QLD 4870

Period in which the agreement will operate

Start date not specified

End Date not specified

Clause 16.1 of the agreement states that 'This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until Terminated'. The Execution Date is defined in the agreement as 'the date that the last Party signs the Agreement'.

Clause 16.2 of the agreement sets out circumstances under which various parts of the agreement would no longer apply.

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

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

36.2 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.

42. Native Title and Activities on Non-Freehold Land

Low Native Title Impact Activities

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

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

High Native Title Impact Activities

42.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 9).

42.4 The conditions are that the Local Government satisfies one of the following:-

(a) The Local Government:

(i) gives a Compliance Notice to the Native Title Party's Representative in accordance with Clause 45.1(a); and

(ii) completes Consultation in accordance with Clause 45.1(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 62), the Local Government:

(i) gives a list of capital works involving the Activity under Clause 62.6(d); and

(ii) consensus is reached under Clause 62.6(e) about the Activity Being carried out.

Distinction

42.5 For clarification, an Activity which has a Low Native Title Impact will not be an Activity which has a High Native Title Impact.

43. Consents to Particular Future Acts

43.1 Where a condition applicable to a Particular Future Act is satisfied, the Parties consent to the Particular Future Act (they are described in Schedule 10).

44. Validation of Acts Already Done (Past Acts)

44.1 The Parties agree that Acts Already Done in the classes described in Schedule 11:-

(a) have been done validly and are valid for Native Title purposes; and

(b) have not Extinguished any Native Title.

44.2 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.

Definitions:

"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.

"Acts Already Done" [as described in Schedule 11 of the agreement]:

1. Activities involving the construction outside a road reserve of all roads existing in the ILUA area on or before the Execution Date.

2. Activities involving the improvement or maintenance of land or waters in the ILUA Area by or on behalf of the Local Government on or before the Execution Date where the Activities were done for the public benefit and not on land or waters owned or controlled by the Local Government.

3. Activities involving the grant in the ILUA Area to the Local Government of an interest in land or waters or the statutory approval or gazettal for the benefit of the Local Government in the ILUA Area on or before the Execution Date except for a Previous Exclusive Possession Act and the compulsory acquisition of Native Title.

"Future Acts" has the same meaning as given in the Native Title Act.

"Particular Future Acts" [as described in Schedule 10 of the agreement]:

1. The Parties consent to the:-

(a) Dedication by the State of Queensland of a reserve for purposes over land described as Lots 701 and 702 on Plan H2531 parish of Herberton ("The Herberton Battery Site") under section 31 of the Land Act 1994 and the appointment of the Tablelands Regional Council as the Trustee of the Reserve under section 44 of the Land Act 1994;

(b) Use, management and operation of the Reserve for the purposes for which the Reserve is dedicated;
2. The Local Government will consult with the Native Title Party when preparing a draft management plan for the Reserve.

["Low Native Title Impact" and "High Native Title Impact" activities are defined in Schedules 8 and 9 of the agreement, respectively. Schedules 8 and 9 are attached to this register extract.]

Attachments to the entry

[QI2010_029 Schedule 2 - Written Description.pdf](#)

[QI2010_029 Schedule 3 - Map of Areas.pdf](#)

[QI2010_029 Schedule 8 - Low Native Title Impact Activities.pdf](#)

[QI2010_029 Schedule 9 - High Native Title Impact Activities.pdf](#)