



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2011/001
Short name	Palm Island Improved Land Management Practices ILUA
ILUA type	Area Agreement
Date registered	07/07/2011
State/territory	Queensland
Local government region	Palm Island Aboriginal Council

Description of the area covered by the agreement

ILUA area means the area described in Schedule 1, as shown on the maps [sic] in schedule 1. [Schedule 1 is attached to this extract].

Parties to agreement

Applicant

Party name	Palm Island Aboriginal Shire Council
Contact address	c/- Preston Law 1/59 McLeod Street Cairns QLD 4870

Other Parties

Party name	Manbarra Nanggarra Wanggarra Aboriginal Corporation (ICN 4290)
Contact address	Unit 31 184-188 Vickers Street Condon QLD 4815

Party name	Walter Palm Island, Allan Palm Island, Mahalingham Mabo and Nathaniel Surha on their own behalf and on behalf of the Manbarra People
Contact address	c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

- 3.1 Clauses 1 to 6 (excluding 4.4, 4.5 and 4.6) and 20 to 35 commence on the Commencement Date.
3.2 The remaining clauses commence on the Registration of the ILUA.
3.3 This ILUA terminates on the dissolution of the Council under the Local Government Act 2009 (Qld) or the occurrence of and Amalgamation of the Council.
3.4 To avoid any doubt, any Future Act undertaken in accordance with this ILUA prior to termination of the ILUA under clause 3.3 is Valid.

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

4.4 PROVISIONS FOR THE PURPOSE OF THE NATIVE TITLE ACT

Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to any Future Acts for which the Native Title parties have given consent under this ILUA.

7. EXISTING COUNCIL INFRASTRUCTURE

7.1 The Native Title Parties consent to the continued operation, use and maintenance of:-

- (a) the Non-Extinguishing Infrastructure;
- (b) the land on which the Non-Extinguishing Infrastructure is located on; and
- (c) any land or waters which is adjacent to the land on which the Non-Extinguishing Infrastructure is located which is necessary for, or incidental to, the operation of the Non-Extinguishing Infrastructure.

7.2 The Native Title Rights and Interests are suppressed to the extent of any inconsistency between the Native Title Rights and Interests and the operation, use or maintenance of the Non-Extinguishing Infrastructure.

8. FUTURE COUNCIL WORKS AND ACTIVITIES

8.1 The Parties acknowledge the Council's roles and responsibilities under the Local Government Act 2009 (QLD) and the responsibility of the Council to undertake Works or Activities within the ILUA Area for the benefit of the Palm Island Community.

8.2 In the event the Council wishes to construct or carry out Works or Activities in the ILUA Area in respect of which it has not already received consent under this ILUA, it may seek to obtain such consent by having the Works or Activities become an Approved Future Act by following the process set out in Schedule 3.

8.3 A Work or Activity is an Approved Future Act for the purposes of this ILUA if:-

- (a) it is described in a Proposed Activity Notice or Revised Activity Notice given to the Native Title Parties; and
- (b) either:-
 - (i) the Native Title Parties have given a Concurrence Notice; or
 - (ii) consent is deemed to be given under paragraph 10 of Schedule 3.

8.4 If requested by Council, the Native Title Parties will provide all reasonable assistance to Council in securing the agreement of any Registered Native Title Body Corporate for the ILUA Area to the doing of Approved Future Acts.

8.5 The Parties consent to the doing of Approved Future Acts.

8.6 This clause does not apply to any part of the ILUA Area where Native Title Rights and Interests have been extinguished or determined not to exist.

8.7 The Council as part of project planning for Council Works or Activities (where State or Commonwealth funding is to be sought) will meet with the Native Title Parties for the purposes of ascertaining the Native Title Parties costs for assessing the Works or Activities and their potential impact (if any) on any native title rights and interests or Aboriginal Cultural Heritage. The amount of costs are to be included in any funding submission for the Works or Activities.

9. MINOR WORKS OR ACTIVITIES

9.1 The Parties consent to the construction or carrying out of Minor Works or Activities on the conditions described in Schedule 4.

9.2 This clause does not apply to any part of the ILUA Area where Native Title Rights and Interests have been extinguished or determined not to exist.

10. ROAD OPENING AND ROAD CLOSURE AREAS

10.1 The Native Title Parties consent to:-

- (a) the operation and maintenance by or on behalf of the Council;
- (b) the use by the public; and
- (c) the dedication by the Minister, of the Road Opening Areas.

10.2 The Council will, as soon as practicable following the completion of all necessary survey work, apply to the Minister to permanently close, by gazette notice, under section 98 of the Land Act 1994 (Qld) all road closure areas, and upon the closure of any road within the Road Closure Area, the land previously subject to the road may be dealt with under section 108 of the Land Act 1994 (Qld) and may, at the discretion of the State, be incorporated into the adjoining tenure.

12. CONSENT TO AGREED LEASING ACTS

12.1 Subject to 12.2, the Parties consent to the Agreed Leasing Acts within the Town Area, to extent they are Future Acts.

12.2 The Council must not grant a Trustee Aboriginal Lease for:

- (a) a commercial purpose exceeding 30 years within the Town Area;
- (b) for scientific, research or similar purposes unless Council has followed the procedure set out in Schedule 3 so far as it relates to an Occupancy Interest.

12.3 Subject to clause 12.4, the Parties agree to validate the grant of any lease granted by the Council within the Town Area from the Commencement Date to the date that the ILUA is registered on the Register.

12.4 Prior to granting a lease to which clause 12.3 applies, the Council will give the Native Title Parties notice of the proposed grant of the lease and take into account any comments received from the Native Title Parties which are provided within 14 days of the giving of notice.

13. TRUSTEE ABORIGINAL LEASE TO MANBARRA ENTITY

13.1 The Native Title Parties consent to the grant of a Trustee Aboriginal Lease under the ALA by the Council to an entity nominated by the Native Title Parties over the North East Bay Area for cultural, residential and commercial purposes for a period up to and including 99 years.

13.2 The Parties acknowledge that the grant of the Trustee Aboriginal Lease by Council is subject to the Native Title Parties or the entity nominated by the Native Title Parties meeting all statutory requirements set out in the ALA in relation to the grant of Trustee Aboriginal Lease by Council.

13.3 The Council agrees to grant the Trustee Aboriginal Lease over the North East Bay Area to the entity nominated by the Native Title Parties within three months of the Native Title Parties meeting the requirements of clause 13.2.

17. PALM ISLAND COMMUNITY INFRASTRUCTURE

The Native Title Parties consent to the development of Palm Island Community Infrastructure within the Town Area.

Definitions

"Agreed Leasing Acts" means:

(a) the grant by the Council of any Lease or any amended or renewed Lease or the grant of any sublease of a Lease;

(b) the transfer of any Lease;

(c) the registration of any Lease or any amended, renewed or transferred Lease or any sublease of a Lease under the Land Act 1994;

(d) the doing of any activity permitted by any Lease, including the construction of any buildings, the clearing of any land, the use of any buildings and land and the creation of any interests;

"Approved Future Act" has the meaning in clause 8.3;

'Commencement Date' means the date this ILUA is signed by the last of the parties;

"Extinguishing Infrastructure" means Council Infrastructure that:-

(a) was validly constructed or established within the ILUA Area on or before 23 December 1996; and

(b) constitutes a Public Work;

"Future Act" has the meaning given in the NTA;

"ILUA" means this Indigenous Land Use Agreement, all schedules attached to it and as provided for under the NTA.

"ILUA Area" means the area described in Schedule 1, as shown on the maps in Schedule 1;

"Minor Works or Activities" means the acts described in Clause 9 and Schedule 4;

"Occupancy Interest" means an easement, lease, licence, permit or other authority to use or occupy land granted, given or issued under a Law of the State and the Commonwealth;

"Palm Island Community Infrastructure" means infrastructure of the type mentioned in Schedule 7;

"Proposed Activity Notice" means a notice to do a Work or Activity under paragraph 2 of Schedule 3 and contained in Schedule 12(a);

"Revised Activity Notice" means a notice given under paragraph 12 of Schedule 3 and contained in Schedule 12(d);

"Road Closure Areas" means the areas described in Schedule 5, Sheet 21;

"Road Opening Areas" means the roads identified in Schedule 5, Sheets 1 to 20;

"Trustee Aboriginal Lease" has the meaning given in section 83R of the ALA;

'Town Area' means the area described in Schedule 2, Part A and B being proposed Lot 38 on SP236064;

"Works or Activities" means any Council Infrastructure or the grant of an Occupancy Interest that Council may provide or undertake as a local government after the Commencement Date other than Minor Works or Activities.

Attachments to the entry

[QI2011-001 Written Description of ILUA Area.pdf](#)

[QI2011_001 Map of ILUA Area.pdf](#)