



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2011/006
<b>Short name</b>	Djiru People Tenure Resolution ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	22/08/2011
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cassowary Coast Regional Council

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## Description of the area covered by the agreement

Agreement Area means the area described in Schedule 1, as shown on Map 1.

The written description and map contained in Schedule 1 of the agreement 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 covers about 183 hectares and is located over various lots in the area to the east of Tully.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	c/- Crown Law State Law Building Level 11 50 Ann Street BRISBANE QLD 4000

### *Other Parties*

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<b>Party name</b>	Dawn Hart, John Clumpoint, Charity Ryan, Beryl Buller, Rae Kelly, Margaret Murray and John Andy
<b>Contact address</b>	c/- North Queensland Land Council Native Title Representative Body Aboriginal Corporation 61 Anderson Street CAIRNS QLD 4870

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<b>Party name</b>	Djiru Warrangburra Aboriginal Corporation (ICN7257)
<b>Contact address</b>	c/- North Queensland Land Council Native Title Representative Body Aboriginal Corporation 61 Anderson Street CAIRNS QLD 4870

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

Clause 4 of the agreement provides the following in relation to the operating period:

4.1 Subject to clause 4.2 this Agreement commences upon Registration.

4.2 Clauses 2 (authority to enter into agreement), 4 (commencement and termination of agreement), 7 (registration as an area agreement) and 29 (confidentiality) commence upon the Execution Date.

4.3 This Agreement may be terminated by written agreement executed by each party.

4.4 If this Agreement terminates, clauses 5 (consent and validation), 19 (compensation), 20 (indemnity), 21 (release and waiver) and 29 (confidentiality) will continue to apply.

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

### 5. Consent to and Validation of Agreed Acts

5.1 The parties:

(a) consent to the doing of the Agreed Acts; and

(b) agree to the validation of any invalid acts done on the Agreement Area prior to Registration, to the extent that they are Future Acts.

### 6. Right to Negotiate

6.1 To avoid any doubt, Part 2, Division 3, Subdivision P of the NTA does not apply to the Agreed Acts.

### 9. Surrender of Native Title

9.1 The Surrender is intended to extinguish any Native Title that may exist in relation to the Surrender Area.

Definitions:

"Agreed Acts" means all acts necessary to give effect to this Agreement and the Conservation Agreement including:

(a) the Surrender;

(b) the declaration of the ALA Freehold Area as Transferable Land ;

(c) the grant of the ALA Freehold Area and the Transferable ALA Freehold Area to the ALA Grantee under the ALA;

(d) entering into and being bound by the Conservation Agreement;

(e) the dedication, use and management of the National Park Area as a national park under the NCA;

(f) the declaration, use and management of the Nature Refuge Area as nature refuge under the NCA;

(g) the dedication, use and management (including the construction of infrastructure that is consistent with the dedicated purposes) of the Reserve Area as reserves under the Land Act;

(h) in regard to the Future Tenure Area, either;

(i) the grant of a lease under the Land Act and all things authorised under the lease ; or

(ii) dedication, use and management as Road for public use under the Land Act;

(i) the doing of any activities by DERM in accordance with clause 16 (activities of DERM on the National Park Area); and

(j) all acts necessary to give effect to the above acts.

Definitions:

"Agreement" means the ILUA document and all schedules to it;

"Agreement Area" means the area described in Schedule 1, as shown on Map 1 of the agreement, which is attached to the Register;

"ALA" means the Aboriginal Land Act 1991 (Qld);

"ALA Freehold Area" means the area described in Schedule 1, as shown on Map 1 of the agreement, which is attached to the Register;

"ALA Grantee" means if there is a Registered Native Title Body Corporate for the Determination – the Corporation as Registered Native Title Body Corporate for the Determination, or if there is not a Registered Native Title Body Corporate for the Determination;

"Conservation Agreement" means a conservation agreement under the NCA in substantially the same terms as the draft agreement at Schedule 10 of the agreement (not attached to the Register);

"Conservation Agreement Area" is identified on Map 1 of the agreement, which is attached to the Register.

"DERM" means the State acting through the Department of Environment and Resource Management and any other department from time to time declared to have the functions of that department;

"Determination" means the determination of native title application QUD 6006 of 2003 by the Federal Court of Australia;

"Execution Date" means the day on which the agreement is executed by the parties and if executed on different days, the later of those days;

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

"Future Tenure Area" is identified on Map 1 of the agreement, which is attached to the Register;

"Land Act" means the Land Act 1994 (Qld);

"National Park Area" is identified on Map 1 of the agreement, which is attached to the Register;

"Native Title" has the meaning given in the NTA;

"Nature Refuge Area" is identified on Map 1 of the agreement, which is attached to the Register; "NCA" means the

Nature Conservation Act 1992 (Cth);

"NTA" means the Native Title Act 1993 (Cth);

"Registered Native Title Body Corporate" has the meaning given in the NTA;

"Registration" means the date on which the agreement is entered on the Register;

"Reserve Area" is identified on Map 1 of the agreement, which is attached to the Register;

"Road" has the meaning given in the Land Act;

"Surrender" means the surrender of Native Title in relation to the Surrender Area to the State; "Surrender Area" means the area described in Schedule 2 as shown on Map 2 of the agreement, which is attached to the Register;

"Transferable ALA Freehold Area" means the area described in Schedule 4 as shown on Map 1 of the agreement, which is attached to the Register; and

"Transferable Land" has the same meaning given in the ALA.

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

[Schedule 1 - The Agreement Area written description.pdf](#)

[Map 1 - The Agreement Area.pdf](#)

[Schedule 2 - The Surrender Area written description.pdf](#)

[Map 2 - The Surrender Area and the Freehold Area.pdf](#)