



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2011/026
Short name	Woorabinda Rehabilitation Facility ILUA
ILUA type	Area Agreement
Date registered	14/11/2011
State/territory	Queensland
Local government region	Woorabinda Aboriginal Shire Council

Description of the area covered by the agreement

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

Clause 1.1: Agreement Area means the land or waters as described in Schedule 2 and delineated by the map in Schedule 3.

Schedule 2: 'Lease F' on Lot 6 WNA 141, located on Munns Drive, Woorabinda as shown on Survey Plan 237572.

[A copy of the map in Schedule 3 of the agreement is provided as an attachment to the Register.]

Parties to agreement

Applicant

Party name	Central Queensland Indigenous Development Limited
Contact address	c/- p & e Law PO Box 2337 CAIRNS QLD 4870

Other Parties

Party name	Royce Richardson, Pamela Hegarty, Lillian Harrison, Steven Freeman, Sharyn Blair, Diane Evans and Edgar Freeman on their own behalf and on behalf of the Native Title Groups (the Wadja People and Gangulu Nation)
Contact address	c/- Queensland South Native Title Services PO Box 10832 Adelaide Street Brisbane QLD 4000

Period in which the agreement will operate

Start date	not specified
End Date	not specified

Clause 3.1: This agreement commences on the Commencement Date.

Clause 1.1: Commencement Date means the date this Agreement achieves Registration.

Clause 3.2: This agreement continues for the term of the Lease and any subsequent term of reissue, re-grant, substitution, renewal or extension of the Lease (Term [9 years and 11 months]).

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

Clause 6: Statement for the purpose of the [Native Title Act 1993 (the Act)]

For the purposes of:

(a) section 24EB1(c) of [the Act] and

(b) regulation 7(5)(b) of the [Native Title (Indigenous Land Use Agreements) Regulations 1999],

the Parties state that Subdivision P, Division 3, Part 2 of [the Act] is not intended to apply to the grant of the Lease.

Clause 10.1: Lease and associated rights

(a) The Parties consent to the grant of the Lease and:

(i) all other acts necessary or expedient to give effect to the grant of the Lease; and

(ii) any other Future Acts which permit, require or consist of the construction, operation, use, maintenance or repair of the Facility.

(b) where the grant of the Lease or any construction, development or operation of the Facility by on behalf of CQIDL (the acts) takes place before the Commencement Date, the Parties agree that the acts are retrospectively validated by operation of this Agreement and that the Parties will not challenge its validity in the future.

Clause 1.1 defines:

'Lease' as the grant of a lease over the Agreement Area...

'CQIDL' as Central Queensland Indigenous Development Limited, its employees and authorised agents.

Attachments to the entry

[QI11_026 Attachment Schedule 3 Map of ILUA Area.pdf](#)