



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2011/029
Short name	Woorabinda Social Housing and Home Ownership ILUA
ILUA type	Area Agreement
Date registered	25/11/2011
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 defines:

'Agreement Area' as the area comprised within:-

- (a) the Existing Housing Areas;
- (b) the Subdivision Area; and
- (c) the Infrastructure Corridor;

as shown on the plans in Schedule 1 Part A and described in Schedule 1 Part B, it being acknowledged that:

- (d) the area comprised within the Subdivision Area and Infrastructure Corridor is the same area more particularly described for the purposes of Registration as the "Proposed Subdivision Area and Infrastructure Corridor" as shown on plan "B" in Schedule 1 Part A of this Agreement; and
- (e) the area comprised within the Existing Housing Areas is the same area more particularly described for the purposes of Registration as the "Existing Housing Areas" as shown on plan "C" in Schedule 1 Part A of this Agreement.

'Existing Housing Area' as the areas shaded yellow on Plan "A" in Schedule 1 part A.

'Infrastructure Corridor' as the area shaded red on plan "A" in Schedule 1 Part A.

'Subdivision Area' as the area within the area edged in blue on plan "A" in Schedule 1 Part A.

[A copy of the maps in Schedule 1 Part A and the area description in Schedule 1 Part B are provided as attachments to the Register.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. 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 9 hectares and is located in the vicinity of the Town of Woorabinda. The agreement falls within the Local Government Authority of Woorabinda Aboriginal Shire Council.]

Parties to agreement

Applicant

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

Other Parties

Party name Patricia Leisha, Lynette Blucher, Pamela Hegarty and Lillian Harrison (the Gangulu Parties)
Contact address c/- Queensland South Native Title Services Ltd
PO Box 10832, Adelaide Street
BRISBANE QLD 4000

Party name Steven Freeman, Sharyn Blair, Diane Evans and Edgar Freeman (the Wadja Parties)
Contact address c/- Queensland South Native Title Services Ltd
PO Box 10832, Adelaide Street
BRISBANE QLD 4000

Party name Woorabinda Aboriginal Shire Council
Contact address c/- Woorabinda Aboriginal Shire Council
WOORABINDA QLD 4702

Period in which the agreement will operate

Start date not specified

End Date not specified

Clause 4 Commencement

Clause 4.1: Subject to clause 4.2 this Agreement commences upon the Execution Date [26 May 2011].

Clause 4.2: Clause 5 (except for clause 5.3) and clause 10 (compensation) commence on Registration.

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

Clause 4.4: If this Agreement terminates, clauses 5 (consent and agreement for the purposes of the [Native Title Act 1993]), 10 (compensation) and 11 (release and waiver) will continue to apply.

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

Clause 5.1: The parties:

(a) consent to the doing of the Agreed Acts to the extent they are Future Acts;

(b) agree to the validation of:

i. any acts that comprise or are necessarily incidental to the provision of Social Housing that are or may be invalid for Native Title purposes that were done on the Agreement Area by the State or the Council prior to Registration; and

ii. any Agreed Acts done by the State or Council after the Execution Date and prior to Registration.

Clause 5.5: Subdivision P, Part 2, Division 3 or the [Native Title Act 1993] is not intended to apply to the doing of the Agreed Acts.

Clause 1 defines:

'Agreed Acts' as any acts done as part of, or in relation to:

(a) the Construction Acts;

(b) the operation and maintenance of the Infrastructure established in the Agreement Area;

(c) the operation and maintenance of the Social Housing in the Agreement Area during the term of any Social Housing Lease;

(d) the grant of any Social Housing Lease in the Lease Area;

(e) the grant of any Residential Leases in the Lease Area and any other leases under the Residential Tenancies Act 1994 (Qld); and

(f) any land dealings required to perfect:

a. the surrender of part of any Social Housing Lease; and

b. the grant of a Residential Lease corresponding to the surrendered area pursuant to

s. 40D(1)(a) or 40D(2) of the [Aboriginal Land Act 1991 (Qld) (ALA)],

to the intent that any part of the Social Housing Lease that is not, or has not been, surrendered remains subject to that Social Housing Lease.

'Construction Acts' as any act done as part of, or in relation to, the construction of the Social Housing and the Infrastructure in the Agreement Area including, but not limited to, survey activities, geotechnical investigations and the grant of any licences, permits or authorities.

'Future Acts' as the meaning given in the [Native Title Act 1993].

'Infrastructure' as all utilities, services or other works necessary or incidental to the doing of the Agreed Acts on the Agreement Area including the works required to establish those structures.

'Lease Area' as the Existing Housing Areas and the Subdivision Area.

'Residential Lease' means any 99 year lease granted by Council under s. 40D(1)(a) or s. 40D(2) of the ALA within the Lease Area...

'Social Housing' as the social housing provided, operated and maintained by the State in the Agreement Area.

'Social Housing Lease' means any trustee lease granted by Council to the State pursuant to s. 40D of the ALA in the Lease Area...

Attachments to the entry

[Schedule 1 Part A - Maps.pdf](#)

[Schedule 1 Part B - Area Description.pdf](#)