



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2011/038
<b>Short name</b>	Quandamooka State ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	08/12/2011
<b>State/territory</b>	Queensland
<b>Local government region</b>	Brisbane City Council, Redland City Council

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## Description of the area covered by the agreement

'Agreement Area' means the area described in Schedule 1 and as shown on the map in Schedule 1. [Schedule 1 is attached to the Register Extract].

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 does not replace, and is less precise than, the description of the agreement area contained in the schedule to the agreement noted above. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to the agreement covers about 569 square kilometres including North Stradbroke Island, Peel Island, Bird Island, Goat Island, Crab Island, Stingaree Island and surrounding waters.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	c/- Crown Law Level 11 State Law Building GPO Box 5221 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Ian Delaney on his own behalf and on behalf of the Quandamooka People
<b>Contact address</b>	c/- Queensland South Native Title Services Level 4, 370 Queen Street Brisbane QLD 4000

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<b>Party name</b>	Quandamooka Yoolooburrabee Aboriginal Corporation
<b>Contact address</b>	c/- Queensland South Native Title Services Level 4, 370 Queen Street Brisbane QLD 4000

## Period in which the agreement will operate

<b>Start date</b>	15/06/2011
<b>End Date</b>	not specified

Clause 2.1 states: Subject to clause 2.2, this Agreement commence on the Date of this Agreement. ['Date of this Agreement' is defined as 'the day on which this Agreement is executed by the parties and if executed on different days, the last of those days'].

Clause 2.2 states: Clause 5 (Agreement Binding), 6 (Consent to and Validating of Agreed Acts), 10 (Compensation), 11 (Indemnity), 21 (Existing Residential Occupation), 22 (Point Lookout Town Expansion Area) and 23 (Revenue Sharing) commences on Registration. ['Registration' is defined as 'the date on which an indigenous land use agreement is Registered' on the Register of Indigenous Land Use Agreements].

Clause 6.2 states: The Surrender under clauses 20.16 (Draw Down), 21.9 (Existing Residential Occupation), 22.8 (Point Lookout Town Expansion Area) and 23.3 (Revenue Sharing) takes effect immediately prior to the issue of deed of grant in fee simple under the LA.

Clause 6.3 states: The Surrender over the Surrender Area under clause 28 (Recreation and Camping Reserve) takes effect as at Registration.

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

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

6.1 Subject to clause 13.2 and clause 16.1 [of the agreement, not included in this Register extract] the Native Title Party –

- (a) consents to the doing of the Agreed Acts;
- (b) consents to the extinguishment of any Native Title Rights and Interests on the Surrender taking effect;
- (c) agrees to the validation of any acts done by the State in the Agreement Area prior to the Date of this Agreement to extent that they were invalidly done for Native Title purposes and can be validated by this Agreement; and
- (d) agrees to the validating of any invalid Agreed Acts (to the extent they are Future Acts) done on the Agreement Area prior to Registration.

### 7. Right to Negotiate

To avoid any doubt and for the purposes of section 24EB(1)(c), Part 2 Division 3 of Subdivision P of the NTA does not apply to the doing of Agreed Acts.

#### [Definitions]

“Agreed Acts” means those acts specified in Schedule 2. [Schedule 2 is attached to the Register].

“Future Act” has the meaning given in the NTA.

“LA” means the Land Act 1994 (Qld).

“NTA” means the Native Title Act 1993 (Cth).

“PBC” means the Quandamooka Yoolooburrabee Aboriginal Corporation, a prescribed body corporate incorporated in accordance with the PBC Regulations, for the purpose of becoming the RNTBC [Registered Native Title Body Corporate in relation to the determination of the Quandamooka People #1 CLaim and the Quandamooka People #2 Claim by the Federal Court].

“Surrender” means the permanent surrender and extinguishment of all Native Title Rights and Interests. [The Native Title Party consents to the State applying for the grant of deeds in fee simple over the Surrender Area in favour of the adjoining owners (clause 28.2 (b)) and to Surrender over approved areas including: areas to be granted in fee simple (20.16); residential areas (21.9); Point Lookout Town Expansion parcels (22.8); and development and sale sites in Dunwich, Amity Point and Point Lookout Town Expansion Areas (23.3).]

[Clause 20.16] Where an approved area is to be granted in fee simple under the LA, the Native Title Party consents to the Surrender over that approved area.

[Clause 21.9] Where-

- (a) an approved residential area is granted in fee simple under the LA; and
- (b) all Native Title Rights and Interests in that approved residential area have not been entirely extinguished, the Native Title party consents to the Surrender over that approved residential area.

[Clause 22.8] If all Native Title Rights and Interests have not been previously extinguished over the nominated parcels, then the Native Title Party consents to the Surrender.

[Clause 23.3] Where any Native Title Rights and Interests have not been previously extinguished over the land which the State has contracted to sell, then subject to clause 23.7, the Native Title Party consents to the Surrender in consideration for the State paying 50% of the Net Proceeds of Sale to the PBC.

[Clause 28.2 (b)] The Native Title Party consents to the State applying to the -

- (b) the Governor in Council for the grant of deeds of grant in fee simple over the Surrender Area in favour of the adjoining owners, only if a grant of freehold tenure is required;.

“Surrender Area” means lots 1 to 14 of DP226307 as shown on the plan in Schedule 19. [The plan in Schedule 19

of the agreement is attached to this Register Extract.]

"Town Expansion Area" means the Dunwich Town Expansion Area, the Amity Point Town Expansion Area and the Point Lookout Town Expansion Area. [These areas are shown on the map at Schedule 4 to the agreement, which is attached to this Register Extract.]

**Attachments to the entry**

[20110705 QI2011\\_038 Agreement Area and Map.pdf](#)

[20110705 QI2011\\_038 Schedule 2 Agreed Acts.pdf](#)

[20110705 QI2011\\_038 Schedule 19 Plan DP226307.pdf](#)

[20110705 QI2011\\_038 Schedule 4 Map of Town Expansion Areas.pdf](#)