



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2012/057
<b>Short name</b>	Gunggari People/Kalyan ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	07/09/2012
<b>State/territory</b>	Queensland
<b>Local government region</b>	Murweh Shire Council

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## Description of the area covered by the agreement

"Agreement Area" means that part of the Lease Area [Kalyan] which is contained within the external boundaries of the Claim Area in the Native Title Claim [QUD6027/2001], and which is described in Schedule 1 to this agreement [Schedule 1 is attached to this 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 is provided for information only and should not be considered part of the Register of ILUAs:

The application covers about 17 square kilometres over part of Lot 5244 on PH1377 (Kalyan Pastoral Lease), is located approximately 85 kilometres southeast of Charleville and falls within the Local Government Authority of Murweh Shire Council.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	John Charles Denyer Warren and Rosemary Susan Warren
<b>Contact address</b>	c/- Thynne & Macartney GPO Box 245 BRISBANE QLD 4001

### *Other Parties*

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<b>Party name</b>	Kathleen Kearns, Erica Walker, Bernys Faulkner, Bradley Saunders and Marshall Foster on their own and on behalf of the Gunggari People
<b>Contact address</b>	c/- Queensland South Native Title Services PO Box 10832, Adelaide Street BRISBANE QLD 4000

## Period in which the agreement will operate

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**Start date** not specified

**End Date** not specified

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### Clause 5. Terms of Agreement

5.1 Subject to clauses 5.4, 5.5 and 5.8, this Agreement takes effect on the date that a determination of native title in favour of the Gunggari is made, and continues until:

- (a) the date of expiry of the Lease term; or
- (b) the date of surrender, resumption, forfeiture or termination of the Lease; or
- (c) the date of removal of the Agreement from the Register of Indigenous Land Use Agreements.

5.4 In the event a Determination recognising the right to possession and occupation of the Agreement Area, to the exclusion of all others, is made to:

- (a) persons other than the Gunggari, the Agreement terminates as at the date of the Determination; or
- (b) the Gunggari, the Agreement continues unless otherwise determined by the Gunggari.

5.5 Unless otherwise agreed, this Agreement will end with the valid extinguishment of Native Title over the whole of the Agreement Area.

5.8 Subject to the provisions of the Land Act, the Agreement will not terminate if:

- (a) the Lease has expired but application has been made for renewal or other action has been taken under the provisions of the Land Act for continuity of the Lease; or
- (b) land dealings on the Lease in the form of subdivisions, amalgamations, additional areas or conversion to a perpetual tenure result in a new lease being issued; or
- (c) the Lease or part of the Lease is converted to protected area tenure under the NCA.

### Clause 1.1. Definitions

"Land Title Act" means the Land Title Act 1994 (Qld).

"NCA" means Nature Conservation Act 1992 (Qld).

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

The agreement includes no statements mentioned in subsection 24EB(1) or 24EBA(1) or (4)

## Attachments to the entry

[QI2012\\_057 Schedule 1 Attachment.pdf](#)