



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/025
<b>Short name</b>	Ewamian Protected Areas ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	15/07/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Etheridge Shire Council

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## Description of the area covered by the agreement

Clause 1 provides that "ILUA Area" means the land and waters described in Schedule 1 and shown on the map in Schedule 1 [Schedule 1 is attached to the Register Extract].

[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:

Agreement covers about 478 sq km over three portions. Northern portions located approx. 20 km southeast of Mount Surprise and the southern portion located approx. 30 km southwest of Lyndhurst].

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland Aboriginal and Torres Strait Islander Land Services
<b>Contact address</b>	PO Box 15216 City East Brisbane QLD 4002

### *Other Parties*

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<b>Party name</b>	Ewamian People
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N North Cairns QLD 4870

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<b>Party name</b>	Tatampi Puranga Aboriginal Corporation RNTBC
<b>Contact address</b>	C/- PO Box 1535 Mareeba QLD 4880

## Period in which the agreement will operate

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**Start date** 22/01/2014

**End Date** 22/01/2034

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3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 13 (Registration as a Body Corporate Agreement) commence on the Execution Date [being 22 January 2014].

3.2 The remaining clauses of this Agreement commence on the Determination Effect Date.

3.3 Subject to clause 3.4 to 9, this Agreement will continue in force for a period of 20 years.

3.6 If there is a determination by the Federal Court of Australia that Native Title does not exist in part of the ILUA Area or that Native Title in part of the ILUA Area is held by people other than the Ewamian People, this Agreement expires in relation to that part of the ILUA Area subject to that determination, but remains in force in relation to the balance of the ILUA Area.

3.7 If a Regulated Management Plan comes into effect:

(a) which regulates the exercise of Native Title Rights and Interests in relation to part of the ILUA Area in terms substantially the same as clauses 5.2 to 5.5; and

(b) for which an ILUA has been Registered in relation to the regulation of Native Title Rights and Interests under the Regulated Management Plan;

this Agreement expires in relation to that part of the ILUA Area to which the Regulated Management Plan relates and continues in force in relation to the remainder of the ILUA Area.

3.8 If a Substitute ILUA is Registered in relation to all or part of the ILUA Area, this Agreement expires in relation to that part of the ILUA Area covered by the Substitute ILUA and continues in force in relation to any part of the ILUA Area not covered by the Substitute ILUA.

## 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

[QI2014\\_025 Schedule 1 - Description and Map of ILUA Area.pdf](#)