



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2017/013
Short name	Port Curtis Coral Coast Tenure Resolution ILUA
ILUA type	Area Agreement
Date registered	03/05/2018
State/territory	Queensland
Local government region	Banana Shire Council, Bundaberg Regional Council, Gladstone Regional Council, North Burnett Regional Council

Description of the area covered by the agreement

"Agreement Area" means the land and waters depicted and described in Schedule 1;

[A copy of 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 agreement area consists of multiple areas, with a combined area of about 14368 sq km approx. 45 km south east of Rockhampton.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	c/- Queensland Crown Law PO BOX 5221 Brisbane QLD 4001

Other Parties

Party name	First Nations Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda Aboriginal Corporation ICN 8650
Contact address	C/- PCCC Land Trust PO BOX 537 Bundaberg QLD 4670

Party name	Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nathanael Minniecon and Mathew Cooke on their own behalf and on behalf of the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People
Contact address	c/- Queensland South Native Title Services PO BOX 10832 Adelaide Street Brisbane QLD 4001

Period in which the agreement will operate

Start date not specified

End Date not specified

3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 12 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.4 to 3.6, this Agreement will continue in force in perpetuity.

3.5 This Agreement may be terminated by:

(a) written agreement executed by the parties prior to a Determination;

(b) written agreement executed by the PBC and the State after a Determination.

Definitions:

"Agreement" means this document, including all schedules to this document;

"Agreement Area" means the land and waters depicted and described in Schedule 1;

"Determination" means a determination by the Federal Court of Australia that Native Title exists in relation to land and waters within the Agreement Area and is held by the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People (including held in trust by the PBC as the RNTBC for the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People);

"Execution Date" means the date of this Agreement or, where the parties sign the Agreement on different dates, the date on which the last party signs the Agreement;

"NTA" means the Native Title Act 1993 (Cth);

"PBC" means the First Nations Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People Aboriginal Corporation ICN 8650, a prescribed body corporate incorporated in accordance with the CATSI Act and PBC Regulations for the purposes of becoming the RNTBC for the Determination;

"Register of Indigenous Land Use Agreements" has the meaning given in the NTA;

"Registered" means registered on the Register of Indigenous Land Use Agreements;

"Registration" means the date on which this Agreement is Registered;

"State" means the State of Queensland;

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

5 Consents

5.1 The parties consent to the Surrender.

5.2 The Surrender will take effect upon Registration.

5.3 The parties agree that the Surrender permanently extinguishes all Native Title Rights and Interests, if any, in the area of the Surrender from the date the Surrender takes effect.

5.4 The parties consent to the Surrender of Determined USL.

5.5 The Surrender of Determined USL will take effect immediately prior to the issue of a deed of grant in accordance with clause 6.

5.6 The parties agree that the Surrender of Determined USL permanently extinguishes all Native Title Rights and Interests, if any, in the area of the Surrender of Determined USL from the date the Surrender of Determined USL takes effect.

5.7 The parties consent to the doing of the Agreed Acts.

5.8 To the extent that any of the Agreed Acts are Future Acts, the parties acknowledge that the non-extinguishment principle applies, other than to any Surrender, or Surrender of Determined USL.

Agreed Acts means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to the acts specified in Schedule 5 [Agreed Acts].

Immediate Surrender Area means the area described in Schedule 2.

Revenue Share Lots means those parcels, or part parcels, of land identified in the table in Schedule 3.

Surrender means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in the Immediate Surrender Area.

Surrender of Determined USL means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in any Revenue Share Lot in Schedule 3 sold in accordance with the processes set out in clause 6 [Revenue Sharing].

Definitions:

"Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to the acts specified in Schedule 5;

"Future Act" has the meaning given in the NTA;

"Immediate Surrender Area" means the area described in Schedule 2;

"Native Title Rights and Interests" has the meaning given in the NTA;

"Net Proceeds of Sale" means the purchase price (exclusive of GST) less all reasonable costs, fees and charges including survey costs, incurred by the State (exclusive of GST) and any other costs agreed by the parties;

"Revenue Share Lot" means one of the parcels of land, or part thereof, identified in the table in Schedule 3;

"Revenue Share Lots" means those parcels, or part parcels, of land identified in the table in Schedule 3;

"Revenue Sharing" means the process whereby the Net Proceeds of Sale for Revenue Share Lot or additional Revenue Share Lot are divided equally between the State and the RNTBC as provided for in clause 6;

"RNTBC" has the meaning given to the registered native title body corporate in the NTA;

"Surrender" means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in the Immediate Surrender Area;

"Surrender of Determined USL" means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in any Revenue Share Lot in Schedule 3 sold in accordance with the process set out in clause 6; and

"USL" means unallocated State land in the Agreement Area.

Attachments to the entry

[QI2017_013 Schedule 1 Map and Description Part 1.pdf](#)

[QI2017_013 Schedule 1 Map and Description Part 2.pdf](#)

[QI2017_013 Schedule 1 Map and Description Part 3.pdf](#)

[QI2017_013 Schedule 1 Map and Description Part 4.pdf](#)

[QI2017_013 Schedule 1 Map and Description Part 5.pdf](#)

[QI2017_013 Schedule 2 Map of Surrender Area Part 1.pdf](#)

[QI2017_013 Schedule 2 Map of Surrender Area Part 2.pdf](#)

[QI2017_013 Schedule 2 Map of Surrender Area Part 3.pdf](#)

[QI2017_013 Schedule 2 Map of Surrender Area Part 4.pdf](#)

[QI2017_013 Schedule 2 Map of Surrender Area Part 5.pdf](#)

[QI2017_013 Schedule 3 Map and Description of Revenue Share Lots Part 1.pdf](#)

[QI2017_013 Schedule 3 Map and Description of Revenue Share Lots Part 2.pdf](#)

[QI2017_013 Schedule 3 Map and Description of Revenue Share Lots Part 3.pdf](#)

[QI2017_013 Schedule 3 Map and Description of Revenue Share Lots Part 4.pdf](#)