



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2018/008
<b>Short name</b>	Wulli Wulli People Revenue Sharing ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	18/05/2018
<b>State/territory</b>	Queensland
<b>Local government region</b>	Banana Shire Council

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## Description of the area covered by the agreement

"Agreement Area" means the land and waters described in Part A of Schedule 1 and depicted in Part B of 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 application covers 115 lots, with a total combined area of about 2.64 sq km, located in the vicinities of Theodore and Cracow.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland (acting through the Department of Natural Resources, Mines and Energy)
<b>Contact address</b>	Executive Director, Aboriginal and Torres Strait Islander Land Services PO Box 15216 City East Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Banana Shire Council
<b>Contact address</b>	c/- Holding Redlich GPO Box 490 Brisbane QLD 4001

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<b>Party name</b>	Wulli Wulli Nation Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Just Us Lawyers PO Box 120 Red Hill QLD 4059

## Period in which the agreement will operate

<b>Start date</b>	22/01/2018
<b>End Date</b>	not specified

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 16 (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 and 3.5 this Agreement will continue in force in perpetuity.

3.4 This Agreement may be terminated by written agreement executed by the parties.

"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.

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

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

5.1 The parties consent to the validation of any Future Acts done prior to the Execution Date by the State or Council in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.2 The parties:

(a) consent to the doing of the Agreed Acts to the extent that they are Surrenders or Future Acts; and

(b) if any of the Agreed Acts, which are also Future Acts, are done prior to Registration, agree to the validating of those Agreed Acts.

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

6.1 The Native Title Parties surrender all Native Title Rights and Interests over the Surrender Area.

6.2 The Surrender takes effect over the Revenue Share Lots immediately prior to the issue of the deed of grant in accordance with clause 7.1.

7.1 The parties acknowledge that, subject to clause 7.2 and 7.3, the Revenue Share Lots may be sold by the State by a grant in fee simple over a Revenue Share Lot or part thereof.

8.2 The parties consent for the purposes of native title to:

(a) the dedication of the Reserve by the State over the Reserve Area;

(b) the Existing Uses on the Reserve Area;

(c) the appointment of Council as trustee of the Reserve;

(d) the grant of any leases, permits, easements or other interests over the Reserve Area for a purpose consistent with the Reserve; and

(e) all other uses and activities over the Reserve Area that are consistent with the purpose of the Reserve.

9.3 The parties consent for the purposes of native title to the ALA Lots being declared to be Transferable Land, and being granted as Aboriginal Land.

Definitions:

"Aboriginal Land" means a grant in fee simple under section 38 of the ALA;

"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;

"ALA" means the Aboriginal Land Act 1991 (Qld);

"Community Interests" means:-

(a) any legally enforceable right which a member of the public has in relation to the Reserve Area;

(b) the interests which members of the public have in relation to the Reserve Area by way of regularly accessing that area for sport, recreation, hobbies or other lawful activities; and

(c) the planting and maintaining of gardens by land holders adjoining the Reserve Area.

"Existing Uses" means the existing use and activities to which the Reserve Area is subject as at the Execution Date, including but not limited to:-

(a) Council infrastructure including water and sewerage infrastructure, the bridge, road and footpaths;

(b) electricity infrastructure; and

(c) the Community Interests;

"Reserve" means the reserve dedicated for Park and Recreation over the Reserve Area under the Land Act.

Schedule 5 - Agreed Acts

1. Subject to clause 7.7, the Surrender of all Native Title Rights and Interests to the State over the Revenue Share Lots which are sold in accordance with clause 7.

2. Any grant of Aboriginal Land over the ALA Lots in accordance with clause 9.

3. The grant of any interest, including a lease, permit, or permits to occupy, to any person or persons in respect of the Revenue Share Lots identified in Schedule 2 prior to any Revenue Share Lot being granted in fee simple;

4. Any variation of this Agreement consented to by the Corporation.

5. The creation of the Reserve including the appointment of trustees in accordance with clause 8.

## Attachments to the entry

[QI2018\\_008 Schedule 1 Written Description and Map of Agreement Area.pdf](#)