



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2010/018
Short name	Wulgurukaba People ILUA
ILUA type	Area Agreement
Date registered	22/12/2010
State/territory	Queensland
Local government region	Townsville City Council

Description of the area covered by the agreement

The agreement area is described in clause 1 as the land and waters on the landward side of the High-Water Mark of the island referred to as Magnetic Island. The area is mapped in Schedule 1 to the agreement. A copy of the schedule 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 agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers all the land and waters on the landward side of the High-Water mark of Magnetic Island, located approximately 9 kilometres north of Townsville. The agreement falls within the Local Government Authority of Townsville City Council.

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	c/- Crown Law 50 Ann Street GPO Box 5221 BRISBANE QLD 4000

Other Parties

Party name	Arthur Charles Johnson, Michael Andrew Johnson and Shirley Ann Walker on their own behalf and on behalf of the Wulgurukaba People
Contact address	c/- Michael Owens & Associates PO Box 1989 AITKENVALE QLD 4810

Period in which the agreement will operate

Start date	24/11/2009
End Date	not specified

Clause 1 of the agreement defines the Commencement Date as the day on which this Agreement is executed by the parties and if executed on different days, the later of those days.

Clause 4.1 provides that 'subject to clause 4.2 this Agreement commences on the Commencement Date'.

Clause 4.2 provides that clauses 5, 6, 7, 8, 9, 10 and 11 commence on Registration.

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

Clause 5 Surrender and Validation

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 is intended to extinguish any Native Title that may exist in relation to the Agreement Area.

5.4 Subdivision P, Part 2, Division 3 of the Native Title Act is not intended to apply to the Surrender.

5.5 For the purposes of s 24EBA(1)(a) of the Native Title Act, the parties agree to the validating of any Future Acts invalidly done by the State in the Agreement Area prior to Registration and that the acts are Valid and are taken to always have been Valid.

5.6 The validation referred to in clause 5.5 will take effect upon Registration.

Clause 1 defines Surrender as the surrender of Native Title in relation to the Agreement Area.

Attachments to the entry

[Schedule 1 - Map of the Agreement Area.pdf](#)