



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2024/006
Short name	Kabi Kabi People Tenure Resolution ILUA
ILUA type	Area Agreement
Date registered	25/10/2024
State/territory	Queensland
Local government region	Bundaberg Regional Council, Fraser Coast Regional Council, Gympie Regional Council, Moreton Bay Regional Council, Somerset Regional Council, Sunshine Coast Regional Council, Noosa Shire Council

Description of the area covered by the agreement

“**Agreement Area**” means the land and waters described in Schedule 1 and depicted in Schedule 2;

[A copy of Schedules 1 and 2 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 covers a combined area of about 210 sq km and is located north of Brisbane in the areas surrounding Maroochydore, Gympie and Maryborough.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	Native Title and Indigenous Land Services PO Box 15216 City East QLD 4002

Other Parties

Party name	Kabi Kabi Peoples Aboriginal Corporation ICN 8996
Contact address	c/- Queensland South Native Title Services Level 4, 293 Queen Street Brisbane 4000

Party name	Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones and Brian Warner on their own behalf and on behalf of the Kabi Kabi People
Contact address	c/- Queensland South Native Title Services Level 4, 293 Queen Street Brisbane 4000

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) and 4 (Authority) commence on the date on which the Native Title Party and any other party sign the Agreement, and clause 23 (Registration of Agreement) commences on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.4 to 3.8, this Agreement will continue in force in perpetuity.

“Agreement” means this document, including all schedules to this document;

“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;

“Native Title Parties” means Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones and Brian Warner on their own behalf and on behalf of the Kabi Kabi People;

“NTA” means the *Native Title Act 1993* (Cth);

“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;

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

5. Consents

5.1 The parties:

- (a) consent to the doing of the Agreed Acts;
- (b) consent to the Surrender; and
- (c) consent to the Surrender taking effect at different times in different areas as described in clause 6.

5.2 The parties consent to:

(a) the validation of the following Future Acts done prior to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement:

- (i) the dedication of the Reserves listed at Part A of Schedule 17 and depicted in Schedule 18, and any acts done in relation to those areas arising from those dedications; and
- (ii) the grant of the leases listed at Part B of Schedule 17 and depicted in Schedule 18, and any acts done in relation to those areas arising from those grants;

(b) the validation of any Future Acts done prior to the Execution Date by the State in the Agreement Area in relation to the following areas of land to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement:

- (i) the Tewantin site as depicted in Schedule 23; and
- (ii) the areas covered by the following lots which are listed in Schedule 11:
 - (A) Lot 1 on CP898979;
 - (B) Lot 31 on T9245;
 - (C) Lot 32 on T9245; and
 - (D) Lot 13 on CP889209.

5.4 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. Surrender

6.1 The Native Title Parties surrender any Native Title Rights and Interests that exist over the Surrender Area with that surrender taking effect as described in clause 6.2.

6.2 The Surrender takes effect over:

- (a) the Land Exchange Lots upon Registration in accordance with clause 7.1;
- (b) a Revenue Share Lot immediately prior to the issue of each relevant deed of grant in fee simple under the Land Act;
- (c) a Remaining Lot immediately prior to the issue of each relevant deed of grant in fee simple under the Land Act;
- (d) the Surrender Lots upon Registration; and
- (e) the Tewantin site upon Registration.

7. Land Exchange

7.1 In accordance with clauses 5.1(b), 6.1 and 6.2(a), the parties consent to a Surrender in relation to all the Land Exchange Lots to take effect upon Registration.

8. Revenue Sharing

8.3 Prior to a Revenue Share Lot (other than a Revenue Share Lot listed at Part B of Schedule 7) or a Remaining Lot being granted in fee simple under the Land Act, the parties:

(a) consent to the State doing any or all of the following in relation to the Revenue Share Lot or Remaining Lot:

- (i) dedicating the lot as a Reserve under the Land Act; and
 - (ii) granting a permit to occupy under Part 4 of Chapter 4 of the Land Act; and
- (b) acknowledge that the State will need to consider the provision of access and utilities.

8.9 Should a Remaining Lot be sold to the PBC as a result of clause 8.8, the parties consent to a Surrender over that area of land to take effect immediately prior to the issue of the deed of grant, and clauses 8.10 and 8.11 below do not apply.

9. Aboriginal Land Draw Down

9.5 For the purposes of clause 9.4, the Native Title Parties consent to the Part A Nominated Lot being declared to be Transferable Land, and being granted as Aboriginal Land.

9.6 The parties consent for the purposes of Native Title to the Part A Nominated Lots or any part of a Part A Nominated Lot being declared to be Transferable Land, and being granted as Aboriginal Land.

9.7 For any Part A Nominated Lot that is declared by the Minister to be Transferable Land, the parties consent to the:

- (a) PBC being appointed as the Grantee under Part 4 of the ALA over lots within the Proposed Determination Area; and
- (b) PBC being appointed as the Grantee under Part 4 of the ALA over Part A Nominated Lots that are not within the Proposed Determination Area.

9.8 Prior to an ALA Lot listed in Part A of Schedule 9 being granted as Aboriginal Land under the ALA, the parties:

- (a) consent to the State doing any or all of the following in relation to a Part A Nominated Lot:
 - (i) dedicate the lot as a Reserve for community purposes (strategic land management) under the Land Act; or
 - (ii) grant a permit to occupy for grazing or apiary purposes under Part 4 of Chapter 4 of the Land Act; or
 - (iii) grant private access easements over Lot 11 on AP22157 and Lot 2 on SP251269; and
- (b) acknowledge that the State will need to consider the provision of access and utilities.

10. Aboriginal Land with other interests

10.3 The parties consent to a Part B Nominated Lot being declared to be Transferable Land, and being granted as Aboriginal Land.

10.4 For any Part B Nominated Lot that is declared by the Minister to be Transferable Land under the ALA, the parties consent to the PBC being appointed as the Grantee under Part 4 of the ALA over lots within the Proposed Determination Area.

10.5 Prior to an ALA Lot listed in Part B of Schedule 9 being granted as Aboriginal Land under the ALA, the parties:

- (a) consent to the State doing any or all of the following in relation to the ALA Lot:
 - (i) dedicate the lot as a Reserve for community purposes (strategic land management) under the Land Act;
 - (ii) grant a permit to occupy for apiary purposes under Part 4 of Chapter 4 of the Land Act; or
 - (iii) grant a private access easement over Lot 1 on AP1597; and
- (b) acknowledge that the State will need to consider the provision of access and utilities.

11. Reserves

11.2 In accordance with clause 5.1(a), the parties consent to:

- (a) the dedication of the Proposed Reserve Areas described at Part A of Schedule 13 as Reserves under the Land Act;
- (b) the re-dedication of the Low Impact Reserve Areas described at Part B of Schedule 13 (that will cease upon the Proposed Determination) as Reserves under the Land Act;
- (c) the dedication of the Future Environmental Lots listed at Schedule 19 as Reserves under the Land Act, limited to the following community purposes under Schedule 1 of the Land Act:
 - (i) Aboriginal purposes;
 - (ii) cultural purposes;
 - (iii) environmental purposes;
 - (iv) open space;
 - (v) buffer zone;
 - (vi) drainage; or
 - (vii) natural resource management;
- (d) a change of purpose of the Reserve over Lot 138 on LX2390, depicted in Schedule 33, from cemetery to quarry;
- (e) any existing uses on the Reserves listed at Part B of Schedule 13 and Part A of Schedule 17;
- (f) subject to clauses 11.3 and 11.4, the appointment of a Proposed Trustee or an Appropriate Trustee for each Reserve dedicated in accordance with the provisions of this Agreement;
- (g) the grant of other interests by the State or the trustee at the relevant time of each Reserve referred to in this Agreement in accordance with the requirements of Chapter 3, Part 1, Division 7, and Chapter 4, Part 4 of the Land Act; and
- (h) all other uses and activities over any Reserve referred to in this Agreement that are consistent with the purposes of the Reserves.

12. Protected Area

12.2 The parties consent for the purposes of Native Title to the amalgamation of the lots identified in Schedule 15, or any part of those lots, and their dedication as part of a Protected Area.

12.4 The parties consent for the purposes of Native Title to the proclamation and dedication of all or some of the Future Environmental Lots listed at Schedule 19 as Protected Area or Reserve.

12.5 Prior to land in a Future Environmental Lot being dedicated as either a Protected Area under the NCA or a Reserve under the Land Act or a combination of both pursuant to clause 12.3, the parties:

(a) consent to the State doing any or all of the following in relation to the Future Environmental Lot:

(i) dedicate the lot, or part of it, as a Reserve for community purposes (strategic land management) with the State as a trustee, including for the purposes of hazard reduction, maintenance of firebreaks, drainage lines and back burning; and

(ii) grant a permit to occupy for apiary purposes under Part 4 of Chapter 4 of the Land Act; and

(b) acknowledge that the State will need to consider the provision of access and utilities.

14. Woorim site

14.2 Upon Registration, the parties consent to the Woorim site being dedicated under the Land Act as a Reserve for community purposes with the State acting through the Department of Education as trustee.

14.4 The parties consent for the purposes of Native Title to the Woorim site:

(a) if nominated under clause 14.3(b) being declared to be Transferable Land, and being granted as Aboriginal Land; and

(b) if not nominated under clause 14.3(b) becoming a Future Environmental Lot and being allocated in accordance with clause 12.3.

15. State Forest

15.2 The parties consent for the purposes of Native Title to the declaration of the State Forest Lots, or any part of those lots, as State Forest.

15.3 The parties consent for the purposes of Native Title to the State dedicating a Reserve under the Land Act for community purposes (natural resource management) over Lot 1 on AP21297 prior to it being declared State Forest.

“**Aboriginal Land**” means land granted in fee simple under section 43 of the ALA;

“**Agreed Acts**” means all acts necessary to give effect to this Agreement specified in Schedule 3 or any acts done as part of, or in relation to, the acts specified in Schedule 3;

“**ALA**” means the *Aboriginal Land Act 1991* (Qld);

“**ALA Lot**” means an area of land listed in Part A or Part B of Schedule 9 and depicted in Schedule 10, with such areas being subject to the dedication or grant of any roads or easements;

“**Appropriate Trustee**” means a trustee appointed under section 44 of the Land Act;

“**Department of Education**” means the Department of Education, or the department responsible for the administration of the *Education (General Provisions) Act 2006* (Qld) at the relevant time;

“**Draw Down Period**” is the period beginning on the day following 1 year after Registration and ending on the day following 11 years after Registration;

“**Forestry Act**” means the *Forestry Act 1959* (Qld);

“**Future Act**” has the meaning given in the NTA;

“**Future Environmental Lots**” means the areas identified in Schedule 19 and depicted in Schedule 20, and the Woorim site if clause 14.3(c) applies, with such areas being subject to the dedication or grant of any roads or easements;

“**Grantee**” means a grantee under the ALA;

“**Kabi Kabi People**” means the Native Title Claim Group for the Native Title Claim;

“**Land Act**” means the *Land Act 1994* (Qld);

“**Land Exchange Lots**” means the areas identified in Schedule 4, and depicted in Schedule 5 or Schedule 6 with such areas being subject to the dedication or grant of any roads or easements;

“**Low Impact Reserve Areas**” means those areas dedicated under the Land Act in reliance on section 24LA of the NTA, listed in the table at Part B of Schedule 13;

“**Minister**” means the Minister administering the relevant State legislation from time to time;

“**Native Title**” has the meaning given in the NTA;

“**Native Title Claim**” means the Kabi Kabi People’s native title determination application QUD20 of 2019;

“**Native Title Claim Group**” has the meaning given in the NTA;

“**Native Title Rights and Interests**” has the meaning given in the NTA;

“**NCA**” means the *Nature Conservation Act 1992* (Qld);

“**Nominated Lot**” means a Part A Nominated Lot or a Part B Nominated Lot;

“**NTA**” means the *Native Title Act 1993* (Cth);

“**Part A Nominated Lot**” means an ALA Lot for which the PBC has given notice under clause 9.3;

“**Part A Surrender Lots**” means the areas specified in the table in Part A of Schedule 11 and depicted in Part A of Schedule 12;

“**Part B Nominated Lot**” means an ALA Lot for which the PBC has given notice under clause 10.2(b);

“**Part B Surrender Lots**” means the reserve areas the parties have agreed are subject to Previous Exclusive Possession Acts and specified in the table in Part B of Schedule 11 and depicted in Part B of Schedule 12;

“**PBC**” means Kabi Kabi Peoples Aboriginal Corporation ICN 8996, including when it is an RNTBC;

“**Previous Exclusive Possession Act**” has the meaning given in the NTA;

“**Proposed Determination**” means a determination by the Federal Court of Australia in Federal Court proceeding QUD20 of 2019 that Native Title exists in relation to that part of the Native Title Claim area that is also within the Agreement Area and is held by the Kabi Kabi People (including held in trust by the PBC as the RNTBC for the Kabi Kabi People);

“**Proposed Determination Area**” means that part of the Agreement Area covered by the Proposed Determination;

“**Proposed Reserve Areas**” means those areas specified in the table in Part A of Schedule 13 and depicted in Schedule 14;

“**Proposed Trustee**” means the proposed trustee as detailed at column 4 of the tables in Part A or Part B of Schedule 13;

“Protected Area” has the meaning given in the NCA;

“Protected Area Lots” means a protected area to which the NCA applies, listed at Schedule 15 and depicted in Schedule 16 that are proposed to be dedicated as Protected Area under clause 12;

“Remaining Lot” means:

(a) an ALA Lot listed at Part A of Schedule 9 to this Agreement that does not become a Nominated Lot before the Draw Down Period ends; or

(b) an ALA Lot listed at Part B of Schedule 9 to this Agreement that before the Draw Down Period ends has been notified by the State in accordance with clause 10.2(a) and that is not nominated by the PBC in accordance with clause 10.2(b); or

(c) an ALA Lot listed at Part B of Schedule 9 to this Agreement that is not notified by the State in accordance with clause 10.2 before the Draw Down Period ends.

“Reserves” has the meaning given in the Land Act;

“Revenue Share Lots” means those areas identified in Parts A or B of Schedule 7 and depicted in Schedule 8 with such areas being subject to the dedication or grant of any roads or easements;

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

“State” means the State of Queensland;

“State Forest” has the meaning given under the Forestry Act;

“State Forest Lots” means the areas listed at Schedule 21 and depicted in Schedule 22;

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

“Surrender Area” means:

(a) the Tewanin site;

(b) the Land Exchange Lots;

(c) any Revenue Share Lot which is sold in accordance with the process set out in clause 8;

(d) any Remaining Lot which is sold in accordance with the process set out in clause 8; and

(e) the Surrender Lots;

“Surrender Lots” means the Part A Surrender Lots and Part B Surrender Lots;

“Tewanin site” means Lot 375 on SP151415 as depicted in Schedule 23;

“Transferable Land” has the meaning given in the ALA;

“Woorim site” means Lot 194 on CG5062 as depicted on the map at Schedule 24.

[A copy of Schedules 3-24 is attached to this Register extract.]

Attachments to the entry

[QI2024_006 Schedule 1 - Agreement Area.pdf](#)

[QI2024_006 Schedule 2 - Map of Agreement Area.pdf](#)

[QI2024_006 Schedule 3 - Agreed Acts.pdf](#)

[QI2024_006 Schedule 4 - Land Exchange Lots.pdf](#)

[QI2024_006 Schedule 5 - Maps of State Land Exchange Lots.pdf](#)

[QI2024_006 Schedule 6 - Maps of PBC Land Exchange Lots.pdf](#)

[QI2024_006 Schedule 7 - Revenue Share Lots.pdf](#)

[QI2024_006 Schedule 8 - Maps of Revenue Share Lots.pdf](#)

[QI2024_006 Schedule 9 - ALA Lots.pdf](#)

[QI2024_006 Schedule 10 - Maps of ALA Lots.pdf](#)

[QI2024_006 Schedule 11 - Surrender Lots.pdf](#)

[QI2024_006 Schedule 12 - Maps of Surrender Lots - Part 1 of 2.pdf](#)

[QI2024_006 Schedule 12 - Maps of Surrender Lots - Part 2 of 2.pdf](#)

[QI2024_006 Schedule 13 - Proposed Reserve Areas and Low Impact Reserve Areas.pdf](#)

[QI2024_006 Schedule 14 - Maps of Proposed Reserve Areas and Low impact Reserve Areas.pdf](#)

[QI2024_006 Schedule 15 - Protected Area Lots.pdf](#)

[QI2024_006 Schedule 16 - Maps of Protected Area Lots.pdf](#)

[QI2024_006 Schedule 17 - Reserves and Leases.pdf](#)

[QI2024_006 Schedule 18 - Maps of Reserves and Leases.pdf](#)

[QI2024_006 Schedule 19 - Future Environmental Lots.pdf](#)

[QI2024_006 Schedule 20 - Maps of Future Environmental Lots.pdf](#)

[QI2024_006 Schedule 21 - State Forest Lots.pdf](#)

[QI2024_006 Schedule 22 - Maps of the State Forest Lots.pdf](#)

[QI2024_006 Schedule 23 - Map of the Tewartin site.pdf](#)

[QI2024_006 Schedule 24 - Map of the Woorim site.pdf](#)