



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2024/010
Short name	Mitakoodi and Mayi People Tenure Resolution ILUA
ILUA type	Area Agreement
Date registered	26/03/2025
State/territory	Queensland
Local government region	Cloncurry Shire Council, McKinlay Shire Council

Description of the area covered by the agreement

“**Agreement Area**” means the land and waters described in Part A, Part B and Part C of Schedule 1 and depicted on the map in Schedule 2;

[A copy of Schedules 1-6 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 216 sq km and is located in the area surrounding Cloncurry and south east of McKinlay].

Parties to agreement

Applicant

Party name	State of Queensland acting through the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development
Contact address	Native Title Indigenous Land Services Department of Resources and Critical Minerals PO Box 15216 City East QLD 4002

Other Parties

Party name	Mitakoodi and Mayi People Native Title Aboriginal Corporation RNTBC ICN 10313
Contact address	c/- Michael Owens Lawyer and Consultant PO Box 1989 Aitkenvale QLD 4814

Party name	Tanya Kum Sing, Pearl Connelly, Kay Douglas, Norman Douglas, Ronald Major, Sharn Fogarty, Clyde Fogarty, Justin Asse and Kristal Chapman as the Applicant for the Mitakoodi and Mayi People #5 Native Title Claim on behalf of the Mitakoodi and Mayi People
Contact address	c/- Just Us Lawyers PO Box 120 Red Hill QLD 4059

Period in which the agreement will operate

Start date	09/08/2024
End Date	not specified

3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 18 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration. Subject to clauses 3.3 to 3.5, this Agreement will continue in force in perpetuity.

“Agreement” means [the Mitakoodi and Mayi People Tenure Resolution Indigenous Land Use Agreement (ILUA)], including all schedules to [the ILUA];

“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.

“Mitakoodi and Mayi People Native Title Aboriginal Corporation” means the Mitakoodi and Mayi People Native Title Aboriginal Corporation ICN: 10313, being the entity to be nominated as the Prescribed Body Corporate for the Part A Determination;

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

“Native Title Claim” means the Mitakoodi and Mayi People #5 native title determination application filed on 8 July 2015 in the Federal Court of Australia as amended from time to time (Federal Court proceeding No. QUD 556 of 2015);

“Native Title Claim “Part A” means that part of the Native Title Claim designated as “Part A” in the orders of Justice Perry in QUD 556 of 2015 dated 25 March 2022;

“Native Title Party” means,

(a) before the Part A Determination:

(i) the Applicant; and

(ii) the Mitakoodi and Mayi People Native Title Aboriginal Corporation; and

(b) after the Part A Determination, the Mitakoodi and Mayi People Native Title Aboriginal Corporation.

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

“Part A Determination” means the determination of Native Title proposed to be sought in relation to the Native Title Claim ‘Part A’;

“Parties” means the State of Queensland and the Native Title Party;

“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 and Validations

5.1 The Parties:

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

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

5.2 The Parties consent to the validation of any Future Acts done in that part of the Agreement Area identified in Part A of Schedule 1 prior to the Execution Date by the State to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.4 The Parties consent to the validation of the following acts in relation to exploration permits for minerals EPM 7085, EPM 8609, EPM 8586 and EPM 8588 pursuant to the MRA to the extent that they were done invalidly and can be validated in this Agreement:

(a) any renewals, amendments or extensions to EPM 7085 that have been granted since 13 March 2006 and prior to Registration;

(b) any renewals, amendments or extensions to EPM 8609 that have been granted since 15 January 2009 and prior to Registration;

(c) any renewals, amendments or extensions to EPM 8586 that have been granted since 9 March 2014 and prior to Registration; and

(d) any renewals, amendments or extensions to EPM 8588 that have been granted since 24 February 2014 and prior to Registration.

5.5 The Parties consent to the Surrender of all Native Title Rights and Interests to the State over the Surrender Area.

5.6 The Parties consent to:

(a) any future renewals, amendments or extensions to the term lease (title reference: 40068650) granted over Lot

51 on SP265801 (Lawlor Lease Area) pursuant to the Land Act for a term ending no later than 20 years after Registration; and

(b) any future renewals, amendments or extensions to the term lease (title reference: 40016606) granted over Lot 151 on CP911698 (Tonkin Lease Area) pursuant to the Land Act for a term ending no later than 20 years after Registration.

5.7 Clauses 5.1(a), 5.5 and 5.6 is a statement for the purposes of section 24EB(1)(b) of the NTA and clauses 5.1(b), 5.2, 5.3 and 5.4 are statements for the purposes of section 24EBA(1)(a) of the NTA.

5.8 To the extent that any of the acts that are validated and/or consented to under this Agreement, including the Agreed Acts, are Future Acts, the Parties acknowledge that the Non-Extinguishment Principle applies, other than to any Surrender.

5.9 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.

5.10 To the extent that part 2, division 3, subdivision P of the NTA would otherwise apply to a Future Act or class of Future Acts for which consent is given in this Agreement, the parties agree that part 2, division 3, subdivision P is not intended to apply.

6. Surrender

6.1 In accordance with clause 5.5, the Native Title Party surrenders all Native Title Rights and Interests over the Surrender Area.

6.2 The Surrender takes effect upon Registration of this Agreement.

7. Tenure Regularisation over McKinlay Shire Council rubbish tip

7.1 The Parties consent, to the extent that they are Future Acts:

(a) to the State taking the following steps to regularise tenure over the McKinlay Shire Council rubbish tip following Registration:

(i) excise that part of Lot 23 on AL76 that is subject to encroachment (described in Part B of Schedule 1 and depicted in the map attached at Schedule 2) from the current Reserve for Township Purposes held by McKinlay Shire Council as trustee under the Land Act;

(ii) reconfigure Lot 7 on AL33 (currently a Reserve for Sanitary Purposes held by McKinlay Shire Council as trustee under the Land Act) to include that part of Lot 23 on AL76 that is subject to encroachment; and

(iii) dedicate that part of Lot 23 on AL76 that is subject to encroachment as a Reserve for Sanitary Purposes (the "New Sanitary Reserve") and appoint the McKinlay Shire Council as trustee; and

(b) to all acts:

(i) done under or in accordance with the New Sanitary Reserve; or

(ii) in the area covered by the New Sanitary Reserve, as long as the act's impact on Native Title is no greater than the impact that any act that could have been done under or in accordance with the Sanitary Reserve would have done.

Schedule 7 Agreed Acts

1. The dedication of any Reserve over any part of any of the ALA Lots and any of the Freehold Lots prior to any grant of Aboriginal Land over the ALA Lots or any grant of fee simple under the Land Act over any of the Freehold Lots provided that prior to the dedication of any reserve the State obtains the written consent of the Mitakoodi and Mayi People Native Title Aboriginal Corporation to the dedication including the dedicated purpose and the appointment of any trustee.

2. Any declaration of the ALA Lots as Transferable Land and any grant of Aboriginal Land over the ALA Lots to the Mitakoodi and Mayi People Native Title Aboriginal Corporation in accordance with clause 9.

3. Any Future Acts done by the Mitakoodi and Mayi People Native Title Aboriginal Corporation, or the Grantee at the relevant time, in the ALA Lots in accordance with the ALA and/or a grant of Aboriginal Freehold, including, for example, the grant of any leases.

4. Any deed of grant in fee simple under the Land Act over the Freehold Lots to the Mitakoodi and Mayi People Native Title Aboriginal Corporation in accordance with clause 9.

5. Any act that is necessary for, or consequential on, the doing of any of the acts described above in this Schedule 7.

6. Any variation of this Agreement that the parties are authorised, and agree, to make under section 24ED of the NTA.

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

"Agreed Acts" means the acts specified in Schedule 7;

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

"ALA Lots" means those areas identified in Part A of Schedule 5 and depicted on the map in Part A of Schedule 6;

“Cloncurry Hospital Site” means that part of the Agreement Area described as Lot 43 on AP23963 and Lot 33 on BD68;

“Freehold Lots” means those areas identified in Part B of Schedule 5 and depicted on the map in Part B of Schedule 6;

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

“Grantee” means a grantee under the ALA;

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

“Lawlor Lease Area” means that part of the Agreement Area described as Lot 51 on SP265801;

“MRA” means the *Mineral Resources Act 1989* (Qld);

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

“Non-Extinguishment Principle” has the meaning given in the NTA;

“Reserve” means a reserve dedicated under the Land Act;

“State” means the State of Queensland;

“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 the area described in Schedule 3 and depicted on the map in Schedule 4;

“Tonkin Lease Area” means that part of the Agreement Area described as Lot 151 on CP911698;

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

Attachments to the entry

[QI2024_010 Schedule 1 Agreement Area.pdf](#)

[QI2024_010 Schedule 2 Map of Agreement Area.pdf](#)

[QI2024_010 Schedule 3 Surrender Area.pdf](#)

[QI2024_010 Schedule 4 Map of Surrender Area.pdf](#)

[QI2024_010 Schedule 5 Transfer lots.pdf](#)

[QI2024_010 Schedule 6 Map of Transfer lots.pdf](#)