



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/130
Short name	Indjalandji-Dhidhanu People and Barkly Downs ILUA
ILUA type	Area Agreement
Date registered	08/05/2013
State/territory	Queensland
Local government region	Mount Isa City Council

Description of the area covered by the agreement

The agreement area includes all of the land and waters within Lot 42 on CP847157 (Barkly Downs).

1.1

Agreement Area means that part of the Lease described in Schedule 2 [Schedule 2 is attached to this register extract] over which the Native Title Party will gain access to the land and exercise the Native Title Rights and Interests. Parts of the Agreement Area will be subject to conditions, as provided for in Schedule 1.

Lease means the interest in land held by the Lessee in respect of land within the Agreement Area being, at the Commencement Date, Pastoral Holding 8/42 comprising Lot 42 on CP847157 and known as Barkly Downs Station, including any re-making, renewal, re-grant or extension of the term of that interest within the Agreement Area as permitted under the Land Act and the NTA.

[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 covers about 6,868 square kilometres, located approximately 10 kilometres south east of Camooweal and falls within the Local Government Authority of the Mount Isa City Council].

Parties to agreement

Applicant

Party name	Hazel Windsor and Colin Saltmere on behalf of the Indjalandji-Dhidhanu People
Contact address	c/- HWL Ebsworth GPO Box 2033 Brisbane QLD 4001

Other Parties

Party name Graeme William Acton and Evan Russell Acton

Contact address c/- Thynne & Macartney
GPO Box 245
Brisbane QLD 4001

Period in which the agreement will operate

Start date 17/12/2012

End date not specified

1.1 (Definitions):

Commencement Date means the day on which this Agreement is executed by the Parties and, if executed on different days, the later of those days.

3. (a) The Agreement commences on the Commencement Date.

(b) In the event that the Determination of Native Title is not made within six months of the Registration Date, the Parties will no longer be bound by this Agreement and the Agreement shall expire and be deemed to be at an end.

7.1 Subject to clauses 7.4 and 7.7, this Agreement takes effect on the Commencement Date, and continues until:

- (a) the date of expiry of the term [sic] of the Lease; or
- (b) the date of surrender, resumption, forfeiture or termination of the Lease; or
- (c) the date of removal of the Agreement from the Register of Indigenous Land Use Agreements.

7.4 Unless otherwise agreed, this Agreement will end with the valid extinguishment of Native Title over the whole of the Agreement Area.

7.7 Subject to the provisions of the Land Act, the Agreement will not terminate if:

- (a) the Lease has expired but application has been made for renewal or other action has been taken under the provisions of the Land Act for continuity of the Lease; or
- (b) land dealings on the Lease in the form of subdivisions, amalgamations, additional areas or conversion to a perpetual tenure result in a new lease being issued; or
- (c) the Lease or part of the Lease is converted to protected area tenure under the NCA.

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

The agreement includes no statements mentioned in subsection 24EB(1) or 24EBA(1) or (4)

Attachments to the entry

QI2012_130 - Written description and map of the agreement area.pdf