



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2019/028
Short name	Tangalooma ILUA
ILUA type	Area Agreement
Date registered	29/05/2020
State/territory	Queensland
Local government region	Brisbane City Council

Description of the area covered by the agreement

"**Agreement Area**" means Lot 19 on SP106585 and Lot 18 on SL11788 which is the area described in Schedule 1 and shown on the map in Schedule 2.

[Copies of Schedules 1 and 2 are 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 approximately 0.7 sq km consisting of two land parcels; being Lot 18 on SL11788 and Lot 19 on SP106585, located on the western coastline of Moreton Island approximately 800 m north and 300 m south west of Tangalooma.]

Parties to agreement

Applicant

Party name	State of Queensland - Department of Natural Resources, Mines and Energy
Contact address	PO Box 15216 City East QLD 4002

Other Parties

Party name	Quandamooka Yoolooburrabee Aboriginal Corporation RNTBC ICN 7564
Contact address	PO Box 235 Dunwich QLD 4183

Party name	Robert Anderson on his own behalf and on behalf of the Quandamooka People
Contact address	c/- Queensland South Native Title Services Limited ACN 114 581 556 PO Box 10832 Adelaide Street Brisbane QLD 4001

Party name	Tangalooma Island Resort Pty Ltd ACN 010 170 902
-------------------	--

Contact address Tangalooma Wild Dolphin Resort
Morton Island, 018905441
Tangalooma QLD 4025

Party name Tangalooma Pty Ltd ACN 010 997 707
Contact address c/- Tangalooma Wild Dolphin Resort
Moreton Island, 018905436
Tangalooma QLD 4025

Period in which the agreement will operate

Start date not specified

End Date not specified

3. Commencement and Termination

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Termination), 4 (Authority) and 18 (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 to 3.6, this Agreement will continue in force in perpetuity.

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

5.1 The parties:

(a) consent to the doing of the Agreed Acts;

(b) consent to the Surrender within the Surrender Area taking effect as described in clause 6; and

(c) agree to the validation of any acts done by the State in the Agreement Area prior to the Execution Date to the extent that they were invalidly done for Native Title purposes and can be validated by this Agreement;

5.4 The parties agree that any surrender is intended to extinguish the Native Title Rights and Interests in the Surrender Area and the parties agree that any surrender permanently extinguishes those Native Title Rights and Interests from the date the surrender takes effect.

"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 6;

"Agreement Area" means Lot 19 on SP106585 and Lot 18 on SL11788 which is the area described in Schedule 1 and shown on the map in Schedule 2;

"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;

"Surrender Area" means that part of Lot 19 on SP106585 formally described as Lot 19 on SL11787 and shown on the map at Schedule 3.

Attachments to the entry

[QI2019_028 Schedule 1 Agreement Area.pdf](#)

[QI2019_028 Schedule 2 Map of Agreement Area.pdf](#)

[QI2019_028 Schedule 6 - Agreed Acts.pdf](#)