



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2019/013
<b>Short name</b>	Toolka Land Trust ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	11/10/2019
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council

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## Description of the area covered by the agreement

"Agreement Area" means the land and waters depicted in the map at Schedule 1, and described as Lot 7 on Survey Plan 171860.'

[A map of the Agreement Area is contained in Schedule 1 of the agreement. A copy of Schedule 1 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 covers approx. 181 sq km and is located on the Cape York Peninsula, approx 7km north of Coen and 184 km south east of Weipa.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Toolka Land Trust
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

### *Other Parties*

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<b>Party name</b>	James Creek on his own behalf and on behalf of the Cape York United Number 1 Claim Group
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

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<b>Party name</b>	Jenny Creek Snr, David Nicholls, Raymond Bally, Connell Creek, Eldine Creek and Donna Creek on their own behalf and on behalf of the Traditional Owners of Toolka Land Trust (Native Title Party)
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

4.1 Subject to clause 4.2, this Agreement commences on the Execution Date.

4.2 Clauses 5 (Consent and Agreement for the Purposes of the NTA) clause 10 (Future Land Use Activities) and clause 12 (Compensation for Land Use Activities) commence on Registration.

4.3 This Agreement will terminate on the occurrence of the following events:

(a) all Parties agree in writing; or

(b) any Party in their absolute discretion choosing to terminate this agreement at any time at least 10 years after the Execution Date by written notice to the other parties.

4.4 Subject to this Agreement being terminated under clause 4.3 or 22.5, this Agreement continues on an indefinite basis.

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

"NTA" means the *Native Title Act 1993* (Cth).

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

5.1 The Parties consent to the doing of the Agreed Acts, to the extent they are Future Acts, subject to:

(a) In relation to the grant of the Quarry Lease to Kalan Enterprises, clause 8 [*clause 8 sets out conditions on the grant of the Quarry Lease to Kalan Enterprises*];

(b) In relation to the grant of the Cattle Licence to James Creek, clause 9 [*clause 9 sets out conditions on the grant of the Cattle Licence to James Creek*]; and

(c) In relation to future Land Use Activities, clause 10 [*clause 10 sets out conditions on future Land Use Activities in the Agreement Area*].

5.2 Subject to compliance with this Agreement, if any of the Agreed Acts done after the Execution Date and prior to the Registration Date are invalid Future Acts, the Parties agree to the validating of those Agreed Acts.

5.4 Subdivision P, Division 3, Part 2 of the [*Native Title Act 1993* (Cth)] is not intended to apply to the doing of the Agreed Acts.

"Agreed Acts" means any act in the Agreement Area done as part of, or in relation to the following:

(a) the grant of a Tenure; or

(b) the doing of an Infrastructure Act;

(c) the doing of an activity permitted by the grant of the Tenure;

(d) the grant of the Quarry to Kalan Enterprises;

(e) the grant of the Cattle Licence to James Creek; and

(f) all Future Acts necessary to give effect or incidental to the above acts;

"Cattle Licence" means an agreement between James Creek and Toolka Land Trust, which includes terms that James Creek may occupy and use the Cattle Licence Area for the purpose of a cattle business, including breeding cattle, and may construct all necessary infrastructure, for a period of 10 years with an option to renew for 2 further periods of 10 years;

"High Impact Activities" means activities which are reasonably likely to involve:

(a) Vegetation Clearance; or

(b) Excavation Works;

"Infrastructure Act" means the construction, establishment, erection, deployment, carrying out or installation of works or infrastructure during the term of this Agreement;

"Land Use Activity" means the grant of Tenure, the doing of an Infrastructure Act or undertaking of High Impact Activities;

"Quarry Lease" means the agreement between the Toolka Land Trust and Kalan Enterprises Aboriginal Corporation ICN 7212 to extract and remove quarry materials from the Quarry Lease Area;

"Tenure" means a lease, permit, easement, licence or any other authority to use or occupy land that is granted, given or issued under the [*Aboriginal Land Act 1991* (Qld)] or the [*Land Act 1994* (Qld)].

## Attachments to the entry

[QI2019\\_013 Schedule 1 - Agreement Area.pdf](#)