



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/035
<b>Short name</b>	Carpentaria Shire Council - Tagalaka People #2 ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	28/10/2013
<b>State/territory</b>	Queensland
<b>Local government region</b>	Carpentaria Shire Council

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### Description of the area covered by the agreement

Schedule 1 of the agreement contains a written description and a map of the ILUA area. A copy of Schedule 1 is attached to this register extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

Agreement area covers about 3064 km<sup>2</sup> extending approx. 230km southeast from Normanton

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Carpentaria Shire Council
<b>Contact address</b>	c/- Preston Law PO Box 707N North Cairns QLD 4870

#### *Other Parties*

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<b>Party name</b>	Tagalaka Aboriginal Corporation
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N North Cairns QLD 4870

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**Party name** Billy Fortune, Gladys Callope, Janet Busch, Janette Owens, Beverly Bowyang and Maureen Douglas

**Contact address** c/- North Queensland Land Council  
PO Box 679N  
North Cairns QLD 4870

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**Period in which the agreement will operate**

**Start date** not specified

**End date** not specified

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3.1. Clauses 1 to 6 (excluding 4.4, 4.5 and 4.6) and 13 to 25 commence on the Commencement Date [23 July 2013].

3.2 The remaining clauses commence on the registration of the ILUA on the Register .

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

4.4 Subdivision P of Division 3 of Part 2 of the Native Title Act is not intended to apply to any Future Acts for which the Parties have given consent under this Deed .

8.1. In the event the Council wishes to construct or carry our Works or Activities in the ILUA Area in respect of which it has not already received consent under this Deed, it may seek to obtain such consent by having the Act become an Approved Future Act by following the process set out in Schedule 2.

8.2. A Work or Activity is an Approved Future Act for the purposes of this Deed if :-

8.2.1. it is described in a Proposed Activity Notice or Revised Activity Notice given to the Prescribed Body Corporate; and

8.2.2. either:-

8.2.2.1. the Prescribed Body Corporate has given a Concurrence Notice; or

8.2.2.2. consent is deemed to be given under paragraph 10 of Schedule 2.

8.3. The Parties consent to the doing of Approved Future Acts.

8.4. This clause does not apply to any part of the ILUA Area where Native Title Rights and Interests have been extinguished or determined not to exist.

9.1. The Parties consent to the construction or carrying out of Minor Works or Activities on the conditions described in Schedule 3—Minor Works or Activities (see attached).

9.2. This clause does not apply to any part of the ILUA Area where Native Title Rights and Interests have been extinguished.

**Attachments to the entry**

[QI2013\\_035 Schedule 1 ILUA - Description of ILUA Area.pdf](#)

[QI2013\\_035 Schedule 1 ILUA - Map of ILUA Area.pdf](#)

[QI2013\\_035 Schedule 3 - Minor Works and Activities.pdf](#)