



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/024
Short name	Tagalaka People/Golden Gate ILUA
ILUA type	Body Corporate
Date registered	19/05/2014
State/territory	Queensland
Local government region	Croydon Shire Council, Etheridge Shire Council

Description of the area covered by the agreement

'Agreement Area' means that part of the Lease Area which is contained within the external boundaries of the Claim Area in the Native Title Claim, and which is described in Schedule 1 to this Agreement.

'Claim Area' means the land and waters the subject of Federal Court Proceedings QUD 6020 of 2001.

[A written description and map of the agreement area are 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:

Agreement covers about 396 sq km extending from approx. 16 km northwest to approx. 26 km northeast of Croydon]

Parties to agreement

Applicant

Party name	Wallabadah Pastoral Pty Ltd
Contact address	c/- Preston Law PO Box 707N North Cairns QLD 4870

Other Parties

Party name	Janet Busch, Bill Fortune, Janette Owens, Maureen Douglas, Beverly Bowyang and Gladys Callope (Tagalaka Party)
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Contact address c/- North Queensland Land Council
Po Box 679N
North Cairns QLD 4870

Party name Tagalaka Tribal Aboriginal Corporation

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

Period in which the agreement will operate

Start date not specified

End date not specified

5.1 Subject to clauses 5.4, 5.5 and 5.8, this Agreement takes effect on the date that a determination of native title in favour of the Tagalaka People is made, and continues until:

- (a) the date of expiry of the Lease term; 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.

5.2 The Parties will notify the State and the Land Title Registrar within 10 Business Days of the Agreement ending under clause 5.1(c).

5.3 Any entitlements owing to the Lessee under the provisions of the Land Act by virtue of the existence of this Agreement, relating to extensions, terms and other benefits in place at the time, take effect on the Notation Date.

5.4 In the event a Determination recognising the right to possession and occupation of the Agreement Area, to the exclusion of all others, is made to:

- (a) persons other than the Tagalaka People, the Agreement terminates as at the date of the Determination; or
- (b) the Tagalaka People, the Agreement continues unless otherwise determined by the Tagalaka People.

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

5.6 The Lessee will notify the State and the Land Title Registrar within 28 Business Days of the Agreement ending under clause 5.4(a) or 5.4(b) or clause 5.5.

5.7 The Parties acknowledge that upon details of this Agreement being removed from the Register of Indigenous Land Use Agreements and/or Land Register for any reason, the provisions of sections 155D to 155E of the Land Act and any subordinate legislation apply in relation to the Lease term.

5.8 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.

"Land Act" means the Land Act 1994 (Qld).

"Land Register" means a register under section 276 of the Land Act kept by the Land Registry.

"Lessee" means the holder of the Lease and Occupation Licences, described in Item 4 of Schedule 1, and also includes, where the context permits it, all of the Lessee's employees, contractors, agents, invitees and all family members or others who cohabit with the Lessee.

"NCA" means Nature Conservation Act 1992 (Qld).

"Notation Date" means the date on which this Agreement is Noted by the Land Title Registrar, which will be the date on which the Agreement is recorded on the Land Register.

"Occupation Licences" means the occupation licences under the Land Act held by the Lessee set out in Item 3 of Schedule 1, and includes, where the context permits, any renewal or extension of those licences or any new licenses or leases that replace those licences.

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

25.1 The Tagalaka People note that the Lessee has made application to convert the Occupation Licences to term leases for pastoral purposes.

25.2 The Tagalaka People consent to the following future acts:-

(a) the issue of a Term Lease or Leases for pastoral purposes over land the subject of the Occupational Licences provided that:

- (i) the Lessee is the holder of the Term Lease or Lease[s] for pastoral purposes; and
- (ii) the Term Lease or Leases will be only for pastoral purposes;
- (b) the subdivision of Lot 785 on AP12367.

Attachments to the entry

[QI2014_024 Schedule 1 - Description and Maps of Agreement Area.pdf](#)