



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/003
Short name	Western Yalanji and Tablelands Regional Council ILUA
ILUA type	Body Corporate
Date registered	22/04/2014
State/territory	Queensland
Local government region	Mareeba Shire Council

Description of the area covered by the agreement

"Agreement Area" means the area described in writing in Schedule 2 being all of the land and waters within the Claim Area shown on the map marked "Agreement Area" in Schedule 3, which does not overlap with any other native title claim.

[A copy of the written description (Schedule 2) and a copy of the map (Schedule 3) 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 about 101 sq km located, within the Mareeba Shire Council, approximately 95 km westerly of Mossman and south of Mount Hurford.]

Parties to agreement

Applicant

Party name	Tablelands Regional Council [See Note]
Contact address	c/- MacDonnells Law GPO Box 79 Brisbane Qld 4000

Other Parties

Party name	Mr Thomas Mitchell, Mr Desmond Brickey (aka Des Brickey), Ms Dell Riley, Mr Graham Brady and Mr William Steven Brady as the Applicants for the Native Title Determination Applications QUD6008/1999 (Western Yalanji #4) and QUD6003/2001 (Western Yalanji #5 and #7)
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Contact address c/- North Queensland Land Council
61 Anderson Street
Cairns Qld 4870

Party name Western Yalanji Aboriginal Corporation ICN 3326

Contact address c/- North Queensland Land Council
61 Anderson Street
Cairns Qld 4870

Period in which the agreement will operate

Start date not specified

End date not specified

15.1 This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until this Agreement is Terminated .

15.2 This Agreement is made up of five Parts and in certain circumstances some Parts no longer apply. For clarification:-

- (a) Part 2 no longer applies in the circumstances in sub-clause 24.2;
- (b) Part 3 no longer applies in the circumstances in sub-clause 30.3;
- (c) Part 4 no longer applies in the circumstances in sub-clause 41.2; and
- (d) Part 1 and 5 continue indefinitely unless this Agreement is Terminated .

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

31.2 Part 2 Division 3 Subdivision P of the Native Title Act (which relates to the right to negotiate) does not apply to any Future Acts covered by this Agreement .

34.1 A Future Act is covered by this Agreement where it is expressly or impliedly done in a manner consistent with this Agreement .

34.2 A Future Act is not covered by this Agreement where:-

- (a) it is not done in a manner consistent with this Agreement; or
- (b) the Local Government states, or otherwise indicates, that it is not covered by this Agreement .

34.3 Where a Future Act is not covered by this Agreement, the Local Government may seek to proceed with the Future Act in any other way that the Native Title Act allows .

Low Native Title Impact Activities

37.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 8). [A copy of Schedule 8 is attached to this Register Extract].

37.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact .

High Native Title Impact Activities

37.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 9). [A copy of Schedule 9 is attached to this Register Extract].

37.4 The conditions are that the Local Government satisfies one of the following:-

(a) The Local Government:

i) gives a Compliance Notice to the Native Title Party's Representative in accordance with sub-clause 40.1(a); and

ii) completes Consultation in accordance with sub-clause 40.1(b).

(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in Clause 57), the Local Government:

i) gives a list of capital works involving the Activity under sub-clause 57.6(d); and

ii) consensus is reached under Clause 57.6(e) about the Activity being carried out.

Distinction

37.5 For clarification, an Activity which has a Low Native Title Impact will not be an Activity which has a High Native Title Impact.

39.2 A Future Act which was invalidly done before the Execution Date and which is not an intermediate period act under the Native Title Act, is validated.

“Activity” and “Activities” has the widest possible meaning and includes any activity (including any construction and ground disturbing activity), action, undertaking, dealing, grant, approval, consent and agreement.

“Compliance Notice” means a Notice of Activities that may affect Native Title and/or Aboriginal Cultural Heritage in the form in Schedule 12.

“Consultation” means either:-

(a) completion of the process set out in Schedule 13; or

(b) a consensus decision reached at a Capital Works Forum convened in accordance with Clause 57 and recorded in the signed minutes for the forum meeting.

[Note: Mareeba Shire Council is now the local government for the area covered by this agreement, therefore pursuant to the Local Government (De-amalgamation Implementation) Regulation 2013 (Qld) a reference to Tablelands Regional Council in the agreement is taken to be a reference to Mareeba Shire Council. Any inquiries about the agreement should be directed to:

Mareeba Shire Council

c/- MacDonnells Law

GPO Box 79

BRISBANE QLD 4000]

Attachments to the entry

[QI2014_003_Schedule 8_Low Impact Area.pdf](#)

[QI2014_003_Schedule 9_High Impact Area.pdf](#)

[QI2014_003_Schedule 2_Description of ILUA Area.pdf](#)

[QI2014_003_Schedule 3_Map of ILUA Area.pdf](#)