



Extract from Register of Indigenous Land Use Agreements

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| NNTT number | QI2013/003 |
| Short name | Carpentaria Shire Council Kowanyama Area ILUA (Part B) |
| ILUA type | Area Agreement |
| Date registered | 05/06/2013 |
| State/territory | Queensland |
| Local government region | Carpentaria Shire Council |

Description of the area covered by the agreement

Schedule 1 of the agreement describes the agreement area as follows:

The agreement area covers all the land and waters within the external boundary described as:

Commencing at the northern most corner of Lot 13 on CTH3 (Kulata Pastoral Holding) and extending generally south easterly, south westerly and generally southerly along northern and eastern boundaries of that Lot, eastern boundaries of Lot 3 on MM2 (Dunbar Pastoral Holding) to the westernmost corner of Lot 4 on MM3 (Highbury Pastoral Holding); then generally southerly along the Carpentaria Shire Council boundary to the southern boundary of again Lot 3 on MM2 (Dunbar Pastoral Holding); then generally westerly along that boundary to the eastern boundary of Lot 2457 on PH2043 (Galbraith Pastoral Holding); then south along the boundary of that lot to the centreline of the Staaten River, then generally westerly along the centreline of the Staaten River to its intersection with the southern boundary of Lot 2457 on PH2043 and confluence with Wyaaba Creek at approximate longitude 141.589890°, then generally north westerly along the southern boundaries of Lot 2457 on PH2043, southern boundaries of Lot 746 on OL298 and southern and western boundaries of Lot 2322 on PH2031 (Alma Pastoral Holding) to the High Water Mark of the Gulf of Carpentaria at approximate latitude 16.393431° South; then generally northerly along the High Water Mark of the Gulf of Carpentaria, across the mouths of any waterways flowing into the Gulf of Carpentaria between the seaward extremities at High Water Mark of each of the opposite banks of each such waterway, to the northern bank of Topsy Creek (being the southern boundary of Lot 19 on DB16); then generally easterly and northerly along boundary of that Lot to the southern bank of Mitchell River; then generally south easterly along the southern bank of that River to the intersection with the prolongation of the south eastern boundary of Lot 5 on SP215744, (Errk Oykangand National Park); then north easterly to and along the boundary of that lot back to the commencement point.

The following areas are not included in the agreement area.

- Native Title Determination QUD6119/98 Kowanyama People (QC97/9) as determined in the Federal Court on 22/10/2009.
- All dedicated roads within the external boundary.
- Lot 2 on DB31 and Lot 1 on MM1

[A map of the agreement area is included at Schedule 1 of the agreement. A Copy of the map 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 about 13,640 sq km, located south of Kowanyama to the Staaten River and from the Gulf of Carpentaria to the Shire boundary.]

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | Carpentaria Shire Council |
| Contact address | c/- Preston Law PO Box 707N North Cairns Qld 4870 |

Other Parties

| | |
|------------------------|--|
| Party name | Mr Gary Hudson, Mr Evans Josiah, Mr Griffith Patrick, Mr Dennis Michael, Ms Glenette Greenwool, Mr Ravin Greenwool, Ms Jenny Paul, Ms Donna Brumby, Ms Priscilla Major, Ms Roslyn Gilbert, Ms Una Claude, Ms Corrine Daniel, Mr Kelvin Greenwool, Mr Douglas Eric, Mr Teddy Bernard, Ms Rosemary Henry, Mr Christopher Henry, Mr Roger Inkerman, Ms Lyndell Michelle Anne Jimmy, Mr Roy Dennis Maggable, Ms Hazel Paul, Ms Angela Fiona Edwards, Mr Shaun Kalk Edwards, Ms May Edwards, Ms Lindsay Edwards, Ms Glennis Rose Mudd, Ms Shenane Jago, Mr Colin Lawrence, Mr Arthur Luke, Ms Christine Lawrence, Mr Ivan Jimmy, Ms Shirley Yam, Ms Maria Dick, Mr Robert Holness, on their own behalf and on behalf of the Kowanyama People. |
| Contact address | c/- Cape York Land Council Aboriginal Corporation PO Box 2496 Cairns Qld 4870 |

Period in which the agreement will operate

| | |
|-------------------|---------------|
| Start date | not specified |
| End date | not specified |

3.1 Clauses 1 - 6 (excluding clauses 4.4, 4.5, 4.6 and 5) and 14 - 29 commence on the Commencement Date.

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

"Commencement Date" means the date this Deed is signed by the last of the Parties.

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 Native Title Parties have given consent under this Deed .

8.2 The Native Title Parties consent to the continued operation, use and maintenance of:-

- (a) the Non-Extinguishing Infrastructure;
- (b) the land on which the Non-Extinguishing Infrastructure is located; and
- (c) any land or waters which is adjacent to the land on which the Non-Extinguishing Infrastructure is located which is necessary for, or incidental to, the operation of the Non-Extinguishing Infrastructure.

9.1 The parties acknowledge that certain constructed roads have been constructed wholly or partially outside the area of land dedicated, declared, notified or taken for public use as a road ("off alignment roads").

9.2 Without the limiting the [sic] operation of clause 12.9, the Native Title Parties consent to:

- (a) the operation and maintenance of off alignment roads by or on behalf of the Council;
- (b) the use by the public of off alignment roads.

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

- (a) it is described in a Proposed Activity Notice or Revised Activity Notice given to the Native Title Parties; and
- (b) either:-
 - i) the Native Title Parties have given a Concurrence Notice; or
 - ii) consent is deemed to be given under paragraph 10 of Schedule 2.

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

11.1 The Parties consent to the construction or carrying out of Minor Works or Activities on the conditions described in Schedule 3.

"Non-Extinguishing Infrastructure" means Council infrastructure that is: -

- (a) not Extinguishing Infrastructure; and
- (b) was constructed or established within the ILUA Area on or before the Commencement Date;

Schedule 3

2. MINOR WORKS OR ACTIVITIES FOR WHICH CONSENT IS GIVEN:

The Minor Works or Activities for which consent is given are:-

- (a) constructing Council Infrastructure required in emergency circumstances to ensure the safety of people and the preservation of property where people or property are subject to an immediate threat;
- (b) tree lopping but not removal in the immediate vicinity of Council Infrastructure;
- (c) repairing any damaged Council Infrastructure;
- (d) reinstating any destroyed Council Infrastructure to its pre-existing state;
- (e) inspecting Council Infrastructure;
- (f) maintaining Council Infrastructure;
- (g) fencing or barricading Council Infrastructure other than roads;
- (h) erecting sign posts;
- (i) nothing in paragraph 2 shall entitle Council to undertake works outside of the Footprint of Council infrastructure.

Attachments to the entry

QI2013_003 Map of ILUA Area.pdf