



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/075
Short name	Northern Peninsula Area Regional Council Northern Cape York Group #1 ILUA
ILUA type	Area Agreement
Date registered	02/04/2015
State/territory	Queensland
Local government region	Northern Peninsula Area Regional Council

Description of the area covered by the agreement

'ILUA Area' means the area described in Schedule 1, as shown on the maps in Schedule 1 subject to any reduction in the ILUA Area in accordance with clause 7 [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 1022 sq km in the northern part of Cape York Peninsula]

Parties to agreement

Applicant

Party name	Northern Peninsula Area Regional Council
Contact address	c/- Preston Law PO Box 707N Cairns North Queensland 4870

Other Parties

Party name	Larry Woosup, Asai Pablo, Charles Woosup, Walter Moses, Anzac McDonnell, Francis Brisbane, Meun Lifu, George Pausa and Bernard Charlie on their own behalf and on behalf of the Northern Cape York Group #1
Contact address	PO Box 6878 Cairns Queensland 4870

Period in which the agreement will operate

Start date	not specified
End date	not specified

3.1 Clauses 1 to 6 (excluding clauses 4.4, 4.5, 4.6 and 5) and 14 – 29 commence on the Commencement Date [15 October 2014].

3.2 The remaining clauses commence on the registration of the Deed 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 Native Title Act is not intended to apply to any Future Acts for which the Native Title Parties have given consent under this deed.

8.1 The Native Title Parties consent to the continuing operation, use and maintenance of: (a) the Non-Extinguishing Infrastructure [infrastructure built before the commencement date, not being a public work validly constructed or established on or before 23 December 1996]; (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 Without limiting the generality of clause 9.2, the Native Title Parties consent to: (a) the operation and maintenance by or on behalf of the Council; (b) the use by the public; and (c) the dedication by the Minister, of that area of land within the Road Opening Area.

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

9.3 Without the [sic] limiting the generality of clauses 9.1 or 9.2, 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; and (c) to the extent that the off alignment roads are constructed outside of the area of land dedicated, declared, notified or taken for public use as a road, the dedication by the Minister to a width of up to sixty (60) meters, of the Road Opening Area.

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.

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

'Minor Works or Activities' are described in Schedule 3. [A copy of Schedule 3 is attached to this Register Extract].

'Works or Activities' means any Council Infrastructure or activity or grant of any Occupancy Interest that Council may provide or undertake after the Commencement Date other than Minor Works or Activities.

'Council Infrastructure' means infrastructure or works owned, maintained, controlled or operated by the Council for a Public Purpose including: (a) amenities, buildings, causeways, cemeteries, conduits, crossings, dams, drains, jetties, pipes, recreation facilities, reservoirs, roads, rubbish dumps, service infrastructure, sheds, transfer stations and wharves; and (b) works serving a public need or for a Public Purpose; and (c) Public Works.

Attachments to the entry

[QI2014_075 Schedule 1 Map and Description of agreement area.pdf](#)

[QI2014_075 Schedule 3 Minor Works and Activities.pdf](#)