



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/018
Short name	Lockhart River Defence Facilities ILUA
ILUA type	Area Agreement
Date registered	23/09/2016
State/territory	Queensland
Local government region	Lockhart River Aboriginal Shire Council

Description of the area covered by the agreement

Schedule 2 of the agreement describes the agreement area as all the lands and waters subject to Lot A on SP128433 in Lot 1 on SP104565 (formerly Lot 16 on WMT42) as shown on the survey plan in Schedule 3.

[A map of the agreement area is contained in Schedule 3 of the agreement. A copy of Schedule 2 and 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:

Agreement areas covers about 941 sq m located within the townsite of Lockhart River on Twin Peaks Street.]

Parties to agreement

Applicant

Party name	Commonwealth of Australia acting through the Department of Defence
Contact address	c/- MinterEllison Level 22, Waterfront Place 1 Eagle Street Brisbane QLD 4000

Other Parties

Party name Michael Ross, Silva Blanco, James Creek, Jonathan Korkaktain, Reginald Williams, Wayne Butcher, Clarry Flinders, Philip Port and Hogan Shortjoe on their own behalf and on behalf of the Cape York United Number 1 Claim (QUD673/2014)
and
Patricia Pascoe, Abigail Wilson, Brian Claudie, Evelyn Claudie, James Bally, Minnie Gibley, Gabriel Butcher and Sarah Elu on their own behalf and on behalf of the Kanthanampu People, and as agent for and on behalf of the persons comprising the Applicant in the Cape York United Number 1 Claim (QUD673/2014)

Contact address c/- Cape York Land Council Aboriginal Corporation
PO Box 2496
Cairns QLD 4870

Party name Lockhart River Aboriginal Shire Council

Contact address c/- P&E Law
211 Draper Street
Cairns QLD 4870

Period in which the agreement will operate

Start date not specified

End date not specified

The agreement commenced 17 February 2016 being the date on which the agreement was executed by the last of the parties to execute it.

The agreement continues for the term of the lease (to be granted by Lockhart River Aboriginal Shire Council to the Department of Defence) and any subsequent term of reissue, substitution, renewal or extension of the lease.

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

5. Statement for the purpose of the NTA

For the purposes of:

- (a) section 24EB(1)(c) of the NTA; and
- (b) regulation 7(5)(b) of the NT Regulations,

the Parties state that Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the grant of the Lease, the Facilities Acts or any other acts consented to under this agreement.

9. Consent and agreement

9.1 Lease and associated rights

(a) The Parties consent to:

- (i) the grant of the Lease; and
- (ii) other acts necessary or expedient to give effect to the grant of the Lease, in the ILUA Area and agree not to challenge their validity in the future.

(b) The Parties consent to:

- (i) the construction, development, operation and maintenance of the Facilities by or on behalf of Defence; and
- (ii) the activities carried out by or on behalf of Defence in the ILUA Area, which took place prior to the Grant Date (Facilities Acts), notwithstanding the Facilities Acts were carried out prior to the Grant Date, and the Parties agree that the Facilities Acts are valid

and that they will not challenge their validity in the future.

Definitions

'Commencement Date' means the date this agreement is executed by the last of the Parties to execute it [17 February 2015].

'Facilities' means the depot constructed, developed, operated and maintained by or on behalf of Defence, in the ILUA area, prior to the Commencement Date.

'Facilities Acts' has the meaning given to that term in clause 9.1(b).

'Grant Date' means the date the Lease is granted by the Trustee and otherwise becomes unconditional in accordance with its terms.

'Lease' means a lease over the ILUA Area substantially in the form contained in Schedule 4 [of the agreement], and any reissue, substitution, renewal, extension or further or subsequent grant thereof.

'Trustee' means the Lockhart River Aboriginal Shire Council in its capacity as the holder of a fee simple title, as Trustee, to the ILUA Area.

Attachments to the entry

[Schedule 2 - Description of ILUA Area.pdf](#)

[Schedule 3 - Map of ILUA Area.pdf](#)