



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/003
Short name	Mapoon Township Community Development ILUA
ILUA type	Body Corporate
Date registered	28/06/2016
State/territory	Queensland
Local government region	Mapoon Aboriginal Council

Description of the area covered by the agreement

Clause 1.1 defines 'Agreement area' as all the land and waters in lots 4-25, 27-136 and 138-142 on DP278077 and lots 137, 201-208, 210, 211, 215, 216, 220 and 221 on DP284215 as shown on the plans in Schedule 1, excluding Excluded Area A and Excluded Area B.

[Schedules 1 and 2 (Schedule 2 shows the excluded areas) 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 12.3 sq km in the vicinity of the township of Mapoon and the Old Mapoon Road.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	Remote Indigenous Land and Infrastructure Office Department of Aboriginal and Torres Strait Islander Partnerships PO Box 5461 Cairns QLD 4870

Other Parties

Party name	Alwyn Peter, Cameron Hudson, Maggie Peter, Sandy Parry, Stephen Parry, Lizzie Clermont, Percy Clermont, Christina Clermont, Relcy Clermont, Josephine Samson-Narara, Vanessa Reardon, Troy Reardon, Lottie Luff, Florence Luff and Harriet Flinders on their own behalf and on behalf of the Traditional Owners
Contact address	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

Party name	Mapoon Aboriginal Shire Council
Contact address	PO Box 213 Weipa QLD 4874

Party name	Mokwiri Aboriginal Corporation RNTBC
Contact address	PO Box 1339 Weipa QLD 4874

Period in which the agreement will operate

Start date	29/02/2016
End Date	not specified

4.1 Subject to clause 4.2, this Agreement commences on the Execution Date [being 29 February 2016].

4.2 Clauses 7 (consent and agreement for the purposes of the NTA) and 44 (in regard to compensation) commence on Registration.

4.3 Subject to this Agreement terminating under clause 5, this Agreement continues on an indefinite basis.

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

7.1 The parties consent to the doing of the Agreed Acts, to the extent they are Future Acts, subject to:

(a) in relation to the grant of a Home Ownership Lease, clause 9.6, 10.6 or 11.6;

(b) in relation to the grant of a Social Housing Lease, clause 16.5;

(c) in relation to the doing of Council Infrastructure Acts, clause 22.11;

(d) in relation to Category A Development, clause 28.6;

(e) in relation to Category B Development, clause 29.7;

(f) in relation to Category C Development, clause 30.8; and

(g) in relation to the grant of State Lease, clause 36.10.

7.2 For the avoidance of doubt, consent is not required under clause 7.1 for Agreed Acts on land or waters where Native Title has been wholly extinguished.

7.3 Subject to compliance with this Agreement, if any of the Agreed Acts done after the Execution Date and prior to the Registration Date are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

7.5 Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the doing of the Agreed Acts.

“Agreed Acts” means all or any of the following acts undertaken or granted in the Agreement Area.

(a) “Home Ownership Acts”, meaning either or both of the following:

(i) the grant of a Home Ownership Lease; and

(ii) the grant of a Tenure other than a lease, which is necessary for or incidental to a Home Ownership Lease;

(b) “Social Housing Acts”, meaning any or all of the following:

(i) the grant of a Social Housing Lease;

(ii) the construction, operation, use maintenance or repair of Social Housing by or on behalf of the Trustee or the Council, other than in accordance with a Social Housing Lease;

(iii) the grant of a Tenure necessary for or incidental to Social Housing or a Social Housing Lease;

(iv) the grant of Residential Tenancy Agreements to the tenants of Social Housing;

(c) “Council Acts”, meaning any or all of the following:

(i) Council Infrastructure Acts;

(ii) Minor Council Operations;

(iii) the grant of a Council Tenure; and

(iv) the grant of Council Housing Tenure;

(d) “Development Acts”, meaning any or all of the following:

(i) the grant of Development Tenure for Category A Development;

(ii) the grant of Development Tenure for Category B Development;

(iii) the grant of Development Tenure for Category C Development; and

(iv) the grant of Residential Tenure;

(e) “State Acts”, meaning either or both of the following:

(i) the grant of State Lease; and

(ii) the grant of a Tenure, excluding a trustee lease, necessary for or incidental to a State Lease;

(f) the doing of the Office Project and the grant of the Office Lease;

(g) the assignment, transfer, amendment or sublease of a Home Ownership Lease, Social Housing Lease, Residential Tenancy Agreement, Council Tenure, Council Housing Tenure, Development Tenure, Residential Tenure, State Lease or a Tenure under paragraphs (a)(ii), (b)(iii) or (e)(ii) of this definition;

(h) the surrender of the whole or part of the DOGIT and the re-issue of the whole or part of the DOGIT to change the description or the boundaries of land or waters contained in the DOGIT under the Land Act;

(i) all Future Acts necessary to give effect to or incidental to the acts described in paragraphs (a) – (h) of this Definition; and

(j) all acts done in accordance with a Tenure granted under this Agreement.

“Category A Development” means development that:

(a) is No Veto Development;

(b) is wholly within the Red Beach Precinct or the Airport Land and Industry Precinct; and

(c) involves the grant of a Development Tenure for a term, including options to renew, equal to or less than ten years;

“Category B Development” means development that:

(a) is No Veto Development;

(b) is wholly within the Red Beach Precinct or the Airport Land and Industry Precinct;

(c) involves the grant of a Development Tenure to the Council for a term, including options to renew, equal to or less than ten years; and

(d) Council completely or substantially funds the construction of the infrastructure to be used for the No Veto Development, including through securing State or Commonwealth government funding;

“Category C Development” means development:

(a) that is not Category A Development or Category B Development;

(b) that is not otherwise covered in the definition of Agreed Acts;

(c) that involves the grant of a Development Tenure;

(d) that involves a Future Act; and

(e) for which, if not for this Agreement, the only means to obtain Native Title consent would be by way of an indigenous land use agreement under the NTA or Part 2 Division 3, Subdivision M of the NTA;

“NTA” means the Native Title Act 1993 (Cth).

Attachments to the entry

[QI2016 003 Schedule 1 Agreement Area.pdf](#)

[QI2016 003 Schedule 2 Excluded Areas.pdf](#)