



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/038
Short name	Mapoon Aboriginal Shire Council Northern Cape York Group #2 ILUA
ILUA type	Area Agreement
Date registered	27/10/2014
State/territory	Queensland
Local government region	Mapoon Aboriginal Shire Council

Description of the area covered by the agreement

The agreement area covers all of the land and waters within that part of native title determination application QUD157/2011 Northern Cape York Group #2 (QC2011/003) within the Mapoon Aboriginal Council Local Government boundary.

[Schedule 1 contains a full written description and map of the Agreement Area . A copy of Schedule 1 is attached to this Register Extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area . It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers about 490 sq km, located between the Pennefather River and Mapoon and north of Stones Crossing in western Cape York .]

Parties to agreement

Applicant

Party name	Mapoon Aboriginal Shire Council
Contact address	c/- Preston Law PO Box 707N Cairns North QLD 4870

Other Parties

Party name Maryanne Coconut, Grace John, Malcolm Callope, Charles Buddy, Gabriel Mairu, Florence Hector, Ivy Gordon, Andrea Toby, Maurice Woodley, Victoria Kennedy, Celia Fletcher, Agnes Mark, Alma Day, Harriet Flinders, Florence Luff, Neville Motton, Rhonda Parry, Allison Sailor, Raymond AhMat, Linda McLachlan, Michelle Kostecki (nee AhMat) on behalf of the Northern Cape York Group #2 (QUD156/2011)

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

Clause 1 to 6 (excluding clauses 4.4, 4.5, 4.6 and 5) and 14 - 29 commence on 3 June 2014. 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 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.

8.1 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 and Non-Extinguishing Infrastructure is located which is necessary for, or incidental to, the operation of the Non-Extinguishing Infrastructure.

9 PUBLIC ROADS

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 roads").

9.3 Without the 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 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) metres, of the Road Opening Area.

10 FUTURE COUNCIL WORKS AND ACTIVITIES

10.1 Subject to clause 10.5, in the event the Council wishes to construct or carry out Works or Activities in the ILUA Area in respect of which it has not already received consent under this Deed, it may seek to obtain such consent by having the act become an Approved Future Act by following the process set out in Schedule 2 [a copy is attached to this Register Extract].

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.

10.5 This clause does not apply to any Work of Activity described in Schedule 7 which is to occur in whole or in part within the area of Lot 4 on SP 252512.

11 MINOR WORKS OR ACTIVITIES

11.1 The Parties consent to the construction or carrying out of Minor Works or Activities on the conditions described in Schedule 3 [a copy is attached to this Register Extract].

Minor Works or Activities means the acts described in paragraph 2 of 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 .

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.

Attachments to the entry

[QI2014_038 Schedule 1 Map and description of the ILUA Area .pdf](#)

[QI2014_038 Schedule 2 Future Council Works and Activities.pdf](#)

[QI2014_038 Schedule 3 Minor Works or Activities.pdf](#)