



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2020/003
Short name	Carpentaria Shire Council Gkuthaarn and Kukatj ILUA
ILUA type	Area Agreement
Date registered	02/07/2020
State/territory	Queensland
Local government region	Carpentaria Shire 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:

The agreement area covers approx. 16,436 sq km and is located approx. 28 km east of Burketown, 1 km west of Karumba and extending approx. 121 km south from the Gulf of Carpentaria.]

Parties to agreement

Applicant

Party name	Carpentaria Shire Council
Contact address	PO Box 31 Normanton QLD 4890

Other Parties

Party name	Gkuthaarn and Kukatj Aboriginal Corporation
Contact address	c/- Carpentaria Land Council Aboriginal Corporation PO Box 6662 Cairns QLD 4870

Party name	Phillip George and Leanne Edwards on their own behalf and on behalf of the Gkuthaarn and Kukatj People
Contact address	c/- P&E Law PO Box 2337 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.

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.

9.2 Without the limiting the 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.

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

11.1 Subject to Clause 13, the Parties consent to the construction or carrying out of Minor Works or Activities on the conditions described in Schedule 3.

"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.

"Extinguishing Infrastructure" means Council Infrastructure that:-

- (a) was validly constructed or established within the ILUA Area on or before 23 December 1996; and
- (b) constitutes a Public Work;

"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;

Attachments to the entry

[QI2020_003 Schedule 1 Written description and maps of ILUA Area.pdf](#)

[QI2020_003 Schedule 3 Minor Works or Activities.pdf](#)