



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/020
Short name	Wuthathi People #2 and Cook Shire Council ILUA
ILUA type	Body Corporate
Date registered	19/08/2015
State/territory	Queensland
Local government region	Cook Shire Council

Description of the area covered by the agreement

'ILUA Area' means the Agreement 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 written description and maps of the agreement area are contained in Schedule 1 of the agreement. 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 1,182 sq km, located approximately 82 km north of Lockhart River and approximately 95 km south east of Bamaga.]

Parties to agreement

Applicant

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

Other Parties

Party name	Wuthathi Aboriginal Corporation RNTBC
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

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.

'Commencement Date' means the date this Deed is signed by the last of the Parties.

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 Holders have given consent under this Deed .

8.1 The Prescribed Body Corporate will not claim compensation from Council in respect of the extinguishment, diminishment or impairment of Native Title Rights and Interests by the construction or establishment of Extinguishing Infrastructure.

8.2 The 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.

8.3 The Native Title Rights and Interests are suppressed to the extent of any inconsistency between the Native Title Rights and Interests and the operation , use or maintenance of Non-Extinguishing Infrastructure.

8.4 The Prescribed Body Corporate will not claim compensation from Council in respect of the extinguishment, diminution or impairment of Native Title Rights and Interests by the construction, operation, use or maintenance of Non- Extinguishing Infrastructure.

9.1 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.

9.2 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 Prescribed Body Corporate; and
- (b) either:-
 - i) the Prescribed Body Corporate has given a Concurrence Notice; or
 - ii) consent is deemed to be given under paragraph 10 of Schedule 2.

9.3 If requested by Council, the Prescribed Body Corporate will provide all reasonable assistance to Council in securing the doing of Approved Future Acts .

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

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

'Council' means the Cook Shire Council constituted pursuant to the provisions of the Local Government Act 1993 (QLD) with jurisdiction over the local government area of the Shire of Cook;

'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;

'Occupancy Interest' means an easement, lease, licence, permit or other authority to use or occupy land granted, given or issued under a Law;

'Prescribed Body Corporate' means the Wuthathi Aboriginal Corporation RNTBC (ICN 7157);

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

Attachments to the entry

[QI2015_020 Schedule 1 - external boundary description and map of agreement area.pdf](#)

[QI2015_020 Schedule 3 - minor works or activities.pdf](#)