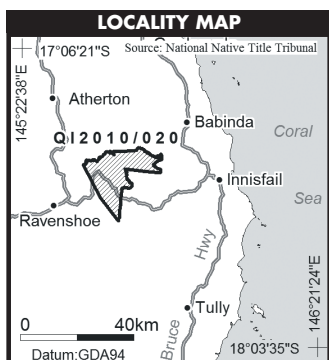


**QI2010/019 Ma:Mu Cassowary Coast Regional Council ILUA**

**Description of the agreement area:** The area subject to this agreement covers about 1,266km<sup>2</sup>, located south of Babinda, north of Tully, east of Ravenshoe and in the vicinity of Innisfail as shown on the locality map.

The agreement falls within the Local Government Authority of Cassowary Coast Regional Council.



**QI2010/020 Ma:Mu Tablelands Regional Council ILUA**

**Description of the agreement area:** The area subject to this agreement covers about 295km<sup>2</sup>, located east of Ravenshoe and approximately 21km west of Innisfail as shown on the locality map.

The agreement falls within the Local Government Authority of Tablelands Regional Council.

**The parties to the agreements and their contact addresses are:**

Cassowary Coast Regional Council (party to QI2010/019)  
Tablelands Regional Council (party to QI2010/020)  
C/- MacDonnells Law  
GPO Box 79, BRISBANE QLD 4001

Ma:Mu People  
C/- North Queensland Land Council  
PO Box 679N, CAIRNS NORTH QLD 4870

**The agreements each contain the following statements:**

*[Explanatory notes in brackets inserted by the National Native Title Tribunal]*

4.5 Subdivision P of Division 3 of Part 2 of the Native Title Act [NTA] is not intended to apply to any Future Acts for which the Native Title Parties have given consent under this Deed.

7.2 The Native Title Parties consent to the continued operation, use and maintenance of the Non-Extinguishing Infrastructure;

7.3 The Native Title Parties consent to the continued use of *[the land or waters on which the Non-Extinguishing Infrastructure is located and any adjacent land or waters which is necessary for, or incidental to, the operation, use and maintenance of the Non-Extinguishing Infrastructure]*.

8.1 Without limiting the generality of clause 7.2 the Native Title Parties consent *[to the operation and maintenance by or on behalf of the Council, the use by the public and the dedication by the Minister of all constructed roads within the ILUA area as at the Commencement Date to a width of sixty metres]*.

8.3 Without limiting the generality of clauses 7.1 or 8.1 the Native Title Parties consent *[to the operation and maintenance by or on behalf of the Council, the use by the public and to the extent that the off-alignment roads are constructed outside the area dedicated, declared, notified or taken for public use as a road, the dedication by the Minister, of the area over which the off-alignment roads are constructed to a width of 60 metres]*.

9.4 The Parties consent to the doing of Approved Future Acts and agree that Sub-division P of Division 3 of Part 2 of the Native Title Act is not intended to apply to 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 7.

*"Approved Future Acts" [a work or activity that has been notified and consented to or, deemed to have been consented to, in accordance with the process set out in the agreement].*

*"Extinguishing Infrastructure" means Council Infrastructure that was:*

(a) validly constructed or established within the ILUA Area on or before 23 December 1996; and

(b) constitutes a Public Work *[as defined in the NTA]*.

*"Future Act" has the meaning given to it in the [NTA].*

*"Minor Works or Activities" [are activities such as repairs, maintenance, inspections of council infrastructure, tree lopping and fencing].*

*"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; and includes: *[for example roads, railways, bridges, jetty/wharf and other transport facilities; public lighting; water supply and drainage, irrigation and sewerage; recreation facilities and administrative buildings]*.

**Objections to the registration of an ILUA where the application for registration has been certified**

These two applications for registration of indigenous land use agreements (ILUAs) have been certified by the North Queensland Land Council the representative body for the areas concerned. The area covered by each agreement is shown in the respective maps. Any person claiming to hold native title to any part of the areas covered by any of the agreements may object in writing within the notice period to the registration of the agreements if they think that the applications to register the ILUAs have not been properly certified. If you wish to object to the registration of any of the agreements (and you hold or claim to hold native title in any part of the areas covered by the agreements) you may only object for one reason: in your view, the applications to register the ILUAs have not been properly certified, as stated in section 203BE(5)(a) and (b) of the *Native Title Act 1993* (Cwlth). You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, PO Box 9973, Cairns QLD 4870 by 11 November 2010.**

Generally procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

**Data statement:** agreement area boundary compiled by the National Native Title Tribunal. Details of the terms of the agreement are not available from the National Native Title Tribunal.

**For assistance and further information about this application, contact Michelle Mann on free call 1800 640 501 or visit [www.nntt.gov.au](http://www.nntt.gov.au)**