

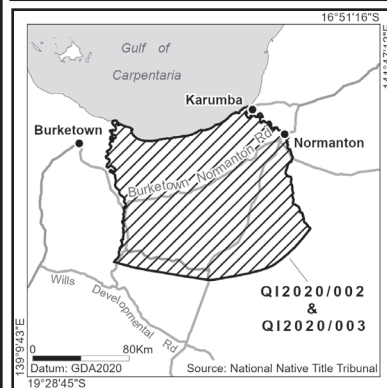
Notice of applications to register area agreements on the Register of Indigenous Land Use Agreements

State of Queensland

Notification day: 1 April 2020



National Native Title Tribunal



QI2020/002 Gkuthaarn and Kukatj People Tenure Resolution ILUA
QI2020/003 Carpentaria Shire Council Gkuthaarn and Kukatj ILUA

Description of the agreement area:

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

Relevant LGA: Carpentaria Shire Council

The agreements contain the following statements:

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

QI2020/002 Gkuthaarn and Kukatj People Tenure Resolution ILUA

5.1 The parties consent to the validation of any acts done prior to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.2 The parties: (a) consent to the doing of the Agreed Acts to the extent that they are Surrenders or Future Acts; and (b) agree to the validating of any of the Agreed Acts, which are also Future Acts,

done prior to Registration.

5.5 The parties agree that any Surrender permanently extinguishes all Native Title Rights and Interests in the area of the Surrender from the date the Surrender takes effect.

6.1 *[The Native Title Parties Surrender all Native Title Rights and Interests in relation to the Surrender Area.]*

["Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to surrender of native title rights and interests in accordance with clauses 5.2(a) and 6; declaration and granting of land under the Aboriginal Land Act 1991 (Qld); dedication of reserves and the granting of leases, permits, easements or other interests over the reserve areas, amendments to rolling lease terms and dedication of roads.]

QI2020/003 Carpentaria Shire Council Gkuthaarn and Kukatj ILUA

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 *[The Native Title Parties consent to: (a) the operation and maintenance, by or on behalf of the Council, of off alignment roads, which are roads constructed wholly or partially outside of the area of land dedicated, declared, notified or taken for public use as a road; (b) the use by the public of off alignment roads.]*

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

11.1 *[The Parties consent to the construction or carrying out of Minor Works or Activities, which are (a) constructing Council Infrastructure required in emergency circumstances to ensure the safety of people and the preservation of property where people or property are subject to an immediate threat; (b) tree lopping but not removal in the immediate vicinity of Council Infrastructure; (c) repairing any damaged Council Infrastructure; (d) reinstating any destroyed Council Infrastructure to its pre-existing state; (e) inspecting Council Infrastructure; (f) maintaining Council Infrastructure; (g) fencing or barricading Council Infrastructure other than roads; (h) erecting sign posts.]*

"Council Infrastructure" means *[infrastructure including amenities, buildings, causeways, cemeteries, conduits, crossings, dams, drains, jetties, pipes, recreation facilities, reservoirs, roads, rubbish dumps, service infrastructure, sheds, transfer stations and wharves; works serving a public need or for a Public Purpose; and 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;

Parties to the agreements and their contact addresses:

Gkuthaarn and Kukatj Aboriginal Corporation C/- Carpentaria Land Council Aboriginal Corporation PO Box 6662 Cairns QLD 4870	Phillip George and Leanne Edwards on their own behalf and on behalf of Gkuthaarn and Kukatj People (Native Title Parties) C/- P&E Law PO Box 2337 Cairns QLD 4870	State of Queensland, acting through the Department of Natural Resources, Mines and Energy (QI2020/002 only) C/- Crown Law Level 11, 50 Ann Street Brisbane QLD 4000	Carpentaria Shire Council (QI2020/003 only) C/- Preston Law PO Box 707N Cairns QLD 4870
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Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by any of the agreements may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. **The application must be made by 1 July 2020.** If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to the relevant agreement before it can be registered.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about these applications, call Maree Otto on 07 4046 9000 or visit www.nntt.gov.au.