



Extract from Register of Indigenous Land Use Agreements

NNTT number	QIA2000/005
Short name	Kaurareg People and Telstra ILUA
ILUA type	Area Agreement
Date registered	12/04/2001
State/territory	Queensland
Local government region	Torres Shire Council

Description of the area covered by the agreement

This Deed applies to the land and waters above the mean high water mark on the islands in the Torres Strait listed below:

- (a) Zuna (Entrance Island);
- (b) Ngurupai (Horn Island);
- (c) Murulag (Prince of Wales Island);
- (d) Damaralag Island ;
- (e) Mipa (Turtle Island);
- (f) Tarilag (Packer Island); and
- (g) Yeta (Port Lihou Island).

The map of the ILUA Area is attached to this register extract.

Parties to agreement

Applicant

Party name	Telstra Corporation Ltd
Contact address	Att: Mr Mark Stanton, Land Access and Environment Manager, 7/171W Roma Street Brisbane QLD 4000

Other Parties

Party name	Mr Billy Wasaga
Contact address	C/- Cape York Land Council PO Box 2496 CAIRNS QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

9. PROTECTION OF TELSTRA'S EXISTING TELECOMMUNICATIONS FACILITIES

9.1 Acknowledgment of Existing Telecommunications Facilities

The Native Title Holders:

- (a) acknowledge the presence of the Existing Telecommunications Facilities; and
- (b) agree not to dispute:
 - (i) Telstra's ownership of the Existing Telecommunications Facilities;
 - (ii) the validity of the Construction of the Existing Telecommunications Facilities; or
 - (iii) Telstra's right to use the Existing Telecommunications Facilities.

9.2 Existing Telecommunications Facilities not to be disturbed

The Native Title Holders:

(a) must not act in any way to prejudice or disturb Telstra's continued use of the Existing Telecommunications Facilities or occupancy of Existing Sites whatever the basis of its occupancy of Existing Sites; and

(b) hereby consent to activities or works on Existing Sites undertaken by Telstra (including its contractors or agents) in the usual course of Telstra's business without requiring notice, except that in respect of Cabling this consent applies only to repair, maintenance and replacement. This clause is not intended to affect Telstra's obligation to notify the Native Title Holders of its intention to enter the land or waters adjacent to any Existing Site if required to do so by Law.

12. FUTURE TELECOMMUNICATIONS FACILITIES AND OCCUPANCY AGREEMENTS

12.1 Further Construction may be necessary

The Native Title Holders acknowledges that Telstra may:

- (a) seek to obtain an Occupancy Agreement over an Existing Site; or
- (b) wish to Construct Future Telecommunications Facilities on the Agreement Area and for this purpose may require Occupancy Agreements;

12.2 The Native Title Holders' consent to certain Future Acts

Subject to clause 12.4, the Native Title Holders consent under section 24EB(1)(b)(ii) of the NTA to the doing of Future Acts which consist of:

- (a) the grant or regrant to Telstra of an Occupancy Agreement for the approximate area of an Existing Site listed in Schedule 2; or
- (b) either:
 - (i) the Construction of a Telecommunications Facility; or
 - (ii) the grant to Telstra of an Occupancy Agreement,in respect of which a Concurrence [Consent] Notice has been given or it taken to have been given under clause 17.4.

12.3 Native Title Holders to provide assistance

If requested by Telstra, the Native Title Holders will provide all reasonable assistance to Telstra in securing the doing of the Future Acts described in clause 12.2.

12.4 No leasing for cabling

The Native Title Holders do not consent to the grant of a lease in respect of cabling.

12.5 The non-extinguishment principle applies

Under section 24EB(3) of the NTA the Non-extinguishment Principle applies to Future Acts authorised by this Deed.

17.2 Native Title Holders may give consent notice

Within 20 Business Days after the day on which the Native Title Holders receive a Proposed Activity Notice, the Native Title Holders may:

- (a) give a Consent Notice to Telstra; or
- (b) refuse to give a Consent Notice and notify Telstra of the refusal.

17.4 Deemed issue of a consent notice

If the Native Title Holders do not respond to a Proposed Activity Notice in a way set out in clause 17.2, the Native Title Holders are taken to have given a Consent Notice for the Proposed Activity Notice on the day 21 Business Days after the day on which the Native Title Holders received the Proposed Activity Notice.

SCHEDULE 2

Telstra's Major Existing Telecommunications Facilities

- A telecommunications tower at Pretty Beach on Prince of Wales Island (site: 30m x 30m).
- A telecommunications tower at Bampfield Head on Prince of Wales Island (site: 30m x 30m).
- Local Distribution Cabling.

Definitions:

"Cabling" means telecommunications cabling and ancillary equipment.

"Existing Site" means the land and/or waters on which Existing Telecommunications Facilities have been Constructed including any adjacent land or waters the use of which is necessary for, or incidental to, the operation

of the Existing Telecommunications Facilities. The area of the sites of the largest Existing Telecommunications Facilities is listed in Schedule 2.

"Existing Telecommunications Facilities" means a Telecommunications Facility which:

- (a) was Constructed within the Agreement Area on or prior to the date of the registration of this Deed on the ILUA Register; and
- (b) is owned, maintained or operated by or on behalf of Telstra, the largest of these facilities is listed in Schedule 2.

"Future Act" has the same meaning as in the NTA.

"Future Telecommunications Facilities" means a Telecommunications Facility which is:

- (a) constructed after the date of the registration of this Deed on the ILUA Register; and
- (b) owned, maintained or operated by or on behalf of Telstra, but does not include a Telecommunications Facility Constructed within an Existing Site after the date of the date of the registration of this Deed on the ILUA Register.

"Non-extinguishment Principle" has the same meaning as in the NTA.

"Occupancy Agreement" means a lease, licence, permit, easement or authority granted in accordance with the Land Act 1994 (Qld) or other applicable Law (if any).

"Telecommunications Facility" means:

- (a) any part of the infrastructure of a Telecommunications Network [as defined in the Telecommunications Act 1997 (Cth)]; or
- (b) any line, equipment, tower, mast, antenna, tunnel, duct, hole, pit, pole or other structure or thing used, or intended for use, in or in connection with a Telecommunications Network.

Attachments to the entry

[QIA2000_005 Attachment A - Map of Agreement Area.pdf](#)