



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|---|
| NNTT number | QI2010/020 |
| Short name | Ma:Mu Tablelands Regional Council Area ILUA |
| ILUA type | Area Agreement |
| Date registered | 15/11/2010 |
| State/territory | Queensland |
| Local government region | Tablelands Regional Council |

Description of the area covered by the agreement

The agreement area is described in Schedule 3 and depicted on a map in Schedule 4 to the agreement. Those schedules are 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 does not replace, and is less precise than, the description of the agreement area contained in the various schedules to the agreement noted above. It is provided for information only and should not be considered part of the Register of ILUAs:

The area subject to this agreement covers about 295 square kilometres, located east of Ravenshoe and approximately 21 kilometres west of Innisfail. The agreement falls within the Local Government Authority of Tablelands Regional Council.

Parties to agreement

Applicant

| | |
|------------------------|--|
| Party name | Tablelands Regional Council |
| Contact address | c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001 |

Other Parties

| | |
|------------------------|---|
| Party name | Ma:Mu People |
| Contact address | c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870 |

Period in which the agreement will operate

| | |
|-------------------|---------------|
| Start date | not specified |
| End Date | not specified |

The agreement contains the following clause in relation to the operating period:

3. COMMENCEMENT

3.1 Clauses 1 to 6 and 16 to 26 of this Deed commence on the Commencement Date [being 9 May 2010].

3.2 The remaining clauses commence on the registration of this Deed on the Register.

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

4.5 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.

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:

- (a) the land or waters on which the Non-Extinguishing Infrastructure is located; and
- (b) 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, use and maintenance of the Non-Extinguishing Infrastructure.

8.1 Without limiting the generality of clause 7.2 the Native Title Parties consent to:-

- (a) the operation and maintenance by or on behalf of the Council;
 - (b) the use by the public; and
 - (c) the dedication by the Minister;
- of all constructed roads within the ILUA Area as at the Commencement Date to a width of sixty (60) metres.

8.3 Without limiting the generality of clauses 7.1 or 8.1 the Native Title Parties consent to:-

- (a) the operation and maintenance by or on behalf of the Council;
- (b) the use by the public; and
- (c) to the extent that the off-alignment roads are constructed outside of the area of land dedicated, declared, notified or taken for public use as a road, the dedication by the Minister, of the area or land 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.

Definitions

"Approved Future Act" has the meaning in clause 9.2.

Clause 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 Native Title Parties; and
- (b) either:
 - (i) the Native Title Parties have given a Concurrence Notice; or
 - (ii) consent is deemed to be given under paragraph 10 of Schedule 6.

"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.

"Future Act" has the meaning given in the Native Title Act.

"Minor Works or Activities" means the acts described in paragraph 2 of Schedule 7.

Schedule 7, paragraph 2:

2.1 The Minor Works or Activities for which consent is given 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 in the immediate vicinity of Council Infrastructure;
- (c) the removal of trees within the ILUA Area necessary to meet emergency circumstances otherwise the consent does not extend to moving trees with the ILUA area;
- (d) repairing any damaged Council Infrastructure;
- (e) reinstating any destroyed Council Infrastructure to its pre-existing state;
- (f) inspecting Council Infrastructure;
- (g) maintaining Council Infrastructure;
- (h) fencing or barricading Council Infrastructure;
- (i) erecting sign posts;
- (j) accessing the ILUA Area at reasonable times for the purpose of undertaking anything in paragraphs (a) to (i) with any machinery, equipment or personnel and by such means as are reasonably necessary (including vehicle access, foot access or access by air).

2.2 Nothing in paragraph 2 is a consent to access, any building used as a dwelling (or the curtilage of a building used as a dwelling) by the Native Title Party in the ILUA Area.

"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 Council Infrastructure within the categories of infrastructure described in Schedule 5.

Schedule 5:

Categories of Non-Extinguishing Infrastructure for which no Compensation is Payable

- roads, railways, bridges or other transport facilities
- a jetty or wharf
- lighting of streets or other public places
- a well, or a bore, for obtaining water
- a pipeline or other water supply or reticulation facility
- a drainage facility, or a levee or other device for management of water flows
- an irrigation channel or other irrigation facility
- a sewerage facility, other than a treatment facility
- park and recreational facilities
- administrative buildings and fixtures

"Public Work" has the meaning given in the Native Title Act.

Attachments to the entry

[Schedule 3 Description of ILUA Area QI2010_020.pdf](#)

[Schedule 4 Map of ILUA Area QI2010_020.pdf](#)