



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2018/020
Short name	Tablelands Regional Council Girramay People #2 ILUA
ILUA type	Area Agreement
Date registered	08/01/2019
State/territory	Queensland
Local government region	Tablelands Regional Council

Description of the area covered by the agreement

"ILUA Area" means the 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 map and written description of the agreement area is contained in Schedule 1. A copy of Schedule 1 has been 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:

The agreement area covers approx. 415 sq km east of the Herbert River and is located approx. 36km west of Cardwell and 41km south west of Tully.]

Parties to agreement

Applicant

Party name	Tablelands Regional Council
Contact address	PO Box 573 Atherton QLD 4883

Other Parties

Party name	Abraham Muriata and Claude Beeron on behalf of the Girramay People #2
Contact address	c/- North Queensland Land Council PO Box 5296 Townsville QLD 4810

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 Parties have given consent under this Deed.

8.1 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.

9.1 The parties acknowledge that certain constructed roads within the ILUA Area have been constructed wholly or partially outside the area of land dedicated, declared, notified or taken for public use as a road ("off alignment roads").

9.2 Without the limiting the generality of clauses 9.1, the Native Title Parties consent to:

(a) the operation and maintenance of off alignment roads by or on behalf of the Council;

(b) the use by the public of off alignment roads; 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 to a width of up to sixty (60) metres, of the off-alignment roads.

10.1 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. [Schedule 2 explains how a Future Act may become an Approved Future Act by way of a proposed activity notice from Council and a response of either concurrence, refusal or deemed consent from the Native Title Parties].

10.2 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 2.

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 on the conditions described in Schedule 3. [Schedule 3 describes the Minor Works or Activities for which consent is given as including constructing Council Infrastructure in emergency circumstances; tree lopping in the vicinity of Council Infrastructure; repairing, reinstating, inspecting, maintaining, fencing or barricading Council Infrastructure; erecting sign posts; and accessing the ILUA Area at reasonable times to undertake the Minor Works or Activities with any machinery, equipment or personnel and by such means as are reasonably necessary].

"Minor Works or Activities" means the acts described in paragraph 2 of Schedule 3.

"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.

Attachments to the entry

[QI2018_020 Schedule 1 Map and Description of Agreement Area.pdf](#)