



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|---|
| NNTT number | QI2017/010 |
| Short name | Mabuiag Torres Strait Primary Health Care Centre and Staff Accommodation ILUA |
| ILUA type | Body Corporate |
| Date registered | 20/11/2017 |
| State/territory | Queensland |
| Local government region | Torres Strait Island Regional Council |

Description of the area covered by the agreement

Agreement Area is defined in clause 1 as the Lease HA Area, as shown on the plans in Schedule 1.

[A copy of Schedule 1 is attached to this register extract. It contains a map and written description of the agreement area.

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 covers about 1100 sq m on Mabuiag Island in the Torres Strait.]

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | State of Queensland represented by the Torres and Cape Hospital and Health Service |
| Contact address | Health Service Chief Executive Torres and Cape Hospital and Health Service PO Box 5607 Cairns QLD 4870 |

Other Parties

| | |
|------------------------|---|
| Party name | Goemulgaw (Torres Strait Islanders) Corporation RNTBC |
| Contact address | Mabuiag Island via Thursday Island QLD 4875 |

Period in which the agreement will operate

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

4.1 Subject to clause 4.2, this Agreement commences on the Execution Date [2 August 2017].

4.2 Clause 6 (Consent to Acts) and clause 10 (Compensation) commence on Registration.

4.3 This Agreement may be terminated by written agreement executed by each party.

4.4 If this Agreement terminates, clauses 6 (Consent to Acts), 10 (Compensation) and 11 (Release and Waiver) will continue to apply.

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the later of those days.

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

6.1 The parties consent to the doing of the Agreed Acts.

6.2 If any of the Agreed Acts done prior to Registration are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

6.5 Part 2, Division 3, Subdivision P of the NTA [Native Title Act 1993 (Cth)] is not intended to apply to the doing of the Agreed Acts. This is a statement for the purpose of s 24EB(1)(c) of the NTA.

"Agreed Acts" means:

(a) the grant of Lease HA; and

(b) all Future Acts necessary or incidental to the grant of Lease HA.

Attachments to the entry

[QI2017_010 Schedule 1 Plan of the Agreement Area.pdf](#)