



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2019/005
<b>Short name</b>	Mer Island Department of Home Affairs Lease ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	07/05/2019
<b>State/territory</b>	Queensland
<b>Local government region</b>	Torres Strait Island Regional Council

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## Description of the area covered by the agreement

**"Agreement Area"** means the Agreement Area Lot 344 in SP 249793 described in Schedule 1 and Schedule 2 for the construction of a communications tower.

[A map of the agreement area is contained in Schedule 1. A written description of the agreement area is contained in Schedule 2. Copies of Schedules 1 and 2 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 is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area is comprised of Lease C, Lot 344 on SP249793 on Mer (Murray Island), in the Torres Strait.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	The Commonwealth of Australia as represented by the Department of Home Affairs
<b>Contact address</b>	Level 5, Aqua Building 5 Chan Street Belconnen ACT 2617

### *Other Parties*

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<b>Party name</b>	Mer Gedkem Le (TSI) Corporation RNTBC
<b>Contact address</b>	c/- Torres Strait Regional Authority PO Box 261 Thursday Island QLD 4875

## Period in which the agreement will operate

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**Start date** 08/08/2018

**End Date** 30/06/2026

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3.1 Subject to clause 3.2, this Agreement commences on the Execution Date.

3.2 Clause 5, clause 6 and clause 7 commence on the Registration Date.

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

**"Registration Date"** means the date on which this Agreement is Registered.

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

5.1 Subject to clause 5.2, the RNTBC consents to the following future acts ("Agreed Acts"):-

(a) the grant of a Lease in substantially the same terms as attached in Schedule 5, provided that Lease expires prior to 1 July 2026; and

(b) The construction of a new communications tower within the Agreement Area and the removal of the existing tower and any other Future Acts which the Lease authorises to be done.

5.3 Subdivision P, Division 3, Part 2 of the NTA [*Native Title Act 1993 (Cth)*] does not apply to any Future Acts consented to under clause 5.1.

6.1 To the extent that it is an invalid Future Act of the kind referred to in section 24EBA(1)(a) of the NTA, the parties agree to the validation of the grant of the Lease where the Lease is granted after the Execution Date and prior to the Registration Date.

**"Communications Tower"** means the radio communications tower and all associated equipment and infrastructure constructed on the Agreement Area for use by the Proponent or any successor entity of the Commonwealth of Australia responsible for customs and border surveillance.

**"Lease"** means the Lease described in Schedule 5 and includes all, replacements or substitutions of the Lease.

**"Proponent"** means the Commonwealth of Australia represented by the Department of Home Affairs.

## Attachments to the entry

[QI2019\\_005\\_Schedule\\_1\\_Map\\_of\\_Agreement\\_Area.pdf](#)

[QI2019\\_005\\_Schedule\\_2\\_Written\\_Description\\_Agreement\\_Area.pdf](#)