



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2016/051
Short name	Erub Island Multi Purpose Facility ILUA
ILUA type	Body Corporate
Date registered	24/01/2017
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

"Agreement Area" means the Agreement Area identified in Schedule 1 and Schedule 2 of this Agreement.

[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 covers about 0.17 ha on Darnley (Erub) Island in the Torres Strait.].

Parties to agreement

Applicant

Party name	Torres Strait Regional Authority
Contact address	PO Box 261 Thursday Island Queensland 4875

Other Parties

Party name	Erubam Le Traditional Land and Sea Owners (TSI) Corporation
Contact address	C/- TSIRC Erub Erub Island Via Thursday Island Queensland 4875

Period in which the agreement will operate

Start date	04/11/2016
End date	not specified

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

3.2 Clause 5 and clause 6 commence on Registration.

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

"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.

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

5.1 The parties:-

(a) consent to the doing of the Agreed Acts to the extent they are Future Acts; and
(b) agree to the validation of any Agreed Acts done by the TSRA or the Trustee in the Agreement Area and for purposes of the Project after the Execution Date and prior to the Registration.

5.2 The parties acknowledge that the non-extinguishment principle, as defined in the NTA, applies to the doing of the Agreed Acts to the extent they are Future Acts.

5.3 Where the Trustee and the TSRA have complied with their obligations under this Agreement, the Corporation agrees that it will not do, or omit to do, anything that would prevent or delay the doing of the Agreed Acts.

5.4 To avoid any doubt, Subdivision P, Division 3, Part 2 of the NTA does not apply to the Agreed Acts.

"Agreed Acts" means any of the following:-

(a) The grant by the Trustee of the Multi Purpose Facility Lease and the grant of any sublease of the Multi Purpose Facility Lease within the Agreement Area and for purposes of the Project.

(b) The registration of the Multi Purpose Facility Lease or any sublease Multi Purpose Facility Lease under the TSILA within the Agreement Area and for purposes of the Project.

(c) The doing of any Activity permitted or contemplated by the Multi Purpose Facility Lease or any sublease of the Multi Purpose Facility Lease, including:-

i) any survey activities;

ii) geotechnical investigations;

iii) the grant of any permits or authorities including making a Development Application and issuing a Development Approval;

iv) the construction of the Multi Purpose Facility;

v) the upgrade, renovation and restoration of the Multi Purpose Facility;

vi) the clearing of any land within the Agreement Area;

vii) the use of the Multi Purpose Facility and the creation of any interests (other than a grant of Freehold Title) within the Agreement Area and for the purposes of the Project.

(d) The doing of any Multi Purpose Facility Infrastructure Works within the Agreement Area and for the purposes of the Project.

"Multi Purpose Facility" means a facility generally in accordance with Drawing 2074 W1 to W7 Erub Island Proposed Multi Purpose Facility dated December 2015 and Drawing 7126B-001 to 7126B-003 Revision A comprising Offices (4), Meeting Room, Reception, Kitchen and Toilet, Garage and Storage.

"Multi Purpose Facility Infrastructure Works" means anything which:-

(a) permits or requires; or

(b) consists of

the construction, operation, use, maintenance or repair of any road, footpath, lighting of streets,

water supply, sewerage reticulation, electricity supply, domestic gas supply, communications facility or any other thing that is similar to any of the things in that list for purposes of the Project, within the Agreement Area.

"Multi Purpose Facility Lease" means a lease under the TSILA over all or part of the Agreement Area and complying with the requirements set out in Schedule 4.

"Project" means within all or part of the Agreement Area on Erub Island, the grant of a Multi Purpose Facility Lease and the construction, renovation or repair of any facility constructed in accordance with the terms of the Multi Purpose Facility Lease and the doing of any Multi Purpose Facility Infrastructure Works for the purpose of servicing the Multi Purpose Facility.

"Trustee" means Torres Strait Island Regional Council (ABN 15 292 645 165).

"TSILA" means the Torres Strait Islander Land Act 1991 (Qld).

"TSRA" means the Torres Strait Regional Authority established under the Aboriginal and Torres Strait Islander Act 2005 (Cth).

Attachments to the entry

[QI2016_051 Schedule 1 Map of Agreement Area.pdf](#)

[QI2016_051 Schedule 2 Written Descriptin of Agreement Area.pdf](#)