



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/075
<b>Short name</b>	IBIS - Warraber ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	19/11/2013
<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

'ILUA Area' is defined in clause 1 of the agreement as the area described in Schedule 1. Schedule 1 of the agreement describes the area covered by the agreement as Lease B in Lot 4 on TS 171 on SP 143316 as shown on the plan attached hereto.

[Schedule 1 also contains a map of the agreement area. A copy of Schedule 1 is 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 Lease B on SP143316 (about 920 sq m) located approximately 65 km north east of Cape York on Warraber Islet.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Island Industries Board trading as Islanders Board of Industry and Service
<b>Contact address</b>	c/- MacDonnells Law PO Box 5046 Cairns QLD 4870

#### *Other Parties*

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<b>Party name</b>	Warraberalgal (Torres Strait Islanders) Corporation
<b>Contact address</b>	c/- Torres Strait Regional Authority (Native Title Office) Principal Legal Officer PO Box 261

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<b>Party name</b>	Torres Strait Island Regional Council
<b>Contact address</b>	PO Box 501 Thursday Island QLD 4875

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**Period in which the agreement will operate**

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<b>Start date</b>	16/08/2013
<b>End date</b>	16/08/2043

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3.1 This Deed commences on the Commencement Date.

“Commencement Date” means the date this Deed is signed by the last of the Parties;

“Term” means the term of the Trustee Lease and shall comprise that period from and including the commencement date of the Trustee Lease to and including the expiry date of the Trustee Lease unless the Trustee Lease is lawfully terminated in which case the term of the Trustee Lease shall comprise that period from and including the commencement date of the Trustee Lease to and including the date of termination of the Trustee Lease.

“Trustee Lease” means a Trustee Lease in substantially the same terms as the Lease contained in Schedule 2 subject to any conditions imposed by the Minister on approval;

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

4.4 Subdivision P, Part 2, Division 3 of the Native Title Act is not intended to apply to the doing of the Agreed Acts where the Native Title Party has given consent.

7.1 The Parties consent to the Agreed Acts subject to the terms and conditions contained in this Deed.

“Agreed Acts” means:

- a) all acts necessary to obtain approval to the grant of a Trustee Lease by Council to IBIS;
- b) all acts necessary to operate the Business in accordance with the Trustee Lease throughout the term of the Trustee Lease;
- c) all acts necessary to give effect to those acts.

“IBIS” means the Island Industries Board ABN 42 060 262 890 trading as Islander Board of Industry and Service operating under the Aboriginal and Torres Strait Islander Communities (Justice, Land and Other Matters) Act 1984 (Qld).

**Attachments to the entry**

[QI2013\\_075 Schedule 1 Map of agreement area.pdf](#)