



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/078
Short name	Mabuiag Island Torres Strait Social Housing ILUA
ILUA type	Body Corporate
Date registered	26/11/2013
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

The agreement area is described in the Definitions under 'Agreement Area' by reference to Schedules 1 and 2 of the Agreement.

[Maps of the agreement area are contained in Schedules 1 and 2 of the agreement. A copy 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:

Agreement covers about 0.0105 sq km over Mabuiag Island in the Torres Strait]

Parties to agreement

Applicant

Party name	State of Queensland Department of Aboriginal and Torres Strait Islander and Multicultural Affairs
Contact address	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

Other Parties

Party name	Goemulgaw (Torres Strait Islanders)
Contact address	c/- Torres Strait Regional Authority PO Box 261 Thursday Island QLD 4875

Party name	Torres Strait Island Regional Council
Contact address	PO Box 501 Thursday Island QLD 4875

Period in which the agreement will operate

Start date	not specified
End date	not specified

3.1 Subject to clause 3.2, this Agreement commences on the Execution Date [12/09/2013].

3.2 Clause 5 and clause 6 commence on Registration.

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

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

5.1 On condition that the Proponent of the Project has given an Initial Project Notice to the Corporation, 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 State 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 Proponent of the Project will give an Initial Project Notice to the Corporation as early as reasonably practicable before the first of any Agreed Acts occurs .

5.3 Upon receiving the Initial Project Notice, the Corporation will inform the Particular Common Law Holder and reasonably keep them informed about the doing of the Agreed Acts .

5.4 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 .

5.5 Where the Trustee and the State 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.

5.6 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 any Social Housing Lease or any amended Social Housing Lease or the grant of any sublease of a Social Housing Lease within the Agreement Area and for purposes of the Project.

(b) The registration of any Social Housing Lease or any amended Social Housing Lease under the Land Title Act 1994 (Qld), the Land Act 1994 (Qld) or the TSILA within the Agreement Area and for purposes of the Project.

(c) The doing of any Activity permitted or contemplated by any Social Housing Lease or any amended Social Housing Lease or any sublease of a Social Housing Lease, including any survey activities, geotechnical investigations, the grant of any permits or authorities, the

construction of any Social Houses, the upgrade, renovation and restoration of any Social Houses, the clearing of any land, the use of any Social Houses and land and the creation of any interests (other than a grant of Freehold Title or the renewal or extension of a lease) within the Agreement Area and for the purposes of the Project.

(d) The surrender by the State of any part of any Social Housing Lease in the Agreement Area , to facilitate the grant by the Trustee of any subsequent interest in the land (but not the grant of the subsequent interest itself) or for any other purpose except for purposes of the Project.

(e) The doing of any Social Housing Infrastructure Works within the Agreement Area and for the purposes of the Project.

“Proponent” means such of the Trustee or the State as is the proponent of the Project and may include both of them and the identity of the Proponent will be specified in the Project Notice;

“Project” means, within all or part of the Agreement Area on Mabuiag Island, the grant of a Social Housing Lease and the construction, renovation or repair of any Social House in accordance with the terms of the Social Housing Lease and the doing of any Social Housing Infrastructure Works for the purpose of servicing those Social Houses .

Attachments to the entry

[QI2013_078 Schedule 1 Maps of agreement area.pdf](#)

[QI2013_078 Schedule 2 Written Description of agreement area.pdf](#)