



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|--|
| NNTT number | QI2011/046 |
| Short name | Badu Island Police Station and Watchhouse ILUA |
| ILUA type | Body Corporate |
| Date registered | 28/10/2011 |
| State/territory | Queensland |
| Local government region | Torres Strait Island Regional Council |

Description of the area covered by the agreement

The area subject to this agreement covers Lease AX on SP235241 in Lot 7 on TS158 and the Infrastructure Area as shown on RPS drawing PR109463-1 at Schedule 1 Part A of this agreement. [Schedule 1 is attached to the Register Extract.]

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | State of Queensland |
| Contact address | c/- Crown Law State Law Building Level 11 50 Ann Street Brisbane QLD 4000 |

Other Parties

| | |
|------------------------|---|
| Party name | Mura Badulgal (Torres Strait Islanders) Corporation RNTBC (INC 3720) |
| Contact address | PO Box 198 Badu 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 |

Start Date: Clauses 6 (except for 6.3), 11 and 12 commence on Registration. The balance of the Agreement including clause 6.3 commence on 15 August 2011.

End Date: Until parties agree in writing to terminate.

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

1. Definitions

"Agreed Acts" means any acts done as part of, or in relation to the -

- (a) Construction Acts;
- (b) operation and maintenance in the Lease Area of the Police Station and Watchhouse, Boat Shed and Staff Residences during the term of the Lease; and
- (c) occupation, use and control in the Lease Area by the State for the purpose of operating and maintaining the Police Station and Watchhouse, Boat Shed and Staff Residences during the term of the Agreement; and
- (d) grant of the Lease.

"Agreement" means this document including all schedules.

"Agreement Area" means the area comprising:

- (a) the Lease Area; and
- (b) the Infrastructure Area.

"Boat Shed" means the boat shed proposed to be constructed by or on behalf of the State within the Agreement Area.

"Construction Acts" means any act done as part of, or in relation to, the construction or operation of the Police Station and Watchhouse, Boat Shed and Staff Residences in the Lease Area, including any survey activities, geotechnical investigations and the grant of any licences, permits or authorities.

"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.

"Future Act" has the meaning given in the NTA [Native Title Act 1993 (Cth)].

"Infrastructure Area" means that part of the Agreement Area as shown outlined in red on plan attached in Schedule 1, Part A and described in Schedule 1, Part B.

"Lease" means a lease under the Torres Strait Islander Land Act 1991 to be granted to the State over the Lease Area on the terms, or substantially the same terms, as set out in Schedule 2.

"Lease Area" means the part of Lot 7 on CP TS158 subject to the Lease as shown outlined in blue on the plan in Schedule 1, Part A and described in Schedule 1, Part B.

"Police Station and Watch House" means the police station and watch house including staff amenities, meeting and interview rooms, offices, holding cells, exercise cells and bulk holding cells proposed to be constructed by or on behalf of the State within the Lease Area.

"Registered" means registered on the Register of Indigenous Land Use Agreements.

"Staff Residences" means a 4 bedroom house and two 6 bedroom duplexes proposed to be constructed by or on behalf of the State within the Agreement Area.

6.1 The parties:

- (a) Consent to the doing of the Agreed Acts; and
- (b) agree to the validation of and Agreed Acts done by the State after the Execution Date and prior to Registration to the extent that those acts are invalid Future Acts.

6.4 Part 2, Division 3, Subdivision P of the NTA is not intended to apply to the doing of Agreed Acts.

Attachments to the entry

[QI2011_046 Schedule 1 Part A Plan of Agreement Area Page 1 of 3.pdf](#)

[QI2011_046 Schedule 1 Part A Plan of Agreement Area Page 2 of 3.pdf](#)

[QI2011_046 Schedule 1 Part A Plan of Agreement Area Page 3 of 3.pdf](#)

[QI2011_046 Schedule 1 Part B Description of Lease Area.pdf](#)