



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2015/005
Short name	Saibai Island Flood Works ILUA
ILUA type	Body Corporate
Date registered	19/06/2015
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

The area covered by the agreement is located on Saibai Island. Clause 1 of the agreement provides the following definition:

"Agreement Area" means Lease F on SP258902 in Lot 3 on Crown Plan TS157, as shown on the plan in Schedule 1.

A copy of Schedule 1 is attached to the Register Extract.

Parties to agreement

Applicant

Party name	State of Queensland ("State")
Contact address	Health Service Chief Executive Torres Strait - Northern Peninsula Hospital and Health Service PO Box 391 Thursday Island QLD 4875

Other Parties

Party name	Saibai Mura Buway (Torres Strait Islander) Corporation ("Corporation")
Contact address	C/- Torres Strait Island Regional Council Office Saibai Island Lot 27 Main Road Saibai Island QLD 4207

Period in which the agreement will operate

Start date	not specified
End Date	not specified

4.1 Subject to clause 4.2, this Agreement commences on the Execution Date.

4.2 Clauses 6 (consent and agreement for the purposes of the NTA, apart from clause 6.6 which commences on the Execution Date) and 12 (compensation) which commence on the Registration Date.

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

4.4 If this Agreement terminates, clauses 6 (consent and agreement for the purposes of the NTA), 12 (compensation) and 14 (release, waiver and indemnity) will continue to apply.

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

6.1 The parties Consent to the validation of Future Acts which are in the nature of the Agreed Acts done up to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title.

6.2 The parties Consent to the doing of the Agreed Acts.

6.3 If any of the Agreed Acts done prior to the Registration Date are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

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

1. Definitions

In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms will have the following meanings assigned to them:

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

- (a) Construction Acts;
- (b) operation and maintenance of the Infrastructure established in the Agreement Area;
- (c) occupation, use and control of the Agreement Area by the State for the purpose of operating and maintaining the Flood Works and the Infrastructure during the term of the Lease;
- (d) grant of the Lease; and
- (e) Grantee becoming the lessor or the Lease in accordance with the TSILA;

"Agreement" means this document including all Schedules;

"Agreement Area" means Lease F on SP258902 in Lot 3 on Crown Plan TS157, as shown on the plan in Schedule 1 [Schedule 1 is attached to the Register Extract];

"Consent" means consent for the purposes of section 24AA(3) of the NTA, as set out in clause 6 of this Agreement;

"Construction Acts" means any act done in the Agreement Area as part of, or in relation to, the construction of the Flood Works, including, but not limited to:

- (a) survey activities;
- (b) geotechnical investigations;
- (c) construction of Infrastructure; and
- (d) the grant of any licences, permits or authorities;

"Council" means the Torres Strait Regional Council constituted pursuant to the provisions of the Local Government Act 2009 (Qld) with jurisdiction over the Torres Strait Regional Council Area;

"Execution Date" means the date on which this Agreement is executed by the parties and if executed on different days, the later of those days;

"Flood Works" means the earthen pad constructed to site the Staff Accommodation above tidal inundation and water runoff;

"Future Act" has the meaning given in the NTA;

"Grantee" means the grantee of a deed of grant in fee simple over an area which includes the Agreement Area under Part 3 of the TSILA;

"Infrastructure" means all utilities, services or other works necessary or incidental to the construction of the Flood Works including the works required to establish those structures in the Agreement Area;

"Lease" means a trustee lease between the Council and the State under the TSILA over the Agreement Area on the terms, or on substantially the same terms, as set out in Schedule 2;

"Lease D" means the trustee lease between the Council and the State under the TSILA over the Lease D Area dated 29 August 2012;

"Lease D Area" means that part of the TSIRC DOGIT subject to Lease D on SP219921 in Lot 3 on TS157;

"Registration Date" means the date on which the Agreement is Registered [on the Register of Indigenous Land Use Agreements];

"Staff Accommodation" means the new residence for Queensland Health employees on the Lease D Area;

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

"TSIRC DOGIT" means Lot 3 on Crown Plan TS157, Title Reference 21296134.

Attachments to the entry

[QI2015_005 Schedule 1 Agreement Area.pdf](#)