



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2018/021
Short name	Masig Health Care ILUA
ILUA type	Body Corporate
Date registered	16/10/2018
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

"**Agreement Area**" means lots 124-125 on SP277431, as shown on the maps and plan in Schedule 1.

[A map and plan of the area agreement is contained in Schedule 1. 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 covers about 2198 sq metres on Masig (Yorke Island) in the Torres Strait and includes lots 124 and 125 on SP277431].

Parties to agreement

Applicant

Party name	State of Queensland represented by the Torres and Cape Hospital and Health Service
Contact address	PO Box 5607 Cairns QLD 4870

Other Parties

Party name	Masigalgal (Torres Strait Islanders) Corporation RNTBC
Contact address	c/- Marrawah Law GPO Box 3333 Brisbane QLD 4001

Party name	Torres Strait Island Regional Council
-------------------	---------------------------------------

Contact address PO Box 7336
Cairns QLD 4870

Period in which the agreement will operate

Start date	31/07/2018
End Date	not specified

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

3.2 Clause 5 (Consent to Acts) and clause 8 (Compensation) commence on Registration.

"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.

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

5.1 The parties consent to the doing of the Agreed Acts, to the extent they are Future Acts.

5.2 If any of the Agreed Acts are done on or after the Compensation Payment Due Date and prior to Registration are invalid Future Acts, the parties agree to the validating of those Agreed Acts.

5.5 Part 2, Division 3, Subdivision P of the NTA [*Native Title Act 1993* (Cth)] is not intended to apply to the doing of the Agreed Acts. This is a statement for the purpose of s24EB(1)(c) of the NTA.

"Agreed Acts" means:

- (a) the grant of the Lease;
- (b) refurbishment of the Existing Facilities and the construction of the New Facilities in the Agreement Area; and
- (c) all Future Acts necessary or incidental to (a) and (b) above.

"Existing Facilities" means the facilities existing on the Agreement Area as at the Execution Date, including but not limited to the staff accommodation and the Masig Primary Health Care Centre.

"Lease" means a trustee lease(s) over the Agreement Area between the TSIRC and the State under the TSILA on the terms, or generally on the same terms as set out in Schedule 2.

"New Facilities" means:

- (a) the extension of the Masig Primary Health Care Centre and staff accommodation located on the Agreement Area as at the Execution Date; and
- (b) any other new facilities to be constructed on the Agreement Area under the terms of the Lease.

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

"TSIRC" means the Torres Strait Island Regional Council ABN 15 292 645 165 constituted pursuant to the provisions of the *Local Government Act 2009* (Qld) with jurisdiction over the Torres Strait Island Regional Council area.

Attachments to the entry

[QI2018_021 Schedule 1 Map and Plan.pdf](#)