



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2019/005
Short name	Mer Island Department of Home Affairs Lease ILUA
ILUA type	Body Corporate
Date registered	07/05/2019
State/territory	Queensland
Local government region	Torres Strait Island Regional Council

Description of the area covered by the agreement

"Agreement Area" means the Agreement Area Lot 344 in SP 249793 described in Schedule 1 and Schedule 2 for the construction of a communications tower.

[A map of the agreement area is contained in Schedule 1. A written description of the agreement area is contained in Schedule 2. Copies 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:

The agreement area is comprised of Lease C, Lot 344 on SP249793 on Mer (Murray Island), in the Torres Strait.]

Parties to agreement

Applicant

Party name	The Commonwealth of Australia as represented by the Department of Home Affairs
Contact address	Level 5, Aqua Building 5 Chan Street Belconnen ACT 2617

Other Parties

Party name	Mer Gedkem Le (TSI) Corporation RNTBC
Contact address	c/- Torres Strait Regional Authority PO Box 261 Thursday Island QLD 4875

Period in which the agreement will operate

Start date 08/08/2018

End Date 30/06/2026

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

3.2 Clause 5, clause 6 and clause 7 commence on the Registration Date.

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the latter of those days.

"Registration Date" means the date on which this Agreement is Registered.

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

5.1 Subject to clause 5.2, the RNTBC consents to the following future acts ("Agreed Acts"):-

(a) the grant of a Lease in substantially the same terms as attached in Schedule 5, provided that Lease expires prior to 1 July 2026; and

(b) The construction of a new communications tower within the Agreement Area and the removal of the existing tower and any other Future Acts which the Lease authorises to be done.

5.3 Subdivision P, Division 3, Part 2 of the NTA [*Native Title Act 1993 (Cth)*] does not apply to any Future Acts consented to under clause 5.1.

6.1 To the extent that it is an invalid Future Act of the kind referred to in section 24EBA(1)(a) of the NTA, the parties agree to the validation of the grant of the Lease where the Lease is granted after the Execution Date and prior to the Registration Date.

"Communications Tower" means the radio communications tower and all associated equipment and infrastructure constructed on the Agreement Area for use by the Proponent or any successor entity of the Commonwealth of Australia responsible for customs and border surveillance.

"Lease" means the Lease described in Schedule 5 and includes all, replacements or substitutions of the Lease.

"Proponent" means the Commonwealth of Australia represented by the Department of Home Affairs.

Attachments to the entry

[QI2019_005_Schedule_1_Map_of_Agreement_Area.pdf](#)

[QI2019_005_Schedule_2_Written_Description_Agreement_Area.pdf](#)