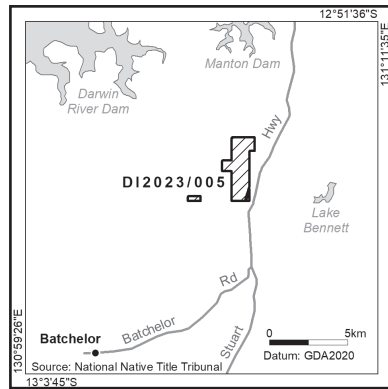


Notice of applications to register area agreements on the Register of Indigenous Land Use Agreements in Northern Territory
Notification day: 6 March 2024



National Native Title Tribunal



DI2023/005 Coomalie ILUA

Description of the agreement area:

The agreement area covers a combined area of about 5.4 sq km and is located about 11 km north east of Batchelor

Relevant LGA: Coomalie Community Government Council

The agreement contains the following statements:

3. FUTURE ACTS

3.1 Conditions to consent

- (a) It is a condition to the Native Title Group's consent in clause 3.2 below that:
 - (i) the Exchange Block Grant occur; and
 - (ii) the grant of a fee simple estate to PWC over the ILUA Area is made subject to an easement in favour of the Land Trust over that part of the ILUA Area depicted in yellow on the map at Attachment C.
- (b) For the avoidance of doubt, the consent and validation described in clause 3.2 will only take effect on and from the date that all conditions in clause 3.1(a) have been met.

3.2 Consent and Validation

(a) The Native Title Group consents to the doing of the Agreed Acts and agrees to the validation of any Prior Acts.

"Agreed Acts" means:

- (i) pursuant to the *Crown Lands Act 1992* (NT), the grant in the name of the Territory of an estate in fee simple to PWC over the ILUA Area, subject to an easement in favour of the Land Trust over that part of the ILUA Area depicted in yellow on the map at Annexure C;
 - (ii) all acts reasonably necessary or incidental to affecting the grant referred to in (a)(i) above, including but not limited to: title change; subdivision; planning approval; consolidation; connection of services; and survey; and
 - (iii) the Prior Acts,
- to the extent that such matters constitute or amount to Future Acts;

"Exchange Block Grant" means the grant under the ALRA of the Exchange Area as Aboriginal Land vested in the Finnis River Aboriginal Land Trust;

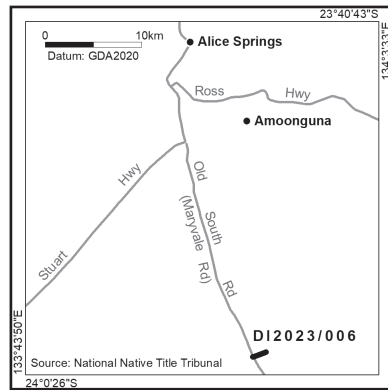
"ILUA Area" means Section 200 Hundred of Howard and that part of Section 2950 Hundred of Goyder depicted in red on the plan at Annexure B;

"Land Trust" means the Finnis River Aboriginal Land Trust;

"Prior Acts" means any of those things done by the Northern Territory prior to the date on which this Agreement is registered on the ILUA Register which fall within scope of the definition of "Agreed Acts" as defined in clause 1.1 (a)(ii).

Parties to the agreement and their contact addresses:

Northern Territory of Australia, Department of Infrastructure, Planning and Logistics (the Territory) c/- Solicitor for the Northern Territory, GPO Box 1722, Darwin NT 0801	Northern Land Council (the NLC) GPO Box 1222, Darwin NT 0801
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DI2023/006 Ooraminna Oaks - Access Road

Description of the agreement area:

The agreement area covers about 3.4 ha and is located approximately 32 km south of Alice Springs

Relevant LGA: MacDonnell Regional Council

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

8.1 Project and associated Project rights

- (a) The Parties consent and agree to the doing of the Agreed Acts and the validation of the Prior Acts.
- (b) The Land Council on behalf of the Native Title Holders consent and agree under clause 8.1(a) in consideration of the Monetary Payment.

8.2 Requisite consent

The Parties acknowledge that the consents in this clause 8 constitute consent of the Parties to the doing of the Agreed Acts for the purposes of section 24EB(1)(b)(i) and section 24EBA(1)(a)(i) of the

NTA and regulations 7(5)(a) and 7(5)(d) of the ILUA Regulations.

8.3 No objection

The Land Council agrees that it will not, challenge or object to the Agreed Acts, including their validity, or do, or omit to do, any act that may prevent or delay the Agreed Acts.

Access Road means the proposed road accessing the Ooraminna Oaks Development from the Maryvale Road, which traverses NT Portion 4259 in the ILUA Area, described in Schedule 1 and in Schedule 2 (Map of ILUA Area). *[Please note Schedule 2 is not included in this notice].*

Agreed Acts means:

- (a) the grant of the Project Rights; and
- (b) all acts necessary, in connection with the Project, including all activities conducted or authorised under any Project Right; and
- (c) the Prior Acts,

to the extent that such matters constitute or amount to Future Acts, whether on or after the Commencement Date.

Commencement Date means the date this Agreement is executed by the last of the Parties to execute it.

ILUA Area means the area to which this Agreement applies, being the land as described in Schedule 1 (Description of ILUA Area). *[Please note Schedule 1 is not included in this notice].*

Monetary Payment means the payment that Developer agrees to provide in accordance with clause 9.1(a).

Project means all activities, works and operations to develop, construct, use, and operate and maintain the Access Road in the ILUA Area and to facilitate the opening of the Access Road as set out in Recital B.

Project Rights means all approvals, authorisations, authorities, certificates, consents, declarations, directions, easements, leases, licences, notices, permits, renewals, rights, tenures or titles:

- (a) from any Government Agency; and
- (b) for the carrying out of the Project in the ILUA Area.

Parties to the agreement and their contact addresses:

Janice Eleanor Hayes as Trustee for the Jabill Family Trust (Developer) PO Box 1395, Alice Springs NT 0871	Central Land Council (Land Council) 27 Stuart Highway, Alice Springs NT 0870
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Objections to the registration of an ILUA where the application for registration has been certified:

These two applications for registration of indigenous land use agreements (ILUAs) have been certified by the Northern Land Council (for DI2023/005) and the Central Land Council (for DI2023/006), the representative bodies for the area concerned. The area covered by each agreement is shown in the respective maps. Any person claiming to hold native title to any part of the areas covered by any of the agreements may object in writing within the notice period to the registration of the agreements if they think that the applications to register the ILUAs have not been properly certified. If you wish to object to the registration of any of the agreements (and you hold or claim to hold native title in any part of the areas covered by the agreements) you may only object for one reason: in your view, the applications to register the ILUAs have not been properly certified, as stated in section 203BE(5)(a), (b) and (c) of the *Native Title Act 1993* (Cth). You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, PO Box 2528, St Georges Terrace Post Shop, Perth WA 6831** by **6 June 2024**. Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about DI2023/005, call Huia McGrath on 08 6317 5442. For assistance and further information about DI2023/006, call Claire Smith on 08 6317 5333, or visit www.nntt.gov.au.