



Extract from Register of Indigenous Land Use Agreements

NNTT number	DI2023/006
Short name	Ooraminna Oaks - Access Road
ILUA type	Area Agreement
Date registered	07/06/2024
State/territory	Northern Territory
Local government region	MacDonnell Region

Description of the area covered by the agreement

ILUA Area means the area to which this Agreement applies, being the land as described in Schedule 1 ("Description of ILUA Area").

[A map of the agreement area is contained in Schedule 2 of the agreement. A copy of Schedule 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 covers about 3.4 ha and is located approx. 32 km south of Alice Springs.]

Parties to agreement

Applicant

Party name	Janice Eleanor Hayes as Trustee for the Jabill Family Trust (Developer)
Contact address	PO Box 1395 Alice Springs NT 0871

Other Parties

Party name	Central Land Council (Land Council)
Contact address	27 Stuart Highway Alice Springs NT 0870

Period in which the agreement will operate

Start date	21/11/2023
End Date	not specified

2. Commencement

- (a) This Agreement commences on the Commencement Date and operates for the duration of the Project.
- (b) Upon termination, this Agreement may be removed from the Register.
- (c) If this Agreement is terminated after the Agreement is recorded on the Register, then the Parties must advise the Registrar in writing in accordance with section 199C(1)(c)(ii) of the NTA.

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).

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

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.

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

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.

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.

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

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.

Attachments to the entry

[DI2023_006 Schedule 1 - Description of ILUA Area.pdf](#)

[DI2023_006 Schedule 2 - Map of ILUA Area.pdf](#)