



Extract from Register of Indigenous Land Use Agreements

NNTT number	DI2012/002
Short name	Second Katherine Regional Cultural ILUA
ILUA type	Area Agreement
Date registered	26/04/2013
State/territory	Northern Territory
Local government region	Katherine Municipality

Description of the area covered by the agreement

The agreement area is described in Subsection 1.1 of the agreement as the land described and depicted in Attachment A to the agreement being proposed Lot 3287 Town of Katherine in Survey Plan S2010/247. A copy of Attachment A of the agreement is attached to this register extract.

Parties to agreement

Applicant

Party name	Northern Territory of Australia
Contact address	c/- Solicitor for the Northern Territory GPO Box 1722 Darwin NT 0801

Other Parties

Party name	Northern Land Council
Contact address	c/- Northern Land Council GPO Box 1222 Darwin NT 0801

Party name	[Explanatory notes in brackets inserted by the National Native Title Tribunal] Mr Gary Manballoo, Ms Amy Marrapunyah, Ms Ivy Brumby, Ms Jessie Brown, [JE (deceased)], Ms Marie Dowling, [RB (deceased)] [being the persons comprising the registered native title claimant in DC99/2 on behalf of the Dagoman People]
Contact address	c/- Northern Land Council GPO Box 1222 Darwin NT 0801

Party name Wardman people claiming native title rights and interests in the land specified at Attachment A of the ILUA

Contact address c/- Northern Land Council
GPO Box 1222
Darwin NT 0801

Party name Jawoyn people claiming native title rights and interests in the land specified at Attachment A of the ILUA

Contact address c/- Northern Land Council
GPO Box 1222
Darwin NT 0801

Period in which the agreement will operate

Start date not specified

End date not specified

Clause 2.1

The Term of this Agreement shall be either:

- a) Three years from the date of execution of this Agreement where the Northern Territory does not grant the Lease within that period (Clause 4.3), or
- b) Seventy five (75) years from the date of the grant of the Lease.

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

3.1.3 Subdivision P, Part 2 of Division 3 of the NTA is not intended to apply to any Future Act described in Clause 4.

4.2 Subject to this Clause and Clauses 5 and 6, the Native Title Party consents to:

- * the grant of the Lease by the Northern Territory, and
- * the doing of any actions by the Northern Territory for the purpose of, or in anticipation of the grant of the Lease, and in accordance with the Lease Purpose, and in accordance with the conditions of this Agreement.

'Lease' means a standard crown lease granted to the Lessee for 75 years over the Land for the Lease Purpose with the conditions set out at Attached B to this Agreement [not attached to the ILUA Register], including any variations that may be agreed between all Parties.

'Lease Purpose' shall be for the Regional Cultural Precinct, being a cultural centre and surrounds used for the recognition, promotion, preservation and enhancement of the culture and cultural diversity of the Katherine region, and related purposes.

'Lessee' means Katherine Regional Cultural Precinct Limited.

Attachments to the entry

DI2012_002_Map of agreement area.pdf