



# Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	DI2019/001
<b>Short name</b>	Canteen Creek Area ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	20/05/2020
<b>State/territory</b>	Northern Territory
<b>Local government region</b>	Barkly Regional Council

---

## Description of the area covered by the agreement

**ILUA Area** means all the land and waters within the boundary of the Townsite of Canteen Creek as described in Schedule 1 and depicted in the map at Schedule 4 and Survey Plan S2012/259H; [A copy of Schedule 1 and of Schedule 4 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 3.25 sq km and is located around Canteen Creek.]

## Parties to agreement

### *Applicant*

---

<b>Party name</b>	The Northern Territory of Australia
<b>Contact address</b>	c/- Department of the Attorney General and Justice GPO Box 1722 Darwin NT 0801

### *Other Parties*

---

<b>Party name</b>	Central Land Council
<b>Contact address</b>	C/- Principal Legal Officer PO Box 3321 Alice Springs NT 0871

## Period in which the agreement will operate

---

<b>Start date</b>	11/11/2019
<b>End Date</b>	not specified

---

## 2. TERM

- (a) This Agreement commences on the first day all parties have executed the Agreement.  
(b) This Agreement will continue in perpetuity and has such further legal effect as is prescribed by the NTA and the Regulations upon being entered on the ILUA Register.

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

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

5.(a) The Parties consent to the surrender of any native title rights and interests held by the Canteen Creek claimants over all land and waters within the Townsite including the Remaining Lots, the Townsite Housing and the Vacant Crown Land Areas.

6.(a) The Parties consent to the doing of the actions under clause 5 (the Agreed Actions), whether or not any of the Agreed Actions are Future Acts.

7.(a) The surrender of native title set out in clause 5(a) is intended to extinguish all existing native title rights and interests over all land and waters within the Townsite by the Canteen Creek claimants.

8.(a) Subdivision P (Right to Negotiate), Part 2 of Division 3 of the *[Native Title Act 1993 (Cth)]* is not intended to apply to any Future Act described in clauses 5 and 6.

**Townsite** means all land and waters within the boundary of the Townsite of Canteen Creek as defined in Schedule 1 and depicted in the map at Schedule 4 and the Survey Plans at Schedule 6;

**Remaining Lots** means the lots within the Townsite excluding the Vacant Crown Land Areas and the Townsite Housing as depicted in blue on the map attached as Schedule 5.3;

**Townsite Housing** means proposed lots 9, 13, 33, 35, 37, 38, 39, 40, 41, 42, 43, 52, 54, 59, 61, 62, 63, 65, 66, 67, 69, 71, 72, 81, 84, and 85 Townsite of Canteen Creek being the lots on which community housing is situated as depicted in purple shading on the map attached at Schedule 5.2;

**Vacant Crown Land Areas** means those areas within the Townsite to remain under Territory control and ownership as depicted in orange on the maps attached at Schedule 4 and more particularly Schedule 5.1.

#### **Attachments to the entry**

[DI2019\\_001 Schedule 1 - Technical description of the Townsite of Canteen Creek ILUA Area.pdf](#)

[DI2019\\_001 Schedule 4 - Map of Townsite ILUA Area.pdf](#)