



Extract from Register of Indigenous Land Use Agreements

NNTT number	DI2017/001
Short name	Kenbi ILUA
ILUA type	Area Agreement
Date registered	26/02/2021
State/territory	Northern Territory
Local government region	Un-incorporated Area-NT

Description of the area covered by the agreement

ILUA Area means all that land being the whole of:

- a) Section 17;
- b) Section 241;
- c) Section 244;
- d) Section 245;
- e) Section 261;
- f) Section 262;
- g) Section 263;
- h) Section 264; and
- i) Section 33,

and as set out in the map in Annexure C.

Section 17 means Section 17 Hundred of Bray depicted on Survey Plan B.221

Section 241 means Section 241 Hundred of Bray depicted on Survey Plan S.2011/196, being the land (more or less) previously known as Section 34

Section 244 means Section 244 Hundred of Bray depicted on Survey Plan LTO 2011/116A

Section 245 means Section 245 Hundred of Bray depicted on Survey Plan LTO 2011/116A

Section 261 means Section 261 Hundred of Bray depicted on Survey Plan S.2015/204A

Section 262 means Section 262 Hundred of Bray depicted on Survey Plan S.2015/204A

Section 263 means Section 263 Hundred of Bray depicted on Survey Plan S.2015/204A

Section 264 means Section 264 Hundred of Bray depicted on Survey Plan S.2015/204A

Section 33 means Section 33 Hundred of Bray depicted on Survey Plan A.715

[A copy of Annexure C is 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 122 sq km and is located on the Cox Peninsula approx. 3 km north of Belyuen.]

Parties to agreement

Applicant

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

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

Period in which the agreement will operate

Start date 02/02/2017
End Date not specified

3.(a) This Agreement commences on the date the last Party executes the Deed of Variation (**Commencement Date**) and the obligations, rights, warranties and provisions contained in this Agreement are effective from the Commencement Date and continue in perpetuity.

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

3.(c) Subdivision P (Right to Negotiate) of Division 3 of Part 2 of the NTA is not intended to apply to the doing of all or any of the Relevant Acts.

4.(a) To the extent that any or all of the Relevant Acts constitute or amount to a Future Act, the Parties consent to the doing of any or all of the Relevant Acts subject to the provisions of this Agreement.

(c) The Parties consent to the surrender to the Territory of all native title rights and interests upon the doing of any or all of the Relevant Extinguishing Acts.

(d) The Parties agree that the surrender of native title rights and interests under clause 4(c) is intended to extinguish all native title rights and interests with respect to the Relevant Extinguishing Acts.

Relevant Acts means the Relevant Non-Extinguishing Acts and the Relevant Extinguishing Acts

Relevant Extinguishing Acts comprise:

a) the grant of freehold title over the areas of Section 261, Section 262 and Section 263 to the Development Body by the Territory;

b) the incorporation of Section 264 into Cox Peninsula Road under the *Control of Roads Act* (NT);

c) the grant of the freehold title in Section 33 to the Power and Water Corporation or similar body by the Territory; and

d) any and all acts necessary or incidental to the acts done in accordance with a) and b) above provided such acts have no greater effect on native title than any of the acts done in accordance with a) and b).

Relevant Non-Extinguishing Acts comprise:

a) the transfer of the Commonwealth's fee simple estate over the areas of Section 261, Section 262, Section 263 and Section 264 to the Territory;

b) the transfer of the Commonwealth's fee simple estate over the areas of Section 241 from the Commonwealth to the Territory;

c) the grant of Kenbi Freehold Title over the area of Section 241 to the Kenbi Land Trust;

d) the grant of Kenbi Freehold Title over the areas of Sections 244 and 245 to the Kenbi Land Trust;

e) the grant of an estate, interest, licence, permission or authority in Kenbi Land Trust Land to any person for any purpose by the Kenbi Land Trust under section 13(2) of the Kenbi Land Trust Act;

f) the transfer of the Commonwealth's fee simple estate in Section 33 from the Commonwealth to the Territory; and

g) any and all acts necessary or incidental to the acts done in accordance with subparagraph (a) to (f) above provided that such acts have no greater effect on native title than any of the acts done in accordance with subparagraph (a) to (f).

Development Body means the Larrakia Development Corporation Pty Ltd ACN 099 471 495 (**LDC**) or another body nominated in writing to the Territory by the Council which is representative of the same interests as the LDC

Kenbi Freehold Title has the same meaning as in the Kenbi Land Trust Act

Kenbi Land Trust has the same meaning as in the Kenbi Land Trust Act

Kenbi Land Trust Act means *Kenbi Land Trust Act 2011 (NT)*

Attachments to the entry

[DI2017_001 Annexure C Map of ILUA Area.pdf](#)