



Extract from Register of Indigenous Land Use Agreements

NNTT number	DI2017/002
Short name	Red Gum Store ILUA
ILUA type	Area Agreement
Date registered	30/01/2018
State/territory	Northern Territory
Local government region	Central Desert Regional Council

Description of the area covered by the agreement

The Agreement Area comprises both the "Corporation Land" and the "Red Gum Store area". The Surrender Area comprises both the "Corporation Land" and the "Red Gum Store area". Written descriptions and maps of the agreement and surrender areas are contained in Schedules 2 (Red Gum Store Area) and 3 (Corporation Land Area) of the agreement. A copy of Schedules 2 and 3 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 two sections about 6 sq km (in total) approx. 14km and 24km south east of Kurrajong within NT Portion 3120 MacDonald Downs.]

Parties to agreement

Applicant

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

Other Parties

Party name	Malcolm McLeod Chalmers & Camarca Pty Ltd as Trustee for the Chalmers Family Trust
Contact address	c/- Gardiner & Associates PO Box 571 Alice Springs NT 0871

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

Party name Thylungra Cattle Co Pty Ltd as Trustee for the Thylungra Trust
Contact address c/- Gardiner & Associates
PO Box 571
Alice Springs NT 0871

Period in which the agreement will operate

Start date not specified
End date not specified

This Agreement commences on the first day all parties have executed the Agreement.

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

3. (a) The parties acknowledge and agree that the purpose of this Agreement is to resolve all native title issues arising from the excision of the Red Gum Store area and the surrender of the Corporation Land from MacDonald Downs, the fee simple grants of those areas of land by the Territory to Chalmers and the Corporation respectively, and any compensation with respect to the past impairment or extinguishment of native title and the surrender of native title effected by this Agreement.

4. (a) The Parties agree to the excision of the Red Gum Store area from MacDonald Downs and to the grant of a fee simple title over the area to Chalmers;
(b) Thylungra agrees to surrender the Corporation Land from MacDonald Downs;
(c) As soon as practicable, following the surrender of the Corporation Land from MacDonald Downs, the Territory agrees to grant a fee simple title over the Corporation Land to the Corporation. For the avoidance of doubt, the Parties intend that the grant of Corporation Land under this clause is regarded as a grant of an estate in fee simple from the Crown for the purposes of Schedule 2, item 12 of the Stamp Duty Act (NT);
(d) The Native Title Group consents to and hereby surrenders all existing native title rights and interests in the Red Gum Store area and the Corporation Land to the Territory;
(e) The Native Title Group agrees and acknowledges that this surrender of native title effects a complete extinguishment of native title rights and interests in the Red Gum Store area and the Corporation Land.

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

6. (a) Pursuant to clause 4(d) of this Agreement any native title rights and interests that may be capable of recognition in the Red Gum Store area and the Corporation Land area are surrendered to the Territory and are wholly extinguished.

7. (a) Subdivision P (Right to Negotiate), Part 2 of Division 3 of the NTA is not intended to apply to any Future Act described in Clause 5.

8. (a) Thylungra agrees to the surrender referred to in clause 4(b) of this Agreement;
- (b) Chalmers agrees to carry out the Compensation acts set out in Schedule 4 to this Agreement as compensation for any effect on native title of any Future Act as described in Clause 5 including the extinguishment of any native title rights and interests as a result of Agreed Actions;
- (c) The Territory agrees to carry out the Compensation acts set out in Schedule 4 to this Agreement;
- (d) The Parties agree that no further compensation shall be payable to the Native Title Group under the NTA or any other law.

'Agreed Actions' means those set out and described in clause 4(a)-(e).

'Corporation' means Tyereng Aboriginal Corporation ICN: 8471 whose membership is restricted to Native Title Holders of the Corporation Land.

'Corporation Land' means an area of approximately 378.5 hectares (proposed NT Portion 7496A) as described and depicted in Schedule 3.

'MacDonald Downs' means Perpetual Pastoral Lease (PPL) 1161 on Northern Territory Portion (NTP) 3120 in the Sandover region of the Northern Territory known as MacDonald Downs Station.

'Native Title Group' has the meaning given in section 24CD of the Native Title Act and includes the Land Council.

'Red Gum Store' area means an area of approximately 1.7 square kilometres surrounding and including the Red Gum Store (proposed NT Portion 7455A) as described and depicted in Schedule 2.

Attachments to the entry

[DI2017_002 Schedule 2- Description and map of the Red Gum Store area.pdf](#)

[DI2017_002 Schedule 3 Proposed Corporation Land area for surrender from MacDonald Downs and grant as freehold title.pdf](#)