

|  |
| --- |
| **Agreement under section 12AA of the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth)** |
| Northern Territory of Australia represented by the Department of Chief Minister and Cabinet ABN 84 085 734 992 (**NTA**)Northern Land Council, as established in accordance with section 21 of the *Aboriginal* *Land Rights (Northern Territory) Act 1976* (Cth)ABN 56 327 515 (**Land Council**)Director of National Parks, being a corporation continuing under section 514A of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)ABN 13 051 694 963 (**Director**) |

Table of Contents

Table of Contents 2

Details 3

Recitals 3

Agreed terms 4

1. Definitions 4

2. Agreement on excluded land areas 4

3. Section 12AA Agreement 4

Execution 6

Attachment A – Survey Plans LTO2021/014A-W 8

Details

Parties

1. **Northern Territory of Australia represented by the Department of Chief Minister and Cabinet ABN 84 085 734 992** of Level 11 NT House, 22 Mitchell Street, DARWIN, NT(**Territory**)
2. **Northern Land Council ABN 56 327 515 336** established under section 21 of the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth) of 45 Mitchell Street, DARWIN, NT (**Land Council**)
3. **Director of National Parks ABN 13 051 694 963**, being a corporation continuing under section 514A of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) of John Gorton Building, Parkes, ACT (**Director**)

collectively, the **Parties**.

Recitals

1. Up to and including 25 June 2021, the Jabiru Town Land was owned by the Director and leased to JTDA.
2. During the term of the lease to JTDA, the roads within the Jabiru Town Land remained under the control and ownership of the Director, and were maintained by the Director.
3. On 26 June 2021, pursuant to section 12(1AD) of the Act, the Commonwealth of Australia delivered the Deed of Grant to the Land Trust.
4. In accordance with section 3AC of the Act*,* the *Aboriginal Land Rights (Northern Territory) (Jabiru Town Land) Instrument* 2021 and by the Deed of Grant, the Land Trust was granted an estate in fee simple of the Jabiru Town Land*.*
5. In accordance with subsection 12(3A) of the Act and by operation of provisions contained in the Deed of Grant, certain areas inside the Jabiru Town Land are expressly excluded from the grant.
6. Subsection 12AA(1) of the Act provides for the Land Council and the Territory to agree on that land upon which there was, at the time of the execution of the Deed of Grant, roads over which the public had a right of way and that those roads are expressly excluded from the grant.
7. Despite section 12AA of the Act requiring only the Territory and the Land Council to agree, the Parties intend for that same procedure to apply, and to have the same legal effect on, those arrangements as between those Parties as though section 12AA of the Act had applied and been complied with.
8. The Parties have identified and agree on the location of all areas within the Jabiru Town Land, that at the time of the execution of the Deed of Grant, was a road over which the public had, at that time, a right of way, and they now wish to record their agreement, in line with subsection 12AA(2) of the Act and for that agreement to be given legal effect.

Agreed terms

1. Definitions

In this Agreement the following definitions apply:

|  |  |
| --- | --- |
| **Agreement** | means this agreement, including the attachment; |
| **Act** | means the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth); |
| **Deed of Grant** | 1. means the deed of grant from the Commonwealth to the Kakadu Aboriginal Land Trust dated 10 June 2021;
 |
| **Jabiru Town Land** | 1. means all that land in the Northern Territory of Australia comprising the whole of former Northern Territory Portion 2272 shown on Survey Plan S79/31 lodged with the Surveyor-General of the Northern Territory, Darwin, and containing an area of approximately 1297 hectares in accordance with section 3AC of the Act and *Aboriginal Land Rights (Northern Territory) (Jabiru Town Land) Instrument 2021*;
 |
| **JTDA** | 1. means the former Jabiru Town Development Authority, an authority established by the Northern Territory of Australia; and
 |
| **Land Trust** | means the Kakadu Aboriginal Land Trust being a Land Trust established pursuant to sub-section 4(1) of the Act. |

1. Agreement on excluded land areas

The Parties agree:

* + 1. all the areas shown on Survey Plans LTO2021/014A-W at Attachment A as Lots 965, 966, 969, 986, 1401-1404, 1406-1408, 1410, 1412-1413, 1415, 1420, 1424-1426, 1428, 1429, 1431, 2338 and 2354-2363 are areas that, at the time of the execution of the Deed of Grant, there was a road over which the public had, at that time, a right of way;
		2. consistent with the Act, the grant to the Land Trust of the Jabiru Town Land excluded all the areas described as Lots 965, 966, 969, 986, 1401-1404, 1406-1408, 1410, 1412-1413, 1415, 1420, 1424-1426, 1428, 1429, 1431, 2338 and 2354-2363 on Survey Plans LTO2021/014A-W at Attachment A; and
		3. the land described by this Agreement comprises the proposed parcel which will be identified, upon registration of the Deed of Grant, as Northern Territory Portion 7874 as shown on Survey Plans S2021/043A-M.

*Note: Survey Plans S2021/043A-M may be inspected at the office of the Surveyor-General, Darwin, Northern Territory.*

1. Section 12AA Agreement
	* 1. The Parties agree that this Agreement:
			1. is made for the purposes of subsection 12AA(1) of the Act;
			2. shall be certified by the Parties by way of execution; and
			3. after execution by the Parties, a copy will be forwarded to the Minister for Indigenous Australians by the Director.
		2. The Parties acknowledge that, following receipt of this Agreement, the Minister for Indigenous Australians will publish in the Commonwealth Government Gazette a notification of this Agreement, including a copy of the terms of this Agreement.
		3. The Parties agree the Director will lodge this Agreement, following its gazettal under clause 3(b) with the Registrar-General of the Northern Territory.

Execution

**EXECUTED as an agreement**

Executed by the Northern Territory

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of the **Northern Territory of Australia** by a duly authorised representativeNatasha Fyles |  | Gabby Mappas |
|  |  |  |
| Name of authorised representative (print) |  | Name of witness (print) |
| Signature of authorised representative |  | Signature of witness  |
|  |  |  |
| Date 10/8/2023 |  | Date 10/8/2023 |

Executed by the Land Council

|  |  |  |
| --- | --- | --- |
| **The Common Seal** of **Northern Land Council** was hereunto affixed by authority of the Chief Executive Officer upon the Land Council being satisfied of the requirements contained in sub-section 19(5) of the *Aboriginal Land Rights (Northern Territory) Act 1976*. ……………………………………………… | ))))) | Seal and signature |
| Signature of witness  |  | Signature of Chief Executive Officer  |
| KIM JEFFREY……………………………………………… |  | JOE MARTIN-JARD……………………………………..…… |
| Name of witness (please print) |  | Name (please print) |
| Date 31/07/2023 |  | Date 31/07/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
| Executed by the Director of National Parks**SIGNED** for and on behalf of the **Director of National Parks** by a duly authorised representative |  |  | Signature |
|  |  |  |  |
| Signature of Witness |  |  | Signature of the Director of National Parks |
| CASSIE DALTON |  |  | SEAN SULLIVAN |
| Name of Witness in full |  |  | Name of Director of National Parks |

|  |  |
| --- | --- |
| Date 24/07/2023 | Date 24/07/2023 |

****

****

****

****

****

****

****

****

****

****

****