



Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2005/001
Short name	Mildura Marina
ILUA type	Area Agreement
Date registered	06/10/2005
State/territory	Victoria
Local government region	Mildura Rural City

Description of the area covered by the agreement

The Area the subject of this Agreement is within the boundaries of the Rural City of Mildura and comprises land adjacent to the Riverfront controlled by Council as Committee of Management pursuant to the provisions of the Crown Land Reserves Act, unalienated Crown land.

The Agreement Area covers all the lands and waters subject to the following land parcels in the state of Victoria:

Parish Allotment Section

Mildura 1 14
Mildura 1 18
Mildura 10 36A
Mildura 10D 138
Mildura 11 138
Mildura 138A 138
Mildura 13A 12
Mildura 15 B1
Merbein 15 G
Merbein 16 G
Mildura 1A 8
Mildura 1Q A
Mildura 2 7
Mildura 2A 6
Mildura 2B 6
Mildura 2C 6
Mildura 3 6
Mildura 30 5A
Mildura 70B B
Mildura 14A B1
Mildura 1A 1
Mildura 2 1
Mildura 3 1
Mildura 3 14
Mildura 4 1
Mildura 5 1
Mildura 5B B1
Mildura 6 1
Mildura 7 1
Mildura 2 18

Data Reference and source

Cadastral data sourced from Sinclair Knight Merz Pty Ltd under license from Dept of Sustainability & Environment, VIC (July, 2003). The State of Victoria does not warrant the accuracy or completeness of the information in this publication and any person using and relying on such information does so on the basis that the State of Victoria shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

Parties to agreement

Applicant

Party name Mildura Rural City Council
Contact address 108-116 Madden Avenue
MILDURA VIC 3500

Other Parties

Party name Frederick Ralph Harradine
Contact address 54 Madden Avenue
MILDURA VIC 3500

Party name Mark John Grist
Contact address 293 Humphries Road
Mt Eliza VIC 3930

Period in which the agreement will operate

Start date not specified

End Date not specified

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

Clause 5.1(c): the Right to Negotiate Procedure is not intended to apply to the Future Acts described in clause 9.2

Clause 9.1: The Native Title Parties on behalf of the Native Title Group and all other parties to this Agreement consent to the future Acts described in clauses 9.2.

Clause 9.2: The Native Title Parties and all other parties to this Agreement consent:

(a) to the conduct of Development Activities for the construction of the Marina, provided that the Council complies with the Native Title Conditions in schedule 2 in respect of the Development of that area of the Marina Development, that is the subject of this agreement; and

(b) to the development of the Riverfront Area at any time to the Council's discretion provided that the Council complies with the Native Title Conditions in schedule 2.

Clause 1: Definitions

"Development Activities" means all activities requiring planning and or building approvals by the MRCC [Mildura Rural City Council];

"Marina" means the Development that may be conducted under a Permit or Development Licence for the Construction of the Mildura Marina and Resort and includes areas of free hold land that are not the subject of this agreement.

"Native Title Conditions" means the conditions contained in Schedule 2 [of the agreement]

"Riverfront Area" means the area of land and water comprising the Permanent Public Purposes Reserve being the area proclaimed as Permanent Reserve pursuant to the Crown Land (Reserves) Act 1978 (known as the three chain reserve) along the Victorian Bank of the Murray River within the boundaries of the Rural City of Mildura.

Attachments to the entry

Nil Attachments