



Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2010/003
Short name	Gunaikurnai Settlement ILUA
ILUA type	Body Corporate
Date registered	08/02/2011
State/territory	Victoria
Local government region	Alpine Shire, Baw Baw Shire, East Gippsland Shire, Latrobe City , Mansfield Shire , Mount Hotham Alpine Resort (unincorporated), South Gippsland Shire , Wellington Shire , Yarra Ranges Shire , Mount Baw Baw Alpine Resort (uninc)

Description of the area covered by the agreement

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

ILUA Area means the area described in Schedule 2 of the Determination.
Determination means the approved determination of native title made in Federal Court proceedings
VID6007/1998 and VID482/2009 (as consolidated).

SCHEDULE 2 [of the Determination] - WHERE NATIVE TITLE EXISTS - Order 1

Subject to Orders 3(c) and 6-9 and the Determination Area Table Notes 3 and 4, native title exists in:

- i. land and waters of the areas and parts of areas listed in the column marked "Schedule 2 Areas" in the Determination Area Table and shown generally on the Determination Area Map, excluding any land or waters on which there is an Unidentified Extinguishing Public Work; and
- ii. other waters within the area described in Schedule 1, excluding any waters listed in the column marked "Schedule 3 Areas" in the Determination Area Table and shown generally on the Determination Area Map and also excluding any waters on which there is an Unidentified Extinguishing Public Work.

[The Determination Area Table and the Determination Area Map which together comprise the remainder of Schedule 2 of the Determination, form part of this register extract. Copies are attached.]

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 does not replace, and is less precise than, the description of the agreement area contained in the agreement noted above. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement covers about 13,390 sq km over those parcels where Native Title has been determined to exist in the Gunaikurnai consent determination, 22 October 2010, extending 200 metres seaward of the territorial sea baseline in the south to the great dividing range in the north, Moe in the west and the Snowy River in the east.

Parties to agreement

Applicant

Party name	The State of Victoria
Contact address	c/- Victorian Government Solicitor's Office PO Box 4356 Melbourne Victoria 3000

Other Parties

Party name	Gunaikurnai Land & Waters Aboriginal Corporation RNTBC
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Contact address

c/- Native Title Services Victoria Ltd
Level 2, 642 Queensberry Street
North Melbourne Victoria 3051

Period in which the agreement will operate

Start date	22/10/2010
End Date	not specified

Clause 2(a) states that '[t]his ILUA commences as a contract between the Parties on the date executed by the last of the Parties to do so', [being 22 October 2010, the Commencement Date].

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

6.1(b) In the event that any Grant of Aboriginal Title to the Corporation in relation to the ILUA Area affects native title, the Parties consent to the grant.

6.1(c) The Parties consent to all acts done in accordance with Division 4 of Part 3 of the Traditional Owner Settlement Act 2010 and Part 8A of the Conservation, Forests and Lands Act 1987 in connection with the Grants of Aboriginal Title to which clause 6.1(a) or 6.1(b) applies.

6.2 Grants of freehold title at Newmerella

In the event that the State grants an estate in fee simple to the Corporation where the grant is made to give effect to an agreement between the State and the Corporation in relation to:

(a) any of the Newmerella Land; or

(b) any other land in the ILUA Area to be held on behalf the Gunaikurnai People for cultural purposes; the Parties consent to, and for the purposes of s 24EB(1) of the NTA state that they consent to, the doing of that future act.

6.3 (a) The Parties consent to, and for the purposes of s 24EB(1) of the NTA state that they consent to, the doing of any future act that is:

(i) attributable to the State;

(ii) done in relation to a cemetery or crematorium reserve or Crown land utilised as a cemetery or crematorium in the ILUA Area;

(iii) in furtherance of the purposes of a cemetery or crematorium; and

(iv) done on or after the Registration Date.

6.4(a) The Parties consent to, and for the purposes of s 24EB(1) of the NTA state that they consent to, the doing of any future act that is:

(i) attributable to the State;

(ii) done in relation to a Community or Sporting Facility that is situated on a recreation reserve, public purpose reserve or other Crown land used for community purposes in the ILUA Area;

(iii) consistent with the purpose of the Community or Sporting Facility; and

(iv) done on or after the Registration Date.

6.5 Pre-existing Contracts to Grant Leaseholds

(a) The Parties consent to, and for the purposes of s 24EB(1) of the NTA state that they consent to, any grant of a leasehold estate in land in the ILUA Area to any person after the Commencement Date where the grant is made to give effect to a written and enforceable offer, obligation, commitment, arrangement, undertaking or contract, entered into by the State prior to the Commencement Date.

(b) Before a leasehold estate to which clause 6.5(a) applies is granted, the State will notify the Corporation in writing of the grant, including a plan identifying the relevant area.

Note: In the event that a leasehold estate to which clause 6.5(a) applies is granted before the Registration Date, the grant will be validated as at the Registration Date by reason of clause 14.

6.6 Pre-existing Contracts to Grant Freehold Title

(a) In the event that the State grants a freehold estate in land in the ILUA Area to any person after the Commencement Date where the grant is made to give effect to a written and enforceable offer, obligation, commitment, arrangement, undertaking or contract, entered into by the State prior to the Commencement Date, clause 8 (a) (which provides for the surrender of native title) applies to the grant.

(b) Before a freehold estate to which clause 6.6(a) applies is granted, the State will notify the Corporation in writing of the grant, including a survey plan of the relevant area.

Note: In the event that a freehold estate to which clause 6.6(a) applies is granted before the Registration Date, the grant and the associated surrender of native title under clause 8 will be validated as at the Registration Date by reason of clause 14.

6.7 Other Grants of Freehold Title to the Corporation

In the event that the State grants an estate in fee simple in relation to Crown land in the ILUA Area to the Corporation after the Registration Date where the grant is made to give effect to an agreement between the State and the Corporation, clause 8(a) (which provides for the surrender of native title) applies to the grant.

7.1 Consent to 'public work' future acts

The Parties consent to, and for the purposes of s 24EB(1) of the NTA state that they consent to, the doing of any future act that:

- (a) is attributable to the State;
- (b) is done in relation to the ILUA Area;
- (c) consists of the construction or establishment of a public work;
- (d) but for Subdivision E of Part 2 Division 3 of the NTA, would be an act to which Subdivision J of Part 2 Division 3 of the NTA would apply; and
- (e) is done on or after the Registration Date.

7.5 Clause 7 does not apply if excluded by agreement

Clause 7.1 does not apply to a particular future act or class of future acts if:

- (a) the Parties make an agreement under the NTA in relation to a particular future act or class of future acts that includes a statement that clause 7.1 does not apply; and
- (b) the details of that agreement including that statement are on the Register of Indigenous Land Use Agreements at the time of the doing of that particular future act or class of future acts.

8. Surrender of native title

(a) The Corporation, on behalf of the Gunaikurnai People, surrenders, and consents to the surrender to the State of all native title rights and interests over the area depicted in the survey plan of a grant to which either of clause 6.6 or clause 6.7 applies.

(b) The Parties intend, and for the purposes s 24EB(1)(d) of the NTA state that they intend, that the surrender of native title under clause 8(a) is intended to extinguish the native rights and interests.

(c) Any surrender of native title under clause 8(a) takes effect:

(i) in the case of a grant to which clause 6.6 applies, when the Corporation receives notification referred to in clause 6.6(b);

(ii) in the case of a grant to which clause 6.7 applies, immediately before the making of the grant.

Note: In the event that a surrender of native title under clause 8(a) takes effect before the Registration Date in relation to a grant to which clause 6.6 applies, both the surrender and the grant will be validated as at the Registration Date by reason of clause 14.

14. Validation of previous future acts (NTA s 24EBA(1))

The Parties agree, and for the purposes of s 24EBA(1)(a) and (b) of the NTA and s 13P of the LTVA state that they agree, to the validating of all future acts (other than an intermediate period act) of all classes which:

(a) either:

(i) have already been done in relation to any land and waters in the ILUA Area on or prior to the Commencement Date; or

(ii) are acts to which clause 6.5, 6.6 or 8 applies and have been done on or before the Registration Date;

(b) are attributable to the State;

(c) were invalid to any extent because of the provisions of the NTA.

Attachments to the entry

[Gunaikurnai Settlement ILUA Map.pdf](#)

[Gunaikurnai Settlement ILUA Determination Area Table.pdf](#)