National Native Title Tribunal

Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2019/001
Short name	All Abilities Playspace ILUA
ILUA type	Body Corporate
Date registered	15/10/2019
State/territory	Victoria
Local government region	Glenelg Shire

Description of the area covered by the agreement

2.2 This Agreement applies to the All Abilities Playspace Land.

1.2 **"All Abilities Playspace Land"** means part of the Land and more specifically set out in Schedule 2.

[A written description and map of the All Abilities Playspace Land are contained in Schedule 2 of the agreement. A copy of Schedule 2 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 approx. 3,300 sq m and is located on the foreshore of Portland Harbour approx. 830m south east of Portland CBD.]

Parties to agreement

Applicant

Party name	Glenelg Shire Council
Contact address	c/- Russell Kennedy Lawyers Level 12/469 La Trobe Street Melbourne VIC 3000

Other Parties

Party name	Gunditj Mirring Traditional Owners Aboriginal Corporation
Contact address	c/- First Nations Legal & Research Services 12-14 Leveson Street North Melbourne VIC 3051

Period in which the agreement will operate

Start date	not specified
End Date	not specified

4.1 This Agreement commences as a contract between the Parties on the date on which it is signed by the last of the Parties to do so, with the exception of clauses 6 and 7 which commence on the Commencement Date.

10 This Agreement will terminate upon agreement between the Parties or otherwise in accordance with law.

1.7 **"Commencement Date"** means the day that the Agreement is registered on the Register.

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

2.4 The Right to Negotiate does not apply to Future Acts that form part of the Works.

6.1 Subject to clause 7 of this Agreement, the Corporation on behalf of the Common Law Native Title Holders consents to the carrying out of the Works on or after the Commencement Date.

6.2 Any Future Act that forms part of the Works satisfies the requirements of section 24EB(1) of the NTA, with the result that the Future Act is valid to the extent that it affects native title in relation to the All Abilities Playspace Land.

7.1 Further to clause 6.1:
7.1.1 the Corporation confirms, on behalf of the Common Law Native Title Holders, that Council can undertake the Works; and
7.1.2 the Parties agree that the Council's right to undertake the Works is subject to the Council providing the Requirements.

7.3 Further to clause 6.1, for any Future Acts not part of the Works but proposed to be undertaken by the Council on the Land in association with the Portland Foreshore Masterplan the Parties will negotiate in good faith to allow those Future Acts to occur. These good faith negotiations may involve an agreement as to consideration in addition to the consideration detailed in this clause 7.

1.23 **"Portland Foreshore"** means that part of the Portland Bay area of Portland in the State of Victoria on the seaward side of Bentinck Street and includes, Lee Breakwater Road and the Land.

1.24 **"Portland Foreshore Masterplan"** means the plan prepared by Council for the development and redevelopment of the Portland Foreshore as amended from time to time.

1.31 **"Works"** has the meaning set out in Schedule 2 of this Agreement.

Attachments to the entry

VI2019_001 Schedule 2 - All Abilities Playspace Land - Written description .pdf

VI2019_001 Schedule 2 - All Abilities Playspace Land - Map.pdf