



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	NI2014/001
<b>Short name</b>	Gundungurra Area Agreement
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	27/02/2015
<b>State/territory</b>	New South Wales
<b>Local government region</b>	Blue Mountains City Council, City of Lithgow, Goulburn Mulwaree Council, Oberon Council, Penrith City Council, Upper Lachlan Shire Council, Wingecarribee Shire Council, Wollondilly Shire Council

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### Description of the area covered by the agreement

1.1 "Agreement Area" means the whole of the area that falls within the outer boundary of the line depicted on the map, and which is described in the technical description, at Schedule A of this Deed.

[a map and description of the Agreement Area is contained in Schedule A of the agreement . A copy of Schedule A 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 covers about 6942 sq km, approximately 8 km south of Lithgow and approx. 18 km north of Goulburn].

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Elsie Stockwell and Mervyn Trindall on their behalf and on behalf of the Gundungurra People
<b>Contact address</b>	c/- Eddy Neumann Lawyers Level 1 255 Castlereagh St Sydney New South Wales 2000

*Other Parties*

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**Party name** Gundungurra Tribal Council Aboriginal Corporation

**Contact address** c/- Eddy Neumann Lawyers  
Level 1  
255 Castlereagh St  
Sydney New South Wales 2000

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**Party name** Gundungurra Aboriginal Heritage Association Inc.

**Contact address** c/- Benetatos White Solicitors & Attorneys  
89 Lurline St  
Katoomba New South Wales 2780

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**Party name** Attorney General of New South Wales

**Contact address** GPO Box 7060  
Sydney New South Wales 2001

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**Party name** Deputy Premier of New South Wales

**Contact address** GPO Box 7060  
Sydney New South Wales 2001

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**Party name** Minister for the Environment of New South Wales

**Contact address** PO Box 1967  
Hurstville New South Wales 1481

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**Party name** Office of Environment and Heritage

**Contact address** PO Box 1967  
Hurstville New South Wales 1481

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**Party name** Sydney Catchment Authority

**Contact address** Level 4  
2-6 Station Street  
Penrith New South Wales 2751

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**Party name** Forestry Corporation of New South Wales

**Contact address** c/- Crown Solicitor for the State of New South Wales  
GPO Box 25  
Sydney New South Wales 2001

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<b>Party name</b>	Blue Mountains City Council
<b>Contact address</b>	Locked Bag 1005 Katoomba New South Wales 2780

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**Period in which the agreement will operate**

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<b>Start date</b>	20/06/2014
<b>End date</b>	not specified

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4.1 The Parties agree that all clauses within this Deed shall commence on the date of making this Deed unless otherwise stated in the clause.

4.2 If, for whatever reason, details of this Deed are not entered on the Register of Indigenous Land Use Agreements within a period of twenty-four (24) calendar months from the date of making of this Deed (or such further period as the State Minister and the applicants agree in writing), the Deed shall expire and cease to have any effect.

5.1 The Parties agree that the term of this Deed shall have continuing effect until one of the following events occurs:

- (a) it expires in accordance with subclause 4.2;
- (b) it is terminated in accordance with clause 18 or clause 20;
- (c) it is terminated by the agreement in writing of all the Parties.

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

14.6 The Applicants, the Gundungurra Corporation and the Gundungurra Association consent to the undertaking by the State or BMCC of Class 2 Post Registration Acts, being those acts that fall within the classes of acts set out in clause 14.7.

14.7 The Parties agree that the following classes of Post Registration Acts lawfully undertaken in the Agreement Area comprise Class 2 Post Registration Acts:

- (a) the compulsory acquisition of all interests including native title rights and interests where the Right to Negotiate does not apply;
- (b) the grant of a lease or licence other than a lease or licence to which subdivisions G, H, and I of the NTA applies;
- (c) construction or establishment of Public Works;
- (d) preparation, adoption and implementation of a plan of management for any part of the Agreement Area.

14.17 It is the parties' intention that the consent by the Applicants, the Gundungurra Corporation and the Gundungurra Association in subclause 14.6 includes agreement that subdivision P (the right to negotiate) Division 3 Part 2 of the NTA is not intended to apply to any Class 2 Post Registration Act.

14.18 The Parties agree that the following classes of Post Registration Acts lawfully undertaken or any interest (including a lease, licence, permit or authority) granted to undertake any of the following classes of Post Registration Acts in the Agreement Area comprise Class 3 Post Registration Acts:

- (a) an act done in good faith in the Agreement Area so long as the act's impact on native title is no greater than the impact that any act that could have been done under or in accordance with the previous reservation of the Agreement Area would have had, or an act done under or in accordance with the current reservation;
- (b) grant of an easement or right of way;
- (c) construction, maintenance and repair of signage and plaques;
- (d) fire suppression and fire prevention management activities, including hazard reduction burning and temporary closure within the Agreement Area for fire suppression or fire prevention purposes;
- (e) environmental assessment or protection activities including research, survey and

monitoring of species, clearing or spraying of noxious or introduced species, regeneration, rehabilitation, actions in relation to a biosecurity incident and acts carried out in accordance with plans with objectives including any of these acts;

- (f) excavation or clearing necessary for public health and safety;
- (g) construction of a track or other access;
- (h) maintenance of existing roads, tracks, boardwalks, platforms, bridges and fire trails including gravel extraction, grading, sediment control, gravelling, tree lopping and clearing;
- (i) construction, maintenance and repair of fences and gates;
- (j) maintenance, operation and repair of Public Works;
- (k) maintenance, cleaning, operation and repair of existing Public Works;
- (l) replacement of existing Public Works with similar or upgraded works within the same area of the existing Public Works or with a minor realignment;
- (m) removal of existing Public Works;
- (n) any urgent management activities that are required or desirable for public health and safety;
- (o) renewal or re-grant of existing interests which confer rights or interests substantially the same as rights or interests which have previously affected the area covered by the renewal or re-grant;
- (p) re-establishment of timber plantations as Forestry Corporation of New South Wales Forestry Corporation of New South Wales is authorised to do under the Plantations and Reafforestation Act 1999 (NSW);
- (q) any accepted normal management practices in plantation and native forests management, including land preparation such as post harvest burning, planting, weed control, road construction, road maintenance, thinning, harvesting, transport and sale of logs;
- (r) any other act described in section 24KA of the NTA;
- (s) any other act that is similar to any one or more of the acts in the above paragraphs or any other act relating to the care, control and management of the Agreement Area;
- (t) the exercise by the SCA of its statutory functions as set out in the Sydney Water Catchment Management Act 1998, and
- (u) the exercise by BMCC of its statutory functions under the Local Government Act 1993 and the Crown Lands Act 1989 so far as they relate to its role as reserve trust manager.

14.19 The Parties consent to the undertaking of Class 3 Post Registration Acts and the Applicants, the Gundungurra Corporation and the Gundungurra Association agree they shall have no procedural rights in relation to the undertaking of the Class 3 Post Registration Acts. The Parties agree that the Non Extinguishment Principle applies to Class 3 Post Registration Acts.

15.1 The Parties agree that any Public Works constructed or established within the Agreement Area and prior to the date this Deed is Registered, are valid to the extent of any invalidity that may exist by reason of the existence of native title.

#### **Attachments to the entry**

[NI2014-001 Gundungurra ILUA technical description.pdf](#)

[NI2014-001 Gundungurra ILUA map.pdf](#)