

Indigenous Land Use Agreement

under Subdivision C of Division 3 of Part 2 of the *Native Title Act 1993* (Cth)

between

Dja Dja Wurrung Native Title Group

and

Dja Dja Wurrung Clans Aboriginal Corporation

Indigenous Corporation Number 4421

and

the State of Victoria

Table of Contents

| | |
|---|----------|
| PART 1 - INTRODUCTORY | 2 |
| 1. Parties | 2 |
| 2. Warranties | 2 |
| 3. Contractual effect (NTA s24EA(1)) | 2 |
| PART 2 – PROVISIONS RELATING TO THE ILUA AREA | 2 |
| 4. Application to the ILUA Area | 2 |
| 5. Settlement Package does not constitute recognition of Native Title | 3 |
| 6. Registration as an ILUA | 3 |
| 7. Consent to Future Acts on or after the Registration Date (NTA s 24EB) | 3 |
| 7.1 Coming into effect of Clause 7..... | 3 |
| 7.2 General consent (NTA s 24EB(1)) | 4 |
| 7.3 Surrender of Native Title (NTA s 24EB(1))..... | 4 |
| 7.4 Consent does not apply to particular transitional projects..... | 4 |
| 7.5 NTA ‘Right to negotiate’ does not apply (NTA s 24EB(1)(c))..... | 5 |
| 7.6 Validity (NTA s 24EB(2)) | 5 |
| 7.7 Application of the Non-Extinguishment Principle (NTA s 24EB(3)) | 5 |
| 8. Compensation | 5 |
| 8.1 No Compensation payable for Past Acts, Intermediate Period Acts and Future Acts (NTA s 24CB(ea), s 24EB(5), s 24EBA(5))..... | 5 |
| 8.2 No RDA compensation payable for valid acts (NTA s 45) | 5 |
| 8.3 Releases do not apply to acts done after termination | 6 |
| 9. Validation of previous Future Acts (NTA s 24EBA(1) and LTVA s 13P) | 6 |
| 10. Operation of the Future Act Regime (NTA s 24AB(1), s 26(2)(a)) | 6 |
| 11. The manner of exercise of any Native Title rights (NTA s 24CB(d)) | 6 |
| PART 3 – CONSIDERATION AND OTHER CONDITIONS | 7 |
| 12. Purpose of this Part | 7 |
| 13. Consideration | 7 |
| 14. Withdrawal of Native Title determination application | 7 |
| 15. No future Native Title and related applications | 7 |
| 16. Benefits for the whole Native Title Claim Group | 7 |
| PART 4 – MISCELLANEOUS | 8 |
| 17. Dispute Resolution | 8 |
| 17.1 Parties must follow dispute resolution procedure | 8 |

| | | |
|-------------------|--|-----------|
| 17.2 | Notice of Dispute | 8 |
| 17.3 | Meeting of the Panel | 8 |
| 17.4 | Mediation | 8 |
| 17.5 | ILUA continues | 9 |
| 18. | Variation..... | 9 |
| 19. | Deregistration does not affect consent..... | 9 |
| 20. | Notice of breach | 9 |
| 21. | Settlement Package to benefit and bind successors | 9 |
| 22. | State's Obligations Conditional..... | 10 |
| 23. | General..... | 10 |
| 23.1 | Communications | 10 |
| 23.2 | Entire Understanding | 10 |
| 23.3 | Counterparts..... | 11 |
| 23.4 | Governing Law..... | 11 |
| 24. | Compliance with Laws | 11 |
| 25. | Time to act | 11 |
| 26. | Severability..... | 11 |
| 27. | Surviving duties and obligations..... | 11 |
| 28. | Definitions and Interpretation | 11 |
| 28.1 | Definitions | 11 |
| 28.2 | Interpretation | 14 |
| Schedule 1 | - ILUA Area | 20 |
| Schedule 2 | - Parties' Contact Details (Clause 23.1) | 34 |
| Schedule 3 | - Dja Dja Wurrung Ancestors (Clause 28.1)..... | 35 |

Date

28 March 2013

Dja Dja Wurrung Native Title Group

(the Dja Dja Wurrung Native Title Group)

and

**Dja Dja Wurrung Clans Aboriginal Corporation
Indigenous Corporation Number 4421**

(the Corporation)

and

the State of Victoria

(the State)

Background

- A. The Dja Dja Wurrung Native Title Group made four Native Title determination applications on behalf of the Dja Dja Wurrung in Federal Court proceeding Dja Dja Wurrung VID6006/98 (VC/99/9); Dja Dja Wurrung #15 VID6001/99 (VC99/6); Dja Dja Wurrung #14 VID 6003/99 (VC99/2); and Dja Dja Wurrung Peoples VID6001/00 (VC00/1). The Dja Dja Wurrung are the Native Title Claim Group in relation to each of the applications. The State is a respondent to the applications.
- B. In the course of mediation under s 86B of the *Native Title Act 1993* (Cth), the Dja Dja Wurrung Native Title Group and the State have reached agreement regarding the settlement of the Native Title determination application.
- C. The Dja Dja Wurrung have appointed the Corporation as the Traditional Owner Group Entity to represent them in relation to the ILUA Area for the purposes of the *Traditional Owner Settlement Act 2010* and to enter into the Settlement Package in relation to the Native Title determination application in Federal Court proceedings VID6006/98, VID6001/99, VID6003/99 and VID6001/00.
- D. This ILUA is part of the Settlement Package.

Agreed terms

PART 1 - INTRODUCTORY

1. Parties

The Parties to this ILUA are:

- (a) the Dja Dja Wurrung Native Title Group;
- (b) the Corporation; and
- (c) the State.

2. Warranties

The Corporation represents and warrants that:

- (a) all reasonable efforts have been made (including by consulting with all representative Aboriginal/Torres Strait Islander bodies) to ensure that all persons who hold or may hold Native Title in relation to land or waters in the area covered by this ILUA have been identified;
- (b) all of those persons so identified have authorised the making of this ILUA in the terms which it sets out, in accordance with s 251A of the NTA;
- (c) the Corporation has taken all necessary actions in accordance with its Corporation Rules and by law to enter into this ILUA; and
- (d) Native Title Services Victoria, as the representative Aboriginal body for the ILUA Area, was informed in writing of the intention of the Dja Dja Wurrung Native Title Group to enter into this ILUA before it was executed (in accordance with s 24CD(7) of the NTA and regulation 7(4) of the *Native Title (Indigenous Land Use Agreement) Regulations 1999* (Cth)).

3. Contractual effect (NTA s24EA(1))

- (a) Subject to clause 7.1, this ILUA commences as a contract between the Parties on the date executed by the last of the Parties to do so.
- (b) The Parties acknowledge that, while details of this ILUA are registered on the Register of Indigenous Land Use Agreements, by virtue of s 24EA(1) of the NTA this ILUA binds all persons holding Native Title rights and interests in relation to the land and waters in the ILUA Area who are not already Parties to, or bound by, this ILUA.
- (c) The Parties agree to seek and maintain the registration of this ILUA on the Register of Indigenous Land Use Agreements in accordance with clause 6.

PART 2 – PROVISIONS RELATING TO THE ILUA AREA

4. Application to the ILUA Area

The provisions of Part 2 apply to the ILUA Area.

5. Settlement Package does not constitute recognition of Native Title

The Parties agree that nothing in the Settlement Package, including the making of this ILUA or its registration on the Register of Indigenous Land Use Agreements, constitutes or otherwise represents the recognition by the State that Native Title Rights and Interests exist in relation to the land and waters of the ILUA Area or are held by the Dja Dja Wurrung.

6. Registration as an ILUA

- (a) The Parties agree that the State will apply to the Native Title Registrar, pursuant to s 24CG(1) of the NTA, for this ILUA to be registered on the Register of Indigenous Land Use Agreements.
- (b) The Parties agree to exercise all powers available to them, to do all acts, matters and things and to sign, execute and deliver all documents and instruments which are necessary or reasonably required to give full force and effect to the provisions of this ILUA and to:
 - (i) assist its registration as soon as reasonably practicable after the Commencement Date; and
 - (ii) maintain its registration.
- (c) If the Native Title Registrar decides not to register this ILUA on the Register of Indigenous Land Use Agreements:
 - (i) the Parties will work in good faith to remedy any deficiencies that led to the Native Title Registrar's decision such that the ILUA may be accepted for registration; and
 - (ii) once any deficiencies have been remedied, the State will apply for registration under clause 6(a).

7. Consent to Future Acts on or after the Registration Date (NTA s 24EB)

7.1 Coming into effect of Clause 7

This clause 7 commences on the Effective Date.

Note Pursuant to clause 2(b) of the Land Use Activity Agreement, that agreement comes into effect after the following pre-conditions have been fulfilled (the Effective Date): (i) notice of the registration of the Land Use Activity Agreement is published in the Government Gazette; (ii) this ILUA is registered on the Register of Indigenous Land Use Agreements; and (iii) the Minister has issued directions in accordance with s 34 of the *Traditional Owner Settlement Act 2010* (Vic).

7.2 General consent (NTA s 24EB(1))

Subject to clause 7.4, the Parties consent to the doing of all Future Acts that:

- (a) are attributable to the State;
- (b) are done in relation to any land and waters in the ILUA Area; and
- (c) are done on or after the Registration Date.

7.3 Surrender of Native Title (NTA s 24EB(1))

(a) The Dja Dja Wurrung Native Title Group and the Corporation on behalf of the Dja Dja Wurrung surrender, and consent to the surrender to the State of any and all Native Title rights and interests over areas that are subject to a Future Act that:

- (i) is a Future Act to which clause 7.2 applies; and
- (ii) is any of the following acts:
 - (A) the grant of an estate in fee simple (except in relation to a grant of an estate in fee simple to the Corporation);
 - (B) an act that does not fall within clause 7.3(a)(ii)(A) and results in any land in the ILUA Area ceasing to be Public Land.

Note: The acts referred to in clause 7.3(a)(ii) include particular acts or classes of act that are done under clause 3 of the Recognition and Settlement Agreement in relation to defined areas, or are categorised under the Land Use Activity Agreement and done pursuant to legislation in relation to areas that are defined before the act is done.

- (b) The Parties intend that the surrender of Native Title under clause 7.3(a) is intended to extinguish the Native Title rights and interests.
- (c) Any surrender of Native Title under clause 7.3(a) takes effect immediately upon the doing of the relevant Future Act.

7.4 Consent does not apply to particular transitional projects

- (a) The consent in clause 7.2 does not apply to any act in relation to the projects specified in item 6.4 of Schedule 3 of the Land Use Activity Agreement.
- (b) Clause 7.4(a) ceases to have effect on 27 March 2015.

Note: Item 6.4 of Schedule 3 of the Land Use Activity Agreement excludes specific projects from the operation of that agreement. The specified projects are the subject of a negotiation or process under the NTA regarding the carrying out of the project at the time the Part 2 of the Land Use Activity Agreement comes into effect. The exclusion only has effect for a certain period.

7.5 NTA ‘Right to negotiate’ does not apply (NTA s 24EB(1)(c))

Subdivision P of Division 3 of Part 2 of the NTA (which deals with the right to negotiate) does not apply to Future Acts that fall within clause 7.2 or clause 7.3.

7.6 Validity (NTA s 24EB(2))

Any Future Act that is included in the class of Future Acts described in either clause 7.2 or clause 7.3 satisfies the requirements of s 24EB(1) of the NTA, with the result that the act is valid to the extent that it affects Native Title in relation to the ILUA Area.

7.7 Application of the Non-Extinguishment Principle (NTA s 24EB(3))

Subject to clause 7.2, any Future Act that is included in the class of Future Acts described in clause 7.2 satisfies the requirements of s 24EB(1) of the NTA with the result that the Non-Extinguishment Principle applies to the act under s 24EB(3) of the NTA.

8. Compensation

8.1 No Compensation payable for Past Acts, Intermediate Period Acts and Future Acts (NTA s 24CB(ea), s 24EB(5), s 24EBA(5))

- (a) The State is not liable to pay any Compensation to the Dja Dja Wurrung in relation to any Intermediate Period Acts which:
- (i) are attributable to the State;
 - (ii) were done in relation to any land and waters in the ILUA Area; and
 - (iii) were valid, or validated by operation of law.
- (b) The State is not liable to pay Compensation to the Dja Dja Wurrung in relation to any Past Acts or Future Acts, whether occurring before, on or after the Registration Date and which:
- (i) are attributable to the State;
 - (ii) were done, or will be done, in relation to any land and waters in the ILUA Area; and
 - (iii) were valid, or validated by operation of law, or will be valid, or validated by operation of law.

8.2 No RDA compensation payable for valid acts (NTA s 45)

- (a) The State is not liable to pay any Compensation to the Dja Dja Wurrung in relation to any acts that:
- (i) are attributable to the State;
 - (ii) were done in relation to any land and waters in the ILUA Area;

- (iii) validly affected or affect Native Title to any extent; and
 - (iv) in respect of which the RDA has the effect that Compensation is payable to the Native Title holders.
- (b) For the avoidance of doubt, the release of the State from liability to pay Compensation under clause 8.2(a) does not include any compensation that may be payable in relation to the act and to which s 45 of the NTA does not apply.

8.3 Releases do not apply to acts done after termination

Clauses 8.1 and 8.2 do not apply to any acts attributable to the State done after the date that this ILUA is terminated or otherwise ceases to have effect.

9. Validation of previous Future Acts (NTA s 24EBA(1) and LTVA s 13P)

The Parties agree to the validating of all Future Acts (other than an Intermediate Period Act) of all classes which:

- (a) have already been done in relation to any land and waters in the ILUA Area on or prior to the date of registration of this ILUA;
- (b) are attributable to the State;
- (c) were invalid to any extent because of the provisions of the NTA.

10. Operation of the Future Act Regime (NTA s 24AB(1), s 26(2)(a))

The Parties acknowledge that the Future Act Regime will not apply over the ILUA Area once this ILUA has been registered on the Register of Indigenous Land Use Agreements, clause 7 of this ILUA has commenced, and Federal Court proceedings Dja Dja Wurrung VID6006/98 (VC/99/9); Dja Dja Wurrung #15 VID6001/99 (VC99/6); Dja Wurrung #14 VID 6003/99 (VC99/2); and Dja Dja Wurrung Peoples VID6001/00 (VC00/1) have been discontinued:

- (a) by operation of s 24AB(1) and s 26(2)(a) of the NTA; and
- (b) by reason that in the absence of a registered Native Title claim, the condition in s 44A(2)(a) of the NTA will not be satisfied.

11. The manner of exercise of any Native Title rights (NTA s 24CB(d))

The Dja Dja Wurrung Native Title Group and the Corporation agree that any Native Title rights regarding the taking or using of the resources of the land and waters in the ILUA Area are to be exercised consistently with any authorisations, licences or other instruments issued or exemptions that apply to give effect to the Access and Use Provisions and the facilitation of the exercise of traditional owner rights under clause 6.4 and 6.9 of the Recognition and Settlement Agreement.

PART 3 – CONSIDERATION AND OTHER CONDITIONS

12. Purpose of this Part

This Part sets out the consideration for and conditions on which the Parties enter into the agreements that comprise the Settlement Package.

13. Consideration

- (a) In consideration for the Dja Dja Wurrung Native Title Group and the Corporation entering into the Settlement Package, the State has agreed to deliver the Settlement Package.
- (b) In consideration for the State entering into the Settlement Package, the Dja Dja Wurrung Native Title Group and the Corporation have agreed to the terms of the Settlement Package.

14. Withdrawal of Native Title determination application

The Dja Dja Wurrung Native Title Group and the Corporation agree to discontinue Federal Court proceedings Dja Dja Wurrung VID6006/98 (VC/99/9); Dja Dja Wurrung #15 VID6001/99 (VC99/6); Dja Wurrung #14 VID 6003/99 (VC99/2); and Dja Dja Wurrung Peoples VID6001/00 (VC00/1) as soon as practicable after the Registration Date.

15. No future Native Title and related applications

- (a) The Dja Dja Wurrung Native Title Group and the Corporation agree that neither they, nor any of the present or future members of the Dja Dja Wurrung will, on behalf of the Corporation or those members themselves, or any other person or persons authorise the making of, or make, any further Native Title determination application or any application for Compensation payable by the State by or on behalf only of the Dja Dja Wurrung or of any member or members of the Dja Dja Wurrung.
- (b) The Dja Dja Wurrung Native Title Group and the Corporation accept, and state that they agree and consent that the benefits to be delivered to the Corporation for and on behalf of the Dja Dja Wurrung by the State in accordance with the Settlement Package, being in full and final satisfaction of the entitlement of the Corporation and any Native Title holders to apply under s 50(2) of the NTA for a determination of Compensation payable by the State for any act that is attributable to the State and which is valid or is validated by operation of law (including by the agreement or consent of the Native Title holders in this ILUA or in any other ILUA).

16. Benefits for the whole Native Title Claim Group

The Dja Dja Wurrung Native Title Group and the Corporation agree that the benefits to be delivered to the Corporation in accordance with the Settlement Package must be used, directly or indirectly, on behalf of all members of the Native Title Claim Group.

PART 4 – MISCELLANEOUS

17. Dispute Resolution

17.1 Parties must follow dispute resolution procedure

- (a) If a Dispute arises between the Parties, the Parties agree to attempt to resolve the Dispute pursuant to this clause before commencing any proceedings in relation to the Dispute in any court or tribunal.
- (b) This clause does not prevent a Party from seeking interlocutory injunctive relief.
- (c) The provisions of this clause 17 do not apply to any review of the Settlement Package pursuant to clause 11 of the Recognition and Settlement Agreement.

17.2 Notice of Dispute

- (a) If a Dispute between the Parties arises the Party who alleges the existence of the Dispute must by notice in writing to the other Parties, refer the Dispute to a dispute resolution panel constituted pursuant to clause 17.2(b). The notice must adequately identify, and provide details of, the Dispute.
- (b) The dispute resolution panel must consist of:
 - (i) Two persons nominated by the State; and
 - (ii) Two persons nominated by the Corporation.

17.3 Meeting of the Panel

If the Dispute is referred to the dispute resolution panel, the panel must meet with a view to resolving the Dispute within 10 Business Days of service of the Notice of Dispute, or such other time as the Parties agree.

17.4 Mediation

- (a) If the dispute resolution panel does not resolve the dispute within 10 Business Days of its first meeting pursuant to clause 17.3 or within such other time as the Parties agree, a Party to the Dispute may refer the matter to mediation by giving notice in writing to the other Parties.
- (b) If the matter is referred to mediation, the Parties to the Dispute will jointly appoint an appropriately qualified mediator from the Federal Court of Australia's 'List of Native Title Mediators'.
- (c) If the Parties to the Dispute do not agree on a mediator pursuant to clause 17.4(b), the Parties agree to jointly request the Chairperson of the Victorian Bar Council to appoint an appropriately qualified mediator from the Federal Court of Australia's List Native Title Mediators.
- (d) The Parties to the Dispute must cooperate fully with the mediator and use their best endeavours to resolve the dispute within a reasonable time.

- (e) Where the Dispute relates to an issue which by its nature is likely to arise with respect to other Traditional Owner Groups in the State of Victoria, the State must pay the mediator's reasonable fees and expenses. Otherwise, the Parties to the Dispute must pay an equal share of the mediator's fees and expenses.

17.5 ILUA continues

The Parties will continue to perform and observe their respective obligations under this ILUA pending resolution of a Dispute under this clause 17.

18. Variation

- (a) This ILUA may only be varied by the Parties by agreement in writing.
- (b) Without derogating from clause 18(a), the Parties may vary any deadlines in this ILUA by an exchange of letters.
- (c) The Parties agree that if this ILUA requires re-registration due to a variation, they will seek to have this ILUA re-registered pursuant to the process in clause 6.

19. Deregistration does not affect consent

Neither the removal of the details of this ILUA from the Register of Indigenous Land Use Agreements nor its becoming inoperative affects the consents under clauses 7.2 and 7.3 for any Future Act done before the deregistration of this ILUA or it becoming inoperative.

20. Notice of breach

- (a) If, in the reasonable opinion of a Party (in this clause 20, '**first party**'), another Party has breached a condition of this ILUA (in this clause 20, '**other party**'), the first party may serve a notice on that other party (in this clause 20, '**notice**').
- (b) A notice must specify the nature of the breach and nominate a reasonable period within which the other party must rectify the breach.
- (c) If the breach is not remedied in accordance with the notice, the first party may refer the matter for resolution in accordance with clause 17.
- (d) If the breach is not remedied by way of dispute resolution in accordance with clause 17, the first party may serve a notice of intention to terminate to the other party.

21. Settlement Package to benefit and bind successors

- (a) The Corporation will do all things that the State reasonably requires it to do to ensure that any corporation that succeeds the Corporation and is appointed by the Dja Dja Wurrung as the Traditional Owner Group Entity becomes bound by and has the benefit of this ILUA.
- (b) In circumstances where clause 21(a) cannot be given effect to, the Dja Dja Wurrung will do all things reasonably required by the State to ensure that any corporation that succeeds the Corporation and is appointed by the Dja

Dja Wurrung as the Traditional Owner Group Entity becomes bound by and has the benefit of the terms of this ILUA.

- (c) In circumstances where a clause in another agreement in the Settlement Package that is equivalent to clause 21(a) cannot be given effect to, the Dja Dja Wurrung will do all things reasonably required by the State to ensure that any corporation that succeeds the Corporation and is appointed by the Dja Dja Wurrung as the Traditional Owner Group Entity becomes bound by and has the benefit of the terms of that agreement.

22. State's Obligations Conditional

The performance of the State's obligations under this ILUA is conditional on the Corporation being the Traditional Owner Group Entity at the relevant time for the purpose of any particular obligation.

23. General

23.1 Communications

- (a) The Parties will send any correspondence or notices in connection with this ILUA to the relevant Party's representative specified in Schedule 2.
- (b) A Party may change its contact details from time to time by notice in writing to the other Parties.
- (c) Service of any document on the Corporation also satisfies any requirement under this ILUA to serve the document on the Dja Dja Wurrung Native Title Group.
- (d) Any correspondence or notices in connection with this ILUA shall be taken to be delivered or served as follows:
- (i) in the case of delivery in person or by courier, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting;
 - (iii) in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing: the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
 - (iv) in the case of electronic mail, if the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

23.2 Entire Understanding

This Settlement Package contains the entire understanding between the Parties as to its subject matter. There are no other representations, warranties, explanations, arrangements or understandings, (whether written or oral, express or implied, or before or after the signing of this ILUA) between the Parties which qualify or supplement the written terms of this ILUA.

23.3 Counterparts

This ILUA may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

23.4 Governing Law

- (a) This ILUA is governed by Law.
- (b) The Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts that may hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

24. Compliance with Laws

Each Party must, in performing its obligations under this ILUA, comply with the Law.

25. Time to act

If the time for a Party to do something is not specified in this ILUA, the Party will do what is required within a reasonable time.

26. Severability

Any part, clause, sub-clause, paragraph or sub-paragraph of this ILUA which is invalid or unenforceable shall be read down, if possible, to be valid and enforceable. Where that part, clause, sub-clause, paragraph or sub-paragraph cannot be read down it shall be severed without affecting the remaining parts of this ILUA.

27. Surviving duties and obligations

Clauses 8, 9, and 19 survive the termination of this ILUA.

28. Definitions and Interpretation

28.1 Definitions

In this ILUA, unless the context otherwise requires or a contrary intention appears:

Access and Use Provisions has the same meaning as in clause 6.4 of the Recognition and Settlement Agreement;

act in relation to the NTA has the same meaning as in s 226 of the NTA;

attributable in relation to Future Acts, Intermediate Period Acts, Past Acts and acts covered by clause 8.2 has the same meaning as in s 239 of the NTA;

Business Day means any of the days from Monday to Friday inclusive, excluding days that are public holidays in Victoria;

Commencement Date means the day on which this ILUA commences pursuant to clause 3(a);

Compensation means compensation payable under Part 2 Divisions 2, 2A, 2B, 3 or 4 of the NTA pursuant to an application under s 61 of the NTA;

Corporation means the Dja Dja Wurrung Clans Aboriginal Corporation (Indigenous Corporation Number 4421), or successor entity;

Dispute means a dispute relating to the interpretation or operation of this ILUA;

Dja Dja Wurrung means the Traditional Owner Group that consists of Aboriginal persons (Dja Dja Wurrung traditional owners) who:

- (a) are descended by birth or cultural adoption through either parent from Aboriginal ancestors identified as being associated with Dja Dja Wurrung country during the mid-nineteenth century by birth, place of burial and/or other connection, such as living on Dja Dja Wurrung country; and
- (b) have activated inherited rights as traditional owners through:
 - (i) self-identifying as a Dja Dja Wurrung person by asserting to be a Dja Dja Wurrung person; and
 - (ii) having an active association with Dja Dja Wurrung country, at minimum demonstrated by showing interest in Dja Dja Wurrung business and country; and
- (c) being recognised and accepted by other Dja Dja Wurrung traditional owners:
 - (i) as a member of the Dja Dja Wurrung; or
 - (ii) through demonstrating how a person satisfies paragraphs (a) and (b).

The identified ancestors are set out in Schedule 3.

Dja Dja Wurrung Native Title Group means all of the following:

- (a) Brando Morgan, Gary Murray, Robert Nicholls, Graham Atkinson, Carmel Barry and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6006/1998);
- (b) Brando Morgan, Gary Murray, Robert Nicholls, Graham Atkinson, Carmel Barry and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6001/1999);
- (c) Gary Murray, George Nelson, Graham Atkinson and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6003/1999);
- (d) Gary Murray, Robert Nicholls, Rodney Carter, Graham Atkinson, Carmel Barry, Connie Harrison-Edwards and Name Withheld for Cultural Reasons on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6001/2000);

Effective Date has the same meaning given to that term in the Land Use Activity Agreement;

Future Act has the same meaning as in s 233 of the NTA;

Future Act Regime means Subdivisions F to Q inclusive of Part 2 Division 3 of the NTA;

ILUA means this indigenous land use agreement under Division 2 of Part 3 of the NTA, including any schedules, annexures, or appendices to this agreement;

ILUA Area means the area shown and described in the map and the written description in Schedule 1. Where there is any inconsistency between the map and the written description, the written description shall prevail;

Intermediate Period Act has the same meaning as in s 232A of the NTA;

Land Agreement means a Land Agreement under Division 2 of Part 3 of the *Traditional Owner Settlement Act 2010* (Vic);

Land Use Activity Agreement means the land use activity agreement that forms part of the Recognition and Settlement Agreement;

Law means:

- (a) common law and equity; and
- (b) Commonwealth, Victorian or local government legislation, regulations, by-laws and other subordinate regulations, rules of law or equity established by decisions of courts within the Commonwealth of Australia;

LTVA means the *Land Titles Validation Act 1994* (Vic);

Native Title and **Native Title Rights and Interests** have the same meaning as in s 223 of the NTA;

Non-Extinguishment Principle means the Non-Extinguishment Principle provided for in s 238 of the NTA;

NTA means the *Native Title Act 1993* (Cth);

Native Title Claim Group has the meaning given to that term in s 253 of the NTA and, for the purposes of this ILUA, is the Native Title claim group in relation to the Native Title determination application in Federal Court proceedings *Dja Dja Wurrung VID6006/98* (VC/99/9); *Dja Dja Wurrung #15 VID6001/99* (VC99/6); *Dja Wurrung #14 VID 6003/99* (VC99/2); and *Dja Dja Wurrung Peoples VID6001/00* (VC00/1). The Dja Dja Wurrung are the Native Title Claim Group in relation to each of the applications.

Native Title Registrar has the same meaning as in s 253 of the NTA;

Parties means the Parties to this ILUA, set out in clause 1;

Past Act has the same meaning as in s 228 of the NTA;

Public Land has the same meaning as in s 3 of the *Traditional Owner Settlement Act 2010* (Vic);

RDA means the *Racial Discrimination Act 1975* (Cth);

Recognition and Settlement Agreement means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 28 March 2013;

Register of Indigenous Land Use Agreements has the same meaning as in s 253 of the NTA;

Registration Date means the date of registration of this ILUA on the Register of Indigenous Land Use Agreements;

Settlement Package means the agreements entered into by the Parties in settlement of the Native Title determination applications in Federal Court proceeding numbers Dja Dja Wurrung VID6006/98 (VC/99/9); Dja Dja Wurrung #15 VID6001/99 (VC99/6); Dja Dja Wurrung #14 VID 6003/99 (VC99/2); and Dja Dja Wurrung Peoples VID6001/00 (VC00/1) being this ILUA, the Traditional Owner Land Management Agreement and the Recognition and Settlement Agreement;

Traditional Owner Group has the same meaning as in s 3 of the *Traditional Owner Settlement Act 2010* (Vic);

Traditional Owner Land Management Agreement means the traditional owner land management agreement entered into by the Corporation and the State under s 82P of the *Conservation, Forests and Lands Act 1987* (Vic) at Attachment 1 of the Recognition and Settlement Agreement.

28.2 Interpretation

In this ILUA, unless the context otherwise requires:

- (a) a reference to any person includes a reference to that person's personal representatives, successors and transferees (whether by assignment, novation or otherwise pursuant to law);
- (b) a reference to any group includes a reference to the members of that group from time to time;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or instruments of a legislative character issued under, that legislation or legislative provision;
- (d) the singular includes the plural and vice versa;
- (e) a reference to an individual or person includes a company, corporation, partnership, firm, joint venture, association (whether incorporated or not), body, authority, trust, state or government and vice versa;
- (f) a reference to a part, clause, sub-clause, schedule, or attachment is to a part, clause, sub-clause, schedule or attachment of or to this ILUA;
- (g) the 'Background' paragraphs form part of this ILUA;
- (h) a reference to any agreement, arrangement, understanding, document, deed or protocol is to that agreement, arrangement, understanding,

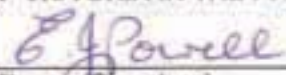
document, deed or protocol (and, where applicable, any provisions) as amended, novated, supplemented or replaced from time to time;

- (i) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (j) headings are included for convenience and do not affect the interpretation of this ILUA; and
- (k) an agreement, representation or warranty on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally.

Executed as a Deed

SIGNED, SEALED AND DELIVERED BY
THE ATTORNEY-GENERAL, THE
HONOURABLE ROBERT CLARK MP,
FOR AND ON BEHALF OF THE STATE
OF VICTORIA IN THE PRESENCE OF:





Witness (Signature)

Elizabeth Jeanette Powell
Name of Witness (Printed)


Date 28 March 2013

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF DJA DJA
WURRUNG CLANS ABORIGINAL
CORPORATION (ICN 4421) IN
ACCORDANCE WITH SECTION 99-5 OF
THE CORPORATIONS (ABORIGINAL
AND TORRES STRAIT ISLANDER) ACT
2006 (CTH)



Signature of Director

Graham Atkinson
Full Name of Director (Printed)



Signature of Director

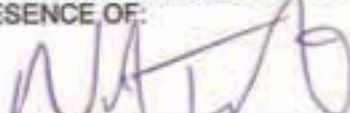
RONALD THOMAS KERR
Full Name of Director (Printed)

Date 28 March 2013

Date 28 March 2013

SIGNED, SEALED AND DELIVERED BY
GRAHAM JOHN ATKINSON FOR AND
ON BEHALF OF THE NATIVE TITLE
GROUP (VID6001/99, VID6001/2000,
VID6003/99, VID6006/98) IN THE
PRESENCE OF:





Witness (Signature)

NICHOLAS JAMES TESTRO
Name of Witness (Printed)

Date 28 March 2013

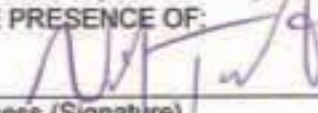
**SIGNED, SEALED AND DELIVERED BY
CARMEL PRISCILLA BARRY FOR AND
ON BEHALF OF THE NATIVE TITLE
GROUP (VID6001/99, VID6001/2000,
VID6006/98) IN THE PRESENCE OF:**

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
FAY PRISCILLA CARTER FOR AND ON
BEHALF OF THE NATIVE TITLE GROUP
(VID6001/99, VID6003/99, VID6006/98) IN
THE PRESENCE OF:**

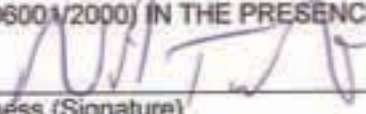


Witness (Signature)

NICHOLAS JAMES TESTRO
Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
RODNEY JOHN CARTER FOR AND ON
BEHALF OF THE NATIVE TITLE GROUP
(VID6001/2000) IN THE PRESENCE OF:**



Witness (Signature)

NICHOLAS JAMES TESTRO
Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
CONNIE HARRISON-EDWARDS FOR
AND ON BEHALF OF THE NATIVE TITLE
GROUP (VID6001/2000) IN THE
PRESENCE OF:**

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
BRANDO MORGAN FOR AND ON
BEHALF OF THE NATIVE TITLE GROUP
(VID6001/99, VID6006/98) IN THE
PRESENCE OF:**

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
GARRY JOHN MURRAY FOR AND ON
BEHALF OF THE NATIVE TITLE GROUP
(VID6001/99, VID6003/99, VID6001/2000,
VID6006/98) IN THE PRESENCE OF:**

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

**SIGNED, SEALED AND DELIVERED BY
GEORGE NELSON** FOR AND ON
BEHALF OF THE **NATIVE TITLE GROUP**
(VID6003/99) IN THE PRESENCE OF: _____

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

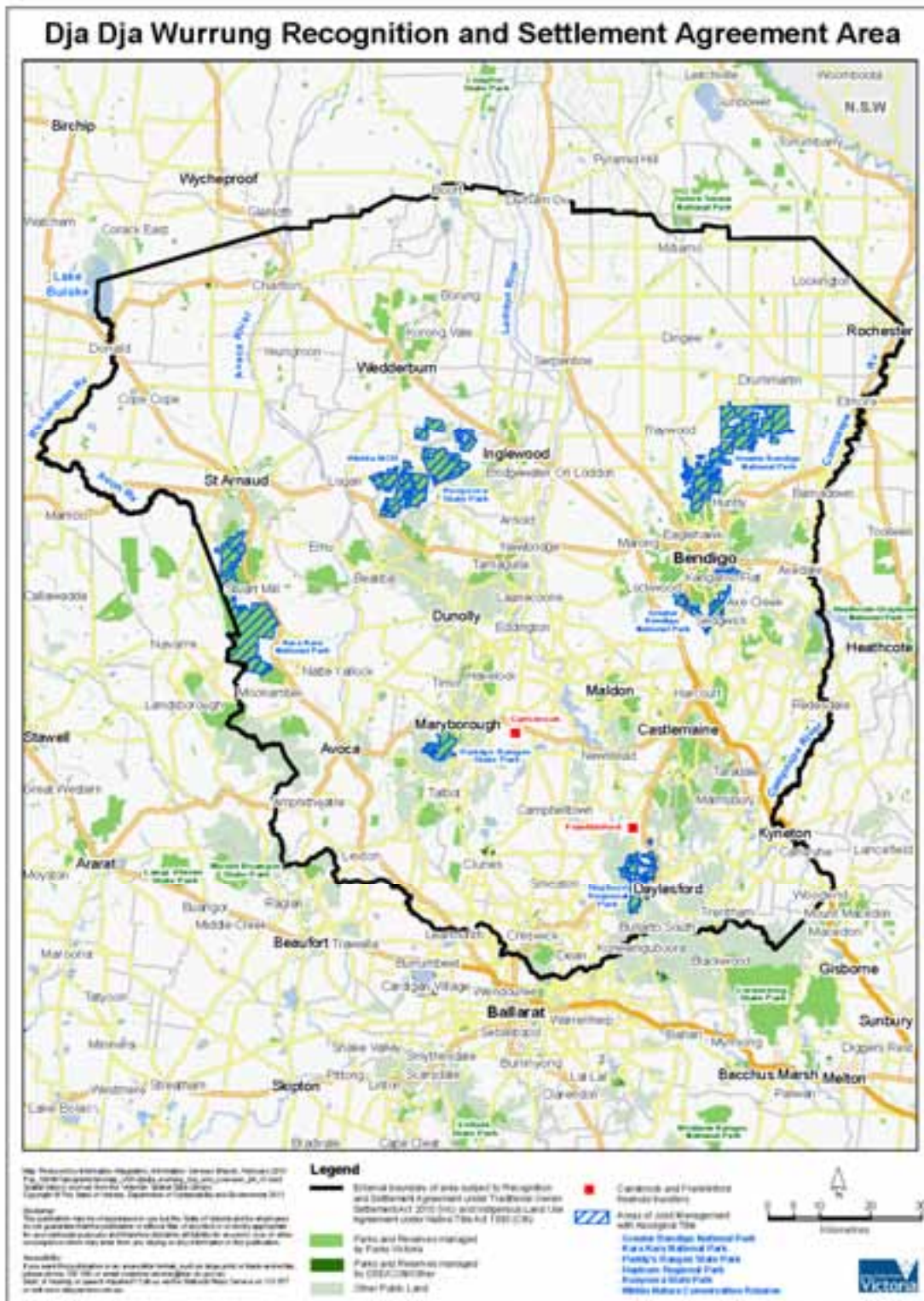
**SIGNED, SEALED AND DELIVERED BY
ROBERT HERBERT NICHOLLS** FOR
AND ON BEHALF OF THE **NATIVE TITLE
GROUP** (VID6001/99, VID6001/2000,
VID6006/98) IN THE PRESENCE OF: _____

Witness (Signature)

Name of Witness (Printed)

Date 28 March 2013

Schedule 1 - ILUA Area



External boundary description

(Prepared by Geospatial Services, National Native Title Tribunal, 25 March 2013.)

The agreement area covers all the land and waters within the external boundary described as:

Commencing at a point within Lake Buloke at Longitude 142.958419° East, Latitude 36.259125° South and extending generally north easterly to a point on the centreline of Avoca River at Latitude 36.169881° South; then generally south easterly along that river to Latitude 36.170953° South; then easterly to the junction of the Jeruk River Road and Hobbs Road; then easterly along the centreline of Hobbs Road to the Boort – Charlton Road; then northerly and generally easterly along the centreline of that road to Whittaker Lane; then generally northerly along the centreline of that lane to the Boort – Wycheproof Road; then north westerly along the centreline of that road for about 140 metres to again Whittaker Lane; then generally northerly along the centreline of that lane to Latitude 36.102250° South; then generally easterly through a point at Longitude 143.716667° East, Latitude 36.100000° South to the centreline of the Boort – Kerang Road at Latitude 36.099845° South; then generally southerly along the centreline of that road to the Boort – Yando Road; then generally north easterly and generally easterly along the centreline of that road to the southern boundary of Allotment 1 on TP342620; then generally easterly along the southern boundaries of that allotment and Allotment 2 on TP668356, Allotment 2 on TP127482, Allotment 29, Section D in the Parish of Boort, Allotment 1 on TP219370, Allotment 1 on TP946523, again Allotment 1 on TP219370, Allotment 1 on TP863172 to its south east corner; then onwards to the centreline of the Loddon River Road; then generally south easterly along the centreline of that road to the Boort – Pyramid Road; then generally easterly along centreline of that road to the Loddon Valley Highway at Durham Ox; then across that highway to the Mologa – Durham Ox Road; then generally south easterly along the centreline of that road, the Bendigo – Pyramid Road, again the Mologa - Durham Ox Road, Mitiamo – Kerang Road, Boyds Pit Road, Mitiamo – Forest Road, Leechs Road, Mitiamo – Kow Swamp Road, Allens Lane, Wason Road, Clayton Road, Trimby Road and Echuca – Mitiamo Road to Longitude 144.515615° East (being in the vicinity of Palmer Road); then generally south easterly through Longitude 144.624766° East, Latitude 36.291375° South and Longitude 144.702843° East, Latitude 36.349049° South to the centreline of the Campaspe River at Latitude 36.351124° South (at Rochester); then generally south westerly along the centreline of that river to the Knowsley – Eppalock Road; then continuing generally southerly through Lake Eppalock along the centreline of the former river course to again meet the Campaspe River; then continuing generally southerly along the centreline of that river to where it crosses the Calder Freeway south of Carlsruhe; then generally south easterly along the centreline of Calder Freeway to Latitude 37.332399° South; then southerly to Longitude 144.553998° East, Latitude 37.350911° South; then south westerly to a point on the centreline of Burnt Mill Road at Longitude 144.423598° East; then generally north westerly along the centreline of that track for about 240 metres to an unnamed track; then generally north westerly along a series of unnamed tracks, generally following the ridge of the Great Dividing Range (as it is defined in the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area boundary) for about 3.6 kilometres to Firth Road at Latitude 37.436348° South; then generally northerly along the centreline of that road for about 1 kilometre to Mill Road; then generally westerly along the centreline of that road for about 460 metres to XL Track; then generally northerly along the centreline of that track to its end at an unnamed track at Latitude 37.418918° South; then generally westerly along the centreline of that unnamed track for about 660 metres to its end; then generally westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area until the eastern extent of an unnamed track at approximately Longitude 144.343787° East, Latitude 37.415804° South; then generally north westerly along the centreline of that track to Countess Track; then generally northerly along the centreline of that track to Jim Dunn Track; then generally north westerly along the

Schedule 1 - ILUA Area

centreline of that track and Countess Road to Blackwood Road; then generally southerly along the centreline of that road and Old Blackwood Road to Tower Track; then generally south westerly along the centreline of that track to Latitude 37.426057° South; then westerly to the junction of Morris Lane and Beaches Lane; then generally north westerly along the centreline of Beaches Road to again Blackwood Road; then generally northerly along the centreline of that road to Kearneys Road; then generally westerly along the centreline of that road for about 2.2 kilometres to an unnamed track (located between Pines Track and Frenchman Track) at Longitude 144.264002° East; then generally south westerly along the centreline of that track to Frenchman Track; then generally southerly along the centreline of that track for about 300 metres to an unnamed track at Latitude 37.426006° South; then generally north westerly along the centreline of that track to Roach Road; then generally south westerly along the centreline of that road to Thomas Track; then generally north westerly along the centreline of that track to Pearces Road; then generally westerly, southerly and generally westerly along the centreline of that road , South Bullarto Road and Leonards Hill-South Bullarto Road to Longitude 144.169016° East; then generally westerly through the following coordinate points:

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 144.168847 | 37.419321 |
| 144.168603 | 37.419342 |
| 144.168378 | 37.419331 |
| 144.168127 | 37.419268 |
| 144.167881 | 37.419106 |
| 144.167711 | 37.418906 |
| 144.167394 | 37.418716 |
| 144.167171 | 37.418504 |
| 144.167008 | 37.418356 |
| 144.166517 | 37.418110 |
| 144.165877 | 37.417853 |
| 144.165467 | 37.417758 |
| 144.164912 | 37.417696 |
| 144.164203 | 37.417619 |
| 144.163802 | 37.417648 |
| 144.163429 | 37.417713 |
| 144.162825 | 37.417923 |
| 144.162257 | 37.418129 |
| 144.161773 | 37.418264 |
| 144.161104 | 37.418377 |
| 144.160360 | 37.418426 |

Then westerly to Leonards Hill-South Bullarto Road at Longitude 144.160221° East; then continuing generally westerly along the centreline of that road to Longitude 144.142023° East; then generally south westerly through the following coordinate points:

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 144.142013 | 37.421048 |
| 144.141762 | 37.421533 |
| 144.141739 | 37.422098 |
| 144.141630 | 37.422525 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 144.141487 | 37.422838 |
| 144.140968 | 37.423283 |
| 144.140571 | 37.423787 |
| 144.140417 | 37.424260 |
| 144.140046 | 37.424858 |
| 144.139660 | 37.425456 |
| 144.139436 | 37.425991 |
| 144.139163 | 37.426394 |
| 144.138774 | 37.426778 |
| 144.138192 | 37.427115 |
| 144.137762 | 37.427402 |
| 144.137004 | 37.427870 |
| 144.136593 | 37.428152 |
| 144.136043 | 37.428363 |
| 144.135403 | 37.428601 |
| 144.134750 | 37.428720 |
| 144.134162 | 37.428787 |
| 144.133842 | 37.428647 |
| 144.133458 | 37.428413 |
| 144.132916 | 37.428098 |
| 144.132527 | 37.427843 |
| 144.132021 | 37.427546 |
| 144.131613 | 37.427366 |
| 144.131092 | 37.427222 |
| 144.130560 | 37.427026 |
| 144.130030 | 37.426725 |
| 144.129341 | 37.426261 |
| 144.128768 | 37.425885 |
| 144.128225 | 37.425615 |
| 144.127585 | 37.425370 |
| 144.127084 | 37.425181 |
| 144.126294 | 37.424809 |
| 144.126043 | 37.424609 |
| 144.125771 | 37.424376 |
| 144.125370 | 37.424034 |
| 144.125072 | 37.423796 |
| 144.124789 | 37.423626 |
| 144.124377 | 37.423412 |
| 144.123701 | 37.423203 |
| 144.123384 | 37.423251 |
| 144.122767 | 37.423296 |
| 144.122332 | 37.423452 |
| 144.121781 | 37.423575 |
| 144.121347 | 37.423776 |
| 144.120938 | 37.424112 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 144.120518 | 37.424580 |
| 144.120162 | 37.425158 |
| 144.119866 | 37.425623 |
| 144.119545 | 37.426026 |
| 144.119110 | 37.426323 |
| 144.118484 | 37.426683 |
| 144.117602 | 37.427032 |
| 144.116786 | 37.427253 |
| 144.116126 | 37.427387 |
| 144.115758 | 37.427495 |
| 144.115441 | 37.427591 |
| 144.115105 | 37.427743 |
| 144.114768 | 37.427999 |
| 144.114482 | 37.428393 |
| 144.114357 | 37.428742 |
| 144.114364 | 37.429123 |
| 144.114421 | 37.429463 |
| 144.114538 | 37.429855 |
| 144.114621 | 37.430299 |
| 144.114685 | 37.430568 |
| 144.114917 | 37.430844 |
| 144.115216 | 37.431100 |
| 144.115535 | 37.431351 |
| 144.115870 | 37.431602 |
| 144.116131 | 37.431811 |
| 144.116468 | 37.432068 |
| 144.116797 | 37.432315 |
| 144.117022 | 37.432499 |
| 144.117040 | 37.432617 |
| 144.117020 | 37.432715 |
| 144.116924 | 37.432770 |
| 144.116821 | 37.432812 |
| 144.116658 | 37.432811 |
| 144.116478 | 37.432820 |
| 144.116218 | 37.432827 |
| 144.115794 | 37.432778 |
| 144.115454 | 37.432766 |
| 144.115129 | 37.432763 |
| 144.114762 | 37.432811 |
| 144.114544 | 37.432864 |
| 144.114290 | 37.432938 |
| 144.113974 | 37.432986 |
| 144.113501 | 37.433000 |
| 144.112663 | 37.432945 |
| 144.111914 | 37.432912 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 144.111073 | 37.432870 |
| 144.110341 | 37.432854 |
| 144.109624 | 37.432939 |
| 144.109080 | 37.433070 |
| 144.108704 | 37.433298 |
| 144.108450 | 37.433457 |
| 144.108295 | 37.433595 |
| 144.108057 | 37.433687 |
| 144.107767 | 37.433780 |
| 144.107378 | 37.433844 |
| 144.106972 | 37.433886 |
| 144.106660 | 37.433882 |
| 144.106461 | 37.433922 |
| 144.106262 | 37.433961 |
| 144.105981 | 37.434055 |
| 144.105568 | 37.434161 |
| 144.105370 | 37.434192 |
| 144.105107 | 37.434211 |
| 144.104804 | 37.434225 |
| 144.104451 | 37.434202 |
| 144.104281 | 37.434176 |
| 144.104065 | 37.434107 |
| 144.103883 | 37.434016 |
| 144.103716 | 37.433938 |
| 144.103545 | 37.433879 |
| 144.102912 | 37.433787 |
| 144.102521 | 37.433842 |
| 144.102389 | 37.433994 |
| 144.102214 | 37.434237 |
| 144.101973 | 37.434616 |
| 144.101801 | 37.435023 |
| 144.101783 | 37.435350 |
| 144.101912 | 37.435699 |
| 144.101857 | 37.436076 |
| 144.102258 | 37.436348 |
| 144.102452 | 37.436715 |
| 144.102538 | 37.437115 |
| 144.102426 | 37.437599 |
| 144.102318 | 37.437968 |
| 144.102236 | 37.438351 |
| 144.102136 | 37.438799 |
| 144.101915 | 37.439225 |
| 144.101776 | 37.439558 |
| 144.101637 | 37.440052 |
| 144.101810 | 37.440369 |

Indigenous Land Use Agreement
for the recognition of the Dja Dja Wurrung and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 144.102148 | 37.440646 |
| 144.102313 | 37.440860 |
| 144.102634 | 37.441215 |
| 144.102690 | 37.441619 |
| 144.102595 | 37.441879 |
| 144.102308 | 37.442195 |
| 144.101924 | 37.442442 |
| 144.101539 | 37.442649 |
| 144.101034 | 37.442789 |
| 144.100626 | 37.442822 |
| 144.100239 | 37.442717 |
| 144.099969 | 37.442656 |
| 144.099523 | 37.442616 |
| 144.099168 | 37.442590 |
| 144.098533 | 37.442575 |
| 144.098233 | 37.442648 |
| 144.097904 | 37.442720 |
| 144.097566 | 37.442861 |
| 144.097349 | 37.443046 |

Then south westerly to Leonards Hill – Barkstead Road at Latitude 37.443257° South; then generally south westerly along the centreline of that road to Rocklyn Road; then generally south westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to Codes Forrest Road at Longitude 143.906146° East, then generally north westerly along the centreline of that road and Kellys Lane to Latitude 37.464584° South; then generally north westerly through the following coordinate points:

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.857582 | 37.464454 |
| 143.857555 | 37.464423 |
| 143.857244 | 37.464222 |
| 143.856844 | 37.463836 |
| 143.856517 | 37.463535 |
| 143.856273 | 37.463269 |
| 143.855791 | 37.462924 |
| 143.855228 | 37.462542 |
| 143.854883 | 37.462367 |
| 143.854654 | 37.462275 |
| 143.854408 | 37.462187 |
| 143.853827 | 37.461988 |
| 143.853361 | 37.461853 |
| 143.852457 | 37.461615 |
| 143.851328 | 37.461415 |
| 143.850309 | 37.461336 |
| 143.849469 | 37.461376 |

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.849463 | 37.461375 |
| 143.849300 | 37.461396 |

Then westerly to Blackmore Road at Longitude 143.846167° East; then generally westerly along the centreline of Blackmore Road and Sulky Road to Gillies Road; then generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area to North South Track at Longitude 143.460795° East; then generally northerly along the centreline of that track and Ben Major Track to Latitude 37.310767° South; then generally north easterly and generally north westerly along the southern boundaries of the Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area (through the peak of Granite Hill) to again Ben Major Track at Latitude 37.295259° South; then generally north westerly and generally south westerly along the centreline of that track to Amphitheatre Road; then southerly along the centreline of that road to Flint Gully Road; then generally westerly along the centreline of that road to Longitude 143.374060° East; then generally north westerly and generally westerly along the top of the main ridge for about 2.5 kilometres as it is defined in the Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary to the intersection of Little Breakneck Road, Fortes Road and F1a Road; then generally south westerly and generally northerly along the centreline of F1a Road, Forte Road, Tower Road, Hills Road, again Tower Road to its intersection with Mount Lonarch Road and continuing generally northerly along an unnamed track (as defined in the Victorian 1:25,000 topographic vector data) to the northern boundary of Allotment 4A, Section C in the Parish of Amphitheatre; then westerly along the northern boundary of that allotment to the centreline of a road reserve located east of the eastern boundary of Allotment 27, Section Z in the Parish of Amphitheatre; then generally north westerly along the centreline of that road reserve and onwards to the southern boundary of the Parish of Glenlogie; then generally westerly and generally northerly along the boundaries of that parish to Keiths Road; then generally north easterly along the centreline of that road to the prolongation easterly of the northern boundary of Allotment 22, Section A in the Parish of Glenpatrick; then westerly to the north eastern corner of that allotment; then westerly and generally northerly along the western boundaries of the Parish of Glenlogie to a corner at Latitude 37.175279° South; then generally northerly and generally north easterly through the following coordinate points:

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.324681 | 37.174990 |
| 143.324673 | 37.174719 |
| 143.324704 | 37.174369 |
| 143.324511 | 37.174046 |
| 143.324497 | 37.173584 |
| 143.324598 | 37.173211 |
| 143.324502 | 37.172840 |
| 143.324435 | 37.172492 |
| 143.324381 | 37.172110 |
| 143.324243 | 37.171730 |
| 143.324116 | 37.171270 |
| 143.324093 | 37.171000 |
| 143.324229 | 37.170828 |
| 143.324343 | 37.170421 |
| 143.324528 | 37.170000 |
| 143.324840 | 37.169644 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 143.325077 | 37.169549 |
| 143.325183 | 37.169311 |
| 143.325127 | 37.168872 |
| 143.325123 | 37.168738 |
| 143.325466 | 37.168437 |
| 143.325795 | 37.168161 |
| 143.326212 | 37.167972 |
| 143.326681 | 37.167658 |
| 143.326880 | 37.167249 |
| 143.327282 | 37.167072 |
| 143.327721 | 37.166669 |
| 143.328178 | 37.166412 |
| 143.328283 | 37.166184 |
| 143.328297 | 37.165700 |
| 143.328174 | 37.165341 |
| 143.328230 | 37.164901 |
| 143.328235 | 37.164585 |
| 143.328057 | 37.164318 |
| 143.327835 | 37.163950 |
| 143.327800 | 37.163726 |
| 143.327845 | 37.163342 |
| 143.327892 | 37.163070 |
| 143.327611 | 37.162636 |
| 143.327392 | 37.162359 |
| 143.327428 | 37.162166 |
| 143.327644 | 37.161858 |
| 143.327927 | 37.161469 |
| 143.328341 | 37.161190 |
| 143.328790 | 37.161114 |
| 143.329283 | 37.161127 |
| 143.329730 | 37.161028 |
| 143.330049 | 37.160853 |
| 143.330249 | 37.160488 |
| 143.330011 | 37.160053 |
| 143.329848 | 37.159808 |
| 143.329834 | 37.159347 |
| 143.329880 | 37.159007 |
| 143.330096 | 37.158722 |
| 143.330709 | 37.158473 |
| 143.331121 | 37.158172 |
| 143.331420 | 37.157828 |
| 143.331678 | 37.157496 |
| 143.331734 | 37.157022 |
| 143.331854 | 37.156793 |
| 143.332189 | 37.156697 |

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.332542 | 37.156746 |
| 143.333047 | 37.156680 |
| 143.333711 | 37.156317 |
| 143.334114 | 37.156118 |
| 143.334543 | 37.155823 |
| 143.334915 | 37.155599 |
| 143.335067 | 37.155285 |
| 143.335152 | 37.154876 |
| 143.335551 | 37.154523 |
| 143.335837 | 37.154310 |
| 143.336383 | 37.154160 |
| 143.336802 | 37.154100 |
| 143.337151 | 37.153842 |
| 143.337428 | 37.153344 |

Then northerly to Point Patrick Track at Longitude 143.337624° East; then generally easterly and generally north easterly along the centreline of that track and Main Break to Latitude 37.135863° South; then generally north westerly passing through Longitude 143.348250° East, Latitude 37.105785° South to the centreline of Main Break at Longitude 143.338303° East; then generally westerly and generally north westerly along the centreline of that track and Blue Mountain Track to Barkly Track; then generally north easterly along the centreline of that track to Wild Dog Track; then continuing generally north easterly along that track for about 1.4 km to an unnamed track at a peak marked 540 in the as defined in the Victorian 1:25,000 topographic vector data; then generally northerly along that unnamed track to Salt Patch Track; then generally westerly along the centreline of that track to the eastern boundary of the Parish of Barkly; then northerly along that parish boundary to Latitude 37.004535° South; then generally northerly through the following coordinate points:

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.249710 | 37.004341 |
| 143.249310 | 37.004071 |
| 143.248830 | 37.003451 |
| 143.248537 | 37.002882 |
| 143.248479 | 37.002476 |
| 143.248448 | 37.001927 |
| 143.248347 | 37.001488 |
| 143.248095 | 37.001158 |
| 143.247626 | 37.000868 |
| 143.246828 | 37.000654 |
| 143.246291 | 37.000279 |
| 143.245955 | 36.999841 |
| 143.245735 | 36.999419 |
| 143.245374 | 36.998908 |
| 143.245153 | 36.998468 |
| 143.244923 | 36.997695 |
| 143.244833 | 36.996994 |
| 143.244801 | 36.996533 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 143.244788 | 36.996090 |
| 143.244525 | 36.995637 |
| 143.244142 | 36.995344 |
| 143.243955 | 36.995047 |
| 143.243908 | 36.994661 |
| 143.243751 | 36.993562 |
| 143.243716 | 36.992977 |
| 143.243667 | 36.992520 |
| 143.243752 | 36.991788 |
| 143.243866 | 36.991414 |
| 143.244000 | 36.991097 |
| 143.244254 | 36.990663 |
| 143.244619 | 36.990327 |
| 143.244915 | 36.990092 |
| 143.245040 | 36.989956 |
| 143.245092 | 36.989792 |
| 143.245202 | 36.989447 |
| 143.245364 | 36.989226 |
| 143.245523 | 36.988922 |
| 143.245598 | 36.988434 |
| 143.245589 | 36.988120 |
| 143.245486 | 36.987664 |
| 143.245368 | 36.987308 |
| 143.245214 | 36.986910 |
| 143.244952 | 36.986501 |
| 143.244779 | 36.986060 |
| 143.244587 | 36.985606 |
| 143.244466 | 36.985108 |
| 143.244490 | 36.984735 |
| 143.244655 | 36.984288 |
| 143.245035 | 36.983866 |
| 143.245538 | 36.983370 |
| 143.245722 | 36.982966 |
| 143.245728 | 36.982566 |
| 143.245533 | 36.981983 |
| 143.245280 | 36.981258 |
| 143.245125 | 36.980832 |
| 143.245228 | 36.980114 |
| 143.245251 | 36.979670 |
| 143.245306 | 36.979111 |
| 143.245472 | 36.978693 |
| 143.245567 | 36.978291 |
| 143.245447 | 36.977864 |
| 143.245209 | 36.977625 |
| 143.244593 | 36.977322 |

Indigenous Land Use Agreement
for the recognition of the *Dja Dja Wurrung* and settlement of native title claims

Schedule 1 - ILUA Area

| Longitude (East) | Latitude (South) |
|-------------------------|-------------------------|
| 143.244163 | 36.977230 |
| 143.243870 | 36.976978 |
| 143.243558 | 36.976669 |
| 143.243156 | 36.976362 |
| 143.242591 | 36.975943 |
| 143.242154 | 36.975623 |
| 143.241754 | 36.975373 |
| 143.241226 | 36.974996 |
| 143.240971 | 36.974815 |
| 143.240859 | 36.974631 |
| 143.240798 | 36.974389 |
| 143.240840 | 36.974002 |
| 143.240865 | 36.973644 |
| 143.240625 | 36.973334 |
| 143.240584 | 36.973163 |
| 143.240629 | 36.972861 |
| 143.240760 | 36.972487 |
| 143.240977 | 36.971982 |
| 143.241108 | 36.971579 |
| 143.241256 | 36.971147 |
| 143.241474 | 36.970685 |
| 143.241482 | 36.970341 |
| 143.241431 | 36.969813 |
| 143.241295 | 36.969429 |
| 143.241137 | 36.968932 |
| 143.241017 | 36.968490 |
| 143.241078 | 36.968117 |
| 143.241298 | 36.967727 |
| 143.241539 | 36.967436 |
| 143.241727 | 36.967161 |
| 143.242113 | 36.966924 |
| 143.242464 | 36.966746 |
| 143.242815 | 36.966539 |
| 143.243273 | 36.966373 |
| 143.243928 | 36.966189 |
| 143.244424 | 36.966094 |
| 143.244594 | 36.965804 |
| 143.244741 | 36.965344 |
| 143.244909 | 36.964997 |
| 143.245170 | 36.964778 |
| 143.245520 | 36.964556 |
| 143.245960 | 36.964376 |
| 143.246531 | 36.964366 |
| 143.247042 | 36.964184 |
| 143.247583 | 36.963788 |

| Longitude (East) | Latitude (South) |
|------------------|------------------|
| 143.248197 | 36.963447 |
| 143.248508 | 36.963098 |
| 143.248742 | 36.962550 |
| 143.248907 | 36.962117 |
| 143.249017 | 36.961614 |
| 143.249090 | 36.961055 |
| 143.249216 | 36.960495 |
| 143.249485 | 36.959946 |
| 143.249689 | 36.959599 |
| 143.250015 | 36.959163 |
| 143.250183 | 36.958817 |
| 143.250371 | 36.958556 |
| 143.250398 | 36.958255 |
| 143.250580 | 36.957779 |
| 143.250766 | 36.957432 |
| 143.251072 | 36.956911 |
| 143.251525 | 36.956559 |
| 143.252154 | 36.956147 |
| 143.252785 | 36.955777 |
| 143.253259 | 36.955511 |
| 143.253682 | 36.955345 |
| 143.254601 | 36.955084 |
| 143.255309 | 36.954914 |
| 143.256132 | 36.954397 |

Then north easterly to the westernmost corner of Allotment 4A, Section K in the Parish of Redbank (being a corner of the Kara Kara National Park); then generally northerly, generally westerly and generally northerly again along the boundaries of that national park to the southernmost corner of Allotment 26B, Section E in the Parish of Barkly; then westerly along the boundary of that allotment to its westernmost corner; then north easterly across Frenchmans – St Arnaud Road to the southernmost corner of Allotment 26A, Section E in the Parish of Barkly; then north westerly, north easterly and easterly along the boundaries of that allotment and onwards to the centreline of Frenchmans – St Arnaud Road; then generally north easterly along that road to Latitude 36.908991; then easterly to a corner of Allotment 54A, Section E in the Parish of Barkly at Latitude 36.909080° South; then generally easterly along the northern boundaries of that allotment to its eastern most corner, being a point on the boundary of the Kara Kara National Park; then easterly and generally north westerly along the western boundaries of that national park to the southern boundary of the Parish of Boola Boloke; then easterly along the southern boundary of that parish to Longitude 143.251864° East; then north westerly to a point on the Avon River at Beazleys Bridge at Longitude 143.166672° East; then generally north westerly along the centreline of that river to Latitude 36.695433° South (this section of the agreement area excludes any area which is subject to the VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA); then continuing generally north westerly along the centreline of the Avon River to where it enters the Richardson River; then generally north easterly along the centreline of that river to Longitude 142.954154° East, being a point about 300 metres south of the southern shoreline of Lake Buloke; then northerly back to the commencement point.

Exclusions

The agreement area excludes any area covered by VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Note

Data Reference and source

- Agreement boundary data compiled by National Native Title Tribunal based on data sourced from Department of Sustainability and Environment.
- Cadastre data sourced from Public Sector Mapping Agency (July 2012) or from Vicmap data supplied by Spatial Vision under licence from Department of Sustainability and Environment (2010).
- Parish boundary data sourced from Department of Sustainability and Environment, VIC (2006).
- Roads and watercourses based on Topographic vector data (1:25,000) sourced from Department of Sustainability and Environment, VIC.
- Registered Aboriginal Parties (RAP) boundaries sourced from Aboriginal Affairs Victoria, Department of Planning and Community Development, VIC (March 2013).
 - Dja Dja Wurrung Clans Aboriginal Corporation Registered Aboriginal Parties area as per the amendment made to the registered area on 7 February 2013.
 - Wathaurung Aboriginal Corporation Registered Aboriginal Parties area boundary as registered on 25 May 2009.
- VI2004/008 Wotjobaluk Jaadwa Jadawadjali Wergaia and Jupagulk ILUA as registered on 11 November 2005.

Reference datum

Geographical coordinates have been provided by the NNTT Geospatial Services and are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time

Use of Coordinates

Where coordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such, they are intended as a guide only. As an outcome to the custodians of cadastral and topographic data continuously recalculating the geographic position of their data based on improved survey and data maintenance procedures, it is not possible to accurately define such a position other than by detailed ground survey.

Schedule 2 – Parties' Contact Details (Clause 23.1)

State Representative (as at the execution date of this ILUA)

| Name/Position | Contact Details |
|---|--|
| Manager Native Title Unit Department of Justice | Address: Department of Justice Level 24, 121 Exhibition Street Melbourne VIC 3000 Ph 03 8684-7523 Fax 03 8684-1044 Email nativetitle@justice.vic.gov.au |

Corporation Representative (as at the execution date of this ILUA)

| Name/Position | Contact Details |
|---|--|
| Chief Executive Officer Dja Dja Wurrung Clans Aboriginal Corporation (ICN 4421) | Address: 473 Hargreaves Street, Bendigo, VIC, 3552 Ph 03 5444-2888 Fax 03 5441-6472 Email barbara@ddwcac.com.au |

Schedule 3 – Dja Dja Wurrung Ancestors (Clause 28.1)

The Dja Dja Wurrung identified ancestors are:

- (a) **Leonard Kerr** (born circa 1854 at Mount Hope, or Loddon Victoria. Parents recorded as Curr and Peggie on marriage certificate. Married Bella Gorrie at Coranderrk in 1875 and later Margaret Briggs in 1883);
- (b) **Emma Curr** (born circa 1853 at Kelly's station, Bendigo Creek or Terrick Terrick, , Victoria, died April 1886 at Barham Station, NSW. Married Alick Campbell in 1873 at Coranderrk);
- (c) **David Harrison** (born circa 1800, died at St. Arnaud, Victoria April 27 1861., Married Mary) and his son **Captain Harrison** (born 1839 at Carr's Plain or 1838 in Donald. Married Sarah Ross/Rosson and later Margaret Green in 1883 at Ebenezer. Died 1908 at Coranderrk);
- (d) **Finemore Jackson** (born circa 1868/1869 at Mount Hope, Victoria. Married Gertrude Vincent November 1895 at Moama while resident at Cumberagunja);
- (e) **King Girribong** (associated with the Boort area in the mid 1840s. Married Matty), his son Logan, who may also have been known as **Lerimburneen** (King Billy - Logan) (born circa 1835 at the Loddon or Murray Plains, died 1865 at the Loddon River. Married Ginny in 1855 at Loddon or Murray Plains, may have married Belay and Kitty), **Logan's** sons **Robert Nicholls** (born circa 1849 or 1854 at West Charlton or Nicholls Station, Victoria, died 1929), and **Walpanumin** (Jacky Logan) (born circa 1846 at the Richardson River or East Charlton, Victoria);
- (f) **Gilpoon-Mouning**, and her daughter **Caroline Malcolm** (born 1846 at Menzies Station Loddon, died 1889. May have been recorded in the Mt Franklinford 1863 census as residing at Bullock Creek. A Coranderrk burial registry lists Caroline's tribe as being from the Loddon.);
- (g) **Mary Jane**, and her son **Henry Harmony Nelson** (born 1855 at Majorca/Loddon, died circa 1919 at Tocumwal NSW. Married Margaret Stone (alias McDonald) in 1880 at Coranderrk. Spent some time with his family at Framlingham in 1884 to 1891);
- (h) **Nelson Trobullock** and **Nora Wan-nanee**, and their son **John Terrick** (born, circa 1835 or 1843 at Terrick Terrick in the Mount Hope district, died 1922. Described as belonging to the Bendigo tribe. Lived for some time at Coranderrk Station);
- (i) **Jamie Warbot** ("Pretty Boy") and **Katie**, and their son **John Charles** (born, circa 1852 at Bacchus Marsh, or Avoca, died 1884. Married Eliza Briggs in 1875 at Coranderrk. Spent much of his life at Coranderrk. John Charles is recorded as having been the half-brother of Thomas Dunolly);
- (j) **Thomas Dunolly** (born circa 1854 at Dunolly, Victoria, died 1923. Parents were Willie and Betsy. Recorded in a census at Mr Franklinford Station in 1863. Lived in Coranderrk Station circa 1867. Married Jessie Hamilton in 1876 at Coranderrk and later married Jemima Wandin in 1910 at Coranderrk. Recorded as being a member of the Mt Franklin tribe or Monulgundeech tribe in 1863);

Schedule 3 - Dja Dja Wurrung Ancestors (Clause 28.1)

- (k) **Tommy Avoca** / Deardjoo Warramin (born Mt Franklin circa 1834. Recorded as “the old Jajowrong Tommy Avoca (Deardjoo Warramin, c. 1834-1894)”. At the Coranderrk inquiry stated that he “came from Mount Franklin”);
- (l) **Alfred Davies** (Alfred told the Coranderrk inquiry in November 1881 that he was born “on the Loddon”);
- (m) **Tommy Farmer**/ Birn Burman (born Loddon, Castlemaine circa 1834. Marriage certificate states that he was “head of the Loddon, Castlemaine district”.);
- (n) **Samuel Kinnear** / Mapooungun (Recorded as “of the Yurra Yurra (Charlton-Avoca) tribe”);
- (o) **William Parker** (At the Coranderrk Inquiry in 1881 stated that he was born at Jim Crow);
- (p) **Catherine** (Kate/Kitty) **Robinson** (possibly known as Kitty, born at Bridge Water circa 1826, died 1886 at Swan Hill. A Catherine Robinson was recorded in a list of burials at the Coranderrk Cemetery dated 1876-1943.);
- (q) **Martin Simpson** (The Albury Border Post noted in October 1887 that Martin Simpson was “a native of Jim Crow and belonged to the Gejoworrung tribe”. At the Coranderrk inquiry in 1881 stated that he was born at Jim Crow but did not know his age.); and
- (r) **Charlotte Williams** (According to her marriage certificate, born at Franklin, Talbot circa 1851).