



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|--------------------------|
| NNTT number | VIA2001/001 |
| Short name | Dunolly Vineyard |
| ILUA type | Area Agreement |
| Date registered | 17/08/2001 |
| State/territory | Victoria |
| Local government region | Central Goldfields Shire |

Description of the area covered by the agreement

The Agreement area covers Crown Allotment 32A Section D, Crown Allotment 6C Section 32B, part Crown Allotment 2A Section 32B and parts of unused government road and Barkly Road abutting Crown Allotment 2A section 32B Township of Dunolly, County of Gladstone.

Schedule A - provides a complete description of the agreement area (a map showing geographic co-ordinates)

The subject land is also described in recital B of the ILUA.

RECITAL B:

The Project is proposed to be undertaken on Crown lands and waters which are at present:

- (i) unalienated Crown Land or waters; and
- (ii) in part, reserved for public purposes and subject to Crown licence:

The land referred to above is together described in this Agreement as "the Subject Land". A complete description of the Subject Land is included as Schedule A.

The map provided at schedule A of the agreement is attached to the Register as Attachment A.

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | Graham John Atkinson Carmel Priscilla Barry Trevor George Nicholson Robert Herbert Nicholls Connie Harrison-Edwards Rodney John Carter ON BEHALF OF THE Dja Dja Wurrung Native Title Group |
| Contact address | C/ Mirimbiak Nations Aboriginal Corporation 75 - 79 Chetwynd Street North Melbourne VIC 3051 |

Other Parties

| | |
|------------------------|--|
| Party name | Dunolly Ridge Estate's Vineyards Pty Ltd (ACN 087 317 520) |
| Contact address | 49 Inkerman Street Dunolly VIC 3472 |

Period in which the agreement will operate

Start date 17/08/2001

End Date 17/08/2051

This Agreement commences on the date the Registrar, as defined in section 253 of the NTA, registers the Agreement pursuant to s24CL of the NTA Subject to any provision in the this Agreement to the contrary, this Agreement shall terminate:

- (a) 50 years after the registration of this Agreement; or
- (b) if the Minister who is responsible for the administration of the Land Act 1958 (Vic) fails to grant the Crown Land Licences; or
- (c) if the Crown Land licences are terminated by the Minister who is responsible for the administration of the Land Act 1958 (Vic).

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

[T]he Dja Dja Wurrung Native Title Group and the Proponent each consent to the doing of, and the validating of, each of the Future Acts [defined below] and agrees not to challenge their validity in the future.

[T]he Dja Dja Wurrung Native Title Group and the Proponent each also agree that to the extent that any of the Future Acts has already taken place, or take place prior to the registration of this Agreement under section 24CL of the Native Title Act 1993 it consents to such Future Act having being done, and its validation under the Native Title Act 1993.

["Future Acts" are defined in the Agreement as meaning the granting of the Crown Land Licences (crown land allotments identified in the description of the Agreement area above) to allow for the expansion of a vineyard into these areas. The definition of "future acts" also includes any act necessary to enable the expansion of the vineyard to proceed in accordance with all applicable laws, any supplementary or ancillary acts necessary to enable such acts to have full force and effect, and any works necessary or desirable to maintain the structure and works comprising the Project.]

Attachments to the entry

[VIA2001_001 Schedule A - Map of Agreement Area.pdf](#)