



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	VI2004/003
<b>Short name</b>	Terra Firma Quarries
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	16/06/2005
<b>State/territory</b>	Victoria
<b>Local government region</b>	Central Goldfields Shire

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## Description of the area covered by the agreement

The Work Authority Area is the area of land and/or waters covered by the Agreement as described in Schedule C and shown on the Map in Schedule C1 [to the agreement]. Schedule C states that the "Work Authority Area" includes all the land and water within the area of the Work Authority in the town of Beeliba in the Central Goldfields Shire.

"Work Authority" means Work Authority 543 and 1127 that is applied for by the proponent and is proposed to be granted and registered by the State pursuant to the EIDA [Extractive Industries Development Act 1995 (Vic)] in respect of the Work Authority Area and includes any variation of the Work Authority by the State pursuant to the EIDA or any other applicable laws.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Gary John Murray, Robert Herbert Nicholls, Rodney John Carter, Graham John Atkinson, Carmel Priscilla Barry, Connie Harrison-Edwards on behalf of the Dja Dja Wurrung Native Title Group
<b>Contact address</b>	c/- Native Title Services Victoria Ltd PO Box 431 North Melbourne VIC 3051

### *Other Parties*

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<b>Party name</b>	Terra Firma Quarries Pty Ltd
<b>Contact address</b>	4 Park Lane Bealiba VIC 3475

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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Clause 5.1 provides that the agreement begins the day it is executed by all parties [being 7 December 2004] (except for clause 3 "benefits", which does not begin until the Work Authority and any necessary consents have been granted), and continues to operate for the duration of the Work Authority, unless the Agreement is terminated by the parties' agreement in writing.

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

Clause 6.1 The parties agree that the right to negotiate provisions in Part 2, Division 3, Subdivision P of the NTA are not intended to apply to the Future Acts listed in clause 6.2.

Clause 6.2 Subject to compliance by the parties with the provisions of this Agreement, the Native Title Signatories:

6.2.1 agree to the doing of certain Future Acts in respect of the Work Authority Area, being:

- \* the grant by the State of the Work Authority to the proponent and to any consent required by or on behalf of the proponent pursuant to the Work Authority; and
- \* the use of the Work Authority and of any consent required pursuant to the Work Authority, by the proponent; and

6.2.2 agree that any such Future Acts done in respect of the Work Authority Area are valid.

Clause 35.1 - Definitions

'Consent' means any authorisation, lease, licence, permit, approval, certificate, direction or notice from any government or governmental or other competent authority which is necessary or desirable for the carrying out of Extractive Industry under the Work Authority.

'EIDA' means the Extractive Industries Development Act 1995 (Vic).

'NTA' means the Native Title Act 1993 (Cth).

'Work Authority' means Work Authority 543 and 1127 that is applied for by the proponent and is proposed to be granted and registered by the State pursuant to the EIDA in respect of the Work Authority Area and includes any variation of the Work Authority by the State pursuant to the EIDA or any other applicable laws.

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

Nil Attachments