



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	VI2010/002
<b>Short name</b>	Dja Dja Wurrung People and Charlton Harness Racing Club ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	31/03/2011
<b>State/territory</b>	Victoria
<b>Local government region</b>	Buloke Shire

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## Description of the area covered by the agreement

The agreement area is described in Schedule E to the agreement as:

'An area of land of approximately 8.6 ha. comprising that part of Crown Allotment 2 Section 14, Township of Charlton which is located southeast of a line defined as the prolongation north-easterly of the north-western boundary of Allotment 3 Section 14, Township of Charlton as indicated by dark green shading on plan attached at Schedule E1'.

A copy of Schedule E1 is attached to this register extract.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area is located adjacent to Watson Street and Back St Arnaud Road and falls within the Local Government Authority of Buloke Shire Council.

## 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 and Connie Harrison-Edwards on behalf of the Dja Dja Wurrung People
<b>Contact address</b>	c/- Native Title Services Victoria 642 Queensberry Street North Melbourne VIC 3051

### *Other Parties*

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<b>Party name</b>	Charlton Harness Racing Club Incorporated
<b>Contact address</b>	PO Box 97 Charlton VIC 3525

## Period in which the agreement will operate

Start date	18/10/2010
End Date	not specified

The agreement contains the following information in relation to the period for operation:

### 5. Commencement and Term

5.1 This Agreement takes effect from the day it is executed by all parties (in accordance with clause 29) and continues to operate for the duration of the Lease unless terminated in accordance with this Agreement.

5.2 Within 7 days of the expiry of this Agreement under sub-clause 5.1, the developer will advise the Native Title Registrar\* in writing of the expiry, in accordance with section 199C(1)(c)(i) of the NTA.

5.3 Within 7 days of any termination of this Agreement, the parties will advise the Native Title Registrar in writing of the termination, in accordance with section 199C(1)(c)(ii) of the NTA.

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

7.1 Subject to compliance by the parties with the provisions of this Agreement, the parties agree:

7.1.1 to the doing of certain Future Acts in respect of the ILUA area, being:

- the grant by the State of the Lease to the developer provided that Lease is in the form set out in Schedule C which has been agreed by the parties and the State and to any consents required by or on behalf of the developer pursuant to the Lease and any applicable laws; and
- the completion of the Project by the developer on or over the ILUA area in accordance with the project plans provided in Schedule D;
- the use of the Lease area by the developer and of any consents required pursuant to the Lease and any applicable laws; and
- those Future Acts listed in Schedule F.

7.1.2 that any such Future Acts done in respect of the ILUA area are valid.

### Definitions

"CLRA" means the Crown Land (Reserves) Act 1978 (Vic).

"Future Act" has the same meaning given to that term in section 233 of the NTA, and includes those classes of Future Acts listed in Schedule F.

Schedule F: List of Future Acts covered by the Agreement

1. The grant of the Lease by the State and the use of the ILUA area by the developer to construct and operate a training complex for harness racing.
2. All infrastructure and all other land tenure or land access titles, approvals, consents, conditions, rights etc that may be required by the developer for use of the ILUA area under the CLRA and applicable laws.
3. All acts which may comprise Future Acts undertaken by the developer to complete the Project including but not limited to:
  - the removal of trees and other vegetation on the ILUA area;
  - the construction of training complex and surrounding tree plantations as detailed in the project plans;
  - the operation of the training complex in accordance with the terms of the Lease.

"Lease" means the Lease that is proposed to be granted and registered by the State to the developer pursuant to the CLRA in respect of the ILUA area, provided that Lease is in the form of the draft Lease in Schedule C, which has been agreed to by the parties and the State. "Lease" also includes:

- any renewal, or variation of the Lease by the State pursuant to the CLRA, this Agreement, or any other applicable laws;
- the grant of any other Lease by the State to the developer in respect of the ILUA area in the future.

"Project" means:

- the works to be completed by or on behalf of the developer on or over the ILUA area as described in the project plans; and
- the operation of the training complex from the ILUA area as permitted by the Lease and in accordance with the project plans.

## Attachments to the entry

[Schedule E1 ILUA Area Map.pdf](#)