



Victorian Government
Solicitor's Office

Deed of Variation

In relation to

the Recognition and Settlement Agreement

between

The State of Victoria

and

**Taungurung Land and Waters Council Aboriginal
Corporation - Indigenous Corporation Number 4191**

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Date**2020****Parties:**

**The Hon. Jill Hennessy, MP, Attorney-General for and on behalf of
the State of Victoria**

(the State)

and

**Taungurung Land and Waters Council Aboriginal Corporation -
Indigenous Corporation Number 4191**

(the Corporation)

Background

- A. The State and the Corporation are parties to the Agreement.
- B. The parties have agreed to vary the Agreement as set out in this Deed.

Agreed terms**1. Definitions and Interpretation****1.1 Definitions**

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

Agreement means the Recognition and Settlement Agreement entered into under section 4 of the *Traditional Owner Settlement Act 2010* (Vic) dated 26 October 2018 which includes the Land Use Activity Agreement set out in Schedule 9 to the Agreement.

Commencement Date means the date on which this Deed has been executed by both parties.

Land Use Activity Agreement means the sub-agreement (including schedules and attachments of its own) entered into under section 30 of the *Traditional Owner Settlement Act 2010* (Vic) and set out in Schedule 9 to the Agreement.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a defined word or expression in the Agreement has the same meaning in this Deed;
- (b) the interpretation provisions in clause 1 of the Agreement apply to this Deed; and
- (c) headings are included for convenience and do not affect the interpretation of this Deed.

2. Variation

The parties agree:

- (a) On and from the Commencement Date of this Deed, the Agreement is varied as follows:
 - (i) In clause 1.1 of the Land Use Activity Agreement (Definitions), within the definition of **Major Public Work**, paragraph (a)(ii)(B) is deleted and replaced with: 'if the road has no road reservation or road reserve, is outside the road and any Infrastructure which is required for the construction, establishment, operation or use of the road, and exceeding one metre from the outer-most edge of the road and its Infrastructure';
 - (ii) Item 4.4(a) in Schedule 2 to the Land Use Activity Agreement is deleted and replaced with: 'The land in Item 4.4(b) is Public Land that is required by the State for carrying out a Land Use Activity that is a planned future use described in Item 4.4(b)';
 - (iii) Item 4.4(b)(ii) in Schedule 2 to the Land Use Activity Agreement is deleted and replaced with: 'Crown Allotment 2061, Parish of Porepunkah in relation to which a sale offer was negotiated and accepted in 2010'.
- (b) If the Land Use Activity Agreement has commenced operation on the Commencement Date of this Deed, it is also amended pursuant to clause 11.1 of the Land Use Activity Agreement to the same effect as set out in clause 2(a) above.

3. Confirmation of Agreement

Except as expressly varied by this Deed, both the Agreement and Land Use Activity Agreement continue as executed by the parties.

4. Inconsistency

If there is any conflict between the Agreement (or the Land Use Activity Agreement) and this Deed, the terms of this Deed prevail.

5. Costs

Each party must pay its own costs in relation to the preparation, negotiation and execution of this Deed.

6. General

6.1 Entire agreement

This Deed contains the entire agreement between the parties in connection with its subject matter. It supersedes all previous agreements or understandings between the parties in connection with its subject matter.

6.2 Counterparts

This Deed may be executed in counterparts. All executed counterparts are taken to constitute one document.

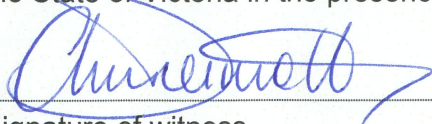
6.3 Governing Law

This Deed is governed by the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.

Signing page

Executed and delivered as a deed.

Executed by the **Honourable Jill Hennessy, MP, Attorney General** for and on behalf of the State of Victoria in the presence of:



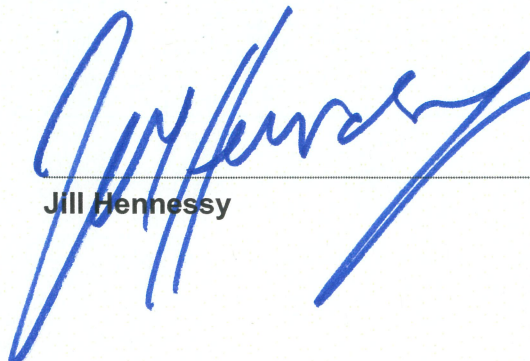
Signature of witness

CHRIS MULDERMOTT

Name of witness (please print)

16.03.20

Date:



Jill Hennessy

Executed for and on behalf of **Taungurung Land and Waters Council Aboriginal Corporation (ICN 4191)** in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth)



Signature of director

MARCUS STEWART

Name of director (printed)

Date:

14.2.20



Signature of director

MATTHEW SHANKS

Name of director (printed)

Date:

14/2/2020