



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/083
Short name	APLNG and Area E Native Title Group ILUA
ILUA type	Area Agreement
Date registered	24/04/2014
State/territory	Queensland
Local government region	Western Downs Regional Council

Description of the area covered by the agreement

Clause 1.1 of the agreement describes the ILUA Area as the land and waters described in Part 1 of Schedule 2 and shown on the map in Part 2 of Schedule 2 that may from time to time be utilised for the ILUA Project.

[A copy of Schedule 2 is attached to this register extract.

The following general description of the ILUA area has been provided by the National Native Title Tribunal to assist people to understand the location of the ILUA area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement covers about 161.5 sq km extending from about 12 km northeast of Condamine to about 27 km east of Wandoan.]

Parties to agreement

Applicant

Party name	Australia Pacific LNG Pty Limited, Australia Pacific LNG Gladstone Pipeline Pty Limited & Australia Pacific LNG CSG Transmissions Pty Limited (individually and collectively, APLNG)
Contact address	c/- Clayton Utz GPO Box 55 Brisbane QLD 4001

Other Parties

Party name Kerry-Ann Lacey, Russell Doctor, Greg Emmerson, Ronald Binge, Zeta Binge, Elizabeth Johnston, Jean Johnston, Beatrice Henry, Jason Jarro, Adrian Beattie, Tracey McLeod, Sue Maytom, Arwa Waterton, Sandra Bauwens, Rhonda Sandow, Fiona Richardson and Harold Doyle on their own behalf and on behalf of the Area E Native Title Group

Contact address c/- HWL Ebsworth
GPO Box 2033
Brisbane QLD 4001

Period in which the agreement will operate

Start date 23/10/2013

End date not specified

4(a) This Agreement commences on the Commencement Date and, subject to clause 16, will operate for the duration of the Agreed Acts and the undertaking of the ILUA Project.

4(b) Clauses 3 (Authority to enter into agreement), 8 (Consents), 11 (Satisfaction of compensation) (in relation to compensation paid prior to the date of termination) and 15 (Confidentiality) survive termination of this Agreement.

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

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

8(a) The Parties agree to and consent to:

(i) the Agreed Acts; and

(ii) the undertaking of the ILUA Project.

(d) For the purposes of section 24EB(1)(c) of the NTA [Native Title Act 1993 (Cth)] and regulation 7(5)(b) of the Regulations [Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth)], the Parties state that Subdivision P of the Division 3 of Part 2 of the NTA is not intended to apply to any Agreed Acts on and from the date this Agreement is Registered.

1.1 'Agreed Acts' means the acts and classes of acts listed in Schedule 3 [a copy of which is attached to this register extract]

'ILUA Project' means that part of the Pipeline Project [the construction and operation of a gas pipeline system (and other pipelines and facilities), including to link the APLNG coal seam gas fields to the LNG plant to be located on Curtis Island] to be located in the ILUA Area, and includes:

(a) the planning, design, development, construction, operation and maintenance of pipelines that may be used for the transportation of petroleum, water, brine and other substances, and all ancillary surface and sub-surface works and associated facilities and equipment including pumps and compressors, valves, meters, fittings, facilities for cathodic protection, communication and power systems and any other works, facilities and equipment that APLNG or any Third Party [a person other than APLNG who is an applicant for, or grantee of, an Agreed Act], acting reasonably, considers are necessary or desirable for the transportation of petroleum, water, brine and other substances by pipeline, and decommissioning of the pipelines; and

(b) the planning, design, development, construction, operation and maintenance of infrastructure or other facilities that APLNG or a Third Party, acting reasonably, considers are necessary or desirable for, or to support the conduct of, the operations referred to in paragraph (a) above in the ILUA Area including power lines, conveyors, construction camps, buildings and

roads; and

(c) a reference to each and every phase and component of the operations referred to in paragraphs (a) and (b) above and activities related to, associated with or incidental to the activities referred to in paragraphs (a) and (b) above (including the phase of decommissioning and completing any final rehabilitation of those operations and terminating or surrendering the Agreed Acts).

Attachments to the entry

[QI2013_083 Schedule 2 Written Description and Map of the Agreement Area.pdf](#)

[QI2013_083 Schedule 3 Agreed Acts.pdf](#)