



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2017/002
Short name	Jemena Northern Gas Pipeline Project ILUA
ILUA type	Area Agreement
Date registered	16/05/2017
State/territory	Queensland
Local government region	Mount Isa City Council

Description of the area covered by the agreement

Clause 1.1 of the agreement defines ILUA Area as the land and water described in Schedule 1 and shown on the map in Schedule 2.

[A copy of Schedule 1 and Schedule 2 is attached to this register extract.

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

Agreement covers about 175 sq km in the vicinity of Yaringa Creek about 20 km west of Mount Isa.]

Parties to agreement

Applicant

Party name	Jemena Northern Gas Pipeline Pty Ltd
Contact address	Level 16 567 Collins Street Melbourne VIC 3000

Other Parties

Party name	David Riley, Mavis Sarmardin, Wayne Age and Thelma Wilde (BWW Signatories) on their own behalf and on behalf of the BWW People [and] William Blackley, Donna Cunningham, Patrick Donovan and Virginia Mayo (Kalkadoon Signatories) on their own behalf and on behalf of the Kalkadoon People (the BWW People and the Kalkadoon People together comprising the Native Title Group)
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Contact address c/- Queensland South Native Title Services Ltd
PO Box 1948
Mount Isa QLD 4825

Period in which the agreement will operate

Start date not specified

End date not specified

3.1 This Agreement commences on the Commencement Date and terminates on the Termination Date.

1.1 Commencement Date means the later of the date that this Agreement is executed by:

- (a) the company; and
- (b) one or more Signatories on their own behalf and on behalf of the Native Title Group.

1.1 Termination Date means the later of the date that:

- (a) the BWW Principal Agreement terminates; and
- (b) the Kalkadoon Principal Agreement terminates.

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

4.1 To the extent that any or all of the Relevant Acts constitute or amount to a future act, each of the Parties consent to the doing of any or all of those Relevant Acts and agree not to challenge the validity of the Relevant Acts at any time in the future.

4.2 The right to negotiate provisions of Subdivision P of Division 3 of Part 2 of the Native Title Act are not intended to apply to the doing of any or all of the Relevant Acts.

'Access Tenure' means any right, title or interest (including a temporary licence) or any other interests (such as any lease, permit or easement) in land Granted to the Company in the ILUA Area for the Project including the rights Granted to the Company pursuant to any agreement with any landowner.

'Activities' means activities relating to the undertaking of the Project.

'Authorisations' means any authorisation, declaration, agreement, certificate, authority, permit, consent, approval, resolution, licence, exemption, permission, recording, filing, registration, notarisation or waiver, however described and in whatever form required by any Authority or any Applicable Law including the Pipeline Licence.

'Project' means:

(a) the planning, construction, commissioning, operation, maintenance, decommissioning and rehabilitation of a buried high pressure gas pipeline (as that term is defined in the Petroleum and Gas Act) from the Amadeus Gas Pipeline near Tennant Creek (in the Northern Territory) to the Carpentaria Gas Pipeline near Mount Isa (in Queensland) along with associated above and below ground facilities at various locations including:

- (i) construction camps (temporarily);
- (ii) support facilities (temporarily);
- (iii) lay-down and storage areas;
- (iv) communication and power systems;
- (v) marker signs;
- (vi) temporary or permanent access tracks;
- (vii) roads for the construction, maintenance and inspection of the pipeline including:
 - (A) to transport materials and any other goods, plant, equipment and personnel; and
 - (B) all associated infrastructure, apparatus and equipment necessary to support or protect such roads including bridges, drainage works, borrow pits, access roads, fencing and signage;
- (viii) extractive mineral borrow pits;
- (ix) cathodic protection facilities and anode sites;
- (x) pumps;

- (xi) valves, valve stations and access valve sites;
 - (xii) temporary and permanent water bores or other water collection facilities and storage facilities for dust suppression and other uses;
 - (xiii) fuel tank storage;
 - (xiv) waste storage, treatment or ponds; and
 - (xv) generator sets for electricity generation; and
 - (b) anything incidental to or associated with any purpose listed in paragraph (a) above.
- 'Relevant Acts' means, without limitation, any or all of the following acts for the purposes of the Project in respect of the ILUA Area:
- (a) the Grant of the Authorisations;
 - (b) the Grant of the Access Tenure;
 - (c) the conduct of the Activities and the Project; and
 - (d) any and all acts necessary or incidental to the Relevant Acts or to the implementation of the Project provided that such acts have no greater effect on Native Title than any of the acts done in accordance with paragraphs (a), (b) and (c).

Attachments to the entry

[QI2017_002 Schedule 1 - Description of ILUA Area.pdf](#)

[QI2017_002 Schedule 2 - Map of ILUA Area.pdf](#)