



Extract from Register of Indigenous Land Use Agreements

NNTT number	DI2018/005
Short name	Tanami Gas Pipeline: Napperby Perpetual Pastoral Lease ILUA
ILUA type	Body Corporate
Date registered	29/10/2018
State/territory	Northern Territory
Local government region	Central Desert Regional Council

Description of the area covered by the agreement

ILUA Area means the land and waters identified in Schedule 1. Schedule 1 of the agreement describes the ILUA Area as all the land and waters where Native Title Rights exist within the external boundary of the Native Title Determination.

Native Title Determination means the approved determination of native title in Napperby Perpetual Pastoral Lease NTD4/2011 on 2 July 2013.

[A written description of the agreement area is contained in Schedule 1 of the agreement. A map of the agreement area is contained in Schedule 2 of the agreement. A supplementary map showing the areas that are outside of the ILUA Area in accordance with the definition of Schedule 1, as they are areas where native title exists.

A copy of Schedules 1 and 2 and the supplementary map are attached to this ILUA 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:

The agreement area covers approx 6.22 sq km and is located adjacent to and north of Tanami Road in the Tilmouth Crossing area about 164 km north west of Alice Springs.]

Parties to agreement

Applicant

Party name	AGI Tanami Pty Limited
Contact address	PO Box Z5267 St Georges Tce Perth WA 6831

Other Parties

Party name	Alherramp Ilewerr Mamp Arrangkey Tywerl Aboriginal Corporation RNTBC
Contact address	c/- Central Land Council PO Box 3321 Alice Springs NT 0871

Party name	Central Land Council
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Contact address PO Box 3321
Alice Springs NT 0871

Party name Northern Territory of Australia
Contact address Director Petroleum Tenure, Energy Division
Department of Primary Industry and Resources
GPO Box 4550
Darwin NT 0801

Period in which the agreement will operate

Start date 17/05/2018
End Date not specified

2.1 This Agreement commences on the Commencement Date and terminates on the Termination Date, unless terminated earlier in accordance with clause 6.4(b) (**Term**).

Commencement Date means the date this Agreement is executed by the Parties and if executed on different dates means the later of those dates.

Principal Agreement means the agreement titled "Benefits and Impacts Agreement: Tanami Gas Pipeline" made between the Company and the Land Council in relation to the Project made on or about the date of this Agreement.

Termination Date means the date that the Principal Agreement terminates.

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

5.1(a) To the extent that any or all of the Relevant Acts constitute or amount to Future Acts, the Parties consent and agree 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.

5.2(a) The Parties agree that the Right to Negotiate Procedure is not intended to apply to the doing of any or all of the Relevant Acts.

Pipeline means an approximately 440 km buried high pressure gas pipeline with a nominal diameter of approximately 8 inches from Tanami Scraper Station on the Amadeus Gas Pipeline (located 160 km from Alice Springs) to the 2 Newmont Tanami mine sites known as the Granites and Dead Bullock Soak located on the Mineral Lease approximately 550km north-west of Alice Springs in the Tanami desert.

Pipeline Licence means:

- (a) any licence granted to the Company pursuant to section 15 of the *Energy Pipelines Act* (NT) in response to the Application (**Initial Licence**); and
- (b) any substitution, renewal or extension of the Initial Licence within the boundaries of the Initial Licence, provided that no rights are created in connection with the substitution, renewal or extension that were not created by the Initial Licence.

Relevant Acts means, without limitation, any or all of the following acts in the ILUA Area, which may be undertaken at any time prior to the Termination Date for the purposes of the Project:

- (a) the grant of the Pipeline Licence;
- (b) the grant of (and Ministerial approvals or consents for) any right, title or interest in respect of the Pipeline or the Project including Ministerial grant of consent to the operation of the Pipeline;
- (c) the grant of and/or renewal of or assignment of or transfer (and Ministerial approval (if applicable)) of any exclusive or non-exclusive tenure;
- (d) the grant by the Government Party of any form of interest to the Company in the event that any lease within which the ILUA Area is located is forfeited or surrendered to the Government Party or compulsorily acquired by the Government Party; and
- (e) any and all acts necessary or incidental to the Relevant Acts or required for the efficient implementation of the Project including the grant of all leases, subleases, licences, permits, authorities, approvals, consents, encumbrances provided that such acts have no greater effect on native title than any of the acts done in accordance with paragraphs (a), (b) or (c).

Right to Negotiate Procedure means the procedure described in Subdivision P, Division 3, Part 2 of the Native Title Act.

Attachments to the entry

[DI2018_005 Schedule 1 Description of ILUA Area.pdf](#)

[DI2018_005 Schedule 2 Map of ILUA area.pdf](#)

[DI2018_005 Supplementary map showing areas outside of the ILUA Area.PDF](#)