



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	VI2001/007
<b>Short name</b>	Lara to Birregurra Pipeline
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	08/04/2004
<b>State/territory</b>	Victoria
<b>Local government region</b>	Colac Otway Shire, Golden Plains Shire , Greater Geelong City , Surf Coast Shire

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## Description of the area covered by the agreement

The Agreement area covers the extent of the pipeline corridor, which commences in the vicinity of Lara and traverses south-westerly to north of Birregurra as shown on the locality map. The corridor is 20 metres wide and covers an area of about 1.401 sq km. More specifically the pipeline the subject of this ILUA begins on the eastern end of the map on permit plan T92-1-1 and runs in a westerly direction. The western end of the map on permit plan T92-1-1 joins the eastern end of the map on permit plan T92-1-2. From this point the pipeline runs in a south westerly direction and joins the eastern end of the map on permit plan T92-1-3 which joins the eastern end of the map on T92-1-4, which joins the eastern end of the map on T92-1-5. The part of the pipeline the subject of this ILUA finished at the Warncoort-Birregurra Road just south of the railway line on T92-1-5.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	GasNet (Australia) (Operations) Pty Ltd ACN 083 009 278 (as successor to GPU GasNet Pty Ltd which was successor to Transmission Pipelines Australia Pty Ltd)
<b>Contact address</b>	180 Greens Road Dandenong VIC 3175

### *Other Parties*

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<b>Party name</b>	Earnest Frances Kinsey
<b>Contact address</b>	c/- Mirimbiak Nations Aboriginal Corporation 75-79 Chetwynd St North Melbourne VIC 3051

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<b>Party name</b>	Melville Eugene Robinson
<b>Contact address</b>	c/- Mirimbiak Nations Aboriginal Corporation 75-79 Chetwynd St North Melbourne VIC 3051

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<b>Party name</b>	The State of Victoria
<b>Contact address</b>	c/- Attorney General's Office Level 1, 55 St Andrews Place Melbourne VIC 3002

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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

Validation of future acts which have already been done.

The parties agree to the validation of each of the titles and permits described in Schedule 4, [described below] which have already been granted, to the extent that any of those titles and permits was invalidly granted.

Agreement to the doing of future acts.

The parties consent to the grant of each of the titles and permits described in Schedule 5 [described below] and renewals, regrants, remarkings and extensions of those titles and permits, save to the extent that they are inconsistent with s24IC(1)(c)(i)(ii) or (iii) of the Native Title Act.

The parties consent to the grant of each title and permit that may be applied for by TPA (GasNet) in respect of land and waters within the Area described in Schedule 4 and 5 of the Agreement.

Acts described in Schedule 4 and 5 of the Agreement

- a) A permit under the Pipelines Act to own and use a pipeline (referred to in Permit Plan as 500 Lara to Iona Transmission Pipeline) and any duplication or augmentation thereof;
- b) A license under the Pipelines Act to construct and operate a pipeline (referred to in the permit plan as the 500 Lara to Iona Transmission Pipeline) and any duplication or augmentation thereof;
- c) All leases, easements, licenses or other authorities to construct, operate, inspect, maintain or repair a pipeline or any part of a pipeline under the Pipelines Act within the Area covered by the Agreement;
- d) Consent to commencement of operation of a pipeline under the Pipelines Act within the Area;
- e) Any other titles or permits required by GasNet under statute or otherwise required by law which are necessary which are necessary or incidental to the conduct of GasNet of its operations within the Area, and
- f) Any renewal, regrant, remarking or extension of any right arising under each of the titles and permits referred to in Schedule 4 and 5 within the Area.

To the extent that the titles and permits in Schedule 4 are not granted before registration of this Agreement they shall become Schedule 5 future titles and permits.

To the extent that the titles and permits in Schedule 5 are granted before registration of this Agreement they shall become Schedule 4, granted title and permits.

The right to negotiate

The parties agree that, if the grant of the granted tenements and the grant of the future tenements and future titles, or the doing of any future act covered by this agreement, would otherwise be subject to the right to negotiate provisions, then as a consequence of the registration of the Agreement the right to negotiate provisions are not intended to apply to the grant or validation of the granted titles and permits or the future titles and permits, or to the doing of any future act covered by this Agreement.

More specifically, the parties agree that the right to negotiate does not apply to [ the grants associated with ] the acts outlined in a), b), c), d), e), f) above.

## Attachments to the entry

Nil Attachments