



Extract from Register of Indigenous Land Use Agreements

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| NNTT number | DI2018/004 |
| Short name | Northern Gas Pipeline: Dalmore Downs South ILUA |
| ILUA type | Area Agreement |
| Date registered | 03/07/2018 |
| State/territory | Northern Territory |
| Local government region | Barkly Regional Council |

Description of the area covered by the agreement

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. Copies of Schedule 1 and Schedule 2 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 covers approx. 15 sq km of land, comprised of a 750m wide corridor extending approx. 21km northwesterly, located about 16km south west of the intersection of the Barkly and Tablelands Highways.]

Parties to agreement

Applicant

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|------------------------|--|
| Party name | Jemena Northern Gas Pipeline Pty Ltd |
| Contact address | c/- Ward Keller GPO Box 330 Darwin NT 0820 |

Other Parties

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|------------------------|--|
| Party name | Brian Limerick and Becky Limerick on their own behalf and on behalf of the Purrukwarra Wakaya People |
| Contact address | c/- Northern Land Council PO Box 1222 Darwin NT 0801 |

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|------------------------|-------------------------------|
| Party name | Northern Land Council |
| Contact address | PO Box 1222 Darwin NT 0801 |

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|------------------------|---|
| Party name | Northern Territory of Australia |
| Contact address | Level 5, Charles Darwin Centre 19 Smith Street The Mall Darwin NT 0800 |

Period in which the agreement will operate

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|-------------------|---------------|
| Start date | 07/04/2017 |
| End Date | not specified |

2.1(a) This Agreement commences on the Commencement Date and terminates on the Termination Date, unless terminated earlier in accordance with clause 6.6(b).

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

'Principal Agreement' means the agreement titled "Benefits and Impacts Agreement: Northern Gas Pipeline" made between the Company, the Land Council and the Northern 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 Native Title Party consents to the doing of any or all of those Relevant Acts and agrees 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.

5.4(a) The Parties agree to the validating of all Relevant Acts that are Future Acts that were done invalidly prior to the registration of this Agreement.

'Pipeline' means a single approximately 622 km buried high pressure gas pipeline with a nominal diameter of approximately 12 inches from the Amadeus Gas Pipeline near Tennant Creek to the Carpentaria Gas Pipeline near Mount Isa.

'Pipeline Licence' means:

- (a) any licence granted to the Company pursuant to section 15 of the Energy Pipelines Act 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 for the purposes of the Project:

- (a) the grant of the Pipeline Licence;
- (b) the grant of (and Ministerial approval) of any right, title or interest in respect of the Pipeline or the Project;
- (c) the grant of (and Ministerial approval (if applicable)) of tenure;
- (d) the conduct of the Activities;
- (e) the operation of (and Ministerial approval of) the Pipeline; and
- (f) 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), (c), (d) and (e).

Attachments to the entry

[DI2018_004 Schedule 1 - Description of ILUA Area.pdf](#)

[DI2018_004 Schedule 2 - Map of ILUA Area.pdf](#)