



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2006/028
Short name	Enertrade - BBKY #4 CQGP Agreement
ILUA type	Area Agreement
Date registered	16/11/2006
State/territory	Queensland
Local government region	Isaac Regional Council

Description of the area covered by the agreement

The area is located in Central Queensland, being a 2 kilometre wide buffer commencing in the vicinity of Moranbah and extending south-easterly towards Middlemount.

[The area description and map of the ILUA Area are attached to this register extract.]

Parties to agreement

Applicant

Party name	Queensland Power Trading Corporation trading as Enertrade
Contact address	GPO Box 10 Brisbane QLD 4001

Other Parties

Party name	Barada Barna Kabalbara and Yetimarla People #4
Contact address	C/- Dillon Lawyers PO Box 626 Townsville QLD 4810

Period in which the agreement will operate

Start date	not specified
End Date	not specified

6. Term of ILUA

This ILUA operates for the duration of the Project Rights.

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

13. Consent to future acts

13.1 Project and associated rights

The parties consent to the grant of:

(a) the Project Rights;

(b) any other act necessary or expedient to give effect to the Project and any act necessary to enable the Project to proceed in accordance with all Applicable Laws, Applicable Authorisations and any works necessary or desirable to develop, construct, operate, or maintain the structures and works comprising the Project, in the ILUA Area and agree not to challenge their validity at any time in the future.

13.2 Compensation payment

The consents in this clause 13 are given on the basis that Enertrade agrees to pay to the Native Title Party the Compensation Payment stated in the Ancillary Agreement.

13.3 Requisite consent

The Parties acknowledge the consents in this clause 13 constitute the requisite consent of the Parties for the purposes of sections 24EB(1)(b) of the Native Title Act, and Regulation 7(5) of the Native Title (Indigenous Land Use Agreement) Regulations 1999 (Cth) to the doing of any of the acts referred to in clause 13.1.

3. Statement for the purpose of the Native Title Act

For the purposes of section 24EB(1)(c) of the Native Title Act, the Parties state that Subdivision P, Division 3, Part 2 of the Native Title Act is not intended to apply to the grant of the Project Rights.

1.1 Defined terms

'Project Rights' means all approvals, consents, licences, titles, renewals and other entitlements that may be required for the Project in the ILUA Area, including but not limited to:

a) pipeline licences and associated easements (if necessary), and the registration of such easements under the Land Title Act 1994 (Qld) to deliver the gas to market; and

b) any permit, licence to occupy, lease or other similar right or consent or renewal for the purposes of the Project and any act done by Enertrade for the purposes of the Project including, without limitation, any works necessary or desirable to construct, operate, maintain or develop the structure and works which are part of the Project.

Attachments to the entry

[QI2006_028_Map_of_ILUA_Area.pdf](#)

[QI2006_028_ILUA_Area_Description.pdf](#)