



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2015/004
Short name	Coober Pedy Renewable Hybrid Project Indigenous Land Use Agreement
ILUA type	Body Corporate
Date registered	08/09/2015
State/territory	South Australia
Local government region	Unincorporated Areas - SA, Coober Pedy District Council

Description of the area covered by the agreement

ILUA Area means the geographical area in relation to which this ILUA applies, as specified in Part 1 of Schedule 1 and reflected in the map attached as Part 2 of Schedule 1, being the Wind Turbine Area, the Powerline Area and the Solar Array Area.

Wind Turbine Area means the area comprised in the Land Interests Granted to or acquired by EnGen in respect of the Wind Turbines, being the areas described in paragraphs 2 and 3 of Part 1 of Schedule 1 and reflected in the map attached in Part 2 of Schedule 1 (being the area described as Wind Turbine Area and within the area described as Wind Turbine Access Area).

Powerline Area means the area comprised in the Land Interests Granted to or acquired by EnGen in respect of the Powerline, being the areas described in paragraphs 4 and 5 of Part 1 of Schedule 1 and reflected in the map attached in Part 2 of Schedule 1 (being the area described as Powerline Route Area and within the area described as Powerline Access Area).

Solar Array Area means the area comprised in the Land Interests Granted to or acquired by EnGen in respect of the Solar Array, being the areas described in paragraph 1 of Part 1 of Schedule 1 and reflected in the map attached in Part 2 of Schedule 1 (being the area described as Solar Array Area).

[The written description of the agreement area from Part 1 of Schedule 1 and the map showing the ILUA area from Part 2 of Schedule 1 are attached to the Register extract.]

Parties to agreement

Applicant

Party name	Energy Generation Pty Limited (EnGen)
Contact address	c/- Finlaysons GPO Box 1244 Adelaide SA 5001

Other Parties

Party name	Antakirinja Matu-Yankunytjatjara Aboriginal Corporation RNTBC (AMYAC)
Contact address	c/- Tim Wooley Barrister & Solicitor Box 10009 Gouger Street Post Office Adelaide SA 5000

Period in which the agreement will operate

Start date not specified

End Date not specified

2.1 This ILUA (other than clause 3) commences on the date of execution of this ILUA by all of the parties and continues:

- (a) until the permanent cessation of all Operations;
- (b) until the date upon which all of the Ancillary Approvals have expired or terminated for whatever reason; or
- (c) until the date upon which all of the Land Interests permanently cease to be used for any purposes related directly or indirectly in any way to the Project, whichever occurs last.

2.2 Subject to clause 4.4(a), no party is entitled to terminate this ILUA for any reason whatever, including by reason of any breach or repudiation of this ILUA by any other party.

4.4(a) Each of the parties may request the registrar pursuant to section 199C(1)(c)(ii) of the NTA to remove the details of this ILUA from the register by advising the registrar in writing that they wish to terminate this ILUA.

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

3.1 The provisions of this clause 3 come into effect on the registration date.

3.2 For the purposes of section 24EB of the NTA, the parties consent to any person (including the Commonwealth and the State) doing each future act within the ILUA area during the Term which relates directly or indirectly in any way to the Project, including each of the following to the extent constituting future acts:

- (a) the acquisition by EnGen of Land Interests in relation to the Project;
- (b) the obtaining of EnGen of the Grant to it of Land Interests by the State in relation to the Project;
- (c) the obtaining by EnGen of the Grant to it of Ancillary Approvals by the State in relation to the Project; and
- (d) the undertaking by EnGen of Operations, within the ILUA area.

3.3 The parties agree that Subdivision P of Division 3 of Part 2 of the NTA or any alternative State scheme approved pursuant to section 43 of the NTA (which deals with the right to negotiate) is not intended to apply to the doing of any future act by the State or the Commonwealth within the ILUA area during the Term which relates directly or indirectly in any way to the Project.

Project means the Coober Pedy Renewable Hybrid Project and includes the Solar Array, the Wind Turbines, the Powerline and the Generation Plant.

Solar Array means the photo voltaic cells used for converting sunlight to electrical energy to be constructed and operated as part of the Project.

Wind Turbines means the wind generators used for converting wind to electrical energy to be constructed and operated as part of the Project.

Powerline means the 6.6kV powerline from the Solar Array and the Wind Turbines to the Generation Plant to be constructed and operated as part of the Project.

Generation Plant means the power station operated by EnGen or a Related Body Corporate of EnGen at Coober Pedy, South Australia.

Attachments to the entry

[Map of the agreement area.pdf](#)

[Description of the agreement area.pdf](#)