



Extract from Register of Indigenous Land Use Agreements

| | |
|--------------------------------|--|
| NNTT number | QI2014/029 |
| Short name | Kullilli People and Ergon Energy ILUA |
| ILUA type | Area Agreement |
| Date registered | 12/09/2014 |
| State/territory | Queensland |
| Local government region | Bulloo Shire Council, Paroo Shire Council, Quilpie Shire Council |

Description of the area covered by the agreement

1.1 'Agreement Area' means the Agreement area described in Schedule 1.

[A copy of Schedule 1 is attached to this 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 area subject to this agreement covers about 32,185 sq km, located in the vicinity of the Grey Range and Bulloo River, extending north from the New South Wales Border to about 50km south east of Eromanga].

Parties to agreement

Applicant

| | |
|------------------------|--|
| Party name | Ergon Energy Corporation Limited |
| Contact address | c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001 |

Other Parties

| | |
|------------------------|---|
| Party name | Paola Smith, Peter White, Ronny Watson (also known as Ronald Watson), Stephen Hagan, Judith Conlon, Brenda Fisher, Kayleen Hopkins and Elizabeth McAvoy on behalf of the Kullilli People (QUD80/2009) |
| Contact address | c/- Queensland South Native Title Services Limited PO Box 10832, Adelaide Street |

Period in which the agreement will operate

| | |
|-------------------|---------------|
| Start date | not specified |
| End date | not specified |

3.1 This Agreement commences and can be enforced as an Agreement from the Execution Date.

3.2 Despite subclause 3.1, the following provisions of this Agreement do not commence until the Registration Date:

- (a) subclause 4.5;
- (b) subclauses 5.1 to 5.3, 5.9 and 5.10;
- (c) clauses 6 to 10; and
- (d) Schedules 2 and 6.

3.3 If, after Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to clause 27.3 of the Agreement, where permitted by Law those terms and conditions which are contained within the clauses and schedules listed in clause 3.2 of this Agreement remain in force.

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

5.1 The Parties consent to the doing of any particular future act and any class of future acts specified in this Agreement.

5.2 The Parties consent to Ergon Energy performing any of the following future acts:

- (a) Minor Works;
- (b) access to the Agreement Area for the purposes of the activities in clause 5.2(a);
- (c) use of all land siting electricity infrastructure in existence at the execution date ("relevant Electricity Infrastructure") and of any adjacent land required for operational use and maintenance of relevant Electricity Infrastructure;
- (d) access to all land referred to in clause 5.2(c) by way of access tracks in existence at the execution date ("relevant access tracks");
- (e) any future acts on Aboriginal land subject to the prior written consent of the entity holding the Aboriginal Land having been obtained; and
- (f) subject to Cultural Heritage Management Processes stipulated in the Agreement, the grant of any easement, licence or permit over relevant Electricity Infrastructure.

5.10 The Parties agree that Part 2 Division 3 Subdivision P of the NTA does not apply to any future act, to which the Parties have consented, within this Agreement.

6.1 The Native Title Party consents to the State of Queensland granting Ergon Energy any tenure or other interest over land within the Agreement Area on which Electricity Infrastructure is located without prejudice to any rights which the Native Title Party may have to compensation from the State of Queensland.

8.1 If, before the Execution Date, Ergon Energy had or acquired a right or interest in the Agreement Area under a way-leave agreement, easement, licence, permit, statutory or contractual access arrangement, Act or Regulation; the Parties:

- (a) consent to the exercise of those rights or interests;
- (b) agree that those rights or interests are valid; and
- (c) agree that, to the extent of any inconsistency, those rights or interests prevail over Native Title.

'Electricity Infrastructure' means "Works" as defined in section 12(1) of the Electricity Act, 1994 and includes "Operating works" as defined in section 12(3) of that Act.

'Minor Works' are described in Schedule 2. [A copy of Schedule 2 is attached to this Register Extract].

Attachments to the entry

[QI2014_029 Schedule 1 Map and Description of Agreement Area.pdf](#)

[QI2014_029 Schedule 2 Minor Works.pdf](#)