



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2013/034
<b>Short name</b>	Tagalaka People and Ergon Energy ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	28/10/2013
<b>State/territory</b>	Queensland
<b>Local government region</b>	Carpentaria Shire Council, Croydon Shire Council, Etheridge Shire Council

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### Description of the area covered by the agreement

"Agreement Area" means the Determination Area as described in Owens on behalf of Tagalaka People v State of Queensland [2012] FCA 1396 dated 10 December 2012 as described in Schedule 1 and shown on the maps in Schedule 1;

[Schedule 1 is attached to this entry on the Register.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The Agreement covers about 29,800 sq km, located in the vicinity of Croydon between Normanton and Georgetown.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Ergon Energy Corporation Limited
<b>Contact address</b>	c/- MacDonnells Law GPO Box 79 Brisbane QLD 4000

#### *Other Parties*

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<b>Party name</b>	Tagalaka People
<b>Contact address</b>	c/- North Queensland Land Council 61 Anderson St

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<b>Party name</b>	Tagalaka Tribal Aboriginal Corporation
<b>Contact address</b>	c/- North Queensland Land Council 61 Anderson St North Cairns QLD 4870

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**Period in which the agreement will operate**

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<b>Start date</b>	21/05/2013
<b>End date</b>	not specified

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3.1 This Agreement commences on the Commencement Date.

"Commencement Date" means:

(b) for the Indigenous Land Use Agreement referred to in Recital I, the date the Registered Native Title Body Corporate executes this Agreement;

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

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

6.2 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 subclause 6.2(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 subclause 6.2(a) 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.

6.4 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.

6.8 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.

7.2 Despite subclause 7.1, the Native Title Party consents to and authorises Ergon Energy's use of all land on which Electricity Infrastructure existing at the Execution Date (the "relevant Electricity Infrastructure") is located and all land adjacent to any of the relevant Electricity Infrastructure which is necessary for the operation, use, maintenance and repair of the relevant Electricity Infrastructure.

7.3 Where the Electricity Infrastructure referred to in subclauses 7.1 and 7.2 is powerlines or other Electricity Infrastructure located in airspace, the Native Title Party consents to and authorises Ergon Energy's use of an area of 10 metres on each side of the line on the ground falling beneath the relevant Electricity Infrastructure for any purpose necessary or incidental to the operation, use, maintenance or repair of the relevant Electricity Infrastructure.

7.6 Where Ergon Energy seeks to obtain an easement, permit or licence from any other person, over land for the use of Electricity Infrastructure of the kind described in subclauses 7.1, 7.2 or 7.3, subject to compliance with Cultural Heritage Management Processes in this Agreement, the Parties consent to and otherwise authorise the grant of those interests.

7.7 Where Ergon Energy uses access tracks other than dedicated roads, within the Agreement Area which are in existence on the Execution Date (the "relevant access tracks") and for the purpose of accessing the relevant Electricity Infrastructure, subject to Cultural Heritage Management Processes in this Agreement, the Parties consent and authorise Ergon Energy and its Contractors to:

- (a) use the relevant access tracks for access purposes;
- (b) maintain and repair the relevant access tracks; and
- (c) be granted an interest in the nature of an easement, permit or licence over the area covered by those access tracks.

9.1 The Native Title Party consent to and authorise Ergon Energy and its Contractors to:

- (a) access the Agreement Area; and
- (b) remain on the Agreement Area for such time as is reasonably required pursuant to this Agreement or to perform any statutory duty or responsibility under any Act or Regulation.

9.2 The Parties consent to and authorise, Ergon Energy and its Contractors to undertake Minor Works within the Agreement Area.

9.3 The Parties agree to carry out Minor Works referred to in subclauses 9.1 and 9.2, in accordance with the procedures which are set out in Schedule 2.

20.1 The Parties agree that this clause operates independently from other consents and authorisations in the Agreement.

20.2 Subject to subclause 20.3, the parties authorise and consent to the doing of any future act after the Registration Date (other than the surrender of native title rights and interests) in relation to any part of the Agreement Area that is Aboriginal Land.

## Schedule 2

### 1. Operation of Schedule

The Native Title Party agrees that Ergon Energy may carry out any of the following future acts which are described in this Schedule ("Minor Works") in accordance with the procedures that are set out in this Schedule.

### 2. Minor Works

The following future acts are Minor Works:

- (a) tree lopping and tree clearing in the immediate vicinity of Electricity Infrastructure or required for the safe operation or use of the Electricity Infrastructure or for public safety in relation to the operation of the Electricity Infrastructure;
- (b) repairing any damaged Electricity Infrastructure;
- (c) reinstating any damaged or destroyed Electricity Infrastructure to the pre-existing extent;
- (d) maintaining Electricity Infrastructure;
- (e) inspecting Electricity Infrastructure;
- (f) accessing the Agreement Area at reasonable times for the purpose of undertaking anything in paragraphs (a) to (f);
- (g) installation of street light poles and service/intermediate poles that are tied into the existing powerline system in urban areas/town precincts only.

## Attachments to the entry

[QI2013\\_034 Schedule 1 - Map and Written Description - Part 1.pdf](#)

[QI2013\\_034 Schedule 1 - Map and Written Description - Part 2.pdf](#)

[QI2013\\_034 Schedule 1 - Map and Written Description - Part 3.pdf](#)