



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/121
Short name	Indjalandji-Dhidhanu People and Ergon Energy ILUA
ILUA type	Area Agreement
Date registered	09/05/2013
State/territory	Queensland
Local government region	Mount Isa City Council

Description of the area covered by the agreement

Agreement Area means the Agreement area described in Schedule 1.

[Refer to Schedule 1, Part A for a written description of the Agreement Area and Schedule 1, Part B for a map of the Agreement Area. A copy of Schedule 1 has been 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:

Agreement area covers about 19,729 sq km in the vicinity of Camooweal, extending easterly from the Northern Territory Border.]

Parties to agreement

Applicant

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

Other Parties

Party name	Hazel Windsor and Colin Saltmere on behalf of the Indjalandji-Dhidhanu People
Contact address	c/- HWL Ebsworth Lawyers GPO Box 2033 Brisbane QLD 4001

Period in which the agreement will operate

Start date	not specified
End date	not specified

"Execution Date" means the later of:

- i) the day on which this Agreement is executed by all of the Parties; or
- ii) if this Agreement is executed by all of the Parties but on different days, the last of those days.

3.1 This Agreement commences and can be enforced as an Agreement from the Execution Date. [Execution date is 26 November 2012]

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) Schedule 2.

3.3 If, after Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to subclause 18.3 of the Agreement, where permitted by Law those terms and conditions which are contained within the clauses and schedules listed in subclause 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 clauses 5, 6, 7, 9, and 10 of this Agreement.

5.2 The Parties consent to Ergon Energy performing any of the following Future Acts:

- (a) Minor Works [Minor Works are defined in Schedule 2 which is attached to this register extract];
- (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 subclause 5.2(c) by way of access tracks in existence at the execution date ("relevant access tracks").

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 in accordance with any Act or Regulation.

"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.

Attachments to the entry

- QI2012_121 - Written description of the agreement area.pdf
- QI2012_121 - Map of Agreement Area.pdf
- QI2012_121 - Schedule 2 Minor Works.pdf