



Extract from Register of Indigenous Land Use Agreements

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| NNTT number | QI2014/081 |
| Short name | Gunggari People #3 and Ergon Energy Corporation ILUA |
| ILUA type | Area Agreement |
| Date registered | 06/05/2015 |
| State/territory | Queensland |
| Local government region | Maranoa Regional Council |

Description of the area covered by the agreement

3.1 Part 1 of this Agreement and the corresponding Schedules applies to both the Native Title Agreement and the Aboriginal Cultural Heritage Agreement Area.

3.2 Part 2 of this Agreement and the corresponding Schedules applies to the Native Title Agreement Area.

3.1 Part 3 of this Agreement and the corresponding Schedules applies to the Aboriginal Cultural Heritage Agreement Area.

1.1 'Aboriginal Cultural Heritage Agreement Area' means all of the land and waters within the boundary of the Application Area as described in Part A of Schedule 1 and shown on the map in Part B of Schedule 1.

'Native Title Agreement Area' is all of the land and waters comprising the Application area, as described in Part A of Schedule 1 and shown on the map in Part B of Schedule 1.

'Application Area' means the land and waters covered by the Application.

'Application' means the Gunggari People #3 native title determination application QUD548/2012, as amended from time to time.

[A map and description of the Native Title Agreement Area and the Aboriginal Cultural Heritage Agreement Area is contained in Schedule 1 of the agreement. 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 agreement covers about 4,166 sq km, located approximately 50 kilometres south west of Roma].

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 Gunggari People #3
Contact address c/- Queensland South Native Title Services
PO Box 10832, Adelaide Street
Brisbane QLD 4000

Period in which the agreement will operate

Start date 27/10/2014
End date not specified

2.1 From the execution date, this Agreement is:

(a) a binding contract, enforceable by and against all of the Parties and the Native Title Claim Group; and

(b) an agreement of the type referred to in sections 23(3)(a)(iii), 24(2)(a)(iii), 25(2)(a)(iii) and 26(2)(a)(iii) of the ACHA.

2.2 From the registration date, this Agreement is an indigenous land use agreement and is binding upon all Parties, the Native Title Claim Group and all persons who assert to hold native title in the Native Title Agreement Area.

1.1 'ACHA' means the Aboriginal Cultural Heritage Act 2003 (Qld).

'Native Title Claim Group' has the meaning in the NTA and for the purpose of this Agreement includes:

(a) before a determination all those persons described in the Application who individually and collectively comprise the Gunggari People; and

(b) after a determination, the native title holders.

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

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

18.2 The non extinguishment principle applies to any future acts that are covered by this Agreement.

18.3 Part 2 Division 3 Subdivision P of the NTA does not apply to any future act, to which the Parties have consented, in this Agreement.

18.4 The Native Title Party consents to Ergon Energy and its contractors undertaking the low native title impact activities.

18.5 Ergon Energy will comply with the procedures in Schedule 2 when undertaking low native title impact activities.

18.6 For future acts within the Native Title Agreement Area covered by Section 24KA of the NTA other than low native title impact activities:

(a) Ergon Energy will give written notice to the Native Title Party in accordance with Section 24KA of the NTA; and

(b) the Parties agree that the future act is not done under this Agreement but is covered by Part

2 Division 3 Subdivision K of the NTA.

18.7 The notice referred to in clause 18.6(a) will:

(a) contain a written description of the location, nature and extent of the future act and be accompanied by a map or plan of the location of the future act; and

(b) provide the Native Title Party with a period of 30 days to provide any comments about the future act.

18.8 If requested by the Native Title Party, Ergon Energy will consult with the Native Title Party about the future act within the period specified in clause 18.7(b).

18.9 If, as a result of any comments or consultations, it is established that native title would be significantly affected by the future act, Ergon Energy will, if reasonably possible, modify its plans to eliminate or minimise the impact on native title.

18.10 The Parties agree that Ergon Energy can conduct activities over extinguished areas and that the Native Title Party's consent is not required.

18.11 Nothing prevents the Parties from entering into a separate indigenous land use agreement for the purpose of a particular future act within the Native Title Agreement Area.

20.1 Subject to subclause 20.2, the Parties authorise and consent to the doing of any future act (except for the surrender of native title) after the registration date over any part of the Native Title Agreement Area that is Aboriginal Land.

20.2 The consent in subclause 20.1 is subject to the entity holding the Aboriginal land giving written consent to the future act.

1.1 'Native Title Party' mean the registered native title claimants from time to time on their own behalf and on behalf of the Native Title Claim Group.

'Parties' means the parties to this Agreement, being Ergon Energy and the Native Title Party.

Attachments to the entry

[QI2014_081 Schedule 1, Part A of the agreement area.pdf](#)

[QI2014_081 Schedule 1, Part B of the agreement area.pdf](#)