



## Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	QI2013/086
<b>Short name</b>	Western Yalanji People and Ergon Energy ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	04/03/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council, Tablelands Regional Council

---

### Description of the area covered by the agreement

"Agreement Area" means the Determination Area as defined in the determinations of the Western Yalanji People #5 and #7 (QUD6003/2001) and Western Yalanji People #4 (QUD6008/1999) native title applications (refer to Schedule 1).

[Schedule 1 is attached to the register extract.

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 area covers about 3,300 sq km approximately 80 kilometers south west of Cooktown.]

### Parties to agreement

#### *Applicant*

---

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

#### *Other Parties*

---

<b>Party name</b>	Graham Brady, Desmond Brickey and Dell Riley on their own behalf and on behalf of the Western Yalanji People #4 and William Steven Brady and Desmond Brickey on their own behalf and on behalf of the Western Yalanji People Combined #5 and #7
<b>Contact address</b>	c/- North Queensland Land Council 61 Anderson Street

---

<b>Party name</b>	Western Yalanji Aboriginal Corporation
<b>Contact address</b>	c/- North Queensland Land Council 61 Anderson Street Cairns QLD 4870

---

**Period in which the agreement will operate**

---

<b>Start date</b>	not specified
<b>End date</b>	not specified

---

3.1 This Agreement commences on the Commencement Date.

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

6. Native Title Party Consent

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. Electricity Infrastructure

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 Executive 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.

#### 8. Other Ergon Energy Interests

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.

#### 20. Future Acts by Land Trusts

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.

20.3 The consent in subclause 20.2 is subject to a condition that, at the time a future act is done, the entity holding the Aboriginal Land has given its written consent to the future act.

#### 1. Definitions

“Minor Works” are described in Schedule 2.

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\\_086 Schedule 1 - Map and written description attachment to Reg Ext.pdf](#)