



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/027
Short name	Jangga People and Ergon Energy ILUA
ILUA type	Body Corporate
Date registered	24/10/2013
State/territory	Queensland
Local government region	Charters Towers Regional Council, Isaac Regional Council, Whitsunday Regional Council

Description of the area covered by the agreement

4.1 This Agreement applies to the Agreement Area.

4.2 Despite subclause 4.1, any consents given or future act procedures set out in this Agreement in order to meet the requirements of the NTA, do not apply to any part of the Agreement Area where Native Title does not exist.

"Agreement Area" means the area described as the Determination Area in the matter of McLennan on behalf of the Jangga People v State of Queensland [2012] FCA 1082 dated 9 October 2012 and in Schedule 1 of the Agreement.

[Schedule 1 of the agreement is attached to this Register Extract.]

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	Colin McLennan, James Gaston, Thomas Brown, Tyrone Tiers, Dorothy Hustler and Marie McLennan on their own behalf and on behalf of the Jangga People
Contact address	c/- North Queensland Land Council PO Box 1717 Aitkenvale BC QLD 4814

Party name	Bulganunna Aboriginal Corporation
Contact address	c/- North Queensland Land Council PO Box 1717 Aitkenvale BC QLD 4814

Period in which the agreement will operate

Start date	not specified
End date	not specified

3.1 This Agreement commences on the Commencement Date.

3.2 On and from the Execution Date, this Agreement is binding upon:

- (a) the Applicant in its own right and for and on behalf of the Native Title Claim Group;
- (b) the Native Title Claim Group;
- (c) the Body Corporate; and
- (d) Ergon Energy.

3.3 On and from the date of a Determination this Agreement is binding upon:

- (a) the Native Title Holder for the Agreement Area;
- (b) the Body Corporate; and
- (c) Ergon Energy.

3.4 On and from the date that the Body Corporate becomes a Registered Native Title Body Corporate and executes this Agreement the Agreement is an Indigenous Land Use Agreement and is binding on:

- (a) the Native Title Holder for the Agreement Area;
- (b) the Body Corporate; and
- (c) the Registered Native Title Body Corporate as trustee for the Native Title Holder and with the functions referred to in s.57(1) of the NTA.

3.5 Despite subclause 3.1 to 3.4, the following provisions of this Agreement do not commence until the Registration Date:

- (a) subclauses 6.1 to 6.6 and 6.8;
- (b) clauses 7 to 10; and
- (c) Schedules 2 and 6.

3.6 If, after the Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to subclause 27.3 of the Agreement, the Parties remain contractually bound by those terms and conditions which are contained within the clauses and schedules listed in subclause 3.5 of this Agreement to the extent permitted by law.

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.

6.8 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.

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.

Definitions:

“Aboriginal Land” has the meaning given in the Aboriginal Land Act, 1991;

“Agreement Area” means the area described as the Determination Area in the matter of McLennon on behalf of the Jangga People v State of Queensland [2012] FCA 1082 dated 9 October 2012 and in Schedule 1 of this Agreement;

“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;

“Future act” has the meaning given by the NTA;

“Minor Works” are described in Schedule 2.

[Schedule 2 of the agreement is attached to this Register Extract.]

Attachments to the entry

[QI2013_027 Schedule 1 Part B - Maps of Agreement Area.pdf](#)

[QI2013_027 Schedule 2 - Minor Works.pdf](#)

[QI2013_027 Schedule 1 Part A - Written Description.pdf](#)