



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/076
Short name	Ergon Energy and Northern Cape York Group #1 ILUA
ILUA type	Area Agreement
Date registered	02/04/2015
State/territory	Queensland
Local government region	Cook Shire Council, Northern Peninsula Area Regional Council, Torres Shire Council

Description of the area covered by the agreement

'Agreement Area' means the Agreement Area described in Schedule 1[A copy of Schedule 1 of the agreement 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 area covers about 6,944 square kilometres and is located approximately 75 kilometres north east of Weipa on the Cape York Peninsula.]

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	Larry Woosup, Asai Pablo, Charles Woosup, Walter Moses, Anzac McDonnell, Francis Brisbane, Meun Lifu, George Pausa and Bernard Charlie on their own behalf and on behalf of the Northern Cape York Group #1
Contact address	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

Period in which the agreement will operate

Start date	not specified
End date	not specified

3.1 This Agreement commences and can be enforced as an Agreement from the Execution Date.

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

- (a) subclause 4.6;
- (b) subclauses 5.1 to 5.3, 5.9 and 5.10;
- (c) clauses 6 to 10; and
- (d) Schedules 2 and 3.

“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.

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 this Agreement.

5.2 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 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 reasonably required for operational use and maintenance of relevant Electricity Infrastructure;
- (d) access to all land referred to in clause 5.2(c) 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) the grant of any easement, licence or permit over relevant Electricity Infrastructure.

5.10 The Parties agree that Part 2 Division 3 Subdivision P of the NTA [Native Title Act 1993 (Cth)] 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].

7.1 Where the Native Title Party can do so at law, the Native Title Party grants Ergon Energy a non-exclusive licence to use all land on which any Electricity Infrastructure existing at the Execution Date (the “relevant Electricity Infrastructure”), is located and all land adjacent to the relevant Electricity Infrastructure which is reasonably necessary for the operation of the relevant Electricity Infrastructure.

7.2 Despite clause 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 reasonably necessary for the operation, use, maintenance and repair of the relevant Electricity Infrastructure.

7.3 Where the Electricity Infrastructure referred to in clauses 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 clauses 7.1, 7.2 or 7.3, 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, the Parties consent to 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.

8.1 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 and interests; (b) agree not to challenge the validity of those rights and interests; and (c) agree that, to the extent of any inconsistency, those rights or interests prevail over Native Title.

"Electricity Infrastructure" means "Works" as defined in section 12(1) of the Electricity Act 1994 (QLD) and includes "Operating Works" as defined in section 12(3) of that Act.

'Minor Works' are described in Schedule 2. [A copy of Schedule 2 is attached to this Register Extract].

Attachments to the entry

[QI2014_076 Schedule 1 - Map and description of agreement area.pdf](#)

[QI2014_076 Schedule 2 - Minor Works and Activities.pdf](#)