



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/082
Short name	Gudjala People and Ergon Energy ILUA
ILUA type	Area Agreement
Date registered	24/04/2014
State/territory	Queensland
Local government region	Charters Towers Regional Council, Flinders Shire Council

Description of the area covered by the agreement

Schedule 1 of the agreement contains a Written Description of the Agreement Area in Part A and a Map of the Agreement Area in Part B.

[A copy of Part A and Part B 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 Area covers about 20170 sq km north and west of Charters Towers.]

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	Andrew (Smokey) Anderson, Christine Hero, Elizabeth Dodd, Priscilla Michelle Huen and Gloria Santo on their own behalf and on behalf of the Gudjala People and Gudjala People #2
Contact address	c/- North Queensland Land Council 12 Wills Street Townsville QLD 4810

Party name	Ngrragoonda Aboriginal Corporation RNTBC
Contact address	1/38 York Street Charters Towers QLD 4820

Period in which the agreement will operate

Start date	01/11/2013
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 4.5;
- (b) subclauses 5.1 to 5.3, 5.10 and 5.11;
- (c) clauses 6 to 10; and
- (d) Schedules 2 and 6.

3.3 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, 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 this Agreement.

5.2 The Parties consent to Ergon Energy performing any of the following future acts:

- (a) Minor Works [clause 2 of Schedule 2 describes future acts that are Minor Works; a copy of Schedule 2 is attached to this Register Extract];
- (b) access to the Agreement Area for the purposes of the activities in subclause 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");
- (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.

5.11 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 from the State of Queensland.

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 necessary for the operation of the relevant 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 Execution 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.

9.1 The Native Title Party consent to and authorise Ergon Energy and its Contractors to :

- (a) access the Agreement Area; and
- (b) remain on the Agreement Area for such time as is reasonably required pursuant to this Agreement or to perform any statutory duty or responsibility under any Act or Regulation .

9.2 The Parties consent to and authorise, Ergon Energy and its Contractors to undertake Minor Works within the Agreement Area.

9.3 The Parties agree to carry out Minor Works referred to in clauses 9.1 and 9.2, in accordance with the procedures which are set out in Schedule 2.

Attachments to the entry

[QI2013_082 Schedule 1 Part A Written Description of Agreement Area.pdf](#)

[QI2013_082 Schedule 1 Part B Map of Agreement Area .pdf](#)

[QI2013_082 Schedule 2 Minor Works.pdf](#)