



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/023
<b>Short name</b>	Ewamian People and Ergon Energy ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	17/06/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Etheridge Shire Council, Mareeba Shire Council

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### Description of the area covered by the agreement

"Agreement Area" means the "Determination Area" as described in the determination of the Ewamian People #2 Application QUD6009/1999 dated 26 November 2013 and the Ewamian People #3 Application QUD6018/2001 dated 26 November 2013.

[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:

Agreement covers about 26,241 sq km in the vicinity of Georgetown.]

### Parties to agreement

#### *Applicant*

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

#### *Other Parties*

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<b>Party name</b>	Tatampi Puranga Aboriginal Corporation
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870

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**Party name** Ewamian People  
**Contact address** c/- North Queensland Land Council  
PO Box 679N  
Cairns North QLD 4870

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**Period in which the agreement will operate**

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**Start date** not specified  
**End date** not specified

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3.1 This Agreement commences on the Commencement Date [being 22 January 2014].

**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.

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.

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.

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

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 .

“Minor Works” are described in Schedule 2. [Schedule 2 is attached to the Register Extract].

#### **Attachments to the entry**

[QI2014\\_023 Schedule 2 Minor Works.pdf](#)

[QI2014\\_023 Schedule 1 Part A Written Description of ILUA Area.pdf](#)

[QI2014\\_023 Schedule 1 Part B Maps of ILUA Area\\_Part1.pdf](#)

[QI2014\\_023 Schedule 1 Part B Maps of ILUA Area\\_Part2.pdf](#)