



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2015/019
<b>Short name</b>	Ergon Energy and Boonthamurra People ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	09/11/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Barcoo Shire Council, Bulloo Shire Council, Quilpie Shire Council

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### Description of the area covered by the agreement

'Native Title Agreement Area' is all of the land and waters comprising the Application area, as described in Part A of Schedule 1 and shown on the map in Part B of Schedule 1 [A copy of Schedule 1 of the agreement is attached to this Register Extract].

'Application area' means the land and waters within the external boundary of the Application.

'Application' means the Boonthamurra People native title determination application QUD435/2006, as amended from time to time.

[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 27,900 sq km and is located approximately 20 km west of Quilpie].

### 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>	Barbara Olsen, Mark Wallace and Barbara Bond on their own behalf and on behalf of the Boonthamurra People
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**Contact address** c/- Queensland South Native Title Services Limited  
PO Box 10832, Adelaide Street  
Brisbane QLD 4000

**Period in which the agreement will operate**

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**Start date** 12/06/2015  
**End date** not specified

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2.1 From the execution date, this Agreement is a binding contract, enforceable by and against all of the Parties and the Native Title Claim Group.

2.2 From the registration date, this Agreement is an Indigenous Land Use Agreement and is binding upon all Parties, the Native Title Claim Group and all persons who assert to hold native title in the Native Title Agreement Area.

'Execution Date' means the date that the last Party signs this Agreement.

'Registration Date' means the date on which details of this Agreement are entered on the Register of Indigenous Land Use Agreements.

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

11.1 The Parties consent to the doing of any particular future act and any class of future acts in this Agreement.

11.3 Part 2 Division 3 Subdivision P of the NTA [which deals with the right to negotiate] does not apply to any future act, to which the Parties have consented, in this Agreement.

11.4 The Native Title Party consents to Ergon Energy and its contractors undertaking the low native title impact activities.

11.5 Ergon Energy will comply with the procedures in Schedule 2 when undertaking low native title impact activities.

11.6 For future acts within the Native Title Agreement Area covered by section 24KA of the NTA other than low native title impact activities:

(a) Ergon Energy will give written notice to the Native Title Party in accordance with section 24KA of the NTA; and

(b) the Parties agree that the future act is not done under this Agreement but is covered by Part 2 Division 3 Subdivision K of the NTA.

11.7 The notice referred to in clause 11.6(a) will:

(a) contain a written description of the location, nature and extent of the future act and be accompanied by a map or plan of the location of the future act; and

(b) provide the Native Title Party with a period of 30 days to provide any comments about the future act.

11.8 If requested by the Native Title Party, Ergon Energy will consult with the Native Title Party about the future act within the period specified in clause 11.7(b).

11.9 If, as a result of any comments or consultations, it is established that native title would be significantly affected by the future act, Ergon Energy will, if reasonably possible, modify its plans to eliminate or minimise the impact on native title.

11.10 The Parties agree that Ergon Energy can conduct activities over extinguished areas and that the Native Title Party's consent is not required.

13.1 Subject to clause 13.2, the Parties authorise and consent to the doing of any future act

(except for the surrender of native title) after the registration date over any part of the Native Title Agreement Area that is Aboriginal land.

13.2 The consent in clause 13.1 is subject to the entity holding the Aboriginal land giving written consent to the future act.

'Low Native Title Impact Activities' means one or more of the activities of the type described in Schedule 2 [Schedule 2 is attached to this Register Extract].

**Attachments to the entry**

[QI2015\\_019 Schedule 1 - Native Title Agreement Area.pdf](#)

[QI2015\\_019 Schedule 2 - Low Native Title Impact Activites.pdf](#)