



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/010
Short name	Juru People and Ergon Energy ILUA
ILUA type	Area Agreement
Date registered	28/07/2014
State/territory	Queensland
Local government region	Burdekin Shire Council, Whitsunday Regional Council

Description of the area covered by the agreement

"Agreement Area" means the Agreement area described in Schedule 1.

[Schedule 1 contains a written description and map of the Agreement Area. A copy of Schedule 1 is attached to this Register Extract.

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:

The agreement covers about 5386 sq km extending from approximately 2.4 km north of Home Hill to approximately 10.7 km east of Bowen.]

Parties to agreement

Applicant

Party name	Ergon Energy Corporation Limited
Contact address	c/- Gilkerson Legal GPO Box 12543 Brisbane QLD 4003

Other Parties

Party name	Juru Enterprises Limited
Contact address	c/- North Queensland Land Council GPO Box 5296 Townsville QLD 4810

Party name	Kyburra Munda Yalga Aboriginal Corporation
Contact address	c/- North Queensland Land Council GPO Box 5296 Townsville QLD 4810

Party name	Ray Gaston, Andrew Morrell, Lenora Aldridge, Margaret Smallwood, Tracey Lampton, Loretta Prior, and Janet Lymburner, for and on behalf of the Juru People
Contact address	c/- North Queensland Land Council GPO Box 5296 Townsville QLD 4810

Period in which the agreement will operate

Start date	not specified
End Date	not specified

3. Commencement

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 17.1 to 17.3, 17.7 and 17.8;
- (c) clauses 18 to 22; and
- (d) Schedules 2 and 3.

3.3 If, after the Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to subclause 12.3 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)

17. Future Acts - Overview

17.1 The Parties consent to the doing of any particular future act and any class of future acts specified in clauses 17 to 23 of this Agreement.

17.2 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 17.2(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 17.2(c) by way of access tracks in existence at the Execution Date ("relevant access tracks");
- (e) subject to clause 23, any future acts on Aboriginal Land subject to the prior written consent of the entity holding the Aboriginal Land having been obtained;
- (f) subject to Cultural Heritage Management Processes stipulated in the Agreement, the grant of any easement, licence or permit over relevant Electricity Infrastructure; and
- (g) when a Determination has been made in relation to the Application, an act over an area that is not specified in the Determination as the subject of a Successful Determination.

17.8 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.

18. Minor Works

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

18.3 The Parties agree to carry out Minor Works referred to in clauses 18.1 and [18.2], in accordance with the procedures which are set out in Schedule 2. [A copy of Schedule 2 is attached to this Register extract].

19. Proposed Electricity Works - Facilities for Services to the Public

19.1 Ergon Energy will, when carrying out any act that is covered by section 24KA of the NTA ensure that the act is done validly for the purposes of the NTA by meeting the requirements set out in this clause.

20. Electricity Infrastructure

20.1 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.

20.2 Despite subclause 20.1, 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.

20.3 Where the Electricity Infrastructure referred to in subclauses 20.1 and 20.2 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.

20.6 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 20.1, 20.2 or 20.3 the Parties consent to and otherwise authorise the grant of those interests.

20.7 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.

21. Other Ergon Energy Interests

21.1 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.

23. Future Acts by Land Trusts

23.2 Subject to subclause 23.3, 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.

23.3 The consent in subclause 23.2 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.

Attachments to the entry

[QI2014_010 Juru and Ergon Energy ILUA Schedule 1 - Written description and Map.pdf](#)

[QI2014_010 Juru and Ergon Energy ILUA Schedule 2 - Minor Works Future Act Procedures.pdf](#)