



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2009/065
Short name	Ergon Energy and Girramay ILUA
ILUA type	Area Agreement
Date registered	27/05/2010
State/territory	Queensland
Local government region	Cassowary Coast Regional Council

Description of the area covered by the agreement

The description of the area covered by the agreement is as appears in Schedule 1 to the Deed of Agreement and is attached below.

Parties to agreement

Applicant

Party name	Ergon Energy Corporation Ltd (ABN 50087646062)
Contact address	c/- McDonnells Law Level 14, BOQ Centre, 259 Queen Street BRISBANE QLD 4000

Other Parties

Party name	Mr Abraham Muriata on behalf of the Girramay People
Contact address	c/- North Queensland Land Council C/- Martin Dore North Queensland Land Council PO Box 679N CAIRNS NORTH QLD 4870

Period in which the agreement will operate

Start date	not specified
End Date	not specified

None specified.

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

Clause 5 – Indigenous Land Use Agreement

5.1 The parties consent to the doing of any particular Future Act and any class of Future Acts covered by but subject to this deed.

5.2 The Future Acts consented to in this Deed are: -

- (a) minor works and maintenance of electricity infrastructure as specified in Schedule 2 of the ILUA;
- (b) access to the ILUA area for the purpose of the activities in (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 (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;

(f) subject to Cultural Heritage Management processes stipulated in the ILUA, the grant of any easement, licence or permit over relevant Electricity Infrastructure or relevant access tracks;

5.10 Part 2 Division 3 Subdivision P of the NTA does not apply to any Future Acts covered by this Deed.

Clause 19 – Future Acts on Aboriginal Land

19.1 The parties intend this clause to operate independently from other consents and authorisations in this Deed.

19.2 Subject to subclause 19.3, 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 ILUA Area that is Aboriginal Land.

19.3 The consent in subclause 19.2 is subject to a condition that, at the time an act is done, the entity holding the Aboriginal Land has given its written consent to the Future Act.

Clause 1 - Definitions

"Aboriginal Land" has the meaning given in the Aboriginal Land Act, 1991;

"Electricity Infrastructure" means "Works" as defined in Section 12(1) of the Electricity Act 1994 and includes

"Operating Works" as defined in Section 12(3) of that Act.

"Minor Works" are described in Schedule 2

[Being:] (a) tree lopping and tree clearing in the immediate vicinity of Electricity Infrastructure or required for the safe operation or use of the Electricity Infrastructure or for public safety in relation to the operation of the Electricity Infrastructure;

(b) repairing any damaged Electricity Infrastructure;

(c) reinstating any damaged or destroyed Electricity Infrastructure to the pre-existing extent;

(d) maintaining Electricity Infrastructure;

(e) inspecting Electricity Infrastructure;

(f) performing any statutory duties or responsibilities under any Act or Regulation;

(g) accessing the ILUA area at reasonable times for the purpose of undertaking anything in paragraphs (a) to (f).

Attachments to the entry

[QI09-65 Ergon Energy Girramay Schedule 1 Part B Written description.pdf](#)

[QI09_65 Schedule 1 - Part B Map.pdf](#)