



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2011/017
<b>Short name</b>	Combined Gungandji People and Ergon Energy ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	03/10/2011
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cairns Regional Council, Yarrabah Aboriginal Shire Council

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## Description of the area covered by the agreement

The agreement identifies that "Agreement Area" means the Agreement Area described in Schedule 1 [of the agreement]. [Schedule 1 of the agreement 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 area subject to this agreement covers about 87 square kilometres, located approximately 8km east of Cairns in the vicinity of Yarrabah.

## 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>	Les Murcha on behalf of the Combined Gungandji People
<b>Contact address</b>	c/- 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

### 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 5.1 to 5.3, 5.9 and 5.10;
- (c) clauses 6 to 10; and
- (d) schedules 2 and 6.

3.3 If, after Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to clause 27.3 of the Agreement, where permitted by Law those terms and conditions which are contained within the clauses and schedules in clause 3.2 of this Agreement remain in force.

### 27. Termination

27.1 Where there is a determination that Native Title does not exist over the whole of the Agreement Area, those provisions of the Agreement which deal with, or relate to Native Title cease to apply or have any effect.

27.2 Where Native Title is:

- (a) surrendered;
- (b) compulsorily acquired; or
- (c) otherwise ceases to exist

over the whole of the Agreement area, the provisions of this Agreement which deal with, or relate to Native Title, cease to apply or have any effect.

27.3 In the instance of this Agreement, once entered onto the Register of Indigenous Land Use Agreements, being subsequently removed from that Register of Indigenous Land Use Agreements, the Agreement will still be binding on the Parties as a legally binding agreement.

27.4 The Agreement may terminate by agreement in writing signed by the Parties.

27.5 When this Agreement is terminated under this clause or any provision of the Agreement ceases to apply or have any effect, however:

- (a) anything previously done under this Agreement continues to have the benefit of being done under this Agreement;
- (b) any liabilities previously incurred under this Agreement are unaffected;
- (c) a Party entitled to a remedy under this Agreement can still pursue that remedy as if this Agreement had not been terminated or the relevant provision had not ceased to apply or have effect; and any waiver of compensation given under clause 7.10 is binding and cannot be revoked or reviewed.

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

### 5. Indigenous Land Use Agreement

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;
- (b) access to the Agreement Area for the purposes of the activities in clause 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 clause 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.

5.10 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. Native Title Party Consent

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. Electricity Infrastructure

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, 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.

### 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"

The following future acts are Minor Works:

- (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) accessing the Agreement Area at reasonable times for the purpose of undertaking anything in paragraphs (a) to (f);
- (g) installation of street light poles and service/intermediate poles that are tied into the existing powerline system in urban areas/town precincts only.

### Attachments to the entry

[QI2011\\_017 Schedule 1 - Map of Agreement Area.pdf](#)

[QI2011\\_017 Schedule 1 - Written Description of Agreement Area.pdf](#)