



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2015/022
<b>Short name</b>	Ergon Energy and Budjiti People ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	06/11/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Bulloo Shire Council, Paroo Shire Council

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## Description of the area covered by the agreement

Clause 1.1 of the agreement defines 'Native Title Agreement Area' as 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 Parts A and B of Schedule 1 is attached to this register extract.

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 area subject to this agreement covers about 16,700 sq km located on the New South Wales and Queensland Border between the townships of Thargomindah and Cunnamulla.]

## Parties to agreement

### *Applicant*

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

### *Other Parties*

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<b>Party name</b>	Dinny McKellar, Philip Eulo, Elizabeth McNiven, Margaret Hearn, Melissa Bryan and Carolyn Hooper on behalf of the Budjiti People QUD53/2007
<b>Contact address</b>	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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<b>Start date</b>	not specified
<b>End Date</b>	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.

## 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 [Native Title Act 1993 (Cth)] does not apply to any future act, to which the Parties have consented, in this Agreement.

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.

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

1. The low native title impact activities are:

(a) inspecting, maintaining, repairing and reinstating electricity infrastructure or access tracks;

(b) tree lopping and tree clearing:

(i) in the immediate vicinity of electricity infrastructure;

(ii) required for the safe operation or use of the electricity infrastructure; or

(iii) required for public health or safety;

(c) installing street light poles and service / intermediate poles that are tied into the existing power line system in urban areas / town precincts;

(d) the performance of statutory duties and responsibilities under the Electricity Act, Electricity Regulation or other laws;

(e) the grant of a lease, easement, permit, licence or other interest to Ergon Energy from the owner or occupier of land for a use of or incidental to the performance of statutory duties and responsibilities under the Electricity Act, Electricity Regulation or other laws;

(f) the exercise by Ergon Energy of any rights or obligations under any way-leave agreement, easement, license, permit or other interest over land or waters;

(g) accessing the Native Title Agreement Area for the purpose of undertaking any low native title impact activity.

### Attachments to the entry

[QI2015\\_022 Schedule 1 Part A Written Description of Agreement Area.pdf](#)

[QI2015\\_022 Schedule 1 Part B Map of Agreement Area.pdf](#)