



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2017/007
<b>Short name</b>	Ergon Energy and Ankamuthi People ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	03/11/2017
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council

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## Description of the area covered by the agreement

"Agreement Area" means the area the subject of this ILUA as described in Schedule 1.

[A map and description of the agreement area is contained in Schedule 1 of the agreement. A copy 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 agreement covers an area located approx. 8km north-east of Mapoon, bordered on the south by the Dulcie River, and an area located approx. 40km south-west of Bamaga, with a total combined size of about 536.74 sq km.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Ergon Energy Corporation Limited ACN 087 646 062
<b>Contact address</b>	c/- Holding Redlich Lawyers Level 1, 300 Queen Street Brisbane QLD 4000

### *Other Parties*

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<b>Party name</b>	Charles Woosup, George Mamosse, Michael Toby, Asai Pablo, Tracey Ludwick, Ella Hart (Deemal), Nelson Stephen, Ben Tamwoy, Catherine Salee, Mark Gebadi on behalf of the Ankamuthi People (QUD6158/1998)
<b>Contact address</b>	c/- Cape York Land Council Aboriginal Corporation ICN 1163 32 Florence Street Cairns QLD 4870

## Period in which the agreement will operate

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<b>Start date</b>	06/06/2017
<b>End Date</b>	not specified

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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 4.6;
- (b) subclauses 5.1 to 5.3, 5.9 and 5.10;
- (c) clauses 6 to 10; and
- (d) Schedules 2 and 3.

3.3 If, after Registration Date, this Agreement is removed from the Register of Indigenous Land Use Agreements pursuant to clause 18.3 of the Agreement, where permitted by Law those terms and conditions which are contained within the clauses and schedules listed in clause 3.2 of this Agreement remain in force.

"Execution Date" means the later of:

- i) the day on which this Agreement is executed by all of the Parties; or
- ii) if this Agreement is executed by all of the Parties but on different days, the last of those days.

"Registration Date" means the date on which details of the Indigenous Land Use Agreement comprised by this Agreement are entered on the Register of Indigenous Land Use Agreements pursuant to section 199B of the NTA.

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

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 reasonably 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) 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.

"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.

## Attachments to the entry

[QI2017\\_007 Schedule 1 Agreement Area.pdf](#)