



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/009
Short name	Nathan Dam, Glebe Weir Raising and Pipelines Project ILUA
ILUA type	Area Agreement
Date registered	05/07/2013
State/territory	Queensland
Local government region	Banana Shire Council, Western Downs Regional Council

Description of the area covered by the agreement

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

'ILUA Area' means the area as described in item 1 of Schedule A (description) and delineated by a map in item 1 of Schedule B (map).

'Surrender Area' means land or waters to be determined by survey but which will be within and not extend beyond the outer boundaries described in item 2 of Schedule A (description) and delineated by a map in item 2 of Schedule B (map).

[A copy of Schedules A and B are attached to this Register extract. The following general description 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 as part of the Register of ILUAs:

The agreement covers about 1,646 sq km in the vicinity of Taroom and Wandoan.]

Parties to agreement

Applicant

Party name	SunWater Limited
Contact address	c/- King & Wood Mallesons Level 33, Waterfront Place 1 Eagle Street Brisbane QLD 4000

Other Parties

Party name Richard Doyle, Patrick Silvester, Kenny Waterton, Eve Fesl, Eddie Waddy, Graham Anderson, Arwa Waterton, Cynthia Kemp, Bradley Curtis, Dena Marie Dodd-Ugle and Heidi Anne-Marie Lawson on their own behalf and on behalf of the Iman People #2 (QUD6162/98; QC97/55)

Contact address c/- Michael Owens Lawyer and Consultant
15 Cahill Street
Aitkenvale BC QLD 4814

Party name Desmond Dodd, Robert Bond, Robert Clancy, Drew Millar, Neil Saltner, Marjorie Reid, Elizabeth Law, Elizabeth Blucher, Annette Fuller, Celeste Williams, Ivan Saltner, Jeffrey Williams, Brian Clancy, Jill Wilson and Elliot Anderson on their own behalf and on behalf of the Wulli Wulli People (QUD6006/00; QC00/7)

Contact address c/- Just Us Lawyers
PO Box 120
Red Hill QLD 4059

Party name State of Queensland acting through the Department of Natural Resources and Mines

Contact address Executive Director
Aboriginal and Torres Strait Islander Land Services
GPO Box 2454
Brisbane QLD 4001

Period in which the agreement will operate

Start date 14/01/2013
End date not specified

2.3 This ILUA commences on the Commencement Date [being 14 January 2013].

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

3. For the purposes of section 24EB(1)(c) of the Native Title Act and regulation 7(5)(b) of the Native Title Regulations, the Parties state that Subdivision P of Division 3 of Part 2 of the Native Title Act is not intended to apply to the grant of the Project Rights or in relation to any of the other Agreed Acts.

8.1(a) Subject to clause 8.1(c), the Parties consent to:

- (i) the doing of the Project;
- (ii) the grant of the Project Rights and the implementation of those Project Rights;
- (iii) the Surrender;
- (iv) of [sic] the doing of any other act necessary or expedient to give effect to the Project and any act necessary to enable the Project to proceed in accordance with all Applicable Laws , Applicable Authorisations and any works necessary or desirable to investigate , implement, develop, construct, install, operate, maintain, repair, replace, further develop and decommission the structures and works comprising or incidental to the Project, in the ILUA Area and agree not to challenge their validity at any time in the future .

...

(c) If the Dam is not the subject of FID on or prior to 31 December 2020, the consents in clause 8.1(a) shall cease to be given by the Parties to the extent these relate to any of the Agreed Acts which have not been done on or prior to that date.

9.1(a) The Parties agree that the Surrender is intended to extinguish any Native Title that may exist in relation to the Surrender Area.

1.1 Defined terms

'Agreed Acts' means the acts consented and agreed to under clause 8.1 and, for the purposes of the definition of Compensation Entitlement and clause 11, also includes:

- (a) the extinguishment of Native Title by the Surrender;
- (b) any other effect on Native Title of the Agreed Acts; and
- (c) any other effect on Native Title of the exercise of or discharge of rights or obligations in connection with the Agreed Acts.

'Project' means all operations proposed or which may be undertaken relating to:

- (a) the investigation, implementation, development, construction, installation, operation, maintenance, repair, replacement, further development and decommissioning of either or both a dam on the Dawson River (the Dam) and a raised Glebe Weir (the Weir), within the ILUA Area, as well as water pipelines from either or both of the Dam and the Weir within the ILUA Area (the Pipelines); and
- (b) all other works and operations which are to be undertaken in relation to or incidental to the investigation, implementation, development, construction, installation, operation, maintenance, repair, replacement, further development and decommissioning of any or all of the Dam, Weir and Pipelines (the Incidental Works) including:
 - (i) the construction, operation and maintenance of any roads, bridges or other means of transport necessary to access any or all of the Dam, Weir and Pipelines or other parts of the Incidental Works;
 - (ii) the clearing of land as necessary for the purposes of any or all of the Dam, Weir and Pipelines and Incidental Works;
 - (iii) the inundation of land with water as a result of the construction and operation of either or both the Dam and the Weir;
 - (iv) the establishment and operation of quarries or the extraction of sand, gravel or rock for the purposes of construction of any or all of the Dam, Weir and Pipelines and Incidental Works;
 - (v) the installation, operation and maintenance of power lines and telecommunication lines as necessary to support any or all of the Dam, Weir and Pipelines and Incidental Works;
 - (vi) the installation, operation and maintenance of trunk and secondary water pipelines and associated infrastructure such as pump stations and balancing storage for the supply of water by the Pipelines;
 - (vii) the relocation of any infrastructure (including roads, pipelines, powerlines, and telecommunication lines) in order to accommodate any or all of the Dam, Weir and Pipelines and Incidental Works;
 - (viii) the construction, operation and maintenance of recreation areas in the vicinity of the [sic] either or both the Dam and the Weir; and
 - (ix) the construction, operation and maintenance of any other building or structures (including office or accommodation buildings) associated with the construction or operation of any or all of the Dam, Weir and Pipelines and any Incidental Works.

'Project Rights' means:

- (a) the Applicable Authorisations; and
- (b) the Freehold.

'Applicable Authorisations' means all authorisations, authorities, rights, tenures, leases, licences, permits, approvals, certificates, consents, directions, titles, renewals or notices from

any Government Authority or governmental or other competent authority which are necessary or desirable for the carrying out of the Project in the ILUA Area or the doing any [sic] other act necessary or expedient to give effect to the Project in the ILUA Area or to enable the Project to proceed in the ILUA Area in accordance with all Applicable Laws...

'Freehold' means a grant in fee simple of some or all of the Surrender Area.

'Surrender' means the surrender to the State of any Native Title in relation to the Surrender Area.

Attachments to the entry

[QI2013_009 Schedule A Description of Area Agreement.pdf](#)

[QI2013_009 Schedule B Map of Area Agreement.pdf](#)