



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2007/025
<b>Short name</b>	Jagera Wyaralong Dam
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	26/02/2008
<b>State/territory</b>	Queensland
<b>Local government region</b>	Scenic Rim Regional Council

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## Description of the area covered by the agreement

'Agreement Area' means the area described and shown in Schedule 1. Schedule 1 includes a map of the agreement area (Wyaralong Dam) and further describes the area of the agreement by reference to a list of coordinates points.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Queensland Water Infrastructure Pty Ltd
<b>Contact address</b>	PO Box 15940 City East Brisbane QLD 4002

### *Other Parties*

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<b>Party name</b>	Clarence Bonner, Kenneth Bonner, James Bonner, Caroline Bonner-Bray, Clarrina McDonald, Tanya Oerterl, Eddie Ruska and Madonna William on their own behalf and on behalf of the Jagera People #2 (consisting of the Jagera, Yuggera and Ugarapul Peoples)
<b>Contact address</b>	40 Childs Road Nudgee QLD 4014

## 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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The term of the agreement commences on execution of the Jagera Wyaralong Dam ILUA and ends on the earlier of either of:

- unless varied in writing by the Parties this Agreement failing to be registered by the Native Title Registrar by 3 March 2008;
- the last of QWI's interests in relation to the Project are surrendered, cancelled or discontinued so long as notice of the relevant surrender, cancellation or discontinuance has been given by QWI to the Native Title Party; or
- the conclusion of decommissioning of Wyaralong Dam and any required rehabilitation of the affected land of the Wyaralong Dam.

The term is outlined in clause 6 of the Jagera Wyaralong Dam ILUA.

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

Clause 4 Consent to Future Acts

## 4.1 Consent

(a) The parties consent to the following acts, whether or not they are Future Acts:

- (i) the grant to QWI of the Project Rights and the implementation of those Project Rights (including, for the avoidance of doubt, the creation, grant, registration or transfer of any Interest in the Agreement Area to QWI);
- (ii) the construction, operation and maintenance of the Project and all works (including Public Works) and Ancillary Works necessary or incidental to the project;
- (iii) the implementation and operation of the Project (including, for the avoidance of doubt, the creation, grant, registration or transfer of any Interest in the Agreement Area to QWI); and
- (iv) the decommissioning of the Project and the required rehabilitation of land affected by the Project.

(b) To the extent this Agreement provides for consent to Future Acts, the Agreement is not intended to provide unnecessary consents over areas within the Agreement Area where Native Title Rights and Interests have been validly extinguished by previous acts of the Commonwealth of Australia and the State, or by operation of the common law.

## 4.2 Project rights and Non-Extinguishment Principle

The parties acknowledge that, in respect of the Agreement Area, the Non-Extinguishment Principle applies to any Project Right when granted, and to any other Future Act consented to under clause 4.1.

### Clause 1.1 Definitions

'Ancillary Works' includes but is not limited to the following works:

- (a) the construction of any roads, bridges or other means of transport necessary to access Wyaralong Dam;
- (b) the clearing of land as necessary for the purposes of Wyaralong Dam;
- (c) the inundation of land with water as a result of the construction of Wyaralong Dam;
- (d) the establishment of quarries for the purposes of construction of Wyaralong Dam;
- (e) the instalment of power lines as necessary to support Wyaralong Dam and associated works;
- (f) the relocation of any existing infrastructure (including roads, pipelines, powerlines and telephone lines) in order to accommodate Wyaralong Dam and associated works; and
- (g) the construction of any other building or structures (including office or accommodation buildings) associated with the construction or operation of Wyaralong Dam and any associated works.

'Project' means the planning, construction, operation, maintenance and ultimate decommissioning of:

- (a) Wyaralong Dam; and
- (b) all other works and operations within the Agreement Area which are to be undertaken in relation to or incidental to the investigation, development, construction, maintenance and ongoing operation of Ancillary Works.

'Project Rights' means any permission, licence, permit, authorisation, approval, Interest, or rearrangement of existing property boundaries which are necessary or desirable for the undertaking of the Project.

### Attachments to the entry

Nil Attachments