



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/028
<b>Short name</b>	Hopevale Congress Body Corporate ILUA - Blockholder Leases
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	16/06/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Hope Vale Aboriginal Shire Council

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## Description of the area covered by the agreement

3.1 This Agreement relates to the Agreement Area. To the extent there is any inconsistency between the written description of the Agreement Area and the map both shown at Schedule 6, the written description prevails.

"Agreement Area" means the part of the DOGIT shown in the description and map at Schedule 6.

"DOGIT" means the land and waters described in Lot 35 Crown Plan BS222 Title Reference 21321062.

[A map and description of the agreement area is contained in Schedule 6 of the agreement. A copy of Schedule 6 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 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 926 sq km, located north of Cooktown in the vicinity of Cape Bedford.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Hopevale Congress Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

### *Other Parties*

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<b>Party name</b>	Dhubbi Warra Aboriginal Corporation RNTBC
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

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<b>Party name</b>	Francis Deemal, Victor Gibson and Brian Cobus
<b>Contact address</b>	Office 5, 92 Charlotte Street Cooktown QLD 4895

## Period in which the agreement will operate

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<b>Start date</b>	08/04/2014
<b>End Date</b>	not specified

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2.1 Subject to clause 2.2 this Agreement commences on the Commencement Date.

2.2 Clauses 7, 8, 9 and 10 commence on the date on which this Agreement is included on the Register.

"Commencement Date" means the date of this Agreement [this is 8 April 2014].

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

7.1 Subject to:

(a) reasonable funding being available to Congress to meet its costs associated with the grant of the Council Leases; and

(b) compliance with this clause 8 [sic],

the Parties consent to the grant of the Council Leases.

7.3 If the Council Leases have not been granted within 24 months of the Commencement Date, the consent set out in clause 8.1 [sic] will expire in relation to any Council Leases that have not been granted by that date.

8.1 Subject to:

(a) reasonable funding being available to Congress to meet its costs associated with the grant of the Blockholders' Leases; and

(b) compliance with this clause 8,

the Parties consent to the grant of the Blockholders' Leases.

8.4 If any Blockholder Leases have not been granted within 24 months of the Commencement Date, the consent set out in clause 9.1 [sic] will expire in relation to any Blockholder Leases that have not been granted by that date.

9.1 The Parties consent to the Road Regularisation.

10.2 Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the doing of the Future acts.

"Blockholders' Leases" means a lease or a number of leases granted to the Blockholders that are substantially in the form of the lease in Schedule 6 when read in conjunction with the Blockholders' Tenures.

"Council Leases" means a lease or a number of leases granted to Council land limited in area to the areas of land in Schedule 4 (and if agreed by Congress upon review of a survey of particular areas may include a buffer of up to 50 metres around the external boundary of each of the mapped areas set out in Schedule 4) and that are substantially in the form of the lease in Schedule 4, otherwise in a form agreed to in writing by both Congress and DAC.

"Road Regularisation" means the lawful opening of the public roads described at Schedule 7 within the Agreement Area.

## Attachments to the entry

[QI2014\\_028 Schedule 6 Map and Description of Agreement Area.pdf](#)