



# Queensland Government Gazette

PUBLISHED BY AUTHORITY

ISSN 0155-9370

VOL. 375]

FRIDAY 5 MAY 2017

## General Gazette Notices

All submissions to the General  
Gazette must be received before  
**12 noon on Wednesdays**

For example:

- Departmental Notices
- Disposal of Unclaimed Goods
- Land sales / Resumption of Land
- Dissolution of Partnership Notices
- Unclaimed Monies

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# Queensland Government Gazette

## NATURAL RESOURCES AND MINES

PUBLISHED BY AUTHORITY

ISSN 0155-9370

**VOL. 375]**

**FRIDAY 5 MAY 2017**

**[No. 1**

### *Acquisition of Land Act 1967*

#### **TAKING OF LAND NOTICE BY THE MINISTER (No 02) 2017**

##### **Short title**

1. This notice may be cited as the *Taking of Land Notice* by the Minister (No 02) 2017.

##### **Land taken [s.9(7) of the Act]**

2. The land described in the Schedule is taken by Moreton Bay Regional Council for road purposes and vests in Moreton Bay Regional Council for an estate in fee simple on and from 5 May 2017.

##### **SCHEDULE**

##### **South Region, Caboolture Office Land Taken**

Acquisition areas within Lot 2 on RP838594 shown on Drawing 16-339-900 (deposited in the Department of Natural Resources and Mines), approximate areas 142 m<sup>2</sup> and 8 m<sup>2</sup>, part of Title Reference 18294207.

##### **ENDNOTES**

1. Made by the Minister on 28 April 2017.
2. Published in the Gazette on 5 May 2017.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference 079/0002620

### *Land Act 1994*

#### **TEMPORARY CLOSING OF ROADS NOTICE (No 06) 2017**

##### **Short title**

1. This notice may be cited as the *Temporary Closing of Roads Notice* (No 06) 2017.

##### **Roads to be temporarily closed [s.98 of the Act]**

2. The road described in the Schedule is temporarily closed.

##### **SCHEDULE**

##### **North Region, Atherton Office**

Areas totalling about 3.474 ha and shown as Lots D and E on AP23108 (locality of Yungaburra) in the Department of Natural Resources and Mines. (2015/001050)

##### **ENDNOTES**

1. Published in the Gazette on 5 May 2017.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

### *Land Act 1994*

#### **REOPENING OF TEMPORARILY CLOSED ROAD NOTICE (No 09) 2017**

##### **Short title**

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice* (No 09) 2017.

##### **Reopening temporarily closed road [s.107 of the Act]**

2. It is declared that the area of land comprised in the former Road Licence mentioned in the Schedule is reopened as road.

##### **SCHEDULE**

##### **South Region, Toowoomba Office**

An area of about 8600 m<sup>2</sup> adjoining Lot 117 on A345 and Lot 118 on SP203198 and shown as Lot C on AP22892, being part of the land contained within former Road Licence No. 0/209941. (2016/006280)

##### **ENDNOTES**

1. Published in the Gazette on 5 May 2017.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

### *Land Act 1994*

#### *Land Regulation 2009*

#### **FORFEITURE NOTICE (No 03) 2017**

##### **Short title**

1. This notice may be cited as the *Forfeiture Notice* (No 03) 2017.

##### **Forfeiture of lease [s.240S of the Land Act 1994 and s.43D(4) of the Land Regulation 2009]**

2. The lease referred to in the Schedule is forfeited for non payment of the rent.

3. The effective date of forfeiture is the date the particulars of the forfeiture are registered in the Leasehold Land Registry.

##### **SCHEDULE**

##### **Central Region, Rockhampton Office**

Non-Competitive Lease No. 0/201759, Lot 1 on MPH306, area of 0.0809 ha.

##### **ENDNOTES**

1. Published in the Gazette on 5 May 2017.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Department of Natural Resources and Mines.
4. File Reference – 2015/004913

*Land Act 1994*  
**OBJECTIONS TO PROPOSED ROAD CLOSURE**  
**NOTICE (No 16) 2017**

**Short title**

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 16) 2017*.

**Application for road closure [s.100 of the Act]**

2. Applications have been made for the permanent closure of the roads mentioned in the Schedule.

**Objections**

3.(1) An objection (in writing) to a proposed road closure mentioned in the Schedule may be lodged with the Regional Service Director, Department of Natural Resources and Mines, at the regional office for the region in which the road is situated.

(2) Latest day for lodgement of objections is **15 June 2017**.

(3) Any objections received may be viewed by other parties interested in the proposed road closure under the provisions of the *Right to Information Act 2009*. If you lodge an objection, please include in your objection letter whether you would like to be consulted if this issue becomes the subject of an access request under the *Right to Information Act 2009*.

**Plans**

4. Inspection of the plans of the proposed road closures may be made at-

- (a) the Department of Natural Resources and Mines Offices at Cairns and Warwick; and
- (b) the Local Government Offices of Douglas Shire, Goondiwindi Regional and Lockyer Valley Regional;

for a particular plan in that district or that local government area.

**SCHEDULE**  
**PERMANENT CLOSURE**  
**North Region, Cairns Office**

1 An area of about 1960 m<sup>2</sup> adjoining the northern boundary of Lot 1 on SP243347 (locality of Wangetti) and shown as plan of Lot 1, proposed permanent road closure on Drawing TSV17083. (2017/000455)

**South Region, Warwick Office**

2 An area of about 1770 m<sup>2</sup> being the road separating Lot 13 on RP32805 from Lot 11 on T1925 (locality of Texas) and shown as road to be closed permanently on Drawing 17/083. (2017/000945)

3 An area of about 2980 m<sup>2</sup> being part of the road adjoining the south-eastern boundary of Lot 760 on CH311024 (locality of Upper Flagstone) and shown as road proposed to be permanently closed on Drawing 17/050. (2017/000449)

**ENDNOTES**

1. Published in the Gazette on 5 May 2017.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.



# Queensland Government Gazette

## TRANSPORT AND MAIN ROADS

PUBLISHED BY AUTHORITY

ISSN 0155-9370

**VOL. 375]**

**FRIDAY 5 MAY 2017**

**[No. 2**

*Acquisition of Land Act 1967*  
*Transport Infrastructure Act 1994*  
*Transport Planning and Coordination Act 1994*

### **TAKING OF LICENCE INTERESTS IN LAND NOTICE (No. 3066) 2017**

#### **Short Title**

1. This notice may be cited as the *Taking of Licence Interests in Land Notice (No. 3066) 2017*.

#### **Licence Interests in Land to be taken s.9(6) of the *Acquisition of Land Act 1967***

2. The licence interests in land described in the Schedule are taken by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland for the purpose of transport, in particular, road purposes, and vests in the State of Queensland.

#### **SCHEDULE**

##### **Licence Interests in Land Taken**

An area of 1348 square metres being part of Lot A on PLP0561 (Lot 508 on DP278713, being 184 square metres) and being part of Lot C on PLP0561 (Lot 509 on DP278713, being 1164 square metres) (being part of Lot 561 on Crown Plan FTY1884 contained in Title Reference: 47542305) being part of Plantation Licence No. 713331865 contained in Title Reference: 45000002.

As shown approximately on Plan R2-1423 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Sunshine Coast Region  
 Bruce Highway (Brisbane – Gympie)  
 Roys Road and Coochin Road – Coochin Creek  
 495/8437

#### **ENDNOTES**

1. Made by the Governor in Council on 27 April 2017.
2. Published in the Gazette on 5 May 2017.
3. Not required to be laid before the Legislative Assembly.

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# Queensland Government Gazette

**LOCAL GOVERNMENT**  
**PUBLISHED BY AUTHORITY**

ISSN 0155-9370

**VOL. 375]**

**FRIDAY 5 MAY 2017**

**[No. 3**

*Sustainable Planning Act 2009*

**IPSWICH CITY COUNCIL PUBLIC NOTICE**  
**ADOPTION OF THE IPSWICH PLANNING SCHEME**  
**PLANNING SCHEME MAJOR AMENDMENT PACKAGE 02/2016**

Notice is given under section 117 of the *Sustainable Planning Act 2009* that on 18 April 2017, Ipswich City Council resolved to adopt major planning scheme amendments to the Ipswich Planning Scheme.

The planning scheme amendments will have effect on and from 8 May 2017. The purpose and general effects of the proposed planning scheme amendments relate to:

- Overlay Map OV3 – Mining Influence Areas in Bundamba, Collingwood Park, Ebbw Vale, Karalee, Mount Marrow, North Ipswich, Purga, Redbank, Swanbank and Walloon.
- Planning Scheme Assessment Triggers and Provisions, involving:
  - clarification of the activities the planning scheme does not encompass and amendment to the ‘Temporary Use’ definition;
  - clarification of assessment criteria for Carrying Out Building Work Not Associated with a Material Change of Use and for Class 10 buildings in Table 11.4.4;
  - making ‘Reconfiguring a Lot’ code assessable in the Character Mixed Use Zone;
  - changes to the assessment triggers for certain business uses in the Rosewood Town Centre Zone and the Township Business Zone; and
  - clarification regarding acoustic barriers and footpaths at the end of culs-de-sac.
- Zoning Maps Z15, Z16 and Z25 to include Special Uses Zones in Bundamba, Bellbird Park and Redbank Plains.
- Strategy Map 2 to reflect the above zoning amendments.
- Overlay Map OV5 – Flooding and Urban Catchment Flow Paths in Silkstone and Bellbird Park.
- Schedule 2 – Character Places to remove the listing at 294 Collingwood Drive, Collingwood Park.
- Schedule 3 – Identified Places of Interest to include a listing at 27 Bailey Street, Collingwood Park.

- Schedule 9 – Exempt Advertising Devices in the Rural and Open Space Areas.

Copies of the planning scheme are available for inspection and purchase at the Planning and Development Counter, Ipswich City Council Administration Building, 45 Roderick Street, Ipswich from Monday, 8 May 2017.

Jim Lindsay  
 CHIEF EXECUTIVE OFFICER

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# Queensland Government Gazette

## GENERAL

PUBLISHED BY AUTHORITY

ISSN 0155-9370

**VOL. 375]**

**FRIDAY 5 MAY 2017**

**[No. 4**

Department of Justice and Attorney-General  
Brisbane, 3 May 2017

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Commissioner for Declarations.

Damien Mealey  
Registrar and Manager  
Justices of the Peace Branch

THE SCHEDULE

Niyati ACHARYA  
Danielle Marie BROOKS  
William Bond CHAMBERLAIN  
Kate Ellen CROWLEY  
Bradley Peter DWYER  
Nathan James ECCLES

Holly Jasmine HELLINGA  
Amy Sue MARR  
Moneesha Amita NAND  
Stephanie Caitlyn OGDEN  
Rebecca Elizabeth PHILIPPE  
Denise Ann ROACH

Joshua James RYAN  
Lauren Joanne RYAN  
Ankit Nareshbhai SHAH  
Veronica VARGA  
Julia Marie WERNER  
Carl Edward WILSON

Department of Justice and Attorney-General  
Brisbane, 3 May 2017

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Commissioner for Declarations.

Damien Mealey  
Registrar and Manager  
Justices of the Peace Branch

THE SCHEDULE

Alfia GINARDI

Noel Garnett HUNTER

Department of Justice and Attorney-General  
Brisbane, 3 May 2017

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Justice of the Peace (Qualified).

Damien Mealey  
Registrar and Manager  
Justices of the Peace Branch

THE SCHEDULE

Rae Lea ANDERSON  
Geoffrey ARMSTRONG  
Robert Sidney BAILEY  
Melina Crystal BERESFORD  
Marvin Remko BLOK  
Deborah Mary BOURNE  
Jessie Anne CAMERON  
Laurene Margaret CAMPBELL  
Alana Alice DARLING  
Bryan Leonard DURHAM  
David Francis EARL  
Kenneth Walter FARMER

Jazlyn Lile HUXLEY  
Christopher Frederick JONES  
Benjamin Lewis KLAEBE  
Shania Lilly MCKECHNIE  
Craig Anthony MCMAHON  
William David NIELSEN  
Teresa Margaret O'BRIEN  
John Joseph O'DWYER  
Prue Maree ORFORD  
Kristina Cassandra PARSONS  
Keith Douglas PATTINGALE  
Robert Kingsley PEDLER

Harry Hartmut RAUKER  
Kimberley Jane RICHARDS  
Daniele RIONDATO  
Stephen Barry SAVAGE  
Dannielle Mary SCOTT  
Svetlana SILVA  
Donna Marie SUTHERLAND  
Duong Anh Kiet VO  
Emily Shu WANG  
Robert Stephen WATSON  
Ayesha Jayanthi WELIANGE  
Richard Shang Rong WU

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Department of Justice and Attorney-General  
Brisbane, 3 May 2017

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Justice of the Peace (Qualified).

Damien Mealey  
Registrar and Manager  
Justices of the Peace Branch

THE SCHEDULE

George Anton BERAN  
Brenda Joyce HENDERSON

Beverley May JAMES  
Judith Anne MUNRO

Bryden Edward WALKER

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Department of Education and Training  
Brisbane, 5 May 2017

His Excellency the Governor, acting by and with the advice of the Executive Council and under the *University of the Sunshine Coast Act 1998*, has approved on 4 May 2017 that Ms Sandra Birkenleigh be appointed as a member of the University of the Sunshine Coast Council from 4 May 2017 up to and including 8 December 2017.

KATE JONES MP

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## NOTIFICATION OF THE FILLING OF ADVERTISED VACANCIES

The following appointments to various positions have been made in accordance with the provisions of the *Public Service Act 2008*.

### NOTIFICATION OF THE FILLING OF APPOINTMENTS PART I

A public service officer, tenured general employee or a tenured public sector employee of a public sector unit listed in schedule 1 of *Public Service Regulation 2008* who wishes to appeal against a promotion listed in Part 1 must give a written Appeal Notice within 21 days following gazettal of the promotion to –

Industrial Registrar  
Industrial Registry  
Email: [qirc.registry@justice.qld.gov.au](mailto:qirc.registry@justice.qld.gov.au)  
Web Address: [www.qirc.qld.gov.au](http://www.qirc.qld.gov.au) for Appeal Notice

For general enquiries prior to lodgement of an appeal:  
Contact PSC Advisory Service 1300 038 472 or email [pscenquiries@psc.qld.gov.au](mailto:pscenquiries@psc.qld.gov.au)

### APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
<b>DEPARTMENT OF COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES</b>				
237302/17	Business Officer, Labrador Child Safety Service Centre, Child Safety – Gold Coast/Beaudesert, Region – South East, Labrador (AO5)	Date of duty	Preece, Jodie Maree	Administration Officer, Labrador Child Safety Service Centre, Child Safety – Gold Coast/Beaudesert, Region – South East, Labrador (AO3)
237270/17	Senior Team Leader, Labrador Child Safety Service Centre, Child Safety – Gold Coast/Beaudesert, Region – South East, Labrador (PO5)	Date of duty	Patten, Kristie Linnett	Child Safety Officer, Labrador Child Safety Service Centre, Child Safety – Gold Coast/Beaudesert, Region – South East, Labrador (PO3)
<b>DEPARTMENT OF EDUCATION AND TRAINING</b>				
CO 234141/17	Team Leader, Accounts Receivable, Accounts Receivable and Banking Unit, Finance Branch, Corporate Services Division, Brisbane (AO5)	12-04-2017	Nicholls, Jason	Finance Officer, Accounts Receivable, Accounts Receivable and Banking Unit, Finance Branch, Corporate Services Division, Brisbane (AO3)
CO 225237/16	Facilities Services Officer, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO3)	10-04-2017	Mullins, Debra	Administration Officer, Infrastructure Business and Operations Support Unit, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO2)
FNR 231381/17	Executive Services Officer, Trinity Bay State High School, Far North Region, State Schools Division, Cairns (AO3)	18-04-2017	Meredith, Carol	Administration Officer, Trinity Bay State High School, Far North Region, State Schools Division, Cairns (AO2)
FNR 231359/17	Community Liaison Officer, Trinity Bay State High School, Far North Region, State Schools Division, Cairns (AO3)	18-04-2017	Innis, Belinda	Administration Officer, Trinity Bay State High School, Far North Region, State Schools Division, Cairns (AO2)
CO 222926/16	Facility Services Officer, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO4)	31-03-2017	Jay, Gayle	Small Schools Business Services Manager, Seville Road State School, Metropolitan Region, State Schools Division, Brisbane (AO3)
CO 222926/16	Facility Services Officer, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO4)	31-03-2017	Anderson, Elizabeth	Facilities Services Officer, Portfolio Establishment Unit, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO3)

**APPOINTMENT PART I - APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
CO 205043/16	Senior Payroll Services Officer, Payroll Services Unit, Human Resources Branch, Corporate Services Division, Brisbane (AO4)	24-04-2017	Witika, Hami	Payroll Services Officer, Payroll Services Unit, Human Resources Branch, Corporate Services Division, Brisbane (AO3)
NCR 245117/17	Head of Department – Resources, Mountain Creek State High School, North Coast Region (HDSRO)	10-07-2017	Buswell, Christopher James	Teacher, Mountain Creek State High School, North Coast Region (AO3/04)

**DEPARTMENT OF ENVIRONMENT AND HERITAGE PROTECTION**

233566/17	Senior Policy and Legislation Officer, Environmental Policy and Legislation, Strategic Environment and Waste Policy, Environmental Policy and Planning, Brisbane City (AO6)	Date of duty	Oliveira De Loreto, Barbara	Policy Officer, Environmental Policy and Legislation, Strategic Environment and Waste Policy, Environmental Policy and Planning, Brisbane (AO5)
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**DEPARTMENT OF HOUSING AND PUBLIC WORKS**

233389/17	Senior Purchasing Officer, South East Queensland Business Directorate, South East Queensland Operations, Building and Asset Services, Brisbane City (AO5)	Date of duty	Clark, Dane	Sourcing Support Officer, Building and Asset Services, Cannon Hill (AO3)
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**DEPARTMENT OF INFRASTRUCTURE, LOCAL GOVERNMENT AND PLANNING**

235759/17	Manager HR, Strategy, Governance and Business Support, Strategy, Governance and Engagement, Brisbane City (AO8)	Date of duty	Mikitis, Heather	Principal HR Consultant, Strategy, Governance and Business Support, Strategy, Governance and Engagement, Brisbane City (AO7)
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**DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL**

235441/17	Human Resources Manager, Office of the Public Guardian, Justice Services, Brisbane City (AO7)	Date of duty	Fellows, Tracey	Senior HR Advisor, Office of the Public Guardian, Justice Services, Brisbane (AO5)
226037/16	Court Services Officer, Magistrates Courts Service, Queensland Courts Service, Justice Services, Brisbane City (AO3)	Date of duty	McSween, Kelly	Administrative Officer, Supreme District and Land Courts Service, Queensland Courts Service, Brisbane (AO2)
232736/17	Program Delivery Officer (Level 2), Woodford Correctional Centre, Custodial Operations, Queensland Corrective Services, Woodford (PO3)	Date of duty	McLaughlin, Allandra	Program Delivery Officer (Level 1), Woodford Correctional Centre, Custodial Operations, Queensland Corrective Services, Woodford (PO2)
232875/17	Principal Project Officer, Systems Development and Support, Office of Fair Trading, Liquor, Gaming and Fair Trading, Brisbane (AO8)	Date of duty	Ketteringham, Kylie	Team Leader, Business Solutions, Information and Technology Partners, Corporate, Department of Agriculture and Fisheries, Brisbane (AO7)

**DEPARTMENT OF NATIONAL PARKS, SPORT AND RACING**

232408/17	Ranger, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Samford Village (OO4)	Date of duty	Frost, Carly	Ranger, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Samford Village (OO3)
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**APPOINTMENT PART I - APPEALABLE**


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Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
232408/17	Ranger, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Bundaberg (OO4)	Date of duty	Sparks, Nicole	Ranger, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Bundaberg (OO3)
235219/17	Senior Project Officer, Operational Support, Technical Services, Park Services, Queensland Parks and Wildlife Service, Brisbane City (AO6)	Date of duty	Gray, Kristie	Senior Project Officer, Planning, Projects Planning and IT, Park Services, Queensland Parks and Wildlife Service, Brisbane (AO5)
232408/17	Ranger, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Various locations, Blackall (OO4)	Date of duty	Jensen, Aaron	Ranger, Glass House, South East Queensland Region, Southern Parks and Forests, Queensland Parks and Wildlife Service, Maleny (OO3)

**DEPARTMENT OF NATURAL RESOURCES AND MINES**

235194/17	Executive Officer, Office of the Executive Director, Operations Support, Natural Resources, Brisbane City (AO6)	Date of duty	Hatfield, Sue	Correspondence Officer, Ministerial and Correspondence Services, Department of Energy and Water Supply, Brisbane City (AO4)
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**QUEENSLAND TREASURY**

233983/17	Manager, Payroll Tax, Office of State Revenue, Brisbane (AO8)	Date of duty	Howard, Lauren	Principal Review Officer, Resolution, Office of State Revenue, Brisbane (AO7)
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**DEPARTMENT OF TRANSPORT AND MAIN ROADS**

234863/17	Team Lead (Application Services), Technology, Information Technology, Corporate, Carseldine (AO7)	Date of duty	Paranagama, Tarindu	Senior Software Developer, NET, Software A, Business Solutions, Information and Technology Partners, Corporate, Department of Agriculture and Fisheries, Brisbane (AO6)
233307/17	Prosecution Advisor, Legislation and Standards, Transport Regulation, Customer Services, Safety and Regulation, Brisbane (AO5)	Date of duty	Graham, Karley	Prosecution Officer, Vehicle Management and Advocacy Transport Regulation, Customer Services, Safety and Regulation, Brisbane (AO4)
230386/16	Regional Program Manager, North Coast and Wide Bay/Burnett Region, Program Delivery and Operations, Infrastructure Management and Delivery, Maroochydore (AO8)	Date of duty	Jarrett, Julie	Principal Program Advisor, National Programs, PD&P Directorate, Portfolio Investment and Programming, Policy, Planning and Investment, Brisbane (AO7)
234831/17	Sourcing Specialist, Performance, Information Technology, Corporate, Carseldine (AO5)	Date of duty	Hintz, Michael	Category officer, Performance, Information Technology, Corporate, Carseldine (AO4)
234185/17	Manager (Project Planning and Corridor Management), North Coast and Wide Bay/Burnett region, Program Delivery and Operations, Infrastructure Management and Delivery, Bundaberg (AO8)	Date of duty	Pfingst, John	Principal Engineer (Civil), Delivery and Operations, Wide Bay / Burnett Region, Program Delivery and Operations, Infrastructure Management and Delivery, Bundaberg (PO5)

## NOTIFICATION OF THE FILLING OF APPOINTMENTS PART II

Appointments have been approved to the undermentioned vacancies.  
Appeals do not lie against these appointments.

### APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
<b>DEPARTMENT OF EDUCATION AND TRAINING</b>			
SER 235019/17	Principal, Kalbar State School, South East Region (SL3)	22-05-2017	Doyle, Angela Sue
<b>DEPARTMENT OF TOURISM, MAJOR EVENTS, SMALL BUSINESS AND THE COMMONWEALTH GAMES</b>			
* 231803/17	General Manager, Industry Development, Tourism, Brisbane (SES2(H))	Date of duty	Anderson, Melanie
# 231491/17	General Manager, Policy and Industry Engagement, Senior Executive Service, Brisbane (SES2(H))	Date of duty	O'Brien, Gayle
* Contract for 6 (six) months.			
# Contract for 3 (three) years with possible extension.			

## GOVERNMENT AND PUBLIC NOTICES IN THE GAZETTES AS FROM 1 JULY 2013 INCLUDES 2.4% CPI INCREASE

	New Price	GST	Total
<b>EXTRAORDINARY GAZETTE - FULL PAGE TEXT</b>			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 227.77	\$ 22.78	\$ 250.55
<b>PROFESSIONAL REGISTER AND LISTS GAZETTES</b>			
Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 135.52	\$ 13.55	\$ 149.07
Formatted electronic files or E-mail (check for compatibility) 51+ pages	\$ 115.42	\$ 11.54	\$ 126.96
<b>NATURAL RESOURCES AND MINES GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE</b>			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 143.79	\$ 14.38	\$ 158.17
<b>LOCAL GOVERNMENT GAZETTE</b>			
Formatted electronic files or E-mail (must be compatible) Full page text	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 264.06	\$ 26.41	\$ 290.47
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
<b>VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE</b>			
<b>GENERAL GAZETTE - FULL PAGE TEXT</b>			
Formatted electronic files or E-mail (must be compatible)	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 264.06	\$ 26.41	\$ 290.47
<b>GENERAL GAZETTE - PER MM TEXT</b>			
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
<b>GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)</b>			
<b>APPOINTMENTS - PART I &amp; PART II</b>			
2 lines	\$ 44.28	\$ 4.43	\$ 48.71
3 lines	\$ 61.99	\$ 6.20	\$ 68.19
4 lines	\$ 79.70	\$ 7.97	\$ 87.67
5 lines	\$ 92.98	\$ 9.30	\$ 102.28
6 lines	\$ 110.69	\$ 11.07	\$ 121.76
7 lines	\$ 123.97	\$ 12.40	\$ 136.37
8 lines	\$ 137.25	\$ 13.73	\$ 150.98
9 lines	\$ 150.54	\$ 15.05	\$ 165.59
<b>SUBMISSION DEADLINES:</b>			
<b>DEPARTMENTAL APPOINTMENT SUBMISSIONS - PART I &amp; PART II</b>	before 12 noon on Tuesday		
<b>GENERAL GAZETTE SUBMISSIONS</b>	before 12 noon on Wednesday		
<b>LOCAL GOVERNMENT GAZETTE SUBMISSIONS</b>	before 12 noon on Wednesday		
<b>EXTRAORDINARY GAZETTE SUBMISSIONS</b>	any day of the week		
For more information regarding Gazette notices, please email: <a href="mailto:gazette@hpw.qld.gov.au">gazette@hpw.qld.gov.au</a> Prices are GST inclusive unless otherwise stated.			



## ELECTORAL COMMISSION OF QUEENSLAND

In accordance with Section 63 of the *Electoral Act 1992*, I have ascertained and set out in Schedule A hereunder, as at the date indicated, the number of electors enrolled in each Electoral District for the State of Queensland and have determined the average district enrolment and the extent to which the number of electors enrolled in each district differs from the average enrolment.

Schedule B indicates the adjusted enrolment for Electoral Districts of 100,000 square kilometres or more in area, being the sum of the number of enrolled electors and the additional large district number as specified in Section 45 of the Act, and the extent to which those districts differ from the average district enrolment in Schedule A.

**Walter van der Merwe**  
Electoral Commissioner

### SCHEDULE A

Electoral District	Enrolment as at 28/04/2017	% Deviation from Average District Enrolment
1 ALBERT	40,678	16.29%
2 ALGESTER	32,875	-6.02%
3 ASHGROVE	32,954	-5.79%
4 ASPLEY	32,009	-8.49%
5 BARRON RIVER	40,537	15.89%
6 BEAUDESERT	39,416	12.68%
7 BRISBANE CENTRAL	37,479	7.15%
8 BROADWATER	35,760	2.23%
9 BUDERIM	35,633	1.87%
10 BULIMBA	36,364	3.96%
11 BUNDABERG	30,449	-12.95%
12 BUNDAMBA	43,642	24.77%
13 BURDEKIN	32,343	-7.54%
14 BURLEIGH	35,987	2.88%
15 BURNETT	35,357	1.08%
16 CAIRNS	37,504	7.22%
17 CALLIDE	30,830	-11.86%
18 CALOUNDRA	36,251	3.64%
19 CAPALABA	33,363	-4.62%
20 CHATSWORTH	35,801	2.35%
21 CLAYFIELD	36,464	4.24%
22 CLEVELAND	36,200	3.49%
23 CONDAMINE	38,058	8.80%
24 COOK*	31,559	-9.78%
25 COOMERA	45,743	30.77%
26 CURRUMBIN	36,234	3.59%
27 DALRYMPLE*	30,302	-13.37%
28 EVERTON	33,068	-5.46%
29 FERNY GROVE	33,264	-4.90%
30 GAVEN	37,187	6.31%
31 GLADSTONE	35,484	1.44%
32 GLASS HOUSE	38,146	9.05%
33 GREENSLOPES	33,054	-5.50%
34 GREGORY*	25,581	-26.87%
35 GYMPIE	35,640	1.89%
36 HERVEY BAY	38,569	10.26%
37 HINCHINBROOK	35,632	1.87%
38 INALA	32,585	-6.84%
39 INDOOROOPILLY	30,196	-13.67%
40 IPSWICH	34,917	-0.18%
41 IPSWICH WEST	36,720	4.98%
42 KALLANGUR	35,285	0.87%
43 KAWANA	38,495	10.05%
44 KEPPEL	37,334	6.73%
45 LOCKYER	35,568	1.68%
46 LOGAN	32,033	-8.42%
47 LYTTON	33,893	-3.11%



Electoral District	Enrolment as at 28/04/2017	% Deviation from Average District Enrolment
48 MACKAY	29,589	-15.41%
49 MANSFIELD	30,476	-12.87%
50 MAROOCHYDORE	38,440	9.89%
51 MARYBOROUGH	36,788	5.17%
52 MERMAID BEACH	36,382	4.01%
53 MIRANI	34,212	-2.19%
54 MOGGILL	33,499	-4.23%
55 MORAYFIELD	35,623	1.84%
56 MOUNT COOT-THA	32,401	-7.37%
57 MOUNT ISA*	19,439	-44.43%
58 MOUNT OMMANEY	32,067	-8.33%
59 MUDGEERABA	36,516	4.39%
60 MULGRAVE	32,464	-7.19%
61 MUNDINGBURRA	29,858	-14.64%
62 MURRUMBA	44,740	27.90%
63 NANANGO	35,646	1.91%
64 NICKLIN	37,436	7.02%
65 NOOSA	38,043	8.76%
66 NUDGEE	36,828	5.29%
67 PINE RIVERS	35,479	1.43%
68 PUMICESTONE	39,599	13.21%
69 REDCLIFFE	35,641	1.89%
70 REDLANDS	37,022	5.84%
71 ROCKHAMPTON	33,338	-4.69%
72 SANDGATE	34,106	-2.50%
73 SOUTH BRISBANE	37,315	6.68%
74 SOUTHERN DOWNS	34,868	-0.32%
75 SOUTHPORT	36,572	4.55%
76 SPRINGWOOD	33,516	-4.18%
77 STAFFORD	33,167	-5.18%
78 STRETTON	32,893	-5.96%
79 SUNNYBANK	30,405	-13.08%
80 SURFERS PARADISE	36,158	3.37%
81 THURINGOWA	35,145	0.47%
82 TOOWOOMBA NORTH	35,648	1.91%
83 TOOWOOMBA SOUTH	34,699	-0.80%
84 TOWNSVILLE	33,575	-4.01%
85 WARREGO*	27,228	-22.16%
86 WATERFORD	37,735	7.88%
87 WHITSUNDAY	38,562	10.24%
88 WOODRIDGE	32,648	-6.66%
89 YEERONGPILLY	34,936	-0.12%
STATE-TOTAL	3,113,145	
AVERAGE ENROLMENT	34,979	

\*Electoral Districts of 100,000 sq kms or more in area

**SCHEDULE B  
ENROLMENT FOR  
ELECTORAL DISTRICTS OF 100,000 SQUARE KILOMETRES OR MORE IN AREA**

District Name	Area (Sq Kms)	2% of Area	Actual Enrolment as at 28/04/2017	Weighted Enrolment	% Deviation from Average District
COOK	196,805.00	3,936	31,559	35,495	1.48%
DALRYMPLE	105,337.00	2,107	30,302	32,409	-7.35%
GREGORY	327,212.00	6,544	25,581	32,125	-8.16%
MOUNT ISA	570,502.00	11,410	19,439	30,849	-11.81%
WARREGO	279,546.00	5,591	27,228	32,819	-6.18%



Department of Justice and Attorney-General  
Brisbane, 28 April 2017

*Associations Incorporation Act 1981*

**It is notified that:**

1. pursuant to Section 94 paragraph (a) of the *Associations Incorporation Act 1981*, the property of the former association Moranbah Pottery Association Inc. (former incorporation number IA13812) is vested in the Public Trustee as at 8:00am, 5 May 2017; and
2. pursuant to Section 94 paragraph (c) of the *Associations Incorporation Act 1981*, the property of the former association Moranbah Pottery Association Inc. (IA13812), vested in the Public Trustee as per 1 above, be vested in the Dysart Pottery Club Inc. (IA08986) for the purposes of the furtherance of its objects

Pat Tully  
Delegate of the Chief Executive

**NOTIFICATION OF SCHOOL COUNCILS APPROVED UNDER THE  
*EDUCATION (GENERAL PROVISIONS) ACT 2006***

The Humpybong State Independent Public School Council was established and approved on 26 April, 2017 by the Principal, Humpybong State School (as delegate of the Chief Executive, Department of Education and Training to approve the school council) under the *Education (General Provisions) Act 2006* to take effect from the date of gazettal.

**NOTIFICATION OF SCHOOL COUNCILS APPROVED UNDER THE  
*EDUCATION (GENERAL PROVISIONS) ACT 2006***

The Manly West State School Council was established and approved on 2 May 2017 by the Principal, Lisa Morrison (as delegate of the Chief Executive, Department of Education and Training to approve the school council) under the *Education (General Provisions) Act 2006* to take effect from the date of gazettal.

*Education (General Provisions) Act 2006*

**SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)**

In accordance with Chapter 8, Part 3 Section 170, of the *Education (General Provisions) Act 2006*, new School EMP for the following school has been approved by a delegate of the Chief Executive of the Department of Education and Training:

**Region:** South East  
**School:** Coombabah State High School (new)

Copies of School EMPs are available for public inspection, without charge, during normal business hours at the department's head office, and accessible on the department's website at <http://education.qld.gov.au/schools/catchment>

*Statutory Bodies Financial Arrangements Act 1982*

**GENERAL APPROVAL UNDER PART 9 DIVISION 2**

**Approval**

- Pursuant to sections 61A and 70 of the *Statutory Bodies Financial Arrangements Act 1982* (SBFA Act), I hereby grant a general approval for the Queensland Performing Arts Trust (QPAT) to enter into type 2 financial arrangements to provide financial accommodation towards performing arts productions, of an amount up to \$1 million per production.

**Effective Date**

- This general approval will be effective from the date it is gazetted in accordance with section 70(1) of the SBFA Act.

**Delegation**

- The power to grant this approval is exercised pursuant to the delegation to the Under Treasurer executed by the then Deputy Premier, Treasurer and Minister for State Development, Trade and Innovation under section 76(2) of the SBFA Act on 23 March 2006.

**Conditions**

- This approval is subject to the following conditions:
  - QPAT only contracts to provide financial accommodation for performing arts productions which will be performed at the Queensland Performing Arts Centre;
  - QPAT only enters into a financial accommodation agreement after the execution of the venue hire agreement for the Brisbane season of the production;
  - QPAT only contracts to provide financial accommodation of an amount which:
    - (i) is no more than an amount equivalent to QPAT's venue hire charges under the venue hire agreement for the Brisbane season of the production; and
    - (ii) has Board approval.

Jim Murphy  
Under Treasurer

**NOTIFICATION OF APPROVED FORMS UNDER THE  
*RADIATION SAFETY ACT 1999***

**Commencement**

The following forms have been approved by the chief executive or delegate, Department of Health.

**Forms approved**

The following forms have been approved –

Form No.	Version No.	Form Heading	Implement date
3F	1.0	Application for a Licence to Use Laser Apparatus – Cosmetic Purposes	30 April 2017
3	2.2	Application for a Licence to Use Laser Apparatus – Cosmetic Purposes (Trainee)	30 April 2017

**Availability of Forms**

A copy of these forms may be obtained from the Department of Health internet site at <http://www.health.qld.gov.au/radiationhealth/>

*Acquisition of Land Act 1967*

**TAKING OF LAND NOTICE (No. 01) 2017**

**Short Title**

1. This notice may be cited as the *Taking of Land Notice (No. 01) 2017*.

**Land Taken (s.15D of the Act)**

2. Following agreement in writing, the land described in the Schedule is taken by Rockhampton Regional Council for Drainage Purposes and vests in Rockhampton Regional Council for an estate in fee simple on and from 5 May 2017.

**SCHEDULE  
Land Taken**

Lot 443 on RP615585 (to be registered in the Land Registry) area of 605 square metres, Title Reference 30508065.

**ENDNOTES**

1. Published in Gazette on 5 May 2017.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Rockhampton Regional Council.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY  
TOOWOOMBA REGIONAL COUNCIL 2017****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Toowoomba Regional Council 2017*.

**Easement taken [ss.6 and s.15D of the Act]**

2. The easement described in Schedule 2 is taken by Toowoomba Regional Council for flood mitigation and vests in Toowoomba Regional Council on and from 5 May 2017.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by each easement include the matters set out in Schedule 1.

**SCHEDULE 1****(The rights and obligations to be conferred and imposed by the Easement)**

1. The Grantee has the right to enter upon the servient tenement for the purposes of constructing, using and maintaining drains, pipelines, flood protection and flood mitigation devices for the purpose of conveying water and drainage (including stormwater) and all kinds of waste across the servient tenement.
2. The Grantee and its employees, agents and other authorised persons has the right to: -
  - (a) construct, add to, remove, inspect, maintain and repair the drains, pipelines, flood protection and flood mitigation devices and to lay new pipelines and devices in addition or in substitution;
  - (b) do all such other works and things through, across, in or under the servient tenement as are incidental to the proper exercise of the rights granted;
  - (c) clear and keep clear the servient tenement by any means or method and to cut and remove timber, trees and undergrowth from the servient tenement and to burn off such timber, trees and undergrowth;
  - (d) construct and maintain such access tracks, gates and works as the Grantee may consider necessary on the servient tenement;
  - (e) ingress and egress to and from the servient tenement, to and from the nearest dedicated road over such lands of the Grantor adjoining or adjacent to the servient tenement as is reasonable in order to exercise the rights of ingress and egress;
  - (f) for the purposes of gaining access to the servient tenement the Grantee is entitled to: -
    - (i) destroy and remove any buildings or structures on the servient tenement (in which case it is not liable for any damage or to reinstate), and
    - (ii) pull down or break open any fencing or other improvements on or adjacent to, the servient tenement.

The Grantee must re-instate with materials and workmanship not less than the quality of the materials and workmanship in the existing fence any fences so damaged.

Notwithstanding this clause 2(f) Council agrees to reinstate any damage caused to the surface of the land as a result of works required to install and maintain the drains and pipelines, or the exercise by the Grantee of the rights in the clause 1 thereof.

3. All pipes, equipment and fittings installed by the Grantee in or place upon the servient tenement remain the property of the Grantee.
4. Save for the right of the Grantor to permit the parking of vehicles on the servient tenement, the Grantor must not at any time: -
  - (a) erect any buildings or structures (other than open-style fences) or undertake any other works on the servient tenement or any part thereof or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the said drain, drains, pipeline or pipelines, flood protection and flood mitigation devices and the proper and effective use thereof by the Grantee;

- (b) remove or stockpile (or permit the removal or stockpiling of) any soil, sand, gravel, or other substance or material on the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee; or
- (c) interfere with, damage, or destroy any vegetation (excluding regular mowing of grass, and removal of weeds and other pest species) that may serve a useful purpose in reducing erosion of the servient tenement without the Grantee's consent.

5. The benefit and burden of the easement hereby granted passes with and binds the servient tenement so as to inure to and bind all persons deriving title from and under the Grantee and Grantor. The benefit and the burden of the covenants, agreements and stipulations of this instrument shall pass with and bind the dominant tenement and the servient tenement respectively so as to ensure to and bind all persons deriving title thereto or any part thereof from or under the Grantor and the Grantee respectively. Upon a Grantor or a Grantee ceasing to be a registered proprietor then upon such cessation such party shall cease to be liable under this easement save for any existing breach or existing obligation accrued at that time.
6. The Grantee indemnifies and agrees to keep indemnified the Grantor in respect of any damage, loss or injuries suffered by the Grantor and arising out of negligent use of the servient tenement by the Grantee, its servant's agents or any other person authorised by the Grantee or the breach by the Grantee of this Easement.
7. Subject to clause 6, the Grantee's statutory obligation (if any) to contribute to upkeep of the easement is excluded. Subject to clause 6, the parties agree that subject to clause 4 there is no obligation on the Grantor to maintain the easement in any particular state.
8. All drains and pipelines, and any new pipelines in addition or substitution thereof, shall be underground and be of sufficient depth so as to comply with the applicable design standards and guidelines and allow a sealed car park (and any necessary lighting and signs) to be erected by the Grantor at the Grantor's expense (or the Grantee where any obligation by the Grantee to erect a car park exists).
9.
  - (a) the Grantor must obtain written consent from the Grantee prior to carrying out any works on the servient tenement (including installing any lighting or signs touching the surface of the easement) and must give the Grantee details of the location and depth of such works.
  - (b) the Grantee must consent to any application by the Grantor under this clause if the proposed works will not interfere with any of the Grantor's drains, pipelines, fittings or other equipment on the easement.
  - (c) Consent under clause 9(b) is not (nor is to be deemed to be, nor does it fetter the rights and obligations of the Grantee, while the Grantee is the assessing authority under the *Sustainable Planning Act 2009* (Qld) for use or works of that kind) an approved under the *Sustainable Planning Act 2009* (Qld).

**SCHEDULE 2****Easement Taken**

1. Easement L on SP267310 (to be registered in the Land Registry), having an area of 745m<sup>2</sup> in proposed Lot 9 on SP267307 (to be registered in the Land Registry), being part of Lot 9 on SP189261, Title Reference 50611938.

**ENDNOTES**

1. Made by Toowoomba Regional Council on 5 May 2017.
2. Published in the Gazette on 5 May 2017.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is Toowoomba Regional Council.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY  
TOOWOOMBA REGIONAL COUNCIL 2017****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Toowoomba Regional Council 2017*.

**Easement taken [ss.6 and s.15D of the Act]**

2. The easement described in Schedule 2 is taken by Toowoomba Regional Council as an easement for the construction and maintenance of an underground sewer pipe and vests in Toowoomba Regional Council on and from 5 May 2017.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by each easement include the matters set out in Schedule 1.

**SCHEDULE 1****(The rights and obligations to be conferred and imposed by the Easement)**

1. The Grantee has the right to enter upon the servient tenement for the purposes of constructing, using and maintaining drains and pipelines, for the purpose of conveying water and drainage and all kinds of waste across the servient tenement.
2. The Grantee and its employees, agents and other authorised persons has the right to: -
  - (a) construct, add to, remove, inspect, maintain and repair the drains, pipelines, flood protection and flood mitigation devices and to lay new pipelines and devices in addition or in substitution;
  - (b) do all such other works and things through, across, in or under the servient tenement as are incidental to the proper exercise of the rights granted;
  - (c) clear and keep clear the servient tenement by any means or method and to cut and remove timber, trees and undergrowth from the servient tenement and to burn off such timber, trees and undergrowth;
  - (d) construct and maintain such access tracks, gates and works as the Grantee may consider necessary on the servient tenement;
  - (e) ingress and egress to and from the servient tenement, to and from the nearest dedicated road over such lands of the Grantor adjoining or adjacent to the servient tenement as is reasonable in order to exercise the rights of ingress and egress;
  - (f) for the purposes of gaining access to the servient tenement the Grantee is entitled to: -
    - (i) destroy and remove any buildings or structures on the servient tenement (in which case it is not liable for any damage or to reinstate), and
    - (ii) pull down or break open any fencing or other improvements on or adjacent to, the servient tenement.

The Grantee must re-instate with materials and workmanship not less than the quality of the materials and workmanship in the existing fence any fences so damaged.

Notwithstanding this clause 2(f) Council agrees to reinstate any damage caused to the surface of the land as a result of works required to install and maintain the drains and pipelines, or the exercise by the Grantee of the rights in the clause 1 thereof.

3. All pipes, equipment and fittings installed by the Grantee in or place upon the servient tenement remain the property of the Grantee.
4. Save for the right of the Grantor to permit the parking of vehicles on the servient tenement, the Grantor must not at any time: -
  - (a) erect any buildings or structures (other than open-style fences) or undertake any other works on the servient tenement or any part thereof or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the said drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee.
  - (b) remove or stockpile (or permit the removal or stockpiling of) any soil, sand, gravel, or other substance or material

on the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee; or

- (c) interfere with, damage, or destroy any vegetation (excluding regular mowing of grass, and removal of weeds and other pest species) that may serve a useful purpose in reducing erosion of the servient tenement without the Grantee's consent.
5. The benefit and burden of the easement hereby granted passes with and binds the servient tenement so as to inure to and bind all persons deriving title from and under the Grantee and Grantor. The benefit and the burden of the covenants, agreements and stipulations of this instrument shall pass with and bind the dominant tenement and the servient tenement respectively so as to ensure to and bind all persons deriving title thereto or any part thereof from or under the Grantor and the Grantee respectively. Upon a Grantor or a Grantee ceasing to be a registered proprietor then upon such cessation such party shall cease to be liable under this easement save for any existing breach or existing obligation accrued at that time.
  6. The Grantee indemnifies and agrees to keep indemnified the Grantor in respect of any damage, loss or injuries suffered by the Grantor and arising out of negligent use of the servient tenement by the Grantee, its servant's agents or any other person authorised by the Grantee or the breach by the Grantee of this Easement.
  7. Subject to clause 6, the Grantee's statutory obligation (if any) to contribute to upkeep of the easement is excluded. Subject to clause 6, the parties agree that subject to clause 4 there is no obligation on the Grantor to maintain the easement in any particular state.
  8. All drains and pipelines, and any new pipelines in addition or substitution thereof, shall be underground and be of sufficient depth so as to allow a sealed car park (and any necessary lighting and signs) to be erected by the Grantor at the Grantor's expense (or the Grantee where any obligation by the Grantee to erect a car park exists). This clause does not apply to any covered manholes.
  9. Notwithstanding any other term of this Easement all works performed by or on behalf of the Grantee shall be performed in such a manner as to minimise disruption to the operation of the dominant tenement as a shopping centre.

**SCHEDULE 2****Easement Taken**

1. Easement J on SP267309 (to be registered in the Land Registry) having an area of 72m<sup>2</sup>, in proposed Lot 9 on SP267307 (to be registered in the Land Registry), being part of Lot 9 on SP189261, Title Reference 50611938.
2. Easement K on SP267309 (to be registered in the Land Registry) having an area of 98m<sup>2</sup>, in proposed Lot 9 on SP267307 (to be registered in the Land Registry), being part of Lot 9 on SP189261, Title Reference 50611938.

**ENDNOTES**

1. Made by Toowoomba Regional Council on 5 May 2017.
2. Published in the Gazette on 5 May 2017.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is Toowoomba Regional Council.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE BY  
TOOWOOMBA REGIONAL COUNCIL 2017****Short title**

1. This notice may be cited as the *Taking of Easement Notice by Toowoomba Regional Council 2017*.

**Easement taken [ss.6 and s.15D of the Act]**

2. The easement described in Schedule 2 is taken by Toowoomba Regional Council as an easement for access, sewerage and drainage and vests in Toowoomba Regional Council on and from 5 May 2017.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by each easement include the matters set out in Schedule 1.

**SCHEDULE 1****(The rights and obligations to be conferred and imposed by the Easement)**

1. The Grantee has the right to enter upon the servient tenement for the purposes of constructing, using and maintaining drains and pipelines for the purpose of conveying water and drainage (including stormwater) and all kinds of waste across the servient tenement.
2. The Grantee is granted a right of way thoroughfare over described as Easement BB on SP267306 which includes the right to pass over, manoeuvre and turn around with or without vehicles, loaded or otherwise, for all lawful purposes.
3. The Grantee and its employees, agents and other authorised persons has the right to: -
  - (a) construct, add to, remove, inspect, maintain and repair the drains, pipelines, flood protection and flood mitigation devices and to lay new pipelines and devices in addition or in substitution;
  - (b) do all such other works and things through, across, in or under the servient tenement as are incidental to the proper exercise of the rights granted;
  - (c) clear and keep clear the servient tenement by any means or method and to cut and remove timber, trees and undergrowth from the servient tenement and to burn off such timber, trees and undergrowth;
  - (d) construct and maintain such access tracks, gates and works as the Grantee may consider necessary on the servient tenement (subject to the right of the Grantor to remove (but reinstate any gates) the same in order to construct the accessway referred to in clause 8 thereof)
  - (e) ingress and egress to and from the servient tenement, to and from the nearest dedicated road over such lands of the Grantor adjoining or adjacent to the servient tenement as is reasonable in order to exercise the rights of ingress and egress;
  - (f) for the purposes of gaining access to the servient tenement the Grantee is entitled to: -
    - (i) destroy and remove any buildings or structures on the servient tenement (in which case it is not liable for any damage or to reinstate), and
    - (ii) pull down or break open any fencing or other improvements on or adjacent to, the servient tenement.

The Grantee must re-instate with materials and workmanship not less than the quality of the materials and workmanship in the existing fence any fences so damaged.

Notwithstanding this clause 2(f) Council agrees to reinstate any damage caused to the surface of the land as a result of works required to install and maintain the drains and pipelines, or the exercise by the Grantee of the rights in the clause 1 thereof.

4. All pipes, equipment and fittings installed by the Grantee in or place upon the servient tenement remain the property of the Grantee.

5. The Grantor must not at any time: -
  - (a) subject to clause 10, erect any buildings or structures (other than fences) on the servient tenement or any part thereof or otherwise permit the servient tenement or any part thereof to be used in such a way as to obstruct or interfere with the said drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee;
  - (b) remove or stockpile (or permit the removal or stockpiling of) any soil, sand, gravel, or other substance or material on the servient tenement or construct any roads, dam walls or other earthworks on the servient tenement which would in any way obstruct or interfere with the drain, drains, pipeline or pipelines or the proper and effective use thereof by the Grantee; or
  - (c) interfere with, damage, or destroy any vegetation (excluding regular mowing of grass, and removal of weeds and other pest species) that may serve a useful purpose in reducing erosion of the servient tenement without the Grantee's consent.
6. The benefit and burden of the easement hereby granted passes with and binds the servient tenement so as to inure to and bind all persons deriving title from and under the Grantee and Grantor. The benefit and the burden of the covenants, agreements and stipulations of this instrument shall pass with and bind the dominant tenement and the servient tenement respectively so as to ensure to and bind all persons deriving title thereto or any part thereof from or under the Grantor and the Grantee respectively. Upon a Grantor or a Grantee ceasing to be a registered proprietor then upon such cessation such party shall cease to be liable under this easement save for any existing breach or existing obligation accrued at that time.
7. The Grantee indemnifies and agrees to keep indemnified the Grantor in respect of any damage, loss or injuries suffered by the Grantor and arising out of negligent use of the servient tenement by the Grantee, its servant's agents or any other person authorised by the Grantee or the breach by the Grantee of this Easement.
8. Subject to clause 7, the Grantee's statutory obligation (if any) to contribute to upkeep of the easement is excluded. Subject to clause 7, the parties agree that subject to clause 4 there is no obligation on the Grantor to maintain the easement in any particular state.
9. Subject to first obtaining any approvals required under the *Sustainable Planning Act 2009* (Qld), the Grantor may construct a sealed pavement (and any necessary lighting, signage and draining) for car parking at its own expense and in accordance with the applicable design standards and guidelines after the Grantee has exercised its right to construct the services referred to in clause 1. All drains, pipelines and all new pipelines in addition to or substitution thereof shall be underground and be of sufficient depth so as to allow a sealed pavement (and any necessary lighting, signage and draining) to be erected by the Grantor.
10. Subject to first obtaining any approvals required under the *Sustainable Planning Act 2009* (Qld), the Grantor may construct and use a sealed car parking referred to in clause 9 in the servient tenement – services provided either: -
  - (a) the area over which the car parking is constructed is not in the part of the servient tenement – access over which the Grantee has an easement of right of way; or
  - (b) the Grantor receives the Grantee's prior written consent.

**SCHEDULE 2****Easement Taken**

1. Easement B on SP267306 (to be registered in the Land Registry) having an area of 370m<sup>2</sup>, being part of Lot 8 on RP891686, Title Reference 50076794.

**ENDNOTES**

1. Made by Toowoomba Regional Council on 5 May 2017.
2. Published in the Gazette on 5 May 2017.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is Toowoomba Regional Council.

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*Acquisition of Land Act 1967***TAKING OF LAND NOTICE BY  
TOOWOOMBA REGIONAL COUNCIL 2017****Short title**

1. This notice may be cited as the *Taking of Land Notice by Toowoomba Regional Council 2017*.

**Land taken [s.15D of the Act]**

2. The land described in the Schedule is taken by Toowoomba Regional Council for flood mitigation purposes and vests in Toowoomba Regional Council for an estate in fee simple on and from 5 May 2017.

**SCHEDULE****Land Taken**

Proposed Lot 88 on SP267307 (to be registered in the Land Registry) having an area of area 334m<sup>2</sup> and being part of Lot 9 on SP189261, Title Reference 50611938.

**ENDNOTES**

1. Made by Toowoomba Regional Council on 5 May 2017.
  2. Published in the Gazette on 5 May 2017.
  3. Not required to be laid before the Legislative Assembly.
  4. The administering agency is Toowoomba Regional Council.
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*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE EAS 1029 (2017)****Short title**

1. This notice may be cited as the *Taking of Easement Notice EAS 1029 (2017)*

**Easement taken [ss.6 and 15 (d) of the Act]**

2. The easement described in Schedule 2 is taken by Northern SEQ Distributor-Retailer Authority (trading as Unitywater) for Access to the Sewerage Pump Station described as SPS KEN174 for the provision of waste water services and vests in Northern SEQ Distributor-Retailer Authority (trading as Unitywater) on and from 5 May 2017.

**Rights and obligations**

3. That the rights and obligations conferred and imposed by the Easement include the matters set out in Schedule 1.

**SCHEDULE 1****1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Easement unless the context or subject matter require otherwise:

- (a) Easement Land means that part of the land over which this easement is taken;
- (b) Matter means buildings, structures or other materials or things erected, placed, found or installed upon the Easement Land and includes trees and plants within the Easement Land;
- (c) Owner means any person who has an estate, interest, right, power or privilege in, over, or in relation to the land subject to the Easement Land and that person's administrators, assignees and successors; and
- (d) **Relevant Works** means:
  - (i) where the purpose of this Easement is "Sewerage":  
sewer(s) and/or pipeline(s) for the purpose of conveying sewerage and all kinds of waste through, across or under the Easement Land together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of such things; and
  - (ii) where the purpose of this Easement is "Water Supply":  
water reticulation mains and/or pipelines for the purpose of conveying water supplied by Unitywater through, across or under the Easement Land together with manholes, stopcocks, meters, pressure control devices, pumps and/or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things; and
- (e) **Unitywater** means:
  - (i) The Northern SEQ Distributor-Retailer Authority (trading as Unitywater) established under section 8 of the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* and its assignees and successors; and
  - (ii) If the context permits, Authorised Persons.

**1.2 Interpretation**

In this Easement:

- (a) a reference to a statute includes Orders in Council, Proclamations, Regulations, Rules, Local Laws and Ordinances made under the statute and any

statute amending, consolidation or replacing the statute;

- (b) headings have been included for ease of reference and guidance and this Easement is to be construed without reference to them;
- (c) the singular number includes the plural and vice versa;
- (d) words importing a masculine gender includes all other genders; and
- (e) words importing persons include companies and corporations and vice versa;
- (f) if a covenant contained in this Easement is or becomes invalid or unenforceable, the remaining covenants contained in this Easement remain in full force and effect; and
- (g) if a party to this Easement comprises two or more legal entities, the covenants contained in this Easement bind each of them jointly and severally.

**2. RIGHTS OF UNITYWATER****2.1 Access**

Where the purpose of this Easement includes Access, the following will apply:

The Owner grants to Unitywater the full and free right and liberty at all times, after the date of this Easement, to enter upon and remain, pass and repass on and over the Easement Land at will and as often as the occasion requires, with employees, agents and contractors and other persons authorised by Unitywater and with or without vehicles, plant and equipment of any description whatsoever.

**2.2 Sewerage or Water Supply or Both**

Where the purpose of this Easement includes Sewerage or Water Supply or both the following will apply

The Owner grants Unitywater the full and free right and liberty at all times, after the date of this Easement, to enter upon the Easement Land for the purposes of constructing and thereafter forever using and maintaining the Relevant Works as it shall from time to time think fit and in so doing, Unitywater by its employees, agents and other persons authorised by Unitywater has the right to:

- (a) construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where thought fit by Unitywater to remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- (b) to change the size and number of any pipes which form part of the Relevant Works;
- (c) dig into, sink shafts in, and erect scaffolding upon the Easement Land and to open and break up the soil of the Easement Land or any part of the Easement Land including its sub-surface;
- (d) remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- (e) clear and keep clear the Easement Land by any means or method and to cut and remove timber, trees and undergrowth from the Easement Land and to burn off such timber, trees and undergrowth;
- (f) construct and maintain on the Easement Land such access tracks, gates and appurtenant works as it considers necessary;
- (g) enter upon and remain, pass and repass on and over the Easement Land for all or any of the purposes aforesaid with or without vehicles, plant and equipment of any description whatsoever;
- (h) enter and exit to and from the Easement Land over such part or parts of the Owner's land adjoining or adjacent to the Easement Land as is reasonably required by Unitywater and Unitywater shall consider most convenient or necessary for the purpose of passing between the Easement Land and the most

convenient point of entry to or exit from the Owner's land (whether adjoining a constructed road or not);

- (i) do such other works and things through, across, in or under the Easement Land as are incidental to the proper exercise of the rights granted to Unitywater under this Easement; and
- (j) use such part or parts of the Owner's land immediately adjacent to or adjoining either side of the Easement Land as may be reasonably required by Unitywater for the proper exercise of the rights granted to Unitywater under this Easement.

### 3. **PROPERTY IN RELEVANT WORKS**

The Relevant Works are and remain the property of Unitywater notwithstanding any actual or apparent affixing to the Easement Land. Unitywater shall be solely responsible, for the operation and maintenance of all Relevant Works.

### 4. **FENCING**

#### 4.1 **Removal**

For the purpose of gaining access to the Easement Land, Unitywater may demolish or break open any fencing on or adjacent to the Easement Land. However, if livestock are contained within the fenced area, Unitywater must give reasonable notice to the Owner to enable the Owner to secure the livestock.

#### 4.2 **Reinstatement**

Unitywater must either:

- (a) reinstate all fences (other than a fence erected in contravention of Clause 5) damaged by Unitywater in the exercise and performance of any of the rights and liberties granted to Unitywater under this Easement; or
- (b) if the fences are not reinstated, install a gate using materials and employing workmanship which is not less than the quality of the materials and workmanship in the existing fence. The gate installed pursuant to this subclause becomes the property of the owner of the fence in which the gate is installed and after installation shall be maintained by the owner.

### 5. **NO STRUCTURES ON THE EASEMENT LAND**

The Owner must not at any time without the express written permission of Unitywater (which must not be unreasonably withheld):

- (a) erect any buildings or structures (other than fences) upon the Easement Land or any part of it;
- (b) permit the Easement Land or any part of it to be used in such a way as to obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater;
- (c) install concrete, bitumen or other pavement or driveways (except residential driveways) on the Easement Land or gardens or landscaping involving concrete, brick or other permanent materials; or
- (d) remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material on the Easement Land or construct any roads, dam walls or other earthworks on the Easement Land which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater.

### 6. **DAMAGE TO STRUCTURES**

- (a) Unitywater acting reasonably at all times and complying with all relevant laws, will determine how and in what manner the rights granted to Unitywater under this Easement are exercised.

- (b) Unitywater must not wilfully damage or destroy any Matter to any extent greater than is reasonably necessary in order to exercise its rights under this Easement but:

- (i) Unitywater is not otherwise responsible for any damage to or destruction of any Matter in the course of the exercise by Unitywater of its rights under this Easement; and
- (ii) subject to Clause 4, Unitywater is not under any obligation to reinstate or repair any Matter damaged or destroyed in consequence of the exercise by Unitywater of its rights under this Easement and its only obligation where such Matter has been so damaged or destroyed is to leave the Easement Land in as clean and tidy state as practicable having regard to the nature of the Matter which has been damaged or destroyed and the work which it has done; and
- (iii) Unitywater is not in any event responsible for any inconvenience or disturbance to the Owner or occupiers of the Easement Land arising out of the exercise by Unitywater of its rights under this Easement.

### 7. **REMOVAL OF UNAUTHORISED STRUCTURES**

If a Matter is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies and after having first given the Owner reasonable notice of its intention to invoke this clause, enter upon the Easement Land and remove or demolish the Matter and, if it does so:

- (a) it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable to account to the Owner therefore (except as provided in subclause (b) of this clause); and
- (b) it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and salary costs) less any moneys actually received by it as a result of disposing of the Matter or any resultant demolition materials.

### 8. **PROTECTION OF RELEVANT WORKS**

The Owner will not do any act or make any omission which will jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

### 9. **RATES AND CHARGES**

The Owner is responsible for all local authority rates and assessments and lawful charges in relation to the Easement Land.

### 10. **FURTHER ASSURANCES**

The benefit and burden of this Easement shall pass with and bind the Easement Land so as to enure to and bind all persons deriving title thereto from and under the Owner and Unitywater respectively and the Owner, whenever required by Unitywater or the person or persons for the time being entitled to the benefit of this Easement, must do all such things and give all such assurances as are reasonably required for the proper and effective carrying into effect of the rights conferred under this Easement but not so as to render the Owner liable to be called upon to contribute towards the maintenance and upkeep of the Relevant Works.

### 11. **SPECIAL COVENANTS FOR STATE RESERVE LAND**

- (a) The following clauses are in addition to or replace where noted those set out above and will form part of the covenants of this Easement when any land



- is designated as a "Reserve" in accordance with the *Land Act 1994* (as amended from time to time).
- (b) In this clause:  
 "Minister" means the Minister administering the *Land Act 1994* (as amended from time to time); and  
 "Trustee" means the relevant Trustee of the State Reserved Land.
- (c) **Reinstatement of fencing**  
 Clause 4.2 of this Easement is deleted and replaced with the following:  
*Unitywater must either:*
- (a) *Reinstate all fences damaged by it in the exercise of any of its rights granted herein; and*
- (b) *In lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which must be not less than the quality and materials of workmanship of the existing fence.*
- (d) **Removal of Unauthorised structures etc**  
 Clause 7 of this Easement is omitted and replaced with the following:  
*If anything is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies, and having given the Owner reasonable notice of its intention to invoke this clause, enter Easement Land and remove or demolish the Matter. If it does so it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable.*
- (e) **Removal of Trees**  
 Unitywater must not cut or remove timber or tress from the Easement Land without first giving reasonable notice to the Owner and obtaining all necessary permits. Such notice will not be required under this clause in the event that there is an actual or potential danger to persons or property or there is any interference or jeopardy to the supply of the Relevant Works.
- (f) **Removal of Assets upon termination of easement**  
 Under the *Land Act 1994*, an easement over a reserve ends when the dedication of reserve is revoked unless a written approval is provided by the Minister that the easement may continue over unallocated State Land when the dedication of reserve is revoked.  
 Upon termination of the Easement, Unitywater
- (i.) must ensure that the Easement Land is left in a safe and stable condition to the satisfaction of the Minister; and
- (ii.) will unless directed by the Minister otherwise, at its own cost and expense, remove all of the Relevant Works from the Easement Land; and
- (iii.) will remove, at its own cost and expense, all of the Relevant Works from the Easement Land that may cause contamination or environmental harm to the Easement Land as defined by the *Environmental Protection Act 1994* or similar legislation.
- (g) **Indemnity and Risk**  
 The following clauses will apply for the duration of the Easement and will continue to apply during the periods of rehabilitation and any removal of the Relevant Works under clause 11 (f):
- (i.) **Indemnity**
- a. Unitywater indemnifies and agrees to keep indemnified the Minister, the State of Queensland, Trustee and Owner (the "indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claims") arising out of or in any way connected to or resulting from the granting of this Easement to Unitywater or which is connected to or resulting from Unitywater's use and occupation of the Easement Land (all of which are referred to as "the indemnified acts or omissions") save to the extent that the claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission or one of the indemnified parties does not negate the indemnity to any other indemnified parties.
- b. Unitywater hereby releases and discharges the indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission of one of the indemnified parties does not negate the release and discharge in favour of any of the other indemnified parties.
- (ii.) **Public Risk**
- a. Unitywater must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Minister naming Unitywater as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the easement land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.
- b. Such policy must:
- (a) be for an amount not less than \$20,000,000.00 (Twenty Million dollars) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
- (b) be effected on a "claims occurring" basis so that any claim made by Unitywater under the policy after expiration of the period of policy cover but relating to an event occurring

- during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
- (c) be maintained at all times during the currency of the Easement, and upon receipt of any Notice of Cancellation, Unitywater must immediately effect another public liability insurance policy in accordance with the provisions of this Clause 11(g) (ii).
  - c. Unitywater must also provide a certificate of currency within 14 days of a request by the Owner who may only make such request once a year.
  - d. Unitywater must, as soon as practicable, inform the Minister and Owner in writing, of the occurrence of any event that Unitywater considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Owner are kept fully informed of subsequent actions and developments concerning the claim.
- (h) **Power of Attorney**
- Whilst the Easement Land remains unallocated State Land or is dedicated as a Reserve pursuant to the *Land Act 1994* as amended from time to time or is registered solely in the name of the State of Queensland, Unitywater irrevocably appoints in so far as it is legally able to the State of Queensland the true and lawful attorney of Unitywater enabling the attorney to do all such things as the attorney may consider necessary or desirable to effect a surrender of this easement upon the default by Unitywater of any condition, covenant or clause of this easement provided however that the State of Queensland may only exercise its right to surrender the easement under this clause if:
- (i.) Unitywater has breached a condition, covenant or clause of this easement; and
  - (ii.) the State of Queensland has given written notice to the breach of Unitywater; and
  - (iii.) the State of Queensland has allowed Unitywater 90 days from the date of receipt of the notice to remedy the breach; and
  - (iv.) Unitywater has not remedied the breach by the expiration of that 90 days.

#### **SCHEDULE 2**

##### **Easement Taken**

Easement B in Lot 12 on RP854341 on SP188648 (to be registered in the Land Registry), area 824 m<sup>2</sup>, part of Title Reference 18656162.

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## Local Government Gazette Notices

All submissions to the Local Government Gazette must be received  
**before 12 noon on Wednesdays**

For example:

- Local Government Planning Schemes
- Making of Local Laws

Email your submission in Word or PDF Format to:

**gazette@hpw.qld.gov.au**

A proof is formatted and emailed to you along with a quotation for your approval

*Payment indicates the proof is approved to be published*

The **final approval** to publish must be completed by close of business Wednesday to be included in Friday's Gazette

The weeks Combined Gazette is placed online Friday morning and can be downloaded or viewed at **www.qld.gov.au/publications**



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