



Queensland Government Gazette

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VOL. 379]

FRIDAY 30 NOVEMBER 2018



Christmas and New Year

Dates and Closing Times for 2018-2019

Final 2018 Gazette – Published Friday 21 December 2018

Deadlines: Vacancy Appointments

To be submitted by 12 noon on Tuesday 18 December 2018

Deadlines: Other Gazette notices

To be submitted by 12 noon on Wednesday 19 December 2018

Final Approvals by close of business Wednesday 19 December 2018



First 2019 Gazette - Published Friday 11 January 2019

Deadlines: Vacancy Appointments

To be submitted by close of business Tuesday 8 January 2019

Deadlines: Other Gazette notices

To be submitted by 12 noon on Wednesday 9 January 2019

Final Approvals by close of business Wednesday 9 January 2019



If you have queries regarding this matter please do not hesitate to contact the Gazette Team - gazette@hpw.qld.gov.au





Queensland Government Gazette

EXTRAORDINARY

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SATURDAY 24 NOVEMBER 2018

[No. 69

Queensland



Constitution of Queensland 2001

PROCLAMATION

I, CATHERINE ENA HOLMES, Chief Justice of Queensland, acting under section 41 of the *Constitution of Queensland 2001*, having previously made the prescribed affirmations, have today assumed the administration of the Government of the State as Acting Governor because His Excellency the Honourable Paul de Jersey AC, Governor, is absent from the State.

[L.S.]
CATHERINE HOLMES
Acting Governor

Signed and sealed on 24 November 2018.

By Command

Annastacia Palaszczuk

God Save the Queen

ENDNOTES

1. Made by the Acting Governor on 24 November 2018.
2. Published in an Extraordinary Government Gazette on 24 November 2018.
3. The administering agency is the Department of the Premier and Cabinet.

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Queensland Government Gazette

EXTRAORDINARY

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MONDAY 26 NOVEMBER 2018

[No. 70

Disaster Management Act 2003

NOTICE OF DECLARATION OF DISASTER SITUATION

Queensland Fire and Emergency Services
Brisbane, 26 November 2018

At 13:17 pm on 26 November 2018, the Minister for Fire and Emergency Services approved the declaration of a Disaster Situation under section 64 of the *Disaster Management Act 2003* for the area within the Disaster District of Gladstone, bounded by the Gladstone Local Government Area.

Hon Craig Crawford MP
Minister for Fire and Emergency Services

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TUESDAY 27 NOVEMBER 2018

[No. 71

State Development and Public Works Organisation Act 1971

EXTENSION OF A PRESCRIBED PROJECT DECLARATION

I, Cameron Dick, appointed as the Minister for State Development, Manufacturing, Infrastructure and Planning, do hereby extend the time when the prescribed project declaration for the Ravenswood Expansion Project ends by two years until 30 November 2020 pursuant to section 76F of the *State Development and Public Works Organisation Act 1971*.

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THURSDAY 29 NOVEMBER 2018

[No. 72

Disaster Management Act 2003

NOTICE OF DECLARATION OF DISASTER SITUATION

Queensland Fire and Emergency Services
Brisbane, 28 November 2018

At 17:32 pm on 28 November 2018, the Minister for Fire and Emergency Services approved the declaration of a Disaster Situation under section 64 of the *Disaster Management Act 2003* for the area within the Disaster District of Mackay, encompassing the Local Government Areas of Isaac, Mackay and Whitsunday.

Hon Craig Crawford MP
Minister for Fire and Emergency Services

Disaster Management Act 2003

NOTICE OF DECLARATION OF DISASTER SITUATION

Queensland Fire and Emergency Services
Brisbane, 28 November 2018

At 17:32 pm on 28 November 2018, the Minister for Fire and Emergency Services approved the declaration of a Disaster Situation under section 64 of the *Disaster Management Act 2003* for the area within the Disaster District of Rockhampton, encompassing the Local Government Areas of Central Highlands, Livingstone, Rockhampton and Woorabinda.

Hon Craig Crawford MP
Minister for Fire and Emergency Services

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EXTRAORDINARY

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THURSDAY 29 NOVEMBER 2018

[No. 73

Queensland



Constitution of Queensland 2001

PROCLAMATION

I, PAUL de JERSEY AC, Governor, acting under section 41 of the *Constitution of Queensland 2001*, have today resumed the administration of the Government of the State.

[L.S.]

PAUL de JERSEY
Governor

Signed and sealed on 29 November 2018.

By Command

Annastacia Palaszczuk

God Save the Queen

ENDNOTES

1. Made by the Governor on 29 November 2018.
2. Published in an Extraordinary Government Gazette on 29 November 2018.
3. The administering agency is the Department of the Premier and Cabinet.

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Queensland Government Gazette

NATURAL RESOURCES, MINES AND ENERGY

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FRIDAY 30 NOVEMBER 2018

[No. 74

Land Act 1994
**OBJECTIONS TO PROPOSED ROAD CLOSURE
 NOTICE (No 46) 2018**

Short title

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 46) 2018*.

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

2. An application has been made for the permanent closure of the road 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, Mines and Energy, at the regional office for the region in which the road is situated.

(2) Latest day for lodgement of objections is **10 January 2019**.

(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 closure may be made at-

- (a) the Department of Natural Resources, Mines and Energy Office at Warwick; and
- (b) the Local Government Office of Southern Downs Regional Council;

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

**SCHEDULE
 PERMANENT CLOSURE
 South Region, Warwick Office**

An area of about 3.81 ha being the road separating Lot 1 on RP184513 from New South Wales (locality of Applethorpe) and shown as road proposed to be permanently closed on Drawing 18/280. (2018/005688)

ENDNOTES

1. Published in the Gazette on 30 November 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.

Coal Mining Safety and Health Act 1999
**APPOINTMENTS TO THE BOARD OF EXAMINERS
 NOTICE (No 02) 2018**

Short title

1. This notice may be cited as the *Appointments to the Board of Examiners Notice (No 02) 2018*.

Appointment [s.188 of the Act]

2. Phillip James Casey, Gregory Allan Dalliston, Brian White and Scott Cochrane are appointed as members of the Board of Examiners for a term from 4 December 2018 up to and including 3 June 2020.

ENDNOTES

1. Made by the Governor in Council on 29 November 2018.
2. Published in the Gazette on 30 November 2018.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources, Mines and Energy.

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Queensland Government Gazette

TRANSPORT AND MAIN ROADS

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FRIDAY 30 NOVEMBER 2018

[No. 75

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

AMENDING TAKING OF LAND NOTICE (No. 3218) 2018

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 3218) 2018*.

Amendment of Land to be taken [s. 11(1) and s. 11(3) of the *Acquisition of Land Act 1967*]

2. Schedule to the Taking of Land Notice (No. 3156) 2018 dated 26 April 2018 and published in the Gazette of 4 May 2018 at pages 6 to 7 relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, is amended as described in the Schedule.

SCHEDULE

Amend Schedule to the Taking of Land Notice (No. 3156) 2018 dated 26 April 2018 and published in the Gazette of 4 May 2018 at pages 6 to 7 relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - "An area of about 2329 square metres (including 1640 square metres being the whole of Easement A on RP606902) being part of Lot 5 on SP226571 contained in Title Reference: 50806490.

An area of about 85 square metres (including 85 square metres being the whole of Easement H on SP273025) being part of Lot 3 on RP619710 contained in Title Reference: 30578142.

An area of about 1483 square metres (including 1483 square metres being the whole of Easement A on RP606902) being part of Lot 1 on RP618493 contained in Title Reference: 30592243.

An area of about 2145 square metres (including about 2145 square metres being part of Easement A on RP606902 and about 499.5 square metres being part of Easement B on RP610034) being part of Lot 41 on SP226571 contained in Title Reference: 50806491.

An area of about 1149 square metres (including about 777.8 square metres being part of Easement A on RP606902 and about 973.6 square metres being part of Easement C on RP860160) being part of Lot 10 on RP860165 contained in Title Reference: 30658103.

An area of about 29.9 square metres being part of Lot 3 on RP618779 contained in Title Reference: 30566086.

An area of about 87.4 square metres (including about 87.4 square metres being part of Easement A on RP606902) being part of Lot 9 on RP860165 contained in Title Reference: 30658102.

As shown approximately on Plans R06-588 and R06-590 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Rockhampton Region / Livingstone Shire
 Bruce Highway (Rockhampton – St Lawrence)
 Rockhampton Northern Access Upgrade - RNAU
 495/8845; 8861, 8862, 8864, 8865, 8868, 8869, 8871"

Insert - “An area of 2318 square metres being Lot 69 on SP300142 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 50806490.

An area of 85 square metres being Lot 78 on SP300143 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 30578142.

An area of 1486 square metres being Lot 68 on SP300141 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 30592243.

An area of 2143 square metres being Lot 67 on SP300140 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 50806491.

An area of 1148 square metres being Lot 1 on SP300145 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 30658103.

An area of 30 square metres being Lot 4 on SP300147 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 30566086.

An area of 87 square metres being Lot 2 on SP300146 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources, Mines and Energy), being part of the land contained in Title Reference: 30658102.

Rockhampton Region / Livingstone Shire
Bruce Highway (Rockhampton – St Lawrence)
Rockhampton Northern Access Upgrade - RNAU
495/8845; 8861, 8862, 8864, 8865, 8868, 8869, 8871”

ENDNOTES

1. Made by Director (Property Acquisitions and Disposals) on 23 November 2018, pursuant to delegation for Minister for Transport and Main Roads under section 36B of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 30 November 2018.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.

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

AMENDING TAKING OF EASEMENT NOTICE (No. 3219) 2018

Short title

1. This notice may be cited as the *Amending Taking of Easement Notice (No. 3219) 2018*.

Amendment of Land to be taken [s. 11(1) and s. 11(3) of the *Acquisition of Land Act 1967*]

2. Schedule to the Taking of Easement Notice (No. 3199) 2018 dated 4 October 2018 and published in the Gazette of 12 October 2018 at pages 145 to 149 relating to the taking of Easement by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, is amended as described in the Schedule.

SCHEDULE

Amend Schedule to the Taking of Easement Notice (No. 3199) 2018 dated 4 October 2018 and published in the Gazette of 12 October 2018 at pages 145 to 149 relating to the taking of Easement by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - “SCHEDULE 1

Rights and Obligations under Easement

1. Definitions

- 1.1 The following terms shall have the meanings respectively assigned to them:

Adjoining Land means Lots 19, 20, 21, 22, 23, 24 and 25 on SP240994 owned and controlled by the Owner for the purposes of a carpark (**the Carpark**).

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

Chief Executive means the chief executive of the Department of Transport and Main Roads, together with the successors and assigns of the Chief Executive and others authorised by the Chief Executive. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Chief Executive to exercise the rights of the State or the Chief Executive under the Easement.

Claim means any actions, proceedings, claims, demands, costs, losses, damages, liabilities and expenses (including any legal cost and expense) whatsoever which may be brought against or made on the State or the Chief Executive, or which the State or the Chief Executive may pay, sustain or be put to.

Drainage Infrastructure means drains, pipes, conduits and channels including open cut drains and channels, rain water conduits and pipes and covered and uncovered drains for the passage or conveyance of rain water together with all associated drainage and stormwater run off and all manholes, manhole chambers, inlets, equipment and fittings in connection with them which are or may be on the Easement Area from time to time.

Easement means this Easement comprising the terms and conditions set out in this Schedule 1.

Easement Area means Easements U, V and W in Lots 18, 24 and 25 on SP240994 on SP241055 (being a plan registered, or to be registered in the Queensland Land Registry, Department of Natural Resources and Mines) being the land over which the Easement is resumed and in the appropriate context includes all improvements, infrastructure or structures on, in or through the Easement Area.

Owner means the registered owner of the Easement Area from time to time. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Owner to exercise the rights of the Owner under the Easement.

State means the State of Queensland represented by the Department of Transport and Main Roads (or any other department as nominated by the State of Queensland from time to time) and includes the Chief Executive acting in his or her capacity under the *Transport Infrastructure Act 1994* or the TPC Act.

TPC Act means the *Transport Planning and Coordination Act 1994* and any amendments to it or any Act superseding that Act.

- 1.2 Headings are for convenience and ease of reference only and will not be relevant to, or affect the construction or meaning of this Easement.
- 1.3 A reference to any statute, regulation, ordinance, local law or other statutory instrument shall be deemed to extend to all statutes, regulations, ordinances local laws or other statutory instruments amending, consolidating or replacing them.
- 1.4 Words indicating the singular number include the plural number and vice versa.
- 1.5 Words indicating one gender shall include all other genders.
- 1.6 A reference to a person includes a reference to corporations and other entities recognised by law and includes a reference to a person's legal personal representatives, administrators, successors, assigns and transferees.
- 1.7 If the Owner consists of two or more persons at any time:
- (a) a reference in the Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
 - (b) those persons are bound and benefited by the Easement both individually and in each combination of them jointly.
- 1.8 Where under or pursuant to this Easement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. Purpose of Easement

Subject to clause 3.1, the Chief Executive has the following easement rights:

- (a) the full and free right at all times and from time to time to enter upon the Easement Area to dig, form, lay down, construct, maintain, repair, replace and remove the Drainage Infrastructure in, through and on the Easement Area;
- (b) the full, free and uninterrupted access to the Drainage Infrastructure at all times and from time to time to inspect the condition of, maintain, cleanse, amend, alter, replace or remove the Drainage Infrastructure, with the full right of support for the Drainage Infrastructure at all times;
- (c) the right to utilise the Drainage Infrastructure for the unimpeded conveyance or passage of stormwater or other waters;
- (d) the full and free liberty at all times with or without workmen, animals, vehicles, appliances, materials, earthmoving equipment and things to open and breakup the soil and sub-surface of the Easement Area, to enter upon and to pass and repass along the Easement Area, or the Adjoining Land for any of the purposes referred to in this clause 2 or otherwise incidental to the use of the Easement Area for the purposes;
- (e) the right to relocate the Drainage Infrastructure within the Easement Area, at the Chief Executive's cost.

3. Exercise of Rights

- 3.1 Except in the case of an emergency, the Chief Executive will not construct Drainage Infrastructure on the Easement Area without the consent of the Owner, which will not be unreasonably withheld.
- 3.2 The Chief Executive will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Easement Area and the Adjoining Land. In the exercise of its powers under this Easement, the Chief Executive shall endeavour to carry out the work in such a manner as to cause as little inconvenience as possible to the occupiers of the Easement Area and the Adjoining Land and as far as possible, to avoid causing damage to any buildings or improvements of the Owner on the Easement Area and the Adjoining Land.
- 3.3 Except in the case of an emergency, the Chief Executive will give the Owner seven days written notice of its intention to carry out any work on the Easement Area.

- 3.4 To avoid doubt, the Chief Executive is not required to provide notice to the Owner if the Chief Executive intends to carry out a visual inspection of the Drainage Infrastructure.
- 3.5 In carrying out any work on the Easement Area, the Chief Executive must:
- (a) give the Owner:
 - (i) details of the nature and duration of any works the Chief Executive intends to undertake under this Easement;
 - (ii) details of all equipment required to undertake any works the Chief Executive intends to undertake under this Easement;
 - (b) not undertake any works which may disrupt or impede the Carpark without the Owner's prior written consent;
 - (c) comply with any directions or instructions of the Owner in connection with the Easement Area, the Adjoining Land or the Carpark;
 - (d) do everything necessary to preserve the future potential of the Adjoining Land as a carpark;
 - (e) not interfere with, adversely affect or disrupt:
 - (i) the undertaking, operation, safety or integrity of the Adjoining Land or the Carpark; or
 - (ii) the use of the Carpark, and
 - (f) not encroach on the Adjoining Land outside the Easement Area or use any other land owned (or controlled) by the Owner without the Owner's prior written consent.

4. **Repair of Damage**

Any damage to the Easement Area caused by the Chief Executive and others authorised by the Chief Executive, must be repaired by the Chief Executive at the Chief Executive's cost. The Easement Area must be restored, as far as practicable, to the condition it was in prior to any such damage being caused.

5. **Maintenance**

- 5.1 At its own expense, the Chief Executive must keep and maintain the Drainage Infrastructure in good repair and in a safe condition.
- 5.2 At its own expense, the Owner, or the registered proprietor for the time being of the Easement Area, must otherwise keep and maintain the Easement Area in good repair and in a safe condition.

6. **Owner's Rights**

The Owner, or a registered proprietor for the time being of the Easement Area:

- (a) shall have the right to use the Easement Area for any purpose and in any manner which is not inconsistent with the use by the Chief Executive under the terms of this Easement; and
- (b) shall not erect, construct, install or place any building, structure or paving or similar improvements on the Easement Area without the Chief Executive's consent.

7. **Owner's Acknowledgement**

The Owner acknowledges that the giving of the Chief Executive's consent or approval under this Easement does not relieve the Owner from any obligations arising at law to obtain any other consents, permits, approvals or other authorisations relating to the Easement Area or the Owner's activities within the Easement Area.

8. **Ownership of Drainage Infrastructure**

The Drainage Infrastructure is the property of the Chief Executive notwithstanding any actual or apparent affixing to the Easement Area.

9. **Indemnity**

9.1 The Owner:

- (a) indemnifies; and
- (b) releases and discharges,

the Chief Executive from and against all Claims which may be brought against or made upon the Chief Executive, or which the Chief Executive may pay, sustain or be put to by reason of, or in consequence of or in connection with the Owner's use of the Easement Area unless the Claim arises from the Chief Executive's negligent or unlawful act or omission.

9.2 The Chief Executive:

- (a) indemnifies; and

(b) releases and discharges,

the Owner from and against all Claims which may be brought against or made upon the Owner, or which the Owner may pay, sustain or be put to by reason of, or in consequence of or in connection with the Chief Executive's use of the Easement Area unless the Claim arises from the Owner's negligent or unlawful act or omission.

10. No Fetter

10.1 The Owner acknowledges that nothing in this Easement (including the giving of the Chief Executive's consent or approval under this Easement):

- (a) in any way affects, inhibits, restricts or otherwise fetters the exercise by the Chief Executive of the discretion, powers, functions or rights of the Chief Executive; or
- (b) purports to fetter, act as an estoppel of or act as an agreement in any way about the exercise of a discretion, the making or a decision of the doing of anything by the Chief Executive.

11. Compliance with Laws

The Chief Executive and the Owner shall comply with and observe all statutes, regulations, ordinances and local laws which apply to their rights and obligations under this Easement.

12. Governing Law

This Easement shall be governed by and construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

13. Notices

13.1 Notices under this Easement may be delivered by hand, by registered mail, or by facsimile to the addresses specified in clause 13.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

13.2 Notice will be deemed to be given:

- (a) 2 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or

if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day, as the case may be.

13.3 The address for each party is:

Owner

Address: Brisbane City Legal Practice
Brisbane City Council
Level 20 Brisbane Square
266 George Street
Brisbane QLD 400

Postal Address: GPO Box 1434
Brisbane QLD 4000

Telephone: (07) 3403 4749

Facsimile: (07) 3334 0058

Chief Executive

Address: Regional Director
Metropolitan Region Brisbane Office
Department of Main Roads
Floor 20, 313 Adelaide Street
Brisbane QLD 4000

Postal Address: PO Box 70
Spring Hill QLD 4004

Telephone: (07) 3066 4299

Facsimile: (07) 3220 6071

Brisbane City
Eastern Busway Stage 2 (Stones Corner)
510/596; 495/9258"

Insert -

"SCHEDULE 1

Rights and Obligations under Easement**1. Definitions**

1.1 The following terms shall have the meanings respectively assigned to them:

Adjoining Land means Lots 19, 20, 21, 22, 23, 24 and 25 on SP240994 owned and controlled by the Owner for the purposes of a carpark.

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

Chief Executive means the chief executive of the Department of Transport and Main Roads, together with the successors and assigns of the Chief Executive and others authorised by the Chief Executive. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Chief Executive to exercise the rights of the State or the Chief Executive under the Easement.

Claim means any actions, proceedings, claims, demands, costs, losses, damages, liabilities and expenses (including any legal cost and expense) whatsoever.

Drainage Infrastructure means drains, pipes, conduits and channels including open cut drains and channels, rain water conduits and pipes and covered and uncovered drains for the passage or conveyance of rain water together with all associated drainage and stormwater run off and all manholes, manhole chambers, inlets, equipment and fittings in connection with them which are or may be on the Easement Area from time to time.

Easement means this Easement comprising the terms and conditions set out in this Schedule 1.

Easement Area means Easements U, V and W in Lots 18, 24 and 25 on SP240994 on SP241055 (being a plan registered, or to be registered in the Queensland Land Registry, Department of Natural Resources and Mines) being the land over which the Easement is resumed and in the appropriate context includes all improvements, infrastructure or structures on, in or through the Easement Area.

Owner means the registered owner of the Easement Area from time to time. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Owner to exercise the rights of the Owner under the Easement.

State means the State of Queensland represented by the Department of Transport and Main Roads (or any other department as nominated by the State of Queensland from time to time) and includes the Chief Executive acting in his or her capacity under the *Transport Infrastructure Act 1994* or the TPC Act.

TPC Act means the *Transport Planning and Coordination Act 1994* and any amendments to it or any Act superseding that Act.

1.2 Headings are for convenience and ease of reference only and will not be relevant to, or affect the construction or meaning of this Easement.

1.3 A reference to any statute, regulation, ordinance, local law or other statutory instrument shall be deemed to extend to all statutes, regulations, ordinances local laws or other statutory instruments amending, consolidating or replacing them.

1.4 Words indicating the singular number include the plural number and vice versa.

1.5 Words indicating one gender shall include all other genders.

1.6 A reference to a person includes a reference to corporations and other entities recognised by law and includes a reference to a person's legal personal representatives, administrators, successors, assigns and transferees.

1.7 If the Owner consists of two or more persons at any time:

(a) a reference in the Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and

(b) those persons are bound and benefited by the Easement both individually and in each combination of them jointly.

1.8 Where under or pursuant to this Easement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. Purpose of Easement

Subject to clause 3.1, the Chief Executive has the following easement rights:

(a) the full and free right at all times and from time to time to enter upon the Easement Area to dig, form, lay down, construct, maintain, repair, replace and remove the Drainage Infrastructure in, through and on the Easement Area;

(b) the full, free and uninterrupted access to the Drainage Infrastructure at all times and from time to time to inspect the condition of, maintain, cleanse, amend, alter, replace or remove the Drainage Infrastructure, with the full right of support for the Drainage Infrastructure at all times;

(c) the right to utilise the Drainage Infrastructure for the unimpeded conveyance or passage of stormwater or other waters;

- (d) the full and free liberty at all times with or without workmen, animals, vehicles, appliances, materials, earthmoving equipment and things to open and breakup the soil and sub-surface of the Easement Area, to enter upon and to pass and repass along the Easement Area, or the Adjoining Land for any of the purposes referred to in this clause 2 or otherwise incidental to the use of the Easement Area for the purposes;
- (e) the right to relocate the Drainage Infrastructure within the Easement Area, at the Chief Executive's cost.

3. Exercise of Rights

- 3.1 Except in the case of an emergency, the Chief Executive will not construct Drainage Infrastructure on the Easement Area without the consent of the Owner, which will not be unreasonably withheld.
- 3.2 The Chief Executive will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Easement Area and the Adjoining Land. In the exercise of its powers under this Easement, the Chief Executive shall endeavour to carry out the work in such a manner as to cause as little inconvenience as possible to the occupiers of the Easement Area and the Adjoining Land and as far as possible, to avoid causing damage to any buildings or improvements of the Owner on the Easement Area and the Adjoining Land.
- 3.3 Except in the case of an emergency, the Chief Executive will give the Owner seven days written notice of its intention to carry out any work on the Easement Area.
- 3.4 To avoid doubt, the Chief Executive is not required to provide notice to the Owner if the Chief Executive intends to carry out a visual inspection of the Drainage Infrastructure.
- 3.5 In carrying out any work on the Easement Area, the Chief Executive must:
 - (a) give the Owner:
 - (i) details of the nature and duration of any works the Chief Executive intends to undertake under this Easement;
 - (ii) details of all equipment required to undertake any works the Chief Executive intends to undertake under this Easement;
 - (b) not undertake any works which may disrupt or impede the carpark on the Adjoining Land without the Owner's prior written consent;
 - (c) comply with any directions or instructions of the Owner in connection with the Easement Area, the Adjoining Land or the carpark on the Adjoining Land;
 - (d) do everything necessary to preserve the future potential of the Adjoining Land as a carpark;
 - (e) not interfere with, adversely affect or disrupt the undertaking, operation, safety or integrity of the Adjoining Land or the carpark on the Adjoining Land.

4. Repair of Damage

Any damage to the Easement Area caused by the Chief Executive and others authorised by the Chief Executive, must be repaired by the Chief Executive at the Chief Executive's cost. The Easement Area must be restored, as far as practicable, to the condition it was in prior to any such damage being caused.

5. Maintenance

- 5.1 At its own expense, the Chief Executive must keep and maintain the Drainage Infrastructure in good repair and in a safe condition.
- 5.2 At its own expense, the Owner, or the registered proprietor for the time being of the Easement Area, must otherwise keep and maintain the Easement Area in good repair and in a safe condition.

6. Owner's Rights

The Owner, or a registered proprietor for the time being of the Easement Area:

- (a) shall have the right to use the Easement Area for any purpose and in any manner which is not inconsistent with the use by the Chief Executive under the terms of this Easement; and
- (b) shall not erect, construct, install or place any building, structure or paving or similar improvements on the Easement Area without the Chief Executive's consent.

7. Owner's Acknowledgement

The Owner acknowledges that the giving of the Chief Executive's consent or approval under this Easement does not relieve the Owner from any obligations arising at law to obtain any other consents, permits, approvals or other authorisations relating to the Easement Area or the Owner's activities within the Easement Area.

8. Ownership of Drainage Infrastructure

The Drainage Infrastructure is the property of the Chief Executive notwithstanding any actual or apparent affixing to the Easement Area.

9. Indemnity

9.1 The Owner:

- (a) indemnifies; and
- (b) releases and discharges,

the Chief Executive from and against all Claims which may be brought against or made upon the Chief Executive, or which the Chief Executive may pay, sustain or be put to by reason of, or in consequence of or in connection with the Owner's use of the Easement Area unless the Claim arises from the Chief Executive's negligent or unlawful act or omission.

9.2 The Chief Executive:

- (a) indemnifies; and
- (b) releases and discharges,

the Owner from and against all Claims which may be brought against or made upon the Owner, or which the Owner may pay, sustain or be put to by reason of, or in consequence of or in connection with the Chief Executive's use of the Easement Area unless the Claim arises from the Owner's negligent or unlawful act or omission.

10. No Fetter

10.1 The Owner acknowledges that nothing in this Easement (including the giving of the Chief Executive's consent or approval under this Easement):

- (a) in any way affects, inhibits, restricts or otherwise fetters the exercise by the Chief Executive of the discretion, powers, functions or rights of the Chief Executive; or
- (b) purports to fetter, act as an estoppel of or act as an agreement in any way about the exercise of a discretion, the making or a decision of the doing of anything by the Chief Executive.

11. Compliance with Laws

The Chief Executive and the Owner shall comply with and observe all statutes, regulations, ordinances and local laws which apply to their rights and obligations under this Easement.

12. Waiver

No rights under this Easement shall be deemed to be waived except by notice in writing signed by each party. A waiver by either party shall not prejudice that party's rights in respect of any subsequent breach of this Easement by the other party. Any failure by either party to enforce any clause of this Easement or any forbearance delay or indulgence granted by either party to the other shall not be construed as a waiver of rights under this Easement.

13. Governing Law

This Easement shall be governed by and construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

14. Notices

14.1 Notices under this Easement may be delivered by hand, by registered mail, or by facsimile to the addresses specified in clause 14.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

14.2 Notice will be deemed to be given:

- (a) 2 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or
- (c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day,

as the case may be.

14.3 The address for each party is:

Owner

Address: Land Acquisition Manager, Brisbane Infrastructure
Brisbane City Council
Level 2 Green Square 505 St Pauls Tce
FORTITUDE VALLEY QLD 4006

Telephone: (07) 3403 7543

Facsimile: (07) 3334 0075

Chief Executive

Address: Regional Director
Metropolitan Region Brisbane Office
Department of Transport and Main Roads
Floor 20, 313 Adelaide Street
Brisbane QLD 4000

Postal Address: PO Box 70
Spring Hill QLD 4004

Telephone: (07) 3066 4299

Facsimile: (07) 3220 6071

Brisbane City
Eastern Busway Stage 2 (Stones Corner)
510/596; 495/9258"

ENDNOTES

1. Made by Director (Property Acquisitions and Disposals) on 27 November 2018, pursuant to delegation for Minister for Transport and Main Roads under section 36B of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 30 November 2018.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.

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

AMENDING TAKING OF EASEMENT NOTICE (No. 3220) 2018**Short title**

1. This notice may be cited as the *Amending Taking of Easement Notice (No. 3220) 2018*.

Amendment of Land to be taken [s. 11(1) and s. 11(3) of the *Acquisition of Land Act 1967*]

2. Schedule to the Taking of Easement Notice (No. 3200) 2018 dated 4 October 2018 and published in the Gazette of 12 October 2018 at pages 149 to 153 relating to the taking of Easement by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, is amended as described in the Schedule.

SCHEDULE

Amend Schedule to the Taking of Easement Notice (No. 3200) 2018 dated 4 October 2018 and published in the Gazette of 12 October 2018 at pages 149 to 153 relating to the taking of Easement by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - "SCHEDULE 1

Rights and Obligations under Easement**1. Definitions**

- 1.1 The following terms shall have the meanings respectively assigned to them -

Adjoining Land means Lots 19, 20, 21, 22, 23, 24 and 25 on SP240994 owned and controlled by the Owner for the purposes of a carpark (**the Carpark**).

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

Chief Executive means the chief executive of the Department of Transport and Main Roads, together with the successors and assigns of the Chief Executive and others authorised by the Chief Executive. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Chief Executive to exercise the rights of the State or the Chief Executive under the Easement.

Claim means any actions, proceedings, claims, demands, costs, losses, damages, liabilities and expenses (including any legal cost and expense) whatsoever which may be brought against or made on the State or the Chief Executive, or which the State or the Chief Executive may pay, sustain or be put to.

Easement means this Easement comprising the terms and conditions set out in this Schedule 1.

Easement Area means Easements X and Y in Lots 24 and 25 on SP240994 on SP241056 (being a plan registered, or to be registered in the Queensland Land Registry, Department of Natural Resources and Mines) being the land over which the Easement is resumed and in the appropriate context includes all improvements, infrastructure or structures on, in or through the Easement Area.

Owner means the registered owner of the Easement Area from time to time. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Owner to exercise the rights of the Owner under the Easement.

State means the State of Queensland represented by the Department of Transport and Main Roads (or any other department as nominated by the State of Queensland from time to time) and includes the Chief Executive acting in his or her capacity under the *Transport Infrastructure Act 1994* or the TPC Act.

TPC Act means the *Transport Planning and Coordination Act 1994* and any amendments to it or any Act superseding that Act.

Water Infrastructure means structures, drains, pipes, conduits for the passage and/or supply of water together with all associated manholes, manhole chambers, inlets, equipment and fittings in connection with them which are or may be on the Easement Area from time to time.

- 1.2 Headings are for convenience and ease of reference only and will not be relevant to, or affect the construction or meaning of this Easement.
- 1.3 A reference to any statute, regulation, ordinance, local law or other statutory instrument shall be deemed to extend to all statutes, regulations, ordinances local laws or other statutory instruments amending, consolidating or replacing them.
- 1.4 Words indicating the singular number include the plural number and vice versa.
- 1.5 Words indicating one gender shall include all other genders.
- 1.6 A reference to a person includes a reference to corporations and other entities recognised by law and includes a reference to a person's legal personal representatives, administrators, successors, assigns and transferees.
- 1.7 If the Owner consists of two or more persons at any time:
- (a) a reference in the Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and
 - (b) those persons are bound and benefited by the Easement both individually and in each combination of them jointly.
- 1.8 Where under or pursuant to this Easement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. Purpose of Easement

Subject to clause 3.1, the Chief Executive has the following easement rights:

- (a) the full and free right at all times and from time to time to enter upon the Easement Area to dig, form, lay down, construct, maintain, repair, replace and remove the Water Infrastructure in, through and on the Easement Area;
- (b) the full, free and uninterrupted access to the Water Infrastructure at all times and from time to time to inspect the condition of, maintain, cleanse, amend, alter, replace or remove the Water Infrastructure, with the full right of support for the Water Infrastructure at all times;
- (c) the right to utilise the Water Infrastructure for the unimpeded passage and supply of water;
- (d) the full and free liberty at all times with or without workmen, animals, vehicles, appliances, materials, earthmoving equipment and things to open and breakup the soil and sub-surface of the Easement Area, to enter upon and to pass and re-pass along the Easement Area, or the Adjoining Land for any of the purposes referred to in this clause 2 or otherwise incidental to the use of the Easement Area for the water supply purposes;
- (e) the right to relocate the Water Infrastructure within the Easement Area, at the Chief Executive's cost.

3. Exercise of Rights

- 3.1 Except in the case of an emergency, the Chief Executive will not construct Water Infrastructure on the Easement Area without the consent of the Owner, which will not be unreasonably withheld.
- 3.2 The Chief Executive will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Easement Area and the Adjoining Land. In the exercise of its powers under this Easement, the Chief Executive shall endeavour to carry out the work in such a manner as to cause as little inconvenience as possible to the occupiers of the Easement Area and the Adjoining Land and as far as possible, to avoid causing damage to any buildings or improvements of the Owner on the Easement Area and the Adjoining Land.
- 3.3 Except in the case of an emergency, the Chief Executive will give the Owner seven days written notice of its intention to carry out any work on the Easement Area.
- 3.4 To avoid doubt, the Chief Executive is not required to provide notice to the Owner if the Chief Executive intends to carry out a visual inspection of the Water Infrastructure.

3.5 In carrying out any work on the Easement Area, the Chief Executive must:

- (a) give the Owner:
 - (i) details of the nature and duration of any works the Chief Executive intends to undertake under this Easement;
 - (ii) details of all equipment required to undertake any works the Chief Executive intends to undertake under this Easement;
- (b) not undertake any works which may disrupt or impede the Carpark without the Owner's prior written consent;
- (c) comply with any directions or instructions of the Owner in connection with the Easement Area, the Adjoining Land or the Carpark;
- (d) do everything necessary to preserve the future potential of the Adjoining Land as a carpark;
- (e) not interfere with, adversely affect or disrupt:
 - (i) the undertaking, operation, safety or integrity of the Adjoining Land or the Carpark; or
 - (ii) the use of the Carpark, and
- (f) not encroach on the Adjoining Land outside the Easement Area or use any other land owned (or controlled) by the Owner without the Owner's prior written consent.

4. **Repair of Damage**

Any damage to the Easement Area caused by the Chief Executive and others authorised by the Chief Executive, must be repaired by the Chief Executive at the Chief Executive's cost. The Easement Area must be restored, as far as practicable, to the condition it was in prior to any such damage being caused.

5. **Maintenance**

5.1 At its own expense, the Chief Executive must keep and maintain the Water Infrastructure in good repair and in a safe condition.

5.2 At its own expense, the Owner, or the registered proprietor for the time being of the Easement Area, must otherwise keep and maintain the Easement Area in good repair and in a safe condition.

6. **Owner's Rights**

The Owner, or a registered proprietor for the time being of the Easement Area:

- (a) shall have the right to use the Easement Area for any purpose and in any manner which is not inconsistent with the use by the Chief Executive under the terms of this Easement; and
- (b) shall not erect, construct, install or place any building, structure or paving or similar improvements on the Easement Area without the Chief Executive's consent.

7. **Owner's Acknowledgement**

The Owner acknowledges that the giving of the Chief Executive's consent or approval under this Easement does not relieve the Owner from any obligations arising at law to obtain any other consents, permits, approvals or other authorisations relating to the Easement Area or the Owner's activities within the Easement Area.

8. **Ownership of Water Infrastructure**

The Water Infrastructure is the property of the Chief Executive notwithstanding any actual or apparent affixing to the Easement Area.

9. **Indemnity**

9.1 The Owner:

- (a) indemnifies; and
- (b) releases and discharges,

the Chief Executive from and against all Claims which may be brought against or made upon the Chief Executive or which the Chief Executive may pay, sustain or be put to by reason of, or in consequence of or in connection with the Owner's use of the Easement Area unless the Claim arises from the Chief Executive's negligent or unlawful act or omission.

9.2 The Chief Executive:

- (a) indemnifies; and
- (b) releases and discharges,

the Owner from and against all Claims which may be brought against or made upon the Owner, or which the Owner may pay, sustain or be put to by reason of, or in consequence of or in connection with the Chief Executive's use of the Easement Area unless the Claim arises from the Owner's negligent or unlawful act or omission.

10. No Fetter

10.1 The Owner acknowledges that nothing in this Easement (including the giving of the Chief Executive's consent or approval under this Easement):

- (a) in any way affects, inhibits, restricts or otherwise fetters the exercise by the Chief Executive of the discretion, powers, functions or rights of the Chief Executive; or
- (b) purports to fetter, act as an estoppel of or act as an agreement in any way about the exercise of a discretion, the making or a decision of the doing of anything by the Chief Executive.

11. Compliance with Laws

The Chief Executive and the Owner shall comply with and observe all statutes, regulations, ordinances and local laws which apply to their rights and obligations under this Easement.

12. Governing Law

This Easement shall be governed by and construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

13. Notices

13.1 Notices under this Easement may be delivered by hand, by registered mail, or by facsimile to the addresses specified in clause 13.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

13.2 Notice will be deemed to be given:

- (a) 2 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or

if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day, as the case may be.

13.3 The address for each party is:

Owner

Address: Brisbane City Legal Practice
Brisbane City Council
Level 20 Brisbane Square
266 George Street
Brisbane QLD 4000

Postal Address: GPO Box 1434
Brisbane QLD 4001

Telephone: (07) 3403 4749

Facsimile: (07) 3334 0058

Chief Executive

Address: Regional Director
Metropolitan Region Brisbane Office
Department of Main Roads
Floor 20, 313 Adelaide Street
Brisbane QLD 4000

Postal Address: PO Box 70
Spring Hill QLD 4004

Telephone: (07) 3066 4299

Facsimile: (07) 3220 6071

Insert -

"SCHEDULE 1

Rights and Obligations under Easement**1. Definitions**

1.1 The following terms shall have the meanings respectively assigned to them -

Adjoining Land means Lots 19, 20, 21, 22, 23, 24 and 25 on SP240994 owned and controlled by the Owner for the purposes of a carpark.

Business Day means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.

Chief Executive means the chief executive of the Department of Transport and Main Roads, together with the successors and assigns of the Chief Executive and others authorised by the Chief Executive. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Chief Executive to exercise the rights of the State or the Chief Executive under the Easement.

Claim means any actions, proceedings, claims, demands, costs, losses, damages, liabilities and expenses (including any legal cost and expense) whatsoever.

Easement means this Easement comprising the terms and conditions set out in this Schedule 1.

Easement Area means Easements X and Y in Lots 24 and 25 on SP240994 on SP241056 (being a plan registered, or to be registered in the Queensland Land Registry, Department of Natural Resources and Mines) being the land over which the Easement is resumed and in the appropriate context includes all improvements, infrastructure or structures on, in or through the Easement Area.

Owner means the registered owner of the Easement Area from time to time. Where the context permits, the term includes servants, agents, employees, contractors, subcontractors, licensees and invitees and all other persons authorised by the Owner to exercise the rights of the Owner under the Easement.

State means the State of Queensland represented by the Department of Transport and Main Roads (or any other department as nominated by the State of Queensland from time to time) and includes the Chief Executive acting in his or her capacity under the *Transport Infrastructure Act 1994* or the TPC Act.

TPC Act means the *Transport Planning and Coordination Act 1994* and any amendments to it or any Act superseding that Act.

Water Infrastructure means structures, drains, pipes, conduits for the passage and/or supply of water together with all associated manholes, manhole chambers, inlets, equipment and fittings in connection with them which are or may be on the Easement Area from time to time.

1.2 Headings are for convenience and ease of reference only and will not be relevant to, or affect the construction or meaning of this Easement.

1.3 A reference to any statute, regulation, ordinance, local law or other statutory instrument shall be deemed to extend to all statutes, regulations, ordinances local laws or other statutory instruments amending, consolidating or replacing them.

1.4 Words indicating the singular number include the plural number and vice versa.

1.5 Words indicating one gender shall include all other genders.

1.6 A reference to a person includes a reference to corporations and other entities recognised by law and includes a reference to a person's legal personal representatives, administrators, successors, assigns and transferees.

1.7 If the Owner consists of two or more persons at any time:

(a) a reference in the Easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and

(b) those persons are bound and benefited by the Easement both individually and in each combination of them jointly.

1.8 Where under or pursuant to this Easement the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. Purpose of Easement

Subject to clause 3.1, the Chief Executive has the following easement rights:

(a) the full and free right at all times and from time to time to enter upon the Easement Area to dig, form, lay down, construct, maintain, repair, replace and remove the Water Infrastructure in, through and on the Easement Area;

(b) the full, free and uninterrupted access to the Water Infrastructure at all times and from time to time to inspect the condition of, maintain, cleanse, amend, alter, replace or remove the Water Infrastructure, with the full right of support for the Water Infrastructure at all times;

(c) the right to utilise the Water Infrastructure for the unimpeded passage and supply of water;

- (d) the full and free liberty at all times with or without workmen, animals, vehicles, appliances, materials, earthmoving equipment and things to open and breakup the soil and sub-surface of the Easement Area, to enter upon and to pass and re-pass along the Easement Area, or the Adjoining Land for any of the purposes referred to in this clause 2 or otherwise incidental to the use of the Easement Area for the water supply purposes;
- (e) the right to relocate the Water Infrastructure within the Easement Area, at the Chief Executive's cost.

3. Exercise of Rights

- 3.1 Except in the case of an emergency, the Chief Executive will not construct Water Infrastructure on the Easement Area without the consent of the Owner, which will not be unreasonably withheld.
- 3.2 The Chief Executive will take all reasonable precautions to ensure as little disturbance as possible to the surface of the Easement Area and the Adjoining Land. In the exercise of its powers under this Easement, the Chief Executive shall endeavour to carry out the work in such a manner as to cause as little inconvenience as possible to the occupiers of the Easement Area and the Adjoining Land and as far as possible, to avoid causing damage to any buildings or improvements of the Owner on the Easement Area and the Adjoining Land.
- 3.3 Except in the case of an emergency, the Chief Executive will give the Owner seven days written notice of its intention to carry out any work on the Easement Area.
- 3.4 To avoid doubt, the Chief Executive is not required to provide notice to the Owner if the Chief Executive intends to carry out a visual inspection of the Water Infrastructure.
- 3.5 In carrying out any work on the Easement Area, the Chief Executive must:
 - (a) give the Owner:
 - (i) details of the nature and duration of any works the Chief Executive intends to undertake under this Easement;
 - (ii) details of all equipment required to undertake any works the Chief Executive intends to undertake under this Easement;
 - (b) not undertake any works which may disrupt or impede the carpark on the Adjoining Land without the Owner's prior written consent;
 - (c) comply with any directions or instructions of the Owner in connection with the Easement Area, the Adjoining Land or the carpark on the Adjoining Land;
 - (d) do everything necessary to preserve the future potential of the Adjoining Land as a carpark;
 - (e) not interfere with, adversely affect or disrupt the undertaking, operation, safety or integrity of the Adjoining Land or the carpark on the Adjoining Land.

4. Repair of Damage

Any damage to the Easement Area caused by the Chief Executive and others authorised by the Chief Executive, must be repaired by the Chief Executive at the Chief Executive's cost. The Easement Area must be restored, as far as practicable, to the condition it was in prior to any such damage being caused.

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- 5.1 At its own expense, the Chief Executive must keep and maintain the Water Infrastructure in good repair and in a safe condition.
- 5.2 At its own expense, the Owner, or the registered proprietor for the time being of the Easement Area, must otherwise keep and maintain the Easement Area in good repair and in a safe condition.

6. Owner's Rights

The Owner, or a registered proprietor for the time being of the Easement Area:

- (a) shall have the right to use the Easement Area for any purpose and in any manner which is not inconsistent with the use by the Chief Executive under the terms of this Easement; and
- (b) shall not erect, construct, install or place any building, structure or paving or similar improvements on the Easement Area without the Chief Executive's consent.

7. Owner's Acknowledgement

The Owner acknowledges that the giving of the Chief Executive's consent or approval under this Easement does not relieve the Owner from any obligations arising at law to obtain any other consents, permits, approvals or other authorisations relating to the Easement Area or the Owner's activities within the Easement Area.

8. Ownership of Water Infrastructure

The Water Infrastructure is the property of the Chief Executive notwithstanding any actual or apparent affixing to the Easement Area.

9. Indemnity

9.1 The Owner:

- (a) indemnifies; and
- (b) releases and discharges,

the Chief Executive from and against all Claims which may be brought against or made upon the Chief Executive or which the Chief Executive may pay, sustain or be put to by reason of, or in consequence of or in connection with the Owner's use of the Easement Area unless the Claim arises from the Chief Executive's negligent or unlawful act or omission.

9.2 The Chief Executive:

- (a) indemnifies; and
- (b) releases and discharges,

the Owner from and against all Claims which may be brought against or made upon the Owner, or which the Owner may pay, sustain or be put to by reason of, or in consequence of or in connection with the Chief Executive's use of the Easement Area unless the Claim arises from the Owner's negligent or unlawful act or omission.

10. No Fetter

10.1 The Owner acknowledges that nothing in this Easement (including the giving of the Chief Executive's consent or approval under this Easement):

- (a) in any way affects, inhibits, restricts or otherwise fetters the exercise by the Chief Executive of the discretion, powers, functions or rights of the Chief Executive; or
- (b) purports to fetter, act as an estoppel of or act as an agreement in any way about the exercise of a discretion, the making or a decision of the doing of anything by the Chief Executive.

11. Compliance with Laws

The Chief Executive and the Owner shall comply with and observe all statutes, regulations, ordinances and local laws which apply to their rights and obligations under this Easement.

12. Waiver

No rights under this Easement shall be deemed to be waived except by notice in writing signed by each party. A waiver by either party shall not prejudice that party's rights in respect of any subsequent breach of this Easement by the other party. Any failure by either party to enforce any clause of this Easement or any forbearance delay or indulgence granted by either party to the other shall not be construed as a waiver of rights under this Easement.

13. Governing Law

This Easement shall be governed by and construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

14. Notices

14.1 Notices under this Easement may be delivered by hand, by registered mail, or by facsimile to the addresses specified in clause 14.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

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- (a) 2 Business Days after deposit in the mail with postage prepaid;
- (b) when delivered by hand; or
- (c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day,

as the case may be.

14.3 The address for each party is:

Owner

Address: Land Acquisition Manager, Brisbane Infrastructure
Brisbane City Council
Level 2 Green Square 505 St Pauls Tce
FORTITUDE VALLEY QLD 4006

Telephone: (07) 3403 7543

Facsimile: (07) 3334 0075

Chief Executive

Address: Regional Director
Metropolitan Region Brisbane Office
Department of Transport and Main Roads
Floor 20, 313 Adelaide Street
Brisbane QLD 4000

Postal Address: PO Box 70
Spring Hill QLD 4004

Telephone: (07) 3066 4299

Facsimile: (07) 3220 6071

Brisbane City
Eastern Busway Stage 2 (Stones Corner)
510/596; 495/9258"

ENDNOTES

1. Made by Director (Property Acquisitions and Disposals) on 27 November 2018, pursuant to delegation for Minister for Transport and Main Roads under section 36B of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 30 November 2018.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.



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[No. 76

Planning Act 2016

PUBLIC NOTICE
MACKAY REGIONAL COUNCIL

**ADOPTION OF MINOR AMENDMENT TO INSERT OPEN SPACE
 PLANNING SCHEME POLICY AND ADMINISTRATIVE AMENDMENT 3
 OF 2018 TO MACKAY REGION PLANNING SCHEME 2017**

Notice is given in accordance with the *Planning Act 2016* that, on 28 November 2018 Mackay Regional Council resolved to adopt Minor Amendment – Insert Open Space Planning Scheme Policy and Administrative Amendment 3 of 2018 and to amend *Mackay Region Planning Scheme 2017* version 2.0.

The purpose and general effect of the minor amendment is to incorporate the Open Space Planning Scheme Policy.

The purpose and general effect of the administrative amendment is to correct errors in spelling, grammar, numbering and cross references and to adopt version 2.1 of the *Mackay Region Planning Scheme 2017*.

The minor and administrative amendments to *Mackay Region Planning Scheme 2017*, including the Open Space Planning Scheme Policy will commence as version 2.1 of the *Mackay Region Planning Scheme 2017* on 5 December 2018.

From 5 December 2018 *Mackay Region Planning Scheme 2017* version 2.1:

- (a) will be available for inspection or purchase at Council's Customer Service Centre at 73 Gordon Street, Mackay; and
- (b) can be viewed online and downloaded online at www.mackay.qld.gov.au/planningschemes

For more information contact Council's Strategic Planning Program on 1300 622 529 or email strategic.planning@mackay.qld.gov.au.

Craig Doyle
 Chief Executive Officer
 Mackay Regional Council

Planning Act 2016

**PUBLIC NOTICE
MACKAY REGIONAL COUNCIL
ADOPTION OF QUALIFIED STATE INTEREST AMENDMENT 1 OF 2017
TO THE MACKAY REGION PLANNING SCHEME 2017**

Notice is given in accordance with the *Planning Act 2016* that, on 28 November 2018 Mackay Regional Council resolved to adopt Qualified State Interest Amendment 1 of 2018.

The purpose and general effect of the qualified state interest amendment is to:

- clearly identify the planning scheme's building assessment provisions
- delete Residential densities overlay
- amend the level of assessment for dwelling house in Emerging community zone and Township zone
- amend the level of assessment and assessment benchmarks where located in the Airport environs overlay
- amend reference from 'rear laneways' to 'laneways'
- amend minimum setbacks
- amend height for cropping and wholesale nurseries in the Rural residential zone
- amend height for domestic outbuildings
- changes to secondary dwellings in the Rural and Rural residential zones
- include definitions for 'open verandah' and 'sensitive land use zone'
- amend definition of 'residential zone' and 'secondary road frontage'
- update references to applicable legislation

The qualified state interest amendment to *Mackay Region Planning Scheme 2017* will commence as version 2.1 of the *Mackay Region Planning Scheme 2017* on 5 December 2018.

From 5 December 2018 *Mackay Region Planning Scheme 2017* version 2.1:

- (a) will be available for inspection or purchase at Council's Customer Service Centre at 73 Gordon Street, Mackay; and
- (b) can be viewed online and downloaded online at **www.mackay.qld.gov.au/planningschemes**

For more information contact Council's Strategic Planning Program on 1300 622 529 or email **strategic.planning@mackay.qld.gov.au**.

Craig Doyle
Chief Executive Officer
Mackay Regional Council



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Department of Justice and Attorney-General
Brisbane, 30 November 2018

His Excellency the Governor, acting by and with the advice of the Executive Council, has approved under section 59 of the *Constitution of Queensland 2001* that –

- (a) each of the undermentioned persons be appointed, by Commission, as a Judge of the Supreme Court of Queensland on and from the date of commencement as shown –

Name	Date of Commencement
Thomas Joseph Bradley QC	3 December 2018
Elizabeth Sybil Wilson QC	3 December 2018

YVETTE D'ATH MP
Attorney-General
and Minister for Justice
Leader of the House

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@qirc.qld.gov.au

Web Address: www.qirc.qld.gov.au for Appeal Notice

For general enquiries prior to lodgement of an appeal:

Contact Industrial Registry on 1300 592 987 or email QIRC.registry@qirc.qld.gov.au

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF EDUCATION				
SER 292095/18	Sports Operations Manager, Runaway Bay Sport and Leadership Excellence Centre, South East Region, State Schools Division, Runaway Bay (AO7)	26-11-2018	Fenemor, Tracey	Senior Administration Officer, Runaway Bay Sport and Leadership Excellence Centre, South East Region, State Schools Division, Runaway Bay (AO4)
SER 292162/18	Human Resources Manager, Runaway Bay Sport and Leadership Excellence Centre, South East Region, State Schools Division, Runaway Bay (AO7)	26-11-2018	Hamilton, Amanda	Administrative Officer, Runaway Bay Sport and Leadership Excellence Centre, South East Region, State Schools Division, Runaway Bay (AO2)
CO 289873/18	Facilities Services Officer, Infrastructure Business and Operational Support Unit, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO3)	21-11-2018	White, Tim	Administrative Officer, Infrastructure Business and Operational Support Unit, Infrastructure Services Branch, Corporate Services Division, Brisbane (AO2)
CO 288713/18	Principal Policy Officer, Early Years and Schooling Unit, Strategic Policy and Intergovernmental Relations Branch, Policy, Performance and Planning Division, Brisbane (AO8)	14-11-2018	Gilvear, Kate	Principal Policy Officer, Early Years and Schooling Unit, Strategic Policy and Intergovernmental Relations Branch, Policy, Performance and Planning Division, Brisbane (AO7)
NCR 288245/18	Principal Education Officer (School Improvement), School Support Unit, North Coast Region, State Schools Division, Maroochydore (AO7)	01-01-2019	Crombie, Vicki	Teacher, Mount Cotton State School, South East Region, State Schools Division, Mount Cotton (B03)
CQR 287679/18	Business Manager, Waraburra State School, Central Queensland Region, State Schools Division, Gracemere (AO4)	30-11-2018	McGuinness, Melinda	Business Manager, Westwood State School, Central Queensland Region, State Schools Division, Westwood (AO3)
FNR 286721/18	Senior Payroll Services Officer, Payroll Services – Cairns Unit, Human Resources Branch, Corporate Services Division, Cairns (AO4)	26-11-2018	Hellmuth, Ellen	Payroll Services Officer, Payroll Services – Cairns Unit, Human Resources Branch, Corporate Services Division, Cairns (AO3)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
FNR 287149/18	Head of Curriculum, Innisfail East State School, Far North Queensland Region (HOC)	24-01-2019	Teixeira, Carolyn Lee	Teacher, Flying Fish Point State School, North Queensland Region (TCH)
FNR 287259/18	Head of Curriculum, Yungaburra State School, Far North Queensland Region (HOC)	24-01-2019	Telford, Adrienne	Teacher, Yungaburra State School, Far North Queensland Region (TCH)
MER 287717/18	Head of Curriculum, Algester State School, Metropolitan Region (HOC)	24-01-2019	Whatley, Lee Sharon	Teacher, Algester State School, Metropolitan Region (TCH)
MER 287272/18	Head of Curriculum, Camira State School, Metropolitan Region (HOC)	24-01-2019	Bartels, Amber Renee	Teacher, Chapel Hill State School, Metropolitan Region (TCH)
MER 287291/18	Head of Curriculum, Kuraby Special School, Metropolitan Region (HOC)	24-01-2019	Gallaher, Camille Amber	Teacher, Kuraby Special School, Metropolitan Region (TCH)
MER 287301/18	Head of Curriculum – Student Services, Riverview State School, Metropolitan Region (HOC)	24-01-2019	Roche, Katrina Maree	Teacher, Fernbrooke State School, Metropolitan Region (TCH)
NCR 287320/18	Head of Curriculum, Caboolture East State School, North Coast Region (HOC)	24-01-2019	Stegman, Robyn Frances	Teacher, Minimbah State School, North Coast Region (TCH)
SER 283652/18	Head of Curriculum, Eagleby State School, South East Region (HOC)	24-01-2019	Pyke, Felicity Jane	Teacher, Greenbank State School, South East Region (TCH)
SER 283937/18	Head of Curriculum, Mabel Park State School, South East Region (HOC)	24-01-2019	Bell, Alexis Jacqueline	Teacher, Mabel Park State School, South East Region (TCH)
DSR 291071/18	Principal, Dalveen State School, Darling Downs South West Region (SL1)	01-01-2019	Moncada, Charles Frederick	Teacher, Boonah State School, South East Region (TCH)
NQR 292160/18	Principal, Hayman Island State School, North Queensland Region (SL1)	26-11-2018	Reed, John Elliott	Teacher, Narbethong Special School, Metropolitan Region (TCH)
MER 284561/18	Head of Department – Curriculum, Forest Lake State High School, Metropolitan Region (HOD)	24-01-2019	Whitby, Adam Edward	Teacher, Forest Lake State High School, Metropolitan (TCH)
MER 284583/18	Guidance Officer, Forest Lake State High School, Metropolitan Region (GO)	24-01-2019	Appleby, Jodie Marie	Teacher, Brisbane Youth Education Centre, Metropolitan (TCH)
MER 256723/18	Head of Department – Humanities/ Business, The Gap State High School, Metropolitan Region (HOD)	24-01-2019	Murphy, Ross Edward	Teacher, The Gap State High School, Metropolitan (TCH)
MER 286814/18	Head of Department – The Arts, The Gap State High School, Metropolitan Region (HOD)	24-01-2019	McMullen, Monique	Teacher, The Gap State High School, Metropolitan (TCH)
NCR 289528/18	Head of Department – Information Technology, Burpengary State Secondary College, North Coast Region (HOD)	24-01-2019	Clarke, Christopher Sean	Teacher, Burpengary State Secondary College, North Coast Region (TCH)
NCR 289531/18	Head of Department – Student Services, Burpengary State Secondary College, North Coast Region (HOD)	24-01-2019	Fong, Patricia Chun	Teacher, Sandgate District State High School, Metropolitan Region (TCH)
SER 289776/18	Guidance Officer, Southport State High School, South East Region (GO)	24-01-2019	Neumann, Joshua William	Teacher, Southport State High School, South East (TCH)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
NCR 288300/18	Guidance Officer, Minimbah State School, North Coast Region (GO)	24-01-2019	Cotton, Fiona Jane	Teacher, Stafford State School, Metropolitan Region (TCH)
SER 289424/18	Head of Department – Curriculum (Professional Learning), Southport State High School, South East Region (HOD)	24-01-2019	Cureton, Rachel Monique	Teacher, Southport State High School, South East Region (TCH)
SER 289414/18	Head of Department – Teaching and Learning, Southport State High School, South East Region (HOD)	24-01-2019	Clayton, Nyree Anne	Teacher, Southport State High School, South East Region (TCH)
CQR 287073/18	Guidance Officer, Dysart State High School, Central Queensland Region (GO)	24-01-2019	Knust, Markus	Teacher, Dysart State High School, Central Queensland Region (TCH)
CQR 287100/18	Guidance Officer, Gladstone West State School, Central Queensland Region (GO)	24-01-2019	McDonald, Amy Maree	Teacher, Tannum Sands State High School, Central Queensland Region (TCH)
CQR 283614/18	Guidance Officer, Berserker Street State School, Central Queensland Region (GO)	24-01-2019	Wagstaff, Sherie Nicole	Teacher, Berserker Street State School, Central Queensland Region (TCH)
NCR 287194/18	Guidance Officer, Maryborough/Hervey Bay Area, North Coast Region (GO)	24-01-2019	Graham, Erin Maree	Teacher, Pialba State School, North Coast Region (TCH)
NCR 287194/18	Guidance Officer, Maryborough/Hervey Bay Area, North Coast Region (GO)	24-01-2019	Cooper, Lisa Ann	Teacher, Pialba State School, North Coast Region (TCH)
NCR 287194/18	Guidance Officer, Maryborough/Hervey Bay Area, North Coast Region (GO)	24-01-2019	Steffen, Tracey Lee	Teacher, Tinana State School, North Coast Region (TCH)
CQR 288532/18	Principal, Lochington State School, Central Queensland Region (SL1)	01-01-2019	Bull, Elisabeth Kae	Senior Teacher, Rockhampton State High School, Central Queensland Region (TCH)
DSR 289799/18	Principal, Thallon State School, Darling Downs South West Region (SL1)	24-01-2019	Allen, Christine Nereda	Teacher, Victoria Point State School, South East Region (TCH)

DEPARTMENT OF HOUSING AND PUBLIC WORKS

290108/18	Senior Housing Officer, Central Queensland/North Coast Region, Service Delivery, Housing Homelessness and Sport, Caboolture (AO4)	Date of duty	Ellis, Amber	Housing Officer, Moreton Bay, Central Queensland/North Coast Region, Service Delivery, Housing Homelessness and Sport, Caboolture (AO3)
290108/18	Senior Housing Officer, Central Queensland/North Coast Region, Service Delivery, Housing Homelessness and Sport, Caboolture (AO4)	Date of duty	Ierome, Alvina	Housing Officer, Moreton Bay Housing Service Centre, Central Queensland/North Coast Region, Service Delivery, Housing Homelessness and Sport, Moreton Bay (AO3)
287631/18	Senior Correspondence Officer, Business and Service Support, Housing Homelessness and Sport, Brisbane (AO6)	Date of duty	McGrath, Anne	Business Support Officer, Governance Planning and Performance, Strategy and Coordination, Portfolio Strategy, Brisbane (AO4)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL				
289405/18	Executive Legal Secretary, Workplace Law 2, Public Law Branch, Crown Law, Brisbane (AO4)	Date of duty	Rogers, Kayla	Senior Legal Secretary, Workplace Law 2, Public Law Branch, Crown Law, Brisbane (AO3)
290483/18	Senior Project Officer, Victim Assist Queensland, Community Justice Services, Justice Services, South Brisbane (AO5)	Date of duty	Field, Laura	Senior Case Manager, Victim Assist Queensland, Community Justice Services, Justice Services, South Brisbane (AO4)
276867/18	Court Services Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Palk, Jennifer	Administrative Officer – Bailiff, Court Operations and Support, Supreme District and Land Courts Registry Operations, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
288073/18	Senior Information Officer, Information and Community Education Unit, Office of the Commissioner Body Corporate and Community Management, South Brisbane (AO5)	Date of duty	Hill, Amelia	Administrative Officer, Office of the Commissioner Body Corporate and Community Management, Community Justice Services, Justice Services, South Brisbane (AO2)
262344/17	Deputy Registrar, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO4)	Date of duty	Fisher, Megan	Court Services Officer, Client Relations (Supreme District and Land Courts), Queensland Courts Services, Brisbane (AO3)
276867/18	Court Services Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Purasinghe, Michala	Administration Officer – Bailiff, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
276867/18	Court Services Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Stamp, Christopher	Administrative Officer – Bailiff, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
276867/18	Court Services Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Sillett, Adam	Administrative Officer – Bailiff, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
276867/18	Court Services Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Noormahomed, Nasreen	Administrative Officer, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
290599/18	Administration Officer, Communication Services, Corporate Services, Brisbane (AO4)	Date of duty	Vee, Ellie	Administration Officer, Communication Services, Corporate Services, Brisbane (AO3)
289751/18	Manager Infrastructure Program Delivery, Office of the Executive Director, Facilities Services, Corporate Services, Brisbane (AO8)	Date of duty	O'Donnell, Mitchell	Senior Project Officer, Program Support, Facilities Services, Corporate Services, Brisbane (AO6)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY				
287499/18	Team Leader, Water Resource Policy, Water Policy, Policy, Brisbane (AO8)	Date of duty	Hill, Melissa	Principal Project Officer, Water Resource Policy, Water Policy, Policy, Brisbane (PO5)
292197/18	Senior Land Officer, Titles Operations, Titles Registry, Natural Resources, Robina (AO5)	Date of duty	Lavis, Tina	Land Officer, Titles Operations, Titles Registry, Natural Resources, Robina (AO4)
289087/18	Team Leader, State Land Management Services, Land Services, South Region, Natural Resources, Beenleigh (AO5)	Date of duty	Wells, Simon	Land Officer, State Land Management, State Land Management Services, Land Services, South Region, Natural Resources, Beenleigh (AO3)
DEPARTMENT OF PREMIER AND CABINET				
266324/18	Assistant Parliamentary Counsel (Grade 4), Office of the Queensland Parliamentary Counsel, Brisbane (PO6)	Date of duty	Freeneey, Michelle	Assistant Parliamentary Counsel Grade 3, Office of the Queensland Parliamentary Counsel, Brisbane (PO5)
284802/18	Assistant Parliamentary Counsel – Grade 2, Drafting Services, Office of the Queensland Parliamentary Counsel, Brisbane (PO4)	Date of duty	Mascelle, Laura	Assistant Parliamentary Counsel Grade 1, Drafting Services, Office of the Queensland Parliamentary Counsel, Brisbane (PO3)
276231/18	Assistant Parliamentary Counsel Grade 3, Office of the Queensland Parliamentary Counsel, Brisbane (PO5)	Date of duty	Fraser, Benjamin	Assistant Parliamentary Counsel Grade 2, Office of the Queensland Parliamentary Counsel, Brisbane (PO4)
PUBLIC SAFETY BUSINESS AGENCY				
287211/18	Executive Coordinator, Office of the Chief Operating Officer, Brisbane (AO5)	Date of duty	Pearsall, Stacey	Executive Secretary, Policy and Performance, Strategy Policy and Performance, Queensland Police Service, Brisbane (AO3)
284370/18	Senior Systems Administrator, Frontline and Digital Services, Brisbane (AO6)	Date of duty	Lawson, Andrew	Systems Administrator, IT Support, IT Operations, Frontline and Digital Services, Brisbane (AO5)
290783/18	Procurement Officer, ICT and Services, Procurement Services, Asset and Procurement Services, Brisbane (AO4)	Date of duty	Bennett, Katherine Maree	Administrative Officer, ICT and Services, Procurement Services, Asset and Procurement Services, Brisbane (AO2)
QUEENSLAND CORRECTIVE SERVICES				
287935/18	Psychologist, Brisbane Women's Correctional Centre, Custodial Operations, Statewide Operations, Wacol (PO3)	Date of duty	Trentin, Matthew	Program Delivery Officer, Brisbane Women's Correctional Centre, Custodial Operations, Statewide Operations, Wacol (PO2)
286744/18	Probation Services Officer, Far North Region, Probation and Parole, Statewide Operations, Thursday Island (AO4)	Date of duty	Panozzo, Aurora	Case Manager, Far North Region, Probation and Parole, Statewide Operations, Cairns (PO2)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
QUEENSLAND POLICE SERVICE				
271499/18	Client Liaison Officer, Road Safety Camera Office, Road Policing Command, Specialist Operations, Brisbane (AO3)	Date of duty	Hanara-Latu, Sacha Maria	Administrative Officer, Road Safety Camera Office, Road Policing Command, Brisbane (AO2)
QUEENSLAND TREASURY				
271617/18	Revenue Officer – Level 2, Assessing, Duties and Grants, Office of State Revenue, Brisbane (AO4)	Date of duty	Taylor, David	Revenue Officer – Level 1, Land Tax, Office of State Revenue, Queensland Treasury, Brisbane (AO3)
289658/18	Principal Analyst, Demography and Indigenous Statistics, Queensland Government Statistician's Office (QGSO), Economics and Fiscal Coordination, Brisbane (AO8)	Date of duty	Sivo, Sylvia	Senior Statistician, Demography and Indigenous Statistics, Queensland Government Statistician's Office (QGSO), Economics and Fiscal Coordination, Brisbane (AO7)
DEPARTMENT OF STATE DEVELOPMENT, MANUFACTURING, INFRASTRUCTURE AND PLANNING				
289728/18	Senior Economic Development Officer, South East Queensland West, South Region, Regional Economic Development, Ipswich (AO6)	Date of duty	Prest, Sarah	Senior Development Officer, South East Queensland West, South Region, Regional Economic Development, Brisbane (AO5)
290901/18	Manager, South Team, State Development Areas, Coordinator General, Brisbane (AO8)	Date of duty	Chapman, Sally	Senior Project Officer, North Team, State Development Areas, Coordinator General, Brisbane (AO6)
286279/18	Project Manager, Project Assessment and Facilitation, Coordinated Project Delivery, Coordinator General, Brisbane (AO8)	Date of duty	Richard, Jason	Principal Project Officer, Project Assessment and Facilitation, Coordinated Project Delivery, Coordinator General, Brisbane (AO7)
287777/18	Senior Economic Development Officer, Mackay-Isaac-Whitsunday, North Region, Regional Economic Development, Mackay (AO6)	Date of duty	Byrnannd-Trappes, Roslyn	Senior Economic Development Officer, Mackay-Isaac-Whitsunday, North Region, Regional Economic Development, Mackay (AO5)
DEPARTMENT OF TRANSPORT AND MAIN ROADS				
285845/18	Engineer (Civil), Metropolitan Region, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (PO3)	Date of duty	Pearson, Kelly	Engineer, Geospatial Design and Capability Engineering and Technology, Infrastructure Management and Delivery, Brisbane (PO2)
289721/18	Senior Advisor (Service Management), Northern, Customer Services, Customer Services, Safety and Regulation, Cairns (AO4)	Date of duty	Equinox, Dean	Administration Officer, Mareeba Division, Far North District, Northern Region, Queensland Police Service, Mareeba (AO2)
288589/18	Project Manager, North, RoadTek, Infrastructure Management and Delivery, Mackay (AO5)	Date of duty	Brits, Chane	Project Manager, South, RoadTek, Infrastructure Management and Delivery, Roma (PO3)
287459/18	Senior Engineer, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (PO4)	Date of duty	Gu, Xiang	Engineer (Civil), South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (PO3)

APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
287782/18	Project Management Support Officer, Central Queensland Operations, North, RoadTek, Rockhampton (AO3)	Date of duty	Witt, Cassandra	Administration Officer, Management, Rockhampton, Central Queensland Operations, North, RoadTek, Infrastructure Management and Delivery, Rockhampton (AO2)
288939/18	Senior Advisor (Internal Communications), People Capability and Improvement, Office of the Deputy Director-General, TransLink, Brisbane (AO6)	Date of duty	Lucas, Stella	Governance and Communications Officer, Organisational Culture and Engagement, Public Safety Business Agency, Brisbane (AO5)
290665/18	Procurement Officer, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (AO3)	Date of duty	Coffey, Kay	Program Administration Officer, Program Support, South Coast District, South Coast Region, Program Delivery and Operations, Infrastructure Management and Delivery, Nerang (AO2)
290441/18	Designer (Civil), Metropolitan Region, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (TO3)	Date of duty	Vuckovic, Nemanja	Designer (Civil), Metropolitan Region, Program Delivery and Operations, Infrastructure Management and Delivery, Brisbane (TO2)
286733/18	Project Support Officer, North Coast and Wide Bay/Burnett Region, Program Delivery and Operations, Infrastructure Management and Delivery, Maroochydore (AO3)	Date of duty	Newman, Casey	Program Administration Officer, North Coast and Wide Bay/Burnett Region, Program Delivery and Operations, Infrastructure Management and Delivery, Maroochydore (AO2)
288171/18	Principal Analyst, Transport System Management, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO7)	Date of duty	Henrion, Martin	Senior Analyst, Transport System Management, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO6)

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
DEPARTMENT OF EDUCATION			
SER 289252/18	Deputy Principal, Broadbeach State School, South East Region (DSL2)	24-01-2019	White, Peta Michelle
CQR 289149/18	Principal, Mackay District Special School, Central Queensland Region (SL5)	26-11-2018	Schultz, Rodney Clive
NQR 290935/18	Principal, Charters Towers Central State School, North Queensland Region (SL3)	01-01-2019	Franklin, Anthony John

APPOINTMENTS PART II – NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
FNR 289547/18	Head of Campus, Tagai State College – Thursday Island Secondary Campus, Far North Region (SL5)	01-01-2019	Bowie, Suberia
FNR 2892797/18	Head of Campus, Tagai State College – Badu Island Campus, Far North Region (SL3)	01-01-2019	Hincks, Peter Ronald
NCR 285383/18	Deputy Principal, Mango Hill State School, North Coast Region (DSL2)	24-01-2019	White, Melinda Therese
NCR 291331/18	Deputy Principal, Pine Rivers State High School, North Coast Region (DSL3)	24-01-2019	Morel, Carol-Ann Monica
SER 292062/18	Principal, Burrowes State School, South East Region (SL6)	24-01-2019	Wilmott, Patricia Louise
MER 289254/18	Principal, Hilder Road State School, Metropolitan Region (SL4)	15-12-2018	Watts, Jodie Louise
MER 286981/18	Principal, Albany Hills State School, Metropolitan Region (SL6)	24-01-2019	Hansen, Christopher Darren
NCR 289534/18	Deputy Principal, Burpengary State Secondary College, North Coast Region (DSL3)	24-01-2019	Collins, Peter Daniel
SER 289421/18	Head of Department – Industrial Design and Technology, Southport State High School, South East Region (HOD)	24-01-2019	Rogers, Andrew Mark
CQR 291415/18	Principal, Boyne Island Environmental Education Centre, Central Queensland Region (SL3)	24-01-2019	Gabriel, Michael Ian
CQR 282712/18	Deputy Principal, Mackay North State High School, Central Queensland Region (DSL3)	24-01-2019	Apelt, Christopher Brett
FNR 287091/18	Deputy Principal, Tully State High School, Far North Queensland Region (DSL3)	24-01-2019	Bidois, Rebekah Eliza
NCR 283773/18	Deputy Principal, Bundaberg State High School, North Coast Region (DSL3)	24-01-2019	Shield, Naomi Joan
DSR 287084/18	Deputy Principal, Nanango State High School, Darling Downs South West Region (DSL3)	24-01-2019	Wager, Jade Maree
NQR 287516/18	Deputy Principal, Spinifex State College – Mount Isa – Junior Campus, North Queensland Region (DSL3)	24-01-2019	Horskins, Daniel Noel
SER 278435/18	Deputy Principal, Upper Coomera State College, South East Region (DSL3)	24-01-2019	Binstead, Nathaniel Phillip
MER 287700/18	Deputy Principal, Brassall State School, Metropolitan Region (DSL2)	24-01-2019	Beitzel, Rachel Jane
SER 280851/18	Deputy Principal, Victoria Point State School, South East Region (DSL2)	24-01-2019	Bunce, Susan Jane
NCR 287347/18	Deputy Principal, Maleny State School, North Coast Region (DSL1)	24-01-2019	Heiniger, Paula Maree
MER 292150/18	Deputy Principal, Ashgrove State School, Metropolitan Region (DSL2)	24-01-2019	O'Halloran, Glen Robert
CQR 292035/18	Principal, Anakie State School, Central Queensland Region (SL2)	18-01-2018	Kemp, Melina Louisa
CQR 291757/18	Principal, Blackwater State School, Central Queensland Region (SL3)	01-01-2019	Koina, Vanessa Prue-Anne

APPOINTMENTS PART II – NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
CQR 291755/18	Principal, Lakes Creek State School, Central Queensland Region (SL2)	01-01-2019	Moore, Lachlan James
CQR 287033/18	Guidance Officer, Biloela State High School, Central Queensland Region (GO)	24-01-2019	Riley, Teresa Anne
CQR 282726/18	Guidance Officer, Mackay North State High School, Central Queensland Region (GO)	24-01-2019	Jarvis, Leanne Elizabeth
NCR 287194/18	Guidance Officer, Maryborough/Hervey Bay Area, North Coast Region (GO)	24-01-2019	Sands, Amy Marie
NQR 287213/18	Guidance Officer, Ingham State School, North Queensland Region (GO)	24-01-2019	Burberry, Anna
NCR 292395/18	Head of Department, Kawana Waters State College, North Coast Region (HOD)	24-01-2019	Blanch, Gregory Harvey
MER 292149/18	Deputy Principal, Eatons Hill State School, Metropolitan Region (DSL2)	24-01-2019	Callaghan, Penny Louise
NCR 292146/18	Deputy Principal, Bray Park State High School, North Coast Region (DSL3)	24-01-2019	Kerr, Eleana Victoria
DSR 288174/18	Head of Department – Physical Education / Senior Schooling, Laidley State High School, Darling Downs South West Region (HOD)	24-01-2019	O’Riordan, Derryn

DEPARTMENT OF HOUSING AND PUBLIC WORKS

277223/18	Director, Business and Operational Support, Office of the Deputy Director-General, Sport and Recreation Services, Brisbane (SO)	Date of duty	Condon, Timothy
* 288177/18	Executive Director Financial Systems and Services, Financial Services, Finance Directorate, Corporate Services, Brisbane (SES2(Lw))	Date of duty	Swannie, Leigh
# 283376/18	Executive Director, Strategy and Coordination, Portfolio Strategy, Brisbane (SES2(H))	Date of duty	Richardson, Rowena
# 283376/18	Executive Director, Strategy and Coordination, Portfolio Strategy, Brisbane (SES2(H))	Date of duty	Chalmers, Amanda

* Contract for up to two (2) years.

Contract for up to three (3) years with possible extension.

PARLIAMENTARY SERVICE

PAR 18/38	Information Management Librarian, Information Services, Parliamentary Service, Brisbane (PO3)	19-11-2018	Nitkiewicz, Ruth Louise BA MIM
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DEPARTMENT OF PREMIER AND CABINET

284932/18	Executive Director, Strategic Policy and Intergovernmental Relations, Strategy and Engagement Division, Office of the Director-General, Brisbane (SES)	Date of duty	Collins, Jessica
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QUEENSLAND FIRE AND EMERGENCY SERVICES

* QFES 3804/18	Inspector, Brisbane Employment Location (FINS)	Date of duty	May, Douglas
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APPOINTMENTS PART II – NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
* QFES 3804/18	Inspector, Readiness and Response Services, North Coast Region (FINS)	Date of duty	Pappas, John
* QFES 3804/18	Inspector, Brisbane Employment Location (FINS)	Date of duty	Flynn, Brenden
* QFES 3804/18	Inspector, Brisbane Employment Location (FINS)	Date of duty	Bradley, Karen
* QFES 3804/18	Inspector, Brisbane Employment Location (FINS)	Date of duty	Diga, Sven

* Vacancy has been advertised as State-wide process.

DEPARTMENT OF STATE DEVELOPMENT, MANUFACTURING, INFRASTRUCTURE AND PLANNING

* 288546/18	Director, North West Minerals Province, Regional Strategy and Programs, Regional Economic Development, Brisbane (SO)	Date of duty	Hoare, Peter John
290274/18	Director, Program Delivery Services, Information and Technology Services, Corporate Services, Business Solutions and Partnerships, Brisbane (SO)	Date of duty	Elliston, Michele

* Advertised as Temporary until 30-06-2021 with possible extension.

DEPARTMENT OF TRANSPORT AND MAIN ROADS

* 290309/18	Regional Bus Transition Director, Translink Ticketing, Passenger Transport Services, Translink, Brisbane (SO)	Date of duty	Cohen, Robyn
# 285596/18	Chief Engineer, Engineering and Technology, Infrastructure Management and Delivery, Brisbane (SES4)	Date of duty	Walsh, Dennis

* Advertised as temporary full-time until 30 March 2022 with possible extension.

Contract for five (5) 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
EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 227.77	\$ 22.78	\$ 250.55
PROFESSIONAL REGISTER AND LISTS GAZETTES			
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
NATURAL RESOURCES AND MINES GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 143.79	\$ 14.38	\$ 158.17
LOCAL GOVERNMENT GAZETTE			
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
VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE			
GENERAL GAZETTE - FULL PAGE TEXT			
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
GENERAL GAZETTE - PER MM TEXT			
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
GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)			
APPOINTMENTS - PART I & PART II			
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
SUBMISSION DEADLINES:			
DEPARTMENTAL APPOINTMENT SUBMISSIONS - PART I & PART II	before 12 noon on Tuesday		
GENERAL GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
LOCAL GOVERNMENT GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
EXTRAORDINARY GAZETTE SUBMISSIONS	any day of the week		
For more information regarding Gazette notices, please email: gazette@hpw.qld.gov.au Prices are GST inclusive unless otherwise stated.			



Queensland

Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice 2018

Subordinate Legislation 2018 No. 202

made under the

Trans-Tasman Mutual Recognition (Queensland) Act 2003

Contents

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Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice 2018

[s 1]

1 Short title

This notice may be cited as the *Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice 2018*.

**2 Endorsement of proposed Commonwealth regulation—
Act, s 7**

The proposed Commonwealth regulation titled ‘Trans-Tasman Mutual Recognition Amendment (Permanent Exemption for Emissions-controlled Products) Regulations 2018’, the terms of which are set out in schedule 1, is endorsed.

Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice 2018

Schedule 1

1 Name

This instrument is the *Trans-Tasman Mutual Recognition Amendment (Permanent Exemption for Emissions-controlled Products) Regulations 2018*.

2 Commencement

- (1) Each provision of this instrument specified in column 1 of the table commences, or is taken to have commenced, in accordance with column 2 of the table. Any other statement in column 2 has effect according to its terms.

Commencement information

Column 1	Column 2	Column 3
Provisions	Commencement	Date/Details
1. The whole of this instrument	The day after this instrument is registered.	

Note: This table relates only to the provisions of this instrument as originally made. It will not be amended to deal with any later amendments of this instrument.

- (2) Any information in column 3 of the table is not part of this instrument. Information may be inserted in this column, or information in it may be edited, in any published version of this instrument.

3 Authority

This instrument is made under subsection 45(3) of the *Trans-Tasman Mutual Recognition Act 1997*.

4 Schedules

Each Act that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice
2018

Schedule 1—Amendments

Schedule 1—Amendments

Trans-Tasman Mutual Recognition Act 1997

1 Clause 3 of Schedule 2 (at the end of the table)

Add:

Emissions-controlled products

Product Emissions Standards Rules 2017, to the extent that they deal with emissions-controlled products that are propulsion marine engines or non-road engines

Trans-Tasman Mutual Recognition (Queensland) (Emissions-Controlled Products) Notice
2018

Endnotes

ENDNOTES

- 1 Made by the Governor on 29 November 2018.
- 2 Published in the gazette on 30 November 2018.
- 3 Notified on the Queensland legislation website on 30 November 2018.
- 4 The administering agency is the Queensland Treasury.

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Acquisition of Land Act 1967

**TAKING OF EASEMENT NOTICE
BY LOGAN CITY COUNCIL (No. 08) 2018**

Short title

1. This notice may be cited as the *Taking of Easement Notice by Logan City Council (No. 08) 2018*

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

2. The easement described in Schedule 2 is taken by Logan City Council for sewerage purposes and vests in Logan City Council on and from 30 November 2018.

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

Standard Terms Document – Dealing No. 716215253

SCHEDULE

Easement Taken

Easement E on SP302073 (to be registered in the Land Registry), area 4521 m², part of Title Reference 16991211.

ENDNOTES

1. Made by Logan City Council on 28 November 2018.
2. Published in the Gazette on 30 November 2018.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources Mines and Energy.
5. File Reference RAS:MGB:355746.

Economic Development Act 2012

**NORTHSHORE HAMILTON
PRIORITY DEVELOPMENT AREA
VESTING UNALLOCATED STATE LAND**

Pursuant to section 125 of the *Economic Development Act 2012* (the Act) the Minister for Economic Development Queensland (the MEDQ) declares that from 1 January 2019 unallocated State land in the Northshore Hamilton Priority Development Area is vested in the MEDQ in fee simple.

The vesting is of Lot 711 on Crown Plan SL4546 for the purposes of the Act.

For more information on the Minister for Economic Development Queensland:

Phone: 07 3452 7880

Website: www.dsdmip.qld.gov.au

Water Supply (Safety and Reliability) Act 2008

**TEMPORARY FULL SUPPLY LEVEL (NORTH PINE DAM)
DECLARATION NOTICE (NO 2) 2018**

Short title

1. This notice may be cited as the *Temporary Full Supply Level (North Pine Dam) Declaration Notice (No 2) 2018*.

Notice of declaration [s.390 of the Act]

2. The Minister considers the impacts of a potential flood or drought may be mitigated by having a full supply level for North Pine Dam that is different from the full supply level stated in the resource operations licence for North Pine Dam.
3. Notice is hereby given that the Minister declares a temporary full supply level of E.L. 38.6 m A.H.D. for North Pine Dam.
4. In deciding whether to make a declaration of a temporary full supply level for North Pine Dam, the Minister has had regard to:
 - (a) the consultation between the chief executive and the owner of the dam about the temporary full supply level; and
 - (b) the extent to which the temporary full supply level is likely to mitigate the impacts of a potential flood or drought; and
 - (c) the impacts the temporary full supply level may have on the water security of the dam; and
 - (d) whether the temporary full supply level would affect the safety of the dam; and
 - (e) other matters the Minister considers appropriate.
5. This temporary full supply level declaration for North Pine Dam:
 - (a) takes effect on 1 December 2018; and
 - (b) ceases to have effect on the day that is 6 months after 1 December 2018

ENDNOTES

1. Published in the Gazette on 30 November 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.

Water Supply (Safety and Reliability) Act 2008

**TEMPORARY FULL SUPPLY LEVEL (SOMERSET DAM)
DECLARATION NOTICE (NO 3) 2018**

Short title

1. This notice may be cited as the *Temporary Full Supply Level (Somerset Dam) Declaration Notice (No 3) 2018*.

Notice of declaration [s.390 of the Act]

2. The Minister considers the impacts of a potential flood or drought may be mitigated by having a full supply level for Somerset Dam that is different from the full supply level stated in the resource operations licence for Somerset Dam.
3. Notice is hereby given that the Minister declares a temporary full supply level of E.L. 97.0 m A.H.D. for Somerset Dam.
4. In deciding whether to make a declaration of a temporary full supply level for Somerset Dam, the Minister has had regard to:
 - (a) the consultation between the chief executive and the owner of the dam about the temporary full supply level; and
 - (b) the extent to which the temporary full supply level is likely to mitigate the impacts of a potential flood or drought; and
 - (c) the impacts the temporary full supply level may have on the water security of the dam; and
 - (d) whether the temporary full supply level would affect the safety of the dam; and
 - (e) other matters the Minister considers appropriate.
5. This temporary full supply level declaration for Somerset Dam:
 - (a) takes effect on 1 December 2018; and
 - (b) ceases to have effect on the day that is 6 months after 1 December 2018.

ENDNOTES

1. Published in the Gazette on 30 November 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.

Water Supply (Safety and Reliability) Act 2008

**TEMPORARY FULL SUPPLY LEVEL (WIVENHOE DAM)
DECLARATION NOTICE (NO 3) 2018**

Short title

1. This notice may be cited as the *Temporary Full Supply Level (Wivenhoe Dam) Declaration Notice (No 3) 2018*.

Notice of declaration [s.390 of the Act]

2. The Minister considers the impacts of a potential flood or drought may be mitigated by having a full supply level for Wivenhoe Dam that is different from the full supply level stated in the resource operations licence for Wivenhoe Dam.
3. Notice is hereby given that the Minister declares a temporary full supply level of E.L. 65.9 m A.H.D. for Wivenhoe Dam.
4. In deciding whether to make a declaration of a temporary full supply level for Wivenhoe Dam, the Minister has had regard to:
 - (a) the consultation between the chief executive and the owner of the dam about the temporary full supply level; and
 - (b) the extent to which the temporary full supply level is likely to mitigate the impacts of a potential flood or drought; and
 - (c) the impacts the temporary full supply level may have on the water security of the dam; and
 - (d) whether the temporary full supply level would affect the safety of the dam; and
 - (e) other matters the Minister considers appropriate.
5. This temporary full supply level declaration for Wivenhoe Dam:
 - (a) takes effect on 1 December 2018; and
 - (b) ceases to have effect on the day that is 6 months after 1 December 2018.

ENDNOTES

1. Published in the Gazette on 30 November 2018.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources, Mines and Energy.



Christmas and New Year Dates and Closing Times for 2018-2019

Final 2018 Gazette – Published Friday 21 December 2018

Deadlines: Vacancy Appointments

To be submitted by 12 noon on Tuesday 18 December 2018

Deadlines: Other Gazette notices

To be submitted by 12 noon on Wednesday 19 December 2018

Final Approvals by close of business Wednesday 19 December 2018



First 2019 Gazette - Published Friday 11 January 2019

Deadlines: Vacancy Appointments

To be submitted by close of business Tuesday 8 January 2019

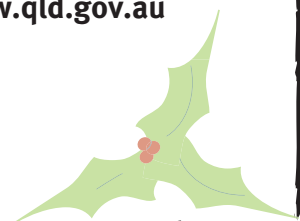
Deadlines: Other Gazette notices

To be submitted by 12 noon on Wednesday 9 January 2019

Final Approvals by close of business Wednesday 9 January 2019



If you have queries regarding this matter please do not hesitate to contact the Gazette Team - gazette@hpw.qld.gov.au



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