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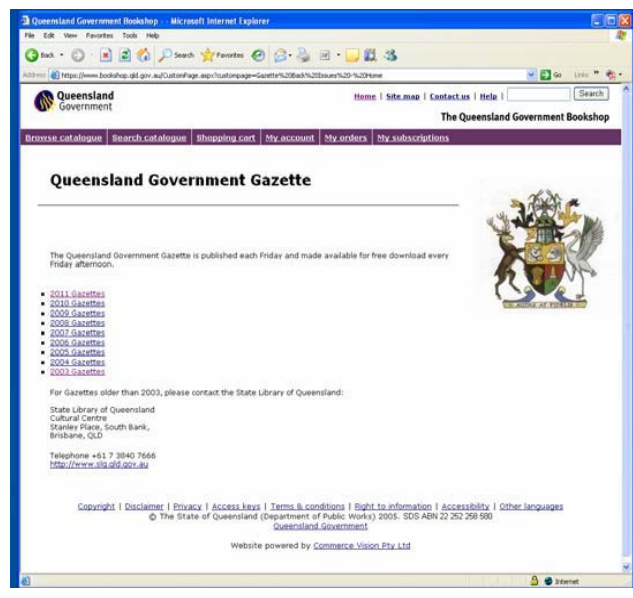
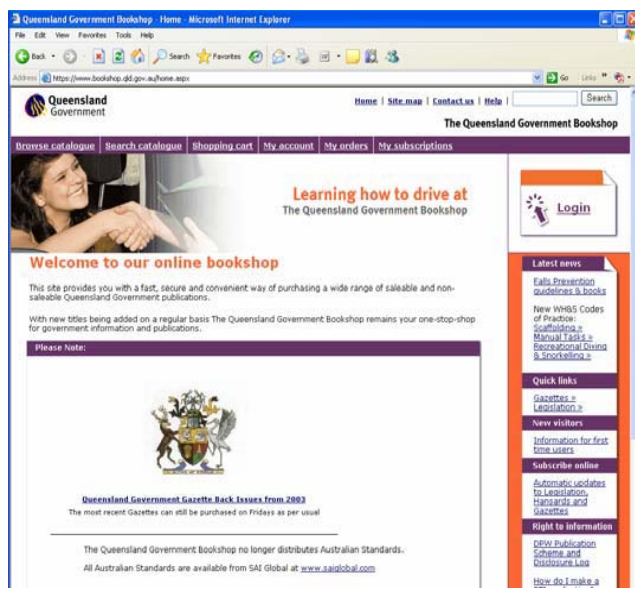
FRIDAY 14 SEPTEMBER 2012

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EXTRAORDINARY

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MONDAY 10 SEPTEMBER 2012

[No. 5



MINISTER ASSISTING THE PREMIER

DIRECTIVE No. 11/12
 September 2012

In accordance with section 52(3) of the *Public Service Act 2008* and section 687(3) of the *Industrial Relations Act 1999*, this directive prevails over an industrial instrument and other directives to the extent of any inconsistency. Industrial instrument means an award, industrial agreement, certified agreement or decision of the Queensland Industrial Relations Commission.

- 1. TITLE:** Early retirement, redundancy and retrenchment
- 2. PURPOSE:** To specify the action to be taken and the conditions and entitlements applying to public service employees in relation to an early retirement package, redundancy package or retrenchment package.
- 3. LEGISLATIVE PROVISION:** Section 54(1) of the *Public Service Act 2008*.
- 4. APPLICATION:** This Directive applies to all public service employees except –
- employees engaged on a temporary basis under sections 147 or 148 of the *Public Service Act 2008*; or
 - employees engaged on a casual basis under sections 147 or 148 of the *Public Service Act 2008*; or
 - employees on contracts under the *Public Service Act 2008**; or
 - employees whose employment is terminated in accordance with disciplinary action, or retirement because of mental or physical incapacity.
- *NOTE - Officers under section 122 contracts who revert to tenured public service employment will regain their eligibility under this directive on reversion.
- 5. STANDARD:** The entitlements and requirements prescribed in Schedules A and B apply.
- 6. EFFECTIVE DATE:** This directive is to operate from **10 September 2012**.
- 7. VARIATION:** This Directive can be varied by –
- The Minister responsible for industrial relations; or
 - Legislation.
- 8. INCONSISTENCY:** Sections 51 and 52 of the *Public Service Act 2008* and sections 686 and 687 of the *Industrial Relations Act 1999* apply when there is an inconsistency between an act, regulation or industrial instrument.
- 9. SUPERSEDES:** Directive 04/12 "Early Retirement, redundancy and retrenchment"

10. PREVIOUS**REFERENCES:**

Directive 17/09 "*Early Retirement, redundancy and retrenchment*"
Directive 10/05 "*Retrenchment*" and Directive 11/05 "*Voluntary Early Retirement (VER)*"
Directive 10/04 "*Voluntary Early Retirement (VER)*"
Directive 9/04 "*Retrenchment*"
Directive 27/99 "*Voluntary Early Retirement (VER)*"
Directive 26/99 "*Retrenchment*"
Directive 2/98 "*Retrenchment*"
Directive 1/98 "*Voluntary Early Retirement (VER)*"
Directive 22/97 "*Retrenchment*"
Directive 21/97 "*Voluntary Early Retirement*"
Directive 7/97 "*Retrenchment*"
Directive 6/97 "*Voluntary Early Retirement*"
Directive 7/96 "*Action Because of Surplus Employees*"
Public Sector Management Standard for Staffing Options to Manage Organisational Change in the Queensland Public Sector

11. SEE ALSO:

Government policy is to deploy employees where possible. This directive needs to be read in conjunction with:

- directive concerning employees requiring placement
- relevant Australian Taxation Office legislation and Taxation Rulings

SCHEDULE A GENERAL REQUIREMENTS

1. Definitions

- 1.1. **"Early retirement"** is where an employee accepts an early retirement package in exchange for voluntarily terminating their employment with an agency.
- 1.2. **"Redundancy"** is the situation where a position or function becomes redundant as a result of workplace change and this leads to a decision by the chief executive to terminate the employee's employment.
- 1.3. **"Retrenchment"** is the termination of employment of an employee whose position is redundant and for whom it has been determined that continued actions to secure a permanent placement are no longer appropriate.
- 1.4. **"Severance payment period"** is the period of time which equates to the payment of the severance payment expressed in weeks (note this period of time does not include recreation leave, long service leave, the notice period or if applicable the incentive payment).
- 1.5. **"Week's pay"** means the ordinary time rate of pay for the employee concerned. The following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, fares and travelling time allowances and any other ancillary payments.

2. Early retirement

- 2.1. The chief executive may offer early retirement to employees where the scheme is approved by the Commissioner of Taxation.
 - (a) The scheme must satisfy the legislative requirement that all employees who comprise such a class of employees as the Commissioner of Taxation approves may participate in the scheme; and
 - (b) The scheme must be implemented with a view to rationalising or reorganising the agency's business operations¹; and
 - (c) Before the early retirement scheme is implemented the Commissioner of Taxation must have issued written approval of the early retirement scheme.
- 2.2. Allegations or findings of unsatisfactory performance or conduct due to any cause are not grounds for offering an employee an early retirement package.
- 2.3. The chief executive must establish the bona fides of each early retirement scheme and ensure that the relevant income tax provisions are complied with.
- 2.4. If applicable, the chief executive must ensure that the provisions of the directive relating to employees requiring placement are met and notification is provided to the relevant Australian Government department whose primary function is helping unemployed people find work.

3. Redundancy

- 3.1. When workplace change results in redundant positions or functions and an employee has been declared as surplus ('an employee requiring placement'), an agency may immediately offer the employee requiring placement a voluntary redundancy package.
- 3.2. An employee is considered to be genuinely surplus if:
 - (a) the chief executive has made a definite decision that the job the employee has been doing is no longer required to be done by an employee;
 - (b) that decision is not due to the ordinary and customary turnover of labour;
 - (c) the decision led to the proposal to terminate the employee's employment; and
 - (d) the proposed termination of employment is not on account of any personal act or default of the employee, for example unsatisfactory performance or behaviour.
- 3.3. Prior to making an offer of a voluntary redundancy, the chief executive must establish the bona fides of each redundancy event and ensure that the relevant income tax provisions are complied with to ensure any redundancy payment qualifies as a genuine redundancy payment for taxation purposes.

¹ As part of this process, agencies should consider government policy on organisational restructure.

- 3.4. The chief executive must provide a statement of advice to the employee before deciding to make an employee redundant that confirms the requirements of this section have been met. This statement of advice must be provided to the affected employee before their separation date.
- 3.5. The chief executive must ensure that the provisions of the directive relating to employment arrangements following workplace change are met and notification is provided to the relevant Australian Government department whose primary function is helping unemployed people find work.
- 3.6. An employee must be less than 65 years old at the time of termination for a redundancy payment to qualify as a genuine redundancy payment under the relevant legislative provisions of income tax law and any Taxation Ruling issued by the Commissioner of Taxation.

4. Retrenchment

- 4.1. The chief executive may approve the retrenchment of public service employees in circumstances where it has been determined, in accordance with the directive relating to employees requiring placement, that it is not appropriate to continue actions to secure a permanent placement for the employee whose position has become redundant.
- 4.2. In considering the case for retrenchment the chief executive must provide to the employee whose position is redundant the circumstances on which the proposal to retrench are based and an opportunity for the employee to establish that retrenchment is unreasonable in the circumstances. The employee must be given a minimum of 10 working days to respond. If the employee does not establish to the chief executive's satisfaction that retrenchment is unreasonable, the chief executive may proceed with action to retrench the employee. The chief executive's reasons for proposing retrenchment, the employee's response and the final decision must be in writing.
- 4.3. The chief executive must ensure that the relevant income tax provisions are complied with when issuing a severance payment to an employee to ensure the payment qualifies as a genuine redundancy payment for taxation purposes.
- 4.4. The chief executive must provide a statement of advice to the employee before deciding to make a position redundant that confirms the requirements of this section have been met. This statement of advice must be provided to the affected employee before their separation date.
- 4.5. If applicable, the chief executive must ensure notification is provided to the relevant Australian Government department whose primary function is helping unemployed people find work.

5. Reporting

- 5.1. Each agency must state in its annual report the number of packages paid to employees with respect to early retirement schemes, redundancies and retrenchments in the previous financial year and the total monetary value of these packages, including incentive payments.
- 5.2. Each agency will establish a register identifying the following information about each employee who accepts an early retirement package, redundancy package or retrenchment package: surname, given names, date of birth, employment status (full-time, part-time), severance date, amount of severance payment received (expressed in weeks), the amount of any incentive payment and the weekly rate of pay.
- 5.3. Agencies will provide this information to the chief-executive of the department responsible for industrial relations on an annual basis.

6. Re-engagement

- 6.1. A person who has received an early retirement package, redundancy package or retrenchment package and who is subsequently engaged in one Queensland Government entity² or more as a consultant, contractor, or employee for a total cumulative period of more than twenty full-time equivalent (20) working days in the severance payment period is required to refund to the Crown a portion of their severance payment. The person will be entitled to retain only that portion of the severance payment which covers the period of time for which they were not engaged in a Queensland Government entity or a minimum of twenty days' salary, whichever is the greater.

² As defined in section 24 of the *Public Service Act 2008*

- 6.2. For example, a person who receives a severance payment of 30 weeks' pay may work only for a total cumulative period of 20 days in the 30 week period after the date on which the retirement, redundancy or retrenchment becomes effective without having to refund a portion of the severance payment.
- 6.3. Continuing this example, once the same person works in excess of 20 days within the 30 week severance payment period, the person is entitled to retain that portion of the severance payment applicable to the period of time for which they were not engaged in a Queensland Government entity. The person would be required to refund to the Crown the remainder of the severance payment, provided that the person would be entitled to retain a minimum of 20 days' salary.
- 6.4. A part-time employee who receives a severance payment for the loss of one part-time job and who retains another part-time job in the Queensland public service, will be required to refund the portion of severance payment to which they are not entitled should they subsequently increase their part-time hours during the severance payment period.
- 6.5. The chief executive of the re-engaging department is responsible for implementing procedures to collect the refund.

7. Transitional Provision

- 7.1. Subject to section 7.2, any processes commenced under a previous directive may be finished in accordance with that directive.
- 7.2. A chief executive may apply the incentive payment under this directive to an employee who has accepted an early retirement or redundancy under a previous directive, provided the employee separates on or after the effective date of this directive.

SCHEDULE B

ENTITLEMENTS

1. Entitlement

1.1. Packages provided by this directive are compensation for loss of job tenure.

Early Retirement

1.2. An early retirement package will comprise the following:

- (a) Accrued recreation leave³;
- (b) Accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service³;
- (c) A severance payment of two weeks' full-time pay per full-time equivalent year of service and a proportionate amount for an incomplete year of service paid at the employee's substantive appointed level. The minimum payment is four weeks' pay, and the maximum is 52 weeks, provided that no employee will receive less than the severance payment under the Termination, Change and Redundancy Statement of Policy issued by the Queensland Industrial Relations Commission.

1.3. An early retirement package may comprise an incentive payment (refer to section 3 below for further information on incentive payments).

Redundancy

1.4. A redundancy package will comprise the following:

- (a) Accrued recreation leave³;
- (b) Accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service³;
- (c) A severance payment of two weeks' full-time pay per full-time equivalent year of service and a proportionate amount for an incomplete year of service paid at the employee's substantive appointed level. The minimum payment is four weeks' pay, and the maximum is 52 weeks, provided that no employee will receive less than the severance payment under the Termination, Change and Redundancy Statement of Policy issued by the Queensland Industrial Relations Commission.

1.5. A redundancy package may comprise an incentive payment (refer to section 3 below for further information on incentive payments).

Retrenchment

1.6. A retrenchment package will comprise the following:

- (a) Accrued recreation leave³;
- (b) Accrued long service leave for employees who have worked for at least one year, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service³;
- (c) A severance payment of two weeks' full-time pay per full-time equivalent year of service and a proportionate amount for an incomplete year of service paid at the employee's substantive appointed level. The minimum payment is four weeks' pay, and the maximum is 52 weeks, provided that no employee will receive less than the severance payment under the Termination, Change and Redundancy Statement of Policy issued by the Queensland Industrial Relations Commission.

2. Tenured part-time employees

2.1. Tenured part-time employees affected by redundancy and retrenchment situations or who are eligible for an early retirement package will be entitled to a severance payment. The payment is calculated on two weeks' full-time pay per year of full-time equivalent service and a proportionate amount for an incomplete year of service (minimum four weeks, maximum 52 weeks).

2.2. Employees who hold two or more tenured part-time jobs will be entitled to a severance payment calculated only on the proportion of full-time equivalent years of service applicable to the part-time position which becomes redundant.

³ If the officer is performing higher duties at the date of termination, the calculation must be consistent with the requirements of the Ministerial Directive on higher duties.

3. Incentive payment

- 3.1. In addition to the severance payment, an incentive payment may be offered once only to encourage employees to exit the department on or by a specified date. The payment will be \$6,500 or 12 weeks' pay at the employee's substantive level, whichever is the greater.
- 3.2. The incentive payment reduces by the equivalent of one week's pay for each week the employee delays leaving the department after the specified date.
- 3.3. Tenured part-time employees who are offered an incentive payment will be entitled to a portion of the incentive payment, which will be adjusted to reflect the proportion of full-time hours worked by the employee. For example, if .5 is the proportion of full-time hours worked by an employee for the position, the incentive payment applicable would be \$3,250 or 12 weeks' salary, calculated at the employee's usual part-time rate (i.e. in this example .5), whichever is the greater.
- 3.4. Incentive payments may apply to early retirements and redundancies, but do not apply to retrenchments.
- 3.5. The incentive payment includes payment in lieu of notice.

4. Recognition of previous employment

- 4.1. Employees whose previous employment is recognised for the purpose of calculating long service leave entitlement are entitled to a severance payment. This payment is based on their period of previous recognised employment and current period of employment. The total severance payment will not exceed 52 weeks' pay.

Note:

Previous recognised employment includes all recognised employment (including temporary employment) in the categories specified in the directive relating to recognition of previous service and employment.

- 4.2. Employees whose previous employment is recognised for the purpose of calculating long service leave entitlement and who have received a severance payment from their previous employer will be entitled to a severance payment calculated only on their current period of employment.

5. Relocation expenses

- 5.1. Public service officers who accept an early retirement package, redundancy package or retrenchment package will be entitled to relocation expenses consistent with the Ministerial Directive on relocation expenses for officers retiring from the service.

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[No. 6

NOTICE

Premier's Office
Brisbane, 13 September 2012

As Premier, I notify that, acting under the provisions of the *Constitution of Queensland 2001*, I have appointed the Honourable Bruce Stephen Flegg MP, Minister for Housing and Public Works to act as, and to perform all of the functions and exercise all of the powers of, Minister for Science, Information Technology, Innovation and the Arts from 13 September 2012 until the Honourable Rosslyn Mary Bates MP returns to duty.

CAMPBELL NEWMAN MP
PREMIER

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THURSDAY 13 SEPTEMBER 2012

[No. 7

*South East Queensland Water (Distribution and Retail
Restructure) Act 2009*

Brisbane 11 September 2012

NOTIFICATION OF DISSOLUTION DAY FOR ALLCONNEX WATER

Notice is hereby given under section 92EQ of the *South East Queensland Water (Distribution and Retail Restructure) Act 2009*, fixing Sunday 30 September 2012 to be the dissolution day for Allconnex Water (the Southern SEQ Distributor-Retailer Authority).

MARK MCARDLE MP
Minister for Energy and Water Supply



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NATURAL RESOURCES AND MINES

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FRIDAY 14 SEPTEMBER 2012

[No. 8

Acquisition of Land Act 1967

TAKING OF LAND NOTICE (No 28) 2012

Short title

1. This notice may be cited as the *Taking of Land Notice (No 28) 2012*.

Land taken [s.15(12) of the Act]

2. The land described in the Schedule is taken by Rockhampton Regional Council for road purposes and vests in Rockhampton Regional Council for an estate in fee simple on and from 14 September 2012.

SCHEDULE**Central Region, Rockhampton Office****Land Taken**

Lot 2 on SP254313 (to be registered in the Land Registry), area 3031 m², part of Title Reference 50740716, parish of Yeppoon.

ENDNOTES

- Made by the Governor in Council on 13 September 2012.
- Published in the Gazette on 14 September 2012.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference – CBD/107889

Acquisition of Land Act 1967

TAKING OF LAND NOTICE (No 29) 2012

Short title

1. This notice may be cited as the *Taking of Land Notice (No 29) 2012*.

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

2. The land described in the Schedule is taken by Council of the City of Gold Coast for road purposes and vests in Council of the City of Gold Coast for an estate in fee simple on and from 14 September 2012.

SCHEDULE**South Region, Gold Coast Office****Land Taken**

Lot 2 in the Common Property of Runaway Heights Four Community Titles Scheme 20760 (Common Property on GTP2079) on SP253310 (to be registered in the Land Registry), area 105 m², part of Title Reference 19302079, parish of Barrow.

ENDNOTES

- Made by the Governor in Council on 13 September 2012.
- Published in the Gazette on 14 September 2012.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference – CBD/107888

Acquisition of Land Act 1967

TAKING OF EASEMENT NOTICE (No 22) 2012

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 22) 2012*.

Easements taken [ss.6 and 9(7) of the Act]

2. The easement described in Schedule 2 is taken by Queensland Electricity Transmission Corporation Limited ACN 078 849 233 for electrical works purposes and purposes incidental thereto and vests in Queensland Electricity Transmission Corporation Limited ACN 078 849 233 on and from 14 September 2012.

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**DEFINITIONS**

- In this Easement:
 - "Acts" means the *Electricity Act 1994*, *Electrical Safety Act 2002* and *Government Owned Corporations Act 1993* and any amendments to them or any Acts superseding those Acts.
 - "Date of this Easement" means the date of the gazette resumption notice.
 - "Easement" means the rights obtained from the Owner by QETC including but not limited to the terms and conditions contained in this Schedule.
 - "Easement Land" means that portion of the Owner's land over which this Easement is obtained.
 - "Electricity Works" means such works, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity, telecommunications and other electromagnetic energy in all its forms, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the Electricity Works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the Electricity Works.
 - "Lessee" has the same meaning as in the *Land Act 1994*.
 - "Owner" means the Registered Proprietor or the Lessee, as applicable, together with its successors, successors in title and assigns. Where the term

appears in Clauses 3, 4, 5, 6 and 8 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.

- 1.8 "QETC" means the Queensland Electricity Transmission Corporation Limited, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to exercise its rights under this Easement.
- 1.9 "Registered Proprietor" has the same meaning as in the *Land Title Act 1994*.
- 1.10 "Structure" means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or chattel or of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pool, shed, retaining or other wall and lighting.

QETC'S RIGHTS

2. The QETC is acquiring this Easement to permit QETC the right to:
- 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
- 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
- 2.3 construct Electricity Works on, over, under or through the Easement Land;
- 2.4 inspect, maintain, repair or replace the Electricity Works;
- 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction including soil in the manner and by the means QETC considers appropriate;
- 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
- 2.7 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC's rights under this Easement by the Owner; and

the QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.

QETC'S OBLIGATIONS TO THE OWNER

3. QETC will, in exercising its rights pursuant to this Easement:
- 3.1 cause as little inconvenience to the Owner as possible; and
- 3.2 act reasonably.

QETC WILL COMPLY WITH SAFETY LAWS

4. 4.1 QETC will comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land.
- 4.2 QETC will not be liable for:
- 4.2.1 the negligent acts or omissions of the Owner; or
- 4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:
- 5.1 interfere with, damage or place at risk the Electricity Works or plant, equipment, tools or material of QETC on or near the Easement Land;

- 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
- 5.3 grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land.

THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS

6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
- 6.1 erect or place any Structure or make any additions or alterations to any Structure on the Easement Land;
- 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
- 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
- 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
- 6.5 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
- 6.6 do any act or thing which jeopardises the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
- 6.7 grow sugar cane on the Easement Land except:
- 6.7.1 where the Owner is a holder of a valid cane supply contract under the *Sugar Industry Act 1999* as at the Date of this Easement; and
- 6.7.2 the Owner grows sugar cane in accordance with clause 5.3 above;
- 6.8 plant or grow upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
- 6.9 reside in or permit anyone to reside in or occupy any Structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land,
- and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful purpose not inconsistent with the terms of this Easement.

THINGS QETC MAY DO IF THE OWNER IS IN BREACH

8. 8.1 In the event of any breach by the Owner of the terms of Clauses 5 and 6, QETC may in its absolute discretion give notice to the Owner to rectify the breach which may include the demolition or removal of all, or any part of, a Structure; and
- 8.2 If after 30 days, the Owner has not rectified the breach, then QETC may rectify the breach which may include:
- 8.2.1 the demolition and/or removal of a Structure or any part thereof upon the Easement Land; or
- 8.2.2 mitigation or remedial work to restore the safety of the Electricity Works without liability to the Owner for reinstatement, restitution, damages, compensation or otherwise.

- 8.3 Notwithstanding anything contained in Clauses 8.1 or 8.2, in the case of an emergency, QETC may enter the Easement Land to remedy a defect, eliminate an actual or potential danger or remove a Structure or any part thereof that is affecting, or may affect, the safety of Electricity Works or continuity of supply without giving notice.
- 8.4 If QETC acts under clause 8.3, it must give the notice, if not already given, mentioned in clause 8.1 as soon as practicable.
- 8.5 Any costs incurred by QETC in relation to either Clauses 8.2 or 8.3, or both, may be recovered from the Owner.

INDEMNITY

9. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

PUBLIC RISK

10. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than FIFTY MILLION DOLLARS (\$50,000,000.00).

SCHEDULE 2

Central Region, Emerald Office Easement Taken

Easement BJ in Lot 72 on TT439 on SP247373 (to be registered in the Land Registry), area 11.29 ha, part of Title Reference 50872142, parish of Capella.

ENDNOTES

- Made by the Governor in Council on 13 September 2012.
- Published in the Gazette on 14 September 2012.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference – CBD/099276

Acquisition of Land Act 1967

TAKING OF EASEMENT NOTICE (No 23) 2012

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 23) 2012*.

Easement taken [ss.6 and 9(7) of the Act]

2. The easement described in Schedule 2 is taken by Ergon Energy Corporation Limited (ACN 087 646 062) for electrical works purposes and vests in Ergon Energy Corporation Limited (ACN 087 646 062) on and from 14 September 2012.

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

STATEMENT OF RIGHTS AND OBLIGATIONS DEFINITIONS

- In this Easement:-
 - “Acts” means the *Electricity Act 1994* and *Government Owned Corporations Act 1993* and any amendments to them or either of them or any Acts superseding those Acts;
 - “Date of this Easement” means the date of the gazette resumption notice;
 - “Easement” means the rights obtained from the Owner by Ergon including but not limited to the terms and conditions contained in this Schedule;
 - “Easement Land” means that portion of the Owner’s land over which this Easement is obtained;
 - “Electricity Works” means such works, apparatus, structures and things as Ergon may in its absolute

discretion consider appropriate as a means of conveying, transmitting or distributing electricity, telecommunications and other electrical energy in all its forms including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the electricity works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the electricity works;

1.6 “ERGON” means Ergon Energy Corporation Limited ACN 087 646 062 together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of Ergon and other persons authorised by Ergon to exercise its rights under this Easement;

1.7 “Owner” means the Registered Proprietor together with its successors, successors in title and assigns. Where the term appears in Clauses 3,4,5,6 and 7 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.

ERGON’S RIGHTS

2. Ergon is acquiring this Easement in perpetuity to permit Ergon the right to:-

- convey, transmit and distribute electricity, telecommunications and other electrical energy in all its forms on, from, over, under, across and through the Easement Land by Electricity Works;
- enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
- construct Electricity Works on, from, over, under, across or through the Easement Land;
- inspect, maintain, repair, replace or remove the Electricity Works;
- clear and keep clear the Easement Land of trees, undergrowth or vegetation or any obstruction in the manner and by the means Ergon considers appropriate;
- construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as Ergon considers necessary;
- enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of Ergon’s rights under this Easement; and
- Ergon may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.

ERGON’S OBLIGATIONS TO THE OWNER

3. Ergon will, in exercising its rights pursuant to this Easement:-

- cause as little inconvenience to the Owner as possible;
- act reasonably.

ERGON WILL COMPLY WITH SAFETY LAWS

- Ergon will so far as it is lawfully bound to do comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land;
 - Ergon will not be liable for:-
 - the negligent acts or omissions of the Owner; or
 - the acts or omissions of the Owner that are a breach of this Easement or of the law.

- 4.3 Ergon indemnifies the Owner against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of Ergon in the use or attempted use of this easement and the Easement Land by Ergon, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:-
- 5.1 interfere with, damage or place at risk the Electricity Works, any other structures or works or plant, equipment, tools or material of Ergon on or near the Easement Land;
- 5.2 interfere with or obstruct Ergon in the exercise or enjoyment of its rights and powers under this Easement.

THINGS THE OWNER MAY ONLY DO IF ERGON CONSENTS

6. The Owner must not, after the Date of this Easement, without first obtaining the written consent of Ergon:-
- 6.1 erect or place any buildings or structures or make any additions or alterations to any buildings or structures on the Easement Land;
- 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
- 6.3 place or stockpile fill, soil, sand, gravel or other substance or construct any roads, dam walls or other earthworks or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
- 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works is erected or located or is proposed to be erected or located;
- 6.5 lay any metal object, conduit or pipe on, over, under, in or across the Easement Land within five (5) metres of the base of any tower, pole, foundation, ground anchorage or support;
- 6.6 do any act or thing which jeopardises the foundations, ground anchorages, supports, towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
- 6.7 grow or permit the growing of sugar cane upon the Easement Land where it is not assigned sugar cane land as at the date hereof;
- 6.8 where the Owner is the holder of a cane production area under the *Sugar Industry Act 1999* over the Easement Land, grow sugar cane within ten (10) metres of any tower base, pole, cable or ground anchorage upon the Easement Land;
- 6.9 plant upon the Easement Land trees or any other vegetation whose height would in any way interfere with the statutory clearance that may exist from time to time;
- 6.10 reside in or permit anyone to reside in or occupy any caravan, mobile home or other temporary accommodation which may be located on the Easement Land, even when the Easement Land is part of a caravan park;

and Ergon will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful

purpose not inconsistent with the terms of this Easement.

SCHEDULE 2

Central Region, Mackay Office

Easement Taken

Easement C in Lot 77 on HR838241 on SP184868 (to be registered in the Land Registry), area 2.064 ha, part of Title Reference 21492060, parish of Kelsey.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/108251

Acquisition of Land Act 1967

TAKING OF EASEMENT NOTICE (No 24) 2012

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 24) 2012*.

Easements taken [ss.6 and 9(7) of the Act]

2. The easements described in Schedule 2 are taken by Queensland Electricity Transmission Corporation Limited ACN 078 849 233 for electrical works purposes and purposes incidental thereto and vest in Queensland Electricity Transmission Corporation Limited ACN 078 849 233 on and from 14 September 2012.

Rights and obligations

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

SCHEDULE 1

DEFINITIONS

1. In this Easement:
 - 1.1 “Acts” means the *Electricity Act 1994*, *Electrical Safety Act 2002* and *Government Owned Corporations Act 1993* and any amendments to them or any Acts superseding those Acts.
 - 1.2 “Date of this Easement” means the date of the gazette resumption notice.
 - 1.3 “Easement” means the rights obtained from the Owner by QETC including but not limited to the terms and conditions contained in this Schedule.
 - 1.4 “Easement Land” means that portion of the Owner’s land over which this Easement is obtained.
 - 1.5 “Electricity Works” means such works, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity, telecommunications and other electromagnetic energy in all its forms, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the Electricity Works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the Electricity Works.
 - 1.6 “Lessee” has the same meaning as in the *Land Act 1994*.
 - 1.7 “Owner” means the Registered Proprietor or the Lessee, as applicable, together with its successors, successors in title and assigns. Where the term appears in Clauses 3, 4, 5, 6 and 8 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.
 - 1.8 “QETC” means the Queensland Electricity Transmission Corporation Limited, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to exercise its rights under

- this Easement.
- 1.9 “Registered Proprietor” has the same meaning as in the *Land Title Act 1994*.
- 1.10 “Structure” means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or chattel or of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pool, shed, retaining or other wall and lighting.

QETC’S RIGHTS

2. The QETC is acquiring this Easement to permit QETC the right to:
- 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
- 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
- 2.3 construct Electricity Works on, over, under or through the Easement Land;
- 2.4 inspect, maintain, repair or replace the Electricity Works;
- 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction including soil in the manner and by the means QETC considers appropriate;
- 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
- 2.7 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC’s rights under this Easement by the Owner; and

the QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.

QETC’S OBLIGATIONS TO THE OWNER

3. QETC will, in exercising its rights pursuant to this Easement:
- 3.1 cause as little inconvenience to the Owner as possible; and
- 3.2 act reasonably.

QETC WILL COMPLY WITH SAFETY LAWS

4. 4.1 QETC will comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land.
- 4.2 QETC will not be liable for:
- 4.2.1 the negligent acts or omissions of the Owner; or
- 4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:
- 5.1 interfere with, damage or place at risk the Electricity Works or plant, equipment, tools or material of QETC on or near the Easement Land;
- 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
- 5.3 grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land.

THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS

6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
- 6.1 erect or place any Structure or make any additions or alterations to any Structure on the Easement

- Land;
- 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
- 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
- 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
- 6.5 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
- 6.6 do any act or thing which jeopardises the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
- 6.7 grow sugar cane on the Easement Land except:
- 6.7.1 where the Owner is a holder of a valid cane supply contract under the *Sugar Industry Act 1999* as at the Date of this Easement; and
- 6.7.2 the Owner grows sugar cane in accordance with clause 5.3 above;
- 6.8 plant or grow upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
- 6.9 reside in or permit anyone to reside in or occupy any Structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land,
- and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful purpose not inconsistent with the terms of this Easement.

THINGS QETC MAY DO IF THE OWNER IS IN BREACH

8. 8.1 In the event of any breach by the Owner of the terms of Clauses 5 and 6, QETC may in its absolute discretion give notice to the Owner to rectify the breach which may include the demolition or removal of all, or any part of, a Structure; and
- 8.2 If after 30 days, the Owner has not rectified the breach, then QETC may rectify the breach which may include:
- 8.2.1 the demolition and/or removal of a Structure or any part thereof upon the Easement Land; or
- 8.2.2 mitigation or remedial work to restore the safety of the Electricity Works
- without liability to the Owner for reinstatement, restitution, damages, compensation or otherwise.
- 8.3 Notwithstanding anything contained in Clauses 8.1 or 8.2, in the case of an emergency, QETC may enter the Easement Land to remedy a defect, eliminate an actual or potential danger or remove a Structure or any part thereof that is affecting, or may affect, the safety of Electricity Works or continuity of supply without giving notice.
- 8.4 If QETC acts under clause 8.3, it must give the notice, if not already given, mentioned in clause 8.1 as soon as practicable.
- 8.5 Any costs incurred by QETC in relation to either Clauses 8.2 or 8.3, or both, may be recovered from the Owner.

INDEMNITY

9. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

PUBLIC RISK

10. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than FIFTY MILLION DOLLARS (\$50,000,000.00).

SCHEDULE 2**Central Region, Mackay Office****Easements Taken**

Easements E, F, G and I in Lot 35 on SP244951 on SP248494 (to be registered in the Land Registry), areas 2192 m², 252 m², 1.246 ha and 1240 m² respectively, parts of Title Reference 50876880, parish of Springlands.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/107800

Acquisition of Land Act 1967**TAKING OF EASEMENT NOTICE (No 25) 2012****Short title**

1. This notice may be cited as the *Taking of Easement Notice (No 25) 2012*.

Easement taken [ss.6 and 9(7) of the Act]

2. The easement described in Schedule 2 is taken by Queensland Electricity Transmission Corporation Limited ACN 078 849 233 for electrical works purposes and purposes incidental thereto and vests in Queensland Electricity Transmission Corporation Limited ACN 078 849 233 on and from 14 September 2012.

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
DEFINITIONS**

1. In this Easement:
 - 1.1 “Acts” means the *Electricity Act 1994*, *Electrical Safety Act 2002* and *Government Owned Corporations Act 1993* and any amendments to them or either of them or any Acts superseding those Acts.
 - 1.2 “Consent to use Easement Land” – means the conditional consent letter (together with conditions of use) given under Clause 6 by QETC on 13 April 2012 and includes any other changes subsequently approved in writing by QETC.
 - 1.3 “Date of this Easement” means the date of the gazette resumption notice.
 - 1.4 “Easement” means the rights obtained from the Owner by QETC including but not limited to the terms and conditions contained in this Schedule.
 - 1.5 “Easement Land” means that portion of the Owner’s land over which this Easement is obtained.
 - 1.6 “Owner” means the Registered Proprietor together with its successors, successors in title and assigns. Where the term appears in Clauses 3, 4, 5, 6 and 8 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the

Easement Land.

- 1.7 “QETC” means the Queensland Electricity Transmission Corporation Limited, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to exercise its rights under this Easement.
- 1.8 “Electricity Works” means such works, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity at 110kV nominal voltage, telecommunications and other electromagnetic energy in all its forms, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the Electricity Works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the Electricity Works.
- 1.9 “Structure” means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or chattel or of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pool, shed, retaining or other wall and lighting.

QETC’S RIGHTS

2. The QETC is acquiring this Easement in perpetuity to permit QETC the right to:
 - 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
 - 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
 - 2.3 construct Electricity Works on, over, under or through the Easement Land;
 - 2.4 inspect, maintain, repair or replace the Electricity Works;
 - 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction including soil in the manner and by the means QETC considers appropriate;
 - 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
 - 2.7 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC’s rights under this Easement by the Owner; and

the QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.
3. **QETC’S OBLIGATIONS TO THE OWNER**
QETC will, in exercising its rights pursuant to this Easement:
 - 3.1 cause as little inconvenience to the Owner as possible; and
 - 3.2 act reasonably.
4. **QETC WILL COMPLY WITH SAFETY LAWS**
 - 4.1 QETC will comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land.
 - 4.2 QETC will not be liable for:
 - 4.2.1 the negligent acts or omissions of the

- Owner; or
4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:
- 5.1 interfere with, damage or place at risk the Electricity Works or plant, equipment, tools or material of QETC on or near the Easement Land;
 - 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
 - 5.3 grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land; or
 - 5.4 interfere with or damage the above ground cable markers used to indicate the location of the below ground Electricity Works.

THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS

6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
- 6.1 erect or place any Structure or make any additions or alterations to any Structure on the Easement Land;
 - 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
 - 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
 - 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
 - 6.5 lay or permit the laying of underground services or any metal conduit or pipe under or across the Easement Land;
 - 6.6 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
 - 6.7 do any act or thing which jeopardises the Electricity Works, the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
 - 6.8 grow sugar cane on the Easement Land except:
 - 6.8.1 where the Owner is a holder of a valid cane supply contract under the *Sugar Industry Act 1999* as at the Date of this Easement; and
 - 6.8.2 the Owner grows sugar cane in accordance with clause 5.3 above;
 - 6.9 plant upon the Easement Land any crop or any trees whose roots or the cultivation of which would in any way interfere with the Electricity Works; or
 - 6.10 plant or grow upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
 - 6.11 reside in or permit anyone to reside in or occupy any Structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land,

and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful

purpose not inconsistent with the terms of this Easement and the Consent to Use Easement Land

THINGS QETC MAY DO IF THE OWNER IS IN BREACH

8. 8.1 In the event of any breach by the Owner of the terms of Clauses 5 and 6, QETC may in its absolute discretion give notice to the Owner to rectify the breach which may include the demolition or removal of all, or any part of, a Structure; and
- 8.2 If after 30 days, the Owner has not rectified the breach, then QETC may rectify the breach which may include:
- 8.2.1 the demolition and/or removal of a Structure or any part thereof upon the Easement Land; or
 - 8.2.2 mitigation or remedial work to restore the safety of the Electricity Works
- without liability to the Owner for reinstatement, restitution, damages, compensation or otherwise.
- 8.3 Notwithstanding anything contained in Clauses 8.1 or 8.2, in the case of an emergency, QETC may enter the Easement Land to remedy a defect, eliminate an actual or potential danger or remove a Structure or any part thereof that is affecting, or may affect, the safety of Electricity Works or continuity of supply without giving notice.
- 8.4 If QETC acts under clause 8.3, it must give the notice, if not already given, mentioned in clause 8.1 as soon as practicable.
- 8.5 Any costs incurred by QETC in relation to either Clauses 8.2 or 8.3, or both, may be recovered from the Owner.

INDEMNITY

9. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

PUBLIC RISK

10. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than FIFTY MILLION DOLLARS (\$50,000,000.00).

SCHEDULE 2

South Region, Brisbane Office Easement Taken

Easement A in Lot 6 on SP205055 on SP250641 (to be registered in the Land Registry), area 1115 m², part of Title Reference 50750363, parish of Yeerongpilly.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/101626

Acquisition of Land Act 1967

TAKING OF EASEMENT NOTICE (No 26) 2012

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 26) 2012*.

Easements taken [ss.6 and 9(7) of the Act]

2. The easements described in Schedule 2 are taken by Queensland Electricity Transmission Corporation Limited ACN 078 849 233 for electrical works purposes and purposes incidental thereto and vest in Queensland Electricity

Transmission Corporation Limited ACN 078 849 233 on and from 14 September 2012.

Rights and obligations

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

SCHEDULE 1 DEFINITIONS

1. In this Easement:
 - 1.1 "Acts" means the *Electricity Act 1994*, *Electrical Safety Act 2002* and *Government Owned Corporations Act 1993* and any amendments to them or any Acts superseding those Acts.
 - 1.2 "Date of this Easement" means the date of the gazette resumption notice.
 - 1.3 "Easement" means the rights obtained from the Owner by QETC including but not limited to the terms and conditions contained in this Schedule.
 - 1.4 "Easement Land" means that portion of the Owner's land over which this Easement is obtained.
 - 1.5 "Electricity Works" means such works, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity, telecommunications and other electromagnetic energy in all its forms, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the Electricity Works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the Electricity Works.
 - 1.6 "Lessee" has the same meaning as in the *Land Act 1994*.
 - 1.7 "Owner" means the Registered Proprietor or the Lessee, as applicable, together with its successors, successors in title and assigns. Where the term appears in Clauses 3, 4, 5, 6 and 8 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.
 - 1.8 "QETC" means the Queensland Electricity Transmission Corporation Limited, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to exercise its rights under this Easement.
 - 1.9 "Registered Proprietor" has the same meaning as in the *Land Title Act 1994*.
 - 1.10 "Structure" means any building, improvement, plant, equipment, fixture, fitting, pole, cable, wire, pipe, tower, apparatus or chattel or of any kind whether on, over, in, under, across or through the Easement Land and includes by way of example but is not limited to any dwelling (including any extension or overhang of eaves or guttering), swimming pool, shed, retaining or other wall and lighting.

QETC'S RIGHTS

2. The QETC is acquiring this Easement to permit QETC the right to:
 - 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
 - 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
 - 2.3 construct Electricity Works on, over, under or through the Easement Land;
 - 2.4 inspect, maintain, repair or replace the Electricity Works;
 - 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction including soil in the manner and by the means QETC considers appropriate;
 - 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
 - 2.7 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC's rights under this Easement by the Owner; and

the QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.

QETC'S OBLIGATIONS TO THE OWNER

3. QETC will, in exercising its rights pursuant to this Easement:
 - 3.1 cause as little inconvenience to the Owner as possible; and
 - 3.2 act reasonably.
4. QETC WILL COMPLY WITH SAFETY LAWS
 - 4.1 QETC will comply with all laws regarding the exercise of its rights under this Easement and the safety of persons to use the Easement Land.
 - 4.2 QETC will not be liable for:
 - 4.2.1 the negligent acts or omissions of the Owner; or
 - 4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:
 - 5.1 interfere with, damage or place at risk the Electricity Works or plant, equipment, tools or material of QETC on or near the Easement Land;
 - 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
 - 5.3 grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land.

THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS

6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
 - 6.1 erect or place any Structure or make any

- additions or alterations to any Structure on the Easement Land;
- 6.2 erect any fence that is higher than three (3) metres on the Easement Land;
- 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
- 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
- 6.5 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
- 6.6 do any act or thing which jeopardises the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;
- 6.7 grow sugar cane on the Easement Land except:
- 6.7.1 where the Owner is a holder of a valid cane supply contract under the *Sugar Industry Act 1999* as at the Date of this Easement; and
- 6.7.2 the Owner grows sugar cane in accordance with clause 5.3 above;
- 6.8 plant or grow upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
- 6.9 reside in or permit anyone to reside in or occupy any Structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land, and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful purpose not inconsistent with the terms of this Easement.

THINGS QETC MAY DO IF THE OWNER IS IN BREACH

8. 8.1 In the event of any breach by the Owner of the terms of Clauses 5 and 6, QETC may in its absolute discretion give notice to the Owner to rectify the breach which may include the demolition or removal of all, or any part of, a Structure; and
- 8.2 If after 30 days, the Owner has not rectified the breach, then QETC may rectify the breach which may include:
- 8.2.1 the demolition and/or removal of a Structure or any part thereof upon the

Easement Land; or

8.2.2 mitigation or remedial work to restore the safety of the Electricity Works without liability to the Owner for reinstatement, restitution, damages, compensation or otherwise.

- 8.3 Notwithstanding anything contained in Clauses 8.1 or 8.2, in the case of an emergency, QETC may enter the Easement Land to remedy a defect, eliminate an actual or potential danger or remove a Structure or any part thereof that is affecting, or may affect, the safety of Electricity Works or continuity of supply without giving notice.
- 8.4 If QETC acts under clause 8.3, it must give the notice, if not already given, mentioned in clause 8.1 as soon as practicable.
- 8.5 Any costs incurred by QETC in relation to either Clauses 8.2 or 8.3, or both, may be recovered from the Owner.

INDEMNITY

9. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

PUBLIC RISK

10. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than FIFTY MILLION DOLLARS (\$50,000,000.00).

SCHEDULE 2

South West Region, Dalby Office

Easements Taken

Easement AI in Lot 2 on RP138057 on SP249462 (to be registered in the Land Registry), area 20.22 ha, part of Title Reference 15094005, parish of Wambo.

Easement P in Lot 52 on BWR104 on SP249444 (to be registered in the Land Registry), area 5.914 ha, part of Title Reference 12882029, parish of McNulty.

Easement Q in Lot 85 on BWR181 on SP249445 (to be registered in the Land Registry), area 21.58 ha, part of Title Reference 14116109, parish of McNulty.

CBD/102694

Easement E in Lot 44 on BWR107 on SP249433 (to be registered in the Land Registry), area 8.738 ha, part of Title Reference 50291338, parish of Dogwood.

CBD/102695

Easement F in Lot 2 on RP121117 on SP249434 (to be registered in the Land Registry), area 14.3 ha, part of Title Reference 50291339, parish of Dogwood.

CBD/102696

Easement AR in Lot 2 on RP82810 on SP249471 (to be registered in the Land Registry), area 13.26 ha, part of Title References 13946051 and 13946052, parish of Ewer.

CBD/102697

Easement AV in Lot 9 on RP176344 on SP249475 (to be registered in the Land Registry), area 10.26 ha, part of Title Reference 16304246, parish of Hunter.

CBD/102698

Easement AX in Lot 5 on RP176345 on SP249477 (to be registered in the Land Registry), area 6.078 ha, part of Title Reference 16305160, parish of Hunter.

CBD/102699

Easement AP in Lot 98 on DY559 on SP249469 (to be registered in the Land Registry), area 5.737 ha, part of Title Reference 18124069, parish of Ewer.

CBD/102700

Easement AW in Lot 6 on RP176345 on SP249476 (to be registered in the Land Registry), area 5.097 ha, part of Title Reference 16305161, parish of Hunter.

CBD/102701

Easement AM in Lot 32 on DY892 on SP249466 (to be registered in the Land Registry), area 33.67 ha, part of Title Reference 18825131, parish of Ewer.

CBD/102702

Easements AH and AG in Lot 31 on RG128 on SP249461 (to be registered in the Land Registry), areas 8.809 ha and 6768 m² respectively, parts of Title Reference 14578077, parish of Wambo.

CBD/102704

Easement V in Lot 12 on BWR45 on SP249450 (to be registered in the Land Registry), area 12.62 ha, part of Title Reference 11188217, parish of Yamo.

Easement W in Lot 2 on BWR16 on SP249451 (to be registered in the Land Registry), area 1.645 ha, part of Title Reference 11110033, parish of Yamo.

Easement Z in Lot 2 on RP106647 on SP249454 (to be registered in the Land Registry), area 5.038 ha, part of Title Reference 13815078, parish of Wambo.

Easement Y in Lot 1 on RP106647 on SP249453 (to be registered in the Land Registry), area 21.17 ha, part of Title Reference 13821241, parish of Wambo.

CBD/102712

Easement AJ in Lot 3 on RG569 on SP249463 (to be registered in the Land Registry), area 21.08 ha, part of Title Reference 18338155, parish of Wambo.

CBD/102719

Easement L in Lot 67 on BWR96 on SP249440 (to be registered in the Land Registry), area 12.51 ha, part of Title Reference 11967240, parish of McNulty.

CBD/102725

Easement AT in Lot 67 on DY78 on SP249473 (to be registered in the Land Registry), area 21.86 ha, part of Title Reference 11637096, parish of Hunter.

Easement AU in Lot 2 on RP117442 on SP249474 (to be registered in the Land Registry), area 2.414 ha, part of Title Reference 14792023, parish of Hunter.

CBD/102741

Easement N in Lot 75 on BWR188 on SP249442 (to be registered in the Land Registry), area 8115 m², part of Title Reference 13025040, parish of McNulty.

CBD/102746

Easement O in Lot 74 on BWR188 on SP249443 (to be registered in the Land Registry), area 33.01 ha, part of Title Reference 12759209, parish of McNulty.

CBD/102751

Easement AE in Lot 2 on RG257 on SP249459 (to be registered in the Land Registry), area 5.347 ha, part of Title Reference 16234185, parish of Wambo.

Easement AF in Lot 30 on RG128 on SP249460 (to be registered in the Land Registry), area 7.093 ha, part of Title Reference 12491176, parish of Wambo.

CBD/102754

Easement G in Lot 1 on RP121117 on SP249435 (to be registered in the Land Registry), area 17.55 ha, part of Title Reference 14917168, parish of Dogwood.

CBD/102755

Easement AC in Lot 28 on RG128 on SP249457 (to be registered in the Land Registry), area 4.972 ha, part of Title Reference 16201020, parish of Wambo.

Easement AD in Lot 29 on RG128 on SP249458 (to be registered in the Land Registry), area 12.69 ha, part of Title Reference 17283169, parish of Wambo.

CBD/102756

Easement B in Lot 47 on BWR107 on SP249430 (to be registered in the Land Registry), area 14.94 ha, part of Title Reference 50519279, parish of Dogwood.

Easement C in Lot 46 on BWR107 on SP249431 (to be registered in the Land Registry), area 15.7 ha, part of Title Reference 50511674, parish of Dogwood.

Easement H in Lot 59 on BWR95 on SP249436 (to be registered in the Land Registry), area 7.807 ha, part of Title Reference 12205240, parish of McNulty.

Easement I in Lot 61 on BWR95 on SP249437 (to be registered in the Land Registry), area 9.78 ha, part of Title Reference 14459044, parish of McNulty.

CBD/102758

Easement AA in Lot 2 on RP108045 on SP249455 (to be registered in the Land Registry), area 17.51 ha, part of Title Reference 14038218, parish of Wambo.

CBD/102877

Easement X in Lot 6 on RP893550 on SP249452 (to be registered in the Land Registry), area 5.451 ha, part of Title Reference 50091122, parish of Yamo.

CBD/102879

Easement R in Lot 37 on BWR181 on SP249446 (to be registered in the Land Registry), area 7.848 ha, part of Title Reference 14116110, parish of Yamo.

CBD/102880

Easement AO in Lot 64 on DY528 on SP249468 (to be registered in the Land Registry), area 15.26 ha, part of Title Reference 14803243, parish of Ewer.

CBD/102881

Easement S in Lot 39 on BWR181 on SP249447 (to be registered in the Land Registry), area 23.85 ha, part of Title Reference 14116112, parish of Yamo.

Easement T in Lot 48 on BWR176 on SP249448 (to be registered in the Land Registry), area 17.03 ha, part of Title Reference 12710150, parish of Yamo.

Easement U in Lot 48 on BWR175 on SP249449 (to be registered in the Land Registry), area 1.09 ha, part of Title Reference 12710150, parish of Yamo.

CBD/102882

Easement AQ in Lot 39 on RP912566 on SP249470 (to be registered in the Land Registry), area 10.93 ha, part of Title Reference 50174153, parish of Ewer.

CBD/102883

Easement AL in Lot 27 on RG653 on SP249465 (to be registered in the Land Registry), area 20.44 ha, part of Title Reference 16435111, parish of Wambo.

CBD/102884

Easement J in Lot 69 on BWR97 on SP249438 (to be registered in the Land Registry), area 9.918 ha, part of Title Reference 16192100, parish of McNulty.

Easement K in Lot 70 on BWR97 on SP249439 (to be registered in the Land Registry), area 9311 m², part of Title

Reference 16192100, parish of McNulty.

Easement M in Lot 72 on BWR188 on SP249441 (to be registered in the Land Registry), area 22.19 ha, part of Title Reference 16192101, parish of McNulty.

CBD/102885

Easement D in Lot 45 on BWR107 on SP249432 (to be registered in the Land Registry), area 10.5 ha, part of Title Reference 50511673, parish of Dogwood.

CBD/102886

Easement AN in Lot 73 on DY892 on SP249467 (to be registered in the Land Registry), area 11.45 ha, part of Title Reference 50734007, parish of Ewer.

Easement AS in Lot 37 on DY78 on SP249472 (to be registered in the Land Registry), area 28.66 ha, part of Title Reference 15341164, parish of Ewer.

CBD/102887

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.

Acquisition of Land Act 1967

TAKING OF EASEMENT NOTICE (No 27) 2012

Short title

1. This notice may be cited as the *Taking of Easement Notice (No 27) 2012*.

Easement taken [ss.6 and 9(7) of the Act]

2. The easement described in Schedule 2 is taken by Northern SEQ Distributor-Retailer Authority for sewerage purposes and vests in Northern SEQ Distributor-Retailer Authority on and from 14 September 2012.

Rights and obligations

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

SCHEDULE 1

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

pumps and/or pump stations, water reservoirs and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things; and

- (e) (i) Unitywater means the Northern SEQ Distributor-Retailer Authority (trading as Unitywater) established under section 8 of the South-East Queensland Water (Distribution and Retail Restructuring) Act 2009 and its assignees and successors; and
- (ii) if the context permits, Authorised Persons.

1.2 Interpretation

In this Easement:

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

2. RIGHTS OF UNITYWATER

2.1 Access:

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

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

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

2.2 Sewerage or Water Supply or both

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

- (a) construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where thought fit by Unitywater to remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- (b) to change the size and number of any pipes which form part of the Relevant Works;
- (c) dig into, sink shafts in and erect scaffolding upon the Easement Land and to open and break up the soil of the Easement Land or any part of the Easement Land including its sub-surface;
- (d) remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- (e) clear and keep clear the Easement Land by any means or method and to cut and remove timber, trees and undergrowth from the Easement Land and to burn off such timber, trees and undergrowth;
- (f) construct and maintain on the Easement Land such access tracks, gates and appurtenant works as it considers necessary;

- (g) enter upon and remain, pass and repass on and over the Easement Land for all or any of the purposes aforesaid with or without vehicles, plant and equipment of any description whatsoever;
- (h) enter and exit to and from the Easement Land over such part or parts of the Owner's land adjoining or adjacent to the Easement Land as Unitywater shall consider most convenient or necessary for the purpose of passing between the Easement Land and the most convenient point of entry to or exit from the Owner's land (whether adjoining a constructed road or not);
- (i) do such other works and things through, across, in or under the Easement Land as are incidental to the proper exercise of the rights granted to Unitywater under this Easement; and
- (j) use such part or parts of the Owner's land immediately adjacent to or adjoining either side of the Easement Land as Unitywater considers reasonable or necessary for the proper exercise of the rights granted to Unitywater under this Easement.

3. PROPERTY IN RELEVANT WORKS

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

4. FENCING

4.1 Removal

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

4.2 Reinstatement

Unitywater must either:

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

5. NO STRUCTURES ON THE EASEMENT LAND

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

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

6. DAMAGE TO STRUCTURES

- (a) Unitywater in its sole discretion, will determine how and in what manner the rights granted to Unitywater under this Easement are exercised.
- (b) Unitywater must not wilfully damage or destroy any Matter to any extent greater than is reasonably necessary in order to exercise its rights under this Easement but:
 - (i) Unitywater is not otherwise responsible for any damage to or destruction of any Matter in the course of the exercise by Unitywater of its rights under this Easement; and
 - (ii) subject to Clause 4, Unitywater is not under any obligation to reinstate or repair any Matter damaged or destroyed in consequence of the exercise by Unitywater of its rights under this Easement and its only obligation where such Matter has been so damaged or destroyed is to leave the Easement Land in as clean and tidy state as practicable having regard to the nature of the Matter which has been damaged or destroyed and the work which it has done; and
 - (iii) Unitywater is not in any event responsible for any inconvenience or disturbance to the Owner or occupiers of the Easement Land arising out of the exercise by Unitywater of its rights under this Easement.

7. REMOVAL OF UNAUTHORISED STRUCTURES

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

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

8. PROTECTION OF RELEVANT WORKS

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

9. RATES AND CHARGES

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

10. FURTHER ASSURANCES

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

11. SPECIAL COVENANTS FOR STATE RESERVE LAND

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

- Land Act 1994* (as amended from time to time).
- (b) In this Clause:
 “Minister” means the Minister administering the *Land Act 1994* (as amended from time to time); and
 “Trustee” means the relevant Trustee of the State Reserved Land.
- (c) **Reinstatement of fencing**
 Clause 4.2 of this Easement is deleted and replaced with the following:
 Unitywater must either:
 (a) reinstate all fences damaged by it in the exercise of any of its rights granted herein; and
 (b) in lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which must be not less than the quality and materials of workmanship of the existing fence.
- (d) **Removal of Unauthorised structures etc**
 Clause 7 of this Easement is omitted and replaced with the following:
 If anything is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies, and having given the Owner reasonable notice of its intention to invoke this clause, enter Easement Land and remove or demolish the Matter. If it does so it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable.
- (e) **Removal of Trees**
 Unitywater must not cut or remove timber or trees from the Easement Land without first giving reasonable notice to the Owner and obtaining all necessary permits. Such notice will not be required under this clause in the event that there is an actual or potential danger to persons or property or there is any interference or jeopardy to the supply of the Relevant Works.
- (f) **Removal of Assets upon termination of easement**
 Under the *Land Act 1994*, an easement over a reserve ends when the dedication of reserve is revoked unless a written approval is provided by the Minister that the easement may continue over unallocated State Land when the dedication of reserve is revoked.
 Upon termination of the Easement, Unitywater
 (i) must ensure that the Easement Land is left in a safe and stable condition to the satisfaction of the Minister; and
 (ii) will unless directed by the Minister otherwise, at its own cost and expense, remove all of the Relevant Works from the Easement Land; and
 (iii) will remove, at its own cost and expense, all of the Relevant Works from the Easement Land that may cause contamination or environmental harm to the Easement Land as defined by the *Environmental Protection Act 1994* or similar legislation.
- (g) **Indemnity and Risk**
 The following clauses will apply for the duration of the Easement and will continue to apply during the periods of rehabilitation and any removal of the Relevant Works under clause 11(f):
 (i) **Indemnity**
 (a) Unitywater indemnifies and agrees to keep indemnified the Minister, the State of Queensland, Trustee and Owner (the “indemnified parties”) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (“Claims”) arising out of or in any way connected to or resulting from the granting of this Easement to Unitywater or which is connected to or resulting from Unitywater’s use and occupation of the Easement Land (all of which are referred to as “the indemnified acts or omissions”) save to the extent that the claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission or one of the indemnified parties does not negate the indemnity to any other indemnified parties.
 (b) Unitywater hereby releases and discharges the indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission of one of the indemnified parties does not negate the release and discharge in favour of any of the other indemnified parties.
- (ii) **Public Risk**
 (a) Unitywater must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Minister naming Unitywater as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the easement land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.
 (b) Such policy must:
 (a) be for an amount not less than \$20,000,000.00 (Twenty Million dollars) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
 (b) be effected on a “claims occurring” basis so that any claim made by Unitywater under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy’s other terms and conditions; and
 (c) be maintained at all times during the currency of the Easement, and upon receipt of any Notice of Cancellation, Unitywater must immediately effect another public liability insurance policy in accordance with the provisions of this Clause 11(g) (ii).
 (c) Unitywater must also provide a certificate of currency within 14 days of a request by the Owner who may only make such request once a year.
 (d) Unitywater must, as soon as practicable, inform the Minister and Owner in writing,

of the occurrence of any event that Unitywater considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Owner are kept fully informed of subsequent actions and developments concerning the claim.

(h) **Power of Attorney**

Whilst the Easement Land remains unallocated State Land or is dedicated as a Reserve pursuant to the *Land Act 1994* as amended from time to time or is registered solely in the name of the State of Queensland, Unitywater irrevocably appoints in so far as it is legally able to the State of Queensland the true and lawful attorney of Unitywater enabling the attorney to do all such things as the attorney may consider necessary or desirable to effect a surrender of this easement upon the default by the Unitywater of any condition, covenant or clause of this easement provided however that the State of Queensland may only exercise its right to surrender the easement under this clause if:

- (i) Unitywater has breached a condition, covenant or clause of this easement; and
- (ii) the State of Queensland has given written notice to the breach of Unitywater; and
- (iii) the State of Queensland has allowed Unitywater 90 days from the date of receipt of the notice to remedy the breach; and
- (iv) Unitywater has not remedied the breach by the expiration of that 90 days.

SCHEDULE 2

**South Region, Nambour Office
Easement Taken**

Easement H in Lot 674 in CG4682 on SP255949 (to be registered in the Land Registry), area 345 m², part of Title Reference 16658222, parish of Mooloolah.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/108214

*Acquisition of Land Act 1967
Native Title Act 1993 (Commonwealth)
Native Title (Queensland) Act 1993*

**TAKING OF NATIVE TITLE RIGHTS AND INTERESTS
NOTICE (No 18) 2012**

Short title

1. This notice may be cited as the *Taking of Native Title Rights and Interests Notice (No 18) 2012*.

Native Title Rights and Interests taken [s.9(7) of the *Acquisition of Land Act 1967*, s.24MD of the *Native Title Act 1993* (Commonwealth) and s.144 of the *Native Title (Queensland) Act 1993*]

2. The native title rights and interests, if any, in the land and waters described in the Schedule are taken by Diamantina Shire Council for aviation and related purposes on and from 14 September 2012.

SCHEDULE

Central Region, Longreach Office

Lot 2 on SP226881, area 13.55 ha, unallocated State land, Title Reference 47037821, parish of Daroo.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/039528

*Acquisition of Land Act 1967
Native Title Act 1993 (Commonwealth)
Native Title (Queensland) Act 1993*

**TAKING OF NATIVE TITLE RIGHTS AND INTERESTS
NOTICE (No 17) 2012**

Short title

1. This notice may be cited as the *Taking of Native Title Rights and Interests Notice (No 17) 2012*.

Native Title Rights and Interests taken [s.9(7) of the *Acquisition of Land Act 1967*, s.24MD of the *Native Title Act 1993* (Commonwealth) and s.144 of the *Native Title (Queensland) Act 1993*]

2. The native title rights and interests, if any, in the land and waters described in the Schedule are taken by Diamantina Shire Council for racecourse purposes on and from 14 September 2012.

SCHEDULE

Central Region, Longreach Office

Lot 1 on SP226881, area 58.63 ha, unallocated State land, Title Reference 47037820, parish of Daroo.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.
5. File Reference – CBD/039527

Land Act 1994

**REOPENING OF TEMPORARILY CLOSED ROAD
NOTICE (No 24) 2012**

Short title

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 24) 2012*.

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

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

SCHEDULE

North Region, Cairns Office

An area of about 2.125 ha abutting the western boundaries of Lots 1, 2 and 54 on RP708446, being the land contained within former Road Licence No. 9/3367, (parish of Formartine). (2010/000470)

ENDNOTES

1. Published in the Gazette on 14 September 2012.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

Land Act 1994

**TEMPORARY CLOSING OF ROADS
NOTICE (No 16) 2012**

Short title

1. This notice may be cited as the *Temporary Closing of Roads Notice (No 16) 2012*.

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

2. The roads described in the Schedule are temporarily closed.

SCHEDULE

South Region, Gold Coast Office

1 An area of about 3.58 ha abutting Lot 4 on SP164198 now established as Lot A on AP21120 (parishes of Gilston and Numinbah, localities of Advancetown, Mudgeeraba and Neranwood) in the Department of Natural Resources and Mines. (2010/000497)

South Region, Gympie Office

2 An area of about 1530 m² abutting Lot 154 on MCH2319 now established as Lot B on AP21153 (parish of Gympie, locality of Gympie) in the Department of Natural Resources and Mines. (2011/006286)

ENDNOTES

1. Published in the Gazette on 14 September 2012.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.

*Land Act 1994***OBJECTIONS TO PROPOSED ROAD CLOSURE
NOTICE (No 33) 2012****Short title**

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 33) 2012*.

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

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

Objections

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

(2) Latest day for lodgement of objections is **25 October 2012**.

(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 plan of the proposed road closure may be made at-

- (a) the Department of Natural Resources and Mines Offices at Rockhampton, Beenleigh, Nambour, Toowoomba and Mackay; and
- (b) the Local Government Offices of Gladstone Regional, Scenic Rim Regional, Sunshine Coast Regional, Western Downs Regional and Mackay Regional;

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

SCHEDULE**PERMANENT CLOSURE****Central Region, Rockhampton Office**

1 An area of about 94 m² being part of the unnamed road separating Lot 2 on SP165432 from Lot 2 on SP177523 (parish of Tondoon, locality of Kin Kora) and shown as plan of proposed road to be permanently closed on Drawing 08/513/CEN. (2011/006365)

South Region, Beenleigh Office

2 Areas totalling about 1.269 ha being part of Menora Road abutting the western boundary of Lot 41 on RP880030 and Lot 42 on RP896191 (parish of Boyd, locality of Bahrs Scrub) and shown as Parts A and B, road proposed to be permanently closed on Drawing 12/067. (2012/001882)

3 An area of about 3.2 ha being part of Four Mile Lane abutting the northern boundary of Lot 10 on WD1220 (parish of Tabragalba, locality of Boyland) and shown as Lot 1 on RL3666, road proposed to be permanently closed on Drawing 12/136. (2012/003515)

South Region, Nambour Office

4 An area of about 2960 m² being part of Allora Drive abutting the southern boundary of Lot 1 on SP100050 (parish of Mooloolah, locality of Maroochydore) and shown as road proposed to be permanently closed on Drawing 12/207. (2012/005510)

5 An area of about 756 m² being part of Alexandra Parade abutting the northern boundary of Lot 471 on SP142403 (parish of Mooloolah, locality of Maroochydore) and shown as road proposed to be permanently closed on Drawing 12/210. (2012/005608)

South Region, Toowoomba Office

6 An area of about 5910 m² being the road separating Lot 3 on AG4146 from Lot 1 on SP250095 (parish of Dalby, locality of Dalby) and shown as permanent road

closure on Drawing DD2012/174. (2012/005401)

TEMPORARY CLOSURE**Central Region, Mackay Office**

8 An area of about 6630 m² being part of the road abutting the eastern boundary of Lot 139 on RP811165 (parish of Bassett, locality of Glenella) and shown as plan of (proposed) Lot A (temporarily closed road) on Drawing 12/870/CEN. (2012/003507)

ENDNOTES

1. Published in the Gazette on 14 September 2012.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Department of Natural Resources and Mines.



Queensland Government Gazette

TRANSPORT AND MAIN ROADS

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[No. 9

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

TAKING OF LEASEHOLD INTERESTS IN LAND NOTICE (No. 2455) 2012

Short title

1. This notice may be cited as the *Taking of Leasehold Interests in Land Notice (No. 2455) 2012*.

Leasehold Interests in Land to be taken [s.9(7) of the *Acquisition of Land Act 1967*]

2. The leasehold interests in land described in the Schedule are taken for the purpose of transport, in particular, road purposes, as from 14 September 2012, and vests in the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, for an estate in fee simple.

SCHEDULE

Leasehold Interests in Land Taken

County of Banks, Parish of Deighton - an area of about 6143 square metres being part of Lot 198 on SP207018 contained in Title Reference: 17666143.

As shown approximately on Plan R203-771NT held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Cook Shire
Peninsula Developmental Road (Laura – Coen)
Laura to Laura Racecourse Turnoff
495/6079

ENDNOTES

1. Made by the Governor in Council on 6 September 2012.
2. Published in the Gazette on 14 September 2012.
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 LAND NOTICE (No. 2493) 2012

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 2493) 2012*.

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

2. Schedule to the Taking of Land Notice (No. 2137) 2011, dated 17 March 2011, and published in the Gazette of 25 March 2011, at page 451, 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. 2137) 2011, dated 17 March 2011, and published in the Gazette of 25 March 2011, at page 451, 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 - "*County of Ward, Parish of Boyd* - an area of about 4900 square metres being part of Lot 99 on RP892421 contained in Title Reference: 50094754.

County of Ward, Parish of Boyd - an area of about 2280 square metres being part of Lot 997 on RP890527 contained in Title Reference: 50087790.

As shown approximately on Plans R1-1683 and R1-1684 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Logan City
Beaudesert – Beenleigh Road
510/1622; 495/21"

Insert - "*County of Ward, Parish of Boyd* - an area of 4863 square metres being Lot 100 on SP136174 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50094754.

County of Ward, Parish of Boyd - an area of 2279 square metres being Lot 101 on SP136174 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 50087790.

Logan City
Beaudesert – Beenleigh Road
R1-1683 and R1-1684
495/593; 495/21"

ENDNOTES

1. Made by Acting Director (Property Services) on 4 September 2012, pursuant to delegation for Minister for Transport and Main Roads under section 11(5) of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 14 September 2012.
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 LAND NOTICE (No. 2494) 2012**Short title**

1. This notice may be cited as the *Amending Taking of Land Notice (No. 2494) 2012*.

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

2. Schedule to the Taking of Land Notice (No. 2316) 2012 dated 9 February 2012, and published in the Gazette of 17 February 2012, at pages 294 and 295, 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. 2316) 2012 dated 9 February 2012, and published in the Gazette of 17 February 2012, at pages 294 and 295, 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 - "*County of Stanley, Parish of Bulimba* - an area of about 439.3 square metres being part of Lot 17 on RP13407 contained in Title Reference: 12558182.

County of Stanley, Parish of Bulimba - an area of about 440.8 square metres being part of Lot 18 on RP13407 contained in Title Reference: 12577242.

County of Stanley, Parish of Bulimba - an area of about 442.5 square metres being part of Lot 19 on RP13407 contained in Title Reference: 12636244.

As shown approximately on Plan R13-2856(B) held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Brisbane City
Logan Sub-Arterial Road
495/5403; 5299"

Insert - “*County of Stanley, Parish of Bulimba* - an area of 438 square metres being Lot 97 on SP254737 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 12558182.

County of Stanley, Parish of Bulimba - an area of 440 square metres being Lot 98 on SP254737 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 12577242.

County of Stanley, Parish of Bulimba - an area of 442 square metres being Lot 99 on SP254737 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 12636244.

Brisbane City
Logan Sub-Arterial Road
R13-2856(B)
495/5403; 5299”

ENDNOTES

1. Made by Acting Director (Property Services) on 6 September 2012, pursuant to delegation for Minister for Transport and Main Roads under section 11(5) of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 14 September 2012.
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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FRIDAY 14 SEPTEMBER 2012

[No. 10

Department of Justice and Attorney-General
Brisbane, 12 September 2012

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

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Linsey Anne BORG	YAROOMBA
Kerrie Jenifer FRIZZELL	KEDRON
Dan HUANG	PACIFIC PINES
Nicole Helena STANIER	BOHLE PLAINS
Jennifer Anne STUART	SHAILER PARK
Tahlia VAN DE BELD	BURBANK

Department of Justice and Attorney-General
Brisbane, 12 September 2012

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

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Karen Emma BENNIE	NORVILLE
Sean Michael LORIAUX	MOOROOKA
Benjamin Fleming MARSHALL	GREENSLOPES
Anne Michelle PATTERSON	SPRINGFIELD LAKES
Phillip David Peter PORCHERON	COOMBABAH
Lisa Sue STEPHENSON	URRAWEEEN
Chicquita Anne TORRIELLI	JINDALEE
Lisa Irja VANTANEN	NERANG

Department of Justice and Attorney-General
Brisbane, 12 September 2012

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

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Francis Alfred BURFEIN	STRATHPINE
Elizabeth Ann CHEESEMAN	WATERFORD
Alan Trevor ROCHE	CAPALABA

Department of Justice and Attorney-General
Brisbane, 14 September 2012

Her Excellency the Governor, acting by and with the advice of the Executive Council, has approved that David John Sandford Jackson QC be appointed by Commission under the *Constitution of Queensland 2001* as a Judge of the Supreme Court of Queensland on and from 8 October 2012.

JARROD BLEIJIE MP

Department of Justice and Attorney-General
Brisbane, 14 September 2012

Her Excellency the Governor, acting by and with the advice of the Executive Council and under the *Industrial Relations Act 1999*, has approved that each of the undermentioned persons be appointed by Commission to the Queensland Industrial Relations Commission on and from the commencement dates shown-

Name	Position	Commencement date
Daniel Leonard O'Connor	Deputy President	29 October 2012
Gary David Black	Commissioner	2 October 2012
Melinda (Minna) Lorraine Knight	Commissioner	12 November 2012

JARROD BLEIJIE MP

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

Any officer who wishes to appeal against any of the promotions set out in Part I must give a written Notice of Appeal - Promotion within 21 days following gazettal of the promotion to -

Appeals Officer, Public Service Commission
 Postal Address: PO Box 15190, City East Qld 4002
 Street Address: Level 13, 53 Albert Street, Brisbane Qld 4000
 Email Address: appeals@psc.qld.gov.au

Web Address: www.psc.qld.gov.au (Refer to *Appeals Guide* and *Directive No. 19/10 Appeals*, Schedule C at this address)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF COMMUNITIES				
DOC 23564/12	Clinician (Evolve Behaviour Support Services), Ipswich Disability and Community Care Service Centre Ipswich Disability and Community Care Service Centre, Disability and Community Care Services, Housing and Homelessness, South West Region, Regional Service Delivery Operations, Ipswich (PO3)	Date of duty	Fornasier, Stephanie	Psychologist, Ipswich Disability and Community Care Service Centre Ipswich Disability and Community Care Service Centre, Disability and Community Care Services, Housing and Homelessness, South West Region, Regional Service Delivery Operations, Ipswich (PO2)
EDUCATION, TRAINING AND EMPLOYMENT				
MER 20255/12	Business Services Manager, Raceview State School, Metropolitan Region, Education Queensland Division, Brisbane (AO4)	06-08-2012	Hanlon, Allyson	Administrative Officer, Redbank Plains State School, Metropolitan Region, Education Queensland Division, Brisbane (AO2)
CO 20100/12	Procurement Advisor, Corporate Procurement Branch, Operations Division, Brisbane (AO4)	03-09-2012	Nightingale, Xanthe	Administration Officer, Web and Digital Delivery Unit, Information and Technologies Branch, Operations Division, Brisbane (AO3)
SBIT 8462/12	Student Service Centre Manager, Southbank Institute of Technology, Brisbane (AO6)	20-08-2012	Weterings, Deborah Anne	Education Unit Admin Coordinator, Southbank Institute of Technology, Brisbane (AO4)
DEPARTMENT OF HEALTH				
HHL 07439/11	Senior Human Resource Officer, Human Resource Services Branch, System Support Services Division (AO6)	09-09-2011	Davies, Teena	Human Resource Officer, Central Job Evaluation Unit, HR Branch (AO4)
QUEENSLAND POLICE SERVICE				
PO 5599/12	Investigative Computer Analyst, State Crime Operations Command, Brisbane (PO3)	28-08-2012	Wan, Kirstin	Investigative Computer Analyst, State Crime Operations Command, Brisbane (PO2)
PO 5600/12	Investigative Computer Analyst, State Crime Operations Command, Brisbane (PO2)	29-08-2012	Karpiel, Julian	Administrative Officer, State Crime Operations Command, Brisbane (AO2)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF TOURISM, MAJOR EVENTS, SMALL BUSINESS AND THE COMMONWEALTH GAMES				
* EEDI 33595/12	Policy Officer, Executive Director, Director-General, Brisbane (AO5)	Date of duty	Ryan, Joanne Therese	Senior Administration Officer, Office of Commonwealth Games Coordination, Brisbane (AO4)
EEDI 33557/12	Senior Crop Protection Officer, Plant Biosecurity and Product Integrity, Biosecurity Operations, Kingaroy (TO4)	12-09-2012	Benham, Michael	Biosecurity Officer, Capricornia, Plant Biosecurity and Product Integrity, Biosecurity Operations, Biosecurity Queensland, Agriculture, Food and Regional Services, Emerald (TO3)

* Please note this vacancy was previously advertised under Department of Employment, Economic Development and Innovation.

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
EDUCATION, TRAINING AND EMPLOYMENT			
* MER 9693	Guidance Officer, Metropolitan Region (GO 2)	23-01-2012	Kearns, Jillian Elizabeth
SQIT 8433/12	Director, Corporate Services, Southern Queensland Institute of TAFE, Toowoomba (SO)	24-09-2012	Bell, Phillip Richard
* Temporary appointment from 23-01-2012 to 14-12-2012 unless otherwise determined.			
ENVIRONMENT AND RESOURCE MANAGEMENT			
ERM 22521/12	Director, Energy Resources, Environment and National Resources Regulation, Operations and Environmental Regulator, Brisbane (SO)	10-09-2012	Venz, Mark
RESIDENTIAL TENANCIES AUTHORITY			
* RTA 17/11	Senior Investigations Officer, Investigations, Policy & Education Services, Brisbane (AO5)	Date of duty	Carson, Elissa
* Temporary Full-time until 30-09-2013 unless otherwise determined.			
TRANSLINK TRANSIT AUTHORITY			
TTA 2228/12	Head of Product Development and Commercial, Product Development Policy and Retail, Marketing and Product, Brisbane (SO)	Date of duty	Newman, Jeffrey

GOVERNMENT AND PUBLIC NOTICES IN THE GAZETTES AS FROM 1 JULY 2012 INCLUDES 1.3% CPI INCREASE

	New Price	GST	Total
EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 222.43	\$ 22.24	\$ 244.67
PROFESSIONAL REGISTER AND LISTS GAZETTES			
Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 132.34	\$ 13.23	\$ 145.57
Formatted electronic files or E-mail (check for compatibility) 51+ pages	\$ 112.71	\$ 11.27	\$ 123.98
ENVIRONMENT AND RESOURCE MANAGEMENT GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 140.42	\$ 14.04	\$ 154.46
LOCAL GOVERNMENT GAZETTE			
Formatted electronic files or E-mail (must be compatible) Full page text	\$ 222.43	\$ 22.24	\$ 244.67
Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 257.88	\$ 25.79	\$ 283.67
Single column, all copy to set	\$ 2.36	\$ 0.24	\$ 2.60
Double column, all to set	\$ 4.79	\$ 0.48	\$ 5.27
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.86	\$ 0.09	\$ 0.95
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.74	\$ 0.17	\$ 1.91
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)	\$ 222.43	\$ 22.24	\$ 244.67
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 257.88	\$ 25.79	\$ 283.67
GENERAL GAZETTE - PER MM TEXT			
Single column, all copy to set	\$ 2.36	\$ 0.24	\$ 2.60
Double column, all to set	\$ 4.79	\$ 0.48	\$ 5.27
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.86	\$ 0.09	\$ 0.95
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.74	\$ 0.17	\$ 1.91
GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)			
APPOINTMENTS - PART I & PART II			
2 lines	\$ 43.24	\$ 4.32	\$ 47.56
3 lines	\$ 60.53	\$ 6.05	\$ 66.58
4 lines	\$ 77.83	\$ 7.78	\$ 85.61
5 lines	\$ 90.80	\$ 9.08	\$ 99.88
6 lines	\$ 108.10	\$ 10.81	\$ 118.91
7 lines	\$ 121.07	\$ 12.11	\$ 133.18
8 lines	\$ 134.04	\$ 13.40	\$ 147.44
9 lines	\$ 147.01	\$ 14.70	\$ 161.71
GENERAL GAZETTE - LIQUOR NOTICE			
All copy to set	\$ 342.98	\$ 34.30	\$ 377.28
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 385.44
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			
GENERAL GAZETTE - GAMING MACHINE NOTICE			
All copy to set	\$ 372.80	\$ 37.28	\$ 410.08
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 418.24
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			
GENERAL GAZETTE - PROBATE NOTICE			
All copy to set	\$ 130.98	\$ 13.10	\$ 144.08
Formatted electronic files or E-mail (check for compatibility)			\$ 8.16
One Copy of the gazette posted is included in this price			TOTAL: \$ 152.24
Additional copies of these Gazettes are available on request @ \$8.16 each (includes GST & Postage)			

For more information regarding Gazette notices, contact SDS on 3866 0221. Prices are GST inclusive unless otherwise stated.



Register of Political Parties

The Electoral Commission of Queensland has determined, under the provisions of Part 6 of the *Electoral Act 1992*, that the registration of Daylight Saving for South East Queensland be cancelled in accordance with the provisions of section 78(1) of the Act.

If you believe that the registration of this party should not be cancelled, you are invited to submit to the Commission, by Monday 1 October 2012, a statement setting out the grounds for the belief. The statement should include your address and be signed by you.

The statement should be sent to:-

Electoral Commission of Queensland
GPO Box 1393
BRISBANE QLD 4001

For further information please contact David Gottke on 3035 8030.

David Kerslake
Electoral Commissioner

Department of Community Safety
Brisbane, September 2012

The Commissioner, Queensland Fire & Rescue Service, notifies under section 104DA (4) of the *Fire and Rescue Service Act 1990*, the average number of unwanted alarms for monitored systems for the last financial year 2011/2012 is 2.88.

Hon Jack Dempsey MP
Minister for Police and Community Safety

Queensland Competition Authority Act 1997
Section 10(1)(e)

MINISTERS' DIRECTION NOTICE

In our capacity as responsible Ministers, pursuant to section 10(1)(e) of the *Queensland Competition Authority Act 1997*, we hereby direct the Queensland Competition Authority (the Authority) to review the National Reform on Commercial Vessel Safety, including the *Marine Safety (Domestic Commercial Vessel) National Law Bill 2012* (Cth), the *Marine Safety (Domestic Commercial Vessel) National Law (Consequential Amendments) Bill 2012* (Cth), the supporting Regulatory Impact Statement and work undertaken to date on the establishment of the National Marine Safety Regulator to:

- determine whether the potential impact on Queensland industry and the Queensland Government has been adequately identified, and where possible quantified;
- advise whether the reform would be of net economic and financial benefit to Queensland;
- advise about the impacts on operators and stakeholder groups within the industry, including those that operate solely within Queensland; and
- advise whether the reform will improve maritime safety.

In undertaking this review, the Authority can rely on the information available to it as at the date of this Direction Notice, to assess or, where feasible in the time frame, quantify key effects that have not been quantified in the available documentation.

The OBPR is to report its findings to the Treasurer and the Attorney-General by 31 October 2012.

TIM NICHOLLS
Treasurer and
Minister for Trade

JARROD BLEIJIE
Attorney-General and
Minister for Justice

Queensland Competition Authority Act 1997
Section 10(1)(e)

MINISTERS' DIRECTION NOTICE

In our capacity as responsible Ministers, pursuant to section 10(1)(e) of the *Queensland Competition Authority Act 1997*, we hereby direct the Queensland Competition Authority (the Authority) to review the National Rail Safety Regulation and Investigation Reform, including the Rail Safety National Law and supporting Regulatory Impact Statement, the *Transport Safety Investigation Amendment Bill 2012* (Cth) and work undertaken to date on the establishment of the National Rail Safety Regulator and Investigator to:

- determine whether the potential impact on Queensland industry and the Queensland Government has been adequately identified, and where possible quantified;
- advise whether the reform would be of net economic and financial benefit to Queensland;
- advise about the impacts on operators and stakeholder groups within the industry, including those that operate solely within Queensland; and
- advise whether the reform will improve rail safety.

In undertaking this review, the Authority can rely on the information available to it as at the date of this Direction Notice, to assess or, where feasible in the time frame, quantify key effects that have not been quantified in the available documentation.

The OBPR is to report its findings to the Treasurer and the Attorney-General by 16 November 2012.

TIM NICHOLLS
Treasurer and
Minister for Trade

JARROD BLEIJIE
Attorney-General and
Minister for Justice

NOTIFICATION OF EXEMPTION

Transport Operations (Marine Safety) Act 1994

Maritime Safety Queensland
Brisbane, 10 September 2012

I, Patrick J Quirk, General Manager, Maritime Safety Queensland, pursuant to section 18A of the *Transport Operations (Marine Safety) Act 1994*, exempt all persons operating ships in the events detailed in the Schedule from section 206A of the *Transport Operations (Marine Safety) Act 1994* and section 127 of the *Transport Operations (Marine Safety) Regulation 2004*.

SCHEDULE

Events consisting of water ski races to be conducted by the organisers, Ski Racing Australia, between the hours of 8.00am and 2.00pm on 15 September 2012 to 8.00am and 3.00pm on 16 September 2012, over the waters of Bramble Bay as shown in red on the course map prepared by Maritime Safety Queensland, designated plan "A1-348-1", and held at the Regional Harbour Master's office in Brisbane.

PATRICK QUIRK
General Manager
Maritime Safety Queensland

**MEMBERS' ENTITLEMENTS HANDBOOK AMENDMENT NOTICE
(No. 1) 2012**

1. Short Title

This Notice may be cited as the *Members' Entitlements Handbook Amendment Notice (No. 1) 2012*.

2. Manager of Government Business

From 30 March 2012, an additional salary of \$32,630 per annum is to apply to the position of Manager of Government Business and the office of Manager of Government Business is to be inserted into Schedule A of the *Members' Entitlements Handbook*, together with the rate of additional salary payable to the office.

3. Chief Government Whip

From 30 March 2012, an additional salary of \$21,168 per annum is to apply to the position of Chief Government Whip and the office of Chief Government Whip is to be inserted into Schedule A of the *Members' Entitlements Handbook*, together with the rate of additional salary payable to the office.

4. Senior Government Whip

From 30 March 2012, an additional salary of \$16,043 per annum is to apply to the position of Senior Government Whip and the office of Senior Government Whip is to be inserted into Schedule A of the *Members' Entitlements Handbook*, together with the rate of additional salary payable to the office.

5. Further amendments to the *Members' Entitlements Handbook*

Sections 3.3, 3.3.1, 3.3.2, 3.3.3, 3.3.4 and 3.3.5 shall be amended given the creation of the office holder positions of Chief Government Whip and Senior Government Whip and the abolition of the office holder position of Government Whip.

Sections 3.5.1, 3.5.2 and Schedule F shall be amended given the abolition of the office holder position of Minister and Leader of the House.

Section 3.6 shall be amended given the creation of the office holder position of Manager of Government Business and the abolition of the office holder position of Leader of the House (when not a Minister).

Section 3.7 shall be amended given the creation of the office holder position of Assistant Minister and the abolition of the office holder position of Parliamentary Secretary to a Minister of the Crown, and to clarify the circumstances under which an Assistant Minister forfeits any Special Car Allowance payable pursuant to Section 2.3.1.6 of the Handbook.

Schedule A shall be amended to:-

- (i) omit the office holder position of Parliamentary Secretary to a Minister and insert the office holder position of Assistant Minister in its stead;
- (ii) omit the office holder positions of Government Whip; Parliamentary Secretary and Leader of the House; and Minister and Leader of the House;
- (iii) insert the office holder positions of Manager of Government Business; Chief Government Whip; and Senior Government Whip;
- (iv) insert the Chairperson and Members of the State Development, Infrastructure and Industry Committee; Legal Affairs and Community Safety Committee; Agriculture, Resources and Environment Committee; Education and Innovation Committee; Health and Community Services Committee; and the Transport, Housing and Local Government Committee; and

- (v) omit all references to the Legal Affairs, Police, Corrective Services and Emergency Services Committee; Industry, Education, Training and Industrial Relations Committee; Environment, Agriculture, Resources and Energy Committee; Community Affairs Committee; Health and Disabilities Committee; and the Transport, Local Government and Infrastructure Committee.

ENDNOTES

1. Made by the Governor in Council on 13 September 2012.
2. Published in the Gazette on 14 September 2012.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of the Premier and Cabinet.

**NOTIFICATION OF APPROVED FORMS UNDER THE
*BUILDING AND CONSTRUCTION INDUSTRY (PORTABLE LONG
SERVICE LEAVE) ACT 1991***

Commencement

The following form has been approved by the General Manager of the Building and Construction Industry (Portable Long Service Leave) Authority to take effect from the date of issue.

Form approved

The following form has been approved:

Form No.	Version No.	Form Heading
BCI 13	3	Worker Claim for Long Service Leave

Availability of forms

The form is available from:

1. Building and Construction Industry (Portable Long Service Leave) Authority trading as QLeave
Level 4, Centro Lutwyche
543 Lutwyche Road
Lutwyche Qld 4030
1 800 803 491

This notice is issued by Maureen Buckland Record Systems Coordinator, QLeave.

**NOTIFICATION OF APPROVAL OF FORM 19 UNDER THE
*PROPERTY AGENTS AND MOTOR DEALERS ACT 2000***

Approval

The following form has been approved by Brian Bauer, Executive Director, Fair Trading Operations on 7 August 2012.

Form Number	Form Heading	Version Number
Form 19	Notification of opening, closing or change of name of trust account	V3

Commencement date

The forms commence in October 2012.

Revocation of Approval

Form 19 - Approved version 2	Effective from 1 July 2011
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Availability of Forms

The forms are available from:

- (a) Queensland Government Service Centre
Upper Plaza Terrace
33 Charlotte Street
Brisbane
- (b) The website of the Office of Fair Trading at:
www.fairtrading.qld.gov.au
- (c) By contacting the Office of Fair Trading on 13 7468



Queensland

Public Service Amendment Regulation (No. 1) 2012

Subordinate Legislation 2012 No. 156

made under the

Public Service Act 2008

Contents

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Public Service Amendment Regulation (No. 1) 2012

[s 1]

1 Short title

This regulation may be cited as the *Public Service Amendment Regulation (No. 1) 2012*.

2 Regulation amended

This regulation amends the *Public Service Regulation 2008*.

3 Insertion of new s 9D

Part 2, division 3—

insert—

‘9D Directive 03/12 (Change of pay date for employees of Queensland Health)

‘(1) For applying directive 03/12 to a health service employee employed by a Service, a reference in the directive to Queensland Health is taken to be a reference to the Service.

‘(2) This section does not limit section 8(2) and (3).’.

4 Amendment of sch 2 (Applied provisions and rulings for health service employees)

Schedule 2, part 3—

insert—

‘20 03/12 (Change of pay date for employees of Queensland Health)

Note—

Section 9D modifies the application of this section.’.

ENDNOTES

- 1 Made by the Governor in Council on 13 September 2012.
- 2 Notified in the gazette on 14 September 2012.
- 3 Laid before the Legislative Assembly on . . .
- 4 The administering agency is the Public Service Commission.

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Authorised by the Parliamentary Counsel
and printed by the Government Printer



Queensland

NOTIFICATION OF SUBORDINATE LEGISLATION

Statutory Instruments Act 1992

Notice is given of the making of the subordinate legislation mentioned in Table 1

TABLE 1

SUBORDINATE LEGISLATION BY NUMBER

No. Subordinate Legislation
Empowering Act

156 Public Service Amendment Regulation (No. 1) 2012
Public Service Act 2008

157 Nature Conservation (Protected Areas) Amendment Regulation (No. 2) 2012
Nature Conservation Act 1992

158 Domestic and Family Violence Protection Regulation 2012
Domestic and Family Violence Protection Act 2012

TABLE 2

SUBORDINATE LEGISLATION BY EMPOWERING ACT

This table shows affected subordinate legislation

Empowering Act Subordinate Legislation	No.
Domestic and Family Violence Protection Act 2012	
Domestic and Family Violence Protection Regulation 2012	158
Nature Conservation Act 1992	
Nature Conservation (Protected Areas) Regulation 1994	
• amd by Nature Conservation (Protected Areas) Amendment Regulation (No. 2) 2012.	157
Public Service Act 2008	
Public Service Regulation 2008	
• amd by Public Service Amendment Regulation (No. 1) 2012	156

Copies of the subordinate legislation can be purchased by arrangement from—
Queensland Government Services Centre, 33 Charlotte Street, Brisbane Qld 4000

To arrange for subordinate legislation to be sent to the centre for your collection please telephone 131304

A mail service or a subscription service for subordinate legislation is also available from—
SDS Publications. Telephone: (07) 3883 8700
PO Box 5506 Brendale, Qld 4500. Facsimile: (07) 3883 8720

Purchase online at—<www.bookshop.qld.gov.au>

Liquor Act 1992

NOTICE OF APPLICATION FOR A LIQUOR LICENCE

Applicant's Name: Randhawas Group of Companies Pty Ltd.

Premises: Randhawa's Indian Cuisine, Shop 14, Holmview Central, 318 Logan River Road, Waterford.

Principal Activity: Commercial Other (Subsidiary On-Premises) Licence - The provision of meals prepared and served to be eaten on the premises.

Proposed Trading Hours:
10:00a.m. to 12midnight - Monday to Sunday.

OBJECTIONS TO THIS APPLICATION MAY BE FILED BY A MEMBER OF THE PUBLIC OVER THE AGE OF 18 WHO HAS A PROPER INTEREST IN THE LOCALITY CONCERNED AND IS LIKELY TO BE AFFECTED BY THE GRANT OF THE APPLICATION.

COPIES OF ANY OBJECTIONS OR SUBMISSIONS (INCLUDING OBJECTOR'S DETAILS) WILL BE FORWARDED TO THE APPLICANT AND A CONFERENCE MAY BE HELD.

Grounds for Objection:

- undue offence, annoyance, disturbance or inconvenience to persons who reside, work or do business in the locality concerned, or to persons in, or travelling to or from, an existing or proposed place of public worship, hospital or school;
- harm from alcohol abuse and misuse and associated violence;
- an adverse effect on the health or safety of members of the public;
- an adverse effect on the amenity of the community.

Format of Objections:

Objections must be lodged in writing individually or in petition form and must state the grounds for objection. **An objection in the form of a petition must be in a format stipulated in the Act and the principal contact person should discuss the proposed petition with the Licensing Officer listed below. A petition template is able to be downloaded from the Office of Liquor and Gaming Regulation website at www.olgr.qld.gov.au**

A MEMBER OF THE PUBLIC MAY MAKE A WRITTEN SUBMISSION TO THE CHIEF EXECUTIVE REGARDING whether the granting of this application will impact on the community, particularly relating to matters which the chief executive must have regard under Section 116(8) of the *Liquor Act 1992*.

For further information on what is being proposed by the applicant, please contact **Jenny Wood, Commercial Licensing Specialists** on (07) 5526 0112 or email jenny@clslicensing.com.au

Closing Date for Objections or Submissions: 3 October 2012

Lodging Objections or Submissions:

Objections and/or Submissions should be lodged with:

Licensing Officer
Office of Liquor and Gaming Regulation
Locked Bag 180
CITY EAST QLD 4002
Telephone: (07) 3224 7131

All objectors will be notified in writing when a decision has been made on the application.

Executive Director, Office of Liquor and Gaming Regulation 2280

Liquor Act 1992

NOTICE OF APPLICATION FOR DETACHED BOTTLESHOP AND EXTENDED TRADING HOURS

Applicant's Name: Australian Leisure and Hospitality Group Pty Limited trading as Springfield Tavern.

Premises: Tenancy 5, 2 Tournament Drive, Brookwater.

Principal Activity: (Commercial Hotel - Detached Bottleshop) - the sale and supply of takeaway liquor for consumption off the premises.

Trading Hours: 9:00a.m. to 10:00p.m. - Monday to Sunday.

OBJECTIONS TO THIS APPLICATION MAY BE FILED BY A MEMBER OF THE PUBLIC OVER THE AGE OF 18 WHO HAS A PROPER INTEREST IN THE LOCALITY CONCERNED AND IS LIKELY TO BE AFFECTED BY THE GRANT OF THE APPLICATION.

COPIES OF ANY OBJECTIONS OR SUBMISSIONS (INCLUDING OBJECTOR'S DETAILS) WILL BE FORWARDED TO THE APPLICANT AND A CONFERENCE MAY BE HELD.

Grounds for Objection:

- undue offence, annoyance, disturbance or inconvenience to persons who reside, work or do business in the locality concerned, or to persons in, or travelling to or from, an existing or proposed place of public worship, hospital or school;
- harm from alcohol abuse and misuse and associated violence;
- an adverse effect on the health or safety of members of the public;
- an adverse effect on the amenity of the community.

Format of Objections:

Objections must be lodged in writing individually or in petition form and must state the grounds for objection. **An objection in the form of a petition must be in a format stipulated in the Act and the principal contact person should discuss the proposed petition with the Licensing Officer listed below. A petition template is able to be downloaded from the Office of Liquor and Gaming Regulation website at www.olgr.qld.gov.au**

A MEMBER OF THE PUBLIC MAY MAKE A WRITTEN SUBMISSION TO THE CHIEF EXECUTIVE REGARDING whether the granting of this application will impact on the community, particularly relating to matters which the chief executive must have regard under Section 116(8) of the *Liquor Act 1992*.

For further information on what is being proposed by the applicant, please contact **Jamie-Marie O'Donnell of ALH Group** on (07) 3909 4820 or email jamie.odonnell@alhgroup.com.au

Closing Date for Objections or Submissions: 10 October 2012

Lodging Objections or Submissions:

Objections and/or Submissions should be lodged with:

Licensing Officer
Office of Liquor and Gaming Regulation
Locked Bag 180
CITY EAST QLD 4002
Telephone: (07) 3224 7131

All objectors will be notified in writing when a decision has been made on the application.

Executive Director, Office of Liquor and Gaming Regulation 2281

Local Government (Finance, Plans and Reporting) Regulation 2010
Chapter 2, Part 12, Section 74

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

This is a notice of intention to sell land under section 74 of the *Local Government (Finance, Plans and Reporting) Regulation 2010*.

TO: Angelo Lopez
PO Box 1018
NEWPORT VIC 3015

You are the registered proprietor of land situated at 99999 Edward Street, MARBURG QLD 4346 described as Lots 307-310 on Registered Plan 35813 County of Churchill Parish of Walloon containing approximately 3236 m² ("The Land").

The Ipswich City Council has, by resolution, decided to sell The Land for overdue rates or charges in accordance with section 74 of the *Local Government (Finance, Plans and Reporting) Regulation 2010*.

The resolution was made on 4 September 2012 and made in accordance with the following terms:

- "That, in accordance with the provisions of the *Local Government (Finance, Plans and Reporting) Regulation 2010*, the property at 99999 Edward Street, MARBURG QLD 4346 be sold by auction unless all overdue rates and expenses are paid in full prior to auction".

As of this date, the sum of Two Thousand Three Hundred and Four Dollars and Ninety Five Cents (\$2,304.95), is due and payable for overdue rates and charges for the Land.

Further, as of this date, the sum of Four Hundred and Four Dollars and Eighty Cents (\$404.80) is due and payable for interest that is owing on the overdue rates and charges. Pursuant to section 67 of the *Local Government (Finance, Plans and Reporting) Regulation 2010*, interest is compound interest calculated at 11% on daily rests and will keep accruing until all overdue rates are paid.

The total amount of overdue rates and charges, and the interest owing at the date of this notice is as follows:

Balance of Rates and Charges owing	\$2304.95
Interest	\$ 404.80
TOTAL	\$2709.75

For a statement of the provisions of the law relating to the Sale of Land for overdue rates please refer to the following sections of the *Local Government (Finance, Plans and Reporting) Regulation 2010*:
Section 75 – When procedures for selling land must be started
Section 76 – Procedures for selling land
Section 77 – Conduct of auction
Section 78 – Procedures after sale of land to local government

A copy of these provisions may be obtained free of charge from the Ipswich City Council.

Dated at Ipswich this 10 day of September 2012
Signed by John Adams, Acting Chief Executive Officer, Ipswich City Council pursuant to section 74 of the *Local Government (Finance, Plans and Reporting) Regulation 2010*.

Note:

All payments and enquiries should be directed to Council's Rates Section, 143 Brisbane Street, Ipswich, Telephone (07) 3810 6679.

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Maja Group Pty Ltd ACN 073 259 944 of
PO Box 417, BUDERIM QLD 4556.

Whereas the sum of Thirty Two Thousand, and Fifty Five Dollars and Thirty Five Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 353 Moores Creek Road, Norman Gardens in the County of Livingstone, Parish of Murchison and described as **Lot 2 on Registered Plan Number 619938** and being the whole of the within land described as **Title Reference 30591185** containing three thousand, seven hundred and fifty eight square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Honey Bee Two Pty Ltd Tte ACN 112 061 613 of
PO Box 151, DARLING HEIGHTS QLD 4350.

Whereas the sum of Sixteen Thousand, One Hundred and Twenty Two Dollars and Thirty Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 7 Nagle Drive, Norman Gardens in the County of Livingstone, Parish of Murchison and described as **Lot 15 on Crown Plan Number LN481** and being the whole of the within land described as **Title Reference 30412214** containing six hundred and ninety one thousand, five hundred and ten square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Different Computers Pty Ltd ACN 100 004 653 of
258 George St, ROCKHAMPTON CITY QLD 4700.

Whereas the sum of Sixteen Thousand, Two Hundred and Forty Dollars and Thirty Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 258 George Street, Rockhampton in the County of Livingstone, Parish of Rockhampton and described as **Lot 1 on Registered Plan Number 600285 and Lot 2 on Registered Plan Number 601114** and being the whole of the within land described as **Title Reference 30274181** containing four hundred and ninety two square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Ronald Desmond Ball of
90b Archer St, EMU PARK QLD 4710.

Whereas the sum of Thirteen Thousand, Four Hundred and Sixty One Dollars and Eighty Seven Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 90 Archer Street, Emu Park in the County of Livingstone, Parish of Hewittville and described as **Lot 2 on Registered Plan Number 835002** and being the whole of the within land described as **Title Reference 30655047** containing six hundred and four square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Lee John Donovan of
11 Boswood St, KAWANA QLD 4701.

Whereas the sum of Eleven Thousand and Fifty Dollars and Seventy Five Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 11 Boswood Street, Kawana in the County of Livingstone, Parish of Murchison and described as **Lot 1 on Registered Plan Number 615591** and being the whole of the within land described as **Title Reference 30497198** containing seven hundred and thirty four square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Bernard Charles Steger of
19 Morgan St, WANDAL QLD 4700.

Whereas the sum of Ten Thousand, Six Hundred and Thirty Three Dollars and Zero Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 19 Morgan Street, Wandal in the County of Livingstone, Parish of Rockhampton and described as **Lot 58 on Registered Plan Number 600701 and Lot 59 on Registered Plan Number 600701** and being the whole of the within land described as **Title Reference 30126172** containing eight hundred and forty square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Meredith Lian Lim of
18 Mansfield St, WANDAL QLD 4700.

Whereas the sum of Eleven Thousand, Two Hundred and Eighty Three Dollars and Eighty Five Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 18 Mansfield Street, Wandal in the County of Livingstone, Parish of Rockhampton and described as **Lot 1 on Registered Plan Number 614767** and being the whole of the within land described as **Title Reference 30480110** containing seven hundred and twenty seven square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Bailey Ross Harrison of
1 Hamilton Ave, WANDAL QLD 4700.

Whereas the sum of Thirteen Thousand, Nine Hundred and Thirteen Dollars and Fifty Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 1 Hamilton Avenue, Wandal in the County of Livingstone, Parish of Rockhampton and described as **Lot 33 on Registered Plan Number 606046** and being the whole of the within land described as **Title Reference 30226172** containing seven hundred and thirty nine square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Carmel Watson of
350 George St, DEPOT HILL QLD 4700.

Whereas the sum of Eleven Thousand, Eight Hundred and Forty Five Dollars and Eighty Five Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 350 George Street, Depot Hill in the County of Livingstone, Parish of Rockhampton and described as **Lot 26 on Registered Plan Number 600393** and being the whole of the within land described as **Title Reference 30271002** containing five hundred and six square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Kelvin Peter Entwisle of
5/34 Wagner Rd, CLAYFIELD QLD 4011.

Whereas the sum of Ten Thousand and Sixty Eight Dollars and Fifty Four Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 7 Kate Street, Gracemere in the County of Livingstone, Parish of Gracemere and described as **Lot 88 on Survey Plan Number 209753** and being the whole of the within land described as **Title Reference 50740356** containing six hundred and twenty one square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Shane William Johnson and Terri Lee Johnson of
28 Reigal Drv, GRACEMERE QLD 4702.

Whereas the sum of Nine Thousand, Five Hundred and Sixty Six Dollars and Thirty Eight Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 28 Reigal Drive, Gracemere in the County of Livingstone, Parish of Gracemere and described as **Lot 12 on Registered Plan Number 617687** and being the whole of the within land described as **Title Reference 30570219** containing ten thousand and ten square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Nathan Glen Helberg and Elissa Jayne Helberg of
6 Austin Ave, CURRUMBIN QLD 4223.

Whereas the sum of Nine Thousand, Five Hundred and Seventy Six Dollars and Thirty Five Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 44 Stack Street, Koongal in the County of Livingstone, Parish of Archer and described as **Lot 1 on Registered Plan Number 613684** and being the whole of the within land described as **Title Reference 30459162** containing six hundred and seventy eight square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Robert Alan Wilson of
24 Greens Rd, ALTON DOWNS QLD 4702.

Whereas the sum of Six Thousand, Nine Hundred and Thirty Five Dollars and Fifteen Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 24 Greens Road, Alton Downs in the County of Livingstone, Parish of Nicholson and described as **Lot 282 on Crown Plan Number PL4027** and being the whole of the within land described as **Title Reference 30406195** containing seventy two thousand, eight hundred and forty square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Denis William McGill of
55 Freemans Rd, TOORBUL QLD 4510.

Whereas the sum of Seven Thousand and Eighty Three Dollars and Ninety Seven Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 6 Coronation Drive, Mount Morgan in the County of Raglan, Parish of Calliungal and described as **Lot 113 on Crown Plan Number M3116** and being the whole of the within land described as **Title Reference 18794116** containing nine hundred and ninety nine square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Jill Suzanne Auriac of
6 Adelaide Park Rd, YEPPOON QLD 4703.

Whereas the sum of Four Thousand, Three Hundred and Twenty Seven Dollars and Nineteen Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 14 Coronation Drive, Mount Morgan in the County of Raglan, Parish of Calliungal and described as **Lot 1 on Crown Plan Number MPH31216** and being the whole of the within land described as **Title Reference 18783207** containing one thousand, eight hundred and nine square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Harold Harshman of
PO BOX 7164, GEELONG VIC 3220.

Whereas the sum of Four Thousand, One Hundred and Thirty Three Dollars and Thirty Four Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 5 Lee Street, Mount Morgan in the County of Raglan, Parish of Calliungal and described as **Lots 124, 125, 126 and 127 on Registered Plan Number 601438** and being the whole of the within land described as **Title Reference 30575215 and 30575216** containing four thousand and forty eight square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

Local Government (Finance, Plans and Reporting) Regulations 2010
Chapter 2, Part 12, Division 3

NOTICE OF INTENTION TO SELL LAND FOR OVERDUE RATES

To: Roy Ernest Hadley of
8 Old Bruce Hwy, CARMILA QLD 4739.

Whereas the sum of Three Thousand, Nine Hundred and Thirty Six Dollars and Eighty Seven Cents being the amount of rates and charges (including any interest due and payable in respect thereof), as set out hereunder, due and payable in respect of that piece of land whereof you are the registered proprietor, situated at 77 Sackville Street, Stanwell in the County of Livingstone, Parish of Stanwell and described as **Lot 9 on Crown Plan Number S9417** and being the whole of the within land described as **Title Reference 50067298** containing two thousand and twenty three square metres more or less remains unpaid.

And whereas the Rockhampton Regional Council by resolution on the Twenty Fourth day of July, Two Thousand and Twelve resolved in pursuance to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010* to sell such land. Pursuant to Chapter 2, Part 12, Division 3 of the *Local Government (Finance, Plans and Reporting) Regulations 2010*, this notice serves to give notice that after the expiration of three months from the date hereon and before the expiration of six months from the date hereon, unless all overdue rates and charges, **together with all expenses** incurred by the Council in connection with proposed sale are sooner paid, procedures to sell the land by public auction, will commence.

Dated at Rockhampton this 26th Day of July, 2012.

Chief Executive Officer
Evan Anthony Pardon

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