



# Queensland Government Gazette

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FRIDAY 14 APRIL 2023

## Gazette submission deadlines for Anzac Day Public Holiday – 25 April 2023

APRIL

Mon	Tue	Wed	Thu	Fri
24	25	26	27	28
Appointment notices submitted before 12 noon	<b>ANZAC Day Public Holiday</b>	All other gazette notices submitted before 12 noon		Gazette released Friday morning
Final approvals by close of business		Final approvals by close of business		

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[gazette@chde.qld.gov.au](mailto:gazette@chde.qld.gov.au)







# Queensland Government Gazette

**EXTRAORDINARY**

**PUBLISHED BY AUTHORITY**

ISSN 0155-9370

**VOL. 392]**

**TUESDAY 11 APRIL 2023**

**[No. 61**

*Acquisition of Land Act 1967*  
*State Development and Public Works Organisation Act 1971*

## **TAKING OF LAND NOTICE (No. 1) 2023**

### **Short title**

1. This notice may be cited as the *Taking of Land Notice (No. 1) 2023*.

### **Easements taken**

2. The Easements described in Schedule 1 are taken by the Coordinator-General pursuant to the *State Development and Public Works Organisation Act 1971* for works authorised by the Governor in Council to undertake, for the purpose of the Rookwood Weir Project, and vests in Sunwater Limited.

### **Rights and obligations**

3. That the rights and obligations conferred and imposed by the Easements in Schedule 1 includes the matters set out in Schedule 2.

## **SCHEDULE 1**

An Easement over all of Lot 1711 on Crown Plan PAK4069 contained in Title Reference 30135060. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1711PAK4069\1711 PAK4069 Inundation.dwg – REV.B dated 13 May 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 1857 on Crown Plan PAK4091 contained in Title Reference 30135060. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1857PAK4091\1857 PAK4091 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 75 on Crown Plan PN112 contained in Title Reference 30219034. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\75PN112\75 PN112 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 1 on Survey Plan 166189 contained in Title Reference 50522536. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1SP166189\1 SP166189 Inundation.dwg – REV.B dated 30 June 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 2 on Registered Plan 908640 contained in Title Reference 50157863. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\2RP908640\2 RP908640 Inundation.dwg – REV.B dated 30 June 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 7 on Crown Plan PAK40219 contained in Title Reference 30381124. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\7PAK40219\7PAK 40219 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 77 on Crown Plan PN112 contained in Title Reference 30559123. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\77PN112\77 PN112 Inundation.dwg – REV.B dated 13 May 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 1 on Survey Plan 132038 contained in Title Reference 50329664. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1-3SP132038\1 on SP132038 \1 on SP132038 Inundation.dwg – REV.B dated 29 June 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 2 on Survey Plan 318747 contained in Title Reference 51245109 (previously described as part of Lot 2 on Survey Plan 158491). The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\2SP158491\2 SP158491 Inundation.dwg – REV.B dated 13 May 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 1 on Survey Plan 158491 contained in Title Reference 50441219. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1SP158491\1 SP158491 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 81 on Crown Plan PN111 contained in Title Reference 30604007. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\81PN111\81 PN111 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 1 on Crown Plan PN4 contained in Title Reference 30568129. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\1PN4\1 PN4 Inundation.dwg – REV.B dated 16 March 2021 held in the Office of the Coordinator-General.

An Easement over all of Lot 25 on Crown Plan PN188 contained in Title Reference 30568131. The location of the area impacted by inundation is substantially identified on plan OD13146 Sunwater Rookwood Weir Project\Data Survey\Survey Calcs\Inundation Sketches\25PN188\25 PN188 Inundation REV C.dwg dated 28 October 2021 held in the Office of the Coordinator-General.

## SCHEDULE 2

*State Development and Public Works Organisation Act 1971*  
*Rights and Obligations Under Easement***1. Definitions and Interpretation****1.1 Definitions**

**Acts** means the *Water Act 2000* (Qld) and the *Water Supply (Safety and Reliability) Act 2008* (Qld).

**Approvals** means any approvals, grants, permits, licences, leases, tenure or authorisation (and includes any renewal, extension, replacement modification or amendment of the same) whether granted under the Acts, by an Authority, or otherwise, and includes all environmental and regulatory approvals required for the Operation of the Water Infrastructure including a Designation.

**Authority** includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services, whether statutory or not; and
- (c) any other statutory or government authority, instrumentality or body,

having jurisdiction, rights, powers, duties or responsibilities related to or in respect of the Land or any activities to be carried out on the Land.

**Balance Land** means the balance area of the Land not including the Easement Area.

**Biosecurity Management Plan** means any plan of that name prepared by the Landowner and given to the Easement Holder (as amended from time to time) which relates to biosecurity obligations and land management practices on the Land.

**Business Day** means any day other than:

- (a) a Saturday, Sunday or public holiday in Brisbane or Rockhampton; or
- (b) any day in the period 24 December to 2 January inclusive.

**Claim** includes any and all actions, claims, notices, proceedings, judgments, demands, losses, damages, costs, charges, payments and expenses, however arising, whether present or future, unascertained, immediate, future or contingent and whether at law, in contract or in equity.

**Commercial Vehicles** means industrial equipment, commercial vehicles or tracked equipment with a gross vehicle mass not exceeding 8 tonnes.

**Consequential Loss** means indirect loss, consequential loss, loss of bargain, loss of revenue, loss of profit and loss of opportunity.

**Designation** means any ministerial designation affecting the Easement Area or the Land for community infrastructure (including the Water Infrastructure) made from time to time under the *Planning Act 2016* (Qld).

**Easement** means this document evidencing the rights and obligations of the Landowner and Easement Holder.

**Easement Area** means that part of the Land over which water may be stored and identified as Inundation Areas on the plan(s) as identified on the plans described in Schedule 1 and held in the Office of the Coordinator-General.

**Easement Holder** means Sunwater Limited ACN 131 034 985 and includes its successors in title and where the context permits includes each of the Easement Holder's employees, contractors, subcontractors, agents and other authorised persons of the Easement Holder.

**Fencing and Related Work** means the construction of erosion protection measures, fencing, gates and associated or incidental works which are, in the reasonable opinion of the Easement Holder, required in order to minimise the risks of erosion or other impacts of inundation, or for the safety and protection of persons and livestock.

**Fitzroy River** means the body of water of that name.

**Landowner** means the registered owner of the Land and includes the Landowner's successors in title and where the context permits includes each of the Landowner's employees, contractors, subcontractors, agents and other authorised persons of the Landowner.

**Landowner's Property** means any improvements or other facilities that are located within the Easement Area as at the date of this Easement.

**Land** means the land which contains the Easement Area.

**Operation** means existence, construction, operation and maintenance.

**Prohibited Activities** means those activities identified in Annexure A.

**Prohibited Matter** has the meaning given under the *Biosecurity Act 2014* (Qld).

**Restricted Matter** has the meaning given under the *Biosecurity Act 2014* (Qld).

**Rookwood Weir** means the structure designed to alter the water flow characteristics of the Fitzroy River at approximately 265 kilometres Adopted Middle Thread Distance (AMTD).

**Water Infrastructure** means the Rookwood Weir and includes any permanent, semi-permanent additions, alterations or structures installed or constructed within or adjoining the Fitzroy River which are:

- (a) for the purpose of capturing, storing, supplying, or releasing water; or
- (b) necessarily incidental purposes to the capture, store, supply or release of water, or management and operation of such infrastructure, including any required road and bridge upgrades.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. In the interpretation of this Easement, unless the context otherwise requires:

- (a) Singular includes plural and vice versa;

- (b) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (c) A reference to any party to this Easement or any other agreement or document includes the party's successors and substitutes or assigns.
- (d) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Easement.
- (e) A reference to *writing* includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (f) All *obligations* are taken to be required to be performed duly and punctually.
- (g) *Do* includes do, permit or omit or cause to be done or omitted.
- (h) No rule of *construction of documents* shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.
- (i) A reference to legislation or to a provision of legislation includes a modification, re-enactment of or substitution for it and a regulation or statutory instrument issued under it.
- (j) A reference to *dollars* or *\$* is to Australian currency.
- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (l) Unless stated otherwise, one provision does not limit the effect of another. A reference to *includes* or *including* means *includes, without limitation, or including, without limitation*, respectively.
- (m) If anything is required to be (or may be) done on or by a day that is not a Business Day, it may be done instead on the next Business Day. For example, if a notice can be given by a certain date (*Nominated Date*), and that date is not a Business Day, the notice can be given by the next Business Day after the Nominated Date.
- (n) A reference to an item or thing includes the whole and any part of it.
- (o) If 2 or more persons are named as Landowner, this Easement binds them jointly and severally; and
- (p) Where anything is permitted in an emergency the opinion of the Easement Holder as to the existence or non-existence of an emergency is conclusive.

### 1.3 Severance

If it is held by a court that:

- (a) any part of this Easement is void, voidable, illegal or unenforceable; or

- (b) this Easement is void, illegal or unenforceable unless any part of this Easement is severed from this Easement,

that part will be severed from this Easement unless to do so would change the underlying principal commercial purposes of this Easement.

## **2. Rights and Obligations of Easement Holder**

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### ***2.1 Use and Access Rights***

- (a) The Easement Holder may use the Easement Area for water storage including overland flow and consequent inundation of the Easement Area without notice which results from the Operation of the Water Infrastructure.
- (b) The Easement Holder and all persons authorised by the Easement Holder may at all reasonable times (with or without vehicles, equipment and materials):
- (i) enter upon such parts of the Easement Area as are reasonably necessary for the purposes permitted by clause 2.2; and
  - (ii) access to and from the Easement Area over the Balance Land using the access tracks on the Balance Land from time to time, or the most direct route from an adjoining public road, over such parts of the Easement Area and Balance Land as are reasonably necessary for the purposes permitted by clause 2.2.

### ***2.2 Purposes for Access***

The purposes for which the Easement Holder may access, occupy and use the Easement Area are to:

- (a) assess the integrity, capacity and condition of the Easement Area having regard to the Easement Holder's rights under this Easement;
- (b) clean and maintain, remove waste, contaminated soil, litter and other accumulations from the Easement Area where the same may adversely affect the Operation of the Water Infrastructure or the quality of water stored;
- (c) remove, from within the Easement Area, any buildings or improvements, which could reasonably be expected to adversely affect the Operation of the Water Infrastructure or the quality of water stored;
- (d) carry out any works within the Easement Area which may be required to repair erosion or other impacts of inundation which may adversely affect the Operation of the Water Infrastructure, the Balance Land, or the quality of water stored;
- (e) plant and maintain trees and vegetation reasonably necessary for the prevention or minimisation of erosion or required by the Approvals or any approval relevant to the Operation of the Water Infrastructure;



- (f) subject to the requirements of the Approvals and having obtained any necessary approvals under the *Vegetation Management Act 1999* (Qld) and the *Planning Act 2016* (Qld):
  - (i) mow, slash and poison vegetation along the Easement Area;
  - (ii) clear the Easement Area of trees, undergrowth or vegetation; and
  - (iii) undertake works on the Easement Area in respect of the Water Infrastructure or water storage capacity of the Easement Area;
- (g) temporarily restrict access to the Easement Area if reasonably required for safety purposes;
- (h) construct roads or access tracks within the Easement Area for the purpose of all weather access;
- (i) comply with any requirements of the Approvals;
- (j) assess compliance by the Landowner with this Easement;
- (k) erect any Fencing and Related Works on the Easement Area which may be required, and provide alternative sources of water for livestock if the erected fence or gate restricts any access to water by livestock;
- (l) access to the Easement Area for the Operation of Fencing and Related Work within the Easement Area; and
- (m) do such other works and things on, under or through the Easement Area which are incidental to or ancillary to the exercise of the Easement Holder's rights under this Easement, the Approvals and the Acts.

### ***2.3 Easement Holder's obligations***

In exercising its rights under this Easement, the Easement Holder must act reasonably and:

- (a) use its best endeavours to cause as little inconvenience and disruption as is reasonably practicable to the Landowner's use of the Land (taking into account the impacts of water inundation of the Easement Area or impacts that are inherent in the exercise of the Easement Holder's rights);
- (b) repair any damage it causes to any property on the Balance Land owned by, or under the control of, the Landowner so far as is practicable to its condition prior to the exercise of such rights;
- (c) use existing access roads and tracks whenever possible;
- (d) ensure existing gates are left as found after use;

- (e) use all reasonable precautions to prevent the outbreak or spread of and to control any Prohibited Matter or Restricted Matter on the Land as a result of the Easement Holder's exercise of its rights under this Easement. For the avoidance of doubt, the Easement Holder is under no obligation to control or eradicate any Prohibited Matter or Restricted Matter infestation on the Land which existed prior to the commencement of this Easement;
- (f) where fencing is removed in carrying out any work, provide reasonable alternative measures to prevent livestock straying and on completion either reinstate the fencing or construct a suitable gate;
- (g) take, and ensure all persons authorised by it take, all due care and reasonable precautions so as to prevent death or injury to any person or damage to property of the Landowner;
- (h) comply with the Grantor's reasonable Biosecurity Management Plan requirements;
- (i) not shoot, fish, hunt or light fires on the Land;
- (j) provide a minimum of 5 Business Days' notice to the Landowner of the Easement Holder's intention to access the Land, unless a shorter period of time is agreed with the Landowner. However, the Easement Holder may access the Land in the event of an emergency without prior notice;
- (k) if requested by the Landowner, identify and agree access points and access tracks for the purpose of entering upon the Easement Area; and
- (l) repair access tracks where damages occur as a result of the Easement Holder accessing the Easement Area.

#### ***2.4 Easement Holder's powers***

If the Landowner breaches this Easement, and the Easement Holder has provided the Landowner with notice requiring the breach to be remedied within a reasonable time, and the breach has not been remedied within that time, the Easement Holder may do anything the Easement Holder thinks is reasonably necessary to correct the breach (for example, removing a structure erected on the Easement Area by the Landowner in breach of this Easement).

### **3. Landowner's Obligations**

#### ***3.1 Landowner's acknowledgement***

The Landowner acknowledges and agrees:

- (a) the exercise of its rights as owner of the Easement Area may be adversely affected from time to time by inundation of the Easement Area by water and/or the Operation of the Water Infrastructure and that no objection or Claim will be made by the Landowner; and
- (b) that inundation outside of the Easement Area may occur during flood events.

### 3.2 Landowner's obligations

- (a) If the Easement Area cannot reasonably be accessed directly from a public road, the Easement Holder may access over a route or routes through the Balance Land as may be agreed by the Landowner and Easement Holder, to gain all weather access to and from the Easement Area. The agreement of the Landowner to such a route or routes does not place any obligation whatsoever on the Landowner to construct or maintain such route or routes.
- (b) The Landowner must:
- (i) not construct or allow to be constructed upon the Easement Area any buildings, retaining walls, sheds or other structures except where the Easement Holder has given its prior approval (acting reasonably);
  - (ii) not alter the ground level of the Easement Area, change its topography or cause inundation of the Land by water;
  - (iii) not obstruct or interfere with the exercise of the Easement Holder's rights by the Easement Holder under this Easement;
  - (iv) not do anything that jeopardises or obstructs the safe or efficient operation of, or interferes with the operation, flow or storage of water through or in, the Water Infrastructure;
  - (v) comply with the requirements of the Approvals as identified by the Easement Holder from time to time;
  - (vi) promptly provide its written consent as landowner to any applications for, and otherwise provide all reasonably required assistance relating to, any Approval which the Easement Holder wishes to make;
  - (vii) not grant any right or interest over or in relation to the Easement Area which may:
    - (A) have the effect of conflicting with, restricting or preventing the Easement Holder from exercising any of its rights under this Easement; or
    - (B) adversely affect the carrying out of the Landowner obligations under this Easementexcept where the Easement Holder has given its prior approval, which approval must not be unreasonably withheld;
  - (viii) not do any act or thing that damages or causes damage to the Easement Holder's property;
  - (ix) not cause a nuisance that adversely affects the Easement Holder's rights and powers under this Easement or any works on the Easement Area from time to time;
  - (x) promptly abate any nuisance caused;

- (xi) use the Landowner's best endeavours to prevent any one doing any of the things that the Landowner is required not to do under this Easement and not allow anyone else to do any of those things;
  - (xii) pay for all costs and expenses associated with repair or replacement of the property of the Easement Holder to the extent the Landowner causes or contributes to damage or loss of the property of the Easement Holder;
  - (xiii) take all reasonable precautions to prevent outbreak of fire or Prohibited Matter or Restricted Matter on the Easement Area;
  - (xiv) give notice to the Easement Holder as soon as the Landowner becomes aware of any significant erosion, environmental hazard or order or direction from a relevant authority affecting the Easement Area or Balance Land; and
  - (xv) remove sick, injured or dead livestock from the Easement Area.
- (c) The Landowner is responsible for the breaches of this Easement, wilful or negligent acts or omissions or other default of its agents, tenants, licensees, mortgagees, contractors or other persons granted a right by the Landowner to enter onto, pass through or otherwise occupy the Land. An act or omission of any of those people is treated for the purposes of this Easement as if it was an act or omission of the Landowner personally.

### ***3.3 Activities by the Landowner***

- (a) The Landowner must not without the prior approval of the Easement Holder (which must not be unreasonably withheld):
- (i) install any concrete or bitumen paths or driveways on the Easement Area;
  - (ii) construct any improvements on the Easement Area;
  - (iii) build gardens or landscape using brick, concrete or other permanent materials on the Easement Area;
  - (iv) excavate, drill, dig or alter the surface level of the Easement Area;
  - (v) erect any fence or gate on the Easement Area;
  - (vi) place on or use the Easement Area for the transport or storage of any heavy object, vehicle or thing, other than a Commercial Vehicle that would be reasonably expected to use, cross or access the Easement Area;
  - (vii) plant or cultivate any trees or crops within the Easement Area;
  - (viii) undertake any blade ploughing, deep ripping or other ground penetrating activity in the Easement Area; or
  - (ix) burn any debris or rubbish on or immediately adjacent to the Easement Area.
- (b) Despite clause 3.3(a) and subject to the Landowner otherwise complying with the terms of this Easement, the Landowner may conduct the following activities on the Easement Area without being required to seek the written consent of the Easement Holder, provided the activities are not likely to adversely impact the Easement Area and the Landowner complies with all relevant laws and requirements of Authorities:

- (i) Prohibited Matter or Restricted Matter control and eradication programmes; and
  - (ii) ongoing maintenance of the Easement Area.
- (c) In carrying out any of the activities in clauses 3.3(a) and 3.3(b), the Landowner must not cause or contribute to damage to the property of the Easement Holder.
- (d) The Landowner may continue grazing the Easement Area during periods where the Easement Area is not inundated, provided the grazing is operated and undertaken in accordance with best industry practice, including stock numbers. The Easement Holder may restrict the use of the Easement Area for grazing, if, in the Easement Holder's reasonable opinion, it is necessary to protect water quality.

### **3.4 Landowner's powers**

If the Easement Holder breaches this Easement, and:

- (a) the consequence of the breach is that an immediate threat or danger is posed to stability, security or integrity of any improvements or fixtures owned by the Landowner on the Balance Land; or
- (b) paragraph (a) does not apply, however the Landowner has provided the Easement Holder with notice requiring the breach to be remedied within a reasonable time, and the breach has not been remedied within that time,

the Landowner may do anything the Landowner thinks is reasonably necessary to correct the breach (for example, removing a structure erected on the Land by the Easement Holder in breach of this Easement).

## **4. Prohibited Activities**

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The Landowner must not, and must not allow nor permit any person to, do anything on the Easement Area which causes or contributes to a Prohibited Activity.

## **5. Release**

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- (a) Subject to paragraph (b), the Landowner releases the Easement Holder to the fullest extent permitted by law against any Claim for property damage, injury, death or consequential loss arising directly or indirectly from or in connection with or in relation to the exercise of the Easement Holder's rights or anything done by the Easement Holder on the Easement Area, except to the extent the Claim is caused or contributed to by the Easement Holder's breach of this Easement or any negligent or deliberate act or omission of the Easement Holder.
  - (b) Despite any other provision of this Easement, the Landowner releases the Easement Holder from any Claim whatsoever arising directly or indirectly from or in connection with or in relation to:
    - (i) the inundation of water, or the flow or overflow of water, in, over, on or through the Easement Area;

- (ii) any damage to the Landowner's Property or any other property of the Landowner situated on the Easement Area from time to time caused by the inundation of water, or the flow or overflow of water, in, over, on or through the Easement Area; or
  - (iii) the existence of, or the operation or use of the Water Infrastructure by the Easement Holder,
- whether or not such Claim arises from the negligence, default, wrongful act or breach of law of the Easement Holder

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## 6. Mining or petroleum tenement

The Landowner must give the Easement Holder a copy of any notification received by the Landowner in respect of any application for a mining or petroleum or other resource tenement under the *Mineral Resources Act 1989* (Qld), the *Petroleum Act 1923* (Qld), the *Petroleum and Gas (Production and Safety) Act 2004* (Qld), the *Geothermal Energy Act 2010* (Qld), the *Greenhouse Gas Storage Act 2009* (Qld) or any similar or replacement legislation, in respect of land which includes all or any part of the Easement Area, within 7 days after the Landowner receives such notification.

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## 7. Limitation of Liability

Despite any other provision of this Easement, neither party is liable to the other for any Consequential Loss however caused (including by a party's negligence), that is suffered or incurred by any of them in connection with this Easement.

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## 8. Removal of Assets Upon Termination of Easement

- (a) Upon termination of this Easement, the Easement Holder:
  - (i) is to ensure the Easement Area is left in a safe and stable condition (*rehabilitation*); and
  - (ii) will unless directed by the Landowner otherwise, at its own cost and expense, remove all of the Easement Holder's infrastructure or property from the Easement Area.

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## 9. Sale by Landowner

In the event of sale or transfer of the Land by the Landowner, the Landowner must procure its buyer to enter into a deed on terms reasonably required by the Easement Holder whereby the buyer covenants in favour of the Easement Holder to be bound by the provisions of this Easement.

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**10. Surrender**

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- (a) The Easement Holder may by notice to the Landowner (*Surrender Notice*) require a surrender of this Easement, which notice encloses a Form 10 Surrender (or such form that replaces it) which has been appropriately completed and signed by the Easement Holder.
- (b) Upon receipt of the Surrender Notice, the Landowner must promptly, and within 20 Business Days of receipt execute and return the documents enclosed with the Surrender Notice to the Easement Holder.
- (c) The date for the surrender to take effect will be the date nominated in the Surrender Notice or such other date agreed between the parties (*Surrender Date*).
- (d) The Easement Holder must:
  - (i) surrender the Easement Area to the Landowner on and from the Surrender Date;
  - (ii) obtain all Approvals and comply with all laws in connection with the surrender of this Easement, including in relation to the registration of the surrender with the Queensland Land Registry;
  - (iii) prepare at its cost all documents to effect the surrender, and pay all of the costs incurred by the Landowner in connection with reviewing and signing those documents, including the preparation, execution and registration with the Queensland Land Registry of a surrender of this Easement and associated survey plans; and
  - (iv) perform all obligations imposed on the Easement Holder under this Easement with respect to the Easement Area up to and including the Surrender Date.
- (e) The Landowner must sign all documents that are reasonably required to effect the surrender of this Easement contemplated by this clause 10, must obtain the consent of any person holding an interest in the Land that is required in connection with the surrender and provide all reasonable assistance to the Easement Holder to effect the surrender.
- (f) No compensation is payable by a party to the other in circumstances of a surrender under this clause 10.

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**11. Dispute Resolution**

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- (a) If a party becomes aware of a dispute arising between the parties under the terms of this Easement, the party alleging the dispute will give written notice to the other party setting out the nature of the dispute (*Notice of Dispute*).
- (b) Upon receipt of a Notice of Dispute, the parties agree, before issuing any court proceeding, to negotiate with each other in good faith to achieve a resolution of the dispute.

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## 12. GST

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### 12.1 *Interpretation*

- (a) In this clause:

**GST** means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charges.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

- (b) Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

### 12.2 *Recipient of supply to pay GST*

- (a) Except where this Easement specifies otherwise, an amount payable by a party under this Easement in respect of a taxable supply by the other party represents the value of the supply exclusive of GST.
- (b) The recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the amount of GST payable in respect of the supply.

### 12.3 *Reimbursement of expenses*

If this Easement requires a party to pay for, reimburse or indemnify against any expense or liability (**reimbursable expense**) incurred by the other party (**payee**) to a third party, the amount to be paid, reimbursed or indemnified is the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense (**net amount**).

### 12.4 *Supplier to provide tax invoice*

- (a) The party receiving payment for a taxable supply must, when required by the GST Law, present to the payer of that payment a tax invoice for that taxable supply.
- (b) A party is not obliged, under clause 12.2, to pay an amount for GST in respect of a taxable supply to it, until given a valid tax invoice for the supply.

## 13. General

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### 13.1 *Must be in Writing*

All notices required by this Easement must be in writing.

### 13.2 *Methods of Service*

- (a) Any notices to the Landowner must be delivered or posted to its address as set out below:
- (i) Landowner Address –
- (A) if the Landowner is a corporation – to the registered address of the corporation; or



- (B) if the Landowner is an entity other than a corporation - to the address last known to the Easement Holder
- (b) Any notice by the Landowner to the Easement Holder may be served on the Easement Holder by delivering or posting it to its address in this Easement (or subsequent address notified by the Easement Holder to the Landowner).
- (i) Easement Holder Address – Green Square North, Level 9, 515 St Pauls Terrace, Fortitude Valley QLD 4006 or PO Box 15536, City East QLD 4002
- (c) Notices cannot be served by email, without the prior written consent of the recipient. Any notice given by email, without such consent, will be invalid.
- (d) The following provisions apply in relation to service by post:
- (i) any notice sent by post must be sent by registered mail; and
- (ii) any notice sent by post is conclusively deemed to have been given on the fifth Business Day after the date of posting;
- (e) Notices given in accordance with paragraphs (a) to (d) will be treated as having been conclusively served.

### **13.3** *Validity of Notices*

Any notice by a party will be valid if it is signed by any delegate, director, secretary, attorney or authorised officer of the relevant party, or by the party's solicitors.

### **13.4** *Costs*

- (a) The Easement Holder will pay the costs of registration of this Easement.
- (b) The Easement Holder must pay any stamp duty on the Easement.

## **Annexure A – Prohibited Activities**

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### ***Fertilisers***

Applying to pasture or treating soil with any chemical or fertilizer other than one used in accordance with sound industry practice and being either:

- (a) excreta produced by domestic farm animals (other than in commercial quantities); or
- (b) chemicals or fertilisers which may lawfully be used.

### ***Noxious weed control***

Applying any herbicide, pesticide or chemical to eradicate noxious weeds, plants or any other Prohibited Matter or Restricted Matter other than in accordance with a Biosecurity Management Plan, sound industry practice and any legal requirements, Approval conditions and manufacturer's instructions.

***Controlling feral animals***

Setting baits with any poison or toxic substance or chemical to eradicate any feral animals or other animals other than in accordance with a Biosecurity Management Plan, sound industry practice and any legal requirements, Approval conditions and manufacturer's instructions.

***Treating livestock***

Dipping livestock or open-pen spraying of livestock.

***Vegetation***

Burning off vegetation other than in accordance with an authority issued by the local fire board.  
Ringbarking, cutting or removing any timber (other than to create necessary fire breaks).

***Buildings and improvements***

Constructing buildings or other improvements (except fencing). Making additions or alterations to buildings or other improvements.

Constructing or altering fences other than fencing designed to protect livestock grazing areas, including but not limited to:

- (a) temporary seasonal or permanent subdivisional fencing;
- (b) fencing off water access points; or
- (c) boundary fencing.

***Other activities***

Breach of any Biosecurity Management Plan.

Quarrying, mining or excavating. Removing or dealing with stone, gravel, sand or other material. Any industrial activity.

Intensive animal husbandry.

Other use as determined by the Easement Holder to be inconsistent with the safe and efficient use of the Water Infrastructure.

(SCHEDULE ENDS).

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**ENDNOTES**

1. Made by the Governor in Council on 6 April 2023.
2. Published in the Gazette on 11 April 2023.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of State Development, Infrastructure, Local Government and Planning.

[417]



# Queensland Government Gazette

**EXTRAORDINARY**

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**VOL. 392]**

**THURSDAY 13 APRIL 2023**

**[No. 62**

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*State Development and Public Works Organisation Act 1971*

**EXTENSION OF A PRESCRIBED PROJECT DECLARATION**

I, Steven Miles, appointed as the Deputy Premier, Minister for State Development, Infrastructure, Local Government and Planning and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure, do hereby extend the time when the prescribed project declaration for the Guthalungra Aquaculture project ends until 23 April 2025 pursuant to section 76F of the *State Development and Public Works Organisation Act 1971*.

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# Queensland Government Gazette

## RESOURCES

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**FRIDAY 14 APRIL 2023**

**[No. 63**

*Place Names Act 1994*  
**PLACE NAME DECISION NOTICE (No 03) 2023**

**Short title**

1. This notice may be cited as *Place Name Decision Notice (No 03) 2023*.

**Notice of Place Name Decision [s.11 of the Act]**

2. Notice is given that **Scott Stewart MP**, Minister for Resources has made a decision to name the places and alter the boundaries of the places set out in the Schedule.

**SCHEDULE**

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Decision
			Lat. S.	Long. E.		
Lilywood	Locality	Moreton Bay Regional	27°06'06"	152°53'55"	QPN1415	New name
Wagtail Grove	Locality	Moreton Bay Regional	27°06'18"	152°52'51"	QPN1415	New name
Greenstone	Locality	Moreton Bay Regional	27°06'38"	152°52'10"	QPN1415	New name
Corymbia	Locality	Moreton Bay Regional	27°05'41"	152°52'00"	QPN1415	New name
Waraba	Locality	Moreton Bay Regional	27°05'12"	152°52'42"	QPN1415	New name
Wamuran	Locality	Moreton Bay Regional	27°02'31"	152°51'49"	QPN1415	Bdy alteration
Bellmere	Locality	Moreton Bay Regional	27°04'36"	152°53'58"	QPN1415	Bdy alteration
Rocksberg	Locality	Moreton Bay Regional	27°06'45"	152°50'34"	QPN1415	Bdy alteration
Upper Caboolture	Locality	Moreton Bay Regional	27°07'04"	152°53'58"	QPN1415	Bdy alteration

**ENDNOTES**

1. Published in the Gazette on 14 April 2023.
2. The decisions shall take effect from 14 April 2023.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Resources.
5. Datum of Co-ordinates:- Geocentric Datum of Australia 2020.

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# Queensland Government Gazette

## TRANSPORT AND MAIN ROADS

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**FRIDAY 14 APRIL 2023**

**[No. 64**

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

### **TAKING OF LAND NOTICE (No. 3605) 2023**

#### **Short title**

1. This notice may be cited as the *Taking of Land Notice (No. 3605) 2023*.

#### **Land to be taken [s.9(6) of the *Acquisition of Land Act 1967*]**

2. The land described in the Schedule is taken for the purpose of transport, in particular, railway purposes 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**

##### **Land Taken**

An area of 842 square metres being the whole of Lot 119 on RP109759 contained in Title Reference: 13921184.

An area of 845 square metres being the whole of Lot 1 on RP109759 contained in Title Reference: 13921151.

An area of 845 square metres being the whole of Lot 2 on RP109759 contained in Title Reference: 13921152.

An area of 832 square metres being the whole of Lot 5 on RP116259 contained in Title Reference: 14173106.

An area of 830 square metres being the whole of Lot 6 on RP116259 contained in Title Reference: 14173107.

An area of 837 square metres being the whole of Lot 7 on RP116259 contained in Title Reference: 14173108.

As shown approximately on Plan R1-2223 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Logan City  
Logan and Gold Coast Faster Rail Project  
Loganlea Station Relocation and Park 'n' Ride Expansion Project  
495/10792; 11356, 11357, 11358, 11359, 11360 and 11346

#### **ENDNOTES**

1. Made by the Governor in Council on 6 April 2023.
2. Published in the Gazette on 14 April 2023.
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*

**TAKING OF LAND NOTICE (No. 3606) 2023**

**Short title**

1. This notice may be cited as the *Taking of Land Notice (No. 3606) 2023*.

**Land to be taken [s.9(6) of the *Acquisition of Land Act 1967*]**

2. The land described in the Schedule is taken for the purpose of transport, in particular, railway purposes and a purpose incidental to the purpose of transport (rail), namely road purposes 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**

**Land Taken**

An area of 807 square metres being the whole of Lot 113 on RP105409 contained in Title Reference: 13793135.

An area of 799 square metres being the whole of Lot 34 on RP109759 contained in Title Reference: 13921154.

An area of 799 square metres being the whole of Lot 33 on RP116259 contained in Title Reference: 14173134.

As shown approximately on Plans R1-2224 and R1-2227 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Logan City  
Logan and Gold Coast Faster Rail Project  
Loganlea Station Relocation and Park 'n' Ride Expansion Project  
495/10792; 11361, 11317 and 11363

ENDNOTES

1. Made by the Governor in Council on 6 April 2023.
2. Published in the Gazette on 14 April 2023.
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*

**TAKING OF EASEMENT INTERESTS IN LAND NOTICE (No. 3607) 2023**

**Short title**

1. This notice may be cited as the *Taking of Easement Interests in Land Notice (No. 3607) 2023*.

**Easement Interests in Land to be taken [s.9(6) of the *Acquisition of Land Act 1967*]**

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

**SCHEDULE**

**Easement Interests in Land Taken**

An area of 117 square metres being the whole of Easement B on SP244009 (Easement in Gross No. 714448179) over Lot 3 on RP109759 contained in Title Reference: 13921153.

An area of 116 square metres being the whole of Easement A on SP116259 {Easement in Gross No. 601662794 (D565030)} over Lot 4 on RP116259 contained in Title Reference: 14173105.

An area of 114 square metres being the whole of Easement B on RP116259 {Easement in Gross No. 601897550 (D565031)} over Lot 8 on RP116259 contained in Title Reference: 14173109.

As shown approximately on Plan R1-2223 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.



Logan City  
Logan and Gold Coast Faster Rail Project  
Loganlea Station Relocation and Park 'n' Ride Expansion Project  
495/10792; 10801(A), 10885(A) and 11233

## ENDNOTES

1. Made by the Governor in Council on 6 April 2023.
2. Published in the Gazette on 14 April 2023.
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. 3615) 2023

## Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 3615) 2023*

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

2. Schedule to the Taking of Land Notice (No. 3542) 2022 dated 21 July 2022 and published in the Gazette of 29 July 2022 at page 429 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. 3542) 2022 dated 21 July 2022 and published in the Gazette of 29 July 2022 at page 429 relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - "An area of about 2635 square metres being part of Lot 1 on RP191576 contained in Title Reference: 16510018.

As shown approximately on Plan R1-2214 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Logan City  
Beenleigh - Redland Bay Road  
Riedel Intersection Upgrade  
495/11045"

Insert - "An area of 2638 square metres being Lot 10 on SP331250 (being a plan to be registered in Titles Queensland), being part of the land contained in Title Reference: 16510018.

Logan City  
Beenleigh - Redland Bay Road  
Riedel Intersection Upgrade  
495/11045"

## ENDNOTES

1. Made by Director (Property) on 4 April 2023, pursuant to delegation for Minister for Transport and Main Roads under section 36B of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 14 April 2023.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.





# Queensland Government Gazette

## GENERAL

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**VOL. 392]**

**FRIDAY 14 APRIL 2023**

**[No. 65**

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Public Sector Commission  
Brisbane, 13 April 2023

Her Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of sections 170 and 175 of the *Public Sector Act 2022*, has approved the appointment of Rachel Hunter as a Chief Executive, Brisbane, CEO, for a term of three years from the date of gazettal.

ANNASTACIA PALASZCZUK MP  
PREMIER AND MINISTER FOR THE  
OLYMPIC AND PARALYMPIC GAMES

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Public Sector Commission  
Brisbane, 13 April 2023

I, Annastacia Palaszczuk MP, Premier and Minister for the Olympic and Paralympic Games under the authority granted to me by section 171 of the *Public Sector Act 2022*, do hereby appoint Rachel Hunter as the Director-General, Department of the Premier and Cabinet for a term of three years from the date of gazettal.

ANNASTACIA PALASZCZUK MP  
PREMIER AND MINISTER FOR THE  
OLYMPIC AND PARALYMPIC GAMES

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Department of State Development, Infrastructure,  
Local Government and Planning  
Brisbane 14 April 2023

Pursuant to section 117 of the *Local Government Act 2009*, I extend the appointment of Mr Gary Stevenson of Stevenson Consulting as advisor to Scenic Rim Regional Council from 5 May 2023 to 9 June 2023.

Mike Kaiser  
Director-General  
Department of State Development, Infrastructure,  
Local Government and Planning

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## NOTIFICATION OF THE FILING OF ADVERTISED VACANCIES

The following appointments to various positions have been made in accordance with the provisions of the *Public Sector Act 2022*.

## NOTIFICATION OF THE FILLING OF APPOINTMENTS PART I

A public sector employee, employed on a permanent basis by a public sector entity, who wishes to appeal against a promotion listed in Part I must give a written Appeal Notice within 21 days following gazettal of the promotion to –

Industrial Registrar

Industrial Registry

Email: [qirc.registry@qirc.qld.gov.au](mailto:qirc.registry@qirc.qld.gov.au)

Web Address: [www.qirc.qld.gov.au](http://www.qirc.qld.gov.au) for Appeal Notice

For general enquiries prior to lodgement of an appeal:

Contact Industrial Registry on 1300 592 987 or email [QIRC.registry@qirc.qld.gov.au](mailto:QIRC.registry@qirc.qld.gov.au)

### APPOINTMENT PART I – APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
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#### DEPARTMENT OF AGRICULTURE AND FISHERIES

473091/23	Principal Content Designer (Web), Communications and Engagement, Corporate, Brisbane City (AO7)	Date of duty	March, Rikki	Senior Digital Communication Officer, Communication, Portfolio Strategy, Corporate and Portfolio Strategy, Department of Energy and Public Works, Brisbane (AO6)
# 465770/23	Principal Project Officer – Cultural Heritage, Forest Products, Forestry, Fisheries and Forestry, Brisbane (AO7)	Date of duty	Antony, Gina	Senior Project Officer, Indigenous Land Operations, Native Title and Indigenous Land Services, Lands, Department of Resources, Brisbane (AO6)

# Location advertised as Brisbane – negotiable.

#### DEPARTMENT OF COMMUNITIES, HOUSING AND DIGITAL ECONOMY

* 465486/23	Principal Cloud Specialist, Cloud Services, CITEC, Transformation and Enabling Technologies, Queensland Government Customer and Digital Group, Brisbane (AO7)	Date of duty	Tsen, Philip	Information Technology Support Consultant, Cloud Services, CITEC, Transformation and Enabling Technologies, Queensland Government Customer and Digital Group, Brisbane (AO6)
467344/23	Principal Program Officer, Programs, Strategy Policy and Programs, Housing and Homelessness Services, Brisbane (AO7)	Date of duty	Vaughan, Richard	Senior Housing Officer, Brisbane Region, Service Delivery, Housing and Homelessness Services, Brisbane (AO4)

\* Location advertised as flexible in Brisbane.

#### DEPARTMENT OF EDUCATION

MER 474316/23T	Administration Officer, Woodcrest State College, Metropolitan Region, Early Childhood and State Schools Division, Springfield (AO3)	Date of duty	Harrison, Ashleigh Anne	Administrative Officer, Woodcrest State College, Metropolitan Region, Early Childhood and State Schools Division, Springfield (AO2)
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**APPOINTMENT PART I – APPEALABLE**


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Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
CQR 441278/22P	Computer Systems Technician, State Wide Information and Communication Technology Services Delivery, Information and Technologies Branch, People, Information and Communication Services Division, Gladstone (TO4)	03-01-2023	Henderson, Shaun Travis	Senior Computer Assistant, Kepnock State High School, North Coast Region, Early Childhood and State Schools Division, Kepnock (OO4)
NCR 434302/22P	Psychologist, North Coast Region, Early Childhood and State Schools Division, Meridan Plains (HP3)	16-01-2023	Thomas, Aimee Rebecca	Provisional Psychologist, Queensland Corrective Services, Woodford (PO3)
CO 469366/23P	Senior Infrastructure Support Officer, Portfolio Planning Unit, Services and Infrastructure Planning Branch, Infrastructure Services Division, Brisbane (AO4)	27-03-2023	Raveenthiran, Gayathiri	Facilities Officer, Portfolio Investment Unit, Services and Infrastructure Planning Branch, Infrastructure Services Division, Brisbane (AO3)
CO 471033/23P	Senior Correspondence Officer, Office of the Assistant Director-General, Services and Infrastructure Planning Branch, Infrastructure Services Division, Brisbane (AO6)	03-04-2023	Markey, Jessica May	Executive Correspondence Officer, Ministerial and Executive Services Unit, Office of the Director-General, Brisbane (AO4)
CO 471033/23P	Senior Correspondence Officer, Office of the Assistant Director-General, Services and Infrastructure Planning Branch, Infrastructure Services Division, Brisbane (AO6)	03-04-2023	Hillsdon, Alexandra Claire	Senior Correspondence Officer, Regional Operations South East Region and Metropolitan Region, Infrastructure Delivery and Operations Branch, Infrastructure Services Division, Brisbane (AO5)
CO 465837/23P	Executive Officer, Office of the Executive Director, Portfolio Investment and Performance, Services and Infrastructure Planning Branch, Infrastructure Services Division, Brisbane (AO5)	06-03-2023	Matthews, Elizabeth Kilpatrick	Executive Services Officer, Workforce Strategy and Planning Unit, People Branch, People, Information and Communication Services Division, Brisbane (AO5)
NCR 468729/23P	Head of Department – English, Hervey Bay State High School, North Coast Region (H01)	17-04-2023	Miller, Rebecca Leanne	Teacher, Urangan State High School, North Coast Region (TCH)

**DEPARTMENT OF ENERGY AND PUBLIC WORKS**

465557/23	Foreperson, South West Region, Regional Operations, QBuild, Toowoomba (FP03)	Date of duty	Utumapu, James	Carpenter, QBuild, Toowoomba (LV08)
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**DEPARTMENT OF ENVIRONMENT AND SCIENCE**

# 457863/22	Project Officer, Park Services, Management and Operations, Queensland Parks and Wildlife Service and Partnerships, Brisbane (AO4)	Date of duty	Morrison, Amanda	Client Services Officer, Customer Services, Customer and Business Services, Agriculture, Department of Agriculture and Fisheries, Brisbane (AO2)
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**APPOINTMENT PART I – APPEALABLE**


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Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
# 456789/22	Principal Project Officer, Office of the Deputy Director-General, Environmental Services and Regulation, Brisbane (AO7)	Date of duty	Baptista, Antonio	Principal Inspector (Industrial), Brisbane, Sunshine Coast and Wide Bay Region, Workplace Health and Safety Compliance and Field Services, Office of Industrial Relations, Department of Education, Brendale (EA06)
465273/23	Principal Environmental Officer, South West Compliance, Energy Extractive and Southwest Compliance, Environmental Services and Regulation, Toowoomba (PO5)	Date of duty	Webber, Lindsay	Team Leader, South West Compliance, Energy Extractive and Southwest Compliance, Environmental Services and Regulation, Toowoomba (AO6)
473655/23	Administration Officer, Southern Parks and Forests Regional Operations, Management and Operations, Queensland Parks and Wildlife Service and Partnership, Maryborough (AO3)	Date of duty	Haywood, Caitlin	Administrative Officer, Maryborough Correctional Centre, Custodial Operations, Statewide Operations, Maryborough (AO2)

# Advertised as flexible.

**DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL**

457885/22	Court Services Officer, Magistrates Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO3)	Date of duty	Aitchison, India	Administrative Officer, Magistrates Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO2)
463948/23	Learning and Development Officer, Reform and Support Services, Queensland Courts Service, Justice Services, Brisbane (AO5)	Date of duty	Dundas-Taylor, Eloise	Deputy Registrar, Supreme District and Land Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO4)
464033/23	Business Services Officer – Registration Services, Industry Licensing and Registrations, Office of Fair Trading, Liquor Gaming and Fair Trading, Brisbane (AO3)	Date of duty	Starkey, Kirk	Administrative Officer, Industry Licensing and Registrations, Office of Fair Trading, Liquor Gaming and Fair Trading, Brisbane (AO2)
466842/23	Senior Registrar, Magistrates Courts Service, Queensland Courts Service, Justice Services, Rockhampton (AO7)	Date of duty	Graham, Amanda	Procedures Officer, Reform and Support Services, Queensland Courts Service, Justice Services, Brisbane (AO5)
469944/23	Principal Court Facilities Coordinator, Magistrates Courts Service, Queensland Courts Service, Justice Services, Brisbane (AO7)	Date of duty	Lewin, Ian	Registrar, Magistrates Courts Service, Queensland Courts Service, Justice Services, Sandgate (AO6)
465544/23	Court Services Officer, Magistrates Courts Service, Queensland Courts Service, Justice Services, Cairns (AO3)	Date of duty	Georgouras, Marla	Administrative Officer, Magistrates Courts Service, Queensland Courts Service, Justice Services, Cairns (AO2)

**QUEENSLAND FIRE AND EMERGENCY SERVICES**

QFES 18339/23	Regional Fire Communications Manager, Communications Centre, Brisbane Region, Readiness and Response Service, Brisbane Employment Location (FCOM3)	Date of duty	James, Adam	Communications Supervisor, Communications Centre, Brisbane Region, Readiness and Response Service, Kedron (FCOM2)
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**APPOINTMENT PART I – APPEALABLE**


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Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
QFES 17225/22	Public Information Officer, Public Information and Warnings, Emergency Management and Community Capability, Capability and State Services, Kedron (AO5)	Date of duty	Kerr, Jennifer	Public Information Support Officer, Public Information and Warnings, Emergency Management and Community Capability, Capability and State Services, Kedron (AO4)

**QUEENSLAND TREASURY**

467611/23	Treasury Analyst, Industry Policy, Industry Investment and Commercial, Brisbane (AO5)	Date of duty	Sayle, Ashley	Treasury Analyst, Industry Policy, Industry Investment and Commercial, Brisbane (AO4)
# 468538/23	Senior Enforcement Officer, Collections, Operations and Enforcement, Queensland Revenue Office, Ipswich (AO5)	Date of duty	Thompson, Alexander	Service Officer, Collections, Operations and Enforcement, Queensland Revenue Office, Ipswich (AO3)

# Advertised as multiple locations in Brisbane and Ipswich.

**DEPARTMENT OF RESOURCES**

# 458275/22	Principal Mining Registrar, Coal Assessment Hub, Minerals and Coal, Georesources, Townsville (AO7)	Date of duty	Byron, Kayte	Senior Land Officer, Land Services A, Land and Surveying Services, Lands, Townsville (AO6)
# 458275/22	Principal Mining Registrar, Coal Assessment Hub, Minerals and Coal, Georesources, Parkhurst (AO7)	Date of duty	Dobinson, Kelly	Senior Mining Registrar, Coal Assessment Hub, Minerals and Coal, Georesources, Parkhurst (AO6)
# 458275/22	Principal Mining Registrar, Coal Assessment Hub, Minerals and Coal, Georesources, Parkhurst (AO7)	Date of duty	Toon, Deborah	Senior Mining Registrar, Coal Assessment Hub, Minerals and Coal, Georesources, Parkhurst (AO6)
# 467124/23	Senior Land Officer, Indigenous Land Operations, Native Title and Indigenous Land Services, Lands, Toowoomba (AO5)	Date of duty	Samuels, Renee	Project Officer, Native Title and Indigenous Land Services, Lands, Brisbane (AO4)
# 467124/23	Senior Land Officer, Indigenous Land Operations, Native Title and Indigenous Land Services, Lands, Rockhampton (AO5)	Date of duty	Sorensen, Neil	Land Officer, Indigenous Land Operations, Native Title and Indigenous Land Services, Lands, Rockhampton (AO4)
468687/23	Knowledge Management Officer, Financial Accounting and Operations, Finance and Corporate Operations, Business and Corporate Partnership, Brisbane (AO5)	Date of duty	Doyle, Danny	Business Support Partner, Indigenous Land Operation, Native Title and Indigenous Land Services, Lands, Beenleigh (AO4)
# 462470/22	Senior Land Officer, Major Projects, Land Services B, Land and Surveying Services, Lands, Townsville (AO5)	Date of duty	Stremouchiw, Nicole	Land Officer, Major Projects, Land Services A, Land and Surveying Services, Lands, Townsville (AO3)
* 468788/23	Project Officer Assessment, Mineral Assessment Hub, Minerals and Coal, Georesources, Rockhampton Parkhurst (AO4)	Date of duty	Scobie, Tegan	Project Officer, Coal Assessment Hub, Minerals and Coal, Georesources, Rockhampton Parkhurst (AO3)
* 468788/23	Project Officer Assessment, Mineral Assessment Hub, Minerals and Coal, Georesources, Townsville (AO4)	Date of duty	McLachlan, Nadean	Project Officer, Mineral Assessment Hub, Minerals and Coal, Georesources, Townsville (AO3)

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**APPOINTMENT PART I – APPEALABLE**


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Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
^ 449661/22	Project Officer, Natural Resource Management and Compliance, Natural Resource Operations, Lands, Rockhampton (AO5)	Date of duty	Long, Sonja	Natural Resource Officer, Natural Resource Management and Compliance, Natural Resource Operations, Lands, Townsville (AO4)
% 465104/23	Land Management Officer, Natural Resource Management and Compliance, Natural Resource Operations, Lands, Mackay (AO4)	Date of duty	Koch, Timothy	Operational Officer, Natural Resource Management and Compliance, Natural Resource Operations, Lands, Mackay (OO5)
470114/23	Manager, Health, Safety and Wellbeing, Office of the Deputy Director-General, Brisbane (AO8)	Date of duty	Mugford, Rhonda	Principal Advisor (Workplace Health and Safety), Workforce Operations, Human Resources, Business and Corporate Partnership, Brisbane (AO7)

# Advertised as flexible.

\* Advertised as Rockhampton or Townsville.

^ Advertised as preferred locations include Beenleigh, Maryborough, Rockhampton, Mackay, Townsville and Cairns.

% Advertised as Rockhampton or Mackay.

**DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS**

435417/22	Team Leader, Rockhampton Accommodation Support and Respite Services, Northern Accommodation Support and Respite Services, Disability Accommodation Respite and Forensic Services, Rockhampton (AO6)	Date of duty	Jahnke, Joshua	Residential Care Officer, Rockhampton Accommodation Support and Respite Services, Northern Accommodation Support and Respite Services, Disability Accommodation Respite and Forensic Services, Rockhampton (SOO4)
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**DEPARTMENT OF TOURISM, INNOVATION AND SPORT**

469407/23	Departmental Liaison Officer, Cabinet Legislation and Liaison Office and Ministerial Correspondence, Ministerial and Executive Services, Corporate, Brisbane (AO5)	Date of duty	Mackie, Kyra	Administration and Reception Officer, Executive Services, Office of the Director-General, Policy Portfolio and Government Services, Brisbane (AO3)
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**DEPARTMENT OF TRANSPORT AND MAIN ROADS**

461890/22	Manager (People Capability and Improvement), People Capability and Improvement, Office of the Deputy Director-General, TransLink, Brisbane (AO8)	Date of duty	Warnick, Leah	Senior Project Manager (Future Workforce), Infrastructure Management and Delivery, Brisbane (AO7)
467185/23	Senior Advisor (Contracts), Passenger Transport Contracts, Passenger Transport Services, TransLink, Brisbane (AO6)	Date of duty	Lubbock, Bronwyn	Advisor (Contracts), Passenger Transport Contracts, Passenger Transport Services, TransLink, Brisbane (AO5)
467185/23	Senior Advisor (Contracts), Passenger Transport Contracts, Passenger Transport Services, TransLink, Brisbane (AO6)	Date of duty	Macpherson, Amy	Advisor (Contracts), Passenger Transport Services, TransLink, Brisbane (AO5)
465771/23	Senior Advisor (Freight and Livestock Contracts), Rail Program and Contracts, Strategic Rail, TransLink, Brisbane (AO6)	Date of duty	Dyason, Abel	Advisor (Finance), Finance and Performance, Passenger Transport Integration, TransLink, Brisbane (AO5)



**APPOINTMENT PART I – APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
473061/23	Senior Planner (Passenger Transport Planning), Transport Planning Projects, Transport Strategy and Planning, Policy Planning and Investment, Brisbane (A05)	Date of duty	Norman, Elise	Planner, Cycling and Walking, Statewide Transport Planning Management, Transport Strategy and Planning, Policy and Planning and Investment, Brisbane (A04)

**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
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**DEPARTMENT OF EDUCATION**

CO 467259/23P	Director, Office of the Deputy Director-General, Policy, Performance, International and Intergovernmental Division, Brisbane (SO)	Date of duty	Gould, Kristine
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**DEPARTMENT OF ENERGY AND PUBLIC WORKS**

* 464488/23	Executive Director Strategic Communication and Engagement, Communication, Portfolio Strategy, Corporate and Portfolio Strategy, Brisbane (SES2H)	Date of duty	Beck, Hayley
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\* Contract for three (3) years.

**DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL**

* 469263/23	Director, Courts Finance and Procurement, Reform and Support Services, Queensland Courts Service, Justice Services, Brisbane (SO)	Date of duty	Lu, Zhi Jian
** 463910/23	Regional Director, Magistrates Courts Service, Queensland Courts Service, Justice Services, Beenleigh (SO)	Date of duty	Schnierer, Amber

\* Temporary – for six (6) months (with possibility for extension).

\*\* Location advertised as various locations.

**DEPARTMENT OF THE PREMIER AND CABINET**

* 461555/22	Executive Director, Intergovernmental Relations, Cabinet and Intergovernmental Relations, The Cabinet Office, Brisbane (SES2H)	Date of duty	Parker, Michelle
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\* Contract five (5) years.

**DEPARTMENT OF REGIONAL DEVELOPMENT, MANUFACTURING AND WATER**

* 468456	Director Water Monitoring and Compliance, Water Monitoring and Compliance, South Region, Water Resource Management, Townsville (SO)	Date of duty	Wake, Christopher
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\* Flexible work locations in Queensland will be considered in Department of Regional Development, Manufacturing and Water offices with accommodation availability.

**APPOINTMENTS PART II – NON-APPEALABLE**

Reference Number	Vacancy	Date of Appointment	Name of Appointee
<b>DEPARTMENT OF TRANSPORT AND MAIN ROADS</b>			
462273/22	Director (Ticketing and Technology Contracts), TransLink Ticketing, Passenger Transport Strategy and Technology, TransLink, Brisbane (SO)	Date of duty	Bell, Jennelle
* 422622/22	Deputy Director-General, Policy Planning and Investment, Brisbane (SES4)	Date of duty	Mahon, Andrew William

\* Contract for five (5) years.

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

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



## ELECTORAL COMMISSION OF QUEENSLAND

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

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

Pat Vidgen PSM  
Electoral Commissioner

### SCHEDULE A

Electoral District	Enrolment as at 31/03/2023	% Deviation from Average District Enrolment
1 ALGESTER	38,557	0.37%
2 ASPLEY	38,870	1.18%
3 BANCROFT	38,882	1.21%
4 BARRON RIVER	40,395	5.15%
5 BONNEY	38,162	-0.66%
6 BROADWATER	37,247	-3.04%
7 BUDERIM	39,860	3.76%
8 BULIMBA	41,155	7.13%
9 BUNDABERG	37,172	-3.24%
10 BUNDAMBA	42,275	10.04%
11 BURDEKIN	35,167	-8.46%
12 BURLEIGH	37,303	-2.90%
13 BURNETT	39,926	3.93%
14 CAIRNS	38,779	0.94%
15 CALLIDE	35,455	-7.71%
16 CALOUNDRA	42,489	10.60%
17 CAPALABA	36,826	-4.14%
18 CHATSWORTH	36,199	-5.77%
19 CLAYFIELD	41,907	9.09%
20 CONDAMINE	40,629	5.76%
21 COOK*	35,336	-8.02%
22 COOMERA	52,099	35.62%
23 COOPER	37,853	-1.47%
24 CURRUMBIN	37,255	-3.02%
25 EVERTON	38,609	0.50%
26 FERNY GROVE	36,976	-3.75%
27 GAVEN	34,218	-10.93%
28 GLADSTONE	35,790	-6.84%
29 GLASS HOUSE	37,111	-3.40%
30 GREENSLOPES	38,298	-0.31%
31 GREGORY*	25,550	-33.49%
32 GYMPIE	42,520	10.68%
33 HERVEY BAY	42,864	11.58%
34 HILL	40,229	4.72%
35 HINCHINBROOK	37,419	-2.60%
36 INALA	37,961	-1.19%
37 IPSWICH	36,869	-4.03%
38 IPSWICH WEST	37,960	-1.19%
39 JORDAN	43,670	13.67%
40 KAWANA	38,916	1.30%
41 KEPPEL	39,242	2.15%
42 KURWONGBAH	39,680	3.29%
43 LOCKYER	37,597	-2.13%
44 LOGAN	43,813	14.05%
45 LYTTON	38,554	0.36%
46 MACALISTER	39,913	3.89%
47 MCCONNEL	43,301	12.71%

Electoral District	Enrolment as at 31/03/2023	% Deviation from Average District Enrolment
48 MACKAY	39,714	3.38%
49 MAIWAR	40,838	6.30%
50 MANSFIELD	36,307	-5.49%
51 MAROOCHYDORE	37,600	-2.13%
52 MARYBOROUGH	41,291	7.48%
53 MERMAID BEACH	37,551	-2.25%
54 MILLER	35,965	-6.38%
55 MIRANI	36,023	-6.23%
56 MOGGILL	35,475	-7.66%
57 MORAYFIELD	40,274	4.83%
58 MOUNT OMMANEY	36,198	-5.78%
59 MUDGEERABA	40,110	4.41%
60 MULGRAVE	38,210	-0.54%
61 MUNDINGBURRA	34,199	-10.98%
62 MURRUMBA	45,100	17.40%
63 NANANGO	39,452	2.69%
64 NICKLIN	37,543	-2.27%
65 NINDERRY	41,834	8.90%
66 NOOSA	37,809	-1.58%
67 NUDGEE	39,295	2.29%
68 OODGEROO	33,929	-11.68%
69 PINE RIVERS	39,790	3.57%
70 PUMICESTONE	41,529	8.10%
71 REDCLIFFE	40,212	4.67%
72 REDLANDS	40,423	5.22%
73 ROCKHAMPTON	37,828	-1.53%
74 SANDGATE	37,909	-1.32%
75 SCENIC RIM	40,377	5.10%
76 SOUTH BRISBANE	42,731	11.23%
77 SOUTHERN DOWNS	37,756	-1.72%
78 SOUTHPORT	36,923	-3.89%
79 SPRINGWOOD	36,270	-5.59%
80 STAFFORD	39,912	3.89%
81 STRETTON	34,560	-10.04%
82 SURFERS PARADISE	38,070	-0.90%
83 THEODORE	37,815	-1.57%
84 THURINGOWA	37,637	-2.03%
85 TOOHEY	35,222	-8.32%
86 TOOWOOMBA NORTH	39,364	2.47%
87 TOOWOOMBA SOUTH	39,205	2.05%
88 TOWNSVILLE	36,835	-4.12%
89 TRAEGER*	26,814	-30.20%
90 WARREGO*	30,586	-20.38%
91 WATERFORD	37,245	-3.05%
92 WHITSUNDAY	36,719	-4.42%
93 WOODRIDGE	39,451	2.69%
STATE-TOTAL	3,572,758	
AVERAGE ENROLMENT	38,417	

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

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

District Name	Area (Sq Kms)	2% of Area	Actual Enrolment as at 31/03/2023	Weighted Enrolment	% Deviation from Average District
COOK	196,835.00	3,937	35,336	39,273	2.23%
GREGORY	459,680.00	9,194	25,550	34,744	-9.56%
TRAEGER	428,911.00	8,578	26,814	35,392	-7.87%
WARREGO	337,811.00	6,756	30,586	37,342	-2.80%



Queensland

*Hospital and Health Boards Act 2011*  
Act No 32 of 2011

**TRANSFER NOTICE**

(Major Capital Works – a Hospital and Health Service  
established under section 17 of the *Hospital and Health  
Boards Act 2011* (as amended from time to time))

This Transfer Notice is given pursuant to the *Hospital and Health Boards Act 2011* by:



The Hon. Yvette D'Ath MP  
Minister for Health and Ambulance Services, Leader of the House

Signed on the 03<sup>rd</sup> day of April, 2023

I, the Hon. Yvette D'Ath MP, Minister for Health and Ambulance Services, Leader of the House hereby:

**1 Provisions for grant of associated interest for Major Capital Works Project**

**1.1 Associated interest (s 273A(2)(c))**

- (a) With immediate effect from the Effective Time, the Service grants to the State (represented by Department of Health) and the State's Associates the right to:
- (i) access and use the Service Property, including the Construction Area, for the purpose of carrying out the Major Capital Works Project; and
- (ii) access and use the Access Area for the purpose of accessing the Construction Area, during the Effective Period.
- (b) During the Effective Period, the Service grants to the State (represented by Department of Health) the unfettered right to:
- (A) do all things necessary; and
- (B) exercise all of the rights that the Service has as the owner of the Service Property, in order to deliver the Major Capital Works Project. Without limitation, this includes the right, as the State (represented by Department of Health) considers necessary, to:
- (C) access and use the Access Area and the Construction Area at all times and without prior notice to the Service;
- (D) grant any sub-licence in relation to the whole or any part of the Construction Area and the Access Area to any person;
- (E) enter into contracts in relation to or in connection with the carrying out of the Major Capital Works Project with any person, on terms acceptable to the State (represented by Department of Health) in its sole discretion; and
- (F) interfere with the Building Services Plant and Equipment and interrupt or suspend the supply of the Building Services.
- (c) The State (represented by Department of Health) is taken to have accepted the rights granted under **clause 1.1(a)** and **clause 1.1(b)** with immediate effect from the Effective Time.

**1.2 Conditions (s 273A(4))**

The rights granted under **clause 1.1** are subject to these conditions:

- (a) The grant is subject to:
- (i) the Service must do all things necessary in order to assist the State

(represented by Department of Health) to deliver the Major Capital Works Project. Without limitation, the Service must:

- (A) execute any documents, including but not limited to agreements, applications, consents, plans and authorisations, required by the State (represented by Department of Health) within the time required by the State (represented by the Department of Health);
  - (B) coordinate the carrying out of the Functions so as to ensure that the Major Capital Works Project is delivered without delay;
  - (C) not do anything which will cause, or is likely to cause, a delay in, or interfere with, or disrupt the delivery of the Major Capital Works Project; and
  - (D) provide any information, records, drawings, plans, specifications or documents requested by the State (represented by Department of Health) in respect of the Service Property or otherwise relevant to the Major Capital Works Project, which are or ought to reasonably be in the Service's possession, control or knowledge, within the time specified by the State (represented by Department of Health).
- (b) During the Effective Period, the State (represented by Department of Health):
- (i) is not responsible for occupation costs (for example: electricity, water or telecommunications charges) for the Service Property;
  - (ii) is taken to be in control of the Construction Area for the purposes of workplace health and safety; and
  - (iii) is responsible for, and bears the risk of damage and destruction to the Major Capital Works Project, except to the extent that the damage or destruction was caused or contributed to by the Service or the Service's Associates.
- (c) Prior to the end of the Effective Period, the State (represented by Department of Health) will repair any damage to the Service Property which was caused or contributed to by the Major Capital Works Project, except to the extent the damage is a result of reasonable wear and tear. The State (represented by Department of Health)'s liability to repair any such damage is limited to the extent that the State (represented by Department of Health) and the State's Associates contributed to the damage, and will be reduced to the extent that the damage was caused or contributed to by the Service or the Service's Associates.
- (d) The State (represented by Department of Health) will notify the Service when the Major Capital Works Project has reached practical



completion (or the equivalent) and the Service is able to commence works to operationalise the Improvements. Such notice will also advise the Service of the Defects Rectification Period (which may be subject to extension under the relevant MCWP Agreement) and any minor works and/or defect rectification works, known to the State (represented by Department of Health) at the time, which are continuing to be undertaken on the Service Property.

- (e) Upon receiving the notice in subparagraph 1.2(d), the Service will be wholly responsible and solely liable for all matters relating to making the Improvements operational so as to carry out the Functions, including any delays that the Service may experience in achieving operational status, irrespective of any minor works and/or defect rectification works which are continuing or required to be undertaken on the Service Property throughout the Defects Rectification Period, after the Service has received the notice in subparagraph 1.2(d).
- (f) In undertaking works to operationalise the Improvements, and to the extent that the Service commences carrying out the Functions within the Improvements during any Defects Rectification Period, the Service must:
  - (i) not do anything which will cause, or is likely to cause, a delay in, or interfere with, or disrupt the State (represented by Department of Health) or the State's Associates from completing minor works or defect rectification works in the Major Capital Works Project or the rectification of any damage to the Service Property; and
  - (ii) coordinate the carrying out of the Functions to ensure that the State (represented by Department of Health) and the State's Associates are not prevented, prohibited or delayed in doing all things necessary to bring the Major Capital Works Project to final completion.
- (g) If during the Defects Rectification Period, the Service becomes aware of any defect or possible defect in the Major Capital Works Project:
  - (i) the Service must immediately advise the State (represented by Department of Health) of the defect or possible defect, in writing;
  - (ii) upon being notified of a defect or possible defect in the Major Capital Works Project, the State (represented by Department of Health) will attend to the defect or possible defect in accordance with the terms of the relevant MCWP Agreement; and
  - (iii) during the Defects Rectification Period, the Service must:
    - (A) allow the State (represented by Department of Health) and the State's Associates to access and use the Service Property; and
    - (B) do all things necessary in order to assist the State (represented by Department of Health) and the State's Associates,

to complete any minor works, rectify any defects in the Major Capital Works Project in accordance with the terms of the relevant MCWP Agreement or repair any damage to the Service Property which the State (represented by Department of Health) is required to repair.

- (h) If after the Effective Time the State transfers or vests any of the activities of the State (represented by Department of Health) to or in a statutory body or the State (in any capacity whatsoever), then such entity can continue to exercise the rights previously held by the State (represented by Department of Health) provided the entity complies with the conditions in this Transfer Notice.

1.3 Transfer of Ancillary Instruments (s 273A(2) and s273D(2))

- (a) With effect from the end of the Effective Period, to the extent that they may lawfully be transferred, the State (represented by Department of Health) transfers to the Service the State's (represented by Department of Health) right, title, interest and liabilities associated with all Ancillary Instruments.
- (b) With effect from the end of the Effective Period, to the extent that any right relating to the Ancillary Instruments is not capable of transfer, the State (represented by Department of Health) holds such rights on behalf of and for the benefit of the Service and, if requested by the Service in writing, must enforce such rights at the cost of the Service.
- (c) The Service must not do or permit anything to occur which would void any warranty or contractual or statutory right relating to the Ancillary Instruments held by the State (represented by Department of Health) which are not capable of transfer.

1.4 Transfer of benefit of MCWP Indemnity (s273A(2) and s273D(2))

- (a) To the extent that a MCWP Indemnity:
- (i) may lawfully be transferred; and
- (ii) is required by the Service for the purpose of any demands, claims or legal proceedings that may be made or taken by the Service for any cause of action with respect to or in connection with the MCPW Agreements or the Major Capital Works Project,
- the State (represented by Department of Health) may transfer to the Service, by way of written notice, the State's (represented by Department of Health) benefit in the MCWP Indemnity.
- (b) The Service must notify the State (represented by Department of Health) if and when a benefit in a MCWP Indemnity is:
- (i) required by the Service; and
- (ii) no longer required by the Service.
- (c) A transfer of any MCWP Indemnity under this clause 1.4, will have effect from the commencement of the MCWP Indemnity Period and

cease at the end of the MCWP Indemnity Period.

**2 During and Post Effective Period Proceedings and Liabilities  
(s 273A(4))**

The grant of the rights under **clause 1.1** and the transfers under **clause 1.3** and **clause 1.4** are subject to these conditions:

- (a) Notwithstanding the end of the Effective Period or the transfer of any of the rights under **clause 1.3** and **clause 1.4** to the Service:
  - (i) rights, obligations and liabilities which have given, or may give, rise to a cause of action with respect to:
    - (A) the exercise by the State (represented by Department of Health) of the rights under **clause 1.1**; or
    - (B) any Ancillary Instrument transferred to the Service pursuant to this Transfer Notice,  
  
are retained or transferred, as the case may be, such that any demands, claims and legal proceedings that are being, or may be, made or taken by or against the State (represented by Department of Health) in respect of them:
      - (C) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action accrues during the Effective Period;
      - (D) are to be continued, made or taken by or against the State (represented by Department of Health) if the cause of action relates to any MCWP Agreement (except if it is to be made or taken by the Service under **clause 2(a)(i)(E)**);
      - (E) are to be made or taken by the Service if the cause of action is in respect of any MCWP Indemnity during any MCWP Indemnity Period; and
      - (F) are to be made or taken by or against the Service if the cause of action accrues on or after the end of the Effective Period; and
  - (ii) the Service is the successor in law to the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)(i)(F)**, effective as from the Effective Time.
- (b) The State (represented by Department of Health) and the Service must execute such instruments and make such applications to such relevant courts as is necessary to record the substitution of the Service for the State (represented by Department of Health) with respect to those causes of action identified in **clause 2(a)**.



### 3 No non Queensland Ancillary Instruments affected

Notwithstanding any other provision of this Transfer Notice, nothing effects a transfer of any Ancillary Instruments which are not governed by the laws of the State of Queensland as at the time that the transfer effected by this Transfer Notice would otherwise take effect.

### 4 Earlier Transfer Notice and other arrangements

- 4.1 If there is any inconsistency between the rights granted to the State (represented by Department of Health) to access the Service Property for the purpose of carrying out Major Capital Works under an Earlier Transfer Notice and the rights granted to the State (represented by Department of Health) under this Transfer Notice, this Transfer Notice will prevail to the extent of the inconsistency.
- 4.2 To the extent that there is any inconsistency between a provision of this Transfer Notice and a provision of a separate agreement or arrangement between the State (represented by Department of Health) and the Service, this Transfer Notice will prevail to the extent of the inconsistency.

### 5 Definitions and Interpretation

#### 5.1 Definitions

In this Transfer Notice:

“**Access Area**” means those parts of the Service Property (other than the Construction Area) required by the State (represented by Department of Health) for the purpose of accessing the Construction Area.

“**Act**” means the *Hospital and Health Boards Act 2011*;

“**Ancillary Instruments**” includes:

- (a) certifications, approvals, guarantees or warranties or deeds of guarantee or warranty given to or for the benefit of the State (represented by Department of Health) by any contractor, authority, manufacturers, suppliers, subcontractors, consultants or other third parties, that relate to:
  - (i) services provided in connection with the planning, development, design, construction or commissioning of the Major Capital Works Project; or
  - (ii) works or services supplied in connection with, or goods incorporated in, the Major Capital Works Project,
- (b) but do not include the Performance Securities;

“**Building Services**” includes any hydraulic, mechanical, electrical, communications, security, transport, medical gases and fire protection services or systems provided to a building, including water storage and supply, fuel storage, oil storage, gases (including medical gases) storage, garbage compacting, drainage, sewerage, information and communications technology,

assistance call, emergency warning, public address systems, air conditioning, ventilation, escalators, lift services, pneumatic tube systems, fire protection, power generation, UPS and emergency power, lighting and building management systems;

**“Building Services Plant and Equipment”** includes the plant and equipment, wires, ducting and other means of providing Building Services or Utilities to or within a building constructed on the Service Property;

**“Construction Area”** means, for the relevant Service, those parts of the Service Property required for a Major Capital Works Project from time to time;

**“Date of Final Completion”** means the day upon which the State (represented by Department of Health) notifies the Service of final completion (or the equivalent following the expiry of the final Defects Rectification Period) of the Major Capital Works Project;

**“Defects Rectification Period”** means any period in relation to the rectification of defects in connection with the carrying out of the Major Capital Works Project, as notified to the Service by the State (represented by Department of Health) from time to time;

**“Department of Health”** includes Queensland Health;

**“Earlier Transfer Notice”** means any prior transfer notice given under the Act in relation to the Service Property;

**“Effective Time”** means, in respect of the relevant Service, the day the State (represented by Department of Health) notifies the Service that it has been directed or approved to deliver the Major Capital Works Project.

**“Effective Period”** means the period from the Effective Time to the Date of Final Completion, inclusive;

**“Functions”** means those functions of a Hospital and Health Service under section 19 of the Act, including delivering those services stated in the service agreement for the Hospital and Health Service;

**“Hospital and Health Service”** means a Hospital and Health Service established under section 17 of the Act;

**“Improvements”** means the buildings or other structures on the Service Property that are the subject of the Major Capital Works Project;

**“Major Capital Works”** has the meaning given to the term “major capital works” in the Act;

**“Major Capital Works Project”** means, in relation to the relevant Service Property, those Major Capital Works which the State (represented by Department of Health) is directed or approved to deliver, on the Service Property by the chief executive under the Act or the Government of Queensland, but excludes Major Capital Works which the chief executive requires and/or approves the Service to undertake under the Act;



**“MCWP Agreements”** means all contracts and agreements entered into by the State (represented by Department of Health) in respect of the Major Capital Works Project;

**“MCWP Indemnity”** means any indemnity given in favour of the State (represented by Department of Health) under the MCWP Agreements;

**“MCWP Indemnity Period”** means, in respect of the relevant MCWP Indemnity, the period commencing on the date the State (represented by Department of Health) notifies the Service of the temporary transfer of the benefit in the MCWP Indemnity from the State (represented by Department of Health) to the Service and ending on the earlier of the date:

- (a) the State (represented by Department of Health) notifies the Service that the MCWP Indemnity Period has ended and the benefit in the MCWP Indemnity has reverted to the State (represented by Department of Health); or
- (b) the date the Service notifies the State (represented by Department of Health) that it no longer requires the benefit in the MCWP Indemnity under **clause 1.4(b)(ii)**;

**“Performance Securities”** includes any MCWP Indemnity and any bank guarantee, security bond, deposit and other securities for the performance of obligations given in favour of the State (represented by Department of Health) under the MCWP Agreements;

**“Service”** means, in relation to the relevant Service Property, a Hospital and Health Service under the Act, as amended from time to time;

**“Service’s Associates”** means the Service’s employees, agents, contractors, customers, clients, visitors (with or without invitation), subtenants, licensees and invitees who may at any time be on the Service Property

**“Service Property”** means, in relation to the relevant Service, a property owned and/or operated by the Service on which a Major Capital Work Project is to be or is being delivered by the State (represented by Department of Health) and which was transferred to the Service under an Earlier Transfer Notice. For the avoidance of doubt and to the extent necessary, in determining whether a property on which a Major Capital Works Project is to be or is being delivered was transferred to the Service under an Earlier Transfer Notice, all historical title references and/or lot reconfigurations relating to the relevant parcels of land are to be taken into account;

**“State”** means the State of Queensland;

**“State’s Associates”** means those authorised by the State including (but not limited to) employees, contractors, subcontractors, suppliers, consultants and agents;

**“Utilities”** includes water, electricity, gas, waste disposal, telecommunications and other utilities;

words that are defined in the Act have the same meaning where they are used in this Transfer Notice.

5.2 Interpretation

Where a document is stated to have been signed by me for identification purposes it is signed in accordance with and for the purposes of section 273A(5) of the Act, with such documents being available for inspection at Queensland Department of Health, 33 Charlotte Street, Brisbane.

A reference to a "Schedule" is to a document so named and signed by me for identification purposes for the purposes of section 273A(5) of the Act.

A reference to an instrument which is to be transferred to or to be applied for the benefit of a relevant transferee, includes any variation or extension effected (whether in writing or otherwise) prior to such transfer or application.

*Human Rights Act 2019***DECLARATION OF A PUBLIC ENTITY (No. 1) 2023****1. Notification**

Pursuant to section 60 of the *Human Rights Act 2019*, I, Shannon Fentiman MP, Attorney-General and Minister for Justice, Minister for Women and Minister for the Prevention of Domestic and Family Violence, declare that Caxton Legal Centre Incorporated is a public entity and is subject to the obligations of a public entity under the Part 3, Division 4 of the *Human Rights Act 2019*.

SHANNON FENTIMAN MP  
Attorney-General and Minister for Justice  
Minister for Women and  
Minister for the Prevention of Domestic and Family Violence

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Steven Miles MP, Deputy Premier, Minister for State Development, Infrastructure, Local Government and Planning, and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Holland Park State High School on 4 April 2023.

The MID will take effect from 14 April 2023.

**Description of the designated premises**

The MID applies to premises located at 153 Bapaume Road, Holland Park, QLD, 4121, formally described as Lot 760 on SP331967.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: educational facilities

**Requirements included in the MID**

The MID includes requirements in relation to the location and scale of the development, stormwater management, car parking, school transport management, external works, landscaping, vegetation, design/built form, information signage, construction management, lighting, servicing, geotechnical conditions, refuse and plant screening.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.statedevelopment.qld.gov.au/planning-framework/infrastructure-planning/ministerial-infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsgilgp.qld.gov.au](mailto:infrastructuredesignation@dsgilgp.qld.gov.au) or phone 1300 967 433.

STEVEN MILES MP  
DEPUTY PREMIER  
Minister for State Development, Infrastructure,  
Local Government and Planning  
Minister Assisting the Premier on  
Olympic and Paralympic Games Infrastructure

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Steven Miles MP, Deputy Premier, Minister for State Development, Infrastructure, Local Government and Planning, and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure, give notice that under section 38 of the *Planning Act 2016*, I amended the Ministerial Infrastructure Designation (MID) for Sandgate District State High School on 6 April 2023.

The amended MID will take effect from 14 April 2023.

**Description of the designated premises**

The amended MID applies to premises located at 41 Braun Street, Deagon, QLD, 4017 formally described as Lot 273 on SL3223.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 3: community and cultural facilities, including community centres, galleries, libraries and meeting halls
- Item 6: educational facilities
- Item 9: facilities at which an education and care service under the *Education and Care Services National Law (Queensland)* is operated
- Item 10: facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated
- Item 11: facilities for parks and recreation
- Item 17: Sporting facilities
- Item 20: storage and works depots and similar facilities, including administrative facilities relating to the provision or maintenance of infrastructure stated in this part

**Requirements included in the MID**

The amended MID includes requirements in relation to the location and scale of the development, lighting, refuse and plant screening, construction management, information signage, car parking, landscaping, vegetation management, stormwater management, school transport management, hours of operation, event management, geotechnical conditions and servicing.

**Further information**

A copy of the amended MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.statedevelopment.qld.gov.au/planning-framework/infrastructure-planning/ministerial-infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsgilgp.qld.gov.au](mailto:infrastructuredesignation@dsgilgp.qld.gov.au) or phone 1300 967 433.

STEVEN MILES MP  
DEPUTY PREMIER  
Minister for State Development, Infrastructure,  
Local Government and Planning  
Minister Assisting the Premier on  
Olympic and Paralympic Games Infrastructure



**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Steven Miles MP, Deputy Premier, Minister for State Development, Infrastructure, Local Government and Planning, and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Taigum State School on 6 April 2023.

The MID will take effect from 14 April 2023.

**Description of the designated premises**

The MID applies to premises located at 266 Handford Road, Taigum, QLD, 4018, formally described as Lot 277 on CP880487.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: educational facilities

**Requirements included in the MID**

The MID includes requirements in relation to the location and scale of the development, car parking, active transport, school transport management, road widening, landscaping, vegetation, stormwater management, construction management, public utility services, information signage, lighting, refuse and plant screening, geotechnical conditions, and acid sulfate soils.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.statedevelopment.qld.gov.au/planning-framework/infrastructure-planning/ministerial-infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdilgp.qld.gov.au](mailto:infrastructuredesignation@dsdilgp.qld.gov.au) or phone 1300 967 433.

STEVEN MILES MP  
DEPUTY PREMIER  
Minister for State Development, Infrastructure,  
Local Government and Planning  
Minister Assisting the Premier on  
Olympic and Paralympic Games Infrastructure

**NOTICE OF MINISTERIAL INFRASTRUCTURE DESIGNATION  
MADE UNDER THE *PLANNING ACT 2016***

I, the Honourable Steven Miles MP, Deputy Premier, Minister for State Development, Infrastructure, Local Government and Planning, and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure, give notice that under section 38 of the *Planning Act 2016*, I made a Ministerial Infrastructure Designation (MID) for Woody Point Special School on 6 April 2023.

The MID will take effect from 14 April 2023.

**Description of the designated premises**

The MID applies to premises located at 85 Georgina Street, Woody Point, QLD, 4019, formally described as Lot 575 on SL8688.

**Type of infrastructure for which the premises were designated**  
The infrastructure is described under Schedule 5, Part 2 of the *Planning Regulation 2017*, as:

- Item 6: educational facilities
- Item 9: Facilities at which an education and care service under the *Education and Care Services National Law (Queensland)* is operated
- Item 10: Facilities at which a Queensland Education and Care approved service under the *Education and Care Services Act 2013* is operated

**Requirements included in the MID**

The MID includes requirements in relation to the the location and scale of the development, design/built form, car parking, stormwater management, flood management, removal of temporary buildings, school transport management, bus set-down, external works, lighting, fencing, vegetation, refuse and plant screening, construction management, information signage, servicing, acid sulfate soils and geotechnical conditions.

**Further information**

A copy of the MID decision notice, including the noted requirements and a summary of how I have considered submissions, can be obtained at:

<https://planning.statedevelopment.qld.gov.au/planning-framework/infrastructure-planning/ministerial-infrastructure-designations>.

For further information, please contact the Infrastructure Designations team at [infrastructuredesignation@dsdilgp.qld.gov.au](mailto:infrastructuredesignation@dsdilgp.qld.gov.au) or phone 1300 967 433.

STEVEN MILES MP  
DEPUTY PREMIER  
Minister for State Development, Infrastructure,  
Local Government and Planning  
Minister Assisting the Premier on  
Olympic and Paralympic Games Infrastructure

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