



BENNETT + BENNETT

Property Consultants, Surveyors + Town Planners

Our Ref: 09041:RJM:rw

16th July 2010

Department of Transport & Main Roads
36-38 Cotton Street
NERANG QLD 4211

ATT: GREG LORD

Dear Greg

**RE: LAND ACQUISITION – PIMPAMA (LOT 3 ON SP110951)
PURCHASE ORDER NO. 2030398748**

Please find enclosed for your further attention original survey plan SP238802 which facilitates the acquisition of land over the abovementioned property. We also enclose the key provided for access onto the site.

We confirm that an accredited copy of the plan has been lodged in the Department of Environment and Resource Management and as such, the plan is now suitable for registration in that Department.

Our account for the survey and plan preparation is also enclosed and we thank you for this instruction.

Yours faithfully
BENNETT & BENNETT

Not relevant

encl

TO BE DELIVERED

HEAD OFFICE

95 Upton Street
Bundall QLD 4217

MAIL TO: PO Box 5021
GCMC QLD 9726
Phone: 07 5574 0733
Fax: 07 5574 0202

DIRECTORS

G.W. Short
Managing Director
Town Planner PIA

R.J. McAllister
Practice Manager
Consulting Surveyor

G.F. Pennycuik
Project Manager
Consulting Surveyor

P.D. Jones
Coamera Manager
Cadastral Surveyor

C.T. Swane
Brisbane Manager
Cadastral Surveyor

| | | | | | |
|--------------------|-------------|------|----------------|-----|------|
| SOUTH COAST REGION | | | | | |
| File | 230/120/121 | | | | |
| 19 JUL 2010 | | | | | |
| OFFICER | Act | Copy | C. F. Q. R. S. | Act | Copy |
| GJL | | | | | |

original A/C to PIT
key to GJL + original plans

Released Under DMR



COOMERA OFFICE: 9 Jowett Street, Coomera QLD 4209 | Ph: 07 5573 6177 | Fax: 07 5529 4342

IPSWICH OFFICE: Suite 5, 5-11 Downs Street, North Ipswich QLD 4305 | Ph: 07 3202 1575 | Fax: 07 3202 1576

BRISBANE OFFICE: Level 3, 490 Upper Edward Street, Spring Hill QLD 4004 | Ph: 07 3839 7200 | Fax: 07 3839 7277

B.B.H. Pty Ltd | ACN 010 427 531 | trading as Bennett & Bennett | Consulting Surveyors | Established 1968 | Member Firm ASIBA

M:\09041-DMR-Nerang\Admin\09041 DMR 100716.doc



BENNETT + BENNETT

Property Consultants, Surveyors + Town Planners

TAX INVOICE | Fees for Professional Services

INVOICE NUMBER: 28812

Our Ref: 09041:RJM:rw

ABN 15 031 964 657

16th July 2010

Department of Transport & Main Roads
36-38 Cotton Street
NERANG QLD 4211

ATT: GREG LORD / HELEN CRAWFORD

RE: SP238802 - LAND ACQUISITION - PIMPAMA (LOT 3 ON SP110951)
PURCHASE ORDER NO. 2030398748

TO: Obtain full cadastral and title search; undertake survey to subdivide properties in accordance with the TMR Proposal Plan (201015_02 Rev A); prepare survey plan SP238802 to satisfy Department of Environment and Resource Management requirements; endorse plan; lodge accredited copy in the Department of Environment and Resource Management; forward original plan to client for further action; includes searches, materials and outlays.

OUR FEE
+GST

Not relevant

TOTAL

AMOUNT DUE & PAYABLE BY: 13/08/2010

"This payment claim made under the Building and Construction Industry Payments Act 2004 (Qld)"

Tear Off Remittance

Please Remit To:
Bennett & Bennett
P.O. Box 5021
Gold Coast Mail Centre QLD 9726

Westpac Account
BSB: 034 215
A/C: 143661
Please Quote Invoice Number

INVOICE NUMBER: 28812

HEAD OFFICE: 95 Upton Street, Bundall QLD 4217 | Ph: 07 5574 0733 | Fax: 07 5574 0202
B.B.H. Pty Ltd | ACN 010 427 531 | trading as Bennett & Bennett | Consulting Surveyors | Established 1968 | Member Firm ASIBA

MAIL TO: PO BOX 5021, GCMC QLD 9726

Cheque enclosed for \$ _____ Credit Card CCV No: _____
OR Please debit \$ _____ (last 3 digits on back of card)

Mastercard Visa Card Expiry: _____
(Payment by Credit Card over \$2,000 is subject to approval by Bennett & Bennett)

Cardholder's Name: _____

Signature: _____

Card No.

| | | | | | | | | | | | |
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|--|--|--|--|--|--|--|--|--|--|--|--|

Pages 3 through 6 redacted for the following reasons:

Refuse - Section 47(3)(f) - Other access available

Released under RTI - DTMR

Not relevant

Donna E Mellor Not sure who to direct this to - is Ke... 12/12/2011 09:26:41 AM

From: Donna E Mellor/cp1/QMR/Au
To: Jack F Donaghey/SouthEast/QMR/Au@qdot, Fern H Fisher/cp1/qdot/au@QDOT, Ken W
Jensen/SouthEast/QMR/Au@qdot
Date: 12/12/2011 09:26 AM
Subject: Fw: TMR FH land at Pimpama on either side of the motorway

Not sure who to direct this to - is Ken the contact at SCR now? Please have a look at email trail below. Pls note specifically that (1) MacDow are now mentioning the need to do abrasive blasting of the rail onsite - requiring an ERA from DERM and (2) the query regarding trees.

Please advise. Thank you.

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001

P: (07) 38342925 | F: (07) 38345432

M: [Not relevant]

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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----- Forwarded by Donna E Mellor/cp1/QMR/Au on 12/12/2011 09:22 AM -----

From: [Not relevant]
To: Kate.M.Taylor@tmr.qld.gov.au; [Not relevant]@macdow.com.au>
Cc: Donna.E.Mellor@tmr.qld.gov.au
Date: 09/12/2011 01:03 PM
Subject: Re: Fw: TMR FH land at Pimpama on either side of the motorway

Thanks Kate,

I will organise a workshop with all relevant discipline heads to find out what the site will be used for and send a letter to Donna with a plan of the area requested and a list of what and how it would be used and some suggested conditions on our use of the site.

In relation to trees - Would we be able to remove trees that are not protected by DERM and the Vegetation Management Act? I have walked on site and some are not protected.

Regards,

[Not relevant] | Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd
Level 2, 7 Bay Street, Southport QLD 4215, Australia
p: [Not relevant] | m: [Not relevant] | f: +61 -7-5657-7015
www.mcconnelldowell.com

Kate.M.Taylor---09/12/2011 11:59:27 AM--- [Not relevant] I've just confirmed with Helen McKenna that we will treat this as Extra

From: Kate.M.Taylor@tmr.qld.gov.au
To: [Not relevant]
Cc: [Not relevant]@macdow.com.au>
Date: 09/12/2011 11:59 AM
Subject: Re: Fw: TMR FH land at Pimpama on either side of the motorway

Hi [Not relevant]

I've just confirmed with Helen McKenna that we will treat this as Extra Land under the contract, meaning that GoldLinQ will need to negotiate the terms of occupation separately with the owner of the land.

I've also just had a chat with Donna of Property Services. We thought the next step would be for GoldLinQ to mark up a plan showing the area you would like and also provide details about when

you would want it from and until.

Donna will then be able to find out whether TMR would want and licence or a lease and what the associated costs would be.

Indicative conditions at this stage are:

- *includes a clause which indemnifies use from the consequences of any activity carried out by Goldlink.*
- *should we require the land, before it's end date that our liability be limited or nil.*
- *that no trees be removed without a relevant permit from DERM; and*
- *when the site is vacated, that it should be returned to its original state.*

Thanks.

Kate Taylor

Property Team Leader

Gold Coast Rapid Transit project

phone 07 5555 4608 | mobile Not relevant | fax 07 5561 1946
kate.m.taylor@tmr.qld.gov.au

Level 5 Southport Central Tower 3
9 Lawson Street
SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215

www.goldcoastrapidtransit.qld.gov.au

From: Not relevant <[redacted]@macdow.com.au>
To: Kate.M.Taylor@tmr.qld.gov.au
Date: 07/12/2011 12:37 PM
Subject: Re: Fw: TMR FH land at Pimpama on either side of the motorway

Kate that's fantastic!

Is it possible to know what limitations would be placed on the use of the site? and also what services are in the site?

We'd need a staff facility as a few staff/storemen and rail crew would probably be based there.

Also what do you think the admin costs will be - so I can start getting budget sorted.

Also the earlier we get it the better as we can prepare the pads needed in advance of the shipment and also use it for other miscellaneous storage while the on-corridor laydown areas are being prepared

There are a number of different rail related items that would be stored here - also speaking to the guys out on site they suggested that they would bend some of the rail out there as well and do some other welding operations. When the rail arrives it will also be rusty so we will need to use abrasive blasting to clean it up prior to use - this will probably require an ERA from DERM - which will also require land owner approval as part of the application process.

We would restrict heavy vehicle movements to outside of drop off and pick up times of the school and reduce speed to 10km during school hours for heavy vehicles - however most deliveries will be done at night as the rail is delivered for work on corridor the next morning.

Both the MacDow Traffic Manager and Stakeholder and Community manager had the same positions for the SEQ regional pipeline work and have relationships with the school Principal - they even got a big thank you on the school notice board out the front. The teachers still have the hi vis vests the project gave them. The rail guys already have the idea of organising a school trip to come and see how rail is bent...! I might just attend that one myself...

Cheers,

[Not relevant] | Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd
Level 2, 7 Bay Street, Southport QLD 4215, Australia
p: [Not relevant] m: [Not relevant] | f: +61 -7-5657-7015
www.mcconnelldowell.com Kate.M.Taylor---07/12/2011 11:49:38 AM---Just checking on whether we put in SAS or not. Talk to you about it Friday. Kate Taylor

From: Kate M Taylor@tmr.qld.gov.au
To: [Not relevant] [Not relevant]@macdow.com.au
Date: 07/12/2011 11:49 AM
Subject: Fw: TMR FH land at Pimpama on either side of the motorway

Just checking on whether we put in SAS or not. Talk to you about it Friday.

Kate Taylor
Property Team Leader
Gold Coast Rapid Transit project
phone 07 5555 4608 | mobile [Not relevant] | fax 07 5561 1946
kate.m.taylor@tmr.qld.gov.au

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SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215
www.goldcoastrapidtransit.qld.gov.au

Donna E Mellor

----- Original Message -----

From: Donna E Mellor
Sent: 07/12/2011 11:36 AM ZE10
To: Kate Taylor
Subject: Re: TMR FH land at Pimpama on either side of the motorway
(See attached file: MapInfo - SP238802.bmp)(See attached file: SP238802 Marked Up.pdf)

Hi Kate, South Coast Region is prepared to lease an area of Lot 1 on SP238802 to Goldling for storage of tracks for a peppercorn rental (plus TMR's admin/legal costs of preparing lease/licence to occupy agreement). This area is on the western side of the motorway. Lots 2 and 3 are also vacant but closer to the school, so may be less suitable.

If Goldling is interested in pursuing this further please get back to me Kate and we can discuss

who would prepare the necessary agreement which would need to cover the usual public liability, indemnity issues and need to make good, etc.

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services

Program Development & Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000

GPO Box 1412 | Brisbane Qld 4001

P: (07) 38342925 | F: (07) 38345432

M: Not relevant

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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▼ Kate M Taylor---24/11/2011 12:22:13 PM---Hi Donna, GoldLinQ are looking for large areas of land to store tracks upon delivery. They have tried

From: Kate M Taylor/cp1/qdot/au
To: Donna E Mellor/cp1/QMR/Au@QDOT
Date: 24/11/2011 12:22 PM

Subject: TMR FH land at Pimpama on either side of the motorway

Hi Donna,

GoldLinQ are looking for large areas of land to store tracks upon delivery. They have tried to secure some additional GCCC land off Southport Nerang Rd but unfortunately Council is set to use it in the near future for another purpose.

One of the GoldLinQ reps mentioned some TMR FH land on either side of the motorway at Pimpama that apparently use to be an old golf course. He said that he believed that the land was used for storage of pipes for the water grid project for \$1 so they're keen to explore this option further even though it is quite far away from the construction site.

Donna, do you know if Property Services looks after this land and whether it might be available for GoldLinQ to use for nominal value?

Thanks.

Kate Taylor

Property Team Leader

Gold Coast Rapid Transit project

phone 07 5555 4608 | mobile | fax 07 5561 1946
kate.m.taylor@tmr.qld.gov.au

Level 5 Southport Central Tower 3
9 Lawson Street
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Opinions contained in this email do not necessarily reflect the opinions of the Department of Transport and Main Roads, Maritime Safety Queensland or endorsed organisations utilising the same infrastructure.

[attachment "MapInfo - SP238802.bmp" deleted by Not relevant Australia/MACDOW/AU] [attachment "SP238802 Marked Up.pdf" deleted by Not relevant s/Australia/MACDOW/AU]

Released under RTI - DTMR

Pages 13 through 15 redacted for the following reasons:

Exempt Sch.3(7) Legal Professional Privilege

Released under RTI - DTMR

Item

ITEM DETAILS

| | | | |
|-------------------------|---|-------------------------|------------------------------------|
| Item ID: | 22025 - PDO | Item Type: | Email |
| Date Created: | 07/12/2011 11:40:21 AM | Project ID: | 409/9/1 |
| Date Captured: | 07/12/2011 | Sub Project ID: | |
| Item Format: | Electronic | Other Reference: | |
| Circulation: | | Copies Sent To: | |
| Subject: | Request by GCRT for GoldLinQ to use Pacific Springs old Golf Course Land Pimpama Lot 1 and Lot 3 SP238802 | | |
| Function Term: | REAL PROPERTY ACQUISITION AND MANAGEMENT | Activity Term: | RENTAL PROPERTIES/LAND MAINTENANCE |
| Container Title: | South Coast Region - 2011 - 2013 | Container ID: | 495/00042[1] |

ACTIONS & OWNERSHIP

| | | | |
|---------------------------------|--|----------------------------------|------------|
| Author: | Donna E Mellor | Corporate Author: | |
| Author Title / Position: | Principal Property Officer | Complaint Classification: | |
| Business Unit: | Module 2 | | |
| Action Officer: | | Last Movement Date: | 07/12/2011 |
| Home Location: | Information Management Compactus - Ground Floor, 36-38 Cotton Street, Nerang | | |

SECURITY & ACCESS

| | |
|---------------------------------|--------------------------|
| Security Classification: | UNCLASSIFIED INFORMATION |
| Security Access: | Unrestricted |

ADDITIONAL INFORMATION

| | |
|---------------------------------------|--|
| Description / Additional Info: | |
|---------------------------------------|--|

DOCUMENT CONTENTS

Fw: Request by GCRT for GoldLinQ to use Pimpama old Golf Course Land

Donna E Mellor to Fern H Fisher

07/12/2011 11:40 AM

[Show Details](#)

Thanks Fern I'll get back to Kate now.

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services

Program Development & Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000

GPO Box 1412 | Brisbane Qld 4001

P: (07) 38342925 | F: (07) 38345432

M: Not relevant

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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----- Forwarded by Donna E Mellor/cp1/QMR/Au on 07/12/2011 11:40 AM -----

From: Jack F Donaghey/SouthEast/QMR/Au
To: Donna E Mellor/cp1/QMR/Au@QDOT
Date: 07/12/2011 11:17 AM
Subject: Re: Request by GCRT for GoldLinQ to use Pimpama old Golf Course Land

A peppercorn payment will suffice.

Kind regards,

Jack Donaghey

Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office
Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211

P: (07) 55969420 | F: (07) 55969511

M: Not relevant

E: jack.f.donaghey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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Donna E Mellor Jack, either PS or GCRT will prepara... 07/12/2011 11:02:53 AM

From: Donna E Mellor/cp1/QMR/Au
To: Jack F Donaghey/SouthEast/QMR/Au@qdot
Cc: Fern H Fisher/cp1/qdot/au@QDOT, Alan J Stone/SouthEast/QMR/Au@qdot, SCR
CMAAllocations@qdot
Date: 07/12/2011 11:02 AM
Subject: Re: Request by GCRT for GoldLinQ to use Pimpama old Golf Course Land

Jack, either PS or GCRT will prepare a suitable agreement that will include the usual clauses regarding indemnities to the State, public liability, need to make good, etc
Does SCR agree to nominal rental? Did we allow the water grid pipes to be stored for \$1?

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000

GPO Box 1412 | Brisbane Qld 4001

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M: Not relevant

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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Jack F Donaghey Thanks Fern. As Donna Mellor ri...

07/12/2011 10:55:55 AM

From: Jack F Donaghey/SouthEast/QMR/Au
To: Fern H Fisher/cp1/qdot/au@QDOT
Cc: Alan J Stone/SouthEast/QMR/Au@qdot, SCR CMAAllocations@qdot, Donna E Mellor/cp1/QMR/Au@QDOT
Date: 07/12/2011 10:55 AM
Subject: Re: Request by GCRT for GoldLinQ to use Pimpama old Golf Course Land

Thanks Fern.

As Donna Mellor rightly states, there is only the remaining land west of the M1. I have no objection to GoldLinQ leasing Lot 1 or Lot 3, although Lot 1 could be less annoying to Pimpama Primary School.

Donna.

Will Property Services prepare some form of agreement suitable to regularise such a lease?

Not relevant

Kind regards,

Jack Donaghey

Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office
Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211


P: (07) 55969420 | F: (07) 55969511

M: Not relevant

E: jack.f.donaghey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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Fern H Fisher

Good Afternoon Gentlemen, I have r...

06/12/2011 01:35:07 PM

From: Fern H Fisher/cp1/qdot/au
To: Alan J Stone/SouthEast/QMR/Au@qdot, Jack F Donaghey/SouthEast/QMR/Au@qdot, SCR CMAAllocations@qdot
Date: 06/12/2011 01:35 PM
Subject: Request by GCRT for GoldLinQ to use Pimpama old Golf Course Land

Good Afternoon Gentlemen,

I have received a request from Donna Mellor of Property Services in Brisbane, and I am not sure who would be best to make a decision regarding this request.

Gold Coast Rapid Transit have put a request to Property Services in Brisbane, seeking approval for GoldLinQ (consortium appointed to construct the light rail system) to use some departmental land for the purpose of storage of tracks upon delivery.

In particular the request is for use of land either side of the Pacific Motorway in Pimpama, formerly the Pimpama Golf Course, which they believe was used for storage of pipes for the water grid

project for \$1.

Even though this site is some distance away from their construction site, GoldlinQ are keen to investigate use of this land for a nominal value.

Donna has already identified that much of the land has since been disposed of or is being held for future road, but it appears that Lot 1 and/or Lot 3 in SP238802 may be available.

I refer to attached mapinfo location and copy of SP238802

[attachment "MapInfo - SP238802.bmp" deleted by Donna E Mellor/cp1/QMR/Au] [attachment "SP238802 Marked Up.pdf" deleted by Donna E Mellor/cp1/QMR/Au]

Property Services are hoping to respond to GCRT this week.

Would you please be able to advise me further.

Kind regards,

Fern Fisher

Senior Program Support Officer (Property) | South Coast Region / Gold Coast Office
Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55969199 | F: (07) 55969511

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W: www.tmr.qld.gov.au

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----- Forwarded by Fern H Fisher/cp1/qdot/au on 06/12/2011 01:18 PM -----

From: Fern H Fisher/cp1/qdot/au

To: Donna E Mellor/cp1/QMR/Au@QDOT

Date: 25/11/2011 06:48 AM

Subject: Re: Fw: TMR FH land at Pimpama on either side of the motorway

Hi Donna,

I inherited several files from Bob Not relevant and I think that this might have been one of them

please leave it with me and I shall review Bob's files and make some enquiries with staff.

I am guessing that this is an initial enquiry from GoldLinQ and isn't as urgent as the other things I have at the moment, but please don't hesitate to give me a follow up email if necessary.

cheers

Fern Fisher

Senior Program Support Officer (Property) | South Coast Region / Gold Coast Office
Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55969199 | F: (07) 55969511

E: fern.h.fisher@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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Donna E Mellor Hi Fern, this is one query I would n...

24/11/2011 01:49:07 PM

From: Donna E Mellor/cp1/QMR/Au
To: Fern H Fisher/cp1/qdot/au@QDOT
Date: 24/11/2011 01:49 PM
Subject: Fw: TMR FH land at Pimpama on either side of the motorway

Hi Fern, this is one query I would normally have asked Bob. This is the old golf course at Pimpama. You will see from email below that GCRT operator franchisor is enquiring about using our site for storage of tracks. I am not sure about the statement of the land being previously used for storage of water pipes for nominal rent.

I have scanned in SP231921 and SP238802 below.

Not relevant

But with regards to SP238802 (western side of highway Not relevant) and the remnant lots are 1 and 3. Can you advise if Lot 1 or 3 is available and if SCR would allow Golding to use? If so would SCR accept nominal rent?

Thank you.

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001
P: (07) 38342925 | F: (07) 38345432

M Not relevant

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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----- Forwarded by Donna E Mellor/cp1/QMR/Au on 24/11/2011 01:37 PM -----

From: Kate M Taylor/cp1/qdot/au
To: Donna E Mellor/cp1/QMR/Au@QDOT
Date: 24/11/2011 01:13 PM
Subject: Re: TMR FH land at Pimpama on either side of the motorway

Okay, that would be great, thanks.

Kate Taylor
Property Team Leader

Gold Coast Rapid Transit project

phone 07 5555 4608 | mobile Not relevant | fax 07 5561 1946
kate.m.taylor@tmr.qld.gov.au

Level 5 Southport Central Tower 3
9 Lawson Street
SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215

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Donna E Mellor Hi Kate, I do know this land. In fact...

24/11/2011 01:05:28 PM

From: Donna E Mellor/cp1/QMR/Au
To: Kate M Taylor/cp1/qdot/au@QDOT
Date: 24/11/2011 01:05 PM
Subject: Re: TMR FH land at Pimpama on either side of the motorway

Hi Kate, I do know this land. Not relevant

Not relevant

Not relevant

I would have to enquire about the land on the western side of the highway and will get back to you.

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads

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GPO Box 1412 | Brisbane Qld 4001
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M Not relevant

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Kate M Taylor Hi Donna, GoldLinQ are looking for l...

24/11/2011 12:22:13 PM

From: Kate M Taylor/cp1/qdot/au
To: Donna E Mellor/cp1/QMR/Au@QDOT
Date: 24/11/2011 12:22 PM
Subject: TMR FH land at Pimpama on either side of the motorway

Hi Donna,

GoldLinQ are looking for large areas of land to store tracks upon delivery. They have tried to secure some additional GCCC land off Southport Nerang Rd but unfortunately Council is set to use it in the near future for another purpose.

One of the GoldLinQ reps mentioned some TMR FH land on either side of the motorway at Pimpama that apparently use to be an old golf course. He said that he believed that the land was used for storage of pipes for the water grid project for \$1 so they're keen to explore this option further even though it is quite far away from the construction site.

Donna, do you know if Property Services looks after this land and whether it might be available for GoldLinQ to use for nominal value?

Thanks.

Kate Taylor

Property Team Leader

Gold Coast Rapid Transit project

phone 07 5555 4608 | mobile Not relevant | fax 07 5561 1946
kate.m.taylor@tmr.qld.gov.au

Level 5 Southport Central Tower 3
9 Lawson Street
SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215

www.goldcoastrapidtransit.qld.gov.au

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Item

ITEM DETAILS

| | | | |
|-------------------------|--|-------------------------|--|
| Item ID: | 46103 - PDO | Item Type: | Email |
| Date Created: | 27/03/2012 11:07:06 AM | Project ID: | 230/GCRT/001 |
| Date Captured: | 22/05/2012 | Sub Project ID: | |
| Item Format: | Electronic | Other Reference: | |
| Circulation: | | Copies Sent To: | |
| Subject: | Gold Coast Rapid Transit Project - Use of Pimpama Lay Down Site - Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802 | | |
| Function Term: | INFRASTRUCTURE MANAGEMENT | Activity Term: | ROAD AND TRANSPORT PROJECT (SIGNIFICANT) |
| Container Title: | 230/GCRT/001 - Gold Coast City Council - Rapid Transit Planning | Container ID: | 456/00230[1] |

ADDRESSEE

| | | | |
|--------------|--------------|-----------------|-----------------------------|
| Name: | Not relevant | Address: | Not relevant @macdow.com.au |
|--------------|--------------|-----------------|-----------------------------|

ACTIONS & OWNERSHIP

| | | | |
|---------------------------------|--|----------------------------------|------------|
| Author: | Joanne F Hailwood | Corporate Author: | |
| Author Title / Position: | Program Support Officer (Management Support) | Complaint Classification: | |
| Business Unit: | Business Support | | |
| Action Officer: | | Last Movement Date: | 22/05/2012 |
| Home Location: | Information Management Compactus - Ground Floor, 36-38 Cotton Street, Nerang | | |

SECURITY & ACCESS

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|---------------------------------|--------------------------|
| Security Classification: | UNCLASSIFIED INFORMATION |
| Security Access: | Unrestricted |

ADDITIONAL INFORMATION

| | |
|---------------------------------------|--|
| Description / Additional Info: | |
|---------------------------------------|--|

DOCUMENT CONTENTS

Gold Coast Rapid Transit Project - Use of Pimpama Lay Down Site - Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802

Jack F Donaghey to: Not relevant 27/03/2012 11:07 AM

Sent by: **Joanne F Hailwood**

cc: Not relevant information

Bcc: Anna P Carroll, Dale L Jepson, Kate M Taylor, Not relevant sganderson, Kerryn B Rosell

[Show Details](#)

Dear all

Please find attached letter for the above. A hard copy of which will follow.



Letter - GCRT Deed of Licence to Occupy for Use of Pimpama Lay Down Site.pdf

Kind regards,

Jack Donaghey

Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office

Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55969420 | F: (07) 55969511

M: Not relevant

E: jack.f.donaghey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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26 March 2012

D&C JV Project Director
GCRT D&C Joint Venture
c/o - McConnell Dowell Constructors (Aust) Pty Ltd
Level 7 Tower B
799 Pacific Highway
CHATSWOOD NSW 2067

Attention Not relevant
Not relevant a@macdow.com.au

Dear Sir

**Gold Coast Rapid Transit Project
Use of Pimpama Lay Down Site
Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802**

I refer to your letter reference 2367.12.02.20.0352 dated 21 February 2012 about proposed arrangements for use of the Pimpama lay down site for the Gold Coast Rapid Transit (GCRT) project.

Context

This reply is conditioned on the following understandings by the Department of Transport and Main Roads South Coast Region (SCR).

- The Department of Transport and Main Roads (TMR) GCRT Project Team and GoldLinQ require SCR to negotiate directly with the GCRT D&C Joint Venture (JV) through McConnell Dowell Constructors (Aust) Pty Ltd as directed at the joint meeting of key stakeholders on 17 January 2012.
- Gold Coast City Council (GCCC) previously offered the option of a lay down site to all GCRT bidders at nominal value as confirmed by GCCC's Katrina Giudice's email dated 17 January 2012, but a GCCC site is no longer an available option as confirmed by GCRT Project Team's Kate Taylor email dated 17 January 2012. This justifies SCR working towards temporary use of the Pimpama lay down site now proposed using a nominal value lease arrangement.

Department of Transport and Main Roads
Program Delivery & Operations
South Coast Region / Gold Coast Office
Ground Floor Nerang - Gold Coast Office
36-38 Cotton Street Nerang Queensland 4211
PO Box 442 Nerang Queensland 4211

Our ref 450/00359
Your ref 2369.12.02.20.0352
Enquiries Jack Donaghey
Telephone +61 7 5596 9420
Facsimile +61 7 5596 9511
Website www.tmr.qld.gov.au
Email pdo.regions.goldcoast@tmr.qld.gov.au

- GCCC (including local Division 1 Councillor Donna Gates) accepts SCR working towards a licence to occupy for temporary use of parts of Lots 1, 2 and 3 on SP238802 for a GCRT lay down site, as recently confirmed by GCCC's Steve Anderson.

Agreement Conditions

Not relevant

Released under RTI - DTMR

Please continue to work through TMR Property Management's Justine Aylward – telephone 38342076 regarding arrangements for finalising and executing the Deed of Licence.

Regarding your concerns that the rail shipment is currently scheduled to arrive at Port of Brisbane as early as 24 April 2012, subject to your written agreement in principle to the above conditions, this letter could serve as conditional approval to commence your preparation of the Pimpama site.

Please contact SCR's Network Planning Manager Jack Donaghey – telephone 55969420 if you require further information in relation to this letter.

Yours sincerely

for Paul Noorfan ✓

Regional Director (South Coast)

c/c 1. Chief Executive Officer
GoldLinq Pty Ltd, Level 2, 7 Bay Street
SOUTHPORT QLD 4215

Attention: Not relevant

Not relevant

[@goldling.com.au](mailto:Not relevant@goldling.com.au)

GoldLinq Technical Director Not relevant

Not relevant

[@goldling.com.au](mailto:Not relevant@goldling.com.au)

2. Project Approvals Manager
McConnell Dowell Constructors (Aust) Pty Ltd
Level 2, 7 Bay Street
SOUTHPORT QLD 4215

Attention: Not relevant

Not relevant

[@macdow.com.au](mailto:Not relevant@macdow.com.au)

Not relevant

[@macdow.com.au](mailto:Not relevant@macdow.com.au)

Item

ITEM DETAILS

| | | | |
|-------------------------|--|-------------------------|--|
| Item ID: | 46162 - PDO | Item Type: | Email |
| Date Created: | 27/03/2012 11:20:44 AM | Project ID: | 230/GCRT/001 |
| Date Captured: | 28/05/2012 | Sub Project ID: | |
| Item Format: | Electronic | Other Reference: | |
| Circulation: | | Copies Sent To: | |
| Subject: | Gold Coast Rapid Transit Project - Use of Pimpama Lay Down Site - Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802 | | |
| Function Term: | INFRASTRUCTURE MANAGEMENT | Activity Term: | ROAD AND TRANSPORT PROJECT (SIGNIFICANT) |
| Container Title: | 230/GCRT/001 - Gold Coast City Council - Rapid Transit Planning | Container ID: | 450/00230[1] |

ADDRESSEE

| | | | |
|--------------|-----------------|-----------------|----------------------------------|
| Name: | Justine Aylward | Address: | justine.a.aylward@tmr.qld.gov.au |
|--------------|-----------------|-----------------|----------------------------------|

ACTIONS & OWNERSHIP

| | | | |
|---------------------------------|--|----------------------------------|------------|
| Author: | Joanne F Hailwood | Corporate Author: | |
| Author Title / Position: | Program Support Officer (Management Support) | Complaint Classification: | |
| Business Unit: | Business Support | | |
| Action Officer: | | Last Movement Date: | 22/05/2012 |
| Home Location: | Information Management Compactus - Ground Floor, 36-38 Cotton Street, Nerang | | |

SECURITY & ACCESS

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| Security Classification: | UNCLASSIFIED INFORMATION |
| Security Access: | Unrestricted |

ADDITIONAL INFORMATION

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|---------------------------------------|--|
| Description / Additional Info: | |
|---------------------------------------|--|

DOCUMENT CONTENTS

Gold Coast Rapid Transit Project - Use of Pimpama Lay Down Site - Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802

Jack F Donaghey to: Justine A Aylward 27/03/2012 11:20 AM



Sent by: **Joanne F Hailwood**

Cc: Melita J Goff, Fern H Fisher, Ravena A Gosper, Jack F Donaghey, Gavin A Massingham

[Show Details](#)

Dear all

Please find attached additional blind copy documents supplementing the letter below.

 Bc's (external and internal).pdf  Bc's (external).pdf


2367.12.02.20.0352 Request for use of Pimpama Site.pdf


Pimpama Land Use Assessment Report January 2012.pdf

----- Forwarded by Joanne F Hailwood/SouthEast/QMR/Au on 27/03/2012 11:07 AM -----

From: Jack F Donaghey/SouthEast/QMR/Au
To: @macdow.com.au
Cc: @macdow.com.au, @macdow.com.au,
@goldlinq.com.au, information@goldlinq.com.au
Date: 27/03/2012 11:07 AM
Subject: Gold Coast Rapid Transit Project - Use of Pimpama Lay Down Site - Deed of Licence to Occupy Parts of Lots 1, 2 and 3 on SP238802
Sent by: Joanne F Hailwood

Dear all

Please find attached letter for the above. A hard copy of which will follow.


Letter - GCRT Deed of Licence to Occupy for Use of Pimpama Lay Down Site.pdf

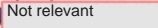
Kind regards,

Jack Donaghey
Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office
Program Delivery & Operations | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

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W: www.tmr.qld.gov.au

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Our Ref: 2367.12.02.20.0352

GCRT D&C Joint Venture
c/o – McConnell Dowell Constructors (Aust) Pty Ltd
Level 7 Tower B
799 Pacific Highway
CHATSWOOD NSW 2067

21 February 2012

The Chief Executive Officer
Department of Transport and Main Roads
South Coast Region
PO Box 442
NERANG QLD 4211

Attn Jack Donaghey

Dear Sir,

**RE: Gold Coast Rapid Transit Project
Use of Pimpama Lay Down Site**

During the tender phase of the Gold Coast Rapid Transit (GCRT) Project, Gold Coast City Council (GCCC) offered all tenderers the use of a GCCC controlled site as a lay down area for Project activities. However, post contract close, GCCC allocated the site for other purposes. Accordingly, a replacement site is required.

A TMR owned lay down site on Pacific Springs Drive, Pimpama has been identified as the best alternative site for the GCRT Project. We therefore request the use of the site for the GCRT Project activities described in the attached Pimpama Site Assessment Report and on the condition of the attached Deed of Licence conditions.

Not relevant

In addition to the Deed of Licence, we note that the Project D&C Contract requires that our use of the site comply at all times with the GCRT Project Deed and State Project Documents.

In considering the use of the site, we have undertaken consultation with TMR GCRT Project Officers. We have also undertaken consultation with GCCC's Planning, Environment and Transport (PET) Division in relation to the proposed use of the site and have agreed to furnish a Transport Management Plan and a Site Environmental Plan addressing matters including noise and dust control for PET endorsement.

Consultation has also occurred with the local GCCC Counsellor who requested the completion of a Dilapidation Survey of the road between the site and the Pacific Motorway.

We understand GCCC have written to TMR confirming their endorsement of the use of the Pimpama lay down site for the GCRT Project Activities described in the Pimpama Site Assessment Report.

Please do not hesitate to contact [Not relevant] MacDow Project Approvals Manager on [Not relevant] should you have any queries in relation to our requested use of the site.

Yours faithfully,
For and on behalf of
GCRT D&C Joint Venture

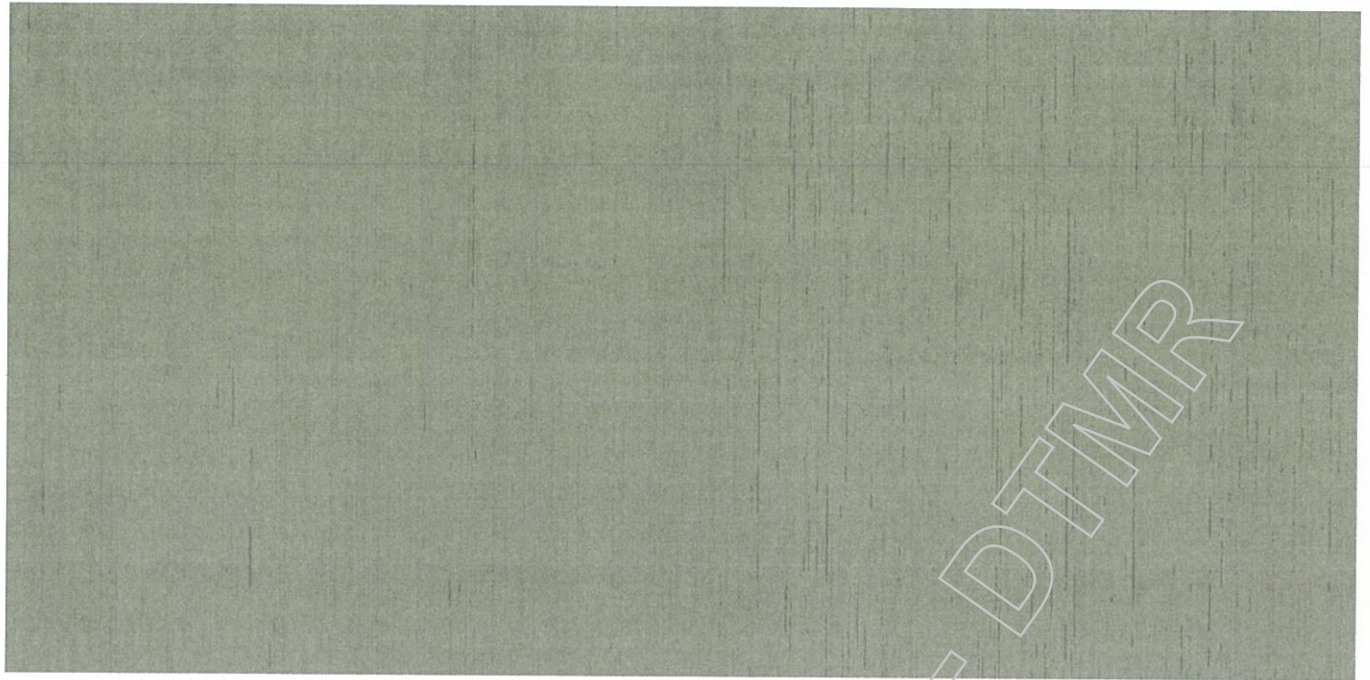
[Not relevant]

D&C JV Project Director

JTC

Encl. Pimpama Site Assessment Report: Gold Coast Rapid Transit Project, January 2011
Proposed Deed of Licence between TMR and MacDow.

cc: [Not relevant] GoldLinQ
[Not relevant] McConnell Dowell Constructors
Bombardier Transportation
Kate Taylor, Department of Transport and Main Roads
Steve Anderson, Gold Coast City Council



PIMPAMA SITE ASSESSMENT

Gold Coast Rapid Transit
Project

January 2012

**MCCONNELL
DOWELL**
CREATIVE CONSTRUCTION™

PIMPAMA SITE ASSESSMENT

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APPENDIX 1: Site Plan

APPENDIX 2: Traffic Management Plan

Document Approval

| Approval | Name | Signature | Date |
|----------|--|-----------|-------------|
| Prepared | Not relevant - Approvals Manager | | 28 Jan 2012 |
| Reviewed | Not relevant - Delivery Director | | 30 Jan 2012 |
| Approved | Not relevant - JV D&C Project Director | | 30 Jan 2012 |

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1 INTRODUCTION

The Queensland Government has appointed the GoldLinQ Consortium of which MacDow is the D&C Contractor, to design, build, operate and maintain Queensland's first light rail system on the Gold Coast. The Gold Coast Rapid Transit (GCRT) project will be delivered as a Public Private Partnership (PPP) between Queensland Government, Gold Coast City Council, the Commonwealth of Australia and GoldLinQ.

Stage One will carry passengers along the 13-kilometre light rail corridor, connecting them from the Gold Coast University Hospital and Griffith University (Health and Knowledge precinct) to the fast growing commercial, retail and recreational centres of Southport, Surfers Paradise and Broadbeach.



Figure 1: Light Rail Vehicle

1.1 REQUIREMENT FOR ADDITIONAL STORAGE SITE

During tender negotiations Gold Coast City Council (GCCC), as a partner to the GCRT Project identified a large GCCC controlled site at Moledindar that was available for use for the storage of large bulky infrastructure components, including the shipment of 60km of rail and 40 sea containers of rail boot. However, GCCC has subsequently required the land for other purposes and the site is no longer available.

The project is therefore in need for a replacement lay down site for the D&C phase. Pimpama has been identified as a suitable site for this purpose. The balance of this report provides:

1. An overview of the site and its physical context
2. A description of the proposed use of the site;
3. An overview of the sites statutory land use context for the proposed use; and
4. An assessment of the suitability of the subject site against the statutory land use context for the proposed GCRT purpose.

2 SITE CONTEXT

2.1 SITE DESCRIPTION

The Pimpama lay down site (the site) is located on Pacific Springs Drive, Pimpama and comprises approximately 5.5Ha being part of lots 1, 2 and 3 on SP238802 (refer appendix 1). The site is located immediately south west of the Pacific Motorway, 1.4km north by road from the Pimpama exit from the Pacific Motorway (refer figure 2).



Figure 2: Pimpama Lay Down Site and Surrounds

The site was resumed by the Department of Transport and Main Roads (TMR) to facilitate the construction of the Pacific Motorway. Prior to its resumption by TMR the site was an operational Golf Course.

Since the sites resumption other infrastructure delivery projects, including the Southern Regional Water Pipeline Project have utilised the site as a lay down area. Three of the golf course better ways have been leveled and had long lineal pads established on them. These betterways are located between rows of planted trees and the established gold course water hazards.

Water and power services are connected to the southern end of the site, which was the location of the site office and workshop for the Southern Regional Water Pipeline Project.

2.2 SURROUNDING ENVIRONMENT

The surrounding environment is characterised by undulating topography with considerable quantities well established trees. Consequently the site is well hidden from surrounding land uses and has a small visual catchment.

The site adjoins the northbound lanes of the Pacific Motorway to its north and is subject to a high level of background noise as a result.

Pimpama State School is located to the sites east. The school is comprised of 12 classrooms from Prep to grade 7. A number of the students walk to school down Rifle Range Road, however the majority are dropped off and picked up by private vehicle.

Rifle Range Road connects directly to the Pacific Motorway and, as can be seen in figure 1 is separated from the Pimpama urban area by Armani Avenue.

The balance of lots 1, 2 and 3 on SP238802 extend to the west and are also characterised as an old golf course.

Rural uses, including a number of dwellings are located to the sites south.

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3 GCRT USE OF THE PIMPAMA LAY DOWN SITE

3.1 OVERVIEW

The proposed use is to temporarily store and undertake basic preparation of GCRT infrastructure components. As described in section 2 above, the site has been found to be suitable and in fact used for this exact purpose previously.

The use would be undertaken in two stages being site preparation and operation, these are detailed below.

Given the sites 25km distance from the GCRT corridor, it is not suited to large numbers of small deliveries, rather it is suited for smaller numbers of large deliveries providing materials directly to the corridor or the smaller lay down areas for the work crews to utilise the next day.

Accordingly, the types of materials stored here and the associated delivery patterns would be very different to the other lay down areas under MacDow management along the GCRT corridor itself. The site provides a new tier of storage capacity providing greater flexibility and efficiency for project operations and consequently to the greater road network.

It is noted that the contract would require the use of the site to be compliant with the complete suite of GCRT project documents including the Stakeholder and Community Engagement, Traffic, Environment and Sustainability Management Plans. These documents highlight MacDow's obligations as GCRT D&C Contractor. The application of these requirements on the subject site requires MacDow give special attention to the adjoining Pimpama State School. Accordingly an overriding approach of MacDow's use of the site is to minimise any potential impacts on the operation of the school.

3.1.1 Site Preparation

The site preparation phase will take approximately 8-12 weeks and will involve the following:

- Stakeholder and Community Engagement;
- Establishment of site fencing;
- Establishment of limited lighting to facilitate night time deliveries. The lighting will be screened to ensure no lighting spill causes nuisance to the Pacific Motorway or dwellings located to the south of the site;
- Establishment of erosion and sediment controls;
- General site preparation including rehabilitation of existing lay down pads; and
- Establishment of ancillary site office facilities.

3.1.2 Site Operation

Following the site preparation phase the operation phase would occur for the remainder of the projects D&C phase until June 2014. Site operation will include:

- Delivery and storage of approximately 60km of rail track from the Port of Brisbane during May 2012 within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Delivery and storage of other rail components including approximately 40 containers of rail boot from the port of Brisbane within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Bulk storage of other project infrastructure components if and when required;
- Preparation of rail track prior to transport to corridor. This will involve light scraping, with a handheld wire brush or light grinding tool over the rail tracks;
- Rail bending may be occasionally required to be undertaken on the site. The shipment will comprise pre bent rail track, however it is expected that some will require modification;

- During peak rail construction where the project is laying some 120m of rail per day, approximately 5 loads of rail will be required to be delivered to the corridor per week within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Up to 3 staff may be permanently based at the site; and
- Various deliveries of other project infrastructure components within the permitted delivery times of the Traffic Management Plan (Appendix 2).

3.1.3 Traffic Management

The MacDow Traffic Manager had the same role during the Southern Regional Water Pipeline Project and is very familiar with the traffic issues of this site. Accordingly MacDow have prepared a robust Traffic Management Plan (Appendix 2) that controls heavy vehicle traffic movements to and from the site.

Key Traffic Management Plan requirements include:

- Prohibiting heavy vehicle traffic movements on school days between 8:00am-9:15 and from 2:30pm till 4:00pm;
- Requirement for flashing beacons on heavy vehicles;
- Restricting all heavy vehicles to 40km/hr along Rifle Range Road; and
- Nominating standing areas for vehicles arriving during a prohibited access period.

3.1.4 Environment

For every relevant GCRT activity the Projects Environment and Sustainability Plan requires the preparation of a site specific Site Environmental Plan (SEP).

MacDow Environmental Advisors will prepare an SEP for the site preparation works required at the site. The SEP will ensure MacDow satisfies its environmental general duty of care under the *Environmental Protection Act 1994* and will specifically identify the following:

- Flora and Fauna Management;
- Weeds and pests;
- Waste management;
- Dust, Noise and Water Quality;
- Fuel and chemical storage;
- Spill Response
- Erosion and sediment control

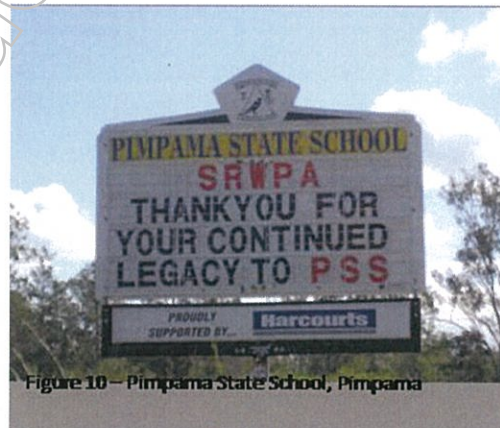


Figure 10 – Pimpama State School, Pimpama

3.1.5 Community and Stakeholder Management

The MacDow Community and Stakeholder Relations Manager held the same role during the Southern Regional Water Pipeline Project and successfully managed the relationship with the Pimpama School, refer figure 3.

Figure 3: Pimpama School Notice Board

The Project Community and Stakeholder Management Plan would require the preparation of flyers and information to be distributed to the adjoining residents. The School and adjoining residents would also be approached in person to explain the works prior to their commencement. These residents would also be distributed regular information via the monthly project newsletter.

4 STATUTORY DOCUMENT ASSESSMENT

The following sections outline the relevant statutory documents relating to the use of the site and provide an assessment of the proposed use against the intent and principles of each.

4.1 SEQ REGIONAL PLAN 2009-2031

The site is located within the Regional Landscape and Rural Production Area of the SEQ Regional Plan, just outside the current Urban Footprint Boundary.

4.1.1 Principle Summary Overview

The relevant principles of the Regional Landscape and Rural Production Area can be summarised as follows:

- Protect and manage the air and acoustic environments (2.3);
- Conserve rural areas to enhance their contribution to the economy and landscape value (s5.2);
- Ensure rural communities benefit from growth (s5.3); and
- Maintain a rural production sector (s5.4).

4.1.2 Assessment

The proposed use is not considered contrary to the intent of the subject principles for the following reasons:

- The proposed activity will not have significant noise or air emissions and given its proximity to the Pacific Motorway, it has high background noise levels.
- The subject site is vacant land not contributing to the rural economy, therefore use of the site as a lay down area will have no negative impact on the rural economy.
- The proposed use is Temporary in nature meaning the proposed use is not restricting the future ability of the site to contribute more directly to the rural economy. Nor is it undertaking permanent development that may involve infrastructure establishment out of sequence.

4.2 GOLD COAST PLANNING SCHEME 2003

4.2.1 Overview

The Subject Site is located within the Emerging Communities Domain on the Gold Coast Planning Scheme 2003. The intent of the Emerging Communities Domain is:

To provide for the development of suitable non-urban land for park living, urban residential, commercial or industrial purposes. To ensure that land identified for future park living or urban uses continues to be available for rural and open spaces uses, until it is required for development.

The site is also subject to the Inter-Urban Break Structure Plan and the following Overlays/Constraints:

- OM10 Potential Bushfire Hazard (Medium & Low potential hazards)
- OM15 Pacific Motorway Service Road Types
- OM16 Unstable Soils
- OM20 Conservation Strategy Plan & Conservation Vegetation on Site
- OM22 Scenic Tourist Routes – land

4.2.2 Definition of Activity under the Gold Coast City Council Planning Scheme 2003

Appropriate Definition: **Public Utility**. The definition of Public Utility is copied below.

Land, buildings, structures or infrastructure, usually owned by a government, local government or government agency (or held and operated through agreement with government, local government or government agencies), or regulated by legislation and used for, or in the nature of, any of the following:

- *Railway and associated facilities, busway and associated facilities, **light rail and associated facilities**, tramway, road transport or air transport purposes;*
- *To transmit or distribute gas, oil or power;*
- *To collect, treat, transmit, store or distribute water;*
- *To collect, treat or dispose of storm or flood water, sewage or sullage;*
- *To provision or maintenance of roads or traffic controls;*
- *The provision of postal, telecommunication, television or broadcasting services; and*
- *Any freestanding structure in the nature of a column, flagpole, antenna, mast, monument or other similar structure.*

This term includes maintenance and storage depots and other facilities used in conjunction with the establishment, use, operation and maintenance of the public utility. It excludes 'telecommunications Facility' as elsewhere defined. This term excludes the use of premises for road transport, maintenance of roads or traffic controls or disposal of stormwater, undertaken by the state government as defined in the Transport Infrastructure Act 1994.

4.2.3 Assessment

The proposed use is not considered contrary to the intent of the Emerging Communities Domain as it is temporary in nature, and therefore still preserving the land for a future comprehensively planned purpose.

However, as highlighted above within the Emerging Communities Domain, the Level of Assessment for a Public Utility is Exempt. Therefore an MCU would not be required under the Scheme.

4.3 SUSTAINABLE PLANNING REGULATION 2009

4.3.1 Overview

Schedule 4 of the Sustainable Planning Regulation 2009 lists development that cannot be declared to be development of a particular type in a Planning Scheme under s232(2) of the Sustainable Planning Act 2009. Section 10A, Table 5 of Schedule 4 specifically lists the following:

All aspects of development carried out before 1 July 2013 for the construction of the light rail project known as the Gold Coast Rapid Transit project, to provide light rail transport infrastructure along the route shown on the map included in the document called 'Gold Coast rapid transit interactive map features' dated 10 March 2011

4.3.2 Assessment

The proposed use of the site is an aspect of the development of the GCRT project. Accordingly, the proposed use of the site is not assessable against the Planning Scheme.

4.4 ENVIRONMENT PROTECTION ACT 1994

4.4.1 Overview

The Environmental Protection Act 1994 (EPA) places an environmental duty of care upon all development activities, requiring the avoidance of environmental harm.

In addition the EPA controls the operation of Environmentally Relevant Activities (ERA). For the GCRT project the Department of Environment and Resource Management has confirmed that the approval of any required ERA's have been divulged to GCCC.

Metal forming which includes 'pressing, forging, extending, extruding, rolling metal' in quantities of greater than 10,000T per year requires an ERA (ERA 19).

4.4.2 Assessment

As mentioned in section 3 above, a Site Environmental Management Plan will be prepared to ensure the proposed use meets the EPA environmental duty of care.

At present we are unsure if our proposed use (bending some rail) will exceed the threshold requiring an ERA. However, following a meeting with GCCC officers we will determine the need for an ERA at this stage.

Released under RTI - DEMR

5 CONCLUSION

The Pimpama Site has been effectively used as a lay down site for infrastructure projects in the past and is considered well suited for use as a lay down site for the GCRT Project activities described above.

The GCRT Community and Stakeholder Manager, and Traffic Manager have both previously used the site for the same purpose on other projects and have demonstrated an excellent understanding of the area and its stakeholders.

Primarily due to the proposed uses temporary nature, the proposed use of the site is not inconsistent with the intent of the SEQ Regional Plan or the GCCC Planning Scheme. This report has demonstrated how the use is not assessable against the GCCC Planning Scheme and how it will be compliant with the Environmental Protection Act 1994.

A key consideration for our use of the Pimpama lay down site is its proximity to Pimpama State School. This report demonstrates that the GCRT Project Documents, together with the implementation of site and activity specific environmental, traffic and stakeholder engagement plans will provide robust management in this matter.

Overall the use of the site will enable the project to proceed without delay and enhance the overall efficiency of project operations and its use of the road network.

Released under RTI 135/05753

**Appendix 1:
Site Plan**

Released under RTI - DTMR



Appendix 2: Traffic Management Plan

Released under RTI - DTMR

**Traffic Management Plan –
Pimpama Traffic Management Plan
GCRT-DC-01TTM01-TMP-PLA-00002**

Revision History

| Rev | Date | Description | Prepared | Reviewed | Approved |
|-----|-------------|----------------|----------|----------|----------|
| A1 | 19 Jan 2012 | Original Issue | | | |
| B1 | 20 Jan 2012 | For Approval | MD | GS | GS |
| B3 | 30 Jan 2011 | Revised | | | GS |
| | | | | | |
| | | | | | |



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Released under RTI - DTMR

Abbreviations and Definitions

| | |
|-----------------|--|
| CTGS | Construction Traffic Guidance Scheme |
| CTMP | Construction Traffic Management Plan |
| D&C | Design and Construction |
| D&C Contractor | Bombardier Transport and McConnell Dowell Constructors team contracted to GoldlinQ to design and construct the Project Works |
| GCCC | Gold Coast City Council |
| GoldlinQ | The consortium contracted to the State to undertake the Project Works |
| IV | Independent Verifier |
| LRV | Light Rail Vehicle |
| Heavy Vehicle | Any Vehicle that requires class MV, HV, HC or MC licence to drive |
| MUTCD | Manual of Uniform Traffic Control Devices |
| NRPM | Non Reflective Pavement Marker |
| PCB | Portable Concrete Barrier |
| Project Works | Means all things, works and materials that D&C Contractor must design, construct, manufacture, install, supply, test and commission in accordance with the State Project Documents, and which includes Temporary Works |
| PSR | Project Scope and Requirements |
| PTMP | Project Traffic Management Plan |
| PUP | Public Utility Plant |
| QPS | Queensland Police Service |
| Returned Works | Means any Project Works which GoldlinQ is required to complete and hand over prior to Completion to the State, an Authority or a property owner, including Public Utility Plant (PUP) Works, Accommodation Works and the PAM Returned Works. |
| RPDM | Road Planning and Design Manual |
| Temporary Works | Means any temporary physical works that D&C Contractor is required to design, supply and construct in order to enable the permanent or Project Works to be constructed, but which are not in themselves permanent |
| The State | The Queensland Government, to whom GoldlinQ is contracted. |
| TMLG | Traffic Management Liaison Group |

TTA TransLink Transit Authority
VMS Variable Message Sign

Released under RTI - DTMR

References

This TMP has been prepared with reference to the following documents:

- > State of Queensland et al, Project Scope and Requirements Annexure 11 – Part 1
- > TMR, Road Planning and Design Manual, 2009
- > TMR, Manual of Uniform Traffic Control Devices, 2010
- > Standards Australia, AS/NZS 1742, 2009
- > TMR, Traffic and Road Use Management Manual
- > Austroads Standards
- > GoldlinQ, Project Traffic Management Plan; Rev 4

Released under RTI - DTMR

Traffic Management Plan

Plan Overview

This Traffic Management Plan (TMP) outlines McConnell Dowell's proposed traffic arrangements for movements of heavy vehicles carrying rail and other construction material for the construction of the Gold Coast Rapid Transit project to and from the property located at the end of Pacific Springs Drive Pimpama.

It details the instructions that shall be issued to all delivery drivers in regards to routes, permissible times and speed limits while making using roads in the area of the property.

Released under RTI - DMR

1. Introduction

The site is a property that belongs to the Queensland Government through the Department of Main Roads and Transport

It was formerly a golf course and during the construction of the Pacific Motorway it was used as a site office / lay down area for TMR.

Since then it was used for several years as an office and construction site storage for the Southern Regional Water Pipeline project.

GoldLinQ propose to use the site for storage of and preparation rail track to be used on the Gold Coast Rapid Transit project.

Access to the site is from the Pacific Motorway (exit 49) along Rifle Range Road and Pacific Springs Drive.

The route passes a housing estate off Rifle Range Road and the Pimpama Primary School.

The intersection of Hotham Creek Rd and Rifle Range Rd is moderately busy as it leads to an alternate route to the Gold Coast Hinterland.

There is an unmarked crossing point across the Rifle Range Road approximately 300m east of Hotham Creek Road which is used by school pedestrians to cross from the housing estates on the southern side of Rifle Range Road to an access path along the northern side of Rifle Range Road.

The school is serviced by several school busses that utilise bus bays in Hotham Creek Road in front of the school.

There is parking available for parents in front of the school (in Hotham Creek Rd.) although a large amount of parents do stop in Pacific Springs Drive on both sides of the road. This creates a potential dangerous situation which we MUST manage.

3 Proposed Traffic Arrangements

3.1 Minimum Traffic Requirements

- All heavy vehicles operating to or from the GoldLinQ area will be prohibited in Rifle Range Rd and Pacific Springs Drive during the following hours on school days.
8.00 am until 9.15 am and from 2.30 pm – 4.00 pm
- All heavy vehicles operating to or from the GoldlinQ area will be restricted to a maximum speed of 40km/h in Rifle Range Rd and Pacific Springs Drive

It should be noted that we have no rights to restrict all other public vehicles throughout this area so therefore it is not possible to install new speed restriction signs.

3.2 Instructions for drivers of Heavy Vehicles.

All drivers of heavy vehicles shall be advised of the following before they commence their journey.

3.2.1 Heavy Vehicles from the north.

- They must not pass Yatala until during the restricted times and 15 minutes before the commencement time (They may utilise the facilities at the service centres at Yatala)
- If they arrive at the exit 49 during the restricted hours or within 5 minutes of the commencement time they are not to cross the highway at the top of the exit. (There is space for short term off road waiting at the top of the ramp)
- A GoldLinQ speed limit of 40km/h applies from Waverly Drive all the way through to the site.
- Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

3.2.2 Heavy Vehicles from the South

- They must not pass Coomera until during the restricted times and 15 minutes before the commencement time (They may utilise the facilities at the service centres at Coomera)
- If they arrive at the exit 49 during the restricted hours or within 5 minutes of the commencement time they are not enter the roundabout at the top of the exit instead there is a slip lane to the right on ramp and they may stay for a short time in the disused bus bay until past the completion of the restricted time.
- A GoldLinQ speed limit of 40km/h applies from Waverly Drive all the way through to the site.
- He Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

3.2.3 Heavy Vehicles leaving site

- No heavy vehicle shall be permitted to leave the site during the restricted times or within 5 minutes of the commencement of the restricted time.
- A GoldLinQ speed limit of 40km/h applies between the site and Waverly Drive
- Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

4 Other Considerations

4.1 Incident and Crash Contingency Plans

The strategies/procedures for Traffic Incident Response and Post Incident Response have been addressed in the GoldLinQ PTMP (Revision 4).

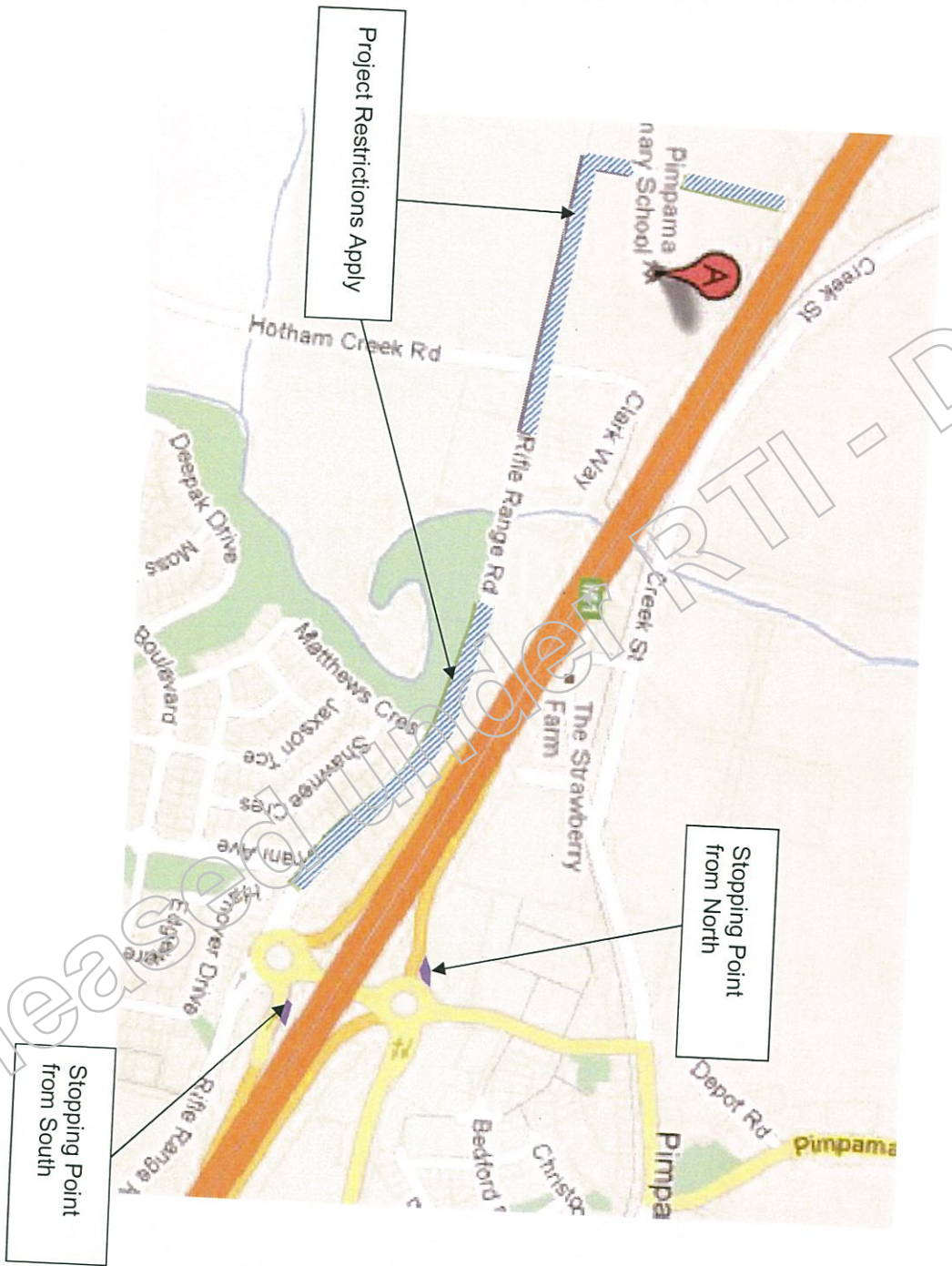
4.2 QPS and Emergency Services

The Queensland Police Service and Fire/Ambulance (Department of Community Services) representatives will be informed in a timely manner of relevant activities proposed within this

TMP via the Traffic Management Liaison Group. Regular updates will be provided to emergency services, including changes to road network configurations and worksite access locations.

Released under RTI - DTMR

5 Area Locations



Re: GCRT Lease for light rail track set down site - Old Pimpama Golf Course site 
SCR Property to: SCR Property
Sent by: Nicole M West 16/01/2014 01:07 PM

16/01/14 - Spoke with Kayleen Rosky from commercial property . Kayleen advised that CP will undertake the wind up and final inspections of the site to terminate the lease . A site contamination assessment is required . Kayleen will contact Not relevant from MacDow directly and copy in the region .

To assist us with management of requests, please respond to our "SCR Property" email address

Kind regards,

Nicole West and Rosemary McBain
Property Team (Land Management)

South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55636 600 | F: (07) 55636 611

E: scr.property@tmr.qld.gov.au

W: www.tmr.qld.gov.au

 Please consider the environment before printing this email

Nicole M West HI Justine, Is your team administering the lea... 15/01/2014 04:15:21 PM

From: Nicole M West/SouthEast/QMR/Au
To: Justine A Aylward/cp1/QMR/Au@QDOT
Cc: SCR Property@QDOT
Date: 15/01/2014 04:15 PM
Subject: GCRT Lease for light rail track set down site - Old Pimpama Golf Course site

HI Justine,

Is your team administering the lease arrangement for this site (Lot 3 on SP238802)?

MacDow wish to finish their lease early? Are there terms in the lease for how the site should be left? The Region is happy to assist by providing our regional inspector Mr. Ken Jarvis services to visit the site to confirm MacDow has met lease termination conditions.

Should I advise Not relevant (MacDow) to deal direct with your group?

Give me a call if you wish to discuss thanks.

Kind regards,

Nikki West
Program Support Coordinator | South Coast Region
Program Delivery And Operations | Department of Transport and Main Roads

Floor 1 | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55636688 | F: (07) 55636611

E: nicole.m.west@tmr.qld.gov.au

W: www.tmr.qld.gov.au



----- Forwarded by Nicole M West/SouthEast/QMR/Au on 15/01/2014 04:05 PM -----

From: Russell J Turner/SouthEast/QMR/Au
To: Nicole M West/SouthEast/QMR/Au@qdot
Date: 15/01/2014 03:22 PM
Subject: Fw: Pimpama site

Hi Nicole,

As discussed. Any assistance appreciated. In further emails about this I will keep you in the loop.

Thanks

Russell Turner

Property Manager - Property & Stakeholder Liaison Team

Gold Coast Rapid Transit project

phone 07 5555 4912 | fax 07 5561 1946
Russell.j.turner@tmr.qld.gov.au

Level 5, Southport Central Tower 3
9 Lawson Street
SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215

www.goldcoastrapidtransit.qld.gov.au

----- Forwarded by Russell J Turner/SouthEast/QMR/Au on 15/01/2014 03:21 PM -----

From: Not relevant @macdow.com.au>
To: Russell.J.Turner@tmr.qld.gov.au
Cc: Paul.T.Grennan@tmr.qld.gov.au, tim.p.oconnor@tmr.qld.gov.au
Date: 14/01/2014 11:15 AM
Subject: Pimpama site

Gents,

We are looking at demobilising from TMR Pimpama Site soon.

Can you please advise who I can have a close out/demobilisation meeting with from the TMR Region on site.

Cheers,

Not relevant

Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd

Level 2, 7 Bay Street, Southport QLD 4215, Australia

p: Not relevant | m: +61 7 5657 7015 | f: +61 7 5657 7015

www.mcconnelldowell.com



MACDOW

Home Without Harm. Everyone Everyday

A member of the GoldLinQ consortium

Delivering a world class Light Rail Transit System for the Gold Coast

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Released under RTI/DTMR



To: Andrew M Coady/cp1/QMR/Au
 Cc:
 Bcc:
 Subject: Re: Lot 3 on SP238802 Old Pimpama Golf Course

Hi Andrew,

Coincidentally I have been dealing with Lot 3 SP238802 in the past few days.

Lot 3 is currently under a lease agreement for the set down of the light rail tracks. The contractor has notified they wish to break their lease early. I have been speaking with Kayleen Rosky in commercial property and she is dealing directly with the contractor MacDow.

Once the lot is vacated and Kayleen advises it is clear the region will advise Lot 3 is surplus. Not relevant

Not relevant

Please let me know if you need any further information.

Kind regards,

Nikki West

Program Support Coordinator | South Coast Region
Program Delivery And Operations | Department of Transport and Main Roads
 Floor 1 | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
 PO Box 442 | Nerang Qld 4211
 P: (07) 55636688 | F: (07) 55636611
 E: nicole.m.west@tmr.qld.gov.au
 W: www.tmr.qld.gov.au



Andrew M Coady Thanks Nikki I have also had an enquiry about... 17/01/2014 02:17:11 PM

From: Andrew M Coady/cp1/QMR/Au
 To: Nicole M West/SouthEast/QMR/Au@qdot
 Date: 17/01/2014 02:17 PM
 Subject: Re: Fw: Loganholme Tourism Precinct

Thanks Nikki

I have also had an enquiry about land at Pimpama being Lot 3 SP238802. This is the land that was/is occupied by GoldinQ.

Not relevant
Not relevant This enquirer has also asked about Lot 3 and whether it may be surplus.

Can you please look into this one and provide some advice.

Thanks

Andrew Coady

Principal Property Officer | Strategic Property Management
Portfolio Investment & Programming | Department of Transport and Main Roads

Floor 2 | Carseldine - GOP Building D | 532 Beams Road | Carseldine Qld 4034

GPO Box 1412 | Brisbane Qld 4001

P: (07) 30660914 | F: (07) 30668228

M: Not relevant

E: andrew.m.coady@tmr.qld.gov.au

W: www.tmr.qld.gov.au



Nicole M West
Andrew M Coady

Hi Andrew, Thanks for seeking comment from...
Hi Nikki Please see below enquiry regarding...

17/01/2014 09:20:54 AM
16/01/2014 03:20:12 PM

Released under RTI - DTMR



Fw: Pimpama site lease handback inspection
Nicole M West to: SCR Property

28/01/2014 02:38 PM

Kind regards,

Nikki West

Program Support Coordinator | South Coast Region

Program Delivery And Operations | Department of Transport and Main Roads

Floor 1 | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55636688 | F: (07) 55636611

E: nicole.m.west@tmr.qld.gov.au

W: www.tmr.qld.gov.au



----- Forwarded by Nicole M West/SouthEast/QMR/Au on 28/01/2014 02:38 PM -----

From: Russell J Turner/SouthEast/QMR/Au
To: Jack F Donaghey/SouthEast/QMR/Au@qdot
Cc: Nicole M West/SouthEast/QMR/Au@qdot, Ken W Jarvis/SouthEast/QMR/Au@qdot, Graham W Meharg/Finance/qdot/au@QDOT
Date: 28/01/2014 02:23 PM
Subject: Pimpama site lease handback inspection

Hi All,

I attended a site meeting today at Pimpama where MacDow, the D & C contractor for the light rail project intends to vacate the site within the next 5 weeks.

In attendance were 3 officers from Property Services and 2 from Mac Dow.




As can be seen from the attached photos, the site was well maintained. As visual inspection of the area where generators were refuelled and the ablutions block indicated no pollution of the area.

MacDow was advised that the State would like to have all the concrete slabs, the test pours of the lines and the other concrete drains pipes, including wooden crates etc. removed, However the fence surrounding the site and all sediment screens are to remain,

In addition, when they leave the site, they will have to replace the concrete wall along the front gate, lock the gate and forward the keys to either property services or SCR. MacDow advised that they wished to remove the fencing as they considered it an asset they could use.

Graham will provide further details about the meeting, in line with the lease documents. Not relevant (from MacDow) will also take on board our request and get back to us.

Please find attached pics of the site, as it is currently.

 20140128_091247.jpg  20140128_091610.jpg
 20140128_091301.jpg  20140128_091359.jpg  20140128_092207.jpg  20140128_092210.jpg
 20140128_091615.jpg  20140128_092159.jpg

Russell Turner

Property Manager - Property & Stakeholder Liaison Team

Gold Coast Rapid Transit project

phone 07 5555 4912 | fax 07 5561 1946
Russell.j.turner@tmr.qld.gov.au

Level 5, Southport Central Tower 3
9 Lawson Street
SOUTHPORT QLD 4215
Locked Bag 56 SOUTHPORT BC QLD 4215

www.goldcoastrapidtransit.qld.gov.au

Released under RTI - DTMR

To: Kayleen A Rosky/cp1/QMR/Au,
Cc: Andrew M Coady/cp1/QMR/Au@QDOT, SCR Property@QDOT,
Bcc:
Subject: Re: Fw: Pimpama site inspection after hand-over

Hi Kayleen,

Thank you for undertaking the end of lease inspection and providing photos of the site. Please be advised SCR are prepared to accept return of the property "as is".

To assist us with management of requests, please respond to our "SCR Property" email address

Kind regards,

Nicole West and Rosemary McBain
Property Team (Land Management)

South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211

P: (07) 55636 600 | F: (07) 55636 611

E: scr.property@tmr.qld.gov.au

W: www.tmr.qld.gov.au

 Please consider the environment before printing this email

Kayleen A Rosky Hi Nikki Our inspector has carried out a final i... 12/03/2014 02:08:30 PM

From: Kayleen A Rosky/cp1/QMR/Au
To: SCR Property@QDOT
Cc: Andrew M Coady/cp1/QMR/Au@QDOT
Date: 12/03/2014 02:08 PM
Subject: Fw: Pimpama site inspection after hand-over

Hi Nikki

Our inspector has carried out a final inspection on the property at Pimpama - as we do not know the condition of the property prior to the tenancy, are you prepared to accept the property "as is" - photo's attached.

[attachment "photo 1.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

[attachment "photo 2.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

[attachment "photo 3.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

[attachment "photo 4.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

Kind regards,

Kayleen Rosky
Advisor (Commercial Property) | Strategic Property Management
Portfolio Investment & Programming | Department of Transport and Main Roads

Floor 1 | Carseldine - GOP Building D | 532 Beams Road | Carseldine Qld 4034
GPO Box 1412 | Brisbane Qld 4001
P: (07) 30666970 | F: (07) 30662057

M: Not relevant
E: kayleen.a.rosky@tmr.qld.gov.au
W: www.tmr.qld.gov.au



----- Forwarded by Kayleen A Rosky/cp1/QMR/Au on 12/03/2014 02:05 PM -----

From: Calvin L Greig/cp1/QMR/Au
To: Andrew M Coady/cp1/QMR/Au@QDOT
Cc: Kayleen A Rosky/cp1/QMR/Au@qdot
Date: 11/03/2014 12:13 PM
Subject: Fw: Pimpama site inspection after hand-over

FYI

I did a site inspection on 6/3/14 and found outstanding items left on site.

Kind regards,

Calvin Greig

Property Inspector | Strategic Property Management

Portfolio Investment & Programming | Department of Transport and Main Roads

Floor 1 | Carseldine - GOP Building D | 532 Beams Road | Carseldine Qld 4034

GPO Box 1412 | Brisbane Qld 4001

P: (07) 30668516 | F: (07) 30662057

E: calvin.l.greig@tmr.qld.gov.au

W: www.tmr.qld.gov.au



----- Forwarded by Calvin L Greig/cp1/QMR/Au on 11/03/2014 12:12 PM -----

From: Calvin L Greig/cp1/QMR/Au
To: Calvin L Greig/cp1/QMR/Au@qdot
Date: 11/03/2014 12:11 PM
Subject: Pimpama site

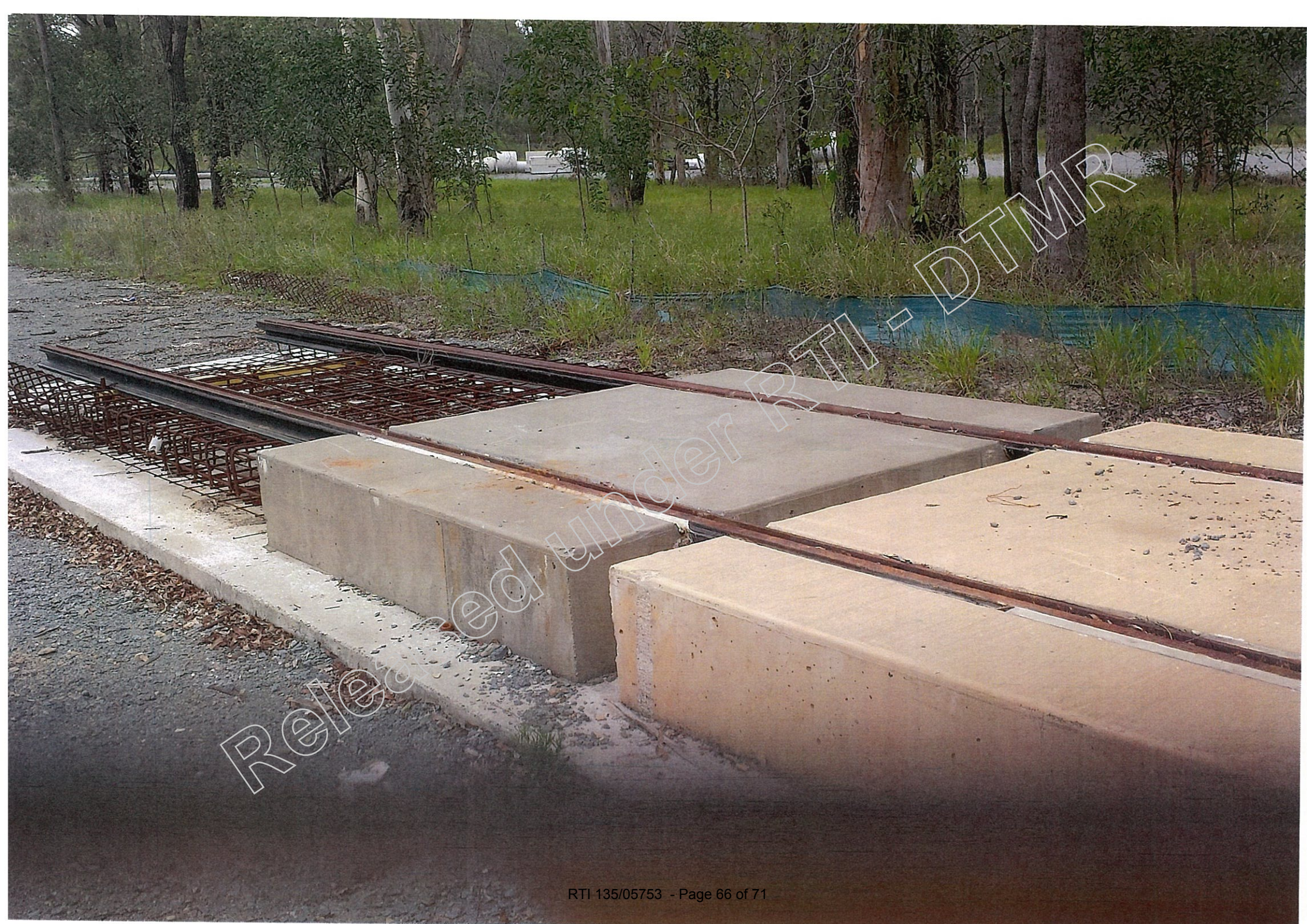
[attachment "photo 1.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

[attachment "photo 2.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

[attachment "photo 3.JPG" deleted by Nicole M West/SouthEast/QMR/Au]

Sent from my iPhone

Released under RTI - DTMR







Released Under E.O. 13526 - DTMR

Item

ITEM DETAILS

| | | | |
|-------------------------|---|-------------------------|------------------------------------|
| Item ID: | 61411 - PDO | Item Type: | Email |
| Date Created: | 21/08/2012 12:06:44 PM | Project ID: | 409/9/1 |
| Date Captured: | 22/08/2012 | Sub Project ID: | |
| Item Format: | Electronic | Other Reference: | |
| Circulation: | | Copies Sent To: | |
| Subject: | Invitation: Land at Pimpama SP238802 (27 Aug 01:00 PM ZE10 in Ground Floor 36-38 Cotton Street, Nerang) | | |
| Function Term: | REAL PROPERTY ACQUISITION AND MANAGEMENT | Activity Term: | RENTAL PROPERTIES/LAND MAINTENANCE |
| Container Title: | South Coast Region - 2011 - 2013 | Container ID: | 495/00042[1] |

ACTIONS & OWNERSHIP

| | | | |
|---------------------------------|--|----------------------------------|------------|
| Author: | Jack F Donaghey | Corporate Author: | |
| Author Title / Position: | Manager (Network Planning & Performance) | Complaint Classification: | |
| Business Unit: | Network Planning & Performance | | |
| Action Officer: | | Last Movement Date: | 22/08/2012 |
| Home Location: | Information Management Compactus - Ground Floor, 36-38 Cotton Street, Nerang | | |

SECURITY & ACCESS

| | |
|---------------------------------|--------------------------|
| Security Classification: | UNCLASSIFIED INFORMATION |
| Security Access: | Unrestricted |

ADDITIONAL INFORMATION

| | |
|---------------------------------------|--|
| Description / Additional Info: | |
|---------------------------------------|--|

DOCUMENT CONTENTS

Fw: Invitation: Land at Pimpama SP238802 (27 Aug 01:00 PM ZE10 in Ground Floor 36-38 Cotton Street, Nerang)

Jack F Donaghey to: SCR Property
Cc: Shianne K Wohlsen, Anne Z Traynor

21/08/2012 12:06 PM
[Show Details](#)

Hello SCR Property,

I have asked Anne to also invite you to the attached meeting. What we will need to have available to discuss at this meeting is:

- o Not relevant
- o status information on the Pimpama land on the other side of the M1 - Lots 1 - 3 on SP238802 (old Pacific Springs Golf Resort), including the final lease area for the McConnell Dowell GCRT lay down area superimposed.

Kind regards,

Jack Donaghey

Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office

manager (Network Planning & Performance) | South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211

PO Box 442 | Nerang Qld 4211

P: (07) 55969420 | F: (07) 55969511

M: Not relevant

E: jack.f.donaghey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

----- Forwarded by Jack F Donaghey/SouthEast/QMR/Au on 21/08/2012 11:32 AM -----



Invitation: Land at Pimpama SP238802

Mon 27/08/2012 1:00 PM - 2:00 PM

Attendance is **required** for Jack F Donaghey

Chair: Kathy.Kingsford@communities.qld.gov.au

Sent By: [Kathy Kingsford <Kathy.Kingsford@communities.qld.gov.au>](mailto:Kathy.Kingsford@communities.qld.gov.au)

Location: Ground Floor 36-38 Cotton Street, Nerang

Kathy.Kingsford@communities.qld.gov.au Kathy.Kingsford has invited you to a meeting. You have not yet responded.

Required: Jack F Donaghey/SouthEast/QMR/Au

Description

When: Monday, 27 August 2012 1:00 PM-2:00 PM (GMT+10:00) Brisbane.

Where: Ground Floor 36-38 Cotton Street, Nerang

Note: The GMT offset above does not reflect daylight saving time adjustments.

~~*~*~*~*~*~*~*~*

Jack, I will be at the GCCC offices in Bundall from 10 am to about midday.

Kathy Kingsford | Manager

Land Use Planning and Coordination; Policy, Research and Planning branch | Sport and Recreation Services | Department of National Parks, Recreation, Sport and Racing <

<http://www.communities.qld.gov.au/>>

T: 07 3235 4592 | M: Not relevant

Justine A Aylward

From: Justine A Aylward
Sent: Tuesday, 17 April 2012 4:22 PM
To: [Not relevant]@macdow.com.au
Cc: [Not relevant]@bigpond.net.au; Graham W Meharg
Subject: Fw: Pimpama Lease - McConnell Dowell

Hi [Not relevant]

I have left a number of messages for you.

Clayton Utz have advised that the preferred form of tenure over the Pimpama site is a lease agreement. On this basis they have prepared the attached draft.

I am [Not relevant] in my absence Graham Meharg and Neil Graham will be looking after this matter.

Regards

Justine Aylward

Principal Advisor (Commercial Property) | Program & Project Delivery / Property Management
Program Development & Management | Department of Transport and Main Roads

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Justine A Aylward

From: Not relevant @macdow.com.au>
Sent: Friday, 4 May 2012 4:25 PM
To: Not relevant @bianond.net.au
Cc: Not relevant Ken W Jarvis; Graham W Meharg; Lauren M Moran; Justine A Aylward
Subject: Pimpama Lease - McConnell Dowell
Attachments: Pimpama Lease - MacDow comments_DOC.zip; mime.gif; mime.gif.001

Not rel,

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FYI I note that your new minister is having a photo opportunity on Wednesday with the Courier Mail either at the Port of Brisbane where some of the rail remains - or at the site.

I also attach a photo showing activity on the site.





Not relevant | Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd
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Subject: Fw: Pimpama Lease - McConnell Dowell

Mark,

see below...

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To: [Not relevant]@macdow.com.au
Cc: [Not relevant]@bigpond.net.au, Graham.W.Meharg@tmr.qld.gov.au
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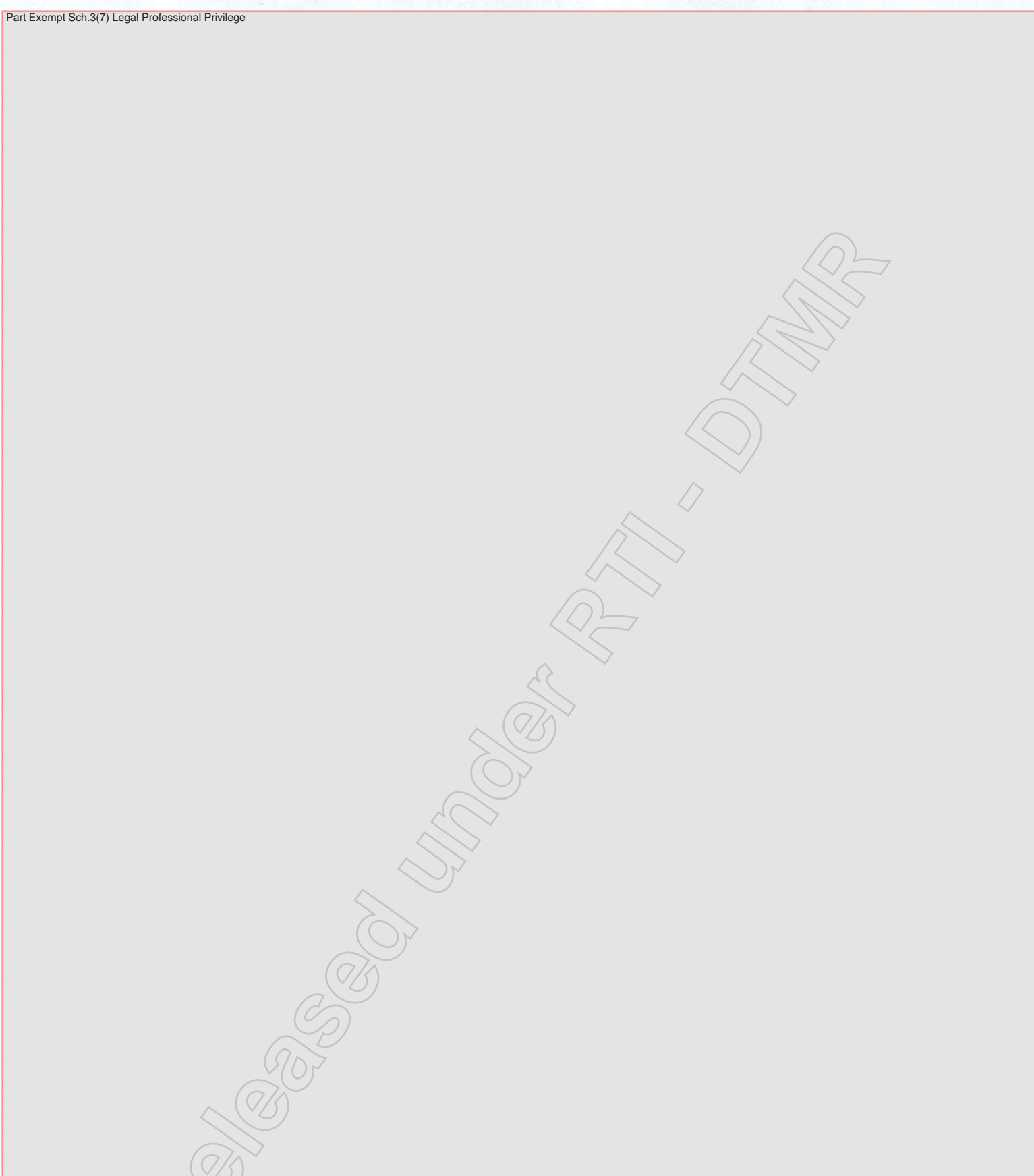
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Our Ref: 2367.12.02.20.0352

GCRT D&C Joint Venture
c/o – McConnell Dowell Constructors (Aust) Pty Ltd
Level 7 Tower B
799 Pacific Highway
CHATSWOOD NSW 2067

21 February 2012

The Chief Executive Officer
Department of Transport and Main Roads
South Coast Region
PO Box 442
NERANG QLD 4211

Attn Jack Donaghey

Dear Sir,

**RE: Gold Coast Rapid Transit Project
Use of Pimpama Lay Down Site**

During the tender phase of the Gold Coast Rapid Transit (GCRT) Project, Gold Coast City Council (GCCC) offered all tenderers the use of a GCCC controlled site as a lay down area for Project activities. However, post contract close, GCCC allocated the site for other purposes. Accordingly, a replacement site is required.

A TMR owned lay down site on Pacific Springs Drive, Pimpama has been identified as the best alternative site for the GCRT Project. We therefore request the use of the site for the GCRT Project activities described in the attached Pimpama Site Assessment Report and on the condition of the attached Deed of Licence conditions.

Not relevant

In addition to the Deed of Licence, we note that the Project D&C Contract requires that our use of the site comply at all times with the GCRT Project Deed and State Project Documents.

In considering the use of the site, we have undertaken consultation with TMR GCRT Project Officers. We have also undertaken consultation with GCCC's Planning, Environment and Transport (PET) Division in relation to the proposed use of the site and have agreed to furnish a Transport Management Plan and a Site Environmental Plan addressing matters including noise and dust control for PET endorsement.

Consultation has also occurred with the local GCCC Counsellor who requested the completion of a Dilapidation Survey of the road between the site and the Pacific Motorway.

We understand GCCC have written to TMR confirming their endorsement of the use of the Pimpama lay down site for the GCRT Project Activities described in the Pimpama Site Assessment Report.

Please do not hesitate to contact [Not relevant], MacDow Project Approvals Manager on [Not relevant] should you have any queries in relation to our requested use of the site.

Yours faithfully,
For and on behalf of
GCRT D&C Joint Venture

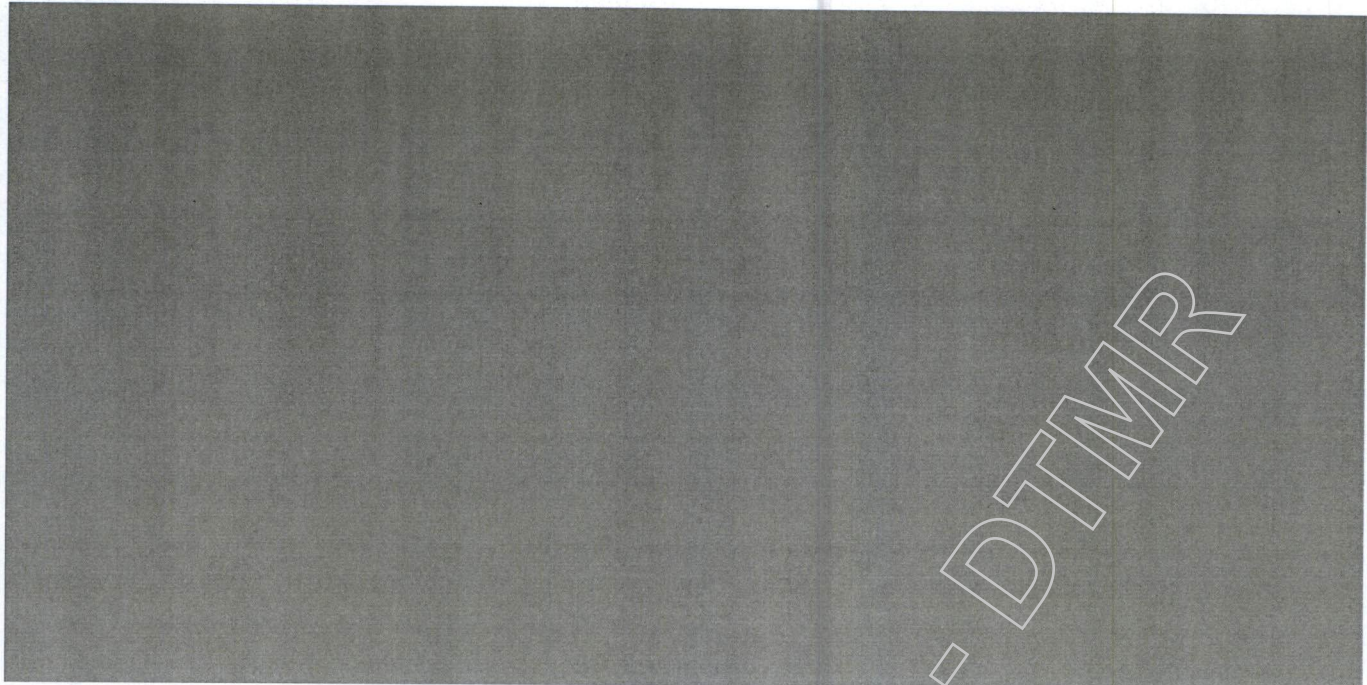
(PH) [Not relevant]
[Not relevant]
D&C JV Project Director

JTC

Encl. Pimpama Site Assessment Report: Gold Coast Rapid Transit Project, January 2011
Proposed Deed of Licence between TMR and MacDow.

cc: [Not relevant] GoldLinQ
[Not relevant] McConnell Dowell Constructors
[Not relevant] Bombardier Transportation
Kate Taylor, Department of Transport and Main Roads
Steve Anderson, Gold Coast City Council

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PIMPAMA SITE ASSESSMENT

**Gold Coast Rapid Transit
Project**

January 2012

**McCONNELL
DOWELL**
CREATIVE CONSTRUCTION™

PIMPAMA SITE ASSESSMENT

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APPENDIX 1: Site Plan

APPENDIX 2: Traffic Management Plan

Document Approval

| Approval | Name | Signature | Date |
|----------|--|-----------|-------------|
| Prepared | Not relevant – Approvals Manager | | 28 Jan 2012 |
| Reviewed | Not relevant – Delivery Director | | 30 Jan 2012 |
| Approved | Not relevant – JV D&C Project Director | | 30 Jan 2012 |

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1 INTRODUCTION

The Queensland Government has appointed the GoldLinQ Consortium of which MacDow is the D&C Contractor, to design, build, operate and maintain Queensland's first light rail system on the Gold Coast. The Gold Coast Rapid Transit (GCRT) project will be delivered as a Public Private Partnership (PPP) between Queensland Government, Gold Coast City Council, the Commonwealth of Australia and GoldLinQ.

Stage One will carry passengers along the 13-kilometre light rail corridor, connecting them from the Gold Coast University Hospital and Griffith University (Health and Knowledge precinct) to the fast growing commercial, retail and recreational centres of Southport, Surfers Paradise and Broadbeach.

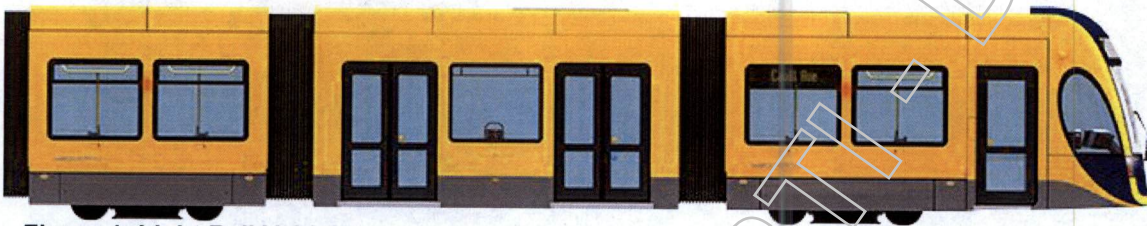


Figure 1: Light Rail Vehicle

1.1 REQUIREMENT FOR ADDITIONAL STORAGE SITE

During tender negotiations Gold Coast City Council (GCCC), as a partner to the GCRT Project identified a large GCCC controlled site at Moledindar that was available for use for the storage of large bulky infrastructure components, including the shipment of 60km of rail and 40 sea containers of rail boot. However, GCCC has subsequently required the land for other purposes and the site is no longer available.

The project is therefore in need for a replacement lay down site for the D&C phase. Pimpama has been identified as a suitable site for this purpose. The balance of this report provides:

1. An overview of the site and its physical context
2. A description of the proposed use of the site;
3. An overview of the sites statutory land use context for the proposed use; and
4. An assessment of the suitability of the subject site against the statutory land use context for the proposed GCRT purpose.

2 SITE CONTEXT

2.1 SITE DESCRIPTION

The Pimpama lay down site (the site) is located on Pacific Springs Drive, Pimpama and comprises approximately 5.5Ha being part of lots 1, 2 and 3 on SP238802 (refer appendix 1). The site is located immediately south west of the Pacific Motorway, 1.4km north by road from the Pimpama exit from the Pacific Motorway (refer figure 2).



Figure 2: Pimpama Lay Down Site and Surrounds

The site was resumed by the Department of Transport and Main Roads (TMR) to facilitate the construction of the Pacific Motorway. Prior to its resumption by TMR the site was an operational Golf Course.

Since the sites resumption other infrastructure delivery projects, including the Southern Regional Water Pipeline Project have utilised the site as a lay down area. Three of the golf course better ways have been leveled and had long lineal pads established on them. These betterways are located between rows of planted trees and the established gold course water hazards.

Water and power services are connected to the southern end of the site, which was the location of the site office and workshop for the Southern Regional Water Pipeline Project.

2.2 SURROUNDING ENVIRONMENT

The surrounding environment is characterised by undulating topography with considerable quantities well established trees. Consequently the site is well hidden from surrounding land uses and has a small visual catchment.

The site adjoins the northbound lanes of the Pacific Motorway to its north and is subject to a high level of background noise as a result.

Pimpama State School is located to the sites east. The school is comprised of 12 classrooms from Prep to grade 7. A number of the students walk to school down Rifle Range Road, however the majority are dropped off and picked up by private vehicle.

Rifle Range Road connects directly to the Pacific Motorway and, as can be seen in figure 1 is separated from the Pimpama urban area by Armani Avenue.

The balance of lots 1, 2 and 3 on SP238802 extend to the west and are also characterised as an old golf course.

Rural uses, including a number of dwellings are located to the sites south.

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3 GCRT USE OF THE PIMPAMA LAY DOWN SITE

3.1 OVERVIEW

The proposed use is to temporarily store and undertake basic preparation of GCRT infrastructure components. As described in section 2 above, the site has been found to be suitable and in fact used for this exact purpose previously.

The use would be undertaken in two stages being site preparation and operation, these are detailed below.

Given the sites 25km distance from the GCRT corridor, it is not suited to large numbers of small deliveries, rather it is suited for smaller numbers of large deliveries providing materials directly to the corridor or the smaller lay down areas for the work crews to utilise the next day.

Accordingly, the types of materials stored here and the associated delivery patterns would be very different to the other lay down areas under MacDow management along the GCRT corridor itself. The site provides a new tier of storage capacity providing greater flexibility and efficiency for project operations and consequently to the greater road network.

It is noted that the contract would require the use of the site to be compliant with the complete suite of GCRT project documents including the Stakeholder and Community Engagement, Traffic, Environment and Sustainability Management Plans. These documents highlight MacDow's obligations as GCRT D&C Contractor. The application of these requirements on the subject site requires MacDow give special attention to the adjoining Pimpama State School. Accordingly an overriding approach of MacDow's use of the site is to minimise any potential impacts on the operation of the school.

3.1.1 Site Preparation

The site preparation phase will take approximately 8-12 weeks and will involve the following:

- Stakeholder and Community Engagement;
- Establishment of site fencing;
- Establishment of limited lighting to facilitate night time deliveries. The lighting will be screened to ensure no lighting spill causes nuisance to the Pacific Motorway or dwellings located to the south of the site;
- Establishment of erosion and sediment controls;
- General site preparation including rehabilitation of existing lay down pads; and
- Establishment of ancillary site office facilities.

3.1.2 Site Operation

Following the site preparation phase the operation phase would occur for the remainder of the projects D&C phase until June 2014. Site operation will include:

- Delivery and storage of approximately 60km of rail track from the Port of Brisbane during May 2012 within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Delivery and storage of other rail components including approximately 40 containers of rail boot from the port of Brisbane within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Bulk storage of other project infrastructure components if and when required;
- Preparation of rail track prior to transport to corridor. This will involve light scraping, with a handheld wire brush or light grinding tool over the rail tracks;
- Rail bending may be occasionally required to be undertaken on the site. The shipment will comprise pre bent rail track, however it is expected that some will require modification;

- During peak rail construction where the project is laying some 120m of rail per day, approximately 5 loads of rail will be required to be delivered to the corridor per week within the permitted delivery times of the Traffic Management Plan (Appendix 2);
- Up to 3 staff may be permanently based at the site; and
- Various deliveries of other project infrastructure components within the permitted delivery times of the Traffic Management Plan (Appendix 2).

3.1.3 Traffic Management

The MacDow Traffic Manager had the same role during the Southern Regional Water Pipeline Project and is very familiar with the traffic issues of this site. Accordingly MacDow have prepared a robust Traffic Management Plan (Appendix 2) that controls heavy vehicle traffic movements to and from the site.

Key Traffic Management Plan requirements include:

- Prohibiting heavy vehicle traffic movements on school days between 8:00am-9:15 and from 2:30pm till 4:00pm;
- Requirement for flashing beacons on heavy vehicles;
- Restricting all heavy vehicles to 40km/hr along Rifle Range Road; and
- Nominating standing areas for vehicles arriving during a prohibited access period.

3.1.4 Environment

For every relevant GCRT activity the Projects Environment and Sustainability Plan requires the preparation of a site specific Site Environmental Plan (SEP).

MacDow Environmental Advisors will prepare an SEP for the site preparation works required at the site. The SEP will ensure MacDow satisfies its environmental general duty of care under the *Environmental Protection Act 1994* and will specifically identify the following:

- Flora and Fauna Management;
- Weeds and pests;
- Waste management;
- Dust, Noise and Water Quality;
- Fuel and chemical storage;
- Spill Response
- Erosion and sediment control

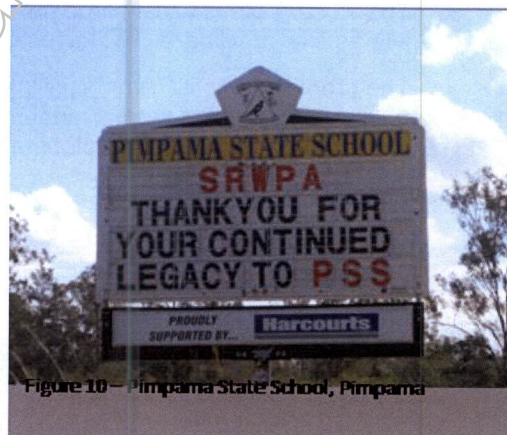


Figure 10 – Pimpama State School, Pimpama

3.1.5 Community and Stakeholder Management

The MacDow Community and Stakeholder Relations Manager held the same role during the Southern Regional Water Pipeline Project and successfully managed the relationship with the Pimpama School, refer figure 3.

The Project Community and Stakeholder Management Plan would require the preparation of flyers and information to be distributed to the adjoining residents. The School and adjoining residents would also be approached in person to explain the works prior to their commencement. These residents would also be distributed regular information via the monthly project newsletter.

Figure 3: Pimpama School Notice Board

4 STATUTORY DOCUMENT ASSESSMENT

The following sections outline the relevant statutory documents relating to the use of the site and provide an assessment of the proposed use against the intent and principles of each.

4.1 SEQ REGIONAL PLAN 2009-2031

The site is located within the Regional Landscape and Rural Production Area of the SEQ Regional Plan, just outside the current Urban Footprint Boundary.

4.1.1 Principle Summary Overview

The relevant principles of the Regional Landscape and Rural Production Area can be summarised as follows:

- Protect and manage the air and acoustic environments (2.3);
- Conserve rural areas to enhance their contribution to the economy and landscape value (s5.2);
- Ensure rural communities benefit from growth (s5.3); and
- Maintain a rural production sector (s5.4).

4.1.2 Assessment

The proposed use is not considered contrary to the intent of the subject principles for the following reasons:

- The proposed activity will not have significant noise or air emissions and given its proximity to the Pacific Motorway, it has high background noise levels.
- The subject site is vacant land not contributing to the rural economy, therefore use of the site as a lay down area will have no negative impact on the rural economy.
- The proposed use is Temporary in nature meaning the proposed use is not restricting the future ability of the site to contribute more directly to the rural economy. Nor is it undertaking permanent development that may involve infrastructure establishment out of sequence.

4.2 GOLD COAST PLANNING SCHEME 2003

4.2.1 Overview

The Subject Site is located within the Emerging Communities Domain on the Gold Coast Planning Scheme 2003. The intent of the Emerging Communities Domain is:

To provide for the development of suitable non-urban land for park living, urban residential, commercial or industrial purposes. To ensure that land identified for future park living or urban uses continues to be available for rural and open spaces uses, until it is required for development.

The site is also subject to the Inter-Urban Break Structure Plan and the following Overlays/Constraints:

- OM10 Potential Bushfire Hazard (Medium & Low potential hazards)
- OM15 Pacific Motorway Service Road Types
- OM16 Unstable Soils
- OM20 Conservation Strategy Plan & Conservation Vegetation on Site
- OM22 Scenic Tourist Routes – land

4.2.2 Definition of Activity under the Gold Coast City Council Planning Scheme 2003

Appropriate Definition: **Public Utility**. The definition of Public Utility is copied below.

Land, buildings, structures or infrastructure, usually owned by a government, local government or government agency (or held and operated through agreement with government, local government or government agencies), or regulated by legislation and used for, or in the nature of, any of the following:

- *Railway and associated facilities, busway and associated facilities, **light rail and associated facilities**, tramway, road transport or air transport purposes;*
- *To transmit or distribute gas, oil or power;*
- *To collect, treat, transmit, store or distribute water;*
- *To collect, treat or dispose of storm or flood water, sewage or sullage;*
- *To provision or maintenance of roads or traffic controls;*
- *The provision of postal, telecommunication, television or broadcasting services; and*
- *Any freestanding structure in the nature of a column, flagpole, antenna, mast, monument or other similar structure.*

This term includes maintenance and storage depots and other facilities used in conjunction with the establishment, use, operation and maintenance of the public utility. It excludes 'telecommunications Facility' as elsewhere defined. This term excludes the use of premises for road transport, maintenance of roads or traffic controls or disposal of stormwater, undertaken by the state government as defined in the Transport Infrastructure Act 1994.

4.2.3 Assessment

The proposed use is not considered contrary to the intent of the Emerging Communities Domain as it is temporary in nature, and therefore still preserving the land for a future comprehensively planned purpose.

However, as highlighted above within the Emerging Communities Domain, the Level of Assessment for a Public Utility is Exempt. Therefore an MCU would not be required under the Scheme.

4.3 SUSTAINABLE PLANNING REGULATION 2009

4.3.1 Overview

Schedule 4 of the Sustainable Planning Regulation 2009 lists development that cannot be declared to be development of a particular type in a Planning Scheme under s232(2) of the Sustainable Planning Act 2009. Section 10A, Table 5 of Schedule 4 specifically lists the following:

All aspects of development carried out before 1 July 2013 for the construction of the light rail project known as the Gold Coast Rapid Transit project, to provide light rail transport infrastructure along the route shown on the map included in the document called 'Gold Coast rapid transit interactive map features' dated 10 March 2011

4.3.2 Assessment

The proposed use of the site is an aspect of the development of the GCRT project. Accordingly, the proposed use of the site is not assessable against the Planning Scheme.

4.4 ENVIRONMENT PROTECTION ACT 1994

4.4.1 Overview

The Environmental Protection Act 1994 (EPA) places an environmental duty of care upon all development activities, requiring the avoidance of environmental harm.

In addition the EPA controls the operation of Environmentally Relevant Activities (ERA). For the GCRT project the Department of Environment and Resource Management has confirmed that the approval of any required ERA's have been divulged to GCCC.

Metal forming which includes 'pressing, forging, extending, extruding, rolling metal' in quantities of greater than 10,000T per year requires an ERA (ERA 19).

4.4.2 Assessment

As mentioned in section 3 above, a Site Environmental Management Plan will be prepared to ensure the proposed use meets the EPA environmental duty of care.

At present we are unsure if our proposed use (bending some rail) will exceed the threshold requiring an ERA. However, following a meeting with GCCC officers we will determine the need for an ERA at this stage.

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5 CONCLUSION

The Pimpama Site has been effectively used as a lay down site for infrastructure projects in the past and is considered well suited for use as a lay down site for the GCRT Project activities described above.

The GCRT Community and Stakeholder Manager, and Traffic Manager have both previously used the site for the same purpose on other projects and have demonstrated an excellent understanding of the area and its stakeholders.

Primarily due to the proposed uses temporary nature, the proposed use of the site is not inconsistent with the intent of the SEQ Regional Plan or the GCCC Planning Scheme. This report has demonstrated how the use is not assessable against the GCCC Planning Scheme and how it will be compliant with the Environmental Protection Act 1994.

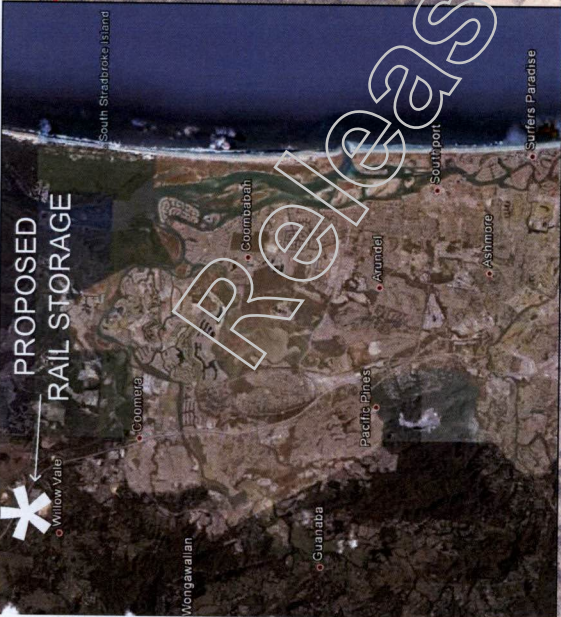
A key consideration for our use of the Pimpama lay down site is its proximity to Pimpama State School. This report demonstrates that the GCRT Project Documents, together with the implementation of site and activity specific environmental, traffic and stakeholder engagement plans will provide robust management in this matter.

Overall the use of the site will enable the project to proceed without delay and enhance the overall efficiency of project operations and its use of the road network.

Released under RTI 135/05753

**Appendix 1:
Site Plan**

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**Appendix 2:
Traffic Management Plan**

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**Traffic Management Plan –
Pimpama Traffic Management Plan
GCRT-DC-01TTM01/TMP-PLA-00002**

Revision History

| Rev | Date | Description | Prepared | Reviewed | Approved |
|-----|-------------|----------------|----------|----------|----------|
| A1 | 19 Jan 2012 | Original Issue | | | |
| B1 | 20 Jan 2012 | For Approval | MD | GS | GS |
| B3 | 30 Jan 2011 | Revised | | | GS |
| | | | | | |
| | | | | | |

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Abbreviations and Definitions

| | |
|-----------------|--|
| CTGS | Construction Traffic Guidance Scheme |
| CTMP | Construction Traffic Management Plan |
| D&C | Design and Construction |
| D&C Contractor | Bombardier Transport and McConnell Dowell Constructors team contracted to GoldlinQ to design and construct the Project Works |
| GCCC | Gold Coast City Council |
| GoldlinQ | The consortium contracted to the State to undertake the Project Works |
| IV | Independent Verifier |
| LRV | Light Rail Vehicle |
| Heavy Vehicle | Any Vehicle that requires class MV, HV, HC or MC licence to drive |
| MUTCD | Manual of Uniform Traffic Control Devices |
| NRPM | Non Reflective Pavement Marker |
| PCB | Portable Concrete Barrier |
| Project Works | Means all things, works and materials that D&C Contractor must design, construct, manufacture, install, supply, test and commission in accordance with the State Project Documents, and which includes Temporary Works |
| PSR | Project Scope and Requirements |
| PTMP | Project Traffic Management Plan |
| PUP | Public Utility Plant |
| QPS | Queensland Police Service |
| Returned Works | Means any Project Works which GoldlinQ is required to complete and hand over prior to Completion to the State, an Authority or a property owner, including Public Utility Plant (PUP) Works, Accommodation Works and the PAM Returned Works. |
| RPDM | Road Planning and Design Manual |
| Temporary Works | Means any temporary physical works that D&C Contractor is required to design, supply and construct in order to enable the permanent or Project Works to be constructed, but which are not in themselves permanent |
| The State | The Queensland Government, to whom GoldlinQ is contracted. |
| TMLG | Traffic Management Liaison Group |

TTA TransLink Transit Authority

VMS Variable Message Sign

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References

This TMP has been prepared with reference to the following documents:

- > State of Queensland et al, Project Scope and Requirements Annexure 11 – Part 1
- > TMR, Road Planning and Design Manual, 2009
- > TMR, Manual of Uniform Traffic Control Devices, 2010
- > Standards Australia, AS/NZS 1742, 2009
- > TMR, Traffic and Road Use Management Manual
- > Austroads Standards
- > GoldlinQ, Project Traffic Management Plan; Rev 4

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Traffic Management Plan

Plan Overview

This Traffic Management Plan (TMP) outlines McConnell Dowell's proposed traffic arrangements for movements of heavy vehicles carrying rail and other construction material for the construction of the Gold Coast Rapid Transit project to and from the property located at the end of Pacific Springs Drive Pimpama.

It details the instructions that shall be issued to all delivery drivers in regards to routes, permissible times and speed limits while making using roads in the area of the property.

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1. Introduction

The site is a property that belongs to the Queensland Government through the Department of Main Roads and Transport

It was formerly a golf course and during the construction of the Pacific Motorway it was used as a site office / lay down area for TMR.

Since then it was used for several years as an office and construction site storage for the Southern Regional Water Pipeline project.

GoldLinQ propose to use the site for storage of and preparation rail track to be used on the Gold Coast Rapid Transit project.

Access to the site is from the Pacific Motorway (exit 49) along Rifle Range Road and Pacific Springs Drive.

The route passes a housing estate off Rifle Range Road and the Pimpama Primary School.

The intersection of Hotham Creek Rd and Rifle Range Rd is moderately busy as it leads to an alternate route to the Gold Coast Hinterland.

There is an unmarked crossing point across the Rifle Range Road approximately 300m east of Hotham Creek Road which is used by school pedestrians to cross from the housing estates on the southern side of Rifle Range Road to an access path along the northern side of Rifle Range Road.

The school is serviced by several school busses that utilise bus bays in Hotham Creek Road in front of the school.

There is parking available for parents in front of the school (in Hotham Creek Rd.) although a large amount of parents do stop in Pacific Springs Drive on both sides of the road. This creates a potential dangerous situation which we MUST manage.

3 Proposed Traffic Arrangements

3.1 Minimum Traffic Requirements

- All heavy vehicles operating to or from the GoldLinQ area will be prohibited in Rifle Range Rd and Pacific Springs Drive during the following hours on school days.

8.00 am until 9.15 am and from 2.30 pm – 4.00 pm

- All heavy vehicles operating to or from the GoldlinQ area will be restricted to a maximum speed of 40km/h in Rifle Range Rd and Pacific Springs Drive

It should be noted that we have no rights to restrict all other public vehicles throughout this area so therefore it is not possible to install new speed restriction signs.

3.2 Instructions for drivers of Heavy Vehicles.

All drivers of heavy vehicles shall be advised of the following before they commence their journey.

3.2.1 Heavy Vehicles from the north.

- They must not pass Yatala until during the restricted times and 15 minutes before the commencement time (They may utilise the facilities at the service centres at Yatala)
- If they arrive at the exit 49 during the restricted hours or within 5 minutes of the commencement time they are not to cross the highway at the top of the exit. (There is space for short term off road waiting at the top of the ramp)
- A GoldLinQ speed limit of 40km/h applies from Waverly Drive all the way through to the site.
- Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

3.2.2 Heavy Vehicles from the South

- They must not pass Coomera until during the restricted times and 15 minutes before the commencement time (They may utilise the facilities at the service centres at Coomera)
- If they arrive at the exit 49 during the restricted hours or within 5 minutes of the commencement time they are not enter the roundabout at the top of the exit instead there is a slip lane to the right on ramp and they may stay for a short time in the disused bus bay until past the completion of the restricted time.
- A GoldLinQ speed limit of 40km/h applies from Waverly Drive all the way through to the site.
- He Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

3.2.3 Heavy Vehicles leaving site

- No heavy vehicle shall be permitted to leave the site during the restricted times or within 5 minutes of the commencement of the restricted time.
- A GoldLinQ speed limit of 40km/h applies between the site and Waverly Drive
- Flashing Beacons shall be operating on all Heavy vehicles between Waverly Rd and the site.
- There will be no standing of heavy vehicles at any time between Waverly Rd and the site

4 Other Considerations

4.1 Incident and Crash Contingency Plans

The strategies/procedures for Traffic Incident Response and Post Incident Response have been addressed in the GoldLinQ PTMP (Revision 4).

4.2 QPS and Emergency Services

The Queensland Police Service and Fire/Ambulance (Department of Community Services) representatives will be informed in a timely manner of relevant activities proposed within this



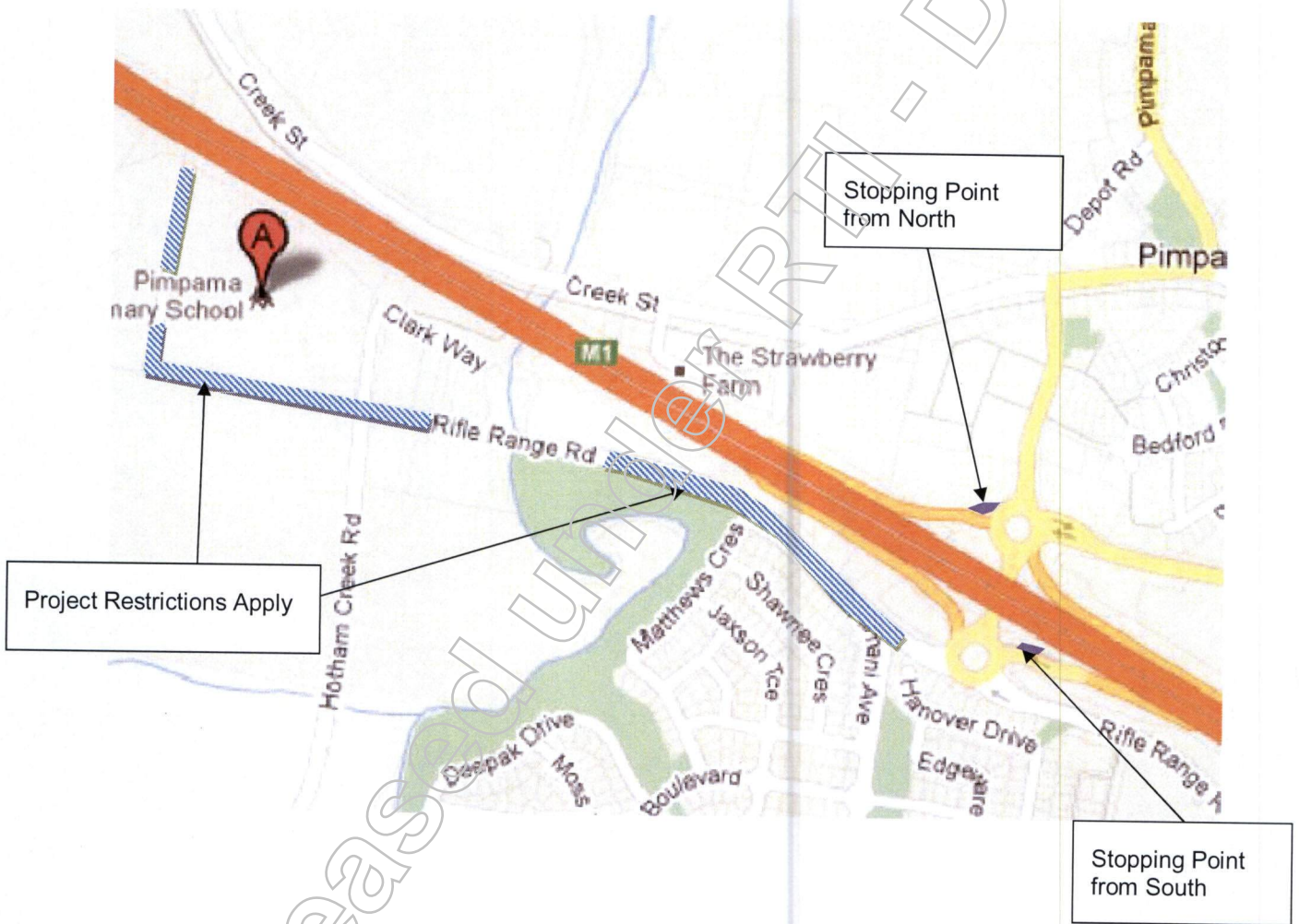
BOMBARDIER



TMP via the Traffic Management Liaison Group. Regular updates will be provided to emergency services, including changes to road network configurations and worksite access locations.

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5 Area Locations



Justine A Aylward

From: Justine D Schmidt
Sent: Tuesday, 20 March 2012 1:50 PM
To: Dale L Toohey
Cc: Graham W Meharg; Justine A Aylward; Roderick J Melloy; Steve Chapman
Subject: Re: Pacific Springs Drive, Pimpama

Hi Dale,

Please do not demolish this building. I will investigate further and advise. People interested in this site are also interested in the building.

Kind regards,

Justine Schmidt

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads
Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001

P: (07) 38348034 | F: (07) 38342023

M: Not relevant

E: justine.d.schmidt@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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 Please consider the environment before printing this email

From: Dale L Toohey/cp1/QMR/Au
To: Justine D Schmidt/cp1/QMR/Au@qdot
Cc: Graham W Meharg/Finance/qdot/au@QDOT, Roderick J Melloy/cp1/QMR/Au@QDOT, Justine A Aylward/cp1/QMR/Au@QDOT
Date: 20/03/2012 01:44 PM
Subject: Pacific Springs Drive, Pimpama

Good afternoon Justine S,

per my conversation with Justine A this afternoon, we require some further information on this property.

Recommendation is demolition. Please advise.

Kind regards,

Dale Toohey

Contractor Property Management | Program & Project Delivery / Property Management
Program Development & Management | Department of Transport and Main Roads


Floor 2 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001

P: (07) 3834 2021 | F: (07) 38342057

E: dale.l.toohey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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 Please consider the environment before printing this email

Cathy R Hunt

From: [Not relevant] <[Not relevant]@bigpond.net.au>
Sent: Friday, 6 July 2012 4:13 PM
To: [Not relevant]
Cc: [Not relevant] Justine A Aylward
Subject: RE: Pimpama Lease - updated latest draft

[Not relevant]

Thank you and [Not relevant] for the way you negotiated this matter. As I stated some time back I believe the lease is fair on both parties.

I have asked [Not relevant] to send you the final lease documents for signing. Mr Michael Campbell from TMR has the delegation to sign on behalf of TMR.

Please let me know if you have any queries.

Thanks again

[Not relevant]

(Certified Practising Valuer)

[Not relevant]

[Not relevant] <[Not relevant]@bigpond.net.au>

From: [Not relevant] [mailto:[Not relevant]@macdow.com.au]
Sent: Friday, 6 July 2012 3:39 PM
To: [Not relevant]
Cc: Justine.A.Aylward@tmr.qld.gov.au; [Not relevant]
Subject: RE: Pimpama Lease - updated latest draft

[Not relevant]

I do believe the torture is over! I can confirm that we can sign this agreement.

Please pass on our thanks to all involved.

Have a good weekend.

Regards,

[Not relevant]

Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd

Level 2, 7 Bay Street, Southport QLD 4215, Australia

p: [Not relevant] m: [Not relevant] | f: +61 -7-5657-7015

www.mcconnelldowell.com

Pages 79 through 82 redacted for the following reasons:

Exempt Sch.3(7) Legal Professional Privilege

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Lease - Pimpama

State of Queensland (represented by the Department of Transport and Main Roads)

Lessor

McConnell Dowell Constructors (Aust) Pty Ltd

ACN 002 929 017

Lessee

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Lease dated

2012

Parties

The State of Queensland (represented by Department of Transport and Main Roads) of Floor 4, 477 Boundary Street, Spring Hill Qld 4000 (**Lessor**)

The party referred to in item 1 (Lessee)

Background

- A. The Lessor owns the Land.
- B. The Lessee has asked the Lessor to grant the Lessee a lease to use the Premises for the Permitted Use.
- C. The Lessor has agreed to grant the lease to the Lessee subject to the terms and conditions of this Lease.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Lease:

Authorisation means notices or notifications, directions, authorities, orders, consents, approvals, licenses, permits, exemptions, certificates or any other authorisation from a competent authority or Government Authority including but not limited to those in relation to local government requirements, development, building and planning applications, environmental matters, cultural and heritage matters and health and safety.

Commencement Date means the date in item 3.

"Contamination" means anything (including a solid, liquid, gas, odour, temperature, heat, sound, vibration, radiation or substance) which make or may make the Land, the Premises or the surrounding Environment;

- (a) unsafe or unfit for use, habitation or occupation by persons or animals; or
- (b) otherwise environmentally degraded; or
- (c) materially diminished in value; and

"Contaminant" has a corresponding meaning.

"Environment" and derivatives of this term has all the meanings given to it or any similar term in laws in Queensland and includes all aspects of human surroundings.

"Environmental Law" means a Statute relating to the Environment, including but not limited to a Statute relating to – the use of land; planning, environmental assessment; the environmental heritage; water; water catchments; pollution of air, soil, ground water or water; noise; soil; chemicals; pesticides; hazardous substances; radioactive substances; the ozone layer; waste; dangerous goods; building regulation; the occupation of buildings; public health; environmental hazard; any aspect of protection of the Environment; or the enforcement or administration of any such Statute and includes, but is not limited to, the *Environmental Protection Act 1994* (Qld), the *Integrated Planning Act 1997* (Qld), the *Queensland Heritage Act 1992*, the *Nature Conservation Act* and the *Environment Protection and Biodiversity Conservation Act 1999* (Commonwealth).

Event of Insolvency means:

- (a) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of the Lessor under a solvent scheme of arrangement pursuant to Part 5.1 of the Corporations Act 2001 (Cth);
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened, a resolution is passed or any negotiations are commenced, for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;
- (e) as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth), a person is taken to have failed to comply with a statutory demand (as defined in the Corporations Act 2001 (Cth));
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any asset of a person;
- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or
- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Expiry Date means the date in item 4.

Government Authority means any government or any governmental or semi-governmental entity, authority, agency, commission, corporation or body (including those constituted or formed under any Statute), local government authority, administrative or judicial body or tribunal or stock exchange.

GCRT Project means the Gold Coast Rapid Transit project.

GCRT Project Documents means the GCRT Project Deed, Stakeholder and Community Engagement, Traffic, Environment and Sustainability Management Plans and all other documents entered into between the Lessor and GoldLinQ in relation to the GCRT Project.

GST and **GST law** have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 except that **GST law** includes all applicable rulings.

Indirect and Consequential Loss means:

(a) loss of opportunity, profit, anticipated profit, business, revenue or reputation; and

(b) any other indirect loss, consequential loss or special damages.

Land means the land specified in item 2.

Statute means any legislation of the Parliament of the Commonwealth of Australia, of any State or Territory of the Commonwealth of Australia or of any other jurisdiction in force at any time and any rule, regulation, ordinance, by-law, statutory instrument, order or notice at any time made under that legislation and, in each case, any consolidations, amendments, re-enactments and replacements.

Lease Fee means the yearly amount in item 5 as changed under clause 3.

Premises means area described in item 6.

Lessee's Employees means the Lessee's employees, officers, consultants, agents, contractors and invitees or any of them.

Permitted Use means the use specified in item 7.

Remediate means to undertake any and all survey, monitoring, clean up, removal, reinstatement, abatement, control, containment, encapsulation or other works or treatment that may be required under the Environmental Protection Act 1994 or other Environmental Laws in relation to the Land or any adjoining land including without limitation the treatment of any emission, leak, escape, discharge or release of any substance, Contaminant or waste or any other environmental harm and any restoration of the Land and any adjoining land and including compliance with all protocols, policies or guidelines applicable or established from time to time under any Environmental Laws or by any government authority for dealing with Contamination.

Review Date means each date in item 8.

Term means the term of the lease granted under this Lease, beginning on the Commencement Date and ending on the Expiry Date.

1.2 Interpretation

In this Lease:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

- (c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) a reference to a party includes that party's executors, administrators and successors ;
 - (e) a reference to a document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
 - (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
 - (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Lease, and a reference to this Lease includes all schedules, exhibits, attachments and annexures to it;
 - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (j) **"includes"** in any form is not a word of limitation;
 - (k) a reference to "\$" or **"dollar"** is to Australian currency; and
 - (l) a reference to an item is to an item in the reference schedule to this Lease.
-

2. The lease

2.1 Lease

The Lessor grants the Lessee a lease for the Term to use the Premises for the Permitted Use, subject to this Lease.

2.2 No Right to Assign

The Lessee has no right to assign its interests in this Lease nor grant any underlease or licence over the whole or any part of the Premises.

2.3 Holding over

If the Lessor has not granted the Lessee a new lease of the Premises and the Lessee continues to use the Premises after the Expiry Date with the Lessor's consent, the Lessee uses the Premises under a monthly lease that:

- (a) subject to clause 8.1, either party may terminate on 1 month's notice ending on any day; and
- (b) is on the terms and at the lease fee the Lessor specifies, but if the Lessor does not specify terms or a lease fee, then the monthly lease is on the same terms as this Lease (with any changes appropriate to a monthly lease) with a monthly lease fee that is one twelfth of the Lease Fee.

3. Lease Fee

3.1 Payment of Lease Fee

The Lessee must pay the Lease Fee to the Lessor free of all deductions, by equal monthly instalments in advance on the first day of each month and proportionately for any broken period that is less than a month. The Lessee must pay the first instalment on the Commencement Date.

4. Lessee's obligations

4.1 Obligations

The Lessee must:

- (a) keep the Premises in good repair;
- (b) keep the Premises clean, tidy and free of rubbish and vermin having regard to the Permitted Use;
- (c) subject to clause 4.2 not make any alterations to the Premises;
- (d) not use the Premises for any purpose except the Permitted Use;
- (e) comply with all Statutes and the requirements of Government Authorities in connection with the Premises, the Lessee's Property and the Lessee's use and occupation of the Premises;
- (f) without limiting the generality of the obligations in clause 4.1(e) obtain, maintain and renew from time to time and comply with all Authorisations to carry out the Permitted Use;
- (g) promptly after receipt by the Lessee give the Lessor copies and details of any Authorisations issued, investigations required or undertaken or proceedings commenced by any Government Authority which has jurisdiction over the Permitted Use and the Lessee's activities on the Premises so far as they relate to the Premises, the Land or the property of the Lessor;
- (h) not do anything on the Land that the Lessor reasonably considers is dangerous, annoying, offensive, immoral or illegal;
- (i) not keep or use inflammable, volatile or explosive materials on the Premises without the Lessor's consent;
- (j) not damage or destroy anything on the Land;
- (k) pay for all electricity, water, telecommunication and other utilities, if any, supplied to or levied on the Premises.
- (l) in using the Premises comply, and use the Premises in accordance with:
 - (i) the GCRT Project Documents; and
 - (ii) the Gold Coast City Council Traffic Management Plan and Site Environmental Plan, a copy of which is annexed at Schedule 2.

4.2 Alterations

- (a) The parties acknowledge that the Lessee may want to carry out works to the Premises in order to prepare the Premises for the Permitted Use.
- (b) In addition to the pre-occupation work that was carried out by the Lessee prior to 4 May 2012, subject to obtaining the prior written consent of the Lessor to the same, such consent not to be unreasonably withheld, the Lessee shall be permitted to:
 - (i) erect additional suitable and appropriate security fencing;
 - (ii) install further limited lighting to facilitate safe night time deliveries;
 - (iii) establish further erosion and sediment controls;
 - (iv) further rehabilitate the existing lay down pads;
 - (v) install additional temporary office accommodation and ablution/welfare facilities (including the installation of services and other facilities as necessary); and
 - (vi) any further alterations as may be agreed in advance in writing by the Lessor from time to time

on the condition that when the Lease ends the Lessee must remove all such alterations and works and reinstate the Premises to the condition they were in at the Commencement Date unless the parties agree otherwise.

4.3 Dilapidation survey

The Lessee completed a dilapidation survey (**Dilapidation Survey**), a copy of which is annexed at Schedule 3, on 27 April 2012 of the local road network from the leased area along Pacific Spring Drive and Rifle Range Road to the Yawalpa round about at exit 49. It is expressly agreed the Lessee shall only be liable for any damage to this section of road that arises directly from use by the Lessee (including those carting materials to or from the Premises on behalf of the Lessee) which is in breach of Statute.

5. Insurances, indemnities and releases

5.1 Lessee accepts risk

- (a) The Lessee enters and uses the Premises at its own risk.
- (b) The Lessor will not be liable to the Lessee for any loss, damage, injury or death howsoever caused, except and to the extent caused or contributed to by the wrongful or negligent acts, errors or omissions of the Lessor.

5.2 Insurance

The Lessee must:

- (a) not do anything that could:
 - (i) prejudice any insurance of the Premises; or
 - (ii) increase the premium for that insurance, without the Lessor's consent;
- (b) keep current during the Term and any holding over period
 - (i) public risk insurance, which policy must:

- A. be for at least the amount of \$20,000,000;
 - B. note the Lessor's interest in the Premises; and
- (ii) all other insurances required by law or that the Lessor reasonably requires in connection with the Premises;
- (c) pay to the Lessor within 28 days of demand, any increase in insurance premiums payable by the Lessor in connection with additional risks caused or contributed to by the act, omission, negligence or default of the Lessee or the Lessee's Employees; and
- (d) give the Lessor prior to the Commencement Date and at any other time on demand a Certificate of Currency as evidence that the Lessee has complied with clause 5.2(b).

5.3 Indemnity

The Lessee is liable for and indemnifies the Lessor against all liability, loss, costs and expenses arising from or incurred in connection with:

- (a) anything (including damage, loss, injury and death) caused or contributed to by the act, omission, negligence or default of the Lessee or the Lessee's Employees or the Lessee's use of the Premises;
- (b) anything occurring on, originating in, or coming from, the Premises to the extent caused by the acts or omissions of the Lessee, provided always that the Lessee shall not be liable for any condition or matter that existed prior to the Lessee's occupation of the Premises; or
- (c) the Lessee's default under this Lease,

except to the extent the same is caused or contributed to by a breach or default of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor or a wrongful, fraudulent, unlawful or negligent act or omission of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor.

5.4 Release

The Lessee releases the Lessor from all, and agrees that the Lessor is not liable for any, liability, loss, costs and expenses arising from or incurred in connection with:

- (a) anything (including damage, loss, injury and death);
- (b) the Lessor doing anything the Lessor is permitted or obliged to do under this Lease; and
- (c) any service to the Premises, being interrupted, broken down or not being available,

except and to the extent the same is caused or contributed to by a breach or default of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor or a wrongful, fraudulent, unlawful or negligent act or omission of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor or any act or omission of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor when entering, using or occupying the Premises or the Land or any part of the Premises or the Land pursuant to clauses 6.2, 6.3, 6.4 or otherwise.

6. Lessor's title

6.1 Quiet enjoyment

So long as the Lessee is not in breach of this Lease and except as specifically provided for in this Lease, the Lessor warrants that the Lessee can use the Premises without any interruption by the Lessor or any agent of the Lessor.

6.2 Right to enter

- (a) The Lessor may enter the Premises (with its agents and workmen, if necessary) after giving the Lessee reasonable notice:
- (i) to see the state of repair of the Premises and to see if the Lessee is complying with its obligations under this Lease,
 - (ii) to do works that cannot reasonably be done unless the Lessor enters the Premises;
 - (iii) to do anything the Lessor must or may do under this Lease or must do under any Law or to satisfy the requirements of any Government Authority; and
 - (iv) to show prospective purchasers through the Premises,

provided always that the Lessor shall use its reasonable endeavours to not materially or adversely disrupt or interfere with the Lessee's use of the Premises when entering the Premises. The Lessor shall at all times comply with the safety related requirements of the Lessee, which requirements shall be established prior to entry except in the case of emergency.

- (b) The Lessor may enter the Premises at any time without notice and remain in them for as long as necessary if there is an emergency.

6.3 Right to deal with Land

- (a) The Lessor may subdivide the Land (including by strata or stratum subdivision) and grant easements and other rights over it if this does not substantially and permanently adversely affect the Lessee's use of the Premises.
- (b) If another person becomes Lessor (the "New Lessor"), the Lessor shall require the New Lessor to take on all material obligations and liabilities of the Lessor under this Lease, whereupon the Lessor shall be released from all obligations under this Lease arising after the Lessor is no longer the Lessor. The Lessor may require the Lessee to sign, and the Lessee must sign, whatever documents in connection with this lease the New Lessor may reasonably require to give the New Lessor a contractual relationship with the Lessee, provided always that the Lessee will not be obliged to enter into any new lease or other agreement which imposes material obligations and liabilities that are more onerous than this Lease or which detrimentally affects the Lessee's ability to use the Premises for the Permitted Use.

6.4 Right to rectify

The Lessor may do anything that the Lessee should have done under this lease but that the Lessee has not done or that the Lessor reasonably considers the Lessee has not done properly, provided that the Lessor shall have failed to rectify any such matter identified after having been given 14 days notice.

7. Default

The Lessee is in default under this Lease and the Lessor may, subject to the provisions of the Property Law Act (Qld) 1974, terminate this Lease if:

- (a) the Lessee does not comply with any material obligation under this Lease and does not remedy that default within 14 days after the Lessor gives the Lessee a notice requiring the Lessee to remedy the default; or
- (b) the Lessee suffers an Event of Insolvency.

8. Lease ends

8.1 Events

This Lease expires on the earlier to occur of:

- (a) the Expiry Date (but if the Lessee holds over under this Lease with the Lessor's consent, the date the holding over ends); and
- (b) the date this Lease is terminated.

8.2 Surrender of Redundant Area

- (a) Subject to the provisions of clause 8.2(b), the Lessee unconditionally agrees to make available to the Lessor any part of the Premises as soon as it is no longer required.
- (b) Where the Lessee no longer requires use of a part of the Premises (**Redundant Area**), the parties agree that the Lessee will hand back that Redundant Area to the Lessor, the Lessee having fulfilled its obligations under this Lease (including without limitation, clauses 4.1, 4.2 and 8.3 in respect of the Redundant Area), and this Lease so far as it relates to the Redundant Area will be surrendered on and from the date that the Lessee hands back the Redundant Area in the condition specified above and for the purpose of this Lease the Redundant Area will no longer form part of the Premises.

8.3 Lessee to vacate

When this Lease expires, the Lessee must:

- (a) promptly remove all its possessions from the Premises and reinstate the Premises to the condition they were in at the beginning of this Lease including the reinstatement required pursuant to clause 4.2;
- (b) vacate the Premises and leave it at a minimum in the same order and condition as it was at the Commencement Date, cleared of all rubbish and debris to the Lessor's reasonable satisfaction;
- (c) make good any damage caused to the Land by removing the Lessee's possessions and vacating the Premises.

provided always that the Lessee is not required to reinstate or make good the Premises in accordance with this clause to the extent that the damage, change, variation or reinstatement required to the Premises was not caused by the Lessee or any of the Lessee's contractors, agents, employees or invitees.

8.4 Failure to vacate

If the Lessee does not comply with its obligations under clause 8.3 and the Lessee fails to comply with its obligations within a reasonable period of the Lessee being notified to do so (being no shorter than 14 business days), the Lessor may comply with these obligations (if necessary, in the Lessee's name) at the Lessee's risk and expense. The Lessee must pay the Lessor on demand as liquidated damages a sum equal to the direct cost incurred by the Lessor of complying with that clause.

8.5 Early termination by Lessee

The Lessee may terminate this Lease by 1 month's written notice to the Lessor subject to:

- (a) the Lessee fulfilling its obligations under this Lease (including without limitation, clauses 4.1, 4.2 and 8.3) by the expiry of the 1 month's notice, as if the Lease had expired by effluxion of time; and
- (b) the Lessor being satisfied (acting reasonably) that the Lessee has complied with its make good obligations under this Lease.

Such early termination will not affect in any way any of the parties' rights which have accrued prior to termination.

8.6 Environmental Report on Expiry of Lease

- (a) For the purposes of this clause 8.6 the parties acknowledge and agree that
 - (i) an initial environmental report has not been prepared prior to the Lessee taking occupation of the Premises;
 - (ii) the Lessee has imported, placed and compacted fill (**Lessee's Fill**) over the whole of that part of the Land comprising the Premises;
 - (iii) for the purpose of clause 8.6(d):
 - A. any Contamination that exists on the surface of the Land or within the Lessee's Fill or which has leached from the Land or the Lessee's Fill into the land below or adjacent to it, will be deemed to have been caused by the Lessee;
 - B. any Contamination of the Land which has migrated or leached into the Land or the Lessee's Fill from any other property or source or which has been caused by any act or omission of the Lessor or any employee, agent, contractor, consultant or invitee of the Lessor when entering, using or occupying the Premises or the Land or any part of the Premises or the Land pursuant to clauses 6.2, 6.3, 6.4 or otherwise shall be deemed not to have been caused by the Lessee.
 - C. the burden of establishing that any Contamination was not caused by the Lessee will be borne by the Lessee.
- (b) Not before 6 months and at least one month before the Expiry Date or, where this Lease is terminated early, within 3 months of the date of early termination, the Lessee must, at its own cost, procure from a suitably qualified environmental expert

(**Lessee's Environmental Expert**), to be approved by the Lessor (acting reasonably), either:

- (i) a statement addressed to the Lessor and the Lessee, which statement may be within a report, that based upon the Lessee's Environmental Expert's assessment of the Lessee's use of the Premises, Contamination of the Premises caused by the Lessee is unlikely, and that it is not necessary to undertake a testing regime as contemplated in subclause 8.6(b)(ii) in arriving at this conclusion; or
 - (ii) an environmental report (a **Final Environmental Report** for the purposes of this clause 8.6), which adopts the testing regime and uses testing locations that the Lessee's Environmental Expert considers necessary or prudent (acting reasonably and in good faith) to determine whether there is Contamination at the Premises (**Methodology**). The Lessee must provide the Final Environmental Report to the Lessor as soon as practicable after it has been completed.
- (c) If the Lessee's Environmental Expert issues a statement (which may be comprised in a report) in accordance with clause 8.6(b)(i), the Lessor may, after appropriate consultation with the Lessee to resolve any concerns it has with the Lessee's Environmental Expert's statement, at its own cost and within 14 days of receipt of the Lessee's Environmental Expert's statement, appoint an independent environmental expert (**Lessor's Environmental Expert**) to be approved by the Lessee (acting reasonably) to carry out a final environmental report which adopts the Methodology or such other methodology as the Lessor's Environmental Expert considers necessary or prudent (acting reasonably and in good faith) to determine whether there is Contamination at the Premises and this report shall be the "Final Environmental Report" for the purposes of clause 8.6(d) rather than any report issued in accordance with clause 8.6(b)(ii). The Lessor must provide the Final Environmental Report to the Lessee as soon as practicable after it has been completed.
- (d) If the Final Environmental Report identifies Contamination that was or, by reference to the provisions of clause 8.6(a)(iii), is deemed to have been caused by the Lessee, then the Lessee must, unless otherwise agreed:
- (i) Remediate such Contamination; and
 - (ii) (if applicable) reimburse to the Lessor the cost of the Final Environmental Report.
- (e) After giving the Lessee reasonable notice, the Lessor may do anything the Lessee should have done under this clause 8.6 but which it has not done or which the Lessor considers it has not done properly (acting reasonably) and the Lessee must reimburse on demand the Lessor for any reasonable and proper costs incurred by the Lessor under this clause.

9. General

9.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Lease:

- (a) must be in writing;
- (b) must be addressed as shown in item 9 (or as otherwise notified by that party to each other party from time to time);

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary, or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

9.2 Governing law

This Lease is governed by and must be construed according to the law applying in Queensland.

9.3 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Lease; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.3(a).

9.4 Expenses

The Lessee must:

- (a) pay promptly for everything it must do under this Lease unless this Lease expressly says otherwise; and
- (b) reimburse the Lessor on demand for, and indemnifies the Lessor against all reasonable and properly incurred expenses (including legal fees, costs and disbursements on the higher of a full indemnity basis and a solicitor and own client basis, determined without taxation, assessment or similar process incurred by the Lessor) incurred in connection with exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Lease; and
- (c) the Lessor's reasonable and properly incurred costs and expenses including reasonable legal fees incurred in connection with the preparation, negotiation and completion of this Lease.

9.5 Indemnity

- (a) Each indemnity by the Lessee in this Lease is a continuing obligation, separate and independent from the other obligations of the Lessee, and survives termination or expiry of this Lease.
- (b) The Lessee must pay on demand any amount it must pay under an indemnity in this Lease, provided always that the parties shall use reasonable endeavours to agree the amount due in respect of any indemnity prior to it being demanded.

9.6 Lessee's Employees

The Lessee must ensure that the Lessee's Employees comply, if appropriate, with the Lessee's obligations under this Lease.

9.7 Cause

If this Lease says that the Lessee must not do something, the Lessee must not do anything that could result in that thing happening.

9.8 Changes by legislation

If the Lessee's rights or obligations under this Lease are changed by legislation so that the Lessor's rights or obligations are adversely affected, the Lessee waives its rights under that legislation to the extent that it is not prohibited by that or any other legislation.

9.9 Right to rectify

The Lessor may do anything that the Lessee should have done under this Lease but that the Lessee has not done or that the Lessor reasonably considers the Lessee has not done properly, provided that the Lessor shall have failed to rectify any such matter identified after having been given 14 days notice.

9.10 Amendments

This Lease may only be varied by a Lease executed by or on behalf of each party.

9.11 Counterparts

This Lease may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Lease of each party who has executed and delivered that counterpart.

9.12 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Lease by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Lease.
- (b) A waiver or consent given by a party under this Lease is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this Lease operates as a waiver of another breach of that term or of a breach of any other term of this Lease.

9.13 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Lease.

9.14 Consents

A consent required under this Lease from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion, but acting reasonably) thinks fit, unless this Lease expressly provides otherwise.

9.15 Severance

If at any time any provision of this Lease is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Lease; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Lease.

9.16 Indirect and Consequential Loss

Despite any other provisions of this Lease, neither party (**Affected Party**) has any liability to another party or any employee, agent, contractor or consultant of a party (**Claiming Party**), nor will a Claiming Party be entitled to make any claim against an Affected Party in respect of any Indirect or Consequential Loss incurred or sustained by a party, except to the extent that such Indirect or Consequential Loss is in respect of a fraudulent act or omission or wilful misconduct or an unlawful act or omission of the Affected Party.

10. GST

10.1 Definitions and interpretation

In this clause 10:

Agreed Price means the amount the Lessee is required to pay under any provision of this Lease (except this clause 10) for a supply,

and unless the context indicates a contrary intention:

- (a) a reference to a supply is a supply under this Lease; and
- (b) words and phrases used that are also used in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as in that Act.

10.2 Payment

Despite the other provisions of this Lease, if the Lessor is or becomes liable to pay GST in respect of any supply:

- (a) the Agreed Price for that supply is exclusive of GST;
- (b) the Lessee must pay an additional amount for GST, as reasonably calculated by the Lessor, at the same time and in the same way as the Lessee must pay the Agreed Price; and

- (c) the Lessor must issue a tax invoice to the Lessee in respect of that supply within 14 days after the Lessor receives a payment in respect of that supply.

10.3 Reimbursements

Subject to clause 10.2, if the Lessee must reimburse the Lessor for any amount paid by the Lessor to a third person, the Lessee must reimburse the Lessor that amount less the amount of any input tax credits the Lessor is entitled to in respect of any acquisition to which that amount relates.

10.4 Variation

If the amount the Lessor recovers from the Lessee on account of GST on a supply differs for any reason from the amount of GST paid or payable by the Lessor on that supply, then the Lessee must pay to the Lessor on demand (or the Lessor must credit the Lessee with) the amount of that difference. If any adjustment event occurs in relation to a supply, the Lessor must give the Lessee an adjustment note within 14 days after the date of the adjustment event.

10.5 Penalties

If the Lessee does not comply with its obligations under this Lease or with its obligations under the GST law in connection with this Lease and because of this the Lessor becomes subject to penalties or interest for late payment of GST, then the Lessee must pay the Lessor on demand an amount equal to the amount of the penalties and interest.

Reference schedule

Item 1: Lessee

McConnell Dowell Constructors (Aust) Pty Ltd (ABN 71 002 929 017) of Level 3,
109 Burwood Road, Hawthorn West, Victoria 3122

Item 2: Land

Lots 1, 2 and 3 on SP238802
Title reference: 50843212, 50843211 and 50843213
Parish: Pimpama
known as Pacific Springs Drive, Pimpama

Item 3: Commencing Date

1 April 2012

Item 4: Expiry Date

31 July 2014

Item 5: Lease Fee

\$1 (if demanded)

Item 6: Premises

That part of the Land shaded in pink on the plan in Schedule 1

Item 7: Permitted Use

Use for the storage of plant, equipment, machinery, materials, goods and such like intended for use on the GCRT Project, including any pre-installation assembly, handling or other preparatory work that is required to be carried out prior to items being transported to site for the purposes of the GCRT Project.

Item 8: Not applicable

Item 9: Address for service of notices

Lessor

Name: The State of Queensland (represented by Department of
Transport and Main Roads)

Address: Floor 4, 477 Boundary Street, Spring Hill Qld 4000

Fax: 07 3834 2057

For the attention of: Michael Campbell

Lessee

Name: McConnell Dowell Constructors (Aust) Pty Ltd

Address: 7 Bay Street, Southport QLD 4215 Fax: 07 5657 7015

For the attention of:

Schedule 1

Plan of Premises

Released under RTI - DTMR

Schedule 2

Gold Coast City Council Traffic Management Plan and Site Environmental Plan

Released under RTI - DTMR

Schedule 3

DVD containing the Dilapidation Survey

Released under RTI - DTMR

Executed as a deed.

Executed on behalf of **The State of Queensland (represented by Department of Transport and Main Roads)**

This day of 2012

by

(full name)

.....

(designation)

who is a duly authorised officer in the presence of:

Signature of witness

Full name of witness

Executed by **McConnell Dowell Constructors (Aust) Pty Ltd ACN 021 929 017** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature

Full name

Signature of company secretary/director

Full name of company secretary/director

Justine A Aylward

From: Shianne K Wohlsen on behalf of SCR Property
Sent: Monday, 27 August 2012 12:22 PM
To: Justine A Aylward
Subject: Fw: Invitation: Land at Pimpama SP238802 (27 Aug 01:00 PM ZE10 in Ground Floor 36-38 Cotton Street, Nerang)

Hi Justine

Were you able to provide Jack with a map which superimposes the final lease area for GCRT over Lot 3 (and Lot 2?)

I will call to confirm with you shortly. Jack and I have a meeting at 1:00pm today.

Thanks

Shianne

To assist us with management of requests, please respond to our "SCR Property" email address

Kind regards,

Fern Fisher / Shianne Wohlsen
Program Support Officers

Property Team
South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211
P: (07) 55969500 | F: (07) 55969511
E: scr.property@tmr.qld.gov.au
W: www.tmr.qld.gov.au

 Please consider the environment before printing this email

----- Forwarded by Shianne K Wohlsen/SouthEast/QMR/Au on 27/08/2012 12:20 PM -----

From: SCR Property
To: Donna E Brunello/cp1/QMR/Au@QDOT
Cc: Justine A Aylward/cp1/QMR/Au@QDOT, Jack F Donaghey/SouthEast/QMR/Au@qdot
Date: 21/08/2012 04:32 PM
Subject: Fw: Invitation: Land at Pimpama SP238802 (27 Aug 01:00 PM ZE10 in Ground Floor 36-38 Cotton Street, Nerang)
Sent by: Fern H Fisher

Hi Donna,

I refer to Jack's request below. Not relevant and am keen to gather what I can for Jack.

I am not sure who in Property Services / Property Management would have knowledge about the disposals, lease arrangements etc to be able to confirm and update the above information, so I was hoping that you might be able to flick it to the appropriate areas.

My understanding is:

Not relevant

Not relevant

SP238802

Not relevant

Lot 3 - currently being used by GCRT as lay down storage site

Justine - are you able to provide Jack with a map which superimposes the final lease area for GCRT over Lot 3 (and Lot 2?)

Shianne Wohlsen will be Not relevant and will be working through the scr property inbox.

Thank you to everyone who is able to assist.


To assist us with management of requests, please respond to our "SCR Property" email address

Kind regards,

Fern Fisher / Shianne Wohlsen
Program Support Officers

Property Team
South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211
P: (07) 55969500 | F: (07) 55969511
E: scr.property@tmr.qld.gov.au
W: www.tmr.qld.gov.au

 Please consider the environment before printing this email

----- Forwarded by Fern H Fisher/cp1/qdot/au on 21/08/2012 04:23 PM -----

From: Jack F Donaghey/SouthEast/QMR/Au
To: SCR Property@QDOT
Cc: Shianne K Wohlsen/SouthEast/QMR/Au@qdot, Anne Z Traynor/SouthEast/QMR/Au@qdot
Date: 21/08/2012 12:06 PM
Subject: Fw: Invitation: Land at Pimpama SP238802 (27 Aug 01:00 PM ZE10 in Ground Floor 36-38 Cotton Street, Nerang)

Hello SCR Property,
I have asked Anne to also invite you to the attached meeting. What we will need to have available to discuss at this meeting is:

o Not relevant

o status information on the Pimpama land on the other side of the M1 - Lots 1 - 3 on SP238802 (old Pacific Springs Golf Resort), including the final lease area for the McConnell Dowell GCRT lay down area superimposed.

Kind regards,

Jack Donaghey
Manager (Network Planning & Performance) | South Coast Region / Gold Coast Office
Program Delivery & Operations Branch | Department of Transport and Main Roads

Ground Floor | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211
P: (07) 55969420 | F: (07) 55969511

M: Not relevant

E: jack.f.donaghey@tmr.qld.gov.au

W: www.tmr.qld.gov.au

----- Forwarded by Jack F Donaghey/SouthEast/QMR/Au on 21/08/2012 11:32 AM -----



Invitation: Land at Pimpama SP238802

Mon 27/08/2012 1:00 PM - 2:00 PM

Attendance is **required** for Jack F Donaghey

Chair: Kathy.Kingsford@communities.qld.gov.au

Sent By: [Kathy Kingsford <Kathy.Kingsford@communities.qld.gov.au>](mailto:Kathy.Kingsford@communities.qld.gov.au)

Location: Ground Floor 36-38 Cotton Street, Nerang

Kathy.Kingsford@communities.qld.gov.au Kathy.Kingsford has invited you to a meeting. You have not yet responded.

Required: Jack F Donaghey/SouthEast/QMR/Au

When: Monday, 27 August 2012 1:00 PM-2:00 PM (GMT+10:00) Brisbane.

Where: Ground Floor 36-38 Cotton Street, Nerang

Note: The GMT offset above does not reflect daylight saving time adjustments.

~~*~*~*~*~*~*~*~*

Jack, I will be at the GCCC offices in Bundall from 10 am to about midday.

Kathy Kingsford | Manager

Land Use Planning and Coordination; Policy, Research and Planning branch | Sport and Recreation Services | Department of National Parks, Recreation, Sport and Racing<<http://www.communities.qld.gov.au/>>

T: 07 3235 4592 | M: Not relevant



Released under RTI - DTMR

From: Justine A Aylward/cp1/QMR/Au
To: Justine D Schmidt/cp1/QMR/Au@qdot
Date: 14/03/2012 10:08 AM
Subject: [Redacted] - old Pimpama Springs Golf Course

Hi Justine

The properties we have been asked by the GCRT team to lease to the contractors (peppercorn until 2014) are Lots 1,2 and 3 on SP238802. [Redacted]

I have taken my instructions from Jack Donahey but have requested something in writing from the Regional Director before we proceed. We should certainly seek clarity if they are thinking of disposal.

Happy to discuss.

Regards

Justine Aylward
Principal Advisor (Commercial Property) | Program & Project Delivery / Property Management
Program Development & Management | Department of Transport and Main Roads

Floor 2 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001
P: (07) 38342076 | F: (07) 38342057

M: [Redacted]
E: justine.a.aylward@tmr.qld.gov.au
W: www.tmr.qld.gov.au

Tomorrow's Queensland: strong, green, smart, healthy and fair - www.towardQ2.qld.gov.au

Justine A Aylward

From: [Not relevant] <[Not relevant]@macdow.com.au>
Sent: Tuesday, 21 February 2012 10:25 AM
To: Jack F Donaghey
Cc: Justine A Aylward; [Not relevant]; [Not relevant]; sganderson@goldcoast.qld.gov.au; kate.m.taylor@tmr.qld.gov.au; [Not relevant]
Subject: Gold Coast Rapid Transit Project: Request for use of Pimpama Site
Attachments: 2367.12.02.20.0352 Request for use of Pimpama Site.pdf; Pimpama Land Use Assessment Report January 2012.pdf; Pimpama Deed of Licence 20 Feb 2012.pdf; Pimpama Deed of Licence 20 Feb 2012.doc; 21044144.gif

Jack,

Further to our previous correspondence on the above, please find attached our formal request.

Kind regards,

(See attached file: 2367.12.02.20.0352 Request for use of Pimpama Site.pdf)(See attached file: Pimpama Land Use Assessment Report January 2012.pdf)(See attached file: Pimpama Deed of Licence 20 Feb 2012.pdf)(See attached file: Pimpama Deed of Licence 20 Feb 2012.doc)

[Not relevant] Project Approvals Manager | McConnell Dowell Constructors (Aust) Pty Ltd
Level 2, 7 Bay Street, Southport QLD 4215, Australia
p: [Not relevant] m: [Not relevant] f: +61 -7-5657-7015

www.mcconnelldowell.com



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Delivering a world class Light Rail Transit System for the Gold Coast

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Justine A Aylward

From: Donna E Brunello
Sent: Wednesday, 18 January 2012 1:17 PM
To: Justine A Aylward
Cc: Jack F Donaghey
Subject: Pacific Springs



SP238802 Marked
Up.pdf



MapInfo -
SP238802.bmp

Hi don't know if you have these...

I also just searched GCCC planning scheme - the site is within the Emerging Communities Domain: Inter-Urban Break Structure Plan.

I am not sure, unless some special approval from GCCC has been obtained, that the proposed use would be acceptable. Perhaps this should be checked before proceeding further?

Kind regards,

Donna Mellor

Principal Property Officer | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads
Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001
P: (07) 38342925 | F: (07) 38345432

M:

E: donna.e.mellor@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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img-1181314-00...

Pages 112 through 115 redacted for the following reasons:

Refuse - Section 47(3)(f) - Other access available

Released under RTI - DTMR

Justine A Aylward

From: Melita J Goff
Sent: Wednesday, 27 April 2011 12:05 PM
To: Justine A Aylward; Paula M Snow; CN=Carmen E Parker/OU=cp1/O=QMR/C=Au@QDOT
Subject: Fw: Old Pacific Golf Club - Pimpama
Flag Status: Flagged

Hi all

For your information. Can one of you please contact Not relevant (see first email below) and advise him that we are unable to lease to him.

Kind regards,

Melita Goff

**Manager (Property Support Services) | Program & Project Delivery / Property Management
Program Development & Management | Department of Transport and Main Roads**

Floor 2 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000

GPO Box 1412 | Brisbane Qld 4001

P: (07) 38342864 | F: (07) 38342057

M: Not relevant

E: melita.j.goff@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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----- Forwarded by Melita J Goff/Finance/qdot/au on 27/04/2011 11:59 AM -----

Not relevant

Not relevant

----- Forwarded by Robert J Campbell/SouthEast/QMR/Au on 21/04/2011 03:24 PM -----

From: Neil J McMahon/cp1/QMR/Au
To: Melita J Goff/Finance/qdot/au@qdot, Robert J Campbell/SouthEast/QMR/Au@qdot
Cc: Stephen B Holzapfel/cp1/QMR/Au@qdot, Greg R Tenbrink/cp1/QMR/Au@qdot
Date: 25/01/2011 03:25 PM
Subject: Old Pacific Golf Club - Pimpama

Hi all,

The Pacific Springs Golf Club at Pimpama was resumed by the Department for the construction of the M1. During the past year, the southern portion of the land was handed to the IRSD project for use as a satellite depot. For a variety of reasons, the IRSDepot site has been changed to Stapylton. At some stage when the land at Pimpama was under consideration as a Depot, a sign was placed on the fence advising enquiries were to be made to me.


Not relevant rang today observing that the site was unused. Not relevant and would like to know how he can legally gain rights to graze cattle on the TMR Pimpama site. As the site will no longer be developed by the IRSD Project, it is surplus to our requirements and cattle grazing seems on the surface to be a good use of the land until it is either sold or the arterial road from Upper Coomera is constructed sometime in the future. He also stated he may also be interested in purchasing for removal the large shed that is currently on the property.

Not relevant can be contacted on Not relevant I advised that this Branch is not responsible for determining the future use of the land, if a lease or grazing arrangement could/would be made and would ask the question on his behalf. Please advise what response is made to Not relevant

Kind regards,

Neil McMahon
Senior Project Officer | Facilities & Accommodation Solutions
People & Capability Division | Department of Transport and Main Roads
Floor 5 | Brisbane - Terrica Place | 140 Creek Street | Brisbane Qld 4000
GPO Box 1412 | Brisbane Qld 4001
P: (07) 31461989 | F: (07) 31462012
M: Not relevant
E: neil.j.mcmahon@tmr.qld.gov.au
W: www.tmr.qld.gov.au

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Justine A Aylward

From: CN=Robert J Campbell/OU=SouthEast/O=QMR/C=Au
Sent: Thursday, 27 January 2011 8:53 AM
To: Justine A Aylward
Cc: Melita J Goff
Subject: Re: Fw: Old Pacific Golf Club - Pimpama

Justine

Just sent an email about this land - Donna is involved in the proposed deal.

Kind regards,

Bob Campbell

Project Manager | South Coast Region / Gold Coast Office
Assets & Operations Division | Department of Transport and Main Roads
Floor 1 | Nerang - Gold Coast Office | 36-38 Cotton Street | Nerang Qld 4211
PO Box 442 | Nerang Qld 4211


P: (07) 55969536 | F: (07) 55969511

M: Not relevant

E: robert.j.campbell@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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Justine A Aylward/cp1/QMR/Au

27/01/2011 08:41 AM

To: Robert J Campbell/SouthEast/QMR/Au@qdot
cc: Melita J Goff/Finance/qdot/au@qdot
Subject: Fw: Old Pacific Golf Club - Pimpama

Good morning Bob

Are you happy for us to enter into negotiations to lease this property (and for what term)?

Regards

Justine Aylward

A/Senior Advisor (Property Management) | Program & Project Delivery / Property Services
Program Development & Management Division | Department of Transport and Main Roads
Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000
GPO Box 1412 | Brisbane Qld 4001

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W: www.tmr.qld.gov.au

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----- Forwarded by Justine A Aylward/cp1/QMR/Au on 27/01/2011 08:39 AM -----

Melita J Goff/Finance/qdot/au

25/01/2011 05:12 PM

To Justine A Aylward/cp1/QMR/Au@QDOT
cc Robert J Campbell/SouthEast/QMR/Au@qdot
Subject Fw: Old Pacific Golf Club - Pimpama

Justine

Can you please lease with Bob Campbell at Southcoast on this one then contact [Not relevant]

Kind regards,

Melita Goff

Manager (Property Support Services) | Property Services

Program Development and Management Division | Department of Transport and Main Roads

Floor 4 | Spring Hill Office Complex | 477 Boundary Street | Spring Hill Qld 4000


GPO Box 1412 | Brisbane Qld 4001

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W: www.tmr.qld.gov.au

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----- Forwarded by Melita J Goff/Finance/qdot/au on 25/01/2011 05:11 PM -----

Neil J McMahon/cp1/QMR/Au

25/01/2011 03:25 PM

To Melita J Goff/Finance/qdot/au@qdot, Robert J Campbell/SouthEast/QMR/Au@qdot
cc Stephen B Holzapfel/cp1/QMR/Au@qdot, Greg R Tenbrink/cp1/QMR/Au@qdot
Subject Old Pacific Golf Club - Pimpama

Hi all,

The Pacific Springs Golf Club at Pimpama was resumed by the Department for the construction of the M1. During the past year, the southern portion of the land was handed to the IRSD project for use as a satellite depot. For a variety of reasons, the IRSDepot site has been changed to Stapylton. At some stage when the land at Pimpama was under consideration as a Depot, a sign was placed on the fence advising enquiries were to be made to me.

[Not relevant] rang today observing that the site was unused. [Not relevant] and would like to know how he can legally gain rights to graze cattle on the TMR Pimpama site. As the site will no longer be developed by the IRSD Project, it is surplus to our requirements and cattle grazing seems on the surface to be a good use of the land until it is either sold or the arterial road from Upper Coomera is constructed sometime in the future. He also stated he may also be interested in purchasing for removal the large shed that is currently on the property.

[Not relevant] can be contacted on [Not relevant] I advised that this Branch is not responsible for determining the future use of the land, if a lease or grazing arrangement could/would be made and would ask the question on his behalf. Please advise what response is made to [Not relevant]

Kind regards,

Neil McMahon

Senior Project Officer | Facilities & Accommodation Solutions

People & Capability Division | Department of Transport and Main Roads

Floor 5 | Brisbane - Terrica Place | 140 Creek Street | Brisbane Qld 4000

GPO Box 1412 | Brisbane Qld 4001

P: (07) 31461989 | F: (07) 31462012

M: [Not relevant]

E: neil.j.mcmahon@tmr.qld.gov.au

W: www.tmr.qld.gov.au

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3SP/18802

3SP/230802

3SP/138802

PACIFIC SPRINGS DRIVE

PIMPAMA PRIMARY SCHOOL