



**PERMISSION TO ENTER QR PROPERTY -
INDEMNITY, RELEASE AND DISCHARGE**

QUEENSLAND RAIL'S PERMISSION TO ENTER ITS LAND and THE STATE'S DEED OF INDEMNITY, RELEASE AND DISCHARGE

In consideration of Queensland Rail allowing the State and its employees, representatives, agents or consultants to enter the land that is described in the attached schedule ("the Land") to undertake activities in relation to the Airport Link and Northern Busway (Windsor to Kedron) Projects, the State covenants and agrees as follows:

1 ENTRY AT OWN RISK

The State agrees that entry to and attendance upon the Land by the State or its employees, representatives, agents or consultants shall be entirely at the State's risk.

2 INDEMNITY

The State hereby indemnifies and will keep indemnified Queensland Rail from and against all action, suits, proceedings, claims, demands, costs, losses, damages and expenses of whatsoever nature and howsoever occurring (and whether arising from the negligence of Queensland Rail, the State, or its employees, representatives, agents or consultants) brought against or made upon Queensland Rail by the State, or its employees, representatives, agents or consultants or by any other person or which Queensland Rail may itself pay suffer or sustain arising directly or indirectly from the State or its employees, representatives, agents or consultants entering or being on the Land described above.

3 RELEASE AND DISCHARGE

The State hereby releases and discharges Queensland Rail from any such actions, suits, proceedings, claims, demands, costs, losses, damages and expenses which but for the provisions hereof might be brought against or made upon it.

4 QUEENSLAND RAIL'S CONVENIENCE

The State further agrees that its attendance upon the Land will be at such time or times that will be convenient to Queensland Rail and undertakes not to cause any interference with or inconvenience to the working of Queensland Rail and to obey any lawful direction given by Queensland Rail.

5 THIS DEED

5.1 In this Deed, the term "Queensland Rail" includes its officers, servants and agents.

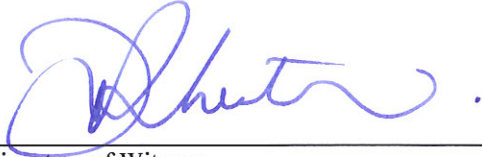
5.2 Unless the contrary intention appears, any term not defined in this Deed has the meaning given to it in the agreement entitled "State-QR Agreement" executed on around the date of this deed.

5.3 This Deed may be pleaded by Queensland Rail as a bar to any action, suit, proceeding, claim, demand or costs brought or made by the State or anyone claiming by or through or under the State howsoever arising out of or in connection with the Entrant entering or being on the Land described above.

QUEENSLAND RAIL'S PERMISSION TO ENTER ITS LAND
and THE STATE'S DEED OF INDEMNITY, RELEASE AND DISCHARGE

EXECUTED as a Deed Poll

Executed for and on behalf of **The State of Queensland** by **Alan Tesch**, chief executive, Department of Main Roads in the presence of:



Signature of Witness

David Lester

Name of Witness in full



Signature

SCHEDULE

| Land | |
|------|-------------------------------------------------------|
| | Lot 14 on SP158920 at 118 Abbotsford Rd, Bowen Hills; |
| | Lot 2 on SP158926 at 118 Abbotsford Rd, Bowen Hills; |
| | Lot 21 on CP827249 at 140A Eildon Rd, Windsor; |
| | Lot 23 on CP827248 at 235A Lutwyche Rd, Windsor; |
| | Lot 133 on RP19513 at 17 Lydia St, Woolloowin; |
| | Lot 71 on SP122224 at 90 Stuckey Rd, Clayfield; |
| | Lot 2 on SP110563 at 90 Stuckey Rd, Clayfield; |
| | Lot 5 on SP110563 at 90 Stuckey Rd, Clayfield; |
| | Lot 72 on SP122225 at 1109 Sandgate Rd, Nundah; |
| | Lot 454 on SP122217 at 58 Campbell St, Bowen Hills; |
| | Lot 3 on RP113229 at Campbell St, Bowen Hills; and |
| | Lot 15 on RP94274 at Campbell St, Bowen Hills. |