

1992

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA

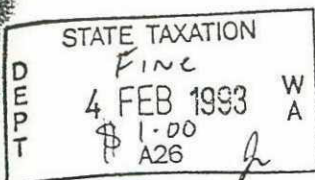
AND

[REDACTED]

AGREEMENT

CONVEYANCER
CROWN LAW DEPARTMENT
PERTH

TELEPHONE NO: 264 1711



May \$5-

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THIS HERITAGE AGREEMENT is made as a Deed on the day of

1 July

1992

WESTERN AUSTRALIA STAMP DUTY
15/04/93 23754240 SD \$*****5.00
PEN \$ 1.00

BETWEEN:

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA a body corporate
pursuant to the Heritage of Western Australia Act 1990 ("the Act") of 292 Hay
Street East Perth Western Australia ("the Council")

AND:

[REDACTED] of [REDACTED] Western
Australia ("the Owner") in respect of portion of each of Cottesloe Lots 182 and
331 being Lot 1 on Diagram 71008 comprising all the land subject of Certificate
of Title Volume 1754 Folio 581 ("the Place")

RECITALS

A. The Owner has purchased an estate in fee simple in the Place from the
Western Australian Fire Brigades Board.

Situated on the Place are buildings known as the Claremont Fire Station
which were formerly used as such.

By reason of special interest relevant to the cultural heritage which the
Place possesses the Minister for Heritage has, pursuant to Section
29(2)(c) of the Act, directed that the Place be made subject to a Heritage
Agreement.

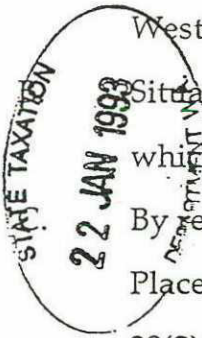
OPERATIVE PART

1. Interpretation

1.1 Definitions

In this Heritage Agreement unless the context otherwise requires:

"Act" means the Heritage of Western Australia Act 1990 and includes
all statutes varying, consolidating or replacing it and all regulations,
proclamations, orders and by-laws issued under it;



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"Council" means the Heritage Council of Western Australia and, where it ceases to exist and is reconstituted, or renamed, or replaced or its powers or functions are transferred to any other association, body, or authority a reference to it means the association, body or authority (as the case may be) established or constituted in its place or assuming its powers or functions;

"Heritage Agreement" means this deed as it may from time to time be supplemented, varied or amended;

"Owner" includes the successors, personal representatives and assigns of the Owner;

"Place" means portion of each of Cottesloe Lots 182 and 331 being Lot 1 on Diagram 71008 comprising all the land subject of Certificate of Title Volume 1754 Folio 581.

"The Schedule" means Schedule of Conditions for the Conservation of Cultural Heritage Significance appended to this agreement which may from time to time be varied with the approval of the Heritage Council of WA.

1.2 Interpretation

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

Words importing the singular include the plural and vice versa;

Words importing a gender include every gender;

Every covenant or agreement expressed or implied in which more persons than one covenant agree shall bind such persons and every two or more of them jointly and each of them severally.

2. Application of Act

This Heritage Agreement is made by the Council on behalf of the Crown pursuant to Section 29(1) of the Act and shall be governed by and construed in accordance with the Act.

3. Term

This Heritage Agreement comes into effect on its execution and will be of permanent effect.

4. Owner's Covenants

the Owner covenants with the Council to the intent that the covenants run with the land and will pass to and bind the Owner's successors in title, all of whom shall be deemed to have notice of this Heritage Agreement:

4.1 Use

except with the prior approval of the Council, which approval will not be unreasonably withheld, only to use the place for residential or office purposes, or for the business purposes of an eating house operated in association with antique, arts, craft, curiosities, gourmet food, historical memorabilia or like shops, or the conduct of exhibitions or educational classes, and if the Place is used for such business purposes, development shall be controlled as if the Place was within the business zone as prescribed under the Town of Cottesloe Town Planning Scheme;

4.2 Alteration

not to do any act or thing to alter or change in any way the buildings, walls, fences or other improvements now standing or being on the Place without the prior written approval of the Council, which approval shall not be unreasonably withheld where those acts or things done are done for the purposes of conservation (see Burra Charter which covers all processes, including restoration) and are consistent with the requirements listed in the schedule;

4.3 Maintenance

to keep the buildings, walls, fences and other improvements now standing or being on the Place in their present repair and to carry out all maintenance and repairs necessary for such purposes in a proper and workmanlike manner to the reasonable satisfaction of the Council and in accordance with plans and specifications and using workmen approved by the Council;

4.4 Inspection

to permit at any time after having been given reasonable notice the Council and persons authorised by the Council to enter the Place to see the state of repair;

4.5 Council's Right to Repair

at all reasonable times and upon written notice to permit the Council and persons authorised by the Council to enter upon the Place or any part thereof and to carry out any repairs which should in accordance with the covenants of the Owner contained in this Heritage Agreement be carried out by the Owner in which case the Owner shall pay to the Council on demand the cost of such repairs.

5. Charge

The Owner hereby charges the Place in favour of the Council for the purposes of securing the due and punctual observance and performance by the Owner of the Owner's covenants under Clause 4 and authorises the Council to lodge an absolute caveat at the Land Titles Office, Perth against the Certificate of Title to the Place pursuant to this clause. The Council shall promptly sign and deliver a withdrawal of any caveat lodged pursuant to this clause to permit a transfer of the Place to a person who has covenanted to charge the place on identical terms to those contained in this clause.

6. Consent to Registration

The owner consents to the Place being entered by the Council in the Register of Heritage Places in terms of the Act and waives all rights the Owner may have in terms of the Act to be given notice of the Place being entered in the Register of Heritage Places or to make or have considered submissions in that regard.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of the
HERITAGE COUNCIL OF
WESTERN AUSTRALIA was
hereunto affixed in the presence
of:

[Signature]

Chairman

[Signature]

Member



THE COMMON SEAL of
[REDACTED]
[REDACTED] was
hereunto affixed by
authority of the Directors
in the presence of:

Director

Director/Secretary

I, JAMES ANDREW McGINTY, B.A., B.Juris (Hons), LL.B., J.P., M.L.A., Minister for Heritage, certify that I am satisfied that this Heritage Agreement is necessary for the purposes of, and complies with the Heritage of Western Australia Act, 1990.

[Signature]
James Andrew McGinty

1. July 1992
Date

HERITAGE COUNCIL OF WESTERN AUSTRALIA

CLAREMONT FIRE STATION

SCHEDULE OF CONDITIONS FOR THE CONSERVATION OF CULTURAL HERITAGE SIGNIFICANCE

1. GENERAL

- i. The future development of the place is to be carried out in accordance with the August 1991 KTA Partnership Report of the Cultural Heritage Significance of Claremont Fire Station and the Australia ICOMOS Charter for the Conservation of Places of Cultural Heritage Significance (The Burra Charter).

2. EXTERIOR REQUIREMENTS

- i. All external works, including painting, are to be referred to the Heritage Council for approval.
- ii. The basic form of the Fire Station is to be retained, in particular its present aspect from Stirling Highway.
- iii. The roof form is to be kept, but the roofing material, rain water outlets and downpipes can be changed as they are not original.
- iv. The Congdon Street side windows are to be retained.
- v. Materials and detailing should be sympathetically handled with regard to the string courses and materials of the remainder of the building, noting that the Congdon Street side walling has been rendered since the Station was built.
- vi. The portion to the rear of the site is of no particular importance except that it is of red brick matching the front and side elevations and this elevation is visible from Stirling Highway. It is expected that any additions would be made at the end of the building.
- vii. Any additional development on Lot 1 is to be complementary in its design and finishes to the existing building, and is to be referred to the Heritage Council for approval.

3. INTERIOR REQUIREMENTS

- i. Any proposals to change or add to the internal structure of the building are to be referred to the Heritage Council for approval.
- ii. The internal layout of the building should be retained as it exists, with large rooms in the centre and smaller rooms on the east and west. However, non permanent, reversible partitioning of large internal spaces would be considered.
- iii. The staircases should be retained.
- iv. Some extra doorways may be required. Cutting these would be considered.
- v. Internal details of doors, architraves, skirtings, fireplace mantles and metal ceilings must be retained.
- vi. It is expected that ablution areas will need to be upgraded and means of escape from the upper floors improved.