

Heritage Council of  
Western Australia

and



**HERITAGE AGREEMENT**

Geraldton Railway Station (fmr), Chapman Road,  
Geraldton



TABLE OF CONTENTS

<b>Part 1</b>	<b>Definitions &amp; Interpretation</b>	
1.1	Definitions	2
1.2	Interpretation	3
<b>Part 2</b>	<b>Commencement, Duration and Scope of this Agreement</b>	
2.1	Commencement and duration of this Agreement	3
2.2	Scope of this Agreement	3
<b>Part 3</b>	<b>Development and Conservation</b>	
3.1	No Development without the Council's Approval	4
3.2	Maintenance	4
3.3	Compliance with Statutes	4
<b>Part 4</b>	<b>Council's Rights of Entry and Powers of Inspection</b>	
4.1	Council's rights of entry and powers of inspection	5
<b>Part 5</b>	<b>Default</b>	
5.1	Events of default	5
5.2	Rights and remedies of Council	5
5.3	Land and Place at risk of Owner of the Place	6
5.4	Interest on overdue money	6
<b>Part 6</b>	<b>General</b>	
6.1	Variation to be in writing	6
6.2	Governing Law	6
6.3	Further assurances	6
6.4	Extension of time by Council	6
6.5	Costs	7
	<b>The Schedule</b>	10
	<b>Annexure A</b>	
	<b>Annexure B</b>	
	<b>Annexure C</b>	

*[Signature]*  
for Commissioner of State Revenue

**HERITAGE AGREEMENT**  
Geraldton Railway Station (fmr), Chapman Road, Geraldton

THIS AGREEMENT is made on the 25 day of MAY 2000 199 between the following parties:

1. HERITAGE COUNCIL OF WESTERN AUSTRALIA of 108 Adelaide Terrace, East Perth, Western Australia (the "Council"); and
2. [REDACTED] (the "Owner").

**RECITALS:**

- A. The Owner is the registered proprietor of the Land.
- B. The Place is entered in the Register of Heritage Places on an permanent basis pursuant to the Act.

**AGREEMENT:**

The parties agree with each other as follows.

WESTERN AUSTRALIA STAMP DUTY  
 22-JUN-00 001365770-001  
 DUP \$ \*\*\*\*\*.00  
 B/S \$ \*\*\*\*\*.00  
 EXEMPT 100 %

**Part 1**  
**Definitions & Interpretation**

**1.1 Definitions**

In this Agreement, unless the contrary intention appears:

"Act" means the Heritage of Western Australia Act 1990;

"this Agreement" means this agreement as it may from time to time be varied as permitted by its terms;

"Conservation Plan" means the Conservation Plan in respect of the Place described in the Schedule as may from time to time be varied with the approval of the Council;

"Conservation Works" means the works specified in Annexure C;

"Construction Completion Date" means

- (a) in the case of short term works as described in Annexure C, the date 1 year after the Effective Date of this Agreement;
- (b) in the case of medium term works as described in Annexure C, the date 2 years after the Effective Date of this Agreement; and
- (c) in the case of long term works as described in Annexure C, the date 5 years after the Effective Date of this Agreement.

"Construction Period" means:

- (a) the period commencing on the Effective Date and expiring on the Construction Completion Date; or
- (b) any longer period agreed between the Council and the Owner of the Place in writing;

"Damage" means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

"Effective Date" means the date on which this Agreement is sealed by the Council;

"Event of Default" is defined in clause 5.1;

"Land" means the land described in Item 3 of the Schedule;

"Minister" means the Minister responsible for the administration of the Act;

"Owner of the Place" means:

- (a) the Owner, for so long as the Owner is the registered proprietor of the Land;
- (b) the Owner or Owners of the Land from time to time, as the expression "Owner" is defined in the Act;

"Place" means the place described in Item 1 of the Schedule and situated on, or forming part or the whole of, the Land;

"Significant Fabric" means those parts of the fabric of the Place as are specified in Item 2 of the Schedule;

and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, have the meanings so defined in the Act.

## 1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it.

## Part 2

### Commencement, Duration and Scope of this Agreement

#### 2.1 Commencement and duration of this Agreement

Subject to the provisions of this Agreement, this Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the prior written consent of the Council.

#### 2.2 Scope of this Agreement

- (a) This Agreement:
  - (1) applies to the Land and the Place;
  - (2) binds the Land and the Place; and
  - (3) binds the Owner of the Place.
- (b) All of the obligations of the Owner of the Place under this Agreement are covenants made pursuant to section 29(10) of the Act and are intended to ru

- (c) The rights and obligations of the Owner of the Place under this Agreement are not assignable by the Owner of the Place without the prior written consent of the Council.
- (d) Subject to sub-clause (e), on the Owner of the Place transferring the whole of the interest of the Owner in the Place and the Land to another person, the Owner is released from all personal liability under this Agreement.
- (e) The provisions of sub-clause (d) will not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the transferring Owner to another person.

### Part 3 Development and Conservation

#### 3.1 No Development without the Council's Approval

- (a) The Owner and the Owner of the Place must, during the Construction Period, undertake the conservation of the Place:
  - (1) as recommended by the Conservation Plan;
  - (2) by the completion of the Conservation Works,in each case in accordance with plans and specifications first approved in writing by the Council.
- (b) The Owner of the Place shall not:
  - (1) carry out any development on or of the Place; or
  - (2) without prejudice to the generality of sub-clause (b)(1), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place or of the Significant Fabric,except as permitted by this clause or as otherwise approved in advance in writing by the Council.

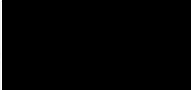
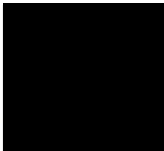
#### 3.2 Maintenance

The Owner of the Place shall maintain the Significant Fabric, as restored and adapted with the approval of the Council, in a proper, safe and sound standard of repair and condition in all respects to the reasonable satisfaction of the Council.

#### 3.3 Compliance with Statutes

Nothing in this Agreement removes, limits or modifies the obligations on the Owner of the Place to comply with all relevant statutory and other requirements in connection with the development of the Land, and the Owner of the Place is responsible for obtaining all approvals consents and licences required for development of the Land, including planning approvals and building licences, from all relevant bodies and authorities including the local authority.

### Part 4 Council's Rights of Entry and Powers of Inspection



#### 4.1 Council's rights of entry and powers of inspection

- (a) Subject to sub-clause (b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to sub-clause (c), the Council will comply with any reasonable requirement imposed by the Owner of the Place for the purpose of exercising the rights of the Council under sub-clause (a).
- (c) The Owner of the Place must do all things necessary to enable the Council to exercise its rights of inspection as set out in sub-clause (a), including without limitation ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

### Part 5 Default

#### 5.1 Events of default

- (a) An Event of Default occurs if:
  - (1) the Owner of the Place is in breach of or does not comply with any of its obligations under this Agreement and the breach or non-compliance continues for 30 days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
  - (2) the Owner of the Place repudiates or commits a fundamental breach of this Agreement.

#### 5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works); together with or separately from
- (b) any rights and remedies which may be available to the Council at law or in equity; together with or separately from
- (c) the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

#### 5.3 Land and Place at risk of Owner of the Place

The Land and the Place shall remain at the risk of the Owner of the Place in all respects, notwithstanding any provisions in this Agreement dealing with the development of the Land or the Place and without limitation all development of the Land or the Place

shall be conducted entirely at the risk of the Owner of the Place and the Owner of the Place shall indemnify and keep indemnified and save harmless the Council, the Minister and any of their respective servants or agents against all Damage incurred or suffered by any of them arising from or in connection with the development or occupation of the Land or the Place by the Owner of the Place or any person claiming through or under the Owner of the Place.

#### **5.4 Interest on overdue money**

If the Owner of the Place becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner of the Place shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the Supreme Court Act.

### **Part 6 General**

#### **6.1 Variation to be in writing**

No variation of this agreement will be effective unless in writing and executed by the Council and the Owner of the Place.

## 6.2 Governing Law

This Agreement is governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

## 6.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

## 6.4 Extension of time by Council

The Council may, at the Council's discretion and by written notice to the Owner of the Place, extend any time period for performance by the Owner of the Place of any of its obligations under this Agreement.

## 6.5 Costs

- (a) The Owner of the Place shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
- (1) the exercise or enforcement by the Council of any right, power or remedy under this Agreement; and
  - (2) any act or omission by the Owner of the Place causing Damage to the Council,
- including the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.



EXECUTED AS A DEED.

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

*Maurice Owen*  
Signature of authorised person

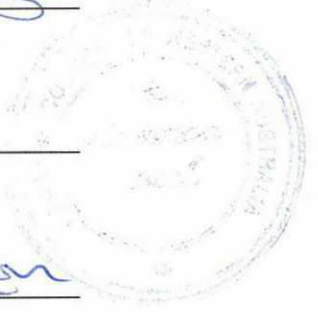
*[Signature]*  
Signature of authorised person

CHAIRMAN  
Office held

*Director*  
Office held

MAURICE OWEN  
Name of authorised person

IAN - H. BAXTER  
Name of authorised person



SIGNED

by  
in the presence of:

[Redacted]



[Redacted]

Witness

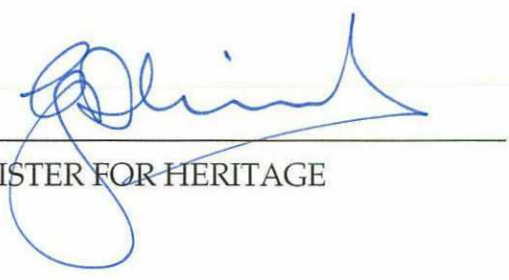
\_\_\_\_\_  
Name (please print)



**CERTIFICATE UNDER SECTION 32 OF THE HERITAGE OF WESTERN  
AUSTRALIA ACT**

I, The Hon. Graham Kierath, MLA, Minister for Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the Heritage of Western Australia Act 1990.

Dated the 19<sup>th</sup> day of SONE 19 PM 2000



A handwritten signature in blue ink, appearing to read 'G. Kierath', is written over a horizontal line. The signature is stylized and cursive.

MINISTER FOR HERITAGE

**The Schedule**

**Item 1: The Place**

Geraldton Railway Station (fmr) which is situated at Chapman Road, Geraldton and consists of the Land described in Item 3 and the works and the buildings on it.

**Item 2: Significant Fabric**

The whole of the Place.

**Item 3: Land**

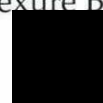
That portion of Geraldton Lot 2910 being a part of Crown Reserve 42070 and being part of the land comprised in Crown Land Record Volume 3098 Folio 679. A copy of the survey undertaken is appended to this Agreement as Annexure A.

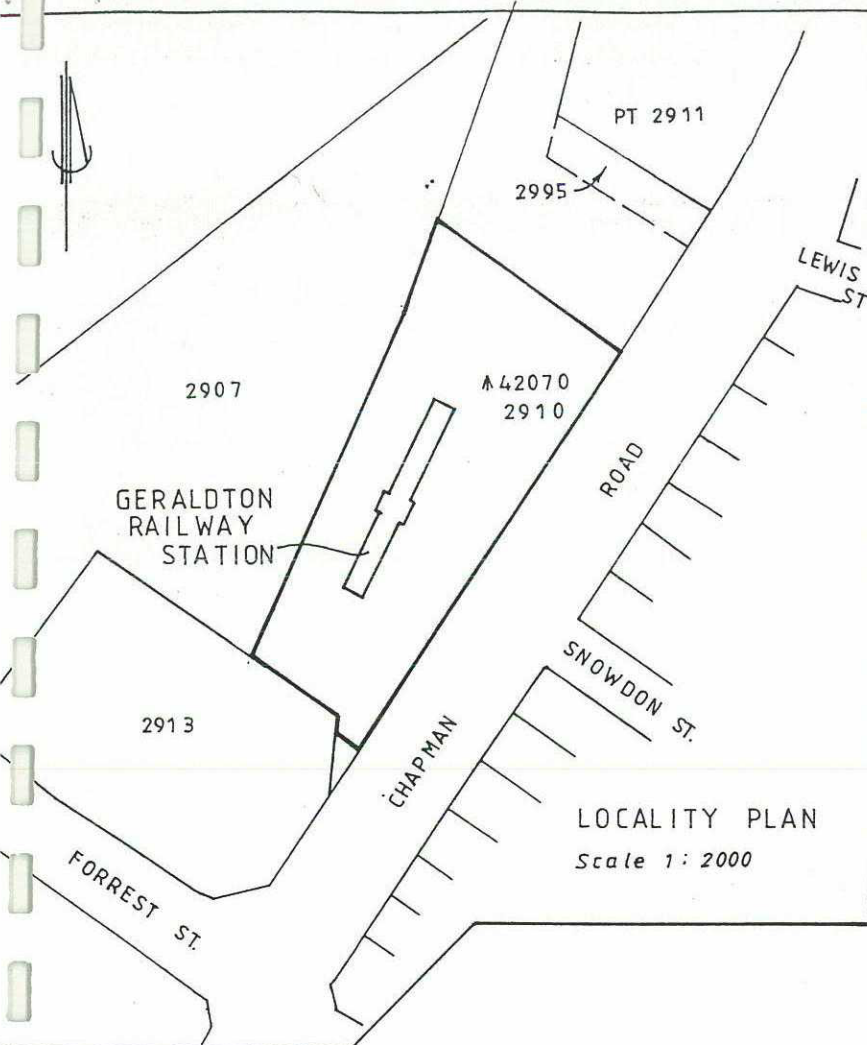
**Item 4: Conservation Plan**

"Geraldton Railway Station (fmr), Chapman Road, Geraldton Conservation Plan" prepared by Heritage and Conservation Professionals for Landcorp on behalf of Westrail, ~~November 1998~~ <sup>MARCH 1999</sup> a copy of which is appended to this Agreement as Annexure B.

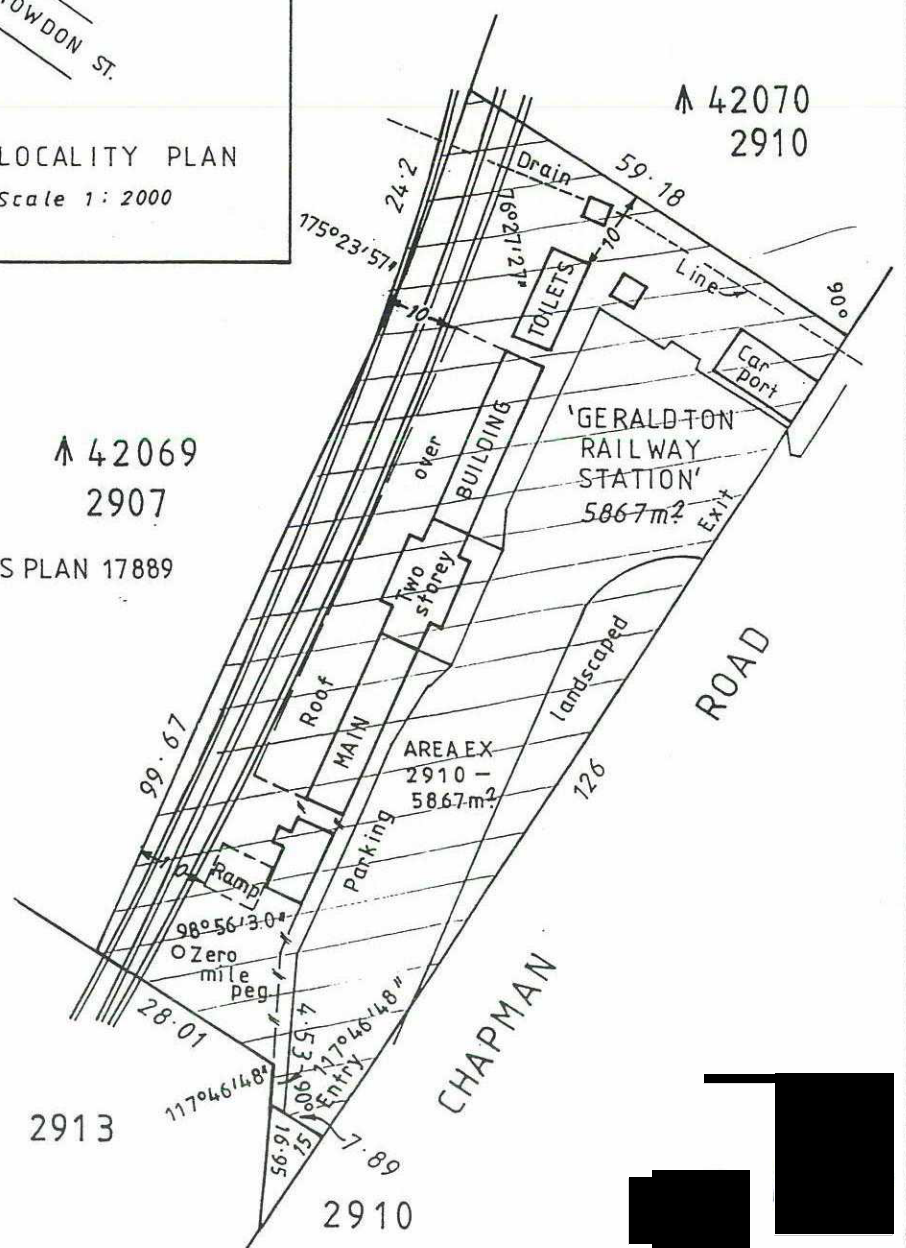
**Item 5: Conservation Works**

The schedule of works described in Annexure C.





42069  
2907  
CS PLAN 17889



STEFFANONI EWING & CRUICKSHANK PTY LTD  
282 Rokeby Road Subiaco W.A. 6008

— Licensed Surveyors —

Surveyed	Plan CS 17889
Drawn BE	Diagram
Scale 1:1000	Crown Grant
File 2400/97	Vol.3098 Fol.679

CLIENT	HERITAGE COUNCIL OF WESTERN AUSTRALIA
TITLE	PLAN SHOWING GERALTON RAILWAY STATION
	H.C.W.A. DWG NO

## Conservation Works

To ensure correct decisions are made within issues of conservation and development, it is desirable that the Owner of the Place be guided by the advice of experts and heritage professionals. A heritage architect should be appointed to develop a comprehensive maintenance program and specification details of recommended conservation works. The heritage architect will also regularly inspect the building and oversee the implementation of the works.

### Short Term Works - To be completed within 1 year

Retain and conserve station building, former lamp store and toilet block. No extensions to these buildings.

Retain and conserve station platform.

Commission the preparation of a comprehensive interpretation plan for the place.

Retain, conserve and interpret section of track adjacent to the western side of the station.

Retain, conserve and interpret weighing scales on platform.

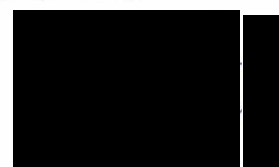
Retain, conserve and interpret zero mile peg on southern end of the station platform.

Retain sections of original lathe and plaster ceiling where they remain.

Retain, conserve and interpret timber lined openings for original electrical cabling throughout the building.

### Medium Term Works - To be completed within 2 years

- Remove intrusive structures including the brick fence, sheds and steel framed carport.
- Remove the bin store on the western side of the former lamp store building.
- Remove the screen door from northern entrance and restore to original detail to recreate the original walkway through this opening.
- Inspect external stucco work and repair and conserve as required. Retain unpainted where the original unpainted finish remains.
- Repair and conserve rendered plinth around the building.
- In the event of works to the ground surfaces around the outside of the building, ensure that there is adequate ground drainage around the building to avoid rising damp.
- Retain and conserve original door and window openings and counters to the original parcels office. Check paint work and finishes generally and sand, prime and paint as required using good quality oil based paint for external works.
- Check external timber fretwork and decoration, eaves linings, fascias etc and sand, prime and paint as required using good quality oil based paint for external works.



- Retain and conserve the awning over the station platform. Check timber structural members, sand, prime and paint as required using good quality oil based paint.
- Retain and conserve the awning over the booking hall entrance. Check timber structural members, sand, prime and paint as required using good quality oil based paint.
- Remove vinyl tiles internally. New floor finishes should not be glued to the floor.
- Prepare paint scrapes prior to internal decoration when the building is repainted internally.
- Paint internal joinery as required.
- In the event of refurbishment of the toilet block, ensure that the original timber partitions are retained and conserved where they remain.
- Replace electric light fittings with incandescent lights to suit the original style of the building.

#### **Long Term Works - To be completed within 5 years**

- Conserve external walls. Inspect and paint with water based paints as and when required.
- Retain and conserve roof sheeting and structure. If replacement is required in the future consider using short lengths of corrugated galvanised iron to match as constructed detail.
- Check roof drainage system at regular intervals and replace elements as required to match the profile of existing rainwater goods.
- Reinstate of the roof light formerly located between the main roof and the station awning to original detail.
- Consider the significance of the place when designing new services including plumbing, electrical services, air conditioning etc.
- Consider the removal of the internal floors in the booking hall and restoration of the space to original detail. Consideration should include issues of future use and economic feasibility.
- Consider the removal of the first floor rooms to the north and south of the booking hall. Consideration should include issues of future use and economic feasibility. If the original detail of this area is not reinstated provide interpretation of the original building.