

**Heritage Council of
Western Australia**

and

[REDACTED]

HERITAGE AGREEMENT

LOT 2 & PART LOT 3

STIRLING STREET

BUNBURY

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HERITAGE AGREEMENT

LOT 2 & PART LOT 3 STIRLING STREET, BUNBURY

THIS AGREEMENT is made on the 5th day of March 200~~7~~⁴ 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 a permanent basis pursuant to the Act.
- C. The Minister made an order under section 59(4) of the Act in respect of the Place which came into effect on 11 January 2002.
- D. The Owner initiated the Order Appeal and the Demolition Appeal.
- E. The Owner wishes to develop the Place in accordance with the Development Scenario.
- F. The Council is prepared to allow the Owner to develop the Place (either in accordance with the Development Scenario or in any other manner acceptable to the Council) on the terms and conditions set out in this Agreement.
- G. The Owner is prepared to adjourn and, ultimately, to withdraw each of the Order Appeal and the Demolition Appeal on the terms and conditions set out in this Agreement.

AGREEMENT:

The parties agree with each other as follows.

1 Definitions & Interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"**Act**" means the Heritage of Western Australia Act 1990.

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

"Approved Proposal" means a proposal of the kind referred to in clause 3.4(b)(i), as varied from time to time by written agreement between the Owner and the Council.

"Approved Details" has the meaning set out in clause 3.4(b)(iv).

"Buildings" means the three cottages located respectively at 155, 157 and 159 Stirling Street, Bunbury.

Condition Satisfaction Date means the date:

(a) on which each of the Conditions has been fulfilled or waived by the Owner in respect of a Proposal; or

(b) on which development on the Land commences,

whichever is earlier.

"Conditions" means each of the events referred to in clauses 3.5(a) and 3.5(b).

"Conservation Consultant" means a consultant engaged by the Owner in accordance with clause 3.1(a).

"Conservation Works" means the works specified in the Schedule.

"Conservation Works Program" means the program referred to in clause 3.4(b)(ii), as varied from time to time by written agreement between the Owner and the Council.

"Conservation Works Completion Date" means the date which is 2 years after the Condition Satisfaction Date.

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

"Demolition Appeal" means the appeal to the Minister for Planning and Infrastructure commenced by the Owner under Part V of the Town Planning and Development Act 1928 in respect of the decision of the City of Bunbury to refuse the Owner's application to demolish the Place.

"Development Scenario" means "Development Scenario 2" set out on page 14 of the Planning Report.

"Effective Date" means the date on which the Council executes this Agreement.

"Event of Default" has the meaning set out in clause 10.1.

"Funding Period" means the period commencing on the Condition Satisfaction Date and ending on the date which is 2 years and 2 months after the Condition Satisfaction Date.

"Grant Limit" means the amount of \$90,000.

"Land" means portions of Leschenault Location 26 and being Lot 203 on Deposited Plan 34027 and Lot 2 on plan 1825 together with a right of carriage way over Green

and Hayes Streets being the whole of the land comprised in Certificate of Title Volume 378 Folio 126.

"Maintenance Program" means the program referred to in clause 3.4(b)(iii), as varied from time to time by written agreement between the Owner and the Council.

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

"Owner" means [REDACTED] and any other owner or owners of the Land from time to time, "owner" having the meaning ascribed to it by the Act.

"Order Appeal" means Appeal No. 24 of 2002 in the Town Planning Appeal Tribunal of Western Australia.

"Party" means a party to this Agreement and **"Parties"** has a corresponding meaning.

"Place" means the Land and includes all buildings, structures and other improvements on or in the Land from time to time.

"Planning Report" means the report by Planning Solutions (Aust) Pty Ltd, entitled *Lots 2 & Pt Lot 3 Stirling Street, Bunbury* and dated July 2002.

"Required Date" means the date which is 12 months after the Effective Date.

"Significant Fabric" means the Buildings and any other buildings, structures or improvements on or in the Land on the Effective Date.

"Treasurer" means the Treasurer of the State of Western Australia.

In this Agreement, unless the contrary intention appears, 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.
- (d) a reference to any thing is a reference to the whole and each part of it.

2 Commencement, Duration and Scope of Agreement

2.1 Commencement and Duration of this Agreement

This Agreement commences on the Effective Date and will be of permanent effect unless terminated by written agreement between the Council and the Owner.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council.
- (d) Subject to sub-clause (e), on the person who is at the time the Owner (“**Outgoing Owner**”) transferring the whole of that person’s interest in the Place and the Land to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under or in connection with 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 Outgoing Owner to another person.

3 Development in accordance with Development Scenario

3.1 Owner to make submissions as to development

The Owner must, as soon as reasonably practicable after the Effective Date:

- (a) engage a consultant approved by the Council in writing to advise the Owner as to the Conservation Works and any development undertaken by the Owner on the Land; and
- (b) submit to the Council a proposal setting out details of the manner in which the Owner intends to develop the Place which proposal includes, without limitation:

- (i) draft plans and specifications in respect of the proposed development;
- (ii) a draft strata title plan or survey strata title plan (as the case may be) of the Land in respect of the proposed development;
- (iii) details of the manner in which the Significant Fabric is to be affected by the proposed development;
- (iv) a program which details the Owner's proposed timing and manner of implementation of the Conservation Works; and
- (v) a program which details the manner in which the Owner proposes to maintain the Place after the Conservation Works have been completed,

each prepared by, or reviewed by, the Conservation Consultant (and such proposal will be a "**Proposal**").

The Owner must provide to the Council any other documents or information related to the Place or the proposed development which the Council requests.

3.2 **Application for permit**

The Council will treat the Proposal as an application for a permit under section 64(1) of the Act.

3.3 **Number of submissions**

The Owner may submit to the Council more than one Proposal.

3.4 **Effect of approval by Minister**

If the Minister authorises the implementation of a Proposal under section 64(3)(b) of the Act:

- (a) subject to any conditions, the Owner may, not later than 30 days after the date on which the Minister's authorisation is given, notify the Council that one or more of the conditions is unacceptable to the Owner; or
- (b) without imposing any conditions or if the Owner does not give notice under clause 3.4(a):
 - (i) that Proposal, subject to the conditions (if any) imposed by the Minister will be an "**Approved Proposal**";
 - (ii) the Conservation Works Program submitted by the Owner pursuant to clause 3.1(b)(iv), subject to the conditions (if any) imposed by the Minister will be the "**Conservation Works Program**";

- (iii) the maintenance program submitted by the Owner pursuant to clause 3.1(b)(v), subject to the conditions (if any) imposed by the Minister will be the "**Maintenance Program**"; and
- (iv) the plans and specifications, the Conservation Works Program, the Maintenance Program and the other plans, details, documents or information submitted by the Owner to the Council, subject to the conditions (if any) imposed by the Minister, will be the "**Approved Details**".

3.5 Owner to progress acceptable Approved Proposal

The Owner will use its best efforts and endeavours to procure that in respect of an Approved Proposal:

- (a) the City of Bunbury issues under section 374 of the *Local Government (Miscellaneous Provisions) Act 1960* a building licence for that Approved Proposal; and
- (b) a strata plan or survey strata plan (as the case may be) of the Land which is consistent with that Approved Proposal is registered under the *Strata Titles Act 1985*,

by the Required Date.

3.6 Council to assist with Approved Proposal

- (a) Where any Proposal becomes an Approved Proposal and an application which is:
 - (i) in respect of the Approved Proposal; and
 - (ii) consistent with the Approved Details,

is referred to the Council by the City of Bunbury or the Western Australian Planning Commission as a decision-making authority pursuant to either section 11 or section 78 of the Act, the Council will not advise the City of Bunbury or the Western Australian Planning Commission (as the case may be) that it objects to the application, provided that to do so will not result in the Council failing to properly carry out its functions under section 11 or section 78 of the Act (as the case may be).

- (b) Where any Proposal becomes an Approved Proposal, the Council will recommend to the City of Bunbury that a rates concession be granted by the City of Bunbury under section 6.47 of the *Local Government Act 1995* in respect of the Land.

3.7 No Approved Proposal or Fulfilment of Conditions

If on the Required Date:

- (a) there is no Approved Proposal; or

- (b) there is an Approved Proposal but one or both of the Conditions is not fulfilled;

then:

- (c) the Owner may, not later than 30 days after the Required Date, give a notice to the Council that the Owner no longer wishes to carry out development in accordance with this Agreement and, if the Owner does so, clauses 4, 5, 6, 7, 8 and 9 no longer apply and neither party will have any further rights or obligations under them (except in respect of any rights which have accrued at the time the Owner gives the notice); and
- (d) the Council may give a notice to the Owner that clause 7 will not apply and, if the Council does so, neither party will have any further rights or obligations under clause 7 (except in respect of any rights which have accrued at the time the Council gives the notice).

4 Development, Conservation Works and Maintenance

4.1 Conservation Works

The Owner must commence the Conservation Works as soon as reasonably practicable after the Condition Satisfaction Date and carry out and complete the Conservation Works:

- (a) by no later than the Conservation Works Completion Date;
- (b) in accordance with the Conservation Works Program; and
- (c) under the supervision of the Conservation Consultant.

4.2 Development

The Owner must not:

- (a) carry out any development on or of the Place; or
- (b) 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
- (c) sub-divide or make application to sub-divide the Land,

except:

- (d) where the Owner is carrying out the Conservation Works in accordance with clause 4.1 or an Approved Proposal in accordance with clause 4.3; or
- (e) in a manner approved in advance in writing by the Council.

4.3 Approved Proposal

The Owner may carry out development in respect of an Approved Proposal, but only in accordance with the Approved Details for that Approved Proposal and otherwise in accordance with this Agreement.

4.4 No transfer without approval

- (a) Unless and until the Conservation Works have been completed in accordance with this Agreement, the Owner may not transfer or otherwise dispose of or deal with the Place without the prior written approval of the Council.
- (b) The Owner charges to the Council, as security for the Owner's compliance with clause 4.4(a), all the Owner's estate and interest in the Land.
- (c) As soon as practicable after the Conservation Works have been completed in accordance with this Agreement, the Council will, at its cost, discharge the charge described in clause 4.4(b).

4.5 Maintenance

The Owner must maintain the Place in accordance with the Maintenance Program and in any event in a proper, safe and sound standard of repair and condition in all respects, to the reasonable satisfaction of the Council.

4.6 Compliance with Statutes

The provisions of this Agreement are additional to the Act and other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with the Act and all relevant statutory and other requirements in connection with the development of the Land, and the Owner 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.

5 Insurance

The Owner must maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Place in the case of damage or destruction and provide a copy of such a policy and a certificate of currency to the Council. In the event of damage or destruction the Owner must, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.

6 Reporting

6.1 Progress reports with respect to Conservation Works

The Owner must ensure that the Conservation Consultant prepares and submits to the Council:

- (a) not later than 6 months after the Condition Satisfaction Date; and
- (b) at intervals of no greater than 6 months during the time that the Owner is carrying out or is obliged to carry out the Conservation Works,

a written report detailing the progress and extent of completion of the Conservation Works in light of the Conservation Works Program.

6.2 Final report with respect to Conservation Works

As soon as practicable after the Owner has completed the Conservation Works, the Owner must:

- (a) submit to the Council for its approval a draft report prepared by the Conservation Consultant which sets out:
 - (i) a full description of the Conservation Works undertaken; and
 - (ii) original or laser copies of photographs of the Place before and after the Conservation Works were carried out; and
- (b) provide to the Council a summary of the contents of the draft report referred to in clause 6.2(a) of approximately 50-60 words which is suitable for use in the Heritage Council Database.

The Owner must, as soon as practicable after the Council notifies the Owner of its views on the draft report, ensure that the Conservation Consultant amends the draft report in any manner reasonably requested by the Council and issues the report to the Council in final form.

6.3 Annual Reports

At intervals of no greater than 365 days during the currency of this Agreement, the Owner must give to the Council a detailed written report regarding the maintenance and state of the Significant Fabric and the level of compliance with this Agreement by the Owner.

7 Grant

7.1 Grant for Conservation Works

The Council agrees to pay to the Owner, in accordance with and subject to the terms of this clause 7, a grant not exceeding the Grant Limit.

7.2 Payment of grant

The Owner may, at any time during the Funding Period, give to the Council a notice which:

- (a) in the case of the first notice given under this sub-clause (a), states that the Owner has completed certain Conservation Works and, in the case of any subsequent notice, states that the Owner has completed Conservation Works additional to those in respect of which the Owner has previously given notice under this sub-clause (a) (those Conservation Works, in either case, being the "Notified Conservation Works");
- (b) sets out an amount which, in the Owner's opinion, represents the cost of the Notified Conservation Works,

and if the Owner gives to the Council with the Owner's notice given under sub-clause (a):

- (c) a report prepared by the Conservation Consultant which details the Notified Conservation Works;
- (d) receipts or invoices which itemise and justify the cost of the Notified Conservation Works and which are endorsed by the Conservation Consultant as relating to the Notified Conservation Works; and
- (e) the Council is satisfied that the Notified Conservation Works have been carried out in accordance with this Agreement.

The Council will, subject to clause 7.3, pay to the Owner an amount equal to the cost of the Notified Conservation Works or such lesser amount as the Council, acting reasonably, considers reflects the value of the Notified Conservation Works.

7.3 Limitations on payment

The Council is not obliged to make any payment under clause 7.2:

- (a) if, at the time the Owner requests payment, an Event of Default continues unremedied; or
- (b) if the Owner's notice given under clause 7.1 is not given during the Funding Period; or
- (c) if the making of the payment would result in an amount of more than the Grant Limit being paid by the Council to the Owner; or
- (d) if the Owner has not fully and effectually withdrawn each of the Order Appeal and the Demolition Appeal in accordance with clause 9.2; or
- (e) if the Council has given a notice under clause 3.7(d).

7.4 Acknowledgment

The Owner acknowledges that the Council may only provide grants subject to the approval of the Minister and the Treasurer.

8 Council's rights of entry and powers of inspection

8.1 Council may enter

Subject to clause 8.2, the Council, through its nominated representative or nominated officer from time to time, may 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.

8.2 Council to comply with requirements

Subject to clause 8.3, the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 8.1.

8.3 Owner to assist

The Owner 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.

9 Proceedings

9.1 Suspension of Proceedings

The Owner must, as soon as practicable after the Effective Date, take all necessary steps to adjourn each of:

- (a) the Order Appeal; and
- (b) the Demolition Appeal,

sine die.

9.2 Withdrawal of Proceedings

As soon as practicable after the Condition Satisfaction Date, the Owner must take all necessary steps to withdraw each of:

- (a) the Order Appeal; and
- (b) the Demolition Appeal.

10 Default

10.1 Events of default

An Event of Default occurs if:

- (a) the Owner 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
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

10.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council will 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 must 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.

10.3 Land and Place at Risk of Owner

The Land and the Place will remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the development or maintenance of the Land or the Place and without limitation all development or maintenance of the Land or the Place must be conducted entirely at the risk of the Owner and the Owner must 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, maintenance or occupation of the Land or the Place by the Owner or any person claiming through or under the Owner.

10.4 Interest on overdue money

If the Owner 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

must 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.

11 General

11.1 Variation to be in writing

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

11.2 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.

11.3 Further assurances

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

11.4 Extension of time by Council

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

11.5 Costs

The Owner must pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:

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

Schedule

Conservation Works

**CONSERVATION REMEDIAL WORKS SCHEDULE ADOPTED
FROM STRUCTURAL REPORT BY MAITLAND CONSULTING
STRUCTURAL ENGINEERING (APRIL 2002)**

IMMEDIATE ACTION - ALL WORKS TO BE COMPLETED WITHIN 2 YEARS

Element	Recommended Work
Roofs	Roof Sheeting and Insulation <ul style="list-style-type: none">➤ Remove all existing roof sheeting.➤ Clean out tops of ceilings.➤ Place new sisalation insulation to internal area roofs.➤ Place new CGI roof sheeting together with all flashings.
	Timber and Miscellaneous <ul style="list-style-type: none">➤ Refix battens onto rafters.➤ Place new pgi tie-downs from rafters to ceiling structure.➤ Fix bolt collar ties to rafters to structural engineer's specifications.➤ Replace front verandah beam to No 159.➤ Replace 3 front verandah posts.➤ Fix new shoes to all verandah posts.➤ Undertake miscellaneous roof timber work: barges, scotias, bird-boards, rear verandah roofs, fascias.
Ceilings	Ceiling Fixing <ul style="list-style-type: none">➤ Check fixing of lathes onto joists and integrity of plaster at lathes. Rectify as required. (Note: Repair of ceiling cracks is included in painting).

NOTE- ALL NEW MATERIALS TO MATCH EXISTING

Element	Recommended Work
Brick Walls	Underpinning <ul style="list-style-type: none"> ➤ Underpin with jacking footings at junction of kitchen/beds/rear wall to each house.
	Rising Damp Remedial Work <ul style="list-style-type: none"> ➤ Install flashing to all internal walls (except fireplaces) and to all internal leaves of outside walls to structural engineer's specifications. <p>Flashing located one course above floor level.</p> <p>Remove and replace brickwork over to height of approx 700mm. Clean out cavities of outside walls during flashing installation.</p>
	<ul style="list-style-type: none"> ➤ Rebuild deteriorated brickwork as required. ➤ Chemically inject fireplace walls across full width of walls to structural engineer's specifications. ➤ Install airbricks to north, east and west walls.
	Crack Repair - Brickwork <ul style="list-style-type: none"> ➤ Clean out loose material. Dry mortar fill cracks.
	Plaster and Render Repairs <ul style="list-style-type: none"> ➤ Replace plaster where walls removed for flashing installation. ➤ Undertake localised repairs to plaster where missing, cracked or drummy. ➤ Undertake localised repairs to outside wall render where missing, cracked or drummy.

Element	Recommended Work
Timber Floors	Timber Structure <ul style="list-style-type: none"> ➤ Make good floor structure where there is excessive springiness.
	Timber Boards <ul style="list-style-type: none"> ➤ Sand and seal all floors.
	New Front Verandah Floor <ul style="list-style-type: none"> ➤ Build new jarrah plank floor to front verandah on timber joists beams and stumps to replace existing concrete floor.
Concrete Floors	Floor Replacement - Front Verandah <ul style="list-style-type: none"> ➤ Break up and remove concrete slabs to front verandah.
	Concrete Floors <ul style="list-style-type: none"> ➤ Make good slab cracking.
Non-Structural Elements	Rainwater Goods <ul style="list-style-type: none"> ➤ Supply and fix new "Ogee" gutters. Coat with bitumen inside. ➤ Supply and fix new round metal downpipes. ➤ Dispose of water away from building.
	Windows and Doors <ul style="list-style-type: none"> ➤ Adjust windows to ensure proper operation. ➤ Adjust doors to ensure proper operation. ➤ Install door stops. ➤ Supply and fix new door architraves as required.
	Skirting Boards <ul style="list-style-type: none"> ➤ Supply and fix new skirting boards. Exclude bath, laundry and stores.
	Painting <ul style="list-style-type: none"> ➤ Paint all surfaces inside and out. Include making good ceiling cracks and well sealing asbestos sheets (laundry, bath, store areas).
	Rubbish Removal, Clean up

NOTE- ALL NEW MATERIALS TO MATCH EXISTING

EXECUTED AS A DEED.

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

Chairman

Signature of authorised person

CHAIR
Office of authorised person



[Signature]

Signature of authorised person

DIRECTOR
Office of authorised person

SIGNED by

in the presence of:

Signature of witness

Name of witness

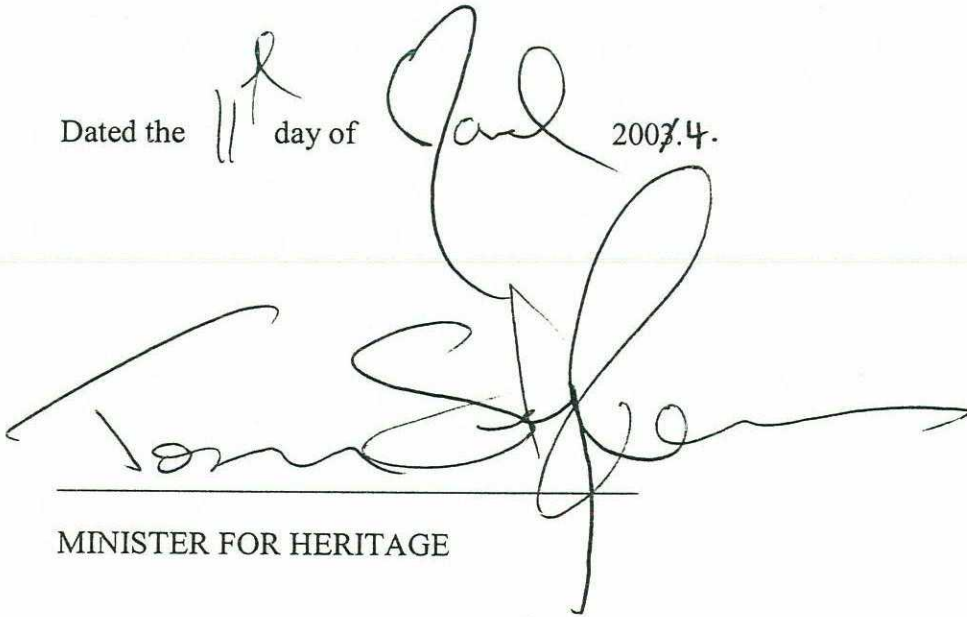
Address of witness

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

Tom Stephens, MLC,

I, the Hon. ~~Dr J M Edwards, MLA~~, Minister for ~~the Environment and~~ Heritage, hereby
certify that this Agreement is necessary for the purposes of, and complies with, the Heritage
of Western Australia Act 1990.

Dated the 11th day of April 2007.



A large, stylized handwritten signature in black ink, appearing to read 'Tom Stephens', is written over a horizontal line.

MINISTER FOR HERITAGE