

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

HERITAGE AGREEMENT

HOUSE - 257 ADELAIDE TERRACE, PERTH

JANUARY 2010

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HERITAGE AGREEMENT

HOUSE - 257 ADELAIDE TERRACE, PERTH

THIS AGREEMENT is made on the 2nd day of March 201 following parties:

2010 between the

- 1. HERITAGE COUNCIL OF WESTERN AUSTRALIA a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
- 2. , Western Australia

RECITALS:

- A. The Council's objects are to identify, conserve and where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; to facilitate development that is in harmony with cultural heritage values; and to promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the registered proprietor of the Land.
- C. The Place has been identified as being of cultural significance and is entered in the Register of Heritage Places on a permanent basis pursuant to the Act.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural significance for present and future generations.

AGREEMENT:

The parties agree with each other as follows.

PART 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the Heritage of Western Australia Act (WA) 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 Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

"Conservation Policy" means the policy specified in Item 3 of the Schedule;

"Conservation Works" means the works specified in Item 7 of the Schedule;

"Construction Completion Date" means in the case of "Conservation Works" as described in the Conservation Works, as soon as practicable after the Effective Date of this Agreement but not later than 2 years after the Effective Date of this Agreement;

"Construction Period" means:

- (a) the period commencing on the Effective Date and expiring on the relevant 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;

"Development" means the development or Use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

"Effective Date" means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

"Event of Default" is defined in clause 5.1;

"Fabric" means all the physical material of the Place, including but not limited to:

- (a) components, fixtures, contents and objects;
- (b) natural material such as the landform, vegetation, streams, soil and rock;
- (c) building interiors, subsurface remains and excavated material; and
- (d) components, fixtures, contents and objects that are temporarily removed for purposes such as repair, safekeeping or exhibition;

"Land" means the land described in Item 4 of the Schedule;

"Maintenance" means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

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



"Owner" means:

(a)	subject to clause 2.2(d),	as
	tenants in common in equal shares, for so long as	il and
		remains the
	registered proprietor of the Land, and	

registered proprietor of the Land; and

(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;

"Register" means the Register of Heritage Places and has the same meaning as in the Act:

"Significant Fabric" means those parts of the Fabric specified in Item 2 of the Schedule:

"Use" means the functions of the Place as well as the activities and practices that may occur at the Place:

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;
- a covenant or agreement by more than one person binds, and is (b) 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 this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties:
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be); and
- (f) a reference to any thing is a reference to the whole and each part of it.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is conditional upon the Minister for Heritage
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

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, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("Outgoing Owner") transferring the whole of that person's interest in the Place 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 clause 2.2(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.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding documents for conservation and future Use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the Construction Completion Date.

3.3 Development

The Owner shall not:

- (a) carry out any Development; or
- (b) without prejudice to the generality of clause 3.3(a), 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) subdivide or make application to subdivide the Land;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the Council.

3.4 Maintenance

- (a) The Owner shall ensure that the Significant Fabric, as restored, and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

3.5 Conservation Consultant

The Owner shall appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3. Refer to Item 6 of the Schedule.

3.6 Reporting

(a) Reports to be Prepared by Consultant

All reports required in this clause 3.6 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills and experience that is approved in writing by the Council.

(b) Reports to be Acceptable to Council

- (i) The Council shall consider all reports provided to it under this clause 3.6 and provide written notice to the Owner within 21 days of receipt of the report, indicating whether the report is acceptable or whether the report requires further information, detail, explanation or such other clarification as is reasonably required by the Council.
- (ii) In the event that the Council requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 21 days of receipt of written notice from the Council, or within such other reasonable period nominated in writing by the Council.
- (iii) The report shall be deemed acceptable to the Council if no response is received by the Owner within 21 days of submission.

(c) Annual Reports

The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council on a date which is 12 months after the Effective Date, and thereafter on every anniversary of the Effective Date during the currency of this Agreement. The report must set out the following information:

(i) the Maintenance and other activities which the Owner has undertaken

pursuant to clause 3.4 since the Effective Date, or the date of the previous report, as the case may be;

- (ii) the Conservation Works which the Owner has undertaken since the Effective Date or the date of the previous report, as the case may be;
- (iii) the Development and other activities which the Owner has undertaken, if any, pursuant to clause 3.3 since the Effective Date, or the date of the previous report, as the case may be; and
- (iv) the condition and state of the Significant Fabric at the time of writing the report.

(d) Reports on Conservation Works

The Owner must ensure that a proper, detailed and comprehensive written report which sets out the Conservation Works that have been undertaken since the date of any report provided pursuant to clause 3.6(c) is provided not later than 30 days after the "Conservation Works" as described in the Conservation Works at Annexure C are completed.

3.7 Insurance

The Owner will maintain an insurance policy with a reputable insurance company, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric 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 shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.

3.8 Compliance with Statutes

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with 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.

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 clause 4.1(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 clause 4.1(c), the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(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

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.

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:

- 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

- (a) The Land and the Place shall 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. Without limitation, all Development and Maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia, and any of their respective servants or agents (each an "Indemnified Party") 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 acting through, on behalf of, or under the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

5.4 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 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 (WA) 1935*.

PART 6 NOTICES

6.1 Form of Notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.5, if executed by the relevant consultant appointed pursuant to clause 3.4;
- (d) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person in clause 6.2 (or at such other address or number as is notified in writing by that person to the other Parties from time to time); and
- (e) will be deemed to be served, given or made:
 - (i) in the case of prepaid post on the second day after the date of posting;
 - (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission;
 - (iii) in the case of email on receipt of a delivery confirmation confirming successful delivery; and
 - (iv) in the case of delivery by hand on delivery.

6.2 Address for Notices

The details of each party for the purposes of giving notice are as follows:

(a) the **Council**:

Heritage Council of Western Australia		
PO Box 6201	Phone:	(08) 9221 4177
East Perth WA 6892	Fax:	(08) 9221 4151

Attention: Manager, Conservation and Assessment

(b) the **Owner**:



PART 7 GENERAL

7.1 Variation to be in Writing

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

7.2 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.

7.3 Further Assurances

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

7.4 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.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council;

including (without limitation) 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.

THE SCHEDULE

Item 1:	Place
	 House situated at 257 Adelaide Terrace, Perth and consists of: (a) the Land; (b) all buildings, structures and works on the Land from time to time; and (c) any thing in connection with the Land, entered or deemed to be entered in the Register.
Item 2:	Significant Fabric
	The Significant Fabric is described in Annexure A.
Item 3:	Conservation Policy
	The Conservation Policy is described in Annexure B.
Item 4:	Land
	Part Lot 30 on Diagram 36380 being part of the land contained in Certificate of Title Volume 2151 Folio 261.
Item 5:	Conservation Plan
	257 Adelaide Terrace, Perth - Conservation Plan prepared by Ronald Bodycoat, Architect, in November 1999, is currently under review and updating; the 1999 Conservation Plan was deemed by the Heritage Council Legal Officer to be adequate for the purposes of this Agreement.
Item 6:	Conservation Consultant
	Ronald Bodycoat, Architect, as appointed by the Owner.
Item 7:	Conservation Works
	The Schedule of Works described in Annexure C.
Item 8:	Maintenance
	The Schedule of Maintenance activities described in Annexure D.



EXECUTED AS A DEED

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

Signature of authorised person

AU RIAN

Office held

Name of authorised person

Signature of authorised person

Office held

Name of authorised person

THE COMMON SEAL of the Owner,	
	Sign
Office held	Office held
and an analysis of the second s	
Name of authorised person	Name of authorised person

CERTIFICATE UNDER SECTION 32 OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990

I, The Hon. G M (John) Castrilli, MLA, Minister for Local Government; Heritage; Citizenship and Multicultural Interests, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

2010.

Dated the

Minister for Local Government; Heritage; Citizenship and Multicultural Interests

2 nd day of March







ANNEXURE A

Significant Fabric

The Significant Fabric of the Place is described in Section 3.2 of the Conservation Plan pages 42 through 45, at Annexure E.

Note that the internal fittings and details at both levels of the building have been altered since issue of the Conservation Plan dated November 1999. The revised Conservation Plan of 2009 will address the current status of the building.

ANNEXURE B

Conservation Policy

The Conservation Policy is described in Section 5.3 of the Conservation Plan pages 52 through 55, at Annexure E.

Note that the Conservation Plan dated November 1999 is currently under review and updating; the 1999 document was deemed by the Heritage Council Legal Officer to be adequate for the purposes of this Agreement.

ANNEXURE C

Conservation Works

- 1. Assess the condition of the damp proof course to the north, east and west external brick walls.
- 2. Reinstate a damp proof course where found to be necessary, using a pressure injection system to address the full width of brick walls at ground floor level in the general location of the existing damp proof course.
- 3. Adjust ground levels to the north and west walls if the original damp proof course is now below finished ground level.
- 4. Assess the condition of the roof framing and make any necessary repairs, replacement or strengthening, including appropriate new bracing or tying down of the roof structure to the walls of the building and any necessary new roofing battens throughout. Repair the existing corrugated iron roof sheeting; replace deteriorated sheets; restore fixings to sound condition; repair chimney flashings and box gutters to the building, incorporating as may be necessary generous new under flashing of adjacent roof sheeting and maximum possible width and depth of gutter, laid to falls to future permanent outlet at the south end; replace to detail the roof at ground floor level to the projecting bay in the north wall; check the condition of the roof over the windows at the gable at first floor level. Repaint the entire roof sheeting and flashings in Indian Red colour, to match the original colour.
- 5. Provide and fix new moulded metal gutters and new round section sheet metal downpipes and hoppers to match the original; locate at original locations; terminate downpipes over stormwater gratings, clear of grating and not built in. Provide for stormwater disposal.
- 6. Check and restore brickwork in surviving chimneys; seal off flues; assess brickwork to chimneys within the roof space and repair as may be necessary.
- 7. Remove planting and soil at ground floor level along the west wall; assess the dado and repair or reinstate as may be necessary.
- 8. Replace any broken or damaged glass in door and window openings where the item is to be retained, and restore all putty prior to painting.
- 9. Remove frames to openings in the east wall at former air conditioning units and brick up to match adjacent brickwork.
- 10. Remove all surface conduits, service pipework, meter cabinet, cables and ducts, and all fixings and associated services to the north, east and west walls. Remove the window-mounted air conditioners and associated services from the east elevation and the south end of the west elevation, and remove the air conditioning plant and steel platform from the north end of the west elevation and at the south wall where not required for reinstatement of air conditioning. Install new electrical installation throughout.
- 11. Restore brickwork where items are documented to be demolished to the north, east, west and south elevations.
- 12. Recycle original bricks salvaged from demolition work onsite, where appropriate for restoration work.
- 13. Restore cast iron wall vents, replace terracotta wall vents with cast iron vents to match original existing, reinstate vents where blocked off at west wall.
- 14. Where removed or damaged, reinstate the projecting two-course high brick stringcourse at first floor level to the west wall.

- 15. Repair existing stucco mouldings, sills, dado rendering and stucco detailing where damaged, cracked or removed, to match original existing details, including to chimneys.
- 16. Provide and fix new joinery to future detail as may be necessary but generally to match the existing, to the following openings:
 - a. Restore all door and window frames and associated beadings, and ease window sashes to operable condition.
 - b. Restore hardware to match the original design; remove paint from retained hardware; install new window sash locks, on master key to all opening sashes; install new locks to all doors, on master key system to suit the use of the building.
 - c. Provide new doors (and frames as necessary) at ground and first floor levels into the northwest stair.
- 17. Replace timber fascias and barges to the north gable to match the original size and detail, and remove galvanised sheet iron over-flashing at the top of the mouldings above the windows.
- Restore spaced timber eaves battens and check and reinstate fixings throughout. Check and repair or replace timber eaves fascias and gutter mouldings. Refix any elements retained.
- 19. Metal over-flashing at gables will not apply; reinstate timber barge capping in lieu.
- 20. Restore as may be necessary door and window openings, sashes, doors and frames in the south wall at the two levels of the building.
- 21. Properly prepare all surfaces to be painted, paint all external brickwork, joinery and stucco to the north, east and west elevations. Paint colours and finishes will be as per the heritage architect specification dated 17 March 2009 submitted to the Council. Generally, joinery should be gloss finish and stucco rendering matt finish.
- 22. Fill steps to east porch and new slab over; new ceramic tile finish to east and west porches.
- 23. To both levels, repair timber floorboards and framing as necessary; sand and polish throughout.
- 24. Repair internal wall plaster finishes at both levels.
- 25. Repair first floor plasterboard ceilings; replace small area of deteriorated lath and plaster ceiling at first floor southwest room; provide new plasterboard ceilings to ground floor and new simple profile plaster cornices.
- 26. Repair skirtings and architraves to first floor level; provide new skirtings, quarter rounds and architraves where missing to ground floor level.
- 27. Refurbish existing toilet to first floor level as documented.
- 28. Refurbish existing tea preparation areas on the first floor.
- 29. Carry out proposed future works which are subject to amendment prior to the work proceeding:
 - a. Reinstatement of the northern verandah.
 - b. Demolition of the masonry underneath the two ground floor windows that were formerly French windows and reinstatement of French doors.
 - c. Fencing off the front courtyard.
 - d. Resurfacing the rear car park.
 - e. Conversion of a window to a door to allow entry to the future verandah on the first floor.

- f. Reinstatement of French doors into the original French window openings, altered to windows, to open out onto the reconstructed verandah at first floor level.
- g. Demolition of the rear toilet block.
- h. Demolition of the strong room.
- i. Demolition of the rear enclosed verandah over two levels.
- j. Demolition of internal walls on the ground floor to provide an open plan space.
- k. Installation of adequate lighting, emergency exit lighting, emergency lighting, smoke detectors, power cabling, data cabling and any other services required to meet occupants' requirements and to comply with the Building Code of Australia.
- Note: Refer to Drawings attached:
 - A0.01 Drawing Schedule
 - A1.05 Carpark Plan
 - A2.01 Demolition Works North
 - A2.02 Demolition Works South
 - A2.03 Demolition Works East
 - A2.04 Demolition Works West
 - A3.01 Alfresco Plan
 - A3.02 Basement Floor Plan
 - A3.03 Ground Floor Plan
 - A3.04 First Floor Plan
 - A3.05 Roof Plan
 - A4.01 North Elevation
 - A4.02 South Elevation
 - A4.03 East Elevation
 - A4.04 West Elevation
 - A5.01 Section A-A
 - A5.02 Section B-B.

ANNEXURE D

Maintenance

The programme below will form part of the Maintenance regime for the Place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This maintenance schedule is concerned with significant heritage fabric and the presentation of the Place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This maintenance schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the Place is wholly or partially unoccupied.

Should the Place be subject to Damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

Provisional Periodic Maintenance Schedule:

Structural monitoring should be undertaken from time to time, particularly in regard to the original building of two levels of load bearing brick construction plus a cellar under part of the south-west corner, in the context of the proposed major high-rise building construction; and in regard to the existing high-rise developments and excavation for the vehicular driveway along the western boundary.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect building for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary.
- Inspect and repair external glazing as necessary.

ANNEXURE E

Conservation Plan

257 Adelaide Terrace, Perth - Conservation Plan prepared by Ronald Bodycoat, Architect, in November 1999, is currently under review and updating; the 1999 Conservation Plan was deemed by the Heritage Council Legal Officer to be adequate for the purposes of this Agreement.

DRAWING	DETAILS	REVISION	SCALE
DIRATING	ARCHITECTUBAL	REVISION	SCALE
A 0.01	DRAWING SCHEDULE		
A 1.01	SITE SURVEY - NORTH	B	NTS
A 1.02		A	1:200
A 1.02	SITE SURVEY - SOUTH	A	1:200
	SITE ANALYSIS PLAN	A	1:200
A 1.04	SITE ANALYSIS PLAN	A	1:200
A 1.05	CAR PARK LAYOUT	A	1:200
A 2.01	DEMOLITION WORKS - NORTH	B	1:100
A 2.02	DEMOLITION WORKS - SOUTH	A	1:100
A 2.03	DEMOLITION WORKS - EAST	A	1:100
A 2.04	DEMOLITION WORKS - WEST	A	1:100
A 3.01	ALFRESCO PLAN	В	1:100
A 3.02	BASEMENT PLAN	В	1:100
A 3.03	GROUND FLOOR PLAN	B	1:100
A 3.04	FIRST FLOOR PLAN	В	1:100
A 3.05	ROOF PLAN	В	1:100
A 4.01	NORTH ELEVATION	В	1:100
A 4.02	SOUTH ELEVATION	В	1:100
A 4.03	EAST ELEVATION	В	1:100
A 4.04	WEST ELEVATION	B	1:100
A 5.01	SECTIONS	В	1:100
A 5.02	SECTIONS	В	1:100
A 6.01	SUN STUDY - 21 MARCH	A	AS SHOWN
A 6.02	SUN STUDY - 21 JUNE	A	AS SHOWN
A 6.03	SUN STUDY - 21 SEPTEMBER	A	AS SHOWN
A 6.04	SUN STUDY - 21 DECEMBER	A	AS SHOWN

DEVELOPMENT APPLICATION

PROPOSED CAFE / RESTAURANT 257 ADELAIDE TERRACE PERTH WA 6000

DRAWING SCHEDULE

SF	DESIGNED:	CHECKED:	DRAWING NE
JOH DATE: 01/04/09	SCALE: NTS	J08 Mer 0938	A0.01
FRE PATH D:\0938\			PLOT DATE: 24/11/09

HIS IS A CADD DRAWING DO NOT AMEND MANUALLY





THE BUILDING IS TO BE LEFT SECURE AT ALL TIMES WITH ANY OPENINGS SECURELY BOARDED.

THE BUILDING IS TO BE LEFT WEATHER PROOF AT ALL TIMES.

REDUNDANT SERVICES (PLUMBING/ ELECTRICAL/ SEWER/ AIR CONDITIONING) ARE TO TERMINATED OR CAPPED AT SOURCE AND MADE SAFE.



(03) RETAIN WINDOWS FOR RE-USE.

~~

(04) REMOVE EXISTING FRONT VERANDAHS.

B REMOVE EXISTING BRICKWORK BENEATH TWO FRONT WINDOWS ON GROUND FLOOR AND MASONRY MULLION READY FOR NEW BI-FOLD DOORS UNDER LOW MASONRY ARCH. m ~~~~~

Samuel Fardoe Architect Pty Ltd ABN 50 129 089 765 U 17 / 2 Bremer Promenade, EAST PERTH WA 6004

PO BOX 3181 PERTH ADELAIDE TERRACE 6832 P: 08 9221 5020 M: 04 07 08 07 93

PROPOSED CAFE / RESTAURANT

E: sam@samuelfardoearchitect.com.au

DEMOLITION WORKS - NORTH

1:100@A3

CHECKED

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JOB No:

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PLOT DATE:

24/11/09

A2.01

257 ADELAIDE TERRACE

DESIGNED:

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(06) REMOVE PAINT (IF POSSIBLE) FROM EXISTING BRICKWORK AND REPAINT (WORKS COMPLETE).

07 REMOVE FIXED GLAZING READY FOR NEW SASH WINDOW WITH FAN LIGHT ABOVE.

08 REMOVE DOOR TO NORTH WEST STAIRWELL AND MODIFY MASONRY TO TAKE NEW GLASS

09 remove existing brickwork beneath two front windows on first floor ready for two (2 No.) New single doors

(10) REMOVE EXISTING NON-ORIGINAL WINDOW AND MODFIY MASONRY TO ACCOMMODATE NEW WINDOW.

RELOCATE RAINHEAD AND MODIFY MASONRY - BUILD UP PARAPET WALL TO TAKE NEW



(06) REMOVE ALL WALL MOUNTED AIR CONDITIONING UNITS.

SOUTH ELEVATION

1:100

(07) REMOVE PAINT (IF POSSIBLE) FROM EXISTING BRICKWORK AND REPAINT (WORKS COMPLETE).

257 ADELAIDE TERRACE PERTH WA 6000

DEMOLITION WORKS - SOUTH

SF	DESIGNED. SF	CHECKED:	DRAWING No:
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THIS IS A CADD DRAWING DO NOT AMEND MANUALLY



FLOOR AREAS 87 m²

ALFRES	со
COURTYARD	187 m²
PORCHES	18 m²
SUB-TOTAL	205 m ²

THE PROPOSED WORKS WILL REQUIRE THE PARTIAL DEMOLITION AND / OR MODIFCATION OF SOME THE EXISTING BUILDING FABRIC; WHILST THESE WORKS HAVE BEEN MINIMISED TO LESSEN THE IMPACT ON THE HERITAGE LISTED (STATE REGISTER) PROPERTY THESE WORKS ARE ESSENTIAL TO BRING THE PROPERTY UP TO THE REQUIRED STANDARD FOR THE PROPOSED NEW USE

ALL WORKS TO THE EXISTING BUILDING FABRIC ARE TO BE SUPERVISED BY A RECOGNISED HERITAGE ARCHITECT (RONALD BODYCOAT) AND COMPLETED WITH REFERENCE TO THE HERITAGE AGREEMENT AND CONSERVATION PLAN FOR

SIGNIFICANT WORKS TO RESTORE THE FACADE HAVE ALREADY BEEN UNDERTAKEN BY THE OWNERS, INCLUDING THE REPAIR AND PAINTING OF THE ROOF AND REPLACEMENT OF ROOF PLUMBING FITTINGS, AND THE REPAIR AND REPAINTING OF EXTERNAL MASONRY, STUCCO AND WINDOW

SAFETY/LIQUOR LICENSING:

THE SAFETY OF PATRONS IS A CONCERN OF THE OWNERS AND WILL BE A CONDITION OF ANY LIQUOR LICENSE THAT IS GRANTED FOR THE PREMISES - NOTE THAT THE RESTAURANT UPSTAIRS WILL BE SERVING ALCOHOL.

THE PRESENCE TO TWO VEHICULAR RIGHT OF WAYS ON EITHER SIDE OF THE PREMISES IS A HAZARD THAT NEEDS A PHYSICAL BARRIER TO PREVENT INJURY,

		PRINCIPAL	
		AIDE HOUSE DEVELOPMENTS PTY LT LEVEL 13, 256 ADELAIDE TERRACE, PERTH WA 6000	םי
/11/09	B	ISSUED FOR DEVELOPMENT APPLICATION APP	ROVAL
/09/09	A	ISSUED FOR DEVELOPMENT APPLICATION APP	ROVAL
DATE	ATE ISSUE REVISION		B
		AMUEL FARDOE RCHI	

PROPOSED CAFE / RESTAURANT 257 ADELAIDE TERRACE

ALFRESCO PLAN

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