

**COPY**

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**

  
  
**as joint tenants, jointly and severally**

**HERITAGE AGREEMENT**

**JOHNSON'S COMPLEX,  
GUILDFORD**

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## HERITAGE AGREEMENT

### Johnson's Complex 32 and 34 Johnson Street, Guildford

EXEMPT from W.A. Stamp Duty  
*HERITAGE OF WA*  
*S. 18(1) Act 1990*  
for Commissioner of State Revenue  
*28.12.07*

THIS AGREEMENT is made on the *17<sup>th</sup>* day of *December* 2007 between the following parties:

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. [REDACTED] and [REDACTED] as joint tenants, entering into this agreement jointly and severally (collectively, the "Owner").

#### 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 owner 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.
- E. This Agreement supersedes and replaces in its entirety a previous agreement entered into on 12 October 2007, and includes amendments to the Conservation Works as provided in Clause 3.2(b) of the previous agreement.

#### AGREEMENT:

The Parties agree with each other as follows.

#### PART 1 DEFINITIONS & 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 6 of the Schedule;

**“Construction Completion Date”** means:

- (a) in the case of "Essential Works" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement;
- (b) in the case of "Medium Term Works" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement;
- (c) in the case of "Long Term Works" as described in the Conservation Works, the date within 10 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 sealed by the Council;

**“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, sub-surface 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), [REDACTED] and [REDACTED] as joint tenants, for so long as [REDACTED] and [REDACTED] as joint tenants are the registered proprietors 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;
- (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 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**

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:
  - (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 document for the 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) sub-divide or make application to sub-divide 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 must 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.

### **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.

#### **(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 the 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 on the following dates:

- (i) not later than 30 days after the "Essential Works" as described in the Conservation Works are completed; and
- (ii) not later than 30 days after the "Medium Term Works" as described in the Conservation Works are completed; and
- (iii) not later than 30 days after the "Long Term Works" as described in the Conservation Works are completed.

**3.7 Insurance**

The Owner will 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 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**

- (a) An Event of Default occurs if:
  - (i) 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
  - (ii) 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:

- (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**

- (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 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** 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  
East Perth WA 6892

Attention: Manager, Conservation & Assessment

Phone: (08) 9221 4177

Fax: (08) 9221 4151

(b) the **Owner**:

[REDACTED]

[REDACTED]

[REDACTED]

Phone: [REDACTED]

## **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**

*Johnson's Complex* at 32-34 Johnson Street, Guildford, 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**

Lot 502 on Diagram 96039 being the land comprised in Certificate of Title Volume 2140 Folio 760, as is defined in Heritage Council of Western Australia survey drawing number 2465.

**Item 5: Conservation Plan**

*Conservation Plan Johnson Precinct* prepared by Laura Gray, Heritage and Conservation Consultant, for [REDACTED] (June 1999).

**Item 6: Conservation Works**

The schedule of works described in Annexure C.

**Item 7: Maintenance**

The schedule of maintenance activities described in Annexure D.



EXECUTED AS A DEED

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

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person

Name of authorised person

THE OWNERS:

and



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

JOHN KOBELKE <sup>ACTING</sup>

I, The Hon. ~~Michelle Roberts~~, MLA, Minister for Employment Protection; Housing and Works; Indigenous Affairs; Heritage; Land Information, hereby certify that this Agreement is necessary for the purposes of, and complies with, the Heritage of Western Australia Act (WA) 1990.

Dated the 21<sup>st</sup> day of DECEMBER 2007.

A/ John Kobelke  
Minister for Employment Protection; Housing and Works; Indigenous Affairs; Heritage;  
Land Information

## **Annexure A**

### **Significant Fabric**

The Significant Fabric is identified in Section 10.0 of *Conservation Plan Johnson Precinct* prepared by Laura Gray for [REDACTED] [REDACTED] (June 1999) pp. 64-67.

## **Annexure B**

### **Conservation Policy**

The Conservation Policy is identified in Sections 13.0 through 17.0 of *Conservation Plan Johnson Precinct* prepared by Laura Gray for [REDACTED] (June 1999) pp. 71-79.



## Annexure C

### Conservation Works

The following list of Conservation Works is derived from Section 14.0 of *Conservation Plan Johnson Precinct* prepared by Laura Gray for [REDACTED] (June 1999) pp. 73-75, and updated by Annette Green for the Heritage Council of Western Australia (October 2007)

#### Mill Wall Ruins

##### Immediate Works —

- Prepare a schedule of conservation works that focuses on retention *in situ* and minimal intervention. This should be completed by an appropriately trained conservation architect and include an assessment of the impact of the cement render on the north side of the wall and recommendations for its retention or removal. Appropriate timeframes for any works arising should be clearly identified as to whether they are immediate, medium-term or long-term.
- Complete any immediate works arising from the schedule created in the above item.
- Remove all planting from in front of and adjacent to the wall, remove garden bed reticulation from this area, adjust the level of the garden bed to closely match the original ground level and finish the area around the wall with an open gravel bed, graded to promote free drainage away from the base. Ensure lawn and other garden reticulation does not spray onto the wall.

##### Medium Term Works —

- Complete any unfinished Medium Term Works identified in the schedule prepared under Immediate Works, above.

##### Long Term Works —

- Complete any unfinished Long Term Works identified in the schedule prepared under Immediate Works, above, having particular regard to the front (west) wall.
- When the opportunity arises as development proposals are being considered, including any works or landscaping proposals that require excavation in the area around the site of the former mill, undertake archaeological research of the site.
- Monitor the impact of the render finish to the lower portion of the north side wall on problems associated with rising damp, including the condition of the abutting face brickwork and the associated internal walls. Investigate and implement conservation options for any problems identified.

#### Stables

##### Medium Term Works —

- Repoint the earlier cement mortar and other unsightly repairs. Ensure that any repointing is done with a sand lime mix with no cement to match the appearance and composition of the original.
- Monitor condition of all exterior timber surfaces and treat with preservative as necessary for long-term conservation.

## **Annexure C**

### **Conservation Works (Continued)**

#### **Jane's Cottage (fmr)**

##### **Immediate Works —**

- Facilitate runoff from the building perimeter. Construction of a closed perimeter sub-soil drain would be appropriate.
- Inspect chimneys and undertake repairs as required to maintain stability, including replacement of severely fretted bricks to match original and repointing to match original mortar in appearance and composition.
- Investigate options for the conservation of the reverse tone Flemish bond face brickwork on the west façade, including the treatment of fretting brickwork. Appropriate timeframes for any works arising should be clearly identified as immediate, intermediate term or long term.

##### **Medium Term Works —**

- Remove intrusive and dangerous concrete verandahs and reinstate timber flooring.
- Undertake any medium-term conservation works on the front (west) wall identified in the investigation undertaken under Immediate works.
- Repoint the earlier cement mortar and other unsightly repairs. Reconstruct where necessary. Ensure that any repointing is done with a sand lime mix with no cement to match the appearance and composition of the original.

#### **Seaton Ross (fmr)**

##### **Immediate Works —**

- Facilitate runoff from the building perimeter by connecting all downpipes directly into the sub-soil drainage system.
- Inspect all external joinery and repair/repaint deteriorated elements to maintain in a sound condition and to retain original detailing.
- Treat rust on window hoods of north façade and on wall vents.
- Inspect window lintels and assess degree of deterioration, including cracking to adjacent brickwork. Develop a schedule of conservation works to the lintels, including an appropriate timeframe (immediate, short-term or long-term) for each work item.
- Inspect ceiling and arches to front porch (east elevation) and assess degree of deterioration, including cracking and moisture damage. Develop a schedule of conservation works, including an appropriate timeframe (immediate, short-term or long-term) for each work item.



## **Annexure C**

### **Conservation Works (Continued)**

#### **Seaton Ross (fmr) (Continued)**

##### **Medium Term Works —**

- Repair damaged exterior brickwork and repoint the earlier cement mortar and other unsightly repairs. Reconstruct where necessary. Ensure that any repointing is done with a sand lime mix with no cement to match the appearance and composition of the original.
- Replace any severely damaged wall vents to match originals as closely as possible.
- Undertake any medium-term works identified in the assessment of the window lintels and the front porch ceiling and archway, undertaken as part of the Immediate Works, above.

##### **Long Term Works —**

- Undertake any long-term works identified in the assessment of the window lintels and the front porch ceiling and archway, undertaken as part of the Immediate Works, above.
- Remove intrusive concrete verandahs and reinstate timber flooring.
- Replace the longline profile gutter to south façade to match the gutters to the remainder of the building.
- Investigate options to remove paint from face brick walls of north and west facades.
- Investigate reinstatement of roof cresting to match original.

## **Annexure D**

### **Maintenance**

The Maintenance Programme below will form part of the maintenance regime for this 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 schedule is concerned with the 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 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.

It is not envisaged that structural monitoring will be required.

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.

### **Periodic Maintenance Schedule**

As Needed:

- Maintain ground levels around the buildings below the damp-proof course, or equivalent.
- Check roof and ground drainage, and monitor any problem areas.
- Keep grass, plantings and other vegetation on the perimeter of the house trimmed.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings for white ants 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 roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.