

Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

CITY OF PERTH

and

[REDACTED]
[REDACTED]
[REDACTED]

in respect of

553-561 WELLINGTON STREET, PERTH

(HCWA Database No. 2142)


TABLE OF CONTENTS

Part 1	Definitions & Construction	
1.1	Definitions	Page 3
1.2	Construction	Page 4
Part 2	Commencement, Duration and Scope of this Agreement	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
Part 3	Development and Conservation	
3.1	Conservation Works	Page 6
3.2	Development	Page 6
3.3	Maintenance	Page 6
3.4	Conservation Consultant	Page 6
3.5	Reporting	Page 6
3.6	Insurance	Page 7
3.7	Compliance with Statutes	Page 7
Part 4	City's Rights of Entry and Powers of Inspection	
4.1	City's rights of entry and powers of inspection	Page 7
Part 5	Default	
5.1	Events of default	Page 8
5.2	Rights and remedies of City	Page 8
5.3	Land and Place at risk of Owner	Page 8
5.4	Interest on overdue money	Page 9
Part 6	Notices	
6.1	Form of notices	Page 9
6.2	Address for notices	Page 9
Part 7	General	
7.1	Variation to be in writing	Page 10
7.2	Governing Law	Page 10
7.3	Further assurances	Page 10
7.4	Extension of time by City	Page 10
7.5	Costs	Page 10
7.6	No Waiver	Page 10
	The Schedule	Page 11
	Signatures	Page 12
	Certification	Page 13
	Annexures	Page 14

HERITAGE AGREEMENT

553-561 Wellington Street
Perth

THIS AGREEMENT is made between the following parties:

1. THE CITY OF PERTH, of Council House, 27 St Georges Terrace, Perth, Western Australia, 6000 (the "City"); and
2.  (the "Owner").

RECITALS:

- A. The City's functions include the control and management of planning and development within Perth. The City seeks to preserve and protect the unique character of Perth while balancing the need for growth and development. The City's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the local cultural heritage; facilitate development that is in harmony with the cultural heritage; and to promote public awareness and knowledge of the City's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of local cultural heritage significance, and is listed in the Municipal Inventory, the City Planning Scheme Heritage List, or both.
- D. As a condition of receiving planning approval for development, the Owner seeks to enter into an agreement with the City binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The City and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act 1990 (WA)*;

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

"Completion Date" means the date an occupancy permit is granted in respect of the student accommodation facility to be constructed on the Land.

"Conservation Works" means the conservation works specified in Item 4 of the Schedule;

“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;

“Interpretation Works” means the activities described in Item 6 of the Schedule;

“Land” means the land described in Item 3 of the Schedule;

“Maintenance” means the continuous protective care of the Significant Fabric as specified in Item 5 of the Schedule;

“Minister” means the Minister responsible for the administration of the Act;

“Owner” means:

- (a) subject to clause 2.2(d), [REDACTED] is the 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 as defined in the Act;

“Significant Fabric” means all the physical material of the Place specified in Item 2 of the Schedule; and

“Use” means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Construction

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 rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting 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);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (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 City.

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 dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land 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 City, 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) shall 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 Works

The Owner is required to carry out the Conservation Works and Interpretation Works by the Completion Date. All such works must be referred to the City for advice prior to the works actually being undertaken.

3.2 Development

Unless approved in advance in writing by the City, the Owner shall not:

- (a) carry out any Development;
- (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;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.3 Maintenance

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the City, is kept in a proper, safe and sound standard of repair and condition in all respects; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.4 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the City to supervise the Conservation Works, Interpretation Works and any Development of the Place or other action which requires the approval of the City under clause 3.3. The City shall not unreasonably withhold such approval.

3.5 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the City.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of the Conservation Works.
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the City within 60 days after receipt of a written request from the City for a report describing
 - (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
 - (ii) the condition of the Significant Fabric at the time of the report; and
 - (iii) any other matters regarding the conservation of the Place as specified in the written request;

provided that no more than one such report shall be required within any 12-month period.

- (d) In the event that the City requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the City shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the City.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.5 shall constitute an Event of Default.

3.6 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the City, 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 City. 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 Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.7 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/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

PART 4 CITY'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 City's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the City 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 City shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the City under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the City 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 business 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 City to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of City

In the event any Event of Default occurs, the City 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 City'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 City at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
 - (c) the rights, powers and remedies available to the City under the Act,
- and nothing in this Agreement limits or prejudices or shall hinder the exercise by the City or the Minister or any other person of any of the rights, powers or remedies available to the City, 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, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or 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 City, 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, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of 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 City pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the City 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 City, 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 if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall 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 identified 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) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

6.2 Address for notices

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

- (a) the **City**:

City of Perth
GPO BOX c120
PERTH WA 6839

Phone: 9461 3333

Fax: 9461 3083

ATTENTION: Chief Executive Officer

(b) the Owner:

[REDACTED]

PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the City and the Owner and certified by the Minister.

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 City

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

7.5 Costs

- (a) The Owner shall pay or reimburse the City on demand for all costs and expenses incurred by the City in relation to:
 - (i) the exercise or enforcement by the City 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 City, including (without limitation) the City'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.

7.6 No Waiver

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

7.7 Representations and Warranties

Where the Owner is a trustee of a trust, the Owner warrants that:

- (a) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
- (b) it has the power under the terms of the Trust Deed to enter into and comply with its obligations under this Agreement;

- (c) subject to special condition 1, it has the benefit of a right of indemnity in the Trust Deed;
- (d) it will exercise all its rights of indemnity from the trust assets in satisfaction of its Trustee Liability incurred by it under this Agreement;
- (e) it is not in default under the terms of the Trust Deed in a manner which would invalidate this Agreement or affect the Trustee's right of indemnity out of the trust assets; and
- (f) the Trust is fully and properly constituted and no action has been taken or is proposed to terminate the Trust.

7.8 Special Conditions

The provisions of this Agreement shall be subject to the Special Conditions, if any, set out in item 7 of the Schedule.

THE SCHEDULE

ITEM	TERM	DEFINITION
1.	Place	<p><i>Commercial building</i> (HCWA Database No. 2142), located at 553-561 Wellington Street, Perth, Western Australia, and consists of:</p> <ul style="list-style-type: none">(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.
2.	Significant Fabric	The Significant Fabric is shown on Annexure A(1).
3.	Land	Lots 303 & 304 on Deposited Plan 301707 being the whole of the land contained in the Certificate of Title Volume 2110 Folio 807.
4.	Conservation Works	The conservation works shown on the plans in Annexures A(1), A(2), and A(3).
5.	Maintenance	The schedule of maintenance activities described in Annexure B.
6.	Interpretation Works	The interpretation works shown on the plans in Annexures C(1) and C(2).
7.	Special Conditions	
1	Owner's limitation of liability	
1.1	In this special condition 1:	
	(a)	"Trust" means the [REDACTED]
	(b)	"Trust Deed" means trust deed dated 18 April 2019 under which the Trust was established; and
	(c)	"Trustee Liability" means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of the Owner which arises in any way under or in connection with this document or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this document or its performance.
1.2	The Owner enters into this document in its capacity as trustee of the Trust and in no other capacity.	
1.3	The parties acknowledge that the Owner incurs the Trustee Liabilities solely in its capacity as trustee of the Trust and agree that (to the maximum extent permitted by law) the Owner will cease to have any Trustee Liability if the Owner ceases for any reason to be trustee of the Trust.	
1.4	A Trustee Liability may be enforced against the Owner only to the extent to which:	

- (a) the Owner is actually indemnified in respect of that Trustee Liability out of the property of the Trust; and
 - (b) there is sufficient property held by the Owner as trustee at the time, which is available to meet that indemnity (after all Trust assets have been allocated to meet the indemnity and any other valid claims).
- 1.5 Subject to special condition 1.6, no person will be entitled to:
- (a) claim from or commence proceedings against the Owner in respect of any Trustee Liability in any capacity other than as trustee of the Trust,
 - (b) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of the Owner other than property held by the Owner as trustee of the Trust;
 - (c) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Owner on the basis of a Trustee Liability, or prove in any liquidation, administration or arrangement of or affecting the Owner; or
 - (d) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Owner, other than property which is held by it in its capacity as trustee of the Trust.
- 1.6 The restrictions in special conditions 1.4 and 1.5 do not apply to any Trustee Liability to the extent to which there is, whether under the Trust Deed or by operation of law, a reduction in the extent of the Owner's indemnification, or in respect of which the Owner is not entitled to be indemnified, out of the property of the Trust, as a result of the Owner's fraud, negligence or breach of trust.
- 1.7 Each other party to this document agrees that no act or omission of the Owner (including any related failure to satisfy any Trustee Liabilities) will constitute fraud, negligence or breach of trust of the Owner for the purposes of special condition 1.6 to the extent to which the act or omission was caused or contributed to by any failure of that party to fulfil its obligations relating to the Trust or by any other act or omission of that party.
- 1.8 No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Owner in a way which exposes the Owner to any personal liability, and no act or omission of such a person will be considered fraud, negligence or breach of trust of the Owner for the purposes of special condition 1.6.
- 1.9 This limitation of the Owner's Liability applies despite any other provisions of this document and extends to all Trustee Liabilities of the Owner in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this document or its performance.
- 1.10 The Owner is not obliged to do or refrain from doing anything under this document (including incur any liability) unless the Owner's liability is limited in the same manner as set out in special conditions 1.2 to 1.9.

EXECUTED AS A DEED

THE COMMON SEAL of the CITY OF
PERTH was affixed on [25/06/19])
by the authority of a resolution of the
Council in the presence of:)



[Signature]

Signature of authorised person

Commissioner

Office held

CAITE MCMATH

Name of authorised person

25 June 2019

Date signed

[Signature]

Signature of authorised person

CHIEF EXECUTIVE OFFICER

Office held

MURRAY JOHNSON

Name of authorised person

25/6/2019

Date signed

EXECUTED

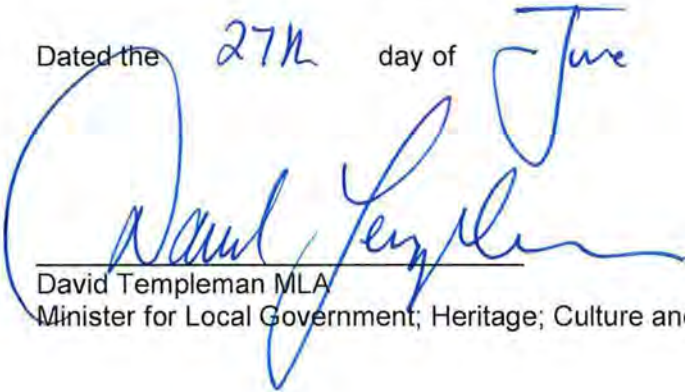
by



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

I, the Hon. David Templeman MLA, Minister for Local Government; Heritage; Culture and the Arts, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act 1990 (WA)*.

Dated the 27th day of June 2019.

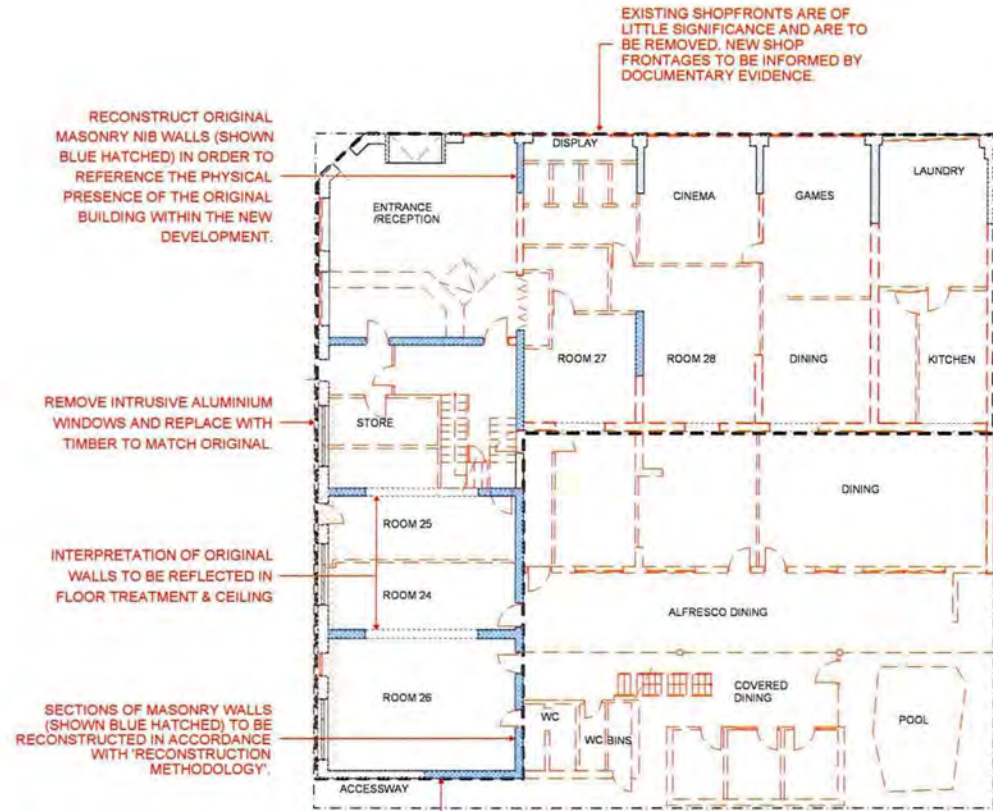


David Templeman MLA
Minister for Local Government; Heritage; Culture and the Arts

Annexure A(1), A(2), (A3)

- NOTES:
- 1 All drawings to be printed in A3 colour
 - 2 Drawings based on survey information provided by MJA Studio and Surveying Solutions

ANNEXURE A1

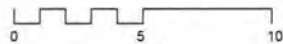


GROUND FLOOR PLAN

SCALE 1:200

LEGEND

- Footprint of original building
- Evidence of rising damp to be investigated and remediated
- Fabric approved for removal
- Original masonry walls to be retained (Significant Fabric)
- Sections of original masonry walls to be reconstructed in accordance with the 'reconstruction methodology' (Significant Fabric)



RECONSTRUCTION METHODOLOGY

1. The reconstructed elements are to be laser scanned with a point cloud (supported by High Resolution Photo Imagery) to ensure that they are recorded in detail and can be reconstructed exactly.
2. The builder is to take samples of the original building mortar (extent and number to be confirmed with heritage architects) for visual and composition analysis.
3. Careful dismantling of the masonry to be reconstructed salvaging all bricks, to be safely and securely stored on site in one place for later re-use;
4. Regular photos are to be taken during the dismantling of the masonry to accurately document the original construction.
5. Dismantled bricks are to be cleaned with a stiff brush and slight soapy water, sorted and stored securely on site.
6. Following the completion of ground works for the tower etc, the masonry to be reconstructed immediately to match the original exactly, informed by the documentation prepared during dismantling;
7. Install footings to heritage structural engineer's details.
8. Rebuild brick structure to exactly match original using traditional lime mortars (modern naturally hydraulic lime (NH-L2) will be acceptable);
9. The best bricks are to be used for the face brickwork;
10. Where new bricks are required to make up short fall to the facade, these are to be selected from the other walls onsite approved for demolition, without the use of any new bricks from offsite;
11. Once brickwork is completed, documentation to be provided to the City showing before and after reconstruction of heritage fabric.

RECONSTRUCT ORIGINAL MASONRY NIB WALLS (SHOWN BLUE HATCHED) IN ORDER TO REFERENCE THE PHYSICAL PRESENCE OF THE ORIGINAL BUILDING WITHIN THE NEW DEVELOPMENT.

SECTIONS OF ORIGINAL MASONRY WALLS (SHOWN BLUE HATCHED) TO BE RECONSTRUCTED IN ACCORDANCE WITH 'RECONSTRUCTION METHODOLOGY'

REMOVE INTRUSIVE ALUMINIUM WINDOWS AND REPLACE WITH TIMBER SLIDING SASH WINDOWS TO MATCH ORIGINAL.

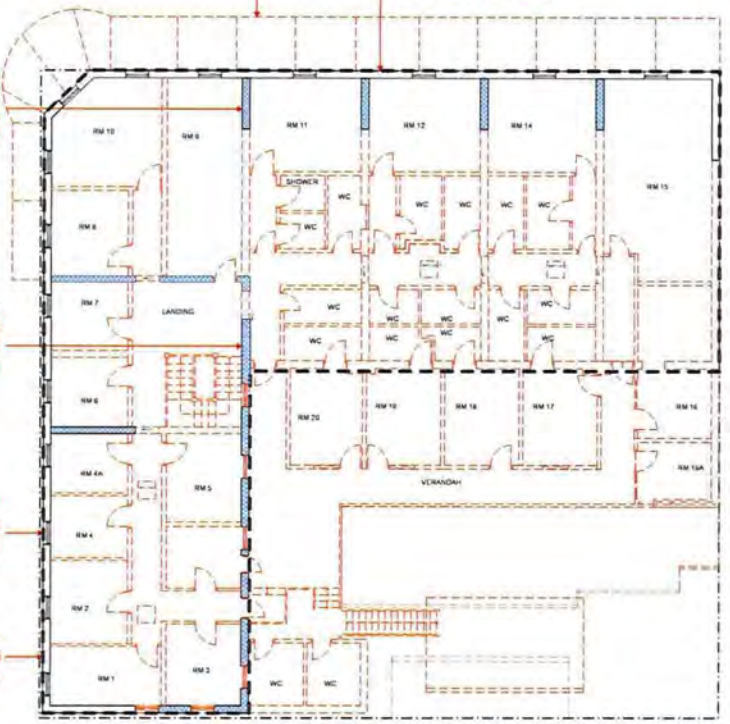
INSPECT EXTERNAL BRICKWORK FOR DECAYED MORTAR AND REPOINT WITH SUITABLE MORTAR REPAIR.

FIRST FLOOR PLAN

SCALE 1:200

REMOVE MODERN AWNING AND REPLACE WITH TRADITIONAL AWNING STRUCTURE TO MATCH ORIGINAL BASED ON DOCUMENTARY EVIDENCE.

EXTERNAL FACADES MAKE A PRIMARY CONTRIBUTION TO THE QUEEN STREET PRECINCT AND WELLINGTON STREET STREETScape AND ARE TO BE RESTORED TO MATCH ORIGINAL BASED ON DOCUMENTARY AND PHYSICAL EVIDENCE



NOTE: ALL RETAINED AND RECONSTRUCTED FABRIC IS CONSIDERED 'SIGNIFICANT' IN ACCORDANCE WITH HERITAGE AGREEMENT

NOTE: FABRIC TO BE DEMOLISHED SHOWN RED DASHED. REFER TO APPROVED DEVELOPMENT APPLICATION FOR NEW WORKS

553-561 WELLINGTON ST
CONSERVATION WORKS FOR HERITAGE AGREEMENT

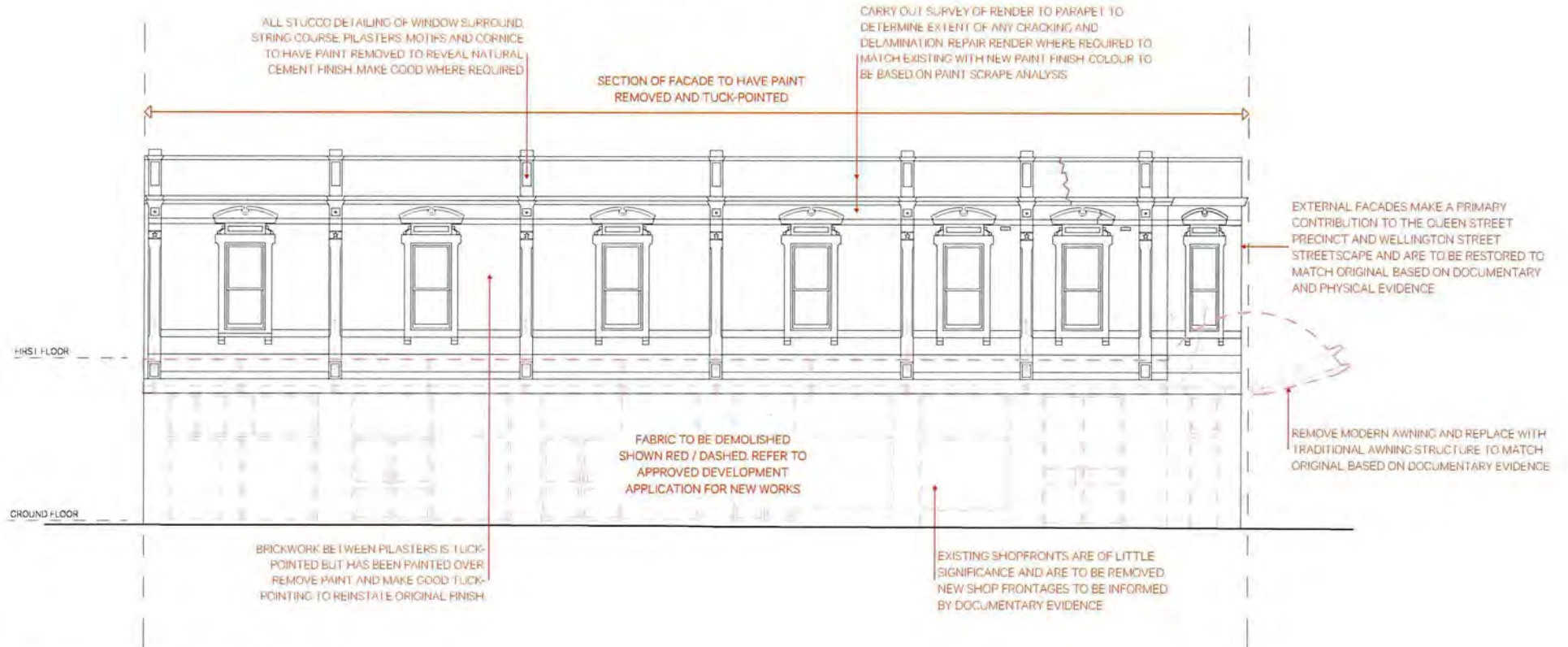
Project: 553 561 WELLINGTON STREET, PERTH
Drawing Title: CONSERVATION WORKS: FLOOR PLANS
Date: JUNE 2019

Scale@A3: 1:200
Job No: 18-555
Drawn: PAR
Checked: MB
Revision: 2



Level 18, 181 St Georges Terrace, Perth Western Australia 6000
410 Stn 753, Cloisters Square, Perth Western Australia 6000
T: +61 8 9299 6300 | E: info@element.com.au | www.element.com.au

ANNEXURE A2



WELLINGTON STREET ELEVATION
CONSERVATION WORKS 1:100

CONSERVATION NOTES

MASONRY REPAIRS

Cut out and replace severely deteriorated and mismatched bricks to match original.

REMOVAL OF INTRUSIVE ELEMENTS

Remove all awnings, light fixtures, redundant conduits and ac units and make good remaining fabric to match original aesthetic.

REPLACEMENT OF WINDOWS

Replace all aluminium windows with timber sash windows to match original as per documentary evidence and existing sample.

PAINT REMOVAL

Carefully remove paintwork to all existing brickwork and stucco detailing. Use methodology that is non-abrasive and does not introduce chemicals into the fabric. Exact methodology to be agreed with the contractor on site once it is known how well bonded the paint is to the substrate.





CLEANING BRICKWORK

Carefully clean all brickwork to remove dirt, organic growth and stains. Do not use high pressure water cleaning, abrasion or acid. Use combination of steam and low-pressure cleaning. Remove all redundant elements from walls such as previous fixings, plugs and hooks.

BRICK TUCK-POINTING

Rake out loose mortar joints and retuck-point with mortar to match original material and composition. Carry out any crack stitching using helifix helibar stainless steel rods (to structural engineer's details).

LEGEND

-  Evidence of moisture ingress to be investigated and remediated
-  Cracking to be investigated and repaired
-  Remove skim layer of render and make good brickwork behind to match existing
-  Fabric approved for removal

553 - 561 WELLINGTON ST

CONSERVATION WORKS FOR HERITAGE AGREEMENT

NOTES:

1. All drawings to be printed in A3 colour.
2. Drawings based on survey information provided by MJA Studio and Surveying Solutions.

Project: 553 - 561 WELLINGTON STREET, PERTH

Scale @A3: 1:100

Drawing No: 102

Drawing Title: CONSERVATION WORKS: WELLINGTON ST ELEVATION

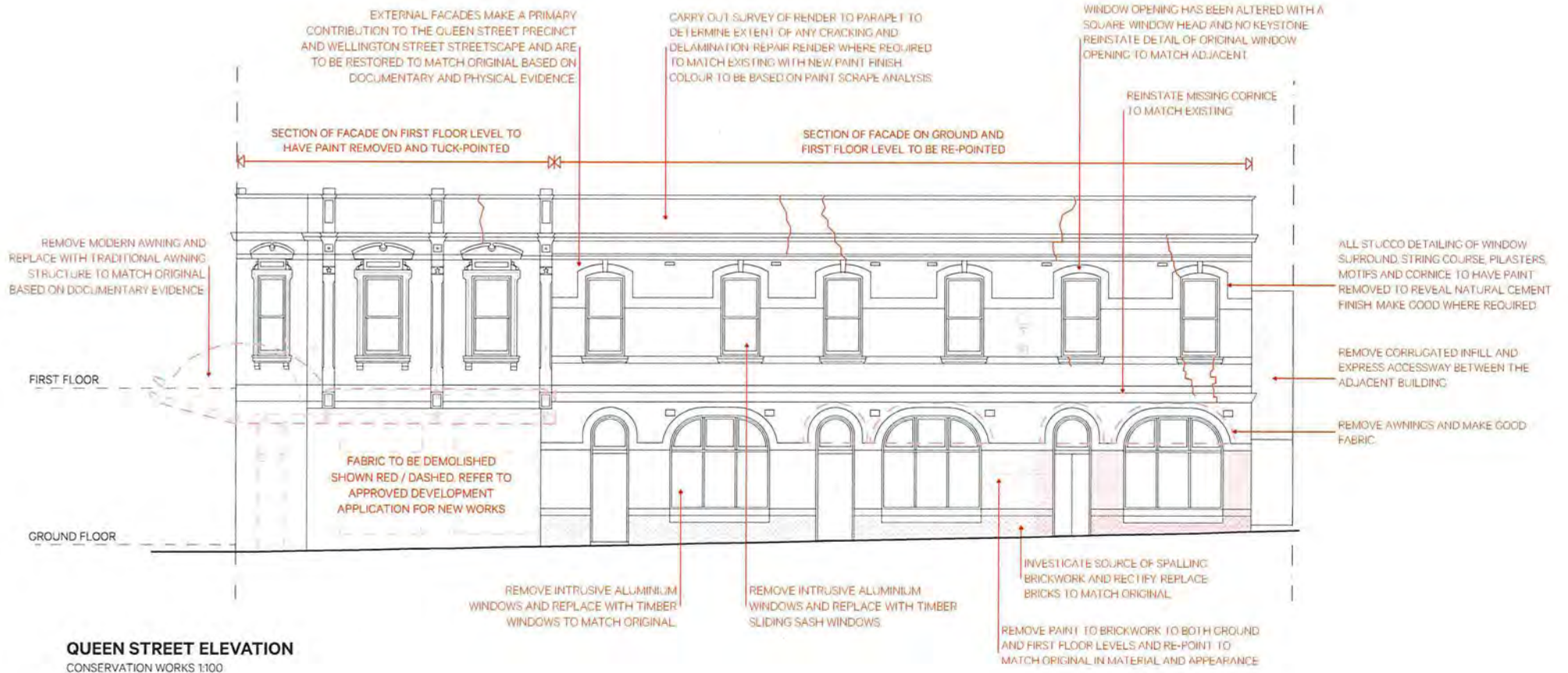
Date: APRIL 2019

Drawn: ZM Checked: MB

element.

Level 10, 101 St Georges Terrace Perth Western Australia 6000
100 Bank Quay, Glasgow, Scotland G2 3JL
T: +61 8 9269 8200 / E: hello@element.com.au / www.element.com.au

ANNEXURE A3



QUEEN STREET ELEVATION
CONSERVATION WORKS 1:100

CONSERVATION NOTES

MASONRY REPAIRS

Cut out and replace severely deteriorated and mismatched bricks to match original.

REMOVAL OF INTRUSIVE ELEMENTS

Remove all awnings, light fixtures, redundant conduits and ac units and make good remaining fabric to match original aesthetic.

REPLACEMENT OF WINDOWS

Replace all aluminium windows with timber sash windows to match original as per documentary evidence and existing sample.

PAINT REMOVAL

Carefully remove paintwork to all existing brickwork and stucco detailing. Use methodology that is non-abrasive and does not introduce chemicals into the fabric. Exact methodology to be agreed with the contractor on site once it is known how well bonded the paint is to the substrate.

CLEANING BRICKWORK

Carefully clean all brickwork to remove dirt, organic growth and stains. Do not use high pressure water cleaning, abrasion or acid. Use combination of steam and low-pressure cleaning. Remove all redundant elements from walls such as previous fixings, plugs and hooks.

BRICK TUCK-POINTING

Rake out loose mortar joints and retuck-point with mortar to match original material and composition. Carry out any crack stitching using helix helibar stainless steel rods (to structural engineer's details).

LEGEND

- Evidence of moisture ingress to be investigated and remediated
- Cracking to be investigated and repaired
- Remove skim layer of render and make good brickwork behind to match existing
- Fabric approved for removal

553 - 561 WELLINGTON ST CONSERVATION WORKS FOR HERITAGE AGREEMENT

- NOTES:**
- All drawings to be printed in A3 colour
 - Drawings based on survey information provided by MJA Studio and Surveying Solutions

Project: 553 - 561 WELLINGTON STREET, PERTH

Scale: gA3: 1:100

Drawing No: 103

Date: APRIL 2019

Drawn: ZM Checked: MB

Drawing title: CONSERVATION WORKS QUEEN ST ELEVATION

element.

Level 11, 111 St George's Terrace Perth Western Australia 6000
PO Box 7710 Glasgow Square Perth Western Australia 6000
T: +61 8 9219 1500 | E: hello@element.com.au | www.element.com.au

Annexure B

Maintenance

The 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 City 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.

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:

- Keep grass and other vegetation on the perimeter of structures trimmed short.
- Maintain ground levels around buildings to ensure that the foundation is visible by 300mm in the clear.
- Promptly remove graffiti.

Annually:

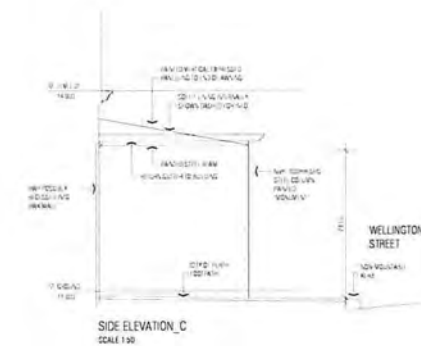
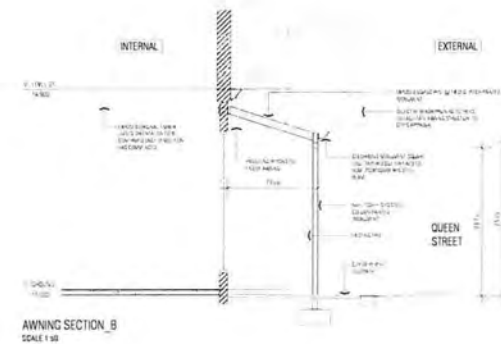
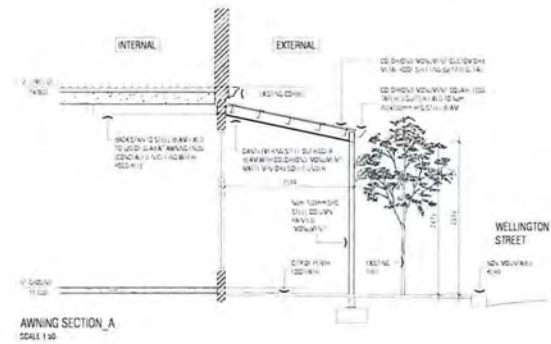
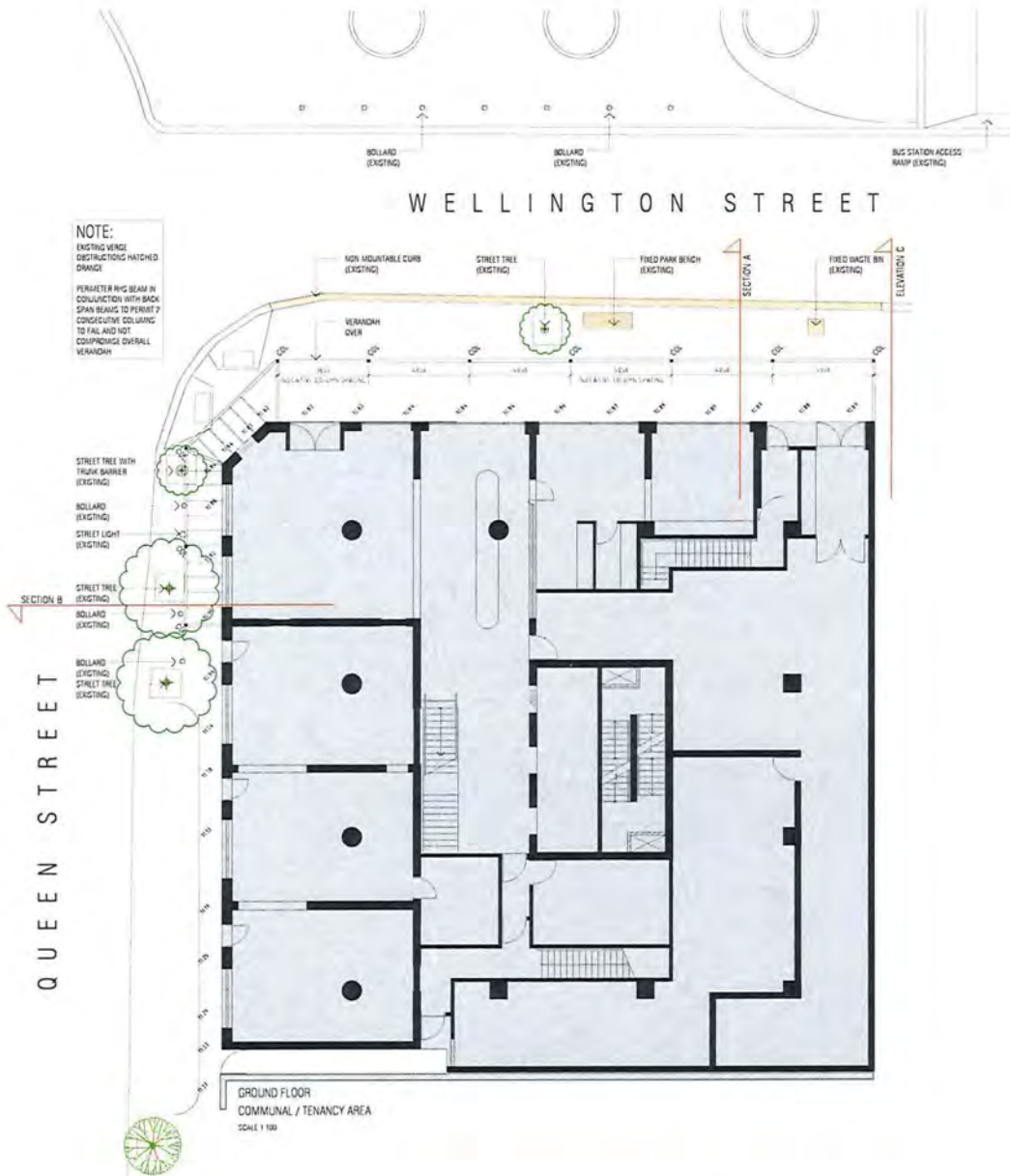
- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp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

Five Yearly:

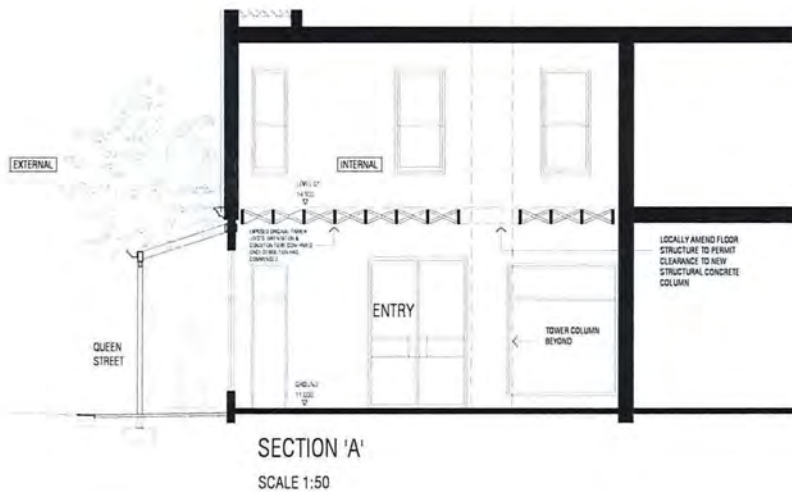
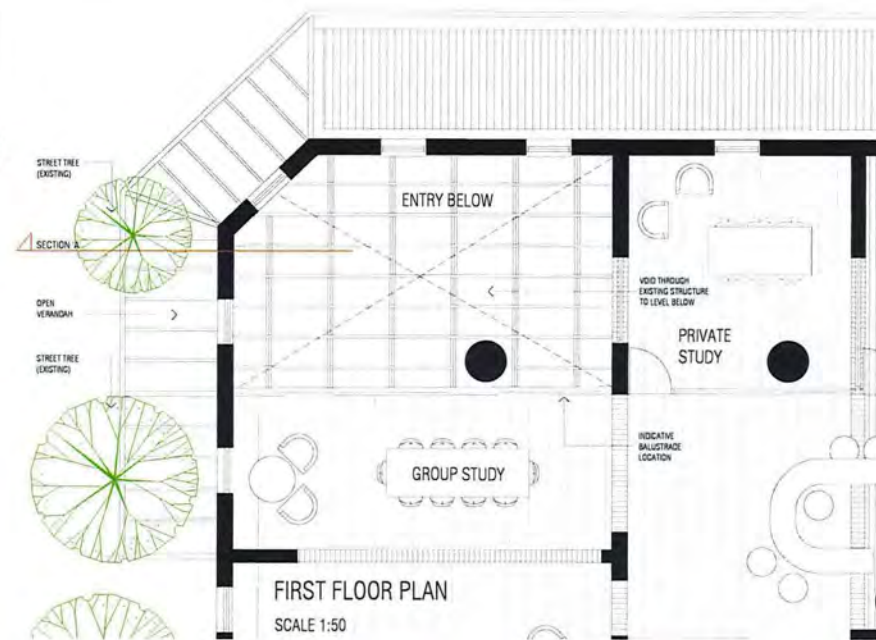
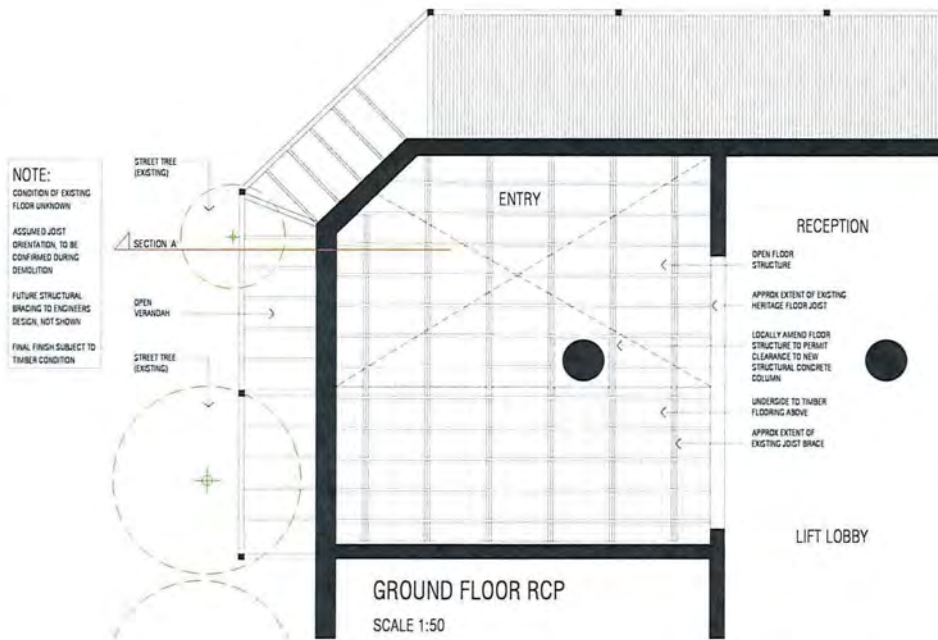
- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

Annexure C(1), C(2)

Interpretation works



REV	DATE	AMENDMENT	CLIENT
A	07/05/19	HERITAGE AGREEMENT	
B	07/05/19	AMENDED SOFFIT MATERIAL	
C	07/05/19	SOFFIT COLOUR	



INDICATIVE INTERIOR CONCEPT RENDER



PRECEDENT
OPEN JOISTS WITH BRACING
16 GORDON ST, WEST PERTH