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- TO REGISTRAR OF TITLES
REGISTRAR OF DEEDS AND TRANSFERS
EXECUTIVE DIRECTOR, DEPARTMENT OF LAND ADMINISTRATION

Form Approval A 400

MEMORIAL

HERITAGE COUNCIL
Ref. No.: 6102

HERITAGE OF WESTERN AUSTRALIA ACT 1990 HERITAGE AGREEMENT SECTION 29 (6)

DESCRIPTION OF LAND	EXTENT	VOLUME	FOLIO
BUILDINGS BURT WAY Burt Way Perth			
LOT 991 ON DEPOSITED PLAN 35286	WHOLE	2224	837
LOT 992 ON DEPOSITED PLAN 35286	WHOLE	2224	838

REGISTERED PROPRIETOR OF LAND


[REDACTED]

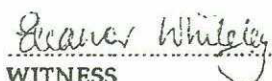
HERITAGE AGREEMENT

THE WITHIN INSTRUMENT DATED THE 27TH DAY OF DECEMBER 2002 AND
CERTIFIED UNDER SECTION 32 (1) IS A HERITAGE AGREEMENT UNDER SECTION 29
OF THE HERITAGE OF WESTERN AUSTRALIA ACT.

DURATION OF AGREEMENT
OF PERMANENT EFFECT

DATED THIS 20 DAY OF MAY 2003


FOR THE HERITAGE COUNCIL
OF WESTERN AUSTRALIA


WITNESS
AN OFFICER OF THE COUNCIL

295.
**Heritage Council of
Western Australia**

and



HERITAGE AGREEMENT

BUILDINGS, BURT WAY.

3-8 Burt Way and 96-98 and 102-104 Terrace Road, East Perth

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HERITAGE AGREEMENT BUILDINGS, BURT WAY

THIS AGREEMENT is made on the 8th day of OCTOBER 2002 between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** of 108 Adelaide Terrace, East Perth, Western Australia ("Council"); and

2. [REDACTED],
[REDACTED].

RECITALS:

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

AGREEMENT:

The parties agree with each other as follows.

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Part 1

Definitions & Interpretation

Definitions

In this Agreement, unless the contrary intention appears:

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

"Agreement" means this Agreement;

"Archival Records" means the records prepared and approved in accordance with clause 3.7;

"Approved Development" means the development referred to in paragraph (a) of the definition of "Proposed Development";

"Arts Strategy" means a program pursuant to which the Owner is to commission artists to produce artistic works to be displayed in and around the Place;

"Bank Guarantee" means a bank guarantee which complies with all of the requirements of clause 7.1;

"Business Day" means a day, not being a Saturday, a Sunday or a public holiday, on which banks in Perth are open for normal banking business;

"Burt Way Buildings" means those buildings, structures and works situated on the Land on 1 May 2002;

"Completion Date" means:

- (a) in respect of the Immediate Interpretation Works, the date which is 6 months after the Effective Date;
- (b) in respect of the Medium Term Interpretation Works, the date which is 1 year after the Effective Date; and

- (c) in respect of the Long Term Interpretation Works, the date which is 4 years after the Effective Date or such later date determined in accordance with clause 3.4;

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

"Develop" and **"Development"** have the same meaning as in the Act;

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

"Event of Default" is defined in clause 5.1;

"Existing Bank Guarantee" means, at any time, a Bank Guarantee which the Council holds which was procured by the Owner;

"Immediate Interpretation Works" means those Interpretation Works described in Item 3.1. of Annexure A;

"Interpretation Material" means all Archival Records and all items and things (including, without limitation, buildings, structures, works and documents) which are built, made, created or dealt with as part of the Interpretation Works, including (without limitation):

- (a) the 3-D model referred to in paragraph 2 of Item 3.1 of Annexure A and the interpretative centre and the interpretative statements referred to in paragraphs 4 and 5 respectively of Item 3.3 of Annexure A; and
- (b) all parts of the Burt Way Buildings which are retained, dealt with or incorporated into the New Buildings or the Place, as part of the Interpretation Works;

"Interpretation Plan" means the interpretation plan in respect of the Place approved, approved as amended or issued (as the case may be) by the Council in accordance with clause 3.1 ;

"Interpretation Works" means the Immediate Interpretation Works, the Medium Term Interpretation Works, the Long Term Interpretation Works and all other actions to be undertaken in respect of the interpretation of the Place as set out in the Interpretation Plan. For the avoidance of doubt, the activities referred to in items 4 and 5 of Annexure A are not Interpretation Works;

"Land" means the land described in item 2 of the Schedule;

"Landscape Strategy" means a program pursuant to which the Owner is to develop and maintain the grounds surrounding the New Buildings;

"Long Term Interpretation Works" means those Interpretation Works described in Item 3.3 of Annexure A;

"Medium Term Interpretation Works" means those Interpretation Works described in section 2 of Item 3 of Annexure A;

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

"New Buildings" means the buildings, structures and works to be constructed or erected on the Land as part of a Proposed Development;

"Owner" means:

- (a) subject to clause 2.2(d), [REDACTED] Group Pty Ltd;

- (b) any other "Owner" (within the meaning of the Act) of the Land from time to time;

"Place" means the place described in item 1 of the Schedule;

"Proposed Development" means:

- (a) the proposed development as described in and the subject of the development approval issued by the City of Perth on 27 February 2002 in respect of the Land, as further described in the approved development plans entitled Burt Way Apartments, [REDACTED]
[REDACTED]
[REDACTED]
- (b) relating to that development approval; and
- (b) any:
- (i) variation of the development referred to in paragraph (a); or
- (ii) other Development on or of the Land.

"Retained Material" means those parts of the Burt Way Buildings referred to in the Retained Material Schedule; and

"Retained Material Schedule" means the document approved or approved as amended by the Council in accordance with clause 3.2(a);

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 of this Agreement

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 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;
- (c) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (d) 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;
- (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 will 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 Place;
 - (ii) binds 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 will not be unreasonably withheld.
- (d) Subject to sub-clause (e), on the person who is at the time the Owner ("Outgoing Owner") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under or in connection with this Agreement.
- (e) The provisions of sub-clause (d) will not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

Part 3**Development and Interpretation****3.1 Interpretation Plan**

- (a) The Owner must, no later than 12 months after the Effective Date, submit to the Council for its approval an interpretation plan for the Place which complies with the requirements of Annexure A. The Council may, as a condition of granting its approval, require that amendments, additions or deletions be made to the interpretation plan submitted by the Owner. The Owner must then promptly:
 - (i) make any such amendments, additions or deletions requested by the Council; and
 - (ii) submit the amended interpretation plan to the Council for approval.

The interpretation plan which is approved or approved as amended by the Council in accordance with this clause will be the "Interpretation Plan" for the purposes of this Agreement.

- (b) If the Owner fails to comply with its obligations under clause 3.1(a), the Council may, without limiting or affecting its rights under this Agreement, issue to the Owner an interpretation plan for the Place which will be the "Interpretation Plan" for the purposes of this Agreement. Without limiting clause 6.5, the Owner must reimburse the Council on demand for all the Council's costs and expenses in relation to the exercise or enforcement by the Council of its rights under this clause 3.1(b).
- (c) For the avoidance of doubt, the Council need not approve any interpretation plan submitted to it by the Owner unless the interpretation plan is in form and substance satisfactory to the Council in its sole discretion.

3.2 Retained Material

- (a) The Owner must, by no later than 3 months after the Effective Date, submit to the Council for its approval a list of parts of the Burt Way Buildings to be retained on the basis that they could be used in the Interpretation Works or otherwise become part of the Interpretation Material. The Council must, not later than 15 Business Days after it receives the list from the Owner, notify the Owner that:
 - (i) it approves the list; or
 - (ii) as a condition of granting its approval of the list, it requires that amendments, additions or deletions as specified in the notice be made to the list (and any such specified amendments, additions or deletions must be reasonable).

If the Council notifies the Owner in accordance with clause 3.2(a)(ii), the Owner must:

- (iii) make any amendments, additions or deletions requested by the Council; and
- (iv) submit the amended list to the Council for approval.

The list which is approved or approved as amended by the Council in accordance with this clause will be the "Retained Material Schedule" for the purposes of this Agreement.

- (b) For the avoidance of doubt, the Council need not approve any list submitted to it by the Owner under clause 3.2(a) unless the list is in form and substance satisfactory to the Council (acting reasonably).
- (c) The Owner must not carry out any Development on or of the Land (including, without limitation, any works in connection with the Approved Development) until a Retained Material Schedule is in existence.

(d) The Owner must:

- (i) remove or extract (as the case may be) the Retained Material from the Burt Way Buildings in a manner which prevents it from being damaged;
- (ii) ensure that none of the Retained Material is damaged as a result of Development;
- (iii) until the Interpretation Plan is in existence:
 - (A) store the Retained Material at its own risk and expense; and
 - (B) do all things which are necessary, or which a reasonable and prudent person would do, to preserve the Retained Material and protect it from harm or damage; and
- (iv) after the Interpretation Plan is in existence:
 - (A) continue to store at its own risk and expense those parts of the Retained Material which are, will be or are likely to be, Interpretation Material, at its own risk and expense; and
 - (B) do all things which are necessary, or which a reasonable and prudent person would do, to preserve those parts of the Retained Material referred to in paragraph (A) and protect them from harm or damage.

3.3 Interpretation Works and other requirements of the Interpretation Plan

The Owner must:

- (a) undertake and complete:
 - (i) the Immediate Interpretation Works;
 - (ii) the Medium Term Interpretation Works; and
 - (iii) the Long Term Interpretation Works,in each case, by the Completion Date in respect of those Interpretation Works and in accordance with the Interpretation Plan and this Agreement; and
- (b) otherwise undertake and comply with the requirements of the Interpretation Plan and this Agreement.

For the avoidance of doubt, the Owner is not obliged to undertake and complete the works referred to in paragraphs 3 - 7 of item 3.3 of Annexure A unless it proceeds with a Proposed Development on the Land.

3.4 Extension of Completion Date for Long Term Interpretation Works

In this clause 3.4, "Long Term Completion Date" means the Completion Date in respect of the Long Term Interpretation Works.

- (a) The Owner may, at any time before the date which is 3 years and 9 months after the Effective Date, give notice to the Council that the Owner wishes to extend the Long Term Completion Date to the date specified in the notice (such date not being later than the date which is 6 years after the Effective Date). If the Owner gives a notice which complies with this clause 3.4(a), the Long Term Completion Date will be extended to the date specified in the notice. For the avoidance of doubt, the Owner may give more than one notice under this clause 3.4(a), provided that the Long Term Completion Date cannot under this clause 3.4(a) be extended to a date later than the date which is 6 years after the Effective Date.
- (b) The Owner may request that the Council agree to extend the Long Term Completion Date beyond the date which is 6 years after the Effective Date by:
 - (i) giving the Council notice of the date to which the Owner wishes to extend the Long Term Completion Date; and
 - (ii) specifying in the notice, in reasonable detail, the reason why the Owner has requested the extension,

and if the Owner gives a notice which complies with this clause 3.4(b), the Council (acting reasonably):

- (iii) may request that the Owner provide such supporting evidence as the Council requires in connection with the Owner's request; and
- (iv) once the Owner has provided all supporting evidence requested by the Council under clause 3.4(b)(iii), must either:
 - (A) notify the Owner that it agrees with the Owner's request, in which case the Long Term Completion Date will be extended to the date specified in accordance with clause 3.4(b)(i); or
 - (B) notify the Owner that it will not agree to the Owner's request, in which case the Long Term Completion Date will not be extended.

3.5 Development

The Owner must not:

- (a) carry out any Development on or of the Land; or
- (b) without limiting clause 3.5(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance of the Place or the Interpretation Material,

except as permitted by this Agreement or otherwise as approved in advance in writing by the Council (such approval not to be unreasonably withheld).

3.6 Approved Development

For the purposes of clause 3.5, the Council is deemed to have approved the carrying out of Development (including the undertaking of demolition works) necessary for the purposes of effecting the Approved Development.

3.7 Archival Records

The Owner:

- (a) must prepare, in accordance with the Council's "Minimum Requirements of Recording of Places" set out in Annexure C, separate archival records, in the form of A4 bound reports, in respect of each of the Burt Way Buildings;
- (b) must submit the completed archival records to the Council for approval;
- (c) may not carry out any Development on or of the Place unless and until the Council approves the archival records in writing; and
- (d) must:
 - (i) as soon as practicable after the New Buildings are completed, place and cause to remain a copy of the Archival Records in the New Buildings; and
 - (ii) allow ongoing public access to the Archival Records at reasonable times.

3.8 Maintenance

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

3.9 Compliance with Statutes

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 on or of the Land, and the Owner is responsible for obtaining all approvals consents and licences required for Development on or of the Land, including planning approvals and building licences, from all relevant bodies and authorities including the relevant local authority.

3.10 Consultant

The Owner must appoint and use a consultant approved in advance in writing by the Council to supervise the Interpretation Works.

3.11 Reporting

- (a) Not later than 365 days after the Effective Date, and at intervals of no greater than 365 days during the currency of this Agreement, the Owner must give to the Council a proper, detailed and comprehensive written report which sets out:

- (i) the condition and state of the Place and the Interpretation Material as at the date of the report; and
 - (ii) work which the Owner has carried out under any or all of clauses 3.2, 3.3, 3.5 and 3.7 since the Effective Date or the date of the previous report (as the case may be).
- (b) The Owner must ensure that the consultant appointed pursuant to clause 3.10 prepares and submits to the Council a written report detailing:
- (i) the progress and extent of completion of the Interpretation Works not later than 31 July in each year during the period when the Owner is carrying out, or is obliged to carry out, Interpretation Works; and
 - (ii) the manner in which and the extent to which the Owner has complied with its obligations under clause 3.3:
 - (A) not later than 30 days after the Immediate Interpretation Works are completed;
 - (B) not later than 30 days after the Medium Term Interpretation Works are completed; and
 - (C) not later than 30 days after the Long Term Interpretation Works are completed.

3.12 Insurance

The Owner must obtain and maintain an insurance policy with a reputable and solvent insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Retained Material and the Interpretation Material in the case of its 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 of the Retained Material or the Interpretation Material the Owner must, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Retained Material or Interpretation Material.

Part 4

Council's Rights of Entry and Powers of Inspection

4.1 Council's rights of entry and powers of inspection

- (a) Subject to sub-clause (b) the Owner agrees that the Council may, through the Council's nominated representative or nominated officer from time to time, 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 relevant parts of the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to sub-clause (c), the Council agrees that it will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under sub-clause (a).

- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in sub-clause (a), including without limitation ensuring that reasonable access is provided to all relevant 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 notified by the Council, after receipt by the Owner of written notice from the Council to rectify the breach or non-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 will be entitled to do any one or more of the following:

- (a) through its officers, agents, contractors or employees enter the Place and take such actions as are in the Council's sole opinion necessary to rectify the Event of Default (including without limitation carrying out any Interpretation Works or attending to any construction or other works);
- (b) exercise any rights and remedies which may be available to the Council at law or in equity; and
- (c) exercise the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices 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, at law, in equity or otherwise if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Place at risk of Owner

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

The indemnity given in this clause 5.3 will not apply to benefit an Indemnified Party in respect of Damage to the extent that that Damage is caused by any negligent or deliberately malicious act or omission of that 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 must pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the Supreme Court Act 1935.

**Part 6
General**

6.1 Variation to be in writing

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

6.2 Governing Law

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

6.3 Further assurances

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

6.4 Extension of time by Council

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

6.5 Costs

(a) The Owner must 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 will pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

Part 7 Bank Guarantee

7.1 Bank Guarantee

Each bank guarantee procured and provided by the Owner under this clause 7 must be:

- (a) unconditional and irrevocable;
- (b) issued in favour of the Council by an Australian bank acceptable to the Council;
- (c) in form and substance satisfactory to the Council; and
- (d) stamped (if required by law),

and if the Council requires it, the Owner must provide to the Council a certified copy of any power of attorney under which a person signs a Bank Guarantee for the issuer.

7.2 Provision of initial Bank Guarantee

The Owner must, by no later than the Effective Date, procure for and provide to the Council a Bank Guarantee in the amount of \$150,000 to secure all amounts owing or payable or which may become owing or payable by the Owner to the Council under this Agreement from time to time until the time at which the Council is required to return the Bank Guarantee in accordance with clause 7.5.

7.3 No Development

The Owner must not carry out any Development on or of the Land (including, without limitation, any works relating to the Approved Development) until it has complied with clause 7.2.

7.4 Reduction of Bank Guarantee

If, at any time:

- (a) the Council has an Existing Bank Guarantee;
- (b) the Owner demonstrates to the satisfaction of the Council that Interpretation Works of the kind listed in column 1 below have been completed; and
- (c) the Owner procures for and provides to the Council a Bank Guarantee ("Replacement Bank Guarantee") in an amount calculated as:
 - (i) the amount of the Existing Bank Guarantee referred to in clause 7.4(a); less
 - (ii) the amount specified in column 2 below in respect of the Interpretation Works which the Owner demonstrates to the satisfaction of the Council have been completed,

the Council must return to the Owner the Existing Bank Guarantee referred to in clause 7.4(a) and the Replacement Bank Guarantee will secure all amounts owing or payable or which may become owing or payable by the Owner to the Council under this Agreement from time to time until the time at which the Council is required to return the Bank Guarantee in accordance with clause 7.5.

<i>Column 1</i>	<i>Column 2</i>
<i>Interpretation Works</i>	<i>Value</i>
Interpretation Plan	\$2,500.00
Recovery of Materials	\$5,000.00
Restoration	\$5,000.00
Storage	\$4,000.00
Incorporation of Materials/Provision of Interpretive Statements	\$10,000.00
Archival Records	\$13,000.00
Photographs	\$1,000.00
Copies of Drawings	\$1,000.00
Overlay Plan	\$2,000.00
Site Signage	\$15,000.00
Model	\$8,000.00
Landscape Strategy and Works	\$15,000.00
Art Strategy and Works	\$15,000.00
Interpretive Centre	\$30,000.00
Interpretive Publication	\$10,000.00
Assistance to Battye Library	\$5,000.00
Co-ordinating Architect	\$3,500.00
Co-ordinating Project Manager	\$5,000.00
Total	\$150,000.00

7.5 Return of Bank Guarantee

If:

- (a) all of the Interpretation Works are completed to the reasonable satisfaction of the Council; and
- (b) there are, at the time that the event referred to in paragraph (a) occurs, no monies owing or payable by the Owner to the Council under this Agreement,

the Council must return the Existing Bank Guarantee to the Owner.

7.6 No limitation on liability of Owner

Nothing in this clause 7 limits or is to be taken to limit clause 6.5 of this Agreement, or the liability of the Owner to the Council under or in connection with this Agreement.

The Schedule**Item 1:****The Place**

The Place comprises:

- (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:**Land**

Lot 4 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1749 Folio 259.

Lot 5 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1434 Folio 749.

Lot 6 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1290 Folio 382.

Lot 7 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1687 Folio 288.

One undivided fourth share in Lot 9 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1275 Folio 225.

One undivided fourth share in Lot 9 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1281 Folio 104.

One undivided fourth share in Lot 9 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1300 Folio 822.

One undivided fourth share in Lot 9 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1333 Folio 860.

Lot 10 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1750 Folio 360

Lot 12 on Plan 5934, being the whole of the land comprised in Certificate of Title Volume 1486 Folio 986.

The whole of the land in Strata Plan 5588.

The whole of the land in Strata Plan 6482.

The whole of the land in Strata Plan 6971.

EXECUTED AS A DEED.

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



[Signature]

Signature of authorised person

DIRECTOR

Office held

Marli Wallace

Signature of authorised person

CHAIR

Office held

IAN HADYNS BAXTER

Name of authorised person

MARLE WALLACE

Name of authorised person

THE COMMON SEAL of

was affixed in accordance with
its constitution in the presence of

Signature

Signature

Name

Name

Position held

Position held

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

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

Dated the 8 day of Oct 2002.



MINISTER FOR THE ENVIRONMENT AND HERITAGE