

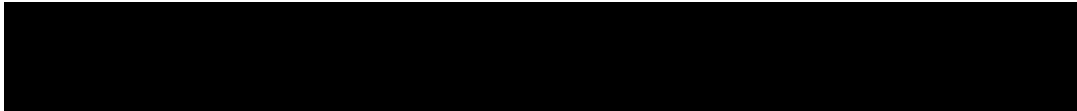
*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

between

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

and



in respect of

**TARPAULIN SHOP and WEIGHBRIDGE**  
portions of  
**MIDLAND RAILWAY WORKSHOPS**

(HCWA Place No. 3273)

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## HERITAGE AGREEMENT

### Tarpaulin Shop and Weighbridge Midland Railway Workshops Yelverton Drive Midland

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of Bairds Building, 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and
2. [REDACTED] (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; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 10 June 2008.
- D. Pursuant to the Government Heritage Property Disposal Process the Owner is required as a condition of purchase to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The Council 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 (WA) 1990*;

**"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;

**“Completion Date”** means:

- (a) in the case of **“Urgent Works”** as described in Item 6 of the Schedule, the first anniversary of the Effective Date;
- (b) in the case of **“Short-term Works”** as described in Item 6 of the Schedule, the second anniversary of the Effective Date;
- (c) in the case of **“Medium-term Works”** as described in Item 6 of the Schedule, the fifth anniversary of the Effective Date; and
- (d) in the case of **“Long-term Works”** as described in Item 6 of the Schedule, the 10th anniversary of the Effective Date; and
- (e) in the case of **“Interpretation Works”** as described in Item 9 of the Schedule, the second anniversary of the granting of the relevant building permit;

**“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;

**“Development Approval”** means an approval granted by the Metropolitan Redevelopment Authority pursuant to Section 66(2)(b) of the *Metropolitan Redevelopment Authority Act 2011*;

**“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 Concepts Plan”** means the Interpretation Concepts Plan in respect of the Place described in Item 8 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

**“Interpretation Works”** means the activities described in Item 9 of the Schedule.

**“Interpretive Features”** means the physical features created and installed as a result of the Interpretation Works.

**“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 and the continuous protective care of Interpretive Features;

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



**“Owner”** means:

- (a) subject to clause 2.2(d), [REDACTED], for so long as [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 the elements of physical material specified in Item 2 of the Schedule, as may be amended from time to time by written agreement of the parties; 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 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 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 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, CONSERVATION AND INTERPRETATION**

### **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 Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

### **3.3 Development**

Unless approved in advance in writing by the Council, 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.



### **3.4 Interpretation Concepts Plan**

The parties acknowledge that the Interpretation Concepts Plan is the primary guiding document for the interpretation 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 Interpretation Concepts Plan are described in the Annexures.

### **3.5 Interpretation Works**

- (a) The Owner will undertake the interpretation of the Place in accordance with the Interpretation Plan and is required to carry out the Interpretation Works by the Completion Date.
- (b) Prior to the Owner undertaking Interpretation Works, the specific design, content, materials and placement of the resulting Interpretive Features must be referred to the Council for approval. It is assumed by the parties that this will occur as part of the planning approval process.
- (c) Fabrication and installation of Interpretive Features shall be completed no later than the date agreed to by the Council and the Owner.

### **3.6 Maintenance**

The Owner shall ensure that

- (a) 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; and
- (b) Interpretive Features fabricated and installed with the approval of the Council, are kept in a proper, safe and sound standard of repair and condition in all respects.

### **3.7 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works, Interpretation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

### **3.8 Reporting**

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.7, or such other person with the necessary skills approved in writing in advance by the Council.
- (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 each category of Conservation Works (i.e., "Urgent Works", "Short-term Works", "Medium-term Works" and "Long-term Works", respectively).
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
  - (i) all Development, Conservation Works, Interpretation Works and Maintenance 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 Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council will 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 Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.8 shall constitute an Event of Default.

### **3.9 Insurance**

- (a) 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.
- (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 will 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 will each bear their own costs associated with any such negotiation or informal mediation.

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

## **PART 4**

### **COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

#### **4.1 Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without



limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.

- (b) Subject to clause 4.1(c), the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

## **PART 5 DEFAULT**

### **5.1 Events of default**

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 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 Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

### **5.2 Rights and remedies of Council**

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (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, 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 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 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 Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

## **PART 6 NOTICES**

### **6.1 Form of notices**

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

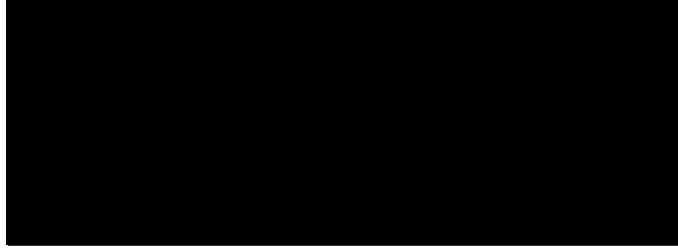
- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.8, if executed by the relevant consultant appointed pursuant to clause 3.7;
- (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 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) will 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 **Council**: Heritage Council of Western Australia  
PO Box 7479  
Cloisters Square PO WA 6850  
Phone: (08) 6552 4000 Fax: (08) 6552 4001  
Email: [info@stateheritage.wa.gov.au](mailto:info@stateheritage.wa.gov.au)  
ATTENTION: Director, Heritage Development

(b) the Owner:



## **PART 7 GENERAL**

### **7.1 Variation to be in writing**

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

### **7.2 Governing Law**

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

### **7.3 Further assurances**

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

### **7.4 Extension of time by Council**

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

### **7.5 Costs**

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council 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.

### **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.



## THE SCHEDULE

- Item 1: Place**
- Tarpaulin Shop and Weighbridge portions of *Midland Railway Workshops* (HCWA Place No. 3273), located at Yelverton Drive, Midland, Western Australia, 6056, 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**
- Tarpaulin Shop:** The Significant Fabric of the Tarpaulin Shop is described in Section 5.4 of the Conservation Plan, "Graded Zones and Elements of Significance", at pages 54-57, and the items of significant machinery and objects identified in Annexure D.
- Weighbridge:** The Significant Fabric of the Weighbridge is described in Section 6.0 of the Conservation Plan, "Graded Zones and Elements of Significance", at pages 39-44, and the items of significant machinery and objects identified in Annexure D.
- Item 3: Conservation Policy**
- Tarpaulin Shop:** The Conservation Policy of the Tarpaulin Shop is described in Section 7.0 of the Conservation Plan, "Policy Statement", at pages 62-65.
- Weighbridge:** The Conservation Policy of the Weighbridge is described in Section 7.0 of the Conservation Plan, "Conservation Policy", at pages 45-80.
- Item 4: Land**
- Lot 738 on Deposited Plan 408829 being the whole of the land comprised in Certificate of Title Volume 2912 Folio 127.
- Item 5: Conservation Plan**
- Tarpaulin Shop:** *Conservation Plan for The Tarpaulin Shop of the former Midland Railway Workshops Midland, Western, Australia* prepared by John Taylor, Architect (August 2014).
- Weighbridge:** *Weighbridge, Midland Railway Workshops, Draft Conservation Plan* prepared by Philip Griffiths Architects (July 2009; updated July 2017)
- Item 6: Conservation Works**
- The schedule of works described in Annexure A.



## THE SCHEDULE (Continued)

- Item 7:**                   **Maintenance**  
The schedule of maintenance activities described in Annexure B.
- Item 8:**                   **Interpretation Concepts Plan**  
*Midland Railway Workshops: Interpretation Concepts Plan* prepared by Stephen Carrick Architects Pty Ltd et al (August 2012).
- Item 9:**                   **Interpretation Works**  
The Interpretation Works described in Annexure C.

EXECUTED AS A DEED

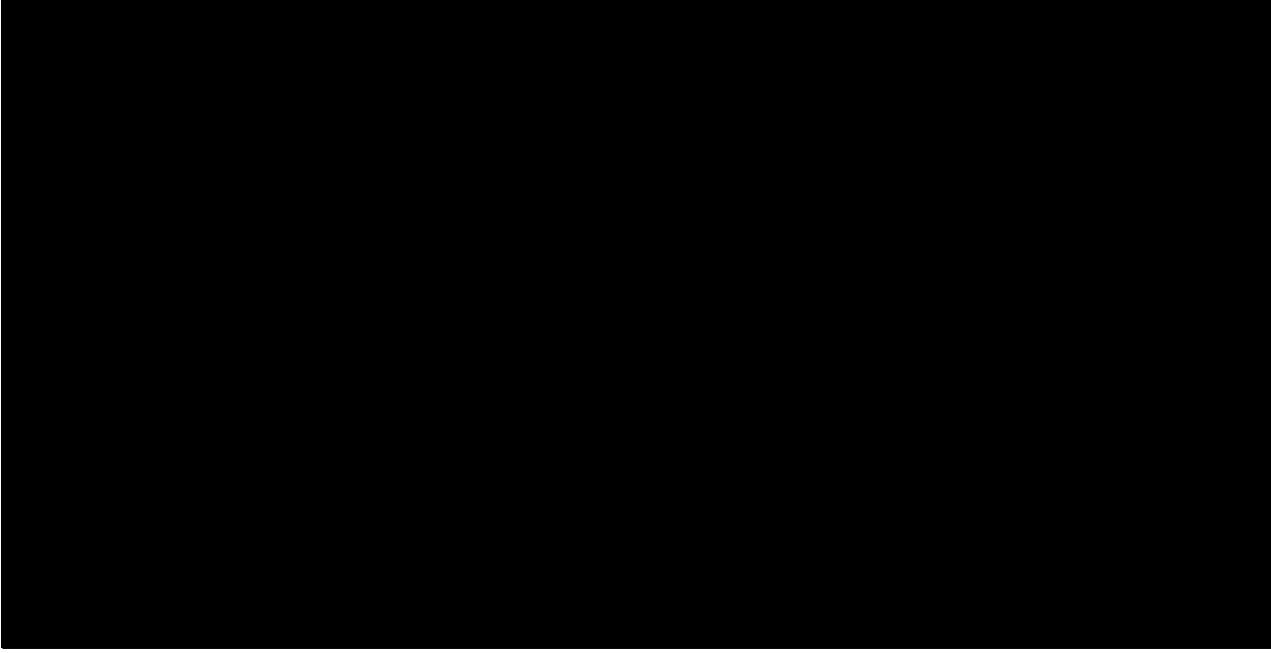
THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:

  
\_\_\_\_\_  
Graeme Gammie  
ASSISTANT DIRECTOR GENERAL  
HERITAGE SERVICES DIVISION  
DEPT. OF PLANNING, LANDS & HERITAGE

  
\_\_\_\_\_  
Anne Arnold  
CHAIRPERSON, HERITAGE  
COUNCIL OF WESTERN  
AUSTRALIA

8/9/17  
\_\_\_\_\_  
Date signed

8/9/2017  
\_\_\_\_\_  
Date signed

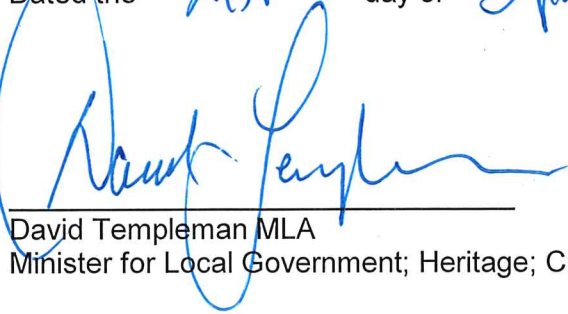


**SIGN  
HERE**

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

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 (WA) 1990*.

Dated the 21st day of September 2017.



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

## **Annexure A**

### **Conservation Works**

The following schedule of Conservation Works is based on the Conservation Plan for both the Tarpaulin Shop (Section 9.0, "Policy Implementation", at pages 66-67) and the Weighbridge (Section 8.0, "Policy Implementation", at pages 81-84).

#### **Urgent Works (to be completed within 12 months of the Effective Date):**

##### Weighbridge

1. Retain a heritage engineer to carry out a structural inspection of timber frame, particularly evidence of termite damage in columns at east end door. Advice is required to determine whether these columns need replacing or strengthening and determine the need for additional bracing.
2. Carry out a full roof inspection to determine condition of sheets. Replace severely corroded sheets to match and patch small holes.
3. Replace/repair damaged cladding sheets and ensure all sheets are securely fixed to frame.
4. Undertake investigations as to the cause of the rising water in the Weighbridge pit. Appropriate actions and remediation will be based on engineer's report.
5. Reinstate missing timbers around base of structure and/or shedder plate to prevent further water ingress and deterioration of fabric.
6. Ensure water tightness of windows.
7. Implement perimeter termite barrier.

##### Tarpaulin Shop

8. Carry out a full roof inspection to determine condition of sheets. Replace severely corroded sheets to match and patch small holes.
9. Check all gutters and downpipes, undertaking repairs/replacements to match where necessary.
10. Repair doors and secure openings to prevent further water ingress.

#### **Short-term Works (to be completed within two years of the Effective Date):**

##### Weighbridge and Tarpaulin Shop

11. Retain a heritage architect and a heritage engineer to carry out additional inspections to determine the full scope of conservation works to be tied in with the design development of the adaptive reuse of the two buildings.
12. Prepare interpretation strategies for both buildings.



**Medium-term Works (to be completed within five years of the Effective Date):**

Weighbridge

13. Undertake repair/replacement of main building structure.
14. Carry out a structural inspection of roof structure required to determine adequacy in event the place is opened to the public.
15. Replace roof cladding to match existing short sheet CGI cladding; original profile including ventilators to be retained.
16. Replace wall cladding where required to match existing short sheet CGI cladding.
17. Remove redundant services & electrical infrastructure.
18. Install new storm-water system, downpipes and gutters to match original profiles (Ogee gutters and circular downpipes) and ensure connection to storm water system.
19. Repaint all timber joinery following investigations into original colour schemes.
20. Conserve Weighbridge machinery.
21. Implement interpretation strategy.

Tarpaulin Shop

22. Undertake brick remediation based on most recent inspection of the place; severely damaged bricks are to be cut out and replaced to match using lime mortar.
23. Undertake crack repairs to stonework based on engineering advice.
24. Remove redundant fittings and electrical infrastructure.
25. Remove mezzanine floor.
26. Investigate the authenticity of the concrete floor and undertake repairs to ensure levelness to make safe for public access while minimising impact on significant elements (e.g., evidence of original function).
27. Replace windows to match originals.
28. Repaint all timber joinery based on investigations of original colour schemes.
29. Implement Interpretation strategy.

## **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 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.

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 masonry wall of the foundation is visible by 300mm in the clear.
- Promptly remove graffiti.

Annually:

- 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

### Interpretation Works

Interpretation is described generally in the *Midland Railway Workshops Interpretation Concepts Plan* (Stephen Carrick Architects, August 2012) and more specifically in the *Heritage Strategy* (Heritage and Conservation Professionals, 2004) and the Conservation Plan for each structure.

Interpretation outcomes and objectives need to meet with the approval of the Council in consultation with the Metropolitan Redevelopment Authority (MRA) and designed, fabricated and installed to the satisfaction of the Council.

Interpretation outcomes and objectives should be determined as new development and adaptive reuse are being planned for within the building, so that they contribute to informing design outcomes and are integrated into the staging of the new development. Proposals will align with the 'Interpretation Principles' and relate to the endorsed central theme and sub-themes for the Workshops as set out in the *Interpretation Concepts Plan*. Designs will be based on the selection presented in the "Design Concepts" included in the *Interpretation Concepts Plan*.

#### **Interpretation Works (to be completed within two years of development approval)**

The following specific works relate to the interpretation requirements and outcomes as outlined in the Conservation Plan for the Tarpaulin Shop and the Weighbridge.

With respect to machinery and equipment proposed to be retained on site, as described in Annexure D, interpretation requirements and outcomes as reflected in the following list of works are to be mutually agreeable to the Owner, the Metropolitan Redevelopment Authority and the Heritage Council, taking into consideration the intended use of the place as [REDACTED] and others who will be on the premises.

Works to particular elements (such as conservation, repair) needs to be guided by professional advice and where relevant undertaken by a qualified professional.

#### Tarpaulin Shop

1. Undertake any conservation work on Machine No. 1111 and retain in situ for interpretation purposes.
2. Relocate Machines Nos. 1865, 3221 and 8167 to the Tarpaulin Shop and undertake any conservation work. Can be located to near Machine No. 1111 to create a node or placed around the building for interpretation.
3. Retain any historic signage and other historic fittings, graffiti and fixtures attached to the building (internally or externally) for interpretation purposes.

#### Western Additions to Tarpaulin Shop (former Old Plating Shop and New Plating Shop)

4. Include Machine Nos. 550 and 3252 as part of the interpretation of the former buildings within the current Lot boundary either within new buildings or in the Tarpaulin Shop

#### Weighbridge

5. Undertake any conservation work on Machine No. 545 and retain in situ for interpretation purposes.
6. Ensure the weighbridge plant and all associated elements are protected.
7. Retain any historic signage and other historic fittings, graffiti and fixtures attached to the building (internally or externally) for interpretation purposes.

## **Annexure D**

### **Significant Machinery and Objects**

Machinery, equipment and associated items that contribute to the cultural heritage significance of the Place and that are to be retained are identified in the attached Tables *Midland Railway Workshops: Tarpaulin Shop Machinery and Equipment to be Retained* (August 2017) and *Midland Railway Workshops: Weighbridge Shop Machinery and Equipment to be Retained* (August 2017).



**MIDLAND RAILWAY WORKSHOPS: TARPAULIN SHOP  
MACHINERY AND EQUIPMENT TO BE RETAINED FOR INTERPRETATION**

<b>TARPAULIN SHOP</b>					
<b>Plant No</b>	<b>Description</b>	<b>Current Location</b>	<b>Node</b>	<b>Future Location</b>	<b>Comment</b>
<b>1111</b>	Denham LATHE	Tarpaulin Shop Bay 1 Column 1	Tarpaulin Shop	Retain in situ	Denham lathe, acquired 1943 and made by Denham Engineering Co. of Halifax, England.
<b>1865</b>	SINGER No.2 SEWING MACHINE	Block 3 Bay 1 Column 12	Tarpaulin Shop	Relocate to Tarpaulin Shop	Dated 1951 - only the base located. Located in 1994 (Doring) in the New Tarpaulin Shop (Building No. 66 - now demolished)
<b>3221</b>	WAGR made BOBBIN WINDER	Block 3 Bay 2 Column 19	Tarpaulin Shop	Relocate to Tarpaulin Shop	Bobbin Winder, made in the Workshops c1970. Located in 1994 (Doring) in New Tarpaulin Shop (Building 66 - now demolished)
<b>8167</b>	SEWING BENCH with WOODEN ROLLERS	Block 3 Bay 2 Column 12	Tarpaulin Shop	Relocate to Tarpaulin Shop	Typical Tarpaulin Sewing Bench (c1920s) with Wooden Rollers to assist in handling large, heavy tarpaulins.

**MIDLAND RAILWAY WORKSHOPS: TARPAULIN SHOP  
MACHINERY AND EQUIPMENT TO BE RETAINED FOR INTERPRETATION**

<b>PLATING SHOPS (WEST EXTENSIONS TO TARPAULIN SHOP)</b>					
<b>Plant No</b>	<b>Description</b>	<b>Current Location</b>	<b>Node</b>	<b>Future Location</b>	<b>Comment</b>
<b>550</b>	Selig Sonnenthal SCREW-CUTTING LATHE	Block 3 Bay 2 Column 2	Plating Shop	Retain/Relocate to development in Lot 737 or Tarpaulin Shop	<p>Located in 1994 (Doring) in Old Plating Shop - the extension to the west of the Tarpaulin Shop (Building No. 32 - now demolished).</p> <p>Selig Sonnenthal Screwcutting Lathe, acquired in 1898 for 50 pounds. Was originally used at the Fremantle Workshops then relocated to Midland. The gap-bed and legs are original, the rest has been heavily modified to operate as a coil winder in the Electrical Shop (formerly the Tarpaulin Shop). One of the oldest machines at Midland and one of very few small lathes to survive at the Workshops, unfortunately substantially altered.</p>
<b>3252</b>	British Made POST (or PILLAR) DRILL	Block 3 Bay 1 Column 2	Plating Shop	Retain/Relocate to development in Lot 737 or Tarpaulin Shop	<p>Rare and Significant Group.</p> <p>British Made Post (or Pillar) Drill with flat belt drive and stepped cone pulleys. This appears to be a very early drill, c1900. Name "Brook" is on the plant card, but this is probably the added electric motor. This drill appears to be the oldest drill of any kind surviving at the Workshops. The operating flat-belt drive and stepped pulleys are now very rare.</p> <p>Located in 1994 (Doring) in New Plating Shop - west of the Tarpaulin Shop (Building No. 31 - now demolished).</p>

MIDLAND RAILWAY WORKSHOPS: WEIGHBRIDGE  
 MACHINERY AND EQUIPMENT TO BE RETAINED FOR INTERPRETATION

Plant No	Description	Current Location	Node	Future Location	Comment
545	Fairbanks LOCOMOTIVE WEIGHBRIDGE	Weighbridge	Weighbridge	Retain in Situ	<p>Rare/Significant Group</p> <p>Fairbanks Loco Engine Weighbridge, installed 1902 in pit under the Weighbridge building floor. Includes 8 steelyard cases for measuring axle loads of a loco standing on rails above.</p> <p>Very rare and significant item at a National level. The weighbridge building provides important protection to the weighbridge plant.</p>