

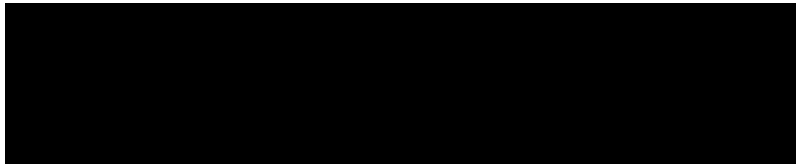
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



in respect of

MAIN STORE and OIL STORE
portions of
MIDLAND RAILWAY WORKSHOPS
(HCWA Place No. 3273)

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HERITAGE AGREEMENT

Main Store and Oil Store 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:

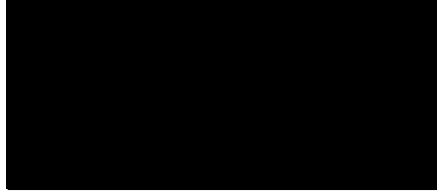
- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the 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
ATTENTION: Manager, Development Referrals

(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**
- Main Store and Oil Store 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**
- Main Store:** The Significant Fabric for the Main Store includes the elements specified in Section 7.0 of the Main Store Conservation Plan, "Levels of Significance", at pages 117-121.
- Oil Store:** The Significant Fabric for the Oil Store includes the elements specified in Section 6.0 of the Oil Store Conservation Plan, "Graded Elements of Significance", at pages 56-59.
- Item 3: Conservation Policy**
- Main Store:** The Conservation Policy for the Main Store includes the elements specified in Section 9.0 of the Main Store Conservation Plan, "Conservation Policy", at pages 127-145.
- Oil Store:** The Conservation Policy for the Oil Store includes the elements specified in Section 7.0 of the Oil Store Conservation Plan, "Conservation Policy", at pages 60-89.
- Item 4: Land**
- A portion of Lot 787 on Deposited Plan 408829 being part of the land comprised in Certificate of Title Volume 2912 Folio 129, as to the portions labelled 'H', 'M', 'N' and 'P' on Deposited Plan 408829.
- Item 5: Conservation Plan**
- Main Store:** *Midland Railway Workshops, Main Store (Building 43): Conservation Plan* prepared by Hocking Heritage Studio (February 2014).
- Oil Store:** *Oil Store, Midland: Conservation Management Plan* prepared by Griffiths Architects (May 2014).
- Item 6: Conservation Works**
- The schedule of works described in Annexure A.

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.

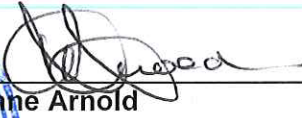
EXECUTED AS A DEED

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



Graeme Gammie
EXECUTIVE DIRECTOR





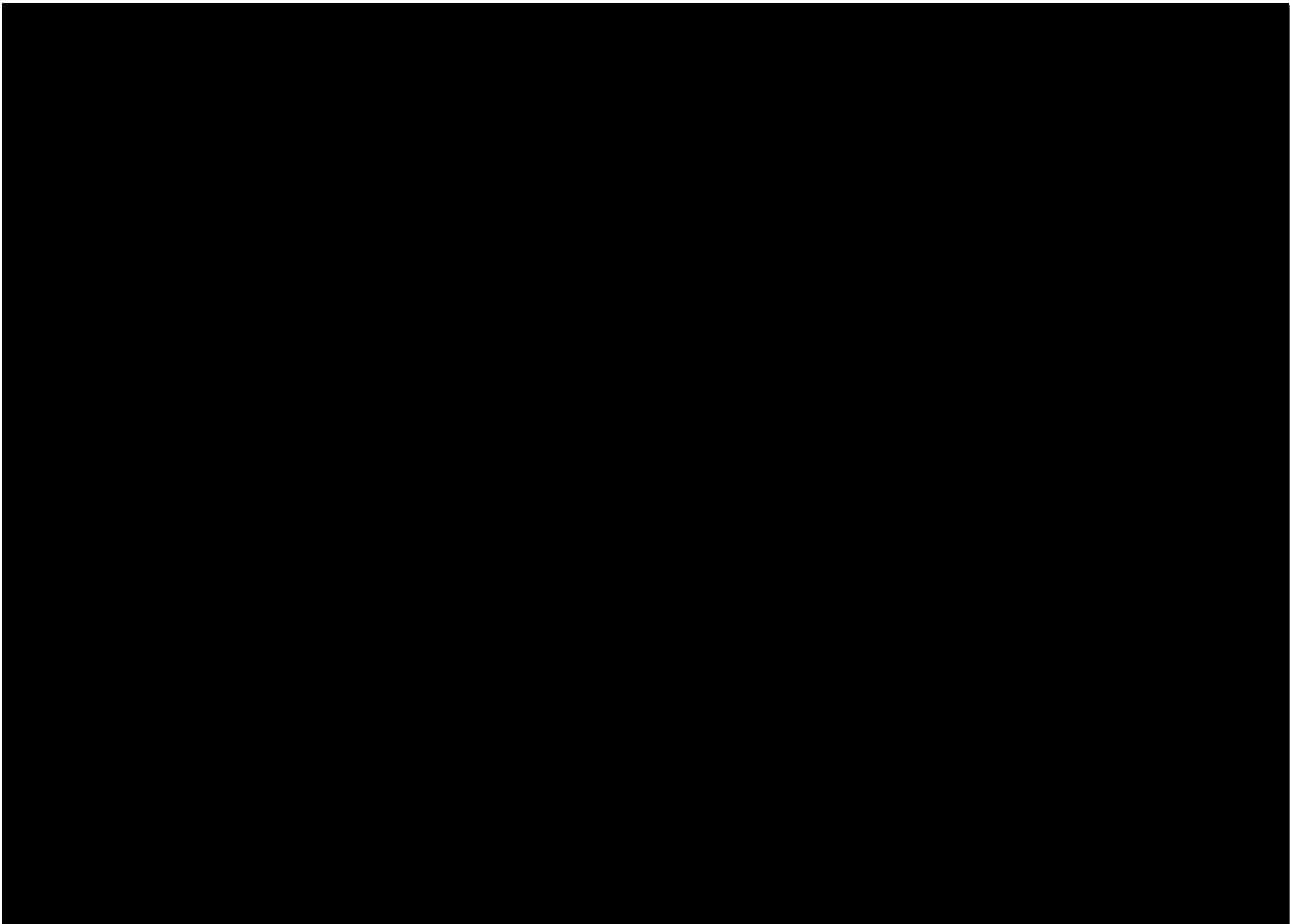
Anne Arnold
CHAIRPERSON

10/11/2016

Date signed

11.11.2016

Date signed



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

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 15th day of November 2016.



Albert Jacob, MLA
Minister for Environment; Heritage

Annexure A

Conservation Works – Main Store

The following list of Conservation Works is based on Section 10.2.1 of the **Main Store** Conservation Plan, "Recommended Conservation Works", at pages 149-151.

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

1. Ensure that public domain works do not damage building footings or leave them exposed or unsupported.
2. Investigate the ground levels around the perimeter walls, and reduce if necessary below the level of the damp proof course. Should ground levels be higher, install an air drain for affected areas.
3. Removed stored items to a location approved by the Council.

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

4. Stitch repair with stainless steel or Helifix to minimise future cracking to all walls, and repoint cracking at cornice level and other brickwork defects as required.
5. Remove intrusive door and window opening infills and reconstruct as necessary.
6. Remove the awning and gantry structure along the south wall, while retaining evidence of the former shed (flashing and roofline) to be incorporated into future interpretation or additions.
7. Repair/reconstruct metal window frames to north and south walls, and rust proof as necessary.
8. Make good broken, vandalised or painted over windows to north and south walls.
9. Monitor existing roofs and remove and replace cladding and windows/vents as required to match original profile and materials.
10. Review and repair/reconstruct stormwater system as required to original detail. Ensure galvanic reaction with roofing material not an issue.
11. Securely fix existing signs to be retained, i.e. historic signs as interpretive elements.
12. Repair crane and external main door to working order as identified in Policy 34 and 35. Significant elements to be restored rather than replaced, and interpreted.
13. Replace foil ceiling and roof skylight cladding, having regard to insulation, acoustics and fire ratings. Ceilings should be replaced at the same time as roof and skylight cladding.
14. Replace incandescent lighting with in-character energy efficient lighting system to suit new function.
15. Rationalise and/or replace electrical, communications, hydraulic and emergency systems with compliant systems. Remove redundant elements where not significant.
16. Retain fair faced internal brickwork, clean and repair to retain historic patina.
17. Remove seals over existing windows, and repair all windows and doors.
18. Retain, repair and refurbish foreman's office as an interpretive element.
19. Retain and refurbish enclosures and transportables if required. If not required, remove and make good. Examine for asbestos prior to any work commencing.
20. Retain concrete floor and modify as required at time of development.
21. Retain and conserve timber stairs to cellar.
22. Retain brickwork to cellar and repaint/repoint as required.
23. Retain ceiling to cellar and repaint as required.
24. Retain some evidence of shelving in cellar for interpretation.
25. Replace first floor ceiling with more appropriate ceiling configuration at time of roof works.

Long-term Works (to be completed within 10 years of the Effective Date)

26. Undertake structural assessment of footings for future adaptations.

Conservation Works – Oil Store

The following list of Conservation Works is based on Section 7.10 of the **Oil Store Conservation Plan**, “Recommended Conservation Works”, at pages 80–85.

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

1. Reduce ground levels and noxious vegetation build-up. Investigate damp- proof course still effective.
2. Retain all evidence, including wall scars, of former structures and accretions. Retain for future reference and interpretation.
3. Remove all loose fittings, fixtures and furniture presently stored.
4. Check all steel and timber roof member connections and secure poor connections, under direction from architect and/or structural engineer.
5. Make good and/or replace roof sheeting, rainwater goods and defective flashing to match original profile and material. Reinststate ogee profile gutters.
6. Re-point fretting brick joints and bricks. Replace non-viable bricks with recycled bricks from MRA stockpile.
7. Reconstruct bottom sash & sill to northern windows, and generally.
8. Terminate and strip out all services. Retain a selection for interpretative purposes where appropriate.
9. Repair all joinery, barges, mouldings, windows and the like to match original profile and materials, and paint on completion where originally painted.
10. Investigate and undertake remedial works to remedy damp ingress at high level. Seek guidance from conservation architect.
11. Carefully take down the remaining portion of ceiling, and install new ceiling as required.
12. Completely remove all floor coverings and investigate integrity of floors (beware that materials may contain asbestos). If asbestos located follow all applicable Worksafe guides and ensure safe removal and disposal.

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

13. Repair all remaining cracks to brick walls with material to match original.
14. Remove previous poorly executed repairs to building envelope and make good.
15. Provide proper treatments to door openings with temporary treatments making use of documentary evidence. Reinststate external sliding door tracks & doors in a contemporary design idiom is the goal.
16. Remove brickwork & window and reconstruct opening to Acid Store south door opening to suit double Oregon timber ledge & brace doors. Refer north elevation for guidance.
17. Repair cement-rich decorative elements to parapets, copings and sills. Seek advice from conservation architect prior to stripping paint to sills.
18. Repair & re-point brick corbelling to external brickwork.
19. Repair louvered roof vents and re-paint to match existing.
20. Protect all wall ties, plates and the like to external brickwork.
21. Remove hand basin, paper towel holder and associated service runs to Oil Store west wall and make good adjoining surfaces.
22. Remove gas radiators and associated service runs to Acid Store east wall and make good adjoining surfaces.

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

23. Generally replace hardware where appropriate to building perimeter.
24. Remove ceilings to reveal interior of soffit. – line & insulate u/s timber roof frame.
25. Remove interior paint to walls, protect painted signage and retain a section for interpretation where required.
26. Re-establish building services as part of conservation and/or adaptation works.
27. Introduce interpretation including the return of relevant objects if available.

Long-term Works (to be completed within 10 years of the Effective Date)

28. Reconstruct original canopies over sliding doors to north elevation, if evidence is available.
29. Construct section of interpretive rail track to north elevation. Review in light of MRA landscape & interpretation plans.

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.

It is not envisaged that structural monitoring of the building will be required. However, assessment and monitoring of internal and external wall and ceiling mounted and fixed machinery and plant will need to be undertaken regularly.

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 and affixed machinery by a qualified structural engineer will be required and any recommendations implemented.

Periodic Maintenance Schedule

As Required

- 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.

Periodically

- Assess structural integrity of external and internal wall-mounted machinery and attend to minor defects.
- Report any defects, including broken windows and glazing and hardware, leaks in the roof, fallen or dislodged pieces of masonry, wood dust from termites etc.
- Check all fire fighting equipment and detection devices are in operational order and ensure all points of egress remain clear.
- Check electrical systems, fittings and switchboards for safety reasons and attend to minor faults.
- Check all plumbing services for leaks.
- Check doors and windows hardware.
- Inspect for termites and other potentially damaging pests; treat as necessary.
- Monitor metal window frames for rust; repair or construct damaged frames; rust proof frames as necessary.
- 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.

Annually

- Inspect exterior painted joinery and paint finishes for deterioration and repaint as necessary.
- Inspect roof cladding, flashings and rainwater goods, repair as necessary. Ensure that all gutters and downpipes are free of debris and flow freely.
- Inspect for rising damp or water penetration and repair immediately as necessary.
- Inspect structure for cracks and signs of movement and other failure and monitor.
- Rod all rainwater and soil drainage systems.
- Monitor internal and external signage and fixings for damage to significant fabric.

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), *Midland Railway Workshop, Main Store, Conservation Plan* (Hocking Heritage Studio, February 2014) and *Oil Store, Midland, Conservation Management Plan* (Philip Griffiths Architects, 2014). 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*.

In addition to the interpretation required for extant fabric, machinery, associated equipment and fixtures as outlined below, a minimum of two additional interpretive proposals are to be included in any new development that are derived from the suite of options provided in the "Design Concepts" included in the *Interpretation Concepts Plan*. Variations or alternatives to these established concepts will be considered by mutual agreement as long as they still meet the Interpretation Principles, and relate to the endorsed themes, function and stories of the building.

Machinery, equipment and associated items that contribute to the cultural heritage significance of the Place and are to be retained are identified in the attached Table and Plan *Midland Railway Workshops: Main Store Machinery and Equipment to be Retained* (March 2015)

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

The following works relate to the interpretation requirements and outcomes as outlined in the Conservation Plans for the Main Store (Section 9.8 at pages 144-145 and Section 10.2.1 at pages 149-151) and the Oil Store (Section 7.4 at page 70 and Section 7.10 at pages 81-85). Works to specific elements, such as conservation and repair works, must be guided by professional advice and where relevant undertaken by qualified professionals.

Main Store only

1. Repair Oerlikon 3-ton Overhead Travelling Crane, external gantry, 1904 Roller Door and Avery Scales to good and safe order for interpretation purposes.
2. Repair and refurbish Foreman's Office on ground floor.
3. Retain representative examples of original shelving in the Cellar and make good.

Main Store and Oil Store

1. Fix and protect existing historic stencilling and signage securely that are to be retained.
2. Provide interpretation of the former link structure that connected the two buildings and the former loading dock.
3. Interpret the historic east/west rail tracks that were located adjacent to the buildings.