

Mallesons Stephen Jaques

S O L I C I T O R S

Heritage Agreement Old Jarrah Tree Armadale

Dated

Heritage Council of Western Australia ("Council")

Mallesons Stephen Jaques

Solicitors

Level 10

Central Park

152 St George's Terrace

Perth WA 6000

Telephone (61 8) 9269 7000

Fax (61 8) 9269 7999

DX 91049 Perth

Ref: APS: 09-5048-7908

Heritage Agreement Old Jarrah Tree Armadale

Details

Auction 119
EXEMPT from W.A. Stamp Duty

ST
for Commissioner of State Revenue

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
19/04/02 08:16 001365776-001
DUP \$ *****.00
D/S \$ *****.00
EXEMPT 100 %

Interpretation – definitions are in clause 1.1

EXHIBIT 100.7

Parties	Council and Owner	
Council	Name	Heritage Council of Western Australia
	Address	108 Adelaide Terrace, East Perth, Western Australia
	Telephone	(08) 9221 4177
	Fax	(08) 9221 4151
	Attention	The Director
Owner	Name	[REDACTED]
	ABN	[REDACTED]
	Address	[REDACTED] [REDACTED]
	Telephone	[REDACTED]
	Fax	[REDACTED]
	Attention	[REDACTED]
Recitals	A	The Owner is the registered proprietor of the Land.
	B	The Owner has agreed to:
		(a) maintain the Tree; and (b) consent to the Place being entered in the Register of Heritage Places pursuant to the Act, on and subject to the provisions of this Agreement.
Governing law	Western Australia	
Date of agreement	See Signing page	

Minister means the Minister responsible for the administration of the Act.

Owner means:

- (a) the Owner as described in the Details, for so long as it is the registered proprietor of the Land;
- (b) the Owner or Owners of the Land from time to time, as the expression "Owner" is defined in the Act.

Plan means the plan comprising Annexure A.

Place means the part of the Land which is shown hachured on the Plan.

Tree means the old jarrah tree (*Eucalyptus marginata*) situated at the Place as indicated on the Plan.

Tree Management Programme means the management programme for the maintenance of the Tree set out in Schedule 3.

Tribunal means the Western Australian Town Planning Appeal Tribunal established under the *Town Planning and Development Act 1928*.

- (b) Words and expressions having defined meanings in the Act, unless otherwise defined in this clause 1.1, have the meanings so defined in the Act.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variations or replacement)** a document (including this Agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this Agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;

- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (i) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (l) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.

2 Commencement, duration and scope of this Agreement

2.1 Commencement and duration of this Agreement

This Agreement commences on the Effective Date and continues until determination as provided in clause 8 unless terminated earlier by written agreement of the Council and the Owner.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.

- (b) All of the obligations of the Owner under this Agreement are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council.
- (d) Subject to clause 2.2(e), on the Owner transferring the whole or part of its interest in the Land to another person, the transferring Owner is released from all personal liability under this Agreement to the extent of the interest transferred.
- (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 interest of the transferring Owner to another person.

3 Condition Precedent

3.1 Agreement conditional on Condition Precedent

This Agreement is subject to the Condition Precedent that on or before the Latest Date the Incentive is granted unconditionally, or if granted subject to conditions then those conditions are satisfied by the Owner or waived by the Council.

3.2 Satisfaction or waiver of Condition Precedent

The Condition Precedent:

- (a) is solely for the Owner's benefit and may only be waived by the Owner;
- (b) will only be satisfied or waived if the Owner gives written notice to the Council to that effect.

3.3 Failure of Condition Precedent

If the Condition Precedent is not satisfied or waived by the Owner on or before the Latest Date, this Agreement will immediately come to an end.

4 Maintenance of the Tree, Incentive

4.1 Maintenance of the Tree

- (a) The Owner, in consideration of and subject to the grant of the Incentive:
 - (i) is to undertake the Tree Management Programme; and
 - (ii) subject to paragraph (b) will not except with the prior written consent of the Council, fell or remove the Tree nor knowingly do or permit to be done any act which will damage the Tree.

- (b) If the Owner receives any order or direction from any Authority (an **Order**) which will require the Owner to deal with the Tree as contemplated by paragraph (a)(ii):
 - (i) the Owner will forthwith give the Council written notice specifying the Order;
 - (ii) the Owner will not, except with the Council's written consent, act on the Order earlier than 7 days prior to the expiry of the Order;
 - (iii) subject to the Owner's compliance with paragraphs (i) and (ii), the Owner will not be liable for any breach of this Agreement nor of any Conservation Order for any action taken by the Owner in compliance with the Order.

4.2 Prevention of malicious damage

The Owner will take all reasonable steps which are consistent with the proper operation and management of the Land as a shopping centre to seek to prevent malicious damage to the Tree, and in particular will:

- (a) maintain a fence around the Tree or the Place which is sufficient to prevent casual access to the Tree; and
- (b) instruct any person engaged in providing routine or regular security patrols in respect of the Land to include the Place their patrols,

but nothing in this clause 4.2 obliges the Owner to:

- (c) construct or maintain any works which are not consistent with the character or standard of other improvements on the Land; nor
- (d) install security devices or engage or employ the services of security personnel in addition to that which is ordinarily installed, engaged or employed in the day to day operation of the shopping centre on the Land.

4.3 Acknowledgments as to condition of the Tree

It is acknowledged that:

- (a) the Tree was in the condition described in Schedule 2 as at the dates specified;
- (b) whilst the Tree Management Programme has been compiled by an independent expert in accordance with best practice and with a view to maintaining the condition of the Tree so far as possible and prolonging its life, and notwithstanding performance by the Owner of its obligations under clauses 4.1 and 4.2, the Tree is a living organism whose survival cannot be guaranteed for any particular period of time and is dependent, among other things, on natural and other factors which are beyond the control of the Owner.

4.4 Incentive

It is acknowledged that:

- (a) in order to secure the conservation of the Place through the maintenance of the Tree and by the Owner's undertaking of the Tree Management Programme, the Council has recommended that the Incentive be granted to the Owner;
- (b) it is intended that the Incentive will be applied and granted as set out in Schedule 1;
- (c) the Incentive will cease, and the Owner will have no further entitlement to receive the Incentive, if the Owner commits a contravention of any of the provisions of this Agreement;
- (d) notwithstanding clause 4.4(c), the Incentive is, and in particular the quantum, commencement and duration of the Incentive as set out in Schedule 1 are, intended to take into account the impact which the obligations undertaken by the Owner pursuant to this Agreement (in particular the obligations under clause 4.1(b)) have on the ability of the Owner to Develop the Land, including:
 - (i) the design and use limitations;
 - (ii) the physical and temporal restrictions on planning and carrying out any Development; and
 - (iii) the consequent substantial adverse financial impact, which may continue despite the cessation of the Owner's obligations with respect to the Tree at any particular point of time after commitment to any Development of the Land.

5 Development of the Land, risk

5.1 Acknowledgment

It is acknowledged that the Owner intends to Develop the Land.

5.2 Development of the Land

The Council shall not take or support any action nor do or support any matter or thing which will or may result in:

- (a) prevention or delay of the Development of the Land where the Development is not inconsistent with the ongoing performance of the Owner's obligations under this Agreement;
- (b) the imposition of conditions on any Development of the Land which relate, directly or indirectly, to the Place or the Tree (including the cultural heritage significance of the Place or the Tree) and which are inconsistent with or more onerous than the obligations of the Owner under this Agreement.

5.3 Land and Place at Owner's risk

The Land and the Place are and shall remain at the risk of the Owner in all respects, notwithstanding any Development of the Land or the Place with the consent of the Council, and without limitation all Development of the Land or the Place will be conducted entirely at the risk of the Owner and the Owner must indemnify and keep indemnified and save harmless the Council, the Minister and any of their respective servants or agents against all Loss suffered or incurred by any of them caused by or arising from or in connection with the development or occupation of the Land or the Place by the Owner or any person claiming through or under the Owner.

6 Council's rights of entry and powers of inspection

6.1 Council's rights of entry and powers of inspection

- (a) Subject to clause 6.1(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 Tree with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 6.1(c), the Council must in the exercise of its powers of entry and inspection:
 - (i) comply with any reasonable requirement imposed by the Owner; and
 - (ii) without limitation to clause 6.1(b)(i), cause the minimum possible interference to the operation and management of the Land and the businesses of the Owner's tenants being carried on on the Land.
- (c) The Owner must do all things reasonably necessary to enable the Council to exercise its rights of inspection as set out in clause 6.1(a), including without limitation ensuring that reasonable access is provided to all parts of the Place which are accessible without excavation or other works and ensuring access to and use of any facility at the Place which is reasonably necessary to facilitate inspection.

7 Entry of Place in the Register, Conservation Orders, Memorial

7.1 Registration of the Place

The Owner consents to the entry of the Place in the Register on a permanent basis under the Act and waives all rights the Owner may otherwise have to be given any notice of the entry or to make or have considered any submissions with respect to the same provided that:

- (a) this consent is given in consideration of:

- (i) the grant of the Incentive; and
 - (ii) the Council agreeing to undertake or perform the obligations on its part set out in this Agreement, including those set out in clause 5.2;
- (b) the terms of entry of the Place in the Register must be consistent with the provisions of this Agreement, including in particular the provisions of clause 8;
 - (c) the entry of the Place in the Register is not to be effected prior to satisfaction, or waiver by the Owner, of the Conditions Precedent.

7.2 Conservation Orders, Memorial

The Council shall, as soon as possible after satisfaction or waiver of the Condition Precedent:

- (a) cause the modification of the Existing Conservation Order so that it is consistent with the provisions of this Agreement, and in particular so that the Conservation Order includes express provision that the Owner will not be in breach of the Conservation Order by reason of any action or inaction of the Owner unless that action or inaction is a breach of the Owner's obligations under this Agreement;
- (b) withdraw the Memorial and lodge a new Memorial over the Land reflecting the terms of this Agreement.

8 Termination, cessation of obligations, rights and powers, removal of Place from the Register

8.1 Termination

This Agreement will terminate on the later of:

- (a) payment or satisfaction, in full, of the Incentive; and
- (b) Death of the Tree.

8.2 Cessation of obligations, rights and powers

The Owner's obligations under clauses 4.1 and 4.2 and the rights and powers of the Council under clause 6 cease immediately upon the Death of the Tree, and thereafter the Place may be Developed without regard for the Tree as the Owner sees fit and the Council shall not take, support or acquiesce in any action nor do, support or acquiesce in the conduct of any thing which will or may prevent, hinder or delay any Development of the Place or the Land on any ground relating to or arising out of the existence or significance of the Tree.

8.3 Incentive to continue until paid or satisfied unless default

The Council shall not take, support or acquiesce in any action nor do, support or acquiesce in the conduct of any thing which will or may cause or allow:

- (a) cancellation or termination of the Incentive or the right of the Owner to receive the Incentive; or
- (b) the Owner to become liable to pay any amounts previously remitted (as part of the Incentive or otherwise) on account of rates, taxes or charges in whole or in part,

unless the Owner breaches its obligations under this Agreement and the breach is not remedied within the period referred to in clause 9.1.

8.4 Removal of the Place from the Register, revocation of Conservation Order and withdrawal of Memorial

As soon as practicable after the Death of the Tree, the Council shall, to the full extent to which it is lawfully able to do:

- (a) commence; and
- (b) pursue as expeditiously as possible,

all processes which are necessary to:

- (c) remove the Place from the Register;
- (d) revoke any Conservation Order applicable to the Tree or the Place;
- (e) withdraw any Memorial from the Land.

9 Default

9.1 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 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.

9.2 Rights and remedies of the Council

If any Event of Default occurs, the Council will 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, acting reasonably, 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; 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.

9.3 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.

10 Resolution of disputes

10.1 Resolution of disputes under this clause

Any disputes which arise under or in relation to this Agreement are to be resolved as provided in this clause 10.

10.2 Negotiation in good faith

- (a) If any dispute arises between the Council and the Owner at any time as to the interpretation of this Agreement or as to any matter or thing of any nature arising under or in connection with this Agreement except any dispute as to a Certification then either party may give to the other a Dispute Notice, and the giving of a Dispute Notice is a condition precedent to the commencement by either party of proceedings with regard to the matters the subject of the dispute.
- (b) Within 7 days after service of a Dispute Notice the parties shall confer at least once to attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on a method of resolving the dispute by other means. At each conference each party shall be represented by a person having authority to resolve the dispute in the course of the conference.
- (c) If for any reason:
 - (i) the parties do not meet or confer; or
 - (ii) the dispute has not been resolved by the parties conferring nor agreement reached on a method of resolving the dispute by other means,

within 7 days after service of the Dispute Notice, the parties are at liberty to pursue resolution of the dispute by any lawful means including proceedings in a Court of competent jurisdiction.

10.3 Dispute as to a Certification

If either party does not agree with a Certification made by the Aboriculturalist, the following applies:

- (a) within 7 days after the date of service of the Certification on the relevant party, and notwithstanding anything contained in this Agreement:
 - (i) the Owner may lodge an appeal with the Tribunal under s 60 of the Act in relation to the Conservation Order; or
 - (ii) the Council may issue a written notice to the Owner requesting the Owner to lodge an appeal with the Tribunal under s 60 of the Act in relation to the Conservation Order.
- (b) If the Council issues a notice under paragraph (a)(ii) the Owner must lodge an appeal with the Tribunal under s 60 of the Act within 7 days of receiving the notice from the Council.
- (c) If an appeal is lodged under s 60 of the Act:
 - (i) both parties must use their best endeavours to have the appeal determined by the Tribunal as soon as possible; and
 - (ii) the Owner may discontinue the appeal at its sole election without any costs penalty if the Tribunal fails to determine the appeal within 21 days after the appeal is lodged and refer the dispute to arbitration under the *Commercial Arbitration Act 1985*.
- (d) In an arbitration under paragraph (c)(ii) the following applies:
 - (i) the arbitrator is to be a person nominated by the Institute of Foresters, or if that body ceases to exist then any body which replaces that Institute or if there is no replacement then the arbitrator is to be a person nominated by the President of the Law Society of Western Australia Inc;
 - (ii) the arbitrator must be instructed to determine the dispute and issue a written determination stating the reasons for the determination within 7 days of reference of the dispute;
 - (iii) the Council and the Owner are each entitled to be represented by legal practitioners at the hearing of the dispute.
- (e) The Council is not required to carry out its obligations under clause 8.4 of this Agreement until the appeal is determined by the Tribunal or the matter is settled at arbitration as the case may be.

- (f) If the Owner does not lodge an appeal and the Council does not issue a notice under paragraph (a)(ii) within the 7 day period referred to in paragraph (a), then:
 - (i) the Owner's right to lodge an appeal and the Council's right to require the Owner to lodge an appeal under paragraph (a) cease and this provision may be pleaded as an absolute bar and defence to any such appeal; and
 - (ii) the Certification will be final and binding on both parties.

11 General

11.1 Variation and waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

11.2 Construction of this Agreement

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

11.3 Governing law

This Agreement is governed by the laws in force in Western Australia and the parties submit to the non exclusive jurisdiction of the courts of Western Australia.

11.4 Further assurances

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

11.5 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.

11.6 Owner as trustee

- (a) Subject to clause 11.6(d), Council agrees that any liability or obligation of the Owner arising under or in connection with this Agreement will be enforced against the Owner only, to the extent to which it can be satisfied out of the property of the [REDACTED] ("Fund") out of which the Owner is indemnified for the liability under the Constitution of the Fund.
- (b) Council's agreement in clause 11.6(a) extends to all liabilities and obligations of the Owner in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement.

- (c) Despite any other provision of this Agreement other than clause 11.6(d):
 - (i) Council's agreement in respect of the Owner's liability under this clause shall, subject to paragraph (d), not apply to any obligation or liability of the Owner to the extent that it is not satisfied because there is a reduction in the extent of the Owner's indemnification out of the assets of the Fund as a result of the Owner's fraud, negligence or breach of trust; and
 - (ii) nothing in this clause shall make the Owner liable to any claim for an amount greater than the amount which the Council would have been able to claim and recover from the assets of the Fund in relation to the relevant liability if the Owner's right of indemnification out of the assets of the Fund had not been prejudiced by fraud, negligence or breach of trust.
- (d) The provisions of this clause 11.6 only apply while the Owner remains as trustee and the Land is an asset of the Fund.

11.7 Costs and stamp duty

- (a) The Owner shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to the exercise or enforcement by the Council of any right, power or remedy under this Agreement, including 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.
- (c) The Owner shall pay all stamp duty on this Agreement.

EXECUTED as a deed.

Heritage Agreement Old Jarrah Tree Armadale Schedules

Schedule 1 Incentive

(Clause 1.1 Definitions and clause 4.4 Incentive)

NATURE OF INCENTIVE:

Remission of Land Tax and Metropolitan Region Improvement Tax.
(Relevant Authority: State Revenue Department).

AMOUNT:

Remission each year by a reduction in the unimproved value of the Land for the purpose of assessment of Land Tax and Metropolitan Region Improvement Tax calculated by reference to the Relevant Area of the Land (as defined below).

DURATION:

Commencing on the Effective Date and expiring on the 15th anniversary of the Effective Date.

PRINCIPLES:

The following principles and procedures apply with respect to implementation of the Incentive:

1 In these Principles:

Assessable Land means that part of the Land which is subject to Tax in the hands of the Owner as at midnight 30 June in the relevant year of assessment.

Relevant Area means 5,724 square metres, being the area of land acknowledged as directly affected by the restrictions and obligations placed on the Owner in respect of the Tree and the Place under this Agreement.

Relevant Percentage means the proportion, expressed as a percentage, which the Relevant Area bears to the area of the Assessable Land. By way of example, as at 30 June 2001 the Relevant Percentage was 10.2%, being the proportion which the Relevant Area (5,724 square metres) bears to the area of the then Assessable Land (56,110 square metres).

Tax means Land Tax and Metropolitan Region Improvement Tax.

- 2 The remission of Tax will be effected by a remission under the provisions of section 36(2) of the Act.
- 3 The remission will be effected by reducing the unimproved value of the Assessable Land, as determined under the Land Tax Assessment Act for the purpose of assessment of Tax to the Owner, by the Relevant Percentage.

4 A reference to:

- (a) any authority includes any replacement of or successor to the relevant authority and any other body, authority or person, governmental or otherwise, which assumes or becomes responsible for the same taxing or supply role or function whether with or without any other role or function;
- (b) any rate, tax or charge includes any replacement, substitute, equivalent or derivative rate, tax or charge however administered, calculated or charged,

and the Incentive will continue to apply for the benefit of the Owner notwithstanding any change of any authority or change in the administration, calculation or method of charging of any rate, tax or charge.

Heritage Agreement Old Jarrah Tree Armadale Schedules

Schedule 2 Condition of Tree

(Clause 4.3 Acknowledgements as to condition of Tree)

Condition of the Tree as at 12 June 2000

The Tree was 'ring-barked' by unknown vandals in 1997. This incident had a direct impact on the tree's health and its ability to sustain and generate growth, which create the existing canopy form.

Approximately 75% of the Tree canopy is dead and non-existent (central and South side). Approximately 80% of existing vegetation on the lower North side consists mainly of epicormic regrowth (water shoots formed as a response to the ring-bark injury and a variety of stress components).

Over the two years prior to June 2000, some regrowth formed on the South side of the tree, however the ring-barking and subsequent lack of vigour resulted in a dramatic decline in the Tree's health.

Condition of the Tree as at 4 October 2001

The canopy area, in comparison to previous inspections, indicates that the Tree is in a stable condition. There is no visual evidence to suggest that the tree canopy is continuing to regress as a result of past vandal attacks and other various stress components.

Heritage Agreement Old Jarrah Tree Armadale Schedules

Schedule 3 Tree Management Programme

(Clause 1.1 Definitions and clause 4.1 Maintenance of the Tree)

1. Mulching

Apply no less than 100mm of decomposted 'Eucalypt wood mulch' over the entire protected zone to assist in water retention and to encourage soil organics.

2 Vertical mulching

- auger - drill multiple holes at one metre intervals from the base of the Tree in a grid like pattern to cover total soil area
- hole size should be no less than 60mm in diameter to a depth of 500mm
- fill drill holes with 50% existing soil, 50% peat moss and 2kg/m³ of 6-9 month MacroCote.

3. Fertilising

Apply 1 kilogram of NPK Blue fertiliser broadcasted over the protected zone.

5. Ongoing Inspections

Two inspections per year for the purpose of providing up-to-date diagnostic reports.

1. September/October
2. March/April

6. Water Regime

- 500 litres of water three times per week (Summer/Autumn)
- 300 litres of water three times per week (Winter/Spring)
- water to be distributed as evenly as possible over entire root zone area

7. Irrigation system

The irrigation system is to be checked to ensure it is in correct working order whilst maintaining recommended output volumes of water. It is important to

achieve maximum water coverage over the Tree's root system with even broadcasting.

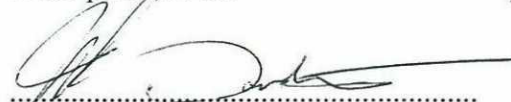
Heritage Agreement Old Jarrah Tree Armadale

Signing page

DATED: 6 March 2002

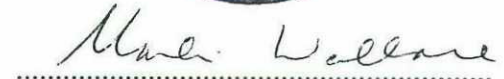
THE COMMON SEAL of the)
HERITAGE COUNCIL OF)
WESTERN AUSTRALIA is affixed)
in the presence of:)




.....
Signature of authorised person

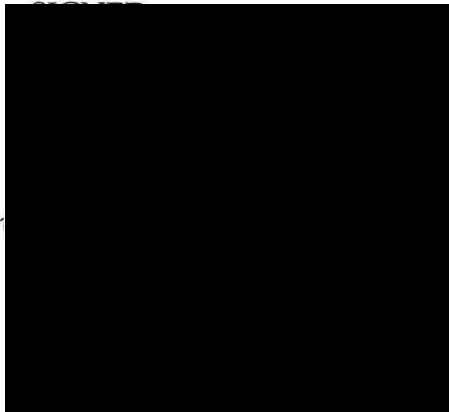
DIRECTOR
.....
Office held

IAN. H. BAXTER
.....
Name of authorised person


.....
Signature of authorised person

CHAIR
.....
Office held

MARLI WALLACE
.....
Name of authorised person



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

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 16 day of April 2002.



MINISTER FOR THE ENVIRONMENT AND HERITAGE

Heritage Agreement Old Jarrah Tree Armadale Annexures

Annexure A Plan

(Clause 1.1 Definitions)

See following page.