

DATED

21/6

1993

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA

AND

██████████

HERITAGE AGREEMENT

Blakiston & Crabb
Solicitors
Emerald House
22 Emerald Terrace
WEST PERTH WA 6005

Tel: 322 7644
Ref: herit.1504b

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2'
THIS HERITAGE AGREEMENT is made

21st June

WESTERN AUSTRALIA STAMP DUTY
21/06/93 1267239 1993 2.00
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BETWEEN:

THE HERITAGE COUNCIL OF WESTERN AUSTRALIA a body corporate pursuant to the Heritage of Western Australia Act 1990 ("Act") of 292 Hay Street East Perth Western Australia ("Council")

AND

RECITALS:

- A. The Purchaser is the Lessee of all that land coloured red on the plan attached hereto and marked with the letter "A" and being portion of Perth Town Lot L8 and being part of Lot 104 on Diagram 75154 and more particularly described in Certificate of Title Volume 1838 Folio 563 ("Place") pursuant to registered lease number E86096 ("Lease").
- B. Pursuant to its entitlement under Clause 15.01 of the Lease, the Purchaser has exercised its option to purchase the Place from [REDACTED] ("Owner").
- C. The Owner is the registered proprietor of the Place as well as the registered proprietor of the balance of the land contained in Certificate of Title Volume 1838 Folio 563 and consents to the Purchaser exercising its option to purchase the Place.
- D. The Owner consents to a subdivision of the land contained in Certificate of Title Volume 1838 Folio 563 and subject to the issue of a new title for the Place, the sale and transfer of the Place to the Purchaser.
- E. By reason of special interest relevant to the cultural heritage which the Place possesses the Minister for Heritage has, pursuant to Section 29(2)(c) of the Act, directed that the Place be made subject to a heritage agreement.

1. INTERPRETATION

1.1 Definitions

In this Heritage Agreement unless the context otherwise requires;

"Act" means the Heritage of Western Australia Act 1990 and includes all statutes varying, consolidating or replacing it and all regulations, proclamations, orders and by-laws issued under it;

"Council" means the Heritage Council of Western Australia and, where it ceases to exist and is reconstituted, or renamed, or replaced or its powers or functions are transferred to any other association, body, or authority a reference to it means the association, body or authority (as the case may be) established or constituted in its place or assuming its powers or functions;

"Heritage Agreement" means this deed as it may from time to time be supplemented, varied or amended;

"Place" means all that land coloured red on the Plan attached hereto and marked with the letter "A" and being portion of Perth Town Lot L8 and being part of Lot 104 on Diagram 75154 and more particularly described in Certificate of Title Volume 1838 Folio 563 and includes all works and buildings thereon;

"Purchaser" includes the successors and assigns of the Purchaser;

"Schedule" means Schedule of Conditions for the Conservation of Cultural Heritage Significance appended to this Heritage Agreement which may from time to time be varied with the approval of the Council.

1.2 In this Heritage Agreement, unless the context otherwise requires:

Headings are for convenience only and do not affect the interpretation of this Heritage Agreement;

Words importing the singular include the plural and vice versa;

Words importing a gender include every gender; and

Every covenant or agreement expressed or implied in which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally.

2. APPLICATION OF ACT

This Heritage Agreement is made by the Council on behalf of the Crown pursuant to Section 29(1) of the Act and shall be governed by and construed in accordance with the Act.

3. TERM

This Heritage Agreement comes into effect and will be of permanent effect upon the happening of all of the following events:

- (a) the subdivision of the whole of the land described in Certificate of Title Volume 1838 Folio 563 into two separate lots, namely:

- (i) the Place; and
- (ii) the balance of the land contained in the said Certificate of Title Volume 1838 Folio 563;
- (b) the transfer of the Place from the Owner to the Purchaser; and
- (c) the registration of that transfer at the Land Titles Office.

4. PURCHASER'S COVENANTS

Upon this Heritage Agreement coming into effect in accordance with the provisions of clause 3 hereof the Purchaser covenants with the Council to the intent that the covenants run with the Place and will pass to and bind the Purchaser's successors in title to the Place, all of whom shall be deemed to have notice of this Heritage Agreement as follows:

4.1 Use

Not to change the use of the Place, which is presently an office, without the prior written approval of the Council which approval will not be unreasonably withheld.

4.2 Alteration

Not to do any act or thing to alter or change in any way the works or buildings now standing or being on the Place without the prior written approval of the Council, which approval shall not be unreasonably withheld where such act or thing done is done for the purposes of conservation and is consistent with the requirements listed in the Schedule.

4.3 Maintenance

To keep the works and buildings now standing or being on the Place in their present repair, fair wear and tear excepted and to carry out all maintenance and repairs necessary for such purposes in a proper and workmanlike manner to the reasonable satisfaction of the Council and in accordance with plans and specifications and using workmen approved by the Council, which approval shall not be unreasonably withheld.

4.4 Inspection

To permit at any time after having been given reasonable notice the Council and persons authorised by the Council to enter the Place to see the state of repair.

4.5 Council's Right to Repair

At all reasonable times and upon written notice to permit the Council and persons authorised by the Council to enter upon the Place or any part thereof and to carry out any repairs which

should in accordance with the covenants of the Purchaser contained in this Heritage Agreement be carried out by the Purchaser in which case the Purchaser shall pay to the Council on demand the reasonable cost of such repairs.

5. CHARGE AND CONSENT TO REGISTRATION

Upon this Heritage Agreement coming into effect in accordance with the provisions of Clause 3 hereof:

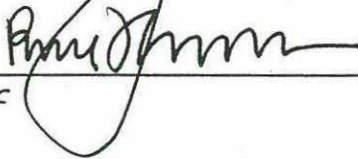
~~5.1 The Purchaser charges the Place in favour of the Council for the purposes of securing the due and punctual observance and performance by the Purchaser of the Purchaser's covenants under Clause 4 and authorises the Council to lodge an absolute caveat at the Land Titles Office, Perth against the Certificate of Title to the Place pursuant to this Clause. The Council shall promptly sign and deliver a withdrawal of any caveat lodged pursuant to this Clause to permit a transfer of the Place to a person who has covenanted to charge the Place on identical terms to those contained in this Clause.~~

5.2 The Purchaser consents to the Place being entered by the Council in the Register of Heritage Places in terms of the Act and waives all rights the Purchaser may have in terms of the Act to be given notice of the Place being entered in the Register of Heritage Places or to make or have considered submissions in that regard.

EXECUTED as a Deed.

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


Chairperson


Member

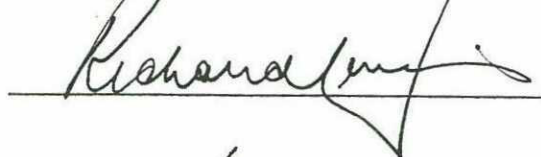


THE COMMON SEAL of [REDACTED])
LTD [REDACTED] was)
hereunto affixed by authority)
of the Directors in the)
presence of:)

[REDACTED]
Director

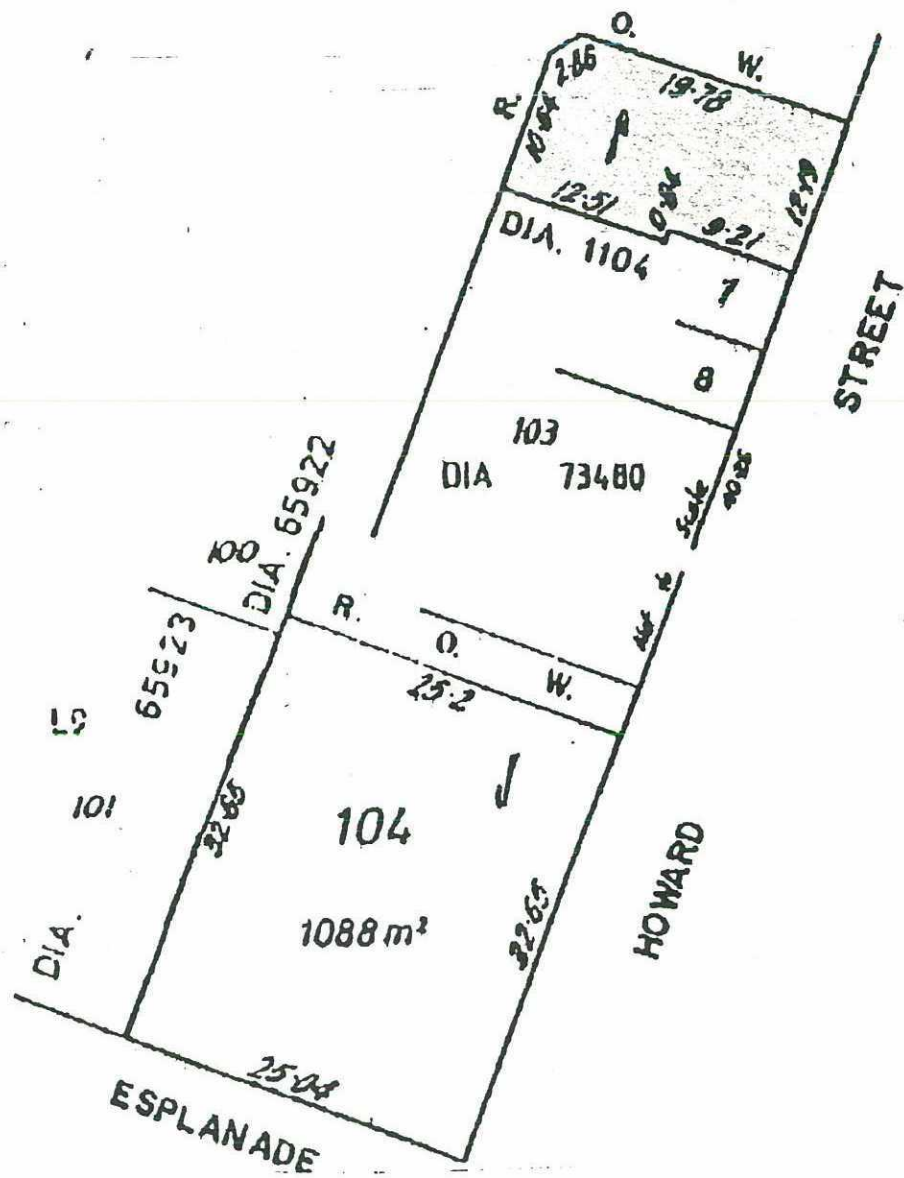
[REDACTED]
Director/

I, Richard Lewis, Minister for Heritage, certify that I am satisfied that this Heritage Agreement is necessary for the purposes of, and complies with the Heritage of Western Australia Act, 1990.



21/6/93
Date

"A"



HERITAGE COUNCIL OF WESTERN AUSTRALIA

21 HOWARD STREET

SCHEDULE OF CONDITIONS FOR THE CONTINUED CONSERVATION AND PRESERVATION OF CULTURAL HERITAGE SIGNIFICANCE

1. General

- i) The proprietor agrees to the property being entered into the register of heritage places.
- ii) Conditions of this schedule may be incorporated into any Heritage Agreement under S29 of the Heritage of Western Australia Act 1990.
- iii) Future development of the property is to be carried out in accordance with the Australian ICOMOS Charter for the Conservation of Places of Cultural Heritage Significance (The Burra Charter).

2. Exterior Requirements

- i) All external works, including painting, are to be referred to the Heritage Council for approval.
- ii) The elevation of the property to Howard Street is to be retained.
- iii) The north elevation of the premises exposed to the right of way is to be retained to the extent of the original building. The 1950 additions of reinforced concrete frame and load bearing brick is of no particular importance except that it is of red brick with rendered string courses and window material which attempts to match the adjacent side elevation. It is expected that any additions or alterations of significance would be made at this end of the building and such work should involve materials and detailing sympathetically handled and compatible to the original building.

3. Interior Requirements

- i) Any proposals to change or add to the internal structure of the building are to be referred to the Heritage Council for approval.
- ii) Drawings depicting 21 Howard Street's original floor plans were not available, and the work undertaken in 1988 by Oldham Boas Ednie-Brown retained a number of large open areas which it would be reasonable to conclude may have originally been subdivided into smaller spaces, generally of one room area to one window. Should the future requirements of the work place suggest that such subdivision would enhance and maintain the viability of the building's operations, then such subdivision work including the creation of doorways from the access corridors should be permitted subject to the work being carried out in materials and design to match that existing within the current spaces. Any new walls or openings must be constructed in such a manner as to minimise any impact on the original fabric, and to be reversible for the purpose of recovering the original spaces should the need arise. Such possible subdivisions are envisaged as follows:

- Ground Floor Level

- a) The subdivision of the board room into three separate offices.
- b) The subdivision of Office 1 into two separate spaces.

- First Floor Level

- a) The subdivision of Office 3 into two separate spaces.
 - b) The subdivision of Office 1 into two separate rooms.
- Remodelling and relayout of the toilet facilities would be considered.
 - The construction of an escape stair in the rear more recently constructed portion of the building would be considered.
 - Internal details of doors, architraves, skirtings, fire places, mantels and ceilings and cornices must be retained.

PA:SMcW:Arney934
17 February 1993