



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FREMANTLE AND
THE DEPARTMENT OF HOUSING**

The City of Fremantle ('City') is of the view that original homes within Hilton make an important contribution to the heritage and character of the suburb, and on this basis it wishes to ensure that, as much as is possible, original homes in Hilton which are owned by the Department are not demolished but rather are given every opportunity to be retained and renovated.

The Department of Housing ('Department') is seeking to retain its housing presence within Hilton, although it needs to replace the original homes with modern smaller houses, as the original houses do not meet the current needs of the Department or its clients. The Department is prepared to sell the existing houses to private buyers provided it can maintain its overall yield within the suburb through construction of new homes to replace those sold.

Both parties acknowledge each other's positions and, in order to each achieve its objectives, have voluntarily agreed to enter into this Memorandum of Understanding ('MOU').

The City of Fremantle will;

- 1) Recommend approval to the Western Australian Planning Commission ('WAPC') for subdivision applications submitted by the Department for any one of its properties within Hilton, where the purpose of that subdivision is the creation of a lot on which an original Hilton home exists, notwithstanding that the lots proposed do not meet the minimum and average site areas prescribed by the Residential Design Codes. For the purposes of this MOU the lot containing the existing house will be referred to as the 'front house lot' and the lot at the rear will be referred to as the 'rear vacant lot'. The lot prior to subdivision shall be referred to as the 'original parent lot'.
- 2) Permit, through the Planning Application process, the development of one additional dwelling on the rear vacant lot over and above the dwelling yield which would otherwise have been permitted on the original parent lot under the zoning of the land, provided that;
 1. All new dwellings shall be no greater than 80 sqm in floor area.
 2. Where practical, all mature trees on site shall be retained as part of the development, or suitable replacement trees and vegetation are incorporated as part of the development as appropriate,
 3. All other normal planning requirements are satisfied.
- 3) Acknowledge that new development on the rear vacant lot will be retained by the Department for its clients.



- 4) Acknowledge that in certain instances the Department will demolish original homes to more suitably meet its strategic housing requirements or to attend to houses that are considered beyond repair.

The Department of Housing will;

- 1) Where considered appropriate by the Department, it shall seek approval from the WAPC for subdivision for any one of its properties within Hilton where the purpose of that subdivision is the creation of a lot on which an original Hilton home exists. In addition to any normal conditions of subdivision, the Department will ensure that legal arrangements are put in place over both property titles to ensure reciprocal rights of access on a shared battle axe driveway.
- 2) Following subdivision, the Department will make every reasonable effort to ensure that the front house lot is sold for private residential use. In doing so, the Department will advise the new purchaser of the heritage status of the original house.
- 3) In undertaking the development of the rear vacant lot, the Department will ensure that, where practical, all mature trees shall be retained as part of any development and that new development shall incorporate the planting of suitable trees and vegetation where appropriate.
- 4) Not seek further subdivision approval of the rear lot unless such subdivision is consistent with the residential density coding of the land as prescribed by the Local Planning Scheme map.
- 5) Acknowledge that in instances where the Department proposes to demolish original homes, the Department will do so in the context of an overall strategy for Hilton and will consult with the City in a manner consistent with the Department's statutory obligations.

Both parties will;

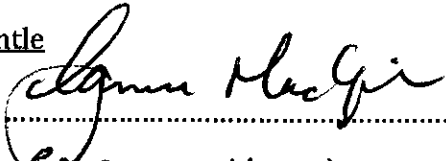
- 1) Acknowledge that nothing in this MOU prohibits either part from exercising any other statutory rights or obligations in respect to the development of land within Hilton.
- 2) Monitor the performance of this MOU in meeting their respective objectives, and will regularly meet to discuss progress and issues in its implementation.
- 3) Reserve the right to withdraw from this MOU at any time.



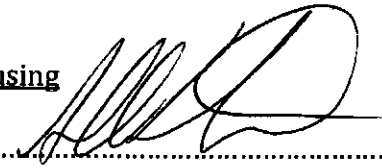
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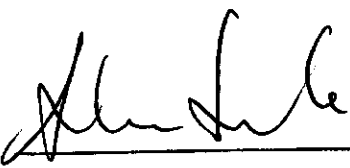
I agree on behalf of my organisation to the conditions outlined in this Memorandum of Understanding.

City of Fremantle

Signed: 
 Name: GRAEME MCKENZIE
 Position: CHIEF EXECUTIVE OFFICER
 Date: 25th MARCH 2011

Department of Housing

Signed: 
 Name: Stewart Kestel
 Position: Acting cm-cso
 Date: 5th MAY 2011


 GRAHAME SEARLE
 DIRECTOR GENERAL
 3/5/11