

HERITAGE AND ARTS COMMITTEE AGENDA

FRIDAY 2 DECEMBER 2011

AT 9.30AM

IN COMMITTEE ROOM 1, SECOND FLOOR, CIVIC OFFICES, 53 HEREFORD STREET

Committee: Councillor Helen Broughton (Chairperson),
Councillors Sally Buck, Barry Corbett, Yani Johanson, Glenn Livingstone.

**General Manager
Strategy and Planning**
Michael Theelen
Tel: 941-8281

**General Manager
Community Services**
Michael Aitken
Tel: 941-8607

Committee Adviser
Warren Brixton
Tel: 941-8439

- PART A - MATTERS REQUIRING A COUNCIL DECISION**
- PART B - REPORTS FOR INFORMATION**
- PART C - DELEGATED DECISIONS**

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- PART B 2. DEPUTATIONS BY APPOINTMENT**
- PART B 3. BRIEFINGS**
- PART B 4. UPDATE - HERITAGE INCENTIVE GRANTS**
- PART A 5. CONSERVATION COVENANT CONSENT FOR EARTHQUAKE REPAIRS TO THE HERITAGE HOTEL AT 28 CATHEDRAL SQUARE**

HERITAGE AND ARTS COMMITTEE 2. 12. 2011

1. **APOLOGIES**
2. **DEPUTATIONS BY APPOINTMENT**
3. **BRIEFINGS**
 - 3.1 Arts Update – Michael Aitken
 - 3.2 Heitage Recovery Plan – Philip Barrett

HERITAGE AND ARTS COMMITTEE 2. 12. 2011

4. UPDATE - HERITAGE INCENTIVE GRANTS

General Manager responsible:	General Manager Strategy and Planning
Officer responsible:	Programme Manager District Planning
Author:	Philip Barrett Team Leader Heritage Response Team

PURPOSE OF REPORT

1. The purpose of this report is primarily to provide an update of the Heritage Incentive Grants (HIG) funding but also includes a summary of the Canterbury Earthquake Heritage Building Fund Trust grant commitment.

EXECUTIVE SUMMARY

2. The Christchurch City Council established the Heritage Incentive Grant Fund to provide financial assistance to owners of heritage items scheduled in the City Plan. Any person who is the owner of scheduled heritage building, place or object within the administrative area of the Christchurch City Council may apply for a heritage grant subject to the operational guidelines. Each grant shall equate to a maximum 50 percent of the value of the conservation and maintenance work required as detailed in the grant application.
3. Following the 4 September 2010 earthquake the Council resolved on 11 November 2010 to commit \$381,842 from the current 2010-2011 Heritage Incentive Grants Fund to the Canterbury Earthquake Heritage Building Fund Trust (CEHBF), with a further commitment of 50 percent of next year's funding.
4. The table below shows the annual budget for 2011/12 was **\$763,684**. Given the commitments itemised including the withdrawal of funding to be included back into the HIG fund, the total funds available is **\$649,189**.

	2011/12	\$000
Annual Budget		\$763,684
Commitment from previous year to the Canterbury Earthquake Heritage Building Trust Fund (50% of total fund)		-\$381,842
Commitment from previous year (St Paul's Presbyterian Church –this figure may change)		-\$141,920
Total Grant funds committed year to date		-\$523,762
Sub Balance of 11/12 funds		\$239,922
Fund approval 3 Church Street		-\$7,384
Withdrawn funding		+\$416,610
Total Remaining Funds Available 2011/12		\$649,148

5. St Pauls Trinity Church has now been demolished and negotiations are underway with the church about how much of the approved works were completed prior to the earthquakes and subsequent demolition. A number of letters have been sent out by Council to owners of buildings which had HIG grants approved in previous years but where the buildings have been demolished due to the earthquake prior to the works being undertaken or completed. The letters inform the owners that the grant related to their heritage building is withdrawn. These are listed below and the total funds in these previously approved grants is **\$416,610**. Some of this total may be claimed by applicants if work was partially completed prior to demolition. This situation applies only to 198 Hereford Street and 39 Kahu Road.

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Properties with Approved Grants in 2010/11 now Withdrawn

69 Manchester Street	\$7,200.00
133 Manchester Street	\$25,886.00
135-139 Manchester Street	\$107,406.00
146 Kilmore Street, Repertory Theatre	\$110,449.00 and \$103,527.00
39 Kahu Road	\$30,699.00
198 Hereford Street	\$11,205.00
18 Winchester Street, Lyttelton, St Josephs Catholic Church	\$20,238.00
Total	\$416,610

6. A number of expressions of interest have been received for new HIG's although none have been formally submitted as yet. These include the Woods Mill building at 14 Wise Street, Addington; the Alice In Videoland Building (former High Street Post Office) at the corner of High and Tuam Street and the former DIC building 154 Cashel Street. A number of residential building owners have also sought information as a result of the Heritage Response Team contacting owners and include: Chippenham Lodge, 51 Browns Road and 66 & 72 Chancellor Street.
7. New Regent Street building owners have a number of approved grant applications and it is hoped that all of this work will be carried out in the near future. Naylor Love are now project managing the recovery of all of the buildings in New Regent Street except for those five owned by Helen Thacker.

Canterbury Earthquake Heritage Building Fund (CEHBF)

8. The purpose of the Fund is to provide assistance to owners of heritage and character buildings to repair damage caused by the Canterbury earthquake of 4 September 2010, 22 February and associated aftershocks. The funds available to distribute will consist of contributions from territorial authorities and the New Zealand Historic Places Trust (NZHPT), donations and matching funds (dollar for dollar) from the government of up to \$5 million.
9. The Trusts Fund account as at 21 October 2011 is \$2,043,228.31. Funding commitments made to date include:

Building	Listing	\$ Amount Committed
Masonic Lodge, 6 St Davids St, Lyttelton	Group 2/CAT II	300,000.00
New City Hotel,	CAT II	142,132.00
The Press Building	Group 1/ CAT I	5,000.00
McKenzie & Willis	Group 2/CAT II	1,000,000.00
Victoria Black	Group 4	196,019.00

There is an expectation that the McKenzie Willis funding commitment will be provided from a specific yet unpaid pledge, not from the October balance. Current unpaid pledges plus Government dollar for dollar matching amounts to a potential \$2,382,000.00.

10. The Trust can expect several new applications including: Woods Mill, 14 Wise Street (Group 2); Ironside House, 381 Montreal St (Group 4); and Albion Suites, 132 Lichfield St (not listed).

FINANCIAL IMPLICATIONS

11. There are no direct financial considerations to the Long Term Plan.

Do the Recommendations of this Report Align with 2009-19 LTCCP budgets?

12. Not applicable.

4 Cont'd

LEGAL CONSIDERATIONS

Have you considered the legal implications of the issue under consideration?

13. No legal issues.

ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS

14. Level of Service, Activity 1.4 Heritage Protection.

Do the recommendations of this report support a level of service or project in the 2009-19 LTCCP?

15. Not applicable.

ALIGNMENT WITH STRATEGIES

16. Not applicable.

Do the recommendations align with the Council's strategies?

17. Not applicable.

CONSULTATION FULFILMENT

18. Not applicable.

STAFF RECOMMENDATION

That the report on the Heritage Incentive Grants update be received.

HERITAGE AND ARTS COMMITTEE 2. 12. 2011

5. CONSERVATION COVENANT CONSENT FOR EARTHQUAKE REPAIRS TO THE HERITAGE HOTEL AT 28 CATHEDRAL SQUARE

General Manager responsible:	General Manager Strategy and Planning
Officer responsible:	Programme Manager District Planning
Author:	Odette White, Heritage Response Team Planner

PURPOSE OF REPORT

1. Clause 4.2 of the Conservation Covenant on this property requires that the owner obtains prior written consent of the Council (in addition to any resource consent required under the Christchurch City Plan) for any modification or alteration of the building. The purpose of this report is to seek Heritage Conservation Covenant Consent from the Council to carry out earthquake repairs on the former Government Buildings (now Heritage Hotel) at 28 Cathedral Square, as per the application in **Attachment 1**. A copy of the Full Conservation Covenant can be seen in **Attachment 2**.



HERITAGE AND ARTS COMMITTEE 2. 12. 2011

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EXECUTIVE SUMMARY

2. The former Government Buildings have a Group 1 heritage listing in the Christchurch City Plan, a Category I registration with the NZ Historic Places Trust (NZHPT) and the property is subject to a Full Conservation Covenant. A Resource Consent and Building Consent for repair works are currently being processed and nearing completion.
3. The building suffered minor damage in the 2010 / 2011 earthquakes and this application is for works to reinstate the building to its pre-earthquake condition, including plaster/cornice/door repairs as well as repainting as necessary. Approximately 10 internal doors need to be repaired/replaced. There will be some exterior stone work repairs undertaken by Goldfield Stone. Additionally there will be some structural remediation as outlined in the Holmes engineering assessment and some fire upgrading work including new fire rated doors and linings. Some minor accessibility items are also addressed.
4. The Heritage Hotel seeks to complete this work urgently so that it can be ready to open once the red zone cordon is removed. The Hotel will be one of the few heritage buildings remaining in Cathedral Square.
5. Heritage and engineering advice sought during processing of the resource consent (as per **Attachment 3** and **Attachment 4**) is supportive of the proposal, recommending a range of conditions to ensure that heritage fabric is repaired appropriately and the building's heritage value is retained. As such, the recommendation to the Hearings Panel is that Resource Consent be approved.

FINANCIAL IMPLICATIONS

6. There are no direct financial considerations.

Do the Recommendations of this Report Align with 2009-19 LTCCP budgets?

7. Covered by existing unit budgets.

LEGAL CONSIDERATIONS

Have you considered the legal implications of the issue under consideration?

8. Not applicable.

ALIGNMENT WITH LTCCP AND ACTIVITY MANAGEMENT PLANS

9. Level of Service, Activity 1.4 Heritage Protection.

Do the recommendations of this report support a level of service or project in the 2009-19 LTCCP?

10. Yes, the Council is trying to work with landowners to conserve heritage buildings, and to promote development [in this case repair] that is sensitive to the character and heritage of the city.

ALIGNMENT WITH STRATEGIES

11. Not applicable.

Do the recommendations align with the Council's strategies?

12. Not applicable.


CONSULTATION FULFILMENT

13. Not applicable.

5 Cont'd

STAFF RECOMMENDATION

It is recommended that the Council grant Heritage Conservation Covenant Consent to the proposed earthquake repairs of the Heritage Hotel. Refer to scope of works in the Application for Heritage Conservation Covenant Consent.

 <p>CHRISTCHURCH CITY COUNCIL - ENVIRONMENT</p>	<p>Christchurch City Council Application for Heritage Conservation Covenant Consent</p>	<p>Covenant Consent No.</p>
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This form is to be used for an application for Consent under the Conservation Covenant, together with plans and other supporting information.

I/We Paul Gavin Wilkins, of Phoenix Architects Ltd.
(full name of applicant)

apply for a Heritage Conservation Covenant Consent for the activity described over the page.

The names and addresses of any owner and occupier (other than the applicant) of the land to which the application relates are as follows:

The Heritage Hotel Christchurch Ltd, Po Box 177, Christchurch 8140

The property in respect to which this application is made is situated at:

25 Cathedral Square, Christchurch (OG building)
(street address and/or legal description of application site)

In addition to this Conservation Covenant Consent are you required to apply for any other resource or building consents for this project, either from the Christchurch City Council or Environment Canterbury?

Heritage Resource Consent, No. 92018891, Applied for

Please note that no construction or demolition works may be undertaken without all necessary consents under the Covenant or other relevant legislation.

Have you applied for a Project Information Memorandum (PIM)? If so, what is the project number?

10112239

Postal address of applicant:

Phoenix Architects
Po Box 33023
CHRISTCHURCH

Telephone: 339 0235

Facsimile: 339 0245

E-mail: paul@pxa.co.nz

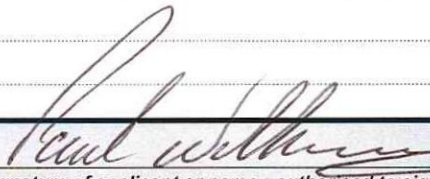
Representative and address for service (if different):

.....
.....
.....

Telephone:

Facsimile:

E-mail:

 Signature of applicant or person authorised to sign on behalf of applicant	<u>17 October 2011</u> Date
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NOTE: The Applicant is responsible to the Council for all costs associated with this application.

For Office Use Only:
 Received in the Planning Office on:
 Referred to Covenant Subcommittee on:

Describe what is proposed to be carried out on the site, including all alternatives which have been considered:

The work is the remediation of the existing building elements following the Canterbury Earthquakes of 2010 and 2011. This includes work to elements included in the Third Schedule of the Memorandum of Encumbrance, of the Heritage Covenant.

This includes plaster/cornice/door repairs as necessary to return the building elements to the condition they were before the September 4 2010 event.

Exterior remediation work is being undertaken by Goldfield Stone as per their procedure document appended.

The work involves some structural remediation as outlined in the Holmes structural specification and some fire upgrade work as per the Holmes Fire Strategy document.

Some minor accessibility items are addressed with additional handrails being provided. All this work is included in the Resource Consent currently applied for.

Provide an assessment of effects on the heritage value of the covenanted property with respect to the Conservation Plan for the property or the conservation conditions of the Conservation Covenant. **This Section MUST be completed**

All remediation and minor new work as above will be undertaken to return the Heritage elements of the Third Schedule to its condition prior to the earthquakes.

The general damage to the building is relatively minor with the major elements being 'damage' to Brick Arches and plastered brick walls these will be made good to the original condition.

As such there is no detrimental affect on the Heritage Elements covered by the Third Schedule of the Covenant.

The Heritage Hotel wishes for this work to be completed urgently so that it can open once the red zone cordon is removed from its environs.

Assessment of effects on the environment (contd.) (use additional pages if necessary)

Existing elements of the Third Schedule undamaged as a result of the earthquakes will be protected as necessary, for the duration of the project.

In conclusion the heritage value of this building will be enhanced as a result of this remediation project. It has been assessed by the Engineers as currently achieving 67% of earthquake code, after the earthquakes based upon their inspections to date.

NOTES FOR THE APPLICANT

1. Applicants are advised to obtain Consent under the Heritage Conservation Covenant in the first instance before any other statutory or regulatory consents are progressed.
2. Consent under the heritage conservation covenant to which the Christchurch City Council is a party, is at the full discretion of the Council. Consent under the covenant is not subject to the RMA, the Christchurch City Plan or any statutory, regulatory, bylaw or public consultative process, other than the provisions of S77 of the Reserves Act 1977 and the Conservation Covenant
3. All applicants are asked to check the accuracy and completeness of the information supplied. Inaccuracies in information supplied can cause difficulties at a later date, such as additional costs, delays and legal proceedings initiated by the Council and/or by other persons.
4. If a Conservation Covenant consents is granted, the applicant has a legal obligation to comply with any conditions of the consent.
5. Dependent on the nature of the proposal other consents/licences may also be requested under such legislation as the Health Act 1956 and the Sale of Liquor Act 1989.
6. This application for Covenant Consent is in addition to any resource consent required under the Resource Management Act 1991 and to any building consent application required under the Building Act 1991.
7. When this application is lodged with the Christchurch City Council, it becomes public information and is available for public inspection. If there is commercially sensitive information in the proposal, please let us know.
8. If your application is incomplete, or if additional information is required, you will be advised and processing of the application will be suspended until the information is received. To avoid delay and cost it is in your best interests to submit a complete application.

9.

PRIVACY ACT 1993

The personal information requested on this form is being collected by the Strategic Development Group of the Christchurch City Council so that we can process the Conservation Covenant Consent application referred to. This information is required for the administration of the application.

This information will be held by the Council. You may ask to check and correct any of this personal information if you wish. The personal information collected will not be shared with any Units of the Council not involved in processing the application. However under the Official Information and Meetings Act 1987 this information may be made available on request to parties within and outside the Council.

COV 7476777.8 Coven

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Unit 10, 50.

**FULL CONSERVATION COVENANT
PURSUANT TO SECTION 77 RESERVES ACT 1977**

**TASMAN PROPERTY GROUP LIMITED
THE OWNER**

**CHRISTCHURCH CITY COUNCIL
THE COUNCIL**



CHRISTCHURCH

CITY COUNCIL · YOUR PEOPLE · YOUR CITY

AGREEMENT dated this 4th day of May ~~2006~~ 2007 *JL*

BETWEEN CHRISTCHURCH CITY COUNCIL (the "Council")

AND TASMAN PROPERTY GROUP LIMITED ("the Owner")

THE PARTIES AGREE AS FOLLOWS:

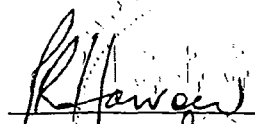
1. BACKGROUND

- 1.1 The Owner is the registered proprietor of the land described in the First schedule ("the Property").
- 1.2 As a result of the circumstances shown in the Second schedule, it has been agreed:
 - (a) that the Owner will enter into the covenants in the Council's favour as set out in the Third schedule;
 - (b) that the Owner will be bound by the general terms and acknowledgements as set out in the Fourth schedule;
 - (c) that, notwithstanding anything else, the items or structures listed or recorded (if any) in the Fifth schedule shall not be subject to the terms of this Covenant.


2. NOW THIS DEED WITNESSES that

- 2.1 The Owner covenants with the Council as set out in the Third schedule and Fourth schedule.
- 2.2 Notwithstanding anything else, the parties agree that the items or structures listed or recorded (if any) in the Fifth schedule shall not be subject to the terms of this Covenant.

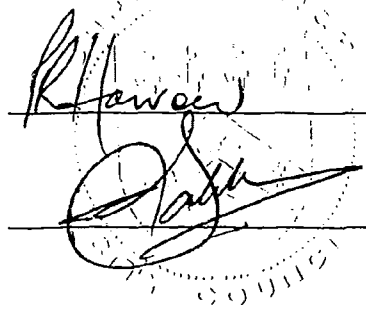
THE COMMON SEAL of the)
CHRISTCHURCH CITY COUNCIL)
was hereto affixed in the presence of:)



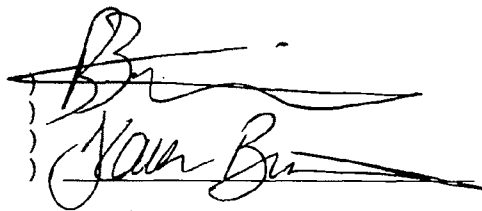
Mayor/Councillor



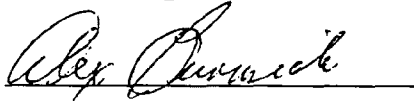
Authorised Officer



SIGNED by the said
TASMAN PROPERTY GROUP
LIMITED
in the presence of:



Signature of Witness:



Full Name of Witness:

ALEXANDER BURNSIDE

Occupation of Witness:

Director A+S.C. BURNSIDE PTY LTD.

Address of Witness:

21 RAMPTONS RD ELTHAM VIC AUSTRALIA 3095

FIRST SCHEDULE

The Property

1. A stratum estate in freehold in the property known as The Old Government Building ("the Building") located on the corner of Cathedral Square and Worcester Street, Christchurch and comprised in Certificates of Title CB42B/1182, CB42B/1222 (Canterbury Registry) ("the Property").

SECOND SCHEDULE

Circumstances

1. Section 77 of the Reserves Act 1977 provides that the Council may enter into a covenant with the owner of any property to provide for its management so as to preserve the heritage value of that property.
2. The Building and the Property are listed in Group 1 of the list of protected buildings places and objects in the Christchurch City Plan. The Building and the Property also have a Category 1 registration under the New Zealand Historic Places Act 1993 (In this covenant references to the "Christchurch City Plan" means the proposed plan notified in 1995 (as amended after that date) and any plan under the Resource Management Act 1991 for Christchurch City which supersedes the plan notified in 1995).
3. In consideration of the payment of a heritage grant of \$163,000 exclusive of GST ("the Grant") by the Council to Body Corporate 73470 (Canterbury Registry) ("the Body Corporate") of which the Owner is a member, the Owner has agreed to enter into this Covenant.

THIRD SCHEDULE

Covenants

AGREED SCOPE OF CONSERVATION AND MAINTENANCE WORKS

1. The Owner and the Council have agreed upon a conservation plan for the Property and the Building ("the Conservation Plan").
2. In addition to the works provided for in the Conservation Plan the Owner and the Council have agreed to the conservation and maintenance works to be undertaken by the Owner in respect of the Property and the Building as specified in the Sixth schedule hereto ("the Agreed Scope of Conservation and Maintenance Works").

RESTORATION, MAINTENANCE AND CONSERVATION

3. The Owner covenants with the Council:
 - 3.1 to, subject to clause 4 hereof, restore, maintain, not demolish and conserve the Property in accordance with the Conservation Plan agreed pursuant to clause 1 of the Third schedule;
 - 3A The Owner acknowledges that the Body Corporate has covenanted with the Council under a separate covenant:
 - 3A.1 to within five years undertake the conservation and maintenance works specified in the Agreed Scope of Conservation and Maintenance Works specified in the Conservation Covenant entered into between the Council and the Body Corporate relating to the Building and the Property;
 - 3A.2 to within five years of the date of this Covenant expend not less than the sum of the Grant in and towards the restoration maintenance or conservation of the Building and will use the Grant solely for these purposes. The Body Corporate shall provide the Council with written evidence of such expenditure upon demand;
 - 3A.3 that the Body Corporate shall be entitled to draw against the Grant to meet the obligations with respect to the costs associated with the works referred to in clause 3.3 of the separate covenant on:
 - (a) approval of an invoice for the same by the Council, such approval to be not unreasonably withheld; and
 - (b) the inspection and approval of the Works to which the above invoice relates on behalf of the Council; and
 - (c) registration of this Covenant against the title of the Property and all the titles to units within the Building;

3A.4 if the Body Corporate is in breach of its obligations under clause 3.3 of the separate covenant, the Council may by written notice suspend all future payments of the Grant unpaid under this Covenant until evidence of such expenditure has been provided to the satisfaction of the Council.

3A.5 The Owner as a member of the Body Corporate confirms the obligations of the Body Corporate set out above. The Owner will permit the Body Corporate to comply with those obligations in respect to the Building and will not take any steps as a member of the Body Corporate to vote or otherwise act in a manner inconsistent with those obligations nor take any steps as the Owner of the Property or otherwise act in a manner inconsistent with those obligations or permit anything to occur which is inconsistent with or contrary to those obligations.

3A.6 The Owner confirms and undertakes to comply with and permit the Body Corporate to comply with all of the obligations of the Body Corporate relating to the Common Property (as that term is defined in the Conservation Covenant entered into by the Body Corporate with the Council) and the Building to the full extent within the Owner's power and control.

ALTERNATIVE PROVISIONS WHERE CONSERVATION PLAN DOES NOT APPLY

4. The parties agree that:

4.1 in the event that:

- (a) the terms of the Conservation Plan are silent on the point then in issue; or
- (b) the parties are unable to agree upon the interpretation of the Conservation Plan and that disagreement has not been able to be resolved by mediation as provided in clauses 19 to 22 (inclusive) of the Fourth schedule to this Deed (inclusive);

then, the provisions of this clause 4 of this Third schedule shall apply in lieu of clause 3 of this Third schedule.

4.2 in the event that this clause 4 shall apply:

- (a) subject to clause 3.4(b), the Owner covenants to maintain and conserve the Property and without limiting the generality of the foregoing the Owner will not damage, demolish, alter, remove or add to, or permit to be damaged, altered demolished, removed or added to, in whole or in part any buildings or any setting of any buildings on the Property;
- (b) the Owner agrees that:
 - (i) any proposed demolition, modification, alteration of or addition to the exterior or interior of the buildings on the Property; or
 - (ii) any proposed construction of additional buildings on the Propertywill require the prior written consent of the Council (in addition to any resource consent required under the Christchurch City Plan and/or any Building consent required under the Building Act 2004). The Council shall have full discretion whether to grant that consent and may impose such reasonable conditions to its consent as the Council thinks fit.
- (c) when exercising its discretion under clause 4.2 the Council may have regard to, without limitation, all or any of the following matters:
 - (i) the extent to which the proposed works could potentially compromise heritage values (as those words are understood by reference to the relevant policies and rules contained in the Christchurch City Plan);
 - (ii) the degree of the proposed loss of Heritage Fabric, including the incremental affect of any previously approved works. For these purposes "Heritage Fabric" shall have the same meaning given to those words by the Christchurch City Plan;

- (iii) the likely impact of any proposed changes to the setting of the buildings on the Property on the heritage values of the Property;
- (iv) the ability of the proposed works to be reversed at a subsequent date;
- (v) the likely effect of the proposed works on visual appearance;
- (vi) the necessity or otherwise of the proposed works as a means of ensuring that the Property may continue to have an economic use;
- (vii) the extent to which the proposed works are deemed necessary to assist in the long term conservation of the Property;
- (viii) the likely effect of the proposed works on structural integrity and earthquake resistance, including the incremental effect of any previously approved works;
- (ix) any other matter that may appear relevant to the Council in the circumstances.

4.3 The Owner acknowledges that, for the purposes of clauses 4.1 and 4.2 above that:

- (a) "buildings" means not only the physical structure but also extends to include those fixtures, fittings, light fittings and electrical switches and sockets which form part of the Heritage Fabric and are identified in the Conservation Plan. Any chattels, plant, fixtures, fittings and equipment owned by any tenants of the Property are excluded from the definition of "buildings" for the purposes of clauses 4.2(b) and 4.2(c).

FOURTH SCHEDULE
General Terms and Acknowledgements

OWNER'S USE OF THE PROPERTY

1. The Council agrees that, subject to the covenants in the Third schedule, the Owner may use the Property for any purpose which:
 - 1.1 is a compatible use not resulting in any change to the heritage values of the Property, or involves changes which are substantially reversible or changes which will have only a minimum impact on those values; and
 - 1.2 complies with the relevant provisions of the Resource Management Act 1991, the Building Act 2004 and any other relevant legislation.
2. The Owner acknowledges that, because the Property is listed in Group 1 of the Christchurch City Plan and the Property also has a Category 1 registration under the New Zealand Historic Places Act 1991, the Property may be an archaeological site in terms of section 2 of the Historic Places Act 1993 and the Owner will comply with the provisions of that Act.

MAINTENANCE

3. The Owner will at its own expense maintain the Property in good and substantial repair and condition, having regard to its heritage values. The Owner further agrees that all maintenance and conservation work undertaken on Heritage Fabric will be executed in a manner consistent with the provisions of the Charter, the Christchurch City Plan and the Agreed Scope of Conservation and Maintenance Works or the Conservation Plan agreed to pursuant to the Third schedule. All maintenance and conservation work undertaken by the Owner in respect of the Property will be subject to an application for a resource consent where any such maintenance and/or conservation work is deemed to fall within the definition of "alteration" contained within the Christchurch City Plan.

INSURANCE

4. The Body Corporate has agreed to maintain a comprehensive policy of insurance on the Property to its full replacement value, including demolition fees and architects fees. The Owner shall not do or allow anything to be done which would prejudice that insurance policy or cause it to lapse. If the Body Corporate is unable to arrange insurance to full replacement value because of the age or state of the property the Owner will not be in breach of its obligations under this clause while maintaining a comprehensive insurance policy on a full indemnity basis.

DAMAGE TO OR DESTRUCTION OF PROPERTY

5. In the event the Property or any part thereof is damaged or destroyed from any cause whatsoever, the Owner agrees to notify the Council immediately.
6. Should the Council in its own discretion determine that the Property has been completely destroyed or damaged, then the obligations of the Owner and the Council under this Covenant in respect of that part of the Property so damaged or destroyed shall immediately cease. Any termination pursuant to this clause shall be without prejudice to the rights of either party against the other.
7. Should the Council in its own discretion determine that the Property has been partially destroyed or damaged but the heritage values of the Property have not been lost, or the Heritage Fabric has been damaged and it is practicable or desirable to repair, restore or reinstate the Heritage Fabric, and:
 - 7.1 the Body Corporate's or the Owner's policy or policies of insurance shall not have been invalidated or payment of the policy moneys refused in consequences of some act or default of the Owner; and
 - 7.2 all the necessary permits and consents (including any resource consent required under the Christchurch City Plan and/or building consent required under the Building Act 2004) shall be obtainable;

THEN the Owner shall with all reasonable speed expend any insurance moneys received by the Owner in respect of such damage towards repairing such damage or reinstating the Property but the Owner shall not be liable to expend any sum of money greater than the amount of the insurance money received. Any repair or reinstatement shall be subject to the provisions of clause 4.2 of the Third schedule to this Deed.
8. If any necessary permit or consent referred to in clause 7.2 of this Schedule shall not be obtainable, or the insurance monies received by the Owner shall be inadequate for the repair or reinstatement (other than by reason of a failure on the part of the Owner to insure the Property as provided for in clause 4 of this Schedule) then the obligations of the Owner and Council under this Covenant in respect of that part of the Property so affected shall cease but without prejudice to the rights of either party against each other.

SUBDIVISION

9. The Owner will not undertake any subdivision, within the meaning of Section 218 of the Resource Management Act 1991, of the Property without the prior written consent of the Council (in addition to any subdivision consent required under that Act) notwithstanding such subdivision may fully comply with the relevant provisions of the Christchurch City Plan. The Council shall have full discretion whether to grant the consent and may impose such reasonable conditions to its consent as the Council thinks fit. When exercising its discretion the Council may have regard to, without limitation, all or any of the following matters:

- 9.1 the probable effect of the subdivision proposal, and associated works, on heritage values;
- 9.2 the desirability or otherwise of the subdivision proposal as a means of assisting in the long term conservation of any part of the Property;
- 9.3 the necessity or otherwise of the proposed subdivision as a means of ensuring that the Property may continue to have an economic use; and
- 9.4 any other matter which may appear relevant to the Council in the circumstances.

COUNCIL INSPECTIONS

10. The Owner will allow the Council access to inspect the Property at all reasonable times and upon reasonable notice for the purpose of ensuring compliance with the provisions of this Covenant. In exercising its rights of inspection the Council will cause as little inconvenience as possible to any occupant or tenant of the Property.

PUBLIC ACCESS

11. The Owner will, subject to the conditions of any resource consent granted under the Resource Management Act 1991 for that purpose, permit the public to have access to the public parts of the Property for the purpose of inspecting and viewing the interior of the Property at such times as may be agreed between the Council and the Owner from time to time. For the avoidance of doubt nothing in this Covenant shall be construed as requiring the Owner to permit the public to have access free of charge.

COSTS

12. The parties agree that:
 - 12.1 the costs of preparation and registration of this Covenant shall be borne by the Council, but in all other respects each party shall bear their own costs in relation to the negotiation and execution of this Covenant;
 - 12.2 the costs of preparing the conservation plan referred to in clause 1 of the Third schedule shall be borne by the Council.

MISCELLANEOUS

13. The Owner acknowledges that, upon registration, this Covenant shall be binding upon successors in title (Section 77(4) of the Reserves Act 1977).
14. Where there is more than one Owner, this Covenant will bind each owner jointly and severally.
15. Where the Owner is a company this Covenant will bind a receiver, liquidator, statutory manager or statutory receiver and, where the Owner is a natural person, will bind the Official Assignee, and in either case will bind a mortgagee in possession.

16. The reference to any Act or charter in this Covenant extends to include any amendment to or re-enactment of that Act or revision of that charter.
17. In any case where Council is required to give a consent under this Covenant, such consent shall not be binding unless given in writing and signed by two members of the Heritage Subcommittee with the delegated authority of the Council, or by some other person with written delegated authority to bind the Council in that regard.

NOTICES

18. Any notice under this Covenant may be given as provided in the Property Law Act 1952 and in any event shall be deemed sufficiently served if:
 - 18.1 it is actually received by the addressee or its authorised representative; or
 - 18.2 sent by post or fax to the addressee's last known service address in New Zealand; or
 - 18.3 in the case of a body corporate sent to its registered office.

Any notice sent by post shall be deemed to have been served on the day following the posting.

DISPUTE RESOLUTION NOTICE

19. In the event of any dispute or difference arising between the parties at any time as to the interpretation of this Covenant, or as to any matter or thing arising out of or in connection with this Covenant, either party may give to the other written notice adequately identifying the subject matter of that dispute or difference. The giving of this notice will be a condition precedent to the commencement by either party of proceedings (whether by way of mediation, arbitration or litigation) in respect of any dispute or difference. This clause does not, however, limit the right of either party to seek urgent interlocutory relief by way of Court proceedings.

MEDIATION

20. Within 14 days from the date of service of the notice referred to in clause 19 of the Fourth schedule either party may give written notice to the other party that it requires the dispute or difference to be referred to mediation. Upon receipt by the other party of that notice the dispute or difference (unless meanwhile settled) will then be referred to mediation pursuant to clause 21 of the Fourth schedule.
21. Within 7 days of service of the notice referred to in clause 19 of the Fourth schedule the parties will agree upon the Mediator to be appointed. If the parties are unable to agree, either party may request the President of the Canterbury District Law Society to appoint a Mediator:
 - 21.1 the dispute or difference will be the subject of mediation for a period of 28 days (or such longer period as agreed by the parties) from the date upon which the Mediator accepts appointment;

- 21.2 neither party will be entitled to commence or maintain any action in respect of the dispute without the consent of the Mediator during that period;
- 21.3 each of the parties will promptly carry out such reasonable steps as may be requested by the Mediator;
- 21.4 the parties acknowledge that the purpose of any exchange of information or documents or the making of any offer during mediation is to be taken only as an attempt to settle the dispute. No party may use any information or documents obtained during mediation for any purpose other than in an attempt to settle a dispute;
- 21.5 after the expiration of the time established by or agreed under clause 21.1 of the Fourth schedule, any party which has complied with the provisions of clauses 19 to 22 (inclusive) of the Fourth schedule may in writing terminate the mediation and refer the dispute to arbitration or commence Court proceedings;
- 21.6 each party shall bear their own costs in relation to any mediation. The costs of the Mediator shall be borne by the parties in equal shares.

ARBITRATION

22. A dispute referred to arbitration shall be referred to the arbitration of a single arbitrator if the parties can agree, or if they cannot agree within 14 days to a single arbitrator appointed by the President for the time being of the Canterbury District Law Society at the request of either party, and shall be conducted in accordance with the provisions of the Arbitration Act 1996.

THE COUNCIL ACTING AS TERRITORIAL AUTHORITY

23. The Owner acknowledges that:
 - 23.1 the Council, in its capacity as a territorial authority, is required to carry out its statutory consent functions under the Resource Management Act 1991 and the Building Act 2004 in accordance with the provisions of those statutes;
 - 23.2 the granting by the Council of any consent or approval by the Council as territorial authority under either of those Acts shall not of itself be deemed to be a consent or approval by the Council (in its capacity as grantee) under this Covenant;
 - 23.3 the Council is bound by statutory obligations to exercise its powers, including discretionary powers and duties under either of those Acts without regard to any relationship it may have with the Owner under this Covenant.

INDEMNITY

24. The Owner shall pay the Council's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of the Council's rights, remedies and powers in this Covenant and shall in addition to the Owner's obligations,

indemnify the Council against all claims and proceedings arising out of a breach by the Owner of any of its obligations set out in this Covenant.

FIFTH SCHEDULE
Items or Structures Excluded

The items or structures listed below or shown on the plan attached to this Fifth schedule shall, notwithstanding anything else, not be subject to the terms of this Covenant:

N.A.

SIXTH SCHEDULE
Agreed Scope of Conservation and Maintenance Works

Stonework restoration to the Northern and Western facades of the Property as per the Stone Condition Report by Goldfield Stone, 2004 available for inspection at the Heritage Unit of the Council.

**CONSENT TO REGISTRATION OF A
CONSERVATION COVENANT
PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977**

The National Bank of New Zealand Limited, mortgagee over the land comprised and described in Certificate of Title CB42B/1222 hereby consents to registration of a Conservation Covenant over the said Certificate of Title in the form attached hereto.

It is certified that on 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and that the mortgage has become the property of ANZ National Bank Limited (as the amalgamated company) under Part X111 of the Companies Act 1993. *14*

Dated:

14 SIGNED by the *The ANZ National Bank*
~~The National Bank of New Zealand Limited~~)
By its Attorney)

KAPUA KATRINA GARDINER)

.....)
(name in full))

Katrina Gardiner
.....)
Signature)

in the presence of:)

Witness:)

Occupation:)

Address:)
.....)
.....)

[Signature]
SARIFA SACHA
BANK OFFICER
AUCKLAND

The ANZ National Bank Limited

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **KAPUA KATRINA GARDINER**, Manager Lending Services of Auckland in New Zealand, certify that:

1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the rights, powers and property covered by the Deed have become the rights, powers and property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. On 18 August 2006 Arawata Investments Limited and Philodendron Investments Limited (**Amalgamating Companies**) among other companies, amalgamated with ANZ National Bank Limited to become ANZ National Bank Limited. Accordingly, on that date ANZ National Bank Limited (as the amalgamated company) succeeded to all the property, rights, powers, privileges, liabilities and obligations of each of the Amalgamating Companies under Part XIII of the Companies Act 1993.
4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
3rd day of May 2007)


KAPUA KATRINA GARDINER


**CONSENT TO REGISTRATION OF A
CONSERVATION COVENANT
PURSUANT TO SECTION 77 OF THE RESERVES ACT 1977**

ANZ National Bank Limited, mortgagee over the land comprised and described in Certificate of Title CB42B/1182 hereby consents to registration of a Conservation Covenant over the said Certificate of Title in the form attached hereto.


Dated:

SIGNED by the
ANZ National Bank Limited)
By its Attorney)
)

.....)
Chandra Rekha Prasad)
(name in full))
.....)
in the presence of:)

Witness:


Occupation:
Address: **SARIFA SACHA**
BANK OFFICER
AUCKLAND
.....

.....

Signature

ANZ NATIONAL BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Chandra Rekha Prasad, Manager Lending Services of Auckland in New Zealand, certify that:

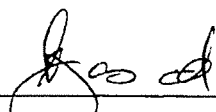
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

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4. At the date of this certificate, I am a Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
5. At the date of this certificate, I have not received any notice of the revocation of that appointment by the winding-up or dissolution of the ANZ National Bank Limited or otherwise.

SIGNED by the abovenamed)
Attorney at Auckland on this)
11th day of December 2006)



Chandra Rekha Prasad

CONSENT OF ENCUMBRANCEE

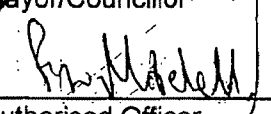
Christchurch City Council, as Encumbrancee under Encumbrance A237588.5 (Canterbury Land Registry) without prejudice to its rights as Encumbrancee consents to the registration of the within Covenant on Certificate of Titles CB42B/1182 and CB42B/1222.

Dated this *4th* day of *MAY* 2007

THE COMMON SEAL of the)
CHRISTCHURCH CITY COUNCIL)
was hereto affixed in the presence of:)



Mayor/Councillor



Authorized Officer



**COMPUTER UNIT TITLE REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

R. W. Muir
Registrar-General
of Land

Identifier CB42B/1182
Land Registration District Canterbury
Date Issued 04 November 1996

Prior References
CB42A/417

Supplementary Record Sheet
CB37D/120

Estate Stratum in Freehold
Legal Description Unit 10 Deposited Plan 73470 and 1/54
share in Unit 61 Deposited Plan 73470

Proprietors
Tasman Property Group Limited

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet

A237588.5 Memorandum of Encumbrance for the benefit of The Christchurch City Council - 16.5.1996 at 11.50 am
A267085.71 Lease of an undivided 1/54th share in Unit 61 DP 73470 to The Heritage Hotel Christchurch Limited Term 10 years commencing on 1.11.1996 - 4.11.1996 at 3.09 pm (Right of Renewal)
A284348.3 Lease of Unit 10 DP 73470 - 26.2.1997 at 11.40 am
6691690.2 Mortgage to ANZ National Bank Limited - 15.12.2005 at 9:00 am



**COMPUTER UNIT TITLE REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy


R.W. Muir
Registrar-General
of Land

Identifier CB42B/1222
Land Registration District Canterbury
Date Issued 04 November 1996

Prior References
CB42A/417

Supplementary Record Sheet
CB37D/120

Estate Stratum in Freehold
Legal Description Unit 50 Deposited Plan 73470 and 1/54
share in Unit 61 Deposited Plan 73470

Proprietors
Tasman Property Group Limited

The above estates are subject to the reservations, restrictions, encumbrances, liens and interests noted below and on the relevant unit plan and supplementary record sheet

A237588.5 Memorandum of Encumbrance to The Christchurch City Council - 16.5.1996 at 11.50 am
A267085.71 Lease of an undivided 1/54th share in Principal Unit 61 Unit Plan 73470 to The Heritage Hotel Christchurch Limited Term 10 years commencing on 1.11.1996 - 4.11.1996 at 3.09 pm (Right of Renewal)
5678113.5 Mortgage to The National Bank of New Zealand Limited - 1.8.2003 at 9:00 am

Transaction Id
Client Reference 254/25837

Search Copy Dated 3/04/07 10:35 am, Page 1 of 1
Register Only

Memorandum

To: Odette White
From: Joanne Easterbrook, Heritage Conservation Planner
cc: Philip Barrett, Team Leader Heritage Response
Date: 26th October 2011

Application for Land Use Consent Proposed remediation of existing heritage building following earthquakes 28C Cathedral Square, former Government Buildings

RMA92018891

Group 1 in the Christchurch City Plan, registered Category I with NZ Historic Places Trust. NZHPT provided comment on 14 October 2011 and supports in principle this application for repairs. However NZHPT had concerns about the scope of works for repairing the wall linings, internal plaster trim and external plastering and drainlaying. I recommend that this is addressed by a specific condition of consent addressing the scope of works in conjunction with the applicant, CCC Heritage Team and NZHPT including the opportunity for site visits.

Heritage Significance

The former Government Buildings complete in 1913 has social and historical significance because it was purpose built at a centralised location for all government services. By the end of the 20th century the former government buildings were under threat of demolition. In 1991 the Christchurch City Council purchased the buildings and in 1995 was bought by a new owner and was converted to the Heritage Hotel, a new use as residential and serviced apartments that continues to this present day.

The architectural and aesthetic significance relates to the well known architect JC Maddison and the grand classical style in which it was built. The facades of the building are highly ornate and decorative, although much of the detail is replica. As a result of the 22nd February 2011 earthquakes and aftershocks, this will be one of the few heritage buildings remaining in Cathedral Square.

Introduction

This current application is for remediation of the existing building including plaster/cornice/door repairs as well as repainting as necessary. Exterior repair work and interior brick work is being undertaken by Goldfield Stone. The work involves some structural remediation, as per Holmes engineering assessment and some fire upgrading work including new fire rated doors and linings. Additionally some minor accessibility items are addressed.

As stated by Mr Marriott CPEng, the Holmes engineering assessment discusses in detail minor cracking to the internal brick walls, stair landings and walls. It appears however that Holmes have not investigated potential cracking in the substantial concrete shear walls that were installed in the 1995 seismic upgrade of the building shown in appendix C of the HCG report. The report states that these walls will be inspected during the proposed remedial works. Mr Marriott inspected the areas of the shear walls that were able to be viewed through the service ducts and noted minor cracking to the walls. More extensive cracking is evident to the South wall of the main stairwell, which appears from the drawings to be original un-strengthened fabric. Mr Marriott CPEng recommends a specific condition of consent agreeing at an on site meeting, the extent of the opening up of the existing wall linings to expose the concrete shear walls.

Additionally, as requested by Mr Marriott CPEng when the opening up and assessment has been completed, Mr Marriott would like to review the final engineering report and detailed Engineering Evaluation to determine the final structural strength of the building. I recommend that this is included as a specific condition of consent.

The applicant needs to ensure that all matters related to the Building Act 2004 are agreed prior to this resource consent being issued, to ensure no further changes are required they may result in additional resource consent.

Heritage Assessment

Myself, Odette White and Dave Margetts & Calum McLean from NZ Historic Places Trust undertook a site visit on Thursday 22nd September 2011.

The overall damage to the building as a result of the earthquakes and ongoing aftershocks is relatively minor, with the major damage being to brick arches and plastered brick walls. Approximately 10 internal doors need to be repaired/replaced. Details of this are provided in the specification details attached in the application. I request that this work is to be undertaken in a manner to ensure the existing form and design of the original doors are matched as close as practicable and existing materials are to be reused where practicable.

I recommend that approval (with respect to heritage matters only), be given for the proposed permanent repair work at the former Government Building (Heritage Hotel) as submitted in the application dated 3rd October 2011, with the following conditions:

- That a photographic record of the works is undertaken, as per the matters outlined in Vol. 3, Section 10, matter 1.3.5, *Photographic records (Group 1-4 heritage items)* be undertaken prior to commencement of any work, at intervals during the process. This is to be lodged with the Heritage Response Team for their records within three months of the completion of the work;
- All external stonework repairs are to be undertaken by a suitably qualified stonemason (in this case, Goldfield Stone).

- **???** days prior to the works comments, the consent holder is to provide specific details to CCC Heritage Team and NZHPT detailing the scope of works for repairing wall linings, plaster repairs and external plastering.
- **???** days prior to works commencing, the consent holder is to arrange an on site meeting with CCC Heritage Team and NZHPT to agree on the extent of the opening up of the existing wall linings to expose the concrete shear walls.
- CCC Heritage Team would like to review the final engineering report and detailed engineering evaluation (once the opening up of existing walls linings and further engineering assessment is complete) to determine the final structural strength of the building.
- All repair works to internal doors are to be undertaken to ensure the doors are reinstated to the existing design and existing materials as close as practicable.
- That all works should be undertaken to a strict adherence to a Temporary Protection Plan (TPP) to protect the heritage building, and that a copy of the TPP be available on site at all times. I recommend the following in the TPP:
 - Possible damage to heritage fabric from erection and dismantling of scaffolding. All scaffolding shall be erected by a professional scaffolding company and no scaffolding shall be fixed to any heritage fabric;
 - Possible damage to building fabric from falling material, equipment. All contractors shall take care to prevent material or equipment falling.
 - Place plywood protective sheets over specific heritage features that may be vulnerable due repair works, for example windows and mosaic floor tiles.
- The applicant shall not commence work or shall cease work if there are any changes proposed to the submitted and approved plans. Sufficient notice must be given of this to allow any changes to be discussed and agreed upon between the Council and applicant before further work is undertaken.

Advice notices:

- That all work should be undertaken with consideration to principles contained within the ICOMOS New Zealand Charter for the conservation of places of cultural or heritage value;
- This building is subject to a Conservation Covenant with Christchurch City Council. The consent holder is responsible for ensuring that all works are undertaken in accordance with the Conservation Covenant, and for seeking separate approval under the Conservation Covenant if required by the Heritage Response Team, Christchurch City Council, ph 941 8999 or email heritage@ccc.govt.nz.

HERITAGE RESPONSE TEAM - HERITAGE BUILDING ENGINEERING ADVICE

Date 21st October 2011

Address **HERITAGE HOTEL , 98 Worcester Street**

Application for Land Use Consent

Proposed remediation of existing heritage building following earthquakes 28C Cathedral Square, former Government Buildings

RMA92018891

Andrew Marriott BE(Civil) MIPENZ CPEng IntPE, Christchurch City Council Heritage Team Engineer.

This memo is specific engineering advice and review of application documents prepared by Holmes Consulting Group to assist in processing the above application. The specific points I have been asked to address by Heritage and Planning staff are detailed below.

The Heritage Hotel at 98 Worcester Street suffered minor damage in the 4th September 2010, 26th December 2010, 22nd February and June 13th earthquakes and aftershocks. The building has a group 1 heritage listing with Christchurch City Council and Category I with NZ Historic Places Trust.

The building is three storey with a basement. It has a concrete roof, Oamaru stone external walls, stone and brick internal walls and a concrete slab on grade. We have reviewed a report from Debra Gardiner and Bruce Galloway of Holmes Consulting Group, dated 12th August.

The Holmes report discusses in detail minor cracking to the internal brick walls, stair landings and walls. It appears however that they have not investigated potential cracking in the substantial concrete shear walls that were installed in the 1995 seismic upgrade of the building shown in appendix C of the HCG report. The report states that these walls will be inspected during the proposed remedial works. I inspected the areas of the shear walls that were able to be viewed through the service ducts and noted minor cracking to the walls. More extensive cracking is evident to the South wall of the main stairwell, which appears from the drawings to be original un-strengthened fabric.

In general I am satisfied that the proposed works do not have a significant impact on the heritage fabric of the building. A condition around agreeing on site the extent of the opening up of the existing wall linings to expose the concrete shear walls should be included.

Assumptions have been made by the Engineers on the condition of the building in deriving the percentage new building strength that will need to be confirmed on site. When the opening up and assessment has been completed, I would like to review the final report and Detailed Engineering Evaluation.