

CLAUSE 6 OF THE FIRST SCHEDULE, RESOURCE MANAGEMENT ACT 1991
SUBMISSIONS ON THE PROPOSED SELWYN DISTRICT PLAN

TO: Selwyn District Council (**Council**)
Via email: dprsubmissions@selwyn.govt.nz

SUBMITTER: **Ellesmere Motor Racing Club (EMRC)**
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INTRODUCTION

The Ellesmere Motor Racing Club (EMRC) operates the ‘Ellesmere Speedway’ dirt track at 38 Southbridge Dunsandel Road on land leased from the Ellesmere Reserve Board and the Selwyn District Council. The site itself adjoins Southbridge Dunsandel Road as shown on the aerial photograph attached as **Figure 1** below.



Figure 1: Ellesmere Speedway, Southbridge Dunsandel Road in background (Source: <http://www.ellesmerespeedway.co.nz>).

BACKGROUND/HISTORY OF USE

The Ellesmere Motor Racing Club has been operating dirt track racing in the Selwyn District since it was first formed in 1969 by Warwick Taylor and Kevin Burt. Originally called the “Rakaia River Bed Racing Association”, the club used various locations. The Club was then re-named the “Ellesmere Stock Rod and Dirt Bike Association” and sought a permanent location from which to undertake their racing activities.

In 1980 the club was successful in gaining approval from the Ellesmere County Council and Domains Board to build a speedway track on Council Recreation Reserve land west of the existing Ellesmere Golf Club (see **Figure 2**). Copies of the more recent Deed of Licences relating to the EMRC’s use of the site are attached as **Annexure 1** to this submission.

The first stone in this venture was turned by local contractor David Gamble in August 1981, with Paul Johnston and North Canterbury contractors Gray and Lewis also being instrumental in shaping the terrain.

In April 1982 the Club took its present name, the Ellesmere Motor Racing Club (EMRC) and after many fund raising ventures, along with many working bees from EMRC members the gates finally opened to the public on April 24th 1983. The first few years of racing at the Ellesmere track saw the club build a very high profile within the local community and the track quickly obtained a great reputation amongst the many speedway competitors that travelled and raced at the dirt oval from all over the

country. A number of innovative events held over the years continued to grow the profile of the EMRC, including New Zealand's first ever Caravan Demolition Derby.



Figure 2: Ellesmere Speedway location relative to Leeston Township.

Over the period 2013 to 2015, the EMRC initiated a major overhaul and improvement of the facilities for both competitors and spectators alike. The upgraded track and facilities were officially opened on 23 October 2016. The upgraded track meets the highest New Zealand motorsport safety standards. Local, regional and international drivers often make comment that it's the best track they have raced on. As a result the EMRC is enjoying a growth in membership and is now the second biggest CTRA track for members.

LAWFUL ESTABLISHMENT

The EMRC has not been subject to any resource consent approvals since its establishment on the current site in 1980/81. Notwithstanding, since 1985 the Ellesmere County Council, Ellesmere Reserve Board and more recently, following local body amalgamation, the Selwyn District Council, have granted various Building Consents relating to the development of the current facilities. In each case the proposals were signed off by the Council's planning department as not requiring consent.

It is considered that the history of development on the site and the Council's facilitation of such development is sufficient to establish that both the use of the site, and the associated facilities established, were undertaken in the full knowledge and approval of the Council. Copies of the historical Building Permits issued by the Ellesmere County Council, Ellesmere Reserve Board and Selwyn District Council are attached as **Annexure 2** to this submission.

OVERVIEW OF EMRC SUBMISSIONS

The EMRC now seeks to be recognised in the Proposed Selwyn District Plan as a legitimate recreational use of land within the General Rural Zone. The use of the recreational reserve land for motorsport brings significant benefit to the social well-being of participants, not to mention the economic benefit the events held at the Ellesmere Speedway bring to the Selwyn District in terms of attracting participants and spectators from beyond the district.

Furthermore, it is recognised that motorsport activity can result in adverse effects, particularly in relation to noise. The issues arising from reverse sensitivity are well documented in such high profile examples such as Ruapuna Park in Christchurch and specifically in relation to speedway activity at Western Springs in Auckland.

In order to avoid such impacts on the on-going ability to utilise the existing facilities, the second aspect of the EMRC submission seeks to insert a Noise Control Overlay to restrict the ability for future dwellings (and other noise sensitive activities) to establish in close proximity to the Speedway where they would be subject to noise levels likely to create nuisance and give rise to complaints that might threaten the future ability of the EMRC to operate.

SUBMISSION 1 – RECOGNITION OF THE EMRC

The activities undertaken by the EMRC are considered to fall within the definition of a community facility as defined in the Proposed Selwyn District Plan as notified:

means land and buildings used by members of the community for recreational, sporting, cultural, safety, health, welfare, or worship purposes. It includes provision for any ancillary activity that assists with the operation of the community facility.

Proposed **Rule GRUZ-R33** sets out that the establishment of a new, or the expansion of an existing community facility is a discretionary activity. However, having reviewed the objectives and policies for the General Rural Zone, I can find no reference or guidance as to how the Proposed Plan seeks to deal with such activities. Clearly many persons live in rural areas and require various community facilities to provide for their social, economic and cultural wellbeing as set out in Part 2 of the RMA.

It is considered that recognition of the various community facilities located in rural areas should be included in the policy framework. As it stands any such discretionary activity resource consent would be assessed against a policy framework that is solely focussed on primary production (and avoiding reverse sensitivity effects on such activity), residential density, economic activity, mineral extraction and airfields. There are various community facilities spread throughout the rural area of the Selwyn District, yet the Proposed Plan framework appears to assume that these are only provided in Townships.

In order to recognise the long history and recreational/social and economic benefits of the EMRC in the Selwyn District, and to avoid the EMRC having to apply for individual resource consents each time they wish to add or alter existing facilities, this submission seeks recognition of the Club's activities through the identification of the site as a 'Specific Control Area' within the General Rural Zone.

This Specific Control Area would be subject to its own Outline Development Plan (ODP) and specific rules making motor racing events a permitted activity subject to certain performance standards.

Relief Sought:

Insert a new clause into General Policy GRUZ-P1 recognising the contribution of community facilities to rural communities within the Selwyn District and enabling such new or expanded activity to establish where significant adverse effects on primary production and the character and amenity values of the surrounding area can be avoided, as per the following (or any other alternative to like effect):

General

GRUZ-P1 Maintain or enhance rural character and amenity values of rural areas by:

1. retaining a low overall building density, and predominance of vegetation cover;
2. enabling primary production while managing adverse effects of intensive primary production, and mineral extractive industries;
3. managing the density and location of residential development; and
4. retaining a clear delineation and contrast between the district’s rural areas and urban areas, including Christchurch City.
5. **enabling new and expanded community facilities to establish where significant adverse effects on primary production and the character and amenity values of the surrounding area can be avoided.**

Insert a new Rule into the ‘GRUZ – Rule List’ as per the following (or any other alternative to like effect):

Note: All activities within the Ellesmere Speedway Control Area shall comply with the Rules below. All other Rules in Parts 2 and 3 of the District Plan shall not apply to activities within the Ellesmere Speedway Specific Control Area, unless expressly stated.

GRUZ-RXXX	Ellesmere Speedway Specific Control Area	
GRUZ	<p>Activity Status: PER</p> <p>1. Motor sport activity at the Ellesmere Speedway.</p> <p>Where:</p> <ol style="list-style-type: none">a. The total number of advertised speedway meetings open to the public for spectator events does not exceed 15 within a period of one year; andb. The total number of training days not otherwise advertised to the public does not exceed 20 within a period of one year; andc. The use of the speedway track for motor sport activity shall occur only between the hours of 0800 and 2200 and no more than 3 times in any 7-day period.d. The records of speedway meetings and days the speedway track is used for training purposes is held by the Ellesmere Motor Racing Club and is made available on request by the Selwyn District Council.	<p>Activity status when compliance not achieved:</p> <p>2. When compliance with GRUZ-RXX.1 is not achieved: DIS</p>

SCA-
SWY1

Activity Status: PER

3. The establishment of new, or expansion of existing non-habitable structures and their associated use, this includes but is not limited to storage sheds, pit workshops, race control, club rooms, spectator viewing facilities, ticket offices, food and beverage outlets and toilets.

Where:

- a. Development and operation of the Ellesmere Speedway complies with the Outline Development Plan in GRUZ-Figure XXX and specifically:
 - i. There shall be no permanent building located within the 20m boundary setback from Southbridge Dunsandel Road;
 - ii. Any building used for the purpose of race control, clubrooms, or pit workshops is restricted to the race building area only;
 - iii. Vehicle access to the site, excluding for spectator meetings, is via the main entrance.
- b. The building footprint of any individual building shall not exceed 600m²;
- c. The maximum height of any building shall not exceed 15m;
- d. Any new advertising signage shall be limited to locations that cannot be viewed from beyond the boundary of SCA-SWY1, i.e., be internal to the site for the benefit of spectators;
- e. The development and operation of the Ellesmere Speedway within SCA-SWY1 shall otherwise comply with the relevant rules in the Earthworks, Light, Hazardous Substances, and Natural Hazards Chapters.

Activity status when compliance not achieved:

4. When compliance with SCA-SWY1-RXXX.3.a - e is not achieved: DIS
5. When compliance with SCA-SWY1-RXXX.3.f is not achieved: Refer to Relevant Rule

A map showing the extent of the Ellesmere Speedway Specific Control Area, and accompanying Outline Development Plan, are attached as **Annexure 4**.

In terms of noise it is noted that all governing bodies involved in the provisions of speedway racing activity in New Zealand have adopted a standard noise rule of 95 decibels at the pole line. This is monitored and enforced before the commencement of any racing activity.

This controls the maximum noise from any one vehicle on the speedway track. Based on the monitoring undertaken by Marshall Day Acoustics, the activities undertaken at the Ellesmere Speedway will not comply with the Proposed Plan day-time noise standards by some margin. For that reason the EMRC seeks provisions to be included in the Proposed District Plan to protect encroachment of noise sensitive activities into the immediate area affected by noise.

SUBMISSION 2 – REVERSE SENSITIVITY

It has become common practice to cater for established motor sport facilities through specific provisions in a District Plan. As the letter from Mr Jon Farren (Marshall Day Acoustics Ltd) attached as **Annexure 3** sets out, the relatively short nature of the racing events, relatively high noise levels and specific character of the noise means that comparison to conventional District Plan noise limits are not generally appropriate. Therefore, specific provisions are required to protect the Ellesmere Speedway facility from residential encroachment.

On that basis it is requested that a new **Noise Rule** relating to ‘**Noise Sensitive Activity within the Ellesmere Speedway Noise Control Overlay**’ is inserted into the Proposed Selwyn District Plan, or alternative relief to like effect. A copy of the extent of the Noise Control Overlay noise contours is attached as **Annexure 5**.

NOISE-RXXX	Ellesmere Speedway	
Ellesmere Speedway 55 dB Noise Control Overlay	<p>Activity status: PER</p> <p>1. The establishment of any building for a noise sensitive activity, or any addition or alteration to an existing building which creates a new habitable room or will be occupied by a noise sensitive activity</p> <p>Where:</p> <p>a. Located between the 55 dB and 65 dB noise contours:</p> <p>i. All habitable rooms shall be designed, constructed and maintained to achieve an indoor design noise level of 40 dB LAeq from noise generated by the Ellesmere Speedway; and</p> <p>ii. Outdoor living areas shall be screened from the Ellesmere Speedway to achieve an indoor design noise level not exceeding 50 dB LAeq.</p>	<p>Activity status when compliance not achieved:</p> <p>2. When compliance with any of NOISE-RXXX.1.a. i and ii is not achieved: RDIS</p> <p>Matters for discretion:</p> <p>3. The exercise of discretion in relation to NOISE-RXXX.2. is restricted to the following matters:</p> <p>a. The extent to which the site is predicted to be affected by noise from motorised speedway activities carried out at the Ellesmere Speedway.</p> <p>b. The extent to which any noise from outdoor motor racing activities carried out at the Ellesmere Speedway Club will have on all habitable rooms and outdoor living space.</p> <p>c. The extent to which noise sensitive activities will give rise to reverse sensitivity in relation to the activities undertaken at the Ellesmere Speedway.</p> <p>d. The extent of environmental effects as a result of any noise mitigation measures required in order to meet the standards.</p>
	<p>Advisory note:</p> <p>1. To demonstrate compliance, a design report (including calculations) prepared by a suitably qualified acoustic engineer shall be submitted to the Council with the application for Building Consent.</p>	
Ellesmere Speedway 65 dB Noise	<p>Activity Status: NC</p> <p>3. Any new building for a noise sensitive activity, and any addition or alteration of a habitable room to an existing building containing a noise</p>	<p>Activity status when compliance not achieved:</p> <p>N/A</p>

Control Overlay sensitive activity located within the 65 dB noise contour.

In accordance with the protection offered to other noise generating activity within the Selwyn District, the EMRC also seeks inclusion of the Ellesmere Speedway 65 dBA Noise Control Overlay into **Rule SUB-R26** included in the Proposed District Plan, or any such alternative relief to like effect:

SUB-R26	Subdivision and Noise	
Christchurch International Airport 55 dB L_{dn} Noise Control Overlay	Activity Status: DIS 1. Subdivision within the Christchurch International Airport 55 dB L _{dn} Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	Activity status when compliance not achieved: N/A
Dairy Processing Zone Noise Control Overlay	2. Subdivision within the Dairy Processing Zone Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	
Port Zone 45 dB L_{Aeq} Noise Control Overlay	3. Subdivision within the Port Zone 45 dB L _{Aeq} Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	
Rail Network Noise Sensitivity Overlay	4. Subdivision within the Rail Network Noise Sensitivity Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	
State Highway Noise Sensitivity Overlay	5. Subdivision within the State Highway Noise Sensitivity Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	
West Melton 55 dB L_{dn} Noise Control Overlay	6. Subdivision within the West Melton 55 dB L _{dn} Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	
Port Zone 55 dB L_{Aeq} Noise Control Overlay	Activity Status: NC 7. Subdivision within the Port Zone 55 dB L _{Aeq} Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	Activity status when compliance not achieved: N/A
West Melton 65 dB L_{dn} Noise Control Overlay	8. Subdivision within the West Melton 65 dB L _{dn} Noise Control Overlay. This rule does not apply to any subdivision under any of SUB-R13 or SUB-R15.	



CONCLUSION

EMRC supports the Proposed Selwyn District Plan subject to the relief sought above, or any alternative relief achieving the same outcomes the Council considers more appropriate.

In relation to the proposed new provisions, the EMRC considers that without inclusion the Proposed Plan as notified:

- (a) will not promote sustainable management of resources and will not achieve the purpose of the RMA;
- (b) is contrary to Part 2 and other provisions of the RMA;
- (c) will not enable the social and economic well-being of the community within the Selwyn District;
- (d) will not meet the reasonably foreseeable needs of future generations;
- (e) will not enable the efficient use and development of the existing EMRC facilities and operations, with the flow on social and economic benefits that activity brings to the Selwyn District and its residents and visitors; and
- (f) do not represent the most appropriate means of exercising Council's functions, having regard to the efficiency and effectiveness of the provisions relative to other means.

In making this submission the EMRC confirms it could not gain an advantage in trade competition through the outcomes sought in this submission.

EMRC wishes **to be heard** in support of its submissions.

If others are making a similar submission, EMRC would consider presenting a joint case with them at the hearing.

Date: 11 December 2020

Nick Boyes

Consultant Planner / Associate

Authorised to sign this submission on behalf of the **Ellesmere Motor Racing Club**

ANNEXURE 1:

DEED OF LICENCES WITH THE SELWYN DISTRICT COUNCIL

Dated

4th August

2004

DEED OF LICENCE

THE SELWYN DISTRICT COUNCIL
Council

THE ELLESMERE RESERVE BOARD
Board

ELLESMERE MOTOR RACING CLUB
Licensee

DATED 4th August

2004

PARTIES

- (1) THE SELWYN DISTRICT COUNCIL ("the Council")
- (2) THE ELLESMERE RESERVE BOARD ("the Board")
- (3) ELLESMERE MOTOR RACING CLUB ("the Licensee")

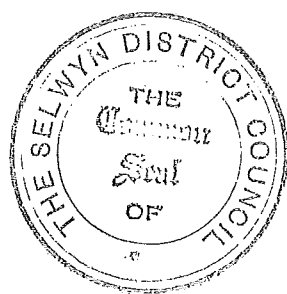
TERMS OF THIS DEED

- 1. Pursuant to Section 74 Reserves Act 1977, the Council grants to the Licensee and the Licensee accepts a licence of the Land described in the First Schedule together with the right to use the Council's and/or Board's improvements on the Land (if any) for the Term in consideration of payment of the Annual Licence fee by the Licensee.
- 2. The Council, the Board and the Licensee covenant and set out in the Second Schedule.

THE COMMON SEAL of)
 THE SELWYN DISTRICT COUNCIL was)
 hereto affixed)
 in the presence of:)

..... *M. M. Cluedy* Mayor

..... *[Signature]* Chief Executive



SIGNED by the ELLESMERE RESERVE BOARD) *M. J. Boon*

SIGNED by ELLESMERE MOTOR RACING CLUB)
 in the presence of) *[Signature]*
) Signature

B. Ryan

 Witness signature

Bernadette Ryan

 Full Name

27 Market Street, Leeston

 Address

Personal Assistant

 Occupation

FIRST SCHEDULE

LAND: Valuation Reference: 2410014201
Part Reserve 1630, Block I, Southbridge Survey
District comprising 5.6780 hectares

TERM: 10 years

COMMENCEMENT DATE: 1st January 2002

EXPIRY DATE: 31st December 2011

RENEWAL DATE: Not Applicable

REVIEW DATE: 1st January 2007

ANNUAL LICENCE FEE: \$175.00

USE: Motor Racing Sports

DEFAULT INTEREST RATE: A rate of interest equal to the Bank of New Zealand
base rate at the date of default plus 8%.

SECOND SCHEDULE

1. LICENCE FEE

- 1.1 The Licensee will pay the Annual Licence Fee in advance on the 20th day following receipt of an invoice from the Board. The fee will be paid without any deductions or set off by direct payment to the Board or as the Board may direct.

2. LICENCE FEE REVIEW

- 2.1 Where a Licence Fee Review Date is specified in the First Schedule, the Board may review the Licence Fee by giving written notice to the Licensee of the reviewed Licence Fee and the reviewed Licence Fee will be payable from the next Licence Fee Payment Date following service of the notice.
- 2.2 If the Licensee objects to the reviewed Licence Fee the parties will negotiate in good faith to reach agreement. It is agreed that if the Licence Fee is reduced, an adjustment will be made in respect of payments already made. If the Board will not agree to reduce the Licence Fee the Licensee may cancel this Licence at any time thereafter upon giving not less than three months notice in writing.

3. OUTGOINGS

- 3.1 The Licensee will pay all charges and outgoings in respect of the Land during the term of this Licence. Without limiting the generality of the preceding sentence, the charges and outgoings will include:
- (a) All rates, taxes (including Goods and Services Tax), charges and impositions by any territorial or other competent authority in respect of the Land; and
 - (b) All charges for any services or utilities supplied to the Land.
- 3.2 In any case where the charges and outgoings referred to in clause 3.1 are not separately assessed to the Land, the Licensee will pay on demand a fair and reasonable proportion of those charges and outgoings apportioned on an area basis.
- 3.3 An appropriate adjustment will be made in respect of charges and outgoings for periods current at the Commencement Date, at Expiry Date or upon the earlier determination for any reason.

4. INTEREST ON UNPAID MONEY

- 4.1 If the Licensee defaults in payment of the Licence Fee or any other moneys payable under this Licence upon the due date for payment, then the Licensee will pay interest on the amounts unpaid at the Default Interest Rate from the due date for payment down to actual date of payment.

5. COSTS

5.1 The Licensee will pay the Board's solicitor's costs (as between solicitor and client) of and incidental to:

- (a) The preparation of the Licence and any variation, renewal or any deed recording a Licence Fee Review;
- (b) The enforcement or attempted enforcement of the Board's rights, remedies and powers under this Licence.

6. USE OF LAND

6.1 The Licensee will use the Land only for the use set out in the First Schedule. If at any time the Board is of the opinion that the Land is not being used, or is not being sufficiently used, for that purpose, or if the Board considers that the continued or uninterrupted use of the Land is detrimental to the purposes for which the Land is vested in or administered by the Board, then the Board may terminate this Licence on such terms as the Board thinks fit.

7. MAINTENANCE AND CARE OF LAND AND BUILDINGS

7.1 The Licensee will, at the Licensee's expense, at all times during the term of this Licence:

- (a) Use and manage the Land in a good and husband like manner and will not impoverish or waste the soil;
- (b) Not break up, plough or crop any part of the Land, nor cut down any trees or bush, nor take or remove any plant, without the prior written consent of the Board. If the Licensee breaks up or crops any part of the Land, the Licensee will reinstate the Land in grass pasture prior to the end of the term of this Licence;
- (c) Take all proper steps to keep the Land free of rabbits and other noxious vermin and gorse, broom, thistles and all other noxious plants and will do all things necessary to comply with the provisions of the Biosecurity Act 1993 or any re-enactment of the Act as it affects the Land;
- (d) Keep all buildings, erections, gates and other improvements on the Land in good order and condition;
- (e) Keep and maintain any water or drainage systems in good operational repair and keep properly clean, open and clear from weeds all creeks, drains, ditches and watercourses (including any drains or ditches which may be constructed by the Council during the term of the Licence) ensuring that the Land is adequately drained at all times;
- (f) Make good any damage to the Land caused by animals or by improper careless or abnormal use by the Licensee or those for whom the Licensee is responsible;
- (g) Promptly remove all rubbish, fallen trees, tree trimmings and any dead stock from the Land;

- (h) Ensure that all and proper precautions are taken to safeguard the Land against fire;
- (i) Not damage or destroy any actual, scenic, historical, cultural, archaeological, biological, geological or other scientific features or indigenous flora and fauna on the Land; and
- (j) Not claim ownership to, or remove, work or use, any mineral on or under the Land.

8. FENCES

- 8.1 The Licensee will at its own expense erect, repair and maintain in a good condition all fences and gates necessary upon the Land for the purposes for the proper and safe conduct of the Use. The Licensee will use best endeavours to prevent stock straying from the Land and will make good at its own cost any damage caused to other land or property by straying stock.
- 8.2 The Licensee will not call upon the Council or Board at any time to contribute to the costs of maintaining or erecting any fencing on the Land nor maintaining or erecting any boundary fence between the Land and any adjoining Land owned or occupied by the Licensee.
- 8.3 The Board shall be responsible for the provision of any boundary fencing on the land or between the land and any adjoining lands not owned or occupied by the Licensee.

9. LIABILITY FOR STOCK

- 9.1 The Council does not accept any liability to the Licensee for the health, safety or wellbeing of any stock on the Land. The Licensee accepts a licence of the Land for the Use in reliance upon the Licensee's own judgment in all respects.

10. INDEMNITY

- 10.1 The Licensee will indemnify and keep indemnified the Council and the Board against all costs, damages and liability arising in respect of an act or omission on the part of the Licensee, or any act of the Licensee's stock.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

- 11.1 The Licensee will comply with all statutes, ordinances, regulations and by-laws so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Land or its use by the Licensee and will keep the Board and the Council indemnified in respect of all such matters.

12. IMPROVEMENTS BY LICENSEE

- 12.1 The Licensee will not erect any building or other improvements (including any fence) upon the Land without first submitting the plans and specifications to the Board and obtaining the written consent of the Board. The Board when giving its consent may stipulate that the Licensee will not be entitled to any compensation for those improvements, but the Licensee will in such case have

the right to remove those buildings or improvements from the Land at the expiry of the term subject to the Licensee making good any damage to the Land caused by the removal.

13. REMOVAL OF LICENSEE'S IMPROVEMENTS

13.1 At the Expiry Date or sooner determination of this Licence, the Licensee may within such reasonable time as the Board determines, remove any of the Licensee's improvements and make good any resulting damage to the Land. If the improvements are not removed within such reasonable time as specified by the Board, the ownership of the improvements will vest in the Board without right of payment or compensation to the Licensee by the Board.

14. ASSIGNMENT/SUBLICENSING

14.1 The Licensee will not assign, sub-licence or otherwise part with possession of the Land or any part of the Land.

15. RIGHTS RESERVED BY THE BOARD

15.1 The Board and its agents and servants may enter upon the Land at all reasonable times to inspect the Land and carry out repairs and other works to the Land. In exercising such rights, the Board will use its best endeavours to minimise any disturbance caused to the Licensee in its occupation and use of the Land.

15.2 The Board may give the Licensee one month's notice to repair at the Licensee's cost any improvements, drains, ditches or watercourses. If the Licensee does not comply with the notice, the Board may enter the Land, without notice, to remedy the default by the Licensee. All costs incurred by the Board in remedying such defaults will be paid by the Licensee on demand.

16. EARLY TERMINATION

16.1 If:

- (a) any money due under this Licence is unpaid and remains unpaid for 14 days (whether payment is demanded or not); or
- (b) the Licensee has not complied with the Licensee's obligations in this Licence after receipt of a written notice specifying the default and requiring the default to be remedied within one month;

then the Board may by notice in writing cancel this licence and re-enter the Land. Upon cancellation, the Licensee's rights will cease immediately, but the Licensee will still be liable for any money due under this Licence up to termination or for damages for any breach committed prior to cancellation.

16.2 If a Council or Board resolution is passed requiring the whole or any part of the Land for the purposes of carrying out any works or functions of the Board or Council, or requiring the Land to be sold, the Board or Council may give one month's written notice to the Licensee cancelling the

Licence as to the whole or that part of the Land. If the Licence is cancelled as to part of the Land, the License Fee will be reduced on an area basis.

17. DISPUTES

17.1 Any dispute relating to or arising out of this Licence will be submitted to the arbitration of the single arbitrator, if one can be agreed upon by the parties. If the parties are unable to agree within 15 working days of receipt of a notification of a desire to have the dispute arbitrated, the dispute will be submitted to the arbitration of a single arbitrator to be appointed by the President for the time being of the Canterbury District Law Society. Any arbitration in terms of this clause will be carried out in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act.

18. GENERAL

18.1 Nothing contained or implied in this Licence will be construed as conferring or be deemed to confer upon the Licensee the rights of a lessee. This is a statutory licence granted under the Reserves Act 1977 and the rights of the public to have access to and over the Land are unaffected by this Licence.

18.2 No waiver or failure to act by the Board or Council in respect of any breach by the Licensee will operate as a waiver of another breach.

BETWEEN

THE SELWYN DISTRICT COUNCIL

(the "Council")

THE ELLESMERE RESERVE BOARD

(the "Board")

AND

ELLESMERE MOTOR RACING CLUB

("Licensee")

LICENCE TO OCCUPY

SELWYN DISTRICT COUNCIL

LICENCE TO OCCUPY

WHEREAS the **SELWYN DISTRICT COUNCIL** (the "Council") is the Administering Authority/Registered proprietor of the land described in the schedule (the "Land") **NOW** the Council by virtue of the powers vested in it, **HEREBY GRANTS** the Ellesmere Reserve Board, herein after referred to as the Board, the right to grant a licence to occupy the land to the Licensee listed in the schedule for a term and at the rental listed in the schedule.

ON AND SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE Licensee will pay to the Board the rent payable hereunder in the manner set out in the schedule. If the rent is not paid in full within fourteen (14) days of due date, the Licensor may add to the unpaid rent, interest calculated from the date on which the rental payment fell due at a rate of interest equivalent to the base rate of the bank or any one of the banks used by the Board plus 8%. For the purpose of calculating interest, the base rate shall be taken as at the date on which the interest payment in arrears (or the first such payment if more than one payment is in arrears) fell due.
2. THE Licensee shall pay all rates, taxes and other assessments which now or hereafter may be payable or levied in respect of the land.
3. THE Licensee shall use the land solely for the purpose listed in the schedule, and if at any time the Board is of the opinion that the said land is not being used or is not being sufficiently used for that purpose, or if the Board considers that the continued use of the said land is detrimental to the purposes for which the land is vested in the Council, then the Board or Council may terminate this licence on such terms as the Board or Council thinks fit.
4. THE Licensee will not assign, sub-let, mortgage, charge, grant any lien or otherwise dispose of or part with possession of the whole or any part of the land.

5. THE Licensee will use and manage the land in a good and husband like manner and will not impoverish or waste the soil nor cut down any trees or bush without the prior consent of the Board.
6. THE Licensee will keep the land free from gorse, broom or any other noxious plant and from rabbits, pests and other vermin.
7. SHOULD the Licensee break up or crop any part of the land then the Licensee shall reinstate the land in grass pasture prior to the end of the term of this licence.
8. THE Licensee will not erect any buildings or fences or structures on the land without the prior consent of the Board.
9. THE Licensee will regularly remove all rubbish (including fallen trees and tree clippings) from the property and shall remove or immediately bury all dead stock.
10. THE Licensee will keep all buildings, fences, gates, drains and other improvements on the land in good order, condition and repair.
11. THE Licensee shall have no right to any minerals on or under the land and shall not work or use any such mineral without prior consent to the Board.
12. THE Board shall be responsible for the provision of any boundary fencing on the land or between the land and any adjoining lands.
13. IF the land or any part of it is required by the Board for the purposes of carrying out any works or functions of the Board, or any work the Board may deem desirable or expedient, the Board shall give written notice to the Licensee and on the date specified in the Board's notice the licence shall terminate. In the event of the licence being terminated under this condition, the Licensee shall be entitled to a proportionate refund of rent paid. In the event of the Board exercising its powers under this clause then the Board shall, in giving written notice, state the reason for the termination and give the Licensee the right, to be exercised within 60 days of the day on which the

written notice would be served in the normal course of post of appealing to the Board and Council for a review of the decision to terminate the licence. Any such appeal shall be considered by the full Board and Council jointly.

14. THE Licensee will adequately maintain the fences on the said land and prevent his stock from straying from it. Any damage caused by straying stock must be made good at the Licensee's expense.
15. IN the event of a breach of any of the conditions of this licence, the Board or Council may determine the licence in respect of the whole or any portion of the land without prejudice to their right of action against the Licensee in respect of such breach and without prejudice to the Board's right of action for any monies owing to the Board up to the date of termination of the licence. Should the licence be determined as to part of the said land, then the Board shall make such adjustment to the rent payable as the Board shall in its discretion deem fit and proper.
16. THE free right of access is reserved to the public over a strip of land of the width of access strip listed in the schedule along each bank of any stream or river adjoining the land **PROVIDED THAT** the Licensee may, with the approval of the Board, exclude the public for any specific period and periods when the presence of the public might be detrimental to the Licensee's farming or other use of the land.
17. THE Board may review the rental payable under this licence at a review date listed in the schedule or at any time up to the next following review date by giving written notice to the Licensee, the Board shall give notice of the reviewed rental to the Licensee and the reviewed rental shall be payable from the next rental date following upon service of the notice.
18. THE parties agree and declare that this licence is intended to take effect as a licence only.

SIGNED by the said
Licensee in the
presence of:

) X *Levor Smith (dne)*
)
)

[Signature]
.....
Witness

LMVO
.....
Occupation

CRISTON
.....
Address

THE COMMON SEAL of THE
SELWYN DISTRICT COUNCIL
was hereunto affixed
in the presence of:

) *[Signature]*
)

[Signature]
.....
..... *6-7-92*



THE CHAIRMAN AND SECRETARY of
THE ELLESMERE RESERVE BOARD

William Heslop
.....
Chairman

[Signature]
.....
Secretary

..... *10* *6* *92*
Dated

SCHEDULE

LICENSEE: .Ellesmere Motor Racing Club

THE LAND: .5.6780 hectares, Part Reserve 1630, Block I, .
.Southbridge Survey District

TERM: .1st January, 1992 and 31st December, 2001

REVIEW DATES: .1st January, 1997

RENTAL: . \$175.00 per annum

(subject to review in terms of the licence)

RENT PAYMENT DATES: .1st January, 1st July

USE OF THE LAND: .Motor Racing Sports

SPECIAL CONDITIONS:

.....

.....

.....

.....

.....

DEED OF LICENCE

THE SELWYN DISTRICT COUNCIL
Council

THE ELLESMERE RESERVE BOARD
Board

ELLESMERE MOTOR RACING CLUB
Licensee

DATED

2011

PARTIES

- (1) THE SELWYN DISTRICT COUNCIL ("the Council")
- (2) THE ELLESMERE RESERVE BOARD ("the Board")
- (3) ELLESMERE MOTOR RACING CLUB ("the Licensee")

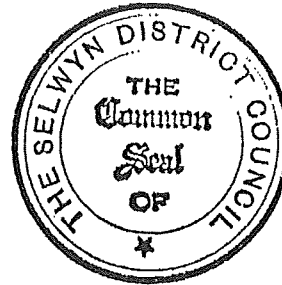
TERMS OF THIS DEED

- 1. Pursuant to Section 74 Reserves Act 1977, the Council grants to the Licensee and the Licensee accepts a licence of the Land described in the First Schedule together with the right to use the Council's and/or Board's improvements on the Land (if any) for the Term in consideration of payment of the Annual Licence fee by the Licensee.
- 2. The Council, the Board and the Licensee covenant and set out in the Second Schedule.

THE COMMON SEAL of)
 THE SELWYN DISTRICT COUNCIL was)
 hereto affixed)
 in the presence of:)

[Handwritten Signature] Mayor

[Handwritten Signature] Chief Executive



SIGNED by)
 ELLESMERE RESERVE BOARD)

[Handwritten Signature]

 Signature

SIGNED by ELLESMERE)
 MOTOR RACING CLUB)
 in the presence of)

[Handwritten Signature]

 Signature

[Handwritten Signature]

 Witness signature

Jolene Mary Kerr

 Full Name

26 St John St. Southbridge

 Address

Office Administrator

 Occupation

FIRST SCHEDULE

LAND:	Valuation Reference: 24100 14201 Part Reserve 1630, Block I, Southbridge Survey District comprising 5.6780 hectares as shown edged red on the attached plan
TERM:	10 years
COMMENCEMENT DATE:	1 st January 2012
EXPIRY DATE:	31 st December 2021
RENEWAL DATE:	Not Applicable
REVIEW DATE:	1 st January 2017
ANNUAL LICENCE FEE:	\$250.00 (GST Inclusive)
USE:	Motor Racing Sports
DEFAULT INTEREST RATE:	A rate of interest equal to the Bank of New Zealand base rate at the date of default plus 8%.

SECOND SCHEDULE

1. LICENCE FEE

- 1.1 The Licensee will pay the Annual Licence Fee in advance on the 20th day following receipt of an invoice from the Board. The fee will be paid without any deductions or set off by direct payment to the Board or as the Board may direct.

2. LICENCE FEE REVIEW

- 2.1 Where a Licence Fee Review Date is specified in the First Schedule, the Board may review the Licence Fee by giving written notice to the Licensee of the reviewed Licence Fee and the reviewed Licence Fee will be payable from the next Licence Fee Payment Date following service of the notice.
- 2.2 If the Licensee objects to the reviewed Licence Fee the parties will negotiate in good faith to reach agreement. It is agreed that if the Licence Fee is reduced, an adjustment will be made in respect of payments already made. If the Board will not agree to reduce the Licence Fee the Licensee may cancel this Licence at any time thereafter upon giving not less than three months notice in writing.

3. OUTGOINGS

- 3.1 The Licensee will pay all charges and outgoings in respect of the Land during the term of this Licence. Without limiting the generality of the preceding sentence, the charges and outgoings will include:
- (a) All rates, taxes (including Goods and Services Tax), charges and impositions by any territorial or other competent authority in respect of the Land; and
 - (b) All charges for any services or utilities supplied to the Land.
- 3.2 In any case where the charges and outgoings referred to in clause 3.1 are not separately assessed to the Land, the Licensee will pay on demand a fair and reasonable proportion of those charges and outgoings apportioned on an area basis.
- 3.3 An appropriate adjustment will be made in respect of charges and outgoings for periods current at the Commencement Date, at Expiry Date or upon the earlier determination for any reason.

4. INTEREST ON UNPAID MONEY

- 4.1 If the Licensee defaults in payment of the Licence Fee or any other moneys payable under this Licence upon the due date for payment, then the Licensee will pay interest on the amounts unpaid at the Default Interest Rate from the due date for payment down to actual date of payment.

5. COSTS

- 5.1 The Licensee will pay the Board's solicitor's costs (as between solicitor and client) of and incidental to:
- (a) The preparation of the Licence and any variation, renewal or any deed recording a Licence Fee Review;
 - (b) The enforcement or attempted enforcement of the Board's rights, remedies and powers under this Licence.

6. USE OF LAND

- 6.1 The Licensee will use the Land only for the use set out in the First Schedule. If at any time the Board is of the opinion that the Land is not being used, or is not being sufficiently used, for that purpose, or if the Board considers that the continued or uninterrupted use of the Land is detrimental to the purposes for which the Land is vested in or administered by the Board, then the Board may terminate this Licence on such terms as the Board thinks fit.

7. MAINTENANCE AND CARE OF LAND AND BUILDINGS

- 7.1 The Licensee will, at the Licensee's expense, at all times during the term of this Licence:
- (a) Use and manage the Land in a good and husband like manner and will not impoverish or waste the soil;
 - (b) Not break up, plough or crop any part of the Land, nor cut down any trees or bush, nor take or remove any plant, without the prior written consent of the Board. If the Licensee breaks up or crops any part of the Land, the Licensee will reinstate the Land in grass pasture prior to the end of the term of this Licence;
 - (c) Take all proper steps to keep the Land free of rabbits and other noxious vermin and gorse, broom, thistles and all other noxious plants and will do all things necessary to comply with the provisions of the Biosecurity Act 1993 or any re-enactment of the Act as it affects the Land;
 - (d) Keep all buildings, erections, gates and other improvements on the Land in good order and condition;
 - (e) Keep and maintain any water or drainage systems in good operational repair and keep properly clean, open and clear from weeds all creeks, drains, ditches and watercourses (including any drains or ditches which may be constructed by the Council during the term of the Licence) ensuring that the Land is adequately drained at all times;
 - (f) Make good any damage to the Land caused by animals or by improper careless or abnormal use by the Licensee or those for whom the Licensee is responsible;
 - (g) Promptly remove all rubbish, fallen trees, tree trimmings and any dead stock from the Land;
 - (h) Ensure that all and proper precautions are taken to safeguard the Land against fire;

- (i) Not damage or destroy any actual, scenic, historical, cultural, archaeological, biological, geological or other scientific features or indigenous flora and fauna on the Land; and
- (j) Not claim ownership to, or remove, work or use, any mineral on or under the Land.

8. FENCES

- 8.1 The Licensee will at its own expense erect, repair and maintain in a good condition all fences and gates necessary upon the Land for the purposes for the proper and safe conduct of the Use. The Licensee will use best endeavours to prevent stock straying from the Land and will make good at its own cost any damage caused to other land or property by straying stock.
- 8.2 The Licensee will not call upon the Council or Board at any time to contribute to the costs of maintaining or erecting any fencing on the Land nor maintaining or erecting any boundary fence between the Land and any adjoining Land owned or farmed by the Licensee.

9. LIABILITY FOR STOCK

- 9.1 The Council does not accept any liability to the Licensee for the health, safety or wellbeing of any stock on the Land. The Licensee accepts a licence of the Land for the Use in reliance upon the Licensee's own judgment in all respects.

10. INDEMNITY

- 10.1 The Licensee will indemnify and keep indemnified the Council and the Board against all costs, damages and liability arising in respect of an act or omission on the part of the Licensee, or any act of the Licensee's stock.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

- 11.1 The Licensee will comply with all statutes, ordinances, regulations and by-laws so far as they relate to, and all notices or orders which may be given by any competent authority in respect of, the Land or its use by the Licensee and will keep the Board and the Council indemnified in respect of all such matters.

12. IMPROVEMENTS BY LICENSEE

- 12.1 The Licensee will not erect any building or other improvements (including any fence) upon the Land without first submitting the plans and specifications to the Board and obtaining the written consent of the Board. The Board when giving its consent may stipulate that the Licensee will not be entitled to any compensation for those improvements, but the Licensee will in such case have the right to remove those buildings or improvements from the Land at the expiry of the term subject to the Licensee making good any damage to the Land caused by the removal.

13. REMOVAL OF LICENSEE'S IMPROVEMENTS

- 13.1 At the Expiry Date or sooner determination of this Licence, the Licensee may within such reasonable time as the Board determines, remove any of the Licensee's improvements and make good any resulting damage to the Land. If the improvements are not removed within such reasonable time as specified by the Board, the ownership of the improvements will vest in the Board without right of payment or compensation to the Licensee by the Board.

14. ASSIGNMENT/SUBLICENSING

- 14.1 The Licensee will not assign, sub-licence or otherwise part with possession of the Land or any part of the Land.

15. RIGHTS RESERVED BY THE BOARD

- 15.1 The Board and its agents and servants may enter upon the Land at all reasonable times to inspect the Land and carry out repairs and other works to the Land. In exercising such rights, the Board will use its best endeavours to minimise any disturbance caused to the Licensee in its occupation and use of the Land.
- 15.2 The Board may give the Licensee one month's notice to repair at the Licensee's cost any improvements, drains, ditches or watercourses. If the Licensee does not comply with the notice, the Board may enter the Land, without notice, to remedy the default by the Licensee. All costs incurred by the Board in remedying such defaults will be paid by the Licensee on demand.

16. EARLY TERMINATION

- 16.1 If:
- (a) any money due under this Licence is unpaid and remains unpaid for 14 days (whether payment is demanded or not); or
 - (b) the Licensee has not complied with the Licensee's obligations in this Licence after receipt of a written notice specifying the default and requiring the default to be remedied within one month;

then the Board may by notice in writing cancel this licence and re-enter the Land. Upon cancellation, the Licensee's rights will cease immediately, but the Licensee will still be liable for any money due under this Licence up to termination or for damages for any breach committed prior to cancellation.

- 16.2 If a Council or Board resolution is passed requiring the whole or any part of the Land for the purposes of carrying out any works or functions of the Board or Council, or requiring the Land to be sold, the Board or Council may give one month's written notice to the Licensee cancelling the Licence as to the whole or that part of the Land. If the Licence is cancelled as to part of the Land, the License Fee will be reduced on an area basis.

17. DISPUTES

17.1 Any dispute relating to or arising out of this Licence will be submitted to the arbitration of the single arbitrator, if one can be agreed upon by the parties. If the parties are unable to agree within 15 working days of receipt of a notification of a desire to have the dispute arbitrated, the dispute will be submitted to the arbitration of a single arbitrator to be appointed by the President for the time being of the Canterbury District Law Society. Any arbitration in terms of this clause will be carried out in accordance with the Arbitration Act 1996 or any re-enactment or modification of that Act.

18. GENERAL

18.1 Nothing contained or implied in this Licence will be construed as conferring or be deemed to confer upon the Licensee the rights of a lessee. This is a statutory licence granted under the Reserves Act 1977 and the rights of the public to have access to and over the Land are unaffected by this Licence.

18.2 No waiver or failure to act by the Board or Council in respect of any breach by the Licensee will operate as a waiver of another breach.



Cadastral information derived from
Land Information New Zealand's Digital Cadastral Database (DCDB)
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Property Map



**ANNEXURE 2:
HISTORICAL BUILDING PERMITS**

ELLESMERE COUNTY COUNCIL
BUILDING PERMIT APPLICATION

To: The County Engineer,
Ellesmere County Council,
Post Office Box 2,
LEESTON.

Sir,

I hereby apply for permission to ~~erect~~/alter/install Club Rooms
at No. _____ street _____

according to site plans and detailed plans, elevations, cross-sections, and specifications of building deposited herewith in duplicate (metric dimensions)

PARTICULARS OF LAND (Details on rate demand)

Valuation Reference: 2410 1142/1
Owner: ELLESMERE MOTOR RACING CLUB
Address: 10/0 RODGER MILLS 15 PULTNEY ST LEESTON
Lot: _____ D.P.: PT RES 1630 R.S. _____
Block: 1 Survey District: SOUTHBRIDGE Area: _____

PARTICULARS OF BUILDING

Foundation: wooden Piles Floor: Ply wood
Walls: Iron weather Boards Roof: Iron
Purpose for which building to be used: Club Rooms
Builder: Ellesmere Motor Racing Club Address: LEESTON
Floor Area M²: 119.

Including the area of each floor for buildings of more than single storey:

Building Estimated Value:
(Not including Drainage & Plumbing) \$ 16,500 Fee: Scale on black of form
Drainage & Plumbing Value:
(Sanitary Work) \$ 3,500 Fee: Scale on Application form
Total Estimated Value \$ 20,000 Levy: \$1.00 per \$1,000 or
part thereof for Total
Estimated Values of
\$10,000 or more.

Owner/Builder: Ellesmere Motor Racing Club Address: LEESTON

Date: 13-9-85 Telephone No: LEN 585

FEES PAYABLE

	<u>Amount</u>	<u>Receipt No.</u>	<u>Date</u>
Building Permit (See Scale over)	\$ <u>95-00</u>	<u>5099</u>	<u>13/9/85</u>
Building Research Levy	\$ <u>20-00</u>	<u>5101</u>	<u>13/9/85</u>
Drainage and Plumbing	\$ <u>35-00</u>	<u>5100</u>	<u>13/9/85</u>
Water Connection	\$ <u>/</u>	_____	_____
Footpath Maintenance Bond	\$ <u>/</u>	_____	_____
Channel Crossing fee	\$ <u>/</u>	_____	_____
.....	\$ _____	_____	_____
<u>TOTAL</u>	\$ <u>150-00</u>	_____	_____

Deposited with application

Plans (Metric)
Specifications (Metric)
Site plans (Metric)
Drainage and Plumbing Application

Application No: BP
Planning Approval: _____
Permit No.: 2070810
Date Issued: 17-9-85

ELLESMERE COUNTY COUNCIL
BUILDING PERMIT APPLICATION

To: The County Engineer,
Ellesmere County Council,
Post Office Box 2,
LEESTON.

Sir,

I hereby apply for permission to erect/alter/install a Roadside Bill Board
at No. Feredays street Road.

according to site plans and detailed plans, elevations, cross-sections, and specifications of building deposited herewith in duplicate (metric dimensions)

PARTICULARS OF LAND (Details on rate demand)

Valuation Reference: 2210 1 142/1
Owner: G.F. Bishop - occupier
Address: Southbridge R.D.3 Christchurch
Lot: _____ D.P.: _____ R.S. 6730
Block: 1 Survey District: SOUTHBRIDGE Area: _____

PARTICULARS OF BUILDING

Foundation: Concrete pads with steel pipe
Walls: uprights a panel Roof: steel fascia panel
Purpose for which building to be used: Advertisement for Ellesmere Motor Racing Club
Builder: A.G. Bishop Address: R.D.3 Christchurch
Floor Area M² _____

Including the area of each floor for buildings of more than single storey:

Building Estimated Value:
(Not including Drainage & Plumbing) \$ 50-00 Fee: Scale on black of form
Drainage & Plumbing Value:
(Sanitary Work) \$ _____ Fee: Scale on Application form
Total Estimated Value \$ _____ Levy: \$1.00 per \$1,000 or part thereof for Total Estimated Values of \$3,000 or more.

Owner/Builder: Ellesmere Motor Racing Club Address: P.O. Box 38 Leeston

Date: _____ Telephone No: _____

FEES PAYABLE

	<u>Amount</u>	<u>Receipt No.</u>	<u>Date</u>
Building Permit (See Scale over)	\$ <u>10-00</u>	<u>8557</u>	<u>5-4-83</u>
Building Research Levy	\$ _____	_____	_____
Drainage and Plumbing	\$ _____	_____	_____
Water Connection	\$ _____	_____	_____
Footpath Maintenance Bond	\$ _____	_____	_____
Channel Crossing fee	\$ _____	_____	_____
.....	\$ _____	_____	_____
<u>TOTAL</u>	\$ <u>10-00</u>		

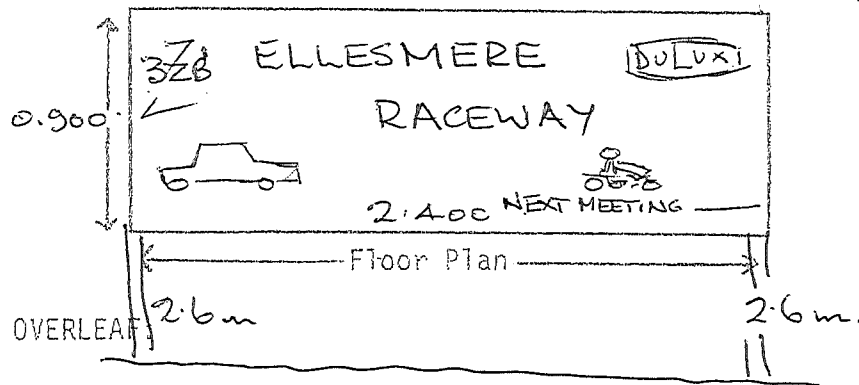
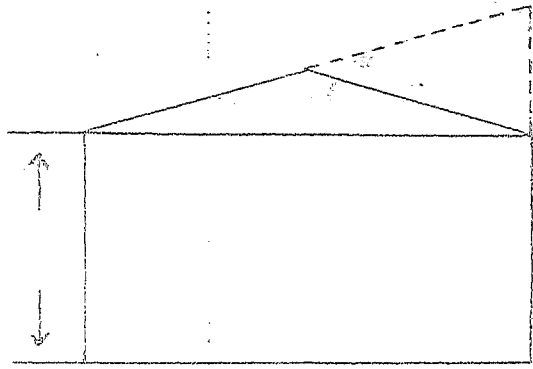
Deposited with application

Plans (Metric)
Specifications (Metric)
Site plans (Metric)
Drainage and Plumbing Application

Application No: B-P
Planning Approval: OK 15.4.83
Permit No.: A63102
Date Issued: 18-4-83

Agreed to by Cns Goulden and Bishop. 14-4-83

PROPOSED SIGN for Mr/Mrs ELLESMERE MOTOR CLUB
 TO BE ERRECTED AT ELLESMERE RACEWAY



Front Elevation - PLEASE SHOW SITE PLAN OVERLEAF

SPECIFICATIONS: Foundation _____
 Reinforcing _____
 (Required for concrete block building)

50mm ϕ poles
 steel larks into
 ground with concrete
 footings
 3.5m out of
 ground.

Floor _____
 Studs _____ at _____ centres.
 Girts _____ at _____ centres.
 Rafters _____ at _____ centres.
 Purlins _____ at _____ centres.
 Trimmer _____
 Roof Covering _____
 Wall Covering _____

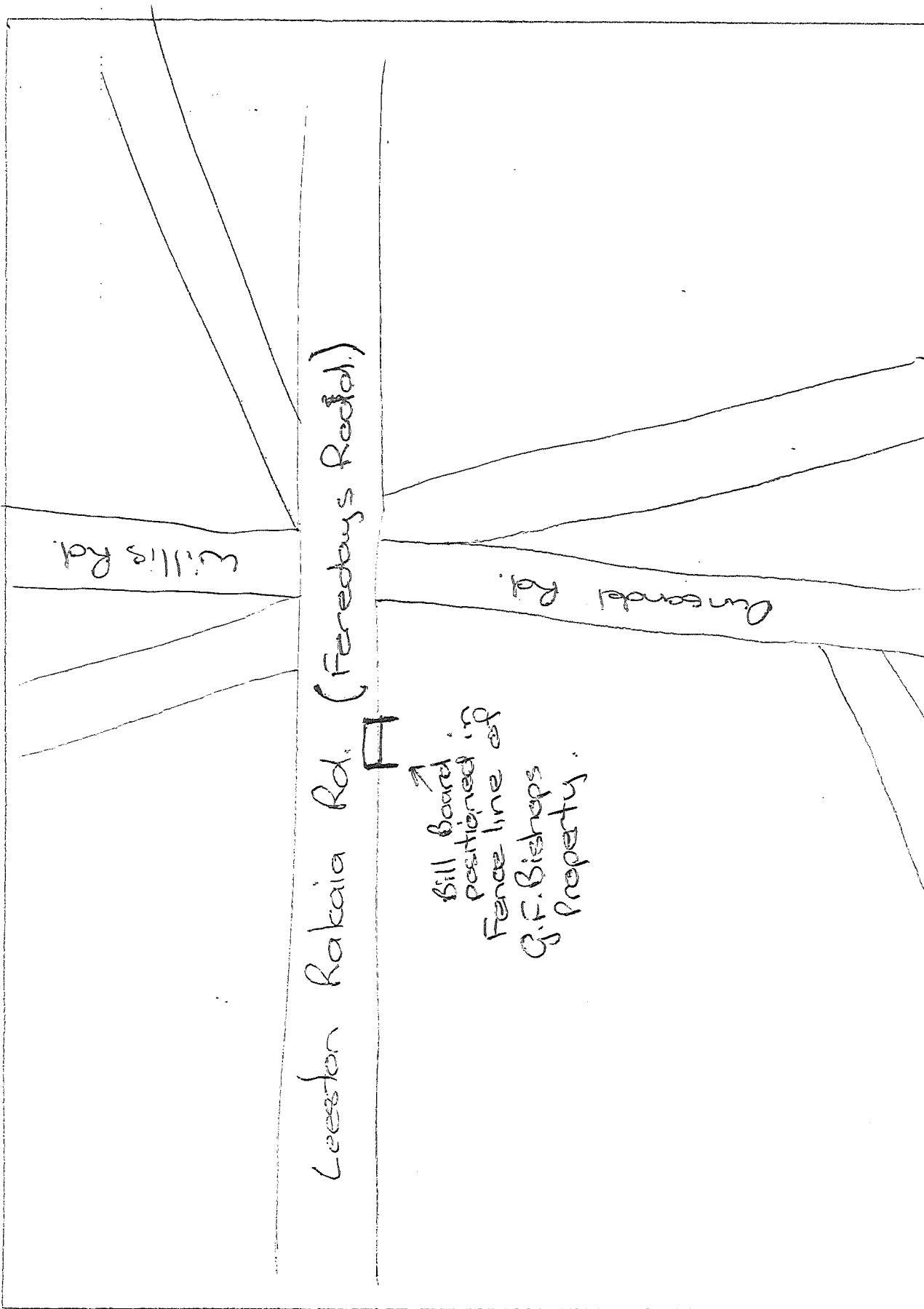
- NOTE:
- (1) Packing or Car Cases are not permitted as buildings.
 - (2) Spouting, Downpipes and satisfactory stormwater disposal to be provided.
 - (3) Rural Zones - Minimum Distances in metres.
- Predominant Uses - The following shall be the yard, height and location requirements for predominant uses. For exceptions to these requirements see Ordinance 6.2(2) of the Code of Ordinances to Part I of the District Scheme.

Type of Use	Front Yards Minimum Depth in metres	Rear Yards Minimum Depth in metres	Side Yards Minimum Width in metres
Residential and Residential Accessory buildings	7.5 m.	7.5 m.	1.5 m. & 3 m.
Farm Accessory Buildings:			
(a) Workshops, Implement Shed and Grain Storage Shed	12 m.	6 m.	6 m.
(b) Milking Sheds, Milk or Cream Storage Sheds and associated stockyards	18 m.	6 m.	6 m.
(c) Shearing Sheds	12 m.	6 m.	6 m.
(d) Hay Sheds	12 m.	12 m.	12 m.
(e) Animal Housing and Feeding Sheds and Commercial Poultry Houses	12 m.	12 m.	12 m.

Provided that in the case of a corner site no building shall be erected forward of a straight line drawn between points (15 metres) from the corner of each road to which that site has frontage.

Conditional Uses: The yard, height and location requirements for conditional uses shall collectively provide the same general standards as those specified for predominant uses.

SITE PLAN



- (1) Identify buildings shown on plan
- (2) Show distances of proposed building from nearest buildings and boundaries - (Roadside and/or rear boundaries)

ELLESMERE COUNTY COUNCIL
BUILDING PERMIT APPLICATION

To: The County Engineer,
Ellesmere County Council,
Post Office Box 2,
LEESTON.

Sir,

I hereby apply for permission to erect/alter/install a Toilet
at No. _____ street Hester
according to site plans and detailed plans, elevations, cross-sections, and
specifications of building deposited herewith in duplicate (metric dimensions)

PARTICULARS OF LAND (Details on rate demand)

Valuation Reference: 2410 1142
Owner: Ellesmere Motor Racing Club
Address: 67/6 B. G. Bishop Southbridge A. D. 3
Lot: _____ D.P.: PT 855 9000 R.S. _____
Block: _____ Survey District: SOUTHBRIDGE Area: _____

PARTICULARS OF BUILDING

Foundation: concrete Floor: concrete
Walls: Block - Iron Roof: Iron
Purpose for which building to be used: Toilet
Builder: M. Ball Address: Leeston
Floor Area M² _____ P.O. Box

Including the area of each floor for buildings of more than single storey:

Building Estimated Value:
(Not including Drainage & Plumbing) \$ 1000-00 Fee: Scale on back of form
Drainage & Plumbing Value:
(Sanitary Work) \$ 500-00 Fee: Scale on Application form
Total Estimated Value \$ 1500-00 Levy: \$1.00 per \$1,000 or
part thereof for Total
Estimated Values of
\$3,000 or more.

Owner/Builder: A.G. Bishop Address: A

Date: _____ Telephone No: _____

FEES PAYABLE

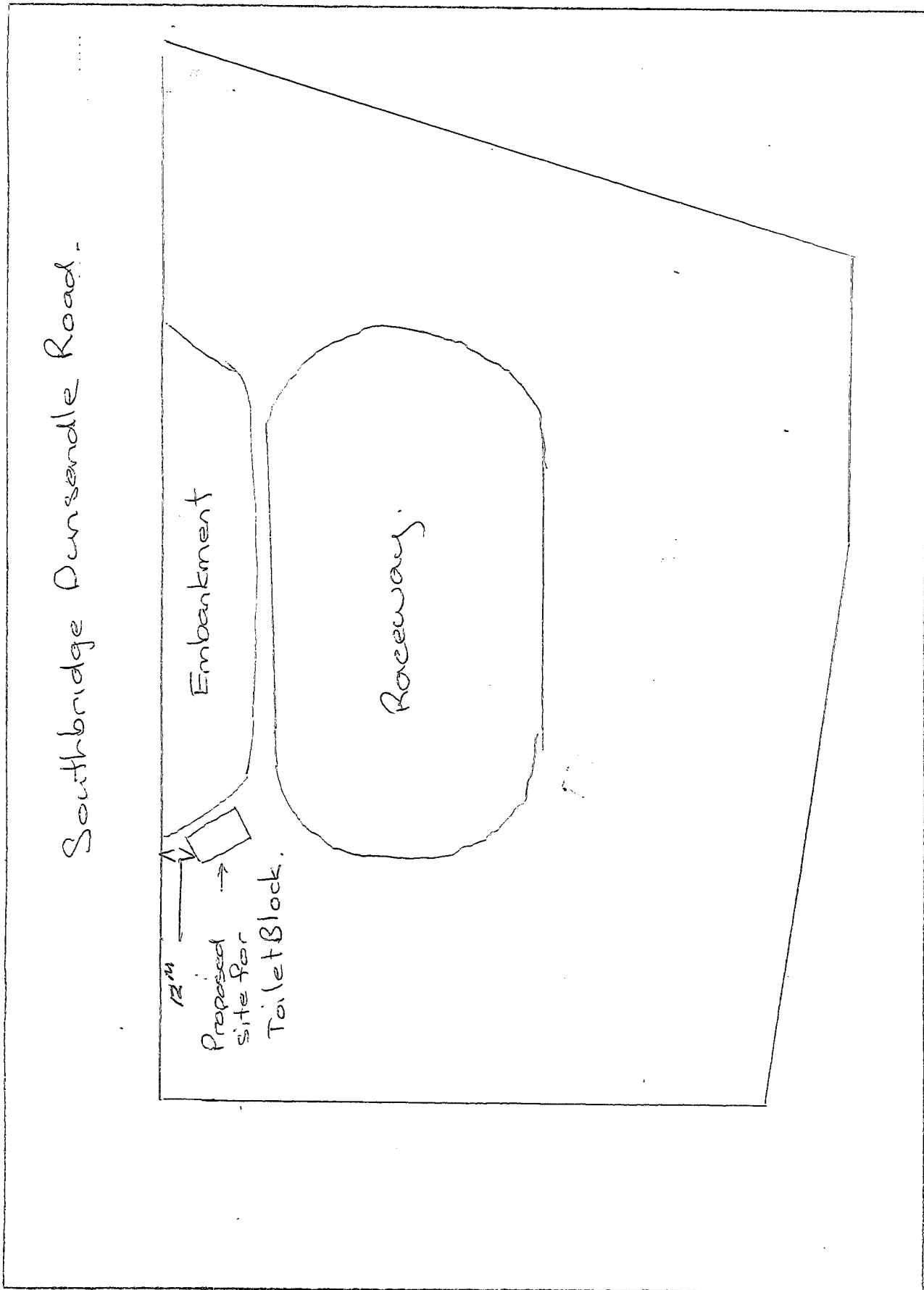
	<u>Amount</u>	<u>Receipt No</u>	<u>Date</u>
Building Permit (See Scale over)	\$ <u>10-00</u>	<u>4846</u>	<u>2-2-83</u>
Building Research Levy	\$ _____	_____	_____
Drainage and Plumbing	\$ _____	_____	_____
Water Connection	\$ _____	_____	_____
Footpath Maintenance Bond	\$ _____	_____	_____
Channel Crossing fee	\$ _____	_____	_____
.....	\$ _____	_____	_____
<u>TOTAL</u>	\$ <u>10-00</u>	_____	_____

Deposited with application

Plans (Metric)
Specifications (Metric)
Site plans (Metric)
Drainage and Plumbing Application

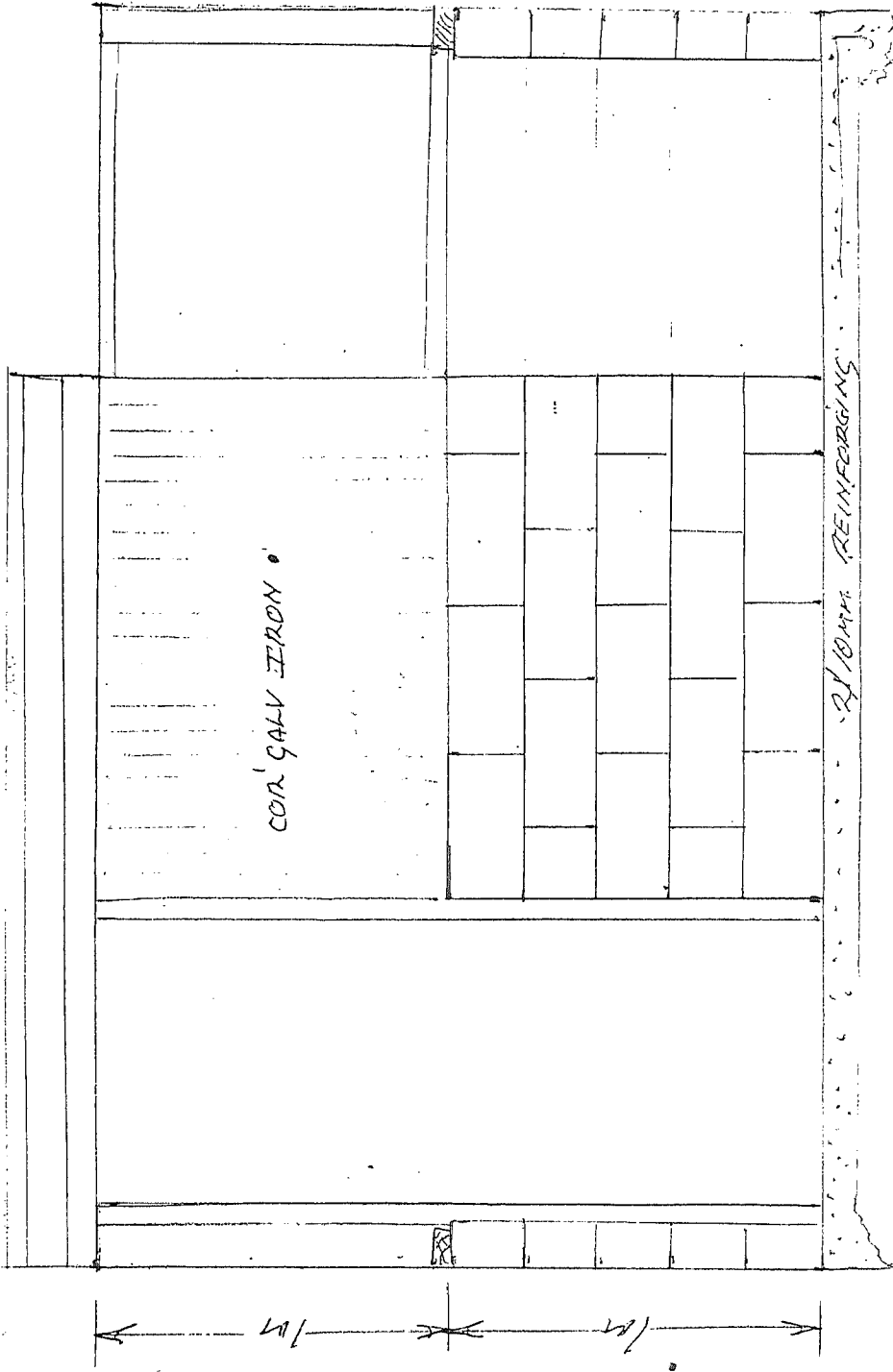
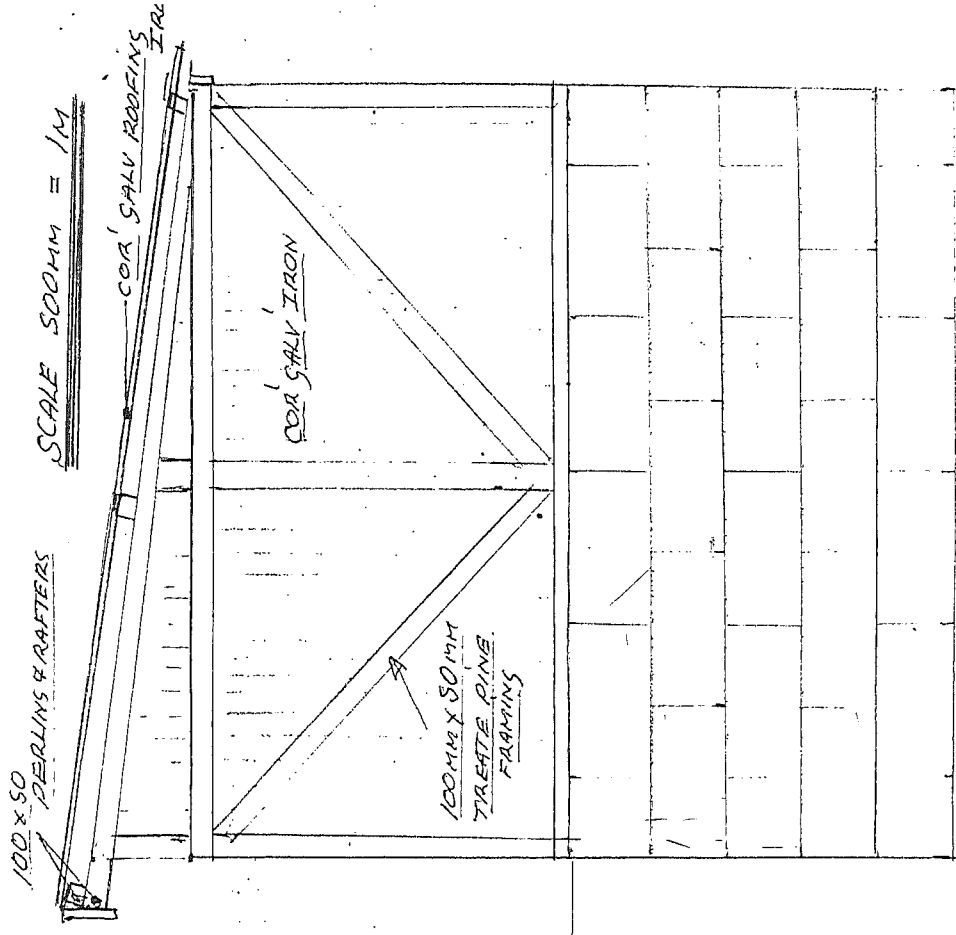
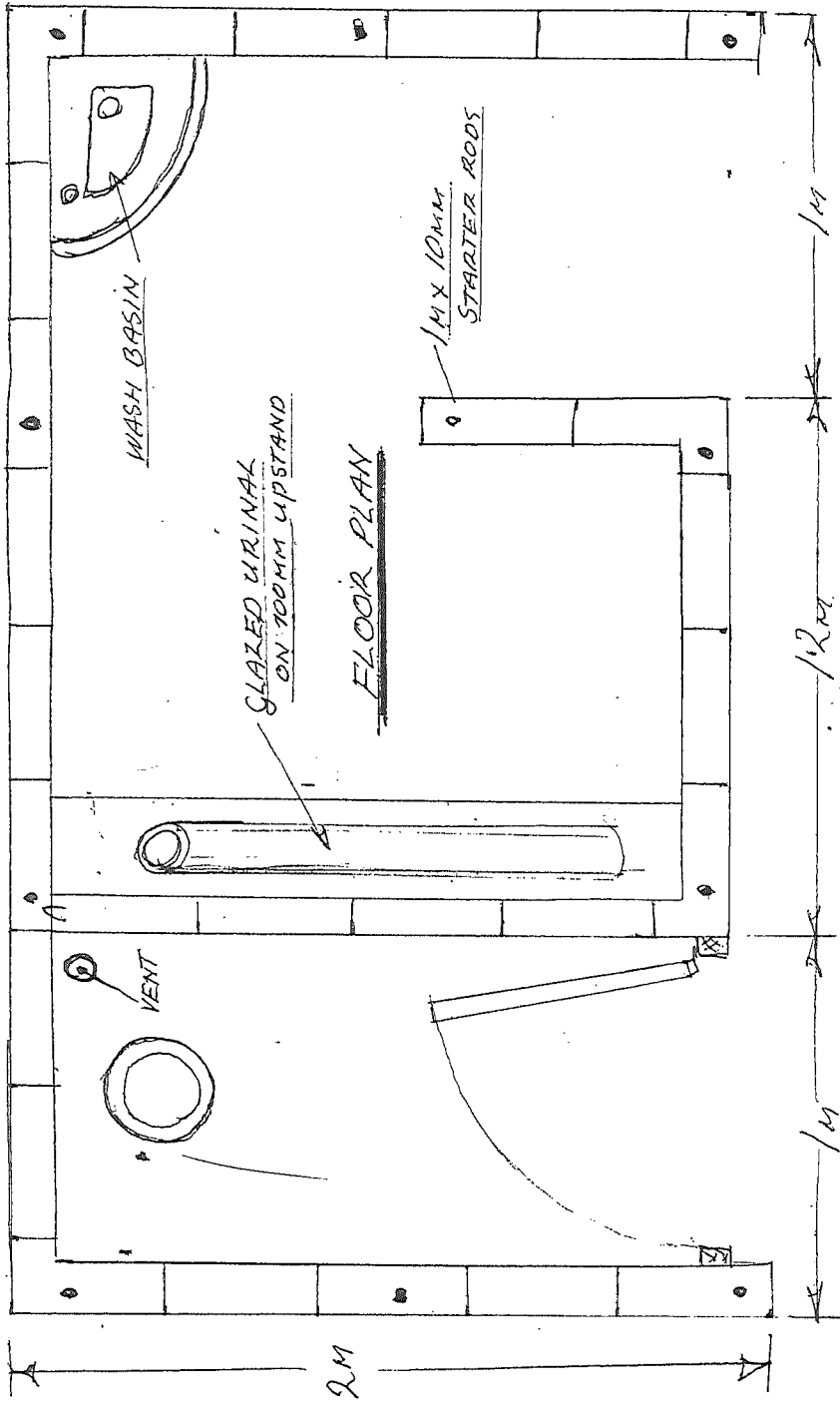
Application No: B-D
Planning Approval: OK 1/26 21-2-83
Permit No.: 4130AD
Date Issued.: 8-3-83

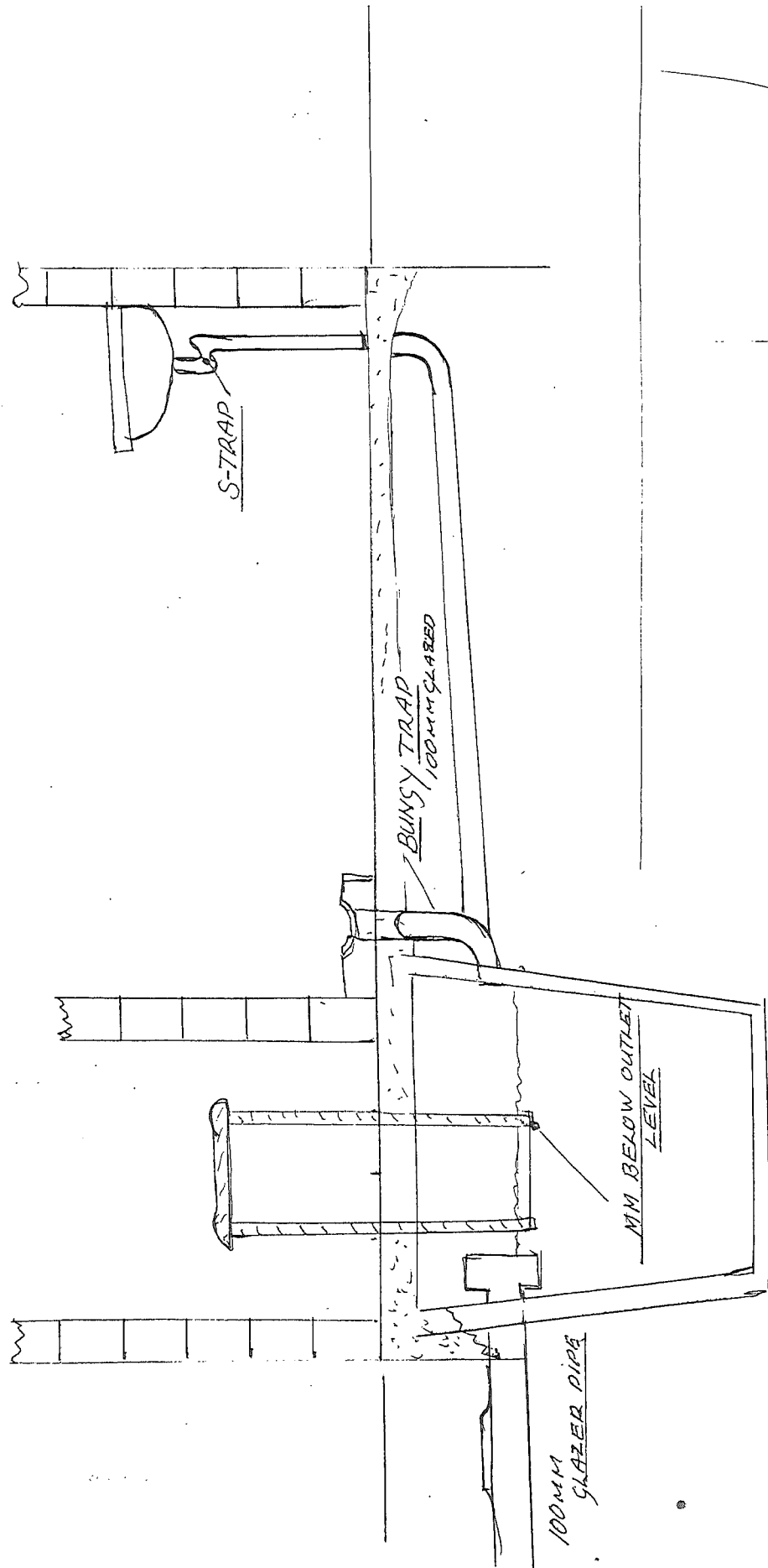
SITE PLAN



- (1) Identify buildings shown on plan
- (2) Show distances of proposed building from nearest buildings and boundaries - (Roadside and/or rear boundaries)

ELLESMERE MOTOR RACING CLUB
PROPOSED
COMPETITORS TOILET BLOCK





ELLESMERE COUNTY COUNCIL
BUILDING PERMIT APPLICATION

The County Engineer,
Ellesmere County Council,
Post Office Box 2,
LEESTON.

Sir,

I hereby apply for permission to erect/~~alter~~/~~install~~ a TOILET BLOCK
at No. SOUTHBRIDGE DUNBARDEE RD street
according to site plans and detailed plans, elevations, cross-sections, and
specifications of building deposited herewith in duplicate (metric dimensions)

PARTICULARS OF LAND (Details on rate demand)

Valuation Reference: 24101142
Owner: ELLESMERE DOMAIN BOARD, LANDS & SURVEY
Address: _____
Lot: 1 D.P.: PT RES 1630 R.S. 125 DTRES OF 1630
Block: 1 Survey District: SOUTHBRIDGE Area: _____

PARTICULARS OF BUILDING

Foundation: REINFORCED CONCRETE Floor: CONCRETE
Walls: 6" BLOCK Roof: CORR' IRON
Purpose for which building to be used: DUAL TOILETS
Builder: ELLESMERE MOTOR RACING CLUB Address: 60 G. M. CLAUSEN
Floor Area M² AS PER ECC PLAN NO 125 HIGH ST, LEESTON

Including the area of each floor for buildings of more than single storey:

Building Estimated Value:
(Not including Drainage & Plumbing) \$ 1,100 - Fee: Scale on back of form
Drainage & Plumbing Value:
(Sanitary Work) \$ 500 - Fee: Scale on Application form
Total Estimated Value \$ 1,600 Levy: \$1.00 per \$1,000 or
part thereof for Total
Estimated Values of
\$3,000 or more.

Owner/Builder: ELLESMERE MOTOR RACING CLUB Address: 60 G. M. CLAUSEN
SUPERVISED BY P. PARCELL HIGH ST, LEESTON

Date: _____ Telephone No: 454 717

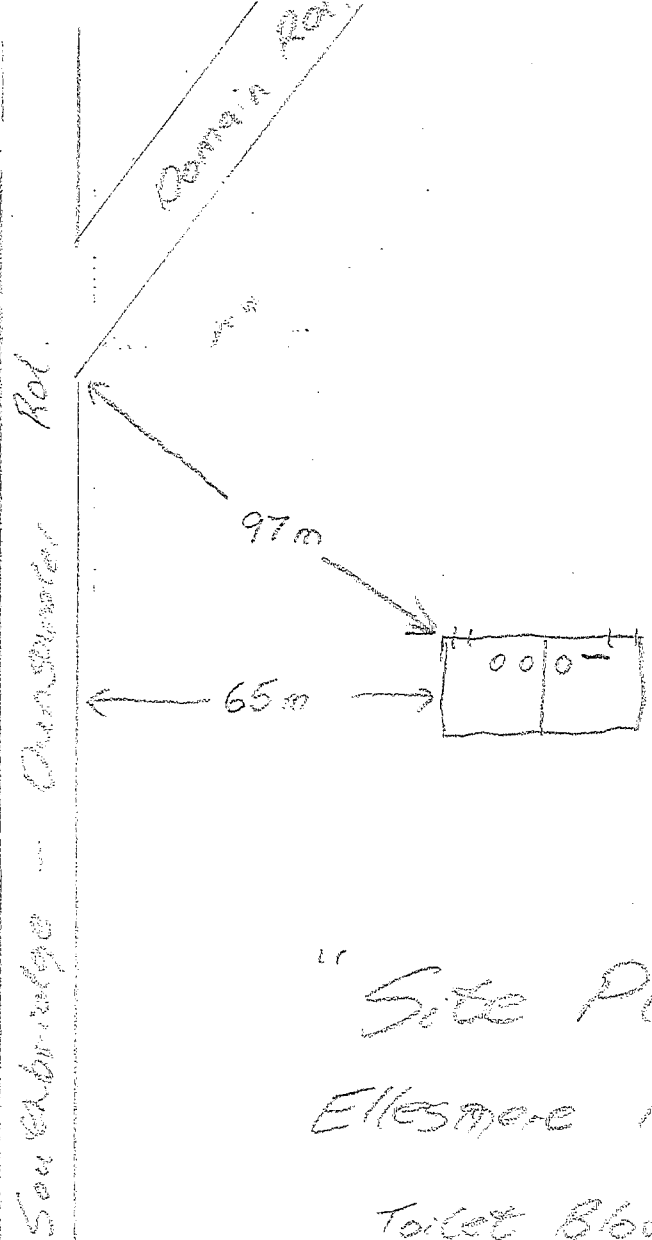
FEES PAYABLE

	<u>Amount</u>	<u>Receipt No</u>	<u>Date</u>
Building Permit (See Scale over)	\$ <u>25-00</u>	<u>4476</u>	<u>15-11-82</u>
Building Research Levy	\$ _____	_____	_____
Drainage and Plumbing	\$ <u>15-00</u>	<u>4476</u>	<u>15-11-82</u>
Water Connection	\$ _____	_____	_____
Footpath Maintenance Bond	\$ _____	_____	_____
Channel Crossing fee	\$ _____	_____	_____
.....	\$ _____	_____	_____
<u>TOTAL</u>	\$ _____	_____	_____

Deposited with application

Plans (Metric)
Specifications (Metric)
Site plans (Metric)
Drainage and Plumbing Application

Application No: B.P.
Planning Approval: OKIA 15-11-82
Permit No.: A62943
Date Issued: 22-11-82



"Site Plan"

Ellesmere Motor Racing Club

Toilet Block on Pt-Res 1630
E.C.C. Plan No 125
(As Erected at Chamberlains Forest.)

ELLESMERE COUNTY COUNCIL

Application for Drainage and/or Plumbing Permit

To: The Engineer,
Ellesmere County Council,
LEESTON.

DATE: 1-11-82

I hereby apply for a permit to install 2 TOILET BLOCKS WITH
SEPTIC TANK & SOAK PIT. (SAME AS E.C.C. PLAN NO 125, CHAMBERLAIN'S ROAD)
(describe work to be done plumbing, drainage, septic tank etc)

Right to Discharge No. _____ Copy attached.

For Ellesmere Motor Racing Club
(Name of person or property)

of SOUTHBRIDGE, DUNSANDEL ROAD
(address of property on which work is to be done)

and advise that the following persons will carry out the work.

Registered Plumber: P. PURCELL

Address: 23 DOWTNEY ST, LEESTON

Registered Drainlayer: P. PURCELL

Address: 23 DOWTNEY ST, LEESTON

Value (based on labour cost) of completed work:

Drainage: ~~\$400.00~~ GIFTED 400.00

Plumbing: ~~\$400~~ GIFTED 400.00

Total \$400.00

Permit Fee Payable \$ _____

Signed: [Signature]
(Permit Applicant)

1 Application for two jobs. Postal Address: P.O. BOX 4
DOYLESTON

FOR OFFICE USE ONLY

Assessment No. 2410/142 Property Description: Lot 1 Ros/630

Permit No.: 2570 D. B/K 1 Southbridge

Drainage and Plumbing Fee: \$15.00 Receipt No. 4476 Date: 10-11-82

Road Opening Fee: ~~\$50.00~~ \$15.00 Receipt No. 7846 Date: 28-2-83

Scale of Fees

If cost of labour is less than \$100	\$ 5.00
If cost of labour is \$100 or less than \$200	\$10.00
If cost of labour is \$200 or less than \$400	\$15.00
If cost of labour is \$400 or less than \$600	\$20.00
If cost of labour is \$600 or less than \$1,000	\$25.00
Plus \$2 for every \$100 or part thereof in excess of \$1,000	

In any dispute the Engineer shall determine the value of the work in accordance with Regulation 87(7) of the Drainage and Plumbing Regulations, 1978.

Approval of Completed Work

Mr _____ Date _____

Dear Sir,
This is to inform you that the drainage and/or plumbing work done by you at

Mr _____
(owners name and address)

has been inspected, plans taken where necessary and approved.

Yours faithfully

(under Drainage and Plumbing regulations) Engineer

ELLESMERE COUNTY COUNCIL

BUILDING PERMIT APPLICATION

TO: The County Engineer,
Ellesmere County Council,
P.O. Box 2,
LEESTON.

Sir,

I hereby apply for permission to ~~erect/alter~~ install a Building
EMRC at No. _____ Street, _____
according to site plans and detailed plans, elevations, cross-sections, and
specifications of building deposited herewith in duplicate (metric dimensions).

PARTICULARS OF LAND (Details on rate demand)

Valuation Reference: 2410/142/1
Owner: Elles. M.Y. Rue Club (Elles. Res. Assoc. owned)
Address: _____
Lot: _____ D.P. P2 Reserve 1630
Block: 1 Survey District: Southridge Area: 5.678 hectares

PARTICULARS OF BUILDING

Foundation: Piles Floor: Chip Board
Walls: weather Board Roof: Iron
Purpose for which building to be used: Shop
Builder: EMRC Address: PO BOX 38
LEESTON
Floor Area m² 65
Including the area of each floor for
buildings of more than single storey.

BUILDING ESTIMATED VALUE: (Not including Drainage & Plumbing) \$ 3500 Fee: Scale on back of form
DRAINAGE & PLUMBING VALUE: (Sanitary Work) \$ _____ Fee: Scale on Application form
TOTAL ESTIMATED VALUE: \$ _____ Levy: \$1.00 per \$1,000 or part thereof for Total Estimated Values of \$10,000 or more.
Owner/Builder: EMRC Address: PO BOX 38
LEESTON
Date: 15-12-87 Telephone No. LSN 585

FEES PAYABLE

	FEE	G.S.T.	TOTAL	REC. NO.	DATE
Building Permit (See Scale over)	35-00	3-50	38-50	11303	16-3-89
Building Research Levy					
Drainage and Plumbing					
Water Connection					
Footpath Maintenance Bond					
Channel Crossing Fee					

TOTAL \$ 38-50 G.S.T. included

Deposited with Application

Plans (metric)
Specifications (metric)
Site Plans (metric)
Drainage and Plumbing Application

Application No. _____
Planning Approval 11/15/16.3.88
Permit No. _____
Date Issued: _____

ELLESMERE COUNTY COUNCIL
SCHEDULE OF BUILDING PERMIT FEES

<u>Estimated Value of Building Work</u>		<u>Permit fees</u>
<u>Over</u>	<u>Not Exceeding</u>	
\$	\$	\$
0	1,000	18.00
1,000	1,500	20.00
1,500	2,000	25.00
2,000	3,000	30.00
3,000	4,000	35.00
4,000	5,000	40.00
5,000	6,000	45.00
6,000	8,000	55.00
8,000	10,000	70.00
10,000	15,000	100.00
15,000	20,000	125.00
20,000	30,000	150.00
30,000	40,000	200.00
40,000	50,000	250.00
50,000	60,000	300.00
60,000	70,000	350.00
70,000	80,000	400.00
80,000	90,000	450.00
90,000	100,000	500.00
100,000	150,000	600.00
150,000	200,000	700.00
200,000	250,000	800.00
250,000	300,000	900.00
300,000	350,000	1,000.00
350,000	400,000	1,100.00
400,000	450,000	1,200.00
450,000	500,000	1,300.00

BUILDING RESEARCH LEVY
Every building valued at
10,000 or more incurs a
liability for the levy
payment of \$1.00 in each
\$1,000 (or part thereof)
of the whole value e.g. a
building valued at \$10,300
incurs a levy of \$ 11.00

From 500,001 to \$1,000,000 \$1.00 per \$1,000 thereafter 50¢ per \$1,000.
In any dispute the Engineer shall determine the value of the work in accordance with
Clause 2.13.

APPLYING FOR A PERMIT

Floor Areas

The area of each floor in buildings of more than single storey must be entered.
For site coverage only the area of the ground floor is computed. In accessory
buildings the floor area is for computing permissible floor area.

Proposed Use

The proposed use of every building or part of a building must be clearly indicated:
e.g. private car garage, private storage shed, ownership flats, leasehold shop etc.

Stormwater Disposal

An approved method of stormwater disposal must be provided to all buildings and must
be fixed before occupation of the building.

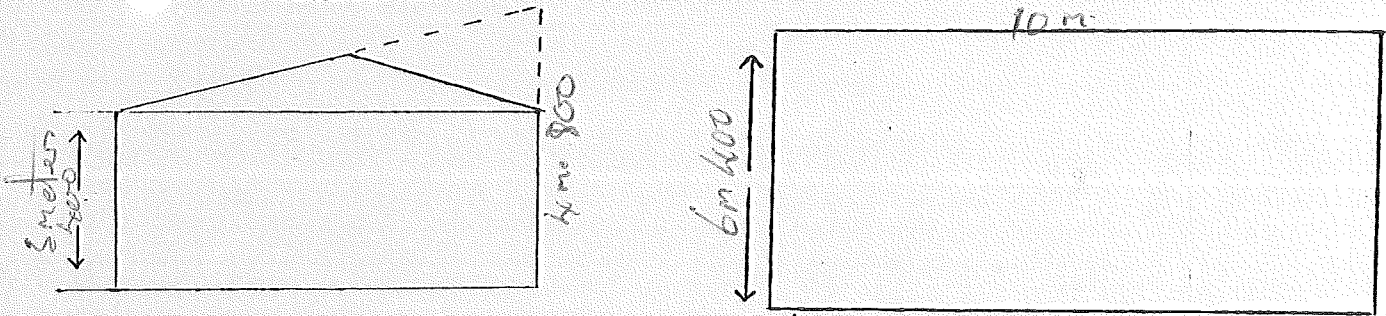
Drainage and Plumbing

Where drainage and plumbing work is incorporated with any building work the permits
must be uplifted at the same time.

ELLESMERE COUNTY COUNCIL

PROPOSED _____ for Mr/Mrs _____

TO BE ERECTED AT _____



Front Elevation - PLEASE SHOW SITE PLAN OVERLEAF: ← floor plan →

SPECIFICATIONS: Foundation/Reinforcing Piles in Concrete

- Floor Chip Board:
- Poles/Studs 100x50 at 600 centres.
- Trusses/Rafters 100-75: at 1200 centres.
- Purlins 100x50: at 800 centres.
- Girts _____ at _____ centres.
- Roof Covering Zinc:
- Wall Covering Weather-Board:

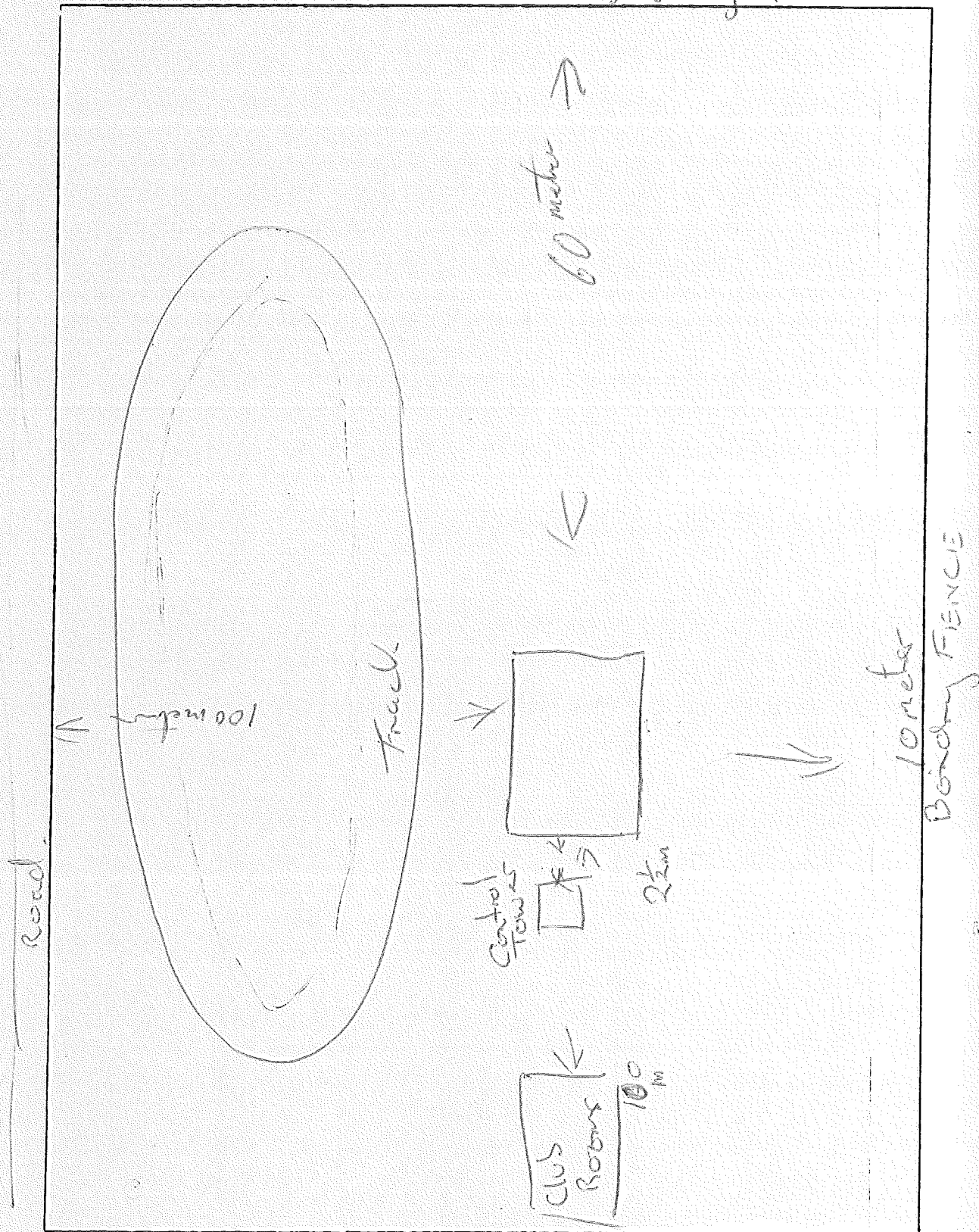
- NOTE:
- (1) Packing or Car Cases are not permitted as buildings.
 - (2) Spouting, Downpipes and satisfactory stormwater disposal to be provided.
 - (3) Rural Zones - Minimum Distances for predominant uses.

Type of Use	Front Yards Minimum Depth in metres	Rear Yards Minimum Depth in metres	Side Yards Minimum Depth in metres
Residential and Residential Accessory buildings:	7.5 m.	7.5 m.	1.5 m. & 3 m.
Farm Accessory Buildings:			
(a) Workshop, Implement Shed and Grain Storage Shed	12 m.	6 m.	6 m.
(b) Milking Sheds, Milk or Cream Storage Sheds and associated stockyards	18 m.	6 m.	6 m.
(c) Shearing Sheds	12 m.	6 m.	6 m.
(d) Hay Sheds	12 m.	12 m.	12 m.
(e) Animal Housing and Feeding Sheds and Commercial Poultry Houses	12 m.	12 m.	12 m.

Provided that in the case of a corner site no building shall be erected forward of a straight line drawn between points (15 metres) from the corner of each road to which that site has access.

SITE PLAN

Boundary fences



- (1) Identify buildings shown on plan
- (2) Show distances of proposed building from nearest buildings and boundaries - (Roadside and/or rear boundaries)

ELLESMERE COUNTY COUNCIL

SOLID FUEL HEATER INSTALLATION PERMIT APPLICATION

TO: The County Engineer,
Ellesmere County Council,
Post Office Box 2,
LEESTON.

Sir,

I hereby apply for permission to install a Port Belly stove
heater at No. Ellesmere Motor Racing Street
Cats Road
according to plans and specification deposited herewith in duplicate.

PARTICULARS OF LAND (DETAILED ON RATE DEMAND)

Valuation Reference: 24 10 1 142 / 1
Owner: Ellesmere Motor Racing Club
Address: 10 S.F. Bend Wadys Road RD 3 Leeston
Lot: _____ D.P.: _____ R.S.: PT Res. 1630
Block: I Survey District: Southgate Area: 5.678 hectares

PARTICULARS OF INSTALLATION

Type of Floor: Concrete Hearth Size: 1.220 x 1.220
Type of Flue: _____ Type of Heat Shielding: Brick Board
Installer: Ellesmere motor racing club Address: 15 Pultney St (184 Mill)
LEESTON
Telephone: LSN 585
or LSN 623

PLEASE NOTE: Please fill in details on back of this form accurately in order
for the application to be processed without delay to the
applicant.

FEE PAYABLE

Permit Fee: \$15.00

Receipt No: 6303

Date: 4.7.86

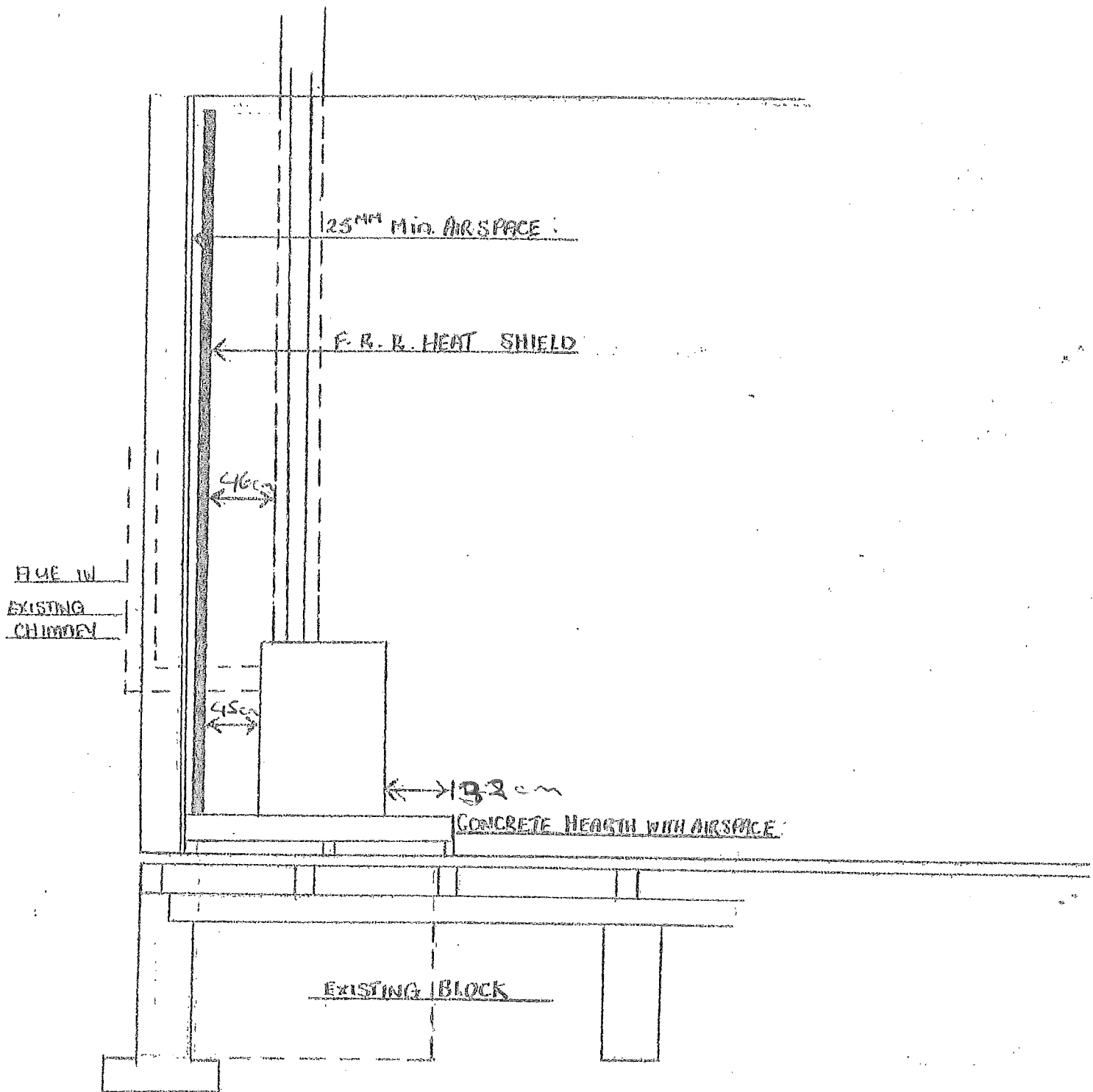
DEPOSITED WITH APPLICATION

Plans
Specifications

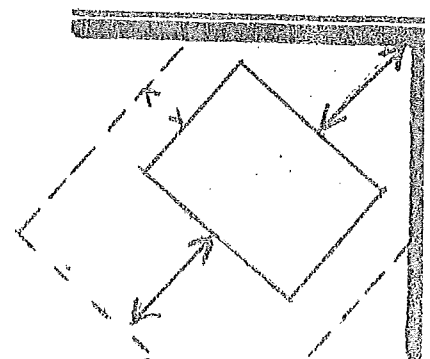
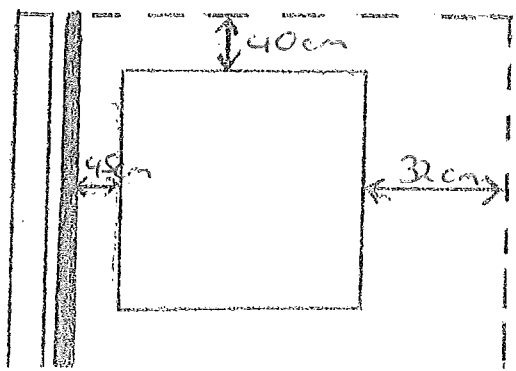
Application No: BP

Permit No: 2035482

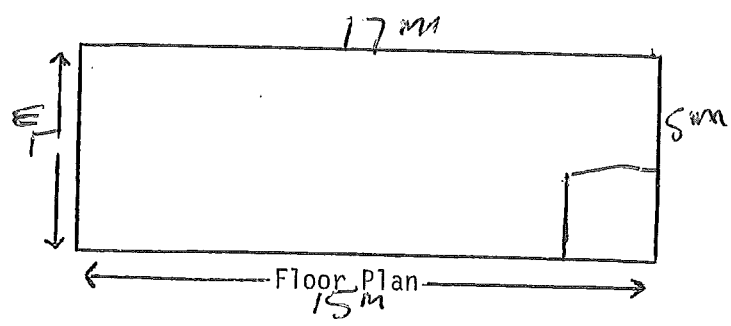
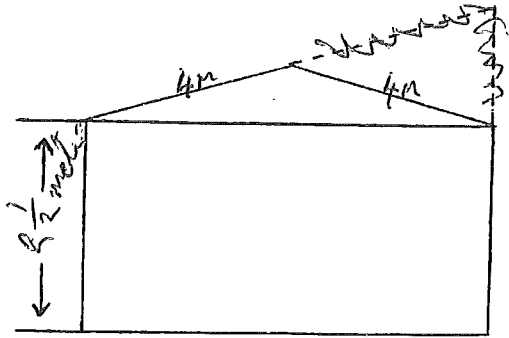
Date Issued: 7-7-86



PLEASE NOTE: Each Model of heater have different requirements, please indicate on plan distance from wall with heater and flue. Also hearth clearance on front and sides of heater.



PROPOSED _____ for Mr/Mrs _____
 TO BE ERECTED AT _____



Front Elevation - PLEASE SHOW SITE PLAN OVERLEAF:

SPECIFICATIONS: Foundation wooden Piles
 Reinforcing _____
 (Required for concrete block building)
 Floor Ply wood
 Studs 100 x 50 at 400 centres.
 Girts _____ at _____ centres.
 Rafters 100 x 50 at 600 centres.
 Purlins 100 x 50 at _____ centres.
 Trimmer _____
 Roof Covering Iron
 Wall Covering Iron weather Board

NOTE:

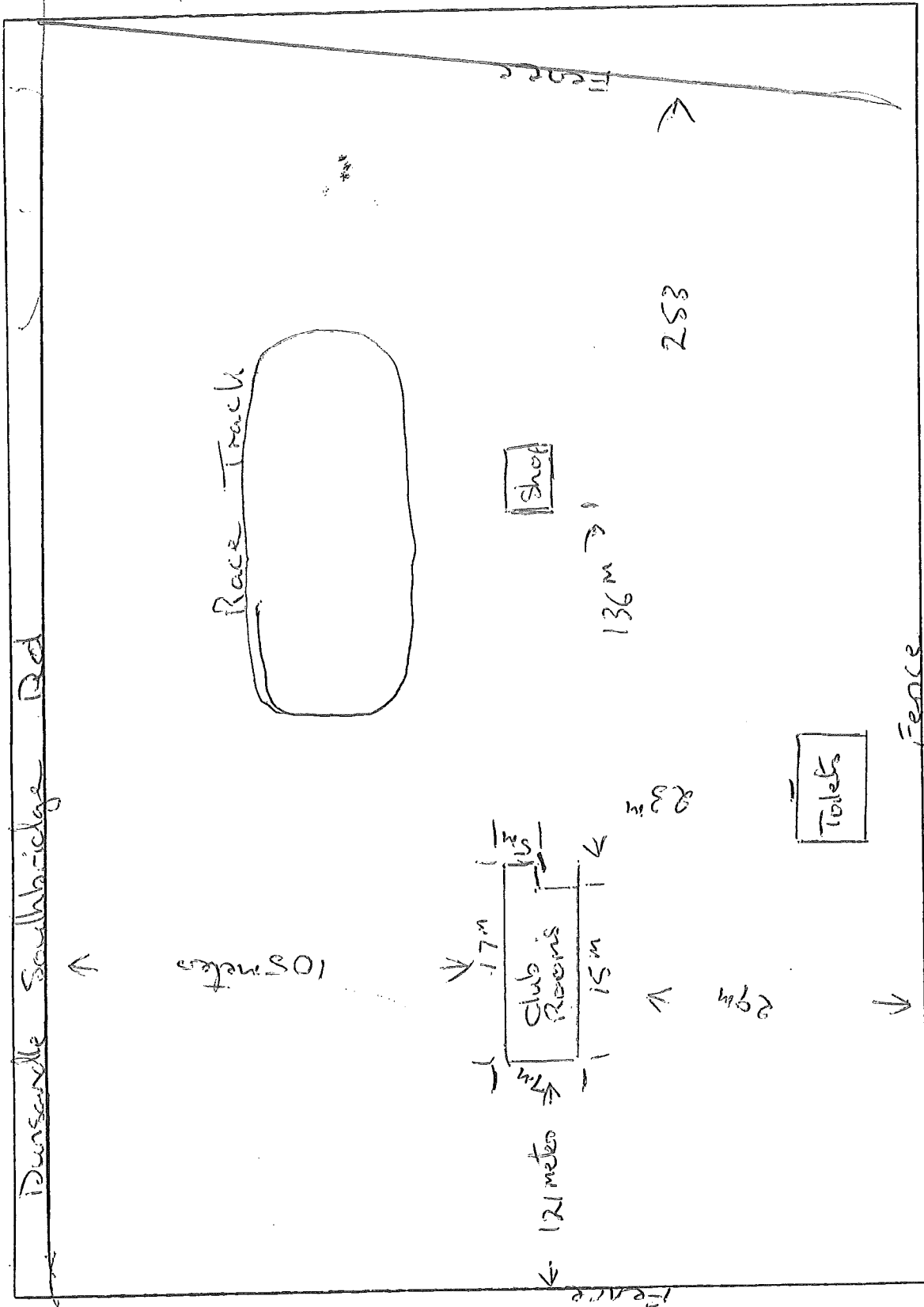
- (1) Packing or Car Cases are not permitted as buildings.
- (2) Spouting, Downpipes and satisfactory stormwater disposal to be provided.
- (3) Rural Zones - Minimum Distances in metres.
Predominant Uses - The following shall be the yard, height and location requirements for predominant uses. For exceptions to these requirements see Ordinance 6.2(2) of the Code of Ordinances to Part I of the District Scheme.

Type of Use	Front Yards Minimum Depth in metres	Rear Yards Minimum Depth in metres	Side Yards Minimum Width in metres
Residential and Residential Accessory buildings	7.5 m.	7.5 m.	1.5 m. & 3 m.
Farm Accessory Buildings:			
(a) Workshops, Implement Shed and Grain Storage Shed	12 m.	6 m.	6 m.
(b) Milking Sheds, Milk or Cream Storage Sheds and associated stockyards	18 m.	6 m.	6 m.
(c) Shearing Sheds	12 m.	6 m.	6 m.
(d) Hay Sheds	12 m.	12 m.	12 m.
(e) Animal Housing and Feeding Sheds and Commercial Poultry Houses	12 m.	12 m.	12 m.

Provided that in the case of a corner site no building shall be erected forward of a straight line drawn between points (15 metres) from the corner of each road to which that site has frontage.

Conditional Uses: The yard, height and location requirements for conditional uses shall collectively provide the same general standards as those specified for predominant uses.

SITE PLAN



- (1) Identify buildings shown on plan
- (2) Show distances of proposed building from nearest buildings and boundaries - (Roadside and/or rear boundaries)

Form 7

Code compliance certificate

Section 95, Building Act 2004

The building

Street address of building: 38 Southbridge Dunsandel Road , Leeston
Legal description of land where building is located: L36206 PT RES 1630 BLK
Building name: Ellesmere Motor Racing Club
Location of building within site/block number: 38 Southbridge Dunsandel Road
Leeston
Level/unit number: N/A
Current, lawfully established, use: 5.0.1 Commercial
Year first constructed: 2018

The owner

Name of owner: Selwyn District Council
Contact person: Bridget Roxburgh - Ellesmere Motor Racing Club
Mailing address: 35 Hasting Street, Southbridge
Street address/registered office: N/A
Phone number: Landline: N/A Mobile: 0272277617
Daytime: Landline: N/A Mobile: 0272277617
After hours: Landline: N/A Mobile: 0272277617
Facsimile number: No information provided
Email address: bridget@equus.co.nz
Website: No information provided
First point of contact for communications with the council/building consent authority:

Building work

Building consent number: BC182242
Description: Commercial Toilet Block
Issued by: Selwyn District Council

Code compliance

The building consent authority named below is satisfied, on reasonable grounds, that - the building work complies with the building consent.

Signature: Carl Petersen

Position: Building Control Officer

On behalf of: Selwyn District Council

Date: 28 February 2020



HIGH STREET, LEESTON
PRIVATE BAG 1, LEESTON
PH: (03) 324-8080 FAX: (03) 324-3531

REF No.....

Code Compliance Certificate

R413731

Section 43(3), Building Act 1991

APPLICANT

ELLESMERE MOTOR RACING CLUB
P O BOX 24003
LINWOOD
CHRISTCHURCH 2

Issue date 29/08/00

Project

Description	New Construction Being Stage 1 of an intended 1 Stages FIRST AID ROOM
Intended Life	Specified as 50 years
Intended Use	FIRST AID ROOM
Estimated Value	\$6,500
Location	TRAMWAY RD, LEESTON
Legal Description	L36206 PT RES 1630 BLK I SOUTHBRIDGE SD
Valuation No.	2410014201

This is a final Code Compliance Certificate issued in respect of all the building work under the above building consent.

Signed for and on behalf of the Council:

Name:

Date: August 29, 2000

SERVICE CENTRES:

LEESTON
HIGH STREET, LEESTON
PH: (03) 324-8080

DARFIELD
SOUTH TERRACE, DARFIELD
PH: (03) 318-8416

LINCOLN
GERALD STREET, LINCOLN
PH: (03) 325-3288

ROLLESTON COMMUNITY CENTRE
ROLLESTON DRIVE, ROLLESTON
PH: (03) 347-9669



BUILDING CONSENT NO.: R413731
Section 35, Building Act 1991

Project Information Memorandum No.: R413731

APPLICANT	PROJECT
<p>Name: CHRISTCHURCH T Q CLUB Address: C/- K LOW 8 HINEMOA ST CHRISTCHURCH 2 Contact: CHRISTCHURCH T Q CLUB</p> <p>Phone: Fax: Application Received: 23-03-95</p>	<p>New or relocated building.....X Alteration..... Intended use(s): FIRST AID ROOM</p> <p>Intended life: Specified as 50 years X</p> <p>Demolition.....</p> <p>Being stage 1 of an intended 1 stage</p> <p>Estimated value (incl GST): \$6,500</p>
<p align="center">COUNCIL CHARGES</p> <p>The issue of this building consent is subject to the payment by the applicant of the costs incurred by Council up to the time of issue. A Statement and Invoice will be forwarded to cover these charges.</p> <p>Further Costs will be incurred from Inspections and travel necessary to confirm the adequacy of the work and for issue of the Code Compliance Certificate following satisfactory completion of the job. These charges will be invoiced after the final inspection has been carried out.</p>	<p align="center">PROJECT LOCATION</p> <p>Street address: DUNSANDEL SOUTHBRIDGE ROAD</p> <p>Legal description: PT RES 1630 BLK I SOUTHBRIDGE SD</p> <p>Valuation No: 24100-142-01</p>

This building consent is a consent under the Building Act 1991 to undertake building work in accordance with the attached plans and specifications so as to comply with the provisions of the building code. It does not affect any duty or responsibility under any other Act nor permit any breach of any other Act.

This building consent is issued subject to the conditions specified in the attached page headed "Conditions of Building Consent No. R413731".

Signed for and on behalf of the Council:

Name: *[Signature]*
 Position: *Senior Inspector*

Date: *3-4-95*

CONDITIONS OF BUILDING CONSENT NO. R413731

BUILDERS-PLEASE NOTE: in terms of the Building Act, you are required to give:

- (a) At least 2 working days notice of the intended commencement of construction:
- (b) At least 1 working day's notice of the covering up or closing in of any-
 - (i) Drainage, plumbing, gas fitting, or electrical work:
 - (ii) Excavation for a foundation:
 - (iii) Reinforcing steel for a foundation:
 - (iv) Timber required to have a specified moisture content:
 - (v) Any other building work in respect of which such notice is required as a condition of the building consent.

Builders and applicants for building consents are advised that it is necessary to provide construction workers on site with readily accessible toilet facilities. Failure to meet this request will result in Council taking action under the Health Act against any person identified as responsible for creating insanitary conditions.

This Building Consent is issued subject to any condition or requirement set out in the associated Project Information Memorandum.

- 1 This consent does not authorise any sanitary plumbing work.

PIM INFORMATION

FILE

TO: Project Information Memorandum Co-ordinator

FROM: Kieran O'Boyle, Environmental Health Officer

Applicant: Christchurch T.Q. Club

Consent No: R413731

Site Address: Tramway Road, Leeston

Legal Description: Pt RS 1630

Valuation No: 2410014201

Proposal: Erect a first aid room.

Comments:

All aspects of the building proposal not conforming with the New Zealand Building Code must be the subject of specific Producer Statements.

Other Authorisations:

No other health related authorisations required.

Signed:

28 March 1995

Code Compliance Certificate**110591****Section 95, Building Act 2004****The Owner**

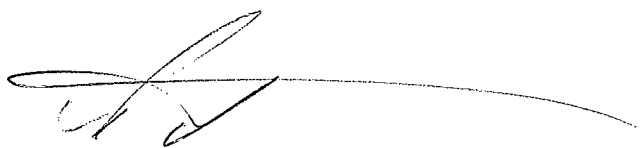
Name of Owner:	Conservation Department-L36206 & DOC
Mailing address:	Private Bag, Christchurch 7642
Street address/registered office:	
Phone number:	
Landline:	Daytime: 324 2406
Mobile:	After hours:
Facsimile number:	
Email address:	
Website:	

The Building Work

Street Address of Building:	SOUTHBRIDGE DUNSANDEL ROAD, LEESTON	
Legal Description of land where building is located:	L36206 PT RES 1630 BLK I SOUTHBRIDGE SD	
Valuation Number:	2410014201	
Current lawfully established use:	OUTBUILDING	
Type of work:	FARM BUILDING	
Estimated Value:	\$14,000	
Location of building within site/block number:		
Building Name:	Year Construction Commenced:	2011

Code Compliance Certificate:

The Building Consent Authority named above is satisfied on reasonable grounds, that the Building work complies with the Building Consent

FILE COPY

George Cuthbert
Selwyn District Council Building Consent Authority Signatory

Issue Date: 25/07/13

Building Consent 110591

This building consent is subject to the following Conditions.

Selwyn District Council Building Consent Authority Officers will carry out the following inspections:

Foundations

- ✓ Excavation for foundations including ground bearing capacity.
Pole hole excavations.

Practical Completion

Structural framing and fixings.

Advice Notes:-

When the final inspection has been carried out and all building work approved, the Code Compliance Certificate can be applied for (The Code Compliance Certificate is invoiced separately with any additional costs if applicable).

Compliance schedule

A compliance schedule is not required for this project.

Attachments

Copies of the following documents are attached to this building consent:
Nil

Other Approvals Required

The following other approvals/authorisations are required:
None known

Signature



24 JUN 2011
Date of Issue/Granting

Jenny Lilley

Consent Processing Officer

On behalf of: Selwyn District Council

Building Consent

110591

Section 51, Building Act 2004

Street address of building:	SOUTHBRIDGE DUNSANDEL ROAD, LEESTON
Legal description:	L36206 PT RES 1630 BLK I SOUTHBRIDGE SD
Valuation number:	2410014201
Rapid number:	
Building name:	
Building location on site:	
Level/unit number:	

Name of Owner:	ELLESMERE MOTOR RACING CLUB
----------------	-----------------------------

Applicant/Agent:	GOLDPINE RAKAIA
Contact person:	STU COTTY
Mailing address:	PO BOX 44, RAKAIA 7743
Street address/registered office:	SOUTH TOWN BELT, RAKAIA
Phone number:	
Landline:	03 302 7291
Mobile:	
Daytime:	
After hours:	
Facsimile number:	03 302 7226
Email address:	
Website:	

The following building work is authorised by this building consent:

Description:	FARM BUILDING
Intended Use:	4 Bay Farm Building for storage of farm machinery, on-habitable - 162sqm
Estimated Value:	\$14,000

This building consent is issued under section 51 of the Building Act 2004. This building consent does not relieve the owner of the building (or proposed building) of any duty or

Building Consent 110591

responsibility under any other Act relating to or affecting the building (or proposed building).

This building consent also does not permit the construction, alteration, demolition, or removal of the building (or proposed building) if that construction, alteration, demolition, or removal would be in breach of any other Act.

This Building consent is invalid unless work has commenced within 12 months from the date of issue (section 52 of Building Act 2004).

A Code Compliance Certificate must be applied for as soon as building work is completed (section 92 of Building Act 2004).

Note:- Where conflict may occur between plan/specification information and/or any other specific instruction in application documentation, the applicant and/or designer is to note that the Schedule confirming the method of compliance with the NZ Building Code will always be the prime default control for Council.

Any amendment to this Approved Building Consent will require approval prior to the work being carried out. This will require an Amended Building Consent application to be made.

Booking Inspections

1. The Building Consent Authority, is to be advised that the work is ready for inspection at least 1 clear working day before that inspection is required. Please note this may not guarantee an inspection at the desired time if an inspector is not available at that time.
2. All inspections are to be booked by phoning 03 347 2839 between the hours of 8:30am and 5:00pm.
3. The complete set of Approved Building Consent documents (including stamped plans and specifications) **MUST** be available on site for the Officer carrying out the inspection. No inspection will be undertaken if the approved documentation is not available.

**ANNEXURE 3:
LETTER FROM MARSHALL DAY ACOUSTICS**

6 June 2019

Ellesmere Motor Racing Club
C/- Roxburgh Developers Ltd
101 High Street
Southbridge 7602

Level 3 69 Cambridge Terrace
PO Box 4071
Christchurch 8140 New Zealand
T: +64 3 365 8455 F: +64 3 365 8477
www.marshallday.com

Attention: Rob Roxburgh

Dear Rob

ELLESMERE RACEWAY - ENVIRONMENTAL NOISE ASSESSMENT

This letter describes the noise monitoring that was conducted at Ellesmere Raceway on 12 May 2019. In line with our brief, the purpose of the assessment is to evaluate noise emissions from a “typical” race meeting at the nearest residential location and compare these to the applicable District Plan noise limits.

This letter provides:

- A description of the racetrack and activities;
- A discussion of the Selwyn District Plan noise limits; and
- Noise levels measured during racing.

A glossary of acoustics terminology is provided in Appendix A.

SITE DESCRIPTION

Ellesmere Speedway is located on Southbridge Dunsandel Road near Leeston. Both the site and the closest residences are zoned *Outer Plains* in the Selwyn District Plan. The site and adjacent dwellings are shown in Figure 1.

Figure 1: Site plan and noise logging location



DISTRICT PLAN

The applicable District Plan noise limits for the site are set out below:

- 9.16.1 *Except as provided in 9.16.3 below, any activity shall be conducted so as to comply with the noise limits and within the time frames stated in the following tables in order to be a permitted activity:*

Table C9.3 – Noise limits assessed at the notional boundary of any dwelling, rest home, hospital, or classroom in any educational facility except where that dwelling, rest home, hospital or classroom is located within a Living zone.

Hours	Noise Limit
7.30am – 8.00pm	60 dBA L ₁₀
	85 dBA L _{max}
8.01pm – 7.29am	45 dBA L ₁₀
	70 dBA L _{max}

Permitted Activities – Other Exemptions

- 9.16.6 **Rule 9.16.1 does not apply** to the following activities:

- 9.16.6.1 **Noise from any motor vehicle** or any mobile machinery (including farm machinery and stationary equipment not fixed to the ground).

As the Speedway will typically operate only during the day, the applicable District Plan permitted activity noise limits are 60 dB L_{A10} and 85 dB L_{Amax} when measured at the notional boundary¹ of any dwelling.

We note that Rule 9.16.6.1 exempts “permitted activity” motor vehicles from compliance with the noise limits. In the analysis below, we have assumed that this exemption does not apply to the Speedway.

The District Plan noise limits generally apply to activities that operate on a continuous basis. There is no specific discussion in the District Plan regarding noise limits for motorsport or for comparable activities that occur on a relatively infrequent basis.

The Selwyn District Plan is currently being reviewed. Whilst no new noise limits have been publicly notified, Council are signalling that the daytime noise limit will reduce in the future to 55 dB L_{Aeq}.

The operative and potential future District Plans will use different noise parameters, L_{A10} and L_{Aeq}, and we discuss these below.

MEASURED NOISE LEVELS

A noise survey was conducted on 12 May 2019 between approximately 1245 to 1430hrs. We understand racing commenced at 1230hrs and ran until approximately 1530hrs. A schedule of the race events is provided in Appendix B.

Noise levels were continually monitored at Position 1 as shown in Figure 1. Position 1 is representative of the notional boundary of the nearest residence to the racetrack. (Whilst noise measurements were also conducted at several locations around the track to assist with our analysis, we have not presented these in the discussion below).

The dominant noise sources at the measurement location were the Public Address (PA) system and racing vehicles. Both were relatively loud and clearly audible.

¹ Notional Boundary: means a line 20m from any side of a rural dwelling or the legal boundary where this is closer to the dwelling.

The average noise levels of these sources are set out below:

1. PA system only 75 dB L_{A10} (72 dB L_{Aeq})
2. Races (including PA) 82 dB L_{A10} (79 dB L_{Aeq})

The typical variation in noise level with time is presented in Figure 2. Each race can be identified on the graph including the distinctive peaks that occur during each lap of the track.

Our measurements indicate that both PA sound levels and racing levels were reasonably consistent over the course of the survey period. The PA system varied by around 3 to 4 dB on average and racing noise (comprising both vehicle noise and PA) varied by around 2dB irrespective of the type of vehicle being raced. Below we have provided a summary of the measured noise level for the entire monitoring period compared with the District Plan noise limits.

Table 1: Comparison with District Plan noise levels

Description	Event noise level	Complies with District Plan?	
		Current limit 60 dB L_{A10}	Potential future limit 55 dB L_{Aeq} .
Entire race event	80 dB L_{A10} and 77 L_{Aeq}	No + 20 dB	No + 22 dB

The measurements confirm that the measured race event significantly exceeds the District Plan daytime noise limit by 20 dB. (We note that the maximum daytime noise limit of 85 dB L_{Amax} will also be exceeded by up to 10 dB).

At the next nearest dwelling to the site on Tramway Road to the west, noise levels will be around 7 dB quieter but still significantly above the District Plan Daytime limit.

(For clarity, the measured noise levels do not include a *special audible character* penalty as required by NZS6802. When assessed in strict accordance with this Standard, noise levels will be 5 dB higher).

DISCUSSION

In recent years, it has become common practice to cater for established motor sport facilities through specific provisions in a District Plan. The relatively short nature of the racing events, relatively high noise levels and specific character of the noise means that comparison to conventional District Plan noise limits are not generally appropriate. Therefore, specific provisions are required to both protect the facility from residential encroachment and to protect existing residences from motorsport noise through the provision of a comprehensive Noise Management Plan.

Whilst it will ultimately be a planning matter, our measurements and observations strongly suggest that seeking suitable provisions in the District Plan are appropriate for Ellesmere Speedway - obtaining a resource consent in a conventional sense is unlikely to be straightforward.

We recommend that Ellesmere Speedway seek further planning advice on this matter.

If you have any queries or require any further information, please do not hesitate to contact us.

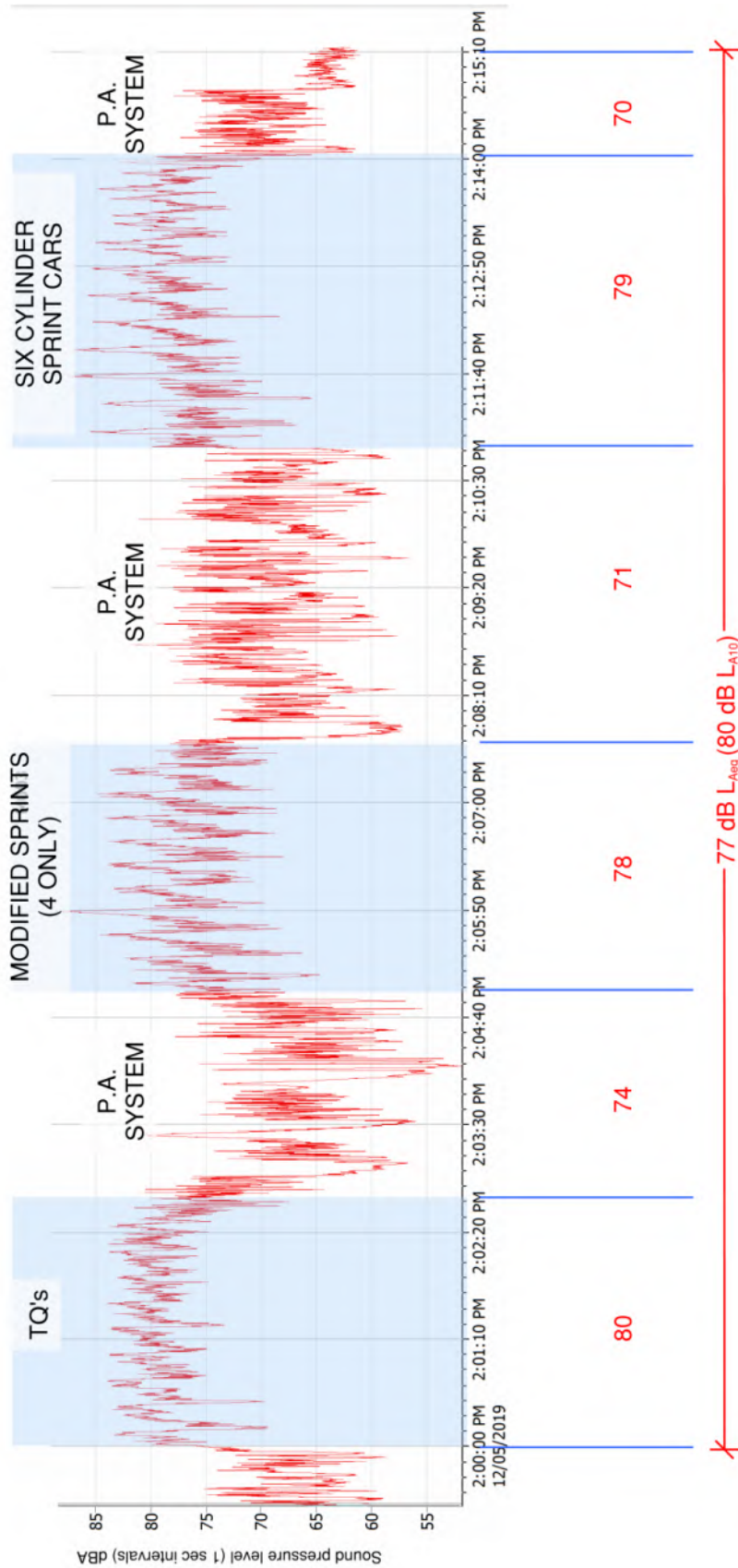
Yours faithfully

MARSHALL DAY ACOUSTICS LIMITED



Jon Farren
Principal

Figure 2: Noise level variation between 1400 and 1415 hrs on 12 May 2019



APPENDIX A GLOSSARY OF TERMINOLOGY

SPL or L_p	<u>Sound Pressure Level</u> A logarithmic ratio of a sound pressure measured at distance, relative to the threshold of hearing (20 μ Pa RMS) and expressed in decibels.
dB	<u>Decibel</u> The unit of sound level. Expressed as a logarithmic ratio of sound pressure P relative to a reference pressure of $P_r=20 \mu$ Pa i.e. $dB = 20 \times \log(P/P_r)$
dBA	The unit of sound level which has its frequency characteristics modified by a filter (A-weighted) so as to more closely approximate the frequency bias of the human ear.
A-weighting	The process by which noise levels are corrected to account for the non-linear frequency response of the human ear.
$L_{Aeq}(t)$	The equivalent continuous (time-averaged) A-weighted sound level. This is commonly referred to as the average noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
$L_{A10}(t)$	The A-weighted noise level equalled or exceeded for 10% of the measurement period. This is commonly referred to as the average maximum noise level. The suffix "t" represents the time period to which the noise level relates, e.g. (8 h) would represent a period of 8 hours, (15 min) would represent a period of 15 minutes and (2200-0700) would represent a measurement time between 10 pm and 7 am.
L_{Amax}	The A-weighted maximum noise level. The highest noise level which occurs during the measurement period.
Special Audible Characteristics	Distinctive characteristics of a sound which are likely to subjectively cause adverse community response at lower levels than a sound without such characteristics. Examples are tonality (e.g. a hum or a whine) and impulsiveness (e.g. bangs or thumps).
NZS 6801:1991	New Zealand Standard NZS 6801:1991 " <i>Measurement of Sound</i> "
NZS 6802:1991	New Zealand Standard NZS 6802:1991 " <i>Assessment of Environmental Sound</i> ".

**APPENDIX B RACE PROGRAMME FOR 12 MAY 2019
(NOISE MONITORING OCCURRED DURING RACES WITHIN SHADED CELLS)**

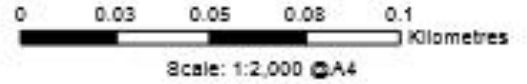
Race	Class
Race 1	Six Cylinder Sprintcars
Race 2	Ltd Saloons
Race 3	Sidecar
Race 4	Sidecar
Race 5	Production Saloon
Race 6	Quarter Midget
Race 7	TQ
Race 8	Modified Sprints
Race 9	Six Cylinder Sprintcars
Race 10	Ltd Saloons
Race 11	Sidecar
Race 12	Sidecar
Race 13	Production Saloon
Race 14	Quarter Midget
Race 15	TQ
Race 16	Modified Sprints
Race 17	Six Cylinder Sprintcars
Race 18	Ltd Saloons
Race 19	Sidecar
Race 20	Sidecar
Race 21	Quarter Midget
Race 22	Production Saloon
Race 23	TQ
Race 24	Modified Sprints
Race 25	Sidecar Feature

ANNEXURE 4:

ELLESMERE SPEEDWAY SPECIFIC CONTROL AREA & OUTLINE DEVELOPMENT PLAN




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Map Created by Canterbury Maps on 9/12/2020 at 2:03 PM

Key:

-  Specific Control Area Boundary
-  20m permanent building setback restriction
-  Race Building Area



**ANNEXURE 5:
ELLESMERE SPEEDWAY NOISE CONTROL OVERLAY**

