



Ref: s.7(2)(a) -
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Civic House, 110 Trafalgar Street
PO Box 645, Nelson 7040, New Zealand

17 August 2021

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s.7(2)(a) - protect the privacy
of natural persons including
des'd

Dear s.7(2)(a) -
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OFFICIAL INFORMATION REQUEST FOR MAITAI CRICKET GROUND

I refer to your official information request dated 20 July 2021 for the special conditions of sale for the Maitai Cricket Ground to Council in 1995 (approximately).

You asked for the information to be released to you in the form of certain conditions of the Sale and Purchase Agreement. However, we cannot release the information in that form as that Sale and Purchase Agreement was held by our solicitors, and due to the passage of time that record has not been retained in our solicitor's archives. We do however have within our records a copy of the initialled special conditions of sale which are able to be released to you as they formed part of the Sale and Purchase Agreement that you requested.

The second part of your query regarding the positioning of the boundary fencing is outside of the scope of this Official Information Request. Council Parks Officers will communicate directly with you regarding this issue.

You have the right to seek an investigation and review by the Ombudsman of this response. Information about how to make a complaint is available at www.ombudsman.parliament.nz or Freephone 0800 802 602.

If you wish to discuss this decision with us, please feel free to contact [details of contact person].

Yours sincerely

Rebecca Van Orden
Manager Property Services

Encl: Special Conditions of Sale (Ralph to Nelson City Council)

Internal Document ID: A2729755

SPECIAL CONDITIONS OF SALE
Ralph to Nelson City Council

- 1: This agreement shall not be binding on the vendor or the purchaser until signed by them or on their behalf.
- 2: The purchaser may elect to proceed to acquire the property pursuant to the Public Works Act 1981 and in that event the vendor agrees to the property being taken for a public work, namely, as a reserve.
- 3: In the event of the purchaser electing in terms of Special Condition 3 then the said sum of \$50,000-00 is accepted by the vendor as compensation for and in satisfaction of all claims which the vendor may have or have had for the taking of the property. The balance purchase price shall be paid within 7 days of the property being vested in the purchaser.
- 4: The purchaser will bear all survey, plan and subdivision fees and the vendor's legal fees.
- 5: The purchaser will within one month of the possession date erect on the boundary between the property and the land retained by the vendor a post and wire fence similar to the existing fence on the roadside boundary.
- 6: There shall be registered against the title to the property a land covenant in favour of the land being retained by the vendors. The land covenant shall:
 - (a) prohibit vehicular access onto the property other than in respect of a portion of the property in the south eastern corner adjacent to the road comprising approximately 400 m2 which portion may be used for carparking.
 - (b) in respect of the half of the property which adjoins the land being retained by the vendor, prohibit the erection of any buildings, recreational equipment or other structures other than rubbish bins and post and rail fencing and recreational equipment and structures excluding buildings.
 - (c) be limited in its duration for so long as the vendors remain the registered proprietors of the land being retained by them.
- 7: In the event of the purchaser deciding to sell the property the vendors, so long as they remain the registered proprietors of the land being retained by them, shall have a first right of refusal to buy same. The purchaser shall offer the land to the vendors and if that offer is not accepted then the purchaser shall be entitled to offer the property to any other person but it shall not be so offered at a price less than it was offered to the vendors without first re-offering it to the vendors at the reduced price. It is acknowledged that if the property is declared to be a reserve under the Reserves Act 1977 then this first right of refusal is subject to the Minister of Conservation approving the sale of the property.

Cons. Council