

New Zealand.



ANALYSIS.

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1933, No. 8.—*Local and Personal.*

AN ACT to enable the Napier Harbour Board and the Corporation of the Borough of Napier to enter into an Arrangement for the Development and Subdivision of certain Lands belonging to the said Board and to include within the said Borough so much thereof as lies outside the Borough. [20th December, 1933.]

WHEREAS the Napier Harbour Board is the owner of the lands described in the First, Second, and Third Schedules hereto: And whereas the lands described in the First Schedule hereto are within the Borough of Napier and the lands described in the Second and Third Schedules hereto lie outside the said borough, but are adjacent thereto: And whereas the lands described in the said First and Second Schedules are not developed and prepared for occupation, but the lands described in the said Third Schedule have already

been leased by the said Board: And whereas, in order to provide for the expansion of the said borough, it is desirable that so much of the said lands as is not within the said borough shall be included therein, and that the lands described in the said First and Second Schedules shall be developed and subdivided: And whereas the said Board and the Council of the said borough propose to enter into an arrangement whereby, *inter alia*, so much of the said lands as is not within the said borough shall be included therein, and the said Council on behalf of the said Corporation shall carry out the work of development and subdivision of the lands described in the said First and Second Schedules, and provision shall be made for parks, reserves, plantations, and streets, and it is intended that such arrangement shall be evidenced by a lease from the said Board to the said Corporation of the lands described in the said First and Second Schedules and by a supplementary agreement containing the particulars of the said arrangement:

BE IT THEREFORE ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

Short Title.

1. This Act may be cited as the Napier Harbour Board and Napier Borough Enabling Act, 1933.

To be deemed special Act.

2. This Act shall be deemed to be a special Act within the meaning of the Harbours Act, 1923.

Interpretation.

3. In this Act, if the context so admits,—

“Board” means the Napier Harbour Board:

“Borough” means the Borough of Napier:

“Corporation” means the Corporation of the Borough of Napier:

“Council” means the Napier Borough Council:

“The said lands” means the lands described in the First, Second, and Third Schedules hereto.

4. The Board and the Corporation are hereby authorized and empowered as follows:—

(1) The Board may lease to the Corporation and the Corporation may take a lease of the said lands (except the lands described in the Third Schedule hereto) at such rent for such term, with or without rights of renewal, and upon such conditions as the Board and the Council may agree upon, and including a provision for payment

Powers of Napier Harbour Board and Napier Borough Corporation to enter into lease and agreement.

of damages on default. And, further, the Board and the Council may enter into and carry out an agreement (supplemental to the said lease) containing a comprehensive scheme to provide for all or any of the following purposes, that is to say: The development, subdivision, and roading of the said lands by the Council; the dedication of portions of the said lands for streets; the transferring to the Corporation of other portions of the said lands for reserves and parks; the establishment of plantations on other portions of the said lands either permanently or for a period; and generally all such matters as the Board and the Council may think fit for the development, improvement, and beautifying of the said lands or any portions thereof and the making of the same or any portions thereof suitable for occupation.

(2) Without prejudice to the generality of the foregoing powers, the Board and the Council may in and by the said lease and agreement make provision for and agree upon all or any of the following acts, matters, and things:—

Particular powers.

(a) That the Board shall dedicate to the Corporation and the Corporation shall accept dedication of such portions of the said lands for streets as the Board and the Council may agree upon, and that each such dedication shall be made and accepted although the land included therein may not be formed as provided in subsection five of section one hundred and twenty-five of the Public Works Act, 1928; and this Act shall be sufficient authority for the District Land Registrar to register such dedication:

Dedication of streets.

(b) That the Board shall transfer to the Corporation such portions of the said lands as the Board and the Council shall agree upon for parks and reserves:

Parks and reserves.

(c) That the Council shall plant with trees such portion or portions of the said lands as the Board and the Council shall agree upon, and shall maintain the same as a plantation or plantations for such period and upon such terms as they shall agree upon, including, *inter alia*, provision for sharing the proceeds from the sale of the trees or wood from such

Plantations.

plantation or plantations, and that the Board shall sell to the Corporation and the Corporation purchase any such lands intended for plantations at such price and upon such terms as to payment as the parties shall in the said agreement agree upon :

Board and Council may grant leases.

(d) That the Board as owner and the Council on behalf of the Corporation as lessee shall, so long as the said lease or any renewal thereof may be subsisting, jointly lease the whole or any portion or portions of the said lands not reserved for roads, parks, reserves, and plantations at such rents for such terms and upon such conditions as the Board and the Council shall decide :

Rents applied in reimbursement to Council.

(e) That the rents derived from such leases shall be applied in or towards reimbursement to the Council of the whole or so much as the parties shall agree upon of the cost of the complete or partial performance by the Council of all or any of the obligations of the Corporation contained in the said proposed lease and agreement and of interest thereon :

Rates.

(f) That the Council shall rebate or postpone the payment of any rates or portion of the rates payable by the Board to the Council in respect of the whole or any part or parts of the said lands, and shall pay and indemnify the Board against payment of the rates or portion of the rates which shall be levied by the Council or any other rating authority in respect of the said lands or any part or parts thereof for such period as the Council and the Board may in the said agreement agree upon ; and that the Council may charge the whole or any part or parts of any rates so rebated or paid by the Council to the cost of the works to be undertaken by the Council pursuant to the said lease and agreement :

Certain portion of lands may be transferred to Corporation.

(g) That the Board may transfer to the Corporation and the Corporation may accept a transfer of any portion or portions of the said lands which the Board has authority to sell at a price

determined in manner provided by the said agreement, the purchase price to be applied in or towards reimbursement to the Council of the whole or so much as the parties shall agree upon of the cost of the said works and interest thereon :

(h) That the Council shall, if called upon to do so by the Board, construct a bridge across the Tutaekuri River or the bed thereof upon such terms as to sharing the cost thereof as the Council and the Board shall in the said agreement agree upon.

Tutaekuri
Bridge.

5. The Board and the Council may do and perform and carry out all works, matters, obligations, and things which in and by the said lease and agreement they respectively undertake to do, perform, and carry out, and also all works, matters, acts, and things ancillary to or which by them respectively may be deemed advisable or necessary for the purposes contained in the said lease and agreement.

Power to carry
out obligations.

6. The Council may raise a loan or loans to provide moneys for all or any of the purposes to be mentioned or contained in the said lease and agreement or the obligations of the Council thereunder, or to reimburse the Council any moneys expended out of its General Account upon such purposes or obligations, any such loan to be raised under the Local Bodies' Loans Act, 1926, and for the purpose of raising such loan or loans the Council may create any portion or portions of the said lands, whether continuous or not, a special-rating area.

Loan.

7. As from the date of the commencement of the term of the said lease so much of the said lands as is not within the borough shall by virtue of this Act, without any further authority or procedure, be and become *ipso facto* included in the borough, and the boundaries of the borough as altered by this Act shall be forthwith defined by notice in the *Gazette* under the hand of the Minister of Internal Affairs pursuant to section one hundred and forty-one of the Municipal Corporations Act, 1920.

Lands to be
included in
borough.

8. This Act shall be sufficient authority for the District Land Registrar to register the said lease from the Board to the Corporation with the said agreement annexed thereto.

Authority to
District Land
Registrar.

Schedules.

SCHEDULES.

FIRST SCHEDULE.

FIRSTLY, all that parcel of land situated in the Borough of Napier, in the Hawke's Bay Land District, comprising portions of the Napier Harbour Board's Te Whare-o-Maraenui and Ahuriri Lagoon Reserves, containing 28 acres, more or less, and being the lot numbered 1 on a plan deposited in the Land Transfer Office at Napier under No. 6187, and being part of the land comprised and described in certificate of title registered at H.B. Volume 56, folio 97.

SECOND SCHEDULE.

FIRSTLY, all that parcel of land situated in Block IV, Heretaunga Survey District, in the Hawke's Bay Land District, comprising portions of the Napier Harbour Board's Te Whare-o-Maraenui and Ahuriri Lagoon Reserves, containing 91 acres 2 roods 35 perches, more or less, and being the lot numbered 2 on the said deposited plan No. 6187, and being other part of the land comprised and described in certificate of title registered at H.B. Volume 56, folio 97.

Secondly, all that parcel of land, situated in Blocks IV and VIII, Heretaunga Survey District, in the Hawke's Bay Land District, comprising portions of the Napier Harbour Board's Te Whare-o-Maraenui and Ahuriri Lagoon Reserves, containing 312 acres 3 roods 30 perches, more or less, being the lot numbered 3 on the said deposited plan No. 6187, and being other part of the land comprised and described in the said certificate of title H.B. Volume 56, folio 97, and part of the land in certificate of title H.B. Volume 56, folio 148.

Thirdly, all those parcels of land situated in Blocks IV and VIII, Heretaunga Survey District, in the Hawke's Bay Land District, comprising portions of the Napier Harbour Board's Te Whare-o-Maraenui and Ahuriri Lagoon Reserves, containing 42 acres 1 rood 14 perches, more or less, being the lots numbered 5 to 9 (inclusive) on the said deposited plan No. 6187, and being part of the land comprised and described in the said certificates of title H.B. Volume 56, folio 97, and H.B. Volume 56, folio 148.

THIRD SCHEDULE.

ALL that parcel of land, situated in the Provincial District of Hawke's Bay, comprising portion of the Napier Harbour Board's Te Whare-o-Maraenui Block, containing 1 rood 5·8 perches, more or less, being the lot numbered 4 on the aforesaid deposited plan No. 6187, and being part of the land comprised and described in certificate of title H.B. Volume 56, folio 97.