

PARLIAMENT

RESOLVED that Parliament approve the grant of a lease under section 5 of the *Crown Lands (Vesting and Disposal) Act, Cap. 225* to Sapphire Inc., of the parcel of land, the property of the Crown, situate at Saint Lawrence Gap in the parish of Christ Church in this Island more particularly described in the *First Schedule* hereto on the terms and conditions set out in the *Second Schedule*.

APPROVED by the House of Assembly this _____ day of _____, Two Thousand and Seven.

Speaker

APPROVED by the Senate this _____ day of _____, Two Thousand and Seven.

President

FIRST SCHEDULE

ALL THAT land situate at Saint Lawrence Gap in the parish of Christ Church containing by admeasurement 1809 square metres or thereabouts Abutting and Bounding on other lands now or late of the Barbados Government on a public road known as Saint Lawrence Gap on lands now or late of one Morgan on the sea and the lands of the Barbados Government or however else the same may abut and bound as shown and delineated on a plan certified on the 15th day of July, 2005 by Mark Gary Field, Land Surveyor.

SECOND SCHEDULE

1. The term of the lease shall be for a period of 99 years.
2. The rent shall be at the rate of \$5 000.00 per annum and is subject to review every five years.
3. The lessee shall not carry out development on the demised land without:
 - (a) first obtaining the consent and approval of the Landlord in writing and the consent and approval of the Landlord shall not be unreasonably withheld; and
 - (b) obtaining the approval of the Town and Country Planning Department.

4. A copy of all approved plans must be submitted to the Landlord for his consent before the lessee executes any development of the demised land, and the Landlord reserves the right to request copies of the development plan.

5. Any development approved by the Town and Country Planning Department shall:

- (a) comply with the provisions of the *Town and Country Planning Act*, Cap. 240 including the regulations and orders associated therewith; and
- (b) be carried out in accordance with the approval given.

6. No fence, wall, or enclosures whatsoever are to be erected on the demised land without the written approval of the Landlord and the Landlord reserves the right to refuse permission without giving any reason for doing so.

7. (1) The lessee shall not use the demised land in a manner that will impede lateral access of the public across the demised land, and the general use and enjoyment by the public of the demised land.

(2) The Landlord reserves the right to determine if public access to the land is being impeded, and in the event that the Landlord determines that public access has been impeded the lessee agrees to comply with any direction by the Landlord to remove the impediment.

(3) The lessee agrees to comply with any direction given by the Landlord under section 7(2) without reference to a third party for arbitration.

8. The lessee shall indemnify and keep harmless the lessor and its duly authorized agents and each and any of them from all loss or damages, claims, suits and demands whatsoever, from any person whomsoever, which may be in any wise sustained or be made for or by reason or in consequence of the use of the said demised land for matters or things by these presents authorized or in consequence of any act or omission of the lessee or its agents in reference to this lease or by other loss or damage or liability in respect of or arising out of the use of the demised land.

9. The lessee shall comply with the provision of the *National Conservation Commission Act*, Cap. 393 including the regulations and orders associated therewith insofar as they relate to the selling of goods and services on the beach, and as they relate to the cleaning and maintaining the beach.

10. The lessee must comply with the *Coastal Zone Management Act*, Cap. 394 including regulations and orders associated therewith.

11. The lessee agrees to use the demised land as a recreational beach incidental and directly relating to the condominium development on the lands abutting the northern boundary of the demised land.

12. No assignment or under-letting of the demised land will be allowed.

ADDENDUM

The Cabinet at its meeting held on the 31st day of August 2006 agreed that 1809 square metres of Crown Lands situate at Saint Lawrence Gap in the parish of Christ Church should be leased to Sapphire Inc., a limited liability company incorporated under the *Companies Act*, Cap. 308, for recreational purposes.

In accordance with the provisions of section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, the approval of Parliament is now sought to lease the parcel of land described in the *First Schedule* to Sapphire Inc., on the terms and conditions set out in the *Second Schedule* to this Resolution.