

PARLIAMENT

RESOLVED that Parliament in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225 approve the lease of the two parcels of land the property of the Crown situate at the Pine in the parish of Saint Michael in this Island and more particularly described in the *First Schedule* on the terms and conditions set out in the *Second Schedule* for use as a car park.

APPROVED by the House of Assembly this day of , Two thousand and twenty-one.

Speaker

APPROVED by the Senate this day of , Two thousand and twenty-one.

President

FIRST SCHEDULE

FIRSTLY ALL THAT land the property of the Crown situate at the Pine in the parish of Saint Michael in this Island containing by admeasurement 1 901.3 square metres or thereabouts abutting and bounding on lands now or formerly of the Barbados Government on lands now or late of Ethel Pilgrim on lands now or late of Violet Best on lands now or formerly of TAB Building Limited on lands now or late of Oscar Chandler and on a road known as South Bend Road or however else the same may abut and bound as shown and delineated on a plan certified on the 25th day of April, 2016 by Kevin R. Belgrave, Land Surveyor and recorded in the Lands and Surveys Department on the 4th day of May, 2016 as Plan No. 429/2016.

SECONDLY ALL THAT land the property of the Crown situate at the Pine in the parish of Saint Michael in this Island containing by admeasurement 2 014.8 square metres or thereabouts abutting and bounding on lands now or formerly of the Barbados Government on lands now or formerly of Corbins Garage Limited on lands now or late of Rodney Clarke on lands now or late of Garnet Clarke and on other lands now or formerly of the Barbados Government or however else the same may abut and bound as shown and delineated on a plan certified on the 10th day of April, 2008 by Robert S. Warren, Land Surveyor and recorded in the Lands and Surveys Department on the 7th day of September, 2009 as Plan No. 1118/2009.

SECOND SCHEDULE
TERMS AND CONDITIONS

The lease to TAB Building Ltd. of the two parcels of land, the property of the Crown, situate at the Pine in the parish of Saint Michael in this Island and more particularly described in the *First Schedule* is subject to the following terms and conditions:

- (a) The lease shall be for a period of ten (10) years with an option to renew for a further period of ten (10) years;
- (b) The lessee shall pay rent at an initial rate of \$29 141.80 per annum;
- (c) The lessor shall review the rent every three (3) years;
- (d) The lessee shall bear and discharge all existing and future rates and taxes and assessments whatsoever imposed upon the lands including the payment of land taxes, insurance premiums and other outgoings arising out of the use of the lands;
- (e) The lessee shall bear the cost of developing the lands as a car park and at all times during the continuance of the term hereby granted, comply with any planning requirements under any enactment relating to any matter or things affecting the lands and indemnify the lessor against all actions and proceedings, damages penalties, costs, charges, claims and demands in respect of a breach of such requirements;
- (f) The lessee shall not use and occupy the lands or permit the same to be used or occupied otherwise than as a car park;
- (g) The lessee shall maintain and keep the lands in a clean and tidy condition, including the buffer area which shall be kept appropriately landscaped and which shall not be used for the parking of cars;
- (h) The lessee shall not assign or underlet or part with possession of the lands or any part thereof without the prior written consent of the lessor;

SECOND SCHEDULE (Concl'd)

- (i) The lessee shall not do or suffer on the lands or any part thereof, any act, matter or thing whatsoever which may be or tend to annoyance, nuisance, damage or disturbance of the occupiers of any adjoining or neighbouring property;
- (j) The lessee shall indemnify and keep harmless the lessor and its duly authorized agents and each and any of them from all loss, damage, claims, suits and demands whatsoever from all persons whomsoever which may be in any wise sustained or be made for or by reason of or in consequence of the use of the lands for matters or things authorised by the lease or in consequence of any act or omission of the lessee or its agents in reference to the lease or any other loss or damage or liability in respect of or arising out of the use of the lands for the purposes stated herein;
- (k) The lessee shall permit the lessor and its authorized agent, after giving the lessee forty-eight hours' notice, to enter upon the lands and inspect and view the condition thereof;
- (l) The lessee at the expiration or sooner determination of the said lease hereby granted shall quietly yield up the lands for nil consideration.

ADDENDUM

The Cabinet at its meeting held on the 12th day of September, 2019 considered Note (19) 1184/MHLR 56 and agreed to the lease of two parcels of Crown land containing by admeasurement 1 901.3 square metres and 2 014.8 square metres respectively, situate at the Pine in the parish of Saint Michael in this Island to TAB Building Ltd. for use as a car park under the terms and conditions set out in the *Second Schedule*.

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 for the lease to TAB Building Ltd. of the lands described in the *First Schedule* on the terms and conditions set out in the *Second Schedule*.