

2025-02-05

PARLIAMENT

RESOLVED that Parliament in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, approve the lease to The Pilgrim Holiness Church (The Wesleyan Holiness Church) of a parcel of land, the property of the State, situate at Bath in the parish of Saint John in this Island and more particularly described in the *First Schedule* hereto on the terms and conditions set out in the *Second Schedule* hereto for the purpose to operate and undertake its church services.

APPROVED by the House of Assembly this day of ,
Two Thousand and twenty-five.

SPEAKER

APPROVED by the Senate this day of , Two
Thousand and twenty-five.

PRESIDENT

FIRST SCHEDULE

ALL THAT land the property of the State situate at Bath in the parish of Saint John in this Island containing by admeasurement 311.9 square metres (including 6.8 square metres in road) or thereabouts Abutting and Bounding on a public road on two sides which leads to Coach Hill in one direction, on lands now or late of Charles Haynes and on lands now or late of Thomas Haynes or however else the same may abut and bound as shown and delineated on a Plan certified on the 23rd day of October, 2024 by Kevin R. Belgrave, Land Surveyor and recorded in the Lands and Surveys Department on the 30th day of October, 2024 as Plan No. 1746/2024.

SECOND SCHEDULE

The terms and conditions for the lease of 311.9 square metres of State land situate at Welches Village, Bath, in the parish of Saint John to The Pilgrim Holiness Church (The Wesleyan Holiness Church) are as follows:

- (a)* the lease shall be for a term of one year with an option to renew for a further term of 12 months;
- (b)* the rent shall be payment of \$1.00 plus value added tax, payable in advance;
- (c)* the rent shall be subject to the payment of \$100 per month at the end of the first term;
- (d)* the demised premises are to be used for the purpose of carrying out Church activities;
- (e)* the lessee will liaise with the Ministry responsible for Youth, Sports and Community Development to have use of the demised premises for community activities;
- (f)* the lessee shall indemnify the State from all actions arising from its use of the demised premises;
- (g)* the lessee shall not assign, mortgage, demise, underlet or otherwise part with possession of any part of the demised premises without the landlord's consent;
- (h)* the lessee reserves the right to surrender its lease with improvements thereon at any time by giving 3 months' written notice;
- (i)* the demised premises shall revert to the State for nil consideration at the end of the lease or its sooner determination; and
- (j)* the lessee shall not use, permit or suffer the demised premises or any part thereof to be used for any purpose other than a church except with the permission of the lessor first obtained in writing, such permission not to be unreasonably withheld.

ADDENDUM

At a meeting held on the 29th day of November, 2023, the Cabinet agreed to the lease of the parcel of land mentioned in the *First Schedule* herein and situate at Welch Village, Bath Plantation, Bath in the parish of Saint John in this Island to Victory Wesleyan Holiness Church for the operation of its church services.

The State sold a parcel of land situate at Bath Plantation, Bath in the parish of Saint John to the Victory Wesleyan Holiness Church on which the Victory Wesleyan Holiness intends to construct a new church within a year on that site.

A year from conveyance of the property to the Victory Wesleyan Holiness Church, the Church will be allowed to use its former building for its operation and services but to also co-operate with the Ministry responsible for Youth, Sports and Community Empowerment to allow for its activities that would not affect the use of the property as a church.

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 of State lands to Victory Wesleyan Holiness Church the property described in the *First Schedule* on the terms and conditions set out in the *Second Schedule* hereto.