

2019-04-23

PARLIAMENT

RESOLVED that Parliament, in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, approve the lease to the Maria Holder Memorial Trust of a parcel of land the property of the Crown situate at Government Hill in the parish of Saint Michael in this Island containing by admeasurement 5,957.1 square metres more particularly described in the *First Schedule* to this Resolution on the terms and conditions set out in the *Second Schedule* to this Resolution for the purpose of the construction of a nursery school.

APPROVED by the House of Assembly this day of ,
Two thousand and nineteen.

Speaker

APPROVED by the Senate this day of , Two
thousand and nineteen.

President

FIRST SCHEDULE

ALL THAT certain piece or parcel of land the property of the Crown known as Grand View situate at Government Hill in the parish of Saint Michael in this Island containing by admeasurement 5,957.1 square metres or thereabouts Abutting and Bounding on an access road leading to Highway #5 on lands of the Barbados Government (Charles F. Broome Memorial Primary School) inclusive of an easement of 457.0 square metres (water main) on lands of the Barbados Government (Barbados Water Authority) and on the public road known as Highway #5 or however else the same may abut or bound as delineated and shown on a Plan certified on the 24th day of August, 2018 by Samuel N. Taylor, Land Surveyor and recorded in the Lands and Surveys Department on the 17th day of April, 2019 as Plan No. 469/2019.

SECOND SCHEDULE**Terms and Conditions:**

The Cabinet agreed:

- (a) to the lease of 5,957.1 square metres of Crown land at Grand View, Government Hill, St. Michael to The Maria Holder Memorial Trust under the following terms and conditions:
- (i) the lease to be for a term of 30 years;
 - (ii) the rent shall be a one-time payment of \$200.00 plus value added tax payable in advance;
 - (iii) the premises are being leased for the purpose of the construction of a nursery school;
 - (iv) the land together with all improvements shall be leased back to Crown;
 - (v) the lessee shall be responsible for the costs of development of the site;
 - (vi) the lessee shall comply with the requirements of all planning, building, safety and health and related legislation throughout the term;
 - (vii) the lessee shall indemnify the Crown from all actions arising from its use of the premises;
 - (viii) 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;
 - (ix) the lessee reserves the right to surrender its lease with improvements thereon at any time by giving 8 months' notice;

- (x) the lease shall terminate on the transfer of the ownership of the nursery school to the Crown;
 - (xi) the premises shall revert to the Crown for nil consideration at the end of the lease or its sooner determination;
 - (xii) the lessee shall not use, permit or suffer the demised premises or any part thereof to be used for any purpose other than a nursery school; and
- (b) to the leaseback of 5,957.1 square metres of land with a nursery school developed thereon from The Maria Holder Memorial Trust, on the following terms and conditions:
- (i) the lease to be for a term of 30 years less one day;
 - (ii) the rent shall be \$1,500.00 plus value added tax per annum, payable annually in advance;
 - (iii) the Crown as lessee shall be responsible for keeping the demised premises insured under a comprehensive policy in the joint names of the Crown and The Maria Holder Memorial Trust;
 - (iv) the Crown as lessee shall keep the interior and exterior of the premises, inclusive of drains, sanitary and water apparatus, gates and fences in good and tenantable repair;
 - (v) the Maria Holder Memorial Trust to be responsible for the repair of an latent defect in the structure of the premises or repairs arising therefrom;
 - (vi) the Crown as lessee shall not carry out any additions or extensions to the premises without the approval of the lessor;

- (vii) the Crown as lessee shall use the premises as a nursery school and for ancillary educational purposes, unless written consent by the lessor is given to do otherwise;
- (viii) the Crown as lessee shall not assign, sublet nor further lease any part of the demised premises;
- (ix) the Crown as lessee shall permit The Maria Holder Memorial Trust as lessor or its authorized agent, with 2 days' written notice, to inspect the premises, and thereafter giving the lessee in writing specifying any repairs, maintenance and replacement necessary to be done and require said lessee to execute said repairs within 21 days. If unable to do so, the lessor will execute such repairs and costs thereof to be treated as a debt to the lessor as additional rent and is to be settled within 2 months of the date of the lessor's invoice for the work undertaken;
- (x) the Crown as lessee, through the occupying agency shall be responsible for maintaining Public Liability Insurance of not less than \$2,000,000.00, subject to an annual review by the lessor's brokers, and indemnify the lessor in the event of any liability;
- (xi) the Crown through the occupying agency to be responsible for all outgoings arising from the use of the site as a nursery school;
- (xii) the Crown is bound to give 8 months' notice should it wish to terminate the lease before its expiry date; and
- (xiii) the Crown, through the occupying agency shall be responsible for the maintenance and upkeep of the premises.

ADDENDUM

On the 4th April, 2019, the Cabinet agreed to the lease of the parcel of land described in the *First Schedule* of this Resolution and situate at Government Hill, in the parish of Saint Michael in this Island for the development of a nursery school.

The development of a nursery school will be financed through The Maria Holder Memorial Trust including construction, lease and transfer of the nursery school to the Crown at the end of the lease period.

It is proposed, subject to the approval of Parliament, to lease to The Maria Holder Memorial Trust, for a period of 30 years, the parcel of land described in the *First Schedule* to this Resolution subject to the terms and conditions set out in the *Second Schedule* to this Resolution for development of a nursery school for public use.