

2020-07-30

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 certain parcels of land, the properties of the Crown, and more particularly described in the *First and Second Schedules* to this Resolution on the terms and conditions set out in the *Third Schedule* to this Resolution for the purpose of the construction of nursery schools.

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

Speaker

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

President

FIRST SCHEDULE

ALL THAT certain piece or parcel of land, the property of the Crown, situate at Sayes Court in the parish of Christ Church in this Island containing by admeasurement 6270.3 square metres (inclusive of a road reserve of 230.5 square metres) or thereabouts Abutting and Bounding on lands now or formerly of the Barbados Government on other lands now or formerly of the Barbados Government (Skills Training) on two sides and on a public road known as Highway U leading to Oistins in one direction and to Ealing Grove in the other direction or however else the same may abut and bound as delineated and shown on a Plan certified on the 2nd day of April, 2019 by Michael L. Banfield, Land Surveyor and recorded in the Lands and Surveys Department on the 11th day of April, 2019 as Plan No. 446/2019.

SECOND SCHEDULE

ALL THAT certain piece or parcel of land, the property of the Crown, situate at Holders Hill and Durants Village in the parish of Saint James in this Island containing by admeasurement 5785.3 square metres (inclusive of 46.7 square metres in sidewalk) or thereabouts Abutting and Bounding on a private road (which is on lands now or formerly of Wilfred Harewood and on lands now or formerly of Dennis Worrell) on lands now or formerly of Cecil Browne on lands now or formerly of James Wilson on lands now or formerly of Samuel Brathwaite on lands now or formerly of Lisetta Vaughn on lands now or formerly of Mary Allamby on lands now or formerly of Stevenson Headley on lands now or formerly of George Bellamy on lands now or formerly of Victor Johnson on lands now or formerly of Helena Harewood on a public road known as Durants Village Road leading to Holders Hill on lands now or formerly of Fitz Blenman on lands now or formerly of Charles Coward (Lot 2) on a car park on a driveway on lands now or formerly of Owen Coward (Lot 1) and on a sidewalk which is on a public road known as Holders Hill leading to Highway #1 in one direction and to Thorpes in the other direction or however else the same may abut and bound as delineated and shown on a Plan certified on the 9th day of July, 2019 by Samuel N. Taylor, Land Surveyor and recorded in the Lands and Surveys Department on the 15th day of July, 2019 as Plan No. 887/2019.

THIRD SCHEDULE

Terms and Conditions

- (a) The lease of 2 parcels of Crown land at Sayes Court, in the parish of Christ Church and Holders Hill and Durants Village in the parish of Saint James containing by admeasurement 6,720.3 square metres and 5,785.3 square metres respectively to the Maria Holder Memorial Trust (the Trust) under the following terms and conditions:
- (i) each lease to be for a term of 30 years;
 - (ii) the rent for each site 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 nursery schools;
 - (iv) the lands, together with all improvements shall be handed over and licensed to the Crown for operation by the Ministry responsible for Education and Technological and Vocational Training as nursery schools;
 - (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 the demised premises or any part thereof without the lessor's consent;
 - (ix) the lessee reserves the right to surrender its lease with improvements thereon at any time by giving 8 months' notice;

- (x) each lease shall terminate on the transfer of the Trust's interests in the developed nursery school to the Crown;
 - (xi) the premises with improvements thereon shall revert to the Crown for nil consideration at the end of the lease or its sooner determination; and
 - (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.
- (b) The licences of the land from the Trust shall be to the Crown for the purpose of allowing the Ministry responsible for Education and Technological and Vocational Training to operate nursery schools developed by The Maria Holder Memorial Trust on the following terms and conditions:
- (i) the licence to be for a term of 30 years less one day;
 - (ii) the licence fee shall be \$1 500.00 plus Value Added Tax per annum per site, payable annually in advance;
 - (iii) the Crown as licensee shall be responsible for keeping the demised premises insured for their full re-instatement value under a comprehensive policy in the joint names of the Crown and the Trust;
 - (iv) the Crown as licensee shall keep the interior and exterior of the premises, inclusive of drains, sanitary and water apparatus, gates and fences in good and tenable repair;
 - (v) the Trust shall be responsible for the repair of any latent defect in the structure of the premises or repairs arising therefrom;
 - (vi) the Crown as licensee shall not carry out any additions or extensions to the demised premises without the approval of the Trust;

- (vii) the Crown as licensee shall use the demised premises as nursery schools and for ancillary education purposes, unless written consent by the Trust is given to do otherwise;
- (viii) the Crown as licensee shall not share nor part with possession of the demised premises or any part thereof;
- (ix) the Crown as licensee shall permit the Trust with 2 days' written notice, to inspect the premises, and thereafter giving the licensee written notice specifying any repairs, maintenance and replacement necessary to be done and require the licensee to execute said repairs within 21 days;
- (x) if the licensee is unable to execute the repairs within 21 days as set out in paragraph (ix), the Trust will execute the repairs and the costs thereof are to be treated as a debt due to the Trust that is to be settled within 2 months of the date of the Trust's invoice for the work undertaken;
- (xi) the Crown as licensee through the occupying agency shall be responsible for maintaining Public Liability Insurance of not less than \$2 000 000.00 per site, subject to an annual review by the Trust's Brokers and indemnify the Trust in the event of any liability;
- (xii) the Crown, through the occupying agency shall be responsible for all outgoings arising from the use of the sites as nursery schools;
- (xiii) the Crown is bound to give 8 months' notice should it wish to terminate the licence of any nursery school site before its expiry date; and
- (xiv) the Crown, through the occupying agency shall be responsible for the maintenance and upkeep of the premises.

ADDENDUM

On the 18th day of July, 2019 the Cabinet agreed to the lease of the parcels of land situate at Sayes Court in the parish of Christ Church and Holders Hill and Durants Village in the parish of Saint James respectively, in this Island and mentioned in the *First* and *Second Schedules* to this Resolution for the construction of nursery schools.

The construction of the nursery schools will be financed through The Maria Holder Memorial Trust including the development, lease and transfer of the nursery schools 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 parcels of land described in the *First* and *Second Schedules* to this Resolution subject to the terms and conditions set out in the *Third Schedule* hereto for the development of nursery schools for public use.