

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, hereinafter referred to as the Trust, of the parcel of land the property of the Crown situate at Upton in the parish of Christ Church, 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 constructing a skatepark for public use.

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 land situate at Upton in the parish of Christ Church in this Island containing by admeasurement 9,111.1 square metres or thereabouts Abutting and Bounding on a drain on a public road on a lands of the Barbados Government (Barbados Hockey Federation Inc.) on a drain or however else the same may abut and bound as shown and delineated on a Plan certified on the 27th day of March, 2019 by Samuel N. Taylor, Land Surveyor and recorded in the Lands and Surveys Department on the 28th day of March, 2019 as Plan No. 368/2019.

SECOND SCHEDULE

TERMS AND CONDITIONS:

The 9,111.1 square metres of Crown land shall be leased to the Trust on the following terms and conditions:

- (i) the lease to be for a term of twenty (20) years with an option to renew for a further twenty (20) years;
- (ii) the rent shall be a one-time payment of two hundred dollars (\$200.00) plus Value Added Tax (VAT), payable in advance;
- (iii) the rent shall be subject to review at the end of the first term;
- (iv) the premises are being leased for the purpose of construction of a skatepark;
- (v) the land together with all improvements shall be leased back to Crown;
- (vi) the lessee shall be responsible for the costs of development of the site;
- (vii) the lessee shall comply with the requirements of all planning, building, safety and health and related legislation throughout the term;
- (viii) the lessee shall indemnify the Crown from all actions arising from its use of the premises;
- (ix) 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;

SECOND SCHEDULE**TERMS AND CONDITIONS:- (Cont'd)**

- (x) the lessee reserves the right to surrender its lease with improvements thereon at any time by giving eight (8) months' notice;
- (xi) the lease shall terminate on the transfer of the ownership of the skatepark to Crown;
- (xii) the premises shall revert to the Crown for nil consideration at the end of the lease or its sooner determination;
- (xiii) the lessee shall not use, permit or suffer the demised premise or any part thereof to be used for any purpose other than a skatepark.

The leaseback of the 9,111.1 square metres of land with the constructed and developed skatepark from the Trust to the Crown shall be on the following terms and conditions:

- (i) the lease to be for a term of twenty (20) years less one day with an option to renew for a further twenty (20) years less one day;
- (ii) the rent shall be fifteen hundred dollars (\$1,500.00) plus Value Added Tax (VAT), payable 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 Trust;
- (iv) the lessee shall keep the interior and exterior of the premises, inclusive of drains, sanitary and water apparatus, gates, fences etc. in good and tenantable repair;
- (v) the Trust to be responsible for the repair of any latent defect in structure of the premises or repairs arising therefrom;

SECOND SCHEDULE**TERMS AND CONDITIONS:- (Concl'd)**

- (vi) the lessee shall not carry out any additions or extensions to the premises without the approval of the lessor;
- (vii) the lessee shall use the premises as a skatepark and for ancillary sporting purposes, unless written consent by the lessor is given to do otherwise;
- (viii) the lessee shall not assign, sublet, or further lease any part of the demised premises;
- (ix) the Crown as lessee shall permit, the Trust as lessor or its authorised Agent, with two (2) days' written notice, to inspect the premises, and thereafter give the lessee in writing a list of any repairs, maintenance and replacements to be done and require said lessee to execute said repairs within twenty-one (21) days. If unable to do so, the Lessor will execute such repairs and costs thereof will be treated as a debt to the lessor as additional rent and is to be settled within two (2) months of the date of the lessor's invoice for the work undertaken;
- (x) the lessee through the occupying agent shall be responsible for maintaining Public Liability Insurance of not less than two million dollars (\$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 a skatepark;
- (xii) the Crown is bound to give eight (8) months' notice should it wish to terminate the lease before its expiry date;
- (xiii) the Crown, through the occupying agency shall be responsible for the maintenance and upkeep of the premises.

ADDENDUM

On the 4th day of April, 2019 the Cabinet agreed to the lease of the parcel of land described in the *First Schedule* to this Resolution, situate at Upton, in the parish of Christ Church in this Island for a skatepark on the terms and conditions specified in the *Second Schedule* to this Resolution.

The development of the skatepark will be financed by The Maria Holder Memorial Trust. The Trust will also construct, lease, maintain and transfer the skatepark to the Crown at the end of the lease period.

In accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, the approval of Parliament is now sought for the lease to The Maria Holder Trust of parcel of land described in the *First Schedule* for a term of twenty (20) years on the terms and conditions specified in the *Second Schedule* to this Resolution.