

**PARLIAMENT**

**RESOLVED** that Parliament, in accordance with section 5 of the *Crown Lands (Vesting and Disposal) Act*, Cap. 225, approve the lease to the Royal Commonwealth Society (Barbados Branch) of the parcel of land, together with the buildings thereon being 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* to this Resolution, on the terms and conditions set out in the *Second Schedule* to this Resolution, for use as its Headquarters and commercial office.

**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 the property of the Crown situate at The Pine in the parish of Saint Michael in this Island containing by admeasurement 5,796.7 square metres or thereabouts Abutting and Bounding on lands now or late of Majorie Lynch being Lot 3 on lands now or late of Khiema Ramdass being Lot 5 on lands now or late of Darnley Rayside being Lot 7 on lands now or late of Mitchinson and Caslene Hewitt being Lot 8 on lands now or late of Norraine Davis being Lot 9 on lands now or late of Michael Bryan on lands now or late of Erskine Simmons and on a public road leading to Government Hill in one direction to Collymore Rock in another direction and to Pine Gardens or however else the same may abut and bound as delineated and shown on a Plan certified on the 28<sup>th</sup> day of May, 2014 by Camille Belgrave, Land Surveyor and recorded in the Lands and Surveys Department on the 10<sup>th</sup> day of June, 2014 as Plan No. 527 of 2014.

## SECOND SCHEDULE

### TERMS AND CONDITIONS

1. The lease of 5,796.7 square metres of Crown Land located on Pine Plantation Road, St. Michael, together with the the buildings thereon is made between the Crown ("the lessor") and the Royal Commonwealth Society (Barbados Branch) ("the lessee").
2. The lease shall be for a period of 25 years with an option to renew for a further period of 25 years.
3. The initial rent shall be at a concessionary rate of \$500.00 per annum during the first 5 years of the lease.
4. A rent review shall take place every 5 years within the rental period.
5. The lessee shall be responsible for the payment of insurance of the buildings, public liability and occupier's liability of the premises, payment of utilities, land taxes and other outgoings arising out of the use of the site.
6. The lessee shall bear the cost of development of the site and shall comply with Development Planning and other statutory requirements throughout the term.
7. The lessee shall be responsible for renovations as well as the repairs and maintenance of the buildings and premises.
8. The lessee shall advise the Ministry responsible for Housing, Lands and Rural Development of the replacement cost of the buildings and plant on site on completion of the refurbishments.
9. The lessor shall be indemnified against all actions, costs, claims and demands in respect of any injury to or death of any person or damage to any property which may arise directly or indirectly as a result of the lessee's use of the property.

**SECOND SCHEDULE - (Concl'd)**

10. At the end of the lease period or its sooner determination, all buildings, structures and other facilities and improvements regardless of stage of construction, shall revert to the lessor for nil consideration.
11. The lessee may bring this lease to an end at any time by giving 6 months' notice to the lessor.
12. The lessor may bring this lease to an end at any time after the second rent review by giving one year's notice to the lessee.
13. The lessee shall not assign, mortgage or otherwise dispose of the property by lease or part with possession without prior written consent of the lessor and such consent not to be unreasonably withheld.
14. The lessee shall be allowed to sublet the premises for office accommodation only which shall be for a period of 5 years without the written permission from the lessor.
15. The lessee shall be allowed to use the property for a mortgage with the written permission of the lessor.

**ADDENDUM**

The Cabinet at its meeting held on the 11<sup>th</sup> day of April, 2019 agreed that 5,796.7 square metres of land together with buildings thereon situate at Pine Plantation Road in the parish of Saint Michael in this Island should be leased to the Royal Commonwealth Society (Barbados Branch) for use as its Headquarters and commercial office.

The lease shall be subject to 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.

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 the Royal Commonwealth Society (Barbados Branch) of the parcel of land together with the buildings thereon and more particularly described in the *First Schedule*, hereto, on the terms and conditions set out in the *Second Schedule*.