

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 the parcel of land the property of the Crown situate at Upton in the parish of Christ Church in this Island and more particularly described in the *First Schedule* on the terms and conditions set out in the *Second Schedule* for the purpose of constructing a skatepark for public use.

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

Speaker

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

President

FIRST SCHEDULE

ALL THAT land the property of the Crown situate at Upton in the parish of Christ Church in this Island containing by admeasurement 9111.1 square metres or thereabouts abutting and bounding on lands of the Barbados Government (Barbados Hockey Federation Inc.) on a drain on a right of way to an access road leading to a cul-de-sac in one direction on a drain and on a road reserve 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 on the 28th day of March, 2019 in the Lands and Surveys Department as Plan No. 368/2019.

SECOND SCHEDULE

TERMS AND CONDITIONS

The lease to The Maria Holder Memorial Trust of the parcel of land, the property of the Crown, situate at Upton in the parish of Christ Church in this Island and more particularly described in the *First Schedule* is subject to the following terms and conditions:

- (a) the premises are being leased for the purpose of the construction of a skatepark;
- (b) the lease to be for a term of 20 years with an option to renew for a further term of 20 years;
- (c) the lessee shall pay as a rent a one-time payment of \$200.00 plus value added tax, payable in advance;
- (d) the lessor shall review the rent at the end of the first term;
- (e) the lessee shall be responsible for the costs of development of the site;
- (f) the lessee shall comply with the requirements of all planning, building, safety and health and related legislation throughout the term;
- (g) the lessee shall indemnify the lessor against all actions arising from its use of the premises;
- (h) the lessee shall not use, permit or suffer the demised premises or any part thereof to be used for any purpose other than a skatepark except with the permission of the lessor first obtained in writing, such permission not to be unreasonably withheld;
- (i) the lessee shall not assign, mortgage, demise, underlet or otherwise part with possession of any part of the demised premises without the prior written consent of the lessor;
- (j) the lessee reserves the right to surrender the lease with improvements to the premises at any time by giving 8 months' notice;
- (k) the lease shall terminate on the transfer of the ownership of the skatepark to Crown;

- (l) the premises shall revert to the Crown for nil consideration at the end of the lease or its sooner determination; and
- (m) the Maria Holder Memorial Trust shall grant to the Crown, through National Sports Council, a licence in respect of the demised premises on the following terms and conditions:
 - (i) the licence shall be for a term of 20 years less one day with an option to renew for a further term of 20 years less one day;
 - (ii) the licence fee shall be \$1,500.00 plus value added tax, payable annually in advance;
 - (iii) the Crown as licensee acting through National Sports Council shall be responsible for keeping the premises insured under a comprehensive policy in the joint names of the Crown and the Trust;
 - (iv) the Crown shall be responsible for the maintenance and upkeep of the premises and in particular 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 as licensor shall be responsible for the repair of any latent defect in the structure of the premises or repairs arising therefrom;
 - (vi) the Crown shall not carry out any additions or extensions to the premises without the approval of the Trust;
 - (vii) the Crown shall not use, permit or suffer the premises or any part thereof to be used for any purpose other than as a skatepark or for ancillary sporting purposes, except with the written permission of the Trust, such permission not to be unreasonably withheld;
 - (viii) the Crown shall not assign, sublet or further licence any part of the premises;
 - (ix) the Crown shall permit the Trust or its authorized agent, upon receipt of 2 days' written notice to inspect the premises and, thereafter, the Trust may give written specifications of any repairs, maintenance and replacement necessary and require the Crown to execute the repairs within 21 days;

- (x) where the Crown is unable to execute the repairs within the time specified in sub-paragraph (ix), the Trust shall execute the repairs and the costs of those repairs shall be treated as a debt to the Trust as an additional licence fee and shall be settled within 2 months of the date of the Trust's invoice for the work undertaken;
- (xi) the Crown shall be responsible for maintaining public liability insurance of not less than \$2,000,000.00, subject to an annual review by the Trust's brokers, and indemnify the Trust in the event of any liability;
- (xii) the Crown shall be responsible for all outgoings arising from the use of the site as a skatepark; and
- (xiii) the Crown shall give 8 months' notice should it wish to terminate the licence before its expiry date.

ADDENDUM

The Cabinet at its meeting held on the 22nd July, 2021 agreed to the lease of the parcel of Crown land containing by admeasurement 9111.1 square metres situate at Upton in the parish of Christ Church in this Island to The Maria Holder Memorial Trust for the construction of a skatepark.

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

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 Maria Holder Memorial Trust of the land described in the *First Schedule* on the terms and conditions set out in the *Second Schedule*.