

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 Government Hill in the parish of Saint Michael 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 nursery school.

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 known as Grand View situate at Government Hill in the parish of Saint Michael in this Island containing by admeasurement 5957.1 square metres (inclusive of an easement of 457.0 square metres (water main)) or thereabouts abutting and bounding on an access road leading to Highway 5 on lands now or formerly of the Barbados Government (Charles F. Broome Memorial Primary School) on an easement (water main) on other lands now or formerly of the Barbados Government (Barbados Water Authority) on other lands now or formerly of the Barbados Government (The Gordon Corbin Studios) and on the public road known as Highway 5 or however else the same may abut and bound as delineated and shown on a plan certified on the 24th day of August, 2018 by Samuel N. Taylor, Land Surveyor and recorded on the 17th day of April, 2019 in the Lands and Surveys Department as Plan No. 469/2019.

SECOND SCHEDULE
TERMS AND CONDITIONS

The lease to The Maria Holder Memorial Trust of the 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 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 construction of a nursery school;
- (b) the lease shall be for a term of 30 years;
- (c) the rent shall be a one-time payment of \$200.00 plus value added tax, payable in advance;
- (d) the lessee shall be responsible for the costs of development of the site;
- (e) the lessee shall comply with the requirements of all planning, building, safety and health and related legislation throughout the term;
- (f) the lessee shall indemnify the lessor against all actions arising from its use of the premises;
- (g) 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 except with the permission of the lessor first obtained in writing, such permission not to be unreasonably withheld.
- (h) 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;
- (i) the lessee reserves the right to surrender the lease with improvements to the premises at any time by giving 8 months' notice;
- (j) the lease shall terminate on the transfer of the ownership of the nursery school to the Crown;
- (k) the lessee shall, at the expiration or sooner determination of the lease, quietly yield up the premises for nil consideration; and

- (l) The Maria Holder Memorial Trust shall grant to the Crown a licence of the developed nursery school on the following terms and conditions:
 - (i) the licence shall be for a term of 30 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 the licensee 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 use the premises as a nursery school and for ancillary educational purposes, unless written consent by the Trust is given to do otherwise, such consent 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 subparagraph (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 \$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 nursery school;
- (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 on the 22nd July, 2021 agreed to the lease of the parcel of land known as Grand View containing by admeasurement 5957.1 square metres situate at Government Hill in the parish of St. Michael in this Island for the construction of a nursery school.

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

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*.