# CHAPTER 263

# HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA (AMENDMENT OF AGREEMENT) (NO. 2)

# **ARRANGEMENT OF SECTIONS**

#### SECTION

- 1. Short title.
- 2. Governor-General authorised to enter into Agreement.
- 3. Agreement to be sealed with Public Seal.

SCHEDULE

# **CHAPTER 263**

#### HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA) (AMENDMENT OF AGREEMENT) (NO. 2)

An Act to authorise the entering into of an agreement 48 of 1965 with The Grand Bahama Port Authority Limited, further amending and extending the existing agreements with that company dated the 4th day of August, A.D., 1955 and the 11th day of July, A.D., 1960 respectively.

[Commencement 11th September, 1965]

This Act may be cited as the Hawksbill Creek, 1. Short title. Grand Bahama (Deep Water Harbour and Industrial Area)(Amendment of Agreement)(No. 2) Act.

The Governor-General is hereby authorised, at 2. any time within six months after the coming into operation of this Act, to enter into an Agreement, substantially in the form set out in the Schedule hereto, with The Grand Bahama Port Authority, Limited, a Company incorporated in the Colony.

3. The Public Seal of the Colony shall be affixed to the said Agreement and the same shall be signed by the Governor on behalf of the Government of the Colony.

## **SCHEDULE**

## **BAHAMA ISLANDS**

#### **NEW PROVIDENCE**

THIS AGREEMENT made the ..... day of ...... A.D., 1965 BETWEEN His Excellency Sir Ralph Francis Alnwick Grey, Knight Grand Cross of The Most Distinguished Order of Saint Michael and Saint George, Knight Commander of The Royal Victorian Order, Officer of The Most Excellent Order of the British Empire, Governor and Commanderin-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands (who and whose successors in office for the time being are hereinafter referred to and included in the term "the Government") of the one part AND The Grand Bahama Port Authority, Limited a company incorporated under

Governor-General authorised to enter into Agreement.

Agreement to be sealed with Public Seal.

#### CH.263 – 4] HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

the laws of the said Bahama Islands and carrying on business in the Colony (hereinafter referred to as "The Port Authority" which expression where the context so admits shall include their assigns) of the other part WHEREAS:

- (a) This Agreement is supplemental to an Agreement<sup>1</sup> (hereinafter referred to as "the Principal Agreement") dated the Fourth day of August, A.D., 1955 and made between Excellency the Honourable Anthony Geoffrey His Hopwood Gardner-Brown, Acting Governor and Commander-in-Chief in and over the Bahama Islands of the one part and the Port Authority of the other part now of record in the Registry of Records of the Bahama Islands in Volume 8 (New Series) at pages 447 to 479 which said Principal Agreement was amended and extended by a Supplemental Agreement<sup>2</sup> (hereinafter referred to as "the Supplemental Agreement") dated the Eleventh day of July, A.D., 1960 and made between His Excellency Sir Robert de Stapledon Stapledon Governor and Commander-in-Chief in and over the Bahama Islands acting for and on behalf of the Government of the Bahama Islands of the one part and the Port Authority of the other part now of record in the said Registry of Records in Volume 353 at pages 186 to 360 inclusive;
- (b) The Port Authority (as the Government hereby acknowledges) have duly fulfilled to the satisfaction of the Government the obligations contained in subclause (1) of clause 1 of the Supplemental Agreement to construct and furnish or to cause to be constructed and furnished a first class de luxe resort hotel containing not less than Two hundred (200) bedrooms with all reasonable amenities within the Port Area (as that expression is used in the Principal Agreement) and have up to the date hereof duly operated the same or caused the same to be operated in accordance with the standards prescribed by the said subclause (1) and have otherwise duly observed and performed all their other obligations in or in respect of the Principal Agreement as amended by the Supplemental Agreement;
- (c) The Port Authority have on their part agreed to enter into the covenants hereinafter contained relating to the construction of housing accommodation schools and medical clinics and the provision of water electricity and other utility services;
- (d) The Government is satisfied that it is desirable for the purposes of encouraging and facilitating further development in the Island of Grand Bahama and of ensuring the proper and efficient administration thereof that the provisions of the Principal Agreement and the Supplemental Agreement should be amended in the manner hereinafter appearing and that such further agreements should be made as are hereinafter contained; and

<sup>&</sup>lt;sup>1</sup> See Ch. 261.

<sup>&</sup>lt;sup>2</sup> See Ch. 262.

#### HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

(e) Up to the date hereof the total number of Licensees within the meaning of paragraph (c) of subclause (1) of clause 2 of the Principal Agreement is not more than Five hundred and Sixty (560) and the persons and Companies whose names are contained in the First Schedule hereto amount to not less than four-fifths (4/5ths) in number of the said Licensees and such persons and Companies in pursuance of subclause (8) of clause 3 of the Principal Agreement have consented to the amendments to the Principal Agreement and the Supplemental Agreement hereinafter contained and the other provisions of these presents in witness whereof the said persons have severally set their hands and seals and the seals of the several Companies have been duly affixed hereto or upon true certified copies of the text of these presents which copies have been deposited with the Government and are now of record in the said Registry of Records in Volume ...... at pages .....;

NOW THIS AGREEMENT made in consideration of the premises WITNESSETH as follows:

1. The Port Authority hereby covenant with the Government that unless prevented from so doing by Act of God, insurrection, riot, civil, commotion, war or warlike operations, strikes, lockouts, *force majeure*, or any unforeseen or extraordinary circumstances which may be reasonably considered to be beyond the control of the Port Authority (including the inability of the Port Authority to obtain or employ the necessary labour or to obtain or secure the necessary materials)—

(1) Subject to the conditions hereinafter provided the Port Authority will construct or procure the construction of dwelling houses in the Port Area of such a type as will afford suitable accommodation for families of low and middle class income groups to the intent that such dwelling houses shall be sold to persons wishing to own and occupy the same such dwelling houses to be erected on such site or sites and be of such size and design and to be provided with such services and amenities as the Port Authority shall from time to time decide subject to the prior approval of the Minister for Housing which approval shall not be unreasonably withheld or delayed.

The Conditions attaching to this covenant are that:

the liability of the Port Authority hereunder shall be (a) limited to the erection of One thousand (1,000) dwelling houses provided always that if it should appear that there is a demand by persons of the said income groups wishing to own and occupy dwelling houses of the type aforesaid in excess of the figure of One thousand (1,000) the Port Authority at the request of the Minister for Housing would be prepared to consider the erection of such further dwelling houses reasonably necessary as may be to meet such demand:

#### CH.263 – 6] HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

- (b) the said dwelling houses shall be erected and completed from time to time in such numbers as may reasonably be necessary to meet the current demand by persons of the said income groups for the purchase of such dwelling houses in the Port Area the first Two hundred (200) of such dwelling houses to be erected and completed within Eighteen (18) months from the date of these presents; and
- (c) in regard to any dwelling house to be erected hereunder the Port Authority or any company nominated by them may be approved by the Minister for Housing as a lender and also as a builder for the purposes of The Housing Act 1960 or any Act amending or replacing the same.

For the purposes of paragraph (a) of this clause "dwelling house" means a house which provides facilities for living, sleeping, eating, food preparation and sanitation for one family being facilities which are not designed to be shared with the occupants of any other house.

- The Port Authority will give the Government written notice at (2)least once every Six (6) months of the number and location of the dwelling houses referred to in subclause (1) of this clause the construction of which has been commenced or completed since the immediately preceding notice and will so far as reasonably possible make available for purchase (at the going prices thereof) such of the said dwelling houses as may be required for occupation by any Headmaster or Assistant Headmaster or other teacher for the time being employed in any school or are required by the Government for occupation by persons for the time being in the whole time employment of the Government for government purposes (which expression shall have the same meaning as in paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof).
- (3) If the Minister for Education shall:
  - within One (1) year after the date of these presents give (a) to the Port Authority written notice (hereinafter called the "First Notice") that he requires one of the following namely either (i) the construction of One (1) primary school providing reasonable accommodation for the instruction of not less than Eight hundred (800) children either within the Port Area or within the area (hereinafter in this clause called "the Specified Area") comprising the Settlements in the Island of Grand Bahama known as Pinder's Point Lewis Yard and Hunter's or (ii) the construction of Two (2) primary schools each providing reasonable accommodation for the instruction of not less than Four hundred (400) children and one to be either within the Port Area or within the Specified Area and the other to be either within or without the Port Area; and/or

(b) at any time within Ten (10) years after the date of these presents give to the Port Authority written notice (hereinafter called "the Second Notice") that he requires the construction of a further primary school within the Port Area providing reasonable accommodation For the instruction of not less than four hundred (400) children,

then the Port Authority will thereupon construct or procure the construction of such schools in accordance with the following provisions namely:

- (A) Each school required to be within the Port Area shall be on a site to be mutually agreed between the Minister for Education and the Port Authority and to be of such area and situation as reasonably to provide for the future expansion of the school with all amenities usually provided by the Government for a primary school including playing-fields (for use jointly by all schools in the Port Area);
- (B) Each school required to be otherwise than within the Port Area shall be on a site to be provided by the Minister for Education; and
- (C) The construction of the school or schools referred to in the First Notice shall be completed within Eighteen (18) months from the receipt by the Port Authority of the First Notice and the school referred to in the Second Notice shall be constructed and completed with due diligence after the receipt by the Port Authority of the Second Notice and (in the case of every school) in accordance with plans to be approved by the Minister for Education (such approval not to be unreasonably withheld) and in accordance with standards at least equal to those of the Four (4) secondary schools at the date of these presents under construction for the Minister of Education in the Island of New Providence.

And upon completion of any such school as aforesaid within the Port Area the Port Authority will lease or procure to be leased the same and the sites thereof to the Government upon the terms and conditions specified in the said paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof.

(4) The Port Authority will forthwith commence and with due diligence complete the construction of a further primary school providing reasonable accommodation for the instruction of not less than Two hundred (200) children in an area in the Island of Grand Bahama between the Settlement of Holmes Rock on the West and the Western bank of Hawksbill Creek on the East on a site to be provided by the Minister for Education such school to be built in accordance with the same standards as are referred to in subclause (3) of this clause Provided that if either (a) the Government shall after the First day of June, A.D., 1965 have itself commenced to

#### CH.263 – 8] HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

construct a school within such area as aforesaid providing accommodation for the instruction of not less than Two hundred (200) children or (b) the Government shall after the date of these presents decide itself to construct such a school and shall notify the Port Authority in writing of such decision then (i) the obligation of the Port Authority under this present subclause to construct a school shall thereupon cease and (ii) upon the completion of such a school by the Government the Port Authority will pay to the Government as a contribution towards the cost thereof a sum equal to whichever is the smaller of (A) the sum of Seventeen thousand pounds (£17,000) and (B) a fraction of the cost of constructing the last mentioned school the numerator of which is Two hundred (200) and the denominator of which is the number of children for the instruction of which such school was designed.

2. The Port Authority hereby further covenant with the Government that:

- (1) The Port Authority will provide and lease to the Government (upon the terms and conditions specified in the said paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof) a site in Freeport of such area (not exceeding Ten (10) acres) as the Government shall require (hereinafter called "the Medical Purposes Site") for the erection thereon by the Government of a medical clinic and a doctor's residence and other purposes connected with the provision of medical facilities within the Port Area.
- (2) Upon the completion of the construction of the said clinic and doctor's residence on the Medical Purposes Site within Five (5) years after the date hereof the Port Authority will pay to the Government a sum equal to the costs of such construction up to (but not exceeding) the sum of Twenty thousand pounds (£20,000).
- (3) If the Government shall within Five (5) years after the date hereof construct and complete at the Eight Mile Rock Settlement in the said Island of Grand Bahama a clinic and doctor's residence the Port Authority will pay to the Government a sum equal to the costs of such construction up to but not exceeding the sum of Twenty thousand pounds (£20,000).
- (4) The Port Authority will procure the laying of an Eight (8) inch water main from the existing water supply system in the Port Area to the point marked "A" on the plan hereto annexed and will procure the provision through such main of such water as is required by the said Eight Mile Rock Settlement up to but not exceeding a quantity of One hundred thousand (100,000) gallons of water per day AND subject always (i) to the availability of supplies of potable ground water within the Port Area (ii) to meeting the requirements of water consumers within the Port Area and (iii) to adequate advance notice being given by the Government to the Port Authority from time to time so as to enable the Port Authority to provide the facilities

necessary for the production of such increased amount of water as may be specified in such notice the Port Authority will use their best endeavours to provide such further amounts of potable water as may be required by the said Settlement all water supplied under the provisions of this subclause to be charged for at the price of Six shillings (6/-) per One thousand (1,000) gallons Provided that such price may from time to time be increased in such manner that the price at any given time shall bear the same relation to Six Shillings (6/-) per One thousand (1,000) gallons as the cost and expenses of producing water and passing it through the said main to the said point "A" at such given time bears to the same costs and expenses at the date when the said main is laid and commences to be used such respective costs and expenses to be ascertained and conclusively certified by Messrs. Price Waterhouse & Co. of Trade Winds Building in the City of Nassau or some other reputable firm of Chartered Accountants nominated by the Port Authority and approved by the Government (such approval not to be unreasonably withheld).

- (5) The Port Authority will procure the provision of a supply of water (not in excess of Twenty-five thousand (25,000) gallons per day) from the existing water supply system in the Port Area to the point marked "B" on the said plan hereto annexed for the purposes of supplying the area comprising the Settlements in the said Island of Grand Bahama known as Pinder's Point Lewis Yard and Hunters at the same price (and liable to be increased in the same manner) as is specified in the last preceding subclause hereof.
- (6) The Port Authority will pay to the Government the sum of Ten thousand pounds (£10,000) towards the costs of any town planning work carried out by the Government in the said area in the Island of Grand Bahama between the Settlement of Holmes Rock on the West and the Western bank of Hawksbill Creek on the East.
- (7) The Port Authority will not without the previous written consent of the Government either (a) release Colonial Research Institute (a company also incorporated under the laws of the said Bahama Islands) from any of its obligations under an Agreement dated the First day of October, A.D., 1962 and made between the Port Authority of the one part and the said Colonial Research Institute of the other part now of record in the said Registry of Records in Volume 878 at pages 436 to 454 inclusive or (b) revoke or terminate the Lease granted to the said Colonial Research Institute pursuant to the provisions of the said Agreement.

3. The Port Authority hereby further covenant with the Government that —

- (1) The Port Authority will continue to promulgate a comprehensive and detailed Building Code applicable to the Port Area and will revise the same from time to time in the light of technical developments and the changing needs of the community.
- (2) Such Building Code shall contain regulations for the purpose of establishing and maintaining proper and appropriate standards of building constructions and layouts in the Port Area and for the prior submission and approval of plans and specifications for such constructions, and shall make appropriate provisions for the disposal of sewage until such time as a general sewage disposal system is available in any area, for the proper siting and use of wells and water supply and distribution systems for the purpose (*inter alia*) of preventing contamination of water supplies, and for such other matters as the Port Authority reasonably consider necessary or desirable to ensure the general welfare of the community.
- (3) The Port Authority will continue or cause to be continued the operation in the Port Area of garbage collection and disposal facilities.
- (4) The Port Authority will keep all drainage ditches at the date hereof or hereafter provided by them in any part of the Port Area in a proper condition and state of repair as long as the same are currently in use.
- (5) The Port Authority will procure that all water supply systems in the Port Area directly or indirectly under their control are from time to time inspected and are safeguarded against contamination.
- (6) The Port Authority will at all times take such steps as they in the reasonable exercise of their discretion consider expedient and practical to expand and extend water supply systems in the Port Area directly or indirectly under their control and to encourage and assist (by making available easements, wayleaves and other like facilities) the provision and distribution in the Port Area of adequate supplies of electricity.
- (7) The Port Authority will co-operate with the Government for the purposes of pest control and elimination by providing such means of access within the Port Area as are reasonably available and making such provisions in the said Building Code as may from time to time be mutually agreed by the Government and the Port Authority for such purposes Provided Always (and it is hereby agreed) that the Port Authority and any utility company or corporation shall be entitled to make charges in connection with the supply and distribution of water and electricity sewage disposal systems and garbage collection and disposal facilities.

4. Paragraph (a) of subclause (5) of clause 1 of the Principal Agreement as amended by subclause (3) of clause 2 of the Supplemental Agreement is hereby revoked provided always that nothing herein contained shall affect the right of the Port Authority and any corporation institution or body for the time being authorised by them during the continuance of the Principal Agreement to provide educational instruction and facilities (primary or otherwise) within the Port Area as they deem fit and to charge and collect from individuals who or whose children receive any such educational instruction or facilities reasonable fees in respect thereof.

5. Paragraph (b) of subclause (5) of clause 1 of the Principal Agreement as amended by subclause (4) of clause 2 of the Supplemental Agreement is hereby revoked provided always that nothing herein contained shall affect the right of the Port Authority or any corporation institution or other body for the time being authorised by them during the continuance of the Principal Agreement to provide operate and maintain such medical services and facilities within the Port Area as they deem fit and to charge and collect from individuals who or whose children receive any such medical services and facilities as aforesaid reasonable fees in respect thereof.

6. Paragraph (c) of subclause (5) of clause 1 of the Principal Agreement is hereby revoked and the following is substituted therefor:

- "(c) Provide and lease to the Government or procure to be so provided and leased any area of vacant land (as that term is hereinafter defined) within the Port Area which the Government may need within the Port Area for government purposes (as that term is hereinafter defined) subject to the area of any parcel of such land and its location being in all the circumstances reasonably related to the needs of the Government. The terms and conditions of any such lease granted under this paragraph of this subclause shall be mutually agreed between the Government and the Port Authority save that unless the parties otherwise agree every such lease shall provide and be subject to the following terms and conditions that is to say:
  - (i) the premises shall be occupied and used solely for government purposes;
  - (ii) in the event of the Government failing for a continuous period of Twelve (12) months during the currency of the lease to occupy and use the premises solely for government purposes the lease shall thereupon be determined;
  - (iii) the lease shall be for a term of Nine hundred and ninetynine (999) years at a yearly rental of One shilling (1/-);

#### CH.263 – 12] HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

- (iv) during the continuance of the Principal Agreement the Government shall maintain the demised land in a clean and sanitary condition and any buildings erected thereon in a state of good repair;
- (v) after the determination of the Principal Agreement the Government shall be under no obligation to maintain in a state of good repair any buildings on the demised land or to surrender them at the determination of the lease in a state of good repair or at all".

For the purposes of this paragraph of this subclause —

- (a) "vacant land" means land within the Port Area which has no buildings or other structures erected upon it and which is vested in fee simple in the Port Authority or their Licensees known as The Grand Bahama Development Company Limited (a company also incorporated in the Colony) being land in which no other person has any right title or interest and which is not subject to any restrictive covenant as would prevent the Government from utilising such land for the government purpose intended;
- (b) "government purposes" means any function of government carried out within the Port Area to discharge any of the responsibilities of Government in relation to the Port Area for the maintenance of law and order, the administration of justice and the collection of revenue the provision of housing accommodation for Government officers or the carrying on of the work of any Ministry or Department of Government.

7. Subclause (6) of clause 1 of the Principal Agreement is hereby amended by deleting the words "pursuant to the provisions of paragraph (c) of subclause (5) of this clause".

8. Paragraph (a) of subclause (5) of clause 2 of the Principal Agreement is hereby amended by deleting therefrom the words:

"Provided Always that sales of any articles or things for export outside of the Colony"

and substituting therefor the words:

"Provided Always that any articles or things sold or agreed to be sold for export outside of the Colony (other than articles or things sold or agreed to be sold as the result of the display within the Port Area of such or identical articles or things or replicas thereof in the operation of a retail business".

9. Subclause (28) of clause 2 of the Principal Agreement is hereby amended by adding immediately at the end thereof the following proviso:

"Provided Always that nothing in the foregoing provisions of this subclause shall prevent the enactment making or promulgation of any legislation order or regulation imposing any duty or tax on the import into any other part of the Colony of any articles or things manufactured processed assembled or produced in the Port Area except pine lumber or products consisting of or made out of pine lumber or pine timber processed or manufactured within the Port Area out of pine timber grown on the said Island of Grand Bahama."

10. Notwithstanding anything contained in the Principal Agreement or clause 3 of the Supplemental Agreement no Licensee (as that expression is used in the Principal Agreement) undertaking after the date of these presents the construction or operation within the Port Area of an hotel (meaning thereby an building containing bedrooms for letting for short-term occupation by visitors to the Port Area) shall be entitled to any greater benefits in the way of refund for or freedom or exemption from Customs Duties Real Property Taxes or any other taxes or direct taxation in respect of the construction or operation thereof than would have been obtained had such hotel been a New Hotel within the meaning and for the purposes of clause 3 of the Supplemental Agreement.

11. The Port Authority hereby covenant with the Government that within Six (6) months of the execution of these presents they will execute leases demising to the Treasurer for and on behalf of the Government the several premises within the Port Area more particularly described in the Second Schedule hereto. The terms and conditions of such leases shall be mutually agreed between the Government and the Port Authority save that unless the parties otherwise agree such leases shall provide and be subject to the following terms and conditions that is to say:

- (a) the premises shall be occupied and used solely for government purposes;
- (b) that in the event of the Government failing for a continuous period of Twelve (12) months during the currency of the lease to occupy and use the premises solely for government purposes the lease shall thereupon be determined;
- (c) the lease shall be for a term of Nine hundred and Ninetynine (999) years;
- (d) during the period of Twenty-five (25) years after the commencement of the said term the Government shall pay the yearly rental specified in column 3 of the Second Schedule hereto (being Six per centum (6%) of the depreciated cost of the premises as shown in column 2 of the Second Schedule hereto) and thereafter a yearly rental of One shilling (1/-);
- (e) during the continuance of the Principal Agreement the Government shall maintain the land in a clean and sanitary condition and any building thereon in a state of good repair (fair wear and tear expected);
- (f) after the determination of the Principal Agreement the Government shall be under no obligation to maintain in a state of good repair any buildings on the land or to surrender them at the determination of the lease in a state of good repair or at all.

In this clause the expression "government purposes" shall have the same meaning as in paragraph (c) of subclause (5) of clause 1 of the Principal Agreement as substituted by clause 6 hereof.

12. It is hereby mutually agreed that subclause (2) of clause 2 of the Principal Agreement shall henceforth operate and have effect as if the words "or such other Code of Electrical Standards as may from time to time be mutually agreed between the Government and the Port Authority," were inserted at the end thereof.

13. Having regard to the considerable increase in the industrial and other development of the Port Area and to the nature and extent of certain of the responsibilities imposed by the Principal Agreement (as heretofore amended) upon the Port Authority that is to say *inter alia* for the proper operation of the deep water harbour at Freeport (under clause 1(2) of the Principal Agreement) for the laying-out of the development of the Port Area and the administration and control thereof (under clause 1(4) of the Principal Agreement) for the safe operation of all utility undertakings constructed by them or their Licensees (under clause 1(7) of the Principal Agreement) for the safe construction and the proper maintenance of all buildings and machinery installed in buildings within the Port Area so as to provide for the health and safety of employees and the general public and for the installation and maintenance of good public sanitation within the Port Area (under clause 1(10) of the Principal Agreement) and having regard to the need in the public interest to ensure that the Port Authority have the powers necessary to enable them to discharge effectively such and other responsibilities more particularly described in the Principal Agreement and the Supplemental Agreement and this Agreement the Government hereby undertakes to consider sympathetically any application by the Port Authority for the promotion of legislation to permit the Port Authority to make bye-laws subject to the approval of the appropriate Minister for the purpose of enabling the Port Authority to discharge the said responsibilities and to authorise the Port Authority or any duly authorised Licensee to collect or recover from owners or occupiers of premises reasonable fees or charges for services provided or rendered by the Port Authority or such Licensee in the discharge of the said responsibilities.

14. It is hereby mutually agreed that any reference contained in the Principal Agreement or the Supplemental Agreement to "The Governor in Council", or an "Order in Council", or "the Colonial Secretary" shall hereafter be read and construed as a reference to "the Governor", an "Order by the Governor" or "the Secretary to the Cabinet", as the case may be.

#### THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

# Names and Addresses or Registered Offices of Existing Licensees.

# THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Description of Premises		Depreciated Cost	Yearly Rental
1.	Livingstone Apartments, Pioneer Way. (comprising 8 units, each with 2 bedrooms, now occupied by Customs personnel).	£14,174 (Cost£19,004) less £4,830 depreciation)	£850
2.	50 Ranleigh Drive. (3 bedroom house, now occupied by Customs personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
3.	53 Frobisher Drive. (3 bedroom house, now occupied by Customs personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
4.	126 Clive Avenue. (3 bedroom house, now occupied by Immigration personnel).	£2,558 (Cost£3,480 less £922 depreciation)	£153
5.	65 Whymper Lane. (3 bedroom house, now occupied by Post Office personnel).	£2,946 (Cost£3,592 less £646 depreciation)	£177
6.	<ul><li>47 Pioneer Way.</li><li>(3 bedroom house, now occupied by Customs personnel).</li></ul>	£2,224 (Cost£2,483 less £259 depreciation)	£133
7.	<ul><li>83 Banyan Lane.</li><li>(3 bedroom house, now occupied by Police personnel).</li></ul>	£5,563 (Cost£6,845 less £1,282 depreciation)	£334
8.	36-45 Trotter Avenue. (comprising 10 houses, each with 3 bedrooms, now occupied by 8 Customs, 1 Immigration, 1 Postal personnel).	£25,469 (Cost£27,289 less £1,820 depreciation)	£1,528

# CH.263 – 16] HAWKSBILL CREEK, GRAND BAHAMA (DEEP WATER HARBOUR AND INDUSTRIAL AREA

Description of Premises	Depreciated Cost	Yearly Rental
<ul> <li>9. Administration Building, Pioneer Way.</li> <li>2,893 square feet of office space (now occupied by the Commissioner, Police and Liaison Officer).</li> </ul>	£11,503 (Cost£17,784 less £6,281 depreciation)	£690
<ol> <li>Police House, Cedar Street.</li> <li>(3 bedroom house, now occupied by Police personnel).</li> </ol>	£2,505 (Cost£2,797 less £292 depreciation)	£150
<ol> <li>Police Station, Peel Street. (comprising 8 Unit Barracks, 13 Duplexes, Administration, Garage, and Workshops now occupied by Police).</li> </ol>	£74,329 (Cost£80,267 less £5,938 depreciation)	£4,459
<ol> <li>Customs House, Pioneer Way.</li> <li>1,230 square feet of office space (now occupied by Customs personnel).</li> </ol>	£3,898 (Cost£6,028 less £2,130 depreciation)	£234
<ol> <li>Post Office, Business District.</li> <li>2,000 square feet</li> </ol>	£7,017 (Cost£7,980 less £963 depreciation)	£421
<ol> <li>Airport.</li> <li>3,400 square feet (now occupied by Customs and Immigration personnel).</li> </ol>	£11,952 (Cost£12,570 less £618 depreciation)	£717
<ol> <li>Customs, Harbour.</li> <li>370 square feet (now occupied by Customs personnel).</li> </ol>	£804 (Cost£1,071 less £267 depreciation)	£48