

Act No. 79 of 1963**JENKIN VERNON ROBERTS WINDSOR FIELD
LEASE**

An Act to authorise the Airports Board to enter into an agreement with Jenkin Vernon Roberts, for the lease to him of certain land at Windsor Field for the erection of a hotel. *79 of 1963*

[Commencement 20th December, 1963]

1. This Act may be cited as the Jenkin Vernon Roberts Windsor Field Lease Act. Short title.

2. The Airports Board is hereby authorised to lease to Jenkin Vernon Roberts in the form set out in the Schedule hereto, certain land at Windsor Field for the purpose of erecting a hotel. Airports Board authorised to lease certain land at Windsor Field to Jenkin Vernon Roberts.

SCHEDULE

BAHAMA ISLANDS.

NEW PROVIDENCE.

THIS INDENTURE is made theday ofA.D. 1963 BETWEEN The Airports Board of The Bahamas constituted and appointed under and by virtue of The Airports Board Act (Chapter 12 of the 1957 Revised Edition of the Laws of the Bahama Islands) (hereinafter called the Board which expression shall where the context so admits include the reversioner or reversioners for the time being immediately expectant upon the term hereby created) of the one part and Jenkin Vernon Roberts of the Eastern District of the Island of New Providence one of the said Bahama Islands (hereinafter called the Lessee) of the other part NOW THIS INDENTURE WITNESSETH as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained and in consideration of the surrender by the Lessee coterminous with the execution of these presents of the term of the lease made to the Lessee by the Board on the Eleventh day of July A.D. 1961 the Board hereby demises unto the Lessee ALL that piece parcel or lot of land situate at Windsor Field in the Western District of the Island of New Providence and more particularly described in the Schedule hereto (hereinafter referred to as the demised premises) TO HOLD the same unto the

Lessee for the term of Seventy-five years from the day of..... A.D. 196 determinable as hereinafter provided PAYING THEREFOR to the Board the annual rental of Five hundred and Fifty pounds payable in advance on the day of in each year until the expiration or determination hereof, the first payment thereof to be made on the execution of these presents.

2. he Lessee for himself his heirs personal representatives and assigns and to the intent that the obligations may continue throughout the term hereby created covenants with the Board as follows:

- (1) To erect a hotel on the demised premises the construction of which is to be commenced within a period of One (1) year from the date of this Indenture such hotel to provide for accommodations of a minimum of One hundred and Twenty (120) bedrooms the first Fifty (50) bedrooms to be erected within the One (1) year period as aforesaid with Ten (10) additional bedrooms to be erected each year thereafter until the total of One hundred and Twenty (120) bedrooms have been completed.
- (2) In erecting the hotel as aforesaid to conform to the provisions of the Buildings Regulations Act and the Town Planning Act and all other statutes and regulations relating to the erection of buildings in the Island of New Providence or that part of the Island of New Providence in which the demised premises are situate and to pay and keep the Board indemnified against all claims for fees charges fines penalties and other payments whatsoever which may become payable under or to be demanded under the Acts or other statutes or regulations aforesaid.
- (3) To pay the rent in the manner herein prescribed without any deductions whatsoever.
- (4) To pay all existing and future rates, taxes and other assessments now or hereafter imposed upon the demised premises or any part thereof or on the Board or upon the Lessee in respect thereof respectively including but not so as to restrict the generality thereof any present or future real property tax imposed or charged upon the Board in respect of the demised premises or any part thereof.
- (5) Not without the previous consent in writing of the Board to carry on or suffer to be carried on in or upon the demised premises or any part thereof any trade or business whatsoever other than that of a hotel and all lawful recreational facilities normally carried on in conjunction with the operation of a hotel including but not so as to restrict the generality thereof tennis, golf and other recreational facilities approved by the Board.

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- (6) To accept full responsibility for the installation of such water and sewerage facilities services and fixtures on the demised premises as the Lessee may consider necessary and to effect such maintenance as the Lessee may from time to time consider to be necessary to the installation of the said water and sewerage facilities services and fixtures PROVIDED HOWEVER that the Board will allow the Lessee to connect his sewerages lines to the Board's main sewerage lines to Windsor Field at a quarterly rate of payment for sewerage services in proportion to the cost to the Board for the provision and maintenance of such sewerage disposal facilities to be agreed between the Board and the Lessee.
 - (7) To accept full responsibility for the cost of the supply of drinking water and brackish water requirements electricity and telephone services to the demised premises and to indemnify and keep indemnified the Board against all charges imposed upon the Board for the cost of drinking water electricity and telephone services to the demised premises.
 - (8) Not to erect any other building on the demised premises or any additions to the hotel erected under the provisions of sub-clause (1) of this clause without the previous consent in writing of the Board.
 - (9) Not to assign underlet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Board.
 - (10) Within one month of any assignment underlease (otherwise than by way of mortgage) or of relating to the demised premises or any part thereof to produce such assignment or underlease to the Board for inspection or in the case of a devolution of the demised premises upon the death of the Lessee to produce to the Board within twelve months of the happening thereof the probate of the will or the letters of administration under which such devolution arises.
 - (11) To keep the said hotel and all additions thereto and all other buildings at any time erected on the demised premises in a good and tenantable state of repair to the satisfaction of the Board.
 - (12) To permit the Board or its agents with or without workmen and others twice or oftener in every year during the said term at reasonable times to enter upon the land hereby demised and the buildings thereon and every part to examine the state and condition of the same and thereupon the Board may serve upon the Lessee notice in writing specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within thirty days of such notice proceed diligently with the execution of such repairs then to permit the Board to enter upon the demised premises and to execute such repairs and the cost thereof shall be a debt due from the Lessee to the Board.

- (13) To insure and to keep insured the said hotel and all other buildings and erections which may during the said term be upon the demised premises in the joint names of the Board and the Lessee from loss or damage by fire hurricane riot or civil commotion in an insurance company to be agreed between the Board and the Lessee to the full value thereof to be determined by the Board and to make all payments necessary for the above purposes within seven days after the same shall respectively become payable and to produce to the Board or its agent on demand the policy or policies of insurances and the receipt or receipts for such payments.
- (14) In the event of the said hotel or other buildings or erections on the land hereby demised being destroyed or damaged by fire, hurricane riot or civil commotion as aforesaid forthwith to rebuild and reinstate the same to the satisfaction of the Board it being hereby agreed that all monies to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the said hotel or other buildings or erections and in case the same shall be insufficient for that purpose to make up the deficiency out of the Lessee's own money.
- (15) That at any time within Three (3) calendar months after the expiration or sooner determination of the said term the Lessee may remove carry away convert to his own use sell or otherwise dispose of all appliances fixtures furniture furnishings goods chattels or other effects then upon the demised premises PROVIDED HOWEVER that such appliances, fixtures, furniture, furnishings, goods, chattels and other effects are not considered to be annexed to the freehold and can be removed without causing damage or injury to the building or buildings upon the demised premises and PROVIDED FURTHER that at any time within Three (3) calendar months after the expiration or sooner determination of the said term all buildings together with all additions thereto and appurtenances upon the demised premises shall revert to the Board.
- (16) Not to prepare or sell food on the demised premises save by agreement with any person or corporate body who has or may have the exclusive right to prepare and serve food within the precincts of the Nassau International Airport.
- (17) Not to operate a wholesale liquor store on the demised premises save by agreement with any person or corporate body who has or may have the exclusive right to operate a wholesale liquor store within the precincts of the Nassau International Airport.

3. The Board to the intent that the obligations shall continue throughout the term hereby created hereby covenants with the Lessee as follows:

- (1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants and conditions on the part of the Lessee herein contained shall peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption by the Board or any person rightfully claiming under or in trust for the Board.
- (2) The Lessee may excavate a canal or waterway on the demised premises and may use any earth clay gravel sand or other material taken out of the demised premises in connection with the said excavation in any way or manner as the Lessee shall see fit Provided that any such earth clay gravel sand or other material is not utilised for any purpose other than the development of the demised premises.
- (3) Upon the Lessee agreeing to pay such concession fees as may be from time to time demanded by the Board, the Lessee or his agents may operate on the demised premises a cocktail bar and lounge but not so as to cause a breach of the Lessee's covenants in sub-clauses (16) and (17) of clause 2 hereof.
- (4) That the Lessee or his agents may operate on the demised premises a bank, haberdashery and other business establishments approved by the Board.
- (5) To join with the Lessee in assigning any insurance taken out in compliance with the provisions of clause 2 (13) hereof to any mortgagee of the demised premises with whom the Lessee contracts or enters into a mortgage to the extent of such mortgagee's interest.

4. It is mutually agreed as follows:

- (1) If the rent hereby reserved or any part thereof shall be in arrears or unpaid for the space of Thirty days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been legally demanded or not if the Lessee shall commit any breach of the covenants and conditions contained in this lease and on his part to be observed and performed or any of them in any such case it shall be lawful for the Board at any time thereafter and although the Board might not have taken advantage of some previous default of a similar nature to enter upon the demised premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as of its former estate.
- (2) Any notice requiring to be served hereunder shall be sufficiently served on the Lessee if left addressed to the Lessee on the demised premises or forwarded to the Lessee in the Island of New Providence by post and shall be sufficiently served on the

Board if delivered to the Chairman of the Board personally or forwarded to the office of the Director of Civil Aviation or the Airports Board in the said Island of New Providence by post. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it was sent.

(3) Throughout these presents any reference to months shall mean calendar months.

5. All questions or differences whatsoever which may at any time arise between the parties hereto concerning these presents or the subject matter thereof or arising out of or in relation thereto respectively whether as to construction or otherwise upon which no agreement shall be arrived at between the parties hereto shall be referred to a single arbitrator in case the parties can agree upon one otherwise to two arbitrators one to be appointed by each party to the difference and in either case in accordance with the Arbitration Act of The Bahamas.

THE SCHEDULE HEREINBEFORE REFERRED TO:

ALL that piece or parcel of land situate in the Western District of the Island of New Providence being a portion of Windsor Field comprising Four and Ninety-seven hundredths (4.97) acres more or less which said piece or parcel of land is bounded Northwestwardly by the Interfield Road and running thereon Four hundred and Fourteen and Thirty-three hundredths (414.33) feet Northeastwardly by another portion of Windsor Field and running thereon Five hundred and Three (503) feet Southeastwardly partly by that piece parcel or lot of land immediately hereinafter described and running thereon Three hundred and Fifty-four and Thirty-two hundredths (354.32) feet and partly by another portion of Windsor Field and running thereon One hundred and Fifty and Ten hundredths (150.10) feet more or less Southwestwardly by the road leading to Nassau International Airport and running thereon Five hundred and Thirty-nine and Twenty-three hundredths (539.23) feet more or less which said piece or parcel of land has such position boundaries shape marks and dimensions as are shown on the diagram or plan hereto attached and is delineated on that part which is coloured Pink on the said diagram or plan AND ALSO ALL that piece or parcel of land situate as aforesaid comprising Five and Ninety-six thousandths (5.096) acres bounded Northeastwardly by another portion of Windsor Field and running thereon Seven hundred and Sixty-one and Seventy-five hundredths (761.75) feet Southeastwardly by Lake Killarney and running thereon Two hundred and Sixty-two and Fifty-four hundredths (262.54) feet Southwestwardly by another portion of Windsor Field and running thereon Nine hundred and Sixty-two and Eighty-two hundredths (962.82) feet and Northwestwardly by the piece or parcel of land immediately hereinbefore described and running thereon Three hundred and Fifty-four and Thirty-two hundredths

(354.32) feet which said piece or parcel of land has such position boundaries shape marks and dimensions as are shown on the diagram or plan hereto attached and is delineated on that part which is coloured Yellow on the said diagram or plan.

IN WITNESS WHEREOF The Airports Board have caused their Common Seal to be hereunto affixed.

Chairman.

Member.

Member.

The Common Seal of the Airports Board was affixed hereto bythe Chairman of the said Board and the said and Members of the said Board affixed their signatures hereto on the day of A.D., 1963 in the presence of Approved by the Governor-in-Council on the day of.....A.D., 1963.

BY ORDER

Clerk to the Executive Council.

IN WITNESS WHEREOF the said Jenkin Vernon Roberts has hereunto set his hand and seal the day and year first hereinbefore written.

Signed Sealed and Delivered by the said Jenkin Vernon Roberts in the presence of: