

**MUNICIPALITIES AMENDMENT ACT 2013**

**(NOTICE UNDER SECTION 14(2))**

**NOTICE TO SUBMIT TO THE MINISTER OF HOME AFFAIRS,  
WITHIN 14 DAYS AFTER THE PUBLICATION OF THIS NOTICE,  
ANY AGREEMENT REFERRED TO IN SECTION 14(1) OF THE  
MUNICIPALITIES AMENDMENT ACT 2013 WHICH IS NOT  
LISTED IN THE SCHEDULE TO THIS NOTICE**

WHEREAS the Municipalities Amendment Act 2013 ("the Act") received the Governor's assent on 15 October 2013, and section 14 of the Act came into operation on that day;

AND WHEREAS section 14(1) of the Act provides that any agreement, entered into by a Corporation on or after 1 January 2012 and before the coming into operation of the section (i.e. 15 October 2013), must be submitted to the Minister responsible for municipalities (i.e. the Minister of Home Affairs) by the Corporation if the agreement is for: (a) the sale of land which is the property of the Corporation; or (b) a lease, conveyance or other disposition of any interest in land which is the property of the Corporation, being a lease, disposition or conveyance expressed to be for a term exceeding twenty-one years or for terms renewable exceeding in the aggregate twenty-one years. Any such agreement, and any related agreement, must be so submitted within 14 days after 15 October 2013;

**NOW THEREFORE NOTICE IS HEREBY GIVEN**, in accordance with section 14(2)(a) of the Act, that the Corporation of Hamilton has submitted to the Minister of Home Affairs (pursuant to section 14(1)), the agreements listed in the Schedule hereto;

**AND NOTICE IS GIVEN** that the Corporation of St. George's has informed the Minister that it has not entered into any such agreements as are referred to in section 14(1) of the Act;

**AND NOTICE IS FURTHER GIVEN**, in accordance with section 14(2)(b) of the Act, **that if there is any other such agreement as is referred to in section 14(1) of the Act which is not listed in the Schedule hereto, it must be submitted by any interested person to the Minister of Home Affairs within 14 days after the publication of this notice, failing which the agreement shall be void ab initio.**

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## **SCHEDULE**

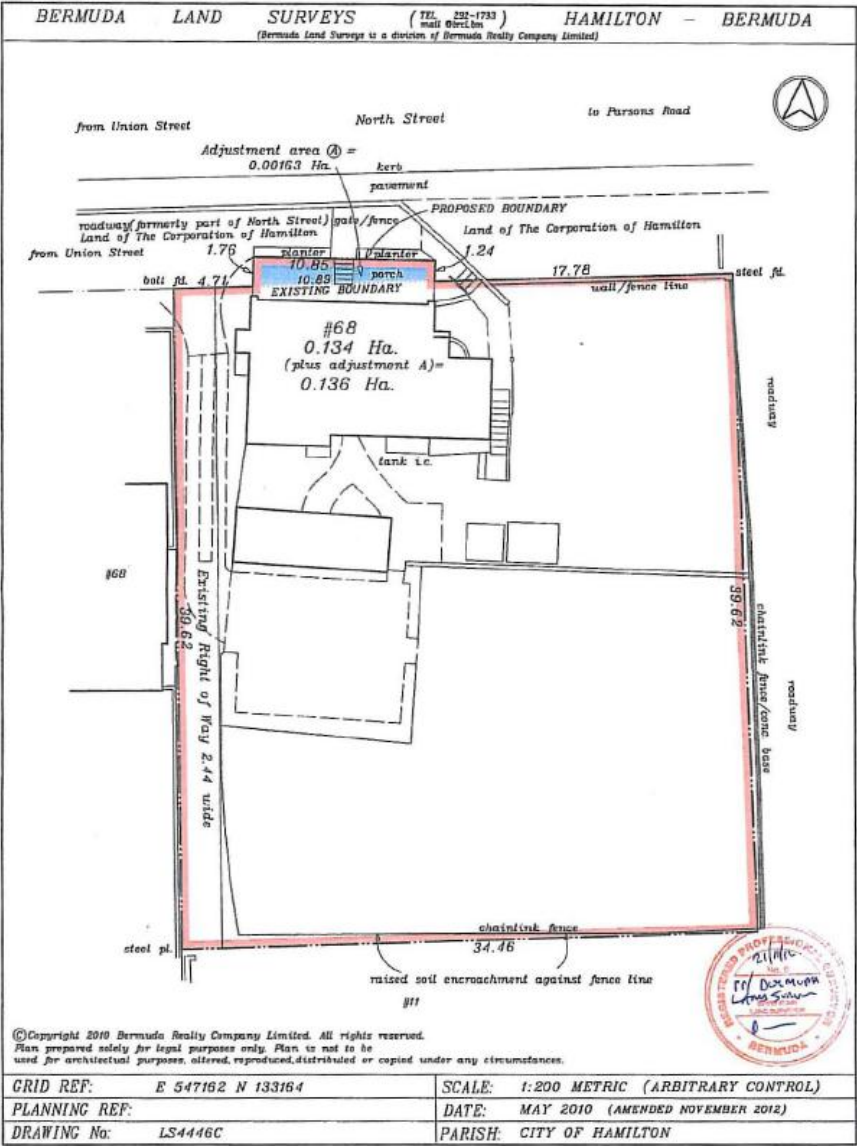
### **LIST OF AGREEMENTS SUBMITTED TO MINISTER UNDER SECTION 14(1)**

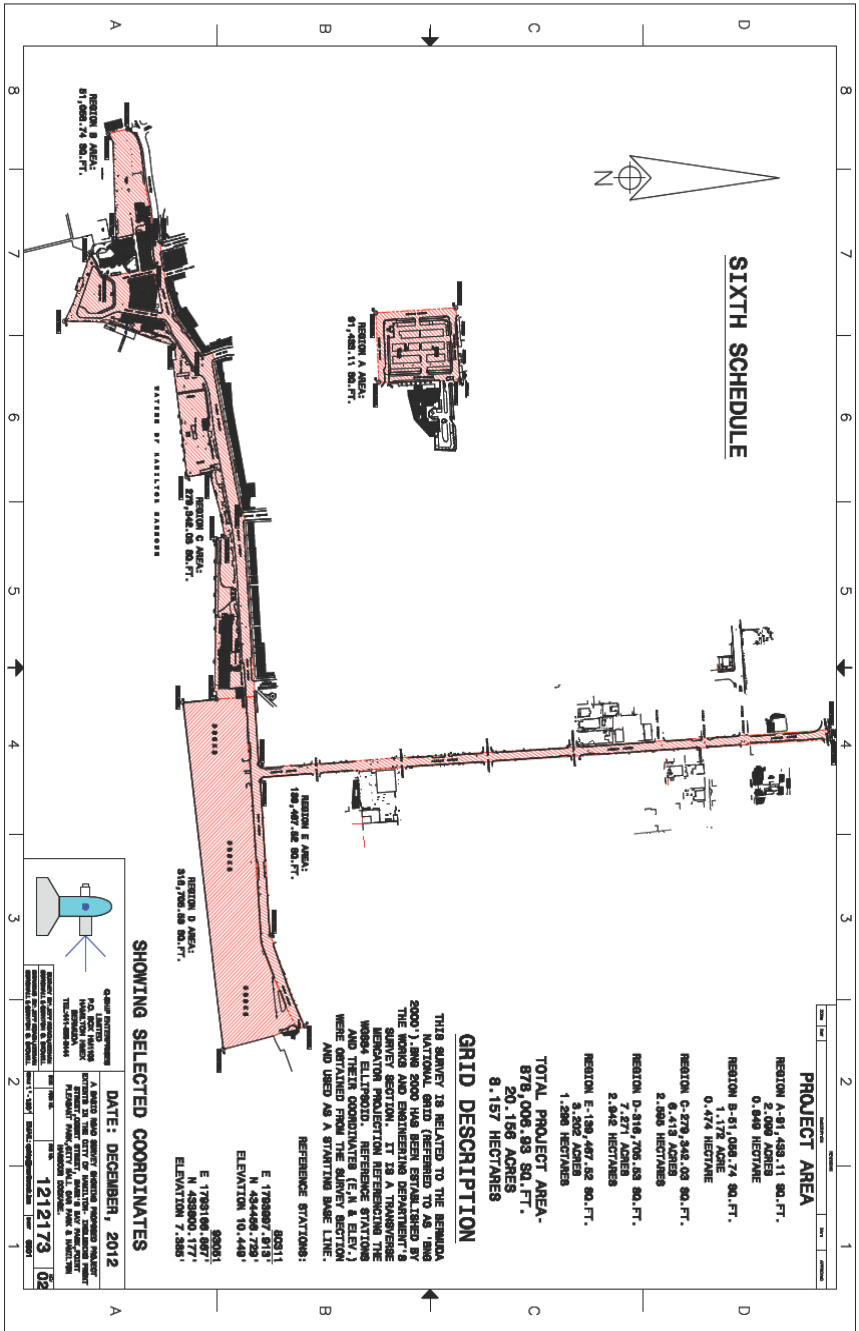
- 1.** Sale and Purchase Agreement, dated 21 December 2012, between the Corporation of Hamilton ("the Vendor") and Jeffrey Andre Doran and Tamsyn Nisha Doran ("the Purchasers") in respect of the lot of land in the City of Hamilton comprising the porch of the building known as No. 68 North Street, as more particularly described (in Drawing no. LS4446C, dated May 2010 and amended November 2012) in the Schedule to the agreement, attached hereto as Annexe 1.
- 2.** Ground Lease, dated 21 December 2012, between The Corporation of Hamilton ("the Landlord"), The Allied Trust ("the Tenant") and Allied Development Partners Limited ("the Developer") for a term of two hundred and sixty two (262) years in respect the land described in the Ground Lease as the "Demised Premises" being certain land situated in and forming part of the City of Hamilton, such land including certain waterfront property bordering Front Street, certain areas on Court Street, Barr's Bay Park, Point Pleasant Park, City Hall Car Park and Hamilton Harbour Dockage comprising approximately 878,006.93 square feet (20.156 acres) and shown outlined in red, for identification purposes only, on the plan contained in the Sixth Schedule of the Ground Lease, prepared by Q-Ship Enterprises dated December 2012 and numbered 1212173, attached hereto as Annexe 2.
- 3.** Development Agreement, dated 21 December 2012, between The Corporation of Hamilton ("the Landowner"), The Allied Trust ("the Tenant") and Allied Development Partners Ltd. ("the Developer") Developer in respect of the redevelopment of the Hamilton Harbour and Waterfront comprising the land described as the "Demised Premises" in the Ground Lease and in the First Schedule thereto. (See paragraph 2 above.)
- 4.** Cooperation Agreement, dated 31 October 2012, between the Corporation of Hamilton ("the Corporation") and Allied Development Partners Ltd. ("the Exclusive Developer") in respect of the development of the Hamilton Waterfront ("the Waterfront") being the land consisting of 26.22 acres and more particularly shown coloured red on the plan shown in Shedule 1 of that agreement, attached hereto as Annexe 3.
- 5.** Ground Lease, dated 11 April 2012, between the Corporation of Hamilton ("the Landlord") and Par-La-Ville Hotel and Residences Ltd. ("the Tenant") (for a term of one hundred and twenty (120) years, provided that such term shall be increased to two hundred and sixty two (262) years if sanctioned under section 120 of the Companies Act 1981)

in respect of Par-la-Ville Hotel, City of Hamilton, comprising the land described in the Ground Lease as the "Premises" and in Schedule 1 thereto as follows: "ALL THAT certain parcel of land situate in the City of Hamilton comprising Nought decimal point seven four one of a hectare (0.741Ha) and designated Lot "A" on the plan ("the Plan") hereto annexed prepared by Bermuda Land Surveys (being Drawing No. LS6119C) dated July 2007 (amended August 2007) and outlined in red thereon and bounded NORTHWESTERLY by the verge of the Main Public Road designated "Church Street" on the Plan and there measuring along three straight lines Seventy-one decimal point seven one metres (71.71m) Three decimal point eight five metres (3.85m) and Five decimal point four six metres (5.46m) respectively NORTHEASTERLY by the lots of land designated "#10" "#27" "#25" "#23" "#21" and "#19" on the Plan (together "the Eastern Lots") and there measuring along a single line Eighty-four decimal point three nine metres (84.39m) generally SOUTHEASTERLY by land now or formerly in the possession of Landlord and designated "Lot B" on the Plan ("Lot B") and there measuring along three straight lines Nine decimal point one five metres (9.15m) Forty-five decimal point four three metres (45.43m) and Thirty-one decimal point five one metres (31.51m) SOUTHWESTERLY by land now or formerly in the possession of the Landlord and there measuring along a curved line Twenty-eight decimal point three five metres (28.3501) and again SOUTHWESTERLY by the verge of the Main Public Road designated "Par-la-Ville Road" on the Plan and there measuring Sixty-two decimal point nine four metres (62.94m) OR HOWEVER OTHER WISE the said parcel of land may be bounded may measure or ought to be described TOGETHER WITH all structures thereon erected and all appurtenances thereto belonging SUBJECT TO full free and unrestricted right of liberty and way and passage for the Landlord and the owners and occupiers from time to time of Lot B (and every part thereof) and the owners and occupiers from time to time of the Eastern Lots (and all parts thereof) and their successors and assigns and their tenants and servants and all other lawfully authorised persons to go pass and repass with or without animals and vehicles of all descriptions OVER AND ALONG that part of the lot of land above described comprising the roadway 6.09 meters wide, the sidewalk 1.2 meters wide and the landscape 1.86 metres wide and together designated "Proposed Right of Way 9.15 wide (for Lot B)" on the Plan for the purpose of ingress and egress to and from Lot B and the Eastern Lots via the said "Church Street". Drawing No. LS6119C is attached hereto as Annexe 4.

**6.** Development Agreement and Agreement for Lease, dated 11 April 2012, between the Corporation of Hamilton ("the Landlord") and Par-La-Ville Hotel and Residences Ltd. ("the Tenant") in respect of redevelopment of the land described as the "Premises" in the Ground Lease and in Schedule 1 thereto. (See paragraph 5 above.)

Annexe 1



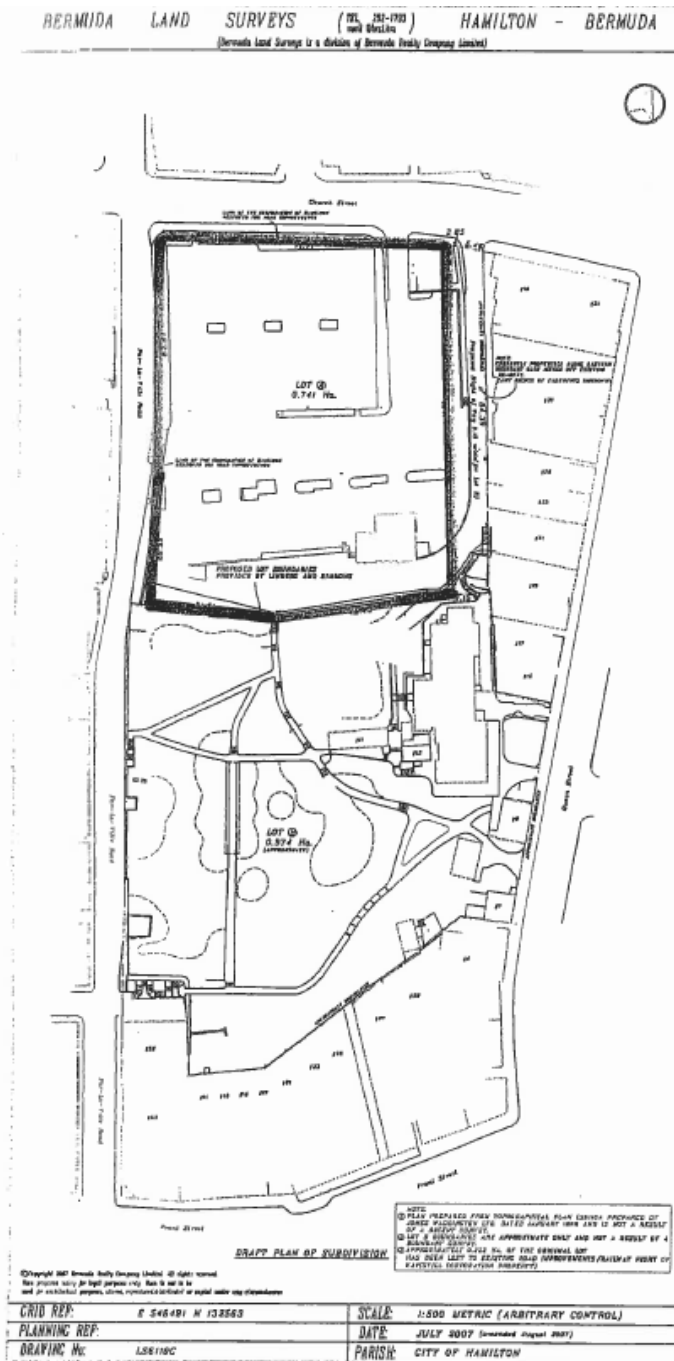


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Annexe 3



## Annexe 4



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Made this                    day of November 2013

Minister of Home Affairs