



**MINISTRY OF HOUSING, LANDS
AND RURAL DEVELOPMENT**

National Housing Corporation Building,
"The Garden", Country Road, St. Michael
BARBADOS BB11081

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Making Barbados Work Better

Our Ref: 0303/163 Vol. II
*In Replying, the above Number and
Date of this Letter should be quoted*

Date: June 14, 2016

WITHOUT PREJUDICE

The President
Barbados Motoring Federation Inc.
c/o Terra Caribbean
"Somerley"
Worthing
CHRIST CHURCH

Dear Sir

Lease of Land for the Bushy Park Racing Circuit

I refer to this Ministry's correspondence Ref. No. 0303/163 Vol. II dated February 11, 2016 and subsequent reminders dated April 11, 2016 and May 12, 2016 regarding the captioned matter. Copies of these documents are enclosed for ease of reference.

This Ministry notes with concern that the offending structures (perimeter fence, ticket booth, mechanical workshop) have not been removed so as to be in compliance with the permission granted on Application No. 1316/08/2013D. Meanwhile, the Town and Country Development Planning Office has served Enforcement Notice EN0042/2016/D dated June 2, 2016 on the Ministry of Housing, Lands and Rural Development as property owner; a copy of the Enforcement Notice is enclosed for your attention. Your attention is drawn to the contents of this Enforcement Notice in view of it being also served on the Barbados Motoring Federation Inc. as occupier, and the Bushy Park Circuit Inc., your prospective sub-lessee and operator.

You need to be aware that the above-mentioned Enforcement Notice takes effect on June 30, 2016. In this regard, I am directed to refer you to the Agreement of May 16, 2014 between the Honourable Denis St. E. Kellman M.P., Minister of Housing, Lands and Rural Development, the Barbados Motoring Federation Inc. and the Bushy Park Circuit Inc. A copy is enclosed for ease of reference.

Paragraph 7 and 8 of this Agreement set out the terms agreed upon between the parties. Paragraph 7c details the basis on which the Crown shall terminate the Lease/Licence. In this regard, the Agreement makes reference to material breach, which shall for the purposes of the Lease/Licence mean a breach which is, *inter alia*, willful and deliberate.

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The President
Barbados Motoring Federation Inc.

Please note that your failure to comply with a condition of the permission granted on Application 1316/08/2013D, where the breach of condition appears to be willful and deliberate, and further has the effect of depriving the Crown of the benefit of the historical area of Train Line encroached upon, is considered to be a material breach of the above-mentioned Agreement.

In accordance with Clause 7d of the above-mentioned Agreement, I demand that you remove the offending structures (perimeter fence, ticket booth, mechanical workshop) on or before June 30th, 2016. In the event that you do not comply herewith by September 15th, 2016, the Crown will have no option but to serve a Notice terminating the Licence.

You are also reminded that that the May 2014 Agreement stipulated that you should first seek planning permission from the Town and Country Development Planning Office before embarking on any development on the site. It has been observed that villas approved under the Agreement, but subject to planning permission, have been erected without the requisite planning permission. Such action constitutes additional material breaches of the Agreement to which you signed. It is strongly recommended that you cease all works in this regard until the requisite planning permission has been sought and approved.

Please be guided accordingly.

Yours faithfully



H. NIKI SMITH
for Permanent Secretary (ag.)

Encs.

HNS/kg

Copy: Chairman, Standing Accommodation Committee
and Head of the Public Service

Solicitor-General

Chief Town Planner