

**THE GRAND BAHAMA PORT AUTHORITY, LIMITED
BUILDING & DEVELOPMENT DEPARTMENT**



RESTRICTIVE COVENANTS

HARBOUR

Harbour

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

All that piece or parcel of land commonly known as Freeport Harbour being One Hundred and Seventy-six and Twenty-eight hundredths (176.28) acres in extent and comprising the area of land covered in part by water coloured blue and hatched blue on Plan No. 1031 annexed hereto together with the area of land coloured pink and green on the said Plan No. 1031.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

EXCEPTING AND RESERVING the following rights and easements subject to the terms and conditions relating thereto that is to say: -

1. The reservation to the Crown, its Heirs, Successors and assigns all silver, gold and other precious metals and all coal and mineral oil underlying any of the hereditaments and premises herein conveyed and the reservation to the Crown, its Heirs and Successors or any person authorized by the Governor of the Bahama Islands the right to enter the said hereditaments and premises at all times and remain as long as necessary to search for, win and remover all precious metal, oil or coal.
2. The rights of excavation granted in respect of that piece or parcel of land being Twenty-one and Ninety-two hundredths (21.92) acres in extent and situated at the Northeastern portion of Freeport Harbour and hatched in blue on Plan No. 1031 annexed hereto under the terms and the conditions contained in Clause 3 of the Indenture dated the Eighteenth day of October, 1961 made between the Vendor and the Bahama Cement Company.
3. The right conferred by the Vendor upon the Bahama Cement Company by Clause 4 (7) of the said Indenture to use the waters of the Harbour shown in blue on the Plan No. 1031 annexed hereto without the payment of any charges other than pilotage fees.
4. The non-exclusive licence and privilege conferred upon Bahama Shipyards Limited by Clause 2(4) of the Licence granted by the Vendor to Bahama Shipyards Limited dated the Ninth day of November, 1955 (as amended by Clause 4 of the Supplemental Agreement between the parties dated the Fifteenth day of October, 1961) to use Freeport Harbour for the purposes of bringing ships and vessels from the sea to the shipyard and vice versa without the payment of any fees or charges other than pilotage.
5. The thirty (30) foot wide easement for pipe lines granted by the Vendor to Bahamas Oil Refining Company marked in green on the Plan No. 1031 annexed hereto.
6. The three (3) foot wide easement granted by the Vendor to the Bahamas Gas and Fuel Company (1971) Limited marked in green on the Plan No. 1031 annexed hereto.
7. The two (2) foot wide easement granted by the Vendor to Freeport Construction Company Limited and marked in green on the Plan No. 1031 annexed hereto.
8. The easements right and privileges of the Vendor, The Grand Bahama Telephone Company Limited, The Grand Bahama Utility Company Limited, Freeport Power Company Limited and their respective successors in title and assigns owner or owners operator or operators for the time being as the case may be of the water electricity and telephone supply service undertakings and systems and of the land and hereditaments comprised in such undertakings and systems of laying, erecting, inspecting, maintaining, repairing, replacing and renewing such cables, pipelines, conduits, wires, poles and any and all other apparatus on, under and over the said hereditaments as may be necessary or desirable for the purposes of furnishing and maintaining water, electricity and telephone supplies and services to the said hereditaments to other land in the area being the property of the Vendor formerly owned by the Vendor or their successors in title and assigns and the furnishing and maintaining and draining of sewerage systems and facilities therefore together with all such easements rights and privileges of entering upon, excavation and breaking open the surface of the said hereditaments and otherwise as may be necessary or desirable for or in connection with any of the foregoing purposes and PROVIDED FURTHER that the Vendor The Grand Bahama Telephone Company Limited, The Grand Bahama Utility Company Limited, and Freeport Power Company Limited and their respective successors in title and assigns shall do no unnecessary damage to any building or improvement and shall cause as little interference as possible to the development of the said hereditaments for the time being carried on in the exercise of such

easements, rights and privileges and shall restore and make good the surface of any part of the said hereditaments broken or excavated and any damage done to any building or improvement in any such exercise as aforesaid.