

GUYANA

LEASE OF STATE LAND FOR ~~AGRICULTURAL PURPOSES~~ ^{BIODIVERSITY PURPOSES}
Issued under Section 3 (b) of the State Lands Act, Chapter 62:01

I, Arthur Chung, President
and Commander-in-Chief
of Guyana, _____

in the name and on behalf of the State of Guyana, hereinafter called the "Lessor" which term whenever the context permits or requires shall be deemed to include the successor or successors in the said office and the person for the time being performing the functions of the said office, do hereby in consideration of the covenants, provisions and rents hereinafter reserved, and subject to the State Lands Act, Chapter 62:01 and the State Lands Regulations made thereunder lease unto

_____ **THE PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST** _____

herein termed the "Lessee", which term shall be deemed to include ~~him/hers~~/their heirs executors, administrators, representatives and assigns and the said

_____ **THE PEOPLES TEMPLE OF THE DISCIPLES OF CHRIST** _____

do hereby take on lease the piece or parcel of State Land situate ^{at} ~~on-the~~ Matthews' Ridge

in the County of Essequibo _____ in Guyana and more fully described as follows:

Between Aratabaka Creek and Bobal River and being on the Right Bank Kaituma River, Left Bank Barima River, in the Matthews' Ridge/Arakaka/Port Kaituma Area, West Region.
(North)

Green Area: 3,852 Acres
Allowance for cultivable terrain - 852 Acres
Net Area: 3,000 Acres as shown on ~~the diagram~~ ^{Plan No. 16787} by G.M. Matthews
Surveyor, dated the

15th day of January, 1976 Nineteen Hundred and Seventy-six ~~hundred~~
~~attached~~ a duplicate of which ~~is~~ together with a duplicate of this lease is on record in the Office of the Department of Lands, Georgetown, Demerara.

/original
/ & Surveys

A-31-a-2/244-210

TO HOLD the said premises for twenty-five years commencing from 10th April, 1974 upon the following terms and conditions:

Rent:

1. (1) Subject as hereinafter provided the lessee shall pay to the Commissioner of Lands (hereinafter referred to as "the Commissioner") or to any officer duly authorised in that behalf an annual rent for the land hereby leased as follows:

~~\$2.00~~^{25¢} per acre for the first 5 years

~~\$4.00 per acre for the second 5 years~~

- (2) Thereafter the rate at which rent is payable shall be liable to revision by the President of Guyana at five yearly intervals during the currency of the lease.

2. The lessee shall within two years from the date of the commencement of this lease cultivate and beneficially occupy at least one-fifth part of the area of the land hereby leased and shall thereafter annually increase the cultivated and beneficially occupied area by not less than one-tenth part of the area of the land hereby leased until at the end of five years he shall have not less than one-half part of the area of the land hereby leased, cultivated and beneficially occupied, and shall be bound at all times during the continuance of this lease to maintain the said cultivation in good order and in a husbandlike manner to the reasonable satisfaction of the Commissioner or such Officer as may from time to time be deputed by the Commissioner to inspect the said cultivation:

Provided that where the Commissioner is satisfied from the nature of the land or the composition of the soil or for any other cause that the cultivation of any portion of the land hereby leased is impracticable or uneconomical he would deduct the area of such portions from which the lessee is required to improve and cultivate.

- (2) The lessee shall be bound at all times to:
- (a) comply with any directions given by the lessor for the preparation and submission of plans for the drainage and irrigation of the land hereby leased; provided that such plans are jointly agreed upon by lessee and lessor

(b) carry out at his own expense to the satisfaction of the ~~Drainage and Irrigation Board~~^{Lessor} all drainage and irrigation works as may from time to time be specified by the said ~~Board~~^{Lessor}; Lessor, as approved in sub-

- (3) ~~The lessee shall be~~^{paragraph (a)} responsible for the upkeep and maintenance of all such works and shall immediately remedy any defect therein all to the satisfaction of the ~~Drainage and Irrigation Board~~^{Lessor}. If the lessee fails to remedy any such defect, it may be remedied by the Commissioner or by the Chief Works and Hydraulics Officer or his agent and the cost recovered from the lessee without prejudice to the liability of the lease to forfeiture under clause 13 hereof in consequence of the lessee's failure to remedy such defect.

/Lessor

Good husbandry

3. The lessee shall be bound at all times to:
- (a) cultivate and maintain in a husbandlike manner all or any crops ^{or pastur} that may from time to time be specified by the Lessor; jointly approved by Lessor and Lessee.
- (b) take all necessary steps to control pests, diseases and weeds on the land.
- (c) keep his livestock under proper control and for that purpose may be required by the Lessor to erect and maintain such fences either by himself or together with an adjoining tenant or tenants, as may be necessary.

Sub-letting

4. The lessee shall not sub-let or give possession of the land hereby leased or any part thereof.

Transfer and Mortgage

5. The lessee shall not transfer or mortgage his interest in the lands comprised in this lease or any part thereof except in accordance with the provisions of the State Lands Regulations for the time being in force.

6. The lessee shall bear, pay and discharge:

- (a) all existing and future rates, taxes, assessments and outgoings imposed or charged upon the land hereby leased by any local or other statutory authority or in accordance with the provisions of any Ordinance.
- (b) the cost on a pro rata basis or on such other basis as may, from time to time, be decided upon by the Lessor or such local or other statutory authority, the cost of all or any improvement works carried out at public expense or by such local or other statutory authority, and in the event of the failure of the lessee to pay, such amount may be recovered by Parate Execution or any other process of Law.

Boundary
paal.

7. The lessee shall be bound during the continuance of this lease to keep the boundary lines of the land hereby leased clear and open, to keep the boundary paals thereon in their correct positions and to place and maintain on the front of the tract at or near to each boundary paal, a board on which shall be painted in legible letters and figures the name of the lessee and the number and date of this lease.

Re-entry
of lessee.

8. The Lessor shall have full power and authority at all times during the term of this lease, to resume and enter into possession of any part of the land hereby leased which he may deem necessary to resume for any town site, village, railway, tramway, canal, telegraph line, road, wireless or radio station, or power transmission or for any other public work or purpose of public use, utility or convenience; or to sell, lease, licence or otherwise dispose of to any person or persons any part or parts of the said land for any purpose as aforesaid, without making to the lessee any compensation in respect of any part so resumed or sold, leased, licensed or otherwise disposed of:

Provided that the lands to be so resumed or disposed of shall not exceed one-twentieth of the whole of the land hereby leased;

And provided further that no such resumption or disposition of any part of the said lands upon which any buildings or works have been erected or carried out or which may be enclosed and in use for the more convenient occupation of any buildings shall be made without the payment to the lessee of compensation provided in Regulation 43 of the State Lands Regulations:

And provided further that where any part or parts of the lands comprised in this lease is or are disposed of as herein provided, this lease shall immediately determine over such part or parts and the rental reserved by this lease shall be proportionately reduced.

Inspection

9. (1) The lessee shall in the month of December, at the end of every fifth year during the continuance of this lease submit in writing to the Commission a report stating:—

- (a) the total acreage under cultivation in respect of each crop grown;
- (b) the condition of the total acreage not under cultivation and the reasons therefor.
- (c) the amount of livestock reared.

Minimum
charge

(2) On the lessee failing in any year to submit the aforesaid report, or in the event of the said report being false in any material particular, the lessee shall on demand pay to the Commissioner, or to any officer duly authorised in that behalf, a sum of fifty cents per acre of the land hereby leased in respect of any inspection carried out in connection with such default under paragraph (3) of this clause:

Provided that such sum payable by the lessee shall not be less than \$10.00 and shall not exceed \$250.00.

Provided that nothing in this paragraph shall be deemed to limit the right of inspection conferred by paragraph 3 hereunder.

(3) Any officer of the Government authorised in that behalf by the Commissioner shall be entitled to enter upon the land hereby leased at such times as may be reasonable to inspect the cultivation or stock and the works, boundary lines, notice boards, fences and paals thereon and to do all things necessary to ascertain whether the conditions under which this lease is held are being complied with.

Minerals

10. This lease shall not confer on the lessee the right to any gold, silver, or other metals, minerals, ores, bauxite, rock, gems or precious stones, coal, mineral oil or radio-active minerals in or under the land leased which shall be saved and reserved to the Lessor with the right to enter upon any part or parts of the land hereby leased (whether by himself or by his servants or agents or by any persons authorised by him in that behalf) to search and mine therefor, subject, however, to the payment to the lessee of compensation as provided in Regulation 43 of the State Lands Regulation

Service of notices

11. For the purpose of this lease any notice shall be deemed to be duly served on the lessee or the mortgagee as the case may be if sent to him by registered post or if service in this manner cannot be made by posting of a copy of the notice in a conspicuous place on the land hereby leased.

Termination of lease

12. On the expiry of this lease by effluxion of time or upon the surrender or forfeiture thereof, all buildings or erections and all improvements on the land hereby leased shall belong to the Lessor.

Provided that if the land hereby leased is again leased within two years of the date of expiry, surrender or forfeiture as aforesaid, the lessee shall be entitled to receive from the succeeding lessee the full value of all lawful improvements existing on the land computed as at the date of such renewal, and the amount of compensation payable in respect of such improvements shall be determined subject to the provisions of Regulation 43 of the State Lands Regulations and in the manner therein provided.

Breach of terms and conditions

13. (a) Where any instalment of rent payable hereunder is three months or more overdue, the Commissioner may give to the lessee notice in writing to pay the arrears of rent within three months of the date of such notice. If the lease has been mortgaged in accordance with the requirements of the State Lands Regulations for the time being in force a similar notice shall be given to the mortgagee. If either the lessee or the mortgagee complies with such notice the lessee shall continue to hold the land hereby leased as if no breach has been committed. If neither the lessee nor the mortgagee complies with such notice this lease and the land comprised therein and all improvements thereon may be forfeited forthwith.

(b) Where the lessee has committed any breach of the conditions of clause 3 of this lease, the Commissioner may give to the lessee notice in writing to remedy the same within such period as the Commissioner may prescribe and if the lessee fails to remedy the breach within such period this lease and the lands comprised therein and all improvements thereon may be forfeited.

(c) Where the lessee has committed any other breach of the conditions of this lease, the lease and the lands comprised therein and all improvements thereon may be forfeited forthwith.

Provisions as to waiver

14. (1) The Commissioner may exercise his right to enforce any condition of his lease notwithstanding that he may have omitted to exercise such right on any previous occasion.

(2) The receipt by the Commissioner (or by any officer duly authorized in that behalf) of any rent or other money payable by the lessee shall not affect the right of the Commissioner to enforce the conditions of this lease in respect of any breach committed by the lessee whether or not known to the Commissioner before such receipt.

15. The lessee paying the rent and other sums of money hereby reserved and performing all the covenants and conditions herein contained and to be by him observed and fulfilled shall and may peaceably and quietly possess and enjoy the land hereby leased without any undue interference by the Lessor or any person claiming to be lawfully acting under him and upon giving three months notice in writing to the Commissioner shall be entitled to a removal of this lease for a further period of twenty-five years upon the same terms and conditions including this present condition but at the rent fixed by the President of Guyana under the provisions of paragraph (2) of clause 1 of this lease.

IN WITNESS whereof the parties hereto have signed these presents at

the city of Georgetown on the 25th day of February

in the year 1976 and at Georgetown in the County of Bermuda in

Guyana on the 2nd day of February

in the year 1976 in the presence of the undermentioned witnesses.



J. H. Hall
Commissioner of Lands and Surveys
for the President of Guyana.

Paula Adams
PEOPLES TEMPLE
DISCIPLES OF CHRIST

LEASE FOR 99
YEARS
GEOGRAPHICAL
SURVEY DEPARTMENT

Witnesses to the signature of the lessee this

25th

day of February

1976.

1. *[Signature]*

2. *[Signature]*

Recorded this 25th day of February
numbered A 9390.

1976 and

[Signature]
Commissioner of Lands and Surveys.

day of

25/2/76