

Crosta Quay

T 64608

T.E.I.

This the nineteenth day of February one thousand nine hundred and sixty-two. ⁵


Before me, Doctor Anthony Attard, Assistant Notary to Government, and in the presence of the hereinafter mentioned witnesses, who have all the qualifications required by law personally came and appeared:-

Edgar Mizzi, Doctor of Laws, a son of the late Doctor of Laws, Giuseppe, born in Mliema and residing at Valletta Commissioner of Land, duly authorised to appear hereon on behalf of the Government of Malta in virtue of a minute bearing date the seventh day of February one thousand nine hundred and sixty two on Papers marked Secretariat number two hundred and forty one of the year one thousand nine hundred and sixty-two the hereinafter mentioned grant on emphyteusis having been duly approved by His Excellency the Governor in virtue of a minute bearing date the nineteenth day of February one thousand nine hundred and sixty two on papers marked Secretariat number two thousand and fifty three of the year one thousand nine hundred and sixty-one of the one part;

James Arthur Munson, Company Director, a son of the late James George Alfred and of Edith nee' Hughes, born at Southampton, England, and residing at Mdina, Malta, who is appearing herein for and on behalf of "St. George's Bay Hotel Ltd", - a Company registered in Malta duly authorised to appear on this deed by a resolution of the Board of Directors dated the nineteenth day of February, one thousand nine hundred and sixty two - marked Document "A" hereto attached for registration, hereinafter referred to as "The Company" of the other part;

The appearers hereon are known personally to me the hereundersigned Notary.

In consideration of a yearly ground-rent of fifty pounds (£50), payable in advance the said Commissioner of Land on behalf of the Government of Malta grants on emphyteusis to the said Saint George's Bay Hotel Limited on whose behalf the said James Arthur Munson in his aforesaid capacity accepts, for a period of ninety nine years to be reckoned from the nineteenth day of February, one thousand nine hundred and sixty two the plot of land shown in red colour on attached plan number forty F stroke four hundred and forty two B (40F/442B), marked Document "X" ~~excluding the foreshore and including the land coloured green and blue of the said plan subject to a right of access at all times and even by mechanical means to the land shown coloured blue on the said plan/...~~

This copy of deed has been checked with Mr. F. Akula  25/10/73

~~in favour of Government and to the land shown coloured green on the said plan in favour of the owner or occupier thereof.~~ The plot of land granted by this deed measures eight thousand, eight hundred and fifty seven square yards (8,857 square yards) Saint Julian's and is bounded on the North by the foreshore on the South partly by a road leading from Saint George's Bay to Dragonara and partly by a public site, on the West by a public site and on the East by property of Marquis Scicluna.

This emphyteutical concession shall be governed by the conditions set hereunder, that is:-

1. The Company shall develop the emphyteutical land as a recreational area in support of and as an adjunct to a hotel to be built at Saint George's Bay, Saint Julian's, by the Saint George's Bay Hotel Limited and in furtherance of such development shall construct bathing facilities, terraces and similar amenities as may be appropriate for the use and enjoyment of persons visiting the area. In particular, the Company shall construct, develop and operate an aquatic sports centre to the satisfaction of the Commissioner of Land.
2. The minimum aggregate cost of all the works due to be carried out under condition one (1) shall not without the consent of the Commissioner of Land be less than three thousand pounds £3,000.
3. The aquatic sports centre and any other buildings or constructions intended to further the aims of the present grant shall be erected in a substantial and workmanlike manner with suitable materials of their several kinds and (modifications agreed between the Commissioner of Land and the Company excepted) in conformity in every respect with a general lay-out, plans, elevations, sections and specifications first approved by the Commissioner of Land (such approval not to be unreasonably withheld) and to the reasonable satisfaction of the Commissioner of Land or his surveyor)
4. The Company shall submit the general lay-out, plans, elevations, sections and specifications for the approval of the Commissioner of Land, as required under Condition three (3), and shall apply for any licences

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and permits required by the Laws of Malta in connection with works to be carried out under this contract, within two months from the date of this deed.

5. The Company shall, within one month from the date of the approval by the Commissioner of Land given under Condition three (3), commence the construction of the aquatic sports centre referred to in Condition one (1) and shall commence the further development of the emphyteutical land as provided in Condition One (1) within six (6) months from the said date.

6. The Company shall, within two years from the date of the approval by the Commissioner of Land given under Condition three (3) develop the emphyteutical land as provided in Condition One (1).

7. The Company shall at its own cost, during the period of the emphyteutical grant repair and keep in a good state of repair and from time to time when necessary rebuild, reconstruct, or replace all the buildings constructed and all other improvements of a permanent nature carried out under this deed on the emphyteutical land. This condition shall apply to any damage which may occur not only through ordinary causes but also through fortuitous, extraordinary and unforeseeable causes or by Act of God.

8. The Company shall be bound to carry out any obligations imposed by law on the owners of buildings or lands and the Government shall not be bound to contribute to the expense required for the carrying out of any such obligations whatever may be the amount of such expense and whatever may be the remaining period of the emphyteusis when such obligations fall due to be carried out.

9. The Company shall permit the Commissioner of Land and any person authorised by him in that behalf at reasonable times in the daytime to enter upon the emphyteutical land or any part thereof for the purpose of ascertaining that the conditions of this grant are being duly complied with.

10. The right of the Company to transfer the emphyteutical land and any buildings thereon, under any title whatsoever, shall, for the whole duration of the present grant, be restricted in the manner hereunder described:-

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- a) Saving the restrictions hereinafter imposed, the Company may only transfer the whole of the emphyteutical land and may not transfer a part only thereof;
 - b) The Company shall not be entitled to impose in its favour any additional ground-rent or other periodical burden on the emphyteutical land, and shall not be entitled to grant the emphyteutical land by title of subemphyteusis;
 - c) The Company shall not be entitled to transfer the emphyteutical land under any title whatsoever except together with all the assets, movable and immovable of the Saint George's Bay Hotel Limited.
11. For the purpose of Condition Ten (10) and of paragraph (ii) of Condition thirteen (13) of this deed references to "transfer" shall be deemed to include references to "lease".
 12. On any transfer of the emphyteutical land the transferee shall pay to the Government a recognition fee or "laudemium" equivalent to one year's ground-rent. The transferee shall further give notice of the transfer to the Commissioner of Land within one month of the transfer, and shall, in default of such notice within the aforesaid time, be liable to pay to the Commissioner of Land, in addition to the recognition fee, a penalty of twenty pounds (£20).
 13. The Government shall have the right to dissolve the present emphyteusis for any of the following reasons:-
 - (i) If the Company fails to comply with any of Conditions one, two, three, four, five, six, seven or ten hereof; but such right to dissolve shall not apply in any case where failure to comply with such Conditions is due to civil or political commotion, war, Act of God, or any other cause beyond the control of the Company; nor shall such right to dissolve apply to Condition seven unless the Government shall have given to the Company notice in writing of the failure complained of and stating a reasonable period, which shall in no case be less than three months within which the company shall

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rectify the complaint, and the complaint is not rectified within that period.

- (ii) If at any time during the continuance of this grant the Company should cease to operate as such or should dispose of all its assets or of a substantial part thereof, unless the emphyteutical land granted by this deed together with any buildings or other constructions that may have been erected thereon, are transferred together with all the said assets.
- (iii) if the Company fails to pay the ground rent for two years, or if, although the Company has made part payments in each year, a sum equal in amount of two yearly payments, is still owed to Government by way of ground rent, and the present grant shall be deemed to have been terminated upon notice in writing being given by the Commissioner of Land to the Company of his intention to terminate the grant, in any of the cases contemplated under this condition.

14. The infringement on the part of the Company of any other condition of the present emphyteutical grant may also give place to the dissolution of the grant; but in such case the dissolution shall not be enforceable "ipso facto" and shall only operate by decision of the competent Court if the Company shall not have remedied the default within the reasonable time granted to that effect by the said Court in terms of the Civil Code of Malta.

15. On termination or dissolution of this emphyteusis for any reason whatsoever, the Company shall hand over to the Government all the emphyteutical lands together with all buildings, works and improvements the Company may have carried out, in a good state of repair according to law and to the satisfaction of the Commissioner of Land and the Company shall have no right of compensation whatever the value of such buildings, works and improvements may be.

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16. Should the present grant be dissolved for any of the reasons stated in Conditions thirteen and Fourteen, the Company shall be liable to pay compensation for all damages arising from such dissolution as well as from non-compliance with any of these Conditions.

17. The Company shall not make any excavation in search of water on the emphyteutical land without the prior consent given in writing by the Government.

18. The Company shall give immediate notice to the Commissioner of Land of the discovery of any objects or monuments of local antiquarian or archaeological importance on the emphyteutical land. Any such finds (in which expression shall be comprised all old remains such as caves, tombs, wells, stone walls, pottery, coins, bones and other objects of a similar nature) shall become 'ipso facto' the property of the Government.

19. On obtaining information of any such discoveries, the Government shall have the right of access to any part of the land to which the finds purport to relate for the purpose of causing the latter to be inspected by any person delegated for the purpose and, on ascertaining the existence of such finds, to rescind the contract of emphyteusis in respect only of the area where such archaeological remains are or may be found and the ground-rent shall be accordingly reduced in proportion to the area of the land taken over by Government. In any such event the Company shall be entitled to compensation only for and to the extent of the actual value of such works as may have been carried out on that part of the land and shall not be entitled to other compensation of any sort.

20. In all matters not provided for under this deed this emphyteutical grant shall be governed by the provisions of the Civil Code of Malta relating to emphyteusis to the extent that they are not inconsistent with the conditions hereof.

This deed the import whereof has been duly explained by me to the parties hereto, has been done, read and published at the Land Office, number twenty-nine,

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South Street, Valletta, Malta in the presence of
Vincent Territo, clerk, a son of Annunziato, residing
at Valletta, and Ignazio Azzopardi, clerk, a son of
Giuseppe, residing at Valletta, witnesses hereundersigned:

sgd. Edgar Mizzi,
James Arthur Munson
V. Territo
I. Azzopardi

Not. A. Attard - Asst. Not. to Govt.

VILLA ROSA BEACH CLUB.

St. George's Bay, St. Julians.
Malta.

19th February 1962.

Extract from the Minutes of the Meeting of the Board
of Directors of St. George's Bay Hotel Limited held
on the 19th February, 1962.

RESOLVED THAT:

Mr. James A. Munson, one of the Directors of the Company, be and he is hereby authorised to appear before the Notary to Government for and on behalf of this Company to enter into, sign and execute a deed between the Government of Malta of the one part and this Company of the other part by virtue of which there shall be granted to this Company on emphyteusis of the rocky ledge at St. George's Bay for a period of 99 years to be reckoned from 19th February 1962, at a ground rent of £50 per annum and on such terms and conditions as he may deem proper; and that the Company should and it hereby does undertake to approve, ratify and confirm what he should lawfully do in virtue of this Resolution.

CERTIFIED TRUE COPY EXTRACT

(sgd.) James A. Munson

James A. Munson
Director

(sgd) Edgou Mijji
(sgd) James A. Munson

DATED THIS NINETEENTH DAY OF FEBRUARY 1962.

(sgd) W. A. Attard