



**VIRGIN ISLANDS DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL**

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December 15, 2021

VIA HAND DELIVERY

Honorable Albert Bryan Jr.
Governor of the Virgin Islands
Government House
Nos. 21-22 Kongens Gade
St. Thomas, VI 00802

Attn: David A. Bornn, Esq.
Chief Legal Counsel to the Governor

Re: **PRIORITY PROCESSING REQUESTED-DISASTER RECOVERY RELATED**
Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement ("Lessor") and Virgin Islands Waste Management Authority ("Lessee")
Leased Premises: A portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of approximately 2 U.S. Acres of land and Zoned "R-2;" and
A portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of approximately 1.2 U.S. Acres of land and Zoned "R-2."
A.G.O. File No. K-22-0080

Dear Governor Bryan:

Transmitted herewith, for your review, approval and signature is one (1) original of the above-referenced Lease of Real Property ("the Lease") entered into between the Government of the Virgin Islands, Department of Property and Procurement ("Lessor or "DPP") and the Virgin Islands Waste

Transmittal Letter to Governor Albert Bryan Jr. dated December 15, 2021

Re: Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement ("Lessor") and Virgin Islands Waste Management Authority ("Lessee")

Leased Premises: A portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of approximately 2 U.S. Acres of land and Zoned "R-2;" and

A portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of approximately 1.2 U.S. Acres of land and Zoned "R-2."

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Management Authority ("Lessee" or "WMA"). Pursuant to the Lease, the Lessor has offered to lease the property known as: 1) a portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, United States Virgin Islands consisting of approximately 2 U.S. Acres of land and Zoned "R-2" as shown on PWD Drawing Number D9-1329-T77, dated March 31, 1977, which is attached as Exhibit A with further delineation of the Leased Premises shown on the Map Geo Image attached as Exhibit B (Leased Premises A"); and 2) a portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, United States Virgin Islands consisting of 1.2 U.S. Acres of land and Zones "R-2" and shown on OLG Map No. D9-7873-T006 dated September 10, 2006, and attached as Exhibit C with further delineation of the Leased Premises shown on the Map Geo Image attached as Exhibit D ("Lease Premises B")(hereinafter collectively referred to as "Leased Premises"). Pursuant to the letter from the Department of Property and Procurement dated December 6, 2021 ("DPP Letter"), the property will be used for constructing and operating Solid Waste convenience centers thereon, and for no other purpose.

Pursuant to the DPP Letter, the proposed Lease will provide the WMA with the required legal interest in the aforementioned properties to support the WMA's funding applications with the Housing Finance Authority ("HFA") under the Community Development Block Grant – Disaster Recovery ("CDBG-DR") program and are part of the Territory's recovery from the 2017 storms. Expedited processing is requested due to the WMA's grant application requirements. The statutory provisions of 33 V.I.C. § 205, governing disposition of Government property does not require three appraisals as part of the process for leasing or selling government property. Only 31 V.I.C. § 231a, which governs the acquisition of property by sale or exchange requires that the Government obtain three appraisals during that process. DPP has decided not to submit an Appraisal Report for this property. Additionally, DPP determined that it is in the best interest of the Government that the negotiated lease rate be binding on the parties for the lease term.

The letter from DPP also explains how the Government of the Virgin Islands ("Government") obtained ownership of the property. The Government acquired Estate Nazareth (Benners), No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, from Henry H. Reichhold through a Bargain and Sale Deed, dated December 17, 1968. Likewise, the Government acquired Parcel No. 6 Estate Susannaberg, No. 17A Cruz Bay Quarter, St. John, Virgin Islands from Halvor Neptune Richards through the attached Deed, dated January 14, 1971. At the time of the Government's acquisition of these properties there were limited or no subdivisions of the parcels as they exist today. Therefore, portions of the estates were not shown on the original vesting documents. After gaining ownership, the Government surveyed, subdivided, and sold portions of the referenced estates and retained some portions of the estates for the exclusive use of the Government as shown on the attached Exhibits A through D.

Transmittal Letter to Governor Albert Bryan Jr. dated December 15, 2021

Re: Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement ("Lessor") and Virgin Islands Waste Management Authority ("Lessee")

Leased Premises: A portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of approximately 2 U.S. Acres of land and Zoned "R-2;" and

A portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of approximately 1.2 U.S. Acres of land and Zoned "R-2."

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Pursuant to the terms of the Lease, the Lease is for *a period of twenty-five (25) years* ("Initial Term") commencing on the first day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date"). Additionally, there is an option to renew this Lease for three (3) additional twenty-five (25) year periods upon at least sixty (60) days written notice prior to the expiration of the Initial Term. The rent for Leased Premises A shall be paid in *monthly installments of One Hundred and 00/100 Dollars (\$100.00)* which is an **annual rent of ONE THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$1,200.00)**. The rent for Leased Premises B shall be paid in *monthly installments of One Hundred and 00/100 Dollars (\$100.00)* which is an **annual rent of ONE THOUSAND TWO HUNDRED and 00/100 DOLLARS (\$1,200.00)**. Payments not received within thirty (30) days after the date due will be charged an additional five percent (5%) late charge by the Government.

Pursuant to Section 4.01 of the Lease the Lessee shall maintain the leased premises, in a clean and tenantable condition and return the Leased Premises to the Lessor upon the expiration or termination of this Lease, in as good condition as it was since the last repairs were made, less reasonable wear and tear. The Lessee shall construct a Solid Waste Convenience Center on the Leased Premises. These improvements are subject to the prior written consent of the Commissioner of the Department of Property and Procurement in addition to whatever licenses or permits are deemed necessary. Section 4.04 states that the Lessee shall be responsible for making all repairs structural or otherwise to the interior and exterior of the Leased Premises at its own cost and expense. At the conclusion of the Lease, title to any structure or permanent improvement attached to realty by the Lessee shall vest in the Lessor.

Pursuant to Section 6.02 the Lessee shall keep all subsequently constructed buildings on the Leased Premises insured against loss or damage by fire with the usual extended coverage endorsement, in amounts not less than eighty percent (80%) of the full insurable value, above foundation walls. A copy of all insurance policies shall be delivered by the Lessee within thirty (30) days of receiving its Occupancy Certificates for the buildings. All such policies shall name the Lessor as a loss payee for the full insured amount. The Lessee also agrees to indemnify and hold harmless the Lessor against any and all claims, except as result from the negligence of the Lessor.

In support of the Lease, please find the following enclosed for your review:

1. Letter from the Department of Property and Procurement dated December 6, 2021;
2. Bargain and Sale Deed dated December 17, 1968;
3. Warranty Deed dated September 13, 1968;
4. Deed dated January 14, 1971; and
5. Lease with Exhibits (1).

Transmittal Letter to Governor Albert Bryan Jr. dated December 15, 2021

Re: Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement ("Lessor") and Virgin Islands Waste Management Authority ("Lessee")

Leased Premises: A portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of approximately 2 U.S. Acres of land and Zoned "R-2;" and

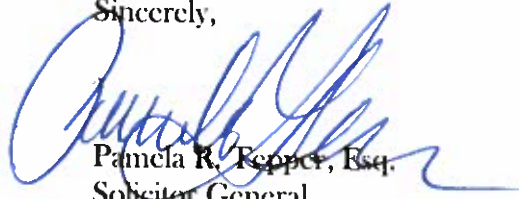
A portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of approximately 1.2 U.S. Acres of land and Zoned "R-2."

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Thank you for your consideration in this matter. The Lease has been reviewed and approved for legal sufficiency. If you have questions, please feel free to contact Assistant Attorney General Carol E. McDonald, Esq. or me at 774-5666.

Sincerely,



Pamela R. Feppes, Esq.
Solicitor General

Enclosures

cc: Honorable Anthony D. Thomas, Commissioner
Department of Property and Procurement

Denise N. George, Esq., Attorney General
Department of Justice



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



December 14, 2021

Via Hand Delivery

Pamela R. Tepper, Esq.
Solicitor General
Virgin Islands Department of Justice
34-38 Kronprindsens Gade
St. Thomas, US Virgin Islands 00802

**RE: PRIORITY PROCESSING REQUESTED – DISASTER RECOVERY RELATED
JUSTIFICATION FOR LEASE – Virgin Islands Waste Management Authority
(STT)**


Dear Solicitor General:

Please find the following replacement pages enclosed for the Waste Management Authority's Lease for the St. Thomas/ St. John district to address the spelling of Susannaberg in accordance with the deed and maps for the affected parcel:

- First two (2) pages of the DPP transmittal letter dated December 10, 2021; and
- Pages 1,2, 3 of the proposed lease for St. Thomas/St. John.

Thank you kindly for your assistance in substituting the aforementioned pages in the lease packet. If you have any questions, please contact Magdalene A. Morancie, Esq., Chief Legal Counsel at (340) 774-0828 ext. 4302 or via email magdalene.morancie@dpp.vi.gov.

Respectfully,


Anthony D. Thomas
Commissioner

ADT/

Encls.

cc: Vincent Richards, Deputy Commissioner of Property & Printing
Magdalene A. Morancie, Esq., Chief Legal Counsel – DPP
File



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
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St. Croix:
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www.dpp.vi.gov



December 6, 2021

Via Hand Delivery

Honorable Albert Bryan Jr.
Governor of the Virgin Islands
Government House
21-22 Kongens Gade
St. Thomas, Virgin Islands 00802

Thru: Denise N. George, Esq.
Attorney General
VI Department of Justice

Attn: David A. Bornn, Esq.
Chief Legal Counsel to the Governor

**RE: PRIORITY PROCESSING REQUESTED – DISASTER RECOVERY RELATED
JUSTIFICATION FOR LEASE – Virgin Islands Waste Management Authority
(STT)**

Dear Governor Bryan:

The Government of the Virgin Islands (“GVI”) acting through its Department of Property and Procurement (“DPP”) will enter into a Lease Agreement with the Virgin Islands Waste Management Authority for two plots of land known as:

1. a portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, United States Virgin Islands consisting of 2 U.S. acres of land more-or-less, and
2. a Portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John United States Virgin Islands, consisting of approximately 1.2 US acres of land more-or-less.

The properties will be used for constructing and operating Solid Waste convenience centers thereon, and for no other purpose. The enclosed lease will provide the Waste Management Authority (“WMA” or “Authority”) with the required legal interest in the aforementioned properties to support the Authority’s funding applications with the Housing Finance Authority (“HFA”) under the Community Development Block Grant – Disaster Recovery (“CDBG-DR”) program and are

part of the Territory's recovery from the 2017 storms. The Department is respectfully requesting the expeditious processing of the enclosed in support of WMA's grant applications.

The Government of the Virgin Islands acquired Estate Nazareth (Benners), No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, from Henry H. Reichhold through a Bargain and Sale Deed, dated December 17th, 1968. Likewise, the Government of the Virgin Islands acquired Parcel No. 6 Estate Susannaberg, No. 17A Cruz Bay Quarter, St. John, Virgin Islands, from Halvor Neptune Richards through a Deed of Indenture, dated January 14, 1971. At the time of the Government's acquisition of Estate Nazareth (Benners), No. 1 Red Hook Quarter, St. Thomas, Virgin Islands and Parcel No. 6 Estate Susannaberg, No. 17A Cruz Bay Quarter, St. John, Virgin Islands, there were limited or no subdivisions of the parcels as they exist today. Therefore, the portions of the estates were not shown on their original vesting documents. Subsequent to gaining ownership, the Government has surveyed, subdivided, and sold portions of the referenced estates, and retained some portions of the estates for the exclusive use of the GVI. Therefore, refer to PWD Drawing No. D9-1329-T77 (Exhibit "A") and Mag Geo aerial image (Exhibit "B") for a portion of Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, and O.L.G. Drawing No. D9-7873-T006 (Exhibit "C") and Map Geo aerial image (Exhibit "D") for a portion of Parcel No. 6 Estate Susannaberg, No. 17A Cruz Bay Quarter, St. John, Virgin Islands.

The term of this agreement is for twenty-five (25) years and requires approval of the Governor and the Legislature of the Virgin Islands, in accordance with 31 V.I.C § 205 (b) and (c) respectively. The term commences on the first (1st) day of the month following the approval of the Legislature of the Virgin Islands. The annual rent for the above referenced parcels will be **Two Thousand Four Hundred Dollars and Seventy-Zero Cents (\$2,400.00)** payable in equal monthly installments of **Two Hundred Dollars and Thirty-One Cents (\$200.00)** during the term of this Lease.

The statutory provisions in 31 V.I.C. § 205, governing disposition of Government property does not require three (3) appraisals as part of the process for leasing or selling government property. Only 31 V.I.C. § 231a, which governs the acquisition of property by sale or exchange requires that the Government obtain three (3) appraisals during that process. DPP, has decided not to submit an Appraisal Report for this property. DPP, determined that in the best interest of the Government of the Virgin Islands that the negotiated lease rate be binding on parties for the lease term.

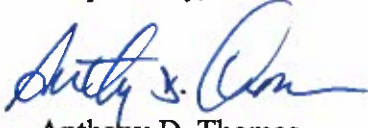
Please find the following documents enclosed to facilitate the processing of this lease:

- 1) Lease Agreement;
- 2) Exhibit "A" (D9-1329-T77) (Estate Nazareth);
- 3) Map Geo aerial image (Exhibit "B") (Estate Nazareth);
- 4) Exhibit "C" (D9-7873-T006) (Estate Susannaberg);
- 5) Map Geo aerial image (Exhibit "D") (Estate Susannaberg); and
- 6) Government Proof of Ownership
 - a. Bargain and Sale Deed (Estate Nazareth);
 - b. Deed (Estate Susannaberg).



The enclosed lease will be recorded and, therefore, an original/wet signature is required for processing. Thank you for your immediate consideration of this matter. If you have any questions or concerns, please feel free to contact Deputy Commissioner Vincent Richards at vincent.richards@dpp.vi.gov or (340) 774-0828 ext. 4329 or Magdalene A. Morancie, Esq., Chief Legal Counsel at magdalene.morancie@dpp.vi.gov or (340) 774-0828 ext. 4302.

Respectfully,


Anthony D. Thomas
Commissioner

ADT/vr/rdp/rac/wah

Encls.

cc: Vincent Richards, Deputy Commissioner of Property & Printing
Magdalene A. Morancie, Esq., Chief Legal Counsel – DPP
File



LEASE AGREEMENT

LEASE AGREEMENT

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

And

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

PREMISES: (a) A portion of Parcel C Estate Nazareth No. 1 Red Hook Quarter, St. Thomas, United States Virgin Islands consisting of 2 US acres of land more or less; and

(b) A portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John United States Virgin Islands, consisting of approximately 2.7 US acres of land more or less.

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THIS LEASE made this _____ day of _____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of the Department of Property and Procurement, hereinafter "Lessor" or "Government" and **VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**, whose Mailing Address is 1 A & B Demarara, Charlotte Amalie, St. Thomas, U. S. Virgin Islands 00802, hereinafter "Lessee".

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth it is hereby agreed:

ARTICLE I

PREMISES AND USE

1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor the following Premises, to wit:

- (a) A Portion of Parcel C Estate Nazareth No. 1 Red Hook Quarter, St. Thomas, United States Virgin Islands consisting of 2 US acres of land more or less. Parcel C Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas United States Virgin Islands, which is zoned "R-2", is shown on PWD Drawing No. D9-1329-T77 dated March 31, 1977, a copy of which is attached hereto as Exhibit "A" and made a part hereof, with further delineation of the Premises subject to this Lease on Map Geo Image marked as Exhibit "B", attached hereto and made a part hereof ("Premises A"); and
- (b) A Portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John United States Virgin Islands consisting of 2.7 US Acres of land more or less. Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter St. John United States Virgin Islands, which is zoned "R-2", is shown on OLG Map No. D9-7873-T006 dated September 10, 2006, a copy of which is attached hereto as Exhibit "C" and made a part hereof, with further delineation of the Premises subject to this Lease on Map Geo Image marked as Exhibit "D", attached hereto and made a part hereof ("Premises B").

Collectively, Premises A and Premises B shall be referred to the as the "Premises".

1.02 Use: The Lessee shall use the hereby Premises for constructing and operating Solid Waste Convenience Centers thereon, and for no other purpose. Said use is contingent on the Lessee obtaining and maintaining the required permits and licenses for the operation of same as required in Paragraph 10.16.

Lessee Initials *REM*

ARTICLE II

TERM

- 2.01 **Term:** The term of this Lease shall be for a period of Twenty-Five (25) years ("Initial Term") commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date").
- 2.02 **Options:** If Lessee is not in default in the performance of any material condition this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for three (3) additional twenty-five (25) year optional terms by giving written notice of such renewal at least sixty (60) days prior to the expiration of the Initial Term or renewal term.
- 2.03 **Failure to Give Possession:** The Lessor shall not be liable for failure to give possession of the Premises upon the commencement date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other person wrongfully in possession of the Premises; in such event the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

ARTICLE III

RENT

- 3.01 **Annual Rent:** For Premises A, the Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. For Premises B, the Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. Thus, the combined Annual Rent for the Premises shall be **Two Thousand Four Hundred Dollars and Zero Cents (\$2,400.00)** during the term of this Lease. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1st) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Premises is granted to the Lessee at a date after the first (1st) of the month, then in such event the rent for such first (1st) month shall be prorated. If any installment of Annual Rent is not received after thirty (30) days when payment is due it shall bear interest at the rate of five percent (5%) per month from the date when the same was due per the term of this Lease until paid by Lessee.

The Annual Rent shall be paid at Lessor's office at 8201 Subbase, Suite 4, St. Thomas, Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

Lessee Initials ZEM

The parties agree that this late charge represents a fair and reasonable estimate of the costs that Government will incur by reason of the late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Government from exercising any of the other rights and remedies available to Government.

ARTICLE IV

IMPROVEMENTS

- 4.01 Improvements: Lessee shall construct Solid Waste Convenience Centers on the Premises. Lessee will not erect any improvements on the Premises or alter the Premises in any way without the prior written consent obtained in each and every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary.

Lessee agrees to keep the said Premises and appurtenances as repaired, in a clean, sightly, and tenantable condition, and to return said Premises to Lessor upon the expiration or other termination of this Lease, in as good condition as it was since the last repairs were made, less reasonable wear and tear from intervening use.

- 4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.
- 4.03 Location and Improvements: Solid Waste Convenience Centers and associated improvements will be located at (a) a Portion of Parcel C Estate Nazareth No. 1 Red Hook Quarter, St. Thomas, United States Virgin Islands; and (b) a Portion of Parcel No. 6 Remainder Estate Susannaberg No. 17A Cruz Bay Quarter, St. John, United States Virgin Islands.
- 4.04 Repairs by Lessee: Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said Premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this section shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.
- 4.05 Excavation and Sorting: If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Premises, Lessee either:

Lessee Initials ZEM

- a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damage and support the same by proper foundation, or
- b. shall, at the expense of the person or persons causing or authorized to cause such excavation, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damages and to support the same by proper foundations.

Lessee shall not by reason of any such excavation or work, have any claim against Lessor for damages or indemnity or for suspension, diminution, abatement, or construction of rent under this Lease.

ARTICLE V

MECHANIC'S LIEN

- 5.01 **Mechanic's Lien:** Nothing contained in this Lease shall be deemed, construed, or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any mechanic's lien. Should any notice of intention to file a lien under Title 28, Chapter 12 of the Virgin Islands Code or any mechanics or other lien be filed against the property of the Lessor, for any work, labor, services or materials performed at or furnished to the property for or on behalf of the Lessee or anyone holding any part of the property through or under Lessee, Lessee shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days after notice by Lessor to Lessee. If Lessee fails to discharge said lien, then the Lessee shall forthwith reimburse the Lessor the total expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

ARTICLE VI

INSURANCE AND INDEMNITY

- 6.01 **Indemnity:** Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (except such as result from the negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the exclusive control of the Lessee or arising directly or indirectly from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all

Lessee Initials REM

costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

- 6.02 Fire and Extended Coverage by Lessee: Lessee shall keep all subsequently constructed buildings on the Premises insured against loss or damage by fire with the usual extended coverage endorsement, in amounts not less than eighty (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall be delivered to the Lessor within thirty (30) days of receiving its Occupancy Certificates for the buildings constructed on the Premises. All such policies shall name Lessor as a loss payee for the full insured amount.

ARTICLE VII

ENTRY BY LESSOR

- 7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them to prospective purchasers, lenders, or lessees.
- 7.02 Easement for Pipes and Water Storage Tank Facility: Lessee shall permit Lessor or its designees to use, maintain and repair pipes, water storage tank facility, cables, and wires, on or existing through the property as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

ARTICLE VIII

CONDEMNATION

- 8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents, and date of the notice received, which shall include:
- a. Notice of Intent and Taking.
 - b. Service of any legal process relating to condemnation of the Premises for improvements.
 - c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a

Lessee Initials REM

taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.

- 8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract, or final order of condemnation.
- 8.04 Total Taking: Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.
- 8.05 Partial Taking: Upon a partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon a partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days' notices to Lessor.

ARTICLE IX

CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

- 9.01 Cancellation: This Lease shall be subject to cancellation by Lessor in the event Lessee shall:
- A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified Lessee in writing that payment was not received when due.
 - B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property.
 - C. Make any general assignment for the benefit of creditors.
 - D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.
 - E. Default in performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period,

Lessee Initials ZEM

Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.

- F. Be adjudged bankrupt in involuntary bankruptcy proceedings.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may take immediate possession of the Premises and remove Lessee's effects, to the extent permitted by law, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

9.02 Termination: This Lease shall terminate at the end of the Lease Term or renewal period.

9.03 Repossessing and Re-letting: In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter, into and upon the Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), to the extent permitted by law.
- B. Either cancel this Lease by notice or without canceling this lease, re-let the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, provided Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of deficiency notice.

If any suit or action is brought by Lessor against the Lessee to enforce any of the provisions hereof, the Lessor shall be entitled to collect reasonable costs and attorney's fees in the action or proceeding.

- 9.04 Assignment and Transfer: Lessee shall not assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld. Any consent of any assignment shall not be deemed consent to any subsequent assignment.

ARTICLE X

GENERAL TERMS AND CONDITIONS

- 10.01 Notices: All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at:

LESSOR: Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas, Virgin Islands 00802

LESSEE: Virgin Islands Waste Management Authority
1 A & B Demarara
Charlotte Amalie
St. Thomas, Virgin Islands 00802

The address of either party may be changed from time to time by giving written notice to that effect.

- 10.02 Non-discrimination: Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin, discriminate or permit discrimination against any person.
- 10.03 Officials not to Benefit: No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 Counterparts: This document is executed in one part of which shall be deemed an original.
- 10.06 Cumulative Rights and Remedies: All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

- 10.07 Interpretation: Words of gender used in this Lease shall be held to include the masculine, feminine, singular, plural and vice versa unless the context otherwise requires.
- 10.08 Agreement Made in Writing: This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.
- 10.09 Paragraph Headings: The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only, and in no way, affect the scope, content, or intent of this Lease or any part or parts of this Lease.
- 10.10 Invalidity or Illegality of Provisions: The invalidity or illegality of any provisions shall not affect the remainder of this Lease.
- 10.11 Successors and Assigns: All of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, and assigns.
- 10.12 Broker: Lessee covenants, warrants, and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold Lessor harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.
- 10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- 10.14 Entire Agreement: This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.
- 10.15 Conflict of Interest: Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.
- a. Lessee further covenants that it is:
1. not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission,

or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis); or

2. a territorial officer or employee and, as such, has:

- i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
- ii. not made, negotiated, or influenced this contract, in its official capacity; and
- iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

10.16 Compliance with Laws: The Lessee shall comply with all laws and regulations of the U. S. Government and the Government of the Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental and American Disabilities Act (ADA). The Lessee shall obtain all licenses and permits required to use the property and to do business in the Virgin Islands as required.

10.17 Waiver: The waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenant of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of the Lessor; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

10.18 Enforcement of Lease Terms: The waiver by either party of any breach of any term condition or covenant of this Lease, during the term of Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any term, condition, or covenant of this Lease. No delay or omission to exercise any right or power shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

[INTENTIONALLY LEFT BLANK]

Lessee Initials REM

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

LESSEE:

Virgin Islands Waste
Management Authority

Sherna George-Eganason
(Print)

Roger E. Merritt, Jr.
Roger E. Merritt, Jr.
Executive Director

Sherna George-Eganason
(Sign)

Alice V. Kroll
(Print)

Alice V. Kroll
(Sign)

ACKNOWLEDGEMENT

Territory of the Virgin Islands)
District of St. Croix) ss:

Before me personally appeared Roger E. Merritt, Jr., Executive Director of Virgin Islands Waste Management Authority, to me well known, or proved to me through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 1st day of December, 2021 A.D.

[Signature]
Notary Public

Edith R. Principaal
My Commission Exp.: September 30, 2024
NP Commission #: NP-351-20
St. Thomas/St. John USVI District

Lessee Initials REM

GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

BY: Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

Date: 12/6/2021

MAGDALENE A. MORANCIE
(Print)

(Print) _____
(Sign) Agustina L. Ponce

William A Harris
(Print)

(Print)
William C. Ham
(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Denise N. George, Esq., Attorney General
Virgin Islands Department of Justice

BY: Carol E. McDonald
Assistant Attorney General

Date: 12/15/2021

APPROVED

Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

Date: 12/22/21

APPROVED

Date: _____

Honorable Donna A. Frett-Gregory
President of the 34th Legislature of the U.S. Virgin Islands

Lessee Initials REM

EXHIBIT A



Exhibit
A

SYDNEY A. BAPTISTE LAND SURVEYOR	ST. THOMAS VIRGIN ISLANDS
SURVEYED: SB.	RESURVEY OF
DRAWN: ""	PARCEL "C" OF
TRACED: ""	ESTATE NAZARETH
DATE: MARCH 31-77	No. 1 RED HOOK QTB.
SCALE: 1"=60'	ST. THOMAS VI.
P.W. FILE	
No. DP-1329-T77	

EXHIBIT B

Nazareth 2 Acres



EXHIBIT
B



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

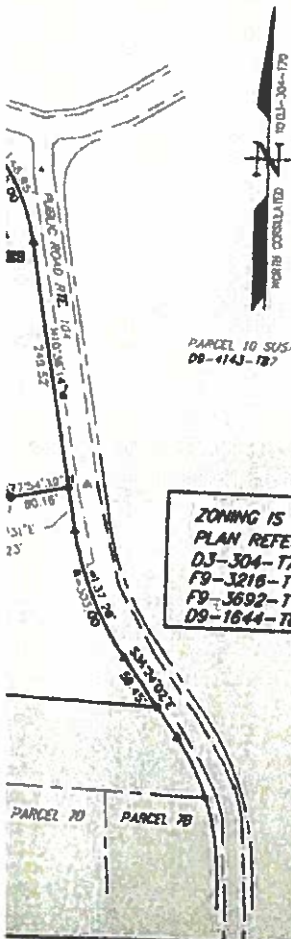
US Virgin Islands makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/2021
Data updated 03/2021

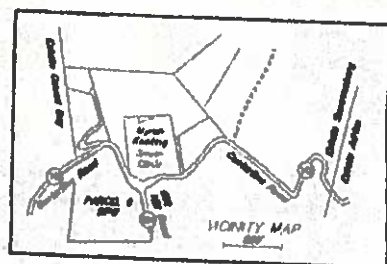
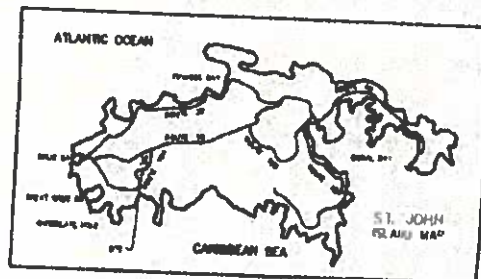
Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.

EXHIBIT C

PARCEL 39
DJ-330-176
49-404-192



PARCEL 10 SUSANABERG
09-4143-187

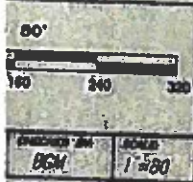


LOCATION MAP

LEGEND

- CONCRETE MONUMENT FOUND
- IRON PIPE FOUND
- IRON PIPE SET
- IRON REBAR SET
- CONCRETE BOUND SET
- ◇ IRON FOUND
- UTILITY POLE
- MONUMENTED POINT NOT LOCATED
- PK 144 SET
- ▲ UNMONUMENTED POINT
- ▲ CONTROL POINT SET
- PROPERTY LINE
- RECORD DATA WHERE DIFFERENT FROM MEASURED DATA
- FENCE LINE
- STONE WALL
- CONTOUR LINE - 10' INTERVAL
- CONTOUR LINE - 5' INTERVAL
- SPOT GRADE

ZONING IS R-2
PLAN REFERENCES:
DJ-304-170
F9-3216-174
F9-3692-179
09-1644-181



PARCEL NO'S. 6-A AND 6 REMAINDER
ESTATE SUSANABERG
NO. 17A CRUZ BAY QTR.
ST. JOHN U.S.V.I.

SHEET 1 OF 1 SHEETS
PROJECT 61150
FILE 63150GS.DWG
DATE 9-10-06
BY 09-7573-Jee

EXHIBIT C

EXHIBIT D

Sussanaberg 2.7 Acres



**EXHIBIT
D**



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

US Virgin Islands makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 02/2021
Data updated 03/2021

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

PREMISES A

PROOF OF OWNERSHIP

☒ **Deed**

☒ **Map (if referenced in deed)**

☐ **Title and Encumbrance Certificate**

BARGAIN AND SALE DEED

This Indenture made this 17th day of December, 1968, by and between HENRY H. REICHHOLD, hereinafter referred to as the "GRANTOR", and GOVERNMENT OF THE VIRGIN ISLANDS, hereinafter referred to as the "GRANTEE";

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE MILLION EIGHTY-THREE THOUSAND DOLLARS (\$1,083,000.00) the receipt of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) of which is hereby acknowledged and the balance of SEVEN HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$783,000.00) which shall be payable in accordance with the terms of a Purchase Money Mortgage Bond and Indenture delivered simultaneously herewith, hereby grants, sells and conveys to the Grantee, its successors and assigns, in fee simple absolute, forever, all of that certain property located in St. Thomas, Virgin Islands of the United States, described as:

4685
1969

All that tract of land with the structures thereon in St. Thomas, Virgin Islands, lying and situated in Red Hook Quarter, matriculated as Estate Nazareth (Benners), No. 1 Red Hook Quarter, and more particularly as shown on a drawing of said tract prepared by N.O. Wells, C.E., dated January 22, 1959, and bearing Public Works Department File No. F 9-372-T59, referred to in the Deed dated January 1, 1959, from Antilles Enterprises, Inc., to Henry H. Reichhold, recorded June 24, 1959 in Book 42, Page 371, No. 1126 more fully described as:

TRACT NO. 1:

Beginning at the northwestern corner of Parcel No. 18 Estate Smith Bay, the line runs South 02 degrees 49 minutes West a distance of 1319.5 feet, more or less, along Parcel No. 18 to a point; thence turning and running in a general westerly direction a distance of Ca 3620 feet, along the Public Road, to a point located North 02 degrees 49 minutes East a distance of 124 feet, more or less, from Muhlenfelds bound post on the dividing line between Estate Frydenhoj and Estate Benners; thence turning and running North 02 degrees 49 minutes East a distance of 2643 feet, more or less, along Estate Frydenhoj, to the southwestern corner of Parcel No. 1 Estate Nazareth; thence turning and running in a general

Easterly direction along the road adjacent to Parcel No. 1, a distance of 273 feet, more or less, to a bound post; thence turning and running North 49 degrees 04 minutes West a distance of 288 feet, more or less, along Parcel No. 1, to a bound post; thence turning and running South 87 degrees 11 minutes East a distance of 960 feet, more or less, along Parcel No. 19 A Estate Smith Bay, to a bound post; thence in the same direction a distance of 2082 feet, more or less, along Parcel No. 17 Estate Smith Bay, to the point of beginning. The area of Tract 1 is 161.1 acres, more or less.

TRACT NO. 2:

Beginning at the bound post at the Northwestern corner of Parcel No. 11 Estate Nazareth, the line runs South 16 degrees 43 minutes 40 seconds West a distance of 153.0 feet, more or less, along Parcel No. 11, to a bound post; thence in the same direction a distance of Ca 13 feet, along Parcel No. 11, to the sea; thence turning and running in a general westerly and southerly direction a distance of Ca 900 feet, along the sea, to a point; thence turning and running South 33 degrees 11 minutes 30 seconds West a distance of Ca 50 feet, to a bound post; thence turning and running along a curve with a radius of 101.19 feet, a distance of 120.12 feet, more or less, to a point; thence turning and running North 77 degrees 54 minutes 30 seconds West a distance of 207.61 feet, more or less, to a point; thence turning and running along a curve with a radius of 1191.28 feet, a distance of 145.88 feet, more or less, to a point; thence turning and running North 85 degrees 52 minutes 30 seconds West a distance of 159.49 feet, more or less, to a bound post; thence turning and running in a general easterly direction a distance of Ca 1210 feet, along the Public Road, to the point of beginning. The area of Tract 2 is 4.8 acres, more or less.

All distances are in English feet, and all bearings are related to the Lambert Grid;

and

All that tract of land in St. Thomas, Virgin Islands, lying and situated in Eastend Quarter, matriculated as Parcel No. 19A of Estate Smith Bay, No. 1, 2 and 3 Eastend Quarter, and more particularly as shown on a drawing of said Parcel prepared by N.O. Wells, C.E., dated October 8, 1946, and bearing Public Works Department File No. B9-2-T46, and described as follows:

Beginning at the Southeast corner of Parcel No. 19, the line runs:

North 81 degrees 54 minutes West a distance of 960 feet, more or less, along Estate Benmers to a bound post; thence turning and running

North 8 degrees 06 minutes East a distance of 144 feet,
more or less, to a bound post; thence turning and running

South 72 degrees 47 minutes East a distance of 967 feet,
more or less, to the point of beginning

The above bounded tract contains 1.6 acres, more or less.

All distances are in English feet and all bearings are
related to the magnetic meridian of 1921;

It being understood that 25 acres of the above property
of a value of SEVEN THOUSAND SIX HUNDRED (\$7,600.00) DOLLARS
per acre, or a total value of ONE HUNDRED NINETY THOUSAND
(\$190,000.00) DOLLARS, is hereby deeded to the Government as
a gift provided the same qualifies as a deduction under Section
170 (a) (b) (Charitable Deductions) of the 1954 Internal
Revenue Code, and the balance of 142.5 acres as a sale to the
Government, but if a favorable income tax ruling for the Grantor
is not received by the Grantor on or before December 31, 1968,
it is understood and agreed that the Government will purchase
said 25 acres at an additional price of ONE HUNDRED NINETY
THOUSAND (\$190,000.00) DOLLARS, which amount shall be added
to and included in the payments to be made under the aforesaid
Purchase Money Mortgage Bond and Indenture.

Together with all of the appurtenances and all of the
estate, right, title and interest of the Grantor, his heirs
and assigns, in and to said premises granted.

TO HAVE AND TO HOLD the premises herein granted unto the
Grantee; its successors and assigns forever, in fee simple absolute;
subject however, to recorded easements for power and communication
dated February 6, 1954 and November 24, 1956 both recorded in
Book 4 K, pages 241 and 246 respectively and numbered 151 and
122 and subject to any other easements or restrictions of record.

IN WITNESS WHEREOF, the GRANTOR, HENRY H. REICHHOLD, has
hereunto set his hand and seal by and through JOHN F. GOETZ,

his attorney in fact this 17th day of December, A.D., 1968 under power of attorney dated December 12th, 1968.

IN PRESENCE OF:

John F. Goetz, Jr.
JOHN F. GOETZ, JR.

Celeste M. Pierce
CELESTE M. PIERCE

Henry H. Reichhold
By John F. Goetz
Attorney in Fact
HENRY H. REICHHOLD, By
JOHN F. GOETZ, attorney in
fact under power of attorney
dated December 12, 1968.

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

On this the 17th day of December, A.D., 1968 before me
PAUL V. RAHALEY, a Notary Public in and for the County of Wayne,
State of Michigan, personally appeared JOHN F. GOETZ, known to
me to be the person whose name is subscribed as attorney in fact
for HENRY H. REICHHOLD and acknowledged that he executed the same
as the act of his principal for the purposes therein contained.

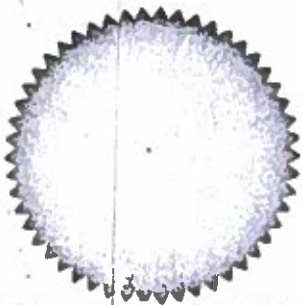
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paul V. Rahaley
PAUL V. RAHALEY, Notary Public,
Wayne County, Michigan

My Commission expires: JANUARY 10, 1969

N^o B382384

STATE OF MICHIGAN,
County of Wayne



B-339

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal

Do Hereby Certify, That PAUL V. RAHALEY whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 17TH day of DEC, A. D. 1968

EDGAR M. BRANIGIN, Clerk

J. H. SANSON III Deputy Clerk
J. H. SANSON III

Office of the Tax Assessor
Charlotta Amalie
St. Thomas, V. I.

JANUARY 10, 1969

This is to certify that, except as noted, the above-mentioned property/properties do not pay any taxes to the Municipality of St. Thomas and St. John, Virgin Islands for the past five calendar years 1965, 1966, 1967

OK. *[Signature]*

ATTEST:

IT IS HEREBY CERTIFIED THAT THE ABOVE MENTIONED PROPERTY IS WHICH, ACCORDING TO BARGAIN and Sale Deed dated Dec. 17, 1968 BELONGS TO The Government of the Virgin Islands HAS NOT, ACCORDING TO THE RECORDS OF THIS OFFICE, UNDERGONE ANY CHANGES AS TO BOUNDARIES AND AREA

OFFICE OF THE PUBLIC SURVEYOR,
ST. THOMAS, V. I. January 3, 1969

[Signature]
PUBLIC SURVEYOR

NOTED IN THE PUBLIC SURVEYOR'S RECORD
FOR COUNTRY PROPERTY, BOOK FOR
Estate Nazareth, No. 1 Red Hook
Quarter and Estate Smith Bay, Nos.
1, 2 & 3 East End Quarter, St. Thomas,
V. I.

OFFICE OF PUBLIC SURVEYOR
ST. THOMAS, V. I. Jan 3, 1969
[Signature]
PUBLIC SURVEYOR

RECEIVED

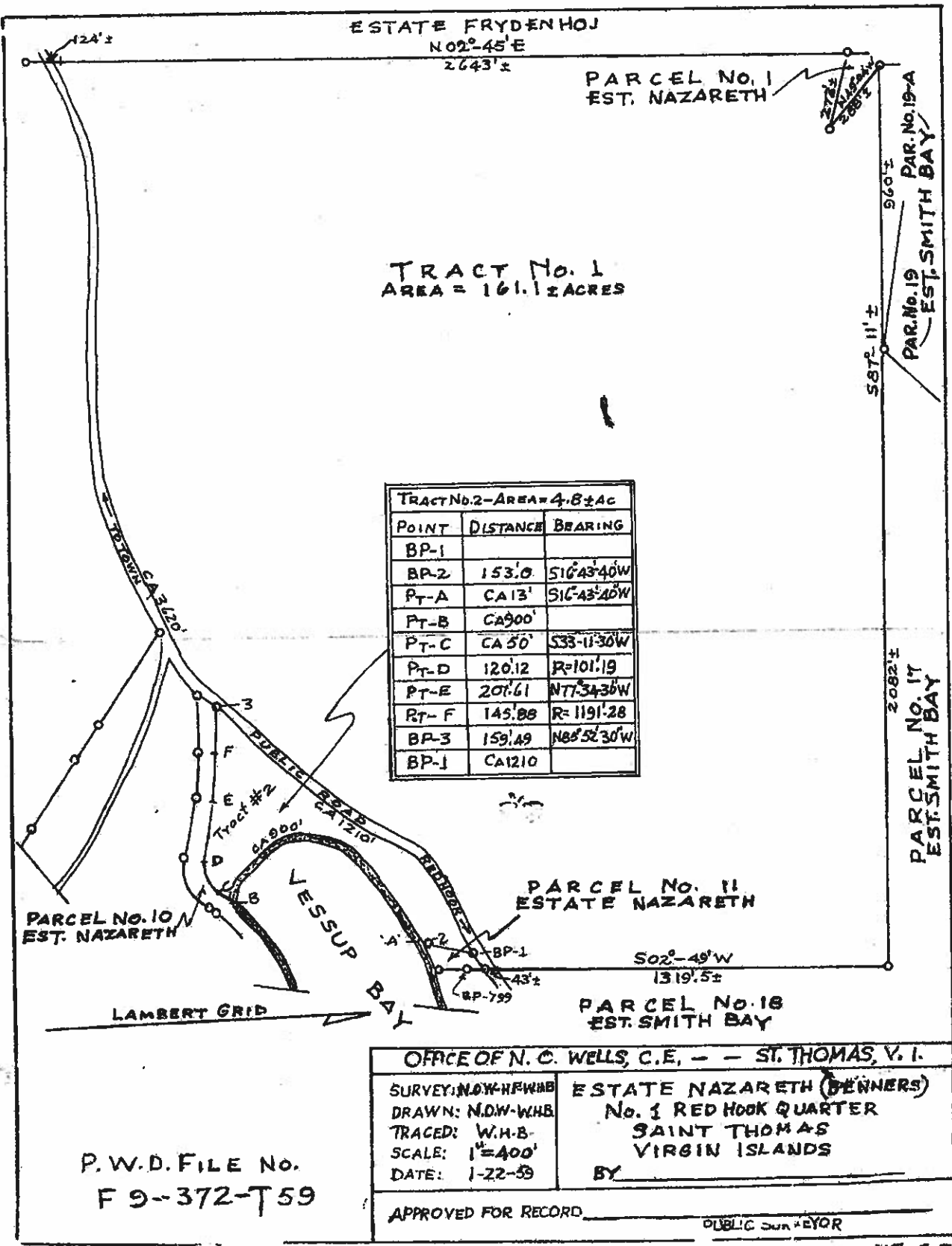
1969 JAN 10 AM 10 13

OFFICE OF
THE
RECORDS
JAN 10 1969

Recorded and entered in the Recorder's Book for the District of St. Thomas and St. John, Virgin Islands of the U. S. A. Protocol 10-F, Page 303 Sub No 4685 and noted in the Real (Personal) Property Register for Aux 2 page 201 Quarter, No. (Auxiliary 22, Page 42)

THE RECORDER'S OFFICE,
St. Thomas

[Signature]
January 10, 1969



PREMISES B

PROOF OF OWNERSHIP

☒ **Deed**

☒ **Map (if referenced in deed)**

☐ **Title and Encumbrance Certificate**

D E E D

THIS INDENTURE made this 14th day of January, 1970,
by and between HALVOR NEPTUNE RICHARDS of St. John, Virgin
Islands, hereinafter called "Grantor", and the GOVERNMENT OF THE
VIRGIN ISLANDS, hereinafter called the "Grantee",

WITNESSETH:

WHEREAS, the Grantor did on the 13th day of September, 1968,
execute and deliver to the Grantee, for consideration hereinafter
mentioned, a conveyance of that certain parcel of land known as
Parcel No. 6, Estate Susannaberg No. 17A, Cruz Bay Quarter, St.
John, Virgin Islands, hereinafter more particularly described,
which said conveyance is recorded in the Office of the Recorder
of Deeds, for St. Thomas and St. John, Auxiliary 20, page 306,
and;

WHEREAS, in said conveyance, the survey as shown on P. W.
file No. D3-294-T68 was in error, and had actually encompassed
more than ten (10) acres of land for the reason that:

- (1) The survey was done with an instrument in poor condition,
and;
- (2) An error was introduced in the area by the use of the
wrong scale.

WHEREAS, to correct that error, it is necessary to execute
this Deed.

NOW, THEREFORE, this indenture,

WITNESSETH:

That for and in consideration of NINETY THOUSAND (\$90,000.00)
DOLLARS in lawful currency of the United States, by the Grantee
to the Grantor, the receipt of which is hereby acknowledged, the
Grantor does hereby grant, release, and convey to the Grantee,
its successors and assigns, in fee simple absolute forever, the
following described parcel of land situated in St. Thomas, Virgin
Islands:

Parcel No. 6, Estate Susannaberg, No. 17A Cruz Bay
Quarter, St. John, comprising ten (10.0) U. S. acres
more or less, and all as shown upon Public Works File
No. D3-384-T70, dated October 7, 1970, and having the
following metes and bounds description:

Beginning at the boundpost located on the west side
of the public road to Gift Hill, and which marks the
southeast corner of said Parcel No. 6, the line runs:

North 87 degrees 29 minutes 25 seconds West along portion of Estate Susannaberg, a distance of 800.0 feet, to a boundpost; thence turning

North 9 degrees 47 minutes 35 seconds East along Estate Cannel Bay, a distance of 595.0 feet, to a boundpost; thence turning

In the same direction, a distance of 25 feet, to a point; thence turning

Along the public road in a general northeasterly direction, a distance of 347 feet, to a curve in the road; thence turning

Along the public road in a general southeasterly direction, a distance of 1010 feet, more or less, to the point of beginning.

The area is 10.0 acres

All distances are in U. S. feet and all bearings are magnetic as of 1967.

TOGETHER with all the improvements and appurtenances thereto belonging or in any wise appertaining and together with the right, title, and interest of the Grantor in and to the said premises.

TO HAVE AND TO HOLD the said premises unto the Government of the Virgin Islands, its successors and assigns in fee simple absolute forever.

The Grantor warrants that he is lawfully seized of the said premises and has good right to convey the same; that the said premises are free from encumbrances; that the Government shall quietly enjoy the said premises; that the Grantor shall warrant and defend the title to the premises; that the Grantor will execute or procure any further necessary assurances of title to the said premises.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed as of the date first above written.

Executed in the presence of:

Mary G. Wood

Mary Hagg

Richard
Grantor

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. THOMAS AND ST. JOHN) SS

On this 14th day of January, 1971, before me the undersigned Notary-Public personally appeared Halvor Neptune Richards, known to me to be the person, whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal.

Henry G. Wood
Notary-Public

RECORDED AND ENTERED IN THE RECORDER'S BOOK FOR THE DISTRICT
OF ST. THOMAS AND ST. JOHN, VIRGIN ISLANDS, OF THE U. S. A.,
PROTOCOL 12-2, PAGE 316, SUB. NO. 113, AND NOTED IN THE
REAL ESTATE PROPERTY RECORD FOR
QUARTER NO. _____ (AUXILIARY) 20, PAGE 306

THE RECORDER'S OFFICE,

ST. THOMAS

January 18, 1971
Felice V. Let
DISTRICT RECORDER OF DEEDS

ATTEST:

IT IS HEREBY CERTIFIED THAT THE
MENTIONED PROTOCOL IS CORRECTLY
ING TO Deed dated January 14, 1971
BELONGS TO the Government of the Virgin Islands,
HAS NOT, ACCORDING TO THE RECORDS
OF THIS OFFICE, UNDERGONE ANY
CHANGES AS TO BOUNDARIES AND AREA.

OFFICE OF THE PUBLIC SURVEYOR,

ST. THOMAS, V. I. January 21, 1971

Floyd C. George
PUBLIC SURVEYOR

NOTED IN THE PUBLIC SURVEYOR'S RECORD
FOR COUNTRY PROPERTY, BOOK FOR
ESTATE SUSANNABERG

NO. 17A CRUZ BAY QUARTER
ST. JOHN, VIRGIN ISLANDS

OFFICE OF PUBLIC SURVEYOR

ST. THOMAS, V. I. Jan. 21, 1971

Floyd C. George
PUBLIC SURVEYOR

1971 JAN 15 PM 5 22

OFFICE OF
PUBLIC SURVEYOR

ESTATE CAMEL BAY

$N 9^{\circ} 47' 35" E$
595.0

BR 424 REPLACED

TO CAMEL BAY
0.25
0.58

PUBLIC
347'

RCA

PUBLIC ROAD

PAVED

TO CORAL BAY

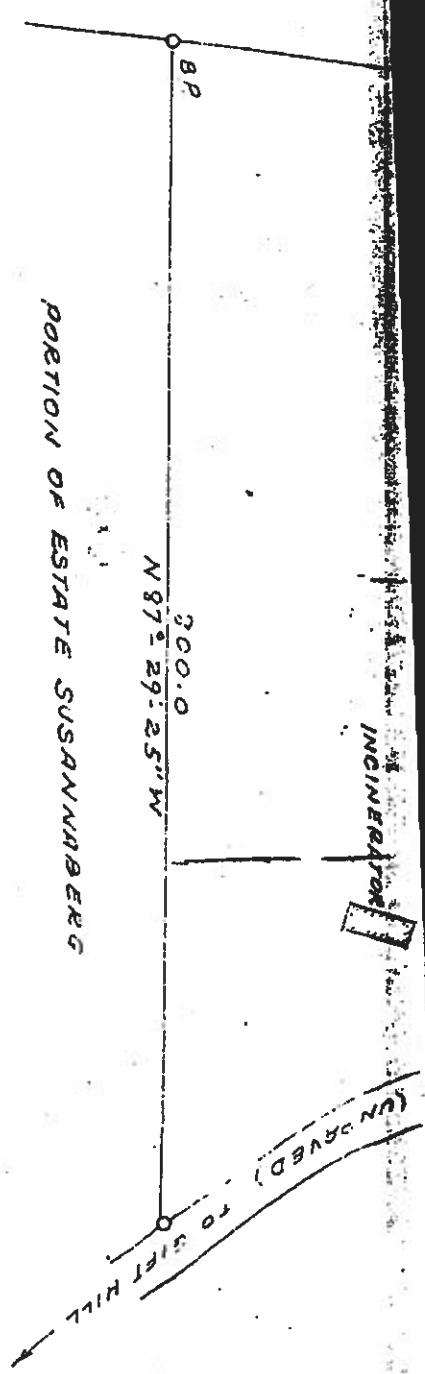
PARCEL No. 6
AREA = 10.0 ACRES

ESTATE SUSANNAH

1010.0
PUBLIC ROAD (UNPAVED)

INCINERATOR

318A



PORTION OF ESTATE SUSANNA BERG

THIS DRAWING SUPERSEDES D3-294-T68

REF. 89-229-T70

GOVERNMENT OF THE VIRGIN ISLANDS
PUBLIC WORKS DEPARTMENT

SURVEYED BY
DRAWN: J.G.
TRACED:
DATE: 10-7-70
SCALE: 1"=100'
P.W. FILE NO.
D3-304-T70

PARCEL No. 6
ESTATE SUSANNA BERG
No. 17A CRUZ BAY QTR.
ST. JOHN V.I.

31RB

WARRANTY DEED

THIS INDENTURE made this 13th day of September, 1968, by and between HALVOR NEPTUNE RICHARDS of St. John, U. S. Virgin Islands, hereinafter called the "Grantor" and the GOVERNMENT OF THE VIRGIN ISLANDS, hereinafter called "Grantee"

WITNESSETH: That for and in consideration of the sum of \$90,000.00, lawful currency of the United States of America, of which amount the sum of \$25,000.00 is herewith paid by Grantee to Grantor, the receipt whereof is hereby acknowledged by the Grantor, the balance of \$65,000.00 to be paid in installments secured by purchase money mortgage simultaneously executed herewith by the Grantee, Grantor does hereby give, grant, bargain, sell, release and convey unto the Grantee, its successors and assigns forever, that certain parcel of land situate in St. John, U.S. Virgin Islands, as follows:

Parcel No. 6, Estate Susannaberg, No. 17A Cruz Bay Quarter; St. John, comprising 10.0 U.S. Acres, more or less, and all as shown upon Public Works File No. D3-294-T68, dated August 27, 1968, and corresponding Boundary Description of same date, attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the described real property unto the Grantee, its successors and assigns in fee simple forever.

And Grantor warrants that he is seized of said premises in fee simple and has good right to convey said premises; that Grantee shall quietly enjoy said premises; that said premises are free from encumbrances; that Grantor will execute or procure any further necessary assurance of title to said premises; and that Grantor will forever warrant and defend the title to said premises.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED and DELIVERED

In the presence of:

Kelpa Williams
Witness

Henry G. Wood
Witness

Halvor Neptune Richards
Halvor Neptune Richards

TERRITORY OF THE VIRGIN ISLANDS)
JUDICIAL DISTRICT OF ST. JOHN)

ss.:

On this the 13th day of September, 1968, before me the undersigned Notary Public personally appeared HALVOR NEPTUNE RICHARDS, known to me to be the person whose name is subscribed to the foregoing Deed and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Henry G. Wood
Notary Public

20/32

Office of the Tax Assessor
Charlotte Amalie
St. Thomas, V. I.

NOVEMBER 25, 1968

This is to certify that, except as noted, the above-mentioned property/property described in the last two pages to the Municipality of St. Thomas and St. John, Virgin Islands for the past 100 calendar years.

James P. Caruso
Tax Assessor

OFFICE OF
RECORDS
AND
DEEDS

1968 NOV 22 PM 1 42

RECEIVED

NOTED IN THE SURVEYOR'S RECORD
FOR CRUZ BAY, ST. JOHN
PAGE 306
CRUZ BAY
ST. JOHN
THE UNITED STATES OF AMERICA

ATTEST:
IT IS HEREBY
MENTIONED
ING TO Warranty Deed dated September 13, 1968
BELONGS to the Government of the Virgin Islands
HA NOT, ACCORDING TO
OF THE OFFICE, IN ANY
CHANGES AS TO BOUNDARIES AND AREA.

OFFICE OF THE PUBLIC SURVEYOR
ST. THOMAS, V. I. Nov. 18, 1968

Lloyd O. George
PUBLIC SURVEYOR

OFFICE OF THE PUBLIC SURVEYOR
ST. THOMAS, V. I. November 18, 1968

Lloyd O. George
PUBLIC SURVEYOR

Recorded and entered in the Recorder's Book for and District
of St. Thomas and St. John, Virgin Islands of the U. S. A.
Page 317, Sub No. 306 and noted in the Book
(Deeds) Property Register for

THE RECORDER'S OFFICE
St. Thomas

November 22, 1968
Edith V. Vaillet
Recorder

317A