

MINOR COASTAL ZONE MANAGEMENT PERMIT NO. CZJ-12-14W

1. **AUTHORITY** This permit is issued by the Commissioner of the Department of Planning and Natural Resources and is administered and monitored by the Department pursuant to Title 12, Chapter 21, and Virgin Islands Code. As herein, "Permitter" is the **Government of the Virgin Islands** and "Permittee" is **Great Cruz Bay Home Owner's Association, Inc.**
2. **SCOPE** This permit supersedes minor CZM Submerged Land Permit No. 209 and allows the continued use and occupancy of an existing 37'-1"x 6'-2" rectangular floating dock (228.5 ft² of water area). The dock is located in Great Cruz Bay, seaward of an unidentified lot known as Great Cruz Bay Home Owner's Association common parcel and depicted on OLG Map # D9-6425-T98, Estate Chocolate Hole, St. John.
3. **TERM** This permit is effective upon its signing by the Commissioner of the Department of Planning and Natural Resources, approval by the Governor of the Virgin Islands, and approval by the Legislature of the Virgin Islands. As used herein, the "Effective Date" or "the date hereof" means the date of such ratification. This permit will expire ten (10) years after the Effective Date. The Permittee shall have the option to renew the permit within ninety (90) days before the permit expires and the terms are subject to negotiations. This permit is issued for a definite term, ten (10) years, and shall not constitute a property right. The Permit shall be renewed only if the requirements of Title 12 of the Virgin Islands Code, Section 911, are met.
4. **DOCUMENTS INCORPORATED BY REFERENCE**
EXHIBIT A - CZM Permit Application dated March 11, 2014
EXHIBIT B - Site plan and Drawings dated March 21, 2014
EXHIBIT C - Minor Environmental Assessment Report dated March 11, 2014
EXHIBIT D - OLG Map # D9-6425-T98
5. **GENERAL CONDITIONS**
 - (a) **Liability.** The Permittee agrees to assume full and complete responsibility for all liability to any person or persons, including employees, as a result of its control of the area described in Paragraph 2 of this permit, and all improvements thereon (which area and improvements are herein after referred to as "the premises") and to hold the Permitter free and harmless from civil or other liability of any kind during the time the Permittee is in control of the premises pursuant to this permit.
 - (b) **Personal Property and Damage.** All personal property of any kind or description whatsoever, located on the premises will be there at the Permittee's sole risk.

- (c) Assignments or Transfer. This permit may not be transferred or assigned except as provided in Section 910-15 of the Regulations of the Coastal Zone Management Act.
- (d) Permit to be displayed. A placard evidencing the permit shall be posted in a conspicuous place at the project site during the entire period of work.
- (e) Reliance on Information and Data. The Permittee affirms that the information, and data which he/she provided in connection with his/her permit application is true and accurate, and acknowledges that if subsequent to the effective date of this permit such information and data proves to be false or inaccurate, the permit may be modified, suspended or revoked in whole or in part, and that the Commissioner may, in addition, institute appropriate legal action.
- (f) Development to be Commenced. Any and all development approved by this Coastal Zone Management Permit shall be commenced within twelve (12) months from the date this permit becomes effective. Failure to perform substantial work within such period and thereafter until completion of construction will cause the permit to lapse and render it null and void unless an extension is granted by the Commissioner.
- (g) Notification of Completion. Upon completion of any activity authorized or required by this Coastal Zone Management Permit, the Permittee shall promptly so notify the Director of the Division of CZM ("The Director") and where the services of a professional engineer were required in undertaking the activity, a certification of compliance provided by the project engineer that the plans and specifications of the project and all applicable Virgin Islands Code requirements have been met, shall be filed with the Director.
- (h) Inspection. The Commissioner or his authorized agents or representatives shall have the power to enter at reasonable times during projects working hours upon any lands or waters for which a Coastal Zone Permit has been issued. The Permittee shall permit such entry for the purpose of inspection and ascertaining compliance with the terms and conditions of said Coastal Zone Management Permit. The Permittee shall provide access to such records as the Commissioner in the performance of his duties under the Act may require the Permittee to maintain. Such records may be examined and copies shall be submitted to the Commissioner upon request.
- (i) Conditions of premises. The development authorized by this permit shall be maintained in a safe, attractive and satisfactory condition and in accordance with the description, plans or drawings approved by the Commissioner.

- (j) Restoration of Area. The Permittee, upon revocation or expiration of the permit, shall upon order of the Commissioner, and his sole discretion, remove all structures authorized by the permit and restore the area to its original condition, and/or modify such structures, and/or comply with any directive of the Commissioner in satisfying the original permit condition in such time and manner as the Commissioner may direct.
- (k) Notices. All notices sent or required to be sent hereunder must be certified mail, return receipt requested. If addressed to the Permitter, same shall be sent to the Commissioner of the Department of Planning and Natural Resources, Cyril E. King Airport, Second Floor, St. Thomas, VI 00802 or to such place as the Permitter may herein after designate by certified mail. If addressed to the Permittee, same shall be sent to Great Cruz Bay Home Owner's Association, Inc., c/o Scandic, P.O. Box 8331, St. John, VI 00831 or to such place as the Permittee may hereinafter designate by certified mail, return receipt requested.
- (l) Nonwaiver. One or more waivers by the Permitter of any covenant or condition of this permit shall not be construed as a waiver or breach of the covenant or condition, and the consent or approval of the Permitter to or of any acts by the Permittee requiring the Permitter's consent or approval shall not be construed as approval of any subsequent similar act by the Permittee.
- (m) Revocation. It is specifically understood that all foregoing covenants and agreements, as well as other terms and special conditions hereby agreed to by Permittee, are to be well and faithfully kept by Permittee and that any failure by Permittee to keep same will result in revocation of this permit.
- (n) Other Approval. If the development covered under this permit requires separate and distinct approval from the United States Government or any agency, department, commission or bureau thereof, then no development or occupancy is allowed under this permit until such permits or approvals have been obtained.
- (o) Abandonment. If the Permittee abandons, deserts or vacates the premises or discontinues its operations at the premises for a period totaling six (6) consecutive months, then the permit will terminate automatically and be rendered null and void.
- (p) Damage and Repair of Premises Described in Paragraph 2. In the event of damage to or destruction of the premises described in Paragraph 2 hereof, repair work may be done only after a request to do so has been submitted in writing to the Department and permission in writing has been granted. Repair must duplicate the original work, and must be in accordance with applicable law, rules and regulations.

- (q) Signatures on the Permit Document. The applicant shall sign and return the permit document to the Department within sixty (60) days of receipt thereof. Failure to return the signed permit within the time period specified herein will be considered a rejection of the terms and conditions of the permit and will render the offer of the permit null and void, unless a written extension is requested and granted.

6. SPECIAL CONDITIONS

- (a) This structure is approved for private use only. No commercial activity or rental of space is allowed.
- (b) No person shall live aboard any vessel while docked at this structure.
- (c) No handling of petroleum products is allowed at the dock.
- (d) No dredging is permitted.
- (e) The Permittee shall affix to the end of the dock a permit placard displaying the permit number CZJ-12-14W.

7. FEES

- (a) The rental fees for the use and occupancy of the submerged and/or filled submerged lands as described in "SCOPE" are assessed pursuant to 12 VIC §911(f) and have been negotiated with the Permittee pursuant to 12 VIRR §910-5(e). The initial payment under this permit is due upon receipt of the effective permit, and subsequent payments are due on the anniversary of the effective date. Payments are to be made to the Department of Planning and Natural Resources.
- (b) A rental fee of Three Thousand Dollars (\$3,000.00) per year, payable annually in advance, shall be charged for the dock structure covered under this permit occupying the submerged lands area.
- (c) The rental fees payable under this permit shall be adjusted after the first five years of the permit in accordance with the increase of the Consumer Price Index as established by the United States Department of Labor, Bureau of Labor Statistics, for "All Items, All Urban Consumers (1984-100 percent)" (the "CPI"), as follows:
- (i) The CPI as of the first month of the initial five-year period of the permit shall be the base price index and the CPI as of the month immediately preceding the commencement of the adjustment year of the permit term shall be the current price index.
- (ii) The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the sum of the annual rent of the prior year.

- (iii) The resulting product shall be the annual base rental for the current year.
 - (iv) In no event shall any rent determined in the manner above be reduced below the annual rent of \$3,000.00.
 - (d) Prior to the commencement of the eleventh (11th) year of the permit term, the Permittee shall renegotiate the rental fees with the Permitter pursuant to 12 VIRR §910-5(e). Failure by the Permittee to negotiate the fees will result in the automatic adjustment of the fees by twenty-five percent (25%).
 - (e) In the event of an assignment or transfer of this permit pursuant to 12 VIRR § 910-15, the Assignee will be required to negotiate the fees with the Division of CZM pursuant to the provisions of 12 VIRR § 910-5.
8. **IT IS EXPRESSLY UNDERSTOOD** by the parties hereto that the title to all submerged lands or filled land which is altered or occupied on the basis of this permit is in the Government of the Virgin Islands, and the Permittee shall have no right or interest therein, of any kind whatsoever, other than such rights as are expressly set forth herein, and that this instrument is not a lease.

IN TESTIMONY WHEREOF, the parties herein have hereunto set their hands and seals on the days and years appearing herein below.

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

PERMITTOR



Dawn L. Henry, Esq.
Commissioner Designee

June 1, 2015
Date

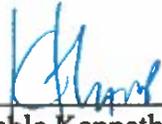
PERMITTEE



Great Cruz Bay Home Owner's Association, Inc.
Steve Simonsen, President

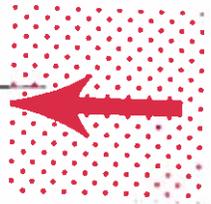
4-8-15
Date

APPROVED



The Honorable Kenneth E. Mapp
Governor of the U.S. Virgin Islands

09-02-15
Date



APPROVED
Legislature of the Virgin Islands

The Honorable Neville James
President, 31st Legislature

Date