

LEASE AGREEMENT

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

And

The United States Department of Commerce, National Oceanic & Atmospheric Administration

PREMISES: A portion of the Telecommunications Tower located on Parcel R-22 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas U.S. Virgin Islands. The Premises are shown on O.L.G No. D9-7534-T005 with the geographic coordinates of Latitude 18 19 42.5 Longitude -64 51 33 ("Premises").

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LEASE AGREEMENT

THIS LEASE made this ____ day of _____, 2024, 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 the **United States Department of Commerce, National Oceanic & Atmospheric Administration (“NOAA”)**, acting through NOAA’s Real Property Management Division whose mailing address is 1305 E/W Highway, SSMC IV, Fifth Floor Silver Spring, Maryland 20910, hereinafter (“Lessee” or “U.S. Government”).

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 leases from the Lessor a portion of the Telecommunications Tower comprising of (a) antenna attachment space approximately 120 feet above ground level (“AGL”); (b) shelter floor space of approximately 36 U.S. square feet in an onsite climate controlled equipment shelter (with the Lessor being responsible for providing electricity and heating and cooling (e.g., HVAC), and maintaining the heating and cooling); and (c) standby power located on Parcel R-22 Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U. S. Virgin Islands with the geographic coordinates of Latitude 18 19 42.5 Longitude -64 51 33, which is zoned “R-2” (hereinafter the “Premises”). The aforesaid Premises is shown on O.L.G No. D9-7534-T005 a copy of which is attached and made part hereof as Exhibit “A.” Lessee’s authority to enter into this Lease is 40 U.S.C. § 585.
- 1.02 **Use:** The Lessee shall use the hereby Premises for the purpose of transmission and reception of weather broadcast communications and emergency broadcast communications. Said use is contingent on the Lessee obtaining and maintaining the required permits, licenses, and any required rezoning of the Premises to a zoning designation compatible to the operation of same, as required in Paragraph 10.17.

ARTICLE II

TERM

- 2.01 **Term:** The term of this Lease shall be for a period of twenty (20) years, commencing upon the date of approval by the Legislature of the U.S. Virgin Islands (“Commencement Date”). The parties may agree to enter into a succeeding or superseding lease for the Premises, with the U.S. Government’s property (e.g., improvements) remaining on the property of the U.S. Virgin Islands Government.

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- 2.02 **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.
- 2.03 **Remaining on the Property Beyond the Term:** If Lessee remains in possession of the Premises after expiration of the term hereof, without Lessor's express consent and without any distinct agreement between Lessor and Lessee, Lessee shall be considered a month-to-month Lessee and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect. The inclusion of the preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.

ARTICLE III

RENT

- 3.01 **Annual Rent:** The Lessee shall pay to the Lessor an Annual Rent of **\$1,200.00, payable at the rate of \$100.00 per month in arrears, without demand; therefore, the Lessee covenants and agrees to pay said rent as aforesaid, (subject to the availability of funds). If the term of this Lease includes any partial month, rent for the partial month shall be prorated. Rent shall be made via electronic funds transfer and based on the information provided in the System for Award Management ("SAM") database (available at: <https://www.sam.gov>), or successor U.S. Government database.**

ARTICLE IV

IMPROVEMENTS

- 4.01 **Improvements:** Lessee shall 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 vacation of the premises, as coordinated between the parties, in as good condition as it was since the last repairs were made, less reasonable wear and tear from intervening use, damages by the elements, and by circumstances over which the Lessee has no control.

- 4.02 **Title to Improvements:** Lessee's equipment, including its fixtures, additions, structures, signs, and/or decorations, shall remain the property of the Lessee at the conclusion of this Lease.

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A portion of the Telecommunications Tower
located on Parcel R-22 of Tract 1 Estate Nazareth
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- 4.03 Location and Improvements: In the event Lessor consents to the erection of improvements, said improvements will be located at a portion of the Telecommunications Tower located on Parcel R-22 of Track 1 Estate Nazareth, No.1 Redhook Quarter, St. Thomas, U.S. Virgin Islands with the geographic coordinates of Latitude 18 19 42.5 Longitude -64 51 33.
- 4.04 Repairs: (1) Lessee shall at its own cost and expense, keep and maintain its equipment in good condition, reasonable wear and tear excepted. (2) Lessor shall maintain, repair and keep the Premises in good and tenantable condition. 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 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.

Lessee shall not by reason of any such excavation or work under this paragraph that is done by someone or some entity other than the Lessor have any claim against Lessor for damages or indemnity or for suspension, diminution, abatement, or reduction of rent under this Lease.

ARTICLE V

Reserved.

ARTICLE VI

INSURANCE AND INDEMNITY

- 6.01 Liability Insurance/Claims: For the purposes of this Lease, the U.S. Government is considered to be self-insured. The U.S. Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Lessor's Property/Premises by the U.S. Government or duly authorized representatives or contractors of the U.S. Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent.

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- 6.02 Non-Liability: Except when otherwise required by, or consistent with, applicable law (including, but not limited to, Virgin Islands Code title 33, § 3408 ("Waiver of immunity from liability") or other terms of this Lease, Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Lessee or its Premises from water, gas steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence or willful misconduct of Lessor or its agents, contractors, or employees.

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 erect, use, maintain and repair pipes, water storage tank facility, cables, and wires, on or through the Premises 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 of 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 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

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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' notice to Lessor.

ARTICLE IX

TERMINATION, VACATION of the PREMISES, ASSIGNMENT AND TRANSFERS

- 9.01 Termination: Either party may coordinate with the other to terminate this Lease by mutual agreement prior to the expiration of the term hereunder. The vacation of the Premises will be mutually coordinated between the parties. Upon vacation of the Premises no rent shall accrue. Access to the premises to remove the U.S. Government property shall not be unreasonably withheld. Said notice of U.S. Government vacation of the premises shall be as determined by the U.S. Government. The parties may mutually agree to abandon U.S. Government property in accordance with applicable federal laws and regulations.
- 9.02 U.S. Government Property: Lessor covenants and agrees that none, nor any part, of the U.S. Government's property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The U.S. Government's property shall remain the property of the U.S. Government, unless disposed of or abandoned by the U.S. Government in accordance with applicable federal laws and regulations.
- 9.03 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.

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A portion of the Telecommunications Tower
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- 9.04 Subleasing: Lessee may not sublet the Premises in whole or in part without Lessor's advance written consent. Lessor's consent does not release Lessee from any of its obligations under this Lease.

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

LESSEE: United States Department of Commerce
NOAA Real Property Management Division
1305 E/W Highway, SSMC IV, Fifth Floor
Silver Spring, Maryland 20910
Attn: Real Property Contracting Officer

Lessee [for technical issues and maintenance]:

United States Department of Commerce
NOAA, National Weather Service
819 Taylor Street
Fort Worth, TX 76102-6171
Attn: NOAA Weather Radio Program Manager

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 Government of the Virgin Islands, 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 Governing Law: This Lease shall be governed by and construed and enforced in accordance with Federal law. To the extent permitted by Federal law, the laws of the U.S. Virgin Islands (excluding the U.S. Virgin Islands' choice of law rules) will apply in the absence of applicable Federal law; provided, however, nothing in this Lease

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shall be construed as a waiver of any sovereign immunity of the United States Government. Venue for any legal action relating to this Agreement shall lie in the appropriate Federal court or board.

- 10.05 Counterparts: This document is executed in one part 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 singular, plural, and vice versa unless the context otherwise requires.
- 10.08 Agreement Made in Writing: This Lease contains all 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 do not 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 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 harmless Lessor 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 Legislature of the U.S. 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.

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A portion of the Telecommunications Tower
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- 10.15 Exhibits and Attachments: The following are attached and made a part hereof:
- A. Exhibit A: D9-7534-T005 (1 page);
 - B. Exhibit B: NOAA Equipment (1 page);
 - C. General Clauses DOC NOAA (JAN 2021) (2 Pages);
 - D. FAR clause 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020) (4 pages);
 - E. ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS, 3518-SAM (REV Jan 2016) (2 pages plus screenshot of SAM).
- 10.16 Additional Payments: Notwithstanding any other provision of the Lease, besides the identified rent, any funds to be transferred by the Lessee to the Lessor (or others), for the purposes of this Lease, will be pursuant to a separate obligating document/instrument that requires the Lessee's subsequent approval and is subject to the requirements of 31 U.S.C. §§ 1341(a) and 1501(a).
- 10.17 Compliance with Laws: 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, permits, and any required re-zoning of the Premises and to do business in the Virgin Islands as required.
- 10.18 Waiver: 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 covenants 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.
- 10.19 Enforcement of Lease Terms: Waiver by either party of any breach of any term condition or covenant of this Lease, during the term of this 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 – SIGNATURES FOLLOW]

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

WITNESSES:

LESSEE:

United States Department of Commerce

RHONDA S. CARPENTER BY: Deborah A. Putney
(Print)

Deborah A. Putney
Real Property Contracting Officer

Rhonda S. Carpenter
(Sign)

Gene Harold Putney
(Print)

Gene Harold Putney
(Sign)

UNITED STATES GOVERNMENT

Before me personally appeared Deborah A. Putney, Real Property Contracting Officer of the United States Department of Commerce to me well known, and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 15 day of Nov A.D. 2024

Isaac A. Diaz
Notary Public

ISAAC A DIAZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194017049
MY COMMISSION EXPIRES MAY 8, 2027

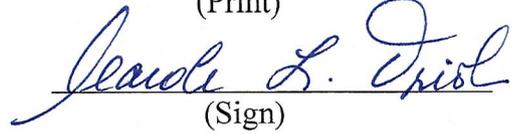
GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

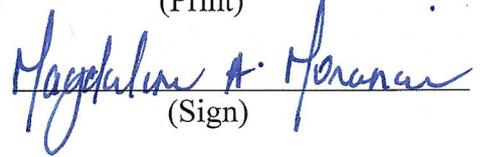
BY: 
Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 12/17/2024

CAROLE L. ORIOL
(Print)


(Sign)

MAGDALEDE A. MORANUE
(Print)


(Sign)

APPROVED AS TO LEGAL SUFFICIENCY
Gordon C. Rhea, Esq., Attorney General

BY: 
Assistant Attorney General
Virgin Islands Department of Justice

Date: 1/17/2025

APPROVED


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

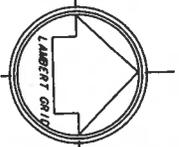
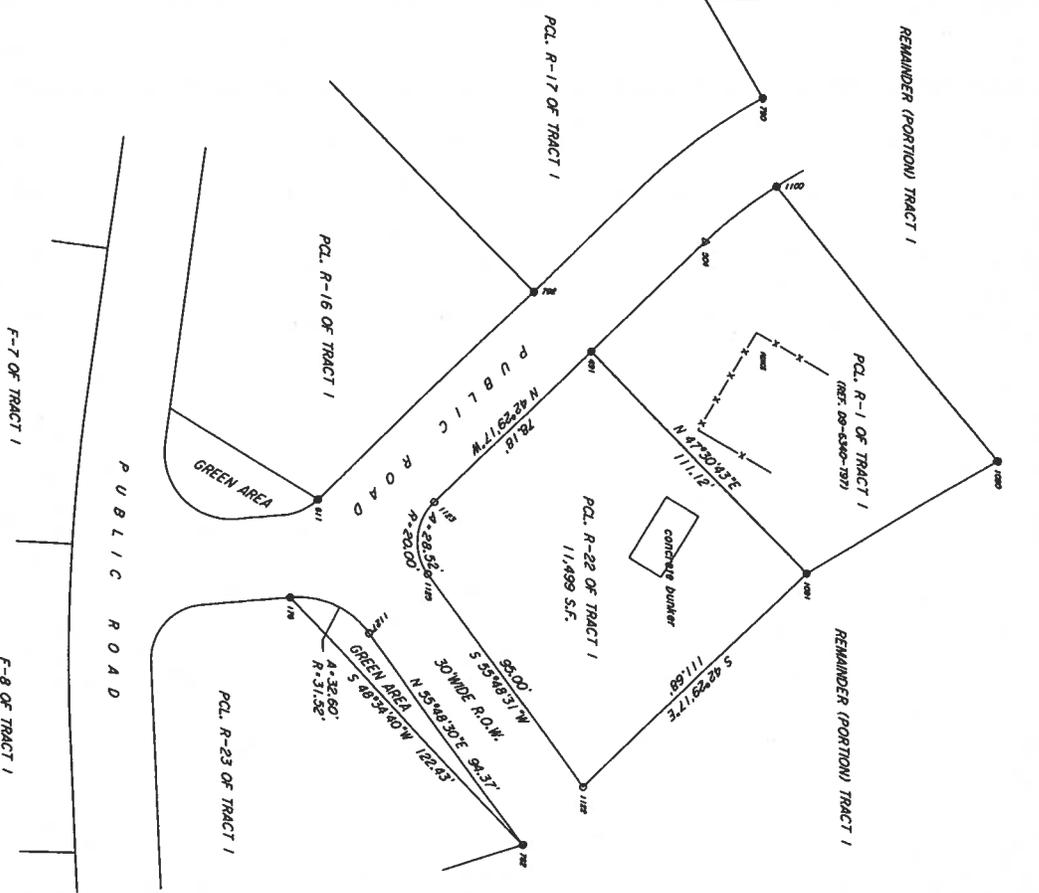
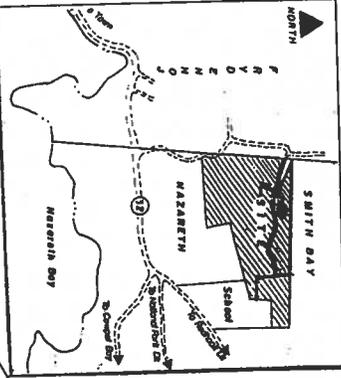
Date: 2/4/25

APPROVED

Print Name: _____
President of the 36th Legislature of the Virgin Islands

Date: _____

EXHIBIT A



SURVEY REFERENCE:
 O. L. G. DRAWING NO.
 AS-338-739

- LEGEND:
- BOUNDARIES FOUND
 - BOUNDARIES SET
 - △ POINT OF TANGENT/CURVE
- ZONING DISTRICT: R-2



CHARLES A. HAMILTON, LAND SURVEYOR
 401 N. P. O. BOX 2444 ST. THOMAS V.I., CROSSLAND - OFFICE: OFF. FOR THE
 PHONE: (340) 778-3841; (340) 778-0151
 SURVEYING, PLANNING & ENGINEERING - INCORPORATED - 45-BULLY
 ST. THOMAS, V. I.

FILED IN:	SURVEYED:	C. A. H.	CERTIFIED COPY:
180	DATE:	2-01-05	
1714E	SCALE:	1" = 30'	
DRAWN:		CSC/CKM	
CHECKED:		C.A.H.	
DATE:		2-01-05	
SCALE:		1" = 30'	
DRAWN BY:		CSC/CKM	
CHECKED BY:		C.A.H.	
DATE:		2-01-05	
SCALE:		1" = 30'	

EXHIBIT
 A

EXHIBIT B

TECHNICAL REQUIREMENTS FOR NOAA WEATHER RADIO (NWR) SYSTEM INSTALLATIONS IN THE VIRGIN ISLANDS

NOAA/National Weather Service (NWS) would like to install a 1000 watt transmitter at two sites owned by the Government of the Virgin Islands: Benner Hill / St. Thomas and Recovery Hill / St. Croix. The technical requirements will be similar for both sites. Recovery Hill site is temporarily unavailable until refurbishment / repainting of the tower is completed at an undetermined future date. Therefore, we will move forward as a two-phase project.

PHASE 1: Proceed with negotiations for Benner Hill / St Thomas and Recovery Hill / St. Croix with the goal of putting an operational transmitter on the air at the earliest possibility. This will at least provide partial coverage in the Virgin Islands.

PHASE 2: Readdress Recovery Hill / St Croix whenever tower refurbishment is completed. A second transmitter will provide complete coverage of the Virgin Islands.

TRANSMITTER

1. Armstrong 1000B or similar transmitter.
- 2(a) Weather Service Headquarters will provide a 1000 watt transmitter for the installation on Benner Hill / St. Thomas.
 - (b) The old Crown 1000 watt transmitter was removed from the damaged site on Mt. Stewart / St. Croix. It is currently in storage at the air traffic control tower at Henry E. Rohlsen Airport on St Croix. This transmitter will be installed at the proposed new site on Recovery Hill / St. Croix.
3. Transmitter Dimensions: L34" x W23" x H60"
4. 6' x 6' floor space requested to ensure sufficient maintenance access **(Verification required by BIT to see if we can get more than a 5' x 5' section of floor space. This will still satisfy our needs if necessary).**
5. Transmit Frequency: 162.400 - 162.550 MHz
6. Both sites have sufficient lighting for maintenance and environmental control (air conditioning).

ANTENNA INSTALLATION

1. Install SCALA 4HDB-155 Antenna at the highest allowable point on the tower. David estimated somewhere between 100 - 130 ft but will verify that at a later site visit **(Possibly the range will be between 90 – 120 ft. This still works but the higher the better)**. If possible, San Juan NWS techs will accompany him to site during their next maintenance visit to St. Thomas.
2. When antenna installation height is determined, David and/or San Juan techs will provide estimate of the length of cable required to reach the proposed equipment location within the equipment building.
3. Antenna length is 20 feet. Antenna weight (with standoff mounts) is 120 lbs.
4. 7/8" coax cable will be used for installation.

ELECTRICAL POWER / BACKUP POWER

1. NWS will establish a separate electrical contract with Virgin Islands WAPA. We will hire an electrician to install a meter base at the sites. WAPA will inspect it and establish electrical connection.

2. Generator Backup power is already available onsite and will be available for NWS transmitters.

BUILDING ACCESS FOR NWS TECHNICIANS

1. Bureau of Information Technology (BIT) will provide any keys or combos for San Juan NWS Technicians to gain site access for maintenance purposes.

2. NWS techs will contact David Parris or appropriate BIT personnel prior to traveling to sites to perform maintenance.

PHONE LINES / RADIO FREQUENCY AUTHORIZATION

1. Transmitter audio will be carried to site via dedicated telco circuit.

2. Remote monitoring of transmitter operation will be conducted via a separate dial-up phone circuit.

3. NWS will establish a separate contract with local phone company (VIYA) to establish phone circuits on site. SRH Telecommunications Project Manager, Mike Love, will initiate the contracts after leasing has been completed - ensuring we have the proper setup to connect from fiber to copper inside of the transmitter building.

4. Mike Love is also the Frequency Manager for SRH. He will initiate the request for Radio Frequency Authorization when leasing has been completed.

STAGING OF INSTALLATION SUPPLIES ONSITE

1. Shortly prior to installation, NWS will ship the following to BIT.

a. Transmitter

b. Spool of coax cable

c. Antenna parts (4 antenna elements, 1 power divider, set of 4 jumper cables) - 6 separate boxes

d. Antenna mast

e. 2 standoff mounts

d. Antenna installation supplies (1 or 2 boxes containing cable hangers, grounding kits, cable hoisting grips, connectors, weatherproofing tape, etc.)

2. BIT will transport installation supplies to transmitter site and store inside the building. If the site is fenced, cable and antenna mast can be stored outside the building. NWS techs assist in transporting supplies to the site.

EXHIBIT C

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$150,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. **GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2011)**
If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any items, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be accessed electronically at: <https://www.acquisition.gov>
6. The following FAR (48 C.F.R. part 52) and GSAR (48 C.F.R. part 552) clauses are incorporated by reference:
 - FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
 - FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Applicable to leases over \$25,000; not applicable to individuals)
 - FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
 - FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000)
 - FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to leases over \$3,500 and 5 years)
 - FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Applicable to leases over \$10,000)
 - FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Applicable to leases over \$10,000)
 - FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases over \$10,000)
 - FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$10,000)
 - FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases over \$10,000; not applicable to a State or local government agency)
 - FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over \$3,500)
 - FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
 - FAR 52.233-1 DISPUTES (MAY 2014)
 - GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)
 - GSAR 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)
 - GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)
 - GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
 - GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
 - GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)
 - GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

EXHIBIT C

Initials: _____ & 
Lessor Government (Lessee)

EXHIBIT D

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Property & Procurement, Virgin Island Property & Procurement Bldg Charlotte Amalie, VI, 00802 <i>ma</i> Lisa M. Alejandro, Commissioner	(340) 774-0828 ext. 4301
	 Signature	<u>1/27/2025</u> Date

EXHIBIT E

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number	Dated
--	------------------------------------	-------

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
 - (1) It is [] is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: QULCK DN57YN3

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	MA- Lisa M. Alejandro, Commissioner Department of Property and Procurement 8201 Subbase, Ste. 4 St. Thomas VI 00802	(340) 774-0828 ext. 4301
	 Signature	<u>1/27/2025</u> Date



DEPARTMENT OF PROPERTY & PROCUREMENT

Unique Entity ID QULCKDN57YN3	CAGE / NUAGE 8BH15	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 15, 2026	
Physical Address 8201 Subbase 3RD Floor Suite 4 St Thomas, Virgin Islands 00802-3507 United States	Mailing Address 8201 Subbase 3RD Floor Suite 4 St Thomas, Virgin Islands 00802 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Virgin Islands 98	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Jan 17, 2025	Submission Date Jan 15, 2025	Initial Registration Date Apr 4, 2019
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Entity Dates

Entity Start Date Oct 1, 1975	Fiscal Year End Close Date Sep 19
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
---	---	--

Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
Local Government Owned
Other Government Entities
Council of Governments

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
--	-------------------------------------

EFT Indicator 0000	CAGE Code 8BH15
------------------------------	---------------------------

Electronic Funds Transfer

Account Type Checking	Routing Number *****11	Lock Box Number (blank)
---------------------------------	----------------------------------	-----------------------------------

Financial Institution BANCO POPULAR	Account Number *****12
---	----------------------------------

Automated Clearing House

Phone (U.S.) 3407740828	Email (blank)	Phone (non-U.S.) (blank)
-----------------------------------	-------------------------	------------------------------------

Fax
(blank)

Remittance Address

Property & Procurement, Virgin Island
Property & Procurement Building
Charlotte Amalie, Virgin Islands 00802
United States

Taxpayer Information

EIN *****1678	Type of Tax Applicable Federal Tax	Taxpayer Name Government of the United States Virgin Islands
-------------------------	--	--

Tax Year (Most Recent Tax Year) 2023	Name/Title of Individual Executing Consent Director Of Vendor	TIN Consent Date Jan 15, 2025
--	---	---

Address 21-22 Kongens Gade Charlotte Amalie, Virgin Islands 00802	Signature AKELA A FRETT
---	-----------------------------------

Points of Contact

Accounts Receivable POC

♀
LISA A ALEJANDRO, Commissioner
 lisa.alejandro@dpp.vi.gov
 3405134180

Electronic Business

♀
AKELA A FRETT, DIRECTOR OF VENDOR
 akela.frett@dpp.vi.gov
 3405133665

Property & Procurement Building
 8201 SUBBASE, 3RD Floor
 Charlotte Amalie, Virgin Islands 00802
 United States

Government Business

♀
AKELA A FRETT, DIRECTOR OF VENDOR
 akela.frett@dpp.vi.gov
 3405133665

Property & Procurement Building
 8201 SUBBASE, 3RD Floor
 Charlotte Amalie, Virgin Islands 00802
 United States

Past Performance

♀
AKELA A FRETT, DIRECTOR OF VENDOR
 akela.frett@dpp.vi.gov
 3405133665

Property & Procurement Building
 8201 SUBBASE, 3RD Floor
 Charlotte Amalie, Virgin Islands 00802
 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	921190	Other General Government Support

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$1.00	Number of Employees (in accordance with 13 CFR 121) 74
---	---

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
-----------------------------	---------------------------	-------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Any	Counties (blank)	Metropolitan Statistical Areas (blank)
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ZONING CERTIFICATION



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

-----0-----

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

4611 Tutu Park Mall
Suite 300, 2nd Floor
St. Thomas, VI 00802
(340) 774-3320

45 Mars Hill, Frederiksted
St. Croix, VI 00840
(340) 773-1082
dprn.vi.gov



Division of Comprehensive and Coastal Zone Planning

ZONING CERTIFICATION

This will certify that Parcel No. R-22 of Tract 1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas is zoned R-2 (Residential-Low Density-One and Two Family) as per Official Zoning Map No. STZ-10.

The R-2 zoning district permits subject to rules and regulations promulgated under chapter 5 of this title Wireless Facilities and Wireless Support Structures. The continued use of the communications tower would be permitted as per the attached Rules and Regulations, Title 29, Chapter 5, Subchapter 312 (b) – 4 Collocation Requirements:

(c) Collocation on an existing structure that does not require a substantial modification is subject only the issuance of a building permit otherwise required by law. Such application request must include supporting documentation from a U.S. Virgin Islands licensed structural engineer or U.S. Virgin Islands licensed radio frequency engineer that the existing structure can accommodate the wireless facility.

The list of permitted uses and development provisions for the R-2 zoned district can be found in Virgin Islands Code, Title 29, Chapter 3, Subchapter 1, §228 and 229 (<https://legvi.org/index.php/service/social-care/>).

GOVERNING AUTHORITY:
Department of Planning and Natural Resources
Government of the U.S. Virgin Islands

Researched By: 
Name: Jewel Polimis
Title: Planning Technician
Date: May 22, 2024
Phone: 340-773-1082 ext. 2216
Email: jewel.polimis@dprn.vi.gov

Certified By: 
Name: Leia LaPlace
Title: Territorial Planner
Date: May 22, 2024
Phone: 340-773-1082 ext. 2215
Email: leia.laplace@dprn.vi.gov

AMENDMENT TO THE
UNITED STATES VIRGIN ISLANDS
WIRELESS FACILITY AND WIRELESS SUPPORT STRUCTURE
RULES AND REGULATIONS
Title 29, Chapter 5, Subchapter 312 (b)



GOVERNMENT OF THE US VIRGIN ISLANDS
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DIVISION OF BUILDING PERMITS

**AMENDMENT TO THE
UNITED STATES VIRGIN ISLANDS
WIRELESS FACILITY AND WIRELESS SUPPORT
STRUCTURE RULES AND REGULATIONS
TITLE 29, CHAPTER 5, SUBCHAPTER 312 (b)**

Dated: January 16, 2013

APPROVED:


Alicia V. Barnes, Commissioner
Department of Planning and
Natural Resources

Dated: 2/6/, 2013

APPROVED:


John P. de Jongh, Jr.
Governor of the
United States Virgin Islands

I, Gregory R. Francis, Lieutenant Governor of the United States Virgin Islands, have reviewed the foregoing Rules and Regulation, Title 29, Chapter 5, Subchapter 312 (b), find them to be in compliance with Title 3, Chapter 35, Virgin Island Rules and Regulation, and hereby approve the same in accordance with Title 3, Section 936.

Dated: 12 FEBRUARY, 2013

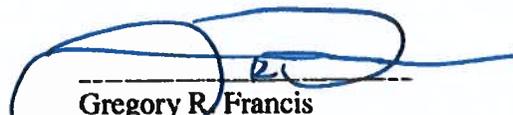

Gregory R. Francis
Lieutenant Governor of the
United States Virgin Islands

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Section 312 (b) – 1: Purpose

- (a) The purpose of these rules and regulations is to establish wireless facility and wireless support structure standards and requirements in order to achieve the following general intentions and purpose of the Government of the United States Virgin Islands:
 - (1) To establish regulatory procedures and standards for the public and private use of all applicable wireless support structures and wireless facilities;
 - (2) To promote the public health, safety, and general welfare of residents and businesses of the U.S. Virgin Islands, while also promoting a wireless infrastructure to accommodate the wireless service needs of residents and businesses of the U.S. Virgin Islands.

Section 312 (b) – 2: Definitions

Unless it is otherwise provided or the context requires a different construction, the following terms when used in these rules and regulations shall have the meaning as herein defined:

- (a) **Alternative tower structure:** An existing structure that is not constructed as a tower and is used for the purpose of providing wireless service, which may include existing sugar mills, clock towers, flagpoles, sculptures, bell steeples, utility poles, tree poles (monopalms and monopines) and similar existing structures, excluding DAS and stealth facilities.
- (b) **Antenna:** Any structure or device used to receive or transmit electromagnetic waves, including both directional antennas, such as panels, microwave dishes, omni-directional antennas, such as whips, screened roofs and wall mounted antennas, but not including satellite earth stations. This definition does not include any facility or equipment erected solely for a residential or non-commercial individual use, such as television antennas, satellite dishes, amateur radio antennas or utility poles.
- (c) **Applicant:** The individual, organization, partnership, association, corporation, or other entity, including any utility, the Government of the U.S. Virgin Islands, the Government of the United States, any department, agency, board, authority, or commission of such governments and any officer or governing or managing body of any of the foregoing that applies for a building permit to construct a wireless support structure or substantially modify an existing structure.
- (d) **Application:** A formal request submitted to the Department to construct a wireless support structure or substantially modify an existing structure.
- (e) **Carrier on Wheels or Cell on Wheels (“COW”):** A portable self-contained structure that can be moved to a location and set up to provide wireless service on an emergency basis or temporary basis during a special event. A COW is normally vehicle-mounted and contains a telescoping boom to support an Antenna.

Wireless Facility and Support Structure
Rules and Regulations
Page 5

- (f) CCZP: The Division of Comprehensive and Coastal Zone Planning of the Department.
- (g) Collocate or Collocation: The placement or installation of a wireless facility on an existing structure, in a manner that negates the need to construct a wireless support structure.
- (h) Collocation feasibility report: Attestation by a USVI licensed structural or radio frequency engineer that the proposed equipment cannot be reasonably collocated at an existing structure so as to meet its commercial coverage and capacity objectives
- (j) Commissioner: Commissioner of the U.S. Virgin Islands Department of Planning and Natural Resources.
- (k) Department: The U.S. Virgin Islands Department of Planning and Natural Resources
- (l) DFW: The Division of Fish and Wildlife of the Department;
- (m) Distributed Antenna Systems (“DAS”): A network of spatially separated antenna nodes connected to a common source through a transport medium with the purpose of providing wireless service within a geographic area or structure.
- (n) Division: The Division of Building Permits of the Department
- (o) Existing structure: A structure that exists at the time a request for permission to place a wireless facility on such structure is filed with the Commissioner. The term includes any structure that can structurally support the attachment of a wireless facility in compliance with applicable codes including, but not limited to Towers, buildings, water tanks, and existing alternative tower structures, but excludes utility poles. ¹The term also includes any wireless support structure, including an alternative tower structure, which was legally permitted and constructed prior to the adoption of the regulations.
- (p) FAA: Federal Aviation Administration
- (q) FCC: Federal Communications Commission
- (r) Height: The vertical measurement from the ground to the vertical apex of the wireless support structure, not including lighting rods as required.
- (s) Monopole: A single, self-supporting pole-type structure, supporting a fixture designed to hold one (1) or more Antennas, excluding utility poles
- (t) NEPA: National Environmental Policy Act of 1969, as amended (42 USC 4321 et. seq.)
- (u) Owner: Any person or legal entity, who owns, leases, operates, controls, or supervises an existing structure, wireless support structure or alternative tower structure.
- (v) Stealth facility: Any wireless facility that is integrated as an architectural feature of a wireless support structure or an existing structure so that the purpose for providing wireless services is not readily apparent to a casual observer.
- (w) Substantial modification or substantially modify: Changes to an existing structure for the purpose of placing or rearranging a wireless facility that would:

¹ The definition for “Existing Structure” was amended by adding the following language: legally permitted and.

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- (1) increase the existing vertical height of an existing structure by more than ten percent (10%), or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; or
 - (2) involve adding an appurtenance to the body of an existing structure that would protrude horizontally from the edge of the existing structure more than twenty (20) feet, or more than the width of the existing structure at the level of the appurtenance, whichever is greater (except where necessary to shelter the antenna from inclement weather or to connect the antenna to the existing structure via cable).
- (y) Temporary facility: May include a self-contained tower or a separate tower that can be moved to a location or set up to provide wireless service on a temporary basis while construction, reconstruction or repair of a wireless support structure is ongoing, during special events, or on an emergency basis.
- (z) TIA-222-G: The current amended minimum criteria for specifying and designing wireless support structure and antenna-supporting structures, including guidelines for antennas, mounts, and lines.
- (aa) TIA-222-G-1: The current amended structural standards for wireless support structure and supporting structures, this is an addendum to TIA-222-G; provides the requirements for structural design and fabrication of new, and modification of existing structural antennas, antenna-supporting structures, mounts, structural components, guy assemblies, insulators and foundations.
- (bb) Tower: Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, personal communications service towers (PCS), microwave towers, common-carrier towers, cellular telephone towers, and the like. This definition does not include any structure erected solely for a residential or non-commercial individual use, such as television antennas, satellite dishes, or amateur radio antennas, nor does it include Utility Poles.
- (cc) Utility pole: A structure owned or operated by a public utility, cable television company or cable television system as defined in Title 30 V.I.C. §303, that is designed and used to carry lines, cables, or wires for telephony, cable television, or electricity or to provide lighting.
- (dd) Wireless facility: The set of equipment and network components, exclusive of the structure, tower or wireless support structure, including, but not limited to, antenna, transmitters, receivers base stations, power supplies, cabling and associated equipment necessary to provide wireless service to a discrete geographic area.
- (ee) Wireless service: Any commercial mobile service, common carrier wireless exchange service, cellular service, personal communication service (PCS), specialized mobile radio service, paging service, wireless data service, or public or private radio dispatch service as defined by federal law.

- (ff) Wireless service provider: Any person or entity providing wireless service in the U.S. Virgin Islands.
- (gg) Wireless support structure: A freestanding structure, such as a monopole or tower, designed to support a wireless facility, but not including a utility pole, that is constructed after the effective date of these regulations.

Section 312 (b) – 3: Construction of a Wireless Support Structure, Substantial Modification of an Existing Structure, ²and Replacement of an Existing Wireless Support Structure

- (a) No installation or construction of a wireless support structure or substantial modification of an existing structure or ³replacement of an existing wireless support structure shall commence before the issuance of a building permit by the Division. Prior to the issuance of a building permit, an applicant shall submit a completed wireless facility application, including a general statement of the proposed work, with the following appropriate accompanying documents:
 - (1) Name and mailing address of the owner(s) of the wireless support structure or existing structure, owner(s) of the plot and applicant;
 - (2) Names and addresses of all engineers, architects, or contractors who will supervise the work, and the names and addresses of all subcontractors who will perform the work;
 - (3) Receipt from the Department showing that a non-refundable deposit of \$40.00 has been paid on the permit fee;
 - (4) A Clearance Letter from the State Historic Preservation Office;
 - (5) A Clearance Letter from DFW;
 - (6) Environmental Assessment Report (EAR) in accordance with NEPA, as applicable;
 - (7) FAA approval, if required;
 - (8) Collocation Feasibility Report, when applicable;
 - (9) Current U.S. Virgin Islands business license;

² Section 312 (b) – 3 was amended to add the following language: and Replacement of an Existing Wireless Support Structure.

³ See comment in footnote 2.

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- (10) Corporate Resolution attesting that applicant has the authority to act on behalf of the legal entity;
- (11) An Earth Change Permit if located in tier 2 or Coastal Zone Management Permit if located in tier 1, when applicable;
- (12) Written proof that the proposed wireless facility will meet FCC radio frequency emission standards;
- (13) Description of the proposed wireless support structure, or the proposed substantial modification of the existing structure, including certification by a U.S. Virgin Islands licensed structural engineer regarding the structural integrity, the structural capacity, and evidence of compliance with FCC standards;
- (14) An inventory of existing structures, wireless facilities, or wireless support structures within a half-mile radius of the base of the proposed wireless support structure, when applicable;
- (15) Maintenance plan that describes anticipated maintenance needs, including frequency of service, equipment needs, and traffic, noise and safety impacts on such maintenance;
- (16) When the estimated value of the proposed construction of a wireless support structure, or the substantial modification of an existing structure exceeds \$1000 the application forms shall be accompanied by two (2) sets of plans and specifications;
- (17) A site plan for the wireless support structure or the substantial modification of an existing tower, drawn to scale showing the property's boundaries; the location, to include Plot number, Estate, and Quarter; height and dimensions of existing and proposed buildings or structures on the same and on adjoining lots; adjacent streets or roads; natural or manmade features; topography; fencing; lighting; and landscaping plan;
- (18) A certified copy of the survey map from the Office of the Lieutenant Governor -- Cadastral Office;
- (19) A map showing the area that will be served by the proposed wireless support structure or the substantial modification of an existing tower and the nature of the service to be provided. Description of the output frequency, number of channels and the power output per channel for each antenna, if applicable;
- (20) A copy of the deed for the subject property;

- (21) Documentation of the elevation above grade for all proposed mounting positions for antennas to be co-located on a tower and the minimum distances between antennas;
- (22) Description of the tower's antenna capacity, by type, number, and elevation;
- (23) Description of potential changes or additions to existing structures that would enable them to provide adequate coverage;
- (24) A copy of the applicant's FCC license, or if the applicant is not an FCC license holder, a copy of at least one letter of commitment from an FCC license holder to locate at least one antenna on the applicant's wireless support structure or on the substantial modification of an existing tower;
- (25) A letter of intent committing the owner of a wireless facility and its successors to permit collocation on the wireless support structure consistent with these rules and regulations;
- (26) In the case of an application for additional antennas or other equipment installation on an existing structure, evidence of an executed contract with the owner of the existing wireless facility; and
- (27) Other information which may reasonably be required by the Commissioner, requested within thirty (30) days of submission of the application, in order to enforce the provisions of these regulations.

312 (b) - 4: Collocation Requirements

- (a) Collocation is the preferred method for locating a wireless facility. The Commissioner may deny an application to construct a wireless support structure or to substantially modify an existing structure based on an applicant's unwillingness to provide a collocation feasibility report, including a letter of intent to permit the collocation of a wireless facility on the wireless support structure or on a substantial modification of an existing tower under review, provided however that if evidence is provided that such collocation is technically infeasible, consideration shall be given to a waiver of the collocation requirements.
 - (1) An applicant shall submit a collocation feasibility report to the Division in support of an application to collocate that contains the following information:
 - (A) A letter of intent from a U.S. Virgin Islands licensed engineer or U.S. Virgin Islands licensed radio frequency engineer showing the specifications of the antenna, location of antenna on wireless support structure or tower, the wireless support structure's or tower's ability to

accommodate the proposed antenna, and a Certified Maintenance Inspection Report, if applicable.

- (B) Documentation that ensures that the proposed collocation is consistent with the designs and configurations of the wireless support structure and any existing antenna.
- (2) Collocation is not subject to any design or placement requirements that are neither more restrictive than those in effect at the time of the initial antenna placement approval nor be subject to public hearing requirements of section 312 (b) – 8.
 - (3) An existing structure may be structurally modified in order to allow collocation and is not subject to the public hearing requirements of section 312 (b) – 8; provided however that any such modification does not increase the existing structure by more than 20 percent of its original height and that any additional height increase complies with the setback and height requirements of these regulations.
 - (4) When an applicant determines that collocation is not feasible, the applicant shall provide the Division with a collocation feasibility report, with the following certification:
 - (A) In the case of new a wireless support structure, demonstrate that existing towers and structures within a one (1) mile radius of the proposed site cannot reasonably be modified to provide adequate coverage and capacity; or
 - (B) The proposed equipment would exceed the structural or spatial capacity of the existing structure or tower and the existing structure or tower cannot be reinforced, modified or replaced to accommodate planned equipment; or
 - (C) The proposed equipment would materially impact the usefulness of other equipment at the existing wireless facility and such impact cannot be mitigated or prevented; or
 - (D) The proposed equipment, alone or together with existing equipment, would create radio frequency interference and/or radio frequency radiation in violation of federal standards; or
 - (E) Existing structures or towers cannot accommodate the proposed equipment at an elevation necessary to function reasonably or are too far from the area of needed coverage to function adequately.

- (b) The owner of a wireless support structure and its successors in interest, shall negotiate in good faith for the collocation on the wireless support structure or tower by other wireless service providers and shall:
 - (1) Respond within forty-five (45) days to a request for information from a potential collocation applicant; and
 - (2) Allow collocation to the extent structurally feasible and to ensure that the service of an existing tenant is not compromised by the addition of a wireless service provider, provided the new wireless service provider agrees in writing to pay commercially reasonable rents and charges.
- (c) Collocation on an existing structure that does not require a substantial modification is subject only the issuance of a building permit otherwise required by law. Such application request must include supporting documentation from a U.S. Virgin Islands licensed structural engineer or U.S. Virgin Islands licensed radio frequency engineer that the existing structure can accommodate the wireless facility.

Section 312 (b) – 5: Design Standards

- (a) Before the issuance of a building permit, a wireless support structure, substantial modification to an existing structure,⁴ or replacement of an existing wireless support structure must conform to TIA-222-G and TIA-222-G-1 and the following required design standards:
 - (1) Such structures shall not be more than 199 feet above ground level, except in the event of public exigency as declared by the Governor.
 - (2) To the extent commercially feasible, wireless service providers shall collocate antennas to accommodate a minimum number of collocations based on the following height requirements:
 - (A) Structures 60 to 100 feet in height must support at least 2 wireless service providers or other telecommunication providers;
 - (B) Structures 101 feet to 150 feet in height must support at least 3 wireless service providers or other telecommunication providers; and
 - (C) Structures greater than 151 feet in height must support at least 4 wireless service providers or other telecommunication providers.

⁴ Subsection 312 (b) – 5 (a) was amended to add the following language: or replacement of an existing wireless support structure.

- (3) The minimum distance from any wireless support structure to any property line shall not be less than one (1) times the total height of the tower, which is measured from the base of the wireless support structure to its highest point, including antenna and equipment⁵ with the following exceptions:
- (A) In cases where replacement of a permitted existing wireless support structure cannot be reasonably constructed on the subject parcel in a location that would satisfy the setback requirements herein, the existing wireless support structure may be replaced at a height not to exceed its current height or at a lower height – provided that lower height does not interfere with its proper functioning, subject to the approval of the Commissioner of DPNR. To qualify for this exception, the applicant’s site plan must show that the existing wireless support structure cannot be relocated on the same parcel in order to satisfy the setback requirements.
- (B) A wireless support structure may utilize the right-of-way, road or access easement adjacent to a tower site when calculating the fall zone setback requirement herein, subject to the following criteria and approval by the Commissioner of DPNR:
- i. Documentation in the form of a site plan reflecting that the wireless support structure cannot be reasonably constructed on the subject parcel in a location that would satisfy the required setbacks
 - ii. Documentation that the applicant has met the conditions for collocation specified in 312 (b) - 4
 - iii. The wireless support structure is of a design, material and height that can be removed from the roadway within a reasonable amount of time in the event of collapse
 - iv. The “Maintenance Plan” as required in section 312 (b) – 3 (a) (15) shall contain a general description of the process, responsibility and timeframe associated with removing the wireless support structure from the roadway in the event of a collapse
- (4) Associated structures shall not exceed more than 20 feet above the average height of the tree line measured within a 50 feet radius of the wireless support structure, unless the proposed elevation is reasonably necessary to provide adequate wireless service capacity or coverage or to facilitate collocation.
- (6) Associated structures shall not be used for dwelling purposes and the size of such structures shall be limited to no more than 30 percent of the area of the zoning lot.

⁵ Subsection 312 (b) – 5 (a) (3) was amended to add the following language: with the following exceptions. This subsection was also amended to add subsections 312 (b) – 5 (a) (3) (A) and 312 (b) – 5 (a) (3) (B).

- (7) When located on agriculturally or residentially zoned property or adjacent to a residentially zoned property; any new associated structure constructed on a parcel as an attachment to an existing building, shall compliment the construction material and color(s) of the existing building.
- (8) The wireless support structure or the substantial modification of an existing tower shall not unreasonably impair the peaceful enjoyment of neighboring properties. The Commissioner shall consider the following factors in making a determination: level of noise, degree of fumes, odors, activity, and intensity of glare.
- (9) The lighting of a wireless support structure or wireless facility shall be consistent with FAA/FCC guidelines and have minimal spillover effect on an adjoining property.
- (10) A wireless support structure or wireless facility shall meet federal guidelines for providing signs indicating the presence of radio frequency emissions.
- (11) The wireless support structure or wireless facility shall be screened by means of landscaping or berming whichever is deemed most appropriate to adequately screen the wireless support structure or wireless facility from any adjoining residentially zoned/used property consistent with the following:
 - (A) Buffering and screening of the wireless support structure or wireless facility shall be installed to provide spatial separation and create visual block from adjacent properties and streets. A buffer shall be installed around the outside of all improvements on the site, including the tower and guy anchors, any ground buildings or equipment, and security fencing. Ground buildings located in a residential district may be located outside the buffered area if they are constructed so the exterior appearance of the building has the appearance of a residential dwelling.
 - (B) The buffer shall contain hedges or other plants that provide a year round 6 foot high screen. Existing vegetation and topography can be used as part of this screening.
- (12) The wireless support structure or wireless facility, to the greatest extent feasible, shall not interfere with the view from any public park, natural scenic vista, historic building or national historic district; or cause any significant disruption of a viewshed that provides context to an important historic or scenic resource. The effect of the wireless support structure or wireless facility on the sensitivity or unique value of a particular view shall be minimized to the greatest extent feasible.
- (13) The base of the wireless support structure or tower and each guy wire must be surrounded by a fence or wall, appropriate in size and material to effectively

secure the site and such fencing must blend in with the natural surroundings, unless the wireless support structure or tower and all guy wire are mounted entirely on a building over 8 feet in height.

Section 312 (b) – 6: Preservation Standards

- (a) ⁶In order to ensure the health and safety of people and wildlife and to preserve the environment, a wireless support structure, a substantial modification to an existing structure, or replacement of an existing wireless support structure must comply with FCC regulations, concerning radio frequency emissions and the applicant must submit certification demonstrating compliance. The applicant's wireless support structure, substantial modification to an existing structure, or replacement of an existing wireless support structure must adhere to the following standards:
- (1) Shall not destroy or cause significant adverse impacts on important wildlife habitat. To the extent not required by FCC/FAA, if there are to be impacts, all reasonable means of minimizing the destruction or imperilment of such habitat or species shall be undertaken.
 - (2) Preserve the existing vegetation, to include, trees, shrubs and bush, to the maximum extent possible.
 - (3) Lighting shall not be permitted unless required by the FCC/FAA however when lighting is required, only white (preferable) or red strobe lights at night shall be permitted. Flashing lights shall be of a minimum number and intensity of lights and minimum number of flashes per minute allowable by the FCC/FAA. The use of solid red or pulsating red warning lights at night is prohibited to the extent not required by the FCC/FAA.
 - (4) Shall not be constructed within:
 - (A) 500 feet of established wetlands of 5 acres or larger or 150 feet from wetlands of less than 5 acres or the height of such structure whichever is greater; or
 - (B) Established bird concentration areas or in established migratory or daily movement flyways; or
 - (C) Threatened or endangered species habitats.
 - (D) ⁷Replacement of an existing wireless support structure is exempt from this subsection.

⁶ Subsection 312 (b) - 6 (a) was amended to add the following language: or replacement of an existing wireless support structure.

⁷ Subsection 312 (b) – 6 (a) (4) was amended to add subsection 312 (b) – 6 (a) (4) (D).

- (5) Shall not be designed with guy wires (lattice structures or monopoles are recommended), unless otherwise required. If guy wires are required, these shall have daytime visual markers (bird flight diverter devices) on the wires to prevent collisions by diurnally moving species. Bird flight diverter devices should be installed at 10 to 30 foot intervals, depending on the type used and according to the manufacturer's specifications.
- (6) Shall be located, designed, and constructed so as to avoid or minimize habitat loss within and adjacent to the wireless support structure footprint. Road access and fencing shall be minimized to reduce habitat fragmentation and disturbance and to reduce above ground obstacles to birds in flight.
- (7) If the construction site is a location that is habitually used by a significant numbers of breeding, feeding, or roosting birds or bats, relocation to an alternate site is recommended. Seasonal restrictions on construction may be required to avoid disturbance during periods of high wildlife activity.
- (8) Security lighting for an on-ground wireless support structure or wireless facility must be down-shielded to keep light within the boundaries of the site.
- (9) DFW personnel shall be allowed access to the site to evaluate wildlife use, conduct dead animal searches, to place necessary net catchments, and to place any monitoring equipment necessary to verify bird and bat movements. If DFW personnel confirm significant strikes, deaths or other significant adverse impacts of a structure on wildlife, adaptive management or mitigation strategies will be investigated and where appropriate will be required.

Section 312 (b) – 7: Minimizing Adverse Aesthetic Impact

- (a) A wireless support structure or wireless facility shall not have an unreasonably adverse aesthetic impact. In determining unreasonable adverse aesthetic impact, the Department shall consider the following factors:
 - (1) The extent to which the proposed design conceals or blends into the surrounding environment through the use of screening, camouflage, architectural design, and/or imitation of natural features.
 - (2) In residentially zoned and/or utilized area(s), the use of a stealth facility is required, if commercially feasible; and to facilitate such use, the Commissioner may provide limited offsetting incentives only to include an expedited application review process, and the waiver of certain design standards, except the setback and height requirements of these regulations.

- (3) The extent to which access roads have been designed to follow the contour of the land, blend in with the natural surroundings, and be designed to minimize its footprint.
- (4) The degree of concealing or screening through the use of existing vegetation, topography, or structures.

312 (b) – 8: Public Hearing Requirements

- (a) Upon receipt of a completed application and all required documentation for the construction of a wireless support structure or the substantial modification of an existing structure, the Department shall hold a public hearing on the proposed application, no later than sixty (60) days after the application has been deemed complete.

- (1) **General Procedures for Public Hearings**

Public notice of any hearing as required by these rules and regulations to be conducted by CCZP shall be deemed to have been given when:

- (A) A notice setting forth the general purpose of any such hearing and the time and place thereof has been published in a newspaper of general circulation in the island district of the proposed wireless support structure or substantial modification of an existing structure at least twice at intervals of not less than two (2) days; the first not more than fifteen (15) days nor less than ten (10) days, and the last not less than two (2) days before such hearing;
- (B) The applicant, as well as the owners of any and all lot(s) within five hundred (500) feet of the proposed wireless support structure or substantial modification of an existing structure shall be notified by certified mail of the general purpose of the hearing and the time and place thereof at least fifteen (15) days prior to the date of the hearing; and have been invited to give testimony; and
- (C) A notice setting forth the general purpose of such hearing and the time and place thereof has been posted on the Department's website, and the notice shall also be posted on the property/site in question, and on nearby locations to ensure adequate visibility to the general public.

- (2) **Transcription of Testimony**

In hearings before the Department, all testimony, objections thereto, and ruling thereon shall be transcribed by a reporter employed by the Department for that purpose or recorded by a recording machine set up for that purpose.

(3) Report with Recommendation

CCZP, after due public notice and hearing, shall transmit to the Commissioner a report containing any special conditions to be imposed on the proposed application within thirty (30) days of the public hearing date. All special conditions shall be based on the requirements of these regulations and consistent with the intent of the regulations.

(4) Commissioner's Acceptance of Special Conditions

The Commissioner may reject or accept any special conditions contained in the CCZP report and in the event the Commissioner accepts any of the special conditions, those conditions shall be attached as a special condition to the permit.

(5) Costs for Public Hearing

All cost associated with this subsection shall be borne by the applicant

(6) Exemptions

Exempt from the public hearing requirements of this subsection are alternative tower structures that are less than 60 feet in height, collocation on an existing structure that does not require a substantial modification, DAS, temporary and emergency facilities,⁸ and replacement of an existing wireless support structure.

312 (b) – 9: Informational Meeting Requirements

- (a) Upon receipt of a completed application and all required documentation for an alternative tower structure that is less than 60 feet in height, DAS, a proposed temporary facility to be utilized while a permanent facility is being constructed, and replacement of an existing wireless support structure the applicant shall host an informational meeting, no later than thirty (30) days after the application has been deemed complete.

(1) General Procedures for Informational Meeting

- (A) A notice setting forth the general purpose of any such meeting and the time and place thereof has been published in a newspaper of general circulation in the appropriate island district at least twice at intervals of not less than two (2) days; the first not more than fifteen (15) days nor less than ten (10) days, and the last not less than two (2) days before such meeting;

⁸ Subsection 312 (b) – 8 (a) (6) was amended to add the following language: and replacement of an existing wireless support structure.

- (B) Strategically post on the proposed site and the surrounding area, an adequate number of sign(s) so as to provide satisfactory notice to the public of the meeting and such sign(s) shall be posted for at least ten (10) days prior to the scheduled meeting; and
- (C) An informational meeting shall be held at a location in close proximity to the proposed site in order to encourage participation by persons most likely to be affected by the application. The applicant shall give an oral presentation of the proposed work, answer questions related to the proposed work, and have all the construction and site plans available for viewing.

(2) Report with Recommendation

CCZP shall transmit to the Commissioner a report containing any special conditions to be imposed on the proposed application within thirty (30) days of the informational meeting. All special conditions shall be based on the requirements in these regulations and consistent with the intent of the regulations.

(3) Commissioner's Acceptance of Special Conditions

The Commissioner may reject or accept any special conditions contained in the CCZP report and in the event the Commissioner accepts any of the special conditions, those conditions shall be attached as a special condition to the permit.

(4) Costs for Informational Meeting

All cost associated with this subsection shall be borne by the applicant

312 (b) – 10: Temporary Facility

- (a) A temporary use permit must be obtained from the Division before a temporary facility can be erected, installed, or in any way utilized.
 - (1) A temporary facility is allowed to be utilized for a period no longer than twelve (12) months while a permanent facility is being constructed, and no longer than ten (10) days during a special event.
 - (2) The maximum height of a temporary facility is fifty (50) feet from grade.
 - (3) A temporary facility is subject to all applicable provisions of this subchapter, excluding sections 312 (2) -5, 312 (2) -6, and 312 (2) -8.
- (b) A COW (temporary facility) may only be utilized on an emergency basis in cases of a declared emergency by the Governor.

- (2) In the event of a declared emergency, only a COW (temporary facility) may be installed in order to supplement the loss of coverage as a result of the emergency.
- (3) The Division must receive notification of the intent to utilize the COW (temporary facility), the owner of the COW, the exact location of the COW, the number of antennas, and the estimated duration of the use of the COW.
- (4) The owner must notify the Division in writing the date when the use of the COW is discontinued.
- (5) A COW is allowed to be utilized for a period no longer than three (3) months after the declared emergency has been lifted. Under special circumstances, if the owner can establish that the loss of coverage due to the emergency exists beyond the three (3) months, the Commissioner may allow additional time, not to exceed eight (8) months.

312 (b) - 11: Routine Maintenance and Inspections

The Owner of any wireless support structure shall:

- (a) Routinely inspect the wireless support structure and conduct necessary maintenance to keep the wireless facility and wireless support structure operating optimally and/or to extend the life of the structure.
- (b) Conduct inspections of the wireless support structure every three (3) years to ensure its structural integrity and continuing compliance with these regulations; and to submit to the Division for approval a Certified Maintenance Inspection Report from a VI licensed structural engineer documenting the findings of the inspection.
- (c) Conduct inspections of the wireless support structure, within sixty (60) days after any natural disaster, as declared by the US Virgin Islands Governor (such as hurricanes or earthquakes) to ensure the structural integrity of the wireless support structure or wireless facility; and to submit for approval a Certified Maintenance Inspection Report from a VI licensed structural engineer to the Division documenting the findings of the inspection within ninety (90) days of the natural disaster. The Commissioner shall grant a reasonable extension for the submission pursuant to this subsection upon a showing of good cause.
- (d) If applicable, the Certified Maintenance Inspection Report shall contain a compliance schedule detailing the required maintenance and the time when the work will be completed.

312 (b) - 12: Enforcement

- (a) It is unlawful for any person to construct, install or modify a wireless support structure, or operate a wireless facility without a permit issued by the Commissioner in compliance with these regulations.
- (b) A wireless support structure or wireless facility permitted prior to the promulgation of these regulations shall remain permitted under these regulations provided however that such structures shall conform to applicable regulation requirements within six (6) months of adoption by providing the Division with the following information:
 - (1) A Telecommunication Compliance Construction Plan drafted by a VI licensed structural engineer, detailing the areas of non-compliance with these regulations and the sequence and time line required for compliance. The Compliance Construction Plan shall at minimum include the following:
 - (A) Name and contact information for the owner;
 - (B) Date the wireless support structure was constructed;
 - (C) Details on the specification of the wireless support structure;
 - (D) Details on the current structural integrity of the wireless support structure;
 - (E) Details on the current capacity of the wireless support structure;
 - (F) Details on the wireless facility, including number of antennae
 - (G) Proof of Insurance (indemnification and general liability); and
 - (H) Wireless support structure location as it relates to the property boundary lines.
- (c) All wireless support structure, or wireless facilities permitted prior to the effective date of these regulations are exempt from the requirements of section 312 (b) -- 5 (a) (3) and 312 (b) -- 5 (a) (4) of these regulations.

312 (b) -- 13: Bonding and Security Insurance

An applicant for a wireless facility or tower shall provide:

- (a) A commercial bond indexed to inflation/deflation or a property bond to the Department in an amount that would be sufficient to cover the costs of removal and disposal of the wireless support structure or existing structure and the wireless facility. The Department shall set the form, duration, and amount of the security. In addition, if the Department requires an engineering assessment in order to set the amount of the bond, the cost shall be borne by the applicant.
- (b) The applicant shall submit proof of general liability insurance in the appropriate amount based on the following:

- (1) Two Hundred Fifty Thousand Dollars (\$250,000.00) for structures with a height of no more than 50 feet.
 - (2) Five Hundred Thousand Dollars (\$500,000.00) for structures with a height 51 feet to 100 feet.
 - (3) Seven Hundred and Fifty Thousand Dollars (\$750,000.00) for structures with a height of 101 feet to 150 feet.
 - (4) One million Dollars (\$1,000,000,000.00) for structures with a height of 151 feet to no more than 199 feet.
- (c) Existing structures shall comply with this subsection within six (6) months of the promulgation of these regulations.

312 (b) – 14: Abandonment or Discontinuation of Use

- (a) Notice shall be provided to the Commissioner by the owner, thirty (30) days prior to abandonment or discontinuation of a wireless facility, wireless support structure or existing structure.
- (b) A wireless facility, wireless support structure, or existing structure shall be deemed discontinued after six (6) months of continuous cessation of use. The Commissioner will issue a Notice of Abandonment or Discontinuation to the owner, if a voluntary notice is not submitted by the owner to the Division.
- (c) If, within sixty (60) days receipt of a Notice of Abandonment or Discontinuation, the owner provides the Commissioner with information showing that the wireless facility, wireless support structure or existing structure has not been abandoned, the Commissioner will withdraw the Notice.
- (d) The owner shall remove the abandoned wireless facility, wireless support structure or existing structure within ninety (90) days of receipt of a Declaration of Abandonment or Discontinuation of Use from the Department. All structural materials shall be removed from the site, and the excavation thus remaining shall be covered over or filled to the normal grade. The Department shall require the applicant to provide a commercial bond or property bond (312 (b) – 13) to cover the cost of removal should the wireless facility, wireless support structure or existing structure be abandoned or cease to operate.
- (e) Unused portions of a wireless facility, wireless support structure or existing structure shall be removed within 180 days of the time that such portion is no longer used. Replacement of portions of a wireless facility, wireless support structure or existing structure previously removed shall require a new permit.

- (f) If an abandoned wireless facility, wireless support structure or existing structure is not removed within ninety (90) days, the Commissioner may execute the security and have the wireless facility, wireless support structure or existing structure removed.

312 (b) - 15: Consistency with Federal and Territorial Law

- (a) These regulations are intended to be consistent with the Title 29, Chapter 5 of the Virgin Islands Code and the Communications Act of 1934, as amended. If any provision is held invalid by a court of competent jurisdiction, the invalidity does not render the other valid provisions or application of the regulations invalid.

CERTIFICATE OF APPOINTMENT

REAL PROPERTY CONTRACTING OFFICER WARRANT

CERTIFICATE OF APPOINTMENT

United States Department of Commerce

Deborah A. Putney

is hereby issued

a Permanent Warrant

to serve as a

**REAL PROPERTY
CONTRACTING OFFICER**

for the

UNITED STATES OF AMERICA

This appointment is made under the Authority vested in me and in accordance with Subpart 501.6 of the General Services Administration Regulations on:



August 4, 1997

ADMINISTRATIVE SERVICES EXECUTIVE



This certificate is issued subject to the terms and conditions of the Real Property Contracting Officer Warrant Program Handbook. On the occurrence of any event or circumstance that would render the certificate holder ineligible for a warrant, this certificate shall cease to be effective.

PROOF OF OWNERSHIP

(X) Deed

(X) Map (if referenced in deed)

(N/A) 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:

85
69

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 150 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 Benners 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, Jr.
Attorney in Fact
HENRY H. REICHHOLD, By
JOHN F. GOETZ, attorney in
fact under power of attorney
dated December 12, 1968.

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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

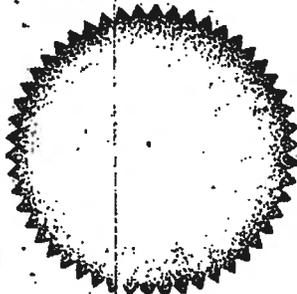
My Commission expires: JANUARY 10, 1969

No B382384

E-339

NOTARIAL ACKNOWLEDGMENT

STATE OF MICHIGAN, } ss.
County of Wayne



I, EDGAR M. BRANIGEN, 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. 1928

EDGAR M. BRANIGEN, Clerk

J. R. SANSON III Deputy Clerk
J. R. SANSON III

306A

Office of the Tax Assessor
Cairns Avenue
St. Thomas, V. I.
JANUARY 10, 1969

This is to certify that, except as noted, the above mentioned property/property does not have any taxes to the Municipality of St. Thomas and St. John, Virgin Islands, for the past five calendar years 1965, 1966, 1967, 1968, 1969
[Signature]

ATTEST:
IT IS HEREBY CERTIFIED THAT THE ABOVE MENTIONED PROPERTY'S WHICH ACCORDING TO Bargain and Sale Deed dated Dec. 17, 1966 BELONGS TO The Government of the Virgin Island 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

FROM THE PUBLIC SURVEYOR'S RECORDS
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

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

THE RECORDER'S OFFICE,
St. Thomas. January 10 1969
[Signature]

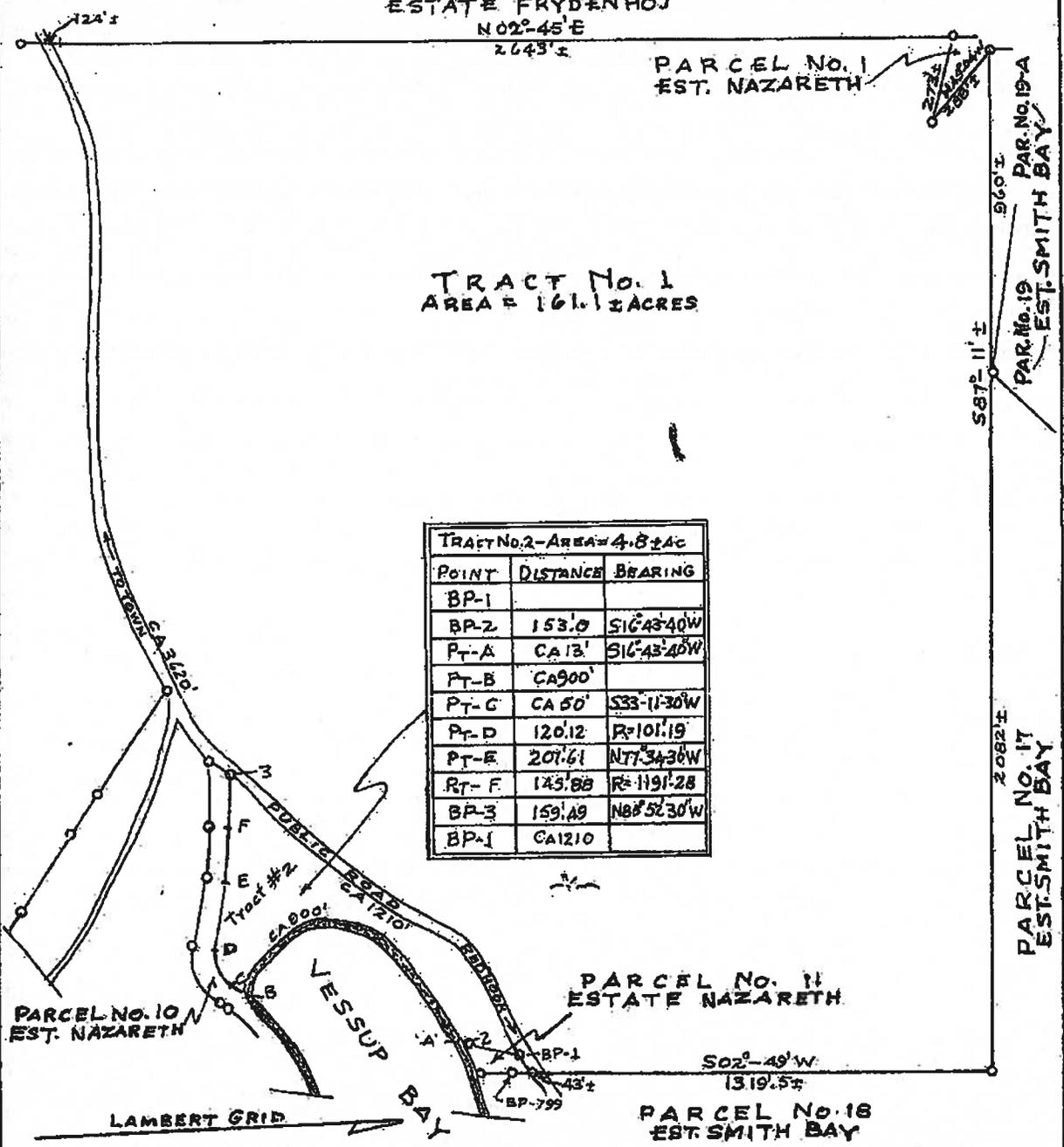
RECEIVED
1969 JAN 10 11 10 13
OFFICE OF THE RECORDER OF DEEDS

ESTATE FRYDENHOJ
 N02°-45'E
 2643'±

PARCEL No. 1
 EST. NAZARETH

TRACT No. 1
 AREA = 161.1± ACRES

TRACT No. 2 - AREA = 4.8± AC		
POINT	DISTANCE	BEARING
BP-1		
BP-2	153.0	S16°43'40"W
PT-A	CA 13'	S16°43'40"W
PT-B	CA 900'	
PT-C	CA 50'	S33°-11'30"W
PT-D	120.12	R=101°19'
PT-E	207.61	N77°34'30"W
PT-F	145.88	R=119°28'
BP-3	159.49	N88°52'30"W
BP-1	CA 1210'	



OFFICE OF N. C. WELLS, C.E. -- ST. THOMAS, V. I.

SURVEY: N.O.W.-W.H.B.	ESTATE NAZARETH (BENNETT) No. 1 RED HOOK QUARTER SAINT THOMAS VIRGIN ISLANDS BY _____
DRAWN: N.O.W.-W.H.B.	
TRACED: W.H.B.	
SCALE: 1"=400'	
DATE: 1-22-59	

APPROVED FOR RECORD _____
 PUBLIC SURVEYOR

P. W. D. FILE No.
 F 9-372-T59

F 9-372-T59