

# **LEASE AGREEMENT**

## **LEASE AGREEMENT**

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

**And**

## **ST. JOHN TAXI SERVICES CORPORATION**

**PREMISES:** Parcel No. D-2 Estate Cruz Bay Town, Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of 2,700 U.S. sq. ft. or 0.062 U.S. acre(s) of land more-or-less.

## TABLE OF CONTENTS

<b>Article I</b>	
1.01	Premises .....1
1.02	Use .....1
 <b>Article II</b>	
2.01	Term .....1
2.02	Options .....1
2.03	Failure to Give Possession .....1
2.04	Holding Over .....2
 <b>Article III</b>	
3.01	Annual Rent .....2
3.02	Readjustment of Rent.....2
3.03	Late Payment Charges .....3
 <b>Article IV</b>	
4.01	Improvements .....3
4.02	Title to Improvements .....4
4.03	Location and Improvements .....4
4.04	Real Property Tax .....4
4.05	Repairs by Lessee .....4
4.06	Failure of Lessee to Repair .....4
4.07	Excavation and Sorting .....4
 <b>Article V</b>	
5.01	Mechanic's Lien.....5
 <b>Article VI</b>	
6.01	Liability Insurance .....5
6.02	Indemnity .....5
6.03	Non-Liability.....6
6.04	Fire and Extended Coverage by Lessee .....6
 <b>Article VII</b>	
7.01	Access to Premises.....6
7.02	Easement for Pipes and Water Storage Tank Facility .....6
 <b>Article VIII</b>	
8.01	Notice of Condemnation .....6
8.02	Rights of Lessor and Lessee .....7
8.03	Taking of Leasehold .....7
8.04	Total Taking .....7
8.05	Partial Taking.....7

**TABLE OF CONTENTS**  
**(CONT'D)**

Article IX

9.01	Cancellation .....	8
9.02	Termination.....	9
9.03	Repossessing and Reletting .....	9
9.04	Assignment and Transfer .....	9
9.05	Subleasing.....	9

Article X

10.01	Notices .....	9
10.02	Non-discrimination .....	10
10.03	Officials not to Benefit .....	10
10.04	Agreement made in the Virgin Islands .....	10
10.05	Counterparts .....	10
10.06	Cumulative Rights and Remedies .....	10
10.07	Interpretation.....	10
10.08	Agreement made in Writing .....	10
10.09	Paragraph Headings .....	10
10.10	Invalidity of Illegality of Provisions .....	10
10.11	Successors and Assigns.....	10
10.12	Broker .....	11
10.13	Approvals Required .....	11
10.14	Entire Agreement.....	11
10.15	Conflict of Interest .....	11
10.16	Rights of Holder of the Leasehold Mortgage .....	11
10.17	Compliance with Laws .....	12
10.18	Waiver .....	12
10.19	Enforcement of Lease Terms .....	12
10.20	Acknowledgement .....	13

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## LEASE AGREEMENT

**THIS LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 2025, 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 **St. John Taxi Services Corporation** whose mailing address is P.O. Box 304315, St. Thomas, U.S. Virgin Islands 00803, (hereinafter “Lessee”).

### WITNESSETH:

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

### ARTICLE I

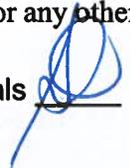
#### PREMISES AND USE

- 1.01 **Premises:** The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor Parcel No. D-2 Estate Cruz Bay Town, Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of 2,700 U.S. sq. ft. or 0.062 U.S. acre(s) of land more-or-less which is zoned “W-1” for “Waterfront-Pleasure” (hereinafter the “Premises”). The aforesaid Premises is shown on OLG No. D9-8844-T014, a copy of which is attached and made a part hereof as Exhibit “A.”
- 1.02 **Use:** The Lessee shall use the hereby Premises to operate a taxi stand and for other related purposes. 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 operations of same, as required in Paragraph 10.17.

### ARTICLE II

#### TERM

- 2.01 **Initial Term:** The term of this Lease shall be for a period of twenty (20) years or (“Initial Term”) commencing on the first (1<sup>st</sup>) day of the month following approval by the Legislature of the Virgin Islands (“Commencement Date”).
- 2.02 **Options:** If Lessee is not in default in the performance of any material condition of this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a “Renewal Term”) at the rent provided for in Paragraph 3.02 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term in the case of the first (1<sup>st</sup>) renewal or at least thirty (30) days prior to the expiration of the Renewal Term in the case of the second renewal.
- 2.03 **Failure to Give Possession:** The Lessor shall not be liable for failure to give possession of the Premises upon the Commencement Date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other

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person wrongfully in possession of the Premises; in such event, the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

- 2.04 **Holding Over:** 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 become 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 except the rent provisions. The rent during this hold-over period shall be two hundred percent (200%) of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.

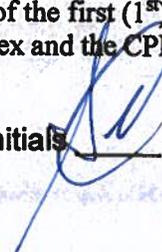
### ARTICLE III

#### RENT

- 3.01 **Annual Rent:** The Lessee shall pay to the Lessor an Annual Rent of **Nine Thousand Six Hundred Dollars and Zero Cents (\$9,600.00)**, payable at **Eight Hundred Dollars and Zero Cents (\$800.00)** in equal monthly installments during the term of this Lease. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1<sup>st</sup>) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Premises is granted to the Lessee at a date after the first (1<sup>st</sup>) day of the month, then in such event, the rent for such first (1<sup>st</sup>) month shall be prorated.

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

- 3.02 **Readjustment of Rent:** The rent payable under this Lease shall be adjusted after the first (1<sup>st</sup>) two (2) years of the Initial Term, and every year thereafter, in the following manner:
- a) The Lessee shall be required to pay Lessor, the adjusted annual rent amount of **Twelve Thousand Dollars and Zero Cents (\$12,000.00)** payable at **One Thousand Dollars and Zero Cents (\$1,000.00)** in equal monthly installments for the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) year of this Lease; and
  - b) The Lessee shall be required to pay Lessor, the adjusted annual rent amount of **Fourteen Thousand Four Hundred Dollars and Zero Cents (\$14,400.00)**, payable at **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** for the fifth (5<sup>th</sup>) year of this Lease.
  - c) The rent payable under this Lease shall be adjusted after the sixth (6<sup>th</sup>) year of the Initial Term, and every year thereafter, including any renewal term, in accordance with the increase of the Consumer Price Index ("CPI") as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items, All Urban Consumers (1967-100%)" as follows, provided, however, no adjustments in rent for any year shall be increased more than three percent (3%) over any preceding year period.
    - i. The CPI as of the first (1<sup>st</sup>) month of the sixth (6<sup>th</sup>) year and as of the first (1<sup>st</sup>) month of each subsequent Lease year shall be the base price index and the CPI

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as of the month immediately preceding the first (1<sup>st</sup>) month of any Lease year after the first (1<sup>st</sup>) Lease year of the Initial Term shall be the current price index.

- ii. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the annual rent of the prior year.
- iii. The resulting product shall be the annual base rent for the current year.
- iv. At the end of the sixth (6<sup>th</sup>) year of the Initial Term and every year thereafter of this Lease, the base rent shall be adjusted in the same manner, using the index for the month preceding the first (1<sup>st</sup>) month of each Lease year of the Lease Term for the current price index.

In no event shall any rent determined in the above manner be reduced below the annual rent of **Fourteen Thousand Four Hundred Dollars and Zero Cents (\$14,400.00)**.

- 3.03 **Late Payment Charges:** Lessee acknowledges that late payment by Lessee to Government of rent and all other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such costs includes without limitation, processing, and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the due date, Lessee shall pay to Government **an additional ten percent (10%) of the amount owed for monthly rent or any other charges, including but not limited to repair costs and attorney's fees, as a late charge.**

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

#### **ARTICLE IV**

#### **IMPROVEMENTS**

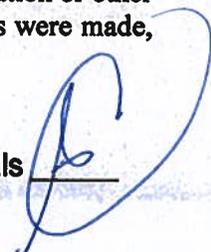
- 4.01 **Improvements:** As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense the following Activities (the "Improvements") owned by Lessee which is subject to the prior written consent obtained in each-and-every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Improvements to be made to the Premises are as follows:

#### **LIST OF IMPROVEMENTS**

1. **Erection of a 6ft. x 6ft. mobile dispatch booth.**

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

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- 4.02 **Title to Improvements:** At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination, shall become the property of the Lessor.
- 4.03 **Location and Improvements:** In the event Lessor consents to the erection of improvements, said improvements will be located at Parcel No. D-2 Estate Cruz Bay Town, Cruz Bay Quarter, St. John, U.S. Virgin Islands.
- 4.04 **Real Property Tax:** Upon the completion of any improvements constructed on the Premises, Lessee shall notify Lessor, who shall notify the Tax Assessor for the purpose of making an assessment of the value of the improvements. Lessee hereby agrees to pay any and all taxes, assessments, and other charges of any description levied or assessed during the term of this Lease by the Office of the Lieutenant Governor, Tax Assessor on or against any improvements constructed by Lessee or other equipment or fixtures installed by Lessee on the Premises. Assessments shall only apply to those improvements owned by Lessee during the term of this Lease.
- 4.05 **Repairs by Lessee:** Lessee shall, at its own cost and expense, make all repairs, structural or otherwise, to the interior and exterior of said Premises. "Repairs," as used herein, shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this Paragraph 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.
- 4.06 **Failure of Lessee to Repair:** In the event the Lessee, after it shall have been given a twenty (20) day notice (except in a case of emergency in which event reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the Lessee's negligent acts or omissions, then the Lessor may make such repairs. Lessor shall not be responsible for any loss, inconvenience, or damage resulting to Lessee because of Lessor's repair. The cost of such repairs by the Lessor, together with interest at the rate provided in Paragraph 3.03, shall be paid by the Lessee as additional rent.
- 4.07 **Excavation and Sorting:** If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Premises, Lessee either:
- a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damage and support the same by the proper foundation, or

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- b. shall, at the expense of the person or persons causing or authorized to cause such excavation, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damages and to support the same by proper foundations.

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

#### ARTICLE V

#### MECHANIC'S LIEN

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

#### ARTICLE VI

#### INSURANCE AND INDEMNITY

- 6.01 Liability Insurance: Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than One Million Dollars (\$1,000,000.00) property damage, One Million Dollars (\$1,000,000.00) for one (1) person injured or killed and One Million Dollars (\$1,000,000.00) for any number of persons injured or killed in any one accident. All of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the premises herein leased. All such policies shall name the Lessor as additional insured for the full insured amount.
- 6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (unless resulting from the negligence of the Lessor, its agents, contractors, servants, or employees) for or in connection with, any

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accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the control of the Lessee or arising directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.

- 6.03 Non-Liability: 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 of Lessor or its agents, contractors, or employees.
- 6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all buildings on the Premises insured against loss or damage by fire, windstorm, and earthquake with the usually extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of the Commencement Date of this Lease. All policies shall name the Lessor as the loss payee.

## 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:

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- 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 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 is 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

### CANCELLATION, TERMINATION, ASSIGNMENT, AND TRANSFERS

9.01 Cancellation: This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified the Lessee in writing that payment was not received when due.
- B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee for all or a portion of Lessee's property.

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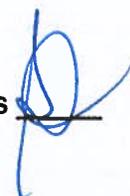
- C. Make any general assignment for the benefit of creditors.
- D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.
- E. Default in performance of any of the covenants and conditions required herein (except rent payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default unless, during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. **In the event that the Lessee fails to comply with this Lease, the Lease will terminate without further obligations by either party.** If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the Premises or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.
- H. Fail to pay the outstanding assessed real property taxes for two (2) years on improvements Lessee constructed upon the Premises.

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

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

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

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

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

- 9.04 Assignment and Transfer: Lessee will 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.
- 9.05 Subleasing: Lessee shall 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. In the event that the Lessor consents to sublease the Premises or any part thereof, the Lessee shall pay to the Lessor an additional amount equal to thirty percent (30%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

## 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

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LESSEE: St. John Taxi Services Corporation  
P.O. Box 304315  
St. Thomas, Virgin Islands 00803

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

- 10.02 **Non-discrimination:** Lessee, in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin, discriminate or permit discrimination against any person.
- 10.03 **Officials not to Benefit:** No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 **Agreement made in the Virgin Islands:** The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 **Counterparts:** This document is executed in one part, 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.

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- 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 will not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- 10.14 **Entire Agreement:** This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties with respect to the subject matter herein, whether written or oral.
- 10.15 **Conflict of Interest:** Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.
- a. Lessee further covenants that it is:
1. not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the Legislative, Executive, or Judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis); or
  2. a territorial officer or employee and, as such, has:
    - i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
    - ii. not made, negotiated, or influenced this contract, in its official capacity; and
    - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.
- 10.16 **Rights of Holder of the Leasehold Mortgage:** Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease, Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgagee) and a like notice of the default to the Lessee. The Lessee or the

Lessee's Initials 

holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date the notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

In every case where the holder of the leasehold mortgage elects to acquire possession of the Premises or to foreclose the leasehold mortgage, such holder shall, prior to the acquiring possession or the foreclosing of the leasehold mortgage, (i) give Lessor the right of first refusal to purchase and assume Lessee's leasehold mortgage interest and obligation, or (ii) to provide a purchaser for Lessee's leasehold mortgage interest and obligation. The Lessor shall exercise the rights herein set out within one hundred twenty (120) days from the date the Lessor is notified by the holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease is terminated, Lessor may enter into a new lease of the Premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new lease will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same covenants, conditions, and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of the such request, pay to the Lessor all the installments of basic rent and all other items of additional rent which would have been due for the Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of execution of the new lease.

- 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.

Lessee's Initials



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

WITNESSES:

LESSEE:  
**St. John Taxi Services Corporation**

Carol R. Joseph  
(Print)  
Carol R. Joseph  
(Sign)

BY: [Signature]  
Sean L. Claxton  
President

Yolanda Titus  
(Print)  
Yolanda Titus  
(Sign)

**ACKNOWLEDGEMENT**

Territory of the Virgin Islands )  
District of St. Thomas/St. John ) ss:

Before me personally appeared Sean L. Claxton, President of St. John Taxi Services Corporation, to me well known, or proved to me through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 21st day of March A.D. 2025

**LaToya T. Schneider**  
Notary Public  
St. Thomas/St. John, USVI District  
NP-442-21  
My Commission Expires: June 16, 2025

[Signature]  
Notary Public

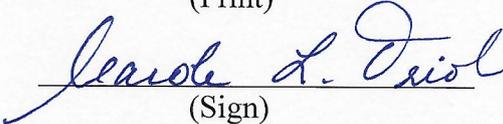
**GOVERNMENT OF THE VIRGIN ISLANDS**

WITNESSES:

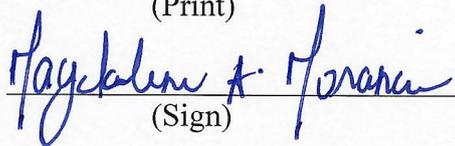
BY:   
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

Date: 5/5/2025

CAROL L. ORIOL  
(Print)

  
(Sign)

MAGDALENE A. MORANCIE  
(Print)

  
(Sign)

**APPROVED AS TO LEGAL SUFFICIENCY**

Gordon C. Rhea, Esq., Attorney General

BY:   
Assistant Attorney General

Date: 5/7/2025

**APPROVED**

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

Date: 5/12/25

**APPROVED**

\_\_\_\_\_  
Honorable Milton E. Potter  
President of the 36<sup>th</sup> Legislature of the U.S. Virgin Islands

Date: \_\_\_\_\_

# EXHIBIT A

**BCM ENGINEERS & SURVEYORS**  
 P.O. Box 1104, St. John, VI 99511  
 (808) 775-7711 FAX (808) 775-1107  
 SURVEYS@BCMENGINEERS.COM



PARCEL NO. D-2  
 ESTATE CRUZ BAY QTR.  
 ST. JOHN, U.S.V.I.

DATE: 11/14/2013  
 PROJECT: 12084  
 SHEET: 1 OF 1  
 DRAWN BY: J. TONY

ZONING IS P  
 PLAN REFERENCES:  
 CRUZ BAY ZONING MAP  
 MAP NO S427

- LEGEND**
- CONC. EROUND WITH DSK
  - ROUN PINE ROUND
  - ROUN PINE SET
  - ROUN REBAR ROUND
  - CONCRETE ROUND SET
  - ◆ 1-INCH ROUND
  - UTILITY POLE
  - MONUMENTED POINT NOT LOCATED
  - P.V. HALL SET WITH DSK
  - ▲ UNMONUMENTED POINT
  - ▲ CONTROL POINT SET
  - PROPERTY LINE

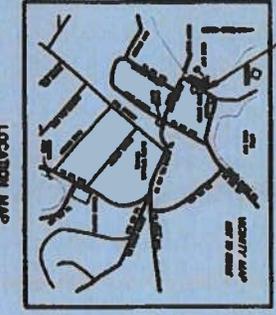
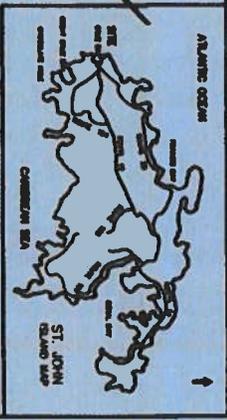
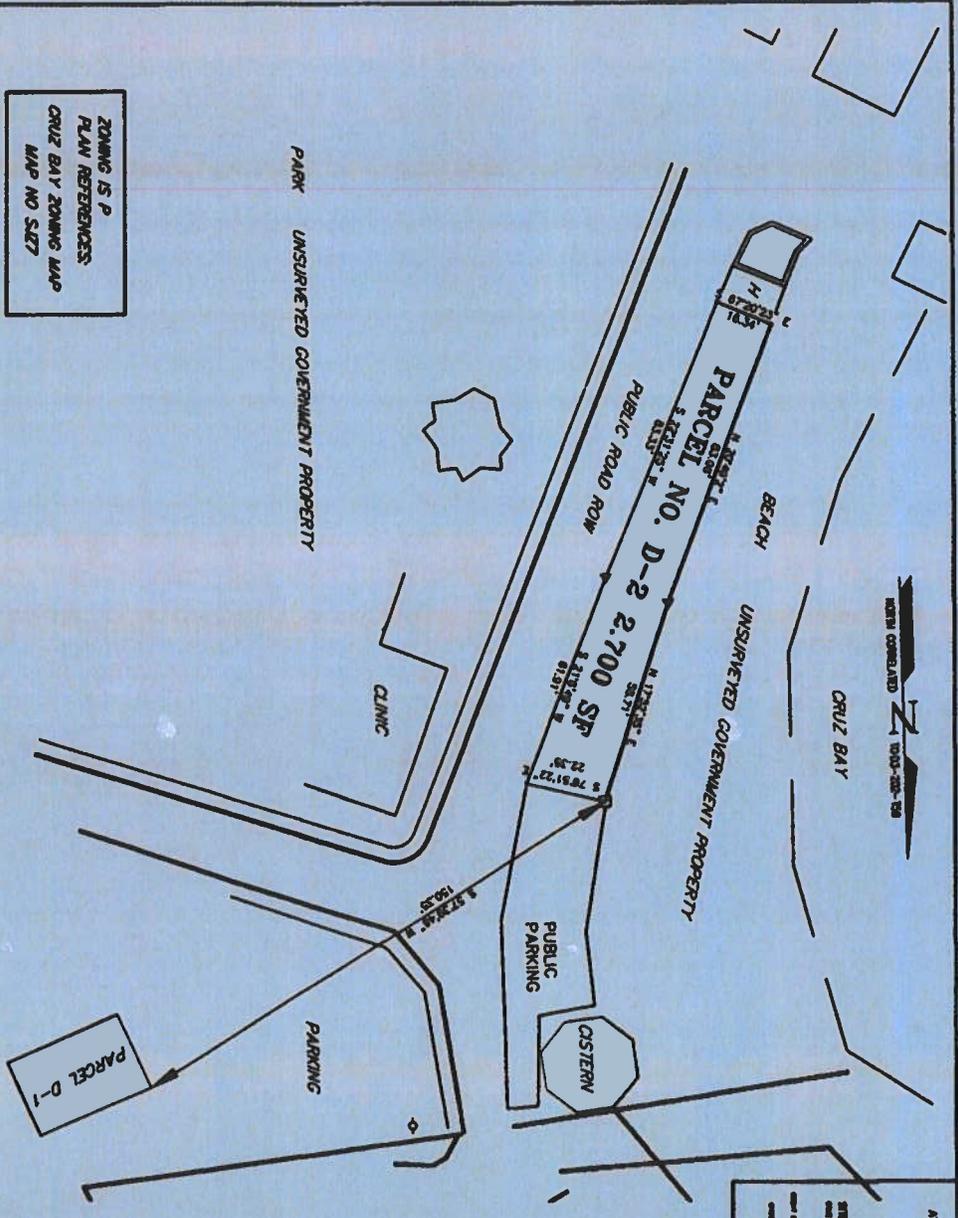


EXHIBIT A

# ZONING CERTIFICATION



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS  
-----0-----  
DEPARTMENT OF PLANNING AND NATURAL RESOURCES

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

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



**Office of the Commissioner**

March 11, 2024

**ZONING CERTIFICATION**

This will certify that Parcel No. D-2 Estate Cruz Bay Town, St. John is zoned W-1 (Waterfront-Pleasure) as per Official Zoning Map No. SJZ-7. The zoning code does not define the term “taxi stand,” however, the department is guided by definitions used by other jurisdictions, found in the American Planning Association’s “A Planners Dictionary,” available online and inserted below.

The use of the property to provide the community with a taxi stand would be an acceptable use covered in the W-1 zoned district under the category “Travel Arranging Services.”

bus stop – A curbside place where passengers board or alight transit, that may or may not include a small shelter usually having three walls and a roof and designed to provide for the protection and convenience of passengers. (*Loveland, Colo.*)

transit stop – A facility located at selected points along transit routes for passenger pickup, drop off, or transfer, but excluding areas for vehicle repair or storage, which are defined as a public service facility, or bus stops or shelters. (*Loveland, Colo.*)

transit stop shelter – A small-scale covered waiting area for buses, taxis, and rail/mass transit stops. (*Truckee, Calif.*)

The list of permitted uses and development provisions for the W-1 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/>).

If there are any further questions or concerns, please contact Leia LaPlace, Territorial Planner, Division of Comprehensive and Coastal Zone Planning (CCZP) at 340-773-1082 extension 2215 or leia.laplace@dpr.vi.gov.

Sincerely,

Jozette J. Walker, CPM  
Assistant Commissioner

Cc: Jean-Pierre L. Oriol, Commissioner

## SUPPORTING BUSINESS DOCUMENTS

- ( N/A ) **Financial Statements/ Business Plan**
- ( N/A ) **Business License**  
**Expires:** 501(c)(3)
- ( X ) **Certificate of Liability Insurance (if already on property)**  
**Expires:** 10/28/2025
- ( X ) **Articles of Incorporation**
- ( N/A ) **Articles of Organization**
- ( N/A ) **Certificate of Limited Partnership**
- ( N/A ) **Tradename Certificate (if applicable)**  
**Expires:** N/A
- ( X ) **Corporate Resolution/ Memo Authorizing Signature**  
**Dated:** 03/21/2024      **Expires:** N/A
- ( X ) **Certificate of Good Standing**  
**Dated:** 07/09/2024      **Expires:** 06/30/2025
- ( N/A ) **Certificate of Existence**  
**Dated:** N/A      **Expires:** N/A



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
P.O. Box 2508  
Cincinnati, OH 45201

**ST JOHN TAXI SERVICES CORPORATION**  
**C/O SEAN CLAXTON**  
**1 RD PARK**  
**CRUZ BAY, VI 00830**

**Date:**  
02/26/2024  
**Employer ID number:**  
66-0530270  
**Accounting period ending:**  
December 31  
**Public charity status:**  
509(a)(2)  
**Form 990/990-EZ/990-N required:**  
Yes  
**Effective date of exemption:**  
February 9, 2024  
**DLN:**  
26053443008214  
**Addendum applies:**  
No  
**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You're treated as a U.S. domestic organization for purposes of IRC Sections 507-509 and Chapter 42, and thus are subject to these provisions.

You can receive contributions deductible by U.S. citizens and residents for U.S. income tax purposes under IRC Section 170.

You can receive transfers deductible by U.S. citizens and residents for U.S. estate and gift tax purposes to the extent allowable under IRC Sections 2055 and 2522.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ). If you don't normally have more than \$50,000 in annual gross receipts from sources within the U.S., and you don't engage in significant activity in the U.S. (other than investment activity), you may submit the Form 990-N, e-Postcard, annually instead of Form 990 or 990-EZ. If you don't file a required return or notice for three consecutive years, your exempt status will automatically be revoked. For more information on filing requirements, see Revenue Procedure 2011-15, 2011-3 I.R.B. 322.

You're subject to unrelated business income tax under IRC Section 511 on your unrelated business taxable income derived from sources within the U.S. or effectively connected with the conduct of a trade or business within the U.S. (whether or not such income is derived from sources within the U.S.). For purposes of these rules, the "U.S." includes only the fifty states and the District of Columbia. See Publication 598, Tax on Unrelated Business Income of Exempt Organizations, for more information.

If you have employees in the U.S. (whether they are U.S. residents or not) you may be liable for federal employment taxes, including the withholding of tax. See Publication 15, (Circular E), Employer's Tax Guide, and Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities) and search "4221-PC" to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for information on your recordkeeping, reporting, and disclosure requirements as a public charity.

Sincerely,



Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Theodore Tunick & Company 1336 Beltjen Road, Suite 300  St. Thomas VI 00802		<b>CONTACT NAME:</b> Aretha LaFleur-Liburd <b>PHONE (A/C, No, Ext):</b> (340) 776-7000 <b>FAX (A/C, No):</b> (340) 776-5765 <b>E-MAIL ADDRESS:</b> allburd@theodoreunick.com	
<b>INSURED</b> St. John Taxi Services, Inc. P.O. Box 304315  St. John VI 00830		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Lloyd's Syndicate #4444 CPS MIL INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2511421073      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	SLGLCPSM22255	10/28/2024	10/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Premises/Operations \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Property & Procurement, Div of the Government of the Virgin Islands is provided additional insured status when required by written contract or agreement with respects to Taxi Stand located at Parcel No. A-2, Cruz Bay Town, St John, VI.

<b>CERTIFICATE HOLDER</b>  Property & Procurement, Div of the Government of th Bldg #1, Sub Base  St. Thomas VI 00802	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>M. R. S. B. E. T.</i>
--	--



ARTICLES OF INCORPORATION  
ST. JOHN TAXI SERVICES CORPORATION  
NON-PROFIT

RECEIVED  
LT. GOV. OFFICE  
1993 JUN 11 10 2 14

We, the undersigned, being natural persons of lawful age, do hereby unite together by these Articles of Incorporation to form a non-profit corporation for the purposes hereinafter mentioned, under the laws of the Virgin Islands of the United States, and by virtue of Chapter Three of Title 13 of the Virgin Islands code, and to that end we do by this, our certificate, set forth:

The name of the non-profit corporation is:  
ST. JOHN TAXI SERVICES CORPORATION

The objects and purposes for which this non-profit corporation is formed are:

to promote, to encourage a closer and more understanding association and relationship between members of the organization and the general public who use and rely on taxi services; to educate and teach, to create a closer harmony, to our individual members and to the community at large; to assist in bringing about a better understanding between members and as to services rendered to the general public.

To receive gifts and grants of money and property of every kind and to administer the same for charitable, educational, civic and philanthropic used and to do anything necessary or proper for the accomplishment of these purposes.

The period for which the non-profit corporation shall exist is unlimited, and commencing from the date of filing of the Articles of Incorporation.

The name of, and street address, in the town in which the principal office or place of business of the corporation is located in the Virgin Island #10 carolina St.Jonh .V.I.

The name of the corporation's resident agent is Kenneth Marsh. The Resident Agent Address is #10 Carolina, St. John, V.I..

The admission to membership is voluntary and open to all persons interested in this association, and subscrib to the principles and purposes of this corporation.

The highest amount of indebtedness or liability to whuch the corporation shall at any time be subject is \$5,000.00.

The no.of directors shall be 3.

The directors shall be elected by the membership every December.

The names and addresses of the undersigned incorporatørs, being all of the persons forming the corporation, are:

<u>NAME</u>	<u>ADDRESS</u>
KENNETH MARSH	10 CAROLINA, St. John, V.I
PATRICIA VARLACK	3E ZOOTENVAAL, St. John, V.I.
RANDOLPH THOMAS	E CONTANT, St. John, V.I.

From time to time any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions then authorized or permitted by the law of the Virgin 1 Island of the United States may be added or inserted in the manner then prescribed or permitted by said laws. All rights at any time conferred upon the members of this corporation by these Articles of Incorporation are granted subject to the provisions of this Article.

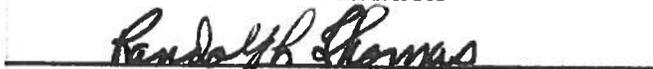
IN WITNESS WHEREOF, we, the undersigned, being all of the incorporators hereinbefore named, for the purposes aforesaid, have signed, sealed and acknowledged these Articles of Incorporation in triplicate, hereby declaring and certifying that the facts therein stated are true, this            day            of



KENNETH MARSH



Patricia Varlack



Randolph Thomas

On this 8th day of June, 1993, before me came and appeared KENNETH MARSH, PATRICIA VARLACK, and RANDOLPH THOMAS, to me know and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and they did severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the purposes therein stated, and that the facts stated therein are truly set forth.

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



NOTARY PUBLIC

Commission expires at the pleasure  
of the Governor

# Consent of Agent for Service of Process

— 0 —

This writing witnesseth that the undersigned ..... Kenneth Ward .....  
(Type or print agent's name)

having been designated by the

ST. JOHN TAXI SERVICES CORPORATION

Name of Corporation

as agent of the said company upon whom service of process may be made in all suits arising against the said company in the Courts of the Virgin Islands, do hereby consent to act as such agent, and that service of process may be made upon me in accordance with Title 18 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this ..... 17<sup>th</sup> ..... day of  
..... May ..... 1993 .....

[Handwritten Signature]  
(Signature of Agent)

RECEIVED  
MAY 17 1993  
111

Subscribed and sworn to before me this... 17<sup>th</sup> ... day of ..... May ... 1993 ...  
at .. Cruz Bay, St. John, USVI .....

Cidney J. Hamling  
(Notary Public)



WITNESSES:

*A. Braun*

*Kenneth Louis*  
KENNETH LOUIS

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS & ST. JOHN ) ss:

The foregoing instrument was acknowledged before me this 31 day of January, 2024 by Kenneth Louis.

*Livia Blackwood*  
Notary Public **Livia Valencia Blackwood**  
My Commission number: **Notary Public**  
My Commission expires: **St. Thomas/St. John, USVI District**  
**NP-491-21**  
**My Commission Expires: August 16, 2025**

WITNESSES:

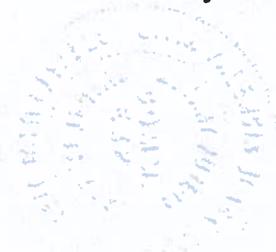
*A. Braun*

*Charles Dore*  
CHARLES DORE

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS & ST. JOHN ) ss:

The foregoing instrument was acknowledged before me this 31 day of January, 2024 by Charles Dore

*Livia Blackwood*  
Notary Public **Livia Valencia Blackwood**  
My Commission number: **Notary Public**  
My Commission expires: **St. Thomas/St. John, USVI District**  
**NP-491-21**  
**My Commission Expires: August 16, 2025**



---

## ST. JOHN TAXI SERVICES CORPORATION

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### AUTHORIZING RESOLUTIONS

WHEREAS, the Company is a duly organized U.S. Virgin Islands non-profit corporation, identified as St. John Taxi Services Corporation (the "Company").

WHEREAS, the Company is in Good Standing under the laws of the U.S. Virgin Islands.

WHEREAS, the Company has the right to enter into contracts, borrow funds, enter into written agreements, execute documents and do whatever else is necessary for its operation.

WHEREAS, the Company shall enter into an agreement with the Government of the Virgin Islands ("GVI") for certain property located in Cruz Bay, St. John U.S. Virgin Islands.

WHEREAS, the Company grants signing and authority to the person described hereunder.

RESOLVED, that the Company has authorized its President, Sean L. Claxton, to negotiate and execute a agreement with the GVI; and

RESOLVED FURTHER, that the GVI is authorized to act upon these resolutions which shall continue in full force and effect until written notice of his revocation is delivered to the GVI, and that the authority hereby granted shall apply with equal force and effect, to the successors herein named; provided, however, receipt of such notice shall not affect any such action taken by the GVI prior thereto;

The undersigned Assistant Secretary certifies that the Authorizing Resolutions are still in full force and effect and have not been amended or revoked.

ST. JOHN TAXI SERVICES CORPORATION

March 21<sup>st</sup>, 2024

By Kenneth Lowi  
Treasurer



**Government of  
The United States Virgin Islands**

-0-

*Office of the Lieutenant Governor  
Division of Corporations & Trademarks*

# CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **ST. JOHN TAXI SERVICES CORPORATION** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2025.

**Entity Type:** Domestic Nonprofit Corporation

**Entity Status:** In Good Standing

**Registration Date:** 06/11/1993

**Jurisdiction:** United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 9th day of July, 2024.



A handwritten signature in blue ink that reads "Tregenza A. Roach".

Tregenza A. Roach  
Lieutenant Governor  
United States Virgin Islands

## **PROOF OF OWNERSHIP**

**( X ) Deed Treaty of Acquisition**

**(N/A) Map (if referenced in deed)**

**(N/A) Title and Encumbrance Certificate**

**TREATY OF ACQUISITION  
1917**

**SOURCE: Virgin Islands Code, (Washington, D.C.: United States Government Printing Office, 1957), vol. 1, "Historical Documents, Organic Acts, and Constitution", XLV-LV.**

**CONVENTION BETWEEN THE UNITED STATES AND  
DENMARK, ETC.**

**TREATY SERIES, NO. 629**

**CONVENTION**

**BETWEEN**

**THE UNITED STATES AND DENMARK**

**39 Stat. 1706**

---

**CESSION OF THE DANISH WEST INDIES**

---

**SIGNED AT NEW YORK, AUGUST 4, 1916  
RATIFICATION ADVISED BY THE SENATE, SEPTEMBER 7, 1916  
RATIFIED BY THE PRESIDENT JANUARY 16, 1917  
RATIFIED BY DENMARK, DECEMBER 22, 1916  
RATIFICATIONS EXCHANGED AT WASHINGTON, JANUARY 17, 1917  
PROCLAIMED, JANUARY 25, 1917**

---

**BY THE PRESIDENT OF THE UNITED STATES OF AMERICA**

## A PROCLAMATION

Whereas a Convention between the United States of America and Denmark providing for the cession to the United States of all territory asserted or claimed by Denmark in the West Indies, including the islands of St. Thomas, St. John and St. Croix, together with the adjacent islands and rocks, was concluded and signed by their respective Plenipotentiaries at the City of New York on the fourth day of August, one thousand nine hundred and sixteen, the original of which Convention, being in the English and Danish languages, is word for word as follows:

The United States of America and His Majesty the King of Denmark being desirous of confirming the good understanding which exists between them, have to that end appointed as Plenipotentiaries:

The President of the United States:

Mr. Robert Lansing, Secretary of State of the United States,  
and His Majesty the King of Denmark:

Mr. Constantin Brun, His Majesty's Envoy extraordinary and Minister plenipotentiary at Washington,

who, having mutually exhibited their full powers which were found to be in due form, have agreed upon the following articles:

### Article 1.

His Majesty the King of Denmark by this convention cedes to the United States all territory, dominion and sovereignty, possessed, asserted or claimed by Denmark in the West Indies including the Islands of Saint Thomas, Saint John and Saint Croix together with the adjacent islands and rocks.

This cession includes the right of property in all public, government, or crown lands, public buildings, wharves, ports, harbors, fortifications, barracks, public funds, rights, franchises, and privileges, and all other public property of every kind or description now belonging to Denmark together with all appurtenances thereto.

In this cession shall also be included any government archives, records, papers or documents which relate to the cession or the rights and property of the inhabitants of the Islands ceded, and which may now be existing either in the Islands ceded or in Denmark. Such archives and records shall be carefully preserved, and authenticated copies thereof, as may be required shall be at all times given to the United States Government or the Danish Government, as the case may be, or to such properly authorized persons as may apply for them.

## Article 2.

Denmark guarantees that the cession made by the preceding article is free and unencumbered by any reservations, privileges, franchises, grants, or possessions, held by any governments, corporations, syndicates, or individuals, except as herein mentioned. But it is understood that this cession does not in any respect impair private rights which by law belong to the peaceful possession of property of all kinds by private individuals of whatsoever nationality, by municipalities, public or private establishments, ecclesiastical or civic bodies, or any other associations having legal capacity to acquire and possess property in the Islands ceded.

The congregations belonging to the Danish National Church shall retain the undisturbed use of the churches which are now used by them, together with the parsonages appertaining thereunto and other appurtenances, including the funds allotted to the churches.

## Article 3.

It is especially agreed, however, that:

- 1) The arms and military stores existing in the Islands at the time of the cession and belonging to the Danish Government shall remain the property of that Government and shall, as soon as circumstances will permit, be removed by it, unless they, or parts thereof, may have been bought by the Government of the United States; it being however understood that flags and colors, uniforms and such arms or military articles as are marked as being the property of the Danish Government shall not be included in such purchase.
- 2) The movables, especially silver plate and pictures which may be found in the government buildings in the islands ceded and belonging to the Danish Government shall remain the property of that Government and shall, as soon as circumstances will permit, be removed by it.
- 3) The pecuniary claims now held by Denmark against the colonial treasuries of the islands ceded are altogether extinguished in consequence of this cession and the United States assumes no responsibility whatsoever for or in connection with these claims. Excepted is however the amount due to the Danish Treasury in account current with the West-Indian colonial treasuries pursuant to the making up of accounts in consequence of the cession of the islands; should on the other hand this final accounting show a balance in favour of the West-Indian colonial treasuries, the Danish Treasury shall pay that amount to the colonial treasuries.
- 4) The United States will maintain the following grants, concessions and licenses, given by the Danish Government, in accordance with the terms on which they are given:

- a. The concession granted to "Det vestindiske Kompagni" (the West-Indian Company) Ltd. by the communications from the Ministry of Finance of January 18th 1913 and of April 16th 1913 relative to a license to embank, drain, deepen and utilize certain areas in St. Thomas Harbor, and preferential rights as to commercial, industrial or shipping establishments in the said Harbor.
  - b. Agreement of August 10th and 14th, 1914 between the municipality of St. Thomas and St. John and "Det vestindiske Kompagni" Ltd. relative to the supply of the city of Charlotte Amalie with electric lighting.
  - c. Concession of March 12th 1897 to "The Floating Dock Company of St. Thomas Ltd.", subsequently transferred to "The St. Thomas Engineering and Coaling Company Ltd." relative to a floating dock in St. Thomas Harbor, in which concession the maintenance, extension, and alteration of the then existing repairing slip are reserved.
  - d. Royal Decree Nr. 79 of November 30th 1914 relative to the subsidies from the colonial treasuries of St. Thomas and Sainte Croix to "The West India and Panama Telegraph Company Ltd."
  - e. Concession of November 3rd, 1906, to H. B. Hey to establish and operate a telephone system on St. Thomas island, which concession has subsequently been transferred to the "St. Thomas Telefonselskab" Ltd.
  - f. Concession of February 28th 1913 to the municipality of Sainte Croix to establish and operate a telephone system in Sainte Croix.
  - g. Concession of July 16th 1915 to Ejnar Svendsen, an Engineer, for the construction and operation of an electric light plant in the city of Christiansted, Sainte Croix.
  - h. Concession of June 20th 1904 for the establishment of a Danish West-Indian bank of issue. This bank has for a period of 30 years acquired the monopoly to issue bank-notes in the Danish West India islands against the payment to the Danish Treasury of a tax amounting to ten percent of its annual profits.
  - i. Guarantee according to the Danish supplementary Budget Law for the financial year 1908-1909 relative to the St. Thomas Harbor's four percent loan of 1910.
- 5) Whatever sum shall be due to the Danish Treasury by private individuals on the date of the exchange of ratifications are reserved and do not pass by this cession; and where the Danish Government at that date holds property taken over by the Danish Treasury for sums due by private individuals, such

property shall not pass by this cession, but the Danish Government shall sell or dispose of such property and remove its proceeds within two years from the date of the exchange of ratifications of this convention; the United States Government being entitled to sell by public auction, to the credit of the Danish Government, any portion of such property remaining unsold at the expiration of the said term of two years.

- 6) The Colonial treasuries shall continue to pay the yearly allowances now given to heretofore retired functionaries appointed in the islands but holding no Royal Commissions, unless such allowances may have until now been paid in Denmark.

#### Article 4.

The Danish Government shall appoint with convenient despatch an agent or agents for the purpose of formally delivering to a similar agent or agents appointed on behalf of the United States, the territory, dominion, property, and appurtenances which are ceded hereby, and for doing any other act which may be necessary in regard thereto. Formal delivery of the territory and property ceded shall be made immediately after the payment by the United States of the sum of money stipulated in this convention; but the cession with the right of immediate possession is nevertheless to be deemed complete on the exchange of ratifications of this convention without such formal delivery. Any Danish military or naval forces which may be in the islands ceded shall be withdrawn as soon as may be practicable after the formal delivery, it being however understood that if the persons constituting these forces, after having terminated their Danish service, do not wish to leave the Islands, they shall be allowed to remain there as civilians.

#### Article 5.

In full consideration of the cession made by this convention, the United States agrees to pay, within ninety days from the date of the exchange of the ratifications of this convention, in the city of Washington to the diplomatic representative or other agency of His Majesty the King of Denmark duly authorized to receive the money, the sum of twenty-five million dollars in gold coin of the United States.

#### Article 6.

Danish citizens residing in said islands may remain therein or may remove therefrom at will, retaining in either event all their rights of property, including the right to sell or dispose of such property or its proceeds; in case they remain in the Islands, they shall continue until otherwise provided, to enjoy all the private, municipal and religious rights and liberties secured to them by the laws now in force. If the present laws are altered, the said inhabitants shall not thereby be placed in a less favorable position in respect to the above mentioned rights and liberties than they now enjoy. Those, who remain in the islands may preserve their citizenship in Denmark by

- 2) Civil suits or criminal actions pending before the first courts, in which the pleadings have not been closed at the same time, shall be confirmed before the tribunals established in the ceded islands after the delivery, in accordance with the law which shall thereafter be in force.
- 3) Civil suits and criminal actions pending at the said time before the Superior Court or the Supreme Court in Denmark shall continue to be prosecuted before the Danish courts until final judgment according to the law hitherto in force. The judgment shall be executed in due form by the competent authority in the territories within which such judgment should be carried out.

**Article 9.**

The rights of property secured by copyrights and patents acquired by Danish subjects in the Islands ceded at the time of exchange of the ratifications of this treaty, shall continue to be respected.

**Article 10.**

Treaties, conventions and all other international agreement agreements of any nature existing between Denmark and the United States shall *eo ipso* extend, in default of a provision to the contrary, also to the ceded islands.

**Article 11.**

In case of differences of opinion arising between the High Contracting Parties in regard to the interpretation or application of this convention, such differences, if they cannot be regulated through diplomatic negotiations, shall be submitted for arbitration to the permanent court of Arbitration at The Hague.

**Article 12.**

The ratifications of this convention shall be exchanged at Washington as soon as possible after ratification by both of the High Contracting Parties according to their respective procedure.

In faith whereof the respective plenipotentiaries have signed and sealed this convention, in the English and Danish languages.

Done at New York this fourth day of August, one thousand nine hundred and sixteen.

[SEAL]  
[SEAL]

ROBERT LANSING.  
C. BRUN.

And whereas in giving advice and consent to the ratification of the said Convention, it was declared by the Senate of the United States in their resolution that "such advice and consent are given with the understanding, to be expressed as a part of the instrument of ratification, that such Convention shall not be taken and construed by the High Contracting Parties as imposing any trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish West Indian Islands, or in which the said Church may have an interest, nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said Church, beyond protecting said Church in the possession and use of church property as stated in said Convention, in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties;"

And whereas it was further provided in the said resolution "That the Senate advises and consents to the ratification of the said Convention on condition that the attitude of the United States in this particular, as set forth on the above proviso, be made the subject of an exchange of notes between the Governments of the two High Contracting Parties, so as to make it plain that this condition is understood and accepted by the two Governments, the purpose hereof being to bring the said Convention clearly within the Constitutional powers of the United States with respect to church establishment and freedom of religion;"

And whereas this condition has been fulfilled by notes exchanged between the two High Contracting Parties on January 3, 1917;

And whereas the said Convention has been duly ratified on both parts, and the ratifications of the two Governments were exchanged in the City of Washington, on the seventeenth day of January, one thousand nine hundred and seventeen;

Now, therefore, be it known that I, Woodrow Wilson, President of the United States of America, have caused the said convention to be made public, to the end that the same and every article and clause therefore may be observed and fulfilled with good faith by the United States and the citizens thereof, subject to the said understanding of the Senate of the United States.

In testimony whereof, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the City of Washington this twenty-fifth day of January  
in the year of our Lord one thousand nine hundred and  
[SEAL] seventeen, and of the Independence of the United States of  
America the One hundred and forty-first.  
WOODROW WILSON.

By the President:  
ROBERT LANSING,  
*Secretary of State.*

## DECLARATION.

In proceeding this day to the signature of the Convention respecting the cession of the Danish West-Indian Islands to the United States of America, the undersigned Secretary of State of the United States of America, duly authorized by his Government, has the honor to declare that the Government of the United States of America will not object to the Danish Government extending their political and economic interests to the whole of Greenland.

ROBERT LANSING.

New York, August 4, 1916.

[Exchange of Notes mentioned in Proclamation.]

*[The Secretary of State to the Danish Minister.]*

DEPARTMENT OF STATE,  
WASHINGTON, January 3, 1917.

SIR:

I have the honor to inform you that the Senate of the United States by its resolution of ratification has advised and consented to the ratification of the convention between the United States and Denmark, ceding to the United States the Danish West Indian Islands, with the following provisos:

“Provided, however, That it is declared by the Senate that in advising and consenting to the ratification of the said convention, such advice and consent are given with the understanding, to be expressed as part of the instrument of ratification, that such Convention shall not be taken and construed by the High Contracting Parties as imposing and [sic.] trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish West Indian Islands, or in which the said church may have an interest, nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church, beyond protecting said church in the possession and use of church property as stated in said Convention, in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties. And provided further, that the Senate advises and consents to the ratification of the said Convention on condition that the attitude of the United States in this particular, as set forth in the above proviso, be made the subject of an exchange of notes between the Governments of the two High Contracting Parties, so as to make it plain that this condition is understood and accepted by the two Governments, the purpose hereof being to bring the said Convention clearly within the Constitutional powers of the United States with respect to church establishment and freedom of religion.”

In view of this resolution of the Senate I have the honor to state that it is understood and accepted by the Government of the United States and the Government of Denmark that the provisions of this Convention referring to the property and funds belonging to the Danish National Church in the Danish West Indian Islands shall not be taken and construed by the High Contracting Parties as imposing any trust upon the United States with respect to any funds belonging to the Danish National Church in the Danish West Indian Islands, or in which the said church may have an interest nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church, beyond protecting said church in the possession and use of church property as stated in said Convention, in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties.

I trust that your government will in a formal reply to this communication accept this understanding as to the meaning and construction of the provisions of said Convention in accordance with the foregoing resolution of the Senate.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING

Mr. CONSTANTIN BRUN,  
*Minister of Denmark.*

*[The Danish Minister to the Secretary of State.]*

THE DANISH LEGATION  
WASHINGTON, D.C.  
*January 3rd, 1917.*

SIR:

In reply to your communication of this day concerning the relation of the United States to the rights of the Established Church in the Danish West Indies and to the provisions referring to this point in the convention between the United States and Denmark ceding to the States the Danish Westindian Islands, I have the honor to state that it is understood and accepted by the government of Denmark and the Government of the United States that the provisions of this convention referring to the property and funds belonging to the Danish National Church in the Danish Westindian Islands shall not be taken and construed by the high contracting parties as imposing any trust upon the United States with respect to any fund belonging to the Danish National Church in the Danish Westindian Islands or in which the said Church may have an interest nor as imposing upon the United States any duty or responsibility with respect to the management of any property belonging to said church beyond protecting said church in the possession and use of church property as stated in said convention in the same manner and to the same extent only as other churches shall be protected in the possession and use of their several properties.

It will be evident from the above that the Danish Government accept the understanding as to the meaning and construction of the provisions of the said convention in accordance with the resolution of the United States' Senate concerning the question of the rights of the Church in the Islands.

I have the honor to be, Sir,  
with the highest consideration,  
Your most obedient and humble servant,

C. BRUN.

The Honorable  
ROBERT LANSING,  
*Secretary of State of the United States.*

Court must derive from the Revised Organic Act. *Brow v. Farrelly*, C.A.3d 1998, 28 V.I. 845, 994 F.2d 1027.

Cited. Cited in Department of Education, Government of the Virgin Islands v. Virgin Islands Water and Power Authority, D.C.V.I. 1981, 18 V.I. 255.

**§ 31. [Lease, sale, and control of public property]**

(a) The Secretary of the Interior shall be authorized to lease or to sell upon such terms as he may deem advantageous to the Government of the United States any property of the United States under his administrative supervision in the Virgin Islands not needed for public purposes.

(b)(1) All right, title, and interest of the United States in the property placed under the control of the government of the Virgin Islands by section 4(a) of the Organic Act of the Virgin Islands of the United States (48 U.S.C. 1405c(a)), not reserved to the United States by the Secretary of the Interior within one hundred and twenty days after the date of enactment of this subsection, is hereby conveyed to such government. The conveyance effected by the preceding sentence shall not apply to that land and other property which on the date of enactment of this subsection is administered by the Secretary of the Interior as part of the National Park System and such lands and other property shall be retained by the United States.

(2) Subject to valid existing rights, title to all property in the Virgin Islands which may have been acquired by the United States from Denmark under the Convention entered into August 16, 1916, not reserved or retained by the United States in accordance with the provisions of Public Law 93-485 (88 Stat. 1210) is hereby transferred to the Virgin Islands government.—July 22, 1954, ch. 558, § 31, 68 Stat. 510; amended Oct. 5, 1974, Pub. L. 93-485, § 3, 88 Stat. 1210; March 12, 1980, Pub. L. 96-205, § 401(a), 94 Stat. 88.

**HISTORY**

**Amendments—1980.** Subsection (b): Existing subsection designated as subdivision (1) and a new subdivision (2) added.

—1974. Subsection (b): Amended generally.

**§ 32. [Amendment of 1890 Act relating to importation of diseased animals]**

Section 6 of the Act of August 30, 1890 (26 Stat. 414, 416), as amended (21 U.S.C., 1946 Edition, sec. 104), is further amended by inserting the words “and the admission into the Virgin Islands” immediately following the words “Texas”, so that such section will read as follows:

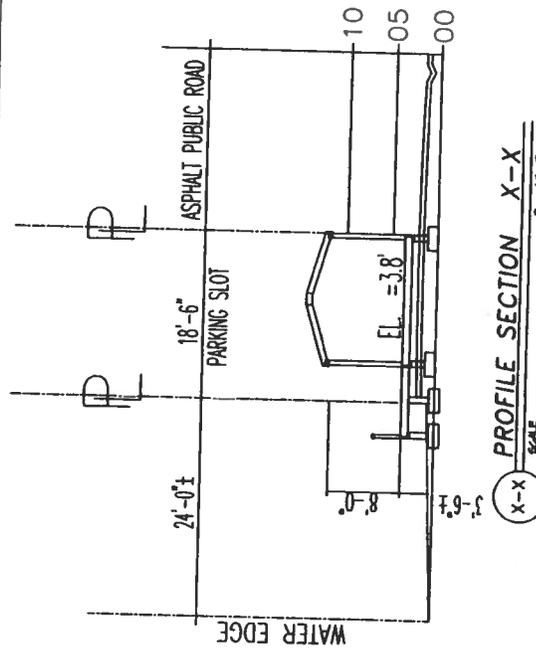
**DRAWINGS/ PLANNED BUILD OUTS/  
IMPROVEMENTS**

CALIFORNIA RIVER SEA



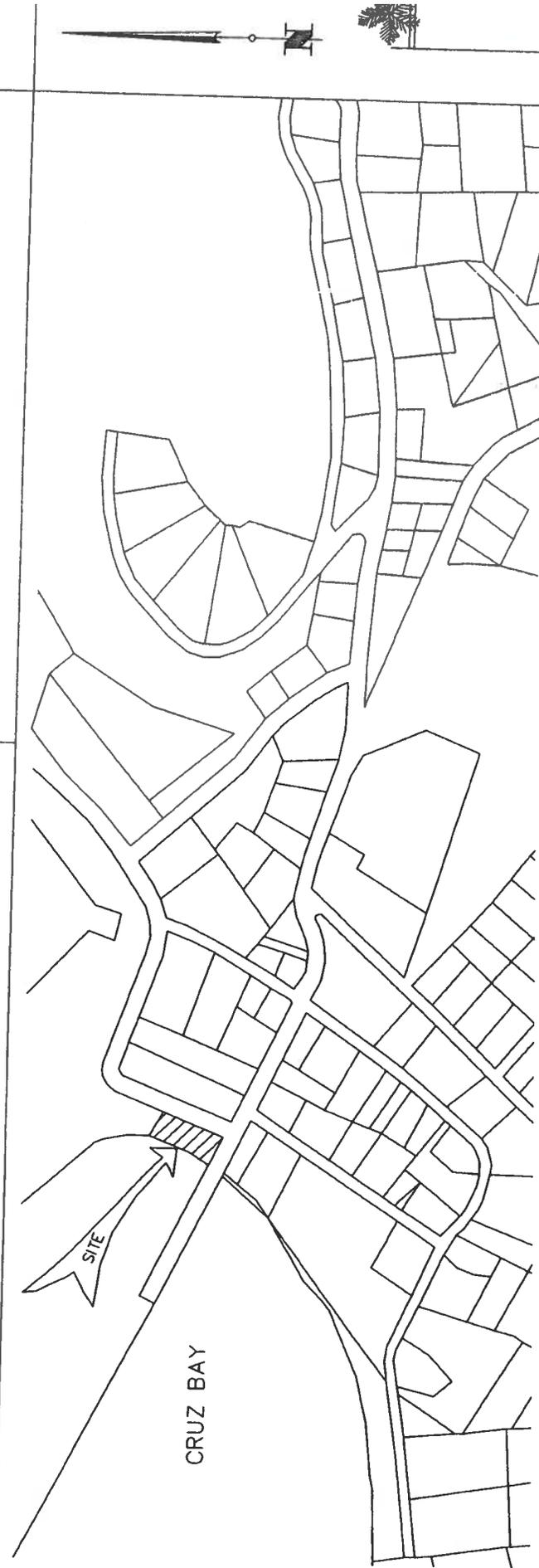
# PROPOSED OFFICE for ST. John Taxi Service Corp.

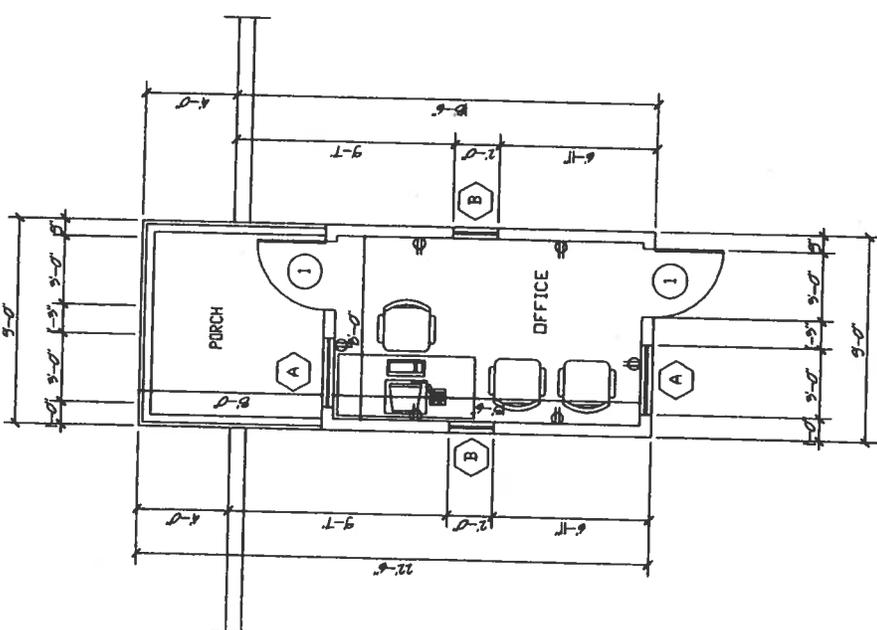
PARCEL A, B, & C CRUZ BAY, CRUZ BAY QUARTERS., ST. JOHN U.S.V.I.



## LEGEND

- PROPERTY LINE
- CENTER LINE
- EXISTING CONTOUR
- INTERMEDIATE CONTOUR
- LIMIT OF SITE DISTURBANCE
- SURVEY BOUND POST FOUND
- BOUND POST NOT FOUND
- UNMARKED POINT
- WOODEN UTILITY POLE
- TRAFFIC DIRECTION
- DIAMETER
- NATURAL DRAINAGE





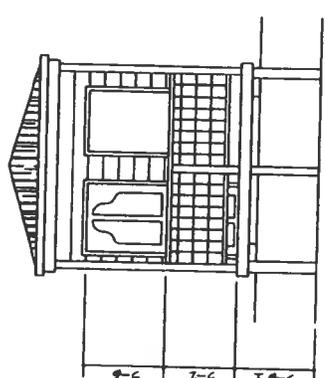
WALL LEGEND



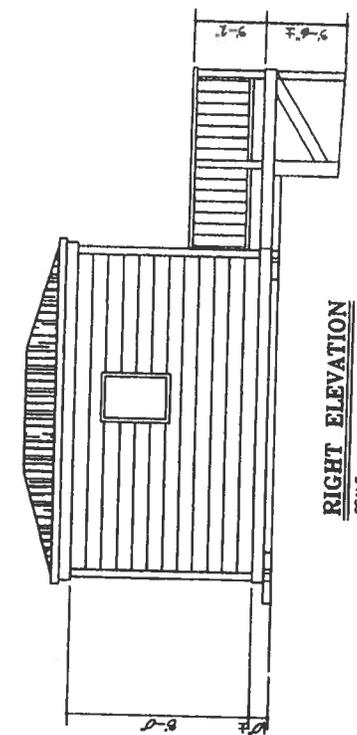
DOOR SCHEDULE						WINDOW SCHEDULE					
SYMB	WIDTH	HEIGHT	THK	TYPE	MATERIAL	FINISH	FLUSH	NET WT	QTY	REMARKS	
(1)	3'-0"	6'-8"	1 3/4"	FLUSH	METAL			-	2		
SYMB	WIDTH	HEIGHT	TYPE	QTY	REMARKS						
(A)	3'-0"	4'-0"	AWNING	2							
(D)	2'-0"	3'-0"	AWNING	2							

A-3 FURNITUR  
A-3 A-3  
SCALE: 1/4"=1'-0"

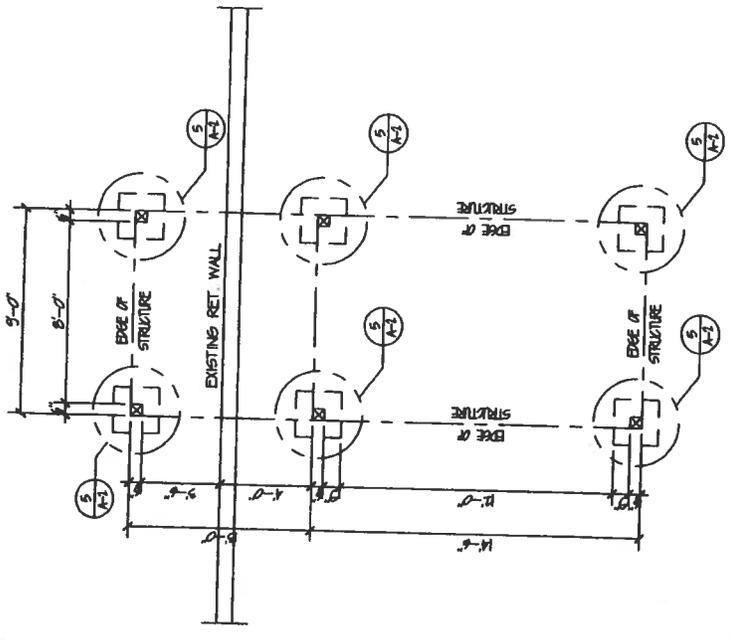
FLOOR PLAN  
SCALE 1/4"=1'-0"



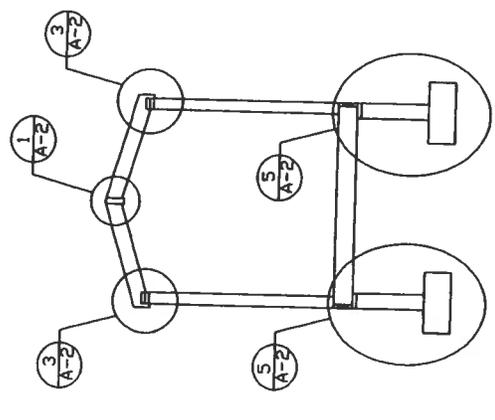
REAR ELEVATION  
SCALE 1/4"=1'-0"



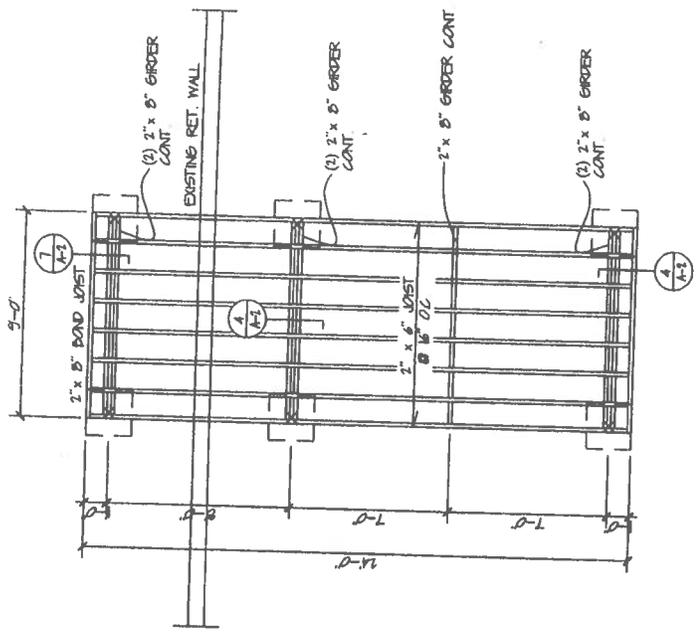
RIGHT ELEVATION  
SCALE 1/4"=1'-0"



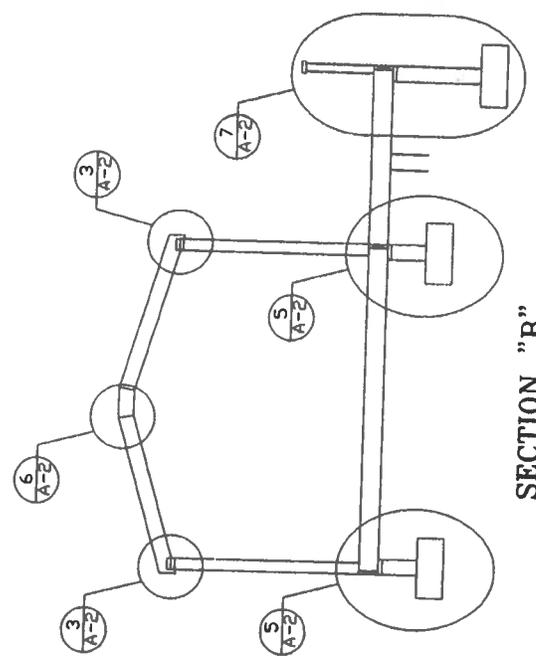
**1A FOUNDATION PLAN**  
SCALE: 1/4"=1'-0"



**SECTION "A"**  
SCALE 1/4"=1'-0"



**2A JOIST LAYOUT**  
SCALE: 1/4"=1'-0"



**SECTION "B"**  
SCALE 1/4"=1'-0"

26 GA 18" GALV. RIDGE CAP WITH #14 2 1/4" NEOPRENE SCREENS @ EA PURLIN  
SAMPSON META 3/8 STRAP TIES  
LS-710 SAMPSON RIDGE CONNECTOR  
26 GA CORR GALV.  
5" x 6" RAFTERS @ 2'-0" OC

DE 5

STEEL PLATE SHALL BE A MINIMA STEEL ANGLE OR SEAT SHALL BE THICK W/DEPTH 1 1/2" LESS THAN MEMBER  
CONNECT DOUBLE HP & RIDGE W/ THRU BOLTS 1/4" DIA.

