



Legislature of the Virgin Islands

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POST AUDIT DIVISION

July 29, 2026

MEMORANDUM:

TO: Honorable Novelle E. Francis, Jr.
Chairperson,
Committee on Budget, Appropriations and Finance
36th Legislature of the Virgin Islands

FROM: Post Audit Division

SUBJECT: Lease Agreement

LESSOR: Department of Property & Procurement

LESSEE: The St. Thomas Cricket Association, Inc.

PREMISES: Parcel N-2 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U.S. Virgin Islands, consisting of 312,150.96 U.S. sq. ft. or 7.166 U.S. acre(s) more-or-less.

TERM: Thirty (30) year period, with an option to renew for two (2) ten (10) year periods. The initial lease term commences on the first day of the month following approval by the Legislature and the Governor of the Virgin Islands.

PURPOSE: These properties will be utilized for the promotion and development of the sport of cricket throughout the territory of the U.S. Virgin Islands in accordance with the requirements of the U.S. Virgin Islands in accordance with the requirements of the property zoning then in effect.

LEASE SUMMARY

BACKGROUND: **Bill No. 36-0293** The St. Thomas Cricket Association is a nonprofit organization dedicated to promoting and developing the sport of cricket on St. Thomas, U.S. Virgin Islands. The Association supports youth and adult participation through organized leagues, tournaments, training programs, and community outreach, while preserving the rich cricket tradition and fostering sportsmanship, teamwork, and athletic development throughout the Territory.

REQUIRED SUPPORTING DOCUMENTATION

DOCUMENT	EXPIRATION DATE
Business License	501(c)3
Trade Name Registration	N/A
Certificate of Liability Insurance	2/13/2027
Certificate of Good Standing	6/30/2026

PAYMENT TERMS

The Lease requires \$1,200.00 per annum, payable in equal monthly installments of \$100.00 due on the first of each month. A late charge will be assessed after ten (10) days of the due date for an additional ten percent (10%) of the monthly payment.

IMPROVEMENTS

According to the lease terms, the Lessee shall provide the improvements listed below at its own cost and expense, which are estimated to cost approximately Five Hundred Thousand Dollars (\$500,000.00). Improvements to the property include the following:

1. Excavating, grading, and other ground preparations for playing surface;
2. Excavating, grading, and other ground preparation; and
3. Installation of floodlights and perimeter fencing.

The Improvements shall be completed within thirty-six (36) months of the effective date, herein as the "Construction Period".

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.

LIABILITY INSURANCE

Under the terms of the Lease, the Lessee agrees to:

- Keep in force a policy of public liability and property damage insurance with limits of not less than:
 - One Million Dollars (\$1,000,000.00) property damage,
 - One Million Dollars (\$1,000,000.00) for one 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 the 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.

ADDITIONAL INFORMATION

Detailed information on the following items can be found in the attached lease document:

Items	Page
• Improvements	3 – 5
• Mechanic's Lien	6
• Insurance and Indemnity	6 – 7
• Entry by Lessor	7
• Condemnation	7 – 8
• Cancellation, Termination, Assignment, and Transfers	8 – 10
• General Terms and Conditions	10 – 14

EXECUTIVE BRANCH APPROVALS

Signee	Title	Department	Date of Signature
Lisa M. Alejandro	Commissioner	Department of Property & Procurement	4/1/2026
Tylor Williams	Assistant Attorney General	Department of Justice	4/9/2026
Honorable Albert Bryan, Jr.	Governor	Office of the Governor	4/20/2026

CONCLUSION

Based on the review of the lease agreement, the leased premises are intended to be used exclusively by The St. Thomas Cricket Association, Inc. to promote and develop the sport of cricket throughout the United States Virgin Islands. Such use is expressly conditioned upon the Lessee obtaining and maintaining all required permits, licenses, approvals, and, if necessary, any rezoning or use variance required to ensure that the property remains in compliance with the applicable Virgin Islands Zoning Law. Should the property's zoning designation change through rezoning, the granting of a use variance, or amendments to the zoning laws, the Lessee is obligated to comply with all applicable requirements and conditions associated with the property's zoning designation then in effect.

While the property remains zoned R-2, the permitted use as an "Athletic Field (Playfield)" is subject to specific zoning requirements, including maintaining a minimum site area of five (5) acres; providing fencing or planted buffers around the athletic field; ensuring that all buildings, structures, and play areas are located at least fifty (50) feet from property lines; limiting building floor areas to no more than 2,500 square feet; treating all play areas to control dust; directing lighting away from adjacent residential properties; and ensuring that all activities cease no later than 11:00 p.m. Compliance with these conditions is essential to maintaining the lawful use of the premises and preserving the lease's intended purpose.

Additionally, the lease contains provisions addressing the use of the premises during emergencies. Specifically, in the event of a natural disaster or other emergency, the premises may be utilized to support emergency response, disaster relief, and recovery operations, subject to the terms and conditions of the lease. These provisions recognize the property's potential public purpose during

Honorable Novelle E. Francis, Jr.

Lease Agreement between Property & The St. Thomas Cricket Association, Inc.

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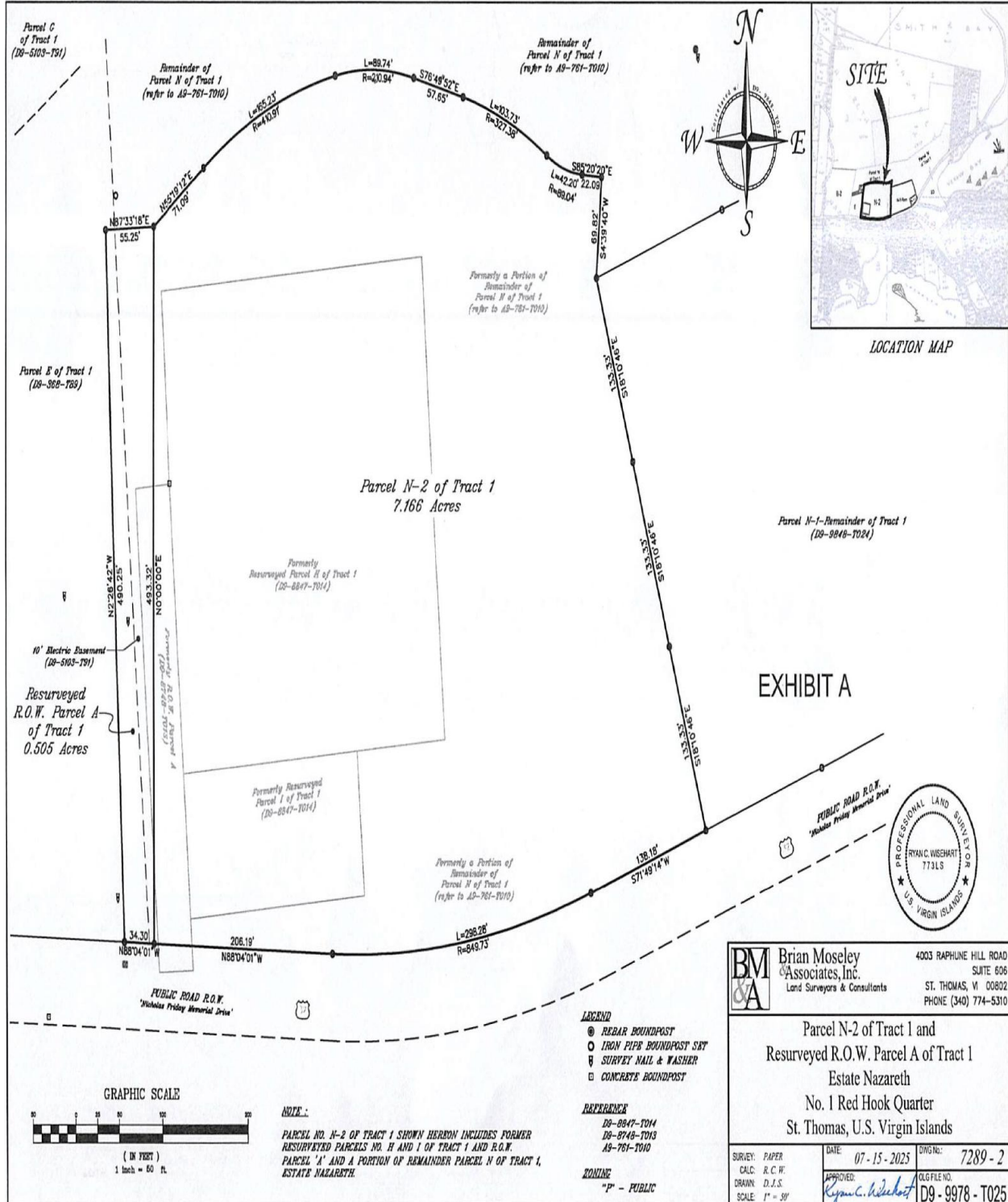
times of crisis while preserving the Lessee's obligations under the agreement. Accordingly, continued compliance with all lease provisions, zoning requirements, and emergency-use stipulations is necessary to ensure that the premises remain available for both their intended recreational purpose and any authorized emergency response activities.

The Department of Property and Procurement has confirmed that the terms and conditions of this lease are consistent with those applied in other similar leases issued by the Department. All certificates/documents are up to date and in compliance with the exception of the Certificate of Good Standing which expired on June 30, 2026.

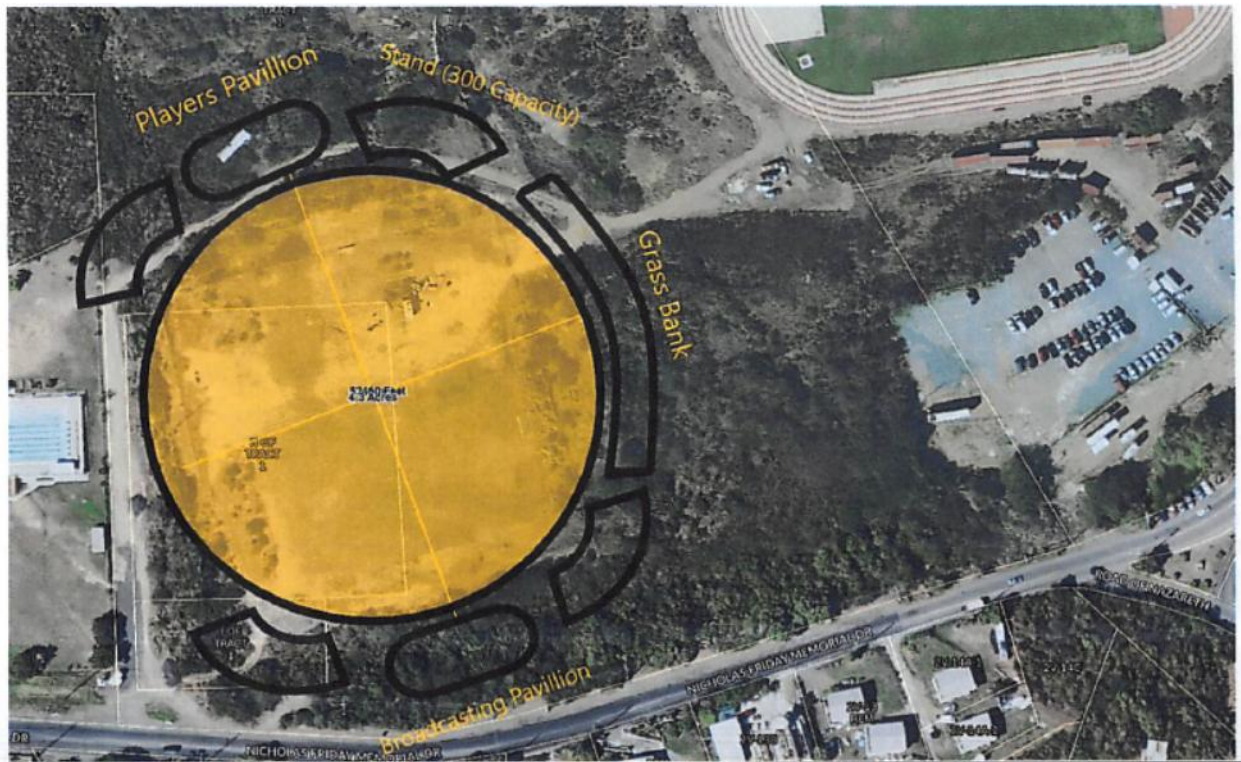
A handwritten signature in blue ink, appearing to read 'Theodora Philip, DBA', with a stylized flourish at the end.

Theodora Philip, DBA.
Post Auditor

APPENDIX I



APPENDIX II



APPENDIX III

