



VIRGIN ISLANDS DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

October 23, 2023

VIA HAND DELIVERY

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

Attn: Richard T. Evangelista, Esq.
Chief Legal Counsel to the Governor

Re: MULTI-YEAR LEASE — Between the Government of the Virgin Islands and James O. Gaston
Leased Premises: Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands, consisting of 653,400 U.S. sq. ft. or 15.00 U.S. acres of unimproved land more-or-less.
A.G.O. File No. K-24-0019

Dear Governor Bryan:

Transmitted herewith, for your review, approval, and signature, is the above-referenced Lease of Real Property (“the Lease”) entered into between the Government of the Virgin Islands (“GVI”) acting through its Department of Property and Procurement (“DPP”) and James O. Gaston (“Lessee”) for Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands, consisting of 653,400 U.S. sq. ft. or 15.00 U.S. acres of unimproved land more-or-less. The property will be used for crop production. Enclosed is the Warranty Deed as proof of ownership.

The term of this Agreement is for twenty (20) years with a renewal option of one (1) ten (10) year term and requires the approval of the Legislature of the Virgin Islands under 31 V.I.C § 205(c). The term commences on the first (1st) day of the month following the approval of the Legislature of the Virgin Islands. The annual rent for the above-referenced parcel will be **Two Hundred Twenty-Five Dollars and Zero Cents (\$225.00)** during the term of this Lease. Rent is calculated based on the provisions of Act No. 6531, which sets the rent for agricultural land leased for agricultural purposes at Fifteen Dollars and Zero Cents (\$15.00) per acre per annum for property sizes ranging from six (6) or more acres. The Lessee will use the property for crop production, the rearing of small livestock (goat and sheep), and no other purpose. Under Paragraph 3 of the Lease, the Premises shall not be used to grow illegal plants or for any other purpose. Within three years of the commencement of the Lease, at least 90% of the area suitable for cultivation shall remain developed by the Lessee.

St. Thomas

3438 Kronprindsens Gade | GERS Complex, 2nd Floor | St. Thomas, VI 00802-5749 | (340) 774-5666
Division of Paternity & Child Support | 8000 Nisky Shopping Center | 2nd Floor, Suite 500 | St. Thomas, VI 00802 | (340) 775-3070

St. Croix

213 Estate La Reine | Kingshill, St. Croix, VI 00850 | (340) 773-0295
Division of Paternity & Child Support | 3018 Orange Grove, Suite 4 | Christiansted, St. Croix, VI 00821 | (340) 775-3070

Transmittal Letter to Governor Albert Bryan Jr. dated October 23, 2023

Re: MULTI-YEAR LEASE – Between the Government of the Virgin Islands and James O. Gaston

Leased Premises: Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands, consisting of 653,400 U.S. sq. ft. or 15.00 U.S. acres of unimproved land more-or-less.

A.G.O. File No. K-24-0019

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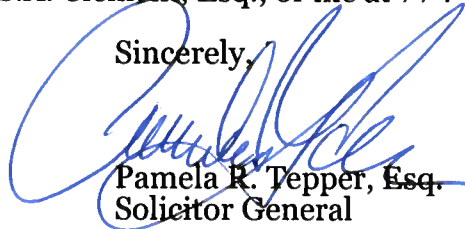
The GVI acquired Parcel No. 9 of VICORP Lands, Prince Quarter, St. Croix, United States Virgin Islands, from an executed Warranty Deed, dated March 10th, 1983, through Homer M. Harvey. At the time of the GVI's acquisition of Parcel No. 9-G of VICORP Lands, Prince Quarter, St. Croix, United States Virgin Islands, there were limited subdivisions of the parcels as they exist today. Please refer to Drawing No. A9-5-C008 is included in the submission package for the location of Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands.

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

1. Justification Letter from the Department of Property and Procurement (dated 10/19/2023);
2. Lease Agreement;
3. Exhibit "A" (Drawing No. A9-5-C008);
4. Approval from the Department of Agriculture;
5. Business Plan;
6. Business License (expires 6/30/2024);
7. Certificate of Liability Insurance (expires 2/28/2024); and
8. Government Proof of Ownership – Warranty Deed.

Thank you for considering this matter. The Lease and supporting documents have been reviewed and approved for legal sufficiency. If you have questions, don't hesitate to contact Assistant Attorney General Ian S.A. Clement, Esq., or me at 774-5666.

Sincerely,



Pamela R. Tepper, Esq.
Solicitor General

Enclosures

cc: Lisa Alejandro, Commissioner
Department of Property and Procurement

Ariel M. Smith, Esquire, Attorney General
Department of Justice



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

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Main Office: (340) 774-0828
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St. Croix:
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October 19, 2023

Via Hand Delivery

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

Thru: Ariel M. Smith, Esq.
Attorney General
VI Department of Justice

Attn: Richard T. Evangelista, Esq.
Chief Legal Counsel to the Governor

RE: MULTI-YEAR LEASE – Between the Government of the Virgin Islands and James O. Gaston

Dear Governor Bryan:

The Government of the Virgin Islands (“GVI”), acting through its Department of Property and Procurement (“DPP”) on behalf of the Department of Agriculture (“VIDA”), will enter into a Lease Agreement with James O. Gaston (“Lessee”) for Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands, consisting of 653,400 U.S. sq. ft. or 15.00 U.S. acres of unimproved land more-or-less. The property will be used for crop production. Pursuant to 31 V.I.C. § 205 (b), DPP is requesting further processing through your office.

The term of this Agreement is for twenty (20) years with a renewal option of one (1) ten (10) year term and requires the approval of the Legislature of the Virgin Islands in accordance with 31 V.I.C § 205 (c). The term commences on the first (1st) day of the month following the approval of the Legislature of the Virgin Islands. The annual rent for the above-referenced parcel will be **Two Hundred Twenty-Five Dollars and Zero Cents (\$225.00)** during the term of this Lease. Rent is calculated based on the provisions of Act No. 6531, which sets the rent for agricultural land being leased for agricultural purposes at Fifteen Dollars and Zero Cents (\$15.00) per acre per annum for property sizes ranging from six (6) or more acres. The Lessee will use the property for crop production and for the rearing of small livestock (goat and sheep).

The GVI acquired Parcel No. 9 of VICORP Lands, Prince Quarter, St. Croix, United States Virgin Islands, from an executed Warranty Deed, dated March 10th, 1983, through Homer M. Harvey. At the time of the GVI's acquisition of Parcel No. 9-G of VICORP Lands, Prince Quarter, St. Croix, United States Virgin Islands, there were limited subdivisions of the parcels as they exist today. Please refer to Drawing No. A9-5-C008 is included in the submission package for the location of Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands.

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

- 1) Lease Agreement;
- 2) Exhibit "A" (Drawing No. A9-5-C008);
- 3) Approval from the Department of Agriculture;
- 4) Business Plan;
- 5) Business License (expires 6/30/2024);
- 6) Certificate of Liability Insurance (expires 2/28/2024); and
- 7) Government Proof of Ownership – Warranty Deed.

Thank you for your immediate consideration of this matter. If you have any questions or concerns, please feel free to contact Assistant Commissioner Vincent Richards at vincent.richards@dpp.vi.gov or (340) 774-0828 ext. 4329 or Magdalene A. Morancie, Esq., Chief Legal Counsel at Magdalene.morancie@dpp.vi.gov or (340) 774-0828 ext. 4302.

Respectfully,


Lisa M. Alejandro
Commissioner

LMA/vr/rdp/rac/wah/stm

Encls.

cc: Vincent Richards, Assistant Commissioner - DPP
Magdalene A. Morancie, Esq., Chief Legal Counsel – DPP
File



LEASE AGREEMENT

**LEASE AGREEMENT
BETWEEN
GOVERNMENT OF THE U.S. VIRGIN ISLANDS
AND
James O. Gaston
Parcel No. 9-G
VICORP Lands, Prince Quarter,
St. Croix U.S. Virgin Islands**

**Prepared by
Department of Property and Procurement
On behalf of the
Department of Agriculture
Government of the U.S. Virgin Islands**

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THIS LEASE AGREEMENT is made this _____ day of _____, 2023, by and between the Government of the Virgin Islands, acting through its Department of Property and Procurement on behalf of the Department of Agriculture (hereinafter the "Lessor" or "Government"), and **James O. Gaston** (hereinafter the "Lessee");

WITNESSETH: In consideration of the Agreements herein it is hereby agreed:

1.00. **DEFINITIONS** As used in this Lease:

1.01. **Premises**

Premises means the property which is the subject of the Lease, including all structures, fixtures, and appurtenances that are on the Premises and is described as follows: **Plot No. 9-G VICORP Lands, Prince Quarter, St. Croix, U.S. Virgin Islands**. For information purposes, the description is set forth on **Drawing No. A9-5-C008** (attached as Exhibit "A"). The calculated area consists of **653,400 U.S. sq. ft. or 15.00 U.S. acres** more-or-less.

1.02. **Government Regulation**

Government regulation means all laws, rules, regulations, requirements, orders, and directives of any governmental entity, officer, or employee that is applicable to this Lease, to the use of the Premises, or to the conduct of activities on the Premises.

2.00. **RESTRICTIONS**

2.01. **Restrictions**

This Lease is subject to all easements and restrictions of record, public utilities, and any zoning or building restrictions, regulations, or laws.

3.00. **PURPOSES AND USE OF PREMISES**

3.01. **Purposes**

The purpose of this Lease is for **crop production and rearing of livestock**.

3.02. **Use of Premises**

The Premises is to be used expressly for the designated purposes described in Paragraph 3.01 and no other purposes. The Premises shall not be used for the

Lessee's Initials JOG 4

growing of illegal plants or for any other illegal purposes. Use of the Premises for any purposes other than those specifically designated in Paragraph 3.01 or for the cultivation of illegal plants shall result in the immediate termination of the Lease and expulsion of the Lessee from the Premises.

3.03. Cultivation and Grazing Requirement

- a. The Lessee shall cultivate at least thirty percent (30%) of the area suitable for cultivation during the first (1st) year of the Lease. The Lessee shall cultivate at least sixty percent (60%) of the area suitable for cultivation during the second (2nd) year of this Lease. Thereafter, at least ninety percent (90%) of the area suitable for cultivation shall remain developed by Lessee. The Lessee shall provide detailed plans and descriptions of the type and category of crops to be grown or cultivated on the land. In the event that the Lessee fails to comply with the provisions herein, this Lease is subject to cancellation in accordance with Paragraph 9.01(e) and the Lessor may exercise its right of re-entry in accordance with Paragraph 9.02 of this Lease.
- b. The Lessee shall, within two (2) years of execution of this Lease, utilize the Premises for the production of livestock. Upon the Lessee's failure to comply with the conditions stated herein, such Premises shall revert to the Lessor as provided in § 9.01(e) herein. In the event that the Lessee fails to comply with the provisions herein, this Lease is subject to cancellation in accordance with Paragraph 9.01(e) and the Lessor may exercise its right of re-entry in accordance with Paragraph 9.02 of this Lease.

4.00. TERM, TERMINATION

4.01. Term

The term of this Lease shall start on the effective date of this Lease as set forth in Paragraph 15.00 and shall expire twenty (20) years thereafter.

4.02. Renewal

At the expiration of the Initial Lease period, the Lessee shall have the right to renew this Lease for an additional ten (10) year period. To exercise this right to renew, the Lessee must not be in violation of any of the requirements of this Lease and must give written "Notice of Intent-to-Exercise-Renewal Option" at least sixty (60) days prior to the expiration of the Initial Lease period.

4.03. Holdover by Lessee

If for any reason, Lessee holds over after the Initial Term or the renewal of this Lease has expired, Lessee's tenancy shall convert to a month-to-month tenancy. All other terms of this Lease not inconsistent with a month-to-month tenancy shall remain in effect during any holdover period.

4.04. Failure to Give Possession

The Lessor shall not be liable for failure to give possession of the Premises upon Commencement Date by reason of the fact that the demised Premises are not ready for occupancy, or due to a prior Lessee wrongfully holding over or any other person wrongfully in possession or for any other reason. In such event, the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

5.00. RENT AND CHARGES

5.01. Rent

For billing purposes, the Lease year shall commence on June 1 and end on May 31 of the following year. Lessee shall pay the Lessor an annual rent of **Two Hundred Twenty-Five Dollars and Zero Cents (\$225.00)** commencing June 1. In the event that the Initial Term begins on a day after the first (1st) of the year (June 1), the rent for that period shall be prorated.

Lessee's Initials LOG

5.02. Charges

Any sums paid or obligations incurred by the Lessor which are expenses or obligations of the Lessee shall be a charge upon the Lessee. The Lessor shall give the Lessee written notice of such sums of expenses paid by the Lessor for the benefit of the Lessee. Such charges shall be treated as additional rent owed by the Lessee and may be added to any rent installment due to the Lessor.

5.03. Delinquency Charge

If any rent is not paid within fifteen (15) days of the due date and the Lessor does not exercise its right to terminate the Lease, the Lessee shall pay a delinquency charge based on nine percent (9%) per annum, on the balance owed. A delinquency charge shall be treated as additional rent owned by the Lessee.

6.00. CONDUCT AND OPERATION OF PREMISES

6.01. Debris Accumulation and Clean Up

Lessee shall keep the Premises free from accumulation of waste materials or rubbish at all times. Lessee shall maintain the Premises and the perimeters in a presentable, clean condition, such as, but not limited to, the removal of overgrowth from the boundary of the property, repairing gates and fences, and repairing dilapidated structures. At the termination of the Lease, Lessee shall remove from the Premises all waste materials, rubbish, tools, equipment, machinery, and surplus materials. If the Lessee fails to clean up as provided herein, the Government may do so, and the cost thereof shall be charged to Lessee.

6.02. Nuisances

Lessee shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, or offend others in proximity to the Premises or not to create any nuisance or waste upon the Premises or adjoining Premises.

6.03. Government Requirements

Lessee's Initials LOG

Lessee shall procure all licenses, certificates, permits, or other authorizations that may be required for the conduct of agricultural activities by the Lessee from any governmental authority having jurisdiction over the operations of the Lessee. Lessee shall promptly observe and comply with any governmental regulations, which may apply to Lessee, its agricultural operations, or to the Premises.

6.04. Government Registration

Lessee covenants that it is registered as a producer with the following Government Agencies: The Department of Licensing and Consumer Affairs and the Virgin Islands Department of Agriculture.

6.05. Schedule F Filing with Internal Revenue and Minimum Production Requirements

- (a) Lessee shall file an annual income tax return, a Schedule "F" showing all income earned from the use of the Premises during the subject tax year. Lessee will forward a copy of said Schedule "F" (Profit or Loss Form) to the Commissioner of Agriculture, or its designee after Lessee has filed an annual income tax return with the Bureau of Internal Revenue.
- (b) Lessee's use of the Premises shall annually yield a gross income, as evidenced by Schedule "F" to be filed with an annual income tax return, and as determined annually by the Commissioner of Agriculture.
- (c) Lessee shall file an annual Harvest Report with the Virgin Islands Department of Agriculture by June 30 of each year. In the case where Lessee has no production, a written report must also be provided stating reasons for the same.

6.06. Transfers of Interests

Lessee shall not sell, transfer, assign, mortgage, or pledge this Lease or any interest without the express written consent of the Lessor nor shall Lessee permit any other person to use the Premises or any portion of them for any purpose other than

provided in this Lease. Transfer of interests will result in immediate termination of the Lease and expulsion of the Lessee from the Premises.

6.07. Non-Discrimination

The Lessee in exercising any of the rights or privileges granted by this Lease shall not discriminate against any person or group of persons on the basis of race, color, national origin, handicap, religious belief, or sex.

6.08. Acts of Lessee

Lessee shall be responsible for all acts committed on the Premises by officers, members, employees, agents, independent contractors, guests, or invitees.

6.09 Fencing and Stocking Rates

Any livestock farm operated under this Lease shall be fenced in and sectioned internally for proper pasture management. The stocking rates for livestock farms shall be as follows:

- (i) St. Croix District: 1000 lbs. of livestock to three acres of land.
- (ii) St. Thomas - St. John District: 1000 lbs. of livestock to five acres of land.

All livestock farms shall adhere to the applicable ratio of pounds of livestock to acreage of land, as set out above. Overstocking is strictly prohibited and violation of stocking rates will be grounds for the immediate termination of this Lease and the expulsion of the Lessee from the Premises. The Lessee shall make an annual report of the number, type, weight, and condition of all livestock on the Premises. This report shall be provided to the Commissioner of Agriculture or its designee on the first (1st) day of May of each year.

7.00. IMPROVEMENTS

7.01 Improvements

- (a) Lessee may, in accordance with the provisions of Paragraph 7.02. of this Lease, erect or place on the Premises any fixtures and other installations

that may be necessary or proper to the purposes of this Lease, and to the use of the Premises, according to Paragraph 3.02. However, the Lessee shall not erect any building or other structure, which may be utilized for residential purposes, without the written consent of the Commissioner of Agriculture or its designee. Further, any building, shed, storage facility or other structure erected on the Premises by Lessee shall be made of wood and shall not exceed three hundred and twenty (320) U.S. square feet. Any improvement to the Premises shall be done at Lessee's expense and liability. Any structures not properly erected shall be removed at Lessee's expense.

- (b) Failure to obtain written consent for the construction of the structures is a reason for immediate termination of the Lease.

7.02. Approval

Prior to making any improvement to the Premises which is attached or affixed to the land or lying beneath the earth's surface, including wells and cisterns, the Lessee must secure advance written approval from the Lessor and any other governmental agency whose permission is required by governmental regulation to be obtained before installation.

7.03. Legal Title to Improvements

The legal title to improvements erected by or on the part of or on behalf of, or for the benefit or use of Lessee, shall remain in Lessee's possession during the term of this Lease. However, upon termination or cancellation of the Lease, for whatever cause, Lessor shall automatically acquire title to any-and-all improvements installed or erected by Lessee free of cost to Lessor and free of any liens or encumbrances not previously agreed to in writing by Lessor.

7.04. Utilities

Unless otherwise agreed, the Lessee shall obtain in its own name all utilities required by Lessee on the Premises and pay all charges for the services as they

become due. If Lessee fails to pay such charges for services, Lessor may pay them and add its payments to the rent installment next due. Lessor may terminate this Lease if Lessee fails or refuses to pay charges incurred for utility services.

7.05. Emergency Improvements and Repair

Nothing in this paragraph shall prevent either party from making any emergency improvements or repairs for the purpose of preserving, maintaining, or protecting the Premises or agricultural products on the Premises from loss or damage. The party making such improvement or repair shall promptly notify the other party of the purpose and nature of such improvement or repair.

7.06. Right to Remove Crops and Livestock

Upon the expiration or termination of this Lease, the Lessee shall have the right to free access to the Premises to retrieve all crops grown and all livestock raised by the Lessee before the expiration of the Lease or before the service of a notice to quit the Premises for failure to pay rent in accordance with Virgin Islands law.

7.07. Forfeiture

Any personal property owned or controlled by the Lessee shall be removed by the Lessee within sixty (60) days after the termination or expiration of this Lease. Any such unencumbered property not removed after the time for removal has passed shall be forfeited to the Lessor.

8.00. 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 notice received:

- (1) Notice of Intended Taking;
- (2) Service of any legal process relating to condemnation of the Premises or improvements; or

- (3) 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 their respective interest in each proceeding or negotiation with respect to 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 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.

9.00. CANCELLATION, TERMINATION, ASSIGNMENT, AND TRANSFER

9.01. Cancellation

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

- (a) Be in arrears in the payment of the whole or any part of the amount of rent agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- (b) File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property.
- (c) Make any general assignment for the benefit of creditors without the written consent of the Commissioners of Property and Procurement and Agriculture as provided in Paragraph 9.04. hereof.
- (d) Abandoning the Premises. If the Lessee abandons, deserts, or vacates the Premises or discontinues operations for a period totaling six (6) months, the Lease will terminate automatically and be rendered null and void.

Lessee's Initials JOG

- (e) Default in the performance of any of the covenants and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default.
- (f) Be adjudged as bankrupt in involuntary bankruptcy proceedings.
- (g) Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may institute a forcible entry and detainer action against the Lessee to regain possession of the Premises.

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. Repossessing and Reletting

In the event of default by Lessee hereunder which shall remain uncured for a period of thirty (30) days after notice of the default has been given to Lessee, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- (a) Institute a forcible entry and detainer action against the Lessee to regain possession of the Premises.
- (b) Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet 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

Lessee's Initials JG

any such deficiencies shall be made monthly within ten (10) days after receipt of notice deficiency.

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

9.03. Subleasing Prohibited

Lessee will not sublet the Premises in whole or in part.

9.04. Assignment of Lessee's Rights and Interests Prohibited

Lessee shall not assign, in whole or in part, any right or interest, including riparian and water rights, arising under this Lease or incidental to his use of the Premises, without the prior written consent of the Commissioners of Property and Procurement and Agriculture. Further, Lessee shall not enter into any agreement to share such rights and interests concurrently with any other party without first obtaining the written consent and approval of the Commissioners of Property and Procurement and Agriculture.

10.00. GENERAL TERMS AND CONDITIONS

10.01. Citizenship and Residency Status

Lessee covenants that they are a United States Citizen or a Permanent Resident of the United States. If Lessee is a corporation or other business entity, Lessee covenants that at least fifty-one percent (51%) of their interests and assets are owned by U.S. citizens or permanent residents of the United States.

10.02. Agreement Made in the U.S. Virgin Islands

The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.

10.03. Counterparts

This document is executed in one (1) part, which shall be deemed an original.

10.04. Cumulative Rights and Remedies

Lessee's Initials LOG

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.

10.05. Agreement Made in Writing

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successor in interest.

10.06. Successors and Assigns

All the terms, provisions, covenants, and conditions of this Lease shall be null, and void and the Lease shall be terminated upon Lessee's death (or incapacitation) and Lessor shall herein (take) re-possess the Premises. The terms, provisions, covenants, and conditions of this Lease shall inure to benefit of and be binding upon assignees.

10.07. Interpretation

Words of gender used in this Lease shall be held to include the plural and vice-versa and the masculine should include the feminine and vice-versa unless the context otherwise requires.

11.00. NOTICES

11.01. By Lessor

Notices or communications by Lessor to the Lessee shall be made by mail to the Lessee at:

**James O. Gaston
P.O. Box 2134
Kingshill, St. Croix, VI 00851**

Lessee's Initials LOG

11.02. By Lessee

Notices or communications by Lessee to the Lessor shall be made by personal delivery or by mail to the offices of the Lessor:

**Virgin Islands Department of Agriculture
RR1 Box 10345
Kingshill, St. Croix, VI 00850**

and,

**Department of Property and Procurement
#3274 Estate Richmond
Christiansted, St. Croix, VI 00820**

11.03. Payment of Rent and Charges

Payment of rent and charges incidental to the Lease shall be made at the Department of Agriculture in the district where the Premises is located.

12.00. **OTHER TERMS AND CONDITIONS**

12.01. Indemnification

Lessee shall indemnify and hold the Lessor and the Virgin Islands Government harmless from all claims, demands, or other civil liabilities, including death, personal injury, or property damage, which arise out of the use or occupancy of the Premises by the Lessee or by others using or occupying the Premises with the Lessee's consent or acquiescence.

12.02. Rights Reserved

Lessor shall have the express right to enter upon the Premises at any time to inspect the Premises, observe the Lessee's performance of its obligations, verify the Lessee's proper use of the Premises under this Lease, and for the doing of any act required by the Lessor.

12.03. Lessor and Lessee

This agreement is a Lease. Under the terms of this Lease, the Lessor has relinquished immediate possession of the Premises to Lessee for the duration of the

Lessee's Initials JOG

term of this Lease and under the conditions hereinafter provided. It is understood by the parties that Lessor retains ultimate legal ownership and title to the Premises. Nothing herein shall be construed to establish any relationship or status between the parties other than that of Lessor and Lessee.

12.04. No Representation

Lessee acknowledges the property is "as is" and as described under Paragraph 1.01 of the Lease and that it has not relied upon any representation or statement of the Lessor as to the condition or suitability of the Premises. Lessee acknowledges that Lessee has thoroughly examined the Premises and found them to be in good order and suitable for Lessee's operations.

12.05. Surrender

Lessee agrees to, peaceably and promptly, yield and deliver possession of the Premises to the Lessor on the date of the termination of this Lease, whether termination is caused by expiration or re-entry and re-possession by the Lessor, in the same condition as the Lessee received the property except for improvements placed on the Premises in accordance with this Lease and excepting reasonable wear and tear.

13.00. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated, expires or the property is abandoned, all obligations of the Lessee surviving shall remain in full force and effect. Amounts that are or will become due, are payable to the same extent and at the time and manner as if no termination, cancellation, or expiration had taken place. Any additional expense to recover or restore the Premises, including legal expenses, shall remain as an obligation of the Lessee.

14.00. OFFICIALS NOT TO BENEFIT

(a) No territorial officer or employee, as defined under Title 3 V.I.C. § 1101(8), member of the U.S. Congress, or other officials of the United States Government shall have any interest in this Lease or receive any benefit or anything of value that

Lessee's Initials JOG

may arise therefrom, without first disclosing such governmental position and authority to the Commissioner of Property and Procurement on behalf of the Commissioner of Agriculture. Thereafter, such person or persons shall be allowed an interest in this Lease at the discretion of the Commissioner of Agriculture and as provided by law.

- (b) If Lessee becomes a territorial officer or employee, as defined under Title 3 V.I.C. § 1101(8), or assumes an official position in the United States Government subsequent to the granting of this Lease, the Lease will remain in effect for the duration of the then existing term. Thereafter renewal of the Lease shall be at the discretion of the Commissioner of Agriculture and as provided by law.

15.00. APPROVALS REQUIRED

This Lease shall not become effective until approved by the Governor and the Legislature of the Virgin Islands.

16.00. INSURANCE

16.01 Disaster

- (a) Lessee shall register the farm production annually with the USDA-Farm Service Agency on an ongoing basis for natural disaster insurance purposes.
- (b) If Lessee prefers, a private insurance policy can be purchased at Lessee's expense, to cover natural disasters. A copy of this policy must be submitted to the Commissioners of Property and Procurement and Agriculture annually.

16.02 LIABILITY

During the term of this Lease, the Lessee shall at their own expense carry public liability insurance in a policy or policies, naming the Lessee and Lessor as the co-insured, and in limits of no less than **One Hundred Thousand Dollars (U.S.) (\$100,000.00)** to cover claims for bodily injury or death and in limits of no less than **One Hundred Thousand Dollars (\$100,000.00)** to cover property damage.

Lessee's Initials DG

Lessee shall furnish Lessor with Certificates of Insurance evidencing the coverage required by this Lease. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of the Commencement Date of this Lease.

17.00. LICENSURE

The Lessee covenants that he has:

- (a) Familiarized themselves with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations; and
- (b) Obtained all the applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code, for the designated purposes and use of the Premises, as set out in Paragraph 3.02 above.

18.00. CONFLICT OF INTEREST

- (a) Lessee covenants that he has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Lease.
- (b) Lessee further covenants that:
 - 1. He is 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 of any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis; or otherwise); or
 - 2. He is a territorial officer or employee and, as such has:
 - (i) familiarized himself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in § 1108 thereof;

- (ii) not made, negotiated, or influenced this Lease in its official capacity; and
- (iii) no financial interest in the contract as that term is defined in § 1101(1) of said Code Chapter.

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties set their hands on the dates here given:

WITNESSES:

Jamal Rogers

(Print)

Jamal Rogers

(Sign)

Atarah Garib

(Print)

Atarah Garib

(Sign)

LESSEE:

James O. Gaston

BY:

James O. Gaston

On October 12 2023, James O. Gaston personally appeared before me and having proved to my satisfaction to be the person whose name is subscribed to this instrument, or being personally known to me, acknowledged that James O. Gaston executed it.

Michelle V. Tuitt October 12, 2023
Notary Public Date



EXHIBIT A

MAP

Exhibit A

SUPPORTING BUSINESS DOCUMENTS

- (X) Financial Statements/ Business Plan**
- (X) Business License**
Expires: 06/30/2024
- (X) Certificate of Liability Insurance (if already on property)**
Expires: 02/28/2024
- (N/A) Articles of Incorporation**
- (N/A) Articles of Organization**
- (N/A) Certificate of Limited Partnership**
- (N/A) Tradename Certificate (if applicable)**
Expires: N/A
- (N/A) Corporate Resolution/ Memo Authorizing Signature**
Dated: N/A Expires: N/A
- (N/A) Certificate of Good Standing**
Dated: N/A Expires: N/A
- (N/A) Certificate of Existence**
Dated: N/A Expires: N/A

Gaston's Farm of the V.I.

Business Plan 2016



Table of Contents

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Gaston's Farm

1.0 Executive Summary

Introduction

Gaston's Farm is owned and operated by James O. Gaston who is seeking to secure a farm lot under the stewardship of the Virgin Islands Department of Agriculture. This would be established through a long term lease agreement.

His operation would present a small livestock (sheep and goat) and crop production on the Island of St. Croix.

The Company

James O Gaston will be operating the farm as a sole proprietor. He plans to hire two laborers on a Part-time basis and will augment his staff with supporting staff base on the need to.

James O. Gaston has defined various products for the initial farm operation on the acquired site. James O. Gaston will be producing based on the request of the local market here on the Islands. His production began previously with various Farmers operation and then with the guidance of Mr. Dale Browne.

The Market

Page 1

"There is a large opportunity to grow and market agricultural products on St. Croix. The development of wholesale, retail and related enterprises is prioritized. The overall market is large enough, \$50 million (more than half fresh) in perishables to make export, even to neighboring Virgin Islands, and opportunity down the road."

"The target markets in order of priority are listed below:

- Farmer's Market: retail provides a great outlet to customers and will take less resources, to do well. This is where local meat and produce will be available and marketed.
- Wholesale: this it will allow Gaston Farm to test its production capability and coordination. This market would serve the Institutions, grocers and restaurants.

James O. Gaston will work with other local Farm market stand for the distribution of his products grown at Gaston's Farm.

Resubmitted

201801

Resubmitted
18 MAY 2020

5/19/17

352-573-6700

340-712-7896

1

JAMES O GASTON 352 573 6700

Gaston's Farm

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James O. Gaston will work with other local Farm market stand for the distribution of his products grown at Gaston's Farm.

Gaston's Farm

2.1 Start-up Summary

James O Gaston is responsible for the installation of an irrigation systems, the purchase of seedlings, the partition of his farm and for securing equipment and other supplies needed to begin production of the acquired allotted parcel of Agriculture land. He has assumed the responsibility for the setup of the farms, fencing, etc.

Start-up expenses are outlined in the following table. Gaston's Farm is seeking startup financing in the amount of \$40,000. These funds will be utilized to purchase all materials, equipment's, inventory and products required to set up the farm and to plant and cultivate the farm.

Table: Start-up

Start-up	
Requirements	
Start-up Expenses	
Irrigation	\$3,000
Seedlings	\$2,700
Insurance	\$1,500
Wages	\$1,200
Misc. Supplies	\$1,000
Equipment	\$20,000
Utilities	\$0
Total Start-up Expenses	\$29,400
Start-up Assets	
Cash Required	\$2,000
Start-up Inventory	\$500
Other Current Assets	\$1,200
Long-term Assets	\$2,500
Total Assets	\$6,200
Total Requirements	\$35,600

Gaston's Farm

Table: Start-up Funding

Start-up Funding	
Start-up Expenses to Fund	\$29,400
Start-up Assets to Fund	\$ 6,200
Total Funding Required	\$35,600
Assets	
Non-cash Assets from Start-up	\$4,200
Cash Requirements from Start-up	\$2,000
Additional Cash Raised	\$0
Cash Balance on Starting Date	\$2,000
Total Assets	\$8,200
Liabilities and Capital	
Liabilities	
Current Borrowing	\$0
Long-term Liabilities	\$0
Accounts Payable (Outstanding Bills)	\$0
Other Current Liabilities (interest-free)	\$0
Total Liabilities	\$0
Capital	
Planned Investment	
	\$0
Other	\$0
Additional Investment Requirement	\$29,600
Total Planned Investment	\$29,600
Loss at Start-up (Start-up Expenses)	(\$29,600)
Total Capital	\$29,600
Total Capital and Liabilities	\$8,200
Total Funding	\$37,800

Gaston's Farm

2.0 Products

Gaston's Farm Product List

•	
James O Gaston /	15 Acres
Small Livestock	11.0
Tomatoes	1.0
Bell pepper	1.0
Bananas / Plantain	1.0
Lettuce/Green	.5
Herbs	.5
Production total	15
Acreage	15

3.0 Market Description

There is a large opportunity to grow and market agricultural products on St. Croix. There is additional opportunity to add value with an events center, restaurant and agritourist activities. The development of wholesale, retail and related enterprises is prioritized. The overall market is large enough \$50 million (more than half fresh) in perishable to make export, even to neighboring Virgin Islands, an opportunity down the road.

Potential for penetration

The table below summarizes the estimated market penetration. Details for the calculations are found on the subsequent pages in the same order listed in the table.

Table 10. Estimated market penetration

Type of business	Annual sales
Farmers Market retail	\$84,000.00
Restaurants	\$58,800.00
Grocers	\$42,000.00
Institutions	\$54,600.00
Total	\$239,400.00

Customers and Target Markets

The "**Wholesale Farmers' Market**" target customers include Restaurants with chef/owners, Grocers, wholesalers and institutions seeking organic and sustainably produced vegetables and Fruits. The "**Retail Farmers' Market**" target customers are private individual buyers.

Gaston's Farm

4.2 Target Market Strategy

The Market Analysis Pie shown below reflects the total number of potential customers for Virgin Islands Local Farmers. The number of wholesale clients is taken from the Market study and strategic plan, whereas the number of individual buyers represents the estimated annual number of individuals that will be driving by the farm.

The target markets have been clearly defined in the Market Study and Marketing Plan. Gaston's Farm will focus on the wholesale farmers market and the retail farmers market during the initial phase of the project. These entities are projected to generate the most revenue.

Market Analysis		2017	2018	2019	2020	2021	Growth
Potential Customers	Growth						
Wholesale farmers market (Restaurant, Grocers, Institution)	5%	7,770	8,158	8,566	8,994	9,444	5.00%
Retail farmers market	5%	4,200	4,410	4,630	4,862	5,105	5.00%
Total	5.0%	11,970	12,568	13,196	13,856	14,549	5.00%

Gaston's Farm

4.0 Sales Forecast

The sales forecasts are based on the following:

- Enterprise Budgets prepared UVI CES
- Allocation of acreage as follows:
 - Tomatoes ----- 1.0 acres
 - Bell Peppers ----- 1.0 acres
 - Herbs ----- .50 acres
 - Lettuce/Greens----- .50 acres
 - Bananas / Plantains----- 1.0 acres
 - Small Livestock----- 11.0 acres

Enterprise Budgets were prepared crops based on the data available to CES. The enterprise budgets include costs for land preparation, sowing and harvesting. The production figures are per acre/per harvest and have been used to estimate annual yields.

In addition to the above assumptions, production is calculated based on at least three crops per year. For fruit production, banana production is based on 2 hands per year and the growing period prior to harvesting.

The estimated sales prices are from Farmers for market sales. The estimated cost of goods sold ranges from 50% margin. The **price per unit** is based on pounds and, in the case of lettuce/greens per the unit is a "head".

Gaston's Farm

5.0 Management

James O Gaston is the owner and manager of the farm. Mr. Gaston will work with his team to maintain best practices in sustainable farming by requesting continued technical assistance from various agencies.



Gaston's Farm

6.0 Finance

The financials for the business reflect no production in the first two months of operation. Most crops are "short crops" and will be harvested within sixty (50 to 90) days of planting. The projected increase in production for year two is only 5 percent and is kept constant for the ensuing years.

The projected cost of production and wholesale prices are based on current enterprise budgets. Although it is likely that costs will increase with inflation and prices will also increase, we have left these factors flat for our projections.

7.1 Significant Assumptions

Nature and Limitation of Projections

This financial projection is based on sales volume at the levels described in the sales forecast section and presents, to the best of the writer's knowledge, Mr. Gaston expected assets, liabilities, capital, and revenues and expenses. The projections reflect our judgment of the expected conditions and its expected course of action given the hypothetical assumptions.

Nature of Operations

James O Gaston is in the business of vegetable farming, greens cultivation, fruit farming and small livestock (ruminants) production. His objective is to begin cultivation for the early winter planting season.

Revenues

Revenue is derived primarily from the sale of livestock, vegetables, fruits, herbs and certain value added farm products.

Expenses

Expenses include certain cultivation costs for all produce and the harvesting and distribution of produce.

7.2 Business Ratios

The business ratios given below are contrasted to industry standards for SIC code 0161 which covers vegetable and melon growers. Within this category, research has shown that there can be significant deviations from industry standards due to farm size, product life cycle, and capital resources.

Gaston's Farm is a start-up venture whose expenses like advertising and marketing will be borne by Gaston's Farm.

Confidentiality Agreement

The undersigned reader acknowledges that the information provided by _____ in this business plan is confidential; therefore, reader agrees not to disclose it without the express written permission of _____.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the

The undersigned reader acknowledges that the information provided by _____ in this business plan is confidential; therefore, reader agrees not to disclose it without the express written permission of _____.

It is acknowledged by reader that information to be furnished in this business plan is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by reader, may cause serious harm or damage to _____.

Upon request, this document is to be immediately returned to _____.

Signature

Name (typed or printed)

Date

This is a business plan. It does not imply an offering of securities.



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
BUSINESS LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

Licensee: JAMES O. GASTON	
Trade Name: JAMES O. GASTON	
Mailing Address	Physical Address
PO BOX 2134 KINGSHILL ST. CROIX VI 00851	#34 ESTATE CALQUOHOUN KINGSHILL ST. CROIX VI 00580
Business No: 22707	License No: 2-22707-2L
Types of License(s) Commercial Farming Plants & or Animals Landscaping, Garden, Maint. Service	

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2023

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 06/01/2023 until 06/30/2024
Printed on 06/13/2023
Issued at St. Croix, V.I.
Fee 131.00

Richard Evangelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2023

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).

PRODUCER Inter Ocean Insurance Agency, Inc. 6006 Peter's Rest Shopping Ctr Suite 8 C'sted, St. Croix VI 00820	CONTACT NAME: Sandra Harty PHONE (A/C No. Ext): (340) 773-4600 FAX (A/C No): (340) 773-4190 E-MAIL ADDRESS: s.harty@interoceaninsurance.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Endurance Worldwide Ins Ltd</td> <td></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Endurance Worldwide Ins Ltd			INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED James Gaston 7072 Est. Calquohoun Kingshill VI 00850																					

COVERAGES CERTIFICATE NUMBER: CL2391907909 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			OP22000308/0329	02/28/2023	02/28/2024	EACH OCCURRENCE \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 100,000
							GENERAL AGGREGATE \$ 100,000
							PRODUCTS - COMP/OP AGG \$ 100,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Certificate holder is included as additional insured only with respects to their interest in premises leased to the named insured (Landlord)

CERTIFICATE HOLDER

Virgin Island Dept. Of Agriculture
#1 Estate Lower Love

Kingshill

VI 00850

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Virgin Islands Department of Agriculture- #1 Estate Lower Love, Kingshill, VI 00850

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

PROOF OF OWNERSHIP

(X) Deed

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

(N/A) Title and Encumbrance Certificate

36,077

March 10, 1983

WARRANTY DEED

No. 814/1983

THIS INDENTURE, made the 11th day of February, nineteen hundred and eighty-three

BETWEEN HOMER M. HARVEY, having an address c/o The Harvey Capital Corp., 70 Wilshire Blvd., Beverly Hills, California 90212, Grantor, and THE VIRGIN ISLANDS OF THE UNITED STATES, having an address c/o The Office of the Governor, Charlotte Amalie, St. Thomas 00801, Grantee,

WITNESSETH, that the Grantor, in consideration of Ten Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee,

FEE TITLE in and to that certain plot, piece or parcel of land, situate, lying and being on the Island of St. Croix, Virgin Islands of the United States, known and designated as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 16 and 18 and more particularly described in Schedule A attached hereto and made a part hereof, together with all improvements, rights, privileges and appurtenances belonging thereto;

Subject however to:

- (a) Any restrictions or regulations as to building upon the Property under or by virtue of any law, ordinance or other action of the municipal or other public authority having jurisdiction over the property;
- (b) Such state of facts as are shown on any accurate survey of the Property and to any changes which would be shown on an accurate survey redated to the date hereof;
- (c) Easements or rights of use created in favor of any public utility for electricity, water, sewer, steam, gas, telephone or other service on the Property, or the right to use and maintain wires, cables and equipment upon and across the Property;
- (d) A first mortgage dated April 7, 1966, and recorded April 14, 1966, in Photocopy 49M, Page 401, No. 1137/1966, covering all the premises except Parcel 16, amended by Amendment No. 1 dated July 7, 1966,

which Amendment is recorded in PC 53M, Page 288, as Document No. 1883/66. This mortgage, as amended, has been released as to Vicorp Parcels Nos. 1, 2, 4, 5, 6, 7, 8, 11 and 18. The mortgagee under this mortgage is assigned of record to the Administrator of General Services, United States of America, by document recorded August 5, 1969 in the office of the Recorder of Deeds, Christiansted, St. Croix, in PC 109M, Page 172, as Document No. 3020/69. This mortgage is now in the reduced amount of Three Hundred Ninety-Eight Thousand Seven Hundred and Eighty (\$398,780) Dollars, together with interest, which mortgage the Grantee hereby assumes and agrees to pay as part of the consideration for this conveyance.

- (e) Grant Deeds each dated February 1, 1972 to Consolidated Pacific Investment Company, a California corporation, recorded on April 14, 1972 in the office of the Recorder of Deeds, Christiansted, in PC 162M, page 218, as Documents No. 1312/72 and 1313/72, respectively.
- (f) All other matters taken as exceptions to title in Chicago Title Insurance Company policy #73-U-00174, issued to Homer M. Harvey and dated February 28, 1974.
- (g) Virgin Islands zoning regulations, covenants, restrictions and easements of record.

Said property being and intended to be the same property, commonly known as the "Harvian Properties" conveyed to the Grantor by deed dated February 26, 1974, received by the Public Surveyor, Government of the Virgin Islands, under Receiving No. 16,442 on February 26, 1974, and thereafter filed with the Recorder of Deeds on St. Croix under Receiving No. 651/74.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described property to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said property; TO HAVE AND TO HOLD the property herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND THE GRANTOR WARRANTS as follows:

1. That Grantor is seized of the Property in fee simple absolute and has good right to convey the same;

2. That the Grantee shall quietly enjoy the said Property;
3. That the said Property is free from encumbrances other than that which is recited herein;
4. That the Grantor will execute or procure any further necessary assurance of the title to the said Property; and
5. That the Grantor will forever warrant and defend title to the said Property.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written, the Grantor to convey all right, title and interest in fee simple to the Grantee, and the Grantee to assume and agree to pay the obligations incurred under the terms of the first mortgage on the Property.

IN WITNESS
Rashida Ali
Samuel W. Mackinnon

GRANTOR:

[Signature]
 HOMER M. HARVEY

GRANTEE:

THE VIRGIN ISLANDS OF THE UNITED STATES

BY: *[Signature]*
 HERMAN E. RICHARDSON
 COMMISSIONER OF PROPERTY AND PROCUREMENT

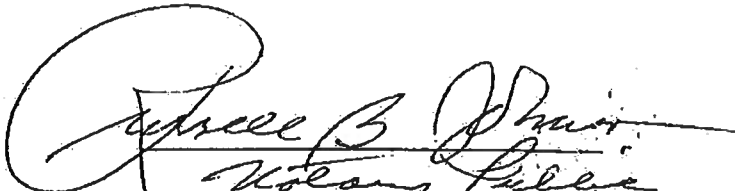
BY: *[Signature]*
 JUAN LUIS, GOVERNOR

Received for recording on the 10 day of March 1983, at 11:50 o'clock A. M. and Recorded and Entered in Recorder's Book for the District of St. Croix, Virgin Islands of the U.S.A. of Photo-copy 184 Page 184 No. 322193 and noted in Real Property Register
[Signature] Recorder
 FEE \$ 110.15

Territory of the Virgin Islands)
Judicial Division of Charlotte Amalie) ss.:

On this the 11th day of Feb, 1987, before
me Russell B Johnson, the undersigned
officer, personally appeared HERMAN RICHARDSON, known to me
(or satisfactorily proven) to be the person whose name is
subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.

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

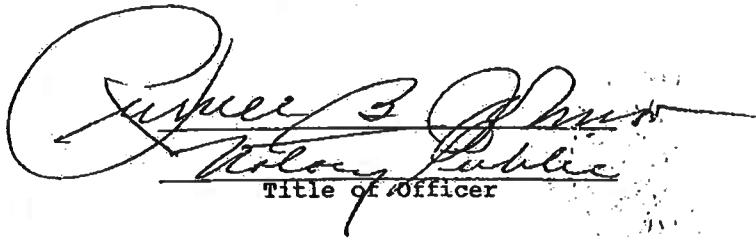


Title of Officer

Territory of the Virgin Islands)
Judicial Division of Charlotte Amalie) ss.:

On this the ¹⁰11 day of Feb, 1983, before me Russell B. Johnson, the undersigned officer, personally appeared JUAN LUIS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

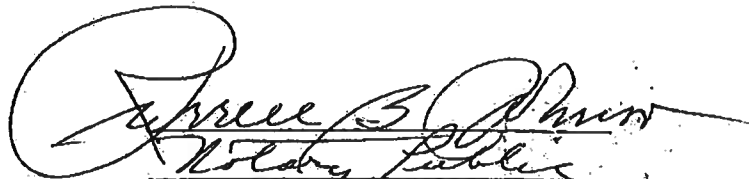


Notary Public
Title of Officer

Territory of the Virgin Islands)
Judicial Division of Charlotte Amalie) ss.:

On this the 21st day of Feb, 1983, before
me Russell B. Johnson the undersigned
officer, personally appeared HOMER M. HARVEY, known to me
(or satisfactorily proven) to be the person whose name is
subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.

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


Russell B. Johnson
Notary Public
Title of Officer.

SCHEDULE "A"

PROPERTY DESCRIPTION

Parcel No. 1 of VICORP lands according to drawing No. 1625-A, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 1, the Northeast corner of the parcel is situated on the South side of the Center line road and is tied to a point on the Center Line road on a bearing (true) of South 19 degrees 03 minutes East and a distance of 25.0 ft. the line runs:

South 19 degrees 03 minutes East a distance of 868.95 feet along the West boundary of Estate Kings Hill, to a point; thence

South 16 degrees 00 minutes West a distance of 1330.4 feet, to a point; thence

South 66 degrees 48 minutes West a distance of 293.65 feet, to a point; thence

South 15 degrees 36 minutes West a distance of 1537.2 feet, along the West boundary of Parcel No. 12 of VICORP Lands to a point; thence

South 0 degrees 32 minutes West a distance of 388.3 feet, to a point thence

South 10 degrees 56 minutes East a distance of 588.5 feet, to a point; thence

South 4 degrees 48 minutes West a distance of 808.6 feet, to a point; thence

South 45 degrees 59 minutes West a distance of 560.82 feet, to a point; thence

North 37 degrees 53 minutes West a distance of 709.66 feet along the East side of the Public road to the Airport to a point; thence

North 21 degrees 08 minutes West a distance of 597.1 feet, to a point; thence

North 17 degrees 08 minutes West a distance of 168.6 feet, to a point; thence

North 14 degrees 45 minutes West a distance of 327.0 feet, to a point; thence

North 22 degrees 59 minutes West a distance of 284.9 feet, to a point; thence

North 22 degrees 35 minutes West a distance of 417.6 feet to a point; thence

North 1 degree 39 minutes West a distance of 184. feet, to a point; thence

North 11 degrees 31 minutes East a distance of 564.74 feet, to a point; thence

North 5 degrees 20 minutes West a distance of 214.95 feet, to a point; thence

North 22 degrees 20 minutes West a distance of 224.98 feet, to a point; thence

North 32 degrees 49 minutes West a distance of 482.5 feet, to a point; thence

North 10 degrees 33 minutes West a distance of 1158.4 feet, to a point; thence

North 71 degrees 12 minutes East a distance of 1183.47 feet, to a point along the south side of the Center Line road, thence

North 71 degrees 43 minutes East a distance of 900.9 feet, to a point; thence

North 71 degrees 43 minutes East, a distance of 722.6 feet, to the point of origin.

With an area of said Parcel No. 1 of 211.01 U.S. Acres.

Parcel No. 2 of VICORP lands according to drawing No. 1625-B, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 2, the South East corner of the parcel is situated on the West side of the public road to the Airport and is tied to a point in the road with a distance of 25.26 ft. and a bearing (true) of South 89 degrees 46 minutes East, the line runs:

North 89 degrees 46 minutes West a distance of 1105.64 ft. along the North boundary of Parcel No. 13 of VICORP Lands to a point, the South West corner of the parcel, thence

North 18 degrees 54 minutes West, a distance of 782.15 ft. along the East boundary of Parcel No. 1 of Golden Grove to a point, the North West corner of the parcel, thence

North 78 degrees 54 minutes East, a distance of 537.7 feet along the South boundary of Parcel 14 of VICORP Lands to a point, thence

North 70 degrees 49 minutes East a distance of 391.4 ft. to a point situated on the West side of the public road to the Airport, the North East corner of the parcel, thence

South 17 degrees 08 minutes East a distance of 171.3 ft. along the west side of the public road to the Airport, to a point, thence

South 21 degrees 08 minutes East a distance of 603.9 ft. to a point, thence

South 37 degrees 53 minutes East a distance of 305.45 ft. to the point of origin.

Parcel No. 3 of VICORP lands according to drawing No. 1625-C, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 3, situated on the East side of the Adventure Public Road to the Airport which is tied to a point in the center of the road with a bearing (true) of North 57 degrees 53 minutes East and a distance of 25.72 ft., the line runs:

North 18 degrees 45 minutes West a distance of 1855.0 ft. along the East side of the public road to a point, thence

North 71 degrees 35 minutes East a distance of 1483.5 ft. to a point, thence

South 18 degrees 25 minutes East a distance of 392.2 ft. to a point, thence

North 71 degrees 35 minutes East, a distance of 100.0 ft. to a point, thence

North 18 degrees 25 minutes West, a distance of 100.0 ft. to a point, thence

South 71 degrees 35 minutes West, a distance of 80.0 ft. to a point, thence

North 18 degrees 25 minutes West, a distance of 292.2 ft. to a point, thence

North 71 degrees 35 minutes East, a distance of 496.5 ft. to a point, thence

North 18 degrees 25 minutes West, a distance of 100.0 ft. to a point, thence

North 71 degrees 35 minutes East, a distance of 1998.98 ft. along the south side of the Centerline Road to a point, the North East corner of the parcel, thence

South 15 degrees 29 minutes East, a distance of 1570.55 ft. along the West boundary of Parcel No. 15 of Vicorp Lands to a point, thence

South 71 degrees 23 minutes West, a distance of 50.0 ft. to a point, thence

South 18 degrees 37 minutes East, a distance of 680.0 ft. to a point, thence

North 71 degrees 23 minutes East, a distance of 270.0 ft. along the South boundary of Parcel No. 15 of VICORP Lands to a point, thence

South 18 degrees 37 minutes East, a distance of 100.0 ft. to a point, thence

South 7 degrees 55 minutes East, a distance of 1893.1 ft. along the West boundary of Parcel No. 1 of Golden Grove to a point, thence

South 25 degrees 58 minutes East, a distance of 90.1 ft. to a point, thence

South 77 degrees 59 minutes West, a distance of

IT ALONG THE NORTH
RY OF ALEXANDER
AIRPORT POINT

North 65 degrees 23 minutes West, a distance of 460.6 ft. to a point, thence

South 75 degrees 48 minutes West, a distance of 513.5 ft. to a point, thence

North 38 degrees 46 minutes West, a distance of 156.5 ft. along the East boundary of Parcel No. 16 of VICorp Lands to a point, thence

North 19 degrees 03 minutes West, a distance of 310.65 ft. to a point, thence

South 80 degrees 23 minutes West, a distance of 346.1 ft. to a point, thence

North 20 degrees 47 minutes West, a distance of 887.35 ft. to a point, thence

South 73 degrees 06 minutes West, a distance of 366.5 ft. along the North boundary of Parcel No. 16 of VICorp Lands to a point, thence

South 57 degrees 53 minutes West, a distance of 765.53 ft. to the point of origin.

With an area of said Parcel No. 3 of 278.261 U.S. Acres.

Parcel No. 4 of VICORP lands according to drawing No. 1625-D, on file in the office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 4, the south west corner of the parcel is situated on the North side of the Centerline Road and is tied to a point in the road with a distance of 25.0 ft. and a bearing (true) of North 19 degrees 08 minutes West, the line runs:

North 19 degrees 08 minutes West a distance of 3088.6 ft. along the East boundary of Estate Plessen to a point, the North West corner of the Parcel, thence

North 71 degrees 22 minutes East a distance of 2168.6 ft. along the south boundary of Parcel No. 6 of Upper Love to a point, thence

North 71 degrees 22 minutes East, a distance of 650.0 ft. along the south boundary of Parcel No. 5A of Upper Love, to a point, thence

North 72 degrees 11 minutes East, a distance of 674.8 ft. along the south boundary of No. 5 of Upper Love to a point, thence

North 72 degrees 11 minutes East, a distance of 655.8 ft. along the south boundary of No. 5 of Upper Love to a point, the North East corner of the Parcel, thence

South 19 degrees 00 minutes East, a distance of 760.24 ft. along the west side of the public road to a point, thence

South 71 degrees 00 minutes West, a distance of 1372.0 ft. to a point, thence

South 33 degrees 02 minutes West, a distance of 256.1 ft. to a point, thence

South 22 degrees 04 minutes East, a distance of 186.7 ft. to a point, thence

South 11 degrees 12 minutes East, a distance of 200.8 ft. to a point, thence

South 89 degrees 50 minutes East a distance of 204.75 ft. to a point, thence

South 24 degrees 59 minutes East a distance of 366.8 ft. to a point, thence

South 19 degrees 13 minutes East, a distance of 332.5 ft. to a point, thence

South 19 degrees 34 minutes East a distance of 723.4 ft. to a point, thence

South 19 degrees 34 minutes East, a distance of 290.4 ft. to a point, thence

South 71 degrees 40 minutes West a distance of 2802.65 ft. along the North side of the Center-line Road to the point of beginning.

With an area of said Parcel No. 4 of 218.123 U.S. Acres.

Parcel No. 5 of VICORP lands according to drawing No. 1625-E, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 5, the South West Corner of the parcel is situated 25 ft. from the Center of Center-line road and 18 ft. from the center of the public road to Castle Burke and on the north side of the Centerline road, the line runs:

North 19 degrees 00 minutes West (true bearing) a distance of 1665.8 ft. along the East side of the public road to a point, the North West corner of the parcel, thence

North 68 degrees 10 minutes East, a distance of 672.4 ft. along the South side of the public road, to a point, thence

North 61 degrees 54 minutes East a distance of 309.4 ft. to a point, thence

North 39 degrees 34 minutes East a distance of 138.0 ft. to a point, thence

North 62 degrees 34 minutes East a distance of 1169.9 ft. to a point, thence

North 67 degrees 46 minutes East a distance of 1051.0 ft. along the south side of the public road to a point, the North East corner of the parcel, thence

South 20 degrees 26 minutes East a distance of 2066.97 ft. along the West side of the public road to a point, the South East corner of the parcel, thence

South 71 degrees 15 minutes West a distance of 1327.5 ft. along the North side of the Centerline road to a point, thence

South 71 degrees 02 minutes West a distance of 618.4 ft. to a point, thence

South 71 degrees 12 minutes West a distance of 1410.2 ft. to the point of origin.

With an area of said Parcel No. 5 of 143.912 U.S. Acres. Parcel No. 6 of VICORP Lands according to drawing No. 1625-F, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 6, the South West corner of the parcel is situated 25 ft. from the Center of Centerline Road and 18 feet from the center of the public road to Bethlehem Sugar Factory, and on the North side of the Centerline Road, the line runs;

North 20 degrees 26 minutes West (true bearing) a distance of 2278.6 feet, along the East side of the public road to a point, the North West corner of the parcel; thence

North 69 degrees 34 minutes East a distance of 482.0 feet, along the South boundary of Parcel No. 18 of VICORP Lands to a point; thence

North 69 degrees 34 minutes East a distance of 360.0 feet, to a point; thence

North 43 degrees 56 minutes East a distance of 1024.9 feet, along the South boundary of Parcel No. 18 of VICorp Lands to a point; thence

North 82 degrees 08 minutes East a distance of 114.0 feet, along the South boundary of the Church Plot at Bethlehem, to a point; thence

North 82 degrees 40 minutes East a distance of 20.0 feet, to a point, thence

North 7 degrees 58 minutes West a distance of 301.2 feet, to a point; thence

North 67 degrees 53 minutes East a distance of 742.65 ft. along the South side of the public road to a point, the North East corner of the parcel; thence

South 22 degrees 57 minutes West a distance of 1032.62 ft. along the West boundary of Tract No. 2 of VICorp Lands to a point; thence

South 3 degrees 55 minutes East a distance of 1220.0 ft. to a point; thence

South 1 degree 41 minutes West a distance of 1213.3 feet, to a point, the South East corner of the parcel; thence

South 71 degrees 12 minutes West a distance of 1199.45 ft. along the North side of the Centerline road to the point of origin.

With an area of said Parcel No. 6 of 99.653 U.S. Acres.

Parcel No. 7 of VICORP Lands according to drawing No. 1625-G, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 7, the South West corner of the parcel is situated on the North Side of the public road at Estates River and Jealousy and is tied to a point in the center of the public road with a bearing of South 19 degrees 00 minutes East (true) and a distance of 25.0 feet, the line runs:

North 19 degrees 00 minutes West a distance of 2835.4 feet, along the East boundary of Estate River to a point; thence

North 18 degrees 38 minutes West a distance of 1622.8 feet, along the East boundary of Estate River to a concrete monument, the North West corner of the Parcel; thence

North 70 degrees 56 minutes East a distance of 857.0 feet, along the South boundary of Estate Hermitage to a point; thence

South 17 degrees 55 minutes East a distance of 1301.5 feet, along the West boundary of Parcel No. 17 of VICorp Lands to a point; thence

South 69 degrees 32 minutes West a distance of 363.0 feet, to a point; thence

South 20 degrees 28 minutes East a distance of 950.0 feet, along the West boundary of Parcel No. 17 of VICorp Lands to a point, thence

North 69 degrees 32 minutes East a distance of 864 feet, to a point; thence

South 20 degrees 03 minutes East a distance of 847.15 feet, to a point; thence

South 71 degrees 39 minutes West a distance of 709.4 feet along the North side of the public road to a point; thence

South 19 degrees 07 minutes East a distance of 662.05 feet along the West side of the public road to a point; thence

South 2 degrees 25 minutes East a distance of 80.8 ft. to a point; thence

South 26 degrees 23 minutes West a distance of 235.5 ft. to a point; thence

South 7 degrees 09 minutes West a distance of 363.7 feet, to a point; thence

South 29 degrees 59 minutes West a distance of 96.5 ft. to a point; thence

South 52 degrees 56 minutes West a distance of 268.8 ft. to the point of origin.

With an area of said Parcel No. 7 of 79.61 U.S. Acres.

Parcel No. 8 of VICORP lands according to drawing No. 1625-G, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 8, the South West corner of the parcel is situated on the North side of the Public road at Jealousy and is tied to a point in the centerline of the road at a distance of 25.0 ft. and a bearing (true) of North 20 degrees 03 minutes West, the line runs:

North 20 degrees 03 minutes West a distance of 847.15 ft. along the East side of a 36 ft. wide road to Parcel No. 17 of Vicorp Lands to a point, thence

North 20 degrees 03 minutes West a distance of 600.0 ft., to a point, the North West corner of the parcel, thence

North 67 degrees 50 minutes East a distance of 704.2 ft. to a point, the North East corner of the parcel, thence

South 18 degrees 47 minutes East a distance of 278.0 ft. along the West boundary of No. 7Aa of Colquhoun to a point, thence

South 18 degrees 47 minutes East a distance of 471.5 ft. along the West boundary of Plot No. 7AB of Colquhoun to a point, thence

South 19 degrees 50 minutes East a distance of 211.2 ft. along the West boundary of No. 1D of Colquhoun to a point, thence

South 18 degrees 37 minutes East a distance of 336.95 ft. along the West boundary of Plot No. I of Colquhoun to a point, thence

South 17 degrees 15 minutes East a distance of 190.75 ft. along the West boundary of Plot 1C of Colquhoun to a point, the South East corner of the parcel, thence

South 71 degrees 13 minutes West a distance of 667.6 ft. along the North side of the Public road to the point of origin.

With an area of said Parcel No. 8 of 23.151 U.S. Acres.

Parcel No. 9 of VICORP lands according to drawing No. 1625-H, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 9, the South East corner of the parcel is situated 18.0 ft. from the center of and on the south side of the Public Road to Bethlehem Sugar Factory and 18.0 ft. from the center of and on the north side of the Public Road to Castle Burke, the line runs:

South 67 degrees 46 minutes West (true bearing) a distance of 1052.6 feet along the North boundary of the public road to a point; thence

South 63 degrees 34 minutes West a distance of 1178.8 ft. to a point; thence

South 39 degrees 34 minutes West a distance of 138.2 ft. to a point; thence

South 61 degrees 54 minutes West a distance of 300.3 ft. to a point; thence

South 68 degrees 10 minutes West a distance of 671.4 ft. along the North side of the public road to a point, the South West corner of the Parcel, thence

North 19 degrees 00 minutes West a distance of 3161.35 feet along the East side of the public road to a point; thence

North 52 degrees 56 minutes East a distance of 280.1 feet along the South side of the public road to a point; thence

North 29 degrees 59 minutes East a distance of 116.1 feet to a point; thence

North 7 degrees 09 minutes East a distance of 363.7 to a point; thence

North 26 degrees 23 minutes East a distance of 235.7 ft. to a point; thence

North 2 degrees 25 minutes West a distance of 101.2 ft. to a point; thence

North 19 degrees 07 minutes West a distance of 619.6 ft. to a point; thence

North 71 degrees 39 minutes East a distance of 695.4 ft. along the South side of the public road to a point; thence

North 71 degrees 13 minutes East a distance of 667.6 feet to a point; thence

North 71 degrees 26 minutes East a distance of 1136.45 ft. along the South side of the public road to a point; the North East corner of the parcel, thence

South 23 degrees 01 minute East a distance of 2302.0 ft. along the West side of the public road to a point, thence

South 66 degrees 26 minutes West a distance of 64.1 ft. to a point, thence

South 23 degrees 33 minutes East a distance of 1011.0 ft. along the West boundary of parcel No. 18 of VICorp Lands to a point, thence

South 16 degrees 44 minutes West a distance of 141.0 ft. to a point, thence

South 16 degrees 44 minutes West a distance of 29.79 ft. to a point, thence

South 20 degrees 26 minutes East a distance of 671.89 ft. to the point of origin.

With an area of said Parcel No. 9 of 309.715 U.S. Acres.

Parcel No. 10 of VICORP Lands according to drawing No. 1625-I, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 10, the South East corner of the parcel is situated 18.0 ft. from the center of the Public road to Bethlehem Sugar Factory and 18.0 ft. from the center of the Public road to Mon Bijou, the line runs:

South 70 degrees 44 minutes West (true bearing) a distance of 2255.45 ft. along the North side of the Public road to Bethlehem Sugar Factory to a point, thence

South 69 degrees 13 minutes West a distance of 766.7 ft. to a point, thence

South 51 degrees 06 minutes West a distance of 174.1 ft. to a point, thence

South 74 degrees 05 minutes West a distance of 414.0 ft. along the North boundary of Parcel No. 18 of VICORP Lands to a point, thence

North 18 degrees 48 minutes West a distance of 390.0 ft. to a point, thence

North 75 degrees 34 minutes West a distance of 980.0 ft. to a point, thence

South 66 degrees 26 minutes West a distance of 444.9 ft. along the North boundary of Parcel No. 18 of VICORP Lands to a point, thence

North 23 degrees 01 minute West a distance of 2302.0 ft. along the East side of the Public road to a point, the North West corner of the parcel, thence

North 71 degrees 20 minutes East a distance of 319.1 ft. along the South side of the Public road to a point, thence

South 17 degrees 49 minutes East a distance of 104.4 ft. to a point, thence

North 72 degrees 11 minutes East a distance of 200.0 ft. to a point, thence

North 17 degrees 49 minutes West a distance of 105.3 ft. to a point, thence

North 71 degrees 20 minutes East a distance of 4490.5 ft. along the South side of the Public road to a point, the North East corner of the parcel, thence

South 19 degrees 20 minutes East a distance of 3087.6 ft. along the West side of the public road to the point of origin.

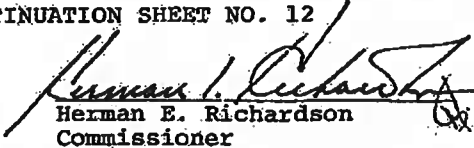
With an area of said Parcel No. 10 of 332.163 U.S. Acres.

Parcel No. 11 of VICORP Lands according to drawing No. 1625-JA on file in the office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

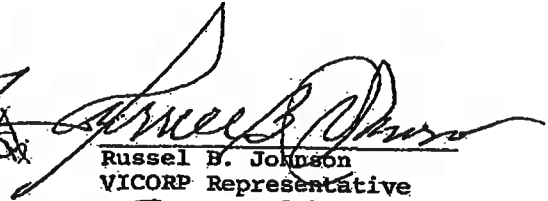
Beginning at a point situated on the East Side of the Public Road to Mon Bijou which is also the North West Corner of Parcel No. 11A, the line runs North 19°20' West a distance of 1657.6 ft. along the East Side of the public road to Mon Bijou to a point, the South West Corner of Parcel No. 11B, thence North 71°00'05" East a distance of 1170.0 ft. along the South boundary of Parcel No. 11B to a point, the South East Corner of Parcel No. 11B, thence North 19°20'27" West a distance of 786.60 ft. along the East boundary of Parcel No. 11B to a point on the South Side of the Public Road, the North East boundary of Parcel No. 11B, thence North 67°39' East a distance of 334.8 ft. along the South Side of the public road to a point, thence North 71°25' East a distance of 1121.0 ft. along the South Side of the public road to a point, thence North 71°22' East a distance of 1523.7 ft. along the South Side of the public road to a point, thence North 71°22' East a distance of 325.9 ft. along the South Side of the public road to a point, thence South 18°38' East a distance of 69.9 ft. to a point, thence South 18°25' West a distance of 560.36 ft. along the West Side of the public road to a point, thence South 20°38' West a distance of 2652.97 ft. along the West Side of the public road to point, thence South 20°24' West a distance of 687.8 ft. along the West Side of the public road to point, thence South 71°04' West a distance of 794.66 ft. along the North Side of the public road to a point, thence North 17°20' East a distance of 824.1 ft. along the East Boundary of Parcel No. 11A to a point, thence South 71°04' West a distance of 1705.0 ft. along the North boundary of parcel No. 11A to the point of origin.

(Dated 5/23/77 and Revised February 11, 1983).

CONTINUATION SHEET NO. 12


Herman E. Richardson
Commissioner

February 28, 1983


Russel B. Johnson
VICORP Representative
Successor

The area embraced by this traverse is 190.665 U.S. Acres.

All bearings are Magnetic.

All distances are in U. S.

All references are to P.W.D. Drawing No. 1625JA dated May 23, 1977 and revised February 11, 1983.

Parcel No. 16 of VICORP Lands according to drawing No. 1625-C, on file in the office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at a point 16, the South West corner of the parcel is tied to a point in the center line of the public road at Adventure to the Airport on a bearing (true) of North 80 degrees 16 minutes East a distance of 25.31 ft. the line runs:

North 18 degrees 45 minutes West a distance of 1591.2 ft. along the East side of the Public Road to a point, the North West corner of the parcel, thence

North 57 degrees 53 minutes East a distance of 765.53 ft. to a point, thence

North 73 degrees 06 minutes East a distance of 366.5 ft. to a point, the North East corner of the parcel, thence

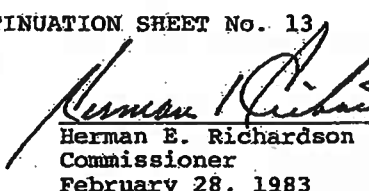
South 20 degrees 47 minutes East a distance of 887.35 ft. to a point, which is tied to the North East corner of Zion Kapel on a bearing of South 4 degrees 47 minutes West a distance of 240.0 ft., thence

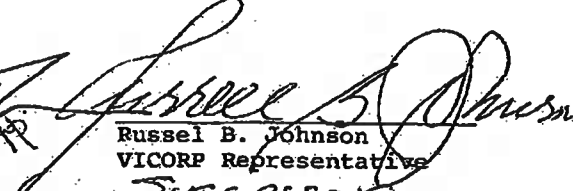
North 80 degrees 23 minutes East a distance of 346.1 ft. to a point thence

South 19 degrees 03 minutes East a distance of 310.65 ft. to a point, thence

(Dated 5/23/77 and Revised February 11, 1983).

CONTINUATION SHEET No. 13


Herman E. Richardson
Commissioner
February 28, 1983


Russel B. Johnson
VICORP Representative
Successor

South 38 degrees 46 minutes East a distance of 156.5 ft. to a point, thence

South 18 degrees 07 minutes East a distance of 607.5 ft. to a point, the South East corner of the parcel, thence

South 80 degrees 38 minutes West a distance of 990.5 ft. to a point, thence

South 80 degrees 16 minutes West a distance of 586.8 ft. to the point of origin.

EXCEPT that portion of the above described Parcel No. 16 which is contained within the boundaries of Parcel No. 35AA & 35AB Zion Kapel according to drawing No. 1625-C and more particularly described as follows:

Beginning at the North East corner of the parcel which is tied to a point on the East boundary of Parcel No. 16 of VICorp Lands on a bearing (true) of South 4 degrees 47 minutes West and a distance of 240.0 feet from said point, the line runs:

South 18 degrees 45 minutes East a distance of 80.34 feet, to a point, the South East corner of the parcel; thence

In a South Westerly direction for a distance of 38.11 feet, to a point; thence

In a South Westerly direction for a distance of 41.6 feet, to a point, the South West corner of the parcel; thence

In a North Westerly direction for a distance of 79.82 feet, to a point, the North West corner of the parcel; thence

In a North Easterly direction for a distance of 45.32 feet, to a point; thence

In a North Easterly direction for a distance of 33.99 feet, to the point of origin.

With an area of said Parcel No. 16 of 56.10 U.S. Acres.

Parcel No. 18 of VICORP lands according to drawing No. 1625-L, on file in the Office of the Public Works Department, Government of the Virgin Islands, more particularly described as follows:

Beginning at point 18, the South West corner of the Parcel is situated on the East side of the Public road to Bethlehem Sugar Factory and tied to a point in the center of the road on a bearing (true) of South 69 degrees 34 minutes West, a distance of 18.0 feet, the line runs:

North 20 degrees 26 minutes West a distance of 543.7 feet along the East side of the public road to a point on the West side of the 36 ft. public road, which runs through Parcel No. 18 of VICorp Lands, thence

North 16 degrees 44 minutes East a distance of 111.0 feet to a point; thence

North 23 degrees 33 minutes West a distance of 1011.1 feet along the West boundary of Parcel No. 9 of VICorp Lands to a point, the North West corner of the parcel; thence

North 66 degrees 28 minutes East a distance of 82.1 feet to a point in the center line of the 36 ft. public road which runs through Parcel No. 18 of VICorp Lands; thence

North 66 degrees 26 minutes East a distance of 462.9 feet to a point; thence

South 75 degrees 34 minutes East a distance of 980.0 feet to a point; thence

South 18 degrees 48 minutes East a distance of 390.0 feet to a point; thence

North 74 degrees 05 minutes East a distance of 414.0 feet along the North side of the 36 ft. public road which runs through Parcel No. 18 of VICorp lands to a point; thence

South 20 degrees 03 minutes East a distance of 36.0 feet to a point; thence

South 20 degrees 03 minutes East a distance of 210.0 feet along the West boundary of the Church Plot at Bethlehem to a point; thence

South 43 degrees 56 minutes West a distance of 1024.9 feet along the North boundary of Parcel No. 6 of VICorp Lands to a point; thence

South 69 degrees 34 minutes West a distance of 360.0 feet to a point; thence

South 69 degrees 34 minutes West a distance of 482.0 feet to the point of origin.

With an area of said Parcel No. 18 of 45.542 U.S. Acres.

EXCEPT Parcel Number 11B (20.957 U.S. Acres) as shown on Subdivision of Plot Number 11 of VICORP Lands, as shown on Public Works Department Drawing Number 1625-JA, dated May 23, 1977.