

JACKSON HOLE PRESERVE,  
INCORPORATED

V.I.S 01-106, 01-107, 01-109,  
01-111, 01-112, 01-113, 01-11

to

UNITED STATES OF AMERICA

INDENTURE

3402  
1983

THIS INDENTURE, made as of September 30, 1983 between JACKSON HOLE PRESERVE, INCORPORATED, a not-for-profit corporation organized and existing under the laws of the State of New York and having its principal office at 30 Rockefeller Plaza, New York, New York ("Grantor"), and the UNITED STATES OF AMERICA, acting by the Secretary of the Interior through the Director of the National Park Service ("Grantee");

WITNESSETH: That for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged;

GRANTOR HEREBY GRANTS, SELLS, RELEASES, AND QUIT-CLAIMS to Grantee all of Grantor's right, title, and interest in and to the following premises (collectively the "Premises"):

(A) the land, including the landscaping, walkways, roads, road systems, and automobile parking areas situated thereon, described in Schedule A annexed hereto and made a part hereof, being a part of the premises conveyed by Caneel Bay, Inc. to Grantor by Deed dated December 29, 1977 and recorded January 24, 1978 as Document No. 158 in Volume 18-0 Page 121 in the Office of the Recorder of Deeds for the District of St. Thomas and St. John, Virgin Islands of the United States ("Prior Deed"), but exclusive of all other improvements thereon as excepted and reserved by Caneel Bay, Inc. in the Prior Deed (the "Improvements"); and

(B) the land constituting Parcel No. 52A Estate Caneel Bay Number 2, Cruz Bay Quarter, St. John, Virgin Islands, described in Schedule B annexed hereto and made a part thereof, being the premises conveyed by Gustov Stark and Charlotte Dean Stark to Grantor by deed dated January 31, 1962 and recorded February 5, 1962 as document number 236 in the office of the Recorder of Deeds for the District of St. Thomas and St. John, Virgin Islands of the United States, but exclusive of all improvements thereon;

TOGETHER WITH all right, title, and interest of Grantor in and to all rights, easements, privileges, rights-of-way, and appurtenances belonging or pertaining to the Premises or used in connection therewith or for the benefit thereof;

RESERVING, however, unto Grantor the exclusive right to use and occupy the Premises (the "Retained Use Estate") upon the following terms and conditions:

VIRGIN ISLANDS NP DEED NO. 64

1. Term of Retained Use Estate. Subject to the right of Grantor to terminate the Retained Use Estate pursuant to paragraph number 8 below, the Retained Use Estate shall continue for a term of forty (40) years from the date hereof.

2. Maintenance of Premises by Grantor Prior to Termination of Retained Use Estate. It is Grantor's expectation and intention that at some future time, to be determined by Grantor pursuant to the provisions set forth herein, the Retained Use Estate will be terminated and extinguished in order to carry out the longstanding objective of Grantor that the Premises ultimately be an integral part of the Virgin Islands National Park (the "Park") under the jurisdiction of the Secretary for the use and enjoyment by visitors to the Park of the outstanding scenic and other features of national significance located both within the Premises and in other areas of the Park. In keeping with this objective, Grantor agrees that, at all times prior to the termination of the Retained Use Estate pursuant to paragraph numbered 8 below Grantor will use and maintain the Premises in such a manner that will (a) be consistent with the preservation of such outstanding scenic and other features of national significance and (b) preserve the Premises to the extent feasible in their natural condition for the public benefit, enjoyment and inspiration, subject, however, to the right of Grantor to operate guest facilities for the accommodation of visitors to the Park on the Premises as provided for in paragraph numbered 3 below.

3. Grantor's Right to Operate or Provide for the Operation of Guest Facilities on the Premises. Consistent with its obligation with respect to the maintenance of the Premises set forth in paragraph numbered 2 above, Grantor intends, and shall have the right prior to any termination of the Retained Use Estate pursuant to paragraph numbered 8 below, to operate on the Premises guest facilities for the accommodation of visitors to the Park (including, without limitation, facilities for lodging and meals and other facilities and services of such types as may be appropriate for the accommodation of such visitors) and may conduct such related activities as Grantor deems advisable for the benefit of guests at such facilities. The operation of such guest facilities and conduct of such related activities may be carried on by Grantor either directly or through any subsidiary or indirectly through any other person selected by Grantor and in each case in such manner as Grantor deems necessary or advisable, without authoritative control or oversight by the Secretary, and prior to the termination of the Retained Use Estate pursuant to paragraph numbered 8 below Grantee shall have no responsibility with respect to the protection of visitors to the premises. Prior to any termination of the Retained Use Estate Grantor shall have sole discretion as to (a) the rates to be charged for the use of such facilities (including the rates for lodging, meals, and other facilities and services), (b) the location of such facilities and the nature, design, and construction thereof, (c) the determination of the persons to whom and the times at which such facilities are made available (provided, however, that the facilities shall be made avail-

able at all such times to all persons without discrimination or segregation on the ground of race, color, religion or national origin, in compliance with Section 201 of the Civil Rights Act of 1964), and (d) the addition to or removal or replacement of any facilities.

4. Grantor's Right to Add to and Alter Improvements. Grantor shall have the right to make, at its sole cost and expense and at any time, such additions, changes, renovations, and alterations, whether structural or otherwise, in or to the Premises and any improvements from time to time located on the Premises (including the Improvements) as Grantor shall, in its sole discretion, deem necessary or advisable.

5. Insurance to be Provided by Grantor. At all times prior to any termination of the Retained Use Estate pursuant to paragraph numbered 8 below Grantor, for the benefit of Grantor and Grantee, shall cause a policy or policies of public liability insurance to be maintained in respect of the Premises having limits of coverage which shall be not less than those maintained by or for the benefit of owners of real property in the United States Virgin Islands comparable in size and use to the Premises and such improvements. Grantor shall use its best efforts to cause Grantee to be named as a third party beneficiary as its interest may appear in each policy of public liability insurance so maintained.

6. Grantor's Right to Assign and Transfer, and to Mortgage, Retained Use Estate. Grantor may at any time without the approval of Grantee:

(i) assign and transfer the Retained Use Estate to any person (whether an individual, a corporation, or any other form of business entity); provided however, that any person to whom the Retained Use Estate may be assigned and transferred shall, simultaneously with such assignment and transfer, assume, by instrument in form and substance reasonably satisfactory to the Secretary, all of the obligations of Grantor set forth (a) in the second sentence of paragraph numbered 2 and in paragraph numbered 5 above and (b) if, simultaneously with such assignment and transfer by Grantor to such person of the Retained Use Estate, Grantor shall convey and transfer to such person all of its fee title in and to the improvements then located on the Premises (including the Improvements) title to which has not prior thereto been conveyed and transferred to Grantee, such person shall, by similar instrument, assume the obligations of Grantor in the second sentence of paragraph numbered 8, and upon such an assignment, transfer and assumption Grantor shall be relieved of all obligations hereunder; and

(ii) grant to any person (whether an individual, a corporation, or any other form of business entity) a mortgage or mortgages upon the Retained Use Estate and in connection therewith assign to the mortgagee(s) the Retained Use Estate. The mortgagee under any such mortgage shall not be personally liable for the obligations of Grantor hereunder unless and until the mortgagee becomes the owner of the Retained Use Estate and shall remain liable for such obligations only so long as it shall be the owner of the

Retained Use Estate. If Grantee is given the name and address of the mortgagee, Grantee shall give the mortgagee, by certified mail, a copy of any notice given by Grantee to Grantor of a default with respect to an obligation of Grantor hereunder. After receipt by the mortgagee of any such notice of default, the mortgagee shall be allowed such period of time as may be reasonably required to cure the default specified in such notice or to institute and complete proceedings for the foreclosure of such mortgage, and if the mortgagee is diligently proceeding to cure such default or to obtain possession of the Premises, neither Grantor nor Grantee shall terminate the Retained Use Estate. Upon a foreclosure of any such mortgage Grantee shall recognize the mortgagee or such other person or persons as may purchase the mortgagee's interest in the Retained Use Estate at a foreclosure sale as the owner of the Retained Use Estate. The mortgagee may be named as one of the insureds under fire and other hazard insurance policies maintained by Grantor with respect to the Premises and Improvements and any such mortgage may provide for the disposition of the proceeds under such insurance policies which may be otherwise payable directly to Grantor. So long as a mortgage of the Retained Use Estate is in effect, unless the mortgagee consents thereto, no provision herein relating to the Retained Use Estate shall be amended, the Retained Use Estate shall not be terminated, and fee title to the land and title to the Retained Use Estate shall not merge.

7. Appointment by Grantor of Operator of Guest Facilities. Grantor shall have the right at any time and from time to time to appoint any person (whether an individual, a corporation, or any other form of business entity) to operate the guest facilities now or hereafter located on the Premises for the accommodation of visitors to the Park and to oversee the management of the Premises and any improvements located thereon, and in such event the person so appointed shall enjoy all of the rights reserved to Grantor hereunder; provided, however, that in such event Grantor shall nevertheless remain liable for all of the obligations of the Grantor set forth herein. The Secretary, upon the acceptance of this Deed, hereby acknowledges that Caneel Bay, Inc., a U.S. Virgin Islands corporation having a principal office at Estate Caneel Bay, St. John, U.S. Virgin Islands, is on the date hereof the operator of the guest facilities now located at the Premises.

8. Termination by Grantor of Retained Use Estate. Grantor may, upon one (1) year's prior written notice mailed or delivered to the Secretary, terminate and extinguish the Retained Use Estate on a specified date (the "Termination Date"), provided, however, that the Termination Date shall not be prior to three (3) years from the date hereof. Such notice of termination shall include an offer by Grantor to convey and transfer to Grantee as of the Termination Date fee title in and to all improvements located on the Premises (including the Improvements) title to which has not previously been conveyed and transferred to Grantee, and shall be accompanied by the form of an instrument to effect such conveyance and transfer which Grantor will execute and deliver upon acceptance by Grantee of such offer. All mortgage liens on the Retained Use Estate and the Improvements must be satisfied or discharged prior to conveyance thereof

to Grantee. At any time after receipt of such notice of termination, but in no event later than one hundred eighty (180) days prior to the Termination Date, the Secretary shall mail or deliver to Grantor a written notice advising whether Grantee is willing to accept such conveyance and transfer. In the event that the Secretary (1) advises Grantor that Grantee is willing to accept such conveyance, and (2) determines, at any time within a period of one year following the termination of the Retained Use Estate by Grantor pursuant to this paragraph 8, that public accommodations, facilities, and services should continue to be made available to the public within the Park on the Premises by persons other than Grantee, the Secretary shall advise Grantor or its successors of such determination and shall provide a reasonable opportunity for Grantor, its subsidiaries, affiliates or successors to provide the same. For this purpose "reasonable opportunity" shall mean an opportunity, pursuant to the procedures then applicable, including competitive bidding, to provide the same in such form as is then generally utilized by Grantee to authorize public accommodations, facilities or services in areas operated as part of the national park system administered by Grantee.

TO HAVE AND TO HOLD the Premises in fee simple forever.

SUBJECT, HOWEVER, to existing covenants, easements, restrictions, and leases.

The Premises are conveyed upon the condition that if (A) the Premises or any part thereof shall at any time cease to be included within the Park or (B) in connection with a termination of the Retained Use Estate pursuant to paragraph numbered 8 above, Grantee shall have advised Grantor pursuant to the provisions of that paragraph that Grantee is not willing to accept a conveyance of fee title to the improvements located on the Premises (including the Improvements), then upon the occurrence of either such event (a) title to the Premises or such part thereof, as the case may be, shall revert, automatically and without further deed, to (i) Grantor or any successor to Grantor or (ii) if Grantor or such a successor shall not then exist, the National Park Foundation, a corporation incorporated under United States law, or any successor thereto or (iii) if said Foundation or such a successor shall not then exist, another organization selected by the Secretary which is exempt from United States income taxation and which is engaged primarily in the preservation and protection of land in its natural condition for the enjoyment of the general public (such corporation or other organization hereinafter referred to as the "Revertee"); and (b) Grantee shall execute and deliver to the Revertee an instrument, in form suitable for recordation and indexing in the appropriate recording system and in form and substance reasonably acceptable to the Revertee, referring to the aforesaid provision for automatic reversion of title and evidencing that one of the events described in the foregoing clauses (A) and (B) has occurred, and the Revertee shall have the right to reenter and repossess the Premises, or such part thereof, and shall have all rights of ownership with respect thereto.

This conveyance is by way of gift, without consideration except the nominal consideration hereinabove recited, and is made without warranty of any kind. This Indenture shall be effective as of September 30, 1983.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of the day and year first above written.

(CORPORATE SEAL)

JACKSON HOLE PRESERVE,  
INCORPORATED

Franklin E. Parker  
Secretary

By: Pamela S. Rockefeller  
President

Signed, sealed and delivered  
in the presence of:

Clayton W. Foye, Jr.  
Richard P. Holman

State of New York  
County of New York; ss.:

On this 13<sup>th</sup> day of September, 1983 before me appeared LAURANCE J. ROCKEFELLER to me personally known, who, being duly sworn, did say that he is the President of Jackson Hole Preserve, Incorporated, a corporation, and that the seal affixed to this instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees, and said President acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 13<sup>th</sup> day of September, 1983.

(NOTARY SEAL)

Ruth C. Haupt  
NOTARY PUBLIC  
RUTH C. HAUPERT  
Notary Public, State of New York  
No. 41-4640601

Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1985

NOTED IN THE PUBLIC SURVEYOR'S RECORD  
FOR COUNTRY PROPERTY, BOOK FOR  
ESTATE CANEEL BAY, NO. 8  
CRUZ BAY QUARTER, ST. JOHN,  
VIRGIN ISLANDS.

OFFICE OF PUBLIC SURVEYOR  
ST. THOMAS, VI  
Louis M. Harrigan  
PUBLIC SURVEYOR  
Oct 1983

RECORDED IN THE RECORDER'S OFFICE FOR THE DISTRICT  
OF ST. THOMAS AND ST. JOHN, VIRGIN ISLANDS OF THE U.S.A.  
BOOK 242, PAGE 339 SUB NO. 340 AND ENTERED IN  
THE REAL (PERSONAL) PROPERTY REGISTER FOR  
QUARTER NO. 350 \* 304  
DATE October 4 1983  
Marie T. Bass  
DISTRICT RECORDER OF DEEDS

RECORDER OF DEEDS  
\*03 OCT 4 AM 11 28

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WASHINGTON

The within Indenture is hereby agreed to and accepted on behalf of the United States of America, Department of the Interior, National Park Service, by the Director, Russell E. Dickenson, under the authority contained in the Act approved August 2, 1956 (70 Stat. 940) and pursuant to the Authority delegated in the Department Manual, Part 245 DM 1.1 A.

Dated: *Sept. 22*, 1983

*Russell E. Dickenson*  
Russell E. Dickenson, Director,  
National Park  
Service

SCHEDULE A

Land situated in the Island of St. John, U.S. Virgin Islands, described as

Remainder of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V.I. containing 127.7 acres, more or less, as shown on P.W.D. F9-122-T56 dated November 15, 1956, and more particularly described as follows:

Beginning at the Bound Post of the Right of Way Line at Station 30 plus 68.0, on the North side of the Public Road from Cruz Bay to Caneel Bay, the line runs North 4 degrees 19 minutes West a distance 239.2 feet, more or less, along Parcel No. 13, to a bound post; thence turning and running North 63 degrees 46 minutes West a distance of 237.2 feet, more or less, along Parcel No. 13, to a bound post; thence turning and running North 24 degrees 00 minutes West a distance of Ca 84 feet, to the sea; thence turning and running in a general northeasterly direction a distance of Ca 5920 feet, along the sea, to the Southwesterly corner of Parcel No. 20 Estate Caneel Bay, thence turning and running South 87 degrees 05 minutes East a distance of 40 feet, more or less, along Parcel No. 20, to a bound post; thence turning and running South 87 degrees 05 Minutes East a distance of 193.4 feet, more or less, along Parcel No. 20; thence turning and running South 83 degrees 03 minutes East a distance of 260.0 feet, more or less, to a bound post; thence turning and running in a general southerly direction a distance of Ca2092 feet along the Right of Way to Hawknest Point, to the intersection of the right of way with the Public Road Right of Way from Caneel Bay to Trunk Bay; thence turning and running along the last mentioned right of way, in a general southerly direction a distance of Ca 1270 feet to a point on the right of way at Station 80 plus 69.0 feet of the Public Road from Cruz Bay to Caneel Bay; thence along this right of way to the point of beginning.

The above bounded tract contains 127.7 acres, more or less.

EXCEPTING AND RESERVING, however, from said Remainder of Estate Caneel Bay No. 8 Cruz Bay Quarter, Parcel No. "A", Estate Caneel Bay, 8 Cruz Bay Quarter, St. John, Virgin Islands, as delineated on Public Works Drawing No. G3-110-T64, comprising 2,456 square feet more or less, being the premises conveyed by Caneel Bay Plantation Inc. to Government of the Virgin Islands by Quitclaim Deed dated August 22, 1966, recorded July 5, 1967 in Book 8-W, page 382, as Document No. 3262/1967, in exchange for which parcel the Government of the Virgin Islands quitclaimed an area of public road designated as Parcel "C" in PWD G3-110-T64, dated October 16, 1964, comprising an area of 1,300 square feet, more or less, by deed dated June 1, 1967, recorded July 5, 1967, in Book 8-W, page 384, as Document No. 3261/1967. The said Parcel "C" is hereby included as a portion of the Premises.

All distances are in English Feet, and all bearings are related to the survey of Caneel Bay as shown on P.W. Drawing B-3-120 T-39, dated August 11, 1939, except the bearings along Parcel No. 20, which are related to the survey of Parcel 20.



Parcel No. 9 of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V.I. containing 6.17 acres, more or less, as shown on P.W.D. D9-125-T56 dated November 11, 1956 and more particularly described as follows:

Beginning at a bound post on the north side of the Public Road from the Caneel Bay - Trunk Bay Road to the Center Line Road, the line runs in a general southeasterly direction a distance of Ca 710 feet, along the Public Road, to a bound post, the straight line bearing and distance between these points being South 26 degrees 54 minutes East a distance of 671.8 feet, more or less; thence turning and running in a general southernly and easternly direction a distance of Ca 855 feet, along the Public Road, to a bound post, the straight line bearing and distance between these points being South 42 degrees 35 minutes East a distance of 788.5 feet, more or less; thence turning and running North 26 degrees 38 minutes East a distance of 82.1 feet, more or less, along the Public Road, to a bound post; thence turning and running North 11 degrees 50 minutes East a distance of 100.0 feet, more or less, to a bound post; thence turning and running North 14 degrees 04 minutes West a distance of 229.5 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running South 25 degrees 13 minutes West a distance of 50.0 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 47 degrees 42 minutes West a distance of 370.4 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running by the following courses and distances; North 37 degrees 43 minutes West - 106.1 feet, more or less; North 4 degrees 45 minutes West, 175.4 feet, more or less; North 47 degrees 28 minutes West - 326.2 feet, more or less; North 58 degrees 31 minutes West - 158.3 feet, more or less; North 77 degrees 29 minutes West - 91.4 feet, more or less, along Parcel No. 8 to the point of beginning.

The above bounded Parcel contains 6.17 acres, more or less.

All distances are in English feet, and all bearings are related to the survey of Parcel No. 20 Estate Caneel Bay.

Parcel No. 10 of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V.I. containing 0.584 acre more or less as shown on P.W.D. F9-119-T56 dated November 15, 1956 and more particularly described as follows:

Beginning at a bound post at the intersection of the Public Roads, from Cruz Bay to Trunk Bay and the Road from this Road to the Public Road, the line runs South 13 degrees 42 minutes West a distance of 143.5 feet, more or less, along the Public Road to a bound post; thence turning and running South 14 degrees 25 minutes East a distance of 33.3 feet, more or less, along the Public Road, to a bound post; thence turning and running South 46 degrees 53 minutes East a distance of 103.7 feet, more or less, along the Public Road, to a bound post opposite to Station 80 plus 69.0 on the relocation of the Public Road from Cruz Bay to Caneel Bay, thence turning and running South 38 degrees 55 minutes East a distance

of 50.0 feet, more or less, along the Public Road, to a bound post; thence turning and running North 64 degrees 59 minutes East a distance of 14.9 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 4 degrees 28 minutes East a distance of 191.4 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 52 degrees 33 minutes West a distance of 139.4 feet, more or less, along the Public Road to the Center Line Road, to the point of beginning.

The above bounded tract contains 0.584 acres, more or less.

All distances are in English feet, and all bearings are related to the Survey of Parcel No. 20 Estate Caneel Bay.

Parcel No. 11 of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V. I. containing 1.594 acres, more or less, as shown on P.W.D. P9-121-T56 dated November 15, 1956 and more particularly shown as follows:

Beginning at a bound post of the south side of the Public Road from Cruz Bay to Caneel Bay and opposite Station 70 plus 76.0, the line runs South 55 degrees 08 minutes East a distance of 322.9 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running South 71 degrees 58 minutes East a distance of 214.0 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 58 degrees 44 minutes East a distance of 67.7 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 30 degrees 18 minutes West a distance of 260.2 feet, more or less, along Parcel No. 8, to a bound post; thence turning and running North 54 degrees 44 minutes West a distance of 99.9 feet, more or less, to a bound post opposite to Station 74 plus 02.0 on the Center Line of the Public Road from Cruz Bay to Caneel Bay; thence along the Right of Way in a general Westerly direction to the point of beginning.

The above bounded tract contains 1.594 acre, more or less.

All distances are in English feet, and all bearings are related to the Survey of Parcel No. 20 Estate Caneel Bay.

Parcel No. 20 of Estate Caneel Bay (formerly Parcel No. 8) No. 8 Cruz Bay Quarter, St. John, V. I. containing 9.3 acres, more or less, as shown on P.W.D. D9-25-T51 dated April 2, 1951, and more particularly described as follows:

Parcel No. 20, formerly Parcel No. 8 consisting of two lots separated by a 25-ft. right of way, one bounded by a line starting at a tree growing on the rocks at the Northend of the beach and following a fence running South 40 degrees 18 minutes West for a distance of 64.8 feet, more or less; thence South 19 degrees 34 minutes West for a distance of

58.3 feet, more or less; thence South 13 degrees 11 minutes West for a distance of 61.1 feet, more or less, to a concrete bound post; thence North 83 degrees 03 minutes West for a distance of 159.2 feet, more or less, to a concrete bound post; thence North 3 degrees 09 minutes West for a distance of 256.2 feet, more or less, to a concrete bound post; thence on a curve to the right of 95-ft. radius for a distance of 69.5 feet, more or less, to a concrete bound post; thence North 38 degrees 40 minutes East for a distance of 57.6 feet, more or less, to a concrete bound post and thence South 40 degrees 59 minutes East for a distance of 291.3 feet, more or less, to the point of beginning. The second lot is bounded by a line starting at a concrete bound post, a distance of 25.4 feet, North 83 degrees 03 minutes West from the second bound post mentioned in the preceding paragraph and runs North 83 degrees 03 minutes West for a distance of 260.0 feet, more or less, to a concrete bound post; thence North 87 degrees 05 minutes West for a distance of 193.4 feet, more or less, to a concrete bound post and through that bound post in the same direction for a distance of approximately 40 feet to the water's edge; thence following the water's edge in a northerly and then in a southeasterly direction for a distance of approximately 860 feet, and thence southwesterly for a distance of approximately 25 feet to a concrete bound post at the top of the bank;

thence South 41 degrees 50 minutes East for a distance of 76.4 feet, more or less, to a concrete bound post; thence following approximately the shoreward edge of a line of sea grape trees, North 76 degrees 24 minutes East for a distance of 173.3 feet, more or less, and then North 57 degrees 55 minutes East for a distance of 199.5 feet, more or less, to a concrete bound post; thence South 70 degrees 11 minutes East for a distance of 144.6 feet, more or less, to a concrete bound post; thence South 40 degrees 59 minutes East for a distance of 230.7 feet, more or less, to a concrete bound post; thence South 38 degrees 40 minutes West for a distance of 60.8 feet, to a concrete bound post; thence on a curve to the left of 120-ft. radius a distance of 82.7 feet, more or less, to a concrete bound post and thence South 3 degrees 09 minutes East for a distance of 252.2 feet, more or less, to the point of beginning.

The whole parcel contains an area of 9.3 acres, more or less.

Parcel No. 21 of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V.I., containing 0.85 acres, more or less, as shown on P.W.D. G9-44-T51 dated June 27, 1951, revised September 30, 1951 and more particularly described as follows:

Beginning at the bound post at the Northwestern corner of Parcel No. 22, Estate Caneel Bay the line runs in a general Northerly direction a distance of 356 feet, more or less, along an access road to a bound post; thence turning and running South 83 degrees 05 minutes East a distance of 152 feet, more or less, along a 15 foot freeway to a bound post; thence turning and running in a general Southerly direction

1.42  
.95  
2.37

a distance of 280 feet more or less, along a line 20 feet above high water mark to a concrete post; thence turning and running South 70 degrees 40 minutes West a distance of 143.5 feet, more or less, along Parcel 22 Caneel Bay to the point of beginning.

The above bounded tract contains 0.85 acres, more or less.

All distances are in English feet as determined by the stadia method and all bearings are related to the magnetic meridian.

Parcel No. 22 of Estate Caneel Bay, No. 8 Cruz Bay Quarter, St. John, V.I., containing 1.42 acres more or less, as shown on P.W.D. G9-45-T51 dated June 27, 1951 and more particularly described as follows:

Beginning at the boundpost at the Southeast corner of Parcel No. 21 of Estate Caneel Bay, the line runs in a general Southeasterly direction along the brush line, a distance of 205 feet, more or less, to a concrete boundpost, thence turning and running South 54 degrees 45 minutes West a distance of 273 feet, more or less, to a boundpost; thence turning and running North 36 degrees 20 minutes West a distance of 157 feet, more or less, along parcel No. 23 to a boundpost; thence turning and running in a general Northeasterly direction along the access Road a distance of 195 feet, more or less, to a boundpost;

thence turning and running North 70 degrees 40 minutes East a distance of 143.5 feet, more or less, along Parcel No. 21 to the point of beginning.

The above bounded tract contains 1.42 acres, more or less.

All distances are in English feet as determined by the Stadia method and all bearings are related to the magnetic meridian.

SCHEDULE B

Land situated in the Island of St. John,  
U. S. Virgin Islands, described as Parcel No. 52A Estate  
Caneel Bay, No. 2 Cruz Bay Quarter, as shown on P.W.D.  
D9-289-T61 dated December 6, 1961 and more particularly  
described as follows:

Beginning at a bound post situated south 77 degrees  
13 minutes east, a distance of 188.0 feet more or less from  
a bound post at the southwest corner of Lot No. 52, the  
line runs north 12 degrees 52 minutes east, a distance of  
185.4 feet more or less to a bound post; thence continuing  
in the same direction a distance of 2.1 feet more or less  
to a point; thence turning and running south 76 degrees  
37 minutes east, a distance of 235.3 feet more or less to  
a bound post; thence turning and running south 12 degrees  
30 minutes 30 seconds west, a distance of 185.1 feet  
more or less to a bound post; thence turning and running  
north 77 degrees 13 minutes west, a distance of 236.45 feet  
more or less to the point of beginning.

The above bounded tract contains 1.00 acres more  
or less.

REORDER OF DEEDS  
83 OCT 4 AM 11 28

dg



# United States Department of the Interior

OFFICE OF THE SOLICITOR  
SOUTHEAST REGIONAL OFFICE  
Richard B. Russell Federal Building  
75 Spring Street, S.W.  
Atlanta, Georgia 30303



IN REPLY REFER TO:

NPS.SE.0220  
86-10-3347  
KRF:bfh  
LA-10

January 13, 1987

## MEMORANDUM

TO: Thomas W. Piehl, Chief, Land Resources Division,  
NPS, Southeast Region

FROM: Roger Sumner Babb, Regional Solicitor, Southeast Region

SUBJECT: Final Title Opinion

File No.: Tract No.: 01-106, 01-107,  
01-109, 01-111, 01-112,  
01-113 and 01-114

Project: Virgin Islands National Park  
Island of St. John U.S. Virgin Islands  
Acreage: 148.618 Consideration: Donation  
Estate Acquired: Fee Simple  
Vendors: Jackson Hole Preserve, Incorporated

Deed Dated: 9/30/83 Filed: 10/4/83  
Recorded in Book: 24Z Page: 359  
Title Evidence No.: 55 009 05 00027 and  
55 0007 05 000001 (TR. 01-111)

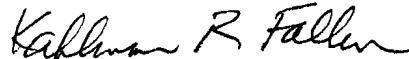
Prepared by: Chicago Title Insurance Company

An examination has been made of the title evidence and the related papers pertaining to certain land and interests therein which have been acquired under the authority of existing legislation. The land and estate acquired by the United States of America are more particularly described in the attached deed.

The attached final title evidence and accompanying data disclose valid title to be vested in the United States of America, subject to existing easements for public roads and highways, rights of way for railroads, pipelines and public utilities, the rights and easements noted in Schedule B of the attached title evidence and any reservations contained in the deed and option, which rights,

easements and reservations, if any, are in compliance with existing statutes and are such as the agency has advised will not interfere with the proposed use of the land.

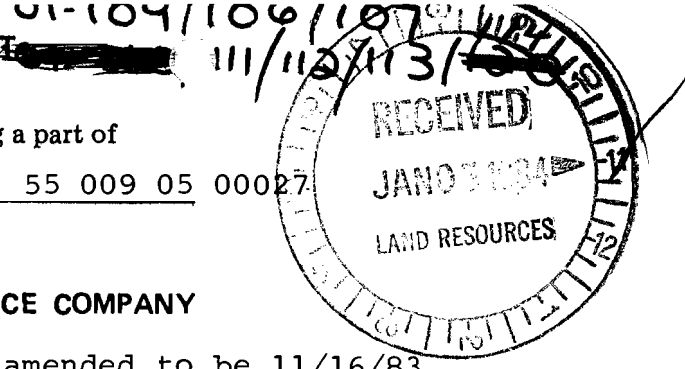
Sincerely yours,

Handwritten signature of Kallman R. Fuller in cursive script.

For: Roger Sumner Babb  
Regional Solicitor

Enclosures

ENDORSEMENT



Attached to and forming a part of  
U.S. ALTA Owners Policy No. 55 009 05 00027

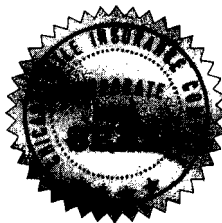
Issued by  
**CHICAGO TITLE INSURANCE COMPANY**

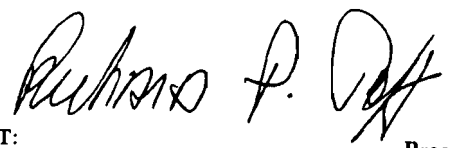
1. The effective date of this policy is amended to be 11/16/83.
2. The amount of insurance is amended to be \$1,000,000.00
3. Schedule A Item 1 is amended to read: Fee simple, but subject to a "Retained Use Estate" stated to be for a period of forty years, as set forth within the indenture by which the insured acquired title.
4. Schedule A Item 2 is amended to read: The United States of America
5. Schedule B Items 5&6 are amended to read: (Effects "Retained Use Estate" only) Modification of First and Second Mortgages and notes among Jackson Hole Preserve, Inc., Caneel Bay, Inc., and Connecticut General Life Insurance Company, recorded 10/4/83 at Book 24-Z, Page 315 as Document No. 3404.
6. Schedule B Item 7 is amended to read: A "Retained Use Estate" in favor of Grantor stated to be for a period of forty years, as set forth in an indenture dated 9/30/83 from the Jackson Hole Preserve, Inc. in favor of the insured, recorded 10/4/83 at Book 24-Z, Page 359 as Document No. 3402. This policy insures title to the land, including the landscaping, walkways, roads, road systems, and automobile parking areas situated and on, but does not cover other improvements as more specifically excepted in the aforesaid Deed.
7. Schedule B Item 8 is amended to read: Real property taxes for the years 1979 through 1982. This policy insures the insured herein against loss or damage, including attorney's fees and costs of defense,

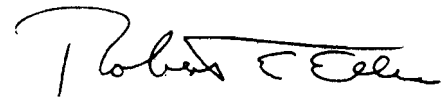
This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as shown on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

**CHICAGO TITLE INSURANCE COMPANY**

  
Authorized Signatory



ATTEST:   
President.

  
Secretary.

*Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.*



**SCHEDULE B**Policy Number 55 009 05 00027

Owners

This policy does not insure against loss or damage by reason of the following exceptions:

**GENERAL EXCEPTIONS**

- Governmental Powers** 1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against: (a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force (including building and zoning ordinances), limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.
- Matters Not of Record** 2. The following matters which are not of record at the date of this policy are not insured against: (a) rights or claims of parties in possession not shown of record; (b) questions of survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.
- Matters Subsequent to Date of Policy** 3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.
- Refusal to Purchase** 4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

**SPECIAL EXCEPTIONS**

5. Mortgage dated 10/13/67 from Caneel Bay Plantation, Inc. to Connecticut General Life Insurance Co., recorded 12/21/67, Book 9-F, Page 370, Doc. No. 5070.
6. Mortgage dated 3/24/69 from Caneel Bay Plantation, Inc. to Connecticut General Life Insurance Co., recorded 4/9/69, Book 10-N, Page 76, Doc. No. 6252.
7. The premises insured are possibly subject to those certain conditions, reservations, and rights reserved to Jackson Hole Preserve Incorporated, and to the United States of America, as more specifically set forth in the Indenture from Jackson Hole Preserve Incorporated to the United States of America, by which the herein described premises will be conveyed and the date of which Indenture is not now available for insertion herein.
8. Real Property Taxes for the years 1979, 1980 and 1981, for all of the herein described properties, together with interest and penalties.