

BILL NO. 34-0192

THIRTY-FOURTH LEGISLATURE OF THE VIRGIN ISLANDS

Regular Session

2022

An Act approving the Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement, and the Virgin Islands Waste Management Authority for: (1) Parcel No. 73C Estate Concordia, West End Quarter, St. Croix, (2) a portion of Parcel No. 10-B VICORP Lands, King Quarter, St. Croix, Virgin Islands and (3) a portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix, to construct and operate a solid waste convenience center on each parcel

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WHEREAS, on December 1, 2021, the Executive Director of the Virgin Islands Waste Management Authority, Roger E. Merritt, Jr., executed the Lease Agreement between the Government of the Virgin Islands and the Virgin Islands Waste Management Authority;

WHEREAS, on December 14, 2021, the Commissioner of the Department of Property and Procurement, Anthony D. Thomas, executed the Lease Agreement between the Government of the Virgin Islands and the Virgin Islands Waste Management Authority;

WHEREAS, on December 28, 2021, the Governor of the Virgin Islands, Albert Bryan, Jr., approved the Lease Agreement between the Government of the Virgin Islands and the Virgin Islands Waste Management Authority;

WHEREAS, the Virgin Islands Waste Management Authority will be leasing the following parcels: (1) Parcel No. 73C Estate Concordia, West End Quarter, St. Croix, Virgin Islands, consisting of 64,677.888 U.S. sq. ft. or 1.4848 U.S. acres of land, more or less, as shown on PWD Drawing No. 2217 dated September 30, 1966, and revised May 5, 1991; (2) a portion of Parcel No. 10-B VICORP Lands, King Quarter, St. Croix, Virgin Islands, consisting of 117,612 U.S. sq. ft. or 2.7 U.S. acres of land, more or less, as shown on OLG Drawing NO. D9-6528-C016, dated October 7, 2016; and (3) a portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix, Virgin Islands, consisting of 65,340 U.S. sq. ft. or 1.5 U.S. acres of land, more or less, as shown on P.W.D. Drawing No. 890, revised March 21, 1960, to construct and operate a operate solid waste convenience center on each parcel, for an initial rental term of 25 years, with an option to renew for three 25-year terms, at an annual rent of \$1,200 per parcel, to construct and operate a solid waste convenience center on each parcel;

WHEREAS, rent will be \$1,200, per annum, per parcel, payable in monthly installments of \$100 per parcel, for a total annual rent of \$3,600; and

WHEREAS, title 31 Virgin Islands Code, chapter 21, section 205, subsection (c) provides that in addition to the Governor's approval of any lease, the Legislature of the Virgin Islands must approve all leases exceeding a term of one year; Now, Therefore,

Be it enacted by the Legislature of the Virgin Islands:

SECTION 1. Pursuant to title 31 Virgin Islands Code, section 205, subsection (c), the Legislature of the Virgin Islands approves the Lease Agreement between the Government of the Virgin Islands, acting through its Commissioner of the Virgin Islands Department of Property and Procurement, and the Virgin Islands Waste Management Authority for a term of 25 years, with an option to renew the Lease for three additional 25-year terms, with an annual rent of \$1,200 per parcel, for a total annual rent of \$3,600 to construct and operate a solid waste convenience center on each of the following three parcels of land:

(1) Parcel No. 73C Estate Concordia, West End Quarter, St. Croix, Virgin Islands, consisting of 64,677.888 U.S. sq. ft. or 1.4848 U.S. acres of land, more or less, as shown on PWD Drawing No. 2217 dated September 30, 1966, and revised May 5, 1991;

(2) A portion of Parcel No. 10-B VICORP Lands, King Quarter, St. Croix, Virgin Islands, consisting of 117,612 U.S. sq. ft. or 2.7 U.S. acres of land, more or less, as shown on OLG Drawing NO. D9-6528-C016, dated October 7, 2016; and

(3) A portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix, Virgin Islands, consisting of 65,340 U.S. sq. ft. or 1.5 U.S. acres of land, more or less, as shown on P.W.D. Drawing No. 890, revised March 21, 1960.

Thus passed by the Legislature of the Virgin Islands on July 20, 2022.

Witness our Hands and Seal of the Legislature of the Virgin Islands this 27th Day of July, A.D., 2022.




Donna A. Efft-Gregory
President



Genevieve R. Whitaker
Secretary

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

And

VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY

- PREMISES: (a) Parcel No. 73C Estate Concordia, West End Quarter, St. Croix, United States Virgin Islands, consisting of 64677.888 U.S. sq. ft. or 1.4848 U.S. acres of land more-or-less;
- (b) A portion of Parcel No. 10-B VICORP Land, King Quarter, St. Croix United States Virgin Islands, consisting of 117,612 U.S. sq. ft. or 2.7 US acres of land more-or-less; and
- (c) A portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix, United States Virgin Islands, consisting of 65,340 U.S. sq. ft. or 1.5 U.S. acres of land, more-or-less.

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THIS LEASE made this _____ day of _____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of the Department of Property and Procurement, hereinafter "Lessor" or "Government" and **VIRGIN ISLANDS WASTE MANAGEMENT AUTHORITY**, whose Mailing Address is #252 Estate Glynn, Kingshill, St. Croix, U. S. Virgin Islands 00850, hereinafter "Lessee".

WITNESSETH:

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

ARTICLE I

PREMISES AND USE

- 1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor the following Premises, to wit:
- (a) Parcel No. 73C Estate Concordia, West End Quarter, St. Croix, United States Virgin Islands, consisting of 64,677.888 U.S. sq. ft. or 1.4848 U.S. acres of land more-or-less, as shown on PWD Drawing No. 2217 dated September 30, 1966, and revised May 5, 1991 to further delineate the property, a copy of which is attached hereto and made a part hereof as Exhibit "A," which is zoned "R-3" (hereinafter the "Premises A"); and
 - (b) A portion of Parcel No. 10-B VICORP Land, King Quarter, St. Croix United States Virgin Islands, consisting of 117,612 U.S. sq. ft. or 2.7 US acres of land more-or-less. Parcel No. 10-B VICORP Land, King Quarter, St. Croix United States Virgin Islands as shown on OLG Drawing No. D9-6528-C016, dated October 7, 2016, a copy of which is attached hereto and made a part hereof as Exhibit "B", which is zoned "A-1" with further delineation of the Premises subject to this Lease outlined in MapGeo Image attached hereto and made a part hereof as Exhibit "C" (hereinafter "Premises B"); and
 - (c) A portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix United States Virgin Islands, consisting of 65,340 U.S. sq. ft. or 1.5 U.S. acres of land more-or-less. Parcel No. 1 Estate Cotton Valley is shown on P.W.D. Drawing No. 890, revised March 21, 1960, a copy of which is attached hereto and made a part hereof as Exhibit "D", which is zoned "R-2", with further delineation of the Premises subject to this Lease outlined in MapGeo Image attached hereto and made a part hereof as Exhibit "E" (hereinafter Premises C").

Collectively Premises A, Premises B, and Premises C shall be referred to as the Premises.

Lessee's Initials: REM

- 1.02 **Use:** The Lessee shall use the hereby Premises for constructing and operating solid waste convenience centers thereon, and for no other purpose. Said use is contingent on the Lessee obtaining and maintaining the required permits and licenses for the operation of same as required in Paragraph 10.16.

ARTICLE II

TERM

- 2.01 **Term:** The term of this Lease shall be for a period of Twenty-Five (25) years (“Initial Term”) commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands (“Commencement Date”).
- 2.02 **Options:** If Lessee is not in default in the performance of any material condition this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for three (3) additional Twenty-Five (25) year optional terms, by giving written notice of such renewal of at least sixty (60) days prior to the expiration of the Initial Term or renewal term.
- 2.03 **Failure to Give Possession:** The Lessor shall not be liable for failure to give possession of the Premises upon the commencement date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other person wrongfully in possession of the Premises; in such event the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

ARTICLE III

RENT

- 3.01 **Annual Rent:** For Premises A, the Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. For Premises B, the Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. For Premises C, the Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. Thus, the combined Annual Rent shall be **Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00)** during the term of this Lease. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1st) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Premises is granted to the Lessee at a date after the first (1st) of the month, then in such event the rent for such first (1st) month shall be

prorated. If any installment of Annual Rent is not received after thirty (30) days when payment is due it shall bear interest at the rate of five percent (5%) per month from the date when the same was due per the term of this Lease until paid by Lessee.

The Annual Rent shall be paid at Lessor's office at #3274 Estate Richmond, St. Croix, Virgin Islands 00820, together with any other sum due as additional rent as provided herein.

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

ARTICLE IV

IMPROVEMENTS

4.01 Improvements: Lessee shall construct Solid Waste Convenience Centers on the Premises. Lessee will not erect any improvements on the Premises or alter the Premises in any way without the prior written consent obtained in each and every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary.

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

4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.

4.03 Location and Improvements: Solid Waste Convenience Centers and associated improvements will be located at (a) Parcel No. 73C Estate Concordia, West End Quarter; (b) a Portion of Parcel No. 10-B VICORP Land, King Quarter, St. Croix, United States, Virgin Islands; and (c) a Portion of Parcel No. 1 Estate Cotton Valley, East End Quarter, St. Croix United States Virgin Islands.

4.04 Repairs by Lessee: Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said Premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this section shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.

REM

4.05 **Excavation and Sorting:** If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Premises, Lessee either:

a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damage and support the same by proper foundation, or

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

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

ARTICLE V

MECHANIC'S LIEN

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

ARTICLE VI

INSURANCE AND INDEMNITY

6.01 **Indemnity:** Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (except such as result from the negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the

Premises leased herein or occurring in, on or about said Premises or any adjacent area under the exclusive control of the Lessee or arising directly or indirectly from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

- 6.02 Fire and Extended Coverage by Lessee: Lessee shall keep all subsequently constructed buildings on the Premises insured against loss or damage by fire with the usual extended coverage endorsement, in amounts not less than eighty (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall be delivered to the Lessor within thirty (30) days of receiving its Occupancy Certificates for the buildings constructed on the Premises. All such policies shall name Lessor as a loss payee for the full insured amount.

ARTICLE VII

ENTRY BY LESSOR

- 7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them to prospective purchasers, lenders, or lessees.
- 7.02 Easement for Pipes and Water Storage Tank Facility: Lessee shall permit Lessor or its designees to use, maintain and repair pipes, water storage tank facility, cables, and wires, on or existing through the property as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

ARTICLE VIII

CONDEMNATION

- 8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents, and date of the notice received, which shall include:
- a. Notice of Intent and Taking.
 - b. Service of any legal process relating to condemnation of the Premises for improvements.

- c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 **Rights of Lessor and Lessee:** Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.
- 8.03 **Taking of Leasehold:** Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract, or final order of condemnation.
- 8.04 **Total Taking:** Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.
- 8.05 **Partial Taking:** Upon a partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon a partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days' notices to Lessor.

ARTICLE IX

CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

- 9.01 **Cancellation:** This Lease shall be subject to cancellation by Lessor in the event Lessee shall:
- A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified Lessee in writing that payment was not received when due.
 - B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property.
 - C. Make any general assignment for the benefit of creditors.
 - D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.

Lessee Initials REM

- E. Default in performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the 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 take immediate possession of the Premises and remove Lessee's effects, to the extent permitted by law, without being deemed guilty of trespassing.

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

9.02 Termination: This Lease shall terminate at the end of the Lease term or renewal period.

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

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

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

9.04 Assignment and Transfer: Lessee shall not assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld. Any consent of any assignment shall not be deemed consent to any subsequent assignment.

ARTICLE X

GENERAL TERMS AND CONDITIONS

10.01 Notices: All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at:

LESSOR: Commissioner
Department of Property and Procurement
#3274 Estate Richmond
Christiansted
St. Croix, Virgin Islands 00820

LESSEE: Executive Director
Virgin Islands Waste Management Authority
#252 Estate Glynn
Kingshill
St. Croix, Virgin Islands 00851

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

10.02 Non-discrimination: Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin, discriminate or permit discrimination against any person.

10.03 Officials not to Benefit: No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.

10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.

10.05 Counterparts: This document is executed in one part of which shall be deemed an original.

Lessee Initials REM

- 10.06 **Cumulative Rights and Remedies:** All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- 10.07 **Interpretation:** Words of gender used in this Lease shall be held to include the masculine, feminine, singular, plural, and vice versa unless the context otherwise requires.
- 10.08 **Agreement Made in Writing:** This Lease contains all 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 successors in interest.
- 10.09 **Paragraph Headings:** The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only, and in no way, affect the scope, content, or intent of this Lease or any part or parts of this Lease.
- 10.10 **Invalidity or Illegality of Provisions:** The invalidity or illegality of any provisions shall not affect the remainder of this Lease.
- 10.11 **Successors and Assigns:** All of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, and assigns.
- 10.12 **Broker:** Lessee covenants, warrants, and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold Lessor harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.
- 10.13 **Approvals Required:** This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- 10.14 **Entire Agreement:** This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.
- 10.15 **Conflict of Interest:** Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.

a. Lessee further covenants that it is:

1. not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis); or
2. a territorial officer or employee and, as such, has:
 - i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
 - ii. not made, negotiated, or influenced this contract, in its official capacity; and
 - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

10.16 Compliance with Laws: The Lessee shall comply with all laws and regulations of the U. S. Government and the Government of the Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental and American Disabilities Act (ADA). The Lessee shall obtain all licenses and permits required to use the property and to do business in the Virgin Islands as required.

10.17 Waiver: The waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenant of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of the Lessor; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

10.18 Enforcement of Lease Terms: The waiver by either party of any breach of any term condition or covenant of this Lease, during the term of Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any term, condition, or covenant of this Lease. No delay or omission to exercise any right or power shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

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

WITNESSES:

Shona George-Esannason
(Print)

Shona George-Esannason
(Sign)

Alice V. Krall
(Print)

Alice V. Krall
(Sign)

LESSEE:

**Virgin Islands Waste
Management Authority**

Roger E. Merritt, Jr.
Roger E. Merritt, Jr.
Executive Director

ACKNOWLEDGEMENT

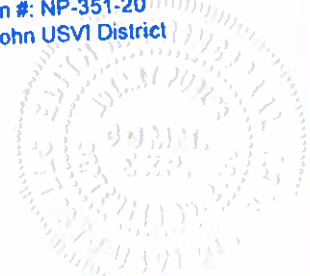
Territory of the Virgin Islands)
District of St. Croix) ss:

Before me personally appeared Roger E. Merritt, Jr., Executive Director of Virgin Islands Waste Management Authority, to me well known, or proved to me through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 1st day of December 2021 A.D.

[Signature]
Notary Public


Edith R. Principaal
My Commission Exp.: September 30, 2024
NP Commission #: NP-351-20
St. Thomas/St. John USVI District



Lessee Initials REM

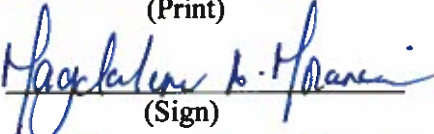
GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

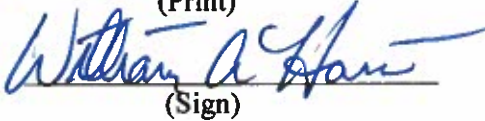
BY: 
Anthony D. Thomas, Commissioner
Department of Property and Procurement

Date: 12/14/2021

MAGDALENE A. MORANCIE
(Print)


(Sign)

William A. HARRIS
(Print)


(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Denise N. George, Esq., Attorney General
Virgin Islands Department of Justice

BY: 
Assistant Attorney General


Date: 12/17/2021

APPROVED


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

Date: 12/24/21

APPROVED


Honorable Donna A. Frett-Gregory
President of the 34th Legislature of the U.S. Virgin Islands

Date: 7/20/22