

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this 15th day of October, 2024, by and between **ISLAND RESOURCES FOUNDATION, INC.** a/k/a **ISLAND RESOURCES FOUNDATION**, a nonprofit corporation organized and existing under the laws of the U.S. Virgin Islands ("Grantor") and **THE GOVERNMENT OF THE VIRGIN ISLANDS acting through its Department of Property and Procurement (the "GVI")**, with an address of 8201 Subbase Suite No. 4, St. Thomas Virgin Islands 00802 ("Grantee").

WITNESSETH:

That the Grantor, for the sum of **TEN AND 00/100 US DOLLARS (\$10.00)**, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to the Grantee, and to Grantee's successors and assigns, all of the Grantor's right, title, interest, claims and demands in the following real properties situated in St. John, U.S. Virgin Islands, known and described as follows:

Parcel No. 200A-4 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 1.65 U.S. acres, more or less,
as shown on OLG Drawing No. A9-825-T016,

Parcel No. 200A-5 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 13.2 U.S. acres, more or less,
as shown on OLG Drawing No. A9-825-T016,

Parcel No. 200B-2 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 17.72 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2755-T84,

Parcel No. 201 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 1.652 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2295-T83,

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Parcel No. 202 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 3.311 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2365-T83,

Parcel No. 203 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 0.547 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2366-T83,

Parcel No. 204 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 0.405 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2498-T83,

Parcel No. 205 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 0.546 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2498-T83,

Parcel No. 206 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 0.40 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2498-T83,

Parcel No. 207 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 1.03 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2452-T83,

and

Parcel No. 208 Estate Fish Bay
No. 8 Reef Bay Quarter
St. John, Virgin Islands
consisting of 5.474 U.S. acres, more or less,
as shown on P.W.D. Map No. D9-2579-T84,

(hereinafter, collectively, referred to as the "Property");

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TOGETHER WITH all of the Grantor's interest in the improvements, tenements, hereditaments and appurtenances thereunto belonging, to be held and designated by the Grantee as a Protected Area and a part of the Virgin Islands Territorial Parks System;

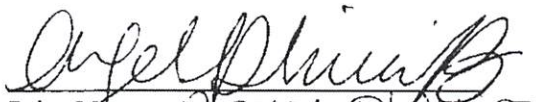
HOWEVER, SUBJECT, AND PURSUANT to zoning regulations, covenants, restrictions, easements of record, and agreements, including but not limited to the Conservation Easement attached hereto as Schedule A ;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, and to Grantee's successors and assigns, forever.

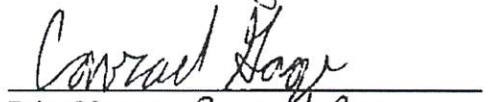
IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

WITNESSES (two required):

ISLAND RESOURCES FOUNDATION, INC.


Print Name: Angel Phillips

By: 
Bruce G. Potter, President


Print Name: Conrad Gage

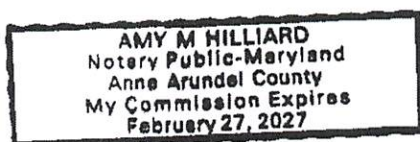
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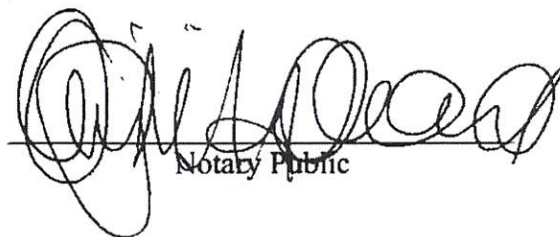
Maryland State
TERRITORY OF THE U.S. VIRGIN ISLANDS)

DISTRICT OF ST. THOMAS & ST. JOHN)

) ss:

The foregoing instrument was acknowledged before me this 15th day of October 2024, by Bruce G. Potter, as President on behalf of ISLAND RESOURCES FOUNDATION, INC.




Notary Public

Schedule A
CONSERVATION EASEMENT

This Conservation Easement ("Conservation Easement" or "Easement") is made this 13th day of October, 2024 by and between THE GOVERNMENT OF THE VIRGIN ISLANDS (hereinafter, "GVI") and ISLAND RESOURCES FOUNDATION, INC. a/k/a ISLAND RESOURCES FOUNDATION, a nonprofit corporation organized and existing under the laws of the U.S. Virgin Islands (hereinafter, "IRF") (collectively, the "Parties")

WHEREAS, pursuant to the quitclaim deed, to which this Easement is attached as an Exhibit, IRF quitclaimed to the GVI, certain real property located in St. John, U.S. Virgin Islands, as more specifically described in the quitclaim deed (hereinafter "the Property");

WHEREAS, IRF is a nonprofit corporation organized and existing under the laws of the U.S. Virgin Islands, whose charter provides that it is formed for conservation purposes;

WHEREAS, IRF and GVI have agreed that IRF, and its successors and assigns, shall retain a conservation easement over the Property pursuant to *12 V.I.C. §601 et seq.*, as the "Holder",

WHEREAS, the purpose and intent of this Conservation Easement is to ensure that the Property is designated as a Protected Area and shall forever be preserved and sustained for the benefit of the people of the Virgin Islands for its conservation.

NOW THEREFORE, the Parties agree as follows:

A. Name: The property shall be named and known as the "Nancy Woodson Spire Nature Preserve."

B. By signing this Easement the Holder retains a Conservation Easement over the Property in perpetuity for the purpose of advancing the Conservation Objectives, as that term is defined below, and administering and enforcing the restrictions and limitations set forth herein in furtherance of the Conservation Objectives.

1. Term: The Conservation Easement created in this agreement shall run with the land in perpetuity and shall be binding on all future owners, heirs, successors, administrators, assigns, lessees, or other occupiers and users of the Property.

2. Enforcement:

a. Pursuant to *12 V.I.C. § 605*, this Conservation Easement may be enforced by the Holder, or its successors or assigns, in an action at law or equity against any person or entity violating or attempting to violate this Conservation Easement. Any forbearance on the part of Holder to exercise these rights in the event of a violation

shall not be deemed or construed to be a waiver of rights under this Easement in the event of any subsequent failure of GVI or others to comply.

- b. In the event of a breach of the Conservation Easement by GVI, or another party, or any party working for or under the direction of GVI, GVI and Holder must be notified immediately (the "Notice"). GVI will have thirty (30) calendar days after receipt of such Notice to undertake actions reasonably calculated to swiftly correct the conditions constituting the breach. If the conditions constituting the breach are corrected in a timely and reasonable manner, no further action is warranted or authorized. If GVI fails to initiate such corrective action within thirty (30) calendar days, or fails to complete the necessary corrective action, within a reasonable amount of time commensurate with the scope of the breach, the Holder, or its successors or assigns, may undertake such actions, including legal proceedings, necessary to affect such corrective action. In no event shall Holder undertake any corrective action that would constitute unlawful conduct or a disturbance of the peace.
 - c. The Holder may assign its enforcement rights to a third-party entity or a person, pursuant to *12 V.I.C. § 603(c)*, and said assignee shall exercise enforcement rights under this Conservation Easement pursuant to *12 V.I.C. § 605(a)(3)*.
3. Conservation Objectives. The following are the Conservation Objectives of this Easement:
 - a. To incorporate the Property into the Virgin Islands Territorial Parks System and designate the Property as a Protected Area under the Virgin Islands law;
 - b. To forever preserve and sustain the Property for the benefit of the people of the Virgin Islands for its conservation values; and
 - c. To forever have the Property maintained and used in its natural condition as an insular wilderness habitat for plant and animal species and other natural objects, for biodiversity conservation, and for public scientific research, environmental education, and aesthetic enjoyment.
4. Property Right: GVI and the Holder agree that this Conservation Easement gives rise to a nonpossessory property right, immediately vested in the Holder.
5. Prohibited Actions: Except as set forth in the Permitted Uses (below), any use of the Property detrimental to the Conservation Objectives is prohibited. By way of example, but not limitation, the following additional activities and uses are explicitly prohibited:
 - a. later additional, division, or subdivision of the Property;
 - b. any residential, industrial, or commercial activity on the Property;
 - c. except for the limited development of scenic resources (e.g., walking trails, scenic overlooks) placement or construction of any improvements, buildings, roads, or parking lots.
 - d. cutting of trees or vegetation, except for the cutting or removal of trees or vegetation which pose a threat to human life or Property or which Holder and GVI have mutually agreed is appropriate;

- e. mining;
- f. the deposit of waste or unsightly or offensive material;
- g. alteration or pollution of natural water courses, ponds, wetlands, or other bodies of water.
- h. operation of motorized off-road vehicles, except carts for use by physically challenged individuals, to be used solely on designated cart paths.

6. Permitted Uses:

- a. The following uses of the property are permitted, within the GVI's sole discretion, except if otherwise specifically noted below:
 - i. Activities that do not require improvements and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (i) walking, horseback riding on trails, bird watching, nature study, fishing and hunting; and (ii) educational or scientific activities consistent with and in furtherance of the Conservation Objectives. Vehicular use is not permitted in connection with the activities permitted under this subsection, unless Holder, without any obligation to do so, approves the use.
 - ii. Cutting trees, construction or other disturbance of resources, including removal of invasive species, to the extent reasonably prudent to remove, mitigate or warn against an unreasonable risk of harm to persons, property or health of native species on or about the Property.
 - iii. Planting a diversity of native species of trees, shrubs and herbaceous plant materials in accordance with best management practices, including ecosystem-based management and adaptive management principles.
 - iv. Vehicular use in the case of emergency and, subject to applicable limitations (if any), in connection with other activities or uses expressly permitted.
 - v. Removal of vegetation to accommodate replanting with a diversity of native species of trees, shrubs and plant materials.
 - vi. Other resource management activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of the Conservation Objectives.
 - vii. Application of well composted manure or plant material, and subject to compliance with manufacturer's recommendations, other fertilizers or substances in order to promote the health and growth of vegetation.
 - viii. Piling of brush and other vegetation to the extent reasonably necessary to accommodate other permitted activities or uses.
 - ix. Hiking trails, subject to approval of the Holder.

- x. Any other use not inconsistent with the Conservation Objectives of Section 3 above.
 - b. The following improvements are permitted, within the GVI's sole discretion, except if otherwise specifically noted below:
 - i. Existing improvements may be maintained, repaired and replaced in their existing location, specifically including the restoration of historic structures.
 - ii. Regulatory signs.
 - iii. Habitat enhancement devices such as birdhouses and bat houses.
 - iv. Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
 - v. Cart paths, subject to approval of the Holder.
 - vi. Scenic overlooks.
7. Rights Of Holder. GVI and the Holder agree that the Holder retains the following rights to help accomplish the Conservation Objectives for the Property:
- a. Holder has the right to enter the Property at reasonable times to monitor the Property, and to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement
 - b. Holder has the right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Objectives of the Property by exercising Holder's remedies in Section 2 above.
 - c. Holder, subject to approval from GVI, which approval shall not be unreasonably withheld, may place signs on the Property which identify Holder and the land as protected by this Conservation Easement and identify the vegetation growing on the Property.
 - d. In accepting this Conservation Easement, the Holder shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property.
 - e. To enter the Property to investigate a suspected, alleged or threatened violation of this Conservation Easement and, if found, to enforce the terms of this Easement by exercising Holder's remedies in Section 2 above.
 - f. To enter and inspect the Property for compliance with the requirements of this Conservation Easement, in a reasonable manner and at reasonable times.
8. Termination. This Conservation Easement may be extinguished only by mutual written agreement of Holder and GVI or by a court action.
9. Successors: This Conservation Easement is binding upon, and inures to the benefit of, the GVI's and the Holder's successors in interest.

10. Virgin Islands Law: This Conservation Easement will be construed in accordance with laws of the United States Virgin Islands.
11. Entire Agreement: This Conservation Easement set forth the entire agreement of the Parties in relation to use of the Property and is intended to supersede all prior discussions or understandings in relation thereto.
12. Warranty: GVI and Holder have executed this Conservation Easement on the date above written. By executing and accepting this Conservation Easement, the Holder accepts the third-party rights of enforcement in this agreement.

IN WITNESS WHEREOF, the Parties have caused this Conservation Easement to be executed by their incumbent and authorized officers as of the day and year set forth above.

[SIGNATURE PAGES TO FOLLOW]

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WITNESSES (two required):

HOLDER:

ISLAND RESOURCES FOUNDATION, INC.

Angel Phillips
Print Name: Angel Phillips

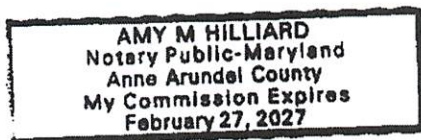
By: Bruce G Potter
Bruce G. Potter, President

Conrad Gage
Print Name: Conrad Gage

ACKNOWLEDGEMENT

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) ss:
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The foregoing instrument was acknowledged before me this 15th day of October 2024, by Bruce Potter, as president on behalf of ISLAND RESOURCES FOUNDATION, INC.



[Signature]
Notary Public

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