

Memorandum of Agreement

THIS AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_, 2007, by and between the Virgin Islands State Historic Preservation Office (hereinafter, VISHPO) and Attorney Kevin F. D'Amore, P.O. Box 10829, St. Thomas, VI 00801, as Agent for Mr. Christian Kjaer (hereinafter, "the Applicant"), in the matter of Great St. James Subdivision;

WHEREAS, the Department of Planning and Natural Resources (hereinafter, DPNR), Division of Coastal Zone Management (hereinafter CZM), has issued a request for comments regarding Major CZM Permit Application No. CZT-12-06(L) from the VISHPO; and

WHEREAS, Parts of Parcels B-2-2-1, B-2-2, and A-18 of Estate Great St. James (hereinafter "Great St. James Historic Village Site"), as well as Christmas Cove and features to the northeast of the village, have been identified as containing significant cultural and historical resources by cultural resource survey and evaluation studies (Righter 2005 and Soltec 2007); and

WHEREAS, the VISHPO is responsible for carrying out the mandates of the Antiquities and Cultural Properties Act of 1998 (Title 29, Chapter 17, of the VI Code) in "providing technical assistance to the owner who is willing to restore, preserve and maintain the historical or cultural property"; and

WHEREAS, following his designation as State Historic Preservation Officer, the Commissioner of DPNR, or his designate, the Director of the VISHPO, as Deputy State Historic Preservation Officer, has the authority to enter into this agreement in order that the Applicant may continue to apply for, and meet the requirements of a complete Environmental Assessment Report, as part of the CZM application process; and

WHEREAS, The Applicant will develop and implement the Estate Great St. James Historic Village Site and its associated features as a passive, historical and recreational park for use and enjoyment by the people of the Virgin Islands and all visitors to its shores, and for the preservation and promotion of the historical, archaeological, cultural, and natural significance of this property, and the VISHPO will assist the Applicant in establishing Standard Operating Procedures for the administration and management of the Estate Great St. James Village Historic Site.

NOW THEREFORE, the Virgin Islands State Historic Preservation Office (hereinafter, VISHPO) and Attorney Kevin F. D'Amour, P.O. Box 10819, St. Thomas, VI 00802, as Agent for Mr. Christian Kjaer (hereinafter, "the Applicant"), in the matter of Great St. James Subdivision enter into this Memorandum of Agreement and agree to work together as follows:

**Historical Restoration, Archaeological Research and Required Studies**

(VISHPO Conditions for Completeness of CZM Major Permit Application No. CZT-12-06(L), Christian Kjaer / Great St. James Subdivision, Great St. James Island, St. Thomas, Virgin Islands)

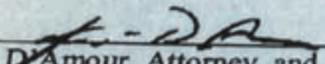
Prior to a determination of "no adverse effect" and a statement of "no objection" to the proposed development, the VISHPO will require the following, based on a review of the *Revised Management Summary for Phase II Archaeological Testing and Evaluation Performed for Great St. James Historic Village Site, Great St. James, U. S. Virgin Islands*, by Soltec International (February 1, 2007).

1. The owner agrees to submit the Report of Investigations for the Phase II Archaeological Testing and Evaluation Study performed for Great St. James Historic Village Site to the Virgin Islands State Historic Preservation Office for review and comment by July 20, 2007.
2. The owner agrees to preserve the Great St. James Village architectural remains and associated archaeological contexts within a green spaced area developed as a culturally sensitive park like setting.
3. The owner agrees to stabilize the architectural remains as necessary to prevent further deterioration and to address safety concerns. A plan for the stabilization of the ruins and development of the park-like setting must be prepared for review and approval by the VISHPO prior to any interventions within the village area.
4. The owner agrees to mitigate adverse effects to archaeological contexts (middens) along the proposed road that will pass in between Structure O and P and the main body of the village structures. The mitigation of the midden deposits will be made through the execution of a Phase III Archaeological Data Recovery Study. A research plan for the Phase III Study must be submitted to the VISHPO for review and approval, prior to any excavations.
5. The owner agrees to erect and maintain highly visible fencing around the village area prior to the introduction of heavy equipment within 300 feet of the village area. Contractors and workers should be instructed as to the importance of the site and cautioned to not disturb the archaeological and architectural remains. An archaeologist must certify that the measures described above are in place prior to the introduction of heavy equipment within the proscribed distance.

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6. The owner agrees to preserve the walls, possible grave (identified by Righter), architectural, and other constructed features that are located to the northeast of the village area.
7. The owner agrees to preserve the well located in Christmas Cove. For safety concerns, the well may be covered by a grate; the grate and installation design must be submitted to the VISHPO for review and approval prior to making any interventions.
8. The owner agrees to document by mapping, scaled drawings and photography those segments of the historic cart paths that will be adversely affected by construction activities.
9. In the event that potentially significant cultural resources are encountered during the course of clearing and construction activities, the owner agrees to stop earth change activities within the area of concern and immediately notify the VISHPO.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written below.

  
\_\_\_\_\_  
Kevin F. D'Amour, Attorney, and  
Agent for Mr. Christian Kjaer

01/11/07  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Myron D. Jackson, Director, and Deputy  
Virgin Islands State Historic Preservation Officer

\_\_\_\_\_  
Date