



for relief must contain []...a short and plain statement of the claim showing that the pleader is entitled to relief..." *V.I. R. Civ. P. 8(a)(2)*. Virgin Islands Rule of Civil Procedure 12(b)(6) enables a Court to dismiss a claim where the plaintiff "fails to state a claim upon which relief can be granted." *V.I. R. Civ. P. 12(b)(6)*.

According to the analysis employed by the Supreme Court of the Virgin Islands in reviewing motions to dismiss based on Rule 12(b)(6):

First, the court must take note of the elements a plaintiff must plead to state a claim so that the court is aware of each item the plaintiff must sufficiently plead. Second, the court should identify allegations that, because they are no more than conclusions, are not entitled to the assumption of truth. These conclusions can take the form of either legal conclusions couched as factual allegations or naked factual assertions devoid of further factual enhancement. Finally, where there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement of relief. If there are sufficient remaining facts that the court can draw a reasonable inference that the defendant is liable based on the elements noted in the first step, then the claim is plausible.

*Carter v. Univ. of the Virgin Islands*, No. ST-16-CV-217, 2017 WL 3380533, at \*1 (V.I. Super. July 31, 2017). The complaint must put the defendant on fair notice of the claims being brought against him or her. *Finn v. Adams*, No. ST-16-CV-752, 2018 WL 3756421, at \*4 (V.I. Super. Aug. 6, 2018).

A statute of limitations defense is an affirmative defense that must be raised in a defendant's first responsive pleading, which is frequently a motion for judgment on the pleadings, but in the interest of judicial economy, can be first raised in a motion to dismiss. *Rennie v. Hess Oil Virgin Islands Corp.*, No. S.CT.CIV. 2014-0028, 2015 WL 525941, at \*3 (V.I. Feb. 6, 2015).

## **II. Brief Statement of Public Record Facts**

This Court is permitted to review the allegations in the complaint and matters of public record in reviewing a motion to dismiss. *FirstBank of Puerto Rico v. Prosser*, No. SX-09-CV-520, 2015 WL 13579241, at \*2 n. 3 (V.I. Super. June 22, 2015).

Public records submitted in support of Defendants' motion to dismiss show that GS Jim purchased Great St. James Island (the "Island") from Kjaer and GSJ Properties Corp. on January 28, 2016. See **Exhibit 1**, copy of recorded deeds Kjaer to Great St. Jim LLC and GSJ Properties Corp. to Great St. Jim LLC document numbers 2016000575 and 2016000576.

Kjaer along with his siblings or sibling's heirs acquired ownership of the Island by adjudication of his late mother's estate in the *Matter of the Estate of Karen Elisabeth Kjaer a/k/a Karen Lis Kjaer*, Territorial Court of the Virgin Islands, ST-87-PB-43. Kjaer alone acquired ownership of Parcel 11 from the adjudication. *Id.* Kjaer acquired parcel A of the Island. A copy of the Adjudication in the *Matter of the Estate of Karen Elisabeth Kjaer a/k/a Karen Lis Kjaer*, Territorial Court of the Virgin Islands, ST-87-PB-43 is attached as **Exhibit 2**.

Helle Bundgaard and Steen Bundgaard acquired parcels B-1 and B-2 of the Island from the adjudication. *Id.* On or about May 11, 2011, Helle Bundgaard and Steen Bundgaard sold parcels B-1 and B-2 of the Island to GSJ Properties Corp. ("GSJPC"). A copy of the Bundgaard deed to GSJPC, document no. 2011003242 is attached as **Exhibit 6**.

Merete Emilie Furst acquired parcels C-1 and C-2 of the Island through the adjudication of Karen's estate. **Ex. 1.** John Furst, Nina Furst and Kim Furst acquired parcels C-1 and C-2 from their later mother (Merete Emilie Furst) by Executor's Deed on July 14, 2004. See copy of Executor's Deed, document no. 2004006268 attached as **Exhibit 7**. John Furst, Nina Furst and Kim Furst sold parcels C-1 and C-2 to GSJPC on January 11, 2016. A copy of the Furst deed to GSJPC, document no. 2016000170 is attached as **Exhibit 8**.

When Karen Elisabeth Kjaer ("Karen") purchased the Island in 1979, her deed did not contain the alleged restrictive covenant language. Attached is a copy of the deed from James A. Evans, Jr., William H. Evans and Cowpet Bay Corporation to Karen Lis Kjaer, recorded on

October 11, 1979. A copy of the 1979 deed is attached as **Exhibit 3**.

**III. The First Amended Complaint fails to allege grounds to sue Parcel 11 *in rem***

As a preliminary matter Plaintiff's attempt at bringing an *in rem* action should be dismissed. An *in rem* action "is one in which the judgment of the court determines the title to property and the rights of the parties, not merely as between themselves, but also as against all persons at any time dealing with them or with the property,' or 'res,' 'upon which the court had adjudicated.'" Black's Law Dictionary 864 (9th ed. 2009)". *Bryan v. Fawkes*, No. S.CT.CIV. 2014-0066, 2014 WL 5409110, at \*11 (V.I. Oct. 24, 2014). GS Jim cannot sue land *in rem* when seeking injunctive relief where title to the property is not in question. *Whitlock v. Schoeb*, 173 Kan. 43, 51-52, 244 P.2d 189, 194-95 (1952). ("This action was one purely for injunctive relief—to enjoin defendants from committing and maintaining the nuisances in violation of the restrictive covenants. Title to the property was in no way involved, and neither was it sought to bar any defendant from any interest therein. Only the use to which it was being put was in issue. The decree would be enforceable only against individuals—the defendants. The action was strictly one *in personam*, not *in rem*.")) This Court lack *in rem* jurisdiction under Virgin Islands Rule 12(b)(1), which provides for a defense due to lack of subject-matter jurisdiction over the claim.

GS Jim does not allege that the title to Parcel 11 is in question. The FAC alleges that Kjaer owns Parcel 11. FAC ¶ 2. The FAC does not question Kjaer's ownership. Therefore the *in rem* action in FAC must be dismissed as to Parcel 11.

**IV. Enforcement of the historical covenant is barred by the statute of limitations**

A motion to dismiss for failure to state a claim based on a statute of limitations defense will succeed if the complaint does not allege when the tort or breach of contract first occurred. *See Charleswell v. Chase Manhattan Bank, N.A.*, 308 F. Supp. 2d 545, 563 (D.V.I. 2004). Here the

FAC must be dismissed because it fails to allege any facts to give notice on when the covenant or easement was first violated.

Specific to Count 1 of the FAC, the deed from the Evans brothers to Karen Kjaer does not contain any restrictive covenant limiting the use of Parcel 11. Ex. 2. The deed also does not state that it is subject to any covenants or restrictions of record. *Id.* This means that all beneficiaries of the alleged covenant were put on notice on October 11, 1979, that the owners of Parcel 11 were eliminating the covenant. In the Virgin Islands the statute of limitations for a breach of contract is six years. 5 V.I.C. §31(3)(a). Courts consistently hold that the statute of limitations to enforce a restrictive covenant is the same as enforcing a contract. *Country Estates Homeowners Ass'n, Inc. v. McMillan*, 276 Mont. 100, 102, 915 P.2d 806, 808 (1996). This accordingly, that the statute of limitations expired on or about October 11, 1985.

Occasionally some jurisdictions apply the statute of limitations for a sealed instrument to enforce a restrictive covenant, as a deed is a sealed instrument. *Meadow Run/Mountain Lake Park Ass'n v. Bantell*, 985 A.2d 989, 992 (Pa. Commw. Ct. 2009). The statute of limitations starts when the deed restriction was violated. "An enforcement action accrues upon breach of the restrictive covenant." *Girsh v. St. John*, 218 S.W.3d 921, 925 (Tex. App. 2007). Any claims for altering of a restrictive covenant accrue when the amendment is publicly recorded. *Silver Shells Corp. v. St. Maarten at Silver Shells Condo. Ass'n, Inc.*, 169 So. 3d 197, 201 (Fla. Dist. Ct. App. 2015). In the Virgin Islands the statute of limitations on a sealed instrument is twenty years. 5 V.I.C. §31(1)(c). If this Court were to use the statute of limitation for a sealed instrument, the statute of limitations to enforce the covenant would have run on or about October 11, 1999. The statute of limitations does not restart simply because there is a new owner of Great St. James. *See Hayes v. Virgin Islands*, No. CIV. 1972-354, 1975 WL 400921, at \*5 (D.V.I. Mar. 3, 1975) (subsequent transferee

hold land with prior reservations); see *In re Saturn L-Series Timing Chain Prod. Liab. Litig.*, No. 8:07CV298, 2008 WL 4866604, at \*6 (D. Neb. Nov. 7, 2008) (resale of goods does not restart the statute of limitations as to the manufacturer.)

The right to enforce a restrictive covenant must be timely enforced, and will be forever waived if not enforced. See *Havensight Hills Estates Prop. Owners Ass'n, Inc. v. Brown*, No. CIV. 721/1993, 1999 WL 317124, at \*2 (Terr. V.I. Feb. 23, 1999) (finding that subdivision residents cannot enforce restrictive covenant where there was a long-standing common practice of violations of the restrictive covenant without complaint, the residents acquiesced in the practice). Here there is no allegation as to when the breach first occurred.

It is not necessary for this Court to determine if the six year or twenty year statute of limitations applies in the Virgin Islands. Enforcement of the restrictive covenant lapsed no matter which statute of limitations applies. The FAC must be dismissed because the underlying deed restriction that is the basis on which all of GS Jim's claims are based fails because they are time barred. Additionally, it must be dismissed because GS Jim fails to allege when the breach of the deed restriction first occurred. The FAC rests on the enforcement of the restrictive covenant. Enforcement is barred by the statute of limitations therefore the FAC must be dismissed. There is no plausible possibility that GS Jim can recover.

**V. GS Jim is not the intended beneficiary of an historical deed restriction therefore it does not have standing to enforce the alleged restrictive covenant**

The alleged restrictive covenant relied upon in the FAC states on its face that it is for the benefit of Track 1 and track 2 owners. As explained more fully below, only intended beneficiaries have a right to enforcement. Incidental beneficiaries to the historical covenant such as Plaintiff do not have and never have had rights. Plaintiff's argument in this regard, is fabricated. GS Jim does not have standing to enforce the alleged historical covenant because it is not the intended

beneficiary of the historical deed restriction. Paragraph 9 of the FAC states (with emphasis added) in part:

It is understood and agreed that this conveyance is made and accepted upon the following covenants, conditions, restrictions and reservation which shall run with the land and which are made for the benefit of the present and future owner or owners of any lot or lots comprising premises known as Tracts Nos. 1 and 2, Estate Nazareth (Benners) No. 1 Red Hook Quarter, St. Thomas, V.I., as delineated on P.W.D. File No. F9-372-T59 viz:

Map P.W.D. File No. F9-372-T59 shows that Tracts Nos. 1 and 2 are in Estate Nazareth, Red Hook, and not on Great St. James Islands. Map P.W.D. File No. F9-372-T59 is attached as **Exhibit 5**. Using Parcel 11 to access the Island was not to benefit the island but to benefit the parcels that surrounded Parcel 11. The drafters of the covenant clearly knew how to identify a beneficiary, and specifically choose not to name the owners, occupants, licensees and invitees of Great St. James as the intended beneficiaries.

The owners of Great St. James are not the intended beneficiary of the alleged restrictive covenant. "It is black-letter law that incidental beneficiaries have no enforceable rights under a contract." *Francis v. Miller*, No. CIV. 558/90, 1991 WL 11818254, at \*1 (Terr. V.I. Sept. 6, 1991). "While an intended beneficiary may recover under a contract, an incidental beneficiary, cannot. See *In re Nat'l. Molding Co.*, 230 F.2d 69, 72 (3d Cir.1956) (noting that an incidental beneficiary does not have a right of action under a contract)" *Banks v. Int'l Rental & Leasing Corp.*, No. CIV. 2002-200, 2008 WL 2149380, at \*4 n. 5 (D.V.I. May 19, 2008). The owners of Tracts Nos. 1 and 2 are the only beneficial owners, NOT GS Jim.

To determine who is the beneficiary of the covenant, you must look at the expressed intent of the parties who made the original covenant to see if "they intended by agreement to benefit the land held by the person seeking to enforce the agreement." *Freeland Tr. v. Roach*, No. CIV. 1063/1992, 1995 WL 815565, at \*3 (Terr. V.I. Mar. 9, 1995). Here we are fortunate enough to

have the contracting parties express intent clearly stated. They clearly intended to benefit the owners of Parcel 6 and 7 Estate Nazareth (a/k/a Tracks Nos. 1 and 2). While the alleged covenant allowed the owners of Great St. James to use the Parcel 11, they are not the expressed intended beneficiary. GS Jim has no rights to enforce the historical covenant. As GS Jim has not alleged ownership or an interest in Parcels 6 and 7 Estate Nazareth<sup>1</sup>, GS Jim has no authority to enforce the alleged covenant.

GS Jim does not have authority or standing to enforce the historical covenant because it was not the expressed intended beneficiary. Further, GS Jim appears to accept that it cannot enforce the covenant as it is now alleges that it has an implied easement. This component of Count I along with the other two components, expressed and implied easements, discussed in section VI below, are unenforceable. Count I of the FAC must be dismissed.

**VI. There is no implied or expressed easement for the use of Parcel 11 related to Great St. James Island.**

GS Jim alleges that it has an implied easement for exclusive use of Parcel 11 because Parcel 11 was used as a staging ground for the Island in keeping with the covenant and because a permanent access point on St. Thomas is necessary to the owners and occupants of the island. FAC ¶ 18. This alternative argument must be dismissed because the FAC does not give notice of key elements of an implied or expressed easement.

**a. There are no allegations to support a claim for an expressed easement and Count I must be dismissed**

Under Count I the FAC fails to allege any facts to support that there is an express easement.

---

<sup>1</sup> In 1968 Reichhold sold Parcels 6 and 7 (Tracts Nos. 1 and 2) to the Government of the Virgin Islands (“GVI”). Ivanna Eudora Kean Senior High School is now on one parcel. The Department of Fish and Wildlife is on the other parcel. The GVI also leases some of the land for private marinas.

“[I]n analyzing an express easement courts are required to determine if the easement satisfies the Statute of Frauds pursuant to 28 V.I.C. § 241, which requires a deed of conveyance or other instrument to be in writing.” *SBRMCOA, LLC v. Morehouse Real Estate Investments, LLC*, No. ST-14-CV-138, 2015 WL 1206119, at \*13 (V.I. Super. Mar. 12, 2015). Here the FAC does not allege any writing between GS Jim and Kjaer. Therefor there is no expressed easement. The alternative claim for an express easement must be dismissed because it fails to give notice of a written instrument<sup>2</sup>.

**b. The FAC fails to give Defendants notice of the facts to support the creation of an implied easement**

Under Count I the FAC fails to give Defendants notice as to how the alleged implied easement was created by the sale of the Island. There is a general preference against encumbering real property by creating an easement therefore a plaintiff has a high burden to claim an implied easement. *Brodhurst v. Frazier*, No. S CT CIV 2011-0003, 2012 WL 8123137, at \*3 (V.I. Sept. 12, 2012).

When Kjaer owned both Parcel A and Parcel 11, any use of parcel 11 as a staging ground for Parcel A was simply a landowner using his land. Kjaer was not using an easement over his own land. By operation of law there was no easement when the Kjaers owned both Parcel 11 and the Island. When there is merger of ownership between a dominant and subservient parcel the easement merges and is extinguished. *Auman v. Grimes*, 364 Pa. Super. 243, 247, 527 A.2d 1045, 1047 (1987). Any easement that might have existed before the Evans’ brothers or Karen Kjaer’s

---

<sup>2</sup> Under the merger doctrine when the dominate and subservient property enjoy unity of ownership the easement merges and is extinguished. *Auman v. Grimes*, 364 Pa. Super. 243, 247, 527 A.2d 1045, 1047 (1987). The 1965 Deed, which precedes Karen Kjaer’s 1979 deed cannot act as the written instrument because when Karen Kjaer purchased Parcel 11 and the Island, any easement merged and was extinguished.

unified ownership of the Island and Parcel 11 merged and was extinguished. There is no allegation in the FAC that GSJPC, Helle Bundgaard, Steen Bundgaard, Merete Emilie Furst, John Furst, Nina Furst or Kim Furst ever used Parcel 11 to access the Island, let alone with any regularity. Kjaer did not own the entire Island. By operation of law if Kjaer used Parcel 11 to access Parcel A, he was not using an easement over his own property.

Plaintiff's alternative argument that an implied easement exists is facially incorrect. There was no easement prior to the sale of the Island. The sale of the Parcel A did not create an easement over Parcel 11 to access the entire Island. Unity of ownership is a necessary element to create an easement. *SBRMCOA, LLC v. Morehouse Real Estate Investments, LLC*, No. ST-14-CV-138, 2015 WL 1206119, at \*10 (V.I. Super. Mar. 12, 2015). The FAC does not and cannot allege that there was unity of ownership of the Island and Parcel 11. Defendants do not have any notice as to how the alleged implied easement was created when there was no unity of ownership of the two parcels. Therefor the alternative claim must be dismissed because Plaintiff will never meet the burden to create an easement.

The FAC does not allege how Kjaer used Parcel 11 prior to GS Jim purchasing the Island. While it does say Parcel 11 was used as a staging ground for the Island. It does not say who used it or that it was used exclusively as a staging ground. This noticeable careful word choice robs Kjaer of any notice on key elements of an implied easement – prior use and necessity. A plaintiff must prove that the “continuance of the prior use was reasonably necessary to enjoyment of the parcel, estate, or interest previously benefited by the use.” *Id.* The FAC must be dismissed because there are no allegations in the FAC to give notice as to why Parcel 11 specifically is necessary to access the Island. There are numerous boat access points on St. Thomas, and several are near or adjacent to Parcel 11.

The FAC does not allege any facts to give notice that Kjaer intended to create an easement over Parcel 11 when he sold Parcel A. To form an implied easement there needs to be intent to create an encumbrance on the servient estate. *Louis W. Epstein Family P'ship v. Kmart Corp.*, 13 F.3d 762, 773 (3d Cir. 1994). Intent is very important in this case as GS Jim is not seeking a right of way easement, but rather complete control of Parcel 11. GS Jim wants to stop Kjaer from using Parcel 11 in its entirety. It is illogical to assume that Kjaer intended to effectively give GS Jim an exclusive easement over Parcel 11 after GS Jim declined to purchase Parcel 11. It is even more illogical that Kjaer would intend to grant this exclusive easement while retaining the entire burden of taxes, utilities, insurance, securing the property and maintenance. The FAC offers nothing to show that Kjaer intended to act against commonsense and logic. The FAC must be dismissed because it fails to give Kjaer notice of his alleged intent to create an easement. Of note, Defendants cannot find any support in the law for the creation of an implied easement that grants the dominate land complete control and use of the subservient land. This is an obscene attempt at a private taking and a usurpation of the judicial process.

In the Virgin Islands notice is a requirement to enforcing an unrecorded servitude. *Brodhurst v. Frazier*, No. S CT CIV 2011-0003, 2012 WL 8123137, at \*4 (V.I. Sept. 12, 2012). There are no facts to support the allegation that Kjaer had notice of the formation of the alleged easement. The 1965 Deed cannot be a proxy for notice as any easement merged under Karen Kjaer's unity of ownership. Karen Kjaer's deed to Parcel 11 did not contain the historical covenant and does not state that it is bound by covenants of restriction of record.

The alternative argument that there was an implied easement created simply because Parcel 11 may have been used as a staging ground for the Island must be dismissed because it does not give Kjaer any notice on the necessary elements of prior use, necessity, intent, notice and unity of

ownership.

**VII. Count II alleging private nuisance claim must be dismissed**

Count II of FAC alleges a private nuisance. Defendants raised this argument in the motion to dismiss of the Complaint. The FAC still does not address how Kjaer is using Parcel 11 in a way that interferes with the Island. This claim fails as it is based on the same faulty premise of Count I, that GS Jim has an interest in Parcel 11. Count II also failed to allege facts to support a claim. Virgin Islands code states in part “[a]ny person whose property is affected by a private nuisance, or whose personal enjoyment thereof is in like manner thereby affected, may maintain an action for damages therefor.” 28 V.I.C. § 331. The “soundest rule for the Virgin Islands is to define a private nuisance as a substantial and unreasonable nontrespasory interference with another’s interest in the private use and enjoyment of land.” *Cifre v. Daas Enterprises, Inc.*, No. ST-2012-CV-701, 2015 WL 1912709, at \*12 (V.I. Super. Apr. 24, 2015). For this to survive dismissal GS Jim would have to allege how Kjaer’s use of Parcel 11 interferes with GS Jim’s use of the Island. While GS Jim states that Defendants use of Parcel 11 violates the restrictive covenant, FAC fails to allege how the Defendants are using Parcel 11. Without alleging how Parcel 11 is used there is no notice on how the use interferes with GS Jim’s use of the Island. For this reason alone Count II must be dismissed.

**VIII. There was no diminution of value of Great St. James**

In Count IV of FAC GS Jim claims a diminution of value of the Island. This claim must be dismissed because it is not a cause of action but rather a form to measure damages for the alleged breach of the covenant and/or the express or implied easement. A diminution in value claim is subsumed by the tort claims. *See DeSoto v. Condon*, No. SACV08514AHSMLGX, 2008 WL 11338151, at \*6 (C.D. Cal. Oct. 3, 2008), *aff’d*, 371 F. App’x 822 (9th Cir. 2010). Remedies are

not a cause of action. *Marian v. Fraser*, No. ST-13-CV-549, 2014 WL 1239492, at \*3, n. 22 (V.I. Super. Mar. 17, 2014). Count IV must be dismissed because it seeks a remedy and is not a separate cause of action.

**IX. Use of Parcel 11 does not unjustly enrich Kjaer**

As for Count V, unjust enrichment GS Jim once again seeks monetary damages even though FAC alleges that monetary damages are insignificant. Defendants raised this argument in the motion to dismiss of the Complaint. The FAC still does not assert a proper claim for unjust enrichment. The added irony of this claim is that if GS Jim succeeds it will be the ones unjustly enriched in that it might get to use Parcel 11 without any burden.

In the Virgin Islands the elements of unjust enrichment are “(1) that the defendant was enriched, (2) that such enrichment was at the plaintiff’s expense, (3) that the defendant had appreciation or knowledge of the benefit, and (4) that the circumstances were such that in equity or good conscience the defendant should return the money or property to the plaintiff.” *Walters v. Walters*, No. S.CT.CIV. 2010-0040, 2014 WL 1681319, at \*5 (V.I. Apr. 28, 2014). FAC fails to allege any facts to show how Kjaer used Parcel 11, how the use was at GS Jim’s expense, and that Kjaer knew he was unjustly enriching himself. GS Jim never alleges it asked to use the property (it did not), begging the question how Kjaer can be enriched at GS Jim’s expense when GS Jim never asked to use Parcel 11. FAC is void on any allegation how Kjaer knew about the deed restriction. The public record shows that historical covenant was not in the deed Karen received.

The Claim for unjust enrichment must be dismissed because it fails to allege that Kjaer knew about the historical deed restriction or that GS Jim ever tried to use Parcel 11.

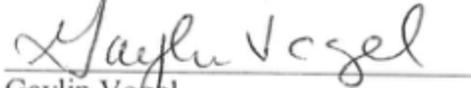
**X. Conclusion**

This action is an impermissible attempt to use the Judiciary to take away Defendants real property without any remuneration. The FAC should be dismissed because the enforcement of the historical deed restriction is barred by the statute of limitations. The Plaintiffs are not the intended beneficiary; therefore they do not have standing to enforce the historical covenants. There is no implied or expressed easement that burdens Parcel 11. Parcel 11 is not necessary to access the Island and the requested exclusive easement is extremely burdensome. The remaining claims must be dismissed because they stem from the time barred historical covenant.

All of the alleged claims rely on the enforceability of the historical covenant. Unenforceability of the historical covenant requires that the entire FAC be dismissed. Based on the foregoing Defendants request that this Court dismiss FAC with prejudice, order that the Lis Pendens recorded against Parcel 11 be removed and award it costs.

Dated: October 25, 2018

Kevin F. D'Amour, P.C.



Gaylin Vogel

VI Bar # 

P.O. Box 10829

St. Thomas, VI 00801



**CERTIFICATE OF SERVICE**

**THIS IS TO CERTIFY** that on this 25 day of October, 2018, I caused a true and correct copy of the Motion to Dismiss the First Amended Complaint to be sent to the following via US Mail, postage prepaid.

Christopher Allen Kroblin, Esq.  
Marjorie Whalen, Esq.  
Kellerhals Ferguson Kroblin PLLC  
Royal Palms Professional Building  
9053 Estate Thomas, Suite 101  
St. Thomas, VI 00802

A handwritten signature in black ink, appearing to read "C. Kroblin", is written over a horizontal line.

# WARRANTY DEED

THIS INDENTURE made the 18<sup>th</sup> day of January, 2016 between Christian Kjaer a/k/a Poul Christian Tage Kjaer, c/o Kevin F. D'Amour, 5143 Palm Passage, Suites 18B and 19B, St. Thomas, USVI 00802, (hereinafter the "Grantor") and Great St. Jim, LLC, a Virgin Islands Limited Liability Company, c/o Kellerhals Ferguson Kroblin PLLC, Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, VI 00802 (hereinafter referred to as "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of SEVENTEEN MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$17,500,000.00), paid by the Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and convey unto the Grantee, its successors and assigns, in fee simple absolute forever, all of his right, title and interest in and to the following described real property.

Parcel A Rem Great St. James Island  
No. 6A Red Hook Quarter  
St. Thomas, Virgin Islands  
As shown on PWD No. A9-626-T004  
Consisting of 56.1 U.S. Acres more or less

Parcel A-1 Great St. James Island  
No. 6A Red Hook Quarter  
St. Thomas, Virgin Islands  
As shown on PWD No. A9-626-T004  
Consisting of 4.2 U.S. Acres more or less

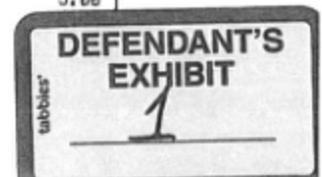
Parcel A-2 Great St. James Island  
No. 6A Red Hook Quarter  
St. Thomas, Virgin Islands  
As shown on PWD No. A9-626-T004  
Consisting of 19.8 U.S. Acres more or less

BEING THE SAME PREMISES which was conveyed to the Grantor by Final Adjudication of the Estate of Karen Elisabeth Kjaer a/k/a Karin Lis Kjaer dated October 15, 1987, recorded at the office of the Recorder of Deeds for St. Thomas and St. John on October 21, 1987, in Book No. 31-D, Page 54, Doc. No. 5090.

TOGETHER WITH any improvements thereon, and the rights, privileges and appurtenances belonging thereto;

Book:  
Pages: 0000  
Doc# 2016000575  
Filed & Recorded  
01/20/2016 2:50PM  
ERICA DOVER, M.P.A.  
RECORDER OF DEEDS  
ST THOMAS/ST JOHN  
RECORDING FEE \$ 17,512.00  
DEED DOC STAMP 3.5 \$ 612,500.00  
PER PAGE FEE \$ 5.00  
ATTACHMENT FEE \$

Doc# 2016000575



TO HAVE AND TO HOLD the premises conveyed hereby unto the Grantee, its successors and assigns, in fee simple absolute forever.

SUBJECT, HOWEVER, to Virgin Islands zoning regulations and to the covenants restrictions, easements and agreements of record.

AND THE GRANTOR WARRANTS that he is seized of the premises in fee simple and that he has good right to convey the premises, that Grantee shall quietly enjoy the premises; that the premises are free from encumbrances except as set forth or referred to herein; that Grantor will execute or procure any further necessary assurances of title to the premises and that Grantor will forever warrant and defend title to the premises.

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

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Christian Kjaer A/K/A Poul Christian Tage Kjaer

KINGDOM OF DENMARK ) ss.

This is to certify that Christian Kjaer today on my presence at the Notarial Office approved and signed the above document. No conspicuous corrects or addenda were found in the document.

He has proved his identity by presenting his passport.

District Court of \_\_\_\_\_, Denmark the \_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Notary Public

Doc# 201600575

NOTED IN THE CADASTRAL RECORDS  
FOR COUNTRY / TOWN PROPERTY, BOOK FOR  
GREAT ST. JAMES ISLAND

NO. 6A RED HOOK QUARTER

ST. THOMAS VIRGIN ISLANDS

Tax Assessor Office / Cadastral Division

St. Thomas, V.I. Dated: JANUARY 21, 2016

Wayne D. Callwood

Office of the Lieutenant Governor / Public Surveyor

**ATTEST:**

This is hereby certified that the above mentioned  
property to which, according

to WARRANTY DEED dated January 21, 2016

belongs to: GREAT ST. JIM, LLC a Virgin Islands Limited Liability Company (GRANTEE)

has not according to the Record of this office,  
undergone changes as to boundaries and area.

Tax Assessor Office / Cadastral Division

St. Thomas, V.I. Dated: JANUARY 21, 2016

Wayne D. Callwood

Office of the Lieutenant Governor / Public Surveyor



027135

This is to certify that

**Mr. Poul Christian Tage Kjær**

today in my presence at the Notarial Office approved and signed the above document

No conspicuous corrections or addenda were found in the document.

**Mr. Poul Christian Tage Kjær** has proved his identity by showing drivers license.

The Court in Lyngby, Denmark, 18 th January 2016

  
Ann-Kathrine Meyer Gravgaard  
Notary Public



Doc# 2016000575



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christofferssted, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

TO: Recorder Of Deeds

FROM: Office of the Tax Collector

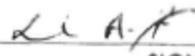
In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	1-09801-0101-00
LEGAL DESCRIPTION	GREAT ST JAMES ISLAND RED HOOK QTR.
OWNER'S NAME	KJAER, CHRISTIAN

Taxes have been researched up to and including 2015.

CERTIFIED TRUE AND CORRECT BY

**LUDENCE ROMNEY  
TAX COLLECTOR**

  
SIGNATURE

01/11/2016

DATE

Doc# 2016000575

WARRANTY DEED

THIS INDENTURE made the 21 day of January, 2016 between GSJ Properties Corp., a Virgin Islands Corporation, 5143 Palm Passage, Suites 18B and 19B, St. Thomas, USVI 00802, (hereinafter the "Grantor") and Great St. Jim, LLC, a Virgin Islands Limited Liability Company, c/o Kellerhals Ferguson Kroblin PLLC, Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, VI 00802 (hereinafter referred to as "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of FIVE MILLION and 00/100 DOLLARS (\$5,000,000.00), paid by the Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, in fee simple absolute forever, all of its right, title and interest in and to the following described real property.

- Parcel B-1 Rem Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7344-T004 Consisting of 10.3 U.S. Acres +/-
- Parcel B-1-1 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7344-T004 Consisting of 2.6 U.S. Acres +/-
- Parcel B-1-2 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7344-T004 Consisting of 19.7. U.S. Acres +/-
- Parcel B-2 Rem Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7345-T004 Consisting of 4.4 U.S. Acres +/-
- Parcel B-2-1 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7345-T004 Consisting of 1.36 U.S. Acres +/-
- Parcel B-2-2 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7345-T004 Consisting of 2.4 U.S. Acres +/-
- Parcel C-1 Rem Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7347-T004 Consisting of 26.9 U.S. Acres +/-
- Parcel C-1-1 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7347-T004 Consisting of 2.77 U.S. Acres +/-
- Parcel C-1-2 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7347-T004 Consisting of 2.89 U.S. Acres +/-
- Parcel C-2 Rem Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on P.W.D. No. D9-7346-T004 Consisting of 2.5 U.S. Acres +/-
- Parcel C-2-1 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7346-T004 Consisting of 2.4 U.S. Acres +/-
- Parcel C-2-2 Great St. James Island No. 6A Red Hook Quarter St. Thomas, Virgin Islands As shown on PWD No. D9-7346-T004 Consisting of 3.0 U.S. Acres +/-

BEING THE SAME PREMISES which were conveyed to the Grantor by Warranty Deed dated April 1, 2010 from Helle Bungaard and Steen Bungaard, recorded in the Office of the Recorder of Deeds for St. Thomas and St. John on May 11, 2011, as Doc. No. 2011003242 and Warranty Deed dated April 1, 2010 from John Knud Fürst, Nina Fürst and Kim Fürst, recorded in the Office of the Recorder of Deeds for St. Thomas and St. John on January 11, 2016, as Doc. No. 2016000170, respectively.

TOGETHER WITH any improvements thereon, and the rights, privileges and appurtenances belonging thereto:

TO HAVE AND TO HOLD the premises conveyed hereby unto the Grantee, its successors and assigns, in fee simple absolute forever.

SUBJECT, HOWEVER, to Virgin Islands zoning regulations and to the covenants restrictions, easements and agreements of record.

Doc# 2016000576

SUBJECT. HOWEVER, to Virgin Islands zoning regulations and to the covenants restrictions, easements and agreements of record.

AND THE GRANTOR WARRANTS that he is seized of the premises in fee simple and that he has good right to convey the premises, that Grantee shall quietly enjoy the premises; that the premises are free from encumbrances except as set forth or referred to herein; that Grantor will execute or procure any further necessary assurances of title to the premises and that Grantor will forever warrant and defend title to the premises

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

WITNESS:

GSJ Properties Corp., a Virgin Islands Corporation

*Sybilin Vogel*  
Sybilin Vogel

*[Signature]*  
by: Kevin F. D'Amour, President

*Donna Slack*  
Donna Slack

Attested:

*Jeannette Casey*  
by: Jeannette Casey, Secretary

Book:	
Pages:	0000
Doc#	2016000576
Filed & Recorded	
01/28/2016 2:50PM	
ERICA DOVER, M.P.A.	
RECORDER OF DEEDS	
ST THOMAS/ST JOHN	
RECORDING FEE	\$ 5,012.00
DEED DOC STAMP 3.0	\$ 150,000.00
PER PAGE FEE	\$ 5.00
ATTACHMENT FEE	\$ 44.00

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS AND ST. JOHN ) ss.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2016 by Kevin F. D'Amour as President for and on behalf of GSJ Properties Corp. a Virgin Islands Corporation.

*Carrie DeLight De Leon*  
Notary Public

**Carrie DeLight De Leon**  
**Notary Public**  
**St. Thomas - St. John, USVI**  
**NP - 108-12**  
**Comm. Exp. 12/12/2016**

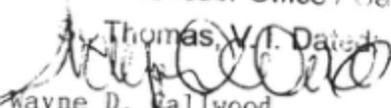
Doc# 2016000576

NOTED IN THE CADASTRAL RECORDS  
FOR COUNTRY / TOWN PROPERTY, BOOK FOR  
GREAT ST. JAMES ISLAND

NO. 6 A RED HOOK QUARTER  
ST. THOMAS VIRGIN ISLANDS

Tax Assessor Office / Cadastral Division

St. Thomas, V.I. Dated: JANUARY 21, 2016

  
Wayne D. Wallwood

Office of the Lieutenant Governor / Public Surveyor

**ATTEST:**

It is hereby certified that the **above mentioned**  
**property/s** which, according

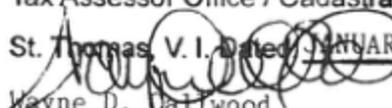
to WARRANTY DEED dated January 21, 2016

belongs to: GREAT ST. JIM, LLC, a Virgin Islands Limited Liability Company (GRANTEE)

has not according to the Record of this office,  
undergone changes as to boundaries and area.

Tax Assessor Office / Cadastral Division

St. Thomas, V.I. Dated: JANUARY 21, 2016

  
Wayne D. Wallwood

Office of the Lieutenant Governor / Public Surveyor



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christsted, Virgin Islands 00820 • 340.773.4449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

TO: Recorder Of Deeds  
FROM: Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	1-09801-0102-00
LEGAL DESCRIPTION	B-1&B-2 GREAT ST JAMES ISLAND RED HOOK QTR.
OWNER'S NAME	GSJ PROPERTIES CORP

Taxes have been researched up to and including 2015.

CERTIFIED TRUE AND CORRECT BY

LUDENCE ROMNEY  
TAX COLLECTOR

*L. A. R.*  
SIGNATURE

01/22/2016

DATE

Doc# 2016000576



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

TO: Recorder Of Deeds

FROM: Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	1-09801-0103-00
LEGAL DESCRIPTION	C-1&C-2 GREAT ST JAMES ISLAND No.6A RED HOOK QTR.
OWNER'S NAME	FURST, JOHN K. , KIM & NINA

Taxes have been researched up to and including 2015.

CERTIFIED TRUE AND CORRECT BY

**DELBERT HEWITT**  
CHIEF OF STAFF

  
SIGNATURE

11/09/2015

DATE

Doc# 2016000576

IN THE TERRITORIAL COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS AND ST. JOHN

IN THE MATTER OF THE ESTATE OF )  
KAREN ELISABETH KJAER a.k.a. ) PROBATE NO. 43/1987  
KAREN LIS KJAER, Deceased, )

FINAL ADJUDICATION

In this matter, the Court finds that:

- 5090  
1987
1. Karen Elizabeth Kjaer a.k.a. Karen Lis Kjaer (the "decedent") died a resident of Ollon, Chesières, Switzerland.
  2. The decedent died on May 28, 1983, at Chalet "Aloa", Ollon, Chesières, Switzerland.
  3. The decedent left a Last Will and Testament dated September 7, 1979 (the "Will"), which Will was admitted to probate by the Justice of the Peace, Circuit of Ollon, Lausanne, Switzerland.
  4. The domiciliary Executor of the estate of the decedent (the "estate") is Christian Kjaer of Frederiksberggade, 24, 5, 1459 Copenhagen, Denmark.
  5. The death certificate of the decedent, the Will, and the documents admitting the Will to probate and appointing Christian Kjaer domiciliary Executor of the estate of the decedent, were recorded at the Office of the Recorder of Deeds for St. Thomas and St. John on December 23, 1986, in, respectively, Book 29-P, Pages 133, 137 and 142, Sub Nos. 6607, 6607(a), 6608, 6608(a), 6609 and 6609(a).

54

tabbies  
**DEFENDANT'S  
EXHIBIT**  
2

6. The legatees and devisees under the Will are Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard, the son, daughter and grandchildren, respectively, of the decedent.

7. On May 3, 1987, the said legatees and devisees, Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard, pursuant to Rule 41 of the District Court of the Virgin Islands and to Title 15 § 198 of the Virgin Islands Code, filed with this Court their petition for settlement of the estate without administration.

8. Notice to Creditors and possible heirs has been duly published and posted, in accordance with law, and proof thereof filed with this Court.

9. Pursuant to Rule 41 of the District Court of the Virgin Islands and to Title 15 § 192 of the Virgin Islands Code the inventory of the estate was appraised by two responsible persons and their appraisal submitted to this Court as follows:

REAL PROPERTY

- |   |                |
|---|----------------|
| (1) Great St. James Island<br>No. 6-A Red Hook Quarter<br>St. Thomas, Virgin Islands  | \$3,000,000.00 |
| (2) Parcel No. 11 Estate Nazareth<br>No. 1 Red Hook Quarter<br>St. Thomas, Virgin Islands,<br>as shown on Public Works Drawing<br>No. F9-370-T59 dated<br>December 24, 1958 | \$ 100,000.00  |

PERSONAL PROPERTY

NONE

-0-

55

TOTAL PROPERTY OF THE ESTATE \$3,100,000.00

10. The said petitioners, Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard have paid all debts of the decedent in the Virgin Islands which have come to their notice, and accept the estate in the Virgin Islands clearly, simply and unconditionally, making the said Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard and the property of the decedent in the Virgin Islands responsible for any further debts that may be owing by the decedent.

11. The estate consists of the following:

REAL PROPERTY

(1) Great St. James Island No. 6-A Red Hook Quarter St. Thomas, Virgin Islands	\$3,000,000.00
(2) Parcel No. 11 Estate Nazareth No. 1 Red Hook Quarter St. Thomas, Virgin Islands, as shown on Public Works Drawing No. F9-370-T59 dated December 24, 1958	\$ 100,000.00

PERSONAL PROPERTY

NONE	<u>-0-</u>
TOTAL PROPERTY OF THE ESTATE	<u>\$3,100,000.00</u>

Disbursements:

Filing petition and inventory	\$ 7.00	
Recording Will and Other Documents	40.00	
Publication of Notice to Creditors	204.32	
Legal Fees	<u>20,000.00</u>	\$ 20,251.32

TOTAL DISTRIBUTABLE ESTATE \$3,079,748.68

56

12. The domiciliary Executor has been notified of the filing of the petition and proof thereof filed with this Court.

13. The Virgin Islands inheritance tax of \$151,487.49 has been paid.

14. By their Renunciation, Disclaimer, Waiver and Release, filed simultaneously with their petition for settlement without administration, petitioners, Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard, have advised this Court that they have renounced and disclaimed forever the devises made to them by the Will, and have unanimously agreed among themselves, notwithstanding the Will, how the estate should be apportioned and distributed among them, and have petitioned this Court that the estate be apportioned and distributed in such manner.

WHEREFORE, the Court being satisfied in the premises it is hereby,

ORDERED, ADJUDGED AND DECREED that the petition of Christian Kjaer, Merete Furst, Helle Bundgaard and Steen Bundgaard dated May 8, 1987, for settlement of the estate without administration be and the same is hereby approved, and it is further

ORDERED, ADJUDGED AND DECREED that said petitioners having also filed with this Court on said date of May 8, 1987, an instrument renouncing and disclaiming forever the devises made to them by the Will, and having unanimously petitioned this Court that the estate be apportioned and distributed in the manner set forth in said instrument, the estate of the decedent in the

Virgin Islands be and the same is hereby apportioned and distributed among said petitioners in the following manner:

- (a) TO CHRISTIAN KJAER, his heirs and assigns, in fee simple absolute forever:

Parcel "A" Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, Virgin Islands, consisting of 80.7 acres, more or less, as shown on a drawing and metes and bounds description of same prepared by Virgin Islands Engineering and Surveying, Inc., dated September 24, 1984, and bearing Public Works Department File No. D9-2825-T84;

AND

Parcel No. 11 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, consisting of 0.25 acre, more or less, as shown on Public Works Department Drawing No. F9-370-T59 dated December 24, 1958;

- (b) TO HELLE BUNDGAARD and STEEN BUNDGAARD, their heirs and assigns, as tenants in common in equal shares, in fee simple absolute forever:

Parcels Nos. B-1 and B-2 Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, Virgin Islands, consisting of 32.7 acres and 8.25 acres, respectively, more or less, as shown on a drawing and metes and bounds description of same prepared

by Virgin Islands Engineering and Surveying, Inc., dated September 24, 1984, and bearing Public Works Department File No. D9-2825-T84.

(c) TO MERETE FURST, her heirs and assigns, in fee simple absolute forever:

Parcels No. C-1 and C-2 Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, Virgin Islands, consisting of 32.7 acres and 8.25 acres, respectively, more or less, as shown on a drawing and metes and bounds description of same prepared by Virgin Islands Engineering and Surveying, Inc., dated September 24, 1984, and bearing Public Works Department File No. D9-2825-T84; and it is further

ORDERED, ADJUDGED AND DECREED that upon the foregoing distribution being made, the estate will be deemed closed.

ALL OF THE FOREGOING ORDERS ARE SUBJECT TO THE PROVISIONS OF Chapter 13, Title 15 of the Virgin Islands Code.

Dated: October 15, 1987

Alfonso A. Christian  
ALFONSO A. CHRISTIAN  
Judge of the Territorial Court

Attest:

Viola E. Smith  
Administrator/Clerk of the Court

By: Gloria K. Shamps  
Chief Deputy Clerk

RECORDED IN THE RECORDER'S OFFICE FOR THE DISTRICT OF ST. THOMAS AND ST. JOHN VIRGIN ISLANDS OF THE U.S.A. BOOK 31-2 PAGE 54 SUB NO. 590 THE REAL (PERSONAL) PROPERTY IS BEING QUARTER NO. 43 TRACES 236 + 237 AUXILIARY DATE: Oct 24 1987 DISTRICT RECORDER OF DEEDS

1987 OCT 21 PM 3:30  
I HEREBY A TRUE COPY  
Dated: Oct 16, 1987  
Viola E. Smith  
Administrator/Clerk of the Court  
BY: George  
Deputy



and described in that deed dated April 14, 1978 from Cowpet Bay Corporation to The Anchorage Associates, which deed was recorded April 24, 1978 in Book 18-U, Page 52, No. 1114 in the Office of the Recorder of Deeds for St. Thomas and St. John;

TOGETHER WITH a non-exclusive easement in perpetuity, appurtenant to and running with the premises herein conveyed, on, over and across the Estate Road Right of Way from Parcel No. 8-57-4 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, to and from the Public Road for ingress, egress and regress, by foot or by vehicle, by the Grantees, her heirs, assigns, licensees and invitees;

TOGETHER WITH a non-exclusive easement in perpetuity, appurtenant to and running with the premises herein conveyed, on, over and across that certain easement area shown on Public Works Drawing File No. D9-1395-T78, hereinabove referred to, as Easement "A", to and from the said Easement "A" and the Public Road for ingress, egress and regress, by foot or by vehicle, by the Grantee, her heirs, assigns, licensees and invitees;

TOGETHER WITH all of the Grantors' right, title and interest in and to United States Department of the Army, Corps of Engineers, Permit Nos. 79J-5011 and 79J-5013, both dated June 21, 1979, for the construction of docks at, respectively, Red Hook, St. Thomas, Virgin Islands, and St. James Bay, Great St. James Island, St. Thomas, Virgin Islands, the original of which Permit is annexed hereto, made a part hereof, and intended to be recorded simultaneously herewith;

TOGETHER WITH all of the Grantors' right, title and interest in and to Department of Conservation and Cultural Affairs, Government of the Virgin Islands of the United States, Submerged Lands Permit No. 213, dated effective August 24, 1979, for the construction of the two (2) docks referred to hereinabove, and for the use and occupancy of the submerged lands over which the said docks will be located, the original of which Permit is annexed hereto, made a part hereof, and intended to be recorded simultaneously herewith;

Vertical stamp: OFFICE OF THE RECORDER OF DEEDS, ST. THOMAS, VIRGIN ISLANDS. Includes handwritten numbers 10, 1000, and 10000.

SUBJECT, HOWEVER, to the right, if any, of the United States of America to maintain the aid to navigation at present in place on Current Rock, the terms and conditions of the aforesaid permits relating to the construction and use of docks at Great St. James Island and Parcel No. 11 Estate Nazareth, and the submerged lands over which the said docks will be located, the rights of others in the easements herein granted, and zoning ordinances and statutes of the Virgin Islands of the United States.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, her heirs and assigns, in fee simple absolute forever.

AND THE GRANTORS COVENANT that they have done nothing to encumber or otherwise impair title to the premises herein conveyed, or taken any other action which would prevent the Grantee from exercising quiet enjoyment of the said premises.

IN WITNESS WHEREOF, the Grantors have executed this deed of bargain and sale the day and year first above written.

WITNESSES:

\_\_\_\_\_

*William H. Evans*

\_\_\_\_\_

*James A. Evans, Jr.*

\_\_\_\_\_

*William H. Evans*

\_\_\_\_\_  
JAMES A. EVANS, JR.

\_\_\_\_\_  
WILLIAM H. EVANS

COMPET BAY CORPORATION

By: \_\_\_\_\_, President

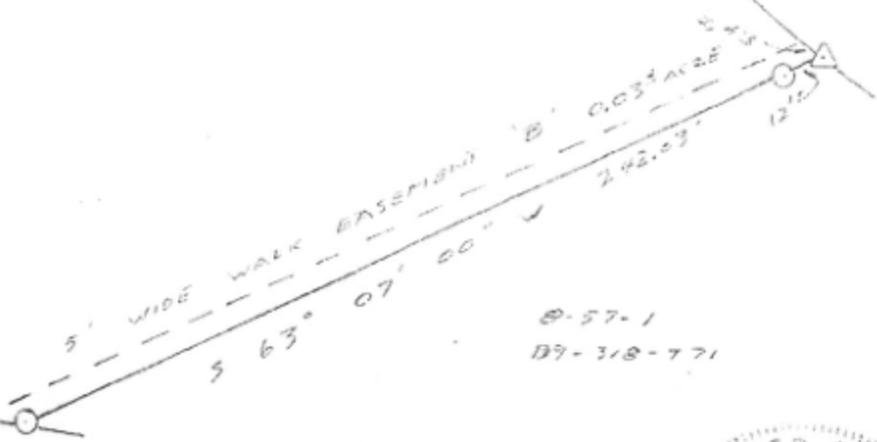
Attest: \_\_\_\_\_, Secretary

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS AND ST. JOHN ) ss:

On this *4th* day of *October*, 1979, before me, the undersigned officer, personally appeared JAMES A. EVANS, JR. and WILLIAM H. EVANS, known to me and to me known to be the individuals described in the foregoing Bargain and Sale Deed; and acknowledged that they executed same freely and voluntarily for the purposes therein contained.



SHORRLINE THIS DATE FROM field SURVEY

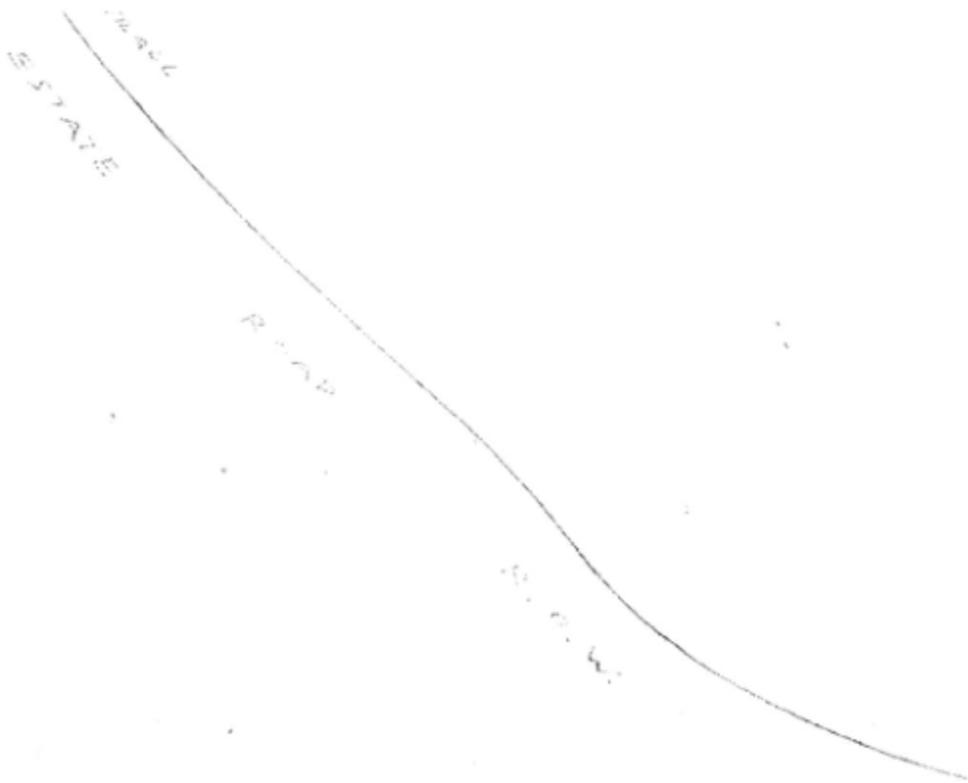


B-57-1  
 D9-318-771



<b>VIRGIN ISLANDS ENGINEERING AND SURVEYING, INC.</b>	
PARCEL B-57-4 & EASEMENTS A, B, C & D ESTATE NAZARETH NO. 1 REDHOOK QUARTER ST. THOMAS, V.I.	
SURVEY : L.M.A. CALC. : L.M.A. & J.B. SCALE : 1" = 50' DATE : 1-17-1978 DWG. NO.: 1247-3	APPROVED:  P.W.D. FILE NO. <b>D9-1395-T7B</b>

○ BOUNDARY  
 △ UNMARKED POINT  
 - - - EASEMENT LINE



NOTE:

THIS MAP SUPERSEDES P.W.D. NOS.

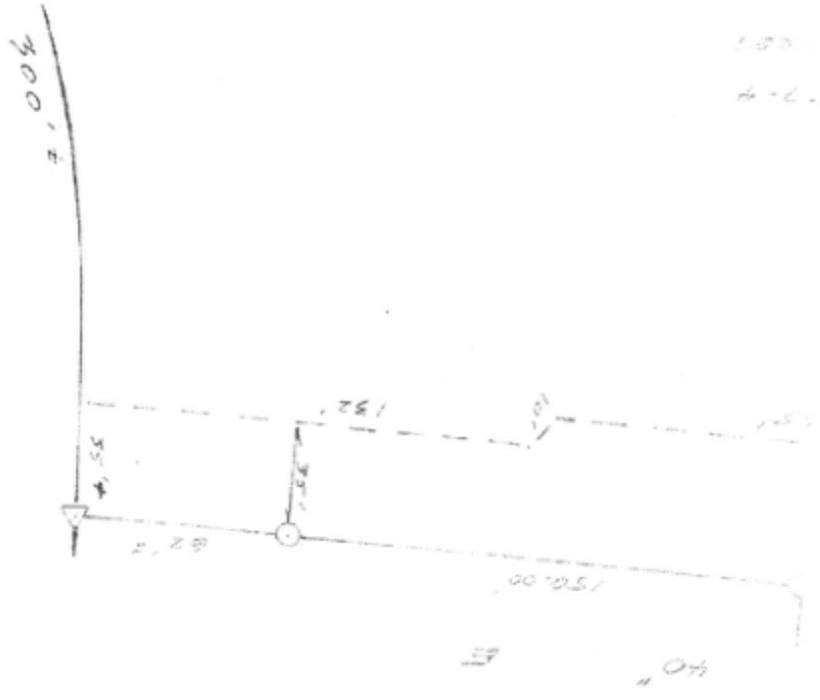
D9-1355-777 " 8/22/77

& D9-1363-777 " 4/15/77

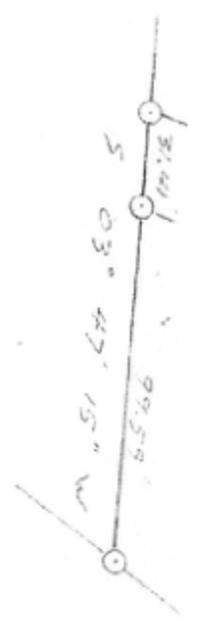


100  
4-4

COUPEL  
BAY



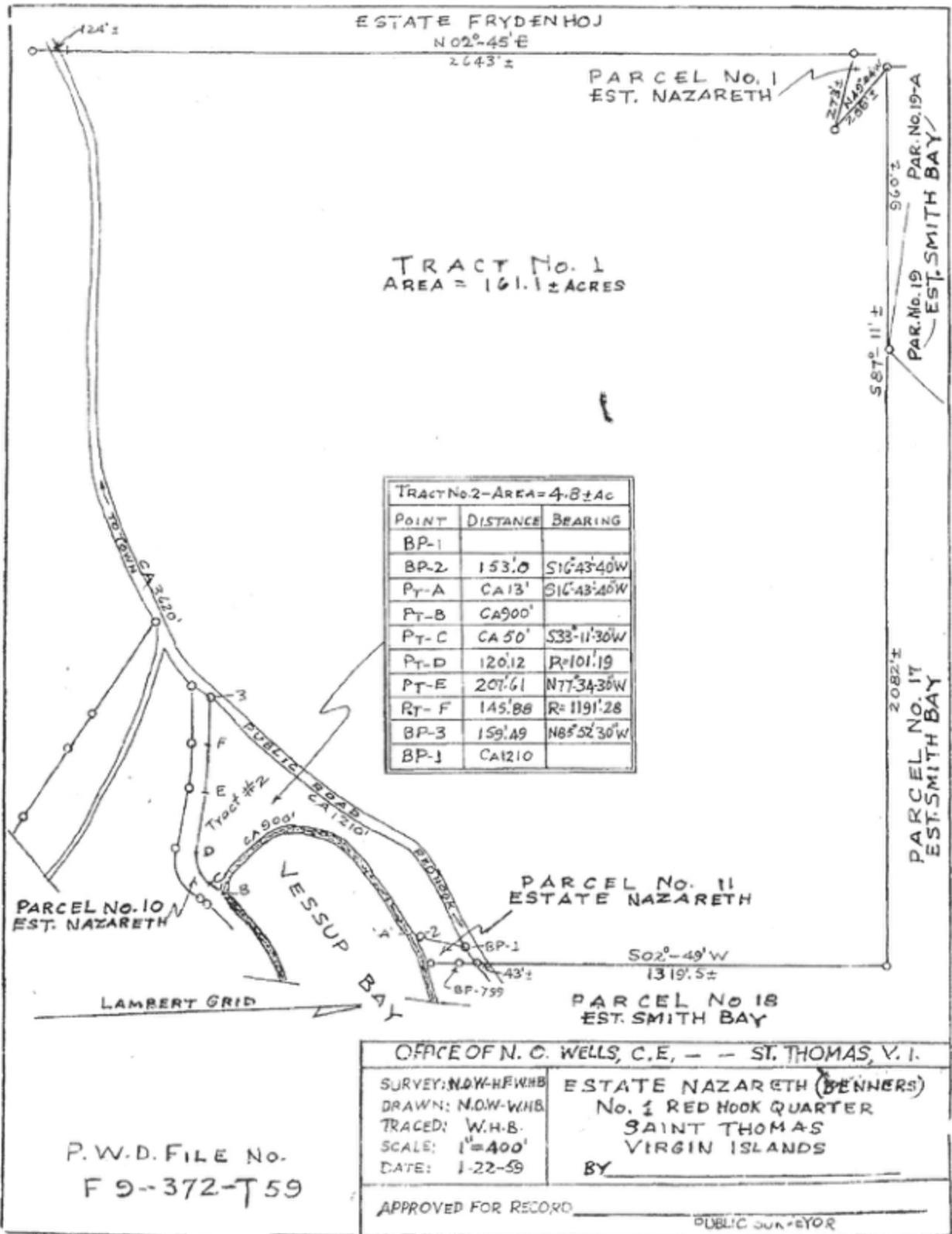
#B-5B



B-1



09-1395-78



P.W.D. FILE No.  
F 9-372-T59

F 9-372-T59

DEFENDANT'S  
EXHIBIT  
5



Doc# 2011003242  
# Pages 5  
05/11/2011 2:56PM  
Official Records of  
ST THOMAS/ST JOHN  
WILMA G. HART SMITH  
RECORDER OF DEEDS  
Fees \$93021.00

**WARRANTY DEED**

THIS INDENTURE, made the 1 day of 04, 2010 between Helle Bundgaard and Steen Bundgaard of Denmark (hereinafter collectively referred to as "Grantors") and GSJ Properties Corp., a Virgin Islands Corporation, Time Center Building, 4600 Estate Charlotte Amalie, St. Thomas, VI 00802, (hereinafter referred to as "Grantee").

**WITNESSETH:** That the Grantors, for and in consideration of the sum of three millions DOLLARS (\$3,000,000.00), paid by the Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, in fee simple absolute forever, all of their right, title and interest in and to the following described real property:

Parcel B-1 and B-2 Great St. James Island, No. 6A Red Hook Quarter, St. Thomas, Virgin Islands consisting of 32.7 acres and 8.25 acres, respectively, more or less as shown on P.W.D. No. D9-2825-T84,

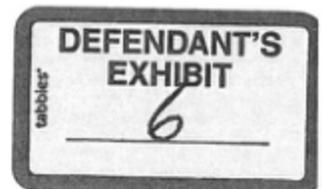
**BEING THE SAME PREMISES** which were conveyed to the Grantors by Final Adjudication of the Estate of Karen Elizabeth Kjaer a/k/a Karin Lis Kjaer dated October 15, 1987, recorded at the Office of the Recorder of Deeds on October 21, 1987, in Book No. 31D, Page 54, Sub. No. 5090.

**TOGETHER WITH** any improvements thereon, and the rights, privileges and appurtenances belonging thereto;

**TO HAVE AND TO HOLD** the premises conveyed hereby unto the Grantee, its successors and assigns, in fee simple absolute forever.

**SUBJECT, HOWEVER,** to Virgin Islands zoning regulations and to the covenants, restrictions, easements and agreements of record.

Doc# 2011003242



AND THE GRANTORS WARRANT that they are seized of the premises in fee simple and that they have good right to convey the premises, that Grantees shall quietly enjoy the premises; that the premises are free from encumbrances except as set forth or referred to herein; that Grantors will execute or procure any further necessary assurances of title to the premises and that Grantors will forever warrant and defend title to the premises.

IN WITNESS WHEREOF, the Grantors have executed this warranty deed the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Book:  
Pages: 0000  
Doc# 2011003242  
Filed & Recorded  
05/11/2011 2:56PM  
WILMA O. HART SMITH  
RECORDER OF DEEDS  
ST THOMAS/ST JOHN  
RECORDING FEE \$ 3,812.00  
DEED DOC STAMP-3.0 \$ 98,000.00  
PER PAGE FEE \$ 5.00  
ATTACHMNT FEE \$ 4.00

  
Helle Bundgaard

  
Steen Bundgaard

)  
) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by Helle Bundgaard and Steen Bundgaard.

\_\_\_\_\_  
Notary Public  
Commission No.:

)  
) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by Helle Bundgaard and Steen Bundgaard.

\_\_\_\_\_  
Notary Public  
Commission No.:

Received for recording in the virgin Islands  
on 5/3/2011

Cern R 



This is to certify that Mr. Helle Elisabeth Bundgaard and Mr. Steen Poul Bundgaard today in my presence at the Notarial Office approved and signed the above document. No conspicuous corrections or addenda were found in the document.

They have proved their identities by presenting passports.

District Court of Lyngby, Denmark the 13th of April 2010

*Grete Wittendorff*  
Grete Wittendorff  
Notary Public



ATTEST:

It is hereby certified that the above mentioned property/s which, according to WARRANTY DEED dated April 1, 2011 belongs to: GSJ PROPERTIES CORP.(GRANTEE)

Doc# 2011003242  
# Pages 5  
05/11/2011 2:56PM  
Official Records of  
ST THOMAS/ST JOHN  
WILMA O. HART SMITH  
RECORDER OF DEEDS  
Fees \$93021.00

has not, according to the Records of this office, undergone any changes as to boundaries and area.

Cadastral Survey/Tax Assessor Offices  
St. Thomas, V.I. Dated: April 8, 2011  
*Phyllis Harrigan*  
Phyllis Harrigan, Special Assistant  
to the Tax Assessor for Surveys  
Office of the Lieutenant Governor

NOTED IN THE CADASTRAL RECORDS  
FOR COUNTRY/TOWN PROPERTY, BOOK FOR  
GREAT ST. JAMES ISLANDS

NO. 6A RED HOOK QUARTER

ST. THOMAS, VIRGIN ISLANDS

Cadastral Survey/Tax Assessor Offices  
St. Thomas, V.I. Dated: April 8, 2011  
*Phyllis Harrigan*  
Phyllis Harrigan, Special Assistant  
to the Tax Assessor for Surveys  
Office of the Lieutenant Governor

Doc# 2011003242



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

TO: Office of the Recorder of Deeds

FROM: Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	1-09801-0102-00
LEGAL DESCRIPTION	B-1 & B-2 GREAT ST JAMES ISLAND RED HOOK QTR.
OWNER'S NAME	BUNGAARD, HELLE & STEEN

Taxes have been researched up to and including 2006

CERTIFIED TRUE AND CORRECT BY

Valencio Jackson  
Tax Collector

Robert Hewitt  
SIGNATURE

April 7, 2011

DATE

Doc# 2011003242

OK 126

Book:  
 Pages:  
 Doc# 2004006268  
 Filed & Recorded  
 07/14/2004 9:17AM  
 WILMA O. HART SMITH  
 RECORDER OF DEEDS  
 ST THOMAS/ST JOHN

RECORDING FEE	\$	851.00
PER PAGE FEE	\$	5.00
ATTACHMENT FEE	\$	4.00

**EXECUTOR'S DEED**

This Deed made this 6 day of ~~November~~ <sup>December</sup>, 1999, by and between Jørgen Frank Jakobsen and Jens Zilstroff, Executors of the Estate of Merete Emilie Fürst, of c/o Jens Zilstroff, Esplanaden 34, 1263 Copenhagen K, Denmark (hereinafter called "Grantor"), and John Kund Fürst of Hambros Alleé, DK-2900, Hellerup, Denmark . Kim Fürst of Eftersarsvej 2, DK 2920, Charlotten Lund, Denmark and Nina Fürst of Gardes Allé 33, DK 2900, Hellerup, Denmark, (hereinafter called "Grantees").

**WITNESSETH:**

That for an in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys unto the Grantees, their heirs, successors and assigns, all that certain lot, piece or parcel of land in St. Thomas, U.S. Virgin Islands described as: Parcels C-1 and C-2 of Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of 40.95 U.S. acres, more or less, as shown on PWD No. D9-2825-T84.

**BEING THE SAME PREMISES** which were conveyed to Merete Emilie Fürst by Final Adjudication of the Estate of Karen Elizabeth Kjaer dated November 10, 1987, recorded at the Office of the Recorder of Deeds on November 10, 1987, in Book No. 31D, Page 54.

**TOGETHER** with all of the improvements and appurtenances thereunto belonging, all of the estate, right, title and interest of the Grantor.

**SUBJECT TO** all declarations, covenants, restrictions and easements of record, and to Virgin Islands zoning regulations.

**TO HAVE AND TO HOLD** the same unto the Grantees, as tenants in common, their heirs, successors and assigns, in fee simple absolute forever.

**AND THE GRANTOR HEREBY WARRANTS:**

That the Grantor has not done, committed, executed, or suffered any act, matter, or thing whatsoever, whereby the above-granted premises, or any part thereof, may be impeached, charged, or encumbered, in any manner whatsoever.

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

WITNESSES:

  
 \_\_\_\_\_  
 Jørgen Frank Jakobsen  
 Executor of the Estate of  
 Merete Emilie Fürst

Doc# 2004006268

RECEIVED FOR RECORDING AT THE RECORDER'S OFFICE  
 THE 14<sup>th</sup> DAY OF July 2004 AT 9:50  
A.M.  
  
 \_\_\_\_\_  
 DISTRICT RECORDER OF DEEDS

DEFENDANT'S  
 EXHIBIT  
7

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
Jens Zilstroff  
Executor of the Estate of  
Merete Emilie Fürst

The foregoing Warranty Deed was acknowledged before me the undersigned officer on the 6<sup>th</sup> day of December, 1997 by Jørgen Frank Jakobsen in his capacity as Executor of the Estate of Merete Emilie Fürst.

  
\_\_\_\_\_  
Notary Public  
ERIK SCHACK  
Notary public of Copenhagen

The foregoing Warranty Deed was acknowledged before me the undersigned officer on the 6<sup>th</sup> day of December, 1997 by Jens Zilstroff, in his capacity as Executor of the Estate of Merete Emilie Fürst.

  
\_\_\_\_\_  
Notary Public  
ERIK SCHACK  
Notary public of Copenhagen



NOTED IN THE CADASTRAL RECORDS  
FOR COUNTRY/TOWN PROPERTY, BOOK FOR  
GREAT ST. JAMES ISLAND, NO. 6A RED HOOK  
QUARTER, ST. THOMAS, VIRGIN ISLANDS.

Cadastral Survey/Tax Assessor Offices  
St. Thomas, V.I. Dated: November 9, 2001  
*Phyllis H. Morgan*  
Phyllis H. Morgan, Special Assistant to the  
Tax Assessor for Surveys  
Office of the Lieutenant Governor

ATTEST:

It is hereby certified that the above  
mentioned property/s which, according  
to EXECUTOR'S DEED dated December 6, 1999  
belongs to: JOHN KUND FURST, KIM FURST and  
NINA FURST (GRANTEES) AS TENANTS IN COMMON  
has not, according to the Records of  
this office, undergone any changes as to  
boundaries and area.

Doc# 2004006268

Cadastral Survey/Tax Assessor Offices  
St. Thomas, V.I. Dated: November 9, 2001  
*Phyllis H. Morgan*  
Phyllis H. Morgan, Special Assistant to the  
Tax Assessor for Surveys  
Office of the Lieutenant Governor

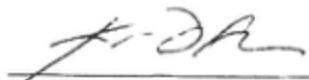
AFFIDAVIT OF KEVIN F. D'AMOUR

Territory of the U.S. Virgin Islands )  
District of St. Thomas and St. John ) ss.

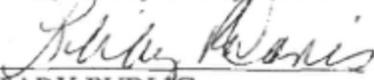
I, Kevin F. D'Amour, first being duly sworn, depose and state the following facts  
unto the Court:

1. I am an adult resident of St. Thomas, U.S. Virgin Islands and competent to make this Affidavit.
2. I am the attorney for the Estate of Merete Furst.
3. On the 6th day of December, 1999 the executors of the Estate conveyed Parcel Nos. C-1 and C-2 of Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, U.S. Virgin Islands to the sons and daughter of Merete Furst.
4. John Kund Furst, Kim Furst and Nina Furst are the sons and daughter of Merete Furst.
5. Pursuant to Title 33, Section 128 (a) (8) of the Virgin Islands Code this conveyance is exempt from stamp taxes.
6. For recording fee purposes the value of the transfer is \$839,091.00.

Dated: July 13, 2004

  
\_\_\_\_\_  
Kevin F. D'Amour

SUBSCRIBED and SWORN to before  
me this 13th day of July, 2004.

  
\_\_\_\_\_  
NOTARY PUBLIC

**Libby R. Davis**  
Notary Public No. NP-111-03  
U.S. Virgin Islands  
District Of St. Thomas & St. John  
Comm. Expires August 1, 2007

PR: #438119 v1 (9#12011.DOC) 123294-2

Doc# 2004006268

**GOVERNMENT OF  
 THE VIRGIN ISLANDS OF THE UNITED STATES  
 CHARLOTTE AMALIE, ST. THOMAS, V.I. 00801  
 -----0-----  
 DEPARTMENT OF FINANCE  
 TREASURY DIVISION**

TO: THE RECORDER OF DEEDS

FROM: THE TREASURY DIVISION

IN ACCORDANCE WITH Title 28, SECTION 121 AS AMEMDED, THIS IS  
 CERTIFICATION THAT THERE ARE NO REAL PROPERTY TAXES

OUTSTANDING FOR FURST, MERETE  
 Great St. James Island,  
 #C-1 & C-2,  
~~Red Hook Quarter~~ (PARCEL NO.) 1-09801-0103-00

\_\_\_\_\_)  
 TAXES RESEARCHED UP TO AND INCLUDING 2002.

RESEARCHED BY:	<u>Ira Christopher</u>
TITLE:	<u>Enforcement Officer II</u>
DATE:	<u>June 15, 2004</u>
VERIFIED BY:	<u>Ianthe M. De Alomal</u>
TITLE:	<u>Chief, Revenue Collection</u>
DATE:	<u>June 15, 2004</u>
COLLECTOR NO.	<u>8501</u>

DOC# 2004006268



Doc# 2016000170  
 Filed & Recorded  
 01/11/2016 2:35PM  
 ERICA DOVER, M.P.A.  
 RECORDER OF DEEDS  
 ST THOMAS/ST JOHN  
 RECORDING FEE \$ 3,012.00  
 DEED DOC STAMP 3.0 \$ 90,000.00  
 PER PAGE FEE \$ 5.00  
 PENALTY FEE \$ 100.00

**WARRANTY DEED**

THIS INDENTURE, made the 1st day of April, 2010 between John Knud Fürst, Nina Fürst and Kim Fürst of Denmark (hereinafter collectively referred to as "Grantors") and GSJ Properties Corp., a Virgin Islands Corporation, Time Center Building, 4600 Estate Charlotte Amalie, St. Thomas, VI 00802, (hereinafter referred to as "Grantee").

**WITNESSETH:** That the Grantors, for and in consideration of the sum of three million DOLLARS (\$ 3,000,000.00), paid by the Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration, do hereby grant and convey unto the Grantee, its successors and assigns, in fee simple absolute forever, all of their right, title and interest in and to the following described real property:

Parcel Nos. C-1 and C-2 of Great St. James Island, No. 6-A Red Hook Quarter, St. Thomas, U.S. Virgin Islands, consisting of 32.7 and 8.25 U.S. acres, respectively, more or less, as shown on PWD No. D9-2825-T84,

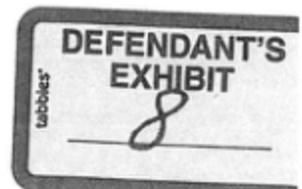
BEING THE SAME PREMISES which were conveyed to the Grantors by Final Adjudication of the Estate of Karen Elizabeth Kjaer a/k/a Karin Lis Kjaer dated October 15, 1987, recorded at the Office of the Recorder of Deeds on October 21, 1987, in Book No. 31D, Page 54, Sub. No. 5090.

TOGETHER WITH all of the improvements and appurtenances thereunto belonging, all of the estate, right, title and interest of the Grantors.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, in fee simple absolute forever.

SUBJECT, HOWEVER, to Virgin Islands zoning regulations and to the covenants, restrictions, easements and agreements of record.

Doc# 2016000170



**AND THE GRANTORS WARRANT** that they are seized of the premises in fee simple and that they have good right to convey the premises, that Grantees shall quietly enjoy the premises; that the premises are free from encumbrances except as set forth or referred to herein; that Grantors will execute or procure any further necessary assurances of title to the premises and that Grantors will forever warrant and defend title to the premises.

**IN WITNESS WHEREOF**, the Grantors have executed this warranty deed the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

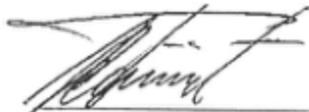
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_  
John Knud Fürst

  
\_\_\_\_\_  
Nina Fürst

  
\_\_\_\_\_  
Kim Fürst

Doc# 2016000170

)  
) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by John Knud Fürst.

\_\_\_\_\_  
Notary Public  
Commission No.:

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS AND ST. JOHN ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2010 by Nina Fürst.

\_\_\_\_\_  
Notary Public  
Commission No.:

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. THOMAS AND ST. JOHN ) ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2010 by Kim Fürst.

\_\_\_\_\_  
Notary Public  
Commission No.:

Doc# 2016000170



This is to certify that Kim Fürst, Nina Fürst and John Knud Fürst today in my presence at the Notarial Office approved and signed the above document. No conspicuous corrections or addenda were found in the document.

Kim Fürst, Nina Fürst and John Knud Fürst have proved their identities by presenting passports.

The District Court of Lyngby, Denmark, the 12th.day of April 2010

*[Handwritten signature]*

Lissi Markussen  
Notary Public



ATTEST:

It is hereby certified that the above mentioned property/s which, according to WARRANTY DEED dated April 1, 2011 belongs to: GSJ PROPERTIES CORP (GRANTEE)

has not, according to the Records of this office, undergone any changes as to boundaries and area.

Cadastral Survey/Tax Assessor Offices

*[Handwritten signature]*  
St. Thomas, V.I. Dated: April 8, 2011  
Phyllis Harrigan, Special Assistant  
to the Tax Assessor for Surveys  
Office of the Lieutenant Governor

NOTED IN THE CADASTRAL RECORDS  
FOR COUNTRY/TOWN PROPERTY, BOOK FOR  
GREAT ST. JAMES ISLANDS  
NO. 6-A RED HOOK QUARTER  
ST. THOMAS, VIRGIN ISLANDS

Cadastral Survey/Tax Assessor Offices  
St. Thomas, V.I. Dated: April 8, 2011  
Phyllis Harrigan, Special Assistant  
to the Tax Assessor for Surveys  
Office of the Lieutenant Governor

Doc# 2016000170



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

TO: Recorder Of Deeds

FROM: Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

PARCEL NUMBER	1-09801-0103-00
LEGAL DESCRIPTION	C-1&C-2 GREAT ST JAMES ISLAND No.6A RED HOOK QTR
OWNER'S NAME	FURST, JOHN K. , KIM & NINA

Taxes have been researched up to and including 2015.

CERTIFIED TRUE AND CORRECT BY

**DELBERT HEWITT  
CHIEF OF STAFF**

SIGNATURE

01/07/2016

DATE

Doc# 2016000170

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS & ST. JOHN

GREAT ST. JIM, LLC

Plaintiff,

v.

CHRISTIAN KJAER *in personam*, &  
PARCEL 11, ESTATE NAZARETH, ST.  
THOMAS, U.S. VIRGIN ISLANDS *in rem*,

Defendant.

)

)

)

)

)

)

)

)

)

)

)

Civil No. ST-18-CV-293

ACTION FOR ENFORCEMENT  
OF COVENANT, INJUNCTIVE  
RELIEF, PRIVATE NUISANCE,  
DIMINUTION OF VALUE,  
UNJUST ENRICHMENT &  
ACCOUNTING

**ORDER**

**THIS MATTER** came before the Court on motion by Defendants Christian Kjaer (“Kjaer”) *in personam* and Parcel 11, Estate Nazareth, St. Thomas, U.S. Virgin Islands *in rem* to dismiss the First Amended Complaint filed by Plaintiff Great St. Jim, LLC. Based on the pleadings, it is hereby

**ORDERED** that Defendants’ Motion is **GRANTED**, and it is further

**ORDERED** that this matter is **DISMISSED WITH PREJUDICE**, and it is further

**ORDERED** that Plaintiff shall remove the Lis Pendens that it recorded against Parcel 11, Estate Nazareth, St. Thomas, U.S. Virgin Islands on July 24, 2018 at the Recorder of Deeds for the District of St. Thomas and St. John,

**SO ORDERED**

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
DENISE M. FRANCOIS

Judge of the Superior Court of the Virgin Islands

ATTEST:

Estrella George  
Clerk of the Court

By: \_\_\_\_\_

**Distribution:** Gaylin Vogel, Esq. and Marjorie Whalen, Esq.