

February 7, 1963

WARRANTY DEED

No. 305/1963

374

(Cotton Valley Associates - St. Croix Realty, Inc.)

SAL BAN

INDENTURE made this 20th day of January, 1963, by and between COTTON VALLEY ASSOCIATES of St. Croix, hereinafter referred to as "Grantor" and ST. CROIX REALTY, INC., a Florida corporation; hereinafter sometimes referred to as "Grantee":

SAL BAN

WITNESSETH that in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, the following described real property situate in St. Croix, Virgin Islands of the United States, to-wit:

SAL BAN

Plots No. 1 to 75 inclusive of Estates Hope and Carton Hill and Cotton Valley, East End Quarter "B", St. Croix, Virgin Islands, all as more fully shown on map of subdivision of Hope and Carton Hill, Matr. 17 and a portion of Matr. 12B, and a portion of Cotton Valley, Matr. 11 and Matr. 19A, dated January 2, 1963, and entered in the records of the Office of the Public Surveyor as Public Works Drawing No. 1341 and containing in all approximately 63,288 U. S. acres.

SAL BAN

TOGETHER WITH all the rights, hereditaments and appurtenances thereunto belonging including a perpetual easement over the following described beaches and access roadways for bathing purposes, access and parking:

SAL BAN

(a) The beach area of Teagues Bay which commences at a point approximately 150 feet west of the boundary of the boundary line between Estates North Slob and Teagues Bay, extending westward a distance of 200 feet. Said area is bounded on the north by low water mark of the sea and extends inward a distance of 150 feet from low water marks.

(b) A perpetual easement for the use of the access roadway to the beach above described.

(c) The beach area located at the westernmost portion of Matr. No. 43 of Estate Solitude extending from the common boundary line between Estates Solitude and Cockley Bay eastward for three hundred (300') ft., said area being bounded on the south by the public road and on the north by low water of the sea.

(d) A perpetual easement of the use of the parking area and access roadway appurtenant to said above described beach area, all of which is more fully described in that certain deed of June 9, 1960, by and between Richard and Helen Roebuck, Grantors, and Cotton Valley Associates, Grantees.

ALSO TOGETHER WITH the following roadway easement:

A perpetual easement for the use of all roadways owned by Grantor or over which Grantor has the right to convey easements now existing in Estate Cotton Valley, St. Croix. This easement is non-exclusive and is to be used in common with others to whom such right may be granted, with the right reserved to Grantor to change or relocate any of said roadways on Grantor's property at any time or times so long as Grantee shall enjoy an unobstructed right of ingress and egress between the public road and the premises hereinabove described.

33

31.

344

Road Plots
74-76

HCH.
1-75

assessments

→ Unobstructed
Roads.

AND ALSO TOGETHER WITH the following utilities easements:

A perpetual easement for the location of public utilities including power, telephone, water lines, irrigation, drainage and sewage disposal lines through the remaining area of Estate Cotton Valley. The location of these utilities must be within ten (10') feet alongside the roads and within six (6') feet of all boundary lines of subdivided plots. Grantor reserves the right in its sole discretion to specify that utilities be installed underground where above ground installations would obstruct the view or otherwise mar the landscape.

SUBJECT, HOWEVER, to the following limitations upon the use and assignment of said easements and the cost of maintaining the same.

The easements hereinabove described shall be construed to be covenants running with the land and shall not be assignable in gross. As a condition to the continued use and enjoyment of the easements for roadways, Grantee, its successor and assigns, shall bear a fair and proportionate share of the cost of government assessments and taxes on same, repairing and maintaining the roadway, which share shall be from time to time determined by any landowners' association which may be formed by all landowners in the area. The grant of the beach easements and the easements covering the beach access roads and parking lot connected therewith shall be subject to the covenants of record that all future assignees and beneficiaries of such easements shall share proportionately the taxes and maintenance of same.

ALSO SUBJECT to the following exception and reservation by Grantor for the benefit of other landowners in Cotton Valley Estates Subdivision and adjoining parcels:

Grantor reserves itself, its successor and assigns, for the benefit of other landowners, present and future, in Cotton Valley Estates Subdivision, perpetual easements over, upon and through the property herein sold of the use of roadways and walkways, if any, shown to be located on said property in the said Public Works Drawing and of the use of right-of-way areas ten (10') feet wide adjacent to other boundary lines, for constructing thereon or therein utility lines or systems for electricity, telephone, potable water, irrigation, drainage and sewage (water, drainage and sewage pipelines to be underground). Electric and telephone lines may, at Grantor's election, be either above or below ground. Grantor shall have the right to assign these easements to any third parties, corporations, public utility company or governmental agency.

Grantor further covenants and agrees to maintain in perpetuity, the road from Sierra Verde Subdivision to this subdivision at an annual cost not to exceed \$500.00. In the event, however, that such road may at any time become a public road and maintained as such, then title to such road shall be conveyed to the Government of the Virgin Islands by the person holding title thereto and this obligation shall cease.

This conveyance is made subject to the presently existing Purchase Money Mortgage in favor of Roger and Asta Parris and further subject to that certain declaration of restrictions heretofore entered for record in the Recorder's Office of the Virgin Islands and dated March 15, 1961.

TO HAVE AND TO HOLD the said above real property, easements and rights in the property unto the said ST. CROIX REALTY, INC., its successors and assigns, in fee simple forever.

GRANTOR COVENANTS and warrants that it is legally constituted a limited partnership registered to do business in Christiansted, St. Croix; that it is lawfully seized of said premises and has good right to convey the same subject, however, to the lien of any mortgages presently encumbering said premises: that said premises are free from all

other liens and encumbrances except those easements of record specifically mentioned hereinabove and the easements specifically reserved by this instrument: that said premises are free from all restrictive covenants except those referred to herein: and Grantor further warrants that it will duly pay the indebtedness secured by the first priority mortgage lien and that it will not allow same to go into default: and Grantor covenants to defend the title to said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF this instrument has been duly executed as of the day and year first above mentioned.

COTTON VALLEY ASSOCIATES

BY: Thomas W. Killion
Thomas W. Killion, General Partner

BY: Warren S. Newman
Warren S. Newman, General Partner

BY: Evan Anderson
Evan Anderson - General Partner

In Witness:

Mary R. Stewart
Robert S. Halloran

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) SS:

On this 20th day of January 1963, before me appeared THOMAS W. KILLION, WARREN S. NEWMAN and EVAN ANDERSON, all of said persons known to me and by me known to be the parties who signed the foregoing and each of them acknowledged to me that he is a general partner of COTTON VALLEY ASSOCIATES and that together the three said general partners have been authorized to execute the foregoing indenture for and on behalf of said partnership and that they have done so for the uses and purposes therein stated of their own free will and action and as the free will of said partnership. Dated at Christiansted, St. Croix, this 20th day of January, 1963.

GIVEN under my hand and official seal the day and year first above written.

Blanca Maria Rodriguez
Notary Public

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing instrument for recording and stamp purposes does not exceed \$184,179.00.

YOUNG AND ISHERWOOD

By: W. H. Young
Attorneys for Grantor

CERTIFICATE OF THE PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that, according to the records in the Office of the Public Surveyor, the property described in the foregoing instrument has not undergone any change in respect to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix.

Dated: APR 23 1963

By: Albert M. Mathias
District Supervisor

Received for recording at the Recording Office on
the 1 day of February 1963 at 11:00 a.m.
Fee \$18.50 Recorded

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