# ENVIRONMENTAL ASSESSMENT REPORT
For
LIBERTY MOBILE USVI, INC.

Parcel 6-4-1 Estate Carolina,
St. John, USVI
(06-16-2023)

CZM Major Land Development Application

Applicant: Liberty Mobile USVI, Inc.
P.O. Box 192296
San Juan, Puerto Rico 00909-2296
787-717-9904

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**1.00 NAME and ADDRESS OF APPLICANT**

Liberty Mobile USVI, Inc.
P.O. Box 192296
San Juan P.R. 00919-2296

**2.00 LOCATION OF PROJECT**

Subject property, Parcel No. 6-4-1, Estate Carolina, No. 1 Coral Bay Qtr., St. John, U.S.V.I., is located on the west side of Highway 10, less than one-quarter mile east of Estate 6 Road. The latitude/longitude of the target property is N 18° 20' 59.7", W 64° 42' 58.0", and the elevation of the target property is approximately 42 feet above mean sea level. (See Vicinity Map: appendix A)
Plot 6-4-1 is defined on Mosely & Associates Survey (6855-3)
Reference OLG file number (D9-9596-T021)

**2.01 LOCATION MAP**

(See appendix A)

**2.02 VICINITY MAP**

(See appendix A)

**3.00 ABSTRACT**

Liberty Mobile USVI, Inc. is seeking to erect a 100' self supporting monopole communications tower with associated equipment at No. 6-4-1, Estate Carolina, St. John, USVI. The property is a 1.27 acre parcel, and is zoned R-2 (Residential). Proposed tower is intended to facilitate participation by Liberty Mobile and the VI Government in the "First Responder Network" (FirstNet). FirstNet is intended as a communications network dedicated to emergency responders and the public safety community. An added benefit would be enhanced network coverage for residents and visitors as well. Other proposed work includes 12'x30' and 10'x15' concrete equipment pads, electrical service, and 12' wide gravel site access road. Chain link fence to be erected around tower area to control access.

The site is currently undeveloped and covered by heavy brush. Land clearing would be limited to the 12' wide access road, and, a roughly 40'x 50' fenced "compound area" which would surround the tower and associated equipment. Earth change activities would be limited to the access road and the tower foundation. Proposed development would not alter existing storm water flow in any significant manner. The property is owned by the Government of the Virgin Islands and leased by Liberty Mobile USVI, Inc.

## 4.00 STATEMENT OF OBJECTIVES SOUGHT BY THE PROPOSED PROJECT

The objective of the project is to erect a 100' self supporting monopole communications tower on the site.

## 5.00 DESCRIPTION OF PROJECT

- Prior to onset of any earth change or construction work, all necessary BMPs and erosion control devices, primarily in the form of silt fences, will be installed and then maintained for the duration of the project. Additional BMPS will be installed and maintained during construction as circumstances dictate.

- A 12' wide gravel road to be created so as to provide access to the site.

- Excavation required to accommodate tower foundation.

- Cast tower foundation and 12'x30' & 10'x15' equipment pads.

- Erect tower and associated equipment.

- Construct 40'x50' chain link enclosed area around tower.

- Installation of electrical services and connection to public electric utility (WAPA)

## 5.01 SUMMARY OF PROPOSED ACTIVITY

a. Purpose of project:
The purpose of the project is to erect a 100' self supporting monopole communications tower on the site to support equipment necessary for participation in the First Responder Network.
Work on proposed project scheduled to begin upon receipt of necessary permits. Construction projected to be finished within six months from onset of work.

b. Critical areas:
Archeological resources: The Virgin Islands State Historical Preservation Office (VISHPO) has reviewed the scope of work, report, and site plans for proposed tower project at Parcel 6-4-1, Estate Carolina, St. John, and has indicated no objection to the proposed development.
(See VISHPO Project Review: Appendix G)

c. Method of land clearing:
Land clearing activities will be carried out by small earth change equipment, and will be limited to the proposed access road, and a roughly 2,000 sq.ft. area surrounding the tower.

d. Provision to preserve topsoil:
It is not anticipated that there will be any significant removal of top soil.

e. Erosion and sediment control devices:
All necessary BMPs and erosion control devices, primarily in the form of perimeter silt fences, shall be installed prior to the onset of work and maintained for the duration of the project.

f. Earth change activities:
Earth change activities will commence once all necessary BMPs and erosion control devices have been installed.
Proposed earth change work will be limited to that necessary for tower foundation and access road. Projected estimate for volume of excavated materials is 188 cubic meters. Approximately 116 cubic meters of excavated materials will be used as backfill over the foundation. Remaining excavated materials will be used to fill any imperfections on the site area finished soil. Given that area of disturbance shall be significantly less than one acre, applicant will not be submitting an NOI & Storm Water Pollution Prevention Plan (SWPPP) to DPNR's Division of Environmental Protection.

g. Maintenance of erosion and sediment control measures:
All temporary BMPs and erosion control measures shall be maintained for the duration of the project.

h. Method of storm water management:

Storm water currently flows north to south in a shallow sheet across the property towards the southern property line. From there it discharges onto Parcel 6-4 Remainder. Eventual receiving waters for the runoff is Coral Bay. This will continue to be the case after project completion as proposed construction activities will not substantially modify existing stormwater flow. Post development runoff rates and volumes will remain relatively unchanged from pre-development conditions.

i. Maintenance schedule for storm water facilities:

Silt fences to be inspected weekly and after major storm events for failure as well as for sediment and debris accumulation.

j. Method of sewage disposal
There are no bathrooms planned for proposed development, thus there is no need for sewage disposal.

## 5.02 SITE PLAN

### 5.02.01 Lot layout

| | |
|---|---|
| a. Lot area, dims, and metes & bounds | Appendix C – Proposed site plan |
| b. Set back dims | Appendix C – Proposed site plan |
| c. Lot density | Not applicable |
| d. Lot occupancy | Appendix C – Proposed site plan |
| e. Recreational areas | Not applicable |
| f. North arrow | Appendix C – Proposed site plan |
| g. Site Topo | Appendix C – Proposed site plan |
| h. Square footage/ lot coverage | Appendix C – Proposed site plan |
| i. Square footage/ open space | Appendix C – Proposed site plan |
| j. Project staging/material storage | Appendix C – Proposed site plan |
| k. Low water mark | Not applicable |
| l. Filled lands | Not applicable |
| m. Existing vegetation | Appendix C - Proposed site plan |

### 5.02.02 Road Layout

| | |
|---|---|
| a. Road profile drawings | Appendix F - Drawings (C5) |
| b. Parking layouts | Appendix C – Proposed site plan |
| c. Parking space calculations | Not applicable |
| d. Road curb detail | Not applicable |
| e. Utility easement | Appendix C - Proposed site plan |

### 5.02.03 Position of Structures

| | |
|---|---|
| a. Existing/proposed structures | Appendix C – Proposed site plan |
| b. Show building size | Appendix C – Proposed site plan |
| c. Location of cistern | Not applicable |
| d. Location of sewage disposal | Not applicable |
| e. Site profile | Appendix F– Drawings (C2) |
| f. Garbage receptacle area | Not applicable |
| g. Underground utilities | Not applicable |

### 5.02.04 Septic System/Wastewater Treatment

| | |
|---|---|
| a. Setbacks | Not applicable |
| b. Septic Capacity | Not applicable |
| c. Septic details | Not applicable |
| d. Disposal site/effluent | Not applicable |

### 5.02.05 Storm water Drainage

| | |
|---|---|
| a. Natural/proposed drainage pattern | Appendix C – Proposed site plan |
| b. Cistern capacity/roof top collection | Not applicable |
| c. Storm water control measures | Appendix F - Drawings (C3) |
| d. TR-55 calculations | |

**5.02.06 Storm water Facilities**

| | | |
|---|---|---|
| a. | Capacity of structures | Not applicable |
| b. | Cross section of design detail | Not applicable |
| c. | Natural drainage off site | Appendix C – Proposed site plan |

**5.02.07 Erosion and sediment control plan**

| | | |
|---|---|---|
| a. | Erosion control devices, etc. | Appendix F - Drawings (C3) |
| b. | Construction entrance | Appendix C- Proposed site plan |
| c. | Final grading | Appendix F – Drawings (C5) |
| d. | Post construction erosion control | Not applicable |

**5.02.08 Landscaping Plan**

| | | |
|---|---|---|
| a. | Existing 6" vegetation | Appendix C - Proposed site plan |
| b. | Irrigation plan and detail | Not applicable |
| c. | Landscaping | Not applicable |
| d. | Location of endangered species | Not applicable |

**5.02.09 Other required drawings**

| | | |
|---|---|---|
| a. | Floor plans | Appendix F – Drawings (C1) |
| b. | Project elevation views | Appendix L – Drawings (C2) |

**5.02.10 Maps**

| | | |
|---|---|---|
| a. | Recorded Parcel Map | Appendix A |
| b. | Easement Maps | Appendix A |
| c. | Official Zoning Map | Appendix A |
| d. | FEMA Flood Insurance Map | Appendix A |
| e. | Water Resources Map | Appendix A |
| f. | Sediment Reduction Program Map | Appendix A |
| g. | Soil Survey Map | Appendix A |

## 5.03 PROJECT WORK PLAN

| | | |
|---|---|---|
| a. | Subprojects and activities | Appendix I |
| b. | Phasing of subprojects and activities | Appendix I |

# 6.0 SETTING AND PROBABLE PROJECT IMPACT ON THE NATURAL ENVIRONMENT

## 6.01 Climate/Weather

The Virgin Islands experience a sub-tropical climate tempered by easterly trade winds, relatively low humidity, little seasonal temperature variation; rainy season September to November. Weather patterns are strongly affected by the Bermuda High to the north and the Equatorial Trough to the south.

Climate data for US Virgin Islands

| Month | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Average high °F (°C) | 86 (30) | 86 (30) | 86 (30) | 88 (31.1) | 88 (31.1) | 90 (32.2) | 90 (32.2) | 91 (32.8) | 90 (32.2) | 90 (32.2) | 88 (31.1) | 86 (30) |
| Average low °F (°C) | 72 (22.2) | 72 (22.2) | 72 (22.2) | 74 (23.3) | 76 (24.4) | 77 (25) | 78 (25.6) | 78 (25.6) | 77 (25) | 76 (24.4) | 75 (23.9) | 73 (22.8) |
| Precipitation inches (mm) | 1.89 (48) | 1.51 (38.4) | 1.52 (38.6) | 2.39 (60.7) | 3.36 (85.3) | 2.35 (59.7) | 2.42 (61.5) | 3.50 (88.9) | 5.34 (135.6) | 5.57 (141.5) | 5.28 (134.1) | 2.74 (69.6) |

*Source:* [6] *May 2009*

Monthly Averages for Saint Thomas, VI (00801)". The Weather Channel.

Probable maximum 24-hour rainfall for 10, 25, and 100-year storm events
(2002 Virgin Islands Environmental Protection Handbook)

| FREQUENCY (years) | RAINFALL (inches per 24 hour period) |
|---|---|
| 10 | 7 |
| 25 | 8.5 |
| 100 | 11.2 |

## 6.02 Landform Geology, Soils, and Historic Land use

Landform Geology

United State Geological Survey (USGS), Coral Bay, VI 7.5 Minute Quadrangle map indicates that regional topography generally slopes in a southern gradient.

Soils

Two soil types are noted for Parcel 6-4-1:

1. Lameshur (LmC): gravelly sandy loam, 2 to 12 percent slopes, rubbly
2. Victory-Southgate complex (VsD): 12 to 20 percent slopes, very stony

Historic Land Use

The property is currently undeveloped land. Use of property as site of a communications tower is compliant with the property's R-2 zoning.

## 6.03 Drainage, Flooding, and Erosion Control

As indicated in FEMA 2007 FIRM Map# 7800000035G (See appendix A), Parcel 6-4-1 is shown to be located in NFIP Flood Zone Designations "X" .

Zone "X" areas are those of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood.

Ultimate receiving waters for the parcel is Coral Bay.

Drainage, Flooding & Erosion Control:

Proposed project will have minimal affect on existing storm water flow patterns and volume. All necessary BMPs and erosion control devices, primarily in the form of perimeter silt fences, shall be installed prior to the onset of work and maintained for the duration of the project.

## 6.04 Freshwater Resources

There are no fresh water resources on the property.

## 6.05 Oceanography

There are no oceanography issues that are likely to be impacted by the project.

## 6.06 Marine Resources

There are no marine resources at the site.

## 6.07 Terrestrial Resources

The property is currently undeveloped and covered with heavy brush. The site is located within the range of the St Thomas lidflower, St. Thomas Prickly-ash, and marron bacora. The US Fish & Wildlife service has, however, determined that no adverse impacts to critical habitat are anticipated as a result of the proposed project.
(See Appendix J: Division of Fish & Wildlife Project Review)

## 6.08 Wetlands

Not applicable to proposed project.

## 6.09 Rare and Endangered Species

Although the site is located within the range of the St Thomas lidflower, St. Thomas Prickly-ash, and marron bacora. The US Fish & Wildlife service has, however, determined that no adverse impacts to critical habitat are anticipated as a result of the proposed project.
(See Appendix J: Division of Fish & Wildlife Project Review)

### 6.10 Air Quality

Proposed project will have no effect on air quality.

## 7.00 SETTING AND PROBABLE PROJECT IMPACT ON THE HUMAN ENVIRONMENT

### 7.01 Land Use Plans

The proposed use of Parcel 6-4-1 as the site of a communictions tower complies with relevant zoning restrictions for R-2 zoned properties. All adjacent parcels are also zoned R-2.

### 7.02 Visual Impacts

At present, the subject property is undeveloped land covered in heavy brush. The 100' communications tower that is being proposed could potentially be perceived by adjacent property owners as having some visual impact. In order to minimize the extent to which the tower will affect adjacent property views,a self-supporting monopole type tower is being proposed rather than the larger, visually less appealing "lattice" type towers commonly used in the past.

### 7.03 Impacts on Public Services

a. Water: As the site will be unmanned, water will not be required at the site

b. Sewage Treatment and Disposal: As the site will be unmanned, there will be no need for sewage treatment or disposal.

c. Solid Waste Disposal: As the site will be unmanned and no solid waste generated, there will be no need for solid waste disposal

d. Roads, Traffic, and Parking: Proposed tower facility will be an unmanned site, therefore traffic entering and leaving the site should be limited to periodic visits by technicians and maintenance personnel. There is no expectation of any significant increase in traffic to and from the site. There will be no need for customer or employee parking.

e. Electrical: Estimated monthly power usage generated by the proposed facility is 6,000 kWh. Electrical connection to public utility (WAPA) will be required.

## 7.04 Social Impacts

The tower being proposed is part of Liberty Mobile and the VI Government efforts to enhance the territory's telecommunications network and enable the VI's participation in the First Responder Network Authority (FirstNet). FirstNet is a nationwide wireless broadband network, which was created by the US Congress, and is intended as a communications network dedicated to emergency responders and the public safety community. The goal of participating in the network is to transform the way the Virgin Island's fire, police, EMS, and other safety personnel communicate and share information. It is intended that the system will:

- Connect first responders to the critical information they need in a highly secure manner when handling day to day operations, responding to emergencies, and supporting large events like annual Carnival Festivities.
- Create an efficient communications experience for public safety personnel in agencies and jurisdictions across the territory during natural disasters, including hurricanes and tropical storms.
- Enhance network coverage for first responders, residents, and visitors alike.

In this manner, the proposed project will have a significant and beneficial social impact on the Virgin Islands community.

## 7.05 Economic Impacts

The proposed project will enhance existing communication services and thus contribute to the efficiency and success of local business enterprises. Liberty Mobile has local offices and employees, and their operation will also contribute to tax revenues (gross receipts, income tax, etc.) .

## 7.06 Impacts on Historical and Archeological Resources

The Virgin Islands State Historic Preservation Office has made a determination of "No adverse effects to historic resources" as regards the proposed project.
(See Appendix G: VISHPO Project Review )

## 7.07 Recreational Use

Not applicable to proposed project.

## 7.08 Waste Disposal

As the site will be unmanned, there will be no need for either sewage or solid waste disposal.

**7.09 Accidental Spills**

Not applicable to the proposed project

**7.10 Potential Adverse Effects Which Cannot Be Avoided**

Visual impact on surrounding properties.

## 8.00 MITIGATION PLANS

In order to minimize the extent to which the tower will affect adjacent property views,a self-supporting monopole type tower is being proposed rather than the larger, visually less appealing "lattice" type towers commonly used in the past.

## 9.00 ALTERNATIVES TO PROPOSED ACTION

- No action: This would negatively effect implementation of the FirstNet network in St. John, and hinder Liberty Mobile's efforts to enhance service in the Coral Bay area.
- Collocation of equipment to an alternate site: Existing support structures with the capacity to accommodate the equipment intended for the new tower, and which are suitably located to allow coverage in the proposed service areas do not currently exist, thus this is not a feasible option.

## 10.00 RELATIONSHIP BETWEEN SHORT & LONG TERM USES OF MAN'S ENVIRONMENT

All aspects of the proposed project are consistent with goals, regulations and policies of the Virgin Islands Government as presented in V.I.C.Z.M. Act of 1978.
It is not anticipated that the proposed project will initiate any negative impacts to the the long and short term uses of the surrounding environment.

## 11.00 REFERENCES

University of the Virgin Islands Cooperative Extension Service
Virgin Islands Environmental Protection Handbook 2002

Federal Emergency Management Agency
Flood Insurance Rate Map
Map number: 7800000035G
Map revised: April 16, 2007

United States Department of Agriculture
USDA Natural Resources Conservation Service (NRCS)
National Cooperative Soil Survey

Government of the Virgin Islands
Department of Conservation and Cultural Affairs
Sediment Reduction Program
St. Thomas- Map No. 16

Government of the Virgin Islands
Department of Conservation and Cultural Affairs
Water Resources Edition
St. Thomas- Map No. 16

Government of the Virgin Islands
Virgin Islands Code
Title 29: Public Planning and Development

Brian Moseley & Associates Survey
6-4-1 & 6-4 Remainder
Estate Carolina, No.1 Coral Bay Quarter
St. John USVI
DWG# D9-9596-T021
9-8-2021

Green Piece Engineering & Environment
Survey Drawings
Project # 22X127
4-13-2023

AW Solutions Drawings
Liberty Mobile USVI Tower Project
6-4-1 Estate Carolina, No. 1 Quarter
St. John, USVI
4-19-2023
Certifying Engineer: Emmanuel Poulin #709-E

LOTIS Environmental
Phase 1 Environmental Site Assessment
ASTM E1257-13
USVI-00408 Coral Bay
No. 6-4 Estate Carolina, Coral Bay STJ
LOTIS Job # BST-148
8-16-2022

FirstNet Web Resources
www.FirstNet.gov
www.commerce.gov

Department of Planning and Natural Resources
Virgin Islands State Historic Preservation Office
Project Review Letter
VISHPO Director Sean Krigger
8-30-2022

US Department of the Interior
Fish & Wildlife Service
Caribbean Ecological Service Field Office
Project Review Letter
Field Supervisor: Edwin Muniz

## Persons/firms involved or consulted in development of EAR

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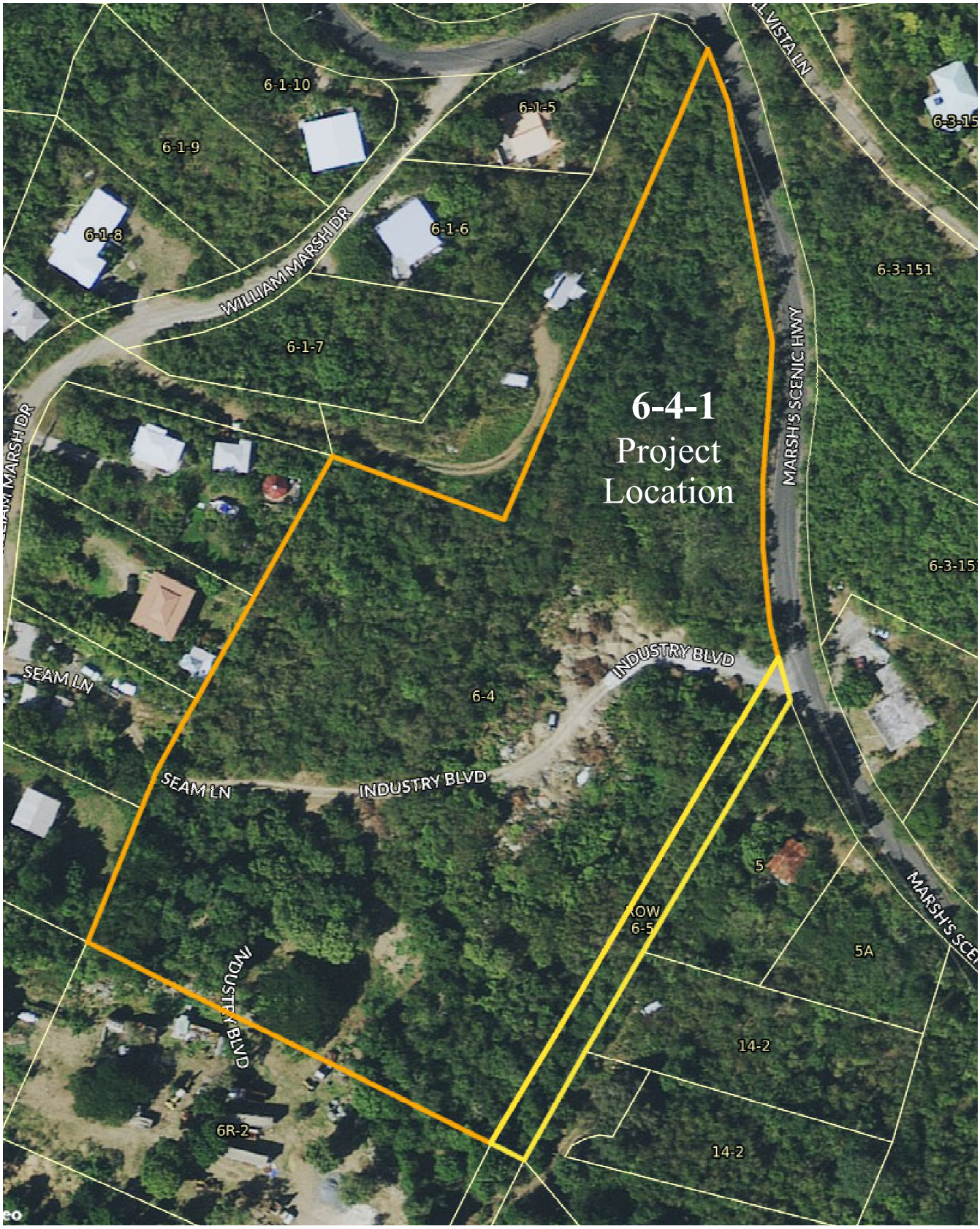
Department of Planning and Natural Resources
Division of Comprehensive and Coastal Zone Planning

# APPENDIX A : MAPS

- Location Map
- Vicinity Map
- Survey Map: Moseley & Associates (#6855-3)
- Recorded Plot Map
- Official Zoning Map
- FEMA Flood Insurance Rate Map
- Water Resources Map
- Sediment Reduction Program Map
- Soil Survey Map

LOCATION MAP

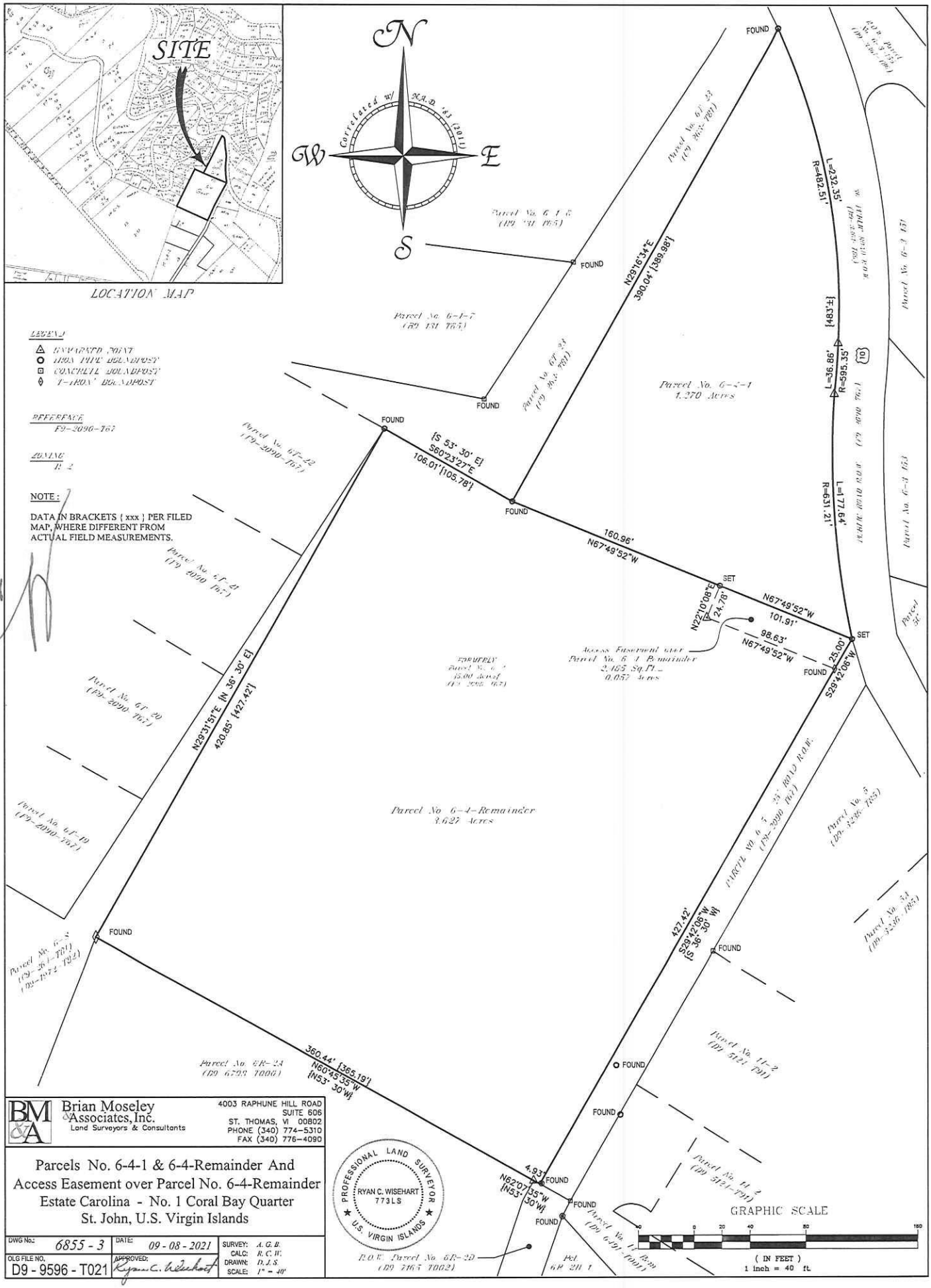
Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands




VICINITY MAP

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands

EXHIBIT A





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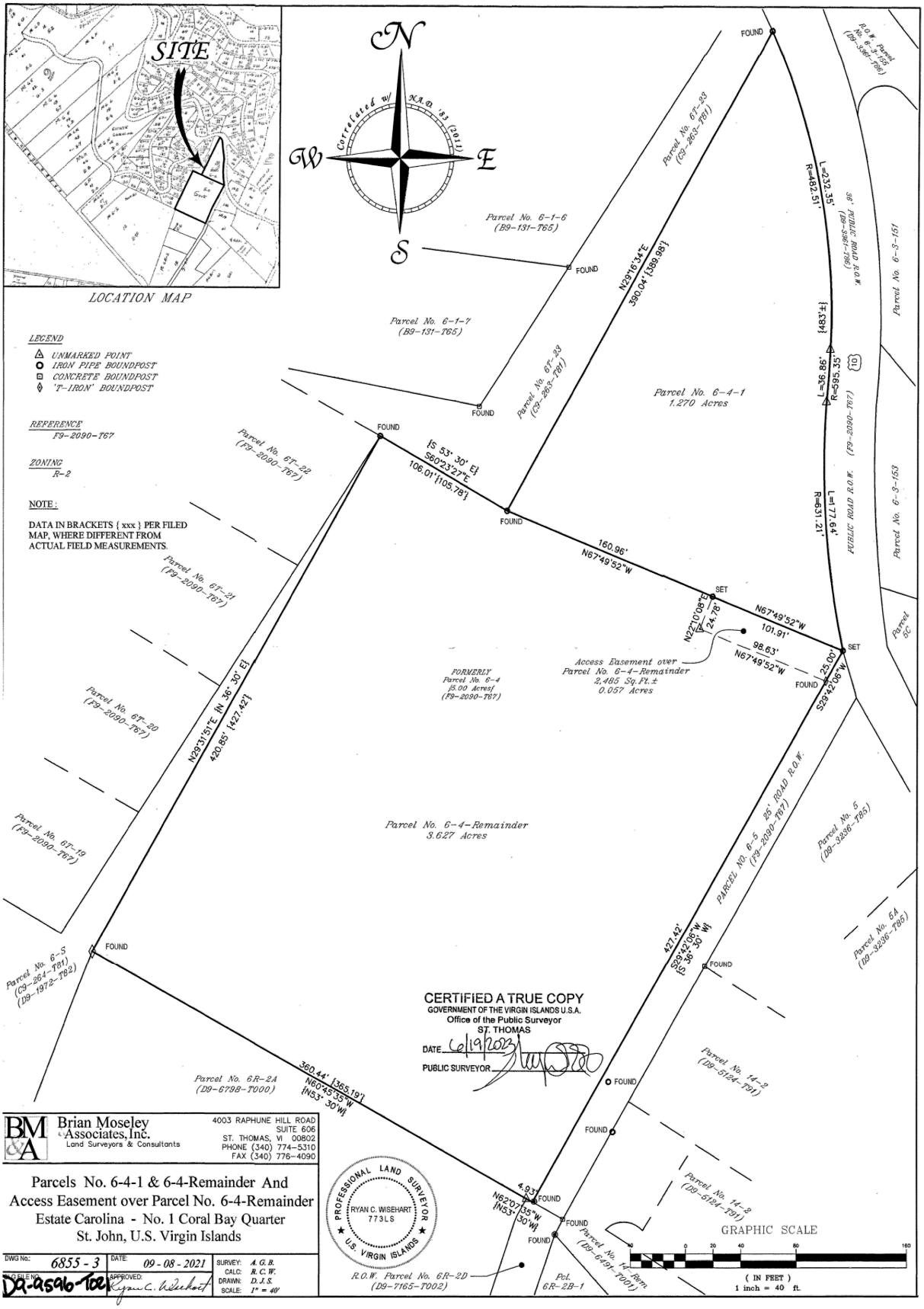
FAX (340) 776-4090


# Parcels No. 6-4-1 & 6-4-Remainder And Access Easement over Parcel No. 6-4-Remainder Estate Carolina - No. 1 Coral Bay Quarter St. John, U.S. Virgin Islands

| | | | |
|---|---|---|---|
| DWG No.: 6855 - 3 | DATE: 09 - 08 - 2021 | SURVEY: A. G. B. | |
| OLG FILE NO.: D9 - 9596 - T021 | APPROVED: Ryan C. Wisehart | CALC: R. C. W. | |
| | | DRAWN: D. J. S. | |
| | | SCALE: 1" = 40' | |





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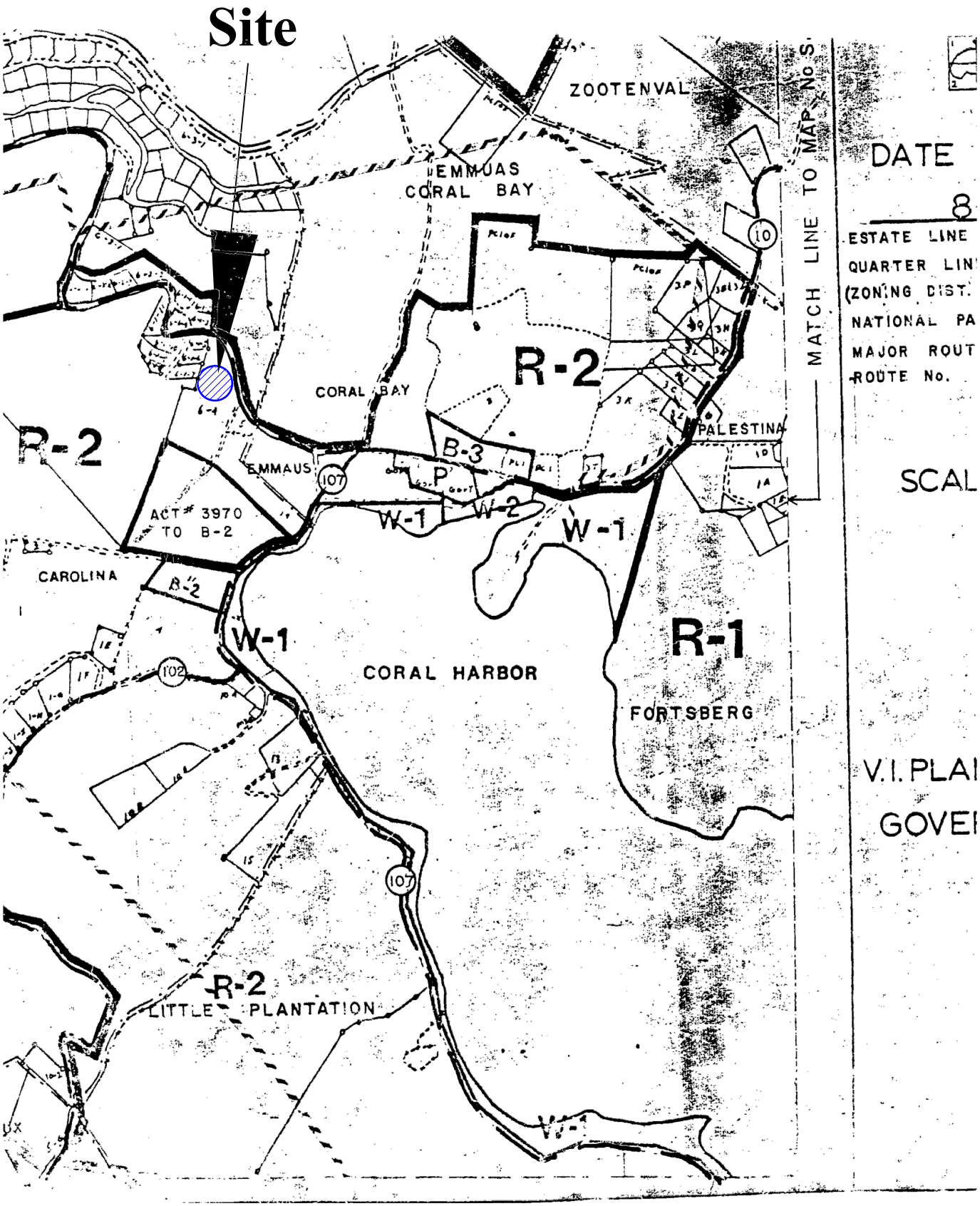
Parcels No. 6-4-1 & 6-4-Remainder And
Access Easement over Parcel No. 6-4-Remainder
Estate Carolina - No. 1 Coral Bay Quarter
St. John, U.S. Virgin Islands

| | | | |
|---|---|---|---|
| DWG No.: 6855 - 3 | DATE: 09 - 08 - 2021 | SURVEY: A. G. B. | |
| OLG FILE NO.: D9-9596-T021 | APPROVED: Ryan C. Wisehart | CALC: R. C. W. | |
| | | DRAWN: D. J. S. | |
| | | SCALE: 1" = 40' | |

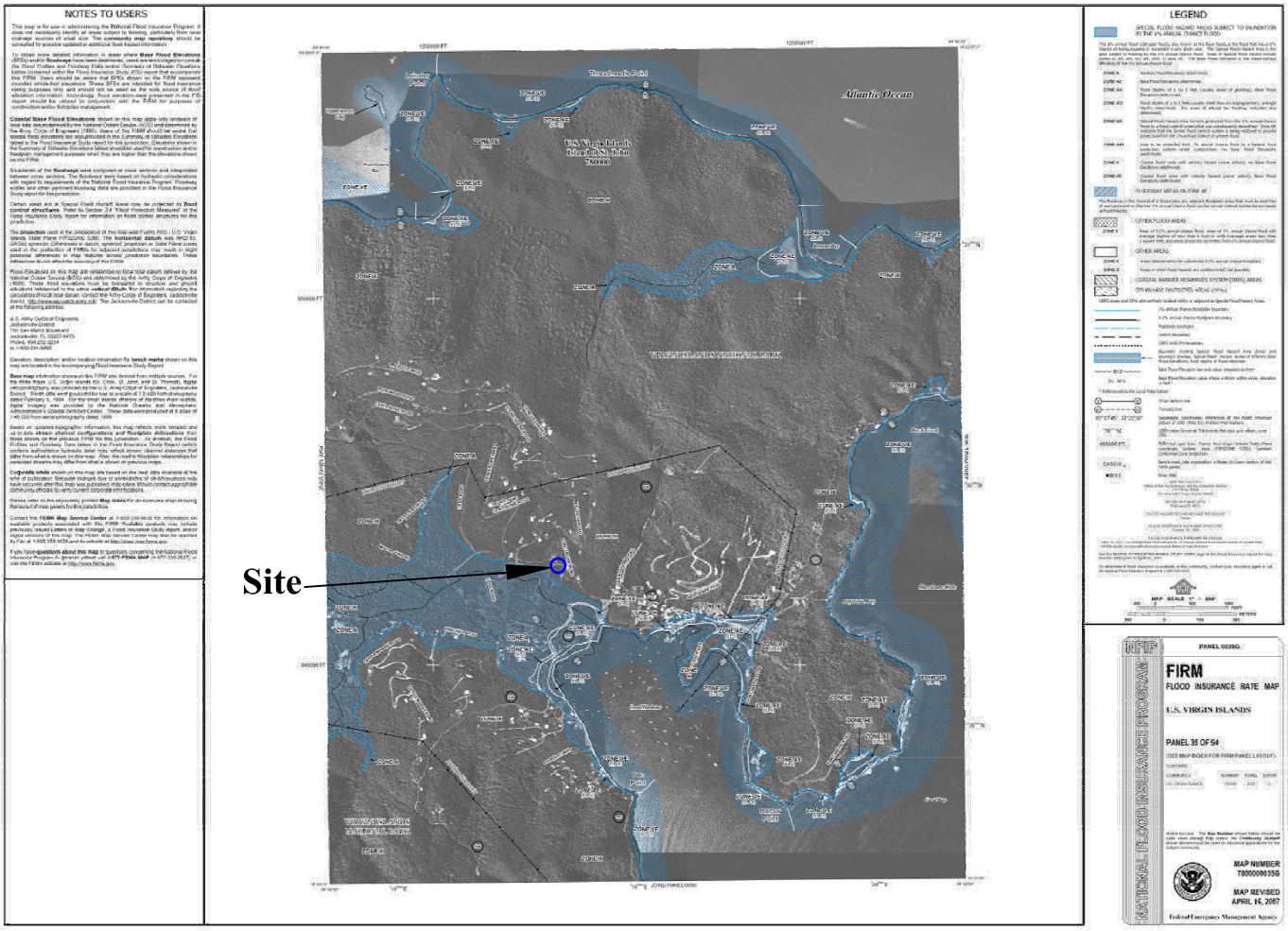
# CERTIFIED PLOT MAP
## Dwg. No. 6855-3
## OLG File No. D9-9596-T021

## Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands



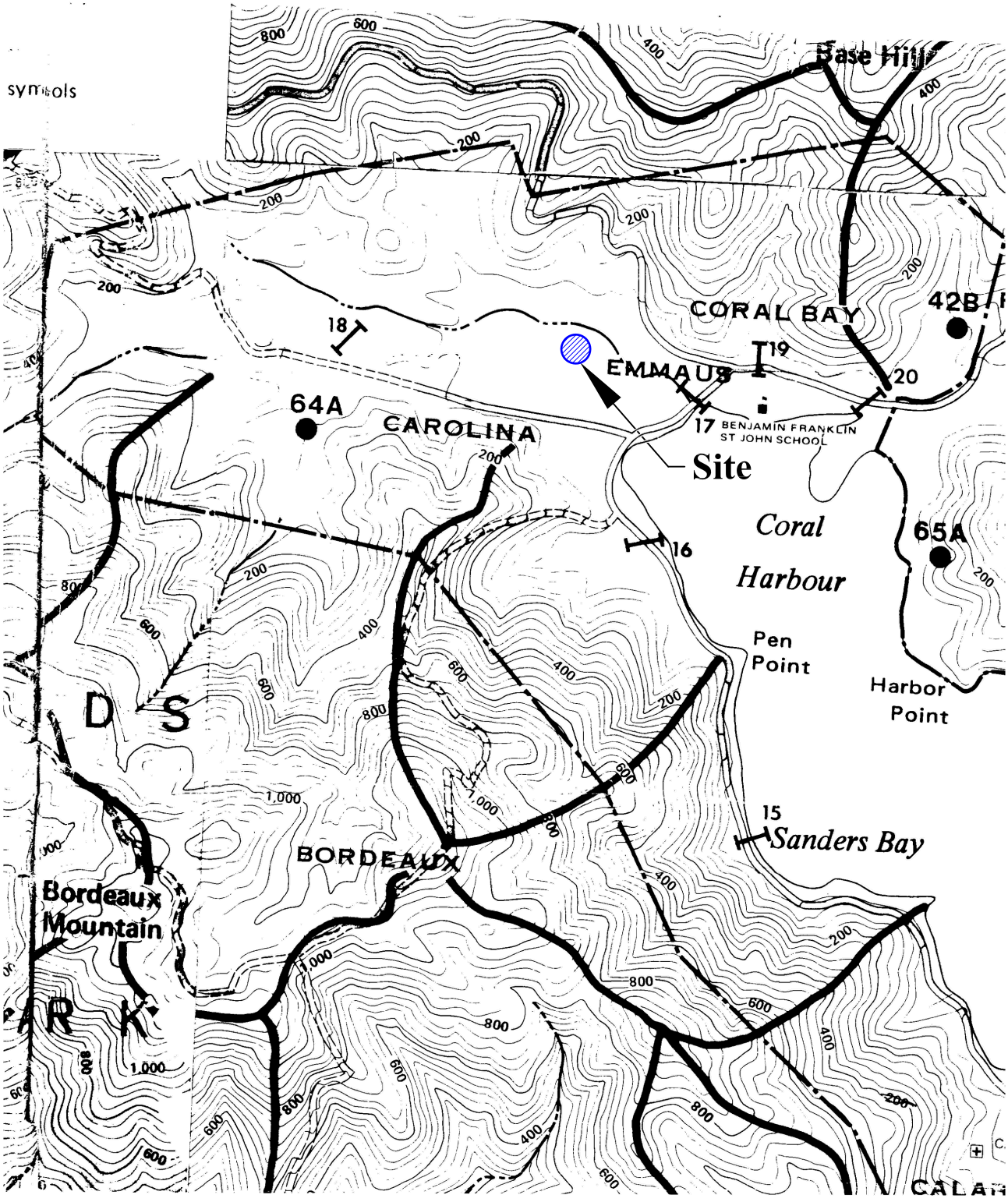

USVI DISTRICT ZONING MAP
Subject Property Zoning: R-2

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands



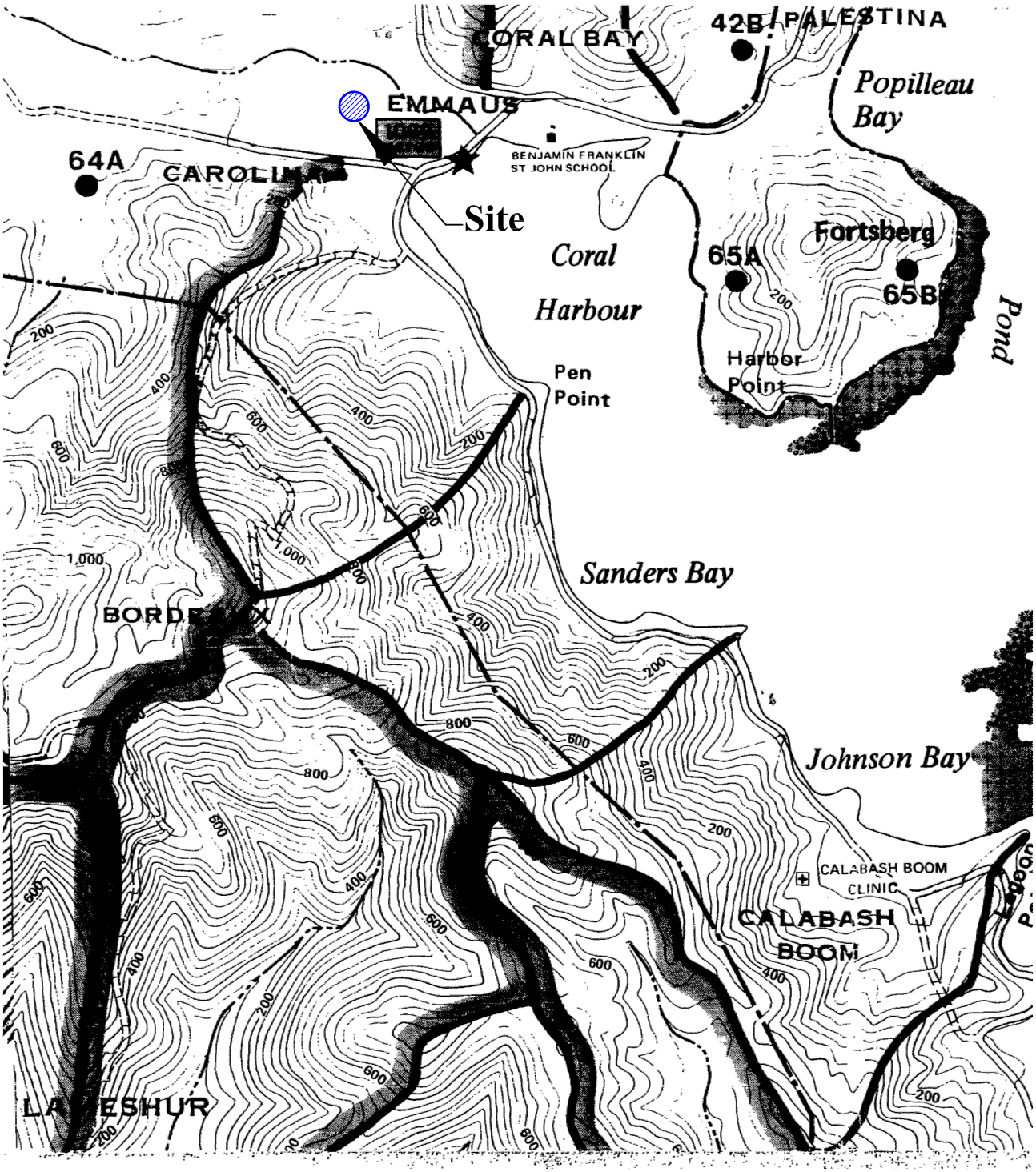

FEMA FLOOD ZONE MAP

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands



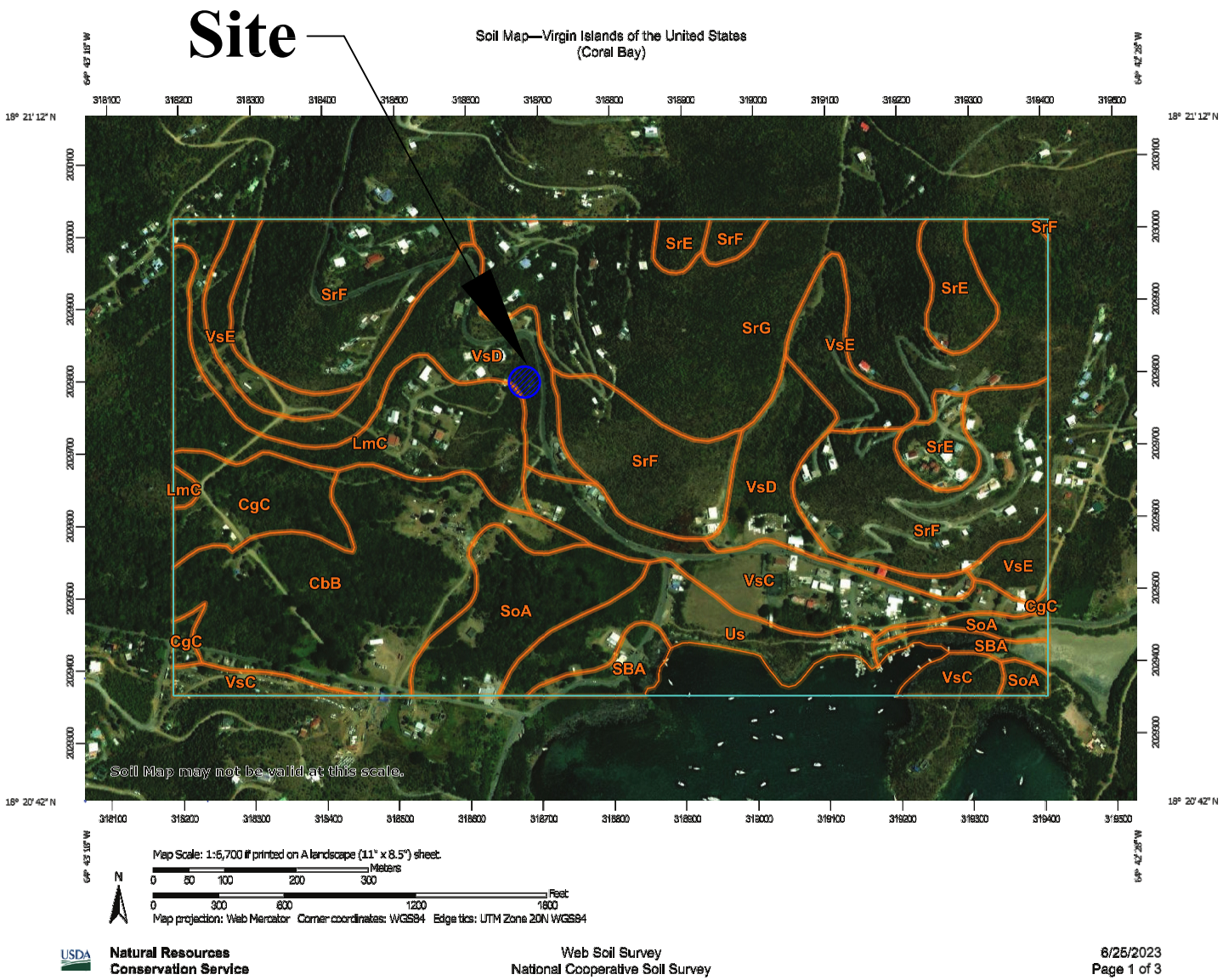

WATER RESOURCES MAP

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands




SEDIMENT REDUCTION MAP

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands




Soil Survey Map

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands

# APPENDIX B : MAJOR PROJECT SUMMARY

- Major Project Summary (DPNR Form L&WD-4)

**GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES**
**DEPARTMENT OF PLANNING AND NATURAL RESOURCES**
**DEVELOPMENT PERMIT APPLICATION**

**FORM L&WD-4**
**MAJOR PROJECT SUMMARY DATA**

**Section I. Applicant**

1. Name, address and telephone number of applicant.

Liberty Mobile USVI, Inc.

P.O. Box 192296, San Juan, P.R. 00919-2296
jorge.rotger@libertypr.com 787-717-9904

2. Name, address and telephone number of owner of Property and of developer.

Owner: Government of the Virgin Islands, 3274 Estate Richmond, St Croix, USVI

Developer: Liberty Mobile USVI, Inc., P.O. Box 192296, San Juan, P.R. 00919-2296 , 787-717-9904

**Section II. Summary of Proposed Development**

3. Describe the proposed development

Erect 100' self supporting monopole communications tower, construct chainlink enclosure fence, 12'x30' & 10'x15' concrete equipment pads, electrical service, and 12' wide site access road.

**Section III. Description of Proposed Development**

4. Name of development Liberty Mobile Coral Bay Tower Site
5. Plot No. 6-4-1 Estate Carolina, St. John
6. Zoning District: R-2
7. PWD Map No. D9-9596-T021
8. Proposed use (residential, etc. as listed in Zoning Law):

Wireless facility

9. Accessory use if any n/a

**FORM L&WD-4**
**MAJOR PROJECT SUMMARY DATA Cont'd**

10. Area of Lot(s) (acreage) 1 acre

11. Area covered by existing buildings (sq. ft.) No existing structures

12. Area covered by proposed buildings (sq. t.) 100 sqft

13. Floor area total 100 sq.ft.

14. Floor area ratio (B-1, B-2 zones only) n/a

15. Number of buildings (1) tower

16. Number of units total n/a

17. Schedule of units:

| | Person | | Persons |
|---|---|---|---|
| Efficiencies | n/a | x 1.5 Unit | – |
| 1 bedroom | n/a | x 2 | – |
| 2 bedroom | n/a | x 3 | – |
| 3 bedroom | n/a | x 4 | – |
| Other | n/a | x | – |

Total Persons n/a

18. Number of on site parking and loading spaces n/a

19. Maximum building height (stories/ft) 100' tower height

20. Adjoining property land use(s) Residential

21. Setback of building from street property line (ft) 105'

22. Sideyard setback (ft) 58'

23. Rear yard setback (ft) 105'

24. Density (person/acre) n/a

25. Area of usable open space (sq. ft. % of lot) 99%

**FORM L&WD-4**
**MAJOR PROJECT SUMMARY DATA Cont'd**

**Section IV. Comments**

26. Proposed Potable Water Supply (method & quality estimate gal/day)
n/a

27. Proposed Sewage Treatment (method & quality estimate gal/day)
n/a

28. Proposed Solid Waste Disposal (method & quality estimate lbs/day)
n/a

29. Proposed Electrical Supply (method & demand estimate KWH for single & 3 phase)
6,000 kWh monthly

30. Air Conditioning (method & demand estimate (KWH)
n/a

31. Other Utilities n/a

32. Other n/a

**Section V.**

33. Will the development extend onto or adjoin any beach tidelands, submerged lands or public trustlands?
No

34. Will the development maintain, enhance or conflict with public access to the shoreline and along the coast?
No

35. Will the development protect or provide moderate income housing opportunities? Will it displace moderate income housing?
No

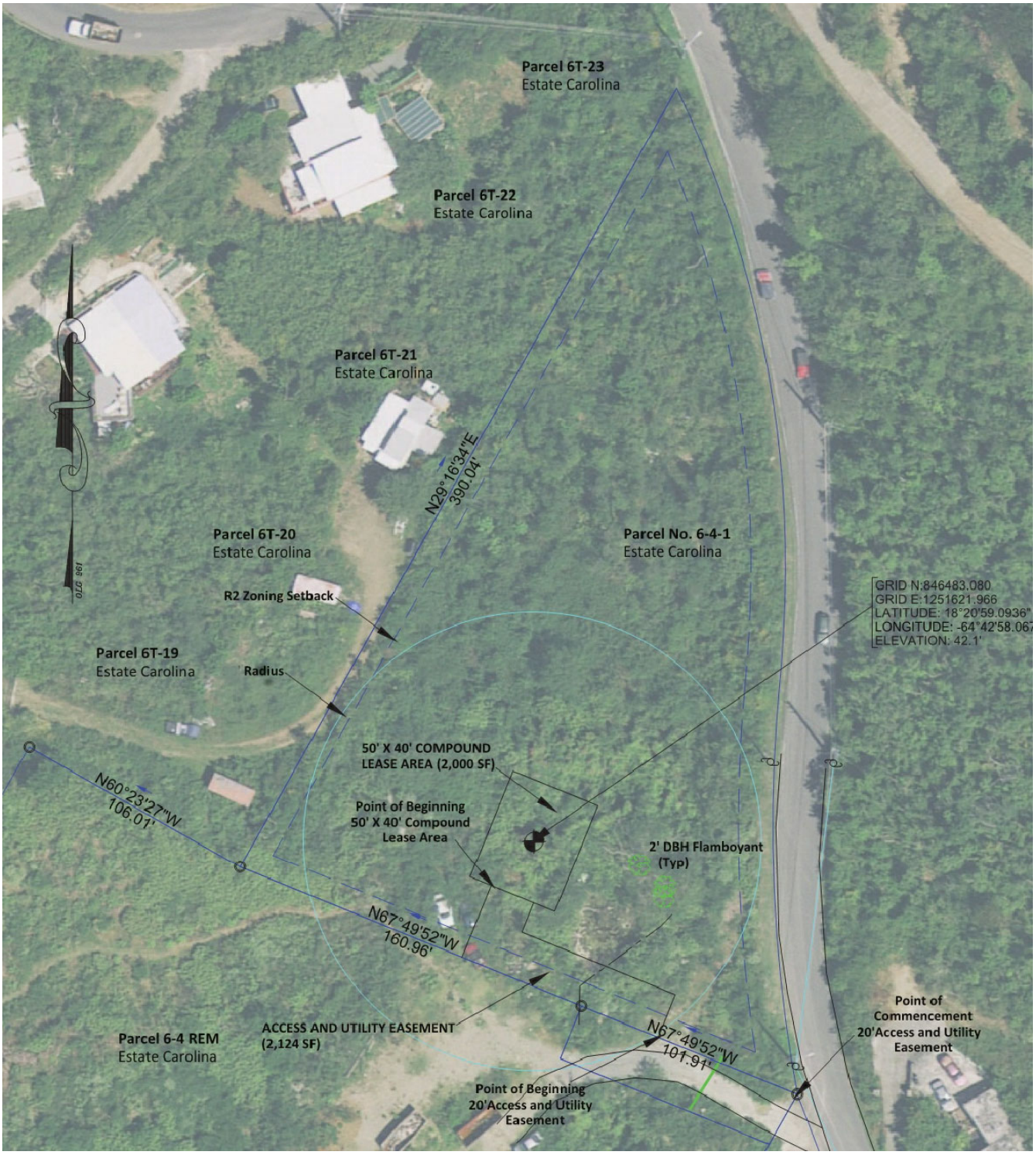
36. How will the development affect traffic on the coastal access roads?
Project will not affect traffic on the coastal access roads.

Jorge A. Rotger Bonilla
Signature of owner or authorized agent

6/21/2023
Date

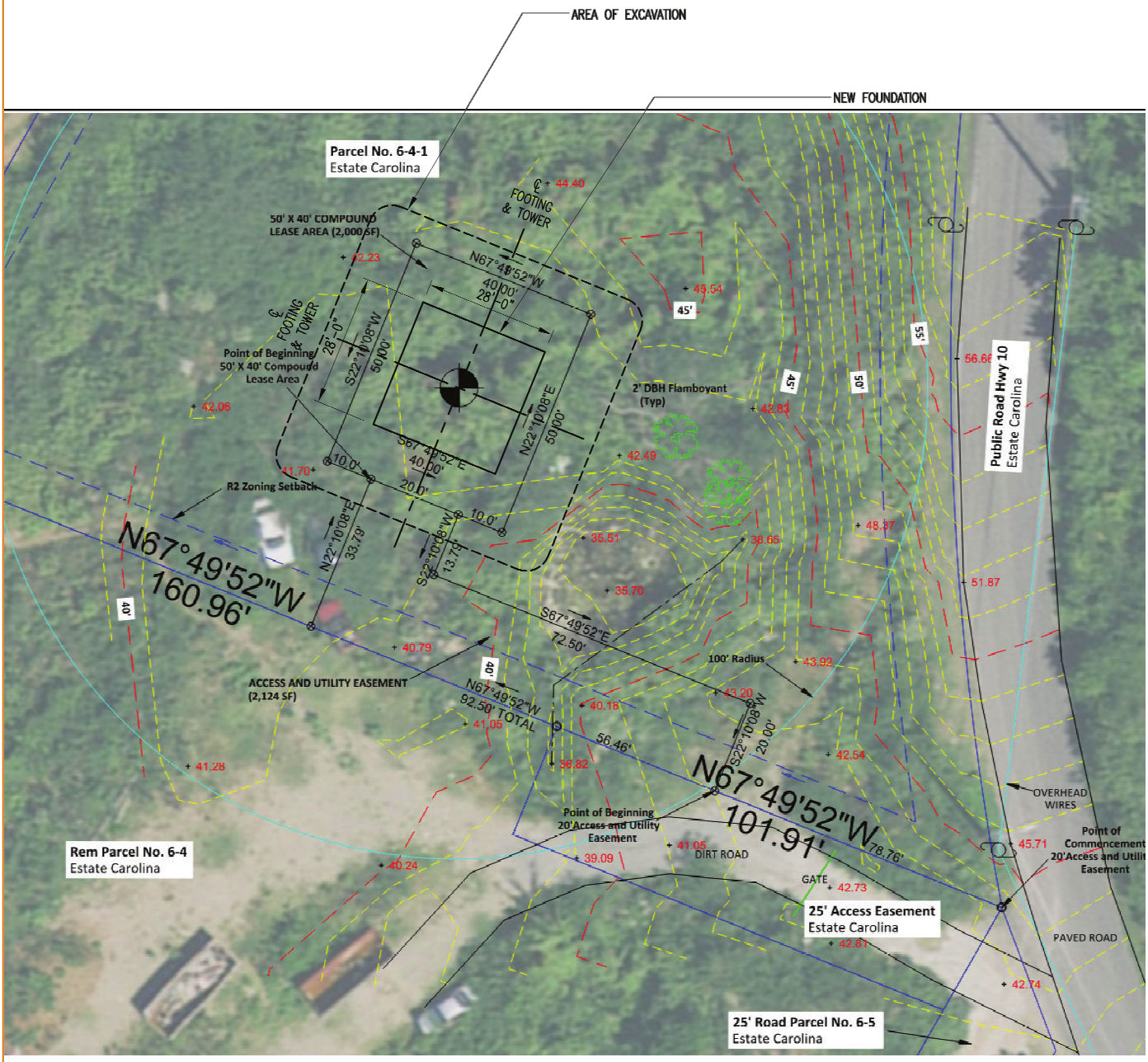
# APPENDIX C : SITE PLAN

- Proposed Site Plan (Parcel View)
- Proposed Site Plan (Compound View)




PROPOSED SITE PLAN
PARCEL VIEW

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands




SITE PLAN:
COMPOUND AREA

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands

# APPENDIX D : OTHER REQUIRED SUBMITTALS

- Lease Agreement
- Current Business License
- Amended Certificate of Incorporation and Name Change
- Income Tax Clearance Letter
- Corporate Bylaws & Delegation of Authority
- Letter of Authorization
- Permit Application (Form L&WD -2)
- Zoning Requirements Table (Form L&WD – 3)
- Proof of Legal Interest (Form L&WD – 5)
- Corporate Application Form (Form L&WD – 7)
- NFIP Flood Zone Designation (Form L&WD – 8)
- Certificate of Good Standing
- Adjacent Ownership Certification

Doc # 2023000398
01/24/2023 08:59 AM # Pages 23
Official Records of ST THOMAS / ST JOHN
ERICA DOVER M.P.A., RECORDER OF DEEDS
Fees $0.00

# LEASE AGREEMENT

**GOVERNMENT OF THE VIRGIN ISLANDS**
**DEPARTMENT OF PROPERTY AND PROCUREMENT**

**And**

**LIBERTY MOBILE USVI INC.**

**PREMISES:** **Unimproved parcel of land known as Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John U.S. Virgin Islands, consisting of approximately 55,321.2 U.S. sq. ft. or 1.270 U.S. acres more-or-less.**

Doc # 2023000398

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# LEASE AGREEMENT

**THIS LEASE** made this _____day of _____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS,** acting through its Commissioner of Property and Procurement, hereinafter "Lessor" or "Government" and **LIBERTY MOBILE USVI INC.,** whose mailing address is 4608 Tutu Park Mall, Suite 202, St. Thomas, VI 00802-1816 hereinafter "Lessee".

**WITNESSETH:**

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

## ARTICLE I

**PREMISES AND USE**

1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor an unimproved parcel of land known as Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John U.S. Virgin Islands, consisting of approximately 55,321.2 U.S. sq. ft. or 1.270 U.S. acres more-or-less, which is zoned "P" (hereinafter the "Premises"). The Premises is shown on OLG No. D9-9596-T021 a copy of which is attached and made a part hereof as Exhibit "A."

1.02 Use**:** The Lessee shall use the hereby Premises to develop, construct, operate, maintain, repair, replace and upgrade a Wireless Communications Facility and other related purposes, including a suitable support structure, associated antennas, equipment shelters, fencing and any other items necessary to the successful and secure use of the Premises, as well as the right to test, survey, and review title on the property. Lessee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Lessee's permitted use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Lessee's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Lessee's expense. Lessee has the right to modify, supplement, replace, upgrade, expand the Wireless Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Wireless Communication Facility within the Premises at any time during the term of this Lease. Lessee will be allowed to make such alterations to the property in order to ensure that the Wireless Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Said use is further contingent on the Lessee obtaining and maintaining the required permits and licenses for the operation of same as required in Paragraph 10.19, and collocation of Bureau of Information Technology equipment. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain governmental approval, permits and/or licenses required

for the permitted use (the "Government Approvals") and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Government Approvals. Lessee may also perform and obtain, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the property, necessary to determine if Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Government Approvals.

1.03 Utilities: Lessee will have the right to install utilities, at Lessee's expense, and to improve present utilities on the Premises. Lessor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Lessee a utility Access Easement known as Parcel 6-4-Remainder to the extent necessary, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Lessee's or service company's request, Lessor will execute a separate recordable easement evidencing this grant, at no cost to Lessee or the service company.

1.04 Access. At all times throughout the term of this Lease, Lessee, and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Access Easement over Parel 6-4-Remainder Estate Carolina, No. 1 Coral Bay Quarter, St. John U.S. Virgin Islands, delineated on Exhibit A, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Wireless Communication Facility and any utilities serving the Premises. Lessor grants to Lessee an easement for such Access and Lessor agrees to provide to Lessee such codes, keys, and other instruments necessary for such Access to Lessee. If Lessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Premises, Lessor hereby grants Lessee, or any UAS operator acting on Lessee's behalf, express permission to fly over the applicable property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Lessor acknowledges that in the event Lessee cannot obtain access to the Premises, Lessee shall incur significant damage. If Lessor fails to provide the Access granted by this Section, such failure shall be a default under this Lease.

1.05 Interference. Lessor will not grant, after the Commencement Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Wireless Communication Facility, the operations of Lessee or the rights of Lessee under this Lease. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the property. Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees, agents, or independent contractors to interfere in any way with the Wireless Communication Facility, the operations of Lessee or the rights of Lessee under this Lease. Lessor will cause such interference to cease within seventy-two (72) hours after receipt of notice of interference from Lessee. In the event any such interference does

not cease within the aforementioned cure period; Lessor shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease, "interference" may include, but is not limited to, any use on the property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Wireless Communication Facility.

## ARTICLE II

## TERM

2.01 Term: The term of this Lease shall be for a period of ten (10) years ("Initial Term") commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date").

2.02 Term Extensions: Provided Lessee is not in default in the performance of any material condition of this Lease at the expiration of the Initial Term, this Lease will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an **"Extension Term"**), upon the same terms and conditions set forth herein unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Lease at least thirty (30) days prior to the expiration of the Initial Term or the then-existing Extension Term.

2.03 Failure to Give Possession: The Lessor shall not be liable for failure to give possession of the Premises upon the Commencement Date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other person wrongfully in possession of the Premises; in such event the rent shall not commence until possession is given or is available (the "Possession Date"), but the term herein granted shall not be extended.

2.04 Holding Over: If Lessee remains in possession of the Premises, after expiration of the term hereof, without Lessor's express consent and without any distinct agreement between Lessor and Lessee, Lessee shall become a month-to-month Lessee and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except the rent provisions. The rent during this hold over period shall be one hundred and twenty-five percent (125%) of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.

## ARTICLE III

## RENT

3.01 Annual Rent: The Lessee shall pay to the Lessor an Annual Rent of **Eighteen Thousand Dollars and Zero Cents ($18,000.00)** payable in equal monthly installments of **One Thousand Five Hundred Dollars and Zero Cents ($1,500.00)** during the term of this Lease. The Annual Rent shall commence on the first (1st) day of the month after the

Construction Period of twelve (12) months has expired, as described in Section 4.01 herein. Payment of Annual Rent shall be made in equal monthly installments in advance on or before the tenth (10th) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Premises is granted to the Lessee at a date after the first (1st) of the month, then in such event the rent for such first (1st) month shall be prorated. If any installment of Annual Rent or Construction Period Rent is not received by the tenth (10th) day after the day when payment is due it shall bear interest at the rate of ten percent (10%) per month from the date when the same was due per the term of this Lease until paid by Lessee.

The Annual Rent or Construction Period Rent shall be paid at Lessor's office at 8201 Submarine Base Suite 4, St. Thomas, U.S. Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

3.02 Construction Period Rent: Lessee shall be required to pay reduced rent during the Construction Period of twelve (12) months, the Construction Period is hereinafter defined in Section 4.01, and Lessee shall be required to make reduced rental payments as follows:

A. Lessee shall be required to pay **Five Hundred Dollars and Zero Cents ($500.00)** per month, for the Construction Period of twelve (12) months. The initial Construction Period Rent payment will be forwarded by Lessee to Lessor within thirty (30) days of the Possession Date.

The Construction Period Rent will not be available or extended beyond the Construction Period of twelve (12) months. Should all improvements stated in Section 4.01 be completed prior to the time allotted for the Construction Period, the Annual Rent in Section 3.01 will commence.

3.03 Readjustment of Rent: The rent payable under this Lease shall be adjusted annually, including any renewal term, in accordance with the increase of the Consumer Price Index ("CPI") as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items, All Urban Consumers (1967-100%)" as follows, provided, however, no adjustments in rental for any year shall be increased more than three percent (3%) over any preceding year period.

i. The CPI as of the first (1st) month of the Initial Term and as of the first (1st) month of each subsequent Lease year shall be the base price index and the CPI as of the month immediately preceding the first (1st) month of any Lease year after the first (1st) Lease year of the Initial Term shall be the current price index.

ii. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the annual rent of the prior year.

iii. The resulting product shall be the annual base rental for the current year.

iv. At the end of the first (1st) year of the Initial Term and every year thereafter of this Lease, the base rental shall be adjusted in the same manner, using the index for the month

preceding the first (1st) month of each Lease year of the Lease Term for the current price index.

In no event shall any rent determined in the above manner be reduced below the annual rent of **Eighteen Thousand Dollars and Zero Cents ($18,000.00).**

3.04 Late Payment Charges: Lessee acknowledges that late payment by Lessee to Government of rent and other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such costs includes, without limitation, processing, and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the date due, Lessee shall pay, as a late charge, to Government **an additional ten percent (10%) of the monthly rent as a late charge.**

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

3.05 Unpaid Rent, Fees and Charges: Any installment of rent, additional rent, attorney fees, other charges or money not received by the tenth (10th) day after the day when payment is due shall bear interest **at the rate of ten percent (10%) per month from the date when the same was due according to the term of this Lease until paid by Lessee.**

## ARTICLE IV

## IMPROVEMENTS

4.01 Improvements: As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense the following improvements (the "Improvements") owned by Lessee at an estimated cost of **Four Hundred Thousand Dollars and Zero Cents ($400,000.00).** Any subsequent improvements shall be notified in writing to the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Initial improvements to be made to the Premises are as follows:

**LIST OF INITIAL IMPROVEMENTS**

1) **Self-supporting monopole;**
2) **Concrete pad for equipment installation;**
3) **Antennas, Communication Equipment, related accessories;**
4) **Security fencing;**
5) **Electrical Facilities; and**
6) **Paved or gravel access/parking.**

The initial improvements listed in this section in no way intend to limit the Lessee's use rights of the Premises defined on Section 1.02 of this Lease.

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

4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises within ninety (90) days after the later of the end of the Term and cessation of Lessee's operations at the Premises shall become the property of the Lessor.

4.03 Location and Improvements: The above-mentioned improvements are located at unimproved Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John, U.S. Virgin Islands.

4.04 Real Property Tax: Upon the completion of any improvements constructed on the Premises, Lessee shall notify Lessor who shall notify the Tax Assessor for the purpose of assessing the value of the improvements. Lessee hereby agrees to pay, any and all taxes, assessments, and other charges of any description levied or assessed during the term of this Lease by the Office of the Lieutenant Governor, Tax Assessor on or against any improvements constructed by Lessee or other equipment or fixtures installed by Lessee on the Premises. Assessments shall only apply to those improvements owned by Lessee during the term of this Lease.

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

4.06 Failure of Lessee to Repair: In the event the Lessee, after it shall have been given a twenty (20) day written notice (except in a case of emergency in which event reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the Lessee's negligent acts or omissions, then the Lessor may make such repairs. Lessor shall not be responsible for any loss, inconvenience or damage resulting to Lessee because of Lessor's repair. The cost of such repairs by Lessor, together with interest at the rate provided in Section 3.04 shall be paid by the Lessee as additional rent.

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

a. Afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the

improvements on the Premises from injury or damage and support the same by proper foundation, or

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

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

4.08 Environmental.

A. Lessor represents and warrants to the best of its knowledge: (i) the Premises, as of the Commencement Date, are free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Premises have never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry, or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Premises.

B. In the event Lessee becomes aware of any hazardous materials on the property, or any environmental, health or safety condition or matter relating to the Premises, that, in Lessee's sole determination, renders the condition of the Premises or property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or other third party, then Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor.

## ARTICLE V

## MECHANIC'S LIEN

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

expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

## ARTICLE VI

## INSURANCE AND INDEMNITY

6.01 Liability Insurance: Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than One Million Dollars **($1,000,000.00)** property damage, One Million Dollars **($1,000,000.00)** for one person injured or killed and One Million Dollars **($1,000,000.00)** for any number of persons injured or killed in any one accident. All of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the premises herein leased. All such policies shall include the Lessor as additional insured for the full insured amount. Notwithstanding the foregoing, Lessee shall have the right to self-insure the coverages required under this Lease.

6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all third-party claims and demands (except such as result from the negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising directly out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the exclusive control of the Lessee or arising directly from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

6.03 Non-Liability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Lessee or its Premises from water, gas, steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.

6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all buildings on the Premises insured against loss or damage by fire with the usual extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall be delivered to the Lessor within thirty (30) days of the Commencement Date of this Lease. All policies shall include the Lessor as loss payee.

## ARTICLE VII

## ENTRY BY LESSOR

7.01 Access to Premises: Upon prior written notice to Lessee, Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them to prospective purchasers, lenders, or lessees.

7.02 Easement for Pipes and Water Storage Tank Facility: Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, water storage tank facility, cables, and wires, on or through the Premises as and to the extent that Lessor may or hereafter deem to be necessary or appropriate. All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

## ARTICLE VIII

## CONDEMNATION

8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents, and date of the notice received, which shall include:

a. Notice of Intent of Taking.

b. Service of any legal process relating to condemnation of the Premises for improvements.

c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.

8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract, or final order of condemnation.

8.04 Total Taking: Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.

8.05 Partial Taking: Upon a partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon a partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days' notice to Lessor.

## ARTICLE IX

## CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

9.01 Cancellation: Upon thirty (30) days written notice to Lessee, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified Lessee in writing that payment was not received when due.

2. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee for all or a portion of Lessee's property.

3. Make any general assignment for the benefit of creditors.

4. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.

5. Default in performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.

6. Be adjudged bankrupt in involuntary bankruptcy proceedings.

7. Be made a party of any receivership proceeding in which a receiver is appointed for the Premises or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

8. Fail to pay the outstanding assessed real property taxes for two (2) years on improvements Lessee constructed upon the Premises.

In any of the aforesaid events, Lessor may take immediate possession of the Premises and remove Lessee's effects, to the extent permitted by law, without being deemed guilty of trespassing.

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

B. Lessee shall have the right to cancel this Lease as follows:

2. Upon written notice to Lessor if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Wireless Communication Facility as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable.

3. After the Initial Term, and upon sixty (60) days' prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to six (6) months rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Lessee under any termination provision contained in any other Section of this Lease.

9.02 Termination: This Lease shall terminate at the end of the final Extension Term unless otherwise previously cancelled or terminated.

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

A: Enter into and upon the Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), to the extent permitted by law.

B: Either cancel this Lease by notice or without canceling this lease, re-let the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, provided Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of deficiency notice.

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

9.04 Assignment and Transfer: Lessee will have the right to assign, sell or transfer its interest under this Lease, in whole or in part, without Lessor's consent, to: (a) Lessee's Affiliate; or (b) any entity that acquires all or substantially all of Lessee's assets in the market as defined by the Federal Communications Commission in which the Premises are located. Upon notification to Lessor of such assignment, Lessee will be relieved of all future performance, liabilities, and obligations under this Lease to the extent of such assignment. Lessee shall not otherwise assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld, conditioned, or delayed. Any consent of any assignment shall not be deemed consent to any subsequent assignment.

9.05 Subleasing: Lessee may sublet the Premises in part without Lessor's advance written consent. Lessee may not sublet the Premises in whole without the Lessor's advance written consent. If Lessee subleases the Premises, in whole or in part, it will not release Lessee from any of its obligations under this Lease. In the event that Lessee sublets the Premises or any part thereof, then Lessee shall pay to the Lessor an additional amount each month equal to thirty five percent (35%) of such subleasing income as additional rent (the "Collocation Fee"). The Collocation Fee shall be due and payable within thirty (30) days after Lessee's receipt of the sublessee's rental, license, or similar payments. Lessee shall have no obligation for payment of the Collocation Fee to Lessor if no rental, license, or similar payment is actually charged by Lessee to a sublessee. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Lessee to do so. Notwithstanding the foregoing, Lessor and Lessee acknowledge and agree that under no circumstances shall Liberty Mobile USVI Inc., Liberty Mobile Puerto Rico Inc. or any Liberty Affiliate be considered a sublessee for the purposes of the Collocation Fee.

9.06 Subleasing/Collocation by Lessor: Lessor and Lessee acknowledge and agree that Lessor has the right to install, use, maintain and operate certain equipment described in section 9.06 (a) inside the Premises at no rent for Lessor ("GVI Permitted Equipment Configuration"). Lessee will authorize the installation of said equipment subject to the execution of a Sublease agreement.

(a) The GVI Permitted Equipment Configuration is described as follows:

i. One 2ft Commscope VHLP2 dish (BIT) or similar;
ii. One 4 ft. Commscope VHLP4 dish (BIT) or similar;
iii. Two (2) 7 ft. Telewave Whip Antenna (BIT) or similar;
iv. (4) cables models: LMR400 or 7/8" heliax; and
v. Ground space of 150 sq ft (10' x 15') to install radio base cabinets or shelter.

The equipment location will be detailed in the Sublease agreement, but in no case, the height of the antennas will be within the 30 feet of the top of the structure.

(a) Lessor and Lessee agree that there is no rent associated for use of the Premises for the installation of the "GVI equipment configuration", however Lessor acknowledges and agrees to pay any other charge related to any cost associated to the consumption of electricity or any other utility used in the premises.

## ARTICLE X

## GENERAL TERMS AND CONDITIONS

10.01 Notices: All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage fully prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the proper party at:

LESSOR: Commissioner
Department of Property and Procurement
8201 Submarine Base,
Suite 4
St. Thomas, Virgin Islands 00802

LESSEE: Liberty Mobile USVI Inc.
Attn: Legal Department –Network Real Estate
Re: St. John 6-4 East Carolina (USVI)
FA #: 11598836
279 Ponce de Leon Ave.
San Juan, PR 00918

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

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

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

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

10.05 Counterparts: This document will be executed in one (1) Which shall be deemed an original.

10.06 Cumulative Rights and Remedies: All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

10.07 Interpretation: Words of gender used in this Lease shall be held to include the masculine, feminine, singular, plural, and vice versa unless the context otherwise requires.

10.08 Agreement Made in Writing: This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

10.09 Paragraph Headings: The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not affect the scope, content, or intent of this Lease or any part or parts of this Lease.

10.10 Invalidity or Illegality of Provisions: The invalidity or illegality of any provisions shall not affect the remainder of this Lease.

10.11 Successors and Assigns: All the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, and assigns.

10.12 Broker: Lessee covenants, warrants, and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold harmless Lessor against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.

10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.

10.14 Entire Agreement: This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.

10.15 Affiliates. All references to "Lessee" shall be deemed to include any Affiliate of Liberty Mobile USVI Inc., Liberty Mobile Puerto Rico Inc., Cable & Wireless Communications, Ltd or Liberty Latin America, Ltd. using the Premises for any permitted use or otherwise exercising the rights of Lessee pursuant to this Lease. "Affiliate" means with respect to a party to this Lease, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

10.16 Waiver of Lessor's Liens. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Wireless Communication Facility or any portion thereof. The Wireless Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Lessor consents to Lessee's right to remove all or any portion of the Wireless Communication Facility from time to time in Lessee's sole discretion and without Lessor's consent.

10.17 Conflict of Interest: Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.

a. Lessee further covenants that it is:

1. not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or

2. a territorial officer or employee and, as such, has:

i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof; and

ii. not made, negotiated, or influenced this contract, in its official capacity; and

iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

10.18 Rights of Holder of the Leasehold Mortgage: Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease, Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgagee) and a like notice of the default to the Lessee. The Lessee or the holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date the notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

In every case where the holder of the leasehold mortgage elects to acquire possession of the Premises or to foreclose the leasehold mortgage, such holder shall, prior to the acquiring possession or the foreclosing of the leasehold mortgage, (i) give Lessor the right of first refusal to purchase and assume Lessee's leasehold mortgage interest and obligation, or (ii)

to provide a purchaser for Lessee's leasehold mortgage interest and obligation. The Lessor shall exercise the rights herein set out within one hundred twenty (120) days from the date Lessor is notified by holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease agreement is terminated, Lessor may enter into a new lease of the Premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new lease will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same covenants, conditions and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of such request, pay to the Lessor all the installments of basic rent and all other items of additional rent which would have been due for the Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of execution of the new lease.

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

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

**[INTENTIONALLY LEFT BLANK]**

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

**WITNESSES:**

Ana M. Ortiz Torres
**(Print)**

**(Sign)**

Gladisa Cruz Pérez
**(Print)**

**(Sign)**

**LESSEE:**
**Liberty Mobile USVI Inc.**

**BY:** _____
**Carla Framil**
**General Counsel**

## ACKNOWLEDGEMENT

COMMONWEALTH OF PUERTO RICO )
CITY OF SAN JUAN ) ss:

Before me personally appeared **Carla Framil,** General Counsel of Liberty Mobile USVI Inc., to me well known, and through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

**WITNESS** my hand on this 18th day of, January A.D. 2022

_____
**Notary Public**
RUA No. 19429
Aff. # 360

Doc # 20230000398

**GOVERNMENT OF THE VIRGIN ISLANDS**

BY: _____
Anthony D. Thomas
Commissioner
Dept. of Property and Procurement

Date: 3/10/2022

WITNESSES:

Magdalene A. Morancie
(Print)
Magdalene A. Morancie
(Sign)

William A Harris
(Print)
William A Harris
(Sign)

**APPROVED AS TO LEGAL SUFFICIENCY**
Denise N. George, Esq., Attorney General

BY: Carol L. McDonald, Esq.
Assistant Attorney General

Date: 3/15/2022

**APPROVED**

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

Date: 4/21/22

**APPROVED**

_____
Honorable Donna Frett-Gregory
President of the 34th Virgin Islands Legislature

Date: 12/22/22

Doc # 2023000398

# ACT NO. 8655

**BILL NO. 34-0276**

**THIRTY-FOURTH LEGISLATURE OF THE VIRGIN ISLANDS**

**Regular Session**

**2022**

An Act approving the lease agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement, and Liberty Mobile USVI, Inc., for Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John, Virgin Islands to develop, construct, operate, maintain, repair, replace and upgrade a wireless communication facility and for other related purposes

—0—

**WHEREAS**, on April 21, 2022, the Governor of the Virgin Islands, Albert Bryan, Jr., approved the lease agreement between the Government of the Virgin Islands and Liberty Mobile USVI, Inc.;

**WHEREAS**, Liberty Mobile USVI, Inc., will be leasing Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John, Virgin Islands, consisting of approximately 55,321.2 sq. ft. or 1.270 U.S. acres, more or less, as shown on O.L. G. No. D9-9596-T021; for an initial term of 10 years, which will renew automatically for five additional five-year terms; at an annual post 12-month construction rent of $18,000, payable in monthly instalments of $1,500, to develop, construct, operate, maintain, repair, replace, and upgrade a wireless communications facility and for other related purposes;

**WHEREAS**, rent after the first year and every year thereafter, including the renewal terms, will be adjusted in accordance with the Consumer Price Index, but no adjustment in rental for any given year will increase by more than three percent over the preceding year period; and

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

***Be it enacted by the Legislature of the Virgin Islands:***

**SECTION 1.** Pursuant to title 31 Virgin Islands Code, section 205, subsection (c), the Legislature of the Virgin Islands approves the lease agreement between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement, and Liberty Mobile USVI, Inc., for Parcel No. 6-4-1 Estate Carolina, No. 1 Coral Bay Quarter, St. John, Virgin Islands, consisting of approximately 55,321.2 sq. ft. or 1.270

U.S. acres, more or less, as shown on O.L.G. No. D9-9596-T021; for an initial term of 10 years, with an automatic renewal for five additional five-year terms, to develop, construct, operate, maintain, repair, replace, and upgrade a wireless communications facility, and for other related purposes.

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

Witness our Hands and Seal of the Legislature of the Virgin Islands this 22nd Day of December, A.D., 2022.

Donna A. Frett-Gregory
President

Genevieve R. Whitaker
Secretary

**Bill No. 34-0276 is hereby approved.**

**Witness my hand and the Seal of the Government of the United States Virgin Islands at Charlotte Amalie, St. Thomas, This 10th day of January, 2023 A.D.**

**Albert Bryan Jr.**
**Governor**

Doc # 2023000398

THE GOVERNMENT OF THE VIRGIN ISLANDS

# DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS

# BUSINESS LICENSE

## KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

| | |
|---|---|
| **Licensee:** | **LIBERTY MOBILE USVI, INC** |
| **Trade Name:** | **LIBERTY MOBILE USVI, INC.** |
| **Mailing Address** | **Physical Address** |
| **#1 ESTATE CANE<br>INSIDE KMART STORE<br>FREDERICKSTED<br>ST. CROIX VI 00841** | **#1 ESTATE CANE<br>INSIDE KMART STORE<br>FREDERICKSTED<br>ST. CROIX VI 00841** |
| **Business No:** **12510** | **License No:** **2-12510-12L** |

**Types of License(s)**
**Retail Shop & Store-No Liquor/Beer**

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

**2023**

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

**Valid from** 03/01/2023 until 03/31/2024
**Printed on** 03/24/2023
**Issued at** St. Croix,V.I.
**Fee** 130.00

Richard Evangelista

**Commissioner, Department of Licensing and Consumer Affairs**

**THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS**

# Delaware

The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "AT&T MOBILITY USVI INC.", CHANGING ITS NAME FROM "AT&T MOBILITY USVI INC." TO "LIBERTY MOBILE USVI INC.", FILED IN THIS OFFICE ON THE SIXTH DAY OF NOVEMBER, A.D. 2020, AT 8:24 O`CLOCK A.M.*

Jeffrey W. Bullock, Secretary of State

2391680 8100
SR# 20208255695

Authentication: 204023168
Date: 11-06-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:24 AM 11/06/2020
FILED 08:24 AM 11/06/2020
SR 20208255695 - File Number 2391680

# AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF AT&T MOBILITY USVI INC.

AT&T Mobility USVI Inc. (the "**Corporation**"), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

A. The name of the Corporation is AT&T Mobility USVI Inc.

B. The original Certificate of Incorporation of the Corporation was filed with the State of Delaware on April 4, 1994, under the name CCPR of the Virgin Islands, Inc.

C. The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated pursuant to Sections 242, and 245 of the General Corporation Law of the State of Delaware, to be effective November 6, 2020, as follows:

1. The name of the corporation is Liberty Mobile USVI Inc. (the "**Corporation**").

2. The Registered Office of the Corporation in the State of Delaware is located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the Registered Agent at such address upon whom process against the Corporation may be served is Corporation Service Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total amount of stock the Corporation is authorized to issue is 100 shares of common stock with a par value of $0.01 per share.

D. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 141, 228, 242, and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned hereby certifies that the facts hereinabove stated are truly set forth, and accordingly executes this Amended and Restated Certificate of Incorporation this 5th day of November, 2020, to be effective November 6, 2020.

By: John Winter

Name: John Winter

Title: Secretary

GOVERNMENT OF THE U.S. VIRGIN ISLANDS
BUREAU OF INTERNAL REVENUE

6115 EST. SMITH BAY-
ST. THOMAS, VI 00802
Tel: (340) 714-9320
Fax: (340) 714-9341

10/17/2022

4008 ESTATE DIAMOND - PLOT 7-B
CHRISTIANSTED, VI 00820
Tel: (340) 773-1040
Fax: (340) 773-1006

AT&T MOBILITY USVI INC.
P.O. BOX 192830
SAN JUAN, PR 00919-2830

Business EIN: 133764946
RE:

**Please Submit This Letter To Your CZM Authority**

Dear Taxpayer:

This is in response to your application of 9/15/2022 in which you requested a letter of clearance for a Costal Zone Management Permit pursuant to Title 12, V. I. Code, Section 910 (a) (c).

Based on the information in our files, we find that you are current in the filing and payment of your tax obligation. This Certification is for Costal Zone Permit purposes only and does not absolve you of any subsequent revelation of tax obligation past or future.

Sincerely,

S. Gilbert

Delinquent Accounts & Returns

**ACTION BY WRITTEN CONSENT**
**IN LIEU OF A MEETING OF**
**THE BOARD OF DIRECTORS OF**

**AT&T MOBILITY USVI INC.**

**October 31, 2020**

The undersigned, constituting the board of directors (the "**Board**") of AT&T Mobility USVI Inc., a Delaware corporation (the "**Company**"), acting pursuant to the Delaware General Corporation Law, hereby consent to, vote in favor of and adopt the following resolutions by written consent without a meeting, with each such resolution to be effective as of immediately following the Board Election Effective Time (as defined below), and direct that this written consent be filed with the minutes of the proceedings of the Board:

## APPOINTMENT OF OFFICERS

**WHEREAS** pursuant to that certain Stock Purchase Agreement, dated October 9, 2019, as amended (the "**Purchase Agreement**"), by and among AT&T Corp., AT&T International Holdings, LLC, SBC Telecom, Inc. (collectively, the "**Sellers**"), Liberty Communications PR Holding LP f/k/a Leo Cable LP ("**Buyer**"), and, for the limited purposes set forth in Section 2.6 thereof, Liberty Latin America Ltd., the Sellers have sold and delivered to LLA Holdco LLC (the "**Stockholder**"), as the assignee of Buyer's rights under the Purchase Agreement, all of the issued and outstanding capital stock of the Stockholder, effective as of 11:59 p.m. Eastern Time on the date hereof (the "**Acquisition Effective Time**"); and

**WHEREAS** effective immediately following the Acquisition Effective Time (the "**Board Election Effective Time**"), the Stockholder elected the current members of the Board; and

**WHEREAS,** pursuant to the Purchase Agreement, effective at the Acquisition Effective Time, the stockholders and the board of directors of the Company took joint action by unanimous written consent to remove all of the individuals serving as directors and officers of the Company from their positions as such; and

**WHEREAS** the Board desires to appoint new officers of the Company;

**NOW THEREFORE, IT IS HEREBY RESOLVED** that each of the following individuals be, and each of them hereby is, appointed as an officer of the Company, to the office or offices set forth opposite his or her name, effective as of immediately following the Board Election Effective Time, to serve until his or her successor is elected or until his or her earlier death, resignation, or removal:

| **Name** | **Office(s)** |
|---|---|
| Naji Khoury | Managing Director |
| Nelson Colón | Finance Director (Principal Financial Officer) |
| Christian Jiménez | Controller (Principal Accounting Officer) |
| Carla Framil | General Counsel |

| Name | Office(s) |
|---|---|
| John M. Winter | Senior Vice President and Secretary |
| William Brierly | Vice President and Assistant Secretary |

**LLA DELEGATION OF AUTHORITY POLICY**

**WHEREAS** the Board has determined that it is advisable and in the best interest of the Company and the Stockholder to adopt the LLA Delegation of Authority Policy, in the form attached hereto as Exhibit A, as a policy of the Company;

**NOW THEREFORE, IT IS HEREBY RESOLVED** that the LLA Delegation of Authority Policy in the form attached hereto as Exhibit A be, and it hereby is, adopted as a policy of the Company, effective as of immediately following the Board Election Effective Time.

**CHANGE OF COMPANY NAME; AMENDMENT AND RESTATEMENT OF CERTIFICATE OF INCORPORATION; AMENDMENT AND RESTATEMENT OF BYLAWS**

**WHEREAS** the Board has determined that it is advisable and in the best interest of the Company and the Stockholder that the name of the Company be changed to "Liberty Mobile USVI Inc." and the Amended and Restated Certificate of Incorporation of the Company be amended and restated in the form attached hereto as Exhibit B;

**NOW THEREFORE, IT IS HEREBY RESOLVED** that it be, and it hereby is, recommended and proposed that (a) the name of the Company be changed to "Liberty Mobile USVI Inc."; and (b) the Amended and Restated Certificate of Incorporation of the Company be amended and restated substantially in the form attached hereto as Exhibit B; and

**IT IS HEREBY FURTHER RESOLVED** that the foregoing recommendation and proposal be submitted to the Stockholder for its consideration, approval, and adoption; and

**IT IS HEREBY FURTHER RESOLVED** that upon the Stockholder's approval and adoption of the Amended and Restated Certificate of Incorporation of the Company substantially in the form attached hereto as Exhibit B, the officers of the Company and each of their respective designees (each an "Authorized Representative"), be, and subject to the Stockholder's approval and adoption described above, each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Company, to file with the Delaware Secretary of State an appropriate certificate of amendment to effect the change of the Company's name to "Liberty Mobile USVI Inc." and the amendment and restatement of the Amended and Restated Certificate of Incorporation of the Company substantially in the form attached hereto as Exhibit B, to be effective on or about November 6, 2020, or at such other time as the Authorized Representative filing such certificate of amendment may determine; and

**IT IS HEREBY FURTHER RESOLVED** that immediately following the effectiveness of the change of the Company's name to "Liberty Mobile USVI Inc." and the amendment and restatement of the Amended and Restated Certificate of Incorporation of the Company

substantially in the form attached hereto as Exhibit B (the "**Amendment and Restatement Effective Time**"), the bylaws of the Company be amended and restated and adopted in the form attached hereto as Exhibit C to reflect the change of the Company's name to "Liberty Mobile USVI Inc.", effective as of immediately following the Amendment and Restatement Effective Time.

**GENERAL**

**IT IS HEREBY RESOLVED** that the Authorized Representatives be, and each of them hereby is, authorized, empowered and directed, in the name of and on behalf of the Company, to do any and all acts and things, and to delegate to agents or representatives of the Company any or all of the foregoing powers by power of attorney or other written authorization identifying specifically or generally the powers delegated or acts authorized, in each case that such Authorized Representative considers necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions, with such changes as such Authorized Representative may approve; and

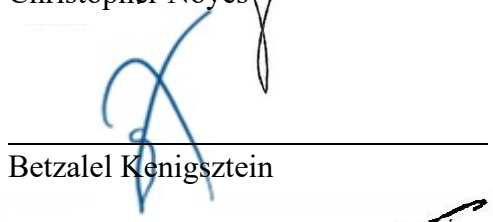
**IT IS HEREBY FURTHER RESOLVED** that all acts and things heretofore done by any Authorized Representative or other agent or representative of the Company, on or prior to the date of these resolutions, in the name of and on behalf of the Company, in accordance with the foregoing resolutions, be, and they hereby are, ratified, confirmed, approved and adopted in all respects; and

**IT IS HEREBY FURTHER RESOLVED** that each Authorized Representative be, and they hereby are, authorized and empowered to certify copies of this written consent, any or all of the foregoing resolutions and the names and signatures of the individuals authorized to act pursuant to the foregoing resolutions.

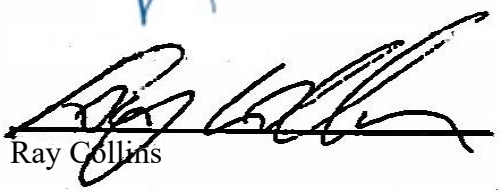
[Remainder of page intentionally left blank; signature page follows]

**IN WITNESS WHEREOF**, the undersigned have executed this written consent effective as of the date first written above. This written consent may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same written consent. Delivery of an executed counterpart of this written consent by electronic transmission or by telecopy shall be effective as delivery of a manually executed counterpart. Any copy, facsimile, or other reliable reproduction of this written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile, or other reproduction be a complete reproduction of the entire original writing.

Christopher Noyes



Betzalel Kenigsztein



Ray Collins

**Exhibit A**

**LLA Delegation of Authority Policy**

**[see attached]**

# LLA DELEGATION OF AUTHORITY

POLICY

| Owner | Published | Version |
|---|---|---|
| Legal | December 2018 | 1.0 |

*Liberty Latin America reserves the right to amend or cancel this Policy at any time.*

**Purpose and Application**

This Delegation of Authority (the "**Delegation of Authority**") is established to define the scope and limits of authority delegated by Liberty Latin America Ltd. ("**LLA**"), for itself and its businesses and direct and indirect subsidiaries (collectively, LLA and the foregoing constituents are referred to herein as the "Company"). The officer positions referred to in the Delegation of Authority are officers of LLA. In exercising this authority, employees must realize they are obligating the Company, are responsible for their actions, and are accountable for their decisions.

Each operating company may also have its own delegation of authority, which should also be consulted when an operating company is entering into an arrangement. The delegations of authority for significant operating companies (e.g. Cable & Wireless, Liberty Cablevision Puerto Rico and VTR), and any amendments or modifications of such, must be approved by the Chief Legal Officer and the Chief Financial Officer.

The approval limits as stated within this Delegation of Authority are considered appropriate based on the type of commitment and relative risk to the company. However, situations may occur that require modification to approval limits. Accordingly, any modification of approval limits must be approved by the Chief Legal Officer or the Chief Financial Officer.

**Scope**

**Attachment I** lists common actions or transactions and when the specified LLA officer must authorize or approve such actions or transactions. The approval level for a transaction is determined by the total contract value calculated as the total monetary commitment or value of the contract to the Company taking into account expectations of renewals. For example, a three-year contract for $1,000,000 per year should be considered a $3,000,000 obligation and must be approved by someone with authority to approve a $3,000,000 contract. A one-year contract for $500k with an option for us to renew for 1-year at the same amount, should be considered a $1M obligation if we anticipate renewing. A one-year contract for $500k that has two automatic one-year renewal terms should be considered a $1.5M obligation and must follow the approval process required for a $1.5M obligation unless we expect early termination.

Inclusion of a project in the Company's budget does not constitute approval of the project under Delegation of Authority. Approval of each project is governed using the levels of authority as shown in Attachment I. For revenue contracts (e.g. B2B and wholesale contracts), the approval shall be based on the total expected revenue during the term of the contract.

The limits of authority set forth in this Policy are the maximum limits authorized for the referenced position or area of responsibility. The officers of LLA may, within itself and/or its businesses and direct and indirect subsidiaries, require their review or approval under a lower level in any specific transaction or any given type of transaction, and all employees must comply with these levels, even if not provided for in this Delegation of Authority. In addition, given the varied nature of the commitments and transactions in which the Company may engage (for example, types of transactions that involve an increasing or uncertain level of risk), it is often appropriate to obtain the counsel and approval of a given higher authority, even when not required by this Delegation of Authority. It is the responsibility of all employees to assess such situations and obtain approvals at levels appropriate to the matter under consideration.

**Board of Directors Approval**

Matters requiring Board approval are governed by the Board of Directors Governance Policy, which is approved annually by the Board of Directors of the Company. The CEO must review and approve any transaction, matter or arrangement that prior to submission to the Board of Directors for approval. Direct any questions regarding the Board of Directors Governance Policy and its application to a particular transaction or matter to the Chief Legal Officer or his/her designee.

**Delegation**

When approving a transaction, officers (or the Board of Directors) may delegate authority to other officers (or in the case of the Board, to a Board member or committee) in order to expedite signing documents or approving disbursements. The delegator remains fully responsible for the approval of the action, and therefore may want to provide limits or parameters for the delegate's authority. Delegation must be in writing (which may be by email) and documentation of the delegation must be retained and provided to Legal. Also, if the Board or CEO approves a transaction and delegates to another individual to sign the contract, this delegation includes authority to approve disbursements under the contract (there is no need to document the delegation again for each disbursement). Delegations must be time limited and in no case shall any delegation of authority exceed sixty days in duration, unless exigent circumstances exist (such as a long-term illness) approved by the General Counsel or the Chief Financial Officer.

**Conflicts of Interest and Related Party Transactions**

A potential conflict of interest exists if an individual's business judgement could be affected as a result of any relationship with another person or business entity. All potential conflict of interest situations must be handled in accordance with the Company's Code of Business Conduct and disclosed to the Compliance team. Where an actual conflict of interest exists, this must be approved under the Delegation of Authority. In addition, related-party transactions exist if goods or services are purchased from an employee or representative of the Company, that person's immediate family members or entities in which the employee, representative, or their immediate family members has a financial interest. A related party transaction will also include any agreement between C&W (or a subsidiary) and LLA (or an LLA subsidiary). All related-party transactions require advance approval from the Chief Financial Officer and Chief Legal Officer.

**Anti-Corruption and other Policies**

The approvals and authority outlined in this Delegation of Authority must always be made in compliance with the Company's Code of Business Conduct and all Company policies, including, without limitation, the Anti-Corruption Policy, the Sanctions Policy and the Business Courtesies Policy. In addition, other policies, guidelines and procedures may require additional approvals and should be consulted, including:

- Procurement Policies
- Treasury Guidelines
- Concessions Policies and Procedures

We also have contracting policies that govern which entity should be entering into contracts and who, once an action or transaction has been approved, can sign such contracts. Please consult those policies (including policies of local operating companies) and refer any questions to the applicable Legal team. Generally, contracts, arrangements, etc., are reviewed by a legal representative, although, under certain circumstances, if there are no deviations to company forms (previously approved by the Legal team) no review may be required. Please consult with the Legal team.

**Responsibility**

The Company's officers are responsible for ensuring that employees under their supervision are familiar with this Delegation of Authority and for monitoring compliance. Any questions about this Delegation of Authority should be directed to the Chief Legal Officer or somebody within the Legal team in Denver.

The individual or individuals approving a transaction and/or signing a contract are responsible for:

1. approving the business terms of the contract,
2. ensuring that this Delegation of Authority has been satisfied,
3. reviewing the terms of the transaction to ensure that it complies with other Company policies,
4. assuring that entering into the transaction complies with all legal, regulatory and contractual obligations of the Company,
5. reporting all new contracts above $1,000,000 to the Accounting Policy team in a timely manner,
6. ensuring that the Company complies with the terms of any agreements entered into in connection with the transaction,

7. monitoring counterparties' performance under contracts,
8. monitoring expiration and renewal (including automatic renewal) of contracts, and
9. maintaining fully-executed copies of all contracts or other written agreements, including amendments (and complying with any other applicable records retention requirement).

Amendments to or renewals (other than automatic renewals) of existing agreements shall be subject to the same level of approval as a new agreement.

**Policy Approval and Modifications**

The Chief Legal Officer may, following review by the Chief Executive Officer and Chief Financial Officer, amend this Policy from time to time.

**Attachment I**

| | LLA Board of Directors | LLA CEO | LLA COO | LLA CFO | LLA CTO | LLA CLO | LLA CPO | LLA CSO |
|---|---|---|---|---|---|---|---|---|
| Vendor Contracts[1] | [2] | >$25M | >$10M | >$10M | >$10M | >$10M | | |
| Consulting Agreements[3] | | | | >$250K | | | All Recruiting Agency | [3] |
| Real Property Leases & Subleases (new or renewal) | | >$25M | >$5M or >$1M/yr | >$5M or >$1M/yR | | | | |
| Purchases and Sales of Real Property | If Material | >$25M | >$500K | >$500K | | | | |
| Operating and Capital Leases | | | >$2.5M | >$2.5M | | | | |
| Approval of CAPEX items not included in budget | >$10M | >$10M | | >$1M | >$1M | | | |
| Release of CAPEX Projects (incl. capacity and spectrum) | | >$25M | | >$5M | >$5M | | | |
| Mergers, joint ventures, acquisitions of equity or assets of, or investment, in a business | >$20M | X | | | | X | | X |
| Disposition of an interest in, or assets of, an entity (excluding equipment, etc.) (limits based on "value" of disposal) | >$20M | X | | | | X | | X |
| Programming/Content Agreements | [2] | >$25M | >$5M[4,5] or exclusive content | >$5M | | >$5M[5] or exclusive content | | |
| Customer related agreements or binding commitments (e.g., B2B Agreements, enterprise, wholesale, etc.) | [2] | >$25M | >$10M | >$10M | >$10M | >$10M | | |
| Sale of an IRU agreement - selling capacity or fiber in our subsea or terrestrial network | [2] | >$25M | >$10M | >$10M | >$10M | | | |
| Annual Operating Budget (incl. modifications) | X | X | X | X | X | | | X |

[1] Excludes content/programming contracts.
[2] Only if: (x) material for the Company or creates material liabilities or obligations for the Company, outside of the ordinary course of the Company's business, **and** (z) not contemplated by the approved budget.
[3] Excludes legal engagement letters and engagement of recruiting agencies. Engagement of lawyers must be reviewed and approved by Legal (anything for LLA corp., by CLO). All engagement letters for investment banking or advisory services must be approved by the Chief Development and Strategy Officer.
[4] VP Programming must review all programming and content arrangements.
[5] Any programming or content agreement that doesn't include applicable digital rights as identified by the VP Programming.

# LLA DELEGATION OF AUTHORITY

POLICY

| | LLA Board of Directors | LLA CEO | LLA COO | LLA CFO | LLA CTO | LLA CLO | LLA CPO | LLA CSO |
|---|---|---|---|---|---|---|---|---|
| 3rd Party Financial Transactions (incl. amendments) | >$10M | | | X[6] | | X | | |
| Treasury Policy (incl. modifications) | | | | X[7] | | X (review) | | |
| Derivative or Hedging Transaction | >$25M | | | X[8] | | X | | |
| Guarantees | >$10M | | | >$5M; all for LLA corp | | >$5M ; all for LLA corp | | |
| Bank Signers | | | | X | | | | |
| Payments of dividends or distributions | X From LLA | X From LLA | | X[9] | | X | | |
| Litigation Initiation | [10] | $>25M[11] | | | | >$5M[11] | | |
| Litigation Settlement | >$50M | $>25M | | | | >$5M | | |
| Trademark/Copyright Applications | | | | | | All LLA or corp. | | |
| Domain Names | | | | | All LLA or corp. | All LLA or corp. | | |
| New Position/Promotion | | | | | | | > Grade 17 | |
| Base Salaries (incl. increases) | | All ET | | | | | > Grade 17 [12] | |
| Remuneration Packages | | All ET | | | | | > Grade 17 | |
| Annual Bonus Plan (incl. targets) | X | X | | | | | X | |
| Employment Agreements | For NEOs | For ET | | | | >Grade 17 | >Grade 17 | |
| Long Term Equity Incentive Plans and Awards | X | X | | | | X | X | |
| Termination/Severance Payments | For NEOs | For ET | | | | | >Grade 16 | |
| Restructurings/VSEPs/ Group Severances | | | | >$500K | | >$500K | >$500K | |
| Audits, advice or services provided by external auditors | [13] | | | X[14] | | | | |
| Changes to Terms of Equity Awards | X | X | | | | X | X | |

[6] Can be approved by MD Treasury.
[7] Can be approved by MD Treasury.
[8] Can be approved by MD Treasury.
[9] Approved by MD Treasury and VP Tax.
[10] Pursuing claims in litigation or arbitration that are outside of the ordinary course of business of the Company and is reasonably likely to: (x) represent a material monetary value to the Company, (y) Result in a material risk (including reputational risk) to the Company, **or** (z) Involve material vendors or customers of the Company
[11] Including, any litigation relating to material vendors or customers or would subject LLA to material operating/regulatory restriction or risk to reputation.
[12] Also includes Grade 16 outside normal process.
[13] Audit Committee approves terms of engagement with Company's auditors.
[14] Can be approved by Chief Accounting Officer.

| | LLA Board of Directors | LLA CEO | LLA COO | LLA CFO | LLA CTO | LLA CLO | LLA CPO | LLA CSO |
|---|---|---|---|---|---|---|---|---|
| Tax Planning and annual tax filings | | | | X[15] | | | | |
| Incorporating New Entities or Elimination of Entity | | | | X[16] | | X | | |
| Issuance of equity securities and any share repurchase plan of LLA or a significant subsidiary | X | X | | | | X | | |
| Insurance Coverage | | | | X | | D&O & Review of All Group Policies | Life & Benefits | |
| KPIs for External and Internal Reporting | | | X | X | | | | |

[15] Approved through VP Tax.
[16] Can be approved by LLA VP Tax.

**Exhibit B**

**Amended and Restated Certificate of Incorporation**

**[see attached]**

**AMENDED AND RESTATED**
**CERTIFICATE OF INCORPORATION**
**OF**
**AT&T MOBILITY USVI INC.**

AT&T Mobility USVI Inc. (the "**Corporation**"), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

A. The name of the Corporation is AT&T Mobility USVI Inc.

B. The original Certificate of Incorporation of the Corporation was filed with the State of Delaware on April 4, 1994, under the name CCPR of the Virgin Islands, Inc.

C. The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated pursuant to Sections 242, and 245 of the General Corporation Law of the State of Delaware as follows:

1. The name of the corporation is Liberty Mobile USVI Inc. (the "**Corporation**").

2. The Registered Office of the Corporation in the State of Delaware is located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of the Registered Agent at such address upon whom process against the Corporation may be served is Corporation Service Company.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total amount of stock the Corporation is authorized to issue is 100 shares of common stock with a par value of $0.01 per share.

D. This amendment was duly adopted in accordance with the provisions of Sections 141, 228, 242, and 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, undersigned hereby certifies that the facts hereinabove stated are truly set forth, and accordingly executes this Amended and Restated Certificate of Incorporation this __ day of November, 2020.

By: _____
Name: _____
Title: _____

**Exhibit C**

**Amended and Restated Bylaws**

**[see attached]**

# AMENDED AND RESTATED BYLAWS
# OF
# LIBERTY MOBILE USVI INC.
# (the "Corporation")

**Adopted effective as of November 6, 2020**

## PREAMBLE

These Bylaws contain provisions for the regulation and management of the affairs of the Corporation. They are based in part upon provisions of the Delaware General Corporation Law (the "Law") and the Amended and Restated Certificate of Incorporation (the "Certificate") in effect on the date of adoption. If these Bylaws conflict with the Law or the Certificate as the result of subsequent changes in the Law, an intervening amendment of the Certificate or otherwise, the Law and the Certificate shall govern. In using these Bylaws, reference should also be made to the then current provisions of the laws of Delaware, the Law and the Certificate.

## ARTICLE I
## OFFICES AND CORPORATE SEAL

Section 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle. The Corporation may also have an office or offices other than said registered office at such place or places, either within or outside the State of Delaware, as the Board of Directors (the "Board") shall from time to time determine or the business of the Corporation may require.

Section 2. Corporate Seal. If the Board approves or adopts a seal of the corporation, it shall have inscribed thereon the word "Seal". The Board shall have power to alter the same at its pleasure.

## ARTICLE II
## SHARES AND TRANSFER THEREOF

Section 1. Share Certificates. The shares of the Corporation shall be represented by certificates signed by the Chairman of the Board (the "Chairman"), the Vice Chairman of the Board (the "Vice Chairman"), the Managing Director, a Senior Vice President or a Vice President and by the Finance Director, the Secretary or an Assistant Secretary. In case any officer who has signed a certificate shall have ceased to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer at the date of its issue.

Section 2. Issuance of New Certificate. No new certificates evidencing shares shall be issued unless and until the old certificate or certificates, in lieu of which the new certificate is issued, shall be surrendered for cancellation, except as provided in Section 3 of this Article II.

Section 3. Lost or Destroyed Certificates. In case of loss or destruction of any certificate of shares, another certificate may be issued in its place upon satisfactory proof of such loss or destruction and, at the discretion of the Corporation, upon giving to the Corporation a satisfactory bond of indemnity issued by a corporate surety in an amount and for a period satisfactory to the Board.

## ARTICLE III
## STOCKHOLDERS AND MEETINGS THEREOF

Section 1. Stockholders of Record. Only stockholders of record on the books of the Corporation shall be entitled to be treated by the Corporation as holders-in-fact of the shares standing in their respective names, and the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, any shares on the part of any other person, firm, or corporation, whether or not it shall have express or other notice thereof, except as expressly provided by state law.

Section 2. Location of Stockholder Meetings. Meetings of stockholders shall be held at the principal office of the Corporation or at such other place, either within or outside the state of its incorporation, as may be designated in the notice of meeting.

Section 3. Annual Meeting of Stockholders. In the absence of a resolution of the Board providing otherwise, the annual meeting of stockholders of the Corporation for the election of directors, and for the transaction of such other business as may properly come before the meeting, shall be held on September 1, if the same is not a legal holiday, and if a legal holiday, then on the next succeeding business day. If a quorum is not present, the meeting may be adjourned from time to time.

Section 4. Special Meetings of Stockholders. Special meetings of stockholders may be called by the Chairman, the Vice Chairman, the Managing Director, (or in such person's absence, by the Finance Director, the Controller, the General Counsel, an Executive Vice President, a Senior Vice President or a Vice President), the Board, or the holders of not less than one-tenth of all shares entitled to vote on the subject matter for which the meeting is called.

Section 5. Notice of Stockholder Meetings. Written or printed notice stating the place, day, and hour of the stockholders' meeting, and in case of a special meeting of stockholders, the purpose or purposes for which the meeting is called, shall be delivered not less than ten days nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman, the Vice Chairman, the Managing Director, the Secretary, the Board, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United

States mail addressed to the stockholder at such person's address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. If a quorum for the transaction of business shall not be represented at the meeting, the meeting shall be adjourned by the stockholders present.

Section 6. Quorum. A quorum at any meeting of stockholders shall consist of a majority of the shares of the Corporation entitled to vote thereat, represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by law, the Certificate or these Bylaws and except for the election of directors. Directors shall be elected by a plurality of votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 7. Proxies.

(a) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such person by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

(b) Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder by proxy, pursuant to subsection (a) of this section, the following shall constitute a valid means by which a stockholder may grant such authority.

(1) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or its authorized officer, director, employee, or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature.

(2) A stockholder may authorize another person or persons to act for the stockholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization, or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram, or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the stockholder. If it is determined that such telegrams, cablegrams, or other electronic transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information upon which they relied.

Any copy, facsimile telecommunication, or other reliable reproduction of the writing or transmission created pursuant to subsection (b) of this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the entire original writing or transmission.

A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power.

Section 8. Consent in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be filed with the minutes of proceedings of the stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders or members who have not consented in writing.

## ARTICLE IV
## DIRECTORS, POWERS, AND MEETINGS

Section 1. Board of Directors. The business and affairs of the Corporation shall be managed by a board of one or more persons who need not be stockholders of the Corporation or residents of the state of incorporation unless required by state law, and who shall be elected at the annual meeting of stockholders or any adjournment thereof. The number of directors may be increased or decreased by action of the stockholders from time to time. Directors shall hold office until the next succeeding annual meeting of stockholders or until their earlier resignation or removal or until their successors have been elected and qualified; however, no provision of this section shall be restrictive upon the right of the Board to fill vacancies or upon the right of stockholders to remove directors as is hereinafter provided.

Section 2. Annual Meeting of Board of Directors. A regular meeting of the Board for the purpose of electing officers and the transaction of such other business as may come before the meeting shall be held at the same place as, and immediately after, the annual meeting of stockholders, and no notice shall be required in connection therewith.

Section 3. Special Meetings of Board of Directors. Special meetings of the Board may be called at any time by the Chairman, the Vice Chairman, the Managing Director (or in such person's absence, the Finance Director, the Controller, the General Counsel, an Executive Vice President, a Senior Vice President or a Vice President), or a majority of the directors in office and may be held within or outside the state of incorporation. Notice need not be given for any meeting of the Board at which a quorum is present. Special meetings of the Board may also be held at any time that all directors are present in person, and presence of any director at a meeting shall constitute waiver of notice of such meeting, except as otherwise provided by law. Unless specifically required by law, the Certificate, or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in any notice or waiver of notice of such meeting.

Section 4. Quorum. A quorum at all meetings of the Board shall consist of a majority of the number of directors then fixed by these Bylaws or by action of the stockholders of the Corporation, but a smaller number may adjourn from time to time without further notice, until a quorum be secured. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the Certificate, these Bylaws, or the Law.

Section 5. Vacancies. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of such person's predecessor in office, and shall hold such office until such person's earlier resignation or removal or until such person's successor has been elected and qualified. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the affirmative vote of the directors then in office or by an election at an annual meeting or at a special meeting of stockholders called for that purpose. A director chosen to fill a position resulting from an increase in the number of directors shall hold office until the next annual meeting of stockholders or until such person's successor has been elected and qualified.

Section 6. Compensation of Directors. Directors may receive such fees as may be established by appropriate resolution of the Board for attendance at meetings of the Board, and in addition thereto, may receive reasonable traveling expense, if any is required, for attendance at such meetings.

Section 7. Executive Committee. The Board may, by resolution passed by a majority of the whole Board, designate an Executive Committee (the "Committee") to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of the Committee, who may replace any absent or disqualified member at any meeting of the Committee. In the absence or disqualification of a member of the Committee, the member or members present at any meeting and not disqualified from voting, whether or not such person(s) constitute(s) a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. The Committee shall have and may exercise to the fullest extent permitted by the Law, all the powers and authority of the Board in the management of the business and affairs of the Corporation, may act by and execute written consents, and may authorize the seal of the Corporation to be affixed to all papers which may require it.

Section 8. Removal of Directors. Any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except as follows: (1) Unless the Certificate otherwise provides, in the case of a corporation whose Board is classified, stockholders may effect such removal only for cause; or, (2) In the case of a corporation having cumulative voting, if less than the entire Board is to be removed, no director may be removed without cause if the votes cast against such person's removal would be sufficient to elect such person if then cumulatively voted at an election of the entire Board, or, if there be classes of directors, at an election of the class of directors of which such person is a part.

Section 9. Meetings by Telephone. Members of the Board may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the person(s) so participating.

Section 10. Action Without a Meeting. Any action which is required to be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, are signed by all of the members of the board or of the committee as the case may be. The consents shall be filed in the corporate records. Action taken is effective when all directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consent has the same force and effect as a unanimous vote of the directors or committee members and may be stated as such in any document.

## ARTICLE V
## OFFICERS

Section 1. Elective Officers. The elective officers of the Corporation, who need not be directors, shall be a Managing Director, one or more Vice Presidents, a Secretary, and a Finance Director, who shall be elected by the Board at its first meeting after the annual meeting of stockholders. Unless removed in accordance with procedures established by state law and these Bylaws, said officers shall serve until the next succeeding annual meeting of the Board or until their respective successors have been elected and qualified. An officer may, unless prohibited by state law, hold more than one office except that no such officer shall execute, acknowledge, or verify any instrument in more than one capacity if any such instrument is required by the Law, by these Bylaws, or by resolution of the Board, to be executed, acknowledged, or verified by any two or more officers.

Section 2. Additional Officers. The Board may elect or appoint a Chairman, a Vice Chairman, one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, one or more Assistant Vice Presidents, a General Counsel, a Controller, one or more Assistant Secretaries, one or more Assistant Controllers, or such other officers as it may deem advisable, who shall hold office during the pleasure of the Board, and shall be paid such compensation as may be directed by the Board. The Chairman, if any, the Vice Chairman, if any, the Managing Director, the Executive Vice President(s), if any, and the Senior Vice President(s), if any, shall individually or collectively, be known as the "Administrative Officers".

Section 3. Powers and Duties. The officers of the Corporation shall respectively exercise and perform the respective powers, duties, and functions as are stated below, and as may be assigned to them by the Board.

a. Chairman of the Board. The Chairman, if any, shall preside at all meetings of the stockholders and the Board. Except where, by law, the signature of the Managing Director is required, the Chairman shall possess the same power as the Managing Director to sign

all certificates, contracts, and other instruments of the Corporation which may be authorized by the Board.

b. Vice Chairman of the Board. The Vice Chairman, if any, shall, in the absence of the Chairman, preside at all meetings of the stockholders and the Board. Except where, by law, the signature of the Managing Director is required, the Vice Chairman shall possess the same power as the Managing Director to sign all certificates, contracts, and other instruments of the Corporation which may be authorized by the Board. In the absence of the Chairman, the Vice Chairman shall perform all the duties of the Chairman.

c. Managing Director. The Managing Director shall preside at all meetings of the stockholders and of the Board in the absence of the Chairman and Vice Chairman. The Managing Director, any Executive Vice President, any Senior Vice President, any Vice President, unless some other person is specifically authorized by the Board, shall sign all bonds, deeds, mortgages, leases, and contracts of the Corporation. The Managing Director, any Executive Vice President, any Senior Vice President, or any Vice President, unless some other person is specifically authorized by the Board, shall have full authority on behalf of the Corporation to attend any meeting, give any waiver, cast any vote, grant any discretionary or directed proxy to any person, and exercise any other right of ownership with respect to shares of capital stock or other securities held by the Corporation and issued by any other corporation or with respect to any partnership, membership, trust, or similar interest held by the Corporation. The Managing Director shall perform all the duties commonly incident to the office and such other duties as the Chairman, the Vice Chairman, or the Board shall designate.

d. Executive Vice President. The Executive Vice President(s), if any, shall perform such duties as assigned to such person by the Chairman, the Vice Chairman, the President or the Board. In the absence or disability of the Managing Director, an Executive Vice President shall perform all duties of the Managing Director. If there is more than one person holding the office of Executive Vice President, the Executive Vice President designated by the Chairman, the Vice Chairman, the Managing Director, or the Board, shall in the absence or disability of the Managing Director perform all duties of the Managing Director.

e. Senior Vice President. In the absence or disability of an Executive Vice President, a Senior Vice President, if any, shall perform all duties of an Executive Vice President, and when so acting, shall have all the powers of and be subject to all the restrictions of an Executive Vice President. If there is more than one person holding the office of Senior Vice President, the Senior Vice President designated by the Chairman, the Vice Chairman, the Managing Director, any Executive Vice President, or the Board, shall in the absence or disability of the Managing Director or an Executive Vice President, perform all duties of the Managing Director or an Executive Vice President. Each Senior Vice President shall have such other powers and perform such other duties as may from time to time be assigned to such person by the Chairman, the Vice Chairman, the Managing Director, any Executive Vice President or the Board.

f. Vice President. In the absence or disability of a Senior Vice President, a Vice President, if any, shall perform all duties of a Senior Vice President, and when

so acting, shall have all the powers of and be subject to all the restrictions of a Senior Vice President. If there is more than one person holding the office of Vice President, the Vice President designated by any Administrative Officer or the Board, shall in the absence or disability of the Managing Director, an Executive Vice President or a Senior Vice President, perform all duties of the Managing Director, an Executive Vice President or a Senior Vice President. Each Vice President shall have such other powers and perform such other duties as may from time to time be assigned to such person by any Administrative Officer or the Board.

g. Assistant Vice President. An Assistant Vice President, if any, may, at the request of any Administrative Officer, any Vice President, or the Board, perform all the duties of a Vice President, and when so acting shall have all the powers of, and be subject to all the restrictions of a Vice President. An Assistant Vice President shall perform such other duties as may be assigned to such person by any Administrative Officer, any Vice President, or the Board.

h. Secretary. The Secretary shall keep accurate minutes of all meetings of the stockholders and the Board. The Secretary shall keep, or cause to be kept, a register of the stockholders of the Corporation and shall be responsible for the giving of notice of meetings of the stockholders or of the Board. The Secretary shall be custodian of the records and of the seal, if any, of the Corporation. The Secretary shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned to such person by any Administrative Officer, any Vice President, or the Board.

i. Assistant Secretary. An Assistant Secretary, if any, may, at the request of any Administrative Officer, any Vice President, the Secretary, or the Board, in the absence or disability of the Secretary, perform all of the duties of the Secretary. If there is more than one person holding the office of Assistant Secretary, the Assistant Secretary designated by any Administrative Officer, any Vice President, the Secretary, or the Board shall in the absence or disability of the Secretary perform all duties of the Secretary. An Assistant Secretary shall perform such other duties as may be assigned to such person by any Administrative Officer, any Vice President, the Secretary, or the Board.

j. Finance Director. The Finance Director, subject to the order of the Board, shall have the care and custody of the money, funds, valuable papers, and documents of the Corporation. The Finance Director shall keep accurate books of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by any Administrative Officer, any Vice President, or the Board. The Finance Director shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned to such person by any Administrative Officer, any Vice President, or the Board.

k. Assistant Finance Director. An Assistant Finance Director, if any, may, at the request of any Administrative Officer, any Vice President, the Finance Director, or the Board in the absence or disability of the Finance Director, perform all of the duties of the Finance Director. If there is more than one person holding the office of Assistant Finance Director, the Assistant Finance Director designated by any Administrative Officer, any Vice President, the

Finance Director, or the Board shall in the absence or disability of the Finance Director perform all duties of the Finance Director. The Assistant Finance Director shall perform such other duties as may be assigned to such person by any Administrative Officer, any Vice President, the Finance Director, or the Board.

l. Controller. The Controller shall be the principal accounting officer of the Corporation. The Controller shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned to such person by any Administrative Officer, any Vice President, the Finance Director or the Board.

m. General Counsel. The General Counsel, if any, shall be the principal legal officer of the Corporation. The General Counsel, if any, shall perform all duties commonly incident to the office and such other duties as may from time to time be assigned to such person by any Administrative Officer, any Vice President or the Board.

n. Additional Officers. Any additional officers elected or appointed by the Board shall have such titles and perform such duties as may be assigned by the Board.

Section 4. Compensation of Officers. All officers of the Corporation may receive salaries or other compensation if so ordered and fixed by the Board. The Board shall have authority to fix salaries in advance for stated periods or render the same retroactive as the Board may deem advisable.

Section 5. Delegation of Duties. In the event of absence or inability of any officer to act, the Board may delegate the powers or duties, in addition to any other powers or duties specifically authorized in this Article V, of such officer to any other officer, director, or person whom it may select.

Section 6. Removal of Officers. Any officer or agent may be removed by the Board, at a meeting called for that purpose, whenever in its judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not, of itself, create contract rights.

## ARTICLE VI
## FINANCE

Section 1. Deposits and Withdrawals; Notes and Commercial Paper. The monies of the Corporation shall be deposited in the name of the Corporation in such bank(s) or trust company(ies), as the Board shall designate, and may be drawn only as authorized in writing in the name of the Corporation by such person(s) as the Board, by appropriate resolution, may direct. Notes and commercial paper, when authorized by the Board, shall be signed in the name of the Corporation by such officer(s) or agent(s) as shall thereunto be authorized from time to time.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be January 1 to December 31 or as determined by resolution of the Board.

## ARTICLE VII
## WAIVER OF NOTICE

Any stockholder, officer, or director may waive, in writing, any notice required to be given by state law or under these Bylaws, whether before or after the time stated therein.

## ARTICLE VIII
## INDEMNIFICATION

Section 1. General. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended from time to time, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, nonprofit entity or other enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the proceeding. However, the Corporation shall be required to indemnify a person in connection with a proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of the Corporation. If a person is not wholly successful in defense of a proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in a proceeding, the Corporation shall indemnify such person against all expenses actually and reasonably incurred in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in a proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 2. Advances for Expenses. The Corporation shall pay the reasonable expenses (including attorneys' fees) incurred by a director or officer of the Corporation in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon a receipt of an undertaking by the director or officer to repay all expenses (including attorneys' fees) advanced if it should be ultimately determined that the director or officer is not entitled to be indemnified under this Article or otherwise. Payment of such expenses incurred by other employees and agents of the Corporation may be made by the Board in its discretion upon such terms and conditions, if any, as it deems appropriate.

Section 3. Rights Not Exclusive. The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise. The indemnification and advancement of expenses provided for by this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 4. Claims. Notwithstanding any other provision of this Article, if a claim for indemnification or advancement of expenses under this Article is not paid in full within 60 days after a written claim therefor has been received by the Corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 5. Other Indemnification. In the event of any payment under this Article, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the recipient of the payment, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Corporation to bring suit to enforce such rights. The Corporation shall not be liable to make any payment of amounts otherwise indemnifiable or subject to advancement hereunder if and to the extent that a person has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise. To the extent that the Corporation maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Corporation, such person shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. The Corporation's obligation to indemnify or advance expenses hereunder to a person who is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount such person has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

Section 6. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

## ARTICLE IX
## AMENDMENTS

These bylaws may be altered or repealed, and new bylaws made, by the Board, but the stockholders may make additional bylaws and may alter and repeal bylaws whether adopted by them or otherwise.

The undersigned hereby certifies that the foregoing Amended and Restated Bylaws of Liberty Mobile USVI Inc. were duly adopted by the sole stockholder of the corporation effective as of November 6, 2020.

By: _____

Name: _____

Title: _____

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# LIBERTY MOBILE USVI INC.

## OFFICER CERTIFICATE

I, Carla Framil Ferrán, do hereby certify that I am the duly appointed and acting General Counsel of Liberty Mobile USVI Inc. (the "Company"), and I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Company is a Delaware corporation authorized to do business in the U.S. Virgin Islands.

2. Each of the individuals listed on the attached Annex A has been fully authorized and empowered pursuant to an Action by Written Consent in lieu of a Meeting of the Board of Directors of the Company to execute and deliver, in the name of and on behalf of the Company, all documents necessary or advisable to request, obtain, or comply with all requirements relating to construction permits and other permits relating to telecommunications facilities in the U.S. Virgin Islands, and to act as a representative of the Company for the purposes of giving such notices and other communications, and signing such other documents, as may be necessary or advisable in connection therewith.

3. Each of the individuals listed on the attached Annex B has been fully authorized and empowered pursuant to an Action by Written Consent in lieu of a Meeting of the Board of Directors of the Company to execute and deliver, in the name of and on behalf of the Company, all documents necessary or advisable relating to U.S. Virgin Islands tax matters, and to act as a representative of the Company for the purposes of giving such communications, and signing such other documents, as may be necessary or advisable in connection therewith.

IN WITNESS WHEREOF I have subscribed my name as General Counsel of the Company this 30 day of November, 2020.

DocuSigned by:
Carla Framil Ferran
01C1B92AECE74A7...

Carla Framil Ferrán
General Counsel

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## Annex A

| **Name** | **Title** |
|---|---|
| Javier Díaz Benítez | Facilities & Fleet Senior Manager |
| Jorge Rotger Bonilla | Area Manager Network Engineering |
| Agustín García Guadalupe | Area Manager Construction |
| José Villegas Correa | Sr. Sourcing Specialist |
| Hector Damut González | Area Manager Network Design |
| José Arias López | Construction Director |

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## Annex B

| **Name** | **Title** |
|---|---|
| Gloribel Borges | Senior Tax Manager |

**GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES**
**DEPARTMENT OF PLANNING AND NATURAL RESOURCES**
**DEVELOPMENT PERMIT APPLICATION**

**FORM L&WD-2**
**PERMIT APPLICATION**

Date Received:_____

Date Declared Complete:_____ Permit No._____

Application is hereby made for a Earth Change/Coastal Zone Permit

1. Name, mailing address and telephone number of applicant.
   Liberty Mobile USVI, Inc.
   P.O. Box 192296, San Juan, P.R. 00919-2296
   jorge.rotger@libertypr.com
   787-717-9904

2. Name, title, mailing address and telephone number of owner of property and of developer.

| Owner | Developer |
|---|---|
| Government of the Virgin Islands | Liberty Mobile USVI, Inc. |
| 3274 Estate Richmond | P.O. Box 192296, San Juan, P.R. 00919-2296 |
| St. Croix, USVI | jorge.rotger@libertypr.com |
| | 787-717-9904 |

3. Location of activity. Plot No. 6-4-1

   Estate Carolina Island St. John

4. Zoning District R-2

5. Name, mailing address and telephone number of project designer.
   AW Solutions, Calle 22 AA-1 River View, Bayamon, P.R. 00961
   939-338-6610

6. Name, mailing address and telephone number of principal earthwork contractor.
   Not available at this time.

7. Summary of proposed activity. Include all incidental improvements such as utilities, roads, etc. (Use additional sheets if necessary).
   Erect 100' self supporting momopole communications tower, construct chain link fence, 12'x30' & 10'x15' concrete equipment pads, electrical service, & 12' wide site access road.

7a. State type of Land Uses as specified in the VI Zoning Law, which are applied for e.g., restaurant, hotel, single dwelling, etc.
   Wireless facililty

**FORM L&WD-2/PERMIT APPLICATION**
**CONT'D**

8. Date activity is proposed to start Upon receipt of permits, be completed 3-6 months from start of work

9. Classification of minor or major permit. Check one:

☐ Minor Permit Application

☒ Major Permit Application

State below which criterion applies in making above check.
Commercial project

10. Application is hereby made for a permit to authorize the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable territorial water quality standard or other environmental protection standards both during construction and after the project is completed. I also agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making inspections regarding this application, and that to the best of my knowledge and belief the information provided herein, is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities.

Signature of Applicant or Agent — Date

Jorge Bojzak — 6-19-23

Signature of Owner (Where Applicant or Agent is not Owner)

_____ _____

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**FOR DEPARTMENT USE ONLY**
**Inspector Record**

Date Inspected:_____

( )Permit Approved
( )Permit Disapproved

Inspector's Remarks:_____

_____

_____

_____ _____
Inspector Date

_____ _____
Commissioner, Planning & Natural Resources Date

**GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES**
**DEPARTMENT OF PLANNING AND NATURAL RESOURCES**
**DEVELOPMENT PERMIT APPLICATION**

**FORM L&WD-3**
**ZONING REQUIREMENTS TABLE**

The following table shall be completed by the applicant with entries as appropriate for the zoning district in which the activity is taking place. Not all the requirements will necessarily apply to a particular zone. Consult the Zoning Law. For your guidance also consult the zoning Requirement Matrix attached to the application forms, i.e., for a R-2 zone only items 1 through 11 will apply.

Applicants Name: Liberty Mobile USVI, Inc. Signature: Jorge Rotger Date: 6-19-23

Location of Activity-Plot No. 6-4-1 Estate Carolina Island St John

Zoning District: R-2

1. Proposed use (residential etc.) Wireless Facility
2. Accessory use if any n/a
3. Number of on site parking spaces Existing n/a proposed n/a
4. Area of lot, (sq. ft. or acreage) 1 acre
5. Area covered by proposed and existing buildings, (sq. ft.)
   Proposed: 100 sq.ft. Existing: 0.0 sq.ft.
6. Setback of building from street property line, (ft.)
   105'
7. Side yard setback ft) 58'
8. Rear yard setback (ft) 105'
9. Height of building (ft. or stories depending on zone) No existing structures
10. Proposed: 100' tower height
11. Lot width at street line (ft.) 446.85'
12. Area of usable open space (sq. ft. and (%) of lot 99%
13. Persons per acre ratio n/a
14. Floor area ratio n/a
15. Number of onsite parking and loading spaces n/a
16. Building setback (yards 11, W-2 only) n/a

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**FOR DEPARTMENT USE ONLY**

Inspector:_____ Date:_____ Permit No._____

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES DEPARTMENT OF PLANNING AND NATURAL RESOURCES DEVELOPMENT PERMIT APPLICATION

FORM L&WD-5
PROOF OF LEGAL INTEREST

AFFIDAVIT

I, Jorge A. Rotger, Liberty Mobile USVI inc being duly sworn depose and say that:
Applicant(s)* (or John Doe of Entity Applicant)

1. Liberty Mobile USVI inc. am/is the (check one)
(I or Entity/Applicant)

☐ Record title owner (fee simple) ☑ Lessee ☐ Other (specify) ☐

Of the real property described as Parcel No(s) 6-4-1

Estate Carolina Quarter Coral Bay Island ST John

***Applicant(s) is required to provide documentation for legal interest stated above (e.g. deed, lease, etc.)**

2. I have the irrevocable approvals, permission, or power of attorney from all other persons with a legal interest in the property to undertake the work proposed in the permit application as more fully set forth in the exhibit (s) attached hereto:

Signature 6/20/23 Date

Signature Date

Jorge A. Rotger Bonilla
Print

Print

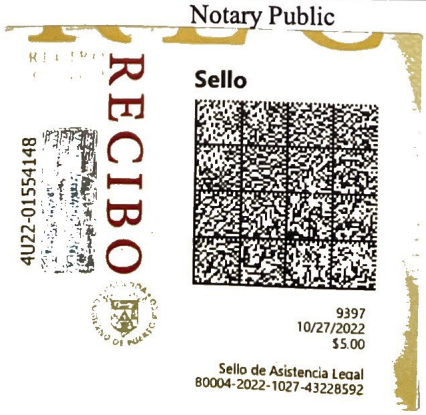
The foregoing instrument was acknowledged before me this 20 day of June

2023 by Liberty Mobile USVI Inc at San Juan PR county
(Name or Name/Title of Entity)

of Puerto Rico #614

Wanda Clf
Notary Public

doesn't expire
My Commission expires



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DEVELOPMENT PERMIT APPLICATION

FORM L&WD-7
CORPORATION/ASSOCIATION APPLICATION
(To be used when a corporation or association is making a Permit Application in Tier 1)

Liberty Mobile USVI, Inc
(Corporation or Association Name)

By: _____
(Signature)
President or Vice-President or equivalent

President & CEO
Title/Position (Print)

Naji Khoury
Print

WITNESS: _____

ATTEST: John Winter
Secretary (or equivalent) Signature

John Winter
Secretary (or equivalent) Print

Seal

On this 20 day of June, 2023. before me the undersigned officer, personally appeared Naji Khoury who acknowledges himself to be the President of Liberty Mobile USVI; that he executed the foregoing instrument in the capacity above and has the authority to execute this application on behalf of the company.

*IN WITNESS WHEREOF*, I have hereunto set my hand and official seal the day and year above written.

#613 Wanda

**Include Supporting Documents:**

1. Compliance with Act No. 5270 by providing:
   (a) Tax clearance letter from the Bureau of Internal Revenue
   (b) Property tax clearance letter from the Lieutenant Governor's Office.
   (c) Corporations and Associations: Certificate of Good Standing or equivalent, organizational documents & Amendments (Articles, Bylaws, Operating Agreement, Declarations)
   (d) Corporate Resolution (or equivalent) authorizing action on behalf of the company.

Sello

9397
04/20/2023
$5.00

Sello de Asistencia Legal
80004-2023-0420-18408278

(Form L&WD-8) 1:08:96

# Flood Plain Determination and Permit Application

*To be completed by all applicants*

1. Owner: Liberty Mobile USVI, Inc.
   Mailing Address P.O. Box 192296, San Juan, P.R. 00919-2296
   Home Tel. #: _____ Business Tel. #: 787-717-9904 Cellular #: _____

2. Designer: AWS Solutions/ Emmanuel Poulin
   Lic. #: 709-E Tel. #: 939-338-6610 Cellular #: _____

3. Plot #: 6-4-1 Estate: Carolina Quarter: No. 1 Coral Bay
   Flood Zone Designation: X

**If your flood zone designation is Zone A, AE, AO, A1-30, A99, V, VO, Ve or V1-V30 as shown on the NFIP FIRM Map, then complete this section.**

********** NFIP Flood Zone Designation **********

1. Type of development:

   1 or 2 Family dwelling ◯ Mobile Home ◯ Non-Structural ◯

   3 Family or more, Apartment or Condo Structure ◯ Non- Residential Structure: ◯

   Commercial Structure ◯ New Construction ◯ Non-Structural ◯

   Addition to Structure ( ) 50% Substantial Improvement of Existing Structure ◯

   Description of Activity _____

2. **Base Flood Elevation at the Development Site is _____ ft. above mean sea level (msl).**

3. **Elevation of the First Floor, Basement or Flood proof level for proposed structure is _____ ft.**

4. **Describe the Non-Structural Activity** i.e. septic tank, waste water treatment plants etc. (including the location and development): _____

5. **Attach a certified copy of site plan ( 8.5" x 11" ) showing Base Flood Elevation . See sample attached.**

**FOR OFFICE USE ONLY**

**Is the property located in an identified Flood Hazard Area? ( ) YES ( ) NO**

**NFIP Zone Designation: _____ Forward to Flood Plain Manager : ( ) YES ( ) NO**

**Application : APPROVED ( ) DENIED ( ) RESUBMIT ( )**

**Plan Reviewer Name: _____**

**Signature: _____ Date: _____**

Business Entity No. 555633

**Government of**
**The United States Virgin Islands**
-O-
*Office of the Lieutenant Governor*
*Division of Corporations & Trademarks*

# CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that **LIBERTY MOBILE USVI INC.** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2023.

**Entity Type:** Foreign Profit Corporation
**Entity Status:** In Good Standing
**Registration Date:** 11/07/1994
**Jurisdiction:** Delaware, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 21st day of September, 2022.

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

# ADJACENT OWNERSHIP CERTIFICATION

## (CZM)

### Property Ownership within 150' Radius of Parcel

6-4-1 Cardeno

This letter is to certify that the following list of owners and addresses are consistent with the record of the Tax Assessor's Office at Charlotte Amalie, St. Thomas, U.S. Virgin Islands.

The stated ownership are those adjacent to Parcel No.

(Pin) 3041040502Q Estate Cardeno

Island of STTHA, U.S. Virgin Islands.

---

**DEPARTMENT USE ONLY:**

**AUTHORIZED SIGNATURE:** _____

**Public Surveyor (Not Valid without Signature)**

**ALTERNATE SIGNATURE:** _____

**TAX ASSESSOR**

**DATE:** _____ **FEE:** $30.00

**DELIVERED TO CASHIER NO.** _____

**RECEIVED BY:** _____ **DATE:** 9/12/2022

**Signature of Cashier/Assistant Cashier**

THE UNITED STATES VIRGIN ISLANDS
OFFICE OF THE LIEUTENANT GOVERNOR
OFFICE OF THE TAX ASSESSOR

TRENGENZA A. ROACH,ESQ.
LIEUTENANT GOVERNOR

COMMISSIONER OF INSURANCE
CHAIRMAN, V.I. BANKING BOARD

150' RADIUS FOR PARCEL NO. 6-4-1 CAROLINA ST JOHN

DATE 9/8/2022

TAX NUMBER:
ADDRESS:

| Property ID | Legal Description | Owner | Address | City | State | Zip Code |
|---|---|---|---|---|---|---|
| 304104020100 | 5 CAROLINA CORAL BAY QTR | SAMUEL, ELEANOR | 1914 White Plains Rd | Bronx | New York | 10462 |
| 304104022400 | 5A CAROLINA CORAL BAY QTR. | SAMUEL, MITCHELLE | PO Box 171 | St John | U.S.Virgin Islands | 00831 |
| 304104022500 | 5C CAROLINA CORAL BAY QTR. | RICHARDS, YULANDRA | PO Box 634 | St John | U.S.Virgin Islands | 00831 |
| 304104030200 | 6-1-3 CAROLINA CORAL BAY | ROYAL, JOHN W. JR., & BARBARA P. | 7 Pleasant Dr | Rehobeth Beach | Delaware | 19971 |
| 304104041300 | PAR 6R-2A CAROLINA 1 CORAL BAY QTR | MARSH, GENEVIEVE | P O BOX 2763 | St Thomas | U.S.Virgin Islands | 00803 |
| 304104041600 | 6T-22 CAROLINA CORAL BAY QTR. | STEWART, MARCIA E. | 9901 ESTATE EMMAUS | St John | U.S.Virgin Islands | 00830 |
| 304104041800 | 6T-19 CAROLINA CORAL BAY QTR. | PHILLIPS, JAMAL, KAMAU, AFT & HERMIE | 749 S Providence Ln | Round Lake | Illinois | 60073 |
| 304104044100 | CAROLINA 6T-23 OF SUBD 6T CORAL BAY QTR. | FRANCIS, GARY H. & LORI D | PO Box 1796 | St John | U.S.Virgin Islands | 00831 |
| 304104045300 | 6R-2B-1 ESTATE CAROLINA 1 CORAL BAY QTR | MARSH, SYLVIA K. | PO Box 723 | St John | U.S.Virgin Islands | 00831 |
| 304104050100 | CAROLINA 14 CORAL BAY QTR | A. B. M. & C. CO. INC. OF VI | 15628 Lower Carolina | St JOHN | U.S.Virgin Islands | 00830 |
| 304104050600 | CAROLINA 6T-21 CRUZ BAY QTR. | STEWART, MARCIA E | 29 McFarlands Cove Rd | South Bristol | Maine | 4568 |
| 304104050700 | CAROLINA 6T-20 CORAL BAY QUARTER | POTTER, RUMIO | CRUZ BAY | St John | U.S.Virgin Islands | 00831 |
| 304104050800 | 14 REM CAROLINE EST. CAROLINA CORAL BAY QTR. | ANIMAL CARE CENTER OF ST. JOHN INC. | PO Box 429 | St John | U.S.Virgin Islands | 00831 |
| 304104050900 | CAROLINA 14-1 CORAL BAY QTR | MALENO, JOSE A . & MIRLANIZA HERNANDEZ | PO Box 752 | St John | U.S.Virgin Islands | 00831 |
| 304104081000 | CAROLINA 6-3-153 CORAL BAY QTR. | JOHN GAGLIOTTI LIVING TR | PO Box 1800 | East Hampton | New York | 11937 |
| 304104082700 | 6-3-149 ESTATE CAROLINA CORAL BAY QTR. | FETTE, RALPH & NINA | 283 Mayapple Dr | Robbinsville | North Carolina | 28771 |
| 304104082800 | CAROLINA 6-3-151 CORAL BAY QTR. | KRAUTWURST, ALAN | 1524 Fallen Leaf Ter | Webster | New York | 14580 |

WAYNE D. CALLWOOD TERRITORIAL PUBLIC SURVEYOR

NUMBER 1105 KING STREET, CHRISTIANSTED • ST. CROIX, VIRGIN ISLANDS 00820
CHRISTIANSTED - TEL 340.773.6459 • FAX 340.773.4052 • FREDERIKSTED - TEL 340.772.3115 • FAX 340.772.9325
NO. 5049 KONGENS GADE • ST. THOMAS, VIRGIN ISLANDS 00802 • TEL 340.776.8505 • FAX 340.776.4612

# APPENDIX E: PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

# PHASE I ENVIRONMENTAL SITE ASSESSMENT (ASTM E1527-13)

## USVI-00408 Coral Bay

No. 6-4 Estate Carolina
Coral Bay, St John, US Virgin Island 00830

**Prepared for:**

Blue Sky Towers III, LLC
352 Park Street, Suite 106
North Reading, Massachusetts 01864

**Prepared by:**

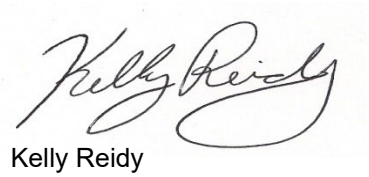
Lotis Environmental, LLC
8899 Main Street - Suite 107
Williamsville, New York 14221

# CLIENT DISCLOSURE STATEMENT

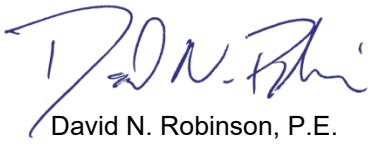
This report was prepared for and may be relied upon by Blue Sky Towers III, LLC, its respective Subsidiaries, and its respective successors, assigns, and/or affiliates. Any rating agency, issuer, purchaser, or underwriter of any security collateralized or otherwise backed by the property that is the subject of this report or any loans placed upon the property may further rely upon this report. Blue Sky Towers III, LLC, also consents to inclusion of this report in any form, whether in paper or digital format, including any electronic media such as a storage device or the internet/hyperlink, in the Prospectus Supplement relating to any such securitization transaction, and Blue Sky Towers III, LLC, consents to the reference to our firm under the caption 'Experts' in such Prospectus Supplement.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professionals as defined in 40 CFR 312.10. See Qualifications in Appendix F.

We possess the specific qualifications based on education, training, and experience required to assess a property of the nature, history, and setting of the target property. We have developed and performed all appropriate inquiries regarding environmental conditions at the target property in conformance with the standards and practices set forth in 40 CFR Part 312.



Kelly Reidy
Environmental Scientist



David N. Robinson, P.E.
President/CEO

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## Appendices

A Site Photographs
B Interviews/Questionnaires
C Regulatory Information
D Historical Information
E Previous Study
F Personnel Qualifications

# EXECUTIVE SUMMARY

At the request of Blue Sky Towers III, LLC (BST), and/or its Subsidiaries, a Phase I Environmental Site Assessment (Phase I ESA) was conducted by Lotis Environmental, LLC (Lotis), at a proposed communications site located at **No. 6-4 Estate Carolina, Coral Bay, St John, US Virgin Island (N 18° 20' 59.7", W 64° 42' 58.0")**. The target property is generally an undeveloped area with heavy brush which has not yet been developed for communications purposes. The target property is referred to in this report as **"Coral Bay."** This Phase I ESA was conducted in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard E 1527-13 (Standard). Any exceptions to, or deviations from, the Standard are described in Section 1.0 of this report.

The following potential environmental concerns were identified during the review of historical and/or regulatory information and from observations made during site reconnaissance activities.

**Table 1 - Potential Environmental Concerns**

| | |
|---|---|
| Data Gaps/Limitations | Historical Source Interval: Standard historical sources reviewed for the Phase I ESA were not available at the 5-year intervals described in Section 8.3.2.1 of the Standard.<br>First Historical Development: Historical information does not date back to 1940. However, the earliest map predates construction of the existing communications site, the first known development of the target property.<br>Based on the information collected and reviewed as part of this Phase I ESA, the data gaps presented above are not likely to impact the overall ability to determine recognized environmental conditions at the target property. |
| RECs | None |
| Historical RECs | None |
| Controlled RECs | None |
| De Minimis Conditions | None |

**This Phase I ESA has identified no recognized environmental conditions in connection with the target property.**

**Lotis does not recommend any further investigation at this time.**

# 1.0 INTRODUCTION

## 1.1 PURPOSE

The primary purpose of this study was to provide BST with sufficient information about recognized environmental conditions (RECs) associated with the target property.

## 1.2 SCOPE OF WORK

The Scope of Work for this assessment included the following components:

- Site Reconnaissance (to the extent possible)
  - Observations of Hazardous Substances/Petroleum Product Containers
  - Observations of Storage Tanks
  - Indications of Polychlorinated Biphenyls (PCBs)
  - Indications of Solid Waste Disposal/Other
- Records Review
  - Physical Setting Sources
  - Standard Environmental Record Sources
  - Historical Use Information
- Interviews
  - Interviews with Owners and Occupants (if available during site visit and/or via telephone)
  - Interviews with Local Government Officials (when applicable)
- Evaluation, Report Findings, and Recommendations summarized in this written Phase I Environmental Site Assessment (ESA).

## 1.3 SIGNIFICANT ASSUMPTIONS

No significant assumptions were made during the completion of this study.

## 1.4 LIMITATIONS AND EXCEPTIONS

Lotis performed these services in a manner consistent with the level of care and expertise exercised by members of the environmental assessment profession and in accordance with the ASTM Standard for Phase I ESA which is “intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner defense to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).”

It is Lotis’ experience that environmental liabilities may be incurred that are in addition to those associated with CERCLA. Lotis is strictly limited to identifying RECs associated with the target property as identified within the scope of work. Lotis’ assessment does not evaluate the structural conditions of any buildings on the target property or for regulatory compliance issues. Lotis additionally did not assess the target property for the potential of asbestos containing building materials, biological agents, cultural or historic resources, ecological resources, endangered species, health and safety concerns, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene concerns, lead-based paint, lead in drinking water, mold, radon, or wetlands. Non-assessed potential issues such as these can present environmental liabilities to a property owner but are generally considered “non-scope” items in the ASTM scope of work for Phase I ESAs. In addition, any limitations requested by BST are described herein. Additional limitations were not requested by BST. By not commenting on the presence of materials or the conduct of practices, Lotis does not confirm the absence of materials or the acceptability

of site operations. Sampling of soils, groundwater, and surface water were not included within the scope of work for this project.

Additionally, the site inspection activities did not include any attempt to identify the presence of environmental contamination that exists in areas that cannot be visually observed. This includes surface soils located under pavement, structures, vehicles, or other media interference; subsurface soils; groundwater; areas in any buildings; or other areas on the property that are otherwise inaccessible due to locked or blocked accesses, geographic or vegetation impediments, weather interference, or size of the property. **NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE.**

This report presents Lotis' site reconnaissance observations, findings, and conclusions based on conditions as they existed at the time of the site reconnaissance. The findings presented in this report are based upon reasonably ascertainable information, available records, and site conditions observed during the ESA. Lotis makes no representation or warranty that past or current operations at the property are, or have been, in compliance with applicable federal, state, and local laws, regulations, and codes. Lotis makes no guarantees as to the accuracy or completeness of information obtained from others during this Phase I ESA investigation. It is possible that information exists beyond the scope of this assessment, or that pertinent information was not provided to Lotis. Additional information subsequently provided, discovered, or produced may alter findings or conclusions presented in this Phase I ESA report. Lotis is under no obligation to update this report to reflect such subsequent information.

The ASTM E1527-13 Standard recognizes inherent limitations for Phase I ESAs that apply to this report, including:

- Uncertainty Not Eliminated – No Phase I ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Data gaps identified during this Phase I ESA are listed in Section 6.0.
- Not Exhaustive – A Phase I ESA is not an exhaustive investigation.
- Past Uses of the Property – A review of standard historical sources at intervals of less than five years is not required.

BST is advised that the Phase I ESA conducted at the target property is a limited inquiry into a property's environmental status, cannot wholly eliminate uncertainty, and is not an exhaustive assessment to discover every potential source of environmental liability at the target property. Therefore, Lotis does not make a statement: i) of warranty or guarantee, expressed or implied for any specific use; ii) that the target property is free of RECs or environmental impairment; iii) that the target property is "clean"; or iv) that impairments, if any, are limited to those that were discovered while Lotis was performing the Phase I ESA. This limiting statement is not meant to compromise the findings of this report; rather, it is meant as a statement of limitations within the ASTM Standard and intended scope of this assessment. Any site-specific limitations identified during the target property reconnaissance are described in Section 2.2. Subsurface conditions may differ from the conditions implied by surface observations and can be evaluated more thoroughly through intrusive techniques that are beyond the scope of this assessment.

This report does not warrant against future operations or conditions, nor does it warrant against the presence of operations or conditions of a type or at a location not assessed. Regardless of the findings stated in this report, Lotis is not responsible for consequences or conditions arising from facts that were not fully disclosed to Lotis prior to submission of this report.

An independent data research company conducted the government agency database review referenced in this report. Information regarding surrounding area properties was requested for approximate minimum search distances. The information provided was assumed to be correct and complete unless obviously contradicted by Lotis' observations or other credible reference sources reviewed during the assessment.

Results of this assessment are based upon the visual site inspection of readily accessible areas of the target property conducted by Lotis personnel, information from interviews with knowledgeable persons regarding the target property, information reviewed regarding historical uses, information requested from regulatory agencies, and review of publicly available and practicably reviewable information identifying current and historical uses of the target property and surrounding properties.

Access to the interior of all buildings within the target property was not provided and building interiors are not included in the scope of work for this project.

All conclusions regarding this property represent the professional opinions of the Lotis personnel involved with this project. The findings of this report should not be considered a legal interpretation of existing environmental regulations. Lotis assumes no responsibility or liability for errors in the public data utilized, statements from sources outside of Lotis, or developments resulting from situations outside the scope of this project.

## 1.5 DEVIATIONS

There were no deviations from the ASTM E1527-13 Standard during the completion of this Phase I ESA report.

# 2.0 SITE DESCRIPTION

## 2.1 GENERAL

A current aerial photograph of the target property and USGS 7.5 Minute Topographic map showing the target property and surrounding area are provided as Figure 1 and Figure 2, respectively.

The target property is located on the west side of Highway 10, less than one-quarter mile east of Estate 6 Road. The latitude/longitude of the target property is N 18° 20' 59.7", W 64° 42' 58.0", and the elevation of the target property is approximately 50 feet above mean sea level. The following onsite features were noted during Lotis' site reconnaissance:

**Table 2 - Site Observations**

| Site Feature | Description |
|---|---|
| Communications Tower(s) | none |
| Fenced | no |
| Equipment Cabinet(s) | none |
| Equipment Shelter(s) | none |
| Electrical Service | none |
| Electric Meter(s) | none |
| Generator(s)/Observed or Indicated | diesel (none), propane (none), natural gas (none), hydrogen (none) |
| Surface Material | dirt |
| Topography | hilly |
| Vegetation | lush and abundant |
| Sewage | none |
| Potable Water | none |
| Other | none |

## 2.2 SITE RECONNAISSANCE

Lotis performed a site reconnaissance on June 18, 2022. The purpose of the reconnaissance was to evaluate the target property, to observe adjoining/nearby properties, and to identify unlisted properties in the area that may affect the target property. Photographs from the site reconnaissance are provided as Appendix A. The perimeter of the target property was walked, as its small area did not necessitate the use of a grid search pattern.

### 2.2.1 Current Uses of the Target Property:

The target property is currently an undeveloped area with heavy brush.

### 2.2.2 Current Uses of Adjacent/Nearby Properties:

Current visible uses of nearby properties include the following as viewed from the target property to the:

North - brush with some trees, then Centerline Road, then residential and brush with some trees, then Milvista Road, then residential, then brush with some trees, then residential, then Stone House Road;

East - brush with some trees, then Highway 10, then brush with some trees, then residential, then forested;

South - brush with some trees, then Estate 6 Road, then brush with some trees, then forested, then commercial (Love City Market), then King Hill Road; and

West - brush with some trees, then residential, then brush with some trees, then Estate 6 Road, then forested.

### 2.2.3 Hazardous Materials

No hazardous substances or petroleum product containers were observed on the subject property during the site reconnaissance. There were no indications of hazardous substance or petroleum product mishandling such as distressed vegetation, staining, or soil discoloration.

No hazardous substances or petroleum product containers were observed on adjacent properties during the site reconnaissance. There were no indications of hazardous substance or petroleum product mishandling such as distressed vegetation, staining, or soil discoloration.

### 2.2.4 Indications of Waste Disposal / Other

No evidence of waste disposal on the target property was noted at the time of the site reconnaissance. There was no evidence of trash burning on the target property.

No evidence of waste disposal on adjacent properties was noted at the time of the site reconnaissance. There was no evidence of trash burning on adjacent properties.

There was no indication of foul or unusual odors at the target property during the site visit.

### 2.2.5 Indications of PCBs

Lotis inspected the target property for types of equipment that have historically been associated with the use of PCBs as a dielectric fluid coolant and stabilizer (i.e. transformers, elevators, hydraulic lifts, fluorescent lighting). The use of PCBs was banned in 1979. The following transformer observations were noted during the site reconnaissance:

**Table 3 - Transformer Observations**

| | Pole-Mounted | Pad-Mounted | PCB-Free Sticker(s) Observed | Observed Staining/Leaking |
|---|---|---|---|---|
| Target Property | none | none | n/a | n/a |
| Adjacent Properties | none | none | n/a | none |

### 2.2.6 Storage Tanks

The following storage tank observations were noted on the **target property** during Lotis' site reconnaissance:

**Table 4 - Target Property Tanks**

| | Petroleum | Propane | Other | Environmental Concern |
|---|---|---|---|---|
| Aboveground Storage Tank (AST) | none | none | none | none |
| Underground Storage Tank (UST) | none | none | none | none |

The following storage tank observations were noted on **adjacent properties** during Lotis' site reconnaissance:

**Table 5 - Adjacent Tanks**

| | Petroleum | Propane | Other | Environmental Concern |
|---|---|---|---|---|
| Aboveground Storage Tank (AST) | none | none | none | none |
| Underground Storage Tank (UST) | none | none | none | none |

# 3.0 ENVIRONMENTAL AND HISTORICAL RECORDS REVIEW

## 3.1 PHYSICAL SETTING

### 3.1.1 General Topographic Setting

Review of the United States Geological Survey (USGS), Coral Bay, VI 7.5-Minute Quadrangle map indicates that the regional topography generally slopes in a southerly gradient. The soil surface texture and soil drainage characteristics in the general area of the target property were not reported.

### 3.1.2 Surface Water

The target property is located in FEMA Flood Zone 7800000035G. The National Wetland Inventory Quad was not reported. No surface water was observed on the target property during the site visit. No surface water was observed on adjacent properties during the site visit.

### 3.1.3 Groundwater Wells and Depth

Environmental Risk Information Services (ERIS) searches and summarizes data on wells and groundwater depth from public databases. The number and type of wells is listed in the Physical Setting Report (PSR) located in Appendix C of this report. However, it should be noted that groundwater depth fluctuates based on several factors. If the actual groundwater depth needs to be determined, a site specific groundwater survey should be completed.

### 3.1.4 Groundwater Flow

Groundwater flow direction at the target property is not known. However, based on topographic gradient, the direction of groundwater flow in the general area of the target property is estimated to be in a southerly direction. Groundwater beneath the target property is of concern when there are properties located upgradient of the target property that may have environmental concerns. Section 3.4 provides additional information on identified upgradient properties with current or historical environmental concerns.

It is important to note that although groundwater flow direction can be interpreted based on topography, the actual measurement of groundwater levels and potentiometric surface mapping is beyond the scope of work for this project. Measurement of groundwater levels and potentiometric surface mapping is the only accurate means of determining groundwater flow direction and gradient. Additionally, localized factors such as the presence of undocumented or unregistered pumping wells or other subsurface obstructions, seasonal fluctuations in precipitation, geologic heterogeneity, and nearby surface waters may also significantly influence groundwater gradient and flow direction at the target property.

## 3.2 HISTORICAL USE INFORMATION

The following historical reference materials were utilized to determine prior use of the target property and adjacent/nearby properties:

ERIS Historic Aerials Report – 1954, 1983, 1999, 2004, and 2007.

Google Earth Professional – 2013 and 2020

Fire Insurance Maps were ordered by Lotis through ERIS for historical information relative to the target property and surrounding area. However, ERIS indicated that the target property is an unmapped property. A copy of the letter is included in Appendix D of this report.

Physical characteristic changes for the target and adjacent/nearby properties were observed as follows:

**Table 6 - Historic Uses Summary**

| Year | Setting | Target Property Use | Adjacent/Nearby Property Use | | | |
|---|---|---|---|---|---|---|
| | | | North | East | South | West |
| 1954 | Rural | Brush with Trees | Brush with Trees and Forested | Brush with Trees and Forested | Brush with Trees, Forested and Residential | Brush with Trees and Forested |
| 1983 | Rural | Open Field | Brush with Trees, Residential and Forested | Forested | Open Field, Forested and Residential | Brush with Trees, Residential and Forested |
| 1999 | Rural | Open Field | Brush with Trees, Residential and Forested | Residential and Forested | Open Field, Forested and Residential | Brush with Trees, Residential and Forested |
| 2004 | Rural | Brush with Trees | Brush with Trees, Residential and Forested | Residential and Forested | Open Field, Forested and Residential | Brush with Trees, Residential and Forested |
| 2007 | Rural | Brush with Trees | Brush with Trees, Residential and Forested | Residential and Forested | Forested and Residential | Brush with Trees, Residential and Forested |
| 2020 | Rural | Brush with Trees | Brush with Trees, Residential and Forested | Residential and Forested | Forested and Residential | Brush with Trees, Residential and Forested |

## 3.3 SUMMARY OF PREVIOUS ENVIRONMENTAL SITE ASSESSMENTS

Lotis was not provided a previous Phase I ESA for the target property, as reflected in Appendix E.

## 3.4 STATE STANDARD AND FEDERAL ENVIRONMENTAL RECORD SOURCES

ERIS was utilized to conduct a database search of environmental records. The search radius of the ERIS Database Report (ERIS Report) meets or exceeds the government records search requirements of the ASTM Standard E1527-13 for Phase I ESAs. The ERIS Report is provided as Appendix C. Table 7 provides the summary of the databases searched by ERIS and findings of each, i.e. number of sites identified within the search radius.

**Table 7 - Environmental Risk Information Services Summary**

| Database * | Total Site(s) |
|---|---|
| • NPL | 0 |
| • Proposed NPL | 0 |
| • Delisted NPL | 0 |
| • NPL Liens | 0 |
| • SHWS | 0 |
| • STATE LANDFILL | 0 |
| • CERCLIS-NFRAP | 0 |
| • CERCLIS | 0 |
| • SEMS | 0 |
| • RCRA -TSD | 0 |
| • RCRA CORRACTS | 0 |
| • RCRA non-CORRACTS TSD | 0 |
| • CONSENT | 0 |
| • ROD | 0 |
| • INSTITUTIONAL CONTROLS | 0 |
| • ENGINEERING CONTROLS | 0 |
| • ERNS | 0 |
| • LUST or LPST | 0 |
| • UST | 0 |
| • AST | 0 |
| • LAST | 0 |
| • SPILLS | 0 |
| • VCP | 0 |
| • RCRA - LQG | 0 |
| • RCRA - SQG | 0 |
| • RCRA - CESQG | 0 |
| • RCRA – NonGen | 0 |
| • FINDS | 0 |
| • MINES | 0 |
| • Drycleaners | 0 |
| • Brownfields | 0 |
| • TRIS | 0 |
| • Hist. Auto Station | 0 |
| • Hist. Cleaners | 0 |
| • DELISTED TANKS | 1 |

Within a one-mile radius of the target property, one site was identified on the federal and/or state databases *(note: sites may be listed in multiple databases)*. One unplottable site, those sites not mapped due to poor or inadequate address information, was identified. During the site visit, the orphan site was not observed near the target property.

The site listed in Table 7, was located within one-quarter mile of the target property. A summary of Lotis' review of this site is presented in Table 8 below.

**Table 8 - Sites of Concern Summary**

| Site | Database | Review Notes |
|---|---|---|
| Domino - Coral Bay | DELISTED TANKS | This listing is located downgradient of the target property and is located over 1,250 square feet from the target property, thus environmental concern at the target property is reduced. |

The listing described at Table 9 above is not likely to environmentally impact the target property.

# 4.0 INTERVIEWS

## 4.1 CURRENT OWNER/OPERATORS/SITE OCCUPANTS/SITE MANAGER

The current property owner contact of the target property (Mr. Vince Richards for the United States Virgin Islands: (340) 244-6589) was interviewed to obtain information indicating RECs in connection with the target property. Mr. Richards indicated that to his knowledge the target property has no environmental cleanup liens or Activity and Use Limitations (AULs). Mr. Richards also indicated that he was unaware of past environmental concerns (i.e., chemical releases or cleanups) at the target property. Mr. Richards stated that the United States Virgin Islands purchased the property several decades ago and that the target property is currently undeveloped land with some brush. A copy of Lotis' key site personnel interview record is included in Appendix B.

## 4.2 LOCAL GOVERNMENT OFFICIALS

Mr. Greg Maduro of the Coral Bay Fire Department was interviewed to obtain information indicating RECs in connection with the target property. Mr. Maduro had no knowledge of any environmental concerns on or immediately adjacent to the target property, nor has his department responded to any environmental emergencies at the property. A copy of Lotis' fire department interview record is included in Appendix B.

## 4.3 ADDITIONAL INTERVIEWS

No additional interviews were completed.

## 4.4 USER QUESTIONNAIRE

Lotis interviewed Mr. Lizaida Ramos, the user of this report, on August 10, 2022. Reponses to those questions are as follows:

**Table 9 – User Questionnaire**

| Question | Response |
|---|---|
| Do you have any knowledge of environmental liens or use limitations such as land use restrictions or institutional controls for the site? | No |
| Do you have any specialized knowledge or experience related to the site or nearby properties that would-be material in identifying a potential environmental issue? | No |
| Are you aware of any commonly known information suggesting an environmental concern onsite (include information regarding the presence or likely presence of contamination onsite)? | No |
| What is the reason for completing this study? | Development of a telecommunications tower |
| Type of property transaction (sale, purchase, refinance, etc.), if any? | Long term Leasehold |
| If applicable, is the purchase price significantly below the anticipated market price for no apparent reason? | n/a |
| Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property? If yes, please explain | No |
| Are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the property? If yes, please explain | No |
| Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products? | No |

# 5.0 NON-SCOPE ENVIRONMENTAL CONSIDERATIONS

## 5.1 ASBESTOS-CONTAINING BUILDING MATERIALS

No structures were located onsite at the time of the inspection and no asbestos containing materials were noted onsite.

## 5.2 LEAD-BASED PAINT

No painted surfaces were noted onsite.

## 5.3 RADON

No Radon information is available for the area of the target property. However, based on the commercial nature of the target property, radon should not be a concern.

## 5.4 WETLANDS

The ERIS Database Report includes general information relative to wetlands and flood zones. No wetland or flood zone areas were identified on or adjacent to the target property.

## 5.5 MOLD

None observed.

## 5.6 VAPOR ENCROACHMENT CONDITIONS

This assessment included review of the regulatory database discussed above in relation to section 3.4 of the ASTM E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions. If soil or groundwater is contaminated with a volatile compound (that is, something that can escape from water or soil to air, such as gasoline and solvents), that contaminant can migrate through the soil and present in the air inside of buildings, especially within basement areas. The ASTM E2600-10 standard designates this a Vapor Encroachment Condition (VEC). Soil vapors do not necessarily migrate along groundwater flow paths. Vapors can migrate via hydraulic gradients and may extend beyond a groundwater plume. Vapor intrusion has been identified at a significant number of sites and state and federal environmental regulators have "reopened" numerous spill and waste cases to assess whether a VEC assessment is warranted.

None of the information obtained/reviewed as part of this assessment suggested the potential for a VEC at the target property.

# 6.0 DATA GAPS

A data gap, as defined in the ASTM Standard E1527-13, is an absence of information that affects the ability of the environmental professional to identify RECs. The following data gaps were identified in the Phase I ESA:

**Historical Source Interval**: Standard historical sources reviewed for the Phase I ESA were not available at the 5-year intervals described in Section 8.3.2.1 of the Standard.

**First Historical Development:** Historical information does not date back to 1940. However the earliest map predates construction of the existing/proposed telecommunications site, which will be the first known development of the target property.

Based on the information collected and reviewed as part of this Phase I ESA, the data gaps presented above are not likely to impact the overall ability to determine recognized environmental conditions at the target property.

# 7.0 FINDINGS AND OPINIONS

## 7.1 RECs

*ASTM defines recognized environmental conditions (RECs) as "the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."* The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

**This Phase I ESA has identified no RECs in connection with the target property.**

## 7.2 Historical RECs

AS*TM defines historical recognized environmental conditions (HRECs) as "a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, activity and use limitations (AULs), institutional controls, or engineering controls)."*

**This Phase I ESA has identified no HRECs in connection with the target property.**

## 7.3 Controlled RECs

*ASTM defines controlled recognized environmental conditions (CRECs) as "a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)."*

**This Phase I ESA has identified no CRECs in connection with the target property.**

## 7.4 De Minimis Conditions

*ASTM defines de minimis conditions (de minimis) as "conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis are not recognized environmental conditions."*

**This Phase I ESA has identified no de minimis conditions in connection with the target property.**

# 8.0 RECOMMENDATIONS

**Based on the results of the Phase I ESA, Lotis does not recommend further investigation at this time.**

# 9.0 REFERENCES

## Site Reconnaissance

Phase I ESA Site Reconnaissance Checklist and Photos. June 18, 2022.

## Regulatory

Environmental Risk Information Services, Historical Aerials, No. 6-4 Estate Carolina, Coral Bay, St John, US Virgin Island, 00830. Order Number: 22080300536. August 3, 2022.

Environmental Risk Information Services, Fire Insurance Maps, No. 6-4 Estate Carolina, Coral Bay, St John, US Virgin Island, 00830. Order Number: 22080300536. August 5, 2022.

Environmental Risk Information Services, Database Report, No. 6-4 Estate Carolina, Coral Bay, St John, US Virgin Island, 00830. Order Number: 22080300536. August 4, 2022.

Environmental Risk Information Services, Physical Setting Report, No. 6-4 Estate Carolina, Coral Bay, St John, US Virgin Island, 00830. Order Number: 22080300536p. August 3, 2022.

## Previous Studies

None

# Figures

***Figure 1 Vicinity Map***
***Figure 2 Topographic Map***

N
W E
S

# Figure 1
# Vicinity Map

**Blue Sky Towers III, LLC**
No. 6-4 Estate Carolina
Coral Bay, St John, US Virgin Island 00830

Lotis ENVIRONMENTAL

# Figure 2
# USGS Topographic Map

**Blue Sky Towers III, LLC**

No. 6-4 Estate Carolina

Coral Bay, St John, US Virgin Island 00830

Lotis ENVIRONMENTAL

# Appendices

| | |
|---|---|
| ***Appendix A*** | ***Site Photographs*** |
| ***Appendix B*** | ***Interviews/Questionnaires*** |
| ***Appendix C*** | ***Regulatory Information*** |
| ***Appendix D*** | ***Historical Information*** |
| ***Appendix E*** | ***Previous Study*** |
| ***Appendix F*** | ***Personnel Qualifications*** |

# Appendix A

## *Site Photographs*

**Site Photograph 1 –** View of the target property

**Site Photograph 2 –** View north from the target property

## Site Photographs

**Blue Sky Towers III, LLC – Coral Bay**
No. 6-4 Estate Carolina
Coral Bay, St John, US Virgin Island 00830

Photographed:
June 18, 2022

Lotis ENVIRONMENTAL

**Site Photograph 3 –** View east from the target property

**Site Photograph 4 –** View south from the target property

## Site Photographs

**Blue Sky Towers III, LLC – Coral Bay**
No. 6-4 Estate Carolina
Coral Bay, St John, US Virgin Island 00830

Photographed:
June 18, 2022

Lotis ENVIRONMENTAL

**Site Photograph 5 –** View west from the target property

## Site Photographs

**Blue Sky Towers III, LLC – Coral Bay**
No. 6-4 Estate Carolina
Coral Bay, St John, US Virgin Island 00830

Photographed:
June 18, 2022

Lotis ENVIRONMENTAL

# Appendix B

## *Interviews/Questionnaires*

**Lotis Environmental, LLC**
8899 Main Street, Suite 107
Williamsville, New York 14221

# KEY SITE PERSONNEL TELEPHONE INTERVIEW FORM

| | | | |
|---|---|---|---|
| Lotis Interviewer | **Doreen Perrello** | Interview Date | **8/5/2022** |
| Site ID | **USVI-00408** | | |
| Site Name | **Coral Bay** | | |
| Site Address | **No. 6-4 Estate Carolina** | **Coral Bay** | **St John, US** **00830** |
| Key Site Personnel | **Mr.** **Vince** **Richards** | Phone Number | **(340) 244-6589** |
| Relationship to Property | **Property Owner Contact** | | |

***The objective of this telephone interview is to obtain information indicating recognized environmental conditions in connection with the property.***

1. *Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?* **No**

   *If yes, describe.*

1. *Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?* **No**

   *If yes, describe.*

2. *Commonly known or reasonably ascertainable information about the property (40 CFR 312.30):*
   a. *Do you know the past uses of the property?* **Yes**

      *If yes, what were they?* **undeveloped land with some brush**

   b. *Do you know of specific chemicals that are present or once were present at the property?* **No**

   c. *Do you know of spills or other chemical releases that have taken place at the property?* **No**

   d. *Do you know of any environmental cleanups that have taken place at the property?* **No**

3. *When was the property acquired by the current owner?* **several decades ago**

4. *What year was the communications tower constructed?* **not yet constructed**

*Other pertinent information*

**Mr. Richards is the site contact for the current property owner, the United States Virgin Islands.**

**Lotis Environmental, LLC**
8899 Main Street, Suite 107
Williamsville, New York 14221

# LOCAL FIRE DEPARTMENT TELEPHONE INTERVIEW FORM

| | | | | |
|---|---|---|---|---|
| Lotis Interviewer | **Doreen Perrello** | Interview Date | **8/5/2022** | |
| Site ID | **USVI-00408** | | | |
| Site Name | **Coral Bay** | | | |
| Site Address | **No. 6-4 Estate Carolina** | **Coral Bay** | **St John, US** | **00830** |
| Fire Department or other Emergency Response Agency | **Coral Bay** | | | |
| Representative | **Mr.** | **Greg** | **Maduro** | Phone Number **(340) 776-6365** |

***The objective of this telephone interview is to obtain information indicating recognized environmental conditions in connection with the property.***

1. *Are you aware of any environmental concerns at the target property?* **No**

1. *Has your department ever responded to an environmental emergency at the target property?* **No**

*Other pertinent information*

Submit by Email | Print Form

6465 Transit Road – Suite 23
East Amherst, New York 14051
(P) 716.276.8707 (F) 716.810.7664
www.thelotisgroup.com

# User Questionnaire

| Project No. | USVI-00408 | Project Name | Coral Bay |
|---|---|---|---|

**As stated within ASTM E 1527 – 13, the *user* of this report must provide the following documentation (if available) and answer specific questions for the purpose of meeting "all appropriate inquiry" as defined by the USEPA.**

****Please provide any of the following documentation to Lotis if it is applicable to the Site****

- Environmental site assessment reports
- Environmental compliance audit reports
- Environmental permits (for example, solid waste- disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits, underground injection permits)
- Registrations for underground and above-ground storage tanks
- Registrations for underground injection systems
- Material safety data sheets
- Community right-to-know plan
- Recorded Activity Use Limitations (AULs)
- Safety plans; preparedness and prevention plans, spill prevention, countermeasure, and control plans; etc.
- Reports regarding hydrogeologic conditions on the property or surrounding area
- Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens encumbering the property
- Hazardous waste generator notices or reports
- Geotechnical studies
- Risk assessments

## Questions

**1. Do you have any knowledge of environmental liens or use limitations such as land use restrictions or institutional controls for the site?**

No

**2. Do you have any specialized knowledge or experience related to the site or nearby properties that would be material in identifying a potential environmental issue?**

No

**3. Are you aware of any commonly known information suggesting an environmental concern on-site (include information regarding the presence or likely presence of contamination on-site)?**

No

**4. What is the reason for completing this study?**

Development of a telecommunications tower

6465 Transit Road – Suite 23
East Amherst, New York 14051
(P) 716.276.8707 (F) 716.810.7664
www.thelotisgroup.com

| 5. Type of property transaction (sale, purchase, refinance, etc.), if any? |
|---|
| Longterm Leasehold |

| 6. If applicable, is the purchase price significantly below the anticipated market price for no apparent reason? |
|---|
| N/A |

| 7. Are you aware of any pending, threatened, or past *litigation* relevant to hazardous substances or petroleum products in, on, or from the property? If yes, please explain |
|---|
| No |

| 8. Are you aware of any pending, threatened, or past *administrative proceedings* relevant to hazardous substances or petroleum products in, on or from the property? If yes, please explain |
|---|
| No |

| 9. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products? |
|---|
| No |

**Preparer represents that to the best of his/her knowledge, the above statements are true and correct and no material facts have been suppressed or misstated.**

| | | | |
|---|---|---|---|
| **Printed Name** | Lizaida Ramos | **Date** | 8/10/22 |
| **Signature** | LIZAIDA RAMOS | **Relationship to the target property** | Developer |

*****Please email the completed questionnaire to Kelly Reidy (reidy@thelotisgroup.com)*****

# Appendix C

## *Regulatory Information*

# DATABASE REPORT

| | |
|---|---|
| **Project Property:** | *Coral Bay*<br>*No. 6-4 Estate Carolina, No.1 Coral Bay Quarter*<br>*St. John VI 00830* |
| **Project No:** | *BST Task #148 - USVI-00408* |
| **Report Type:** | *Database Report* |
| **Order No:** | *22080300536* |
| **Requested by:** | *Lotis Environmental* |
| **Date Completed:** | *August 4, 2022* |

**Environmental Risk Information Services**
*A division of Glacier Media Inc.*
1.866.517.5204 | info@erisinfo.com | erisinfo.com

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# Executive Summary

***Property Information:***

| | | |
|---|---|---|
| **Project Property:** | | *Coral Bay*<br>*No. 6-4 Estate Carolina, No.1 Coral Bay Quarter St. John VI 00830* |
| **Project No:** | | *BST Task #148 - USVI-00408* |
| **Coordinates:** | | |
| | **Latitude:** | *18.349917* |
| | **Longitude:** | *-64.716099* |
| | **UTM Northing:** | *2,029,754.54* |
| | **UTM Easting:** | *318,669.08* |
| | **UTM Zone:** | *UTM Zone 20Q* |
| **Elevation:** | | *50 FT* |

***Order Information:***

| | |
|---|---|
| **Order No:** | *22080300536* |
| **Date Requested:** | *August 3, 2022* |
| **Requested by:** | *Lotis Environmental* |
| **Report Type:** | *Database Report* |

***Historicals/Products:***

| | |
|---|---|
| **Aerial Photographs** | *Historical Aerials (with Project Boundaries)* |
| **ERIS Xplorer** | *ERIS Xplorer* |
| **Excel Add-On** | *Excel Add-On* |
| **Fire Insurance Maps** | *US Fire Insurance Maps* |
| **Physical Setting Report (PSR)** | *Physical Setting Report (PSR)* |

# Executive Summary: Report Summary

| Database | Searched | Search Radius | Project Property | Within 0.12mi | 0.125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|---|---|---|---|---|---|---|---|---|
| **Standard Environmental Records** | | | | | | | | |
| **Federal** | | | | | | | | |
| DOE FUSRAP | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| NPL | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| PROPOSED NPL | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| DELETED NPL | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| SEMS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| ODI | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| SEMS ARCHIVE | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| IODI | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS NFRAP | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| CERCLIS LIENS | Y | PO | 0 | - | - | - | - | 0 |
| RCRA CORRACTS | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| RCRA TSD | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| RCRA LQG | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| RCRA SQG | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| RCRA VSQG | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| RCRA NON GEN | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| RCRA CONTROLS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| FED ENG | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| FED INST | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| LUCIS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| NPL IC | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| ERNS 1982 TO 1986 | Y | PO | 0 | - | - | - | - | 0 |
| ERNS 1987 TO 1989 | Y | PO | 0 | - | - | - | - | 0 |
| ERNS | Y | PO | 0 | - | - | - | - | 0 |
| FED BROWNFIELDS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| FEMA UST | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |

| Database | Searched | Search Radius | Project Property | Within 0.12mi | 0.125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|---|---|---|---|---|---|---|---|---|
| FRP | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED FRP | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| HIST GAS STATIONS | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| REFN | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| BULK TERMINAL | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| SEMS LIEN | Y | PO | 0 | - | - | - | - | 0 |
| SUPERFUND ROD | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| **State** | | | | | | | | |
| LUST | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| UST VIRGIN ISLANDS | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| DELISTED TANKS | Y | 0.25 | 0 | 0 | **1** | - | - | **1** |
| BROWNFIELDS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| **Tribal** | ***No Tribal standard environmental record sources available for this State.*** | | | | | | | |
| **County** | ***No County standard environmental record sources available for this State.*** | | | | | | | |
| **Additional Environmental Records** | | | | | | | | |
| **Federal** | | | | | | | | |
| FINDS/FRS | Y | PO | 0 | - | - | - | - | 0 |
| TRIS | Y | PO | 0 | - | - | - | - | 0 |
| PFAS TRI | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| PFAS NPL | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| PFAS WATER | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| PFAS SSEHRI | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| ERNS PFAS | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| HMIRS | Y | 0.125 | 0 | 0 | - | - | - | 0 |
| NCDL | Y | 0.125 | 0 | 0 | - | - | - | 0 |
| TSCA | Y | 0.125 | 0 | 0 | - | - | - | 0 |
| HIST TSCA | Y | 0.125 | 0 | 0 | - | - | - | 0 |
| FTTS ADMIN | Y | PO | 0 | - | - | - | - | 0 |
| FTTS INSP | Y | PO | 0 | - | - | - | - | 0 |
| PRP | Y | PO | 0 | - | - | - | - | 0 |
| SCRD DRYCLEANER | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| ICIS | Y | PO | 0 | - | - | - | - | 0 |
| FED DRYCLEANERS | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |

| Database | Searched | Search Radius | Project Property | Within 0.12mi | 0.125mi to 0.25mi | 0.25mi to 0.50mi | 0.50mi to 1.00mi | Total |
|---|---|---|---|---|---|---|---|---|
| DELISTED FED DRY | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| FUDS | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| FORMER NIKE | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| PIPELINE INCIDENT | Y | PO | 0 | - | - | - | - | 0 |
| MLTS | Y | PO | 0 | - | - | - | - | 0 |
| HIST MLTS | Y | PO | 0 | - | - | - | - | 0 |
| MINES | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| SMCRA | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| MRDS | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| URANIUM | Y | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| ALT FUELS | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| CONSENT DECREES | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| AFS | Y | PO | 0 | - | - | - | - | 0 |
| SSTS | Y | 0.25 | 0 | 0 | 0 | - | - | 0 |
| PCBT | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |
| PCB | Y | 0.5 | 0 | 0 | 0 | 0 | - | 0 |

**State** ***No State additional environmental record sources available for this State.***

**Tribal** ***No Tribal additional environmental record sources available for this State.***

**County** ***No County additional environmental record sources available for this State.***

| | | | | | | |
|---|---|---|---|---|---|---|
| ***Total:*** | ***0*** | ***0*** | ***1*** | ***0*** | ***0*** | ***1*** |

**** PO – Property Only***
**** 'Property and adjoining properties' database search radii are set at 0.25 miles.***

# Executive Summary: Site Report Summary - Project Property

| Map Key | DB | Company/Site Name | Address | Direction | Distance (mi/ft) | Elev Diff (ft) | Page Number |
|---|---|---|---|---|---|---|---|

No records found in the selected databases for the project property.

# Executive Summary: Site Report Summary - Surrounding Properties

| Map Key | DB | Company/Site Name | Address | Direction | Distance (mi/ft) | Elev Diff (ft) | Page Number |
|---|---|---|---|---|---|---|---|
| 1 | DELISTED TANKS | Domino - Coral Bay | 6R-1 Carolina, Coral Bay St. John VI | S | 0.24 / 1,265.00 | -29 | 15 |

# Executive Summary: Summary by Data Source

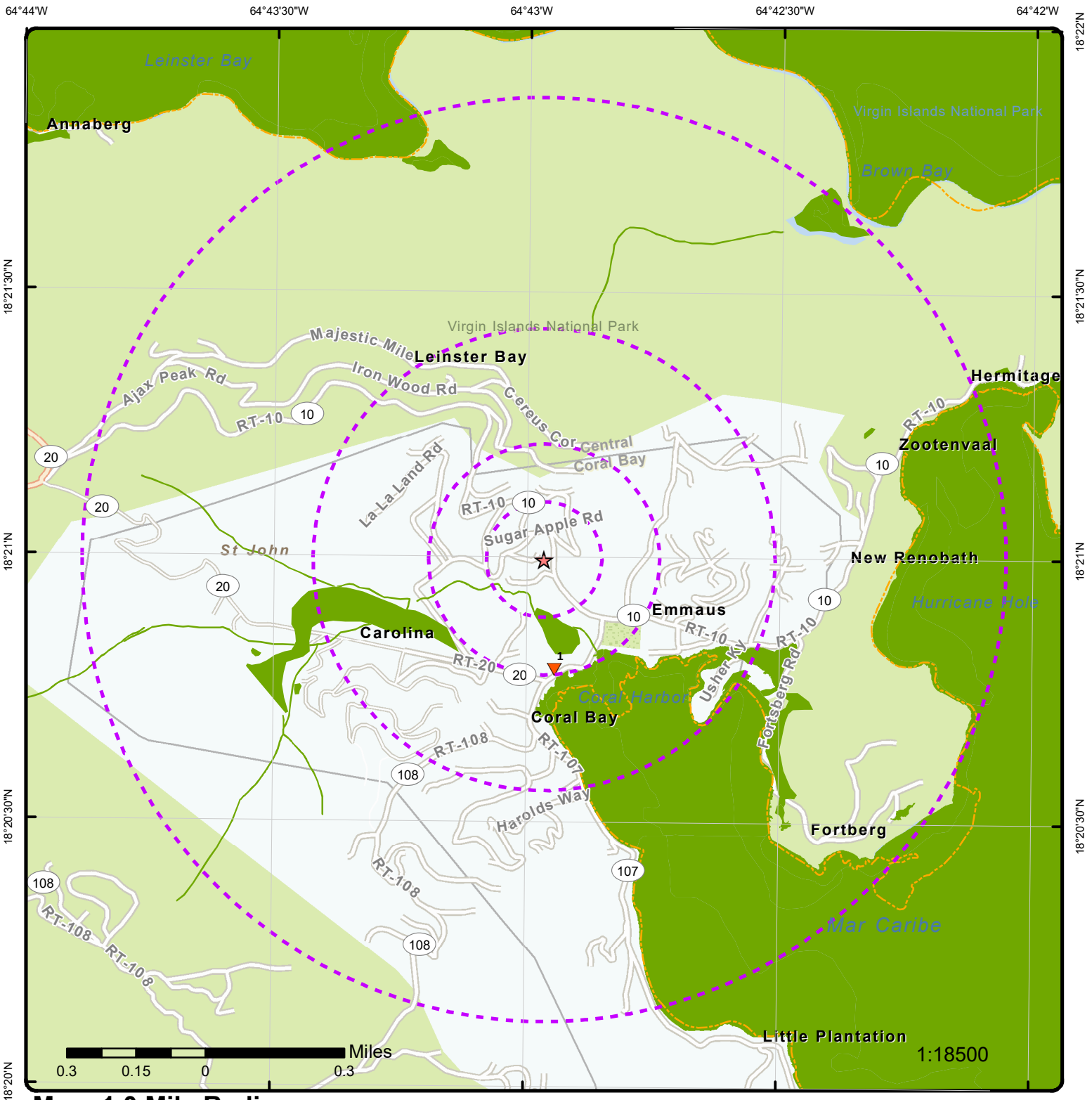
## ***Standard***

### State

#### DELISTED TANKS - Delisted Tanks

A search of the DELISTED TANKS database, dated Jan 8, 2021 has found that there are 1 DELISTED TANKS site(s) within approximately 0.25 miles of the project property.

| Lower Elevation | Address | Direction | Distance (mi/ft) | Map Key |
|---|---|---|---|---|
| Domino - Coral Bay | 6R-1 Carolina, Coral Bay St. John VI | S | 0.24 / 1,265.00 | 1 |




# Map: 1.0 Mile Radius

Order Number: 22080300536

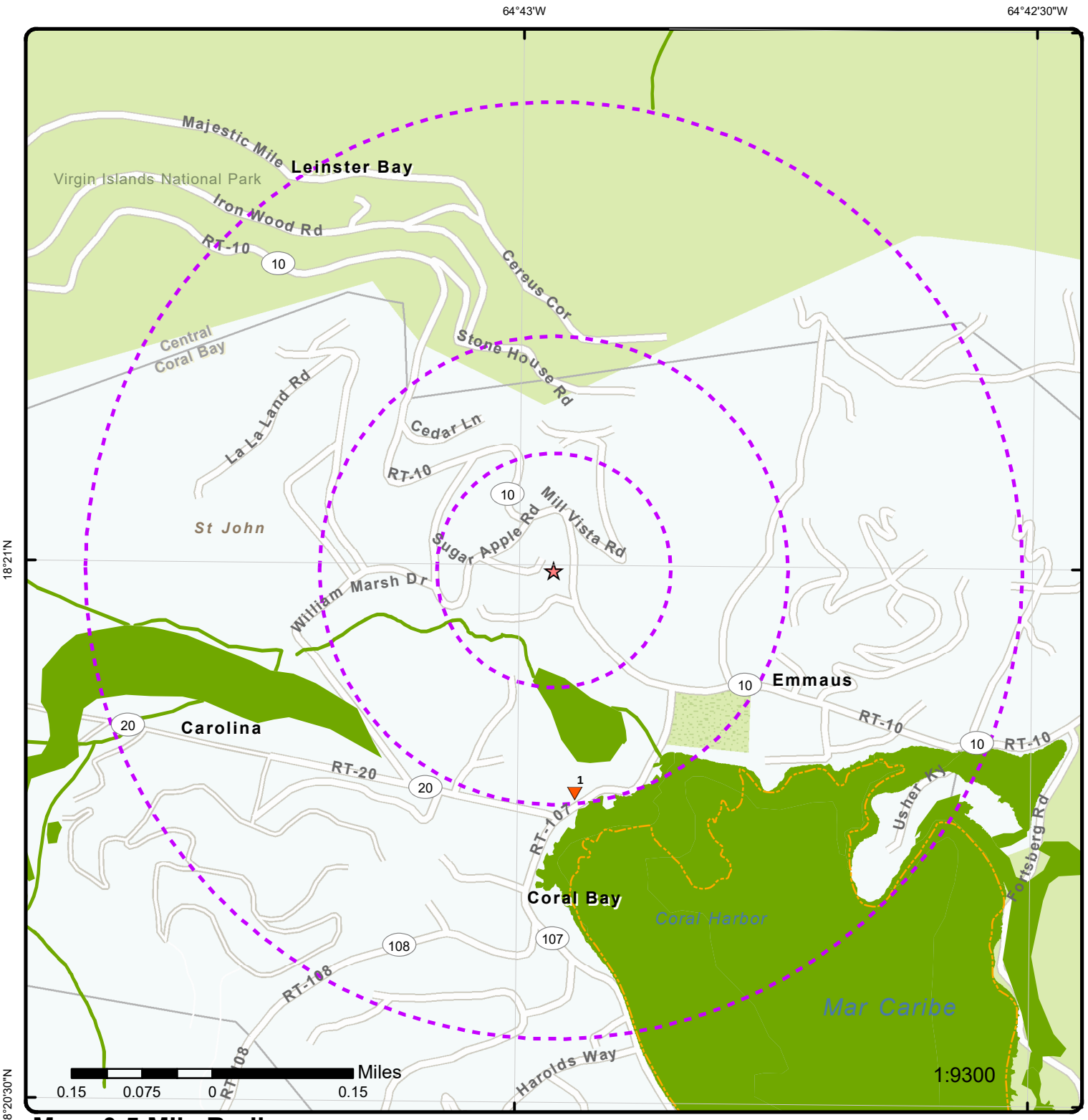
Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI

ERIS

- Project Property
- Buffer Outline
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- Eris Areas with Higher Elevation
- Eris Areas with Same Elevation
- Eris Areas with Lower Elevation
- Eris Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- Plume
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas

**Source:** © 2021 ESRI StreetMap Premium

© ERIS Information Inc.




# Map: 0.5 Mile Radius

Order Number: 22080300536

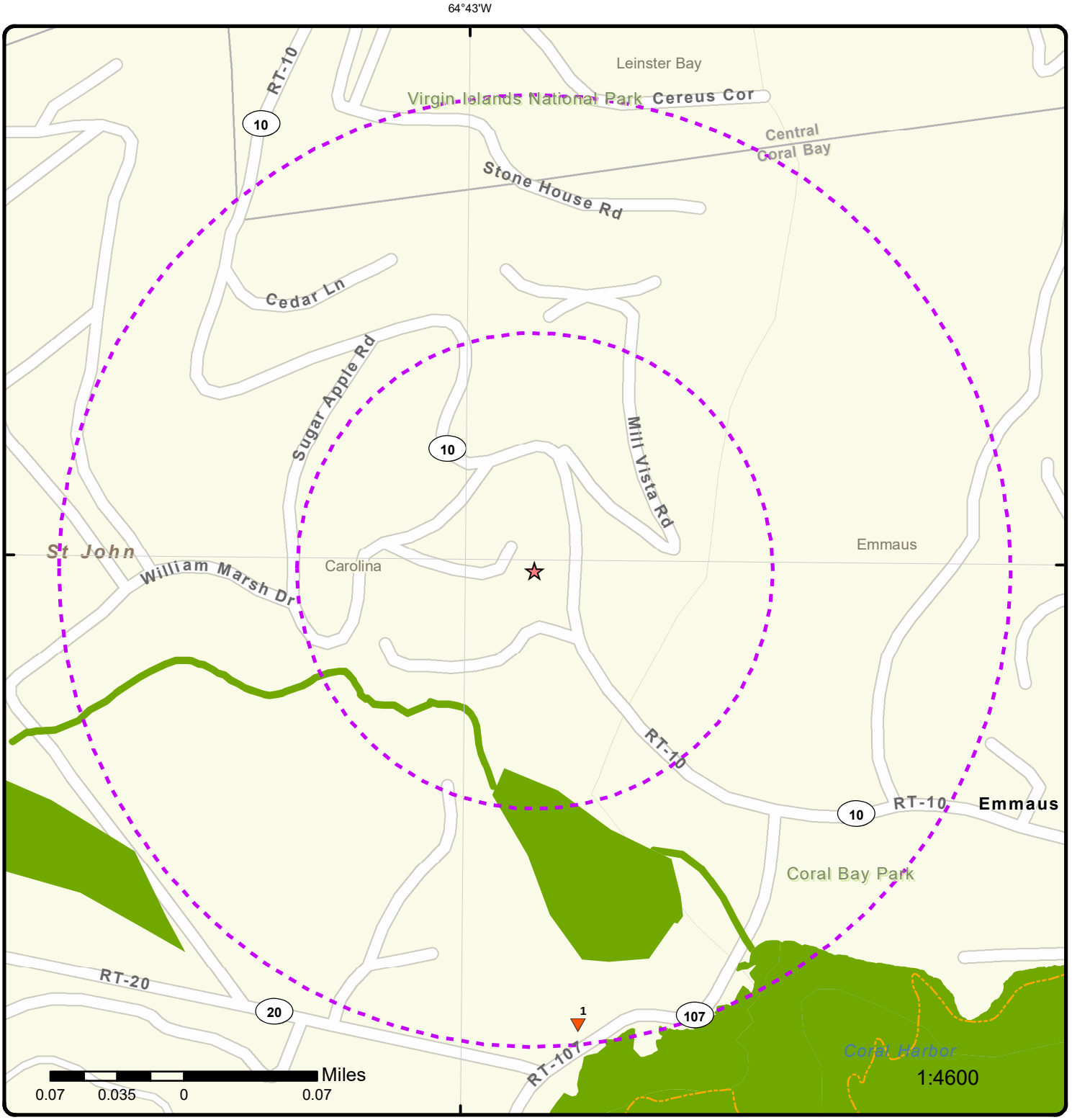
Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI

ERIS

- Project Property
- Buffer Outline
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- Eris Areas with Higher Elevation
- Eris Areas with Same Elevation
- Eris Areas with Lower Elevation
- Eris Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- Plume
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas

**Source:** © 2021 ESRI StreetMap Premium

© ERIS Information Inc.




# Map: 0.25 Mile Radius

Order Number: 22080300536

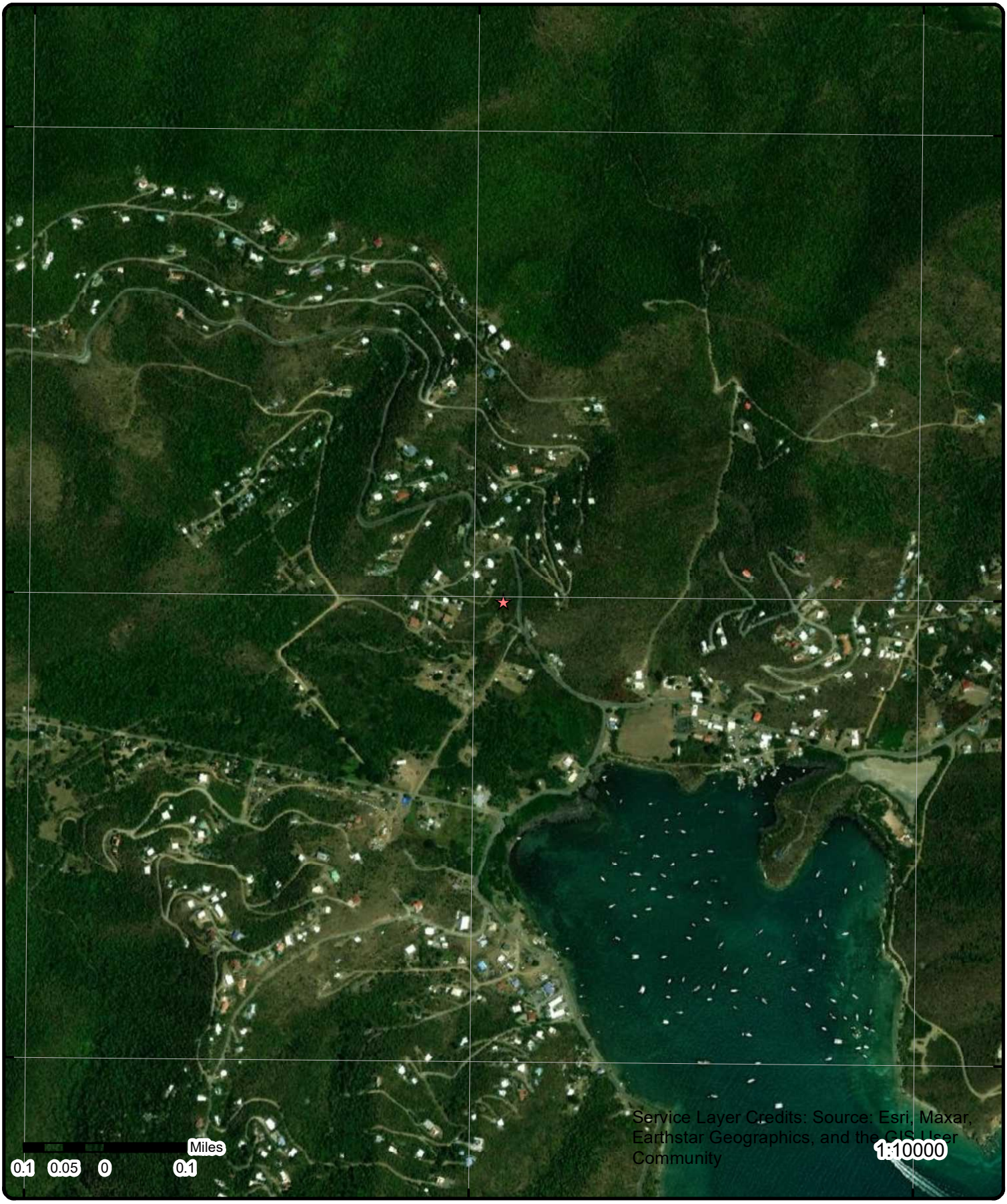
Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI

ERIS

- Project Property
- Buffer Outline
- Eris Sites with Higher Elevation
- Eris Sites with Same Elevation
- Eris Sites with Lower Elevation
- Eris Sites with Unknown Elevation
- Eris Areas with Higher Elevation
- Eris Areas with Same Elevation
- Eris Areas with Lower Elevation
- Eris Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- Plume
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas

**Source:** © 2021 ESRI StreetMap Premium

© ERIS Information Inc.




# Aerial **Year: 2021**

Order Number: 22080300536

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI

© ERIS Information Inc.

**Source:** ESRI World Imagery

# Topographic Map

**Year: 2013**

Order Number: 22080300536

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, VI

Quadrangle(s): Coral Bay, VI; Coral Bay OE N, VI

**Source:** USGS Topographic Map

© ERIS Information Inc.

# Detail Report

| Map Key | Number of Records | Direction | Distance (mi/ft) | Elev/Diff (ft) | Site | DB |
|---|---|---|---|---|---|---|
| 1 | 1 of 1 | S | 0.24 / 1,265.00 | 21.38 / -29 | Domino - Coral Bay<br>6R-1 Carolina, Coral Bay St. John VI | DELISTED TANKS |

**EPA ID No:**
**Fac No:**
**UST Date:**
**Inspection:**
**Insurance Exp:**
**Permit Exp:**
**SOC:**
**Station PH:** 340-693-5300
**Original Source:** UST
**Record Date:** 17-AUG-2017

**Manager:**
**Owner Con:**
**GPS:**
**Island No:**
**Town No:**
**Town Registered:**
**Latitude:** +18.3464500
**Longitude:** -64.7157200

# Unplottable Summary

**Total: 1 Unplottable sites**

| DB | Company Name/Site Name | Address | City | Zip | ERIS ID |
|---|---|---|---|---|---|
| AFS | MAJESTIC CONST INC | SUSANNBERG #10 | ST JOHN VI | 00830 | 898723492 |

# Unplottable Report

***Site:*** ***MAJESTIC CONST INC***
***SUSANNBERG #10 ST JOHN VI 00830***

AFS

| | | | |
|---|---|---|---|
| ***Afs ID:*** | 7800300006 | ***Fed Reportable:*** | No |
| ***Plant ID:*** | 762384 | ***Current Hpv:*** | |
| ***Epa Region:*** | 02 | ***Loc Contrl Region:*** | |
| ***Plant County:*** | | ***Afs Gov Fac Code:*** | 0 |
| ***State No:*** | 78 | ***Operating Status:*** | O |
| ***Primary Sic Code:*** | 9999 | ***Epa Class Code:*** | B |
| ***Secondary Sic Code:*** | | ***Epa Complian Stat:*** | 0 |
| ***Naics Code:*** | | ***State Comp Status:*** | 0 |

| | |
|---|---|
| ***Afs Gov Facility Des:*** | PRIVATELY OWNED/OPERATED |
| ***Operating Status Def:*** | Operating |
| ***Epa Classification Des:*** | Potential uncontrolled emissions <100 tons/year |
| ***Epa Compliance Status:*** | Unknown Compliance Status |
| ***State Compliance Status:*** | Unknown Compliance Status |

***Historical Compliance - Air Program Level***

| | |
|---|---|
| ***Air Program Code:*** | 0 |
| ***Air Program Code Ref:*** | SIP Source |
| ***Historical Compliance Date:*** | 0604, 0701, 0702, 0703, 0704, 0801, 0802, 0803, 0804, 0901, 0902, 0903, 0904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304, 1401, 1402, 1403 |
| ***Historical Compliance Status:*** | 0 |
| ***Historical Compliance Stat Ref:*** | Unknown Compliance Status |

***Air Program***

| | | | |
|---|---|---|---|
| ***Plant ID:*** | 762384 | ***Poll Classificatn:*** | B |
| ***Air Program Code:*** | 0 | ***Poll Compli Status:*** | 0 |
| ***Air Program Status:*** | O | ***Epa Class Code:*** | B |
| ***Pollutant Code:*** | PX | ***Epa Compli Status:*** | 0 |
| ***Chemical Abstract Service Nmbr:*** | | | |

| | |
|---|---|
| ***Air Program Code Subparts:*** | |
| ***Air Program Code Ref:*** | SIP Source |
| ***Epa Classification Code Ref:*** | Potential uncontrolled emissions <100 tons/year |
| ***Epa Compliance Status Ref:*** | Unknown Compliance Status |
| ***Pollutant Code Ref:*** | |
| ***Pollutant Classification Ref:*** | Potential uncontrolled emissions <100 tons/year |
| ***Pollutant Complian Status Ref:*** | Unknown Compliance Status |

# Appendix: Database Descriptions

*Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13 and E1527-21, Section 8.1.8 Sources of Standard Source Information:*

*"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."*

## *Standard Environmental Record Sources*

### *Federal*

***Formerly Utilized Sites Remedial Action Program:*** DOE FUSRAP

The U.S. Department of Energy (DOE) established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from the Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations. The DOE Office of Legacy Management (LM) established long-term surveillance and maintenance (LTS&M) requirements for remediated FUSRAP sites. DOE evaluates the final site conditions of a remediated site on the basis of risk for different future uses. DOE then confirms that LTS&M requirements will maintain protectiveness.

***Government Publication Date: Mar 4, 2017***

***National Priority List:*** NPL

Sites on the United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

***Government Publication Date: Mar 30, 2022***

***National Priority List - Proposed:*** PROPOSED NPL

Sites proposed - by the EPA, the state agency, or concerned citizens - for addition to the NPL due to contamination by hazardous waste and identified by the Environmental Protection Agency (EPA) as a candidate for cleanup because it poses a risk to human health and/or the environment. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

***Government Publication Date: Mar 30, 2022***

***Deleted NPL:*** DELETED NPL

Sites deleted from the United States Environmental Protection Agency (EPA)'s National Priorities List. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

***Government Publication Date: Mar 30, 2022***

***SEMS List 8R Active Site Inventory:*** SEMS

The Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted.

***Government Publication Date: Apr 27, 2022***

***Inventory of Open Dumps, June 1985:*** ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

***Government Publication Date: Jun 1985***

***SEMS List 8R Archive Sites:*** SEMS ARCHIVE

The Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time.

***Government Publication Date: Apr 27, 2022***

***Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS:*** CERCLIS

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

***Government Publication Date: Oct 25, 2013***

***EPA Report on the Status of Open Dumps on Indian Lands:*** IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

***Government Publication Date: Dec 31, 1998***

***CERCLIS - No Further Remedial Action Planned:*** CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

***Government Publication Date: Oct 25, 2013***

***CERCLIS Liens:*** CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). This database was provided by the United States Environmental Protection Agency (EPA). Refer to SEMS LIEN as the current data source for Superfund Liens.

***Government Publication Date: Jan 30, 2014***

***RCRA CORRACTS-Corrective Action:*** RCRA CORRACTS

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

***Government Publication Date: Apr 11, 2022***

***RCRA non-CORRACTS TSD Facilities:*** RCRA TSD

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

***Government Publication Date: Apr 11, 2022***

***RCRA Generator List:*** RCRA LQG

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

***Government Publication Date: Apr 11, 2022***

***RCRA Small Quantity Generators List:*** RCRA SQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

***Government Publication Date: Apr 11, 2022***

***RCRA Very Small Quantity Generators List:*** RCRA VSQG

RCRA Info is the EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Very Small Quantity Generators (VSQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

***Government Publication Date: Apr 11, 2022***

***RCRA Non-Generators:*** RCRA NON GEN

RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

***Government Publication Date: Apr 11, 2022***

***RCRA Sites with Controls:*** RCRA CONTROLS

List of Resource Conservation and Recovery Act (RCRA) facilities with institutional controls in place. RCRA gives the U.S. Environmental Protection Agency (EPA) the authority to control hazardous waste from the "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also set forth a framework for the management of non-hazardous solid wastes. The 1986 amendments to RCRA enabled EPA to address environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

***Government Publication Date: Apr 11, 2022***

***Federal Engineering Controls-ECs:*** FED ENG

Engineering controls (ECs) encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. This database is made available by the United States Environmental Protection Agency (EPA).

***Government Publication Date: May 25, 2022***

***Federal Institutional Controls- ICs:*** FED INST

Institutional controls are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's (United States Environmental Protection Agency ) expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site.

***Government Publication Date: May 25, 2022***

***Land Use Control Information System:*** LUCIS

The LUCIS database is maintained by the U.S. Department of the Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

***Government Publication Date: Sep 1, 2006***

***Institutional Control Boundaries at NPL sites:*** NPL IC

Boundaries of Institutional Control areas at sites on the United States Environmental Protection Agency (EPA)'s National Priorities List, or Proposed or Deleted, made available by the EPA's Shared Enterprise Geodata and Services (SEGS). United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy.

***Government Publication Date: Mar 30, 2022***

***Emergency Response Notification System:*** ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

***Government Publication Date: 1982-1986***

***Emergency Response Notification System:*** ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

***Government Publication Date: 1987-1989***

***Emergency Response Notification System:*** ERNS

Database of oil and hazardous substances spill reports made available by the United States Coast Guard National Response Center (NRC). The NRC fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. These data contain initial incident data that has not been validated or investigated by a federal/state response agency.

***Government Publication Date: Jun 5, 2022***

***The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database:*** FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This database is made available by the United States Environmental Protection Agency (EPA).

***Government Publication Date: Aug 20, 2021***

***FEMA Underground Storage Tank Listing:*** FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

***Government Publication Date: Dec 31, 2017***

***Facility Response Plan:*** FRP

List of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

***Government Publication Date: Dec 31, 2021***

***Delisted Facility Response Plans:*** DELISTED FRP

Facilities that once appeared in - and have since been removed from - the list of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

***Government Publication Date: Dec 31, 2021***

***Historical Gas Stations:*** HIST GAS STATIONS

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

***Government Publication Date: Jul 1, 1930***

***Petroleum Refineries:*** REFN

List of petroleum refineries from the U.S. Energy Information Administration (EIA) Refinery Capacity Report. Includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year located in the 50 States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and other U.S. possessions. Survey locations adjusted using public data.

***Government Publication Date: Feb 4, 2022***

***Petroleum Product and Crude Oil Rail Terminals:*** BULK TERMINAL

List of petroleum product and crude oil rail terminals made available by the U.S. Energy Information Administration (EIA). Includes operable bulk petroleum product terminals located in the 50 States and the District of Columbia with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil that were active between 2017 and 2018. Petroleum product terminals comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings. Survey locations adjusted using public data.

***Government Publication Date: Feb 4, 2022***

***LIEN on Property:*** SEMS LIEN

The EPA Superfund Enterprise Management System (SEMS) provides LIEN information on properties under the EPA Superfund Program.

***Government Publication Date: Apr 27, 2022***

***Superfund Decision Documents:*** SUPERFUND ROD

This database contains a listing of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD), along with other associated memos and files. This information is maintained and made available by the US EPA (Environmental Protection Agency).

***Government Publication Date: May 3, 2022***

## *State*

***Leaking Underground Storage Tanks (LUST) in Virgin Islands:*** LUST

A list of leaking underground storage tanks (LUST) in Virgin Islands that is maintained by the Department of Planning and Natural Resources. The Underground Storage Tank Program aims to protect groundwater resources by regulating underground storage tank systems pursuant to the Virgin Islands Underground Storage Tank Act (USTA) which was enacted in May 2000.

***Government Publication Date: Aug 17, 2017***

***Underground Storage Tanks in Virgin Islands:*** UST VIRGIN ISLANDS

A list of underground storage tanks (UST) in Virgin Islands that is maintained by the Department of Planning and Natural Resources. The Underground Storage Tank Program aims to protect groundwater resources by regulating underground storage tank systems pursuant to the Virgin Islands Underground Storage Tank Act (USTA) which was enacted in May 2000.

***Government Publication Date: Jan 8, 2021***

***Delisted Tanks:*** DELISTED TANKS

Tank facilities that once appeared on - and have since been removed from - the list of underground storage tanks (UST) made available by the Department of Planning and Natural Resources in Virgin Islands. The Underground Storage Tank Program aims to protect groundwater resources by regulating underground storage tank systems pursuant to the Virgin Islands Underground Storage Tank Act (USTA) which was enacted in May 2000.

***Government Publication Date: Jan 8, 2021***

***Brownfields:*** BROWNFIELDS

A list of brownfield sites made available by the Virgin Islands Department of Planning and Natural Resources (DPNR).

***Government Publication Date: Jun 28, 2019***

## *Tribal*

***No Tribal standard environmental record sources available for this State.***

### *County*

***No County standard environmental record sources available for this State.***

## *Additional Environmental Record Sources*

### *Federal*

***Facility Registry Service/Facility Index:*** FINDS/FRS

The Facility Registry Service (FRS) is a centrally managed database that identifies facilities, sites, or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, and data collected from EPA's Central Data Exchange registrations and data management personnel. This list is made available by the Environmental Protection Agency (US EPA).

***Government Publication Date: Nov 2, 2020***

***Toxics Release Inventory (TRI) Program:*** TRIS

The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U. S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment.

***Government Publication Date: Aug 24, 2021***

***Perfluorinated Alkyl Substances (PFAS) Releases:*** PFAS TRI

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a Per- or polyfluorinated alkyl substance (PFAS) included in the Environmental Protection Agency (EPA)'s consolidated PFAS Master List of PFAS Substances. The EPA's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of over 650 toxic chemicals from thousands of U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment.

***Government Publication Date: Aug 24, 2021***

***PFOA/PFOS Contaminated Sites:*** PFAS NPL

List of National Priorities List (NPL) and related Superfund Alternative Agreement (SAA) sites where PFOA or PFOS contaminants have been found in water and/or soil. The site listing is provided by the Federal Environmental Protection Agency (EPA).

***Government Publication Date: Jul 18, 2022***

***Perfluorinated Alkyl Substances (PFAS) Water Quality:*** PFAS WATER

The Water Quality Portal (WQP) is a cooperative service sponsored by the United States Geological Survey (USGS), the Environmental Protection Agency (EPA), and the National Water Quality Monitoring Council (NWQMC). This listing includes records from the Water Quality Portal where the characteristic (environmental measurement) is in the Environmental Protection Agency (EPA)'s consolidated PFAS Master List of PFAS Substances.

***Government Publication Date: Jul 20, 2020***

***SSEHRI PFAS Contamination Sites:*** PFAS SSEHRI

This PFAS Contamination Site Tracker database is compiled by the Social Science Environmental Health Research Institute (SSEHRI) at Northeastern University. According to the SSEHRI, the database records qualitative and quantitative data from each known site of PFAS contamination, including timeline of discovery, sources, levels, health impacts, community response, and government response. The goal of this database is to compile information and support public understanding of the rapidly unfolding issue of PFAS contamination. All data presented was extracted from government websites, news articles, or publicly available documents, and this is cited in the tracker. Disclaimer: The source conveys this database undergoes regular updates as new information becomes available, some sites may be missing and/or contain information that is incorrect or outdated, as well as their information represents all contamination sites SSEHRI is aware of, not all possible contamination sites. This data is not intended to be used for legal purposes. Limited location details are available with this data. Access the following for the most current informations https://pfasproject.com/pfas-contamination-site-tr acker/

***Government Publication Date: Dec 12, 2019***

***National Response Center PFAS Spills:*** ERNS PFAS

National Response Center (NRC) calls from 1990 to the most recent complete calendar year where there is indication of Aqueous Film Forming Foam (AFFF) usage. NRC calls may reference AFFF usage in the "Material Involved" or "Incident Description" fields. Data made available by the US Environmental Protection Agency (EPA). Disclaimer: dataset may include initial or misidentified incident data not yet validated or investigated by a federal/state response agency.

***Government Publication Date: Feb 23, 2022***

***Hazardous Materials Information Reporting System:*** HMIRS

US DOT - Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Incidents Reports Database taken from Hazmat Intelligence Portal, U.S. Department of Transportation.

***Government Publication Date: Sep 1, 2020***

***National Clandestine Drug Labs:*** NCDL

The U.S. Department of Justice ("the Department") provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

***Government Publication Date: Apr 30, 2022***

***Toxic Substances Control Act:*** TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.
The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI).

***Government Publication Date: Apr 11, 2019***

***Hist TSCA:*** HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.
The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

***Government Publication Date: Dec 31, 2006***

***FTTS Administrative Case Listing:*** FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

***Government Publication Date: Jan 19, 2007***

***FTTS Inspection Case Listing:*** FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

***Government Publication Date: Jan 19, 2007***

***Potentially Responsible Parties List:*** PRP

Early in the cleanup process, the Environmental Protection Agency (EPA) conducts a search to find the potentially responsible parties (PRPs). EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site.

***Government Publication Date: May 25, 2022***

***State Coalition for Remediation of Drycleaners Listing:*** SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin. Since 2017, the SCRD no longer maintains this data, refer to applicable state source data where available.

***Government Publication Date: Nov 08, 2017***

***Integrated Compliance Information System (ICIS):*** ICIS

The Integrated Compliance Information System (ICIS) is a system that provides information for the Federal Enforcement and Compliance (FE&C) and the National Pollutant Discharge Elimination System (NPDES) programs. The FE&C component supports the Environmental Protection Agency's (EPA) Civil Enforcement and Compliance program activities. These activities include Compliance Assistance, Compliance Monitoring and Enforcement. The NPDES program supports tracking of NPDES permits, limits, discharge monitoring data and other program reports.

***Government Publication Date: Apr 30, 2022***

***Drycleaner Facilities:*** FED DRYCLEANERS

A list of drycleaner facilities from Enforcement and Compliance History Online (ECHO) online search. The Environmental Protection Agency (EPA) tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

***Government Publication Date: May 5, 2021***

***Delisted Drycleaner Facilities:*** DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

***Government Publication Date: May 5, 2021***

***Formerly Used Defense Sites:*** FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DoD) is responsible for an environmental restoration. This list is published by the U.S. Army Corps of Engineers.

***Government Publication Date: May 26, 2021***

***Former Military Nike Missile Sites:*** FORMER NIKE

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's. Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte. The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites. During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

***Government Publication Date: Dec 2, 1984***

***PHMSA Pipeline Safety Flagged Incidents:*** PIPELINE INCIDENT

A list of flagged pipeline incidents made available by the U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). PHMSA regulations require incident and accident reports for five different pipeline system types.

***Government Publication Date: Jul 7, 2020***

***Material Licensing Tracking System (MLTS):*** MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

***Government Publication Date: May 11, 2021***

***Historic Material Licensing Tracking System (MLTS) sites:*** HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

***Government Publication Date: Jan 31, 2010***

***Mines Master Index File:*** MINES

The Master Index File (MIF) contains mine identification numbers issued by the Department of Labor Mine Safety and Health Administration (MSHA) for mines active or opened since 1971. Note that addresses may or may not correspond with the physical location of the mine itself.

***Government Publication Date: Feb 1, 2022***

***Surface Mining Control and Reclamation Act Sites:*** SMCRA

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by the Office of Surface Mining Reclamation and Enforcement (OSMRE) to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of Abandoned Mine Land (AML) impacts, as well as information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

***Government Publication Date: Feb 22, 2022***

***Mineral Resource Data System:*** MRDS

The Mineral Resource Data System (MRDS) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS. The USGS has ceased systematic updates of the MRDS database with their focus more recently on deposits of critical minerals while providing a well-documented baseline of historical mine locations from USGS topographic maps.

***Government Publication Date: Mar 15, 2016***

***Uranium Mill Tailings Radiation Control Act Sites:*** URANIUM

The Legacy Management Office of the Department of Energy (DOE) manages radioactive and chemical waste, environmental contamination, and hazardous material at over 100 sites across the U.S. The L.M. Office manages this database of sites registered under the Uranium Mill Tailings Control Act (UMTRCA).

***Government Publication Date: Mar 4, 2017***

***Alternative Fueling Stations:*** ALT FUELS

List of alternative fueling stations made available by the US Department of Energy's Office of Energy Efficiency & Renewable Energy. Includes Biodiesel stations, Ethanol (E85) stations, Liquefied Petroleum Gas (Propane) stations, Ethanol (E85) stations, Natural Gas stations, Hydrogen stations, and Electric Vehicle Supply Equipment (EVSE). The National Renewable Energy Laboratory (NREL) obtains information about new stations from trade media, Clean Cities coordinators, a Submit New Station form on the Station Locator website, and through collaborating with infrastructure equipment and fuel providers, original equipment manufacturers (OEMs), and industry groups.

***Government Publication Date: May 16, 2022***

***Superfunds Consent Decrees:*** CONSENT DECREES

A list of Superfund consent decrees made available by the Department of Justice, Environment & Natural Resources Division (ENRD).

***Government Publication Date: May 18, 2022***

***Air Facility System:*** AFS

This EPA retired Air Facility System (AFS) dataset contains emissions, compliance, and enforcement data on stationary sources of air pollution. Regulated sources cover a wide spectrum; from large industrial facilities to relatively small operations such as dry cleaners. AFS does not contain data on facilities that are solely asbestos demolition and/or renovation contractors, or landfills. ECHO Clean Air Act data from AFS are frozen and reflect data as of October 17, 2014; the EPA retired this system for Clean Air Act stationary sources and transitioned to ICIS-Air.

***Government Publication Date: Oct 17, 2014***

***Registered Pesticide Establishments:*** SSTS

List of active EPA-registered foreign and domestic pesticide-producing and device-producing establishments based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that facilities producing pesticides, active ingredients, or devices be registered. The list of establishments is made available by the EPA.

***Government Publication Date: Mar 30, 2022***

***Polychlorinated Biphenyl (PCB) Transformers:*** PCBT

Locations of Transformers Containing Polychlorinated Biphenyls (PCBs) registered with the United States Environmental Protection Agency. PCB transformer owners must register their transformer(s) with EPA. Although not required, PCB transformer owners who have removed and properly disposed of a registered PCB transformer may notify EPA to have their PCB transformer de-registered. Data made available by EPA.

***Government Publication Date: Oct 15, 2019***

***Polychlorinated Biphenyl (PCB) Notifiers:*** PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

***Government Publication Date: Jan 20, 2022***

***State***

***No State additional environmental record sources available for this State.***

***Tribal***

***No Tribal additional environmental record sources available for this State.***

***County***

***No County additional environmental record sources available for this State.***

# Definitions

***Database Descriptions:*** This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

***Detail Report***: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

***Distance:*** The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

***Direction:*** The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

***Elevation:*** The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

***Executive Summary:*** This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

***Map Key:*** The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

***Unplottables:*** These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

PSR
PHYSICAL SETTING REPORT

# Property Information

| | | |
|---|---|---|
| Order Number: | | 22080300536p |
| Date Completed: | | August 3, 2022 |
| Project Number: | | BST Task #148 - USVI-00408 |
| Project Property: | | Coral Bay<br>No. 6-4 Estate Carolina, No.1 Coral Bay Quarter St. John VI 00830 |
| Coordinates: | | |
| | Latitude: | 18.349917 |
| | Longitude: | -64.716099 |
| | UTM Northing: | 2029754.54075 Meters |
| | UTM Easting: | 318669.075777 Meters |
| | UTM Zone: | UTM Zone 20Q |
| | Elevation: | 50.24 ft |
| | Slope Direction: | S |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The ERIS ***Physical Setting Report - PSR*** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

**Disclaimer**

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

## Topographic Information

# Current USGS Topo (2013)

Miles
0 0.2 0.4 0.8

N

**Quadrangle(s): Coral Bay,VI**

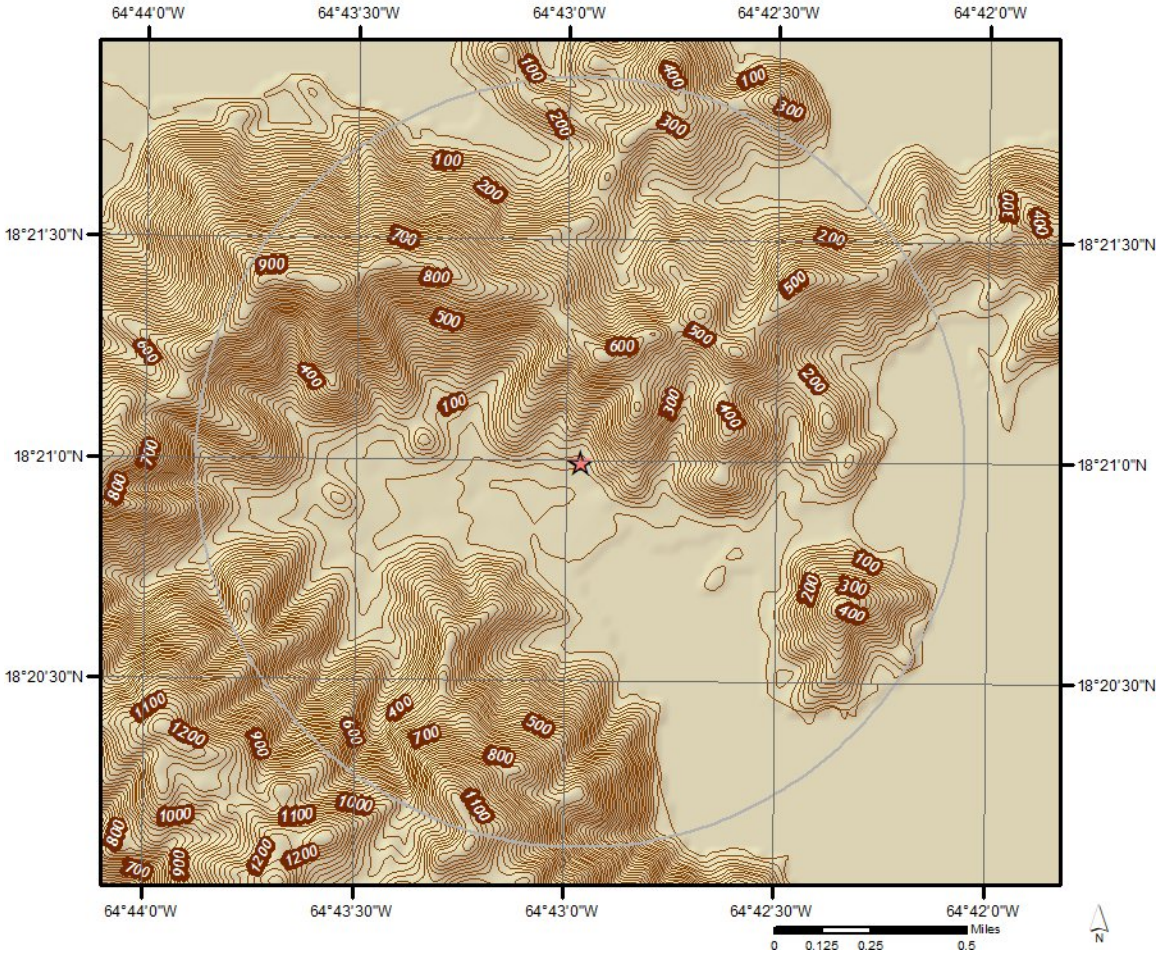
Source: USGS 7.5 Minute Topographic Map

# Topographic Information

The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

| | |
|---|---|
| Elevation: | 50.24 ft |
| Slope Direction: | S |



## Hydrologic Information

# Wetland

0 0.05 0.1 0.2 Miles

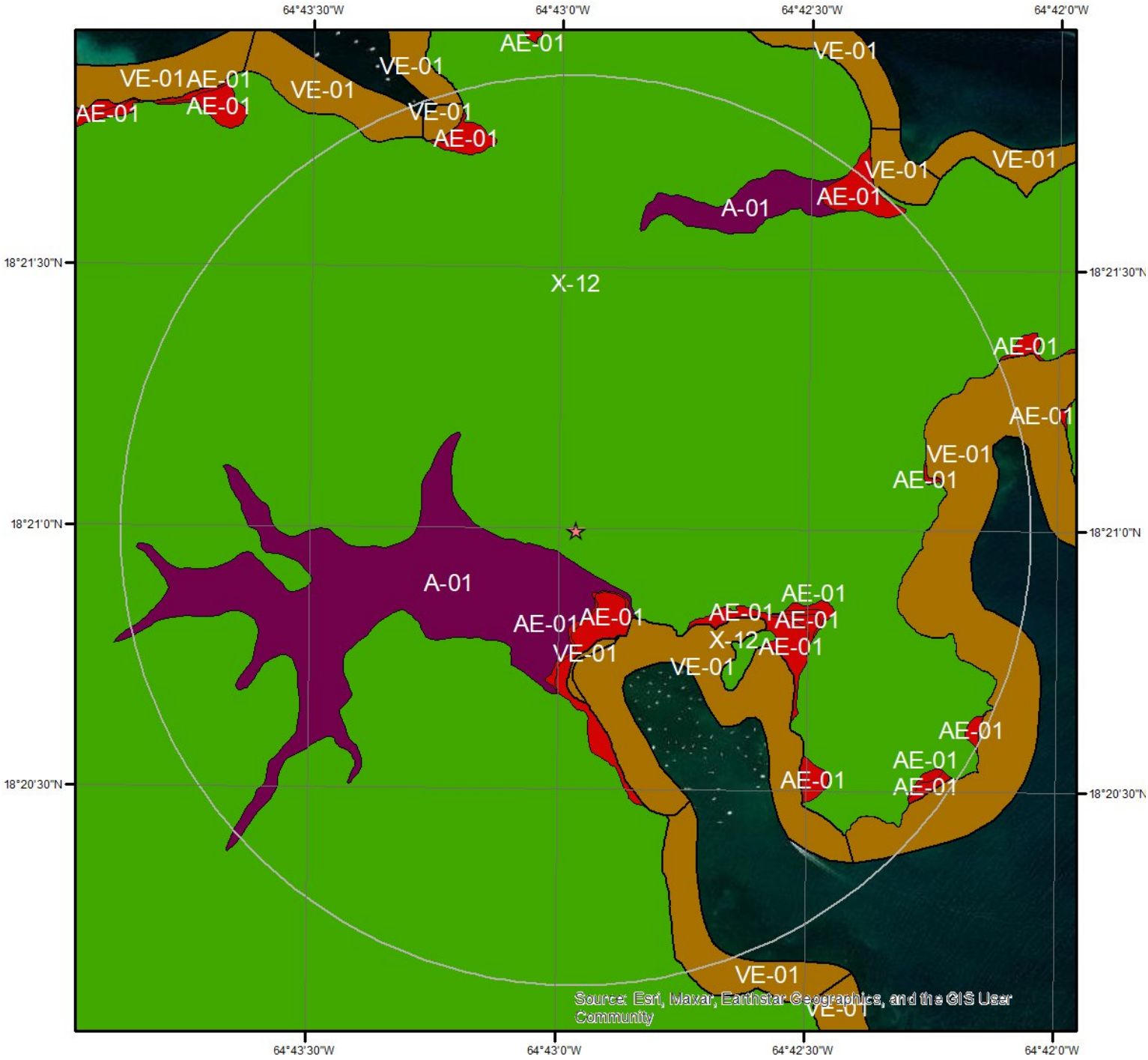
N

This map shows wetland existence using data from US Fish & Wildlife.
Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

ERIS

## Hydrologic Information

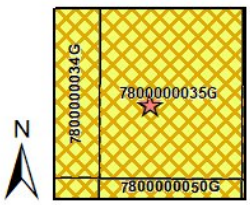



# Flood Hazard Zones

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

Miles
0 0.2 0.4

| | | |
|---|---|---|
| A | AO | X |
| A99 | V | OPEN WATER |
| AE | VE | NOT POPULATED |
| AH | D | AREA NOT INCLUDED |




**Quadrangle(s): Coral Bay,VI**

ERIS

# Hydrologic Information

The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below.
For detailed Zone descriptions please click the link: https://floodadvocate.com/fema-zone-definitions

| | |
|---|---|
| Available FIRM Panels in area: | 7800000035G(effective:2007-04-16) 7800000034G(effective:2007-04-16) 7800000050G(effective:2007-04-16) |

**Flood Zone A-01**

| | |
|---|---|
| Zone: | A |
| Zone subtype: | |

**Flood Zone AE-01**

| | |
|---|---|
| Zone: | AE |
| Zone subtype: | |

**Flood Zone VE-01**

| | |
|---|---|
| Zone: | VE |
| Zone subtype: | |

**Flood Zone X-12**

| | |
|---|---|
| Zone: | X |
| Zone subtype: | AREA OF MINIMAL FLOOD HAZARD |

## Geologic Information

Miles
0 0.2 0.4

N

### Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.

ERIS

Miles
0 0.275 0.55

# Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

No records found for the project property or surrounding properties.

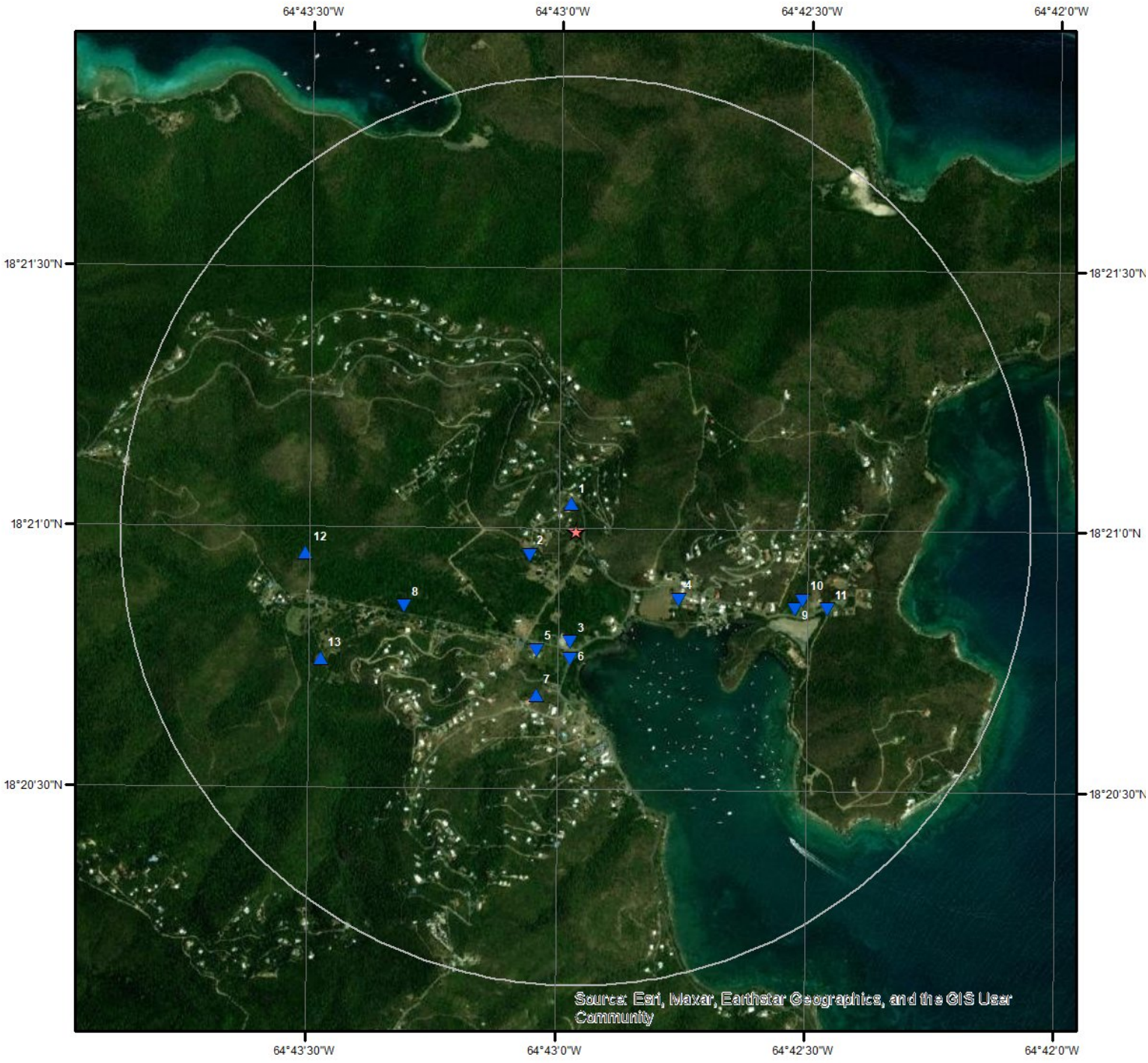
## Soil Information

# Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

No records found for the project property or surrounding properties.

## Wells and Additional Sources




### Wells & Additional Sources

N

0 0.15 0.3 0.6 Miles

- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- OGW Sites with Higher Elevation
- OGW Sites with Same Elevation
- OGW Sites with Lower Elevation
- OGW Sites with Unknown Elevation

ERIS

# Wells and Additional Sources Summary

## Federal Sources

### Public Water Systems Violations and Enforcement Data

| Map Key | ID | Distance (ft) | Direction |
|---|---|---|---|
| | No records found | | |

### Safe Drinking Water Information System (SDWIS)

| Map Key | ID | Distance (ft) | Direction |
|---|---|---|---|
| | No records found | | |

### USGS National Water Information System

| Map Key | Monitoring Loc Identifier | Distance (ft) | Direction |
|---|---|---|---|
| 1 | USGS-182110064430000 | 321.02 | N |
| 2 | USGS-182104064430500 | 606.19 | WSW |
| 3 | USGS-182054064430000 | 1298.08 | S |
| 4 | USGS-182059064424700 | 1438.75 | SE |
| 5 | USGS-182053064430400 | 1464.60 | SSW |
| 6 | USGS-182052064430000 | 1499.68 | S |
| 7 | USGS-182048064430400 | 1951.79 | SSW |
| 8 | USGS-182058064432300 | 2170.60 | WSW |
| 9 | USGS-182058064423300 | 2701.33 | ESE |
| 10 | USGS-182059064423200 | 2761.80 | ESE |
| 11 | USGS-182058064422900 | 3067.59 | ESE |
| 12 | USGS-182057064433000 | 3138.71 | W |
| 13 | USGS-182052064433000 | 3301.26 | WSW |

## USGS National Water Information System

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 1 | N | 0.06 | 321.02 | 101.69 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 66.0 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | 70.0 | Provider Name: | NWIS |
| W Hole Depth Unit: | ft | County: | ST JOHN |
| Construction Date: | 19910219 | Latitude: | 18.35078718000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7162476000000 |
| Monitoring Loc Name: | WP CORAL BAY VIEO 2 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182110064430000 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 30.0 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 2 | WSW | 0.11 | 606.19 | 23.98 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 96 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | 96 | Provider Name: | NWIS |
| W Hole Depth Unit: | ft | County: | ST JOHN |

# Wells and Additional Sources Detail Report

| | | | |
|---|---|---|---|
| Construction Date: | 19910325 | Latitude: | 18.34912057000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7176365000000 |
| Monitoring Loc Name: | RTCAR WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182104064430500 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 20 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 3 | S | 0.25 | 1,298.08 | 20.72 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 15.0 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | 1875 | Latitude: | 18.34634290000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7162475700000 |
| Monitoring Loc Name: | MARSH COR 4 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182054064430000 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |

| | |
|---|---|
| Horizontal Collection Mthd: | Interpolated from MAP. |
| Horiz Coord Refer System: | NAD83 |
| Vertical Measure: | 5 |
| Vertical Measure Unit: | feet |
| Vertical Accuracy: | 10 |
| Vertical Accuracy Unit: | feet |
| Vertical Collection Mthd: | Interpolated from topographic map. |
| Vert Coord Refer System: | NGVD29 |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 4 | SE | 0.27 | 1,438.75 | 22.77 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34773175000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7126363900000 |
| Monitoring Loc Name: | GBSCH WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182059064424700 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 20 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 5 | SSW | 0.28 | 1,464.60 | 19.64 | FED USGS |

# Wells and Additional Sources Detail Report

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 17 | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34606513000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7173587000000 |
| Monitoring Loc Name: | VIG KING HILL ROAD WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182053064430400 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 15.0 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 6 | S | 0.28 | 1,499.68 | 17.60 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 8 | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34578736000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7162475700000 |
| Monitoring Loc Name: | VIG CAROLINA DUG WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182052064430000 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |

| | |
|---|---|
| Drainage Area: | |
| Drainage Area Unit: | |
| Contrib Drainage Area: | |
| Contrib Drainage Area Unit: | |
| Horizontal Accuracy: | 1 |
| Horizontal Accuracy Unit: | seconds |
| Horizontal Collection Mthd: | Interpolated from MAP. |
| Horiz Coord Refer System: | NAD83 |
| Vertical Measure: | 5 |
| Vertical Measure Unit: | feet |
| Vertical Accuracy: | 10 |
| Vertical Accuracy Unit: | feet |
| Vertical Collection Mthd: | Interpolated from topographic map. |
| Vert Coord Refer System: | NGVD29 |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 7 | SSW | 0.37 | 1,951.79 | 59.88 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 50 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | 50 | Provider Name: | NWIS |
| W Hole Depth Unit: | ft | County: | ST JOHN |
| Construction Date: | 19910227 | Latitude: | 18.34467629000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7173587000000 |
| Monitoring Loc Name: | WP CORAL BAY VIE0 4 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182048064430400 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 13 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |

| | |
|---|---|
| Vertical Collection Mthd: | Interpolated from topographic map. |
| Vert Coord Refer System: | NGVD29 |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 8 | WSW | 0.41 | 2,170.60 | 44.18 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 86 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34745395000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7218033000000 |
| Monitoring Loc Name: | WP COR 3 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182058064432300 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 45 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 9 | ESE | 0.51 | 2,701.33 | 15.07 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 9.0 | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |

| | | | |
|---|---|---|---|
| Construction Date: | | Latitude: | 18.34745399000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7087474000000 |
| Monitoring Loc Name: | LIBURD 2 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182058064423300 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 5.0 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 10 | ESE | 0.52 | 2,761.80 | 16.08 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 9.2 | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | 1890 | Latitude: | 18.34773176000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7084696000000 |
| Monitoring Loc Name: | LIBURD 1 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182059064423200 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |

| | |
|---|---|
| Horizontal Collection Mthd: | Interpolated from MAP. |
| Horiz Coord Refer System: | NAD83 |
| Vertical Measure: | 10 |
| Vertical Measure Unit: | feet |
| Vertical Accuracy: | 10 |
| Vertical Accuracy Unit: | feet |
| Vertical Collection Mthd: | Interpolated from topographic map. |
| Vert Coord Refer System: | NGVD29 |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 11 | ESE | 0.58 | 3,067.59 | 16.84 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 9 | Aquifer Type: | Unconfined single aquifer |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34745400000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7076362800000 |
| Monitoring Loc Name: | LIBURD WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182058064422900 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 1 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Interpolated from MAP. | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 10 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | 10 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from topographic map. | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 12 | W | 0.59 | 3,138.71 | 75.23 | FED USGS |

# Wells and Additional Sources Detail Report

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | Kingshill aquifer (Virgin Islands) |
| Well Depth: | | Aquifer Type: | |
| Well Depth Unit: | | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | | Latitude: | 18.34917222000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7251166700000 |
| Monitoring Loc Name: | ROLLER COR 1 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182057064433000 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |
| Drainage Area: | | | |
| Drainage Area Unit: | | | |
| Contrib Drainage Area: | | | |
| Contrib Drainage Area Unit: | | | |
| Horizontal Accuracy: | 5 | | |
| Horizontal Accuracy Unit: | seconds | | |
| Horizontal Collection Mthd: | Mapping grade GPS unit (handheld accuracy range 12 to 40 ft) | | |
| Horiz Coord Refer System: | NAD83 | | |
| Vertical Measure: | 68.00 | | |
| Vertical Measure Unit: | feet | | |
| Vertical Accuracy: | .6 | | |
| Vertical Accuracy Unit: | feet | | |
| Vertical Collection Mthd: | Interpolated from Digital Elevation Model | | |
| Vert Coord Refer System: | NGVD29 | | |

| Map Key | Direction | Distance (mi) | Distance (ft) | Elevation (ft) | DB |
|---|---|---|---|---|---|
| 13 | WSW | 0.63 | 3,301.26 | 81.49 | FED USGS |

| | | | |
|---|---|---|---|
| Organiz Identifier: | USGS-PR | Formation Type: | |
| Organiz Name: | USGS Puerto Rico Water Science Center | Aquifer Name: | |
| Well Depth: | 151 | Aquifer Type: | |
| Well Depth Unit: | ft | Country Code: | US |
| Well Hole Depth: | | Provider Name: | NWIS |
| W Hole Depth Unit: | | County: | ST JOHN |
| Construction Date: | 1986 | Latitude: | 18.34578733000000 |
| Source Map Scale: | 24000 | Longitude: | -64.7245810900000 |
| Monitoring Loc Name: | ROLLER COR 2 WELL, ST. JOHN, USVI | | |
| Monitoring Loc Identifier: | USGS-182052064433000 | | |
| Monitoring Loc Type: | Well | | |
| Monitoring Loc Desc: | | | |
| HUC Eight Digit Code: | 21020001 | | |

# Wells and Additional Sources Detail Report

| | |
|---|---|
| Drainage Area: | |
| Drainage Area Unit: | |
| Contrib Drainage Area: | |
| Contrib Drainage Area Unit: | |
| Horizontal Accuracy: | 1 |
| Horizontal Accuracy Unit: | seconds |
| Horizontal Collection Mthd: | Interpolated from MAP. |
| Horiz Coord Refer System: | NAD83 |
| Vertical Measure: | 85 |
| Vertical Measure Unit: | feet |
| Vertical Accuracy: | 10 |
| Vertical Accuracy Unit: | feet |
| Vertical Collection Mthd: | Interpolated from topographic map. |
| Vert Coord Refer System: | NGVD29 |

# Radon Information

This section lists any relevant radon information found for the target property.

No Radon Zone Level records found for the project property or surrounding properties.

*Zone 1: Counties with predicted average indoor radon screening levels greater than 4 pCi/L*
*Zone 2: Counties with predicted average indoor radon screening levels from 2 to 4 pCi/L*
*Zone 3: Counties with predicted average indoor radon screening levels less than 2 pCi/L*

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No Indoor Radon Data records found for the project property or surrounding properties.

# Appendix

## Federal Sources

**FEMA National Flood Hazard Layer** — **FEMA FLOOD**

The National Flood Hazard Layer (NFHL) data incorporates Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters Of Map Revision (LOMRs) that have been issued against those databases since their publication date. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. The FIRM Database depicts flood risk information and supporting data used to develop the risk data. The FIRM Database is derived from Flood Insurance Studies (FISs), previously published FIRMs, flood hazard analyses performed in support of the FISs and FIRMs, and new mapping data, where available.

**Indoor Radon Data** — **INDOOR RADON**

Indoor radon measurements tracked by the Environmental Protection Agency(EPA) and the State Residential Radon Survey.

**Public Water Systems Violations and Enforcement Data** — **PWSV**

List of drinking water violations and enforcement actions from the Safe Drinking Water Information System (SDWIS) made available by the Drinking Water Protection Division of the US EPA's Office of Groundwater and Drinking Water. Enforcement sensitive actions are not included in the data released by the EPA. Address information provided in SWDIS may correspond either with the physical location of the water system, or with a contact address.

**Radon Zone Level** — **RADON ZONE**

Areas showing the level of Radon Zones (level 1, 2 or 3) by county. This data is maintained by the Environmental Protection Agency (EPA).

**Safe Drinking Water Information System (SDWIS)** — **SDWIS**

The Safe Drinking Water Information System (SDWIS) contains information about public water systems as reported to US Environmental Protection Agency (EPA) by the states. Addresses may correspond with the location of the water system, or with a contact address.

**Soil Survey Geographic database** — **SSURGO**

The Soil Survey Geographic database (SSURGO) contains information about soil as collected by the National Cooperative Soil Survey at the Natural Resources Conservation Service (NRCS). Soil maps outline areas called map units. The map units are linked to soil properties in a database. Each map unit may contain one to three major components and some minor components.

**U.S. Fish & Wildlife Service Wetland Data** — **US WETLAND**

The U.S. Fish & Wildlife Service Wetland layer represents the approximate location and type of wetlands and deepwater habitats in the United States.

**USGS Current Topo** — **US TOPO**

US Topo topographic maps are produced by the National Geospatial Program of the U.S. Geological Survey (USGS). The project was launched in late 2009, and the term "US Topo" refers specifically to quadrangle topographic maps published in 2009 and later.

**USGS Geology** — **US GEOLOGY**

Seamless maps depicting geological information provided by the United States Geological Survey (USGS).

**USGS Historical Topo** — **HTMC**

In 2009, the US Geological Survey (USGS) began the release of a new generation of topographic maps (US Topo) in electronic form, and in 2011, complemented them with the release of high-resolution scans of more than 178,000 historical topographic maps of the United States.

**USGS National Water Information System** — **FED USGS**

The U.S. Geological Survey (USGS)'s National Water Information System (NWIS) is the nation's principal repository of water resources data. This database includes comprehensive information of well-construction details, time-series data for gage height, streamflow, groundwater level, and precipitation and water use data.

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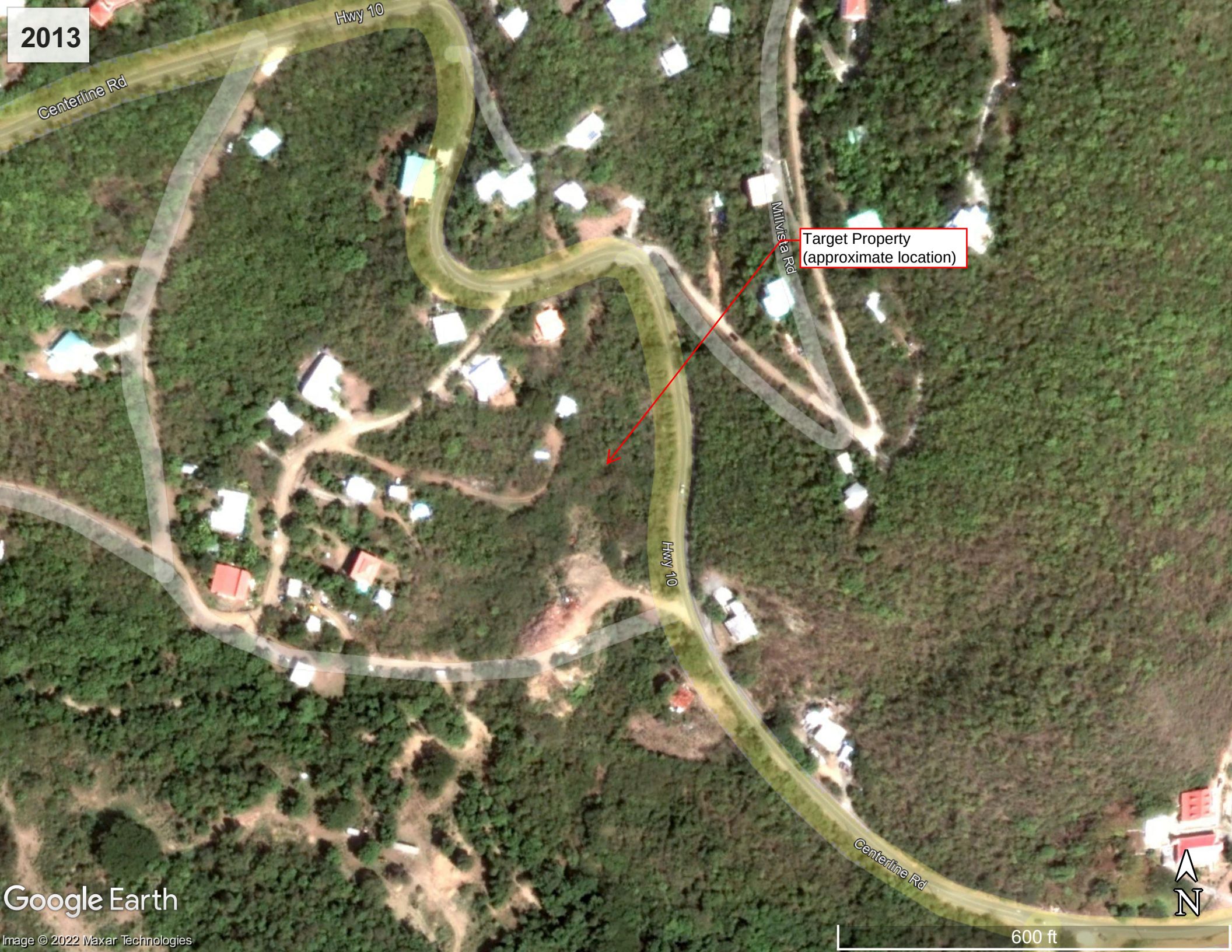
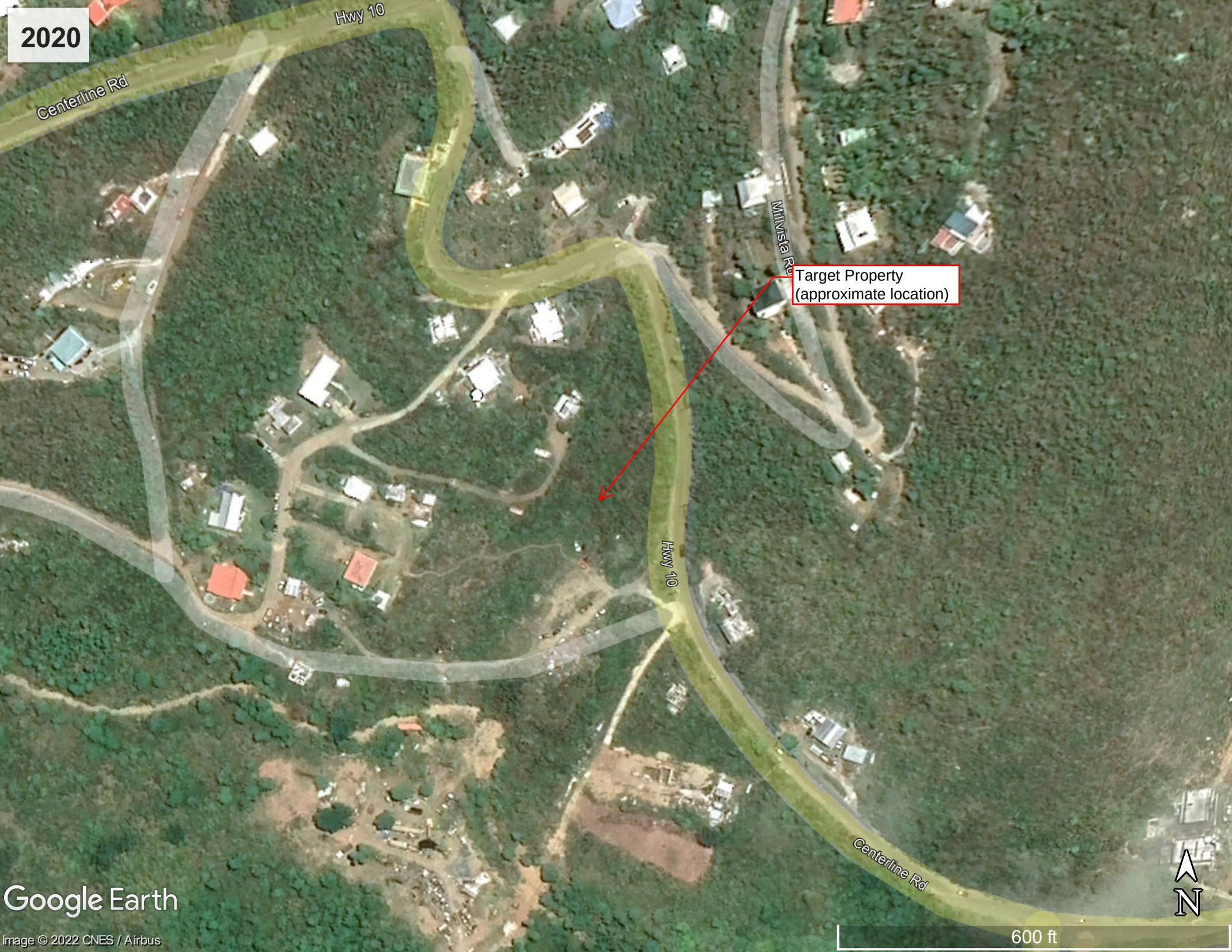
# Appendix D

## *Historical Information*


2013
Hwy 10
Centerline Rd
Milvista Rd
Target Property
(approximate location)
Hwy 10
Centerline Rd
N
600 ft
Google Earth
Image © 2022 Maxar Technologies


2020
Hwy 10
Centerline Rd
Milvista Rd
Target Property
(approximate location)
Hwy 10
Centerline Rd
N
600 ft
Google Earth
Image © 2022 CNES / Airbus

# HISTORICAL AERIALS

**Project Property:** Coral Bay
No. 6-4 Estate Carolina, No.1 Coral Bay Quarter
St. John VI 00830

**Project No:** BST Task #148 - USVI-00408

**Requested By:** Lotis Environmental

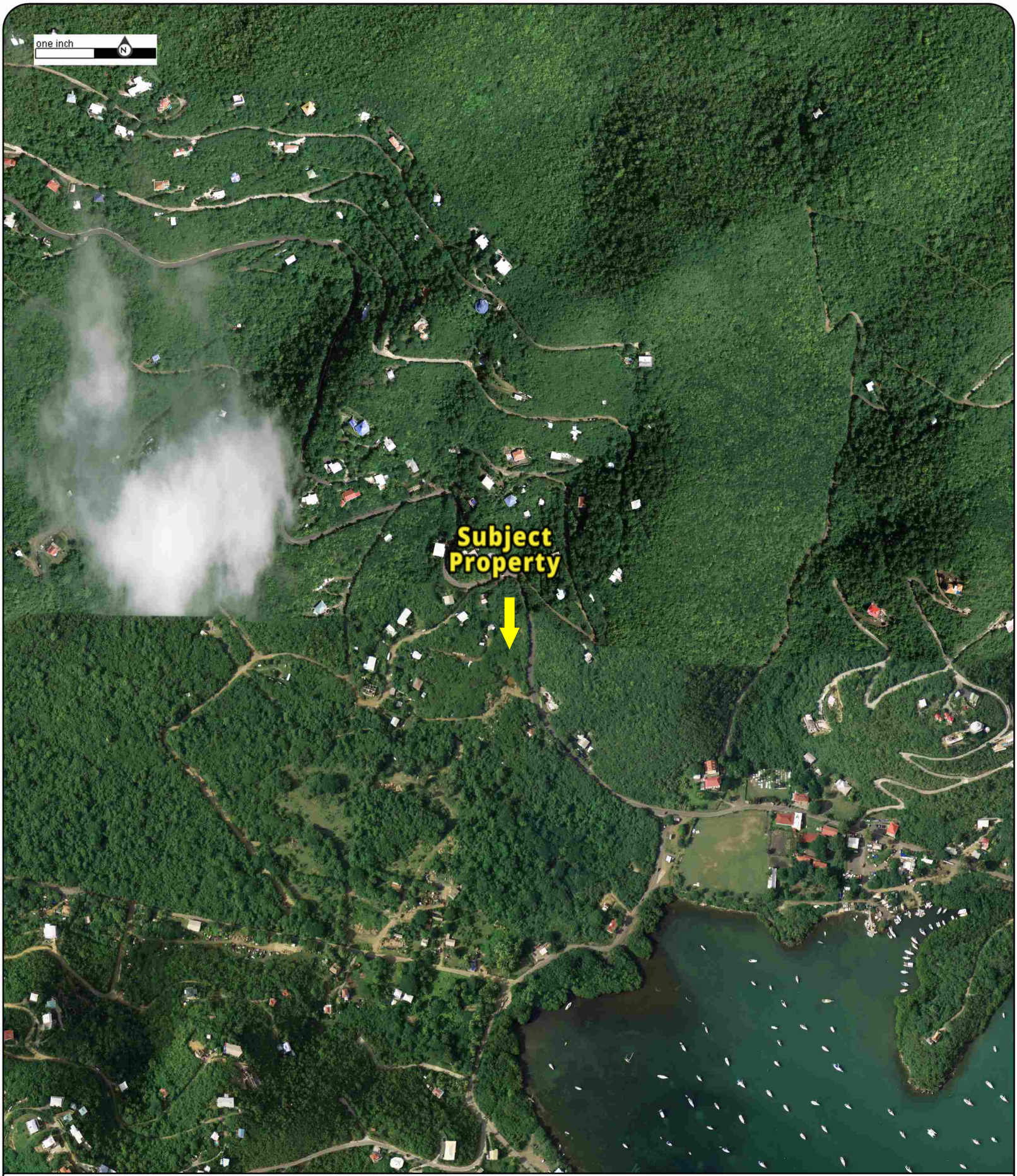
**Order No:** 22080300536

**Date Completed:** August 05,2022

Aerial Maps included in this report are produced by the sources listed above and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property. ERIS provides no warranty of accuracy or liability. The information contained in this report has been produced using aerial photos listed in above sources by ERIS Information Inc. (in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS'. The maps contained in this report do not purport to be and do not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

**Environmental Risk Information Services**
*A division of Glacier Media Inc.*
1.866.517.5204 | info@erisinfo.com | erisinfo.com

| Date | Source | Scale | Comments |
|---|---|---|---|
| 2007 | United States Department of Agriculture | 1" = 500' | |
| 2004 | United States Department of Agriculture | 1" = 500' | |
| 1999 | National Oceanic And Atmospheric Admin | 1" = 500' | |
| 1983 | National Park Services | 1" = 500' | |
| 1954 | United States Geological Survey | 1" = 500' | |




Year: 2007
Source: USDA
Scale: 1" = 500'
Comment:

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI
Approx Center: -64.71609885,18.34991467

Order No: 22080300536

Lotis ENVIRONMENTAL

Year: 2004
Source: USDA
Scale: 1" = 500'
Comment:

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI
Approx Center: -64.71609885,18.34991467

Order No: 22080300536

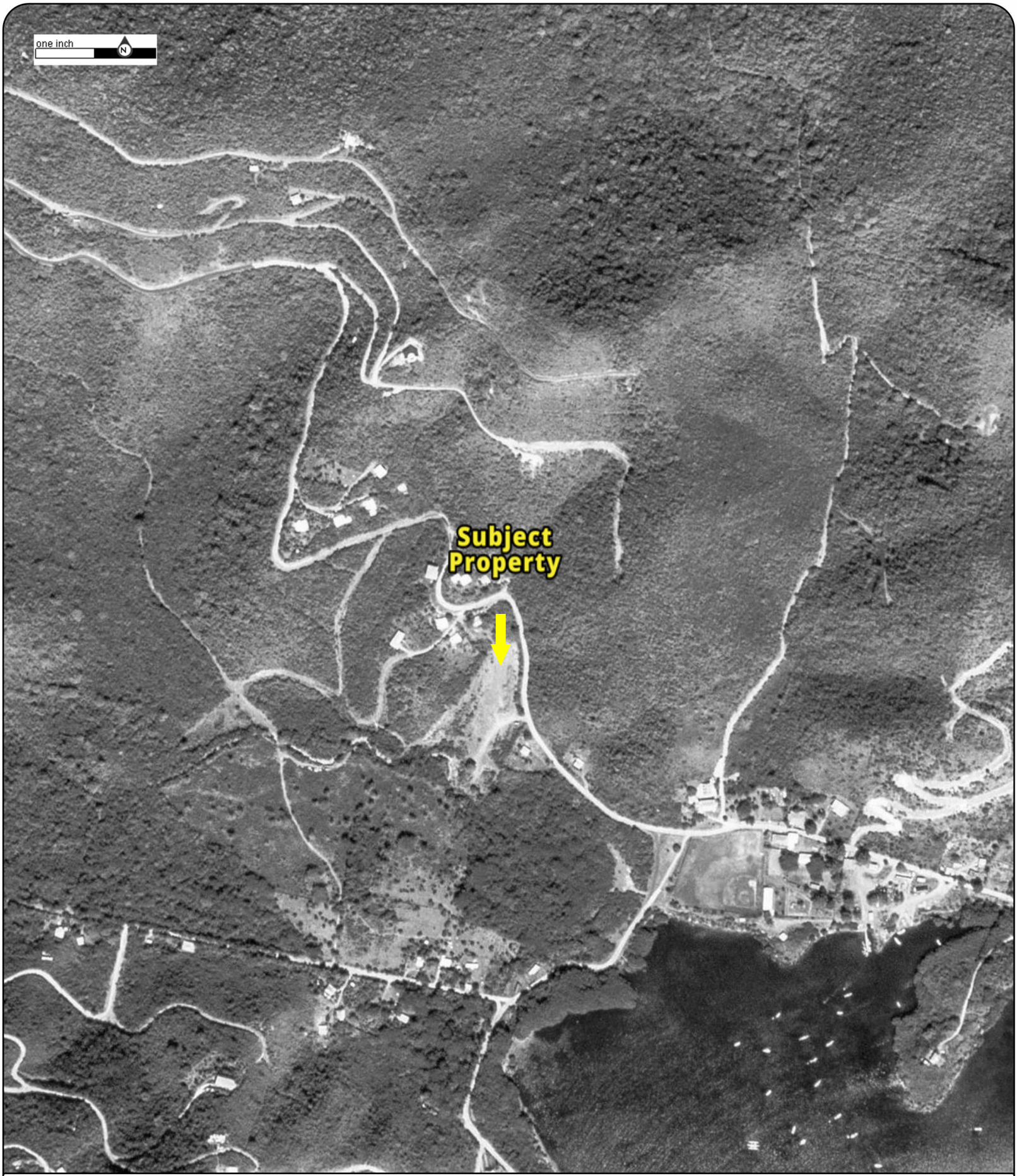
Lotis ENVIRONMENTAL

Year: 1999
Source: NOAA
Scale: 1" = 500'
Comment:

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI
Approx Center: -64.71609885,18.34991467

Order No: 22080300536

Lotis ENVIRONMENTAL




Year: 1983
Source: NPS
Scale: 1" = 500'
Comment:

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI
Approx Center: -64.71609885,18.34991467

Order No: 22080300536

Lotis ENVIRONMENTAL

Year: 1954
Source: USGS
Scale: 1" = 500'
Comment:

Address: No. 6-4 Estate Carolina, No.1 Coral Bay Quarter, St. John, VI
Approx Center: -64.71609885,18.34991467

Order No: 22080300536

Lotis ENVIRONMENTAL

# FIRE INSURANCE MAPS

| | |
|---|---|
| **Project Property:** | Coral Bay<br>No. 6-4 Estate Carolina, No.1 Coral Bay Quarter<br>St. John VI 00830 |
| **Project No:** | BST Task #148 - USVI-00408 |
| **Requested By:** | Lotis Environmental |
| **Order No:** | 22080300536 |
| **Date Completed:** | August 03, 2022 |

**Please note that no information was found for your site or adjacent properties.**

**Environmental Risk Information Services**
*A division of Glacier Media Inc.*
1.866.517.5204 | info@erisinfo.com | erisinfo.com

# Appendix E

## *Previous Study*

**A previous Phase I ESA was not provided to Lotis for review.**

# Appendix F

## *Personnel Qualifications*

## DAVID N. ROBINSON, P.E.

President/CEO, The Lotis Engineering Group, P.C.
President/CEO, Lotis Environmental, LLC

## Professional Experience

***The Lotis Engineering Group, P.C. – President/CEO*** ***(May 2007 – Present)***
***Lotis Environmental, LLC – President/CEO*** ***(June 2019 – Present)***
8899 Main Street- Suite 107
Williamsville, New York 14221

***Parsons Brinckerhoff – Project Manager*** ***(January 2000 – May 2007)***
50 Lakefront Blvd # 111
Buffalo, New York 14202

***URS Corporation – Project Engineer*** ***(July 1996 – July 2000)***
257 West Genesee Street, Suite 400
Buffalo, New York 14202

**Education**
M.S., Environmental Engineering, University of Colorado at Boulder, 1995
B.S., Civil Engineering, State University of New York at Buffalo, 1994
A.A.S., Architectural Engineering, Alfred State College, 1990

**Professional Affiliations**
New York State Wireless Association

**Professional Registrations**
Professional Engineer, New York 2001 (079047)

**Certifications**
FEMA Public Assistance Program Operations I
OSHA 40 Hr. Hazardous Waste Site Worker Training
Nokia CMPro Cost Control Training

**Key Qualifications**
David Robinson founded The Lotis Group and has served as CEO since its inception in 2007. Mr. Robinson is a New York State Professional Engineer and an ASTM-defined Environmental Professional. Over his 20 year professional career, Mr. Robinson has performed over 18,000 Phase I Environmental Site Assessments in all 50 states and Canada. As CEO of Lotis, Mr. Robinson directs the strategic direction of the company and has grown Lotis into a leader in the environmental due diligence industry.

**Telecommunications Experience**

- Vertical Bridge Holdings, LLC, Nationwide, US (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites in all 50 states, the Caribbean and Canada.
- Blue Sky Towers, LLC, Nationwide, US (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites in the Northeast.
- InSite Towers, LLC, Nationwide, US (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites throughout the US and Caribbean.
- Mercury Towers, LLC, Nationwide, US (2014-2015): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites in the Northwest.
- IWG-TLA Telecom, LLC, Nationwide, US (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites throughout the US and Canada.
- Turris Sites, Canada (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout Canada. Services include Phase I Environmental Site Assessments. David has been responsible for managing resources to complete these services on sites throughout Canada.
- Phoenix Towers International, Nationwide, US (2014-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies. David has been responsible for managing resources to complete these services on sites throughout the US and Caribbean.
- SBA, Inc. Acquisition Services, Nationwide, US (2001-2011): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include property surveys, 2C surveys, Phase I Environmental Site Assessments, NEPA compliance studies, zoning issues, and structural evaluation of existing towers. David has been responsible for managing resources to complete these services on over 7,000 sites in all 50 states, the Caribbean and Canada.
- Global Tower Partners, Inc., Nationwide, US (2004-2013): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include property surveys, 2C surveys, Phase I Environmental Site Assessments, NEPA compliance studies, zoning issues, and structural evaluation of existing towers. David has been responsible for managing resources to complete these services on over 5,000 sites in all 50 states and the Caribbean.

- Tower Ventures, LLC, Nationwide, US (2011-ongoing): Project Manager/Engineer for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments. David has been responsible for managing resources to complete these services telecommunication sites throughout the US.
- AT&T NexGen, Nationwide, US (2004): Project Engineer for this 16,000-mile long-haul fiber-optic confidential construction project throughout the United States. David was responsible for preparing tax recording documents needed to file taxes for AT&T's fiber build.
- Nassau County Police Department Land Mobile Radio System Modernization Project (2005-2007): Project Manager for engineering services relating to the upgrade of Nassau County's public safety communication system. Services include site design, construction drawing preparation, property surveys, 1A surveys, Phase I Environmental Site Assessments, NEPA compliance studies, zoning issues, and structural evaluation of existing towers. David has been responsible for managing resources to complete these services on 36 sites throughout the county.
- The City of New York Department of Information Technology and Telecommunications Channel 16 Project (2005-2007): Project Manager for engineering services relating to the design and construction of a conventional/trunked radio system for FDNY and other New York City agencies. Services include site design, construction drawing preparation, property surveys, 1A surveys, Phase I Environmental Site Assessments, NEPA compliance studies, zoning issues, and structural evaluation of existing towers. David has been responsible for managing resources to complete these services on 7 sites in New York City.
- NorthStar Communications, Inc., Florida (2003-2004: Project Manager for services relating to the development of telecommunications tower sites throughout Florida for Nextel. Services included construction drawings, property surveys, 2C surveys, zoning issues, and structural evaluation of existing towers. David was responsible for managing resources to complete these services on over 20 sites in the state of Florida.

**Other Experience**

- BNMC Utilities Relocation, Buffalo, New York (2002): Civil Engineer for the design of utility relocations at Roswell Park in Buffalo. David was responsible for developing construction documents and specifications, as well as providing consulting services throughout the design process. His duties also included preparation of construction cost estimates and submittal review.
- NFTA Metro Bus – Bus Fueling Station Systems Modifications for Dual Fuel, Buffalo, New York (2002): Civil Engineer for the design and preparation of design drawings, specifications and cost estimate for the replacement of an existing single fuel system to that of a dual fuel system.
- New Jersey DPMC Underground Storage Tank Program, New Jersey (1999-2001): Civil Engineer for the design of new aboveground and underground tank fueling systems (including fuel dispensers, leak detection systems, inventory control systems, and concrete tank slabs) for various State Departments in New Jersey. David was responsible for developing design drawings, construction documents and specifications, as well as providing consulting services throughout the construction process. His duties also included creating and maintaining resource-loaded project schedules for project using Primavera® project scheduling software.

- Former Hyatt Clark Industries, Inc. Site, New Jersey (1996-1998): Civil engineer for the preparation for the closure and remediation of the Former GM Industrial site and the construction of a 9-hole golf course recreational facility (including Driving Range, Putting Course, Clubhouse and Maintenance Facilities). David was responsible for the design of the golf course drainage system which included a 5-acre retention pond to be used for irrigation during periods of drought. His duties also included preparing cost estimates for the site closure and subsequent golf course construction, and the modeling and design of the facility entrance and parking.
- Wegmans Food Pharmacy, Buffalo, New York (1998): Civil engineer for the construction of a supermarket on a former industrial site. David was responsible for and the modeling and design of the facility entrance. His duties also included field sampling of excavated soil during construction.
- USACE-Buffalo District, Cuyahoga River Bulkheads Study, Ohio (1999): Civil Engineer for the USACE's bulkhead inspection program along nine miles of the Cuyahoga River in Cleveland, Ohio. David was responsible for preparing a structural assessment of bulkhead along the river by inspecting various conditions of the sheet pile (i.e., corrosion levels, settling). His duties also included preparing remediation recommendations and subsequent cost estimates for damaged bulkhead sections.
- USACE-Buffalo District, Advance Measures Program, New York (1999): Civil Engineer for the study of high Lake Erie levels on four residential areas. David was responsible for gathering residential home elevations and comparing them to historical rain and lake level data. Based on these comparisons and a detailed cost analysis, recommendations to alleviate local residential flooding, including the design of breakwaters and levees, were made.
- FEMA Public Assistance Program, Puerto Rico (1998-1999): Civil Engineer for the inspection of public facilities damaged by Hurricane Georges. David was responsible for gathering field data on hurricane damages, designing mitigation alternatives, and preparing detailed cost analyses of damages.
- NYCDDC Underground Storage Tank Program, New York (1999-2001): Civil Engineer for the design of groundwater/soil remediation systems for the cleanup of petroleum-contaminated groundwater and soils. Groundwater remediation systems typically consisted of the design and installation of pneumatic and electric dual pumping systems for the removal of free phase and dissolved phase contamination. Soil remediation systems incorporated the design and installation of soil vapor extraction systems and bioventing systems.
- Lipari Landfill, New Jersey (1996-1997): Civil Engineer for offsite remediation work at the Lipari Superfund site. David was responsible for modeling migration rates of contaminants from the Superfund site through surrounding soil strata.

## KELLY R. REIDY-KACZMAREK

Environmental Scientist, The Lotis Engineering Group, P.C.
Environmental Scientist, Lotis Environmental, LLC

## Professional Experience

***The Lotis Engineering Group, P.C. – Environmental Scientist*** ***(April 2015 – Present)***
***Lotis Environmental, LLC – Environmental Scientist*** ***(June 2019 – Present)***
8899 Main Street- Suite 107
Williamsville, New York 14221

***RJS Environmental – Environmental Specialist*** ***(March 2010 – April 2015)***
4169 Allendale Parkway
Blasdell, New York 14219

***STOHL Environmental – Project Manager*** ***(May 2009 – March 2010)***
4169 Allendale Parkway
Blasdell, New York 14219

**Education**
B.A., Environmental Science and Biological Science, State College at Brockport, 2009

**Certifications**
ASTM Conference on Environmental Site Assessments for Property Transfer
New York State and EPA Certified Asbestos Air and Project Monitoring Technician
New York State Asbestos Inspector
OSHA 10-hour Construction Safety Training
Emergency Medical Responder

**Key Qualifications**
Since 2010, Kelly Reidy has been involved in various aspects of the environmental field with extensive experience in environmental due diligence. She has completed hundreds of environmental site assessments and reports, including Transaction Screens, Phase I assessments, and intrusive (Phase II) studies that range from farmland, to shopping plazas, to heavy industrial sites.

**Commercial Lending Experience**
- First Niagara Bank, Nationwide, US (2010-2015): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout the United States. Services include Transaction Screens, Desktop Reviews, Limited Database Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.
- Lake Shore Savings Bank, Western New York, US (2012-2015): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout Western New York. Services include Transaction Screens, Desktop Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.
- M&T Bank, New York State, US (2010-2015): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout New York State. Services include Transaction Screens, Phase I Environmental Site Assessments and Phase II Intrusive studies.

- Bank of Akron, Western New York, US (2012-2015): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout Western New York. Services include Transaction Screens, Desktop Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.

**Telecommunications Experience**

- Vertical Bridge Holdings, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Blue Sky Towers, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- InSite Towers, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- IWG-TLA Telecom, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Turris Sites, Canada (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Phoenix Towers International, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Tower Ventures, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.

**MATTHEW J. GREEN**
Environmental Professional, The Lotis Engineering Group, P.C.
Environmental Professional, Lotis Environmental, LLC

**Professional Experience**

***The Lotis Engineering Group, P.C.*** ***(September 2015 – Present)***
***Lotis Environmental, LLC*** ***(June 2019 – Present)***
8899 Main Street- Suite 107
Williamsville, New York 14221

***Town of Amherst Environmental Control – Summer Help*** ***(May 2015 – September 2015)***
455 Tonawanda Creek Road
Buffalo, New York 14228

**Education**
B.S., Environmental Studies, State University of New York at Buffalo, 2015

**Certifications**
New York State Asbestos Inspector
New York State Lead Inspector

**Key Qualifications**

Since 2015, Matthew Green has been involved in various aspects of the environmental field with extensive experience in environmental due diligence. He has completed hundreds of environmental site assessments and reports, including Transaction Screens, Phase I assessments, and intrusive (Phase II) studies that range from farmland, to shopping plazas, to heavy industrial sites. He has conducted hundreds of in-field site assessments across the United States, Canada, and Puerto Rico. Matthew has also assisted in the completion of hundreds of NEPA compliance studies, specifically in the telecommunications industry.

**Commercial Lending Experience**

- Canandaigua National Bank, Statewide, US (2017-ongoing): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout New York State. Services include Transaction Screens, Desktop Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.
- First Niagara Bank, Nationwide, US (2016-2016): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout the United States. Services include Transaction Screens, Desktop Reviews, Limited Database Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.
- Upstate National Bank, Statewide, US (2018-ongoing): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout New York State. Services include Transaction Screens, Desktop Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.
- Pioneer Bank, Statewide, US (2017-2018): Environmental Consultant for services relating to acquisitions and commercial lending of properties throughout New York State. Services include Transaction Screens, Desktop Reviews, Phase I Environmental Site Assessments and Phase II Intrusive studies.

**Telecommunications Experience**

- Vertical Bridge Holdings, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Blue Sky Towers, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- InSite Towers, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- IWG-TLA Telecom, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Turris Sites, Canada (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Phoenix Towers International, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Tower Ventures, LLC, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Weiss Towers, Nationwide, US (2017-ongoing): Environmental Consultant for services relating to the acquisition and development of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.
- Telecom Lease Advisors, Nationwide, US (2015-ongoing): Environmental Consultant for services relating to the acquisition of telecommunications tower sites throughout the United States. Services include Phase I Environmental Site Assessments and NEPA compliance studies.

**Other Experience**

- Town of Amherst Environmental Control, town wide, US (Summer of 2015): Performed Fats, Oils, and Grease (FOG) inspection on various restaurants. Collected FOG samples for EPA 1664 analysis as well as assisted in the investigation and follow through of sewer blockages.
- Grand Island Central School District, Districtwide, US, East Aurora Central School District, Districtwide, US and Lancaster Central School District, Districtwide, US (2016 Testing Cycle): Conducted lead testing in potable water for district schools and facilities. Was responsible for providing guidance to faculty and staff on proper preparation of potable outlets prior to testing, collecting water samples, completing chain of custody forms, and preparing a written report for each school identifying lead levels at all outlets tested.

## APPENDIX F : DRAWINGS

- T1: Title Sheet
- F1: Site Plan
- SI-1: Proposed Site Plan
- C1: Proposed Compound Site Plan
- C2: Site Elevation
- C3: Erosion & Sedimentation Control Plan
- C4: Details
- C5: Details
- C6: Fence Details

Liberty

LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

# CORAL BAY

SITE NAME:

ADDRESS: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

SITE TYPE: NEW SITE BUILD / RAWLAND

PROJECT DESCRIPTION: TELECOMMUNICATIONS SITE WITH A SELF SUPPORT MONOPOLE & EQUIPMENT CONCRETE PADS.

## PROPERTY INFORMATION

| | |
|---|---|
| SITE COORDINATES: | 18.3497482°<br>-64.7161297°<br>LATITUDE: 18° 20' 59.0936"<br>LONGITUDE: -64° 42' 58.0672" |
| JURISDICTION: | US VIRGIN ISLANDS (USVI) |
| COUNTY: | SAINT JOHN |
| TOWER OWNER: | LIBERTY MOBILE USVI INC. |
| STRUCTURE TYPE: | MONOPOLE |
| STRUCTURE HEIGHT: | 100'-0" AGL |
| SITE ELEVATION: | 42'-1" AGL |
| POLICE CONTACT: | ST JOHN, CRUZ BAY POLICE OFFICE<br>TEL. (340) 693-8880 |
| FIRE CONTACT: | ST. JOHN, CORAL BAY FIRE STATION<br>TEL. (340) 776-6365 |
| POWER COMPANY: | WAPA |
| VEHICULAR USE: | UNMANNED TELECOMMUNICATIONS FACILITY REQUIRING APPROXIMATELY ONE VISIT PER MONTH |
| ADA ACCESSIBILITY COMPLIANCE: | FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION |
| HURRICANE EVACUATION PLAN: | FACILITY IS UNMANNED AND IS NOT LOCATED WITHIN HURRICANE STORM SURGE ZONE. |

## PROJECT TEAM

| | |
|---|---|
| PROPERTY MANAGEMENT FIRM:<br>ADDRESS: | BLUE SKY TOWERS III, LLC<br>352 PARK STREET STE 106<br>NORTH READING MA 01864 |
| PHONE:<br>FAX: | (978) 291-6417 |
| ENGINEERING FIRM:<br>ADDRESS: | AW SOLUTIONS PUERTO RICO, LLC<br>AA1 CALLE 22 RIVER VW<br>BAYAMON PR 00961 |
| CONTACT:<br>PHONE: | EDUARDO BRAVO RIOS<br>939-338-6610 EXT. 200 |

## APPROVALS

| | | DATE: |
|---|---|---|
| ENGINEER: | _____ | _____ |
| OPERATIONS: | _____ | _____ |
| CONSTRUCTION MANAGER: | _____ | _____ |
| SITE ACQ./OWNER: | _____ | _____ |

## PROJECT INFORMATION

1. THIS IS AN UNMANNED FACILITY AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.
2. LIBERTY MOBILE USVI INC. CERTIFIES THAT THIS EQUIPMENT FACILITY WILL BE SERVICED ONLY BY APPROVED CARRIERS EMPLOYEES AND SUBCONTRACTORS. THIS FACILITY WILL BE FREQUENTED ONLY BY SERVICE PERSONNEL FOR SERVICE AND MAINTENANCE PURPOSES ONLY.
3. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.
4. NO WASTEWATER WILL BE GENERATED AT THIS LOCATION.
5. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.

## DRAWING INDEX

| SHEET | SHEET DESCRIPTION | DATE | REV |
|---|---|---|---|
| T1 | TITLE SHEET | 04/19/2023 | 0 |
| SI-1 | PROPOSED SITE PLAN | 04/19/2023 | 0 |
| C1 | PROPOSED COMPOUND SITE PLAN | 04/19/2023 | 0 |
| C2 | SITE ELEVATION | 04/19/2023 | 0 |
| C3 | EROSION & SEDIMENTATION CONTROL PLAN | 04/19/2023 | 0 |
| C4 | DETAILS | 04/19/2023 | 0 |
| C5 | DETAILS | 04/19/2023 | 0 |
| C6 | FENCE DETAILS | 04/19/2023 | 0 |
| C7 | GROUNDING PLAN | 04/19/2023 | 0 |
| C8 | GROUNDING DETAILS | 04/19/2023 | 0 |
| E1 | PROPOSED ELECTRICAL SITE PLAN | 04/19/2023 | 0 |
| E2 | DETAILS | 04/19/2023 | 0 |
| E3 | ONE LINE DIAGRAM | 04/19/2023 | 0 |
| SP1 | SPECIFICATIONS (FOUNDATION DESIGN) | 01/22/2023 | 0 |
| F1 | SITE PLAN | 01/22/2023 | 0 |
| F2 | FOUNDATION DETAILS | 01/22/2023 | 0 |
| SN1 | SUPPLEMENTARY NOTES 1 | 04/19/2023 | 0 |
| SN2 | SUPPLEMENTARY NOTES 2 | 04/19/2023 | 0 |
| SN3 | SUPPLEMENTARY NOTES 3 | 04/19/2023 | 0 |

## DRIVING DIRECTIONS

FROM USVI, SAINT JOHN CRUZ BAY FERRY DOCK:

1. HEAD SOUTHEAST ON PRINCE ST TOWARD STRAND ST (280 M)
2. AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT ONTO RTE 10 (300 M)
3. TURN LEFT ONTO CENTERLINE RD/RTE 10 (1.2 KM)
4. TURN RIGHT ONTO RTE 10 (8.0 KM)
5. TURN RIGHT ONTO CENTERLINE RD/RTE 10 (2.8 KM)
6. TURN RIGHT ONTO A DIRT ROAD
7. PROPOSED TELECOMMUNICATIONS SITE WILL BE ON THE RIGHT

## PROJECT REFERENCES

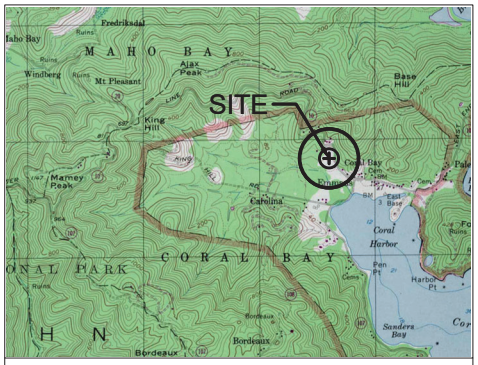
1. GEOTECHNICAL INVESTIGATION BY _____.
2. FOUNDATION DESIGN BY AW SOLUTIONS PUERTO RICO, LLC
3. TOWER DESIGN BY AMBOR STRUCTURES.
4. SURVEY PLANS BY THE GREEN PIECE ENGINEERING + ENVIRONMENT, LLC

## DESIGN CRITERIA

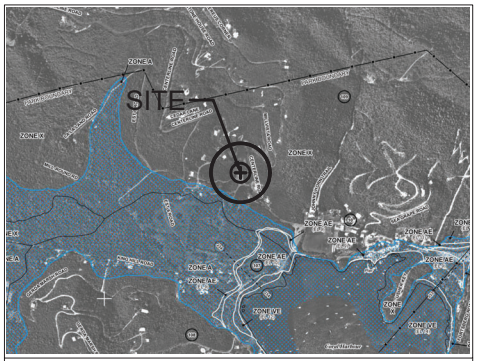
- 2018 IBC
- ANSI/TIA-222-H, ASCE 7-16
  WIND SPEED 165 MPH (ULTIMATE 3 SECOND GUST)
  RISK CATEGORY II
  EXPOSURE CATEGORY: C
  TOPOGRAPHIC FACTOR: 1
  SERVICE WIND SPEED: 60MPH
  SEISMIC Ss: 1.258
  SEISMIC S1: 0.437
- NATIONAL ELECTRICAL CODE, 2017 EDITION
- INTERNATIONAL FIRE PREVENTION CODE 2018 EDITION
- CONTRACTOR TO CONFIRM THAT THE SITE IS COMPLIANT WITH RF WARNING SIGNAGE & EMERGENCY SIGNAGE AS REQUIRED BY THE FEDERAL GUIDELINES CONTAINED WITH OET 65 BULLETIN.
  SEE SIGNAGE DETAILS IN SHEET C5

## CONSTRUCTION NOTES

1. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
2. CONTRACTOR SHALL NOTIFY OWNER FOR ACCESS TO SITE.
3. THIS PROJECT CONSISTS OF THE INSTALLATION OF:
   A. ACCESS ROAD – GRUBBING & SUB BASE
   B. MATERIAL HANDING OF TOWER AND ANCHOR BOLTS FROM PORT TO SITE.
   C. COMPOUND CLEARING AND PREPARATION.
   D. TOWER CONCRETE FOUNDATION CONSTRUCTION
   E. TOWER ERECTION
   F. ANCHOR TENANT PAD
   G. ANCHOR TENANT – SECONDARY CONDUITS P&T
   H. ANCHOR TENANT METER BANK W/ GROUNDING
   I. TOWER SITE GROUNDING – INCLUDES PIGTAILS FOR PROPOSED AND FUTURE TENANTS
   J. COMPOUND STONE AND FABRIC
   K. COMPOUND FENCING AND LOCKS
   L. INSTALLATION OF SITE SIGNAGE
   M. ALL REQUIRED INSPECTIONS.
   N. 3rd PARTY INSPECTIONS REQUIRED IN BID DOCS.

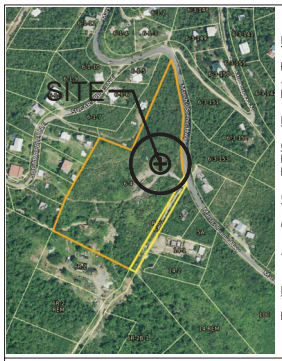



LOCATION PLAN




FLOOD MAP

FLOOD MAP
PANEL: 7800000035G
MAP REVISED: APRIL 16, 2007




PROPERTY INFORMATION

PROPERTY:

| | |
|---|---|
| PROPERTY ID: | 304104050200 |
| ADDRESS: | CAROLINA 6-4 CORAL BAY QTR |
| ISLAND: | SAINT JOHN (STJ) |

PROPERTY INFORMATION:

| OLG MAP NUMBER | DPNR ZONE | ACRES |
|---|---|---|
| F9-2090-T67 | R-2 | 5.00 |
| F9-2090-T67 | ROAD | 0.25 |

OWNERSHIP:

| | |
|---|---|
| OWNER: | GOVERNMENT OF THE V.I. (USVI) |
| ADDRESS: | 8100 LINDBERGH BAY 61<br>ST THOMAS, VI 00802 |

ESTATES:

| | |
|---|---|
| ESTATE: | CAROLINA |

Liberty

LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961

DRAWN BY: ACR. | CHECKED BY: E.P.

| REV | DATE | DESCRIPTION |
|---|---|---|
| 0 | 04/19/23 | ISSUED FOR CONSTRUCTION |
| B | 03/31/23 | ISSUED FOR REVIEW |
| A | 02/23/23 | ISSUED FOR REVIEW |

PROFESSIONAL ENGINEER
EMMANUEL POULIN
709-E
U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E

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SITE NAME: CORAL BAY

SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

SITE TYPE: NEW SITE BUILD

SHEET TITLE:

**TITLE SHEET**

SHEET NUMBER:

**T1**

2. THE ANCHOR RODS MUST BE INSTALLED AS SHOWN AND SECURED IN SPECIFIED POSITION BEFORE CONCRETE IS POURED.
3. FOOTING MUST BE PROPERLY CURED AND BACK FILLED PRIOR TO BEGINNING OF ANY ERECTION.
4. THE FOUNDATION SHOWN SHALL BE CONSTRUCTED AS A MASS MEMBER. MEASURES SHALL BE TAKEN TO COPE WITH THE GENERATION OF HEAT AND ATTENDANT VOLUME CHANGE SO AS TO MINIMIZE CRACKING.

13.3 TOWER CLIMBING SAFETY GUIDELINES

1. TOWER CLIMBERS MUST HAVE COMPLETED A NATE CERTIFIED CLIMBING TRAINING COURSE PER CONTRACT SPECIFICATIONS PRIOR TO WORK ON THIS STRUCTURE.
2. CONTRACTOR MUST COMPLY WHY THE STANDARD "RF POWER AND LOCKOUT/TAGOUT" PROCEDURES BEFORE ALLOWING CLIMBERS ON THIS STRUCTURE.
3. TOWER CLIMBERS WILL NOT BE ALLOWED TO ACCESS TOWER IN ADVERSE WEATHER CONDITIONS, INCLUDING HIGH WINDS, LIGHTNING, RAIN, SNOW ICE OR DURING NIGHT TIME.
4. CONTRACTOR OR CLIMBERS SHALL IMMEDIATELY REPORT ANY CLIMBING EQUIPMENT OR CONDITIONS JUDGED INADEQUATE OR UNSAFE.
5. EMERGENCY NUMBERS SHALL BE POSTED ON SITE AND ADVERTIZED TO CLIMBERS BEFORE THE BEGINNING OF THE WORK.
6. SAFETY MEETINGS SHALL TAKE PLACE EVERY MORNING BEFORE THE WORK DAY BEGINS.

8 – STEEL

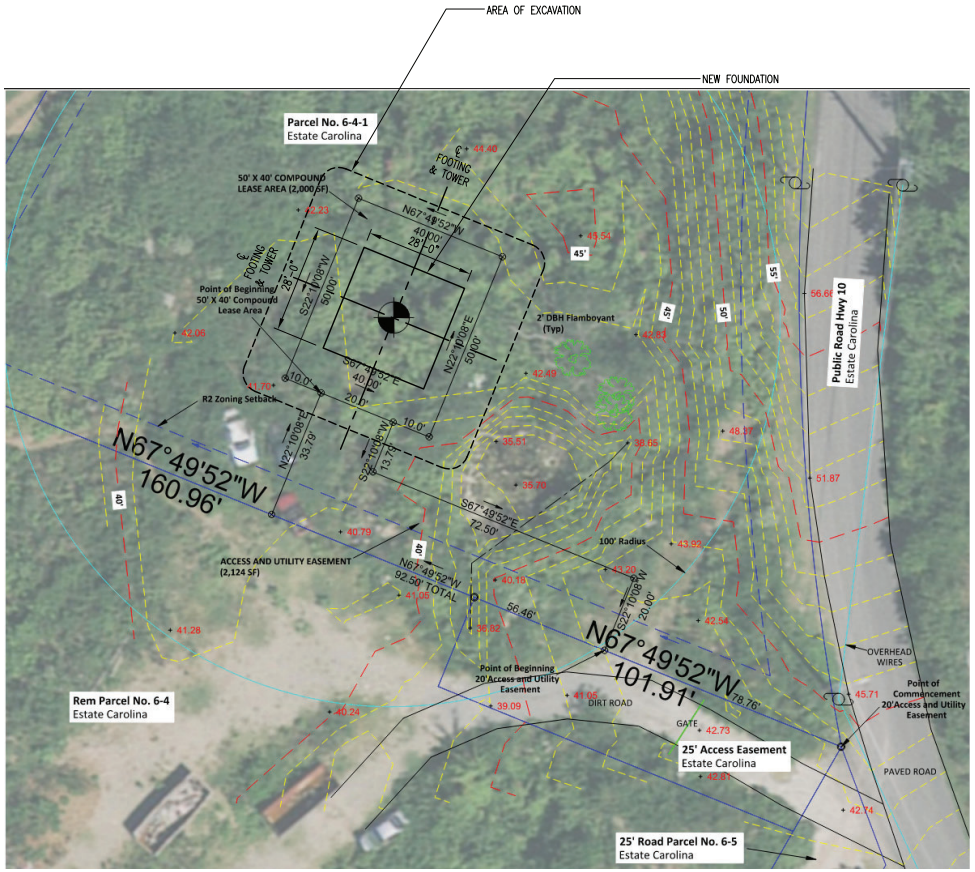
8.1 STRUCTURAL STEEL

1. ALL STRUCTURAL STEEL SHALL BE A-36
2. ALL PIPE SHALL BE A-53 GRADE B (Fy=35KSI)
3. ALL W SHAPES SHALL BE ASTM A992 (Fy=50KSI)
4. ALL HSS SHALL BE A500 GRADE C (Fy=46KSI)
5. BOLTS SHALL BE A-325 WITH THREADS EXCLUDED FROM THE SHEAR PLANE UNLESS OTHERWISE NOTED.
6. ALL A-325 BOLTS, NUTS, AND WASHERS SHALL BE AMERICAN MADE. THE MANUFACTURER SHALL PROVIDE CERTIFICATION THAT THEY ARE AMERICAN MADE.
7. WELDING SHALL BE DONE WITH E70XX, LOW HYDROGEN ELECTRODES IN ACCORDANCE WITH THE LATEST A.W.S. D1.1 WELDING CODE. THE MINIMUM WELD IS 3/16 FILLET ALL AROUND, UON.
8. ALL STRUCTURAL STEEL AND PIPE TO BE HOT DIPPED GALVANIZED PER ASTM A123. ALL NUTS AND WASHERS SHALL BE GALVANIZED PER ASTM A153.
9. ALL PIPES SHALL BE GALVANIZED INSIDE AND OUTSIDE.
10. EDGE DISTANCE 1 1/4" UNLESS OTHERWISE NOTED. HOLES SHALL BE PUNCHED OR DRILLED 1/16" LARGER THAN THE DIAMETER OF THE BOLTS THEY WILL RECEIVE UNLESS OTHERWISE NOTED.
11. ALL FIELD DRILLED HOLES AND FIELD CUT ENDS SHALL BE GIVEN TWO (2) COATS OF ZRC. GALVILITE GALVANIZING REPAIR COMPOUND OR APPROVED EQUIVALENT. TOUCH UP AND REPAIR OF GALVANIZED SURFACES SHALL BE PERFORMED PER THE REQUIREMENTS OF ASTM A-780.
12. ALL U-BOLTS SHALL HAVE 2 EA NUTS PER LEG OR ONE ANCO LOCK NUT.
13. NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS APPROVED IN WRITING BY THE ENGINEER.

20 – SITE SPECIFIC NOTES

20.1 GENERAL

1. CONSTRUCTION INCLUDES:
   - CLEARING, GRUBBING AND GRADING OF SITE
   - INSTALLATION OF REINFORCED CONCRETE FOUNDATION WITH TOWER ANCHOR BOLTS.
2. THE PROFESSIONALS INVOLVED ON THIS PROJECT ARE AS FOLLOWS:
   - STRUCTURAL ENGINEER: THE COLT GROUP, INC.
   - GEOTECHNICAL ENGINEER: TBD
3. GEOTECHNICAL ENGINEERING REPORT:
   - TBD
4. TOWER:
   - MANUFACTURER: AMBOR STRUCTURES
   - SIZE AND TYPE: 100' MONOPOLE
   - PROJECT NUMBER: C19013004B
   - DATE: 04/29/2022




1 **SITE PLAN**
SCALE: NTS


AW Solutions Puerto Rico LLC
CALLE 22 AA-1 RIVERVIEW
BAYAMON, PR 00961
TEL: 939.338.6610

BST BLUE SKY TOWERS III LLC

EMMANUEL POULIN, P.E.
918 SILVER DRIVE
ORLANDO, FL 32804
PHONE: 321-439-6704


| DRAWN BY: | | DW | CHECKED BY: | EP |
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| 1 | 04/19/23 | REVISED SURVEY | | |
| 0 | 01/22/23 | ISSUED FOR CONSTRUCTION | | |
| REV | DATE | DESCRIPTION | | |

PROFESSIONAL ENGINEER
EMMANUEL POULIN
709-E
APRIL 19, 2023
EMMANUEL POULIN
VI. P.E. #709E
U.S. VIRGIN ISLANDS


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SITE NAME: CORAL BAY

ADDRESS: PARCEL No. 6-4, EST. CAROLINA
No. 1, CORAL BAY QUARTER
SAINT JOHN, USVI 00801

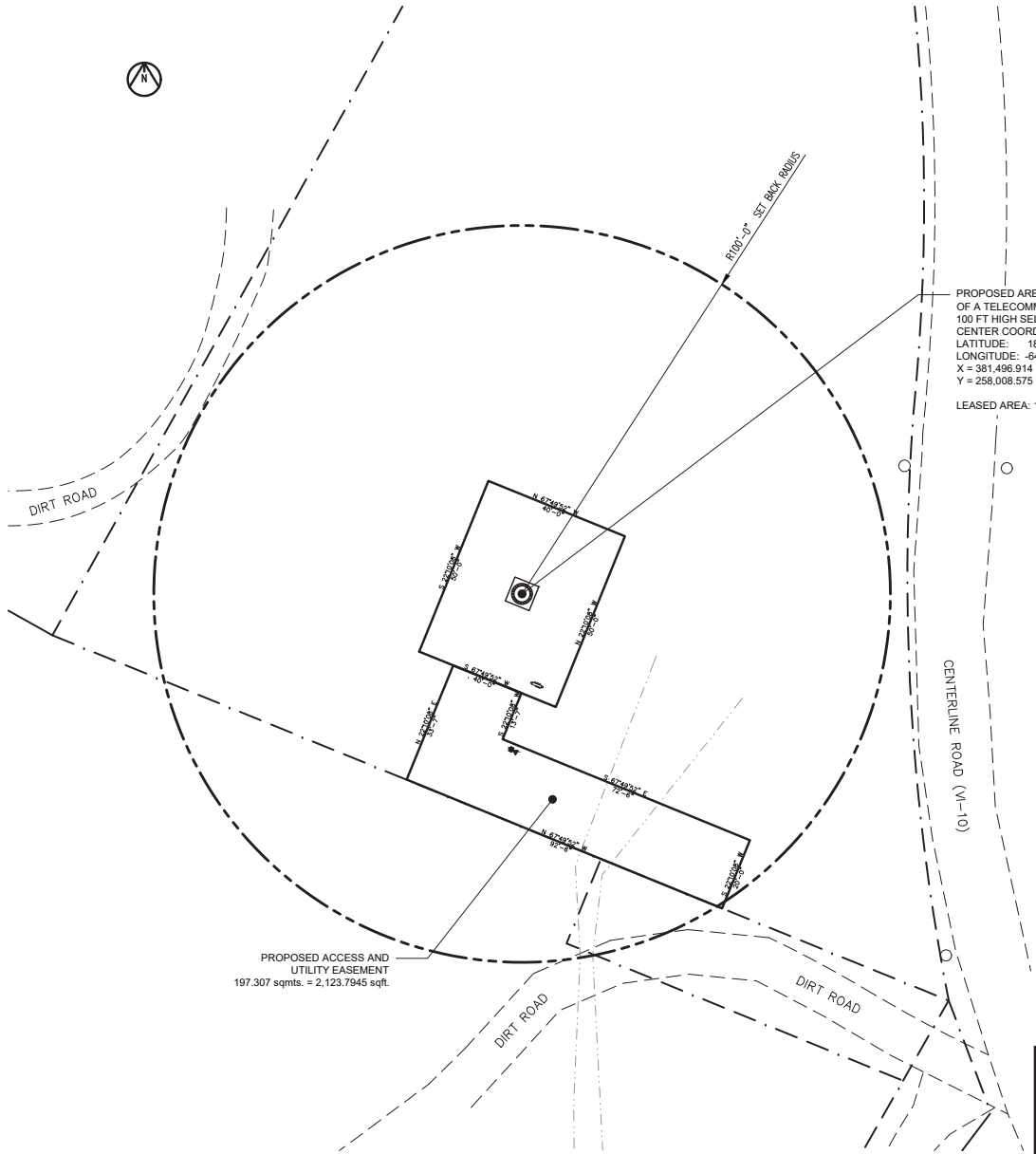
SITE TYPE: MONOPOLE FOUNDATION

SHEET TITLE:

**SITE PLAN**

SHEET NUMBER:

**F1**




1 PROPOSED SITE PLAN
SCALE: 1/32"=1'-0"

NOTES:
- THESE PLANS ARE BASED ON A SITE SURVEY PLAN PREPARED BY THE GREEN PIECE ENGINEERING + ENVIRONMENT, LLC WHICH WAS SIGNED AND SEALED BY JEFFREY L. BATEMAN, VI PLS 1053 LS ON APRIL 13, 2023. (REV. 2)

SYMBOL LEGEND

- PROPERTY LINE
- EASEMENT AREA
- SET BACK RADIUS
- EXISTING ROADS
- EXISTING UTILITY POLE
- 1 / C7 — REPRESENTS DETAIL # / REPRESENTS SHEET#
- NOTE 1 / SHT E7 — REPRESENTS NOTE / REPRESENTS SHEET#


Liberty
LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961


| DRAWN BY: ACR. | | CHECKED BY: E.P. |
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| A | 02/23/23 | ISSUED FOR REVIEW |
| REV | DATE | DESCRIPTION |

PROFESSIONAL ENGINEER ★ EMMANUEL POULIN 709-E ★ U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E


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SITE NAME: CORAL BAY

SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

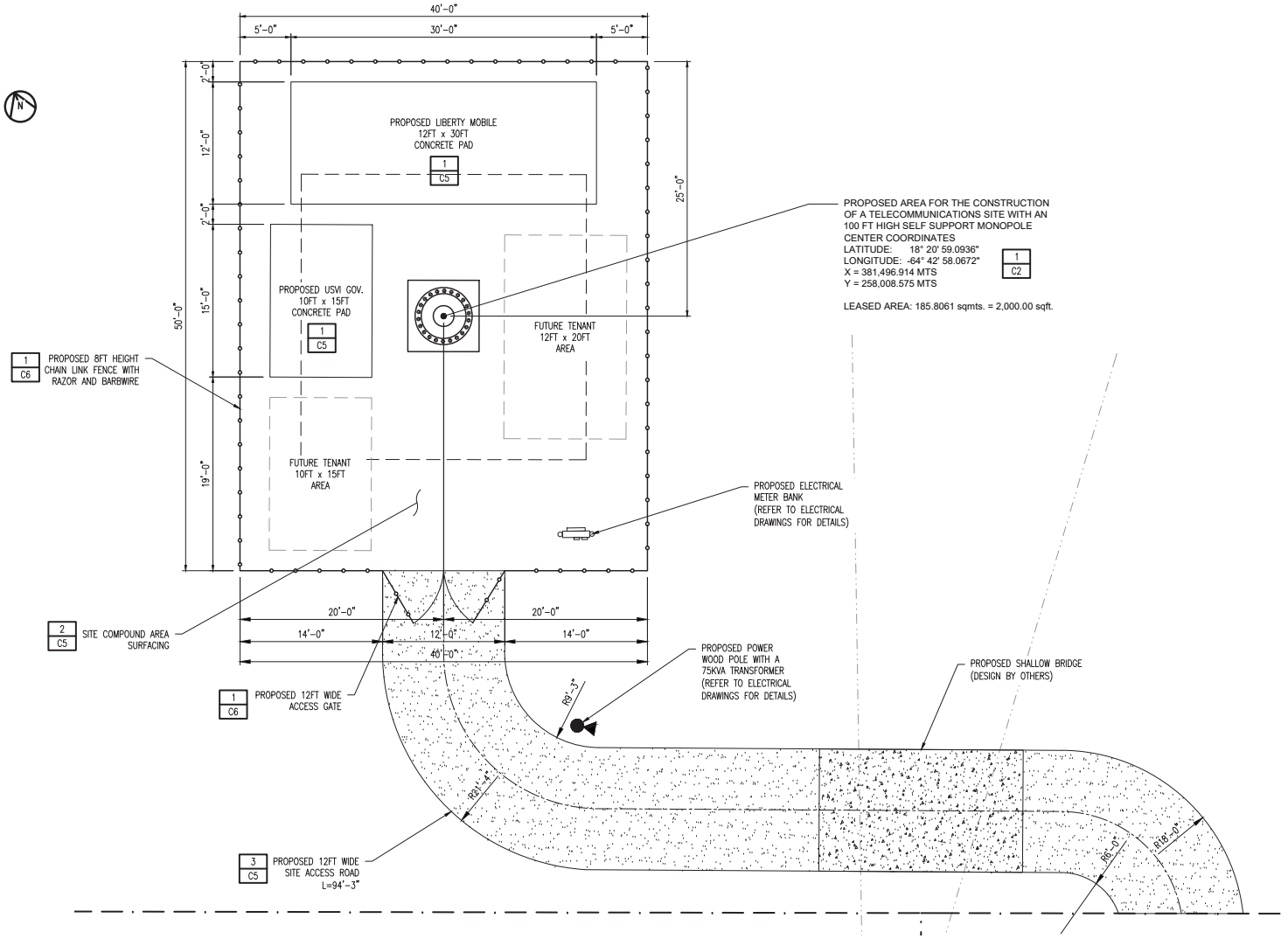
SITE TYPE: NEW SITE BUILD

SHEET TITLE:

**PROPOSED SITE PLAN**

SHEET NUMBER:

**SI-1**




1 **PROPOSED COMPOUND SITE PLAN**
SCALE: 3/32"=1'-0"

SYMBOL LEGEND

- PROPOSED FENCE
- PROPERTY LINE
- UNDERGROUND FOUNDATION

1 / C7 — REPRESENTS DETAIL # / REPRESENTS SHEET#

NOTE 1 / SHT E7 — REPRESENTS NOTE / REPRESENTS SHEET#


Liberty
LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BST BLUE SKY TOWERS LLC
BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW Solutions
AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961


DRAWN BY: ACR. | CHECKED BY: E.P.

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PROFESSIONAL ENGINEER ★ EMMANUEL POULIN 709-E ★ U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E


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SITE NAME: CORAL BAY

SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

SITE TYPE: NEW SITE BUILD

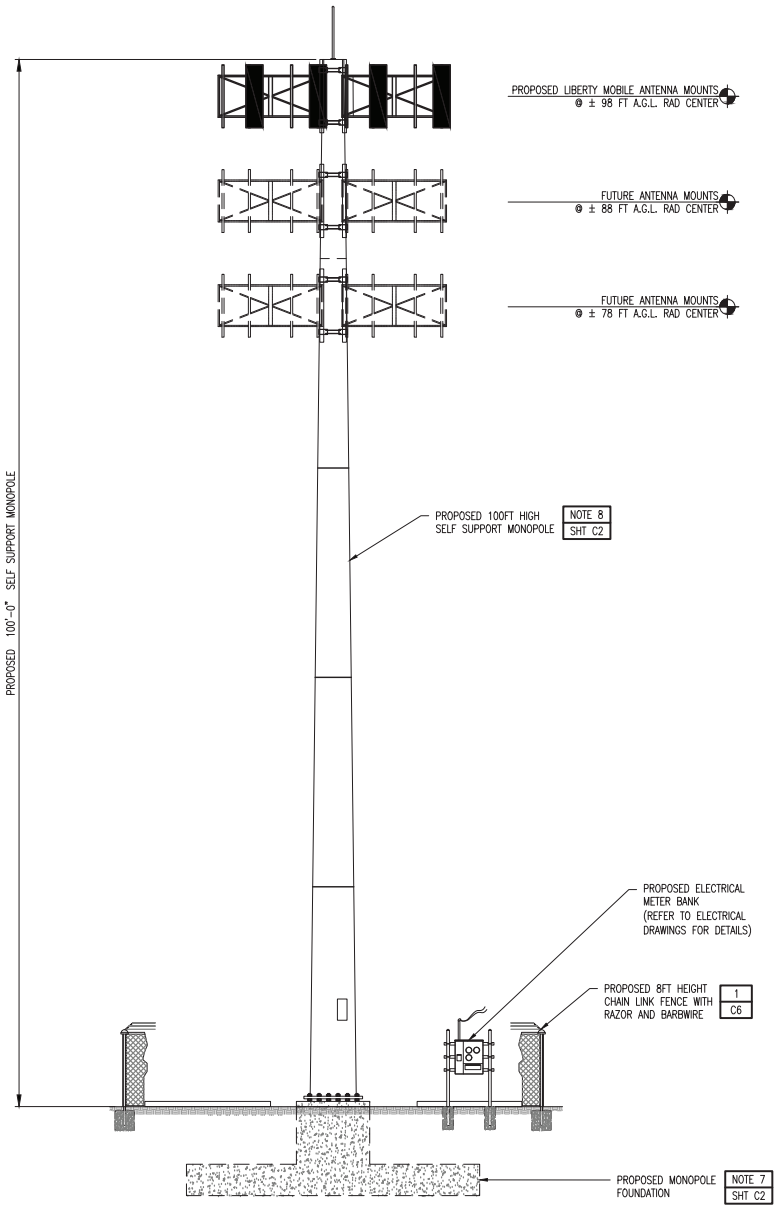
SHEET TITLE:

**PROPOSED COMPOUND SITE PLAN**

SHEET NUMBER:

**C1**

1. IF THE STRUCTURAL ANALYSIS FOR THIS TOWER WAS PERFORMED BY OTHERS, AW SOLUTIONS PUERTO RICO, LLC. ACCEPTS NO LIABILITY FOR THE STRUCTURAL CAPACITY OF THIS TOWER. THE CONTRACTOR SHALL COORDINATE WITH AND COMPLY WITH THE PROVISIONS OF THE STRUCTURAL ANALYSIS PRIOR TO THE INSTALLATION OF ANTENNAS AND COAX ON THIS TOWER.
2. REFER TO STRUCTURAL ANALYSIS OR STRUCTURAL LETTER FOR APPROVAL OF ADDITION OF NEW TOWER APPURTENANCES.
3. IF STRUCTURAL ANALYSIS SHOWS NEED FOR TOWER REINFORCEMENT, REFER TO ADDITIONAL DRAWING SET DEDICATED SPECIFICALLY TO TOWER REINFORCEMENT FOR THIS SITE.
4. REFER TO STRUCTURAL ANALYSIS FOR REQUIRED PROVISIONS FOR COAXIAL CABLE SUPPORT AND CONFIGURATION.
5. ALL OTHER CARRIERS' APPURTENANCES MAY NOT BE SHOWN IN ELEVATION. REFER TO STRUCTURAL ANALYSIS.
6. MONOPOLE ELEVATION SCHEMATIC ONLY.
7. REFER TO STRUCTURAL PLANS BY EMMANUEL POULIN, USVI PE, LIC.#709-E, DATE; 01/22/2023 FOR FOUNDATION DESIGN & ANALYSIS. PROVIDED BY A BLUE SKY TOWERS III, LLC REPRESENTATIVE.
8. FOR MONOPOLE ASSEMBLY, REFER TO AMBOR STRUCTURES REV A PLANS; TITLE 100FT, 202MPH TIA H, SITE NAME: USVI-00231 WEST END, PROVIDED BY A BLUE SKY TOWERS III, LLC REPRESENTATIVE.




1 **SITE ELEVATION**
SCALE: NOT TO SCALE


Liberty
LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961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PROFESSIONAL ENGINEER ★ EMMANUEL POULIN 709-E ★ U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E


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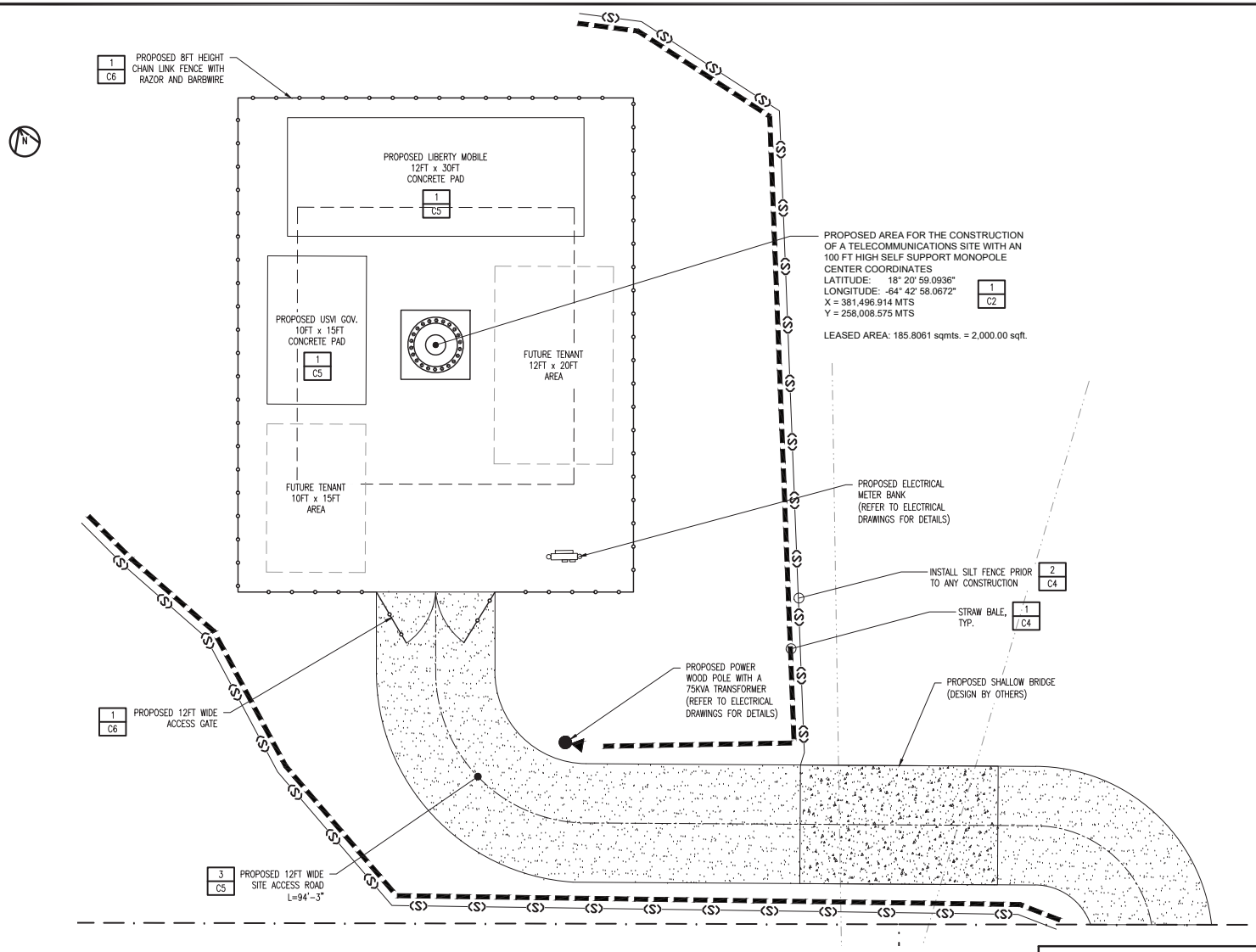
SITE NAME: CORAL BAY
SITE ID: USVI-00408
ADDRESS: 6-4-1 ESTATE CAROLINA NO.1 CORAL BAY QUARTER CORAL BAY, ST JOHN, VI 00830
SITE TYPE: NEW SITE BUILD

SHEET TITLE:
**SITE ELEVATION**

SHEET NUMBER:
**C2**




1 EROSION & SEDIMENTATION CONTROL PLAN
SCALE: 3/32"=1'-0"

SYMBOL LEGEND

- PROPOSED FENCE
- UNDERGROUND FOUNDATION
- PROPERTY LINE
- STRAW BALES
- SILT FENCE
- 1 / C7 — REPRESENTS DETAIL # / REPRESENTS SHEET#
- NOTE 1 / SHT E7 — REPRESENTS NOTE / REPRESENTS SHEET#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279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961


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DRAWN BY: ACR. CHECKED BY: E.P.

PROFESSIONAL ENGINEER ★ EMMANUEL POULIN 709-E ★ U.S. VIRGIN ISLANDS

EMMANUEL POULIN USVI P.E. #709-E 6/14/23


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SITE NAME: CORAL BAY

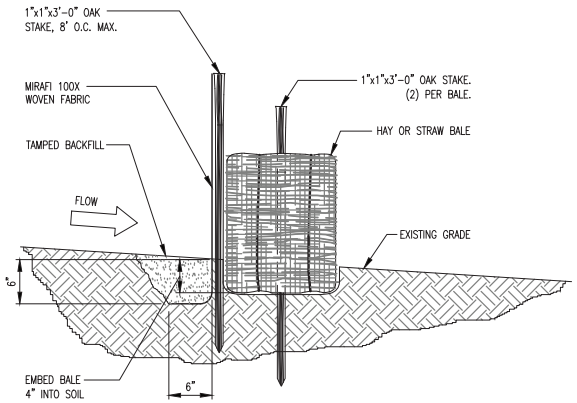
SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

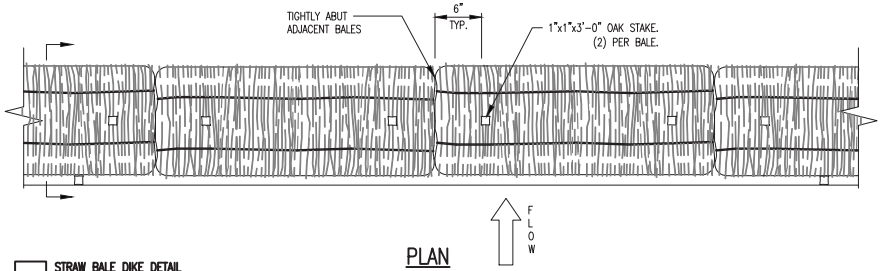
SITE TYPE: NEW SITE BUILD

SHEET TITLE:
**EROSION & SEDIMENTATION CONTROL PLAN**

SHEET NUMBER:
**C3**

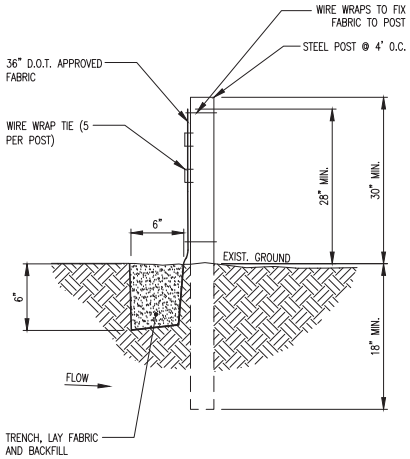



SECTION



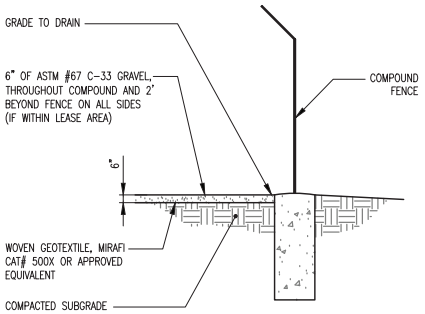

PLAN

1 **STRAW BALE DIKE DETAIL**
SCALE: NTS




2 **SILT FENCE DETAIL (IF NECESSARY)**
SCALE: NTS

1. THE FILTER FABRIC USED SHALL BE TYPE I OR II AND SHALL COMPLY W/ ALL NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ).
2. SILT FENCE HEIGHT SHALL BE A MINIMUM OF 2.5 FEET ABOVE GROUND HEIGHT.
3. CONSTRUCT SILT FENCE OF A CONTINUOUS ROLL CUT THE LENGTH OF THE BARRIER TO AVOID JOINTS. FABRIC TO BE FASTENED SECURELY TO FENCE POSTS WITH 1 INCH STAPLES OR TIE WIRES.
4. SUPPORT FABRIC WITH WOVEN WIRE MESH (TOP AND BOTTOM WIRES SHALL BE 10 GA., OTHER WIRES SHALL BE AT LEAST 12.5 GA.). OPENING SHALL BE 6" MAX. SPACING. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO POSTS WITH 1" STAPLES, NAILS OR TIE WIRES.
5. POST FOR SILT FENCE SHALL BE STEEL.
6. FENCE POST SPACING SHALL NOT EXCEED 4 FEET O.C.
7. EXCAVATE A TRENCH APPROXIMATELY 6 INCHES WIDE AND 6 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UP SLOPE FROM THE BARRIER. BACK FILL THE TRENCH WITH #57 STONE PLACED OVER THE FILTER FABRIC.
8. DO NOT ATTACH FILTER FABRIC TO EXISTING FENCES, TREES, ETC.
9. REMOVE FENCING FOLLOWING STABILIZATION OF SLOPES AND ALL DISTURBED AREAS.




3 **GRAVEL COMPOUND DETAIL**
SCALE: NTS


Liberty

LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961


| DRAWN BY: ACR. | | CHECKED BY: E.P. |
|---|---|---|
| | | |
| | | |
| | | |
| 0 | 04/19/23 | ISSUED FOR CONSTRUCTION |
| B | 03/31/23 | ISSUED FOR REVIEW |
| A | 02/23/23 | ISSUED FOR REVIEW |
| REV. | DATE | DESCRIPTION |

PROFESSIONAL ENGINEER
EMMANUEL POULIN
709-E
U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E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SITE NAME: CORAL BAY

SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA
NO.1 CORAL BAY QUARTER
CORAL BAY, ST JOHN, VI 00830

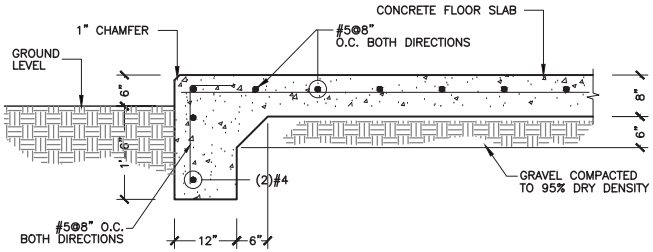
SITE TYPE: NEW SITE BUILD

SHEET TITLE:

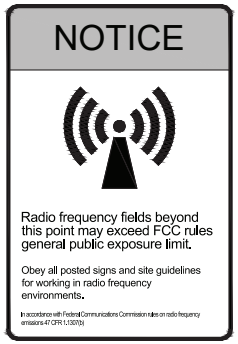
**DETAILS**

SHEET NUMBER:

**C4**

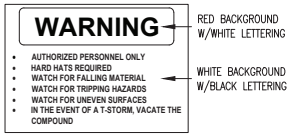



1 **CONCRETE PAD FONDATION DETAIL**
SCALE: 3/16"=1'-0"



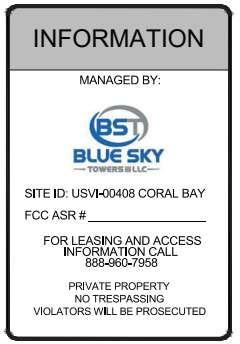

4 **8x12 RF NOTICE SIGN**
SCALE: NTS

1. INSTALL SIGNS AT PERIMETER OF UNCONTROLLED LIMITS.

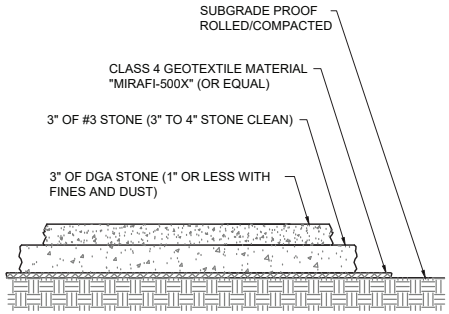



24" WIDE X 18" HIGH

6 **CAUTION-HARD HAT CONSTRUCTION AREA AND TRIPPING HAZARDS**
SCALE: NTS




5 **SITE IDENTIFICATION SIGN**
SCALE: NTS

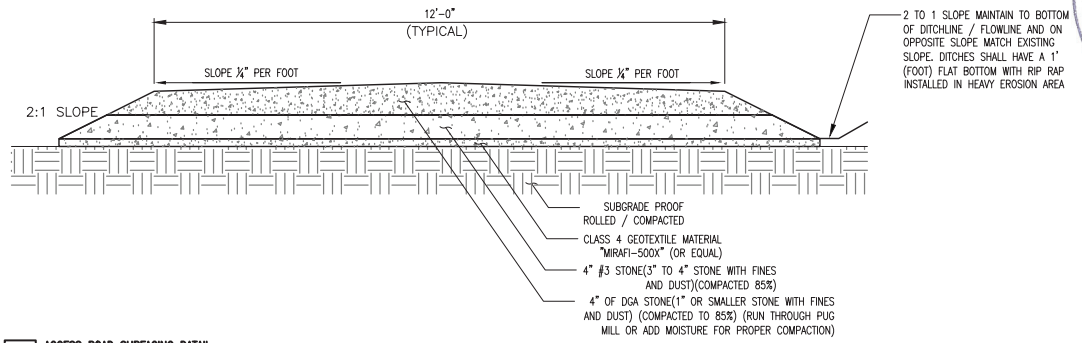



NOTE:
-USE OF SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.

-AGGREGATE IS BASED ON STANDARD AASHTO.

-SLOPE NOT TO EXCEED 1/4" PER FOOT TO MAX. GRADE OF 6" FROM CENTER OF COMPOUND TO EACH FENCE LINE

2 **SITE COMPOUND AREA SURFACING**
SCALE: NTS




3 **ACCESS ROAD SURFACING DATAIL**
SCALE: NTS

NOTE:
-USE OF SWALES AND/OR DRAINAGE DITCHES FOR PROPER WATER RUNOFF AS NEEDED.
-AGGREGATE IS BASED ON STANDARD AASHTO.
-2" CROWN IN CENTER OF ACCESS, UNLESS IN CURVES OR AREAS FOR PROPER WATER RUNOFF AS NEEDED, THEN ACCESS SHOULD BE SLOPED TO INSIDE OF TURN / CURVE


Liberty
LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
BAYAMON PR 00961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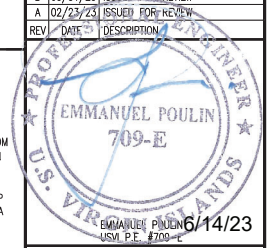


EMMANUEL POULIN 6/14/23
USVI P.E. #709-E


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SITE NAME: CORAL BAY

SITE ID: USVI-00408

ADDRESS: 6-4-1 ESTATE CAROLINA NO.1 CORAL BAY QUARTER CORAL BAY, ST JOHN, VI 00830

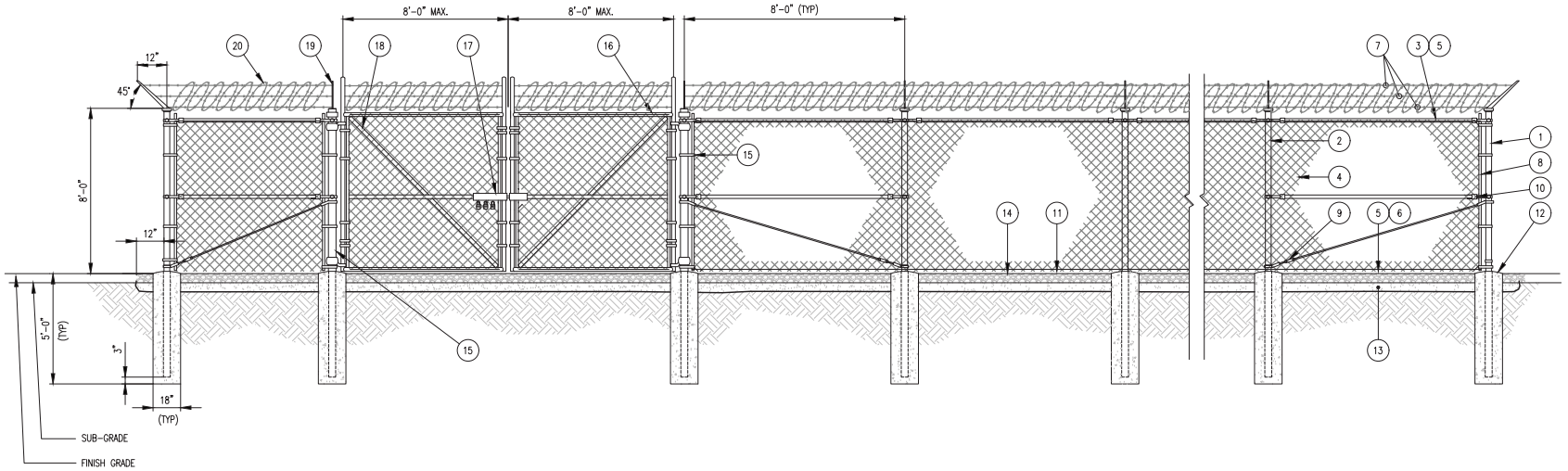
SITE TYPE: NEW SITE BUILD

SHEET TITLE:

**DETAILS**

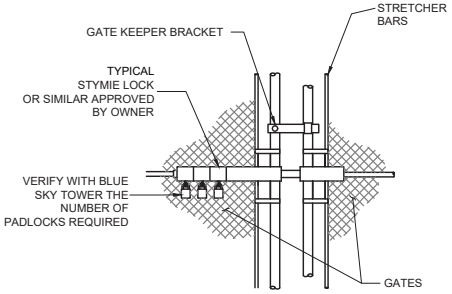
SHEET NUMBER:

**C5**




1 **STANDARD FENCE DETAILS**
SCALE: NTS

A. INSTALL FENCING PER ASTM F-567.
B. INSTALL SWING GATES PER ASTM F-900.
C. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
D. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
E. ALL OPEN POSTS SHALL HAVE END-CAPS.




**STYMIE LOCK DETAIL**
SCALE: NTS

KEY NOTE LEGEND:
1. CORNER, END OR PULL POST PIPE 4 STD.
2. LINE POST: PIPE 3 STD, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
3. TOP RAIL & BRACE RAIL: PIPE 2 STD, PER ASTM-F1083.
4. FABRIC: 12 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
6. TENSION WIRE: 7 GA. GALVANIZED STEEL.
7. BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
8. STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: PIPE 1.5 STD EACH CORNER, EACH WAY.
11. 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
12. 1" CROWN ABOVE FINISH GRADE.
13. 6" COMPACTED 85% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
14. FINISH GRADE SHALL BE UNIFORM AND LEVEL.
15. GATE POST PIPE 4 STD, FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
16. GATE FRAME: PIPE 2 STD, PER ASTM-F1083.
17. STYMIE LOCK, SEE DETAIL ON THIS SHEET.
18. GATE DIAGONAL GALVANIZED STEEL PIPE 1.5 STD.
19. EXTENSION ARM.
20. CONTINUOUS ROW OF RAZOR WIRE.


Liberty
LIBERTY MOBILE USVI INC.
279 AVE PONCE DE LEON
SAN JUAN PR 00917

BLUE SKY
BLUE SKY TOWERS III, LLC
352 PARK STREET STE 106
NORTH READING MA 01864

AW Solutions
AW SOLUTIONS PUERTO RICO, LLC
AA1 CALLE 22 RIVER VW
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PROFESSIONAL ENGINEER ★ EMMANUEL POULIN 709-E ★ U.S. VIRGIN ISLANDS

EMMANUEL POULIN 6/14/23
USVI P.E. #709-E


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SITE NAME: CORAL BAY
SITE ID: USVI-00408
ADDRESS: 6-4-1 ESTATE CAROLINA NO.1 CORAL BAY QUARTER CORAL BAY, ST JOHN, VI 00830
SITE TYPE: NEW SITE BUILD

SHEET TITLE:
**FENCE DETAILS**

SHEET NUMBER:
**C6**

# APPENDIX G : VISHPO PROJECT REVIEW

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS
--------0--------
**DEPARTMENT OF PLANNING AND NATURAL RESOURCES**
**Virgin Islands State Historic Preservation Office**

Fort Christian National Historic Landmark Site
5064 Forts Straede 1
Charlotte Amalie, St. Thomas 00802

Telephone: (340) 776-8605

Facsimile:

August 30, 2022

Miles C. Walz Salvador
Nationwide NEPA/NHPA Manager
Biologist/Tribal Consultation Coordinator
Lotis Environmental
8899 Main Street – Suite 107
Williamsville, NY 14221

**Re: VISHPO Concurrence on finding of No Adverse Effects for the Proposed Cell Tower Site Number: USVI-00408, Site Name: Coral Bay, St. John, Virgin Islands**

Dear Mr. Walz Salvador:

The Virgin Islands State Historic Preservation Office (VISHPO) has reviewed the submitted scope of work, report, and project site plans for the Proposed Cell Tower installation at Plot 6-4 Estate Carolina, Coral Bay, St. John, Virgin Islands.

Based on the site analysis, and scope of work for the installation, the VISHPO concurs with Lotis Environmental's determination of **No Adverse Effects to Historic Resources**, as per the consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (as amended).

Thank you for consulting with the VISHPO on this FCC permitted telecommunication installation project.

Sincerely,

Sean L. Krigger

Sean L. Krigger
Director & Deputy SHPO

# APPENDIX H : SITE PHOTOS

- Photo Location Map

- Photo#1: View north from subject property

- Photo#2: View east from subject property

- Photo#3: View south from subject property

- Photo#4: View west from subject property

- Photo#5: View looking north - west from parcel access road

- Photo#6: View looking west from parcel access road

- Photo#7: View looking north from 6-4 Rem across subject property

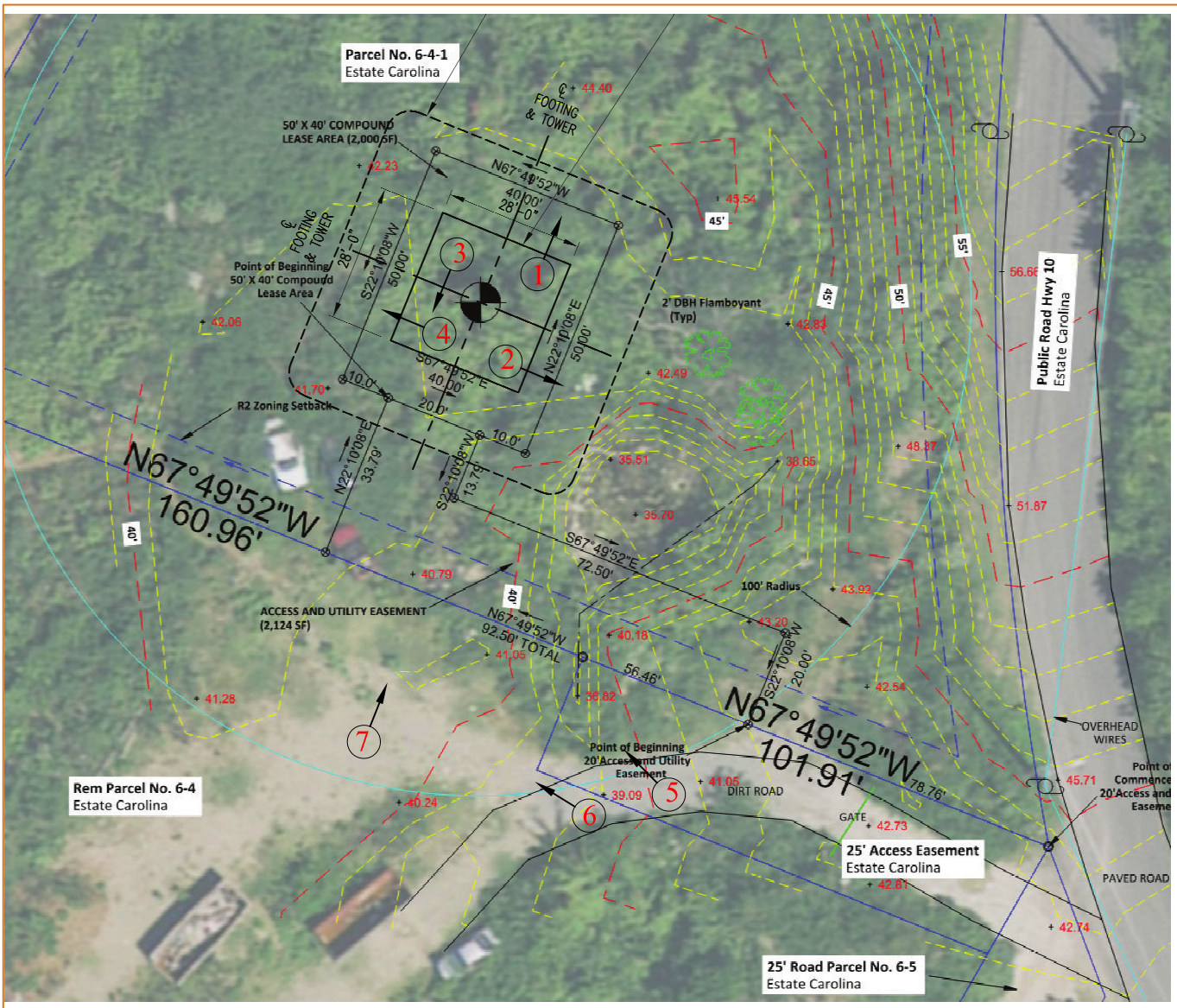



Photo number & direction: (#) →

Photo #1: View north from subject property
Photo #2: View east from subject property
Photo #3: View south from subject property
Photo #4: View west from subject property
Photo #5: Looking north-west from parcel access road
Photo #6: Looking west from parcel access road
Photo #7: Looking north from 6-4 Rem. across subject property

PHOTO LOCATOR MAP

Parcel No. 6-4-1
Estate Carolina
No. 1 Coral Bay Qtr.
St. John, U.S. Virgin Islands

Looking north from target property

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #1

Looking east from target property

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #2

Looking south from target property

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #3

Looking west from target property

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #4

Looking north-west from parcel access road

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #5

Looking west from parcel access road

Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #6

Looking north from parcel 6-4 rem. across subject property

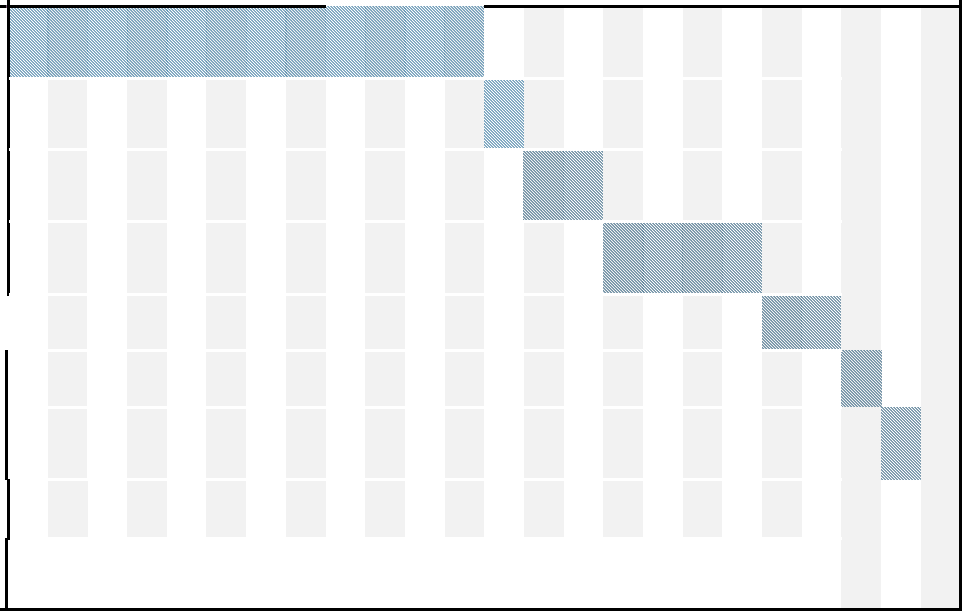
Parcel No. 6-4-1
Estate Carolina
No. 1 coral Bay Qtr.
St. John, U.S. Virgin Islands

Photo #7

# APPENDIX I: WORK PLAN

# WORK SCHEDULE

| ACTIVITY | START DATE | COMPLETION DATE | WEEK |
|---|---|---|---|
| | | | 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 |
| **Permitting process** | 7/3/2023 | 10/2/2023 | |
| **Land Clearing** | 10/3/2023 | 10/10/2023 | |
| **Foundation excavation & road preparation** | 10/11/2023 | 10/25/2023 | |
| **Cast tower foundation & equip. slabs** | 10/26/2023 | 10/16/2023 | |
| **Erect tower** | 11/17/2023 | 12/1/2023 | |
| **Erect tower compound security fence** | 12/4/2023 | 12/11/2023 | |
| **Install electrical service** | 12/13/2023 | 12/20/2023 | |
| | | | |
| | | | |



# APPENDIX J : FISH & WILDLIFE REVIEW

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Caribbean Ecological Services Field Office
PO Box 491
Boquerón, PR 00622

In Reply Refer To:
FWS/R4/CESFO/78020-Gen

Miles Walz-Salvador
Nationwide NEPA/NHPA Manager
Lotis Environmental, LLC
8899 Main Street – Suite 107
Williamsville, New York 14221

Re: Coral Bay Site, St. John,
U.S. Virgin Islands

Dear Mr. Walz:

Thank you for your letter dated August 30, 2022, requesting comments on the above referenced project. As per your request, our comments are provided under the Endangered Species Act (Act) (87 Stat. 884, as amended; 16 United States Code 1531 et seq.), and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661 et seq.)

Lotis Environmental (Lotis) on behalf of Blue Sky Towers III, LLC (Blue Sky Towers- the Applicant) is proposing the construction of a 100 feet monopole telecommunication tower and associated equipment within the existing lease area. The proposed telecommunication facility will be located near Plot 6 Estate Carolina, Coral Bay Quarter (18°20'59.09" N; 64°42'58.0672" W), St. John, U.S. Virgin Islands.

As indicated in your letter, the U.S. Fish and Wildlife Service's (the Service) the Information for Planning and Consultation (IPaC) system, identified that the project site is located within the range of St.Thomas lidflower (*Calyptranthes thomasiana*), St. Thomas Prickly-ash (*Zanthoxylum thomasianum*) and marrón bacora (*Solanum conocarpum*).

Based on the nature of the project, scope of work, information available, and a careful analysis of the IPAC lists together with field direct observations of the area where the project will be developed, the proponent has determined that the proposed project would have no effect (NE) on St. Thomas Prickly-ash. However a May affect but is not likely to adversely affect determination was made for St.Thomas lidflower and marron bacora. Also, no adverse impacts to designated critical habitat are anticipated.

Because you made a NE determination, you are not required to conduct formal or informal section 7 consultation with the U.S. Fish and Wildlife Service (Service). Correspondingly, the Service is not required to concur with your NE determination. Based on the information above, we acknowledge the receipt of the no effect determination.

As for the St.Thomas lidflower and marron bacora, we have reviewed the information provided in your letter and our files, and concur with your determination that the proposed project may affect, but is not likely to adversely these species. No adverse impacts to designated critical habitat are anticipated.

In view of this, we believe that requirements of section 7 of the Endangered Species Act (Act) have been satisfied. However, obligations under section 7 of the Act must be reconsidered if: (1) new information reveals impact of this identified action that may affect listed species or critical habitat in a manner that was not previously considered; (2) this action is subsequently modified in a manner not previously considered in this assessment; or, (3) a new species is listed, or critical habitat determined that may be affected by the identified action.

Thank you for the opportunity to comment on this project. If you have any questions or require additional information, please contact us via email at caribbean_es@fws.gov or by phone at (786) 244-0081.

Sincerely yours,

EDWIN MUNIZ

Digitally signed by EDWIN MUNIZ
Date: 2022.09.26 13:53:10 -04'00'

Edwin E. Muñiz
Field Supervisor

drr