

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

MOHAMMAD HAMED , by his)	CIVIL NO. SX-12-CV-370
authorized agent WALEED HAMED ,)	
)	
Plaintiff/Counterclaim Defendant,)	ACTION FOR DAMAGES,
)	INJUNCTIVE RELIEF
vs.)	AND DECLARATORY RELIEF
)	
FATHI YUSUF and UNITED CORPORATION ,)	JURY TRIAL DEMANDED
)	
Defendants/Counterclaimants,)	
)	
vs.)	
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEED HAMED, HISHAM HAMED, and)	
PLESSEN ENTERPRISES, INC. ,)	
)	
Additional Counterclaim Defendants.)	
)	

**FATHI YUSUF'S COMMENTS, OBJECTIONS AND RECOMMENDATIONS
CONCERNING THE COURT'S PROPOSED PLAN**

Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel, respectfully submits the following comments, objections, and recommendations concerning the Court's proposed plan, as set forth in its order dated October 7, 2014 (the "Order"), for liquidating and winding up the partnership between Yusuf and plaintiff/counterclaim defendant Mohammad Hamed ("Hamed"), which owns and operates three supermarket stores known as Plaza Extra – East, Plaza Extra – Tutu Park, and Plaza Extra – West (collectively, the "Plaza Extra Stores").

The Court effectively adopted and tentatively approved "[a]ll components and terms of the competing plans where the parties do agree" See Order at p. 1. The competing plans referenced by the Court consist of the initial plan filed by Yusuf on April 7, 2014 (the "Yusuf Plan"), attached as Exhibit A to his Memorandum in Support of Motion to Appoint Master for Judicial Supervision of Partnership Winding Up or, in the Alternative, to Appoint Receiver to

Wind Up Partnership. The Yusuf Plan provided for a straight forward sale of all non-liquid partnership assets, consisting primarily of inventory and equipment, given the absence of commercial leases for Plaza Extra – East and Plaza Extra – West and the existence of a lease covering Plaza Extra – Tutu Park. On April 30, 2014, Hamed filed his plan for winding up the partnership (the “Hamed Plan”), which essentially provided for the conveyance of all non-liquid partnership assets to a start up company formed on April 22, 2014 by three of Hamed’s sons, KAC357, Inc. (the “New Hamed Company”). A critical “lynchpin”¹ of the Hamed Plan was the viability of a long term (30 year) lease between Plessen Enterprises, Inc. (“Plessen”) and the New Hamed Company, which was approved by Hamed and his son, as two of three acknowledged directors of Plessen, at a disputed meeting of directors on the morning of April 30, 2014. Finally, Yusuf and United Corporation (“United”) filed a plan for winding up the partnership (the “United/Yusuf Plan”), which provided for the sale of all non-liquid partnership assets to United after the unwinding and nullification of the purported lease from Plessen to the New Hamed Company. This plan was attached as Exhibit A to Yusuf’s and United’s Response to Surreply Regarding Dissolution Plans filed on June 16, 2014.

Instead of approving one of the competing plans or rejecting them all and sending Hamed and Yusuf back to the proverbial drawing board, the Court has taken the unusual measure of proposing its own plan, which attempts to make a Solomon like division of the non-liquid partnership assets amongst Hamed and Yusuf by tentatively approving the acquisition of the inventory, equipment and leasehold improvements of Plaza Extra – East and Plaza Extra – Tutu Park by Yusuf and Hamed’s acquisition of the inventory, equipment and leasehold

¹ See Hamed v. Yusuf, 2014 V.I. 1552, *12 (Super. Ct. July 22, 2014) (this Court referred to the lease as the “lynchpin” of Plaintiff’s plan for winding up the Hamed-Yusuf partnership”).

improvements of Plaza Extra – West. While the Court might consider this proposed division of assets to be fair under the circumstances, as will be discussed in more detail below, the Court’s proposed plan is unfair to both partners because it arbitrarily decides which partner ends up with a particular store. What if, for example, the right to continue operations at Plaza Extra – Tutu Park was more valuable to Hamed given his sons’ recent opening of Moe’s Fresh Market in Red Hook and the potential for additional warehousing, inventory sharing, and economies of scale that having two stores on St. Thomas might provide? Similarly, what if the right to continue operations at Plaza Extra – West was more valuable to Yusuf given the synergies and symbiotic relationship already developed between Plaza Extra – East and Plaza Extra – West over the past fourteen years (e.g., sharing shipping expenses, warehouse space, inventory, advertising expenses, vendors and suppliers, customers, and other operating procedures). The Court’s proposed plan forecloses Hamed from acquiring the Tutu Park store and Yusuf from acquiring the West store, thus, unfairly excluding one partner from the opportunity of acquiring partnership assets while diminishing the prospect of maximizing the value of all partnership assets.

While Yusuf respectfully submits that it makes practical sense for Hamed to acquire Plaza Extra – Tutu Park and for Yusuf to acquire Plaza Extra – West, if neither Hamed nor the Court approve of this proposed course of action, Yusuf recommends that the only fair and simple solution is for each partner to be able to bid on the acquisition of these two stores in an open bidding process to be supervised by the Master, as explained in greater detail below.

With these comments in mind, Yusuf will now address the correspondingly numbered sections and steps set forth at pages 2-7 of the Order.

Section 3: Liquidating Partner

Yusuf agrees with the Court's proposal that he serve as Liquidating Partner under the supervision of the Master. Yusuf recommends, however, that Section 3 of the proposed plan should read as provided below. Suggested additions are shown in bold, suggested deletions are shown by interlineation.

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the partnership, pursuant to this Plan **and the provisions of V.I. Code Ann. tit. 26, § 173(c)**, under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction.

Yusuf proposes to add the citation to V.I. Code Ann. tit. 26, § 173(c) simply to provide greater clarity concerning his authority as the Liquidating Partner. Yusuf proposes to delete the last sentence because it is unclear how the rights and obligations of the Liquidating Partner could have commenced as of April 25, 2013 or at any time before his actual appointment.

Hamed will no doubt object to Yusuf's role as Liquidating Partner by dredging up his arguments that he should be the Liquidating Partner and that the provisions of V.I. Code Ann. tit. 26, § 74(b)(2) somehow preclude Yusuf from serving as Liquidating Partner. It is undisputed that when Hamed retired in 1996, he ceased all work at the Plaza Extra Stores. Even before he retired, it is undisputed that Hamed's role was limited to supervising the warehouse at one store – Plaza Extra - East – whereas Yusuf has been in charge of all three stores from the inception of the business relationship to date. Moreover, Hamed is 79 years old, suffers from poor health, and has claimed under oath that he cannot read English well and cannot understand questions put

to him in English without a translator. Clearly, Hamed is simply not qualified or capable of serving as Liquidating Partner. To the extent that Hamed seeks to be appointed the Liquidating Partner so he can delegate the rights and obligations of that position to his son, Waleed, Yusuf has already shown why that is not an option. See Defendants' Response To Surreply Re Dissolution Plans (the "Response") filed on June 16, 2014 at p. 7-9.

Yusuf has already demonstrated why he is not conflicted from serving as Liquidating Partner. See Defendants' Reply To Plaintiff's Response To Motion To Appoint Master For Judicial Supervision Of Partnership Winding Up Or, In The Alternative, To Appoint Receiver To Wind Up Partnership filed on May 19, 2014 at p. 5-7 and Response at p. 5-6. Hamed's argument that V.I. Code Ann. tit. 26, § 74(b)(2) somehow precludes Yusuf's designation as Liquidating Partner also ignores the provisions of subsection (e) of the same statute, which provide: "A partner does not violate a duty or obligation under this chapter or under the partnership agreement merely because the partner's conduct furthers the partner's own interest." Any concerns regarding Yusuf's purported conflicts² are adequately addressed by the appointment of the Master, who will supervise the Liquidating Partner's actions in winding up the partnership under an approved wind up plan. Finally, any argument by Hamed that the role of Liquidating Partner can be subsumed under the Master's judicial supervision duties would be wholly misplaced. This Court's September 18, 2014 order appointed the Honorable Edgar D. Ross as

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

² On September 25, 2014, Hamed filed a two page Motion to Show Cause why Yusuf should not be held in contempt for purportedly violating the April 25, 2013 preliminary injunction by taking action to prevent supermarket operating funds from being used to pay Waleed Hamed without Yusuf's consent. This terse motion was not supported by any declaration. Yusuf filed his Opposition And Cross-Motion For Similar Relief on October 1, 2014, which was supported by Yusuf's detailed declaration. Hamed did not file a reply/response to this Opposition And Cross-Motion. On October 15, 2014, Hamed filed another Motion to Show Cause that contained four sentences and was again unsupported by any declaration or authenticated, admissible evidence. Although Yusuf will once again demonstrate the baselessness of this latest motion, he expects that these frivolous motions will be cited as further grounds for this Court not to appoint him as Liquidating Partner.

Master “to direct and oversee the winding up of the Hamed-Yusuf Partnership.” As noted by the Court in its order of August 28, 2014, both Hamed and Yusuf “have consented to have a master appointed to perform certain duties regarding the wind-up of the Hamed-Yusuf Partnership.” This Court has clearly chosen to provide “judicial supervision of the winding up,” as contemplated by V.I. Code Ann. tit. 26, § 173(a), via a Master who will supervise or oversee the Liquidating Partner. The very concept of supervision requires that there be a supervisor to oversee the person to be supervised. The Master cannot logically perform both roles at the same time. Only a receiver could effectively perform the functions of the Liquidating Partner and Hamed has consistently resisted the appointment of a receiver.

Section 8: Plan of Liquidation and Winding Up

1) Plaza Extra – East

Yusuf has no objections to this section, which should be promptly implemented. Unlike the partnership assets associated with Plaza Extra – Tutu Park and Plaza Extra – West, the inventory, equipment, and leasehold improvements at Plaza Extra – East cannot, as a practical matter, be acquired by Hamed since United owns the premises occupied by Plaza Extra – East and is unwilling to lease these premises to Hamed or a company owned or controlled by Hamed or his sons. Consequently, it makes obvious practical sense that Yusuf acquire Hamed’s 50% interest in these assets.

Yusuf notes that even though both partners simply referred to “inventory” and “equipment,” see, e.g., United/Yusuf Plan at § 8(B)(1) and Hamed Plan at § 8(B)(3) (Step 4), the Court has added the term “leasehold improvements.” Some clarification will be needed as to how, if at all, “leasehold improvements” may differ from “equipment,” as used by Hamed and Yusuf. Clarification will also be needed to determine what will happen if Yusuf or Hamed is

unwilling to pay the value of equipment and leasehold improvements as determined by the appraiser selected by the Master. If, for example, the partners cannot agree on the value of the equipment and leasehold improvements for Plaza Extra – East and the appraiser selected by the Master values this property at \$400,000, meaning Hamed's ½ interest is worth \$200,000, if Yusuf is unwilling to pay more than \$150,000, what will happen? Yusuf submits that unless Hamed is prepared to pay at least \$150,000 plus the cost of removing such property and immediately repairing any damages caused by such removal, Yusuf should be able to acquire these assets for \$150,000. Finally, it should be clarified that for each store, the purchasing partner is only required to pay one half of the landed cost of inventory and the depreciated value of the equipment and leasehold improvements.

Yusuf anticipates that Hamed will attempt to impede the Court's proposed disposition of the Plaza Extra – East by claiming that an acre purchased in part with insurance proceeds received after the store burned down in 1992 somehow belongs to the partnership. Yusuf addressed this claim in his Response at p. 11-12. This land has not only been titled in United's name for decades, it is undisputed that rent for this acre was included in the \$5,408,806.74 paid on February 7, 2012 covering rent for the period from May 5, 2004 to December 31, 2011. If the partnership was the legal or equitable owner of this acre, why was rent paid to United for its occupancy? In any event, this vague and disputed claim can be asserted by Hamed as a part of his accounting claims. It certainly should not impede the disposition of Plaza Extra – East in any way.

Section 4 and Step 4

2) Plaza Extra – Tutu Park

Yusuf submits that the Court apparently overlooked the need to address what happens to the “Tutu Park Litigation,” as defined at § 1.35 of the United/Yusuf Plan. Such litigation should be included in the assets associated with that store. Otherwise, there is no rationale for requiring Yusuf to “reimburse the Partnership for 50% of the reasonable costs and attorneys’ fees incurred to date in the Tutu Park Litigation,” as provided in the Court’s proposed plan. The partnership assets being sold in connection with Plaza Extra – Tutu Park should consist of the leasehold interest where the store is located, the inventory, equipment, leasehold improvements at such store, and the Tutu Park Litigation.

Yusuf submits that it is fundamentally unfair to arbitrarily assign Plaza Extra – Tutu Park and Plaza Extra – West to particular partners without careful consideration of the surrounding circumstances affecting each store’s operations. It should not be forgotten that Hamed has previously informed the Court that “the Hameds’ representatives discussed this scenario [whether the landlord will allow the Hameds to take over the Tutu Park lease] with the landlord’s representatives before filing their plan and have full confidence that this can happen.” See Plaintiff’s Surreply Re Dissolution Plans filed May 27, 2014 at p. 5.³ Within the past year, Hamed’s sons have developed a new store in Red Hook called Moe’s Fresh Market. With the very recent opening of this new store, it makes practical sense for Hamed to acquire the Plaza Extra – Tutu Park assets in order to provide an opportunity for sharing shipping expenses, warehouse space, inventory, vendors and suppliers, and other operating procedures to create an

³ Under the terms of the Tutu Park lease, the landlord could not unreasonably withhold its consent to an assignment anyway.

economy of scale. Hamed's acquisition of the Tutu Park store, with Yusuf acquiring Plaza Extra – West, as provided below, would also help further separate – by island – the supermarket operations of Hamed and Yusuf, which will significantly reduce the prospect of future conflict between their families. In the event Hamed is the eventual purchaser of Plaza Extra – Tutu Park, Hamed and Yusuf must cooperate in facilitating any necessary assignments, cancellation of personal guarantees, and substitution of parties in the pending litigation.

3) Plaza Extra – West

Yusuf vigorously objects to this proposed plan provision. Although the Court does not expressly deal with the continued viability of the purported lease between Plessen and the New Hamed Company, this proposed plan provision is apparently premised on the unstated assumption that there is a valid lease covering the premises occupied by the Plaza Extra – West store. Yusuf has filed a Motion for Reconsideration of this Court's July 22, 2014 Order denying his motion to nullify the results of the April 30, 2014 special meeting of the Board of Directors of Plessen, which included the approval of the lease that serves as the acknowledged "lynchpin" of Hamed's Plan. That Motion for Reconsideration is fully briefed and awaiting disposition.⁴ If the Court denies Yusuf's Motion for Reconsideration, he intends to appeal from that order and seek a stay of the implementation of any plan premised on such lease.

Yusuf respectfully submits that the only fair way to deal with the assets of Plaza Extra – West is to put the parties back into the same positions they were in before the disputed April 30, 2014 special meeting at which the disputed lease to the New Hamed Company was approved by Hamed and his son. Neither Hamed nor Yusuf should be able to burden the other or their

⁴ Yusuf's Reply Brief In Support of Motion For Reconsideration filed on August 29, 2014 provides a comprehensive summary of the arguments why the Court should reconsider and vacate its July 22, 2014 order.

mutually owned company, Plessen, with a long term lease that effectively condemns these warring families to continue dealing with each other for another 30 years. As contemplated in § 8(B)(1)(c) of the United/Yusuf Plan, the Court should provide for Yusuf or United to purchase an approximately 16 acre tract of land subdivided from a larger tract owned by Plessen on which Plaza Extra – West is located, along with the associated inventory, equipment, and leasehold improvements. The parties had previously contemplated this subdivision as shown on the July 13, 2012 preliminary surveys of this subdivided parcel (the “Plaza West Parcel”), attached as **Exhibit A**. The market value and purchase price of the Plaza West Parcel should be established by the average appraised value determined by appraisers selected by each partner, and a third appraiser selected by the appraisers selected by the partners. Hamed should receive the purchase price, except that Plessen should receive \$10.00 from the purchase price as consideration for such conveyance. Hamed and Yusuf should split the stamp taxes and other costs of transfer. In the event Yusuf becomes the purchaser of Plaza Extra – West, either through the process described in this paragraph or in the bidding process described below, Hamed should be required to take such action as necessary to cancel and discharge of record any leases or other agreements affecting the Plaza West Parcel.

If for any reason Hamed or this Court are unwilling to approve Yusuf’s suggested disposition of Plaza Extra – Tutu Park and Plaza Extra – West, the only fair and simple solution for each partner to have an equal opportunity to acquire these stores and simultaneously maximize the value of these important partnership assets is to implement an open bidding process to be supervised by the Master. In order to make this bidding process fair and truly competitive, the Court must squarely address the validity of the lease from Plessen to the New Hamed Company in light of Yusuf’s Motion for Reconsideration. Obviously, unless the Motion

for Reconsideration is granted and the parties are put back into the positions they were in before the lease was improvidently approved, Hamed will have an unfair competitive advantage in acquiring Plaza Extra – West because Yusuf would have little or no incentive to bid on property that is subject to a 30 year lease with the Hameds.

Yusuf submits that the Master should convene a meeting at which Hamed, Yusuf, and any representative they choose will appear and be prepared to bid for Plaza Extra – Tutu Park and Plaza Extra – West. At such meeting, the Master will direct one partner to open the bidding for Plaza Extra – Tutu Park and the other partner to open bidding for Plaza Extra – West including the Plaza West Parcel. Each partner shall respond to the opening bid of the other partner by either accepting such offer or by increasing the amount offered by a least \$500,000 per store. This process will continue at \$500,000 increments per store until the Master has determined that Hamed and Yusuf have agreed on the purchase or sale of Plaza Extra – Tutu Park and Plaza Extra – West.

The partnership assets being sold in connection with Plaza Extra – Tutu Park consists of the leasehold interest where such store is located, the inventory, equipment, and leasehold improvement at such store, and the Tutu Park Litigation. The bidding for Plaza Extra – Tutu Park should be for the combination of the leasehold interest, equipment, leasehold improvements, and Tutu Park Litigation plus 50% of the landed cost of the Plaza Extra – Tutu Park inventory.

The bidding for Plaza Extra – West should be for the Plaza West Parcel inclusive of all improvements and equipment located on such premises plus 50% of the landed cost of the Plaza Extra – West inventory. Whoever ends up purchasing the Plaza West Parcel should be entitled to a recordable easement for the existing sewage line servicing Plaza Extra – West provided the

owner of the servient parcel, Plessen, shall also have the right to tap into such sewer line.

The foregoing process avoids continued litigation regarding the hotly contested lease to the New Hamed Company, time consuming and expensive appeals, and maximizes the value of the Plaza Extra – Tutu Park and Plaza Extra – West stores to the partnership.

* * *⁵

5) Plaza Extra Name

Yusuf objects to Hamed's ownership and operation of Plaza Extra – West for all the reasons set forth above. In no event should Hamed be allowed to operate under the trade name "Plaza West." Given the close interrelationship between the two St. Croix stores for the last fourteen years in dealing with vendors, suppliers, and customers, allowing Hamed to use "Plaza West" as a trade name would create significant confusion. If Yusuf purchases Plaza Extra – West, he should be allowed to continue using the "Plaza Extra" name in the operation of the two St. Croix stores. If Hamed purchases Plaza Extra – Tutu Park, he should be allowed to continue using the Plaza Extra name in connection with that store provided the location of the store is always identified with the use of the trade name.

* * *

Step 3: Continued Employment of Employees

The Court's proposed plan provides:

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed. Although approval of this plan should avoid any need to comply with provisions of the Virgin Islands Plant Closing Act, to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the

⁵ Omission of a section or step of the Court's proposed plan simply means Yusuf has no comments, objections or recommendations regarding same.

winding up and closure of the Partnership business.

These provisions suggest that Hamed has some continuing role to work with Yusuf as the Liquidating Partner. This would be inconsistent with Section 3 of the proposed plan, which makes Yusuf the Liquidating Partner with the “exclusive right and obligation to wind up the partnership pursuant to this Plan under the supervision of the Master.” Furthermore, this language suggests that Yusuf would be required to continue the employment of the Hamed sons in the Plaza Extra – East store, notwithstanding the provisions of § 8(1) of the Court’s proposed plan that upon payment for the inventory, equipment and leasehold improvements, Yusuf “will assume full ownership and control and may continue to operate the business Plaza Extra – East without any further involvement of Hamed or the Hamed sons”

Step 4: Liquidation of Partnership Assets

Although Yusuf has no objection to conferring with Hamed to inventory all “non-Plaza Extra Stores Partnership Assets,” whatever they may be,⁶ this provision may be misconstrued to suggest that Yusuf, as the Liquidating Partner, must secure Hamed’s agreement before he can implement any plan to liquidate such assets. This provision should be clarified so that it is consistent with Section 3 of the Court’s proposed plan and cannot be misconstrued to allow Hamed’s interference with the Liquidating Partner’s exclusive right to wind up the partnership under the supervision of the Master.

* * *

Yusuf recommends adding another Step to the Court’s proposed plan similar to § 8(B)(3) (Step 4) of the United/Yusuf Plan entitled “Use of Available Cash and Encumbered Cash To

⁶ All of the competing plans used the same balance sheet reflecting complete agreement on what comprised the partnership assets. See Balance Sheets attached as Exhibit B to all three competing plans.

Purchase Partnership Assets.” Yusuf suggest the following language:

This Plan is conditioned upon the ability of Hamed and Yusuf to use their 50% interest in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. Any such use shall be subject to the approval of the Court and, to the extent necessary, the District Court.

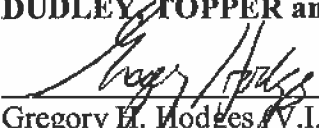
Yusuf respectfully requests this Court to take into consideration his foregoing comments, objections, and recommendations and to modify the Court’s proposed plan accordingly.

Respectfully submitted,

DUDLEY TOPPER and FEUERZEIG, LLP

Dated: October 21, 2014

By:


Gregory H. Hodges (V.I. Bar No. 174)
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com

and

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)
The DeWood Law Firm
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830
Telephone: (340) 773-3444
Telefax: (888) 398-8428
Email: dewoodlaw@gmail.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October, 2014, I caused the foregoing **FATHI YUSUF'S COMMENTS, OBJECTIONS AND RECOMMENDATIONS CONCERNING THE COURT'S PROPOSED PLAN** to be served upon the following via e-mail:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

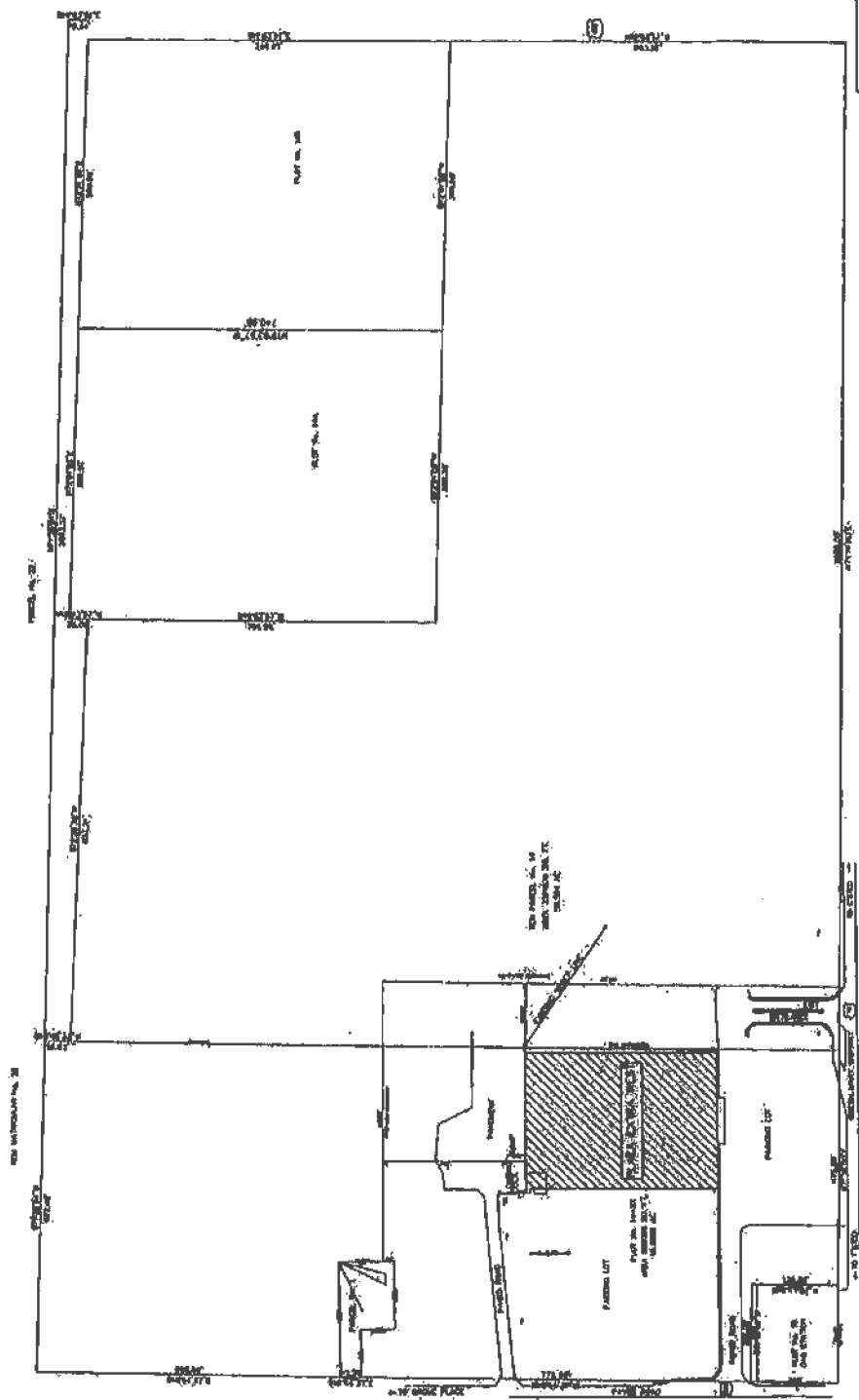
Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar A. Ross
Email: edgarrossjudge@hotmail.com

Michele Barty

R:\DOCS\6254\1\DRFTPLDG\15E4712.DOC

EXHIBIT
" A "



SEPARATION OF PLOT No. 14 XI
FROM REMAINDER PARCEL No. 14
ESTATE FLESSER
PRINCE GEORGE ST. CHARLES, USVI

S.G. ANTLEMAN ENGINEERS, INC.
Professional Engineers
1000 ...
... 370-4

DATE: 2/15/02
SCALE: 1" = 50' 0"
DRAWN BY: ...
CHECKED BY: ...
APPROVED BY: ...

PRELIMINARY

DATE	2/15/02
SCALE	1" = 50' 0"
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...

DATE	APP	NO.	1/1/72
PREPARED BY	REVISED BY	DATE	1/1/72
SHEET 2 OF 2			

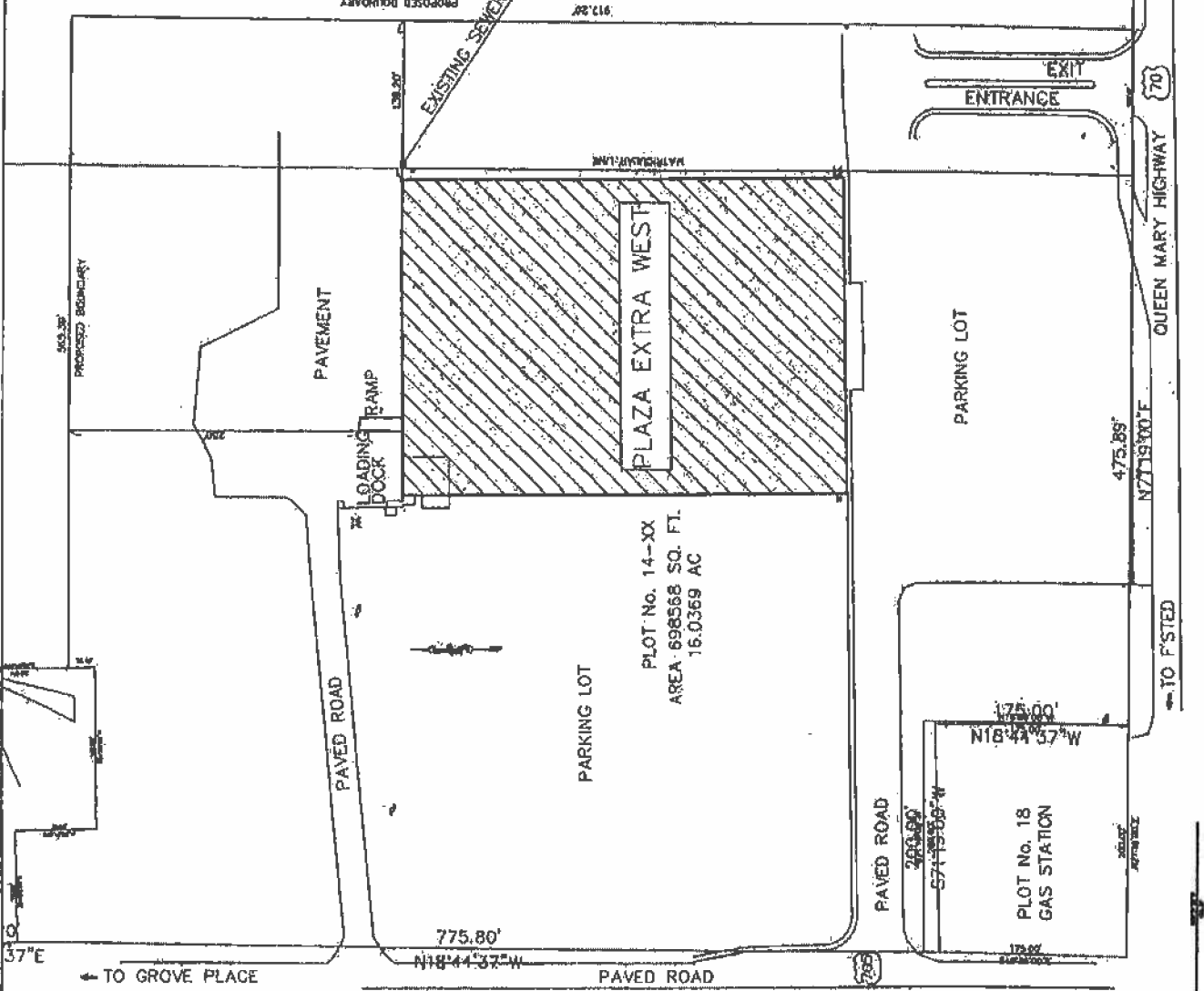
REM PARCEL No. 14
 AREA 2594616 SQ. FT.
 59.564 AC

PRELIMINARY

SEPARATION OF PLOT No. 14XX
 FROM REMAINDER PARCEL No. 14
 ESTATE PLESSER
 PRINCE QUARTER, ST. LOUIS, MISSY.

R.G. ANTHELIAN ENGINEERS INC.
 560-778-3888

DATE: 1/1/72
 SCALE: 1" = 100'-0"
 SHEET NO. 2 OF 2



TO C'STED

70

QUEEN MARY HIGHWAY

TO F'STED