



The Cattie Law Firm, P.C.

U.S. Virgin Islands EST. 2010

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August 26, 2025

Via e-mail only to: mpotter@legvi.org

The Hon. Milton E. Potter-Senate President
Legislature of the Virgin Islands
Capitol Building, Charlotte Amalie
P.O. Box 1690
St. Thomas, Virgin Islands 00804

Re: The Marsh Sisters' Trust

President Potter and members of the Thirty-Sixth Legislature of the Virgin Islands:

My name is David Cattie and I am an attorney for the Summers' End Group, LLC. I was born and raised in Philadelphia, Pennsylvania, but moved to the Virgin Islands more than 20 years ago to serve the People of the Virgin Islands as an attorney. Since moving to St. Thomas, I have served as coach in the Appellate Moot Court Competition for several years on behalf Charlotte Amalie High School. Additionally, I have served on the board for the Office of the Territorial Public Defender, and volunteered for the District Court's Criminal Justice Act Panel representing indigent defendants. I have been assisting Summers' End in its endeavors to bring a world-class marina to St. John. It has been my pleasure to work alongside Chaliесе Summers, Rick Barksdale and the late Mr. Robert O'Connor Jr. on this project. It has always been the goal of the late Mr. Bob O'Connor, Chaliесе and Rick to bring this project to fruition for the benefit of the whole Virgin Islands but, particularly, the People of St. John. As I know you are all aware, the economic opportunities on St. John are too few and pay too little for generational St. Johnians to raise their families there. This issue was only heightened by Covid which saw many people convert their homes to short-term rentals which exacerbated the lack of affordable housing for everyday St. Johnians. The goal of Summers' End is to bring well-paying full-time jobs to Coral Bay to stop the drain of local people moving to other places for economic opportunity. St. Johnians deserve to be able to live and raise their families on St. John, and Summers' End's project presents the best opportunity for large scale entrepreneurial opportunities for St. Johnians for economic development in Coral Bay in decades.

I was asked today to address the pending litigation between the beneficiaries of the Marsh Sister's Trust and Summers' End. As you may be aware, there has been litigation between Summers' End and the beneficiaries regarding a lease entered between the parties. The lease between the Marsh Sisters' Trust and Summers' End remains in good standing and was negotiated in good faith between the principles who shared the same goal in bringing this economic development project to Coral Bay.

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Summers' End has paid all monies owed under the lease and has granted an ownership interest in the project to the Marsh Sister's Trust making the Marsh Sister's Trust an owner in the Summers End project establishing a legacy of economic sustainability for the beneficiaries of the Marsh Sister's Trust. To resolve the dispute between the parties, Summers' End has made numerous attempts to engage in settlement discussions with the family to resolve their concerns. During negotiations between the party's legal representation, Adrian Dudley and myself, the sale of the property to Summers End was encouraged by the family's legal counsel and not Summers End. Ultimately, Summers' End negotiated in good faith and offered a purchase price for the Marsh Sister's Trust property well in excess of comparable properties. The Marsh beneficiaries negotiated the final price and the parties agreed on a sale of the property which resolved all litigation between them and Summers' End.

Based on that agreement, the parties filed a Joint Notice of Pending Settlement on November 4, 2024 which expressly stated that **"the parties have come to a settlement and resolution of all outstanding issues/claims between them in the above captioned matter"**:

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

GARY LOPEZ as Executor of the Estate of)		
MINERVA MARSH VAZQUEZ,)		
and EGLAH MARSH CLENDINEN)		CIVIL NO.: ST-2021-cv-00124
By her attorneys in fact, Jacqueline)		
Cleldinen and Ernie Cleldinen,)		ACTION: FOR DECLARATORY
		RELIEF, UNJUST ENRICHMENT,
Plaintiffs,)		and <i>QUANTUM MERUIT</i>
v.)		JURY TRIAL DEMANDED
SUMMERS END GROUP, LLC)		
Defendant)		

JOINT NOTICE OF PENDING SETTLEMENT

NOTICE IS HEREBY GIVEN by Plaintiffs and Defendant, by and through their undersigned counsels, that the parties have come to a settlement and resolution of all outstanding issues/claims between them in the above captioned matter. The Parties further advise the Court that they will file a Stipulation of Dismissal with Prejudice of all claims upon execution of the settlement documents by the Parties. That process is anticipated to be complete within 60 days as it includes the conveyance of real property.

Respectfully submitted,

<p style="text-align: center;">Dudley Rich, LLP</p> <p>By: <u>/s/ CAROL A. RICH</u> Carol A. Rich, Esq. V.I. Bar No. 171 5194 Dronningens Gade, Suite 3 St. Thomas, V.I. 00802 Telephone: (340) 776-7474 Email: crich@dudleylaw.com</p> <p style="text-align: center;"><i>For Plaintiffs</i></p> <p>Date : November 4, 2024</p>	<p style="text-align: center;">The Cattie Law Firm, P.C.</p> <p>By: <u>/s/ DAVID J. CATTIE</u> DAVID J. CATTIE, ESQ. V.I. Bar No. 964 1710 Kongens Gade St. Thomas, Virgin Islands 00802 Telephone: 340.775.1200 Facsimile: 800.878.5237 david.cattie@cattie-law.com</p> <p style="text-align: center;"><i>For Defendant</i></p> <p>Date : November 4, 2024</p>
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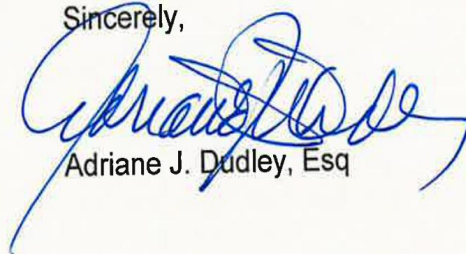
(Ex. 1; November 4, 2024 Notice to the Court.)

On November 12, 2024 Attorney Dudley, the counsel for the Marsh beneficiaries, sent a letter stating:

Re: Marsh v Summers End –SEG Letter

On behalf of my clients, the Eglah and Minerva Marsh families, I can state that they have agreed to terms with Summers End Group. We are reviewing and drafting the paperwork necessary to complete the transaction.

Sincerely,



Adriane J. Dudley, Esq

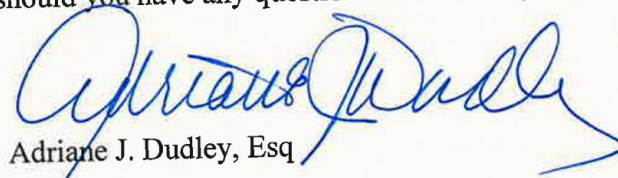
(Ex. 2; November 12, 2024 Letter from Dudley.)

On November 15, 2024 Attorney Dudley sent a letter to this body confirming that the parties had agreed to settle the outstanding litigation and for the sale of the subject property to Summers' End:

Dear Senators,

I represent the Clendinen family in their negotiations with Summer's End Group. I want to assure you that they are not being forced to sell their property for back taxes. The taxes are minimal and have been paid by one or more of this family's members. Whoever has written or otherwise contacted you does not represent my clients, the principals of the Marsh / Clendinen family. To the contrary, we have reached an agreement with Summer's End Group to settle the litigation and close a sale of their property. I trust that this letter will serve to contradict any representations to the contrary you may have received.

Please contact me should you have any questions or concerns,



Adriane J. Dudley, Esq

(Ex. 3; November 15, 2024 Letter from Dudley.)

Subsequently, there was an apparent breakdown between the Marsh beneficiaries and their attorneys. Dudley Rich filed a motion asking to be removed as attorneys for the Marsh family. On August 1, 2025, the Superior Court granted Dudley Rich's motion to withdraw as counsel. The Court granted the family until August 29, 2025 to obtain new counsel or to advise the Court that they would be proceedings *pro se*. While neither myself nor Summers' End are privy to the details of why Dudley Rich withdrew as counsel, we have kept the lines of communication open with the family and have advised them that we are ready to close on the subject property per our mutual agreement.

To the extent a dispute remains between the Marsh beneficiaries and Summers' End, that issue should be resolved in the Judicial branch, not the Legislative branch. I am aware that there are some forces in St. John, like David Silverman, seeking to de-rail this project through any means necessary. Their motives are selfish and ultimately harmful the Virgin Islands. Summers' End has spent millions of dollars in hard costs to bring the marina project forward. I shudder to think of the message killing this project now would send to potential investors exploring the possibility of investing in the USVI and her People. To be certain, if the Summers' End project is killed, it will spur more litigation trying up properties in St. John for many years to come. While that may serve the interests of David Silverman and his supporters, it will be detrimental to the people of St. John and the whole Virgin Islands. Summers' End stands ready and willing to pay the Marsh beneficiaries well in excess of the market rate for the subject property. If the permit is not modified as requested, the value of the Marsh property drops dramatically and those beneficiaries will be left worse off. For their good, and the good of the People of the Virgin Islands, I beseech this body to do the right thing and affirm the modification to the permit.

Even if the absence of a sale of the subject parcel, Summers' End's lease with The Marsh Sister's Trust is in good standing. Summers' End has made every payment negotiated and required under the terms of the lease and the addendums.

The Original Lease between the parties was executed in 2012, with an addendum executed by the parties in 2013, and a Second Addendum signed for the Trust properties in 2016. Sadly, Save Coral Bay and David Silverman have been falsely suggesting to the Trust that if they can kill the Summers' End project, they will assist the Marsh Trust in some other beneficial use of the land. This is a truly cynical attempt to have the relationship between Summers' End and the Trust devolve. Mr. Silverman believes that if he can force the Marsh Trust and Summers' End into litigation, he can kill the project and tie up Summers' End and the Trust properties in Court for several years. If he can do that, he is "killing two birds with one stone." He can stop the project and tie up the Marsh properties in litigation for years, thus precluding any development at all. Thus, he would get what he truly desires, **No Development in Coral Bay.**

Both Eglah Clendinen and Minerva Marsh executed the Trust documents on November 1, 2004 and further executed quitclaim deeds for the subject properties on November 1, 2004 and November 4, 2004, respectively. The execution of the Trust documents and the execution of the quitclaim deeds established and funded the Trust in accordance with Virgin Islands' law. A quitclaim deed to a Trust properly funds and establishes a Trust as a matter of law in the Virgin Islands (even if neither is not

recorded). Our Supreme Court affirmed this issue *King v. Appleton*, 2014 WL 4968290 (V.I. Oct. 6, 2014).

There has also been some suggestion of irregularity about whether the Marsh Sister's signed the Trust. Both the Marsh Sisters and the Successor Trustees have executed numerous documents recognizing the existence of the Trust in the nearly 16 years since inception. Furthermore, on March 13th and March 15th, 2006, Eglah Clendinen Marsh and Minerva Marsh, respectively, executed the *Trustee's Certification* further attesting that each had, in fact, created the Trust. That document attested that the sisters were:

2. ...the initial Trustees of the **MARSH SISTERS TRUST, dated November 1, 2004 (the "Trust")**. We retain our capacity as Trustees. (emphasis in original).
3. A true and accurate, copy of the Trust is attached hereto as **Exhibit A**. The Trust has not been amended and has not been dissolved since its declaration on November 1, 2004.
4. All provisions of the Trust remain in full force and effect.

Moreover, in December 2019, Jacqueline Clendinen named herself as the successor Trustee of Eglah Clendinen for the Trust, and Gary Lopez did the same on February 10, 2020. In executing these documents, both the then Trustees and the successor Trustees drafted and executed a document stating:

Whereas, effective as of November 1, 2004, Eglah Marsh Clendinen and Minerva Marsh Vasquez, as the Grantor/Settlors, and as Trustees, executed "The Marsh Sisters' Family Trust dated November 1, 2004" (the "Trust");

The succession documents also stated:

I, Jacqueline Clendinen, a/k/a Jacquelyn Clendinen, do hereby accept my appointment as Successor Trustee.

I, Gary Lopez, do hereby accept my appointment as Successor Trustee.

As such, the contention that the Trust was not created or that it was not executed is belied by the documents crafted by the lawyers for the Trust, and executed by the Trustees and Successor Trustees. No challenge to the existence of the Trust has ever been filed by any Trustee or beneficiary of the Trust, and the time that anyone could have done so is long-passed.

There has further been a suggestion that the 2016 Second Addendum to the Original Lease could not be signed by Eglah Clendinen because she had named Jacqueline Clendinen as her "Power of Attorney" in 2015. Signing a Power of Attorney does not divest a person of acting on her own behalf, it only grants another party to act on her behalf as well. It is axiomatic that a principal does not divest herself [here Eglah Clendinen] of authority to manage her affairs simply by granting another the authority also to act on her behalf. Eglah Clendinen had full authority to

execute the Second Addendum on September 1, 2016. In fact, her sister executed that same document two months later on November 1, 2016. If there had been some irregularity with that document, Minerva Marsh would not have executed it two months after her sister, particularly with Gary Lopez, her successor Trustee, acting as the witness thereto.

There has also been some contentions about some earlier lease between the Trust and an entity called “Coral Bay Marina” in 2004. To be sure, that Lease is not part of this proposal and the Trust has already recognized and categorized the August 2, 2012 lease as the “Original Lease” between the parties in various documents. While there was an issue raised about a signature missing a witness, a witness is not required for a lease. More importantly, in the 2016 Addendum the Trust recognized the August 2, 2012 lease as the operative lease, along with the assignment to Summers’ End and the 2013 First Addendum. Summers’ End paid the Trust \$10,000 for the 2013 Addendum and \$25,000 for the Second Addendum. In addition to the lease payments, Summers End granted an ownership interest in the Summers End project to the Marsh Sister’s Trust making the members of the Summers End Group and owners in the entire development as additional compensation for the life of the project. Summers End has also supported and assisted in sub-lease agreements to assist the Marsh Sister’s Trust in potential sub-leasing of the property during the completion of this permitting process. The Sub-leases were drafted to essentially pass through rents collected directly to the family during this so they could generate additional revenues while Summers End principles complete the permitting process and prior to the development of the planned marina. The same sub-lease agreement with direct rent passthroughs were also created for Calvert Marsh Inc., the other lease partner of Summers End, who took full advantage of the arrangement generating a steady income stream for them. The Trust accepted both payments in accordance with the agreements. As a matter of law, each of those documents is in good standing today. In closing and according to the lease requirements, Summers End will be investing in the Marsh Sister’s Trust property and constructing millions of dollars of improvements to the family’s land and this will be a lasting legacy for the beneficiaries of the trust. The purpose of The Marsh Sister’s Trust, created by the sisters Eglah and Minerva was to protect the land, bring a marina to Coral Bay, and create this legacy and long-term passive income for their heirs. That is exactly what Summers End is dedicated to fulfilling under the current lease conditions. Should the beneficiaries prefer to sell the property, Summers End has negotiated in good faith to pay well over current market comparable. Under either scenario, Summers End is dedicated to fulfilling its contractual obligations and will continue to move forward in good faith to finalize the necessary agreements to complete these transactions.

Again, I thank you and your colleagues for taking the time to consider my testimony.

Sincerely,

David Cattie

DAVID J. CATTIE, ESQ.

cc:

Sen. Kenneth L Gittens; senatorgittens@legvi.org
Sen. Avery L. Lewis; senatoraverylewis@legvi.org
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