

## Marsh Family Says They Are Being Pressured to Sell Coral Bay Land as Summer's End Lease Dispute Deepens Amid Failed Permit Extension

Jacquelyn Clendenin testified that her family has spent over \$100,000 fighting Summer's End, which she says exploited her mother's dementia to alter a lease that waived rent. The developer insists the lease is valid and settlement terms were pursued.

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Jacquelyn Clendenin, trustee of the Marsh Sister Trust, testifies that her family has been financially drained and pressured amid a disputed lease with Summer's End over waterfront property in Coral Bay, St. John. By. V.I. LEGISLATURE.

The rightful owners of waterfront property in Coral Bay, St. John say they are being “bullied, overwhelmed, financially strained, and now pressured” into selling their inherited property to the Summer’s End Group, LLC.

Jacquelyn Clendenin is a trustee of the Marsh Sister Trust. Last week, she appeared before the Committee of the Whole during the discussion on Bill 36-0145, [a failed request](#) to ratify the extension of the Coastal Zone Management Commission’s permit for the development of a marina in Coral Bay.

According to Ms. Clendenin, her mother and sister, the original trustees of the land, entered into a lease agreement with the Summer’s End Group for the property in 2013. The decision to formalize that agreement was based on “faith in a close friend” who “assured them this was a good investment.” In 2014, a yearly lease payment of \$65,000 was agreed upon. However, Ms. Clendenin testified that the arrangement “all broke down in 2016.”

She says that in 2016, her mother, who was “already diagnosed as having dementia” was taken to sign additional documentation “without anyone’s authority to sign another amendment.” Ms. Clendenin did not say who took her mother, but claims that the elderly woman was without legal representation. The added language included a clause that provided “a waiver for the Summer’s End Group from all unpaid prior lease, if there were any, and eliminate all future lease payments.” She explained that the arrangement would be valid until the developer received “all necessary permits and construction begins on the marina.” Therefore, she noted that for the past nine years, “the Summer’s End has not been held responsible to pay any rent or land lease for the family’s leased property in Coral Bay.”

With the CZM permit extension denied and the federal permit depending on the approval of local regulators, it is now unclear when any construction will begin.

“We have made numerous attempts to rectify this matter by attempting to void the lease,” she explained. However, “Summer’s End has been saying they have a valid lease and that’s why we’re here today in this predicament.” While the family was initially willing to negotiate the lease terms, the Marsh family is now “united in its wish to just terminate the lease.” Their litigation efforts have thus far cost them “over \$100,000 and more in legal fees trying to protect our property.”

Now, Ms. Clendenin says the family feels pressured to “settle” for the developer’s offer for the land.

David Cattie, an attorney for the Summer’s End Group, felt differently. “The lease between the Marsh Sister Trust and Summer’s End remains in good standing, and it was negotiated in good faith,” he asserted. He informed the committee that the developers had made “numerous attempts to engage in settlement discussions.”

In 2024, correspondence from the family’s then-lawyer to the Legislature stated that “we have reached an agreement with Summer’s End Group to settle the litigation and close the sale of the property.” According to Mr. Cattie’s testimony, that letter supported correspondence submitted to the developers that the family had “agreed to terms with the Summer’s End Group” and was “reviewing and drafting the paperwork necessary to complete the transaction.”

That attorney has since withdrawn as the family’s representative. The Marsh family was instructed to secure a new attorney by August 29th. Ms. Clendenin did not confirm whether new representation was secured, but her comments about the financial burden on the family suggested otherwise.

Mr. Cattie, however, is resolute that the lease is valid. The developers, he said, “will be investing in the Marsh Sister Trust property and constructing millions of dollars of improvements to the family's land.” He further stated that “should the beneficiaries prefer to sell the properties, Summer's End has negotiated in good faith to pay well above market comparable properties.” The Summer's End agreement also offers the family “legacy ownership” in the marina project.

The lease dispute adds an additional layer of controversy to the project that has been tied up with permitting delays, revisions, reengineering, litigation, and public opposition.

The situation gave lawmakers pause. “You have individuals saying you're not really negotiating in good faith with us,” noted Senator Alma Francis Heyliger. “I'll stand by what I said years ago. I don't support this, as long as the family is not made whole,” stated Senator Dwayne DeGraff.

Senator Novelle Francis tried to create some separation. “We can't get involved in what negotiation is going on in respect to the families,” he advised. Senator Ray Fonseca, however, wondered whether the Marsh family could identify a “path forward.”

“I think we've been pushed so far that some of the family are divided,” Ms. Clendenin replied. “This family is losing a generational piece for the rest of their lives.”

For Mr. Cattie, the contention should have long been resolved. “They made a demand. We offered millions more than the comparable properties in the neighborhood. That was their proposal. We accepted it. Until recently, we thought that this had been resolved.”

With the developer's [permit extension request not granted](#), Mr. Cattie predicted “years and years of more litigation, and the Clendenin family, which is entitled to be compensated for its property, is not going to be compensated during that time.”