

FILED

February 27, 2023 09:55 PM

SCT-Civ-2022-0119
VERONICA HANDY, ESQUIRE
CLERK OF THE COURT

IN THE SUPREME COURT OF THE VIRGIN ISLANDS

CASE NO. SCT-CIV-2022-0119

GEORGE FRANCIS,

Plaintiff/Appellant,

v.

EDWARD A. FRANCIS and JAMES L. FRANCIS

Defendants/Appellees

An Appeal from the Superior Court of the Virgin Islands

Division of St. Thomas & St. John, Case No. ST-2020-CV-00190

JOINT APPENDIX

JECHONIAS S. JAMES, ESQ.

V.I. Bar No. 2139

JECHONIAS S. JAMES, P.C.

8168 Crown Bay Marina

Ste. 505-541

St. Thomas, V.I. 00802

Tel: +1.340.474.2104

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TABLE OF CONTENTS

Superior Court Cover Letter and Docket Sheet.....	JA001
Notice of Appeal.....	JA011
Adjudication and Amended Findings of Fact Conclusion of Law, George Alphonso Francis v. Priscilla Soto ST-2020-CV-00392.....	JA014
Docketing Letter, George Francis v. Edward Francis, ST-2022-CV-00061.....	JA021
Verified Complaint.....	JA022
James Answer.....	JA026
Edward Answer.....	JA029
Edward Motion to Dismiss.....	JA031
Order Denying Edward’s Motion to Dismiss.....	JA039
Hearing Record.....	JA041
Plaintiff’s Ex Parte Mediation Summary.....	JA042
Mediated Settlement Agreement.....	JA047
John-Baptiste December 8, 2021 Email.....	JA053
Miller December 17, 2021 Email.....	JA054
John-Baptiste February 9, 2022 Email.....	JA055
Miller February 10, 2022 Email.....	JA056
Miller February 11, 2022 Email.....	JA057
Miller Email to Client.....	JA058

Contract for Sale.....	JA059
Revised Contract for Sale.....	JA064
George Miller, Esq. Motion to Withdraw.....	JA069
Motion to Enforce Mediated Settlement Agreement.....	JA071
Motion to Rescind the Mediated Settlement Agreement.....	JA074
Edward Opposition Motion to Rescind the Mediated Settlement Agreement.....	JA76
James Opposition to Motion to Rescind the Mediated Settlement Agreement.....	JA080
Renewed Motion for an Order Enforcing the Mediated Settlement Agreement.....	JA082
Superior Court Order, dated December 5, 2022.....	JA084
Appraisal Report.....	JA085

[JOINT APPENDIX FOLLOWS]

FILED

January 18, 2023 11:58 AM

ST-2020-CV-00190

TAMARA CHARLES
CLERK OF THE COURT

**SUPERIOR COURT OF THE VIRGIN ISLANDS
OFFICE OF THE CLERK
DIVISION OF ST. THOMAS / ST. JOHN**

Date: January 18, 2023

Veronica Handy, Esq.
Clerk of the Court
Supreme Court of the Virgin Islands
P.O. Box 590
St. Thomas, USVI 00801

CASE CAPTION: George Francis vs. Edward A. Francis and James L. Francis

SUPER. CT. CASE NO. ST-2020-CV-00190 SCT CASE NO. SCT-CIV-2022-0119


Dear Attorney Handy:

Pursuant to the Supreme Court's Scheduling Order entered on **January 17, 2023**, in the above-noted case, which requires this office to file the e-Record on or before **January 27, 2023**, please find enclosed an Index of documents required and the documents referenced therein.

This letter further serves as the Certificate of Completion.

Sincerely,

TAMARA CHARLES
CLERK OF THE COURT


By: Paula Claxton
Court Clerk III

Received by: _____
Dated: _____

JA001

January 18, 2023

INDEX

CASE CAPTION: George Francis v. Edward A. Francis and James L. Francis

SUPER. CT. CASE NO. ST-2020-CV-00190 SCT CASE NO. SCT-CIV-2022-0119

DOCUMENT (S)	PAGES NOS.
CERTIFIED DOCKET SHEET:	06
ORDER DATED: <u>December 5, 2022</u>	02
COVER LETTER:	01
TOTAL PAGES:	09

Sincerely,

TAMARA CHARLES
CLERK OF THE COURT

By: Paula Clayton
PAULA CLAXTON
COURT CLERK III

FILED

December 05, 2022 12:42 PM

ST-2020-CV-00190

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,

Plaintiff,

EDWARD ALEXANDER FREANCIS AND
JAMES LAWRENCE FRANCIS

Defendant.

CASE NO. ST-20-CV-00190

ACTION FOR PARTITION

ORDER


THIS MATTER is before the Court on Defendant's Motion to Enforce the Mediated Settlement Agreement in which Defendant James Lawrence Francis Joins. The Court being fully advised of the premises and satisfied thereof, it is hereby

ORDERED, that the Motion is **GRANTED**; and it is further

ORDERED, that Plaintiff George Francis shall execute within seven (7) days of this Court's Order the Contract of Sale presently executed by Edward Francis and James Lawrence Francis and it is further

ORDERED, that a copy of this Order shall be served on Plaintiff George Francis and copies directed to counsel of record for the respective parties.


Dated: December 5, 2022



HON. SIGRID M. TEJO
Judge of the Superior Court
of the Virgin Islands

ATTEST:

TAMARA CHARLES
Clerk of the Court



Donna D. Donovan
Court Clerk Supervisor
12/8/2022

CERTIFIED TO BE A TRUE COPY
This 18th day of Jan. 20 23
TAMARA CHARLES
CLERK OF THE COURT

By Paula Clayton Court Clerk III

FILED

December 08, 2022 12:46 PM
ST-2020-CV-00190
TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
District of St. Thomas/St. John

GEORGE A. FRANCIS,
Plaintiff

Case Number: ST-2020-CV-00190
Action: Partition And Quiet Title

v.

EDWARD A. FRANCIS et al,
Defendant.

**NOTICE of ENTRY
of
AN ORDER**

To: Jechonias S.E. James, Esq.

Pedro K. Williams, Esq.
Darren John Baptiste, Esq.

Please take notice that on December 08, 2022
a(n) Order Granting Motion
dated December 5, 2022 was/were entered
by the Clerk in the above-titled matter.

Dated: December 08, 2022

By: Tamara Charles
Clerk of the Court

Donna D. Donovan
Court Clerk Supervisor

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
72	01-17-2023 04:03 PM	Notice - Notice From The Supreme Court Regarding Appeal Received	Official		Supreme Court Scheduling Order received. ORDERED that pursuant to V.I.R.App.P. 11(b), the Clerk of the Superior Court SHALL FILE the E-RECORD on or before January 27, 2023.	Supreme Court of the Virgin Islands
71	01-03-2023 12:09 PM	Notice - Notice From The Supreme Court Regarding Appeal Received	Official		Supreme Court Docketing Order received. Appeal Docketed as SCT-CIV-2022-0119.	Supreme Court of the Virgin Islands
70	01-03-2023 12:03 PM	Notice - Notice From The Supreme Court Regarding Appeal Received	Official		Notice from the Supreme Court Regarding Appeal received.	Supreme Court of the Virgin Islands
69	12-08-2022 12:46 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
67	12-05-2022 12:42 PM	Order - Order Granting	Official		Order Granting Defendant's Motion to Enforce the Mediated Settlement Agreement in which James Lawrence Francis Joins. And it is further Ordered that George Francis shall execute within (7)days of this Court's Order that Contract of Sale presently executed by Edward Francis and James Lawrence Francis.	Hon. Sigrid M. Tejo
68	12-05-2022 04:09 PM	Motion - Motion Received	Official		Renewed Motion For An Order Enforcing Mediated Settlement Agreement	Darren John-Baptiste On Behalf of EDWARD A. FRANCIS
66	04-20-2022 09:04 AM	Motion - Memorandum Of Law Received	Official		Memorandum Of Law Received	Pedro K. Williams On Behalf of JAMES L FRANCIS
65	04-20-2022 09:04 AM	Notice - Exhibit	Official		Exhibit	Pedro K. Williams On Behalf of JAMES L FRANCIS
64	04-20-2022 09:04 AM	Notice - Exhibit	Official		Exhibit	Pedro K. Williams On Behalf of JAMES L FRANCIS
63	04-20-2022 09:03 AM	Notice - Exhibit	Official		Exhibit	Pedro K. Williams On Behalf of JAMES L FRANCIS
62	04-20-2022 09:00 AM	Motion - Motion Received	Official		Opposition To Motion To Rescind The Mediated Settlement Agreement Received	Pedro K. Williams On Behalf of JAMES L FRANCIS

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
61	04-16-2022 06:13 PM	Response - Opposition Received	Official		Opposition Received - Defendant Edward Francis Opposition to Plaintiff's Motion to Rescind the MSA	Darren John-Baptiste On Behalf of EDWARD A. FRANCIS
60	04-08-2022 11:58 AM	Notice - Notice Of Entry	Official		NOTICE OF ENTRY OF ORDER DATED 4/4/22 ISSUED OT THE PARTIES	
59	04-04-2022 11:56 AM	Order - Order Signed	Official		Order Signed	
58	03-30-2022 06:46 PM	Hearing - Record Of Proceeding	Official		Record Of Proceeding	
57	03-29-2022 04:32 PM	Motion - Motion Received	Official		Motion To Rescind the Mediated Settlement Agreement Received	Jehonias S.E. James On Behalf of GEORGE A. FRANCIS
56	03-29-2022 04:31 PM	Motion - Memorandum Of Law Received	Official		Memorandum Of Law Received	Jehonias S.E. James On Behalf of GEORGE A. FRANCIS
55	03-07-2022 10:16 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
54	03-07-2022 10:07 PM	Order - Order Approving	Official		Order Approving Substitution of Counsel. Ordered that said Stipulation is Approved and that Atty. Jehonias S. James is hereby recognized as counsel of record for Plaintiff, George Francis.	Hon. Sigrid M. Tejo
53	03-02-2022 09:17 AM	Motion - Motion Received	Official		Motion to enforce settlement and Exhibits Received Submitted by Darren John-Baptiste, Esq.	Darren John-Baptiste On Behalf of EDWARD A. FRANCIS
52	03-01-2022 12:30 PM	Motion - Motion Received	Official		Motion for Stipulation and Substitution of Counsel Received	George M. Miller On Behalf of GEORGE A. FRANCIS
51	03-01-2022 09:49 AM	Notice - Notice of Appearance	Official		Notice of Appearance-JECHONIAS S. JAMES, P.C.	GEORGE A. FRANCIS
49	02-28-2022 04:19 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
50	03-01-2022 08:26 AM	Notice - Notice to the Court	Official		Notice to the Court	Darren John-Baptiste On Behalf of EDWARD A. FRANCIS
48	02-24-2022 04:16 PM	Order - Order Scheduling Hearing	Official		Ordered that this matter is scheduled for a Motion Hearing on Wednesday, March 30, 2022, at 11:00 via Zoom Remote Access.	Hon. Sigrid M. Tejo
46	02-17-2022 02:05 PM	Notice - Notice of Filing	Official		Notice of Filing Proposed	George M. Miller On

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
					Order R: Motion to Withdraw Proposed Order Attach	Behalf of GEORGE A. FRANCIS
47	02-17-2022 02:07 PM	Motion - Motion Received	Official		Motion To Withdraw as Counsel Received Exhibits Attach	George M. Miller On Behalf of GEORGE A. FRANCIS
45	02-17-2022 11:48 AM	Motion - Motion Received	Official		Motion To Enforce Mediated Settlement Received Exhibits Attach Proposed Order Attach	Darren John-Baptiste On Behalf of EDWARD A. FRANCIS
44	02-16-2022 01:15 PM	Hearing - Record Of Proceeding	Official		Record Of Proceeding	
43	02-16-2022 11:07 AM	Hearing - Record Of Proceeding	Official		Record Of Proceeding	
42	11-10-2021 11:44 AM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
41	11-08-2021 11:42 AM	Order - Order Scheduling Hearing	Official		Ordered that this matter is scheduled for Status Conference on Wednesday, February 16, 2021, at 10:00 a.m via Zoom Remote Access or in Courtroom IV, as determined by this Court.	Hon. Sigrid M. Tejo
40	10-13-2021 10:45 AM	Hearing - Record Of Proceeding	Official		Record Of Proceeding	
39	10-06-2021 01:09 PM	Action - File Forwarded To Judge's Chambers	Official		File Forwarded To Judge's Chambers	D. DONOVAN
38	10-06-2021 12:43 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
37	10-06-2021 12:38 PM	Order - Order Approving	Official		Ordered Approving that the Stipulation for Substitution of Counsel.	Hon. Sigrid M. Tejo
36	09-22-2021 04:51 PM	Notice - Notice to the Court	Official		Stipulation For Substitution of Counsel Proposed Order Attach	Robert L. King On Behalf of EDWARD A. FRANCIS
35	09-14-2021 02:44 PM	Notice - Notice of Appearance	Official		Notice of Appearance	
34	07-26-2021 12:55 PM	Action - File Returned To Clerk's Office	Official		File Returned To Clerk's Office	D. DONOVAN
33	07-20-2021 03:04 PM	Notice - Notice to the Court	Official		Notice of Unavailability	Robert L. King On Behalf of EDWARD A. FRANCIS
32	06-02-2021 09:57 AM	Notice - Notice Of Service	Official		Notice Of Service of Plaintiff's Responses to Defendant's Request for Admissions	George M. Miller On Behalf of GEORGE A. FRANCIS
31	05-14-2021 11:11 AM	Notice - Notice Of Service	Official		Notice of Service of	Pedro K Williams,

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
					Defendants James Francis First Set of Interrogatories, Request for Admissions and Request for Production of Document Propounded on Plaintiff	Esq
30	05-11-2021 04:02 PM	Notice - Notice Of Service	Official		Notice of Service of Defendants James Francis First set of Interrogatories, Request for Admissions and Request for Production of Documents Propounded on Plaintiff	Pedro K Williams, Esq
29	05-05-2021 05:39 PM	Notice - Notice of Filing	Official		Notice of Filing Initial Disclosures	Pedro K Williams Esq
28	04-10-2021 03:38 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
27	04-07-2021 03:31 PM	Order - Order Signed	Official		Ordered that counsel for Defendant Edward Francis shall advise Defendant that communication with the Court must be made through counsel; and it is Ordered that Defendant's Pro Se, Motion for Dismissal of Case No. St-2020-CV-392 is stricken from this record and Plaintiff's Opposition to the Motion to Dismiss filed by Defendant Edward Francis is Denied as Moot.	Hon. Sigrid M. Tejo
26	04-06-2021 03:28 PM	Clerk Order - Scheduling Order	Official		Scheduling Order signed by Judge Sigrid m. Tejo. A status conference will be held on Wednesday, October 13, 2021, at 10:00 am.	Hon. Sigrid M. Tejo
25	04-06-2021 01:05 PM	Action - File Forwarded To Judge's Chambers	Official		File Forwarded To Judge's Chambers	D. Donovan
24	04-03-2021 08:48 AM	Notice - Notice Of Service	Official		NOTICE OF SERVICE OF DEFENDANT EDWARD ALEXANDER FRANCIS' INITIAL DISCLOSURES	Robert L. King, Esquire
23	03-24-2021 08:15 AM	Notice - Notice Of Service	Official		Notice of Service of Plaintiff's Initial Disclosures and Discovery Requests	GEORGE A. FRANCIS George Marshall Miller, Esquire
22	03-23-2021 01:30 PM	Notice - Notice to the Court	Official		Notice to the Court	Robert L. King, Esquire

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
21	03-18-2021 02:50 PM	Notice - Notice to the Court	Official		Notice of Filing Partial Joint Discovery and Scheduling Plan	George Marshall Miller, Esq. Pedro K. Williams, Esq. & Robert L. King, Es
20	03-18-2021 02:50 PM	Response - Response to Order	Official		Joint Discovery and Scheduling Plan	George Marshall Miller, Esq. Pedro K. Williams, Esq. & Robert L. King, Es
19	03-16-2021 03:38 PM	Response - Opposition Received	Official		PLAINTIFF'S OPPOSITON TO MOTION TO DISMISS FILED BY DEFENDANT EDWARD FRANCIS	GEORGE A. FRANCIS GEORGE MARSHALL MILLER, ESQUIRE
18	03-04-2021 04:16 PM	Notice - Notice of Entry of Judgment/Order	Official		Notice of Entry of Judgment/Order	
17	03-02-2021 04:06 PM	Order - Order Signed	Official		Order Signed by Judge Sigrid Hon. Sigrid M. Tejo M. Tejo. Ordered that by March 19, 2021, the parties shall conduct a Scheduling Conference under rule 26(f) of the Virgin Islands Rules of Civil Procedure to develop the scheduling plan; Ordered that the Scheduling Plan shall be signed by counsel for all parties; Ordered that the parties shall submit to the Court by March 26, 2021. a written report setting forth a proposed discovery plan, together with a propopsed scheduling order approving the same and adopting it as a scheduling order in this case.	
16	02-25-2021 03:10 PM	Action - File Forwarded To Judge's Chambers	Official		File Forwarded To Judge's Chambers	
15	02-24-2021 03:12 PM	Motion - Motion to Dismiss	Official		Motion to Dismiss	EDWARD A. FRANCIS
14	06-30-2020 12:27 PM	Answer - Answer	Official		Answer	
13	06-30-2020 12:24 PM	Notice - Notice of Appearance	Official		Notice of Appearance	ROBERT L. KING, ESQ
12	06-08-2020 12:01 PM	Answer - Answer to Complaint	Official		Answer to Complaint	PEDRO K.WILLIAMS,ESQ
11	05-14-2020 04:30 PM	Service - Return of Service of Summons	Official		Return of Service of 21 Day Summons James L. Francis	George M. Miller On Behalf of GEORGE A. FRANCIS

**Superior Court of the Virgin Islands
Docket Sheet**

Case #	ST-2020-CV-00190	Judge	Hon. Sigrid M. Tejo
Case Title	George A. Francis v. Edward A. Francis et al	Case Type	Civil - Real Property - Partition And Quiet Title

#	Filed Date	Docket Entry Type	Status	Outcome	Description	Submitted By
10	05-14-2020 04:28 PM	Service - Return of Service Official of Summons			Return of Service of 21 Day Summons Edward Alexander Francis	George M. Miller On Behalf of GEORGE A. FRANCIS
9	05-06-2020 11:23 AM	Notice - Notice of Entry of Official Judgment/Order			Notice of Entry of Order of Recusal	
8	04-30-2020 11:13 AM	Action - File Returned To Clerk's Office	Official		File Returned To Clerk's Office with an Order of Recusal dated 04/29/2020 attached.	
7	04-29-2020 11:20 AM	Order - Order of Recusal	Official		Order of Recusal Signed	
6	04-29-2020 10:30 AM	Financial - Payment Received	Official		Receipt #: 191685 Payor: George M. Miller, Amount: \$75.00	
5	04-28-2020 01:30 PM	Action - File Forwarded To Judge's Chambers			File Forwarded To Judge Denise M. Francois Chambers for review of New Case Filing.	
4	04-28-2020 01:29 PM	Service - 20 Day Summons	Official		(2)Sets 20 Day Summons Issued.	
3	04-28-2020 11:47 AM	Initiating Document - Docket Letter Processed	Official		Docket Letter Processed and Issued to Plaintiff's Counsel	
2	04-28-2020 11:47 AM	Initiating Document - Litigant Personal Data Form	Official		Case Information and Litigant Data form Received for the Plaintiff and Defendants.	
1	04-28-2020 11:47 AM	Initiating Document - Civil Complaint	Official		Civil Complaint for Partition Received	George M. Miller On Behalf of GEORGE A. FRANCIS

CERTIFIED TO BE A TRUE COPY

This 18th day of Jan. 2023

**TAMARA CHARLES
CLERK OF THE COURT**

By Paula Clayton Court Clerk III

IN THE SUPREME COURT OF THE VIRGIN ISLANDS

GEORGE FRANCIS,)	
	)	S. Ct. Civ. No. 2022_____
)	
	)	Re: Super Ct. ST-2020-CV-000190
Appellant,)	
	)	ACTION FOR PARTITION
)	
v.)	
)	
EDWARD A. FRANCIS)	
and JAMES L. FRANCIS)	
)	
Appellees.)	
_____)	

NOTICE OF APPEAL

PLEASE TAKE NOTICE that Appellant GEORGE FRANCIS, by and through undersigned counsel, hereby provides notice of his appeal to the Supreme Court of the Virgin Islands from the Superior Court Order dated December 5, 2022, attached as **Exhibit A**.

The issues to be presented on appeal include, but are not limited to:

1. Whether the Superior Court erred when it granted Defendants/Appellees Motion to Enforce the Mediated Settlement Agreement and provided no discussion or analysis of the (counter) issues raised and briefed in Plaintiff/Appellant’s Motion to Rescind the Mediated Settlement Agreement.

2. Whether the provision of the Mediated Settlement Agreement that required the parties to list the real property (at the center of this dispute) with a broker was a material term of the Mediated Settlement Agreement.
3. Whether Defendants/Appellees materially breached the Mediated Settlement Agreement when Defendants/Appellees entered into a contract for the purchase and sale of the real property (at the center of this dispute) without first adhering to the listing provision of the Mediated Settlement Agreement.
4. Whether Plaintiff/Appellant is entitled to rescission of the Mediated Settlement Agreement upon a determination that Defendants/Appellees materially breached the Mediated Settlement Agreement.

Respectfully submitted,

Dated: December 30, 2022

JECHONIAS S. JAMES, P.C.

/s/ Jechonias S. James
Jechonias S. James, R2139
8168 Crown Bay Ste. 505-541
St. Thomas, V.I. 00802
Tel: 340-474-2104
Fax: 214-594-9405
Email: jechonias@jjamespc.com

Attorney for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on December 30, 2022, I caused a true and exact copy of the foregoing Notice of Appeal (and all other documents in support thereof) to be served on the following person via first class USPS mail:

Honorable Sigrid M. Tejo
Judge of the Superior Court of the Virgin Islands
P.O. Box 70
St. Thomas, V.I. 00804

and via C-Track electronic filing system on the following persons:

Darren John-Baptiste, Esq.
1692 Prindsens Gade, Suite 5
St. Thomas, V.I. 00802
Tel: 340-774-4400
Email: djohnbap@gmail.com
Attorney for Appellee Edward A. Francis

Pedro K. Williams, Esq.
5212 Wimmelskafts Gade, Suite 200
St. Thomas, V.I. 00802-6404
Tel: 340-774-2100
Email: pedro.williams@pkwilliamslaw.com
Attorney for Appellee James L. Francis

/s/

Jechonias S. James

FILED

May 19, 2021

ST-2020-CV-00392

TAMARA CHARLES

CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DISTRICT OF ST. THOMAS AND ST. JOHN

GEORGE ALPHONSO FRANCIS,)
Plaintiff,)

vs.)

PRISCILLA SOTO,)
Defendant.)

CASE No: ST-2020-CV-00392

ACTION FOR FORCIBLE ENTRY,
DETAINER and RESTITUTION

JUDGMENT

THIS MATTER was heard by Magistrate Henry V. Carr, III of the V.I. Superior Court on May 13, 2021. Plaintiff George Alphonso Francis appeared and was represented by George Marshall Miller, Esq. Defendant Priscilla Soto appeared *pro se*, and a sworn interpreter translated between English and Spanish for Defendant throughout the proceedings. Edward Francis, brother of Plaintiff and the co-owner of the underlying land upon which sits the disputed superficiary structure from which Plaintiff seeks Defendant's eviction, appeared and testified. Upon review of the testimony of the parties witnesses, as well as of the exhibits admitted into evidence, the Court took the matter under advisement. Now, consistent with the written Findings of Fact and Conclusions of Law entered on even date, it is hereby

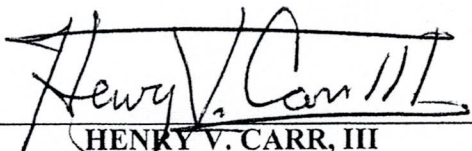
ORDERED, ADJUDGED AND DECREED that Plaintiff George Alphonso Francis is **GRANTED IMMEDIATE RESTITUTION** of the premises described as three bedroom superficiary house located at No. 65 Remainder, Estate Smith Bay, St. Thomas, U.S. Virgin Islands; and it is further

ORDERED, ADJUDGED AND DECREED that copies of this Judgment and the accompanying Findings of Fact and Conclusions of Law shall be directed to George Marshall Miller, Esq., counsel for Plaintiff, and to Defendant.

DATED: May 19, 2021

ATTEST:
TAMARA CHARLES
Clerk of the Court

BY: COLLEEN SALEM
Senior Deputy Clerk 5/19/2021


HENRY V. CARR, III
Magistrate Judge of the Superior Court
of the Virgin Islands

FILED

June 07, 2021

ST-2020-CV-00392

TAMARA CHARLES

CLERK OF THE COURT

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DISTRICT OF ST. THOMAS AND ST. JOHN**

GEORGE ALPHONSO FRANCIS,)
Plaintiff,)

vs.)

PRISCILLA SOTO,)
Defendant.)

CASE No: ST-2020-CV-00392

ACTION FOR FORCIBLE ENTRY,
DETAINER and RESTITUTION

AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-referenced eviction matter under the territory’s forcible entry and detainer (“FED”) statute at Title 28 of the Virgin Islands Code, Section 751 *et seq.* was heard by Magistrate Henry V. Carr, III of the V.I. Superior Court on May 13, 2021. Plaintiff George Alphonso Francis appeared and was represented by George Marshall Miller, Esq. Stafford Farrell testified on behalf of Plaintiff that he was granted permission from the Francis family, including Plaintiff’s mother, Angela A. Francis/Martin, to construct a wooden, movable superficiary house on Parcel No. 65 Remainder, Estate Smith Bay, St. Thomas, United States Virgin Islands. He further testified that he sold the superficiary home to Plaintiff for \$20,000.

Defendant Priscilla Soto appeared *pro se*, and a sworn interpreter translated between English and Spanish for Defendant throughout the proceedings. Edward Francis, brother of Plaintiff and the co-owner of the underlying land upon which the disputed superficiary structure sits, and from which Plaintiff seeks Defendant’s eviction, appeared and testified that Plaintiff cannot evict Defendant as Edward has an oral lease agreement with Defendant, who is paying her monthly rent to him. Plaintiff George Francis and his brother Edward Francis “cannot stand each other,” which was clearly stated through clenched teeth during the hearing, and which is reflected in their long history of legal actions against one another. *See e.g., George Francis v. Joanne Smith*, ST-19-CV-367 (forcible entry and detainer action dismissed); *Edward Francis v. George Francis*, ST-19-SM-226 (small claims action transferred to the regular civil division); and *Michelle Francis [wife] and George Francis v. Edward Francis*, ST-19-DV-103 (permanent domestic violence restraining order denied).

On September 30, 2020, Plaintiff, through his legal counsel, filed a complaint for forcible entry and detainer against Defendant. Plaintiff alleges that he is the owner of a “three bedroom superficiary house located at No. 65 Remainder, Estate Smith Bay, St. Thomas, Virgin Islands [“described hereafter as “the property”].” Plaintiff further alleges that Defendant entered into a one-year lease with Plaintiff, which ended April 20, 2019. After the expiration of the one-year lease, Defendant continued to occupy the property. Defendant continued to occupy the property after being personally served with a notice to quit on May 7, 2020 demanding that she vacate the property on or before June 30, 2020. Despite the notice to quit, Defendant remains in possession of the property.

At the conclusion of the hearing, during which both parties, as well as Stafford Farrell and Edward Francis, testified and exhibits were admitted into evidence, the Court took the case under advisement. After due consideration and for the reasons hereafter stated, the Court will grant

against Defendant and in favor of Plaintiff immediate restitution of the superfiary structure on Parcel No. 65 Remainder, Estate Smith Bay.

HOW SHOULD A SUPERFICIARY STRUCTURE BE TREATED UNDER OUR FED STATUTE?

In *Martin v. George*, 44 V.I. 137 (V.I. Super. Ct. 2001), in which the Court held that a landlord does not have to compensate a tenant who leaves his superfiary structure on the landlord's land, the Court described the history and properties of a superfiary structure as follows:

A 'superfiary house' is one owned by a person other than the owner of the land upon which it stands. In other words, the title to the land is vested in one owner and the title to the building is vested in a separate owner. Traditionally, superfiary houses were small, movable, wooden dwellings, and as such, were treated as chattel and not fixtures. The ability to be moved was a basic factor in the determination of whether or not a house was indeed a superfiary house. Therefore, the owner of the superfiary house retained ownership of the dwelling, and could remove it upon vacating the premises of the landowner.

However, expanding upon the traditional exception for movable structures, the United States Court of Appeals for the Third Circuit has held that a superfiary house, namely any house owned by someone other than the landowner, may still be considered chattel, despite its being permanently affixed to the land. *See Nicholson v. Altona Corp.*, 4 V.I. 472, 320 F.2d 8 (3d Cir. 1963). In *Nicholson*, the homeowner had been evicted from the land upon which her house was situated. Nicholson brought suit to force the landowner, Altona Corp., to sell the land to her at its appraised value. In the alternative, Nicholson wanted Altona Corp. to pay her the reasonable value of the house upon her vacating the premises. The trial court entered judgment in favor of Nicholson in the amount of \$ 2,500 for the value of the house.

In overturning the trial court's decision, the Third Circuit noted that the fixture exception for superfiary houses had ordinarily been limited to those buildings, which were capable of being removed without substantial damage to the land. *Id.* at 476. However, in its decision, the Court broadened the exception, specifically concluding:

When a person, e.g., a tenant, who is lawfully entitled or permitted by the owner to occupy a piece of land erects thereon or removes thereto a dwelling house the house (unless otherwise agreed) remains his personal property, even though annexed to the land, and does not become a part of the land or the property of the landowner. Correlatively, when the owner of a superfiary house vacates the land, either at his own option or because his tenancy or permission to occupy it has been terminated, it

becomes his duty to remove the house from the land. If for any reason he fails to do so within a reasonable time he thereby relinquishes his ownership of the house to the owner of the land upon which it has been left. The latter thereafter may deal with the house in any way he sees fit without incurring any obligation to account to its former owner for its value, use or destruction.

Id. at 140-141. *See also Government of the Virgin Islands v. Francis*, 2009 V.I. LEXIS 49, *7 fn. 2 (V.I. Super. Ct. 2009).

FINDINGS OF FACT

1. The three brothers, namely, Plaintiff George Francis, James L. Francis and Edward A. Francis, are the co-owners of the real property or land described as Parcel No. 65 Estate Smith Bay, St. Thomas, U.S. Virgin Islands. They acquired that real property through their father, Clarence A. Francis, who died testate on August 21, 1967 in Charlotte Amalie, St. Thomas, Virgin Islands. In their father's Adjudication in the *Estate of Clarence A. Francis*, Probate No. 38-1967, District Court of the Virgin Islands, Division of St. Thomas and St. John, Parcel No. 65 Estate Smith Bay was devised to the three brothers after the death of Angela A. Francis, Decedent's wife and the mother of the three siblings. In other words, Angela possessed a life-estate, while the three brothers owned the remainder interest as tenants in common.
2. Angela and/or members of the Francis family allowed a Stafford Farrell to construct a single-family wooden structure on the property. While the Building Permit dated November 7, 1994 described the construction location as #64A Estate Smith Bay, there were no challenges that Parcels 65 and 64A are not the same location where this controversy arose. Pl's Ex. 1.
3. Angela A. Francis/Martin died August 29, 2009, according to her Death Certificate. Pl's Ex. 5B.
4. Stafford Farrell sold the superficiary house to husband-and-wife George Francis and Michelle Forbes-Francis, according to a Bill of Sale acknowledged on May 5, 2011. Pl's Ex. 2. Plaintiff paid \$20,000 to Farrell for the superficiary house.
5. Before Defendant moved into the superficiary house, Plaintiff had leased the same superficiary house to a day care center for four years from 2011 to 2015. During this period, Edward Francis never raised or asserted any objections or challenges to the superficiary house being used and occupied by the day care center. Neither did Edward Francis nor the other brother ever demanded that the superficiary home be removed from the property.
6. In fact, Plaintiff asked his brother, Edward Francis, to recommend someone who could clean the home. Edward recommended Defendant.

7. Plaintiff allowed Defendant to reside in the superfiary house from July 2015 through the present time through a series of written leases and month-to-month occupancies. The last written lease for the house was one dated June 14, 2018 between Plaintiff and Defendant, commencing on May 1, 2018 and ending on April 30, 2019 for an annual rent of \$10,800, payable in advance on the first of each month in the amount of \$900. Defendant's rent payments were made to Plaintiff until Plaintiff ceased accepting them after the notice to quit was served on Defendant. Pl's Ex. 4.
8. At no time until the recent FED hearing did either of Plaintiff's brothers, including Edward Francis, raise any objections or challenges to Defendant residing on the property or to Plaintiff's acceptance of rent payments from Defendant, which rent payments Plaintiff did not share with the other brothers.
9. Plaintiff had a notice to quit, dated May 7, 2020, personally served on Defendant by a private process server on May 7, 2020 demanding that Defendant vacate the superfiary house on or before June 30, 2020. Plaintiff, in the same notice to quit, reminded Defendant that she was given a prior notice to quit on December 5, 2019 and was given four months to vacate the home. Pl's Ex. 3.
10. Although the Court had some concerns that Defendant might not have understood the notice to quit, which was written in English, it noted that the June 14, 2018 Lease Agreement was written in English and she raised no issues that she did not understand that same lease agreement. Defendant, born in the Dominican Republic, also acknowledged that her signature was on the notice to quit and that she has resided in the U.S. Virgin Islands for 10 years, during which time she worked at Plaza Extra Supermarket at Tutu Plaza for six years, where the private process server served her with the notice to quit and where she could have received some assistance in translating the notice. Still, the Court does not believe that she did not learn enough workable English while residing and working in St. Thomas to understand the second notice to quit served on her. And for her to pretend otherwise undercuts her credibility with the Court.
11. Furthermore, on this same point, after she received the second notice to quit, Defendant rushed to Edward Francis about her predicament and described her predicament from a notice she claimed that she did not fully understand. Edward Francis understood her and then, brazenly and without any good morals, ethics or character, cut Defendant a deal to undercut his brother, the Plaintiff herein, with whom neither Edward nor his other brother had ever raised any issue over Plaintiff's use and rental of the superfiary house. That deal was that Edward would allow Defendant to continue to use and occupy the superfiary house, for which Edward never paid any compensation, and that Defendant should pay Edward a \$100 reduced rental of \$800 per month instead of the \$900 per month that Defendant was paying to Plaintiff under the June 14, 2018 Lease Agreement. And with regard to that lease agreement between Edward Francis and Defendant, Defendant is current with her monthly rent to Edward Francis.
12. That deal described in paragraph 11 above is embodied in a letter dated June 8, 2020 from Edward Francis to Defendant. As a side note, the terms and conditions in the June 8, 2020

letter are written in English. Defendant never raised any concerns about her lack of understanding those terms and conditions written in English in Edward's letter to her.

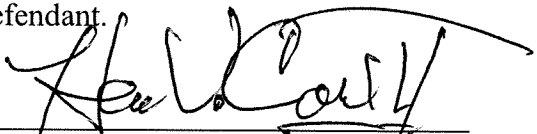
13. In his June 8, 2020 letter, Edward Francis requested that Defendant "deposit [her rent payments] into an Escrow/Saving Account until all family matters are rectified." Edward further said that he would "give [her] a month to month lease agreement."
14. Defendant paid her monthly rental payments directly to Edward Francis, presumably from June 2020 to April 2021, 11 months for a total of \$8,800, all of which Edward Francis never shared with his brother(s) or placed into any escrow account until this property dispute could be resolved. Equally dastardly, Edward Francis directly instructed Defendant in his June 8, 2020 letter, "do not continue delivering your [rent] payments to my brother George Francis." Edward Francis pocketed Defendant's rental payments to spite his brother, Plaintiff George Francis.
15. There is a pending partition action filed with respect to Parcel 65 Remainder Estate Smith Bay in the V.I. Superior Court, Division of St. Thomas and St. John, *George Francis v. Edward A. Francis and James L. Francis*, Case No. ST-2020-CV-00190. In fact, Edward Francis filed a motion in the partition case on February 24, 2021 to dismiss this FED action.
16. In that motion - noticeably filed *pro se* by Edward Francis though he is otherwise represented by legal counsel - Edward alleges in paragraph 4 thereof that he "delivered to Tenant Priscilla Soto, a new Rental Agreement dated June 8, 2020 in which will expire on June 8, 2021." By Order dated April 7, 2021, the Judge to whom the partition action was assigned struck Edward's motion to dismiss the partition action from the record on grounds of his failing to follow certain well-defined and articulated procedural rules.
17. Edward Francis claims that he has some ownership interest in the superfiary house, which he expressly disclaims building, by a slab which he said that he built on the property, and upon which the superfiary house sits. He presented no documents to demonstrate any connection with the alleged slab he claims he built on Parcel No. 65 Remainder Estate Smith Bay. None of the other documents offered or admitted into evidence refers to or mentions anything about a slab. Anything that Edward can do to thwart his brother, Plaintiff herein, or to frustrate him, the Court believes he will do. So, the Court placed little, if any, reliance on his testimony.
18. Even assuming that the slab is owned by Edward, such ownership would not change the Court's decision as there was no evidence, until Defendant rushed to tell Edward that Plaintiff was about to evict her, that Edward ever objected to or complained about the superfiary house on the slab he claimed that he built. But once the opportunity presented itself whereby Edward could be a thorn in the side of Plaintiff, Edward seized upon such opportunity and leased the superfiary house to Defendant even though he expressly disclaimed having anything to do with the construction of the superfiary house and even though he never objected to Plaintiff's subsequent rental to the day care center and then to Defendant. This does not mean that a court should always take George's side over the Edward's, or vice versa, especially when they detest each other. However, in this

particular case, Plaintiff did provide the Court with some corroboration, consistent with existing and controlling legal principles, to support its ultimate decision.

CONCLUSIONS OF LAW

1. The Magistrate Division has jurisdiction to entertain this FED action under subsection(a)(6) of section 123 of Title 4 of the Virgin Islands Code.
2. Plaintiff is the owner of the superficiary house on Parcel No. 65 Remainder Estate Smith Bay, St. Thomas, United States Virgin Islands and is entitled to lease said house to the exclusion of his brothers.
3. Defendant is holding onto the superficiary house as a month-to-month tenant whose written lease with Plaintiff expired on April 30, 2019.
4. Defendant was properly served with an appropriate 30-day notice to quit, and Plaintiff gave Defendant substantially more 30 days written notice to vacate the superficiary house.
5. Edward George is not entitled to lease the superficiary house or to interfere with Plaintiff's ownership rights therein, as he has no ownership interest in the superficiary house. Nor did he contribute any consideration for the construction of the house.
6. Defendant remains in possession of the superficiary house, contrary to law and in violation of the notice to quit.
7. Plaintiff is entitled to immediate restitution of the superficiary house on Parcel No. 65 Remainder Estate Smith Bay, St. Thomas, United States Virgin Islands.
8. A Judgment will be entered against Defendant and in favor of Plaintiff granting Plaintiff immediate restitution of the superficiary house on Parcel No. 65 Remainder Estate Smith Bay, St. Thomas, United States Virgin Islands.
9. A copy of these Findings of Fact and Conclusions of Law shall be directed to George Marshall Miller, Esq., counsel for Plaintiff, and to Defendant.

DATED: June 7, 2021
Nunc pro tunc to May 19, 2021



HENRY V. CARR, III
Magistrate of the Superior Court
of the Virgin Islands

ATTEST:
TAMARA CHARLES

Clerk of the Court

By: 

COLLEEN SALEM

Court Clerk Supervisor 6/7/2021

JA020

SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF St. Thomas/St. John

FILED

February 25, 2022 04:39 PM

ST-2022-CV-00061

TAMARA CHARLES
CLERK OF THE COURT

OFFICE OF THE CLERK

Date: February 25, 2022

GEORGE A. FRANCIS,
Plaintiff

v.

EDWARD FRANCIS,
Defendant.

Name: **George A. Francis**

Address: P.O. Box 8873, St. Thomas, VI 00801 Email: noescape62@yahoo.com

DOCKETING LETTER AND NOTICE OF JUDGE ASSIGNMENT

Dear **George A. Francis**:

The Court is in receipt of your **Civil** / Criminal / Family / Probate petition, which was transferred by Order from the Small Claims division to the Civil division, on **January 19, 2022**. **Your new Civil case number is ST-2022-CV-00061**.

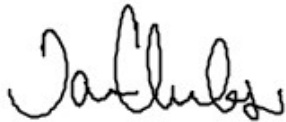
The Honorable **Hon. Sigrid M. Tejo** has been assigned to your case

If there is a fee associated with your filing, such fee must be filed along with your petition/complaint, or within five (5) days thereafter. Failure to pay the required fee may result in your petition / complaint being dismissed for failure to prosecute.

If you have any questions or concerns, you may contact the Office of the Clerk of the Court at (340) 778-9750 (St. Croix) or 774-6680 (St. Thomas-St. John).

Sincerely,

Tamara Charles
Clerk of the Court



By: _____

Tamara Charles

Cc: Edward Francis

JA021

FILED

April 28, 2020

ST-2020-CV-00190

TAMARA CHARLES

CLERK OF THE COURT

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

GEORGE FRANCIS,

Plaintiffs

vs

EDWARD ALEXANDER FRANCIS and
JAMES LAWRENCE FRANCIS,

Defendants

Case No. ST-20-CV- 190

ACTION FOR PARTITION

RECEIVED
20 APR 28 PM 11:47
ST. THOMAS COURT

COMPLAINT

COMES NOW the Plaintiff in the above-entitled action through his undersigned counsel,
and for his Complaint herein alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 4 V.I.C. §76, and 28 V.I.C. §451, and it has personal jurisdiction over the defendants by virtue of their residence, and by virtue of them having been duly served with process.
2. Venue is proper in this Court pursuant to 4 V.I.C. Section 78(a) because both defendants reside in, and may be served in this judicial division, and because the cause of action alleged in the Complaint arose in this judicial division.

THE PARTIES

3. All parties are all adult residents of St. Thomas, Virgin Islands, and have been such at all times material hereto.
4. The parties are brothers, having been born to Clarence A. Francis, who died on August 21, 1967 and Angela A. Francis, who died on August 29, 2009.

GENERAL ALLEGATIONS

5. At the time of his death, the parties' father, Clarence A. Francis, owned Parcel No. 65 Estate Smith Bay in St. Thomas, Virgin Islands.
6. The District Court of the Virgin Islands, Division of St. Thomas and St. John entered an Adjudication of the Estate of Clarence A. Francis in 1968, pursuant to which the parties' mother, Angela A. Francis, inherited a life estate in Parcel 65 Smith Bay, with the remainder to the parties equally.
7. In 1989, Parcel 65 Smith Bay was subdivided into Parcel 65-A Smith Bay [Property Tax Parcel No. 1-05702-0351-00] consisting of approximately 8,734 square feet and Parcel 65 Smith Bay Remainder [Property Tax Parcel No. 1-05702-0335-00] consisting of approximately 0.42 acre.
8. On or about March 29, 2002, Angela A. Francis conveyed her life estate in Parcel 65-A Smith Bay to Edward Alexander Francis.
9. On or about October 21, 2008, George Francis and James Lawrence Francis conveyed their interests in Parcel No. 65-A Smith Bay to Edward Alexander Francis.
10. At the present time, all parties own **Parcel 65 Smith Bay Remainder** as tenants in common, and it is this property (hereinafter referred to as "**the Property**"), which is the

subject matter of this Action for Partition.

RECEIVED
2011/11/28 PM 11:19
SUPERIOR COURT

COUNT I (Partition)

11. Plaintiff repeats and realleges all of the allegations set forth above.
12. The parties presently hold and are in possession of the Property as tenants in common, in which they have a vested remainder interest.
13. No other persons have any interest(s) in the Property, and no creditors have any liens upon the Property or any portion thereof.
14. Plaintiff has proposed to Defendants that they partition and divide the Property by means of a Partition Agreement, but Defendants have rejected and/or ignored his proposal.
15. A judicial partition of the Property pursuant to Title 4, Chapter 21 of the Virgin Islands Code is necessary because a partition by any other means cannot be had without great prejudice to the owners.

WHEREFORE, Plaintiff prays that this Court grant him the following relief:

- a. Judgment declaring the rights of the parties pursuant to 28 V.I.C. §457, and according to the facts and equities of the case,
- b. Judgment equitably dividing and distributing the Property to the parties as their legal and equitable interests may appear.
- c. Judgment awarding Plaintiff the costs of this action including reasonable attorney's fees, and such other relief as this court may deem proper and reasonable.

Respectfully submitted on April 23, 2020.



GEORGE MARSHALL MILLER

Attorney for Plaintiffs

VI Bar No. 373

1212 Bjerger Gade

St. Thomas, USVI 00802

340-776-5700 Tel.

800-494-7967 Fax.

grellin@gmail.com Email

RECEIVED
20 APR 28 PM 11:44
SUPERIOR COURT

PAID
4/28/20

FILED

June 08, 2020

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS	)	CIVIL NO. ST-20-CV-190
)	
Plaintiff,)	
)	
v.	)	ACTION FOR PARTITION
EDWARD ALEXANDER FRANCIS and)	
JAMES LAWRENCE FRANCIS)	
)	
Defendants.)	
_____)	

ANSWER TO COMPLAINT

COMES NOW, Defendant, James Lawrence Francis, by and through his undersigned counsel, and as and for an answer to the Complaint states as follows:

1. Defendant lacks sufficient information to either **ADMIT or DENY** the allegations contained in paragraph 1 of the Complaint.
2. Defendant **ADMITS** the allegations contained in paragraph 2 of the Complaint.
3. Defendant **ADMITS** the allegations contained in paragraph 3 of the Complaint.
4. Defendant **ADMITS** the allegations contained in paragraph 4 of the Complaint.
5. Defendant lacks sufficient information to either **ADMIT or DENY** the allegations contained in paragraph 5 of the Complaint.
6. Defendant lacks sufficient information to either **ADMIT or DENY** the allegations contained in paragraph 6 of the Complaint.
7. Defendant lacks sufficient information to either **ADMIT or DENY** the allegations contained in paragraph 7 of the Complaint.
8. Defendant **ADMITS** the allegations contained in paragraph 8 of the Complaint.
9. Defendant **ADMITS** the allegations contained in paragraph 9 of the Complaint.
10. Defendant **ADMITS** the allegations contained in paragraph 10 of the Complaint.

11. No response necessary.
12. Defendant **ADMITS** the allegations contained in paragraph 12 of the Complaint.
13. Defendant **ADMITS** the allegations contained in paragraph 13 of the Complaint.
14. Defendant **DENIES** the allegations contained in paragraph 14 of the Complaint.
15. Defendant **DENIES** the allegations contained in paragraph 15 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim for which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has no valid claim against Defendant.

THIRD AFFIRMATIVE DEFENSE

Plaintiff, by his own acts and omission, has waived any cause of action against Defendant, the existence of any such cause of action being specifically denied.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff, by his own acts and omission, is *estopped* from asserting or maintaining any action against Defendant.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claim is barred by the doctrine of *estoppel*, laches and waiver.

SIXTH AFFIRMATIVE DEFENSE

The issues raised are precluded by the doctrine of collateral *estoppel* and/or *res judicata*.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff owes rent and an accounting for rent to Defendant.

EIGHTH AFFIRMATIVE DEFENSE

Defendant hereby reserve the right upon completion of their investigation and discovery, to file such additional defenses, affirmative defense, or third-part complaint as may be appropriate.

George Francis v. Edward Alexander Francis and James Francis

Case No. ST-20-CV-190

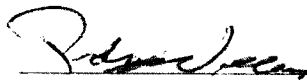
Defendant's Answer to Plaintiff's Complaint

Page 3

WHEREFORE, for all of the foregoing reasons, Defendant James Lawrence Francis, respectfully request that the court dismiss the Complaint and award him costs and attorney fees.

Respectfully Submitted,
LAW OFFICES OF PEDRO K. WILLIAMS

Dated: June 5, 2020



Pedro K. Williams, Esq.

Kelsha P. Williams, Esq.

Attorneys for Defendant

James Lawrence Francis

5212 Wimmelskafts Gade, Ste. 200

St. Thomas, Virgin Islands 00802-6404

Telephone: (340) 774-2100

Email: kelsha.williams@pkwilliamslaw.com

Email: pedro.williams@pkwilliamslaw.com

VIRGIN ISLANDS BAR No. 362

VIRGIN ISLANDS BAR No. 2076

CERTIFICATE OF SERVICE

This is to certify that on this 5 day of June 2020, a true and exact copy of the foregoing **Answer to Complaint** was sent via email to:

George Marshall Miller, Esq.
1212 Bjerge Gade
St. Thomas, Virgin Islands 00802
Telephone: (340) 776-5780
E-mail: grellim@gmail.com

And

Robert King, Esq.
1212 Bjerge Gade
St. Thomas, Virgin Islands 00802
Telephone: (340) 776-5780
E-mail: rlking@attyking.com



JA028

FILED

June 30, 2020

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,)	
	)	CIVIL NO. ST-20-CV-190
)	
	)	Plaintiff,
vs.	)	ACTION FOR PARTITION
)	
)	
EDWARD ALEXANDER FRANCIS and)	
JAMES LAWRENCE FRANCIS)	
)	
	)	Defendants.
_____)	

ANSWER

Defendant, EDWARD ALEXANDER FRANCIS, by and through undersigned counsel, answers Plaintiff's complaint as follows:

- 1) Defendant admits each and every allegation contained in paragraphs numbered 1, 2, 3, 4, 5, 6, 8, 9, 10 and 14 of the complaint.
- 2) Defendant denies each and every allegation contained in paragraphs numbered 11, and 15 of the complaint.
- 3) Defendant lacks information sufficient to form a belief as to the truth or falsity of allegations contained in paragraphs numbered 7, 12, and 13 of the complaint.
- 4) All allegations not hereinbefore admitted, denied or otherwise controverted are denied.

WHEREFORE, Defendant prays judgment:

- 1) Dismissing Plaintiff's Complaint;
- 2) Awarding costs and attorneys fees of this action;

Together with such other and further relied as to the Court may seem just, equitable and proper.

DATED: June 30, 2020

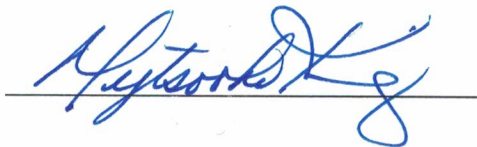


ROBERT L. KING, ESQUIRE
THE KING LAW FIRM, P.C.
1212 Bjerger Gade Ste. 102
St. Thomas, Virgin Islands 00802
Tel. 340-776-1014 Fax 340-774-5299
V.I. Bar No. 188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of June, 2020 a true and exact copy of the foregoing ANSWER TO PLAINTIFF COMPLAINT was sent via email and hand delivery to:

George Miller, Esq.
1212 Bjerger Gade
St. Thomas, VI 00802
grellim@gmail.com



FILED

February 24, 2021
ST-2020-CV-00190
TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,)
)
 Plaintiff,)
)
 -vs-)
)
 EDWARD A. FRANCIS &)
 JAMES L. FRANCIS,)
)
 Defendants,)
 _____)

CASE NO.ST-20-CV-190
ACTION FOR: PARTITION

FILED
FEB 24 2021
1:58 PM
ST. THOMAS COURT

MOTION FOR DISMISSAL OF
CASE NO. ST-2020-CV-00392

COME NOW EDWARD A. FRANCIS, Pro se, and hereby state and give this Court the reason for the dismissal of the above mention case:

1. This Court has jurisdiction over the subject matter of this action pursuant to 4 V.I.C. §76 and 28 V.I.C. §451.
2. Plaintiff and Defendants are siblings and are co-owners of Estate Smith Bay No.65 Remainder, St. Thomas, U.S. Virgin Islands.
3. That on the property lies a Superficiary House and Defendant collects rent from the **Tenant Priscilla Soto** in the sum of (\$800.00) Dollars monthly. Prior her rent was (\$900.00) Dollars but due to the Pandemic Covid-19 and with her at the time was unemployed, she requested a reduction. (see attached copy of the receipts).
4. Defendant delivered to **Tenant Priscilla Soto**, a new Rental Agreement dated June 8, 2020 in which will expire on June 8, 2021. In addition, it states that

Page to:
Motion for dismissal of Case No.ST-2020-CV-00392

she will be responsible to pay her rent in the amount of (\$800.00) Dollars monthly. (see attached copy of the Rental Agreement)

5. Defendant Edward A. Francis is in position of the rental funds until all pending cases can be resolve by this Court.
6. On June 15, 2020, a Response to Plaintiff Complaint in Case No.ST-20-CV-190, was filed with this Court. Thereafter, on July 1, 2020, a copy of Defendant Response was mailed via Certified Mail Return Receipt to Plaintiff's Counsel Attorney George Marshall Miller, subsequently the Certified Mail was returned.
7. Presently in this Court are other cases pending, Case No.ST-20-CV-190 / Action for Partition; Case No.ST-19-SM-0000226 / Small Claims and presently filed by Plaintiff Case No.ST-2020-CV-00392 / Forcible Entry, Detainer and Restitution.
8. Defendant Edward A. Francis, humbly, and respectfully ask this Court for a dismissal of Case No.ST-2020-CV-00392 that is scheduled to be heard on February 25, 2021, at 11:30am on behalf of Tenant Pricilla Soto, inasmuch, as there are other cases regarding the property mentioned above.

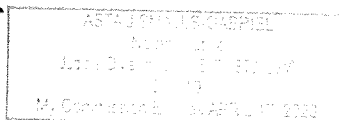
DATED: February 24, 2021.

Edward A. Francis
EDWARD A. FRANCIS

On behalf of
Priscilla Soto

Subscribed and sworn to before this 24 day of February, 2021

NOTARY PUBLIC



JA032

Nov. 15, 2020

RECEIPT DATE Nov. 15/20 No. 271044

RECEIVED FROM PRISCILLA SOTO \$ 700.00

Seven Hundred DOLLARS

FOR RENT COVERT-19

FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Edward A. Henrico A 2701 T-10800-10800

June 15, 2020

RECEIPT DATE June 15/20 No. 271039

RECEIVED FROM PRISCILLA SOTO \$ 8.00

Eight Hundred DOLLARS

FOR RENT

FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY _____ A 2701 T-10800-10800

July 1, 2020

RECEIPT DATE July 1/20 No. 271040

RECEIVED FROM PRISCILLA SOTO \$ 800.00

Eight Hundred DOLLARS

FOR RENT

FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Edward A. Henrico A 2701 T-10800-10800

RECEIPT DATE AUGUST 15/20 No. 271041

RECEIVED FROM PRISCILLA SOTO \$ 800.00

Eight Hundred DOLLARS

FOR RENT

FOR _____

ACCOUNT	
PAYMENT	
BAL. DUE	

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM _____ TO _____

BY Ed. Henrico A 2701 T-10800-10800

JA033

August 15, 2020

RECEIPT DATE August 15/20 No. 271041

RECEIVED FROM PRISCILLA SOTO \$ 800.00

Eight Hundred _____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM Edward A Francis TO _____

Sept. 7, 2020

RECEIPT DATE Sep. 7/20 No. 271042

RECEIVED FROM PRISCILLA SOTO \$ 700.00

Seven Hundred _____ DOLLARS

FOR RENT
 FOR COVER

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM Edward A Francis TO _____

October 19, 2020

RECEIPT DATE October 19/20 No. 271043

RECEIVED FROM PRISCILLA SOTO \$ 700.00

Seven Hundred _____ DOLLARS

FOR RENT
 FOR COVER

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM Edward A Francis TO _____

Feb 18, 2021

RECEIPT DATE FEB - 18, 2021 No. 271047

RECEIVED FROM PRISCILLA SOTO \$ 800.00

Eight Hundred _____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input type="checkbox"/> CHECK
BAL DUE		<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM _____ TO _____

Edward A. Freeman

January 1, 2021

RECEIPT DATE JANUARY 1, 2021 No. 271046

RECEIVED FROM PRISCILLA SOTO \$ 800.00

Eight Hundred _____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input type="checkbox"/> CHECK
BAL DUE		<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM _____ TO _____

Edward A. Freeman

Dec. 18, 2020

RECEIPT DATE DEC 18, 2020 No. 271045

RECEIVED FROM PRISCILLA SOTO \$ 700.00

SEVEN Hundred _____ DOLLARS

FOR RENT
 FOR COOCT. 19.

ACCOUNT		<input type="checkbox"/> CASH
PAYMENT		<input type="checkbox"/> CHECK
BAL DUE		<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM _____ TO _____

Edward A. Freeman

00801>3811

FWI

BC: 00801381111

*0323-00064-06-26

FWD
7-2

MILLER 1212* 009 NDC NEW ADDRESS 72008707/06/20
WILLIE V. SENDER OF NEW ADDRESS
GEORGE SEMALL MILLER
50 FOXE 10611
ST THOMAS VI 00801-3811

1212 Serge Grade
Charles H. Francis, St. Thomas, U.S.V.I.
Attorney George Marshall W. Miller



7019 0700 0000 6937 5705

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL

Asst's Secretariat Service
P.O. Box 30-4703
St. Thomas, U.S.V.I. 00803



1000



00802

U.S. POSTAGE PAID
FOR LETTER
ST THOMAS, VI
00802
JUL 01 20
AMOUNT
\$6.40
R2305K132711-03

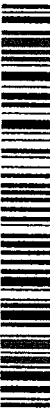


SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attorney George Marshall W. Miller
1212 Serge Grade
St Thomas, USVI 00802



9590 9402 5802 0034 8113 85

7019 0700 0000 6937 5705

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
- Addressee
- B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type
- Priority Mail Express®
 - Registered Mail™
 - Adult Signature Restricted Delivery
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail® Return Receipt for Merchandise
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

JA036

Rental Agreement

Edward Francis or George Francis or Larry Francis
Smith Bay #65
St. Thomas, USVI 00802

This lease made this 7 day of June 2020, by and between Edward Francis or George Francis or Larry Francis hereinafter called "**LANDLORD(S)**" and Priscilla Soto hereinafter called "**TENANT**" / **WITNESSETH: LANDLORD** leases to **TENANT**, for the use and occupancy at Smith Bay 65, St. Thomas, USVI., 00802, on the following conditions:

LEASE TERMS: The term of this lease is for 12 months, commencing June 1, 2020 and terminating on June 1, 2021.

RENT: The rent for the term is payable in advance without demand or notice, in monthly installments of (\$800.00) Dollars on or before the 5th day of each month during the term. In the event Tenant is unable to uphold the monthly payments, landlord(s) will then deliver a Thirty (30) day Notice to Quit the premises. If Tenant owes more than one month the matter can be filed with the Superior Court of the Virgin Islands in order to have the amount owed recovered from Tenant.

LATE CHARGES: Under the Agreement, if the rent is not paid in full by the 10th day a (\$50.00) late fee will be imposed on the monthly fee.

RETURN CHECK: Any return check paid for the rent that be return by the Bank will be charged a return fee of (\$40.00) Dollars.

SECURITY DEPOSIT: The Security Deposit of (\$900.00) paid by the Tenant over six (6) years will continue to remain on file and will be return upon vacating the premises. However, an inspection will be conducted prior to the refund. The Security Deposit is never to be construed as or used as paying a month rent.

UTILITIES: The Tenant will be responsible to pay for all her utilities during the period and duration of the rental.

OCCUPATION AND USE: The premises shall be used solely as residential dwelling and not for any other purpose unless permission is granted by the Landlord(s) in writing.

NOISE: Tenant shall occupy the premises without disrupting the neighbors with excessive noise

CLEANLINESS: Tenant shall keep around the perimeter of the premises clean, sanitary and in good condition. All garbage / trash should be contained until it can be disposed in the Government Bins.

JA037

Page two:

Rental Agreement between:

Edward Francis or George Francis or Larry Francis & Priscilla Soto.

DAMAGES: Ordinary wear and tear is excepted. Should any damages occurred by Tenant inside the structure, Tenant will be fully responsible for the repairs. Any Electrical, Plumbing, Cracks in the Walls or Leaks issues, Tenant will promptly notify landlord(s).

REPAIRS POLICY: Landlord(s) is/are responsible for structural, electrical and Plumbing repairs with the exception of clogging sinks, showers, toilets and light fixtures i.e. light bulb(s) changing and other minor issues caused by Tenant.

ABANDDONMENT: Should the Tenant leave the premises for more than thirty (30) days without paying the rent due in advance or did not make provision to have a representative make the payment(s) and the rent goes unpaid, the landlord(s) shall have the right to possession of the rented space.

DOOR LOCKS POLICY: No additional locks shall be installed without notifying the landlord(s). In the event authorization is given to Tenant to add additional lock(s) for her safety, then a copy shall be delivered to landlord(s).

VACATING THE PREMISES: Should the Tenant decide to vacate the premises prior to the expiration of the Rental Agreement, Tenant should advise the landlord(s) in writing thirty (30) days in advance and no trash shall be left for the landlord(s) to dispose of.

UNDERSTOOD & AGREED BY:

UNDERSTOOD & AGREED BY:

Edward Francis
LANDLORD

Priscilla Soto Subiel
TENANT

Dated: June 8, 2020

Dated: June 1, 2020.

FILED

April 07, 2021

ST-2020-CV-00190

TAMARA CHARLES

CLERK OF THE COURT

IN THE SUPERIOR COURT THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS AND ST. JOHN

GEORGE FRANCIS,

Plaintiff,

v.

EDWARD FRANCIS and JAMES FRANCIS,

Defendants.

)
)
) CASE NO. ST-20-CV-00190
)
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ORDER

THIS MATTER is before the Court on Defendant, EDWARD FRANCIS, pro-se, Motion for Dismissal of Case No. ST-2020-CV-00392 filed on February 24, 2021, and Plaintiff’s Opposition to Motion to Dismiss filed by Defendant Edward Francis on March 16, 2021.

The Court notes that the Motion filed by Defendant Edward Francis was not electronically filed with the Court and outlines issues that are not before this Court but appear to outline a portion of the factual background for the matter pending in ST-2020-CV-00392 before the Honorable Magistrate Judge Carr, III. The Court will now address the appropriateness of the filing.

The Motion to Dismiss does not provide a certificate of service upon Plaintiff or counsel. This is a violation of the prescription on *ex parte* communications with the Court. Any document filed with the Court must be served on all parties in accordance with Virgin Islands Rule of Civil Procedure 5(a)(b) and the Model Code of Judicial Conduct Rule 2.9(A).¹

¹ “A judge shall not initiate, permit or consider *ex parte* communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending or impending matter ...” Rule 2.9(A).

Because Defendant Edward Francis is represented by counsel, his communication directly with the Court is improper. Consequently, it is

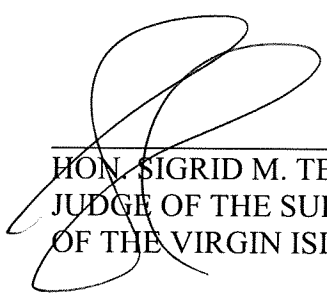
ORDERED that counsel for Defendant Edward Francis shall advise Defendant that communication with the Court must be made through counsel; and it is

ORDERED that Defendant's, pro-se, Motion for Dismissal of Case No. ST-2020-CV-00392 is **STRIKEN** from this record and Plaintiff's Opposition to Motion to Dismiss filed by Defendant Edward Francis is **DENIED AS MOOT**; and it is further

ORDERED that copies of this Order shall be directed to counsel of record.

SO ORDERED this 7th day of April, 2021.

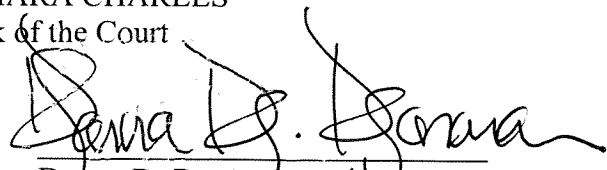
ATTEST:



HON. SIGRID M. TEJO
JUDGE OF THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

TAMARA CHARLES
Clerk of the Court

By:



Donna D. Donovan
Court Clerk Supervisor

4/10/2021

JA040

FILED

October 13, 2021 10:37 AM

ST-2020-CV-00190

TAMARA CHARLES

CLERK OF THE COURT

RECORD OF PROCEEDINGS

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
District of St. Thomas/St. John

GEORGE A. FRANCIS,
Plaintiff

Case Number: ST-2020-CV-00190
Action: Partition And Quiet Title

v.

EDWARD A. FRANCIS et al,
Defendant.

Type of Case: Civil Domestic Relations Small Claims Probate

Date of Trial: **October 13, 2021**

GEORGE A. FRANCIS Appeared: Yes No EDWARD A. FRANCIS Appeared: Yes No

Witness Sworn: Yes No Defendant Acknowledged Debt: Yes No

Amount Sued for: Click or tap here to enter text.
Case Postponed to:

ATTORNEY FOR PLAINTIFF
George M. Miller, Esq. - Via Zoom

ATTORNEY FOR DEFENDANT
Pedro K. Williams, Esq. - Via Zoom
Darren John-Baptiste, Esq. - Via Zoom

WITNESS FOR PLAINTIFF

WITNESS FOR DEFENDANT

By Default: Yes No

Case Dismissed: Yes No

Amount Judgement: \$ _____
Court Cost: \$ _____
Attorney's Fee: \$ _____

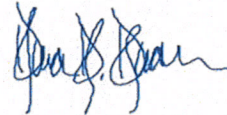
Clerk Notes

After the oral communication between the parties on the status of this matter the Court will refer this matter to Mediation and scheduled a status conference by court order.

Commenced: 10:37 AM
Adjourned: 10:45 AM

Judge/Magistrate Presiding: Hon. Sigrid M. Tejo
Court Reporter: Kai M. Mulley

By:



Court Clerk Supervisor

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

GEORGE FRANCIS,

Plaintiffs

vs

EDWARD FRANCIS and JAMES FRANCIS,

Defendants

Case No. ST-2020-CV-00190

ACTION FOR PARTITION

PLAINTIFF'S *EX PARTE* MEDIADTION SUMMARY

Attorney for George Francis

George Marshall Miller

Attorney for Edward Francis

Darren John-Baptiste

Attorney for James Francis

Pedro Williams

Type of Case

Partition of real property

Type of Mediation

court-ordered voluntary

Nature of Claims

Plaintiff wishes to partition the property by agreement. Defendants have refused to discuss or negotiate an agreement, although the parties have jointly arranged for an appraisal of the property

Judge

Sigrid Tejo

Jury

yes no

Trial Date

None yet

Written Discovery Completed

By Plaintiff

yes no

By Defendant

yes no

Depositions Taken

By Plaintiff

yes no

By Defendants

yes no

Most Recent Settlement Offer &/or Demand

None

FACTS ESTABLISHED BY THE PLEADINGS, etc.

A copy of the complaint annotated in the left margin indicating which allegations have been admitted in the Answers filed by Defendants is attached hereto.

On March 23, 2021, Plaintiff sent Defendants the following Requests for Admissions, which have not been answered, and which therefore under Rule 36 must be deemed to be admitted:

1. “The parties presently hold and are in possession of the No. 65 Remainder, Estate Smith Bay, St. Thomas, Virgin Islands (“the property,,”) as tenants in common, in which they have a vested remainder interest.
2. No other persons have any interest(s) in the Property, and there are no liens or encumbrances upon the Property or any portion thereof.
3. In February 2020, George Francis, through counsel, sent a proposed Partition Agreement to Edward Francis and James Francis, a true and exact copy of which is attached hereto as Exhibit “A,,”.
4. Edward Francis and James Francis never agreed to said proposed Partition Agreement, nor did they offer any counterproposal.
5. The parties do not get along.
6. The parties have been involved in litigation related to the use of the property since the death of their mother in 2009.,,
7. Several incidents have occurred arising from disputes between and/or among the parties related to the use of the property, where the police have become involved.

APPLICABLE LAW

Under 28 VIC §512(5), the Property is defined as “heirs property,,”

Under 28 VIC §513, the court must partition the property unless the parties reach an agreement.

Under 28 VIC §516, if the parties agree on the value of the property, the court shall accept that value for purposes of partition. In this case, although the parties have agreed to pay for the appraisal, and although George Francis accepts the value set forth in the appraisal report, it is unknown whether or not Edward and James also accept it.

Under 28 VIC §518(c), If the court orders a partition in kind (i.e., physical partition), it may also order payment of monies among the parties to even out the equities. This is relevant with respect to the value of the superfiary house.

APPRAISAL

The parties agreed to jointly hire Ms. Delrease Roberts to appraise the Property. She submitted an appraisal report appraising the total value as of October 26, 2021 at **\$445,000.00**.

A copy of the appraisal report is attached hereto.

Ms. Roberts set the appraised value of a superfiary house exclusively owned by George and his wife at **\$109,000.00** which results in the value of the remainder of the property at **\$336,000.00**.

Plaintiff has paid 1/3 of the appraisal fee but does not know if Defendants have paid their shares of her fee as agreed.

PLAINTIFF'S DESIRED OUTCOME

Plaintiff would like:

- a. To have ownership of approximately 3,045 square feet of land on which his superfiary house sits,
- b. The remaining land to be divided between Edward and James
- c. The value of the two-storey masonry house to be equally divided among the three brothers.

Alternatively, if this cannot be agreed to, then Plaintiff would let the court order a partition by sale and equitably divide the proceeds of sale among the parties.

Respectfully submitted on December 1, 2021.

/s/ *George Marshall Miller*

GEORGE MARSHALL MILLER
Attorney for Plaintiffs
VI Bar No. 373
1212 Bjerger Gade
St. Thomas, USVI 00802
340-776-5700 Tel.
800-494-7967 Fax.
grellim@gmail.com Email

**MEDIATED SETTLEMENT
AGREEMENT**

THIS AGREEMENT made and entered into on December 2, 2021 by and between George Francis (hereinafter referred to as "Plaintiff"), and Edward Francis and James Francis (hereinafter referred to as "Defendants"),

WITNESSETH

WHEREAS the parties are engaged in civil litigation on the Superior Court of the Virgin Islands, District of St. Thomas & St. John docketed as Case No. ST-2020-CV-00190 regarding the partition of No. 65 Remainder Estate Smith Bay, St. Thomas, US Virgin Islands (hereinafter "the Property"), and

WHEREAS they have engaged in the mediation of their differences,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of, which the parties hereby acknowledge, it is agreed as follows:

1. The parties will list the Property with Realtor (broker) Delrease Roberts for an asking price of not less than \$650,000.
2. The minimum acceptable price will be \$560,104 plus expenses of sale.
3. In the event that an offer to purchase is received for less than \$560,104, it shall be acceptable if two of the three parties agree to accept it.
4. At closing, from the net proceeds of sale (after the deduction of expenses such as broker's fees, surveyor's fees, etc.) George Francis shall receive \$109,120 off the top in consideration of the value of the superfiiciary house belonging to him, and the remainder of the net proceeds of sale shall be divided equally among the parties, provided however, that George Francis and Edward Francis shall each contribute the sum of \$15,000 to James Francis in consideration of the rental value of the masonry two-storey structure on the Property which occupied.

CF

**MEDIATED SETTLEMENT
AGREEMENT**

THIS AGREEMENT made and entered into on December 2, 2021 by and between George Francis (hereinafter referred to as "Plaintiff"), and Edward Francis and James Francis (hereinafter referred to as "Defendants"),

WITNESSETH

WHEREAS the parties are engaged in civil litigation on the Superior Court of the Virgin Islands, District of St. Thomas & St. John docketed as Case No. ST-2020-CV-00190 regarding the partition of No. 65 Remainder Estate Smith Bay, St. Thomas, US Virgin Islands (hereinafter "the Property"), and

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E.A.F

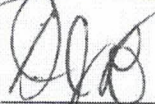
5. In the event that the acceptable sales price is less than \$560,104, then the \$109,120 due to George Francis in consideration of the superfiary house shall be decreased proportionately.
6. Prior to closing, the parties shall equally contribute to the cost of any surveys, and any other expenses needed to make the Property marketable.
7. Each party shall bear their respective litigation expenses including attorney's fees.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

WITNESSES:

George Marshall Miller

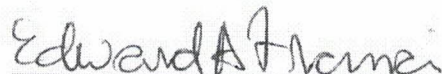




Darren John-Baptiste

Pedro K. Williams

George Francis (Plaintiff)


Edward Francis (Defendant)

James Francis (Defendant)

**MEDIATED SETTLEMENT
AGREEMENT**

THIS AGREEMENT made and entered into on December 2, 2021 by and between **George Francis** (hereinafter referred to as "Plaintiff"), and **Edward Francis** and **James Francis** (hereinafter referred to as "Defendants"),

WITNESSETH

WHEREAS the parties are engaged in civil litigation on the Superior Court of the Virgin Islands. District of St. Thomas & St. John docketed as Case No. **ST-2020-CV-00190** regarding the partition of No. 65 Remainder Estate Smith Bay, St. Thomas, US Virgin Islands (hereinafter "the Property"), and

WHEREAS they have engaged in the mediation of their differences,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of, which the parties hereby acknowledge, it is agreed as follows:

1. The parties will list the Property with Realtor (broker) **Delrease Roberts** for an asking price of not less than \$650,000.
2. The minimum acceptable price will be \$560,104 plus expenses of sale.
3. In the event that an offer to purchase is received for less than \$560,104, it shall be acceptable if two of the three parties agree to accept it.
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J L. F

5. In the event that the acceptable sales price is less than \$560,104, then the \$109,120 due to George Francis in consideration of the superfiary house shall be decreased proportionately.
6. Prior to closing, the parties shall equally contribute to the cost of any surveys, and any other expenses needed to make the Property marketable.
7. Each party shall bear their respective litigation expenses including attorney's fees.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first above written.

WITNESSES:

George Francis (Plaintiff)

George Marshall Miller

Edward Francis (Defendant)

Darren John-Baptiste

James L. Francis
James Francis (Defendant)

Pedro K. Williams
Pedro K. Williams



Darren John-Baptiste <djohnbap@gmail.com>

Francis v. Francis

Darren John-Baptiste <djohnbap@gmail.com>

Wed, Dec 8, 2021 at 3:19 PM

To: George Miller <grellim@gmail.com>, Pedro Williams <pedro.williams@pkwilliamslaw.com>, "Henry C. Smock" <hsmock@smvilaw.com>

Good day Counsel: My client would like to buy out the remaining parties 2/3 interest at the agreed upon \$650,000.00 sales price. This will save the parties among other things the brokers commision. Francis has already approached the bank and I anticipate that things should develop rather quickly.

Regards,

/s/ Darren John-Baptiste, Esq.

This internet E-Mail contains confidential, privileged information intended solely for the addressee. Do not read, copy, or disseminate it unless you are the addressee. If you have received this E-Mail in error, please call us immediately at 340-774-4400 and ask to speak to the message sender. Also email the message back to the sender at djohnbap@gmail.com by replying to it and then deleting it. We appreciate your assistance in correcting this error.

LAW OFFICES OF DARREN JOHN-BAPTISTE

1692 Prindsens Gade, Suite 5
St. Thomas, V.I. 00802
Tel. 340-774-4400
Email: djohnbap@gmail.com

3/1/22, 6:40 PM

Gmail - Re: Francis v. Francis (Resent do to error in first)



Darren John-Baptiste <djohnbap@gmail.com>

Re: Francis v. Francis (Resent do to error in first)

George Miller <grellim@gmail.com>
To: Darren John-Baptiste <djohnbap@gmail.com>
Cc: Pedro Williams <pedro.williams@pkwilliamslaw.com>

Fri, Dec 17, 2021 at 1:17 PM

Hey, Darren.

I was not trying to be difficult and I don't think we need to quibble over words. The parties actually agreed to hire Ms. Roberts to list the property for not less than \$650. Therefore what your client has come up with is a proposal to deviate from that scenario.

I just spoke to George Francis again and he has authorized me to work with you and Pedro now to finalize a contract of sale whereby Edward will buy the property rather than to wait until after the holidays to finalize a contract.

I am busy today with other matters, but hopefully over the weekend or early next week I can deal with it.

George

> On Dec 17, 2021, at 11:53, Darren John-Baptiste <djohnbap@gmail.com> wrote:
>

JA054



Darren John-Baptiste <djohnbap@gmail.com>

Contract of Sale

Darren John-Baptiste <djohnbap@gmail.com>

Wed, Feb 9, 2022 at 6:43 AM

To: George Miller <grellim@gmail.com>, Pedro Williams <pedro.williams@pkwilliamsllaw.com>, LeeAnn Thomas <leeann.thomas@pkwilliamsllaw.com>

Bcc: Joann Hanley-Smith <jhanleysmith@hotmail.com>

Good day Counsel. Thank you Attorney Miller for reaching out yesterday. I am glad to hear your client is ready to move forward. Just to recap our conversation. You advised your client was ready to move forward and wanted to clarify the change made by Attorney Williams. I advised you that my recollection was that the primary change was to increase the earnest money deposit from 5% to the customary 10%. Remove the \$15,000 payout to James Lawrence that I included in the payout total and inserted it in paragraph 12's other conditions and Attorney Williams also clarified that the parties are equally responsible for the property taxes. Finally, Attorney Williams deleted a footnote included in the contract in an effort to explain the payout. I will set out that explanation/breakdown here.


Pursuant to the MSA the purchase price is \$650,000. George is entitled to \$109,120 for the superfiary house. Thus the remaining balance of \$540,880 results in a 1/3 share of \$180,293.33 to each of the three parties. Thus totaling the buyout price: 1. 2/3 interest \$360,586.66 (\$180,293.33x2) plus 2. superfiary value \$109,120 equals \$469,706.66. The \$15,000 from my client to James will be paid separately and not included in the contract price. Attached is a revised contract.

Regards,

/s/ Darren John-Baptiste, Esq.

This internet E-Mail contains confidential, privileged information intended solely for the addressee. Do not read, copy, or disseminate it unless you are the addressee. If you have received this E-Mail in error, please call us immediately at 340-774-4400 and ask to speak to the message sender. Also email the message back to the sender at djohnbap@gmail.com by replying to it and then deleting it. We appreciate your assistance in correcting this error.

LAW OFFICES OF DARREN JOHN-BAPTISTE1692 Prindsens Gade, Suite 5
St. Thomas, V.I. 00802
Tel. 340-774-4400
Email: djohnbap@gmail.com

2 attachments **contract of sale second revised and updated.doc**
58K **second revised and updated contract of sale.pdf**
227K

FW: Contract of Sale

From: noescape62 (noescape62@yahoo.com)

To: servingvi@yahoo.com

Date: Friday, February 11, 2022, 10:03 AM GMT-4

Sent via the Samsung Galaxy A11, an AT&T 4G LTE smartphone

----- Original message -----

From: George Miller <grellim@gmail.com>

Date: 2/10/22 5:06 PM (GMT-04:00)

To: George Francis <noescape62@yahoo.com>

Subject: Contract of Sale

Good Day, Mr. Francis:

I had a very long discussion with Attorney Magnuson the other day, and she gave her blessings to proceed with the Contract of Sale basically as drafted by Attorney John-Baptiste and modified by Attorney Williams plus some changes that she suggested.

Attached is a redlined version of what I hope will be the final draft which shows the revisions made by Attorney Williams and by me and Attorney Magnuson.

Please review and, if you wish, speak to Attorney Magnuson. I would like to send this to Attorney John-Baptiste and y Attorney Williams tomorrow afternoon.

We have a status conference scheduled with the judge on Wednesday, and I'd like to be able to report to the judge that the Contract of Sale has been signed by all parties.

George

George Marshall Miller

Attorney at Law

P.O. Box 10811

St. Thomas, VI 00801

Telephone: (340) 642-1117

Fax: (800) 494-7967

Skype: georgevi

Website: <http://www.gmmvilaw.com>

IMPORTANT WARNING: This email and any attachments are intended only for the use of the person or entity to which it is addressed, and may contain information that is privileged and confidential. You, the recipient, must maintain it in a safe, secure and confidential manner. Unauthorized re-disclosure or failure to maintain confidentiality may subject you to federal and/or local penalties. If you are not the intended recipient, please immediately notify me by return email, and delete this message from your computer.



James and George Francis to Edwards Francis Contract of Sale GMM redline 2-9-22.doc
65.5kB

JA056



Darren John-Baptiste <djohnbap@gmail.com>

65 Smith Bay & The Francis Brothers

George Miller <grellim@gmail.com>

Fri, Feb 11, 2022 at 5:16 PM

To: djohnbap@gmail.com, Pedro Williams <pedro_k_williams@hotmail.com>

Counsel:

My client, Mr. George Francis, just informed me that he will not sign the proposed Contract of Sale.

George

Good morning again Mr. Francis:

This email is to let you know what happened the status conference with Judge Tejo this morning.

I told her that I would be bowing out of the case and that you would be getting another attorney to replace me. She gave us until March 4th to file the necessary papers (either a motion to withdraw signed by me or a stipulation for substitution of counsel signed by me and your new lawyer). Please let me know who your new lawyer is by next Monday, February 22nd; otherwise, I will file a motion to withdraw.

I explained to the judge that the parties had signed a Mediated Settlement Agreement to sell the property and divide the money, that Edward had subsequently proposed to buy out you and James, and that you rejected his proposal.

Attorney John-Baptiste told the judge that Edward and James were prepared to sign the Contract of Sale and that he wished the court to force you to sign it or to have the court sign it on your behalf.

The judge said that Attorney John-Baptiste must present any such request in the form of a written motion filed with the court along with appropriate exhibits and that you (through your new lawyer) would have an opportunity to respond and object to whatever Attorney John-Baptiste may request in his written motion.

George

George Marshall Miller

Attorney at Law
P.O. Box 10811

JA058

CONTRACT OF SALE

THIS CONTRACT OF SALE dated the ____ day of December 2021, between:

SELLER(S): George Francis & James Francis, (hereinafter called "Sellers".)
St. Thomas, Virgin Islands 00802

BUYER(S): Edward Francis, (hereinafter called "Buyer".)
St. Thomas, Virgin Islands 00802

PROPERTY: Buyer hereby offers to purchase the two-third (2/3) interest of Sellers in the following real estate:

65 Remainder Smith Bay
No.s 1, 2, & 3 East End Quarter Northside Quarter
St. Thomas U.S. Virgin Islands 00802

2. PURCHASE PRICE/DEPOSIT: The Buyer shall pay the sum of **Four Hundred Eighty Four -Thousand, Seven Hundred Six Dollars and 66/100 (\$484,706.66)** payable as follows: **TWENTY THOUSAND DOLLARS (\$20,000.00)** upon full execution of this contract by Buyer as an earnest money deposit to the Escrow of Account of Sellers Attorney as directed; The remaining balance of Four Hundred Sixty Four Thousand, Seven Hundred Six Dollars and 66/100 (\$464,706.66) will be paid at closing by certified check.¹

Seller's attorney _____ agrees to hold all earnest money deposit in his escrow account and agree to apply the earnest money as set forth herein. If any dispute arises between Buyer and Sellers over the return or forfeiture of the earnest money deposit held in his escrow account, the Sellers Attorney shall retain the earnest money deposit until he/she has received a written release from all parties consenting to its disposition or until a court of competent jurisdiction orders disbursement.

3. ACCEPTANCE. Buyer's offer must be accepted in writing by Seller within ten (10) days of the date Buyer signs this Contract. If this Contract is not accepted within this time period, then it shall terminate, and the earnest money deposit shall be promptly refunded to Buyer.

4. CLOSING. The closing shall take place in St. Thomas, United States Virgin Islands within Sixty (60) days of the date of full execution of this Contract. However, failure to do so for any legitimate reason shall not nullify this Contract, providing the Closing takes place within Ninety (90) days of said date. Possession shall be granted to Buyer at closing unless otherwise agreed in writing by Seller and Buyer.

¹ Pursuant to the parties MSA, the sales price of the property owned as tenants in common by the three parties to this sales contract is \$650,000. George Francis is entitled to \$109,120 off the top of the sales price for the superfiary house. The remaining balance of \$540,880 results in a 1/3 share of \$180,293.33 to each party. As such, the two thirds payout equals \$360,586.66 plus the superfiary house payout of \$109,120 to George Francis, plus \$15,000 payout to James Francis results in a buyout price of \$484,706.66.

5. EXPENSES. Sellers (current owners) are responsible for Real estate taxes, insurance, utility expenses, association assessments and dues, rent and/or security deposits, if any, shall be prorated to the date of Closing. Adjustments for real property taxes shall be based upon the most recent tax bill available. All expenses of obtaining financing, preparing loan documents, installment sales contracts, appraisals, inspections, title examinations, title insurance, and the recording fees of the deed and any purchase money mortgage shall be paid by the Buyer. Each party shall pay their own attorney's fees.

6. TITLE. At Closing, Sellers shall convey good, marketable and insurable fee simple title to the Property to the Buyer by Warranty Deed; subject only to easements, covenants, restrictions, and rights of way of record that do not render the title unmarketable, any leases described herein, real property taxes due and payable, and all zoning, building, environmental, or other laws or regulations affecting the use or occupancy of the Property. Buyer shall have Ten (10) days from an accepted contract, to inspect the bound posts to the Property, and shall be deemed to consent to them unless Buyer files written objections by the end of that period with the Seller and/or Agent. In the event that Buyer notifies Seller that the bound posts cannot be located, then Seller shall provide for the placement or location of bound posts on the property in identifiable positions. Buyer shall be allowed to have the title examined and shall promptly notify Seller in writing of any title defects, zoning or deed restriction violations, or encroachments which may exist. Seller shall then have a reasonable opportunity to cure such objections and may extend the date for closing up to Sixty (60) days after notification of the objections in order to cure them. The costs of curing any defects in title shall be equally born by the parties. If Seller is unable to cure the objections, then Buyer shall have the right to terminate this contract, and receive a refund of the earnest money deposit, and no party shall have any further rights, claims, obligations or liabilities arising out of or resulting from this contract.

7. INSPECTION, ENTRY AND BROKER INDEMNIFICATION.

(a) Buyer or Buyer's designee shall inspect the property within Ten (10) days of receipt of a fully executed copy of this Contract, for the purpose of inspecting the condition of the property. Buyer shall have forty-eight (48) hours from the inspection in which to notify Seller in writing of Buyer's intention to cancel this Contract, with neither party having any claim against the other, except that the deposit paid hereunder shall be refunded to Buyer forthwith and in full. The inspection period is a time period for Buyer to ascertain the condition of the property with the knowledge that if Buyer proceeds with the sale, Buyer is accepting the condition with no representations or warranties by the Seller whatsoever, except as specifically set forth herein. In no case shall Seller be held responsible for damages or physical defects to the property.

(b) Buyer and Buyer's agents, employees, independent contractors, engineers, surveyors and other representative (collectively "Agents") shall have the right to enter Property at reasonable times for the purpose of performing appraisals, testing water samples, making surveys of the Property, and performing any and all other reasonable activities relating to the purchase of the Property. Buyer and such Agents shall make entry only after providing reasonable notice to Seller and any tenant or other occupant of the Property. Buyer agrees that the entry permitted by this paragraph shall not cause injury or damage to the Property.

Contract of Sale

Page 3

(c) Buyer and Seller acknowledge that in the course of events leading to this contract they have been advised of the need for professional opinions, advice, counsel and other services for the protection of their interests or rights in this matter, including but not limited to: consultation with an attorney prior to the signing of this contract, and professional inspection and evaluation of the Property by an engineer, surveyor or inspector to reveal any defects or deficiencies that may or may not be visually detectable. The undersigned parties hereby acknowledge that they have not received or relied upon any statements or representations made by any party which are not expressly set forth in this Contract.

8. DEFAULT BY BUYER. If the Seller accepts this Contract and if the transaction contemplated herein is not closed by reason of Buyer's default or failure or refusal to perform through no fault of the Seller, then Seller shall have the right to elect either, (i) to terminate this Agreement, to have the earnest money deposit paid to Seller as full liquidated damages, and no party shall have any further rights, obligations or liabilities hereunder; or (ii) Seller may pursue an action for specific performance.

9. DEFAULT BY SELLER. If the Seller accepts this Contract and if the transaction contemplated herein is not closed by reason of Seller's default or failure or refusal to perform through no fault of the Buyer, then Buyer shall have the right to elect either (i) to terminate this Agreement and receive a refund of the earnest money deposit paid hereunder and no party shall have any further rights, obligations or liabilities hereunder; or (ii) Buyer may pursue an action for specific performance.

10. MISCELLANEOUS. This contract constitutes the entire agreement between the parties hereto and no representations, agreements, inducements or provisions other than those expressly set forth herein shall be binding. All changes, additions or deletions to this contract must be in writing and signed by all parties. All notices shall be in writing and may be delivered via confirmed facsimile transmission, hand delivered to the other party or its attorney or agent. The notice shall be effective when hand delivered on the date sent, as evidenced by the delivery confirmation. The parties agree that signatures by facsimile will be binding. This contract, regardless of where it is signed, shall be deemed to have been made in the United States Virgin Islands and shall be governed by and interpreted in accordance with the laws of the United States Virgin Islands. Buyer shall not have the right to assign any of Buyer's rights or obligations under this contract without the prior written consent of Seller, which consent shall not be unreasonably withheld. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns. As used herein, words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate. At Closing, the Seller shall also comply with the withholding tax requirements imposed by section 1445 of the Internal Revenue Code. The Buyer and Seller acknowledge that there is no real estate agent involved in this transaction and that no agent commission is owed at the time of closing.

JA061

Contract of Sale

Page 4

11. FINANCING. Financing: Buyers obligations under this Contract are subject to and contingent upon the Buyers being able to obtain a commitment for a satisfactory mortgage loan on the property from a lending institution doing business in the U.S. Virgin Islands within 45 business days of the date of execution hereof by Sellers. If, after diligent effort, the Buyers are unable to obtain a commitment for a satisfactory mortgage loan, this Agreement shall terminate and the Buyers' deposit shall be promptly refunded in full. Buyers agree to use diligent efforts to obtain a commitment for a satisfactory mortgage loan. For the purpose of this contract, "diligent efforts" shall require Buyers to apply for a mortgage loan to a lending institution doing business in the U.S. Virgin Islands within ten (10) business days of execution of this Contract by the Seller, and to comply with the lender's requirements for the payment of fees and production of documents.

ASSIGNMENT: Buyer shall not assign this Contract of Sale.

12. OTHER CONDITIONS. (if none so state) _____

13. LEAD WARNING DISCLOSURE AND 10 DAY INSPECTION PERIOD OR WAIVER. (if not required state reason)

THIS CONTRACT OF SALE BECOMES A BINDING LEGAL CONTRACT WHEN EXECUTED BY ALL PARTIES, AND EACH PARTY SHOULD READ AND UNDERSTAND ITS TERMS AND CONDITIONS.

READ CAREFULLY BEFORE SIGNING

DATED: _____

Counsel:

SELLERS:

GEORGE FRANCIS

Counsel:

JAMES L. FRANCIS

Contract of Sale

Page 5

DATED: _____

Counsel:

BUYER:

EDWARD FRANCIS

RECEIPT is hereby acknowledged of the payment of Twenty Thousand Dollars and 00/100 (\$20,000.00), to the escrow account of _____, as stipulated in this Contract of Sale, as the earnest money deposit. The undersigned represents that these funds will be deposited within two (2) banking days of the Acceptance Date.

By: _____

JA063

CONTRACT OF SALE

THIS CONTRACT OF SALE dated the ____ day of February 2022, between:

SELLER(S): George Francis & James Francis, (hereinafter called "Sellers".)
St. Thomas, Virgin Islands 00802

BUYER(S): Edward Francis, (hereinafter called "Buyer".)
St. Thomas, Virgin Islands 00802

PROPERTY: Buyer hereby offers to purchase the two-third (2/3) interest of Sellers in the following real estate:

65 Remainder Smith Bay
No.s 1, 2, & 3 East End Quarter Northside Quarter
St. Thomas U.S. Virgin Islands 00802

2. PURCHASE PRICE/DEPOSIT: The Buyer shall pay the sum of **Four Hundred Sixty Nine Thousand, Seven Hundred Six Dollars and 66/100 (\$469,706.66)** payable as follows: **FORTY SIX THOUSAND NINE HUNDRED SEVENTY AND 67/100 DOLLARS (\$46,970.67)** upon full execution of this contract by Buyer as an earnest money deposit to the Escrow of Account of Sellers Attorney as directed; The remaining balance of **Four Hundred Twenty Two, Seven Hundred Thirty Five Dollars and 99/100 (\$436,706.66)** will be paid at closing by certified check.

Seller's attorney **GEORGE MILLER** agrees to hold all earnest money deposit in his escrow account and agree to apply the earnest money as set forth herein. If any dispute arises between Buyer and Sellers over the return or forfeiture of the earnest money deposit held in his escrow account, the Sellers Attorney shall retain the earnest money deposit until he/she has received a written release from all parties consenting to its disposition or until a court of competent jurisdiction orders disbursement.

3. ACCEPTANCE. Buyer's offer must be accepted in writing by Seller within ten (10) days of the date Buyer signs this Contract. If this Contract is not accepted within this time period, then it shall terminate, and the earnest money deposit shall be promptly refunded to Buyer.

4. CLOSING. The closing shall take place in St. Thomas, United States Virgin Islands within Sixty (60) days of the date of full execution of this Contract. However, failure to do so for any legitimate reason shall not nullify this Contract, providing the Closing takes place within Ninety (90) days of said date. Possession shall be granted to Buyer at closing unless otherwise agreed in writing by Seller and Buyer.

JA064

5. EXPENSES. The parties are equally responsible for Real estate taxes, insurance, utility expenses, association assessments and dues, rent and/or security deposits, if any, which shall be prorated to the date of Closing. Adjustments for real property taxes shall be based upon the most recent tax bill available. All expenses of obtaining financing, preparing loan documents, installment sales contracts, appraisals, inspections, title examinations, title insurance, and the recording fees of the deed and any purchase money mortgage shall be paid by the Buyer. Each party shall pay their own attorney's fees.

6. TITLE. At Closing, Sellers shall convey good, marketable and insurable fee simple title to the Property to the Buyer by Warranty Deed; subject only to easements, covenants, restrictions, and rights of way of record that do not render the title unmarketable, any leases described herein, real property taxes due and payable, and all zoning, building, environmental, or other laws or regulations affecting the use or occupancy of the Property. Buyer shall have Ten (10) days from an accepted contract, to inspect the bound posts to the Property, and shall be deemed to consent to them unless Buyer files written objections by the end of that period with the Seller and/or Agent. In the event that Buyer notifies Seller that the bound posts cannot be located, then Seller shall provide for the placement or location of bound posts on the property in identifiable positions. Buyer shall be allowed to have the title examined and shall promptly notify Seller in writing of any title defects, zoning or deed restriction violations, or encroachments which may exist. Seller shall then have a reasonable opportunity to cure such objections and may extend the date for closing up to Sixty (60) days after notification of the objections in order to cure them. The costs of curing any defects in title shall be equally born by the parties. If Seller is unable to cure the objections, then Buyer shall have the right to terminate this contract, and receive a refund of the earnest money deposit, and no party shall have any further rights, claims, obligations or liabilities arising out of or resulting from this contract.

7. INSPECTION, ENTRY AND BROKER INDEMNIFICATION.

(a) Buyer or Buyer's designee shall inspect the property within Ten (10) days of receipt of a fully executed copy of this Contract, for the purpose of inspecting the condition of the property. Buyer shall have forty-eight (48) hours from the inspection in which to notify Seller in writing of Buyer's intention to cancel this Contract, with neither party having any claim against the other, except that the deposit paid hereunder shall be refunded to Buyer forthwith and in full. The inspection period is a time period for Buyer to ascertain the condition of the property with the knowledge that if Buyer proceeds with the sale, Buyer is accepting the condition with no representations or warranties by the Seller whatsoever, except as specifically set forth herein. In no case shall Seller be held responsible for damages or physical defects to the property.

(b) Buyer and Buyer's agents, employees, independent contractors, engineers, surveyors and other representative (collectively "Agents") shall have the right to enter Property at reasonable times for the purpose of performing appraisals, testing water samples, making surveys of the Property, and performing any and all other reasonable activities relating to the purchase of the Property. Buyer and such Agents shall make entry only after providing reasonable notice to Seller and any tenant or other occupant of the Property. Buyer agrees that the entry permitted by this paragraph shall not cause injury or damage to the Property.

(c) Buyer and Seller acknowledge that in the course of events leading to this contract they have been advised of the need for professional opinions, advice, counsel and other services for the protection of their interests or rights in this matter, including but not limited to: consultation with an attorney prior to the signing of this contract, and professional inspection and evaluation of the Property by an engineer, surveyor or inspector to reveal any defects or deficiencies that may or may not be visually detectable. The undersigned parties hereby acknowledge that they have not received or relied upon any statements or representations made by any party which are not expressly set forth in this Contract.

8. DEFAULT BY BUYER. If the Seller accepts this Contract and if the transaction contemplated herein is not closed by reason of Buyer's default or failure or refusal to perform through no fault of the Seller, then Seller shall have the right to elect either, (i) to terminate this Agreement, to have the earnest money deposit paid to Seller as full liquidated damages, and no party shall have any further rights, obligations or liabilities hereunder; or (ii) Seller may pursue an action for specific performance.

9. DEFAULT BY SELLER. If the Seller accepts this Contract and if the transaction contemplated herein is not closed by reason of Seller's default or failure or refusal to perform through no fault of the Buyer, then Buyer shall have the right to elect either (i) to terminate this Agreement and receive a refund of the earnest money deposit paid hereunder and no party shall have any further rights, obligations or liabilities hereunder; or (ii) Buyer may pursue an action for specific performance.

10. MISCELLANEOUS. This contract constitutes the entire agreement between the parties hereto and no representations, agreements, inducements or provisions other than those expressly set forth herein shall be binding. All changes, additions or deletions to this contract must be in writing and signed by all parties. All notices shall be in writing and may be delivered via confirmed facsimile transmission, hand delivered to the other party or its attorney or agent. The notice shall be effective when hand delivered on the date sent, as evidenced by the delivery confirmation. The parties agree that signatures by facsimile will be binding. This contract, regardless of where it is signed, shall be deemed to have been made in the United States Virgin Islands and shall be governed by and interpreted in accordance with the laws of the United States Virgin Islands. Buyer shall not have the right to assign any of Buyer's rights or obligations under this contract without the prior written consent of Seller, which consent shall not be unreasonably withheld. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns. As used herein, words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate. At Closing, the Seller shall also comply with the withholding tax requirements imposed by section 1445 of the Internal Revenue Code. The Buyer and Seller acknowledge that there is no real estate agent involved in this transaction and that no agent commission is owed at the time of closing.

Contract of Sale

Page 4

11. FINANCING. Financing: Buyers obligations under this Contract are subject to and contingent upon the Buyers being able to obtain a commitment for a satisfactory mortgage loan on the property from a lending institution doing business in the U.S. Virgin Islands within 45 business days of the date of execution hereof by Sellers. If, after diligent effort, the Buyers are unable to obtain a commitment for a satisfactory mortgage loan, this Agreement shall terminate and the Buyers' deposit shall be promptly refunded in full. Buyers agree to use diligent efforts to obtain a commitment for a satisfactory mortgage loan. For the purpose of this contract, "diligent efforts" shall require Buyers to apply for a mortgage loan to a lending institution doing business in the U.S. Virgin Islands within ten (10) business days of execution of this Contract by the Seller, and to comply with the lender's requirements for the payment of fees and production of documents.

ASSIGNMENT: Buyer shall not assign this Contract of Sale.

12. OTHER CONDITIONS. (if none so state) In addition, Buyer shall pay FIFTEEN THOUSAND DOLLARS (\$15,000.00) to seller James Lawrence Francis at closing.

13. LEAD WARNING DISCLOSURE AND 10 DAY INSPECTION PERIOD OR WAIVER. (if not required state reason)

THIS CONTRACT OF SALE BECOMES A BINDING LEGAL CONTRACT WHEN EXECUTED BY ALL PARTIES, AND EACH PARTY SHOULD READ AND UNDERSTAND ITS TERMS AND CONDITIONS.

READ CAREFULLY BEFORE SIGNING

DATED: _____

Counsel:

SELLERS:

GEORGE FRANCIS

Counsel:

JAMES L. FRANCIS

JA067

Contract of Sale

Page 5

DATED: _____

Counsel:

BUYER:

EDWARD FRANCIS

RECEIPT is hereby acknowledged of the payment of Twenty Thousand Dollars and 00/100 (\$20,000.00), to the escrow account of _____, as stipulated in this Contract of Sale, as the earnest money deposit. The undersigned represents that these funds will be deposited within two (2) banking days of the Acceptance Date.

By: _____

FILED

February 16, 2022 09:08 PM

ST-2020-CV-00190

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,

Plaintiffs

vs

EDWARD FRANCIS and JAMES FRANCIS,

Defendants

Case No. ST-2020-CV-00190

ACTION FOR PARTITION

MOTION TO WITHDRAW AS COUNSEL

COMES NOW George Marshall Miller, the attorney of record for Plaintiff George Francis, in the above-entitled proceeding, and pursuant to Rule 6-5 of the Virgin Islands Rules of Civil Procedure, he hereby moves this Honorable Court for leave to withdraw as counsel for Plaintiff for the reason that he and the Plaintiff have reached a substantial disagreement and impasse with respect to the handling of this case.

Rule 6-5 provides that

No attorney may withdraw an appearance except with leave of court after notice to the attorney's client. All motions for withdrawal as counsel shall include a verified statement as to contact with or attempts to contact the client concerning such withdrawal, an indication of service upon or efforts to serve the client with the moving papers, and updated civil litigant data forms for each client, which forms shall include the client's last known address and telephone number.

The undersigned has both mailed and emailed a copy of this motion and its supporting attachments to Plaintiff, and the undersigned waives oral argument.

Attached hereto and made a part hereof is [a] the undersigned's verified Affirmation & Declaration as to his contact with the Plaintiff George Francis concerning his withdrawal, and [b]

a copy of the Plaintiff's Case Information and Litigant Data Form originally dated April 28, 2020 the contents of which remain the same to the date hereof including the Plaintiff's last known address and telephone number.

Respectfully submitted on February 16, 2022.

/s/ *George Marshall Miller*

GEORGE MARSHALL MILLER
Attorney for Plaintiffs
VI Bar No. 373
1212 Bjerger Gade
St. Thomas, USVI 00802
340-776-5700 Tel.
800-494-7967 Fax.
grellim@gmail.com Email

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this document complies with the page or word limitations set forth in VI Civ. P. Rule 6-1(e), and that, on February 16, 2022, I caused a true and exact copy of it, and of all other documents filed in support of, or in connection with it, to be served upon the following persons *via* the Superior Court's C-Track e-filing system and/or *via* email:

Darren John-Baptiste, Esq.
djohnbap@gmail.com

Pedro K. Williams, Esq.
pedro.williams@pkwilliamsllaw.com

Additionally, I hereby certify that I mailed and emailed a copy of this motion to withdraw along with its attachments to

Mr. George Francis
P.O. Box 8873
St. Thomas, VI 00801

Email: noescape62@yahoo.com

/s/ *George Marshall Miller*

FILED

March 01, 2022 07:04 PM

ST-2020-CV-00190

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,)
)
 Plaintiff,)
)
)
 EDWARD ALEXANDER FREANCIS AND)
 JAMES LAWRENCE FRANCIS)
)
 Defendant.)
)

CASE NO. ST-20-CV-00190
ACTION FOR PARTITION

MOTION TO ENFORCE MEDIATED SETTLEMENT

COMES NOW, the Defendant, by and through the undersigned counsel, and files the instant motion for an Order enforcing the settlement agreement. In support hereof, Defendant shows as follows:

1. That Court ordered mediation occurred in the above captioned matter on December 2, 2021 at which time the above captioned matter was resolved as evidenced by the attached executed mediated settlement agreement. **(Exhibit 1 Mediated Settlement Agreement.)**
2. That in pertinent part pursuant to the parties Mediated Settlement Agreement, the parties agreed that the property subject to this partition action would be listed for sale for an asking price of not less than \$650,000.00 and that the minimum acceptable price will be \$560,104 plus the expenses of any sale. Moreover, that if an offer is made for less than \$560,104.00 it shall be acceptable if two of the three parties agree to accept it.
3. That on December 8, 2021 Defendant Edward Francis notified the other parties that he wished to buy out their two thirds interest at the agreed upon price of \$650,000.00

- which would save them the realtors commission fee of six percent. **(Exhibit 2, Email Communication).**
4. That on December 10, 2022, the undersigned counsel proposed drafting a simple purchase agreement which was acknowledged by the other parties and the same was disseminated and commented on by counsel for both other parties.
 5. That Defendant James Lawrence Francis by and through counsel, with minor corrections and changers to Contract of Sale, indicated he agreed with the proposed sale.
 6. That despite some delay, on December 17, 2021 Plaintiff's counsel indicated that the Plaintiff had authorized him to finalize the contract of sale between the parties. **(See Exhibit 3, Email).**
 7. After some more delay, on February 8, 2022 Plaintiff's counsel contacted the undersigned counsel by phone indicating that Mr. George Francis was ready to move forward with the sale but counsel wished to have clarification on changes made to the initial contract by Attorney Williams. In response to Attorney Miller's call, on February 9, 2022 the undersigned counsel sent an email to counsel for the parties recounting the prior day's communication with Attorney Miller and attempted to make clear all changes to the contract and explain the payout calculation. At that time a second revised and updated contract of sale was shared with both parties. **(See Exhibit 4, February 9, 2022 Email and Revised Contract).**
 8. Two days later, on February 11, 2022, Plaintiff's counsel advised that his client would not sign the contract of sale. (Exhibit 5, attached).

9. To that end, Defendants Edward Francis and James Lawrence Francis have executed the Second Revised contract of sale, Defendant Edward Francis has secured the necessary earnest money deposit and has approached his bank about financing.

10. That Defendant Edward Francis now asks this Honorable Court to enforce the mediated settlement agreement between the parties and compel Plaintiff George Francis' signature so that the sale of parcel 65 Remainder Smith Bay may proceed.

11. Attorney Pedro Williams on behalf of Defendant James Lawrence Francis has indicated that he joins in the instant motion.

WHEREFORE, the Defendant Edward Francis prays that this Court issues an order enforcing the mediated settlement agreement and enters an Order compelling George Francis signature on the Contract of Sale.

Respectfully submitted,

DATED: February 16, 2022

**LAW OFFICES OF
DARREN JOHN-BAPTISTE, PLLC**

/s/ Darren John-Baptiste, Esq.
Darren John-Baptiste, Esq.
1692 Prindsens Gade Suite 5
St. Thomas, V.I. 00802
Ph. 340-774-4400
Email: djohnbap@gmail.com

CERTIFICATE OF SERVICE

I do hereby certify that I caused a true and exact copy of the foregoing Motion to Enforce the Mediated Settlement Agreement and Exhibits to be filed with the Court Electronic Filing System which will then direct a copy/link Attorney George Miller, Esq. at grellim@gmail.com and Attorney Pedro Williams, Esq. pedro_k_williams@hotmail.com on this 16th day of February 2022

/s/ Darren John-Baptiste, Esq.

JA073

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

GEORGE FRANCIS,)	
	)	Case No. ST-2020-CV-00190
Plaintiff,)	
	)	ACTION FOR PARTITION
)	
v.)	
)	
EDWARD ALEXANDER FRANCIS and)	
JAMES LAWRENCE FRANCIS)	
)	
Defendants.)	
_____)	

MOTION TO RESCIND THE MEDIATED SETTLEMENT AGREEMENT

COMES NOW Plaintiff George Francis (“**Plaintiff**”), by and through undersigned counsel, and hereby moves this Honorable Court to rescind the mediated settlement agreement entered into by Plaintiff and Defendants Edward A. Francis and James L. Francis on December 2, 2021 (the “**Agreement**”). Defendants are in material breach of the Agreement because they have failed to take steps to list Parcel No. Remainder 65 Estate Smith Bay, St. Thomas (the “**Property**”); and, have entered into a contract for the purchase and sale of the Property, thereby excusing Plaintiff’s performance under the Agreement. In support, Plaintiff has filed an accompanying Memorandum of Law in Support of this Motion.

WHEREFORE, Plaintiff prays that this Court grants this Motion and rescinds the Agreement, thereby restoring the relative position of the parties and allowing Plaintiff to proceed with partition-in-kind as stated in his original complaint.

that Pollara's failure to tender the earnest money deposit constituted a material breach of contract. Here, although neither party made any attempt to list the property, by virtue of Defendant Edward Francis' offer to purchase the property at the full asking price of \$650,000.¹

Plaintiff waived the requirement of listing the property by taking no steps himself to list the property, initially agreeing to the buyout terms and then waiting almost two months to raise an objection about the failure to list the property.

The MSA was entered into on December 2, 2021. No party to the MSA took any meaningful step towards obtaining a signed listing agreement and on December 8, 2021 Defendant Edward Francis notified the other parties of his desire to purchase the property at the full asking price of \$650,00.00. Defendant James Francis by through counsel immediately indicated that he agreed with the sale and made corrections to the proposed contract of sale. That despite some delay, Plaintiff George Francis by and through his former counsel, first on December 17, 2021 and then again on February 8, 2022 indicated that he agreed with the sale. It was only on February 11, 2022 that Plaintiff George Francis indicated that he would not sign the contract and did not agree to the sale.

There are few principles of contract law better established, or more uniformly acknowledged, than the rule that when a contract not fully performed on either side is continued in spite of a known excuse, the right to rely on the known excuse is waived in turn, the defense based on the excuse is lost and the party who would otherwise have been excused is liable if it subsequently fails to perform.

¹ Per the contract of sale subsequently entered into between James and Edward Francis the he buyout price is \$469,706.66. This figure was arrived at by taking the established sales price of \$650,000 and deducting the \$109,120 that George Francis is entitled to off the top which leaves a remaining balance of \$540,880. This figure is then divided by three to determine the parties 1/3 share to wit: \$180,293.33. The buyout price then becomes the two parties share plus the superfiary house (\$180,293.33x2)+ \$109,120 equals \$469,706.66. George Francis share of the contract price would be \$289,413.33. (\$180,293.33+\$109,120).

ivera v. Star (D. V.I. 2021) (holding a party to a contract may waive a condition precedent to its performance, or a breach of the contract's provisions, by conduct manifesting a continued recognition of the contract's existence after learning of the breach or failure of the condition, such as by continuing to perform or accepting performance under the contract and receiving the benefit of it. . . . By choosing to proceed following the nonoccurrence of a condition or a breach, the party who would otherwise have been excused may broadly be said to have waived the failure of the condition or the breach.) Similarly, here Plaintiff George Francis waived the purported breach by one he himself taking no steps towards obtaining a signed listing agreement and two despite having knowledge that the property was not being listed initially agreeing to Defendant George Francis buyout offer and finally waiting over two months to raise an objection over the failure to list the property.

WHEREFORE, the Defendant Edward Francis prays that this Court denies Plaintiff's motion to rescind the MSA and compels Plaintiff to execute the contract of sale previously executed by the Defendants.

Respectfully submitted,

DATED: April 15, 2022

**LAW OFFICES OF
DARREN JOHN-BAPTISTE, PLLC**

/s/ Darren John-Baptiste, Esq.
Darren John-Baptiste, Esq.
1692 Prindsens Gade Suite 5
St. Thomas, V.I. 00802
Ph. 340-774-4400
Email: djohnbap@gmail.com

CERTIFICATE OF SERVICE

I do hereby certify that I caused a true and exact copy of the foregoing Opposition to Plaintiff's Motion to Rescind the Mediated Settlement Agreement to be filed with the Court Electronic Filing System which will then direct a copy/link Attorney George Miller, Esq. at grellim@gmail.com and Attorney Pedro Williams, Esq. pedro_k_williams@hotmail.com on this 15th day of April 2022

/s/ Darren John-Baptiste, Esq.

FILED

April 19, 2022 02:10 PM
ST-2020-CV-00190
TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,

Plaintiff,

vs.

**EDWARD ALEXANDER FRANCIS and
JAMES LAWRENCE FRANCIS**

Defendants.

CIVIL NO. ST-2020-CV-00190

ACTION FOR PARTITION

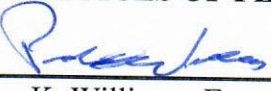
**OPPOSITION TO MOTION TO RESCIND
THE MEDIATED SETTLEMENT AGREEMENT**

COMES NOW, Defendant, James Lawrence Francis, by and through his undersigned counsel and respectfully opposes Plaintiff's Motion to Rescind the Mediated Settlement Agreement. In support of his opposition, the attached memorandum of law is submitted.

Respectfully Submitted,

LAW OFFICES OF PEDRO K. WILLIAMS

Dated: April 19, 2022

By: 
Pedro K. Williams, Esq.
Attorney for Defendant James Lawrence Francis
5212 Wimmelskafts Gade, Suite 200
St. Thomas, Virgin Islands 00802-6404
Telephone: (340) 774-2100
Email address: pedro.williams@pkwilliamsllaw.com
VIRGIN ISLANDS BAR NO. 362

CERTIFICATE OF SERVICE

This is to certify that on the 19th day of April, 2022 a true and exact copy of the foregoing ***Opposition to Motion to Rescind the Mediated Settlement Agreement*** was e-mailed to:

Jechonias S. James, Esq
Attorney for George Francis
8168 Crown Bay Marina, Ste. 505-541
St. Thomas, VI 00802-5819
Tel: (340) 474-2104
Fax: (214) 594.9405
Email: www.jjamespc.com

and

Darren John-Baptiste, Esq.
Attorney for Defendant, Edward Francis
1692 Prindsens Gade Suite 5
St. Thomas, V.I. 00802
Tel: (340) 774-4400
Email: djohnbap@gmail.com



CERTIFICATE OF SERVICE

I do hereby certify that I caused a true and exact copy of the foregoing Renewed Motion to Enforce the Mediated Settlement Agreement and Proposed Order to be filed with the Court Electronic Filing System which will then direct a copy/link Attorney Jechonias S. James, Esq. at jechonias@jjamespc.com and Attorney Pedro Williams, Esq. pedro_k_williams@hotmail.com on this 5th day of December 2022

/s/ Darren John-Baptiste, Esq.

FILED

December 05, 2022 12:42 PM

ST-2020-CV-00190

TAMARA CHARLES
CLERK OF THE COURT

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

GEORGE FRANCIS,

Plaintiff,

EDWARD ALEXANDER FREANCIS AND
JAMES LAWRENCE FRANCIS

Defendant.

CASE NO. ST-20-CV-00190

ACTION FOR PARTITION

ORDER


THIS MATTER is before the Court on Defendant's Motion to Enforce the Mediated Settlement Agreement in which Defendant James Lawrence Francis Joins. The Court being fully advised of the premises and satisfied thereof, it is hereby

ORDERED, that the Motion is **GRANTED**; and it is further

ORDERED, that Plaintiff George Francis shall execute within seven (7) days of this Court's Order the Contract of Sale presently executed by Edward Francis and James Lawrence Francis and it is further

ORDERED, that a copy of this Order shall be served on Plaintiff George Francis and copies directed to counsel of record for the respective parties.

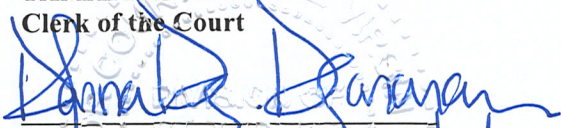
Dated: December 5, 2022



HON. SIGRID M. TEJO
Judge of the Superior Court
of the Virgin Islands

ATTEST:

TAMARA CHARLES
Clerk of the Court



Donna D. Donovan
Court Clerk Supervisor
12/8/2022

INVOICE

FROM:

Delrease Roberts & Associates
 Delrease Roberts & Associates
 PO Box 11762
 St Thomas, VI 00801-4762

Telephone Number: (340) 776-5853 Fax Number: (340) 777-1447

INVOICE NUMBER

11082021

DATE

11/9/2021

REFERENCE

Internal Order #: 11082021
 Lender Case #:
 Client File #:
 Main File # on form: 11082021
 Other File # on form:
 Federal Tax ID:
 Employer ID:

TO:

Edward Francis, James Francis & George Francis
 P.O. Box 7862
 St. Thomas, VI 00801

Telephone Number: Fax Number:
 Alternate Number: E-Mail:

DESCRIPTION

Lender: George Francis & Others Client: George Francis & Others
 Purchaser/Borrower: George Francis & Others
 Property Address: 65 Remainder Estate Smith Bay
 City: St. Thomas
 County: N/A State: V.I. Zip: 00802
 Legal Description: 65 Remainder Estate Smith Bay, East End Quarter

FEES

AMOUNT

Inspection of site, review and verification of data and preparation of an updated report attached herewith. 850.00

SUBTOTAL 850.00

PAYMENTS

AMOUNT

Check #: Date: Description:
 Check #: Date: Description:
 Check #: Date: Description:

SUBTOTAL

TOTAL DUE \$ 850.00



APPRAISAL OF REAL PROPERTY

LOCATED AT:

65 Remainder Estate Smith Bay
East End Quarter
St. Thomas, Virgin Islands 00802

FOR:

George Francis & Others
P.O. Box 7862
St. Thomas, Virgin Islands 00801

AS OF:

10/26/2021

BY:

Delrease Roberts
P.O. Box 11762
St. Thomas, Virgin Islands 00801
delrob31@gmail.com
(340)513-3507

Delrease Roberts
Delrease Roberts & Associates
P.O. Box 11762
St. Thomas, Virgin Islands 00801

November 9, 2021

George Francis & Others
P.O. Box 7862
St. Thomas, Virgin Islands 00801

Re: Property: 65 Remainder Estate Smith Bay
St. Thomas, V.I. 00802
Borrower: George Francis & Others
File No.: 11082021

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Delrease Roberts
CGA
Lic. #034

JA087

Borrower	George Francis & Others	File No.	11082021
Property Address	65 Remainder Estate Smith Bay		
City	St. Thomas	County	N/A
Lender/Client	George Francis & Others	State	V.I.
		Zip Code	00802

TABLE OF CONTENTS

Invoice	1
Cover Page	2
Letter of Transmittal	3
Summary of Salient Features	4
USPAP Identification	5
GP 2-4 Unit	6
Supplemental Addendum	12
Supplemental Addendum	13
Subject Photos	14
Interior Photos	15
Subject Photos Interior	16
Interior Photos	17
Environmental Addendum - Appraiser	18
Location Map	20
Comparable Photos 1-3	21
Plat Map	22
Aerial Map	23
Statement of Limiting Conditions	24
Building Sketch	26

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	65 Remainder Estate Smith Bay
	Legal Description	65 Remainder Estate Smith Bay, East End Quarter
	City	St. Thomas
	County	N/A
	State	V.I.
	Zip Code	00802
	Census Tract	9601.00
	Map Reference	1-05702-0335-00
SALES PRICE	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Borrower	George Francis & Others
	Lender/Client	George Francis & Others
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	2,252
	Price per Square Foot	\$
	Location	Estate Smith Bay
	Age	61
	Condition	Average
	Total Rooms	12
	Bedrooms	6
	Baths	2
APPRAISER	Appraiser	Delrease Roberts
	Date of Appraised Value	10/26/2021
VALUE	Final Estimate of Value	\$ 445,000

Borrower	George Francis & Others	File No.	11082021
Property Address	65 Remainder Estate Smith Bay		
City	St. Thomas	County	N/A
		State	V.I.
		Zip Code	00802
Lender/Client	George Francis & Others		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)


My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 6-12 months.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

I have not appraised this property within the past three years.

APPRAISER:

Signature: 
Name: Delrease Roberts
CGA
State Certification #: 034
or State License #: _____
State: VI Expiration Date of Certification or License: 12/31/2021
Date of Signature and Report: 11/09/2021
Effective Date of Appraisal: 10/26/2021
Inspection of Subject: None Interior and Exterior Exterior-Only
Date of Inspection (if applicable): 10/26/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date of Signature: _____
Inspection of Subject: None Interior and Exterior Exterior-Only
Date of Inspection (if applicable): _____

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

SUBJECT	Property Address: 65 Remainder Estate Smith Bay		City: St. Thomas		State: V.I.		Zip Code: 00802			
	County: N/A		Legal Description: 65 Remainder Estate Smith Bay, East End Quarter							
	Assessor's Parcel #: 1-05702-0335-00		Tax Year: 2021		R.E. Taxes: \$ 451.27		Special Assessments: \$ 0.00			
	Current Owner of Record: George Francis & Others		Borrower (if applicable): George Francis & Others							
ASSIGNMENT	Occupant: <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant		Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Other (describe)		HOA: \$ N/A		<input type="checkbox"/> per yr. <input type="checkbox"/> per mo.			
	Market Area Name: Estate Smith Bay		Map Reference: 1-05702-0335-00		Census Tract: 9601.00					
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)									
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective									
MARKET AREA DESCRIPTION	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input checked="" type="checkbox"/> Cost Approach <input checked="" type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)									
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)									
	Intended Use: Evaluate subject to establish market value for legal proceedings.									
	Intended User(s) (by name or type): Owners and Attorneys.									
SITE DESCRIPTION	Client: George Francis & Others		Address: P.O. Box 7862, St. Thomas, VI 00801							
	Appraiser: Delrease Roberts		Address: P.O. Box 11762, St. Thomas, VI 00801							
	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	
	Marketing time: <input type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input checked="" type="checkbox"/> Over 6 Mos.		Predominant Occupancy: <input checked="" type="checkbox"/> Owner 75 <input type="checkbox"/> Tenant 20 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)		2 - 4 Unit Housing: PRICE AGE \$ (000) (yrs)		Present Land Use: One-Unit 10% 2-4 Unit 55% Multi-Unit 20% Comm'l 10% Vacant 5%		Change in Land Use: <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process * * To: _____	
	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Neighborhood boundaries are Estates Frydendal to the west, Nazareth to the east and south, and the Atlantic Ocean to north. General market conditions are relatively stable with fixed rate mortgages predominating. FHA, VA loans are also readily available with low interest rates. The parcel's northern boundary is along the Emile Francis Memorial Drive, in the densely populated area of the estate. The surrounding homes in the neighborhood vary in age, design, and size. Most homes enjoy a view of the surrounding estate and the Atlantic Ocean.									
	Dimensions: No survey or title search reviewed		Zoning Classification: R-2		Site Area: 0.42 Acres		Description: Residential low density (2 family dwelling)		Zoning Compliance: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	
	Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown		Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Ground Rent (if applicable) \$ _____ / _____					
	Comments: Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) _____									
	Actual Use as of Effective Date: Residential		Use as appraised in this report: Residential						Summary of Highest & Best Use: The three major components for the Highest and Best Use have been established for the subject: Legally - Based on the zoning regulations it has been determined that the existing improvement represents a conforming use. Physically - The zoning law gives a maximum height for each structure within the zoning category. Financially - An income stream has been documented. Highest & Best Use is developed for residential use.	
	Utilities: Public Other Provider/Description		Off-site Improvements Type Public Private		Frontage Public Road-Typical		Topography Flat to gentle slope		Size 0.42 acre	
Electricity <input checked="" type="checkbox"/> WAPA		Street Concrete/Asphalt <input checked="" type="checkbox"/>		Shape Irregular		Drainage Appears adequate		View Neighborhood/Ocean		
Gas <input checked="" type="checkbox"/> Bottled		Width 10'		Surface Asphalt-Typical		Curb/Gutter None <input type="checkbox"/>		Sidewalk None <input type="checkbox"/>		
Water <input type="checkbox"/> Cistern		Street Lights WAPA/Poles <input checked="" type="checkbox"/>		Alley None <input type="checkbox"/>		Other site elements: <input type="checkbox"/> Inside Lot <input checked="" type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)		FEMA Spec'l Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone: X FEMA Map #: 780000029G FEMA Map Date: 4/16/2007		
Sanitary Sewer <input checked="" type="checkbox"/> City		Site Comments: No title report or "As Built" survey was provided to, or reviewed by the appraiser for this appraisal. Zoning allows for a 2 family dwelling.								
Storm Sewer <input type="checkbox"/> None-typical										
Telephone <input checked="" type="checkbox"/> Viva-Typical										
Multimedia <input type="checkbox"/> None										



JA091

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

DESCRIPTION OF THE IMPROVEMENTS	General Description		Exterior Description		Foundation		Basement		<input checked="" type="checkbox"/> None		Heating		None		
	# of Units	2	<input checked="" type="checkbox"/> Accessory Unit	Foundation	Masonry/A	Slab	Concrete Slab	Area Sq. Ft.	N/A	% Finished	N/A	Type	None		
	# Stories	2	# Bldgs.	Exterior Walls	Masonry/A	Crawl Space	None					Fuel	N/A		
	Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface	Galvalume/A	Basement	None					Ceiling			
	Design (Style)	Custom		Gutters & Dwnspnts.	PVC/A	Sump Pump	<input type="checkbox"/>					Walls			
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.			Window Type	Single hung/A	Dampness	<input type="checkbox"/>					Floor			
	Actual Age (Yrs.)	61		Storm/Screen	Screens	Settlement	None Noted					Outside Entry			
	Effective Age (Yrs.)	10				Infestation	None Noted						Other	Fans	
													Other	Split/window	

DESCRIPTION OF THE IMPROVEMENTS	Interior Description		Appliances		# Attic		<input checked="" type="checkbox"/> None		Amenities		Car Storage		<input checked="" type="checkbox"/> None	
	Floors	Various/A	Refrigerator	1	Stairs	<input type="checkbox"/>	Fireplace(s) #	0	Woodstove(s) #	0	Garage	# of cars (Tot.)		
	Walls	Masonry/A	Range/Oven	1	Drop Stair	<input type="checkbox"/>	Patio	None			Attach.			
	Trim/Finish	None	Disposal	0	Scuttle	<input type="checkbox"/>	Deck	None			Detach.			
	Bath Floor	Ceramic Tile/A	Dishwasher	0	Doorway	<input type="checkbox"/>	Porch	376 sf			Blt.-In			
	Bath Wainscot	Ceramic Tile/A	Fan/Hood	1	Floor	<input type="checkbox"/>	Fence	Chain-link			Carport			
	Doors	Solid Wood/hollow/A	Microwave	1	Heated	<input type="checkbox"/>	Pool	None			Driveway			
	Doors	Sliding glass/A	Washer/Dryer	1	Finished	<input type="checkbox"/>					Surface			

Unit # 1 contains:	7 Rooms;	3 Bedrooms;	1 Bath(s);	1,126 Sq.Ft. GLA Above Grade	The Total Gross Building Area for the Subject Property is: <u>2,252</u> Sq.Ft.
Unit # 2 contains:	7 Rooms;	3 Bedrooms;	1 Bath(s);	1,126 Sq.Ft. GLA Above Grade	
Unit # 3 contains:	Rooms;	Bedrooms;	Bath(s);	Sq.Ft. GLA Above Grade	
Unit # 4 contains:	Rooms;	Bedrooms;	Bath(s);	Sq.Ft. GLA Above Grade	

Additional features: No special energy efficient items noted. Building has been fitted for hurricane protection with metal panels & accordion shutters.

Describe the condition of the property (including physical, functional and external obsolescence): The site is improved with a 2-story masonry structure constructed in 1960. The hurricane roof damage reported from 2017 hurricanes has been repaired. There is evidence of physical obsolescence noted as subject appears to be in need of deferred maintenance on both levels. Accessory unit indicated above refers to the superfiary structure sharing the lot with the 2-story masonry dwelling. (See addendum)

The following properties are representative current, similar, and proximate rental properties comparable to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3
Address	65 Remainder Estate Smith Bay St Thomas, VI 00802	61-31B Estate Bolongo St Thomas, VI 00802	15-11 Estate Frenchman's Bay St Thomas, VI 00802	Estate Bolongo 93 St Thomas, VI 00802
Proximity to Subject		2.21 miles SW	2.95 miles SW	2.35 miles SW
Current Monthly Rent	\$ 0.00	\$ 1,200	\$ 3,800	\$ 3,900
Less: Utilities	-\$	-\$	-\$	-\$
Furnishings	-\$	-\$	-\$	-\$
Plus: Rent Concess.	+\$	+\$	+\$	+\$
Adj. Monthly Rent	\$ 0.00	\$ 1,200	\$ 3,800	\$ 3,900
Adj. Mo. Rent / GLA	\$ 0.00 /sq.ft.	\$ 0.51 /sq.ft.	\$ 0.77 /sq.ft.	\$ 1.22 /sq.ft.
Data Source(s)	Broker, Tax Assessor	Inspection, MLS	Broker, Tax Assessor	Inspection, MLS
RENT ADJUSTMENTS	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust	DESCRIPTION +/- \$ Adjust
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lease Date	N/A	1/2021	Mo/Mo	1/2021
Location	Smith Bay	Bolongo	Frenchman's Bay	Bolongo
Design (Style)	Custom	Custom	Custom	Custom
Age	45	26	32	50
Condition	Average	Average	Average	Good
Total GBA	2,252 sq.ft.	2,364 sq.ft.	4,913 sq.ft.	3,200 sq.ft.
Total # of Units	2	2	3	4
Total GLA	2,252 sq.ft.	2,364 sq.ft.	4,913 sq.ft.	3,200 sq.ft.
Unit Breakdown	Tot. Bed. Baths GLA	Tot. Bed. Baths GLA	Tot. Bed. Baths GLA	Tot. Bed. Baths GLA
Unit # 1	7 3 1 1,126	6 2 2 814	7 3 3 1,979	7 3 2 1,000
Unit # 2	7 3 1 1,126	7 3 2 1,550	5 2 2.0 1,626	5 2 2 1,000
Unit # 3			4 2 2.0 1,308	3 1 1 600
Unit # 4				3 1 1 600
Utilities	Water & sewer	Water & sewer	Water & sewer	Water & sewer
Net Rental Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -200	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -200	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -4,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -1,400
Indicated Monthly Market Rent	\$ 1,000	\$ 1,000	\$ -200	\$ 2,500



JA092

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

COMPARABLE RENTALS (cont.)
 Analysis of rental data: Typically, rentals used to complete this approach are located throughout the island. The rental rates vary depending on the size and/or number of bedrooms in each unit. These properties are owner occupied, with any income generated used to defray the cost of home ownership. Tenants are responsible for their utilities. Water is usually supplied by a cistern. Propane gas if desired, is purchased individually. The upper level of this dwelling was owner occupied. The first floor, also occupied by one of the owners, was not available for inspection by the appraiser.

RENT SCHEDULE: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents			Opinion of Market Rent		
	Lease Dates		Per Unit		Total Rents	Per Unit		Total Rents
	Begin Date	End Date	Unfurnished	Furnished		Unfurnished	Furnished	
1	Owner	Owner	\$ 0.00	\$	\$ 0.00	\$ 1,800	\$	\$ 1,800
2	Owner	Owner	\$ 0.00	\$	\$ 0.00	\$ 1,800	\$	\$ 1,800
3			\$	\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$	\$
Comments on lease data reviewed. <u>No leases were reviewed.</u>			Total Actual Monthly Rent		\$ 0.00	Total Gross Monthly Rent		\$ 3,600
			Other Monthly Income (itemize)		\$ 0	Other Monthly Income (itemize)		\$ 0
			Total Actual Monthly Income		\$ 0	Total Estimated Monthly Income		\$ 3,600

Utilities included in estimated rents Electric Water Sewer Gas Oil Trash collection Multimedia Telephone Other

Comments on actual or estimated rents and other monthly income (including personal property) Each floor is metered separately. An interior inspection was not completed on the first floor apartment. The upper floor was owner occupied.

INCOME APPROACH TO VALUE The Income Approach was not developed for this appraisal.

Gross Rent Multiplier Analysis:

Address	Date	Sale Price	Gross Rent	GRM	Comments
65 Remainder Estate Smith Bay	10/2021			125.00	St. Thomas market is too small to develop a true GRM.

Opinion of Monthly Market Rent \$ 3,600 X Gross Rent Multiplier 125.00 = \$ 450,000 **Indicated Value by Income Approach**

Summary of Income Approach (including support for market rent and GRM): Gross monthly rent for the subject was obtained from the neighborhood rental data for this approach. Estimated monthly market rent is based on long term rental tenants. This approach to value requires an income stream and assumes the property is in rental condition. St. Thomas' market is too small to determine a reliable GRM.

TRANSFER HISTORY
 My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data Source(s): MLS, Recorder of Deeds
 1st Prior Subject Sale/Transfer: No prior sales
 Date: were noted
 Price: within 3 years.
 Source(s): within 3 years.
 2nd Prior Subject Sale/Transfer: No prior sale noted for the subject and comparable sales.
 Date:
 Price:
 Source(s):

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

The following properties are representative current, similar, and proximate closed sale properties comparable to the subject property. This analysis is intended to support the opinion of value by the sales comparison approach for the subject property.

FEATURE	SUBJECT	COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Address	65 Remainder Estate Smith Bay St Thomas, VI 00802	14-43 Estate Frenchmans Bay St. Thomas			108A-21 Estate Contant St. Thomas			11-9 Estate Sorgenfri St. Thomas		
Proximity to Subject		2.58 miles SW			2.41 miles NW			7.34 miles W		
Sale Price	\$ N/A	\$ 425,000			\$ 465,000			\$ 435,000		
Sale Price/GBA	\$ N/A /sq.ft.	\$ 132.81 /sq.ft.			\$ 204.40 /sq.ft.			\$ 195.07 /sq.ft.		
Gross Monthly Rent	\$ 3,600	\$ 3,500			\$ 3,000			\$ 3,000		
Gross Rent Multiplier	125.00	121.43			155.00			145.00		
Price per Unit	\$ 222,500	\$ 212,500			\$ 232,500			\$ 217,500		
Price per Room	\$ 31,785	\$ 32,692			\$ 46,500			\$ 43,500		
Price per Bedroom	\$ 74,166	\$ 85,000			\$ 116,250			\$ 108,750		
Data Source(s)	Inspection	Broker/MLS 19-55			Inspection 20-1959			Inspection 19-349		
Verification Source(s)	Inspection	Public Records, DOM 103			Public Records DOM 218			Public Records DOM 163		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust			
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Sales or Financing	N/A	None			None			None		
Concessions	N/A	N/A			N/A			N/A		
Date of Sale/Time	N/A	04/2019			6/2021			8/2019		
Rights Appraised	Fee simple	Fee simple			Fee simple			Fee simple		
Location	Estate Smith Bay	Frenchmans Bay			Estate Contant			-5,000 Sorgenfri		
Site	0.42 Acre	0.31 Acre			0.39 Acre			0.34 Acre		
View	Neighborhood/Ocean	Similar			Similar			Similar		
Design (Style)	Custom	Custom			Custom			Custom		
Quality of Construction	Masonry	Masonry			Masonry			Masonry		
Age	61	46			37			43		
Condition	Average	Similar			Similar			Similar		
Total GBA	2,252 sq.ft.	3,200 sq.ft.			-47,400 2,275 sq.ft.			2,230 sq.ft.		
Total # of Units	2	2			2			2		
Total GLA	2,252 sq.ft.	3,200 sq.ft.			2,275 sq.ft.			2,230 sq.ft.		
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths				
Unit # 1	7 3 1	7 3 2.5		7 3 1		7 3 2				
Unit # 2	7 3 1	6 2 2		3 1 1		3 1 1				
Unit # 3										
Unit # 4										
Basement & Finished Rooms Below Grade	Apartment 0	Apartment 0			Apartment 0			Apartment 0		
Functional Utility	Adequate	Similar			Similar			Similar		
Heating/Cooling	None/split	None/splits			None/splits			None/splits		
Energy Efficient Items	None	None			None			None		
Parking	On site	Driveway			Driveway			Driveway		
Porch/Patio/Deck	Porches	Porches/Deck			Porches			Porches/Deck		
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -47,400			<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,000			<input type="checkbox"/> + <input type="checkbox"/> - \$		
Adjusted Sale Price of Comparables		\$ 377,600			\$ 460,000			\$ 435,000		
Adjusted Price of Comparables per GBA		\$ 118.00			\$ 202.20			\$ 195.07		
Adjusted Price of Comparables per Unit		\$ 188,800			\$ 230,000			\$ 217,500		
Adjusted Price of Comparables per Room		\$ 29,046			\$ 46,000			\$ 43,500		
Adjusted Price of Comparables per Bedroom		\$ 75,520			\$ 115,000			\$ 108,750		
Subject Value Indicators - the appraiser has determined the following value indicators for the subject property:										
Ind. Val. per GBA	\$ 197.60	X 2,252	SF GBA = \$	444,995	Ind. Val. per Unit	\$ 222,500	X 2	Units = \$	445,000	
Ind. Val. per Room	\$ 31,785	X 14	Rooms = \$	444,990	Ind. Val. per Bedroom	\$ 74,166	X 6	Bedrooms = \$	444,996	

The Sales Comparison Approach is continued on the following page. For support of the adjustments to the comparables and the derived Subject Value Indicators, please refer to the Summary of Sales Comparison Approach comments.

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

Summary of Sales Comparison Approach Sales are representative of the limited and varied market in St. Thomas. The subject is a 2-family masonry structure. Sales 1 & 3 are dated, but were used because they were similar in appeal, and acreage. The sales were located in the densely populated neighborhood of their respective estates.

SALES COMPARISON APPROACH (cont.)

Indicated Value by Sales Comparison Approach \$ 445,000

COST APPROACH TO VALUE (if developed) The Cost Approach was not developed for this appraisal.

Provide adequate information for replication of the following cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Site value was estimated from the most recent comparable land sales on the island.

11-A-9 estate Langmath .24 ac. MLS.Doc #20-01512 3//2020 \$52,000	
11-A-10 estate Langmath .23 ac. MLS Doc #20-02862 6/2020 \$54,000	
11-A-6 estate Langmath .25 ac. 09/2019 Doc. #19-06368 \$60,000.	

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE _____ = \$ 55,000
Source of cost data: local market data	DWELLING 2,252 Sq.Ft. @ \$ 200.00 _____ = \$ 450,400
Quality rating from cost service: N/A Effective date of cost data: 10/2021	N/A Sq.Ft. @ \$ _____ = \$ _____
Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Sq.Ft. @ \$ _____ = \$ _____
Per square foot gross building cost include all plans, permits, cistern and all internal area costs. Costs were derived from local contractors and architects. Estimated site value derived from comparable land sales on the island.	Porch 376 sf+/-@\$25 _____ = \$ 18,800
	Garage/Carport Sq.Ft. @ \$ _____ = \$ _____
	Total Estimate of Cost-New _____ = \$ 469,200
Superficiary Structure:	Less Physical Functional External
992 sf x \$110.00 = \$109,120.	Depreciation 78,216 _____ = \$(78,216)
	Depreciated Cost of Improvements _____ = \$ 390,984
	"As-is" Value of Site Improvements _____ = \$ 5,000
	_____ = \$ _____
Estimated Remaining Economic Life (if required): 50 Years	INDICATED VALUE BY COST APPROACH _____ = \$ 450,984



JA095

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

File No.: 11082021

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities: _____

Indicated Value by: Sales Comparison Approach \$ 445,000 Income Approach \$ 450,000 Cost Approach (if developed) \$ 450,984

Final Reconciliation The three approaches to value were analyzed and judged based on the quality and quantity of data available. The Cost Approach is most applicable for property insurance. The Income Approach was developed from market rent as the subject is owner occupied. The Sale Comparison Approach is the best indicator of market value.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: _____

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 445,000, as of: 10/26/2021, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 26 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.


Attached Exhibits:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certification	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda
<input checked="" type="checkbox"/> Sketch Addendum	<input type="checkbox"/> Cost Addendum	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Additional Sales
<input type="checkbox"/> Additional Rentals	<input type="checkbox"/> Income/Expense Analysis	<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Client Contact: _____ Client Name: George Francis & Others

E-Mail: _____ Address: P.O. Box 7862, St. Thomas, VI 00801

APPRAISER



Appraiser Name: Delrose Roberts

Company: Delrose Roberts & Associates

Phone: (340) 513-3507 Fax: _____

E-Mail: delrob31@gmail.com

Date of Report (Signature): 11/09/2021

License or Certification #: 034 State: VI

Designation: CGA

Expiration Date of License or Certification: 12/31/2021

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: 10/26/2021

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: _____

SIGNATURES

ATTACHMENTS

RECONCILIATION

PUD

Borrower	George Francis & Others						
Property Address	65 Remainder Estate Smith Bay						
City	St. Thomas	County	N/A	State	V.I.	Zip Code	00802
Lender/Client	George Francis & Others						

GENERAL ADDENDA

Except where explicitly stated, these items do not affect marketability.

Enhancement of Improvement Analysis

1. Water - water is supplied by rainfall collected from the roof and stored in a cistern. This system is a legal requirement. Public utility water is also connected.
2. Gas - most homes use refillable propane tanks for cooking fuel. There is no public gas utility.
3. Insulation - houses generally do not have insulation due to temperate tropical climate.
4. Curbs and sidewalks - most neighborhoods do not contain curbs and sidewalks.

Neighborhood Analysis

1. Vacant land is generally located in subject and comparable neighborhoods.
2. Zoning allows for commercial uses within many neighborhoods.

Sales Comparison Adjustment Grid

Custom and unique designs predominate the market. Market data may be inadequate in one or more features. The appraiser must exercise judgment, subjectivity and experience to adjust for discernible differences. The comparable data used is considered the best available and is often the only data available.

1. Size of adjustment may exceed recommended guidelines of 10% line, 15% net, or 25% gross.
2. Age of comparable may exceed one year as there are no adequate, recent sales.
3. Distance from subject may exceed one mile. Competing neighborhoods and sub-neighborhoods may not be contiguous.
4. Differences in square footage may exceed 10%. Size is not a key determinant of value. Location, design, and site/view are.
5. MLS has been utilized for comparable sale information. Recent sales of multi-family properties were utilized for the Sales Comparison Approach.

Description of Improvement

Parcel 65 Rem Estate Smith Bay is improved with a superfluous three bedroom, one bathroom, kitchen, L/D, T-111 structure consisting of 992 sf. The structure's history dates back to 1995. The structure has been upgraded within the past 10 years with new glass awning windows, metal doors, plumbing and electrical fixtures, new floor tiles, kitchen cabinets, and new galvalume roof covering after the 2017 hurricanes.

An open area utilized for family parking separates the two structures.

The site is zoned R-2 - residential low density. Two family dwellings are permitted as a matter of right.

The lot is also improved with a 2-story masonry dwelling constructed in 1960. The upper level consists of three bedrooms, one bathroom, living, dining/kitchen. The first level mirrors the second floor. An interior inspection was not completed on the first floor.

The second floor plumbing, electrical wiring, kitchen cabinets, exterior doors, and windows have been upgraded from the original construction materials. A security system has been installed on the upper level. Damage to the structure's roof from the 2017 hurricanes has been repaired. The structure is completely protected with metal panels on the upper level and accordion shutters on the first level. There are areas of physical obsolescence still to be addressed as there are visible wall cracks, unpainted walls, and the porch railings are rusted.

Be advised that this report was prepared at the request the owners of the property. As such, the appraisal may be subject to certain limitations including the market value conclusion reported herein and IS NOT SUITABLE, NOR IS THIS REPORT TO BE USED OR RELIED ON FOR ANY OTHER PURPOSE, BY ANY OTHER PERSON OTHER THAN THE CLIENT FOR WHOM IT WAS PREPARED.

This appraisal report consists of 26 pages. It can only be considered valid if all pages are included and it has the appraiser's original signature.

65 Remainder Estate Smith Bay

File No. 11082021

Borrower	George Francis & Others						
Property Address	65 Remainder Estate Smith Bay						
City	St. Thomas	County	N/A	State	V.I.	Zip Code	00802
Lender/Client	George Francis & Others						

All mechanical systems including the heating, electrical and plumbing systems appear upon visual exterior inspection to be in working order. No warranties are implied in this statement.

All items in the Kitchen Equipment subsection of Description of Improvements are considered personal property, and are not included in the valuation.

This valuation does not include furnishings as furnishings are considered personal property.

It is uncommon for residences in the Virgin Islands to have an attic. This offers no adverse affect to value.

DEPRECIATION

The estimated REMAINING ECONOMIC LIFE as set out in this report is based on the assumption that the owner/management association will perform all necessary repairs to maintain the building(s) in average plus condition.

COST APPROACH

The land value typically accounts for 30% of total in this market. This condition is considered common and typical for the neighborhood and does not affect the market value of future marketability of the subject. Some properties may exceed 30% land ratio.

The date of sale of one or more of the comparables chosen may be older than the suggested six months, if in the opinion of the appraiser the sales comparable is most closely representative of the subject than more recent sales. Because of the low number of sales per year and the heterogeneity of the applicable comparables, this is typical in the limited island market and has no adverse influence on the market valuation.

Because of the widely varying terrain experienced, very few lots share the same physical characteristics. Custom and unique designs predominate the market. Market data may be inadequate in one or more features. The appraiser must exercise judgment and experience to adjust the discernible differences. The comparable data used is considered the best available and is often the only data available. As such, acceptable adjustments will usually exceed recommended guidelines of 10% line, 15% net, or 25% gross. Acceptable adjustments may also be made for unit composition.

The right is reserved by Appraiser to revise or modify any opinion expressed herein if information of material nature becomes available that would, in the Appraiser's opinion, justify such change.

Subject Photo Page

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				

Subject Street Scene(East)

65 Remainder Estate Smith Bay

Sales Price N/A

Gross Building Area 2,252

Age 61



Front



Eastern Elevation



Interior Photos

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				



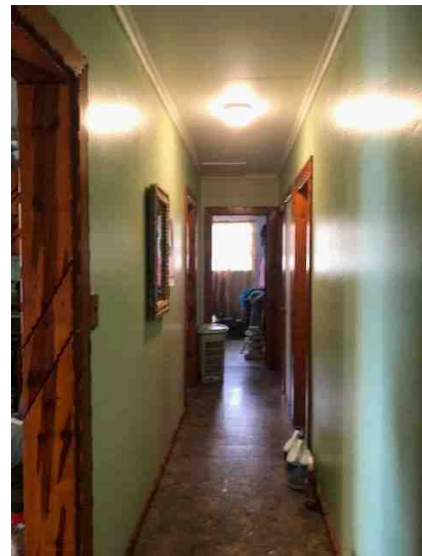
Western Elevation



Kitchen



Living Room



Hallway



Bathroom



Porch

Subject Interior Photo Page

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				

Superficiary Structure

65 Remainder Estate Smith Bay
Sales Price N/A
Gross Building Area 2,252
Age 61



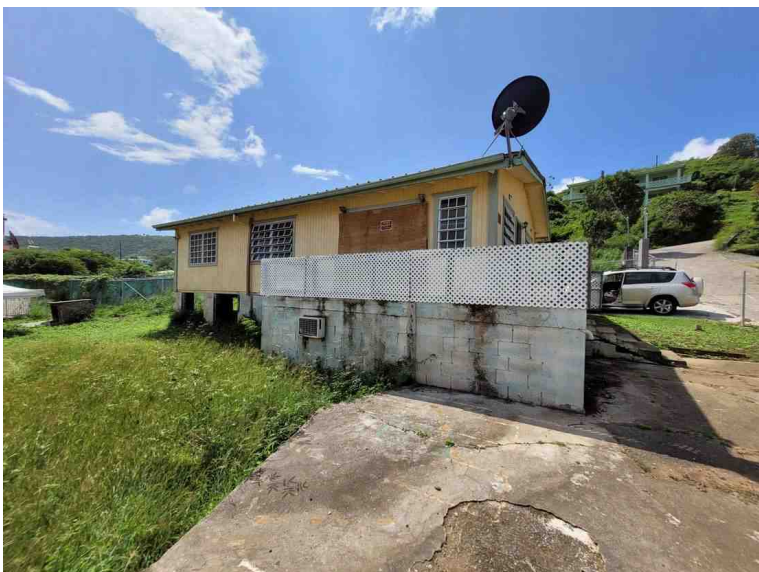
Entrance To Superficiary

Structure



Eastern Elevation

Superficiary Structure



Superficiary Interior Photos

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				



Parking Lot between structures



Bedroom



Bathroom



Living Room



Kitchen



Bedroom

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

File # 11082021

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				

*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This Environmental Addendum is for use with any real estate appraisal. Only the statements which have been marked by the appraiser apply to the Subject property.

This addendum reports the results of the appraiser's routine viewing of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about any observed evidence of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety or value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

- Drinking water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate drinking water.
- Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- The opinion of value is based on the assumption that there is an adequate supply of safe, lead-free drinking water.**

Comments: _____

SEWER SYSTEM

- Sewage is removed from the property by a municipal sewer system.
- Sewage is disposed of by a septic system or other sanitary on-site waste disposal system. The only way to determine that the disposal system is adequate and in good good working condition is to have it inspected by a qualified inspector.
- The opinion of value is based on the assumption that the sewage is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments: _____

SOIL CONTAMINANTS

- There are no apparent signs of soil contaminants on or near the subject property (except as stated in Comments, below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- The opinion of value is based on the assumption that the subject property is free of soil contaminants.**

Comments: _____

ASBESTOS

- All or part of the improvements were constructed before 1979 when asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable asbestos is to have it inspected and tested by a qualified asbestos inspector.
- The improvements were constructed after 1979. No apparent friable asbestos was observed (except as stated in Comments, below).
- The opinion of value is based on the assumption that there is no uncontained friable asbestos or other hazardous asbestos material on the property.**

Comments: _____

PCBs (POLYCHLORINATED BIPHENYLS)

- There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below).
- There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments: _____

RADON

- The appraiser is not aware of any radon tests made on the subject property within the past 12 months (except as stated in Comments, below).
- The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of radon or radium.
- The appraiser is not aware of any nearby properties (except as stated in Comments, below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- The opinion of value is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments: _____

USTs (UNDERGROUND STORAGE TANKS)

- There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.

Comments:

NEARBY HAZARDOUS WASTE SITES

- There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.
The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the value or safety of the property.

Comments:

UREA FORMALDEHYDE INSULATION (UFFI)

- All or part of the improvements were constructed before 1982 when urea foam insulation was a common building material. The only way to be certain that the property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector.
The improvements were constructed after 1982. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formaldehyde material on the property.

Comments:

LEAD BASED PAINT

- All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.
The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property.

Comments:

AIR POLLUTION

- There are no apparent signs of air pollution at the time of the appraiser's viewing of the subject property, nor were any reported (except as reported in Comments, below). The only way to be certain that the air is free of pollution is to have it tested.
The opinion of value is based on the assumption that the property is free of air pollution.

Comments:

WETLANDS/FLOOD PLAINS

- The site does not contain any apparent wetlands/flood plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/flood plains is to have it inspected by a qualified environmental professional.
The opinion of value is based on the assumption that there are no Wetlands/Flood Plains on the property (except as stated in Comments, below).

Comments:

MISCELLANEOUS ENVIRONMENTAL HAZARDS

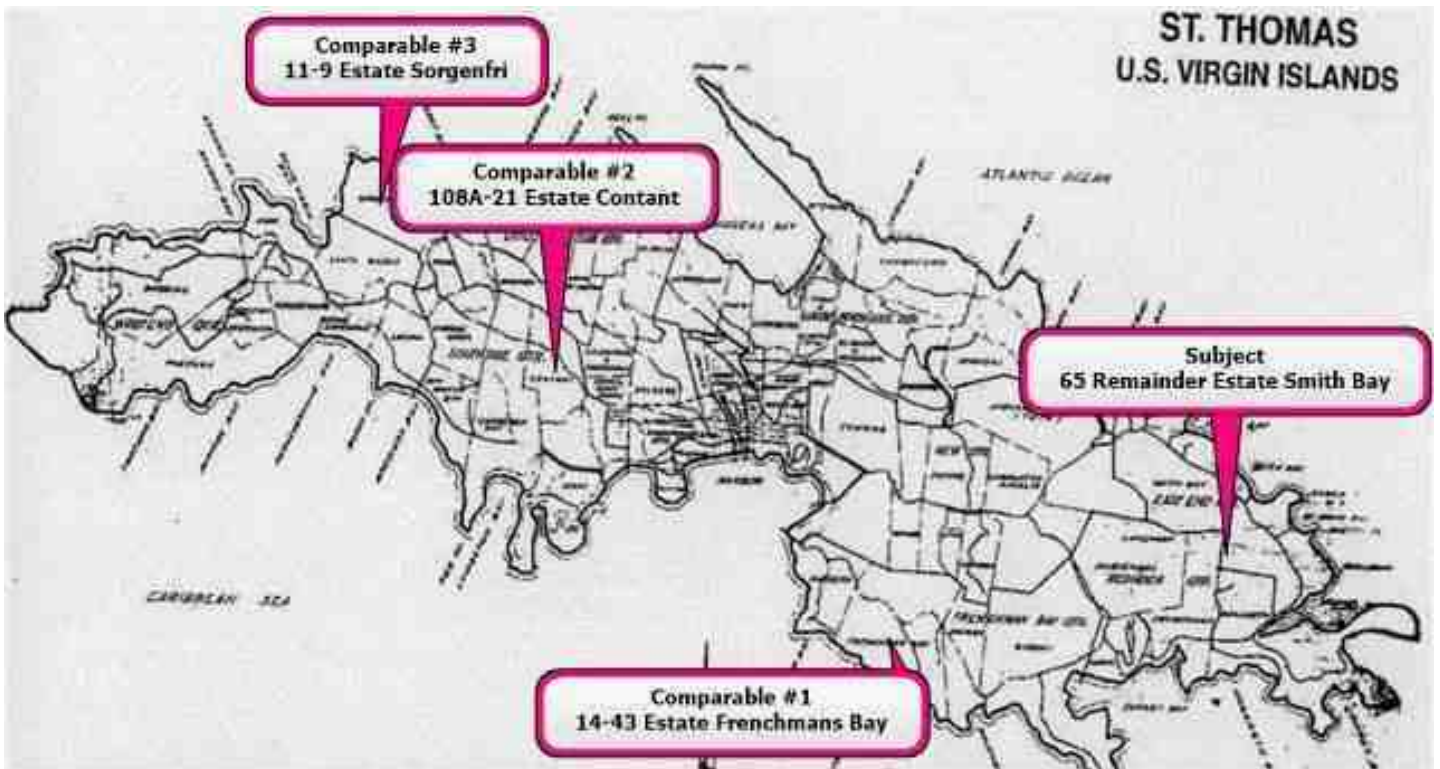
- There are no other apparent hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
Excess noise
Radiation and/or electromagnetic radiation
Light pollution
Waste heat
Acid mine drainage
Agricultural pollution
Geological hazards
Nearby hazardous property
Infectious medical wastes
Pesticides
Other (chemical storage, drums, pipelines, etc.)

- The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of the subject property.

When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

Location Map

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				



Comparable Photo Page

Borrower	George Francis & Others				
Property Address	65 Remainder Estate Smith Bay				
City	St. Thomas	County	N/A	State	V.I. Zip Code 00802
Lender/Client	George Francis & Others				



Comparable 1

14-43 Estate Frenchmans Bay	
Prox. to Subject	2.58 miles SW
Sale Price	425,000
Gross Living Area	3,200
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4.5
Location	Frenchmans Bay
View	Similar
Site	0.31 Acre
Quality	Masonry
Age	46



Comparable 2

108A-21 Estate Contant	
Prox. to Subject	2.41 miles NW
Sale Price	465,000
Gross Living Area	2,275
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	2
Location	Estate Contant
View	Similar
Site	0.39 Acre
Quality	Masonry
Age	37

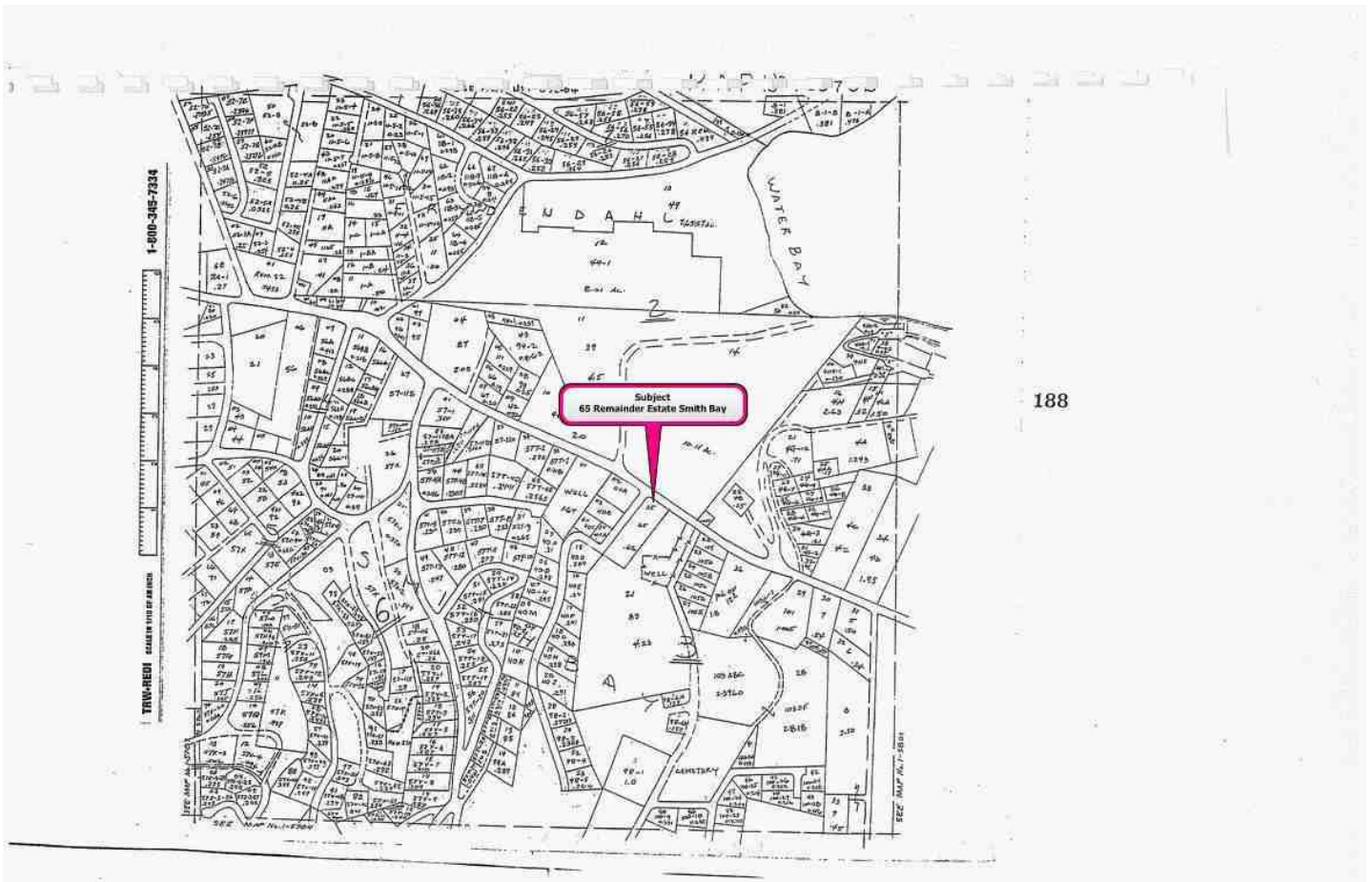


Comparable 3

11-9 Estate Sorgenfri	
Prox. to Subject	7.34 miles W
Sale Price	435,000
Gross Living Area	2,230
Total Rooms	10
Total Bedrooms	4
Total Bathrooms	3
Location	Sorgenfri
View	Similar
Site	0.34 Acre
Quality	Masonry
Age	43

Plat Map

Borrower	George Francis & Others						
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Aerial Map

Borrower	George Francis & Others				
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DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION


CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

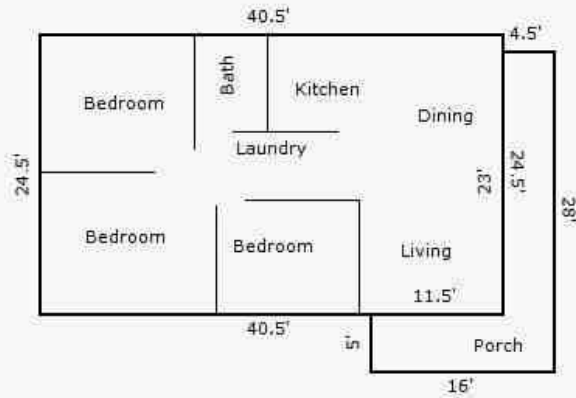
ADDRESS OF PROPERTY ANALYZED: 65 Remainder Estate Smith Bay, St. Thomas, V.I. 00802

APPRAISER:
 Signature: 
 Name: Delrease Roberts
 Title: CGA
 State Certification #: 034
 or State License #: _____
 State: VI Expiration Date of Certification or License: 12/31/2021
 Date Signed: 11/09/2021

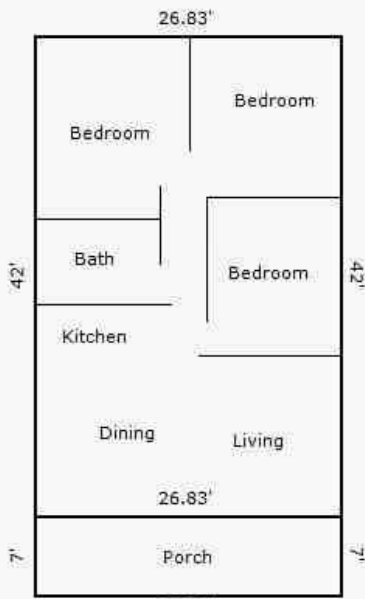
SUPERVISORY or CO-APPRAISER (if applicable):
 Signature: _____
 Name: _____
 Designation: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

Building Sketch

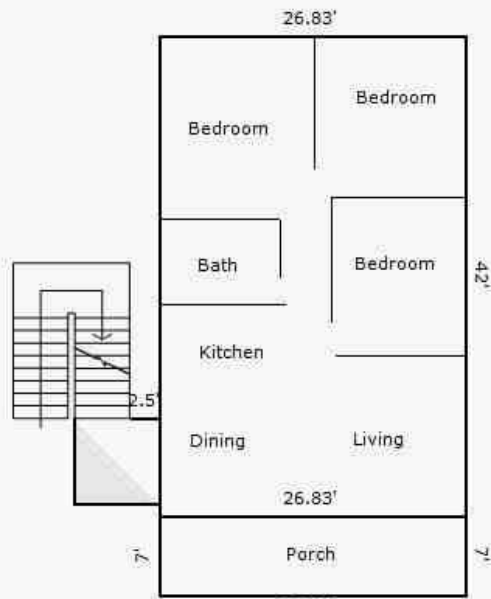
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Property Address	65 Remainder Estate Smith Bay				
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First Floor
[Area: 992.25 Sq ft, Perimeter:130']



First Floor
[Area: 1126.86 Sq ft, Perimeter:137.66']



Second Floor
[1126.86 Sq ft]

TOTAL Sketch by a la mode, inc.

JA111