

John McKinney & Catherine Landherr

400 Darrah Dr
Fountainville, PA 18923
(267) 362-5555
KLandherr@gmail.com

14th February 2021

The Honorable Judge Peter Messitte

United States District Court
District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770

RE.: Supreme Court Claim No. 660 of 2017 - Catherine Landherr and John McKinney v. Sittee River Wildlife Reserve et al

Dear Judge Messitte,

We are in receipt of the proposed 'Redress Plan' from the Receiver Robb Evans & Associates, LLC dated 21 January, 2021 for the Sanctuary Belize litigation. After reviewing the proposal, we are confused and frustrated with the proposal for the following reasons:

1. Our lawsuit against Sanctuary Belize, which commenced in 2017, was put on hold ('Notice of Application for Stay of Proceedings' dated 13th November, 2019) due to the FTC intervention. At the time of the stay, our case was moving past the arbitration stage to a forced ruling due to the defendants non-compliance with the order of the court for Arbitration.

Our case was based on the No. 14: Special Condition we added in the Memorandum of Sale we signed with the vendor (Sittee River Wildlife Reserve) and the developers (Eco-Futures Belize Limited) dated 31st March, 2014 for Water Way Villages (WWV) lot 74, later renumbered WWV75.

The number 14. Special Condition states: "In the event that WWV 74 is deemed not viable for boat access, boat slip, or boat dock after thirty six (36) months from this agreement date, Developer agrees to refund all monies paid, less GST."

We signed our Memorandum of Sale on 31st March, 2014. As the 36 months deadline was approaching, we realized that the contract was in

breach since our lot did not meet the Special Condition that we placed in our Memorandum of Sale.

- i. **8th February, 2016:** We revisited our lot in Sanctuary Belize and walked the lot with Douglas Usher (Sanctuary Belize Assistant Manager). At that time, there was NO canal behind our property. In addition, a telephone pole and anchoring cable were placed at the entrance to our lot. NOTE: Our Lot in WWV is a pie-shaped lot, with only 13 feet of access from the road - the telephone pole and anchoring cable were placed right at the only access point.
- ii. **21st February, 2017:** We hired the law firm - Magali Marin Young & Co - to represent us in our case against Sittee River Wildlife Reserve and Eco-Futures Belize Limited for Breach of Memorandum of Sale.
- iii. **27th November, 2017:** Order by the Court to go to mediation, and if that didn't work, then arbitration.
- iv. **6th April, 2018:** Mediation session scheduled, but cancelled on the day of by the defendant mediation representative, Peter Baker, for health reasons. Mediation adjourned to 26 April, 2018.
- v. **26th April, 2018:** Mediation with defendant represented by Peter Baker and Frank Connelly. Mr Baker and Mr Connelly state for the record that there is indeed a canal behind our lot WWV75 that has access to open water, and they don't see any reason we can't build a boat dock. In addition, they offered us a Sanctuary Belize marina slip that we would own and convey as we deem fit, plus they offered that we should return to Sanctuary Belize to see for ourselves. We agree to come and visit, and Mr Connelly tells us to contact his personal assistant.
- vi. **27th April 2018:** We contact Mr Connelly's personal assistant and are told that Mr. Connelly will be out of the country and we can't visit our lot at Sanctuary Belize until he returns which will be at least 3 to 6 months.
- vii. **8th May, 2018:** Hired Jordan Boudreau, the owner/operator of Belize from Above aerial video and photography, to take aerial videos and photographs of our lot and the surrounding area, documenting there is no canal.
- viii. **13th May, 2018:** Hired Sercio Garcia, owner of Sercio Garcia Construction Company, to give an estimate for a boat dock for WWV75. On 14th May, 2018, Sercio and his crew went to survey lot WWV75. There was no canal or

water access, so he would be unable to build any boat dock.

- ix. **14th May, 2018:** We declined the mediation offer made by Mr Baker and Mr Connelly on 26th April, 2018 due to misrepresentations on the status of the canal.
- x. **24th May, 2018:** Parties agree to appoint an arbitrator
- xi. **8th June, 2018:** Hired Keystone Design & Construction to perform a Field Assessment on WWV75 in Sanctuary Belize. The Field Assessment was performed on 13th June, 2018. The findings were a canal/drainage ditch was started by the developers but it was not attached to any body of water and was not in the location specified by the plans, and no boat dock could be built.
- xii. **17th July, 2018:** Arbitrator is put forth and accepted by us, Notice of Provisional Acceptance sent to the defendant's lawyer - Mr. Emil Arguelles or Arguelles & Company.
- xiii. **3rd August, 2018:** Provisional acceptance expired due to defendant's representative inaction.
- xiv. **3rd October, 2018:** New Arbitrator identified and agreed by both parties.
- xv. **9th October, 2018:** Arbitrator accepts as sole arbitrator - E. Andrew Marshalleck SC
- xvi. **19th October, 2018:** We wire transfer our half of the arbitrator retainer amounting to \$5,000 USD
- xvii. **16th November, 2018:** Defendant's council (Barrow & Williams LLP) request to be removed from representation.
- xviii. **27th November, 2018:** Council for the defendants tell us they are unable to get any response from the defendants, and the defendants did not pay their half of the arbitrator's retainer fee. Due to the defendant's inaction, our council is moving forward with a repudiatory breach against the defendant's; which will bring the arbitration proceedings to an end.
- xix. **10th December, 2018:** Request to remove counsel for the defendants is rejected by the Honourable Justice Courtney Abel.
- xx. ***All activity in our case is paused due to FTC investigation.***
- xxi. **13th November, 2019:** Request to stay our Belize lawsuit until the conclusion of the FTC case against Sanctuary Belize.

2. We feel we are in a unique position as Sanctuary Belize did not meet the conditions of the Memorandum of Sale for our particular lot. We paid a premium for a lot that was to have access to open water, which it does not. We feel treating all lot owners equally is not equitable to owners who have contract clauses that were specifically broken. We have paid roughly 80% of our lot purchase price; which is now considerably more than we should have paid given the lot is nowhere near open water and cannot support a boat dock.
3. After numerous conversations (both verbally and through email) with members of Robb Evans & Associates LLC., we are not entirely sure what 'opting-in' or 'opting-out' will actually get us.
4. We have sunk costs for our legal expenses and the accumulation of supporting evidence that Sanctuary Belize defaulted on our sales contract. Will we be able to restart this lawsuit once the FTC is finished? If so, who will be the defendants?

Ultimately, we know many owners who purchased in Sanctuary Belize are upset and have lost money due to deceptive practices. We are so disappointed that our dream of retiring in Belize appears to have vanished, along with all our savings. We are asking that consideration be given to the fact that not only did the Sanctuary Belize development not get developed as planned, which we all can agree is wrong. But, in addition, we didn't even get the lot we paid for per our Memorandum of Sale. We are open to creative solutions, and welcome dialog on our specific lot issue. Thank you for your consideration.

Sincerely,



John McKinney



Catherine Landherr

400 DARRIN DR
FOUNTAINVILLE, PA
18923

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL



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18923
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AMOUNT
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FEB 19 2021

AT GREENBELT
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

THE HONORABLE JUDGE PETER MESSITTE
UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND, SOUTHERN DIVISION
6500 CHERRYWOOD LANE, SUITE 475A
GREENBELT, MD 20770

Baltimore, MD

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