



### **Bio Caribe-Armonia road easement agreement**

Ecomare Azul, S.A., owner of the property known as BioCaribe and Armonia Nature Preserve, an adjacent neighboring property have a contractual agreement whereby Armonia Nature Preserve will allow lot owners of BioCaribe to pass through Armonia Nature Preserve to gain shorter access to the beach and the beach communities, under the specific terms of the agreement.

A new section of road has been constructed in Armonia, linking the bordering BioCaribe property to the existing internal road in Armonia and exiting at Paraiso Road through Armonia's front gate. Armonia's front gate is 3.5km from the paved beach road in Punta Uva. This agreement will allow **limited access** by BioCaribe homeowners and management to this 1 mile ( 1.6k) internal private road in Armonia with specific Use Restrictions established in this agreement.

Future BioCaribe individual lot/home owners will be assessed a monthly "Use Fee" in the form of an easement lease, if they choose to exercise their privilege of retaining access to this shortcut through Armonia Nature Preserve to the beach and beach communities.

#### **USE RESTRICTIONS**

1. **Who can use the road:** The use is for lot / home owners or guests staying in BioCaribe properties. Also, administration personnel and real estate brokers showing BioCaribe property to prospective buyers. This road is never to be considered a Servedumbre de Paso for BioCaribe lots or common areas, or represented as such on any planos.
2. **Use limitations per day:** There will be no limitations as to how many times a BioCaribe owner or guest can use this road per day for personal travel.
3. **No workers:** BioCaribe project workers or individual BioCaribe lot owner's workers are not allowed access to this road at any time. The exception being personnel doing maintenance and repair on the road in Armonia, with approval from Armonia management.

4. **Personal use vehicles only:** Vehicles used on the road must be personal vehicles only (non-commercial size). All deliveries, construction materials, etc., service repair vehicles servicing BioCaribe and/or its lot owners are not allowed access via this road.
5. **Eco-Guidelines:** The ecological guidelines of Armonia must be adhered to at all times by those using this road. These include, but are not limited to:
  - a. Speed limit set at 25 kph
  - b. Noise Restrictions: Any excessively noisy vehicles will be restricted from road access. This includes, motorcycles, cars trucks, quads, etc. that exceed “normal “ noise levels customary with this class of vehicle. The level of unacceptable noise will be reasonable and determined by Armonia management.
  - c. Littering
  - d. Disturbing wildlife or Armonia guests & residents
  - e. Access hours: Currently set at 6am – 12 midnight. Exceptions can be arranged with notification to Armonia management.
6. **Duration of time passing through Armonia:** The use agreement is for personal vehicle passage in the reasonable time it takes to pass through Armonia. Use of Armonia’s facilities, hiking trails, etc., are not allowed without permission.
7. **Armonia Flora:** Harvesting fruit or other food, or cutting any vegetation, plants, flowers, etc., is not allowed without permission.
8. **Damage by BioCaribe lot/home owners:** Any damage caused by an individual will be repaired at their personal expense. The party responsible for minor damage will have 7 days to make the repair unless the damage causes the road to be blocked, or gate access to be compromised. In which case, repairs must be made immediately. This includes damage to gates, locks, fencing, signage, etc. Failure to make repairs will result in loss of road use for the individual until the matter is resolved. Armonia management will exercise the right to make the repairs and bill the responsible party, if repairs are not made within the agreed upon timeframe. Access will be reinstated when reimbursement is made.
9. **Violating Use Restrictions:** Violating any of these use restrictions may terminate the individual’s right of use of this road, either temporarily or permanently, depending upon the severity of the violation. This decision will be made by the management of Armonia Nature Preserve with consultation by Bio-Caribe and will only effect the individual in violation. Bio-Caribe management, as well as other BioCaribe lot owners that remain in compliance with the use guidelines, will have continual and perpetual right of passage with this easement agreement.

## GATES

**Gate Upgrades:** After an agreed upon number of BioCaribe lot sales, the gates will be upgraded to an electronic numeric “key” entry system designed to control access efficiently. Improved gates, surveillance cameras, motion lights, and automatic-gate openers/closers will be added to monitor traffic and improve ease of entry. Management of Armonia and BioCaribe will have access to the camera records.

## TERMS OF AGREEMENT

1. This road use easement is to be a **perpetually renewable lease agreement** with the following stipulations:

a. **Monthly Use Fee:** BioCaribe lot owners will be assessed a monthly fee for the right to use this beach road access through Armonia. These Use Easement payments act to compensate both for actual continued use of the land, as well as for compromising Armonia and its inhabitant's privacy. Monthly fees are multiplied by the number of homes on the individual properties that require access. For example, if two homes requiring access are constructed on one lot, then two monthly use fees will be assessed. A caretaker home, for example, would not require access and therefore not be charged a use fee.

b. **When do fees begin:** An annual flat \$50 fee is assessed from every lot owner prior to home construction. The monthly fee (a) will begin when a dwelling has been built on a lot, or regular use is required by a lot owner during construction of their home. If at any time prior to building a home, a lot owner would like to exercise their right to regular access of this road, they can begin their monthly fee payments and gain unlimited access. The fee can be paid monthly, quarterly, or annually. The monthly fee amount is set for 2014 at \$50. Also, computed every 2 years, a cost of living assessment will be made and a fee adjustment made to reflect any rise or reduction in the cost of living. This can be derived by the cost of living index published annually by Banco National.

c. **Payment of Fees:** Individual lot owner road use fees will be paid directly to the management of Armonia. BioCaribe management is not responsible for late payments of owners.

d. **Duration of Fees:** Fees will continue for as long as the owner desires to retain the right to use the road. If for any given year, the owner does not want passage for that year, he may notify and decline to pay, and access would be denied for that year. The only fee assessed would be the \$50 annual fee. He can re-establish his right to pass at any time within that year by paying that year's fee up to date, with a small processing fee. Or, He/She can reestablish the fee payment the following year and gain unlimited access once again the next year.

e. **Accounting:** Armonia will maintain records for all fees paid.

f. **Failure to pay Fees:** If a lot owner fails to pay the fee, a reminder notice will be sent via e-mail when the fee is 10 days late. If payment is not received within 15 additional days, access will be denied. Access can be reestablished by making past due payments and a \$20 administration fee. Normal interest may be applied to late payments.

2. **Land Ownership:** The land that the road utilizes remains in ownership of Armonia Nature Preserve.

3. This agreement, written in English, is to explain the conditions of the contract. It is understood by both parties that the final contract will be in Spanish and registered as a legal and binding Costa Rican contract.

Signed below:

\_\_\_\_\_

Michael Humphrey, Cedula # 184000938716

Administrator, Armonia Nature Preserve

Date: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Passport/cedula: \_\_\_\_\_

BioCaribe Lot Owner. Lot # \_\_\_\_\_

Date: \_\_\_\_\_