

BELIZE 2021

THIS DEED is made on the 16th of September, 2021 between **BIB PROPERTY OWNERS ASSOCIATION, INC.** of 10.5 Hydro Road, Cayo District, Belize (hereinafter referred to as the “Grantee”) of the First Part and **BELIZE MOUNTAIN RESORT LTD.**, a company duly incorporated under the Companies Act of Belize with registered office situate at Unit No. 14B Garden City, City of Belmopan, Cayo District, Belize (hereinafter referred to as the “Grantor”) of the Second Part.

WHEREAS

- a) The Grantor is the fee simple owner of lands more particularly described in the Schedule I hereto which is incorporated herein (hereinafter referred to as the “Burdened Property”),
- b) The Grantee is an association comprised of the owners of various properties next door to the Grantor’s property, and the Grantee requires an easement via an established road over the property which is owned by the Grantor,
- c) The Grantor has agreed to grant to the Grantee an easement and restrictive covenant on its land for the perpetual use as an established road as shown and described in Schedule II herein.

NOW THIS DEED WITNESSETH

1. That in Consideration of the sum of One Dollar (\$1.00 BZE) paid to the Grantor by the Grantee on the execution of these presents (the receipt whereof is hereby acknowledged) the Grantor as fee simple owner of the Easement Lands hereby grants and assigns unto the Grantee the following:

- a) The full right and liberty to enter upon and access the Easement Lands at all times by day and by night and to traverse thereon perpetually without any hindrance, and
 - b) A permanent non exclusive easement and right of way forty feet (40 feet) in width for vehicular and pedestrian ingress and egress, together with the right to locate utilities thereon (if needed) upon those existing roads across the Grantor's property more particularly described in Schedule 1 below and made a part hereof (hereinafter referred to as the "Road Easement").
2. TO HAVE AND TO HOLD the Road Easement unto **BIB PROPERTY OWNERS ASSOCIATION, INC.**, its successors and assigns for utilities, ingress and egress to and from the Development next door; and the Grantor covenants with the Grantee that it will forever warrant and defend said title to the Road Easement against the lawful claims of all persons claiming by, through or under the Grantee.
3. This conveyance and the limited warranty of title set forth herein are made subject to all matters of record as of the date of this deed (if any).
4. **Definitions.** The Party granting the Easement herein is referred to as the Grantor with respect to such Easement and the party benefiting from an Easement herein is referred to as the "Grantee". The tract of land benefiting from the Easement is referred to herein as the "Benefited Property" with respect to such Easement, and the tract of land bounded by the Easement is referred to herein as the "Burdened Property".
5. **Maintenance and improvements.** The Grantor shall be responsible for the maintenance of the road easement.
6. **Condition and Use of Easement.** The Grantor acknowledges that the Easement will be used for a wide range of activities, including but not limited to, the use of heavy vehicles, pedestrians and other motor vehicles. All parties using the Easement do so at their own risk, and nothing in this Deed shall be construed to impose any liability for injuries to persons or property incurred as a result of the use of the Easement.

7. **Liens.** With respect to the Easement, the Grantee shall keep the Easement and the Burdened Property free from liens arising in any manner out of the activities of the Grantee and shall promptly discharge any such liens that are asserted.
8. **Rights and Obligations.** The right and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
9. **Governing Law.** This Deed shall be interpreted, construed and enforced according to the laws of Belize.

Schedule I

Burdened Property

Property described as All that Piece or Parcel of Land being 100.74 Acres situate along the Macal River, Water Hole Area, Cayo District, Belize and more particularly bounded and described as shown on Plan NO. 645 of 1999 attached to Minister Fiat Grant No. 645 of 1999 and shown on Entry No. 4005 register No. 2 lodged in the office of the Commissioner of Lands and Surveys, City of Belmopan, Cayo District, Belize. The Property is now held under Transfer Certificate of Title with Instrument Number TCT 201500094 dated the 13th of July, 2015.

Schedule II

The Easement

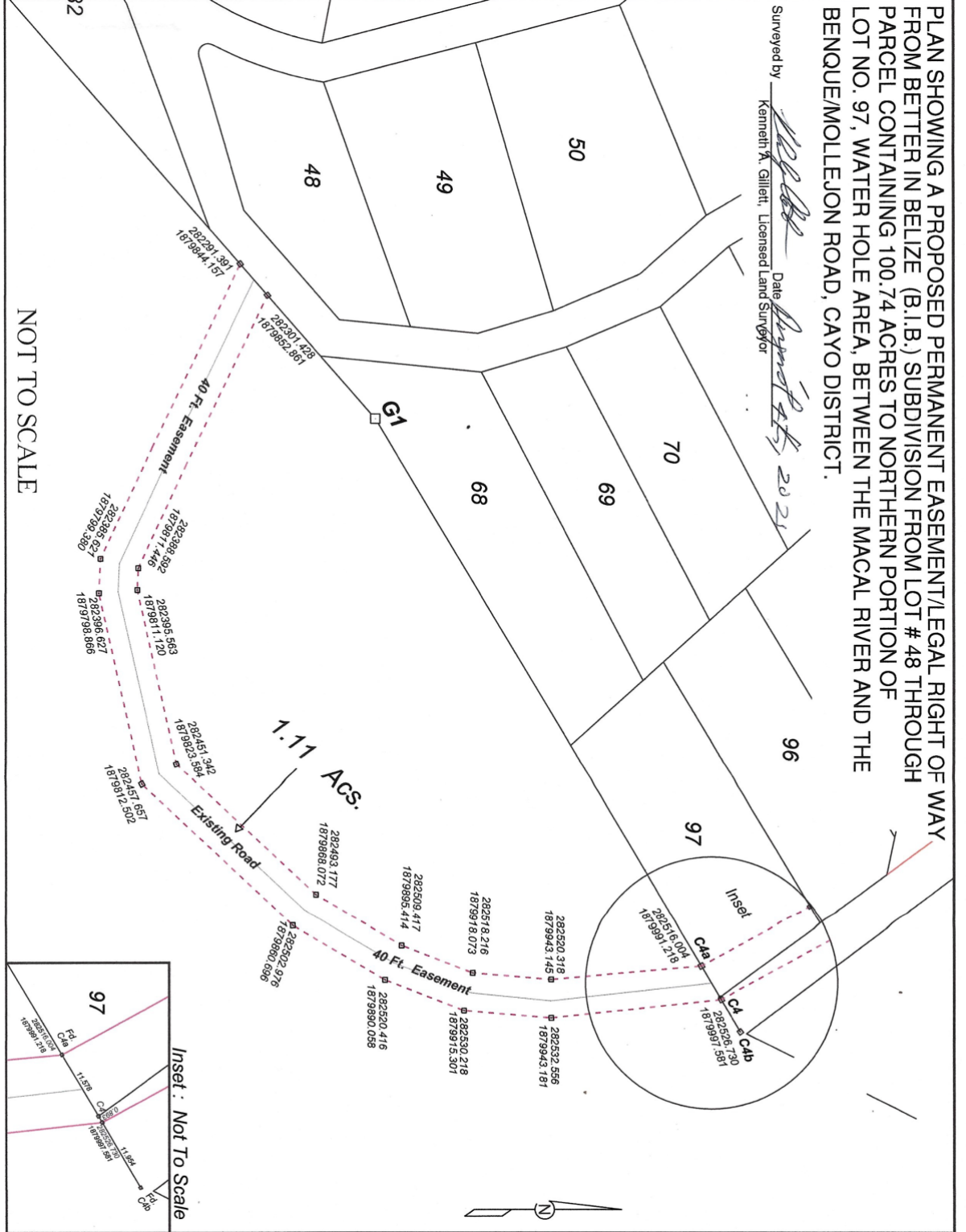
Easement Survey Report and Survey prepared by Mr. Kenneth A Gillet dated the 4th of August, 2021 which is attached hereto.

Easement through parcel containing 100.72 Acres as shown on Plan at Entry No. 4004, Register No. 2 in the Water Hole Area, Cayo District, Belize. This is a 40 Feet Easement (20 ft from both sides) from the center line of the existing road, containing 1.11 Acres of land.

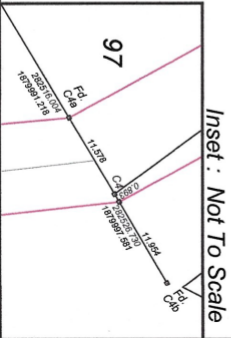
Easement entering the subdivision was shifted Southwards by 11.578 meters, thereby lessen the acreage for Lot No. 97. (PLEASE SEE DRAWINGS ATTACHED)

PLAN SHOWING A PROPOSED PERMANENT EASEMENT/LEGAL RIGHT OF WAY FROM BETTER IN BELIZE (B.I.B.) SUBDIVISION FROM LOT # 48 THROUGH PARCEL CONTAINING 100.74 ACRES TO NORTHERN PORTION OF LOT NO. 97, WATER HOLE AREA, BETWEEN THE MACAL RIVER AND THE BENQUE/MOLLEJON ROAD, CAYO DISTRICT.

Surveyed by [Signature] Date August 25, 2021
 Kenneth A. Gillett, Licensed Land Surveyor

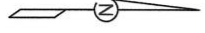


NOT TO SCALE



**B.I.B. SUBDIVISION SHOWING PROPOSED EASEMENT,
WATER HOLE AREA, BETWEEN THE MACAL RIVER AND THE
BENQUE/MOLLEJON ROAD, CAYO DISTRICT.**

Compiled by *Kenneth A. Gilllett* Date *August 24, 2021*
Kenneth A. Gilllett, Licensed Land Surveyor



SCALE: 1/6,000

IN WITNESS WHEREOF, the parties hereto have executed this Deed of Easement as of the day and year first above written.

BELIZE MOUNTAIN RESORT LTD.

The Common Seal of BELIZE MOUNTAIN)
RESORT LTD., a company duly organized) _____
under the laws of Belize) DIRECTOR
with registered office located at)
was hereunto affixed and delivered in the) _____
presence of:) DIRECTOR

WITNESS

BIB PROPERTY OWNERS ASSOCIATION, INC.

The Common Seal of BIB PROPERTY OWNERS)
ASSOCIATION, INC., a non-profit corporation) _____
duly organized under the laws of Florida) DIRECTOR
with registered office located at)
was hereunto affixed and delivered in the) _____
presence of:) DIRECTOR

WITNESS

I, _____ of _____

MAKE OATH AND SAY as follows:

1. I was present on the _____ day of _____, 20____ and did see the Common Seal of **BELIZE MOUNTAIN RESORT LTD.** (hereinafter called "the Grantor") affixed to the above-written instrument in the presence of Looey Tremblay and Michael Saunders, two Directors of the Grantor both of whom thereupon respectively signed the said instrument in my presence.

2. The Seal affixed to the said instrument is the true and proper Common Seal of the Grantor and the signatures " _____ " and " _____ " thereto subscribed as Directors of the Grantor are in the respective proper handwritings of the said Looey Tremblay and Michael Saunders.

3. I am the attesting witness to the due execution of the said instrument and the signature " _____ " thereto subscribed as that of such attesting witness is in the proper handwriting of me this deponent.

SWORN at Belize City, Belize)

the _____ day of _____ 2021) _____

BEFORE ME,

NOTARY PUBLIC

BE IT REMEMBERED that on the _____ day of _____, Two Thousand Twenty One personally appeared before me of _____

_____, the attesting witness to the due execution of the above-written instrument and made oath that he/she was present and did see the Common Seal of the said **BELIZE MOUNTAIN RESORT LTD.** affixed to the said instrument in the presence of Looey Tremblay and Michael Saunders, two Directors of the Grantor and that he/she was present and did see the said Looey Tremblay and Michael Saunders respectively both sign the same and that the signatures " _____ " and

" _____ " are in the respective proper handwritings of the Looey Tremblay and Michael Saunders and that the Seal affixed to the said instrument is the true and proper Common Seal of the Grantor and that the signature " _____ " as the subscribing witness thereto is in the proper handwriting of himself/herself the said deponent.

NOTARY PUBLIC

I, _____ of _____

MAKE OATH AND SAY as follows:

- 1. I was present on the _____ day of _____, 2021 and did see the Common Seal of **BIB PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter called "the Grantee") affixed to the above-written instrument in the presence of _____ and _____, two Directors of the Grantee both of whom thereupon respectively signed the said instrument in my presence.

- 4. The Seal affixed to the said instrument is the true and proper Common Seal of the Grantee and the signatures " _____ " and " _____ " thereto subscribed as Directors of the Grantee are in the respective proper handwritings of the said _____ and _____.

- 5. I am the attesting witness to the due execution of the said instrument and the signature " _____ " thereto subscribed as that of such attesting witness is in the proper handwriting of me this deponent.

SWORN at Belize City, Belize)
 the _____ day of _____ 2021) _____

BEFORE ME,

NOTARY PUBLIC

BE IT REMEMBERED that on the _____ day of _____, Two Thousand Twenty One personally appeared before me of _____

_____, the attesting witness to the due execution of the above-written instrument and made oath that he/she was present and did see the Common Seal of the said **BIB PROPERTY OWNERS ASSOCIATION, INC.** affixed to the said instrument in the presence of _____

and _____, two Directors of the Grantee and that he/she was present and did see the said _____

and _____ respectively both sign the same and that the signatures " _____ " and " _____ " are in the respective proper handwritings of the said _____ and _____

and that the Seal affixed to the said instrument is the true and proper Common Seal of the Grantee and that the signature " _____ " as the subscribing witness thereto is in the proper handwriting of himself/herself the said deponent.

NOTARY PUBLIC

I HEREBY CERTIFY that I have counted the within-written document and that it contains folios of seventy-two words each and words over and no more.

WITNESS my hand this day of 2021 .

VIANNIE SOLIZ

THIS DOCUMENT was prepared and drawn by **ESTEVAN PERERA & COMPANY LLP** of The Alpha Business Centre, Belama Phase 1, No. 2118 Guava Street, Belize City, Belize in his office as Attorneys-at-Law for the Purchaser.

ESTEVAN PERERA
Attorney-at-Law