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Office of the Assistant Registrar of the Land Court as  
Document No. \_\_\_\_\_ /Transfer Certificate of  
Title No. \_\_\_\_\_ and/or in the Bureau of  
Conveyances as Document No. 2009-124491  
By: K. W. W. W.  
FIRST HAWAII TITLE CORPORATION

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ( ) To:

MAKILA LAND CO., LLC  
33 LONO AVENUE, SUITE 450  
KAHULUI, HI 96732

FHTC  
Escrow No. 20306602DW  
Title No. 196175

Tax Keys: (2) 4-7-1:2 and (2) 4-7-5:1  
Drainage Easements A, B, C, D, E and F  
along Punakea Loop, Makila Ridge  
Easement A: Affecting Lot 10  
Easement B: Affecting Lot 1  
Easement C: Affecting Lot 2  
Easement D: Affecting Lot 4  
Easement E: Affecting Lot 3  
Easement F: Affecting Lot 5  
Easement DT-1: Affecting Lots 6 and 7

Total No. of Pages: 21

MAKILA RIDGE  
DECLARATION OF EASEMENTS

Drainage Areas

This Declaration of Easements is dated as of this 15th day of July, 2009, and is executed by and among MAKILA RIDGE PROPERTIES INC., a Hawaii corporation, of 33 Lono Avenue, Suite 450, Kahului, Hawaii 96732 ("Developer"), and MAKILA LAND CO., LLC, a Hawaii limited liability company, of 33 Lono Avenue, Suite 450, Kahului, Hawaii 96732 ("Declarant").

RECITALS:

A. Developer is the developer and owner of Makila Ridge Subdivision in Makila, Launiupoko, Maui, Hawaii ("Makila Ridge"), as referred to and described in the Fourth Amendment to the Declaration described in Recital B below, and including Lots numbered 1 through 7 and 10, described in Exhibits "1" through "8" attached hereto and made a part hereof.

B. Declarant is the "Declarant" under the Amended and Restated Makila Plantation Declaration of Covenants, Conditions and Restrictions, dated September 16, 2003, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-227086, as amended by First, Second and Third Amendments recorded as Document Nos. 2003-246052, 2003-272575 and 2009-031680, and as further amended by Fourth Amendment dated as of July 15, 2009, and recorded as Document No. \_\_\_\_\_ (collectively, the "Declaration").

C. MAKILA PLANTATION HOMEOWNERS ASSOCIATION, INC., a Hawaii non-profit corporation ("Association"), is the homeowners association for Makila Plantation, vested with the jurisdiction and responsibility to govern, manage and maintain the Common Areas of Makila Plantation, to which Makila Ridge has been annexed by the said Third Amendment described in the preceding paragraph.

D. The purpose of this Declaration is to establish certain easements and to confirm their status as Common Areas of Makila Plantation under the jurisdiction, management and authority of the Association.

E. Developer and Declarant have designated easements lettered as set forth below and as described in Exhibits "9" through "15" ("Easement Areas"), and each encumbering an individual lot as set forth below.

<u>Easement Designation</u>	<u>Makila Ridge Lot Encumbered</u>	<u>Exhibit Hereto Describing the Easement</u>
Easement A	Lot 10	Exhibit "9"
Easement B	Lot 1	Exhibit "10"
Easement C	Lot 2	Exhibit "11"
Easement D	Lot 4	Exhibit "12"
Easement E	Lot 3	Exhibit "13"

Easement F	Lot 5	Exhibit "14"
Easement DT-1	Lots 6 and 7	Exhibit "15"

F. The purpose of this Declaration is to establish easement rights and obligations with respect to those easements areas.

DECLARATION OF EASEMENTS. Developer hereby declares and grants non-exclusive, perpetual easements set forth in Recital E above, over, across and under each Easement Area, located on and encumbering the lots in Makila Ridge set forth below, to the Association, as Common Areas of Makila Plantation, for the purposes of constructing, operating, maintaining, repairing and replacing facilities for drainage and storm water management. The Easement Areas are described on Exhibits "9" through "15" attached hereto and made a part hereof.

Pursuant to the rights reserved to Declarant under the Declaration, Declarant hereby adds said easements to the list of Common Areas as provided in Section 2.04 of the Declaration.

The Association shall operate and maintain all drainage facilities within said easement areas in accordance with the Operation and Maintenance Plan attached hereto as Exhibit "16".

Also, the Association shall provide and maintain a reasonable reserve fund to pay for ongoing maintenance and repairs of the drainage basins. In the event the Association fails to appropriately maintain any such drainage basin, the West Maui Water and Soil Conservation District shall have the right to enter said easement area by its own forces or by an outside contractor to perform said maintenance work at the Association's expense, and the Association shall pay the cost thereof as a common expense, utilizing any such reserve funds as may be held by the Association for the drainage basins at that time.

Executed the day and year first above written.

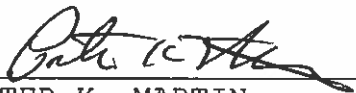
MAKILA RIDGE PROPERTIES INC.

By   
PETER K. MARTIN  
Its President

"Developer"

MAKILA LAND CO., LLC

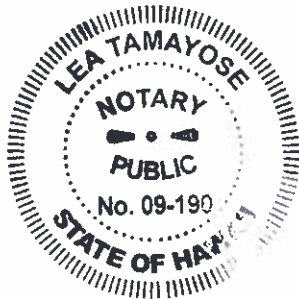
By WEST MAUI LAND COMPANY, INC.  
Its Manager

By   
PETER K. MARTIN  
Its Vice President

"Declarant"

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

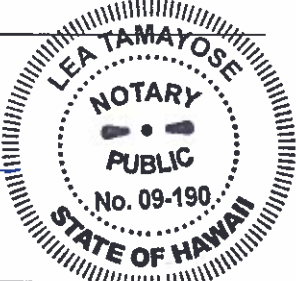
On this 17 day of July, 2009, before me personally appeared PETER K. MARTIN, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



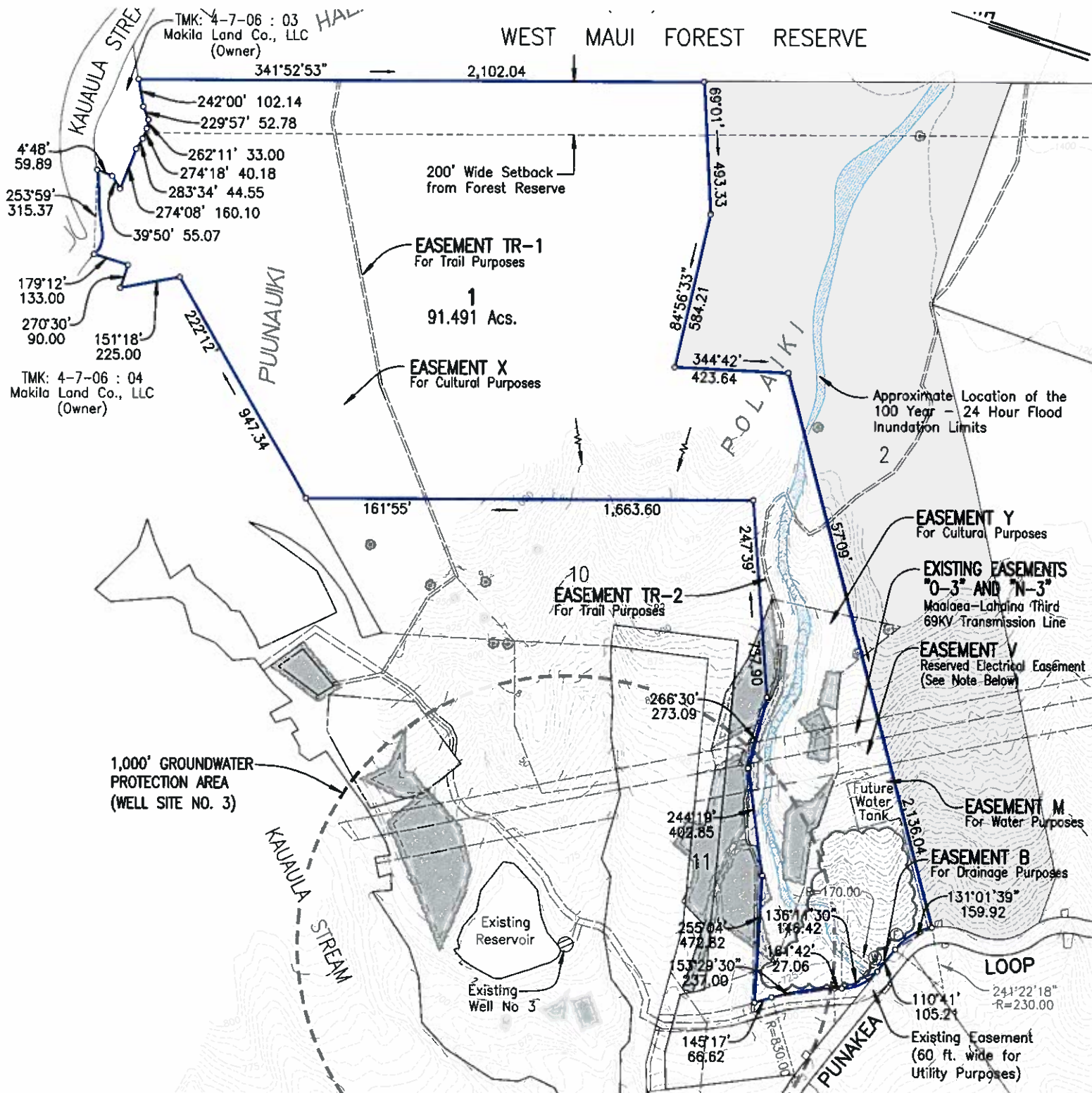
Lea Tamayose  
Print Name: Lea Tamayose  
Notary Public, State of Hawaii.

My commission expires: 17 May 2013

Date of Doc: <u>15 July 09</u>	# Pages: <u>21</u>
Name: <u>Lea Tamayose</u>	Second Circuit
Doc. Description: <u>Makila Ridge - Declaration of Easements - Drainage Areas</u>	
<u>Lea Tamayose</u> Notary Signature	
NOTARY CERTIFICATION	



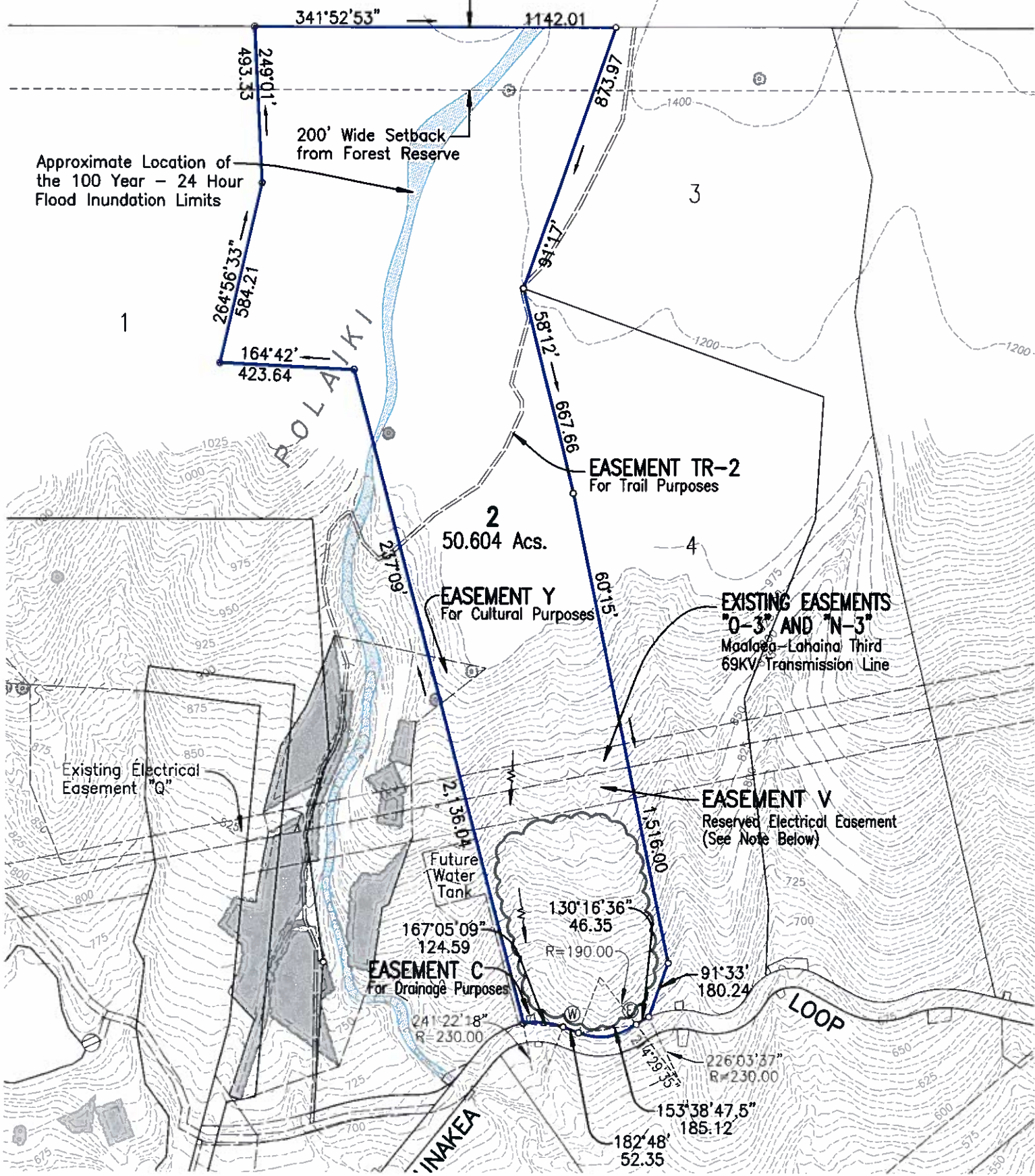
**Exhibit "1"**



**Exhibit "2"**

TRUE NORTH

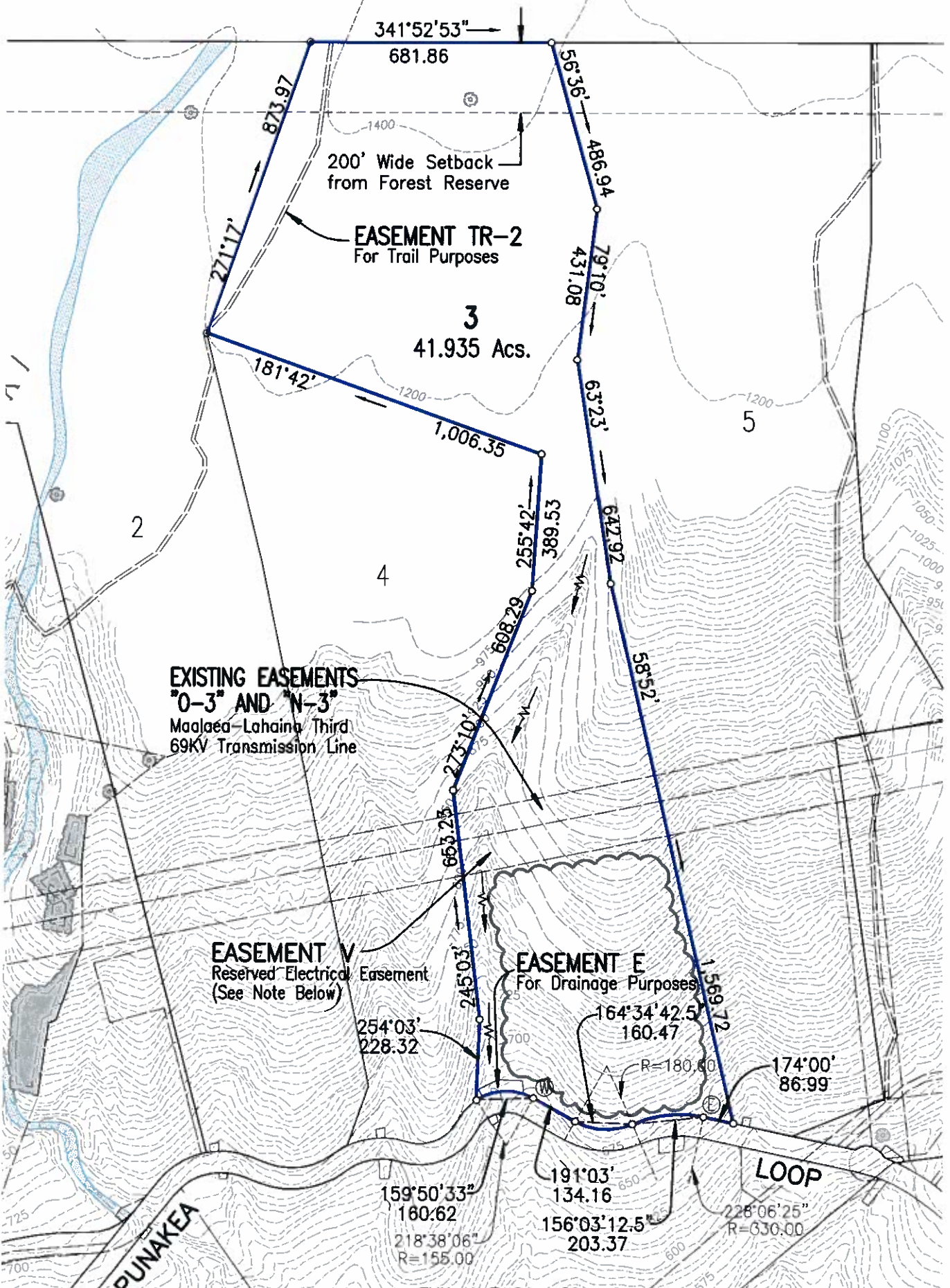
WEST MAUI FOREST RESERVE



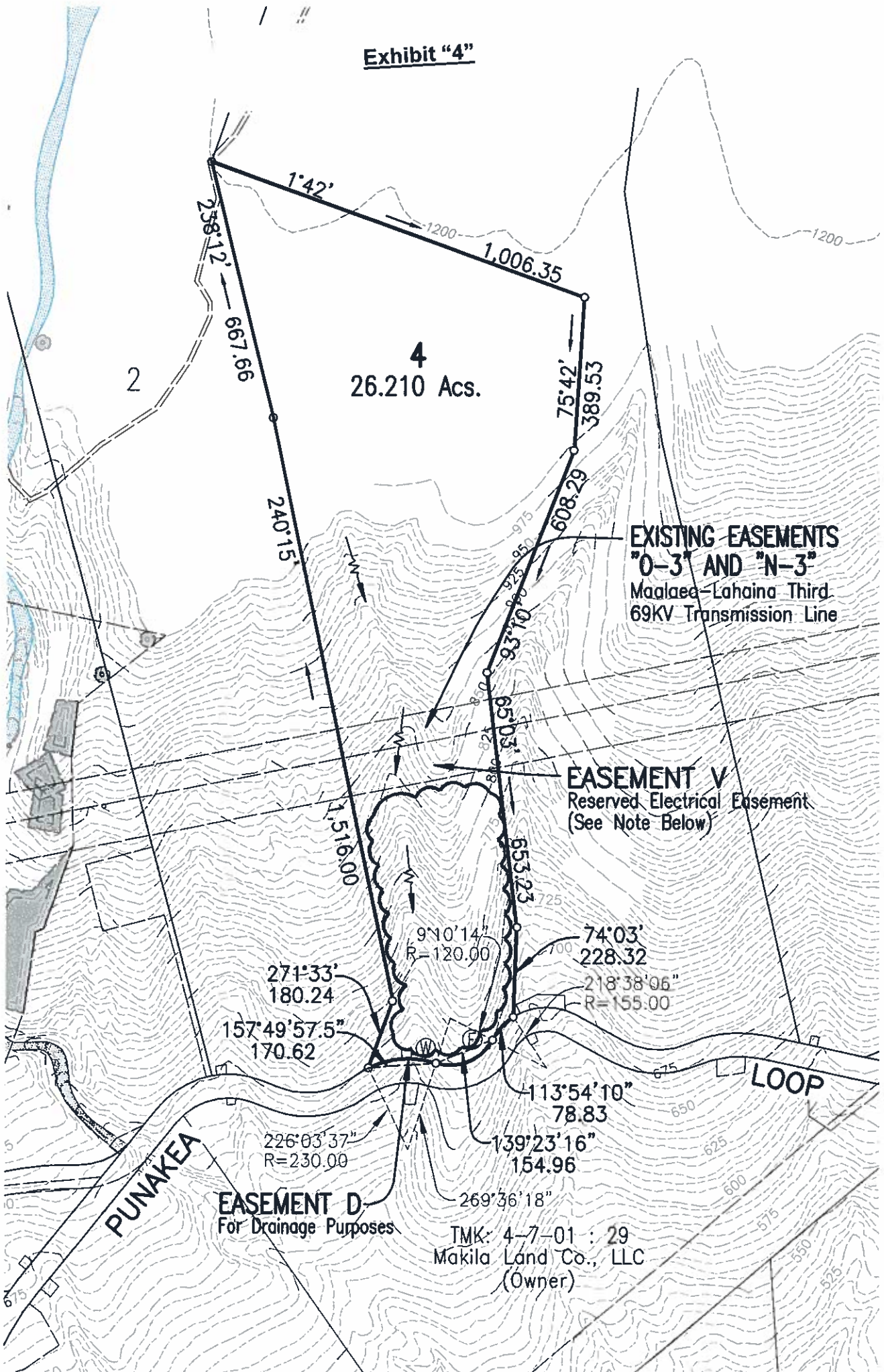
**Exhibit "3"**

TRUE

**WEST MAUI FOREST RESERVE**



**Exhibit "4"**



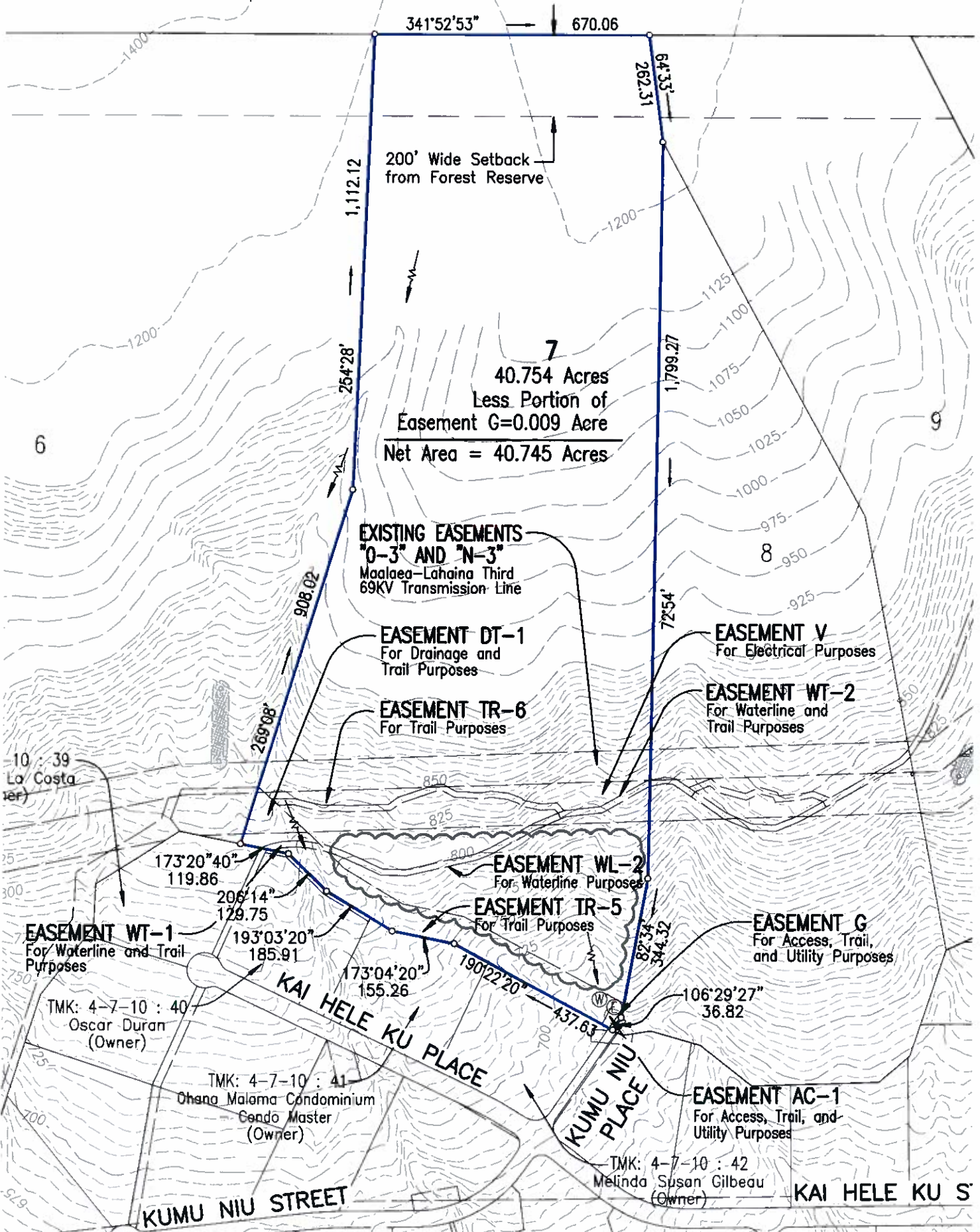




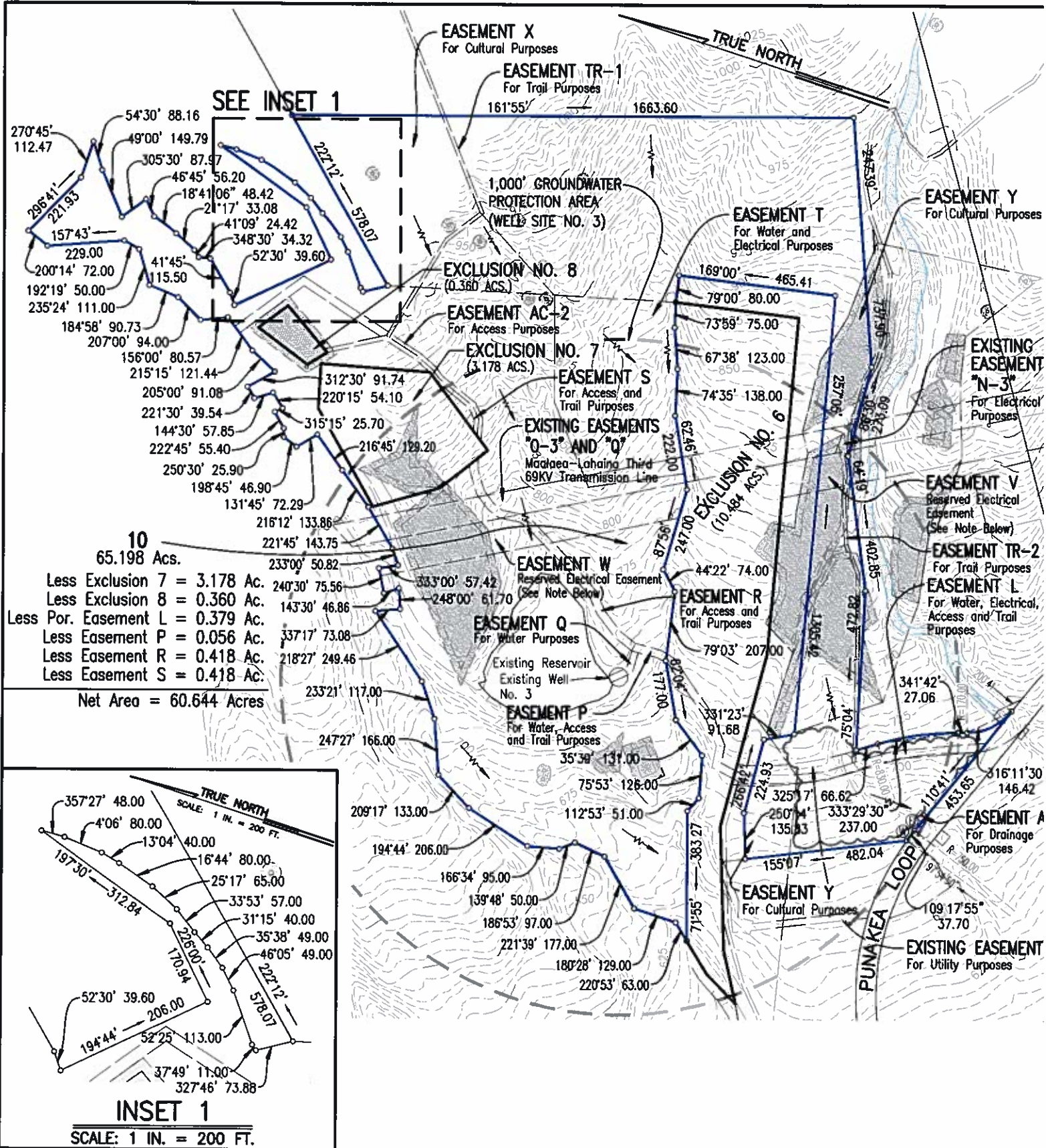
**Exhibit "7"**



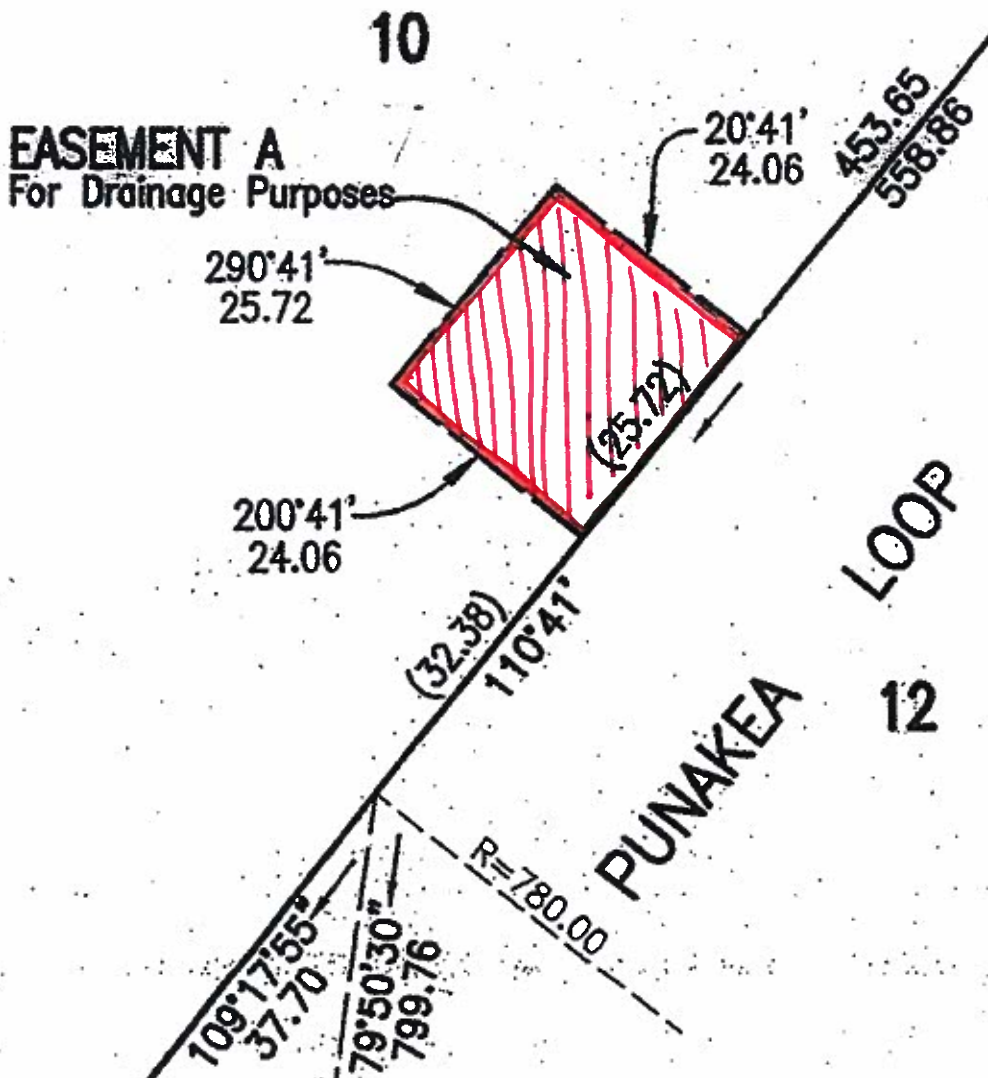
**WEST MAUI FOREST RESERVE**



**Exhibit "8"**



TRUE NORTH  
SCALE: 1 IN. = 30 FT.



**INSET 5**

SCALE: 1 IN. = 30 FT.

Exhibit "10"

TRUE NORTH  
SCALE: 1 IN. = 50 FT.

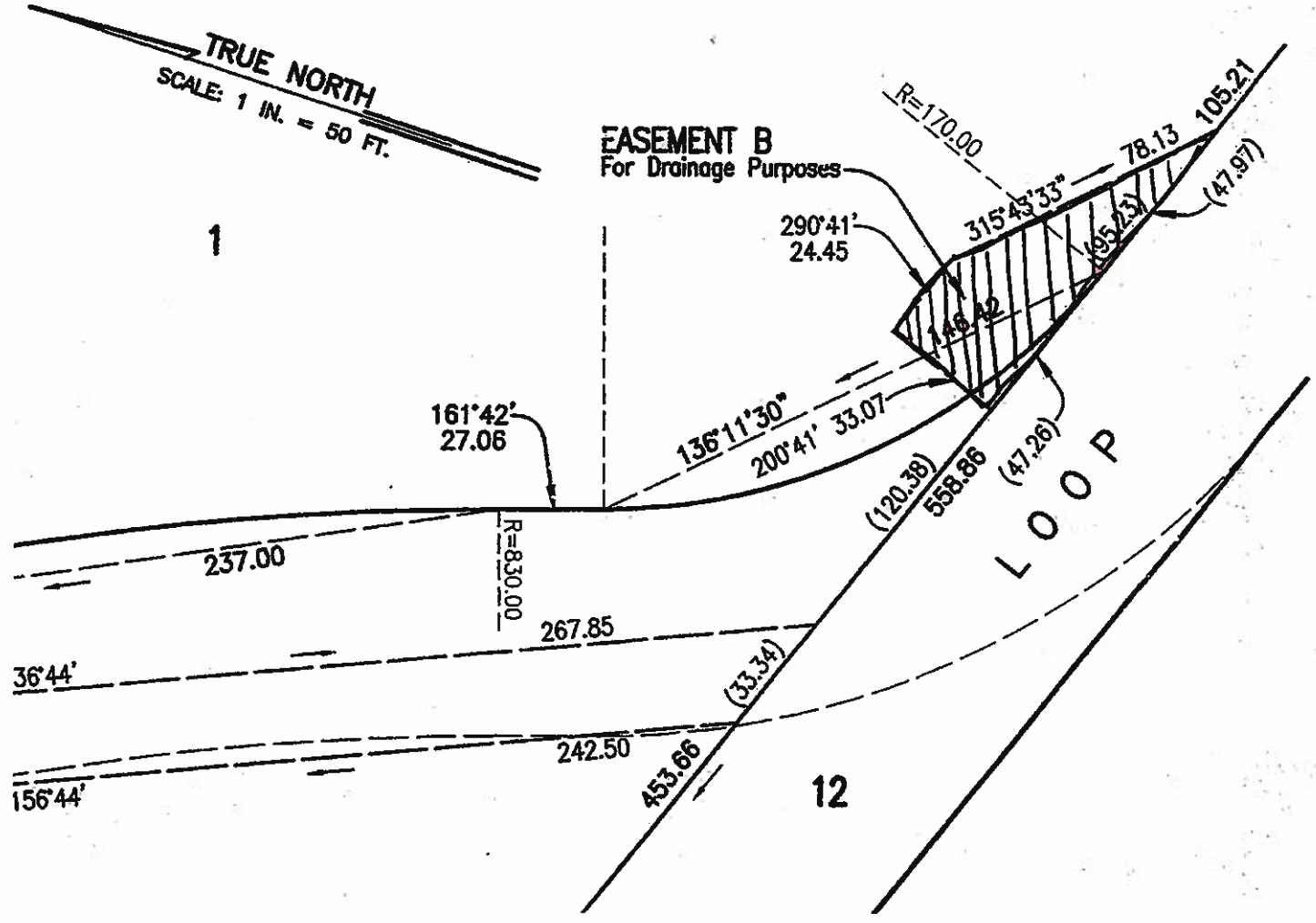
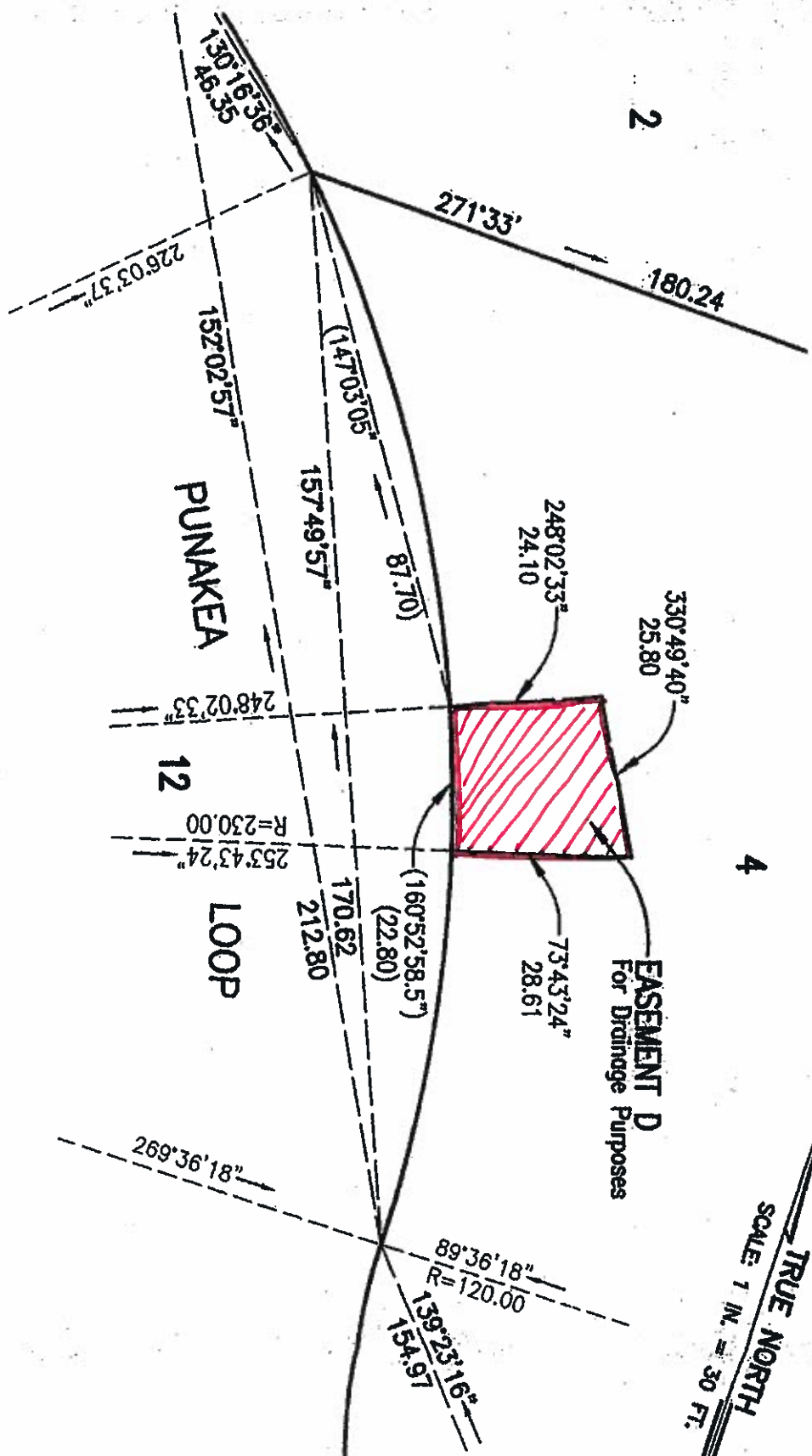


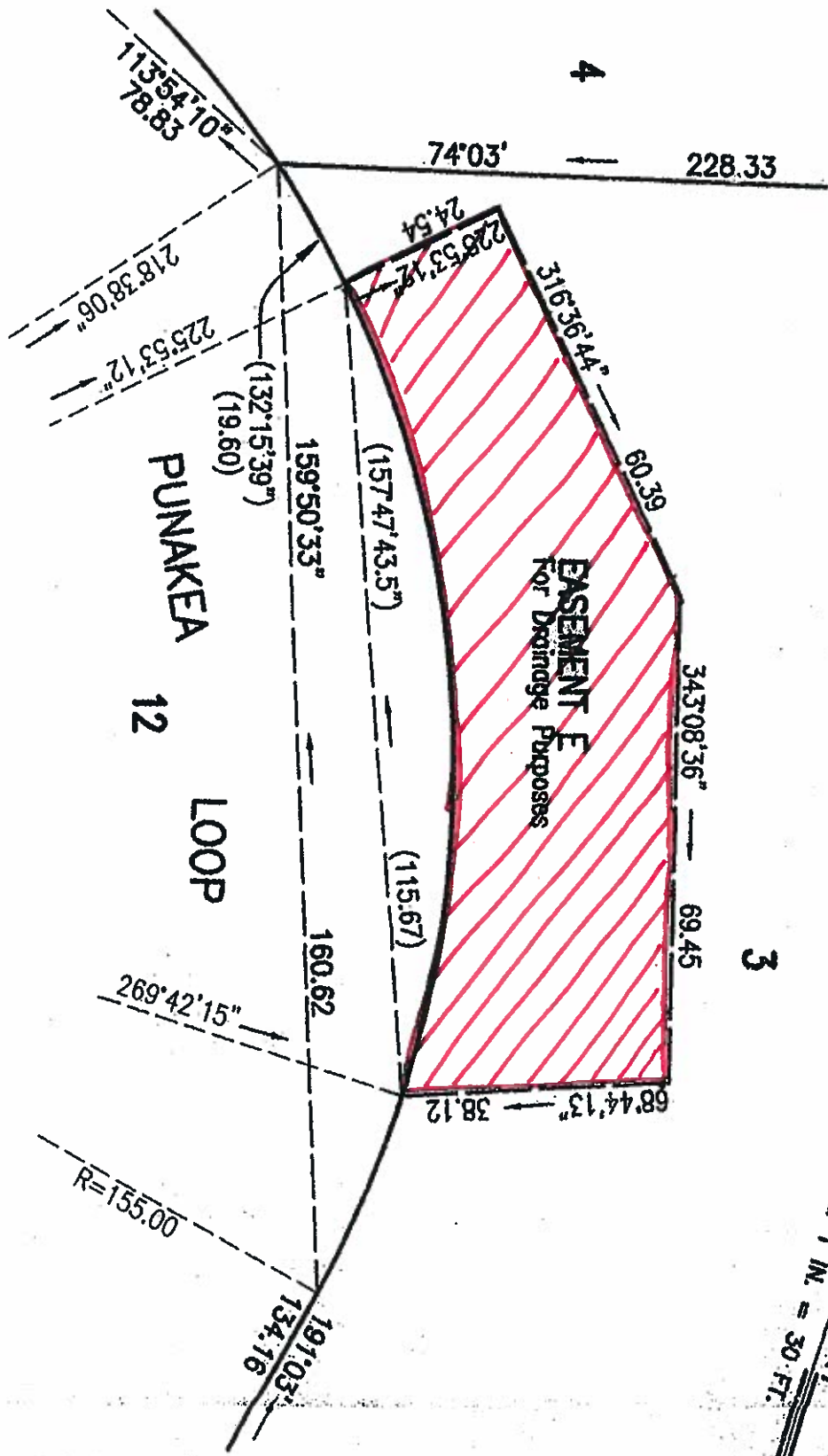


Exhibit "12"



INSET 8

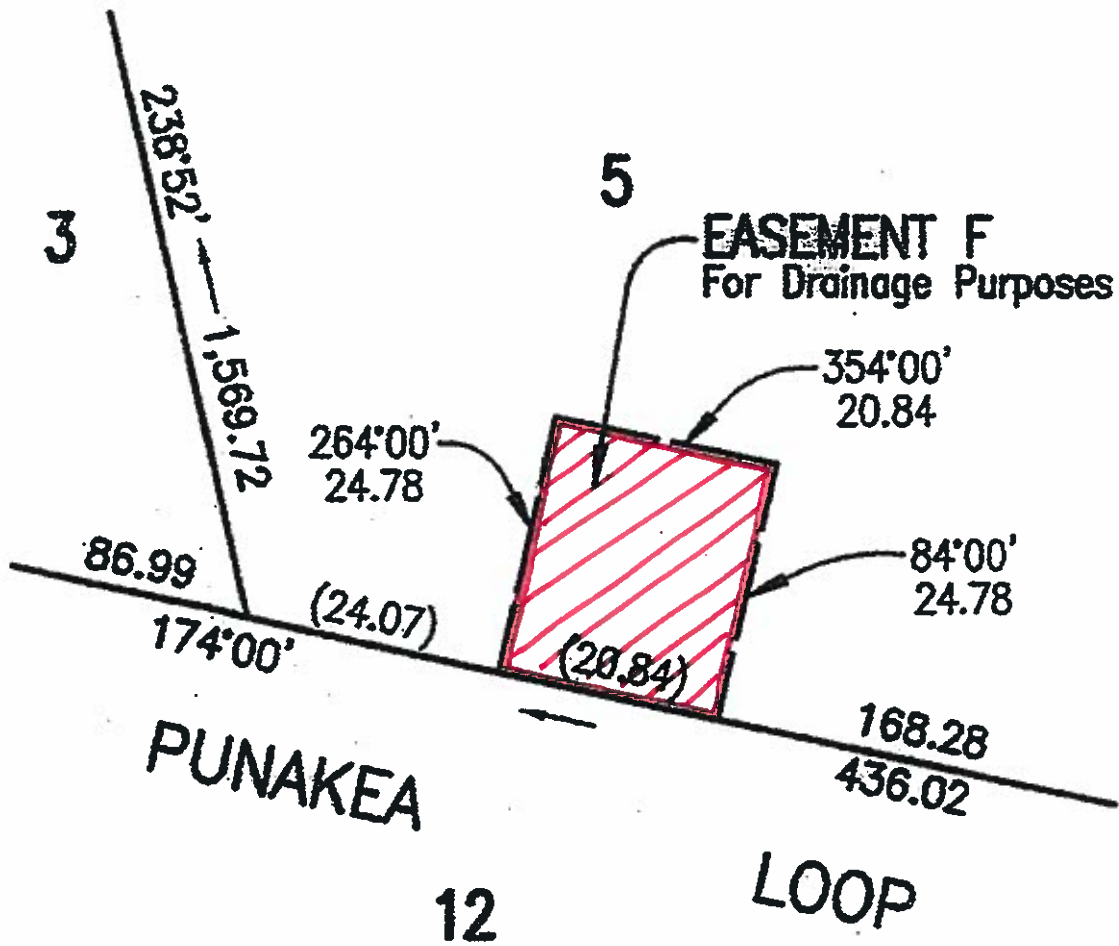
SCALE: 1 IN. = 30 FT.



**INSET 9**

SCALE: 1 IN. = 30 FT.

TRUE NORTH  
SCALE: 1 IN. = 30 FT.



INSET 10

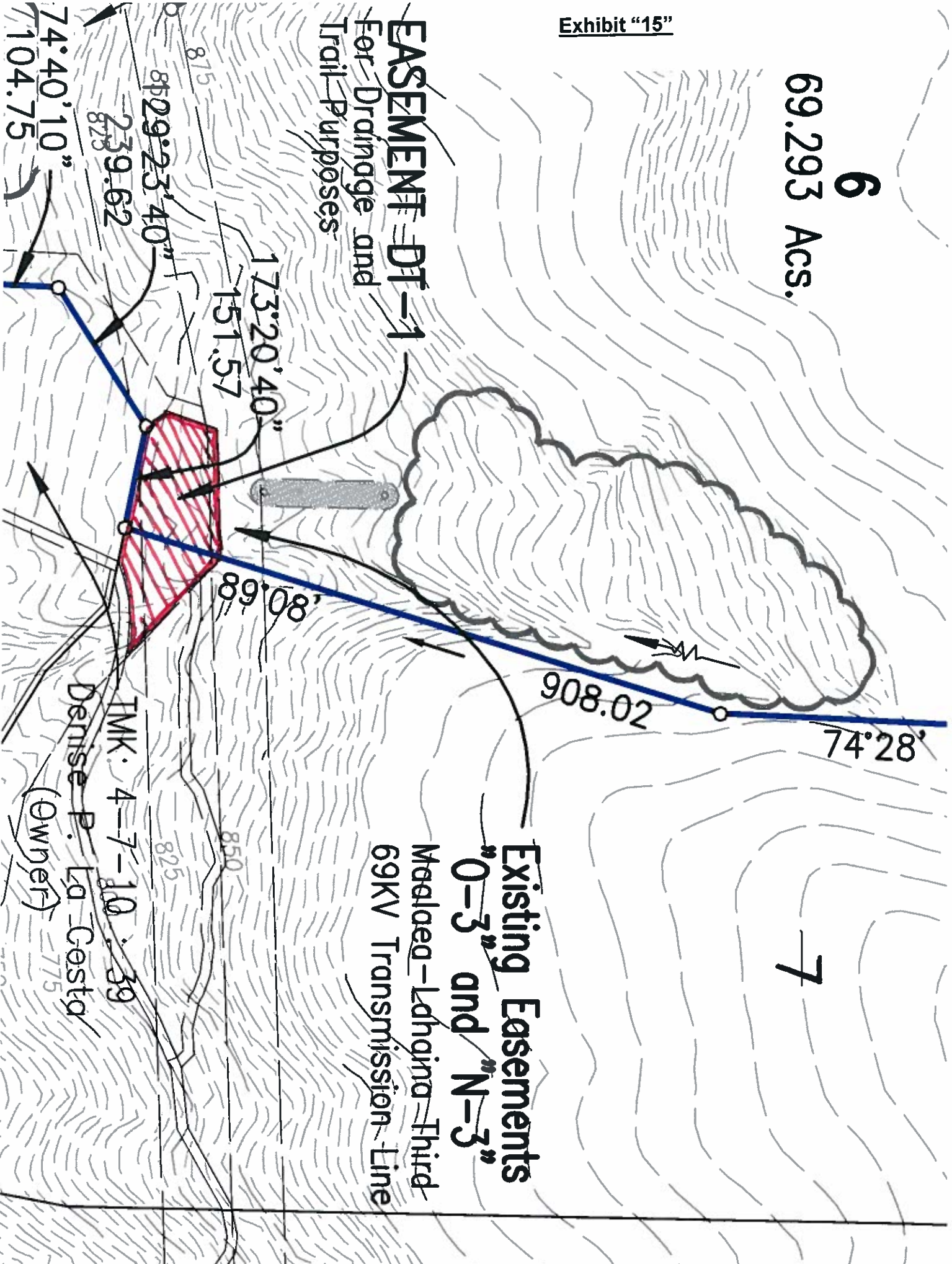
SCALE: 1 IN. = 30 FT.

6  
69.293 Acs.

7

**EASEMENT DT-1**  
For Drainage and  
Trail Purposes

**Existing Easements**  
"O-3" and "N-3"  
Maialaea - Lahaiaina Third  
69KV Transmission Line



## **Exhibit "16"**

### **Operation and Maintenance Plan for Retention Basins, Underground Drainage System, and Drainage Berms Makila Ridge Subdivision (Subd. File No. 4.888) Makila Plantation Subdivision Association**

Operation and maintenance of Retention Basins, Drainage Easements, vegetated swales/berms, and underground drainage system that serve to control stormwater discharge into the detention basin and surrounding lands identified as drainage easements. Makila Plantation Subdivision Association is the identified party to operate and maintain these basins, swales, and underground system. Regular maintenance designed to ensure the long-term efficiency of the system shall include:

1. Periodically remove the sediment/soil that is deposited in the catch basins, grated drain inlets, vegetated swales and detention basins and restore to the original dimension. The reclaimed sediment may be used for fill or as a supplement to topsoil.
2. Overgrown vegetation on the bottom, sides and benches of the detention basins shall be removed by means of mowing and/or herbicide spraying.
3. Maintain a vigorous growth of vegetation on all swales and bare soil which includes re-seeding, mulching/matting to protect the disturbed area while vegetation becomes established. Overgrown vegetation along swales shall be removed by means of mowing; if possible avoid herbicides in these areas.
4. Keep all outlets free flowing and maintain the original constructed ridge height and capacity of vegetated berms and swales. The surface of the berms should be compacted to avoid a blow out if a very large storm occurs. Vegetative growth and accumulated silt deposits at all drainage outlets and at all overflow weirs shall be removed and kept clear at all times.
5. Mosquito infestation shall be controlled by removing stagnant water at bottom of the detention basins.
6. After the occurrence of a major storm event, visually inspect the detention basins and swales for accumulation of sediment and debris. Immediately remove any obstructions or blockage in outlets and detention basins. Sediment build up and debris greater than two feet above the basin floor shall be removed immediately after the storm event. Removal of sediment and debris shall be done after it is deemed safe to accomplish remedial work.
7. All access paths to the detention basin shall be maintained and clear of obstructions. Vegetative growth and accumulated silt shall be removed. Loose gravel/dirt within access path shall be compacted to maintain a safe route for vehicles used for the maintenance of the detention basins.