



in Exclusion No. 6, described on Exhibits "A", "B" and "C", attached hereto and made a part hereof.

2. Grantee is the owner of, or has ownership interests in, several parcels of land situated to the north and west of Makila Ridge described on Exhibit "D" attached hereto and made a part hereof (collectively the "Grantee's Lands").

3. Grantor is designating several easements for access and utility services, including Easements "H" and "J" crossing Lot 11, Easement "L" crossing Lots 10 and 11, Easement "P" crossing Lot 10 and Exclusion No. 6, and Easements "R", "S", "T" and "AC-2" crossing Lot 10, as described on Exhibits "E", "F", "G", "H", "I", "J", "K" and "L", attached hereto and made a part hereof (the "Easement Areas").

GRANT: For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive, perpetual easement over, across and under the Easement Areas, for vehicular and pedestrian ingress and egress, and for the construction, operation, maintenance, repair and replacement of utility services and facilities and a driveway or roadway, for the use and benefit of all of Grantee's Lands and the "Grantee's Designated Lands" defined in Section 1 below, subject to all of the following terms and conditions:

1. Grantee's Designated Lands. The term "Grantee's Designated Lands" means other lands in Kauaula Valley or in its approaches or in the vicinity of Makila Ridge to which Grantee, at any time within 20 years from the date of this Grant of Easements, shall elect in its sole discretion to grant access or utility easement rights over any or all of the Easement Areas. Grantee's Designated Lands may be owned by Grantee or others. Such grant shall be accomplished by a written grant recorded in the Bureau of Conveyances of the State of Hawaii and executed by Grantee (or Grantee's designee), which shall refer to this Grant of Easements as the source of its authority to grant such easements.

2. Compliance With Laws and Regulations. Each person entitled to the use of the Easement Areas by this document shall observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Areas.

3. Binding Effect. This Grant of Easements shall insure to the benefit of Grantee's Lands and shall be binding

upon Lots 10 and 11 and Exclusion No. 6 (to the extent that Grantor owns, and has the power to bind, Exclusion No. 6) and the owners and occupants thereof and their respective successors in interest and shall run with the land.

4. Governing Law. This Grant of Easements shall be governed by and construed under the laws of the State of Hawaii.


5. As Is. Each person using the Easement Areas pursuant to this Grant of Easements accepts each such easement and the Easement Areas in "as is" condition without any representations or warranties expressed or implied by the Declarant or the owners of the land upon which the easements are located as to the physical condition thereof or the suitability of the easements for the purposes of the easements or as to any improvements now or hereafter constructed within the Easement Areas.

6. Expenses. All costs and expenses related to the construction, operation, maintenance, repair and replacement of all facilities shall be borne by the Grantee at no expense to the Grantor. The Grantee shall pay, or reimburse to the Grantor, all real estate taxes assessed with respect to the facilities, but the Grantor shall pay all such taxes which shall be assessed with respect to the land itself.

7. Conditions of Exercise. The Grantee's exercise of easement rights shall be subject to the conditions that the Grantee and the Grantee's agents and licensees shall (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area, (b) complete the construction of all facilities free and clear of all liens, and (c) promptly upon the completion of the facilities restore the surface of the Easement Area to even grade and good and orderly condition.

Executed the day and year first above written.

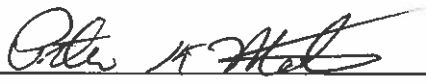
MAKILA RIDGE PROPERTIES INC.

By   
PETER K. MARTIN  
Its President

Grantor

MAKILA LAND CO., LLC

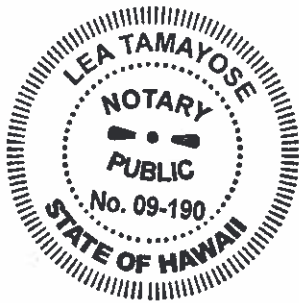
By WEST MAUI LAND COMPANY, INC.  
Its Manager

By   
\_\_\_\_\_  
Its \_\_\_\_\_

Grantee

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.



A handwritten signature in black ink, appearing to read "Lea Tamayose".

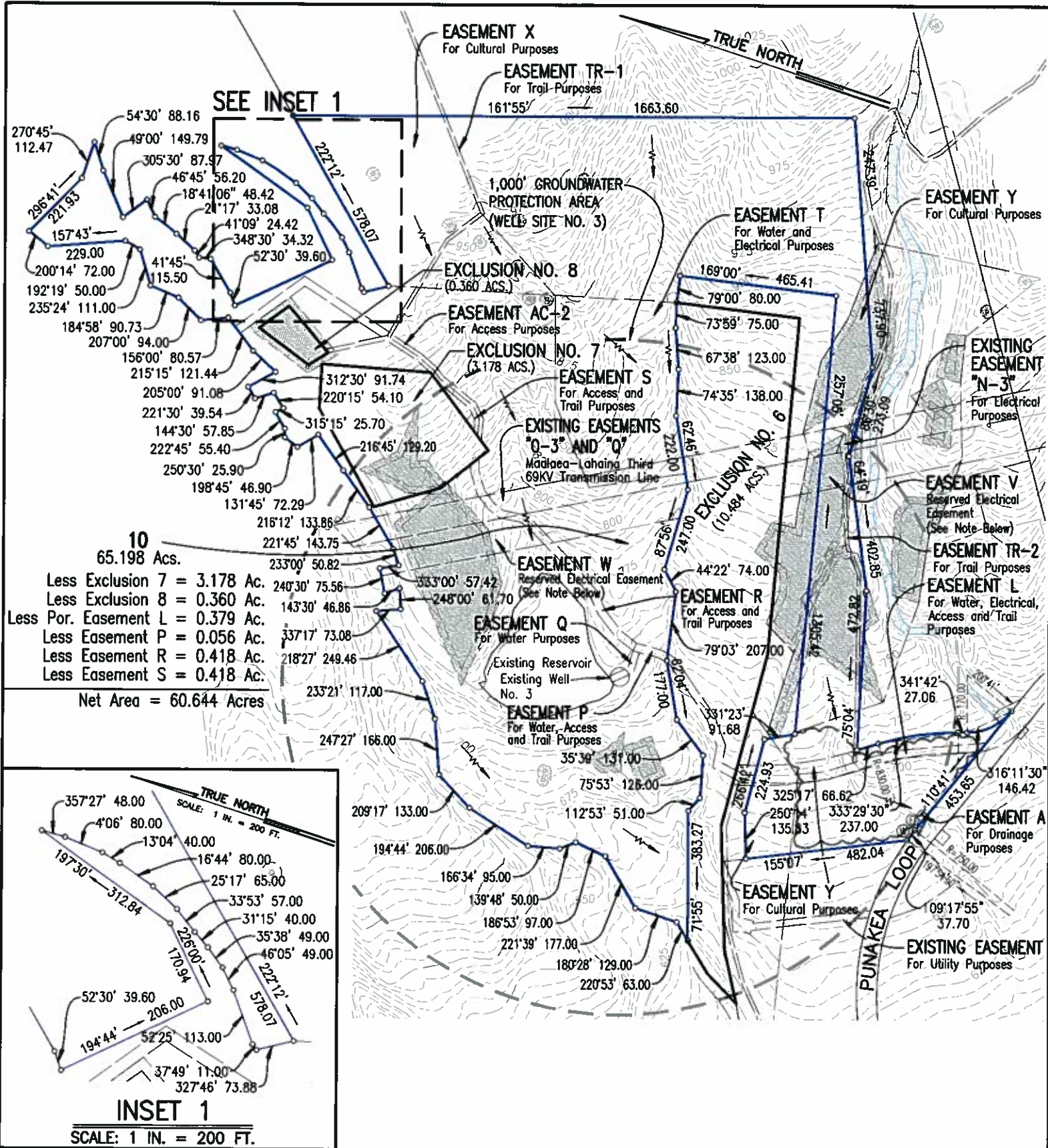
Print Name: Lea Tamayose  
Notary Public, State of Hawaii.

My commission expires: 17 May 2013

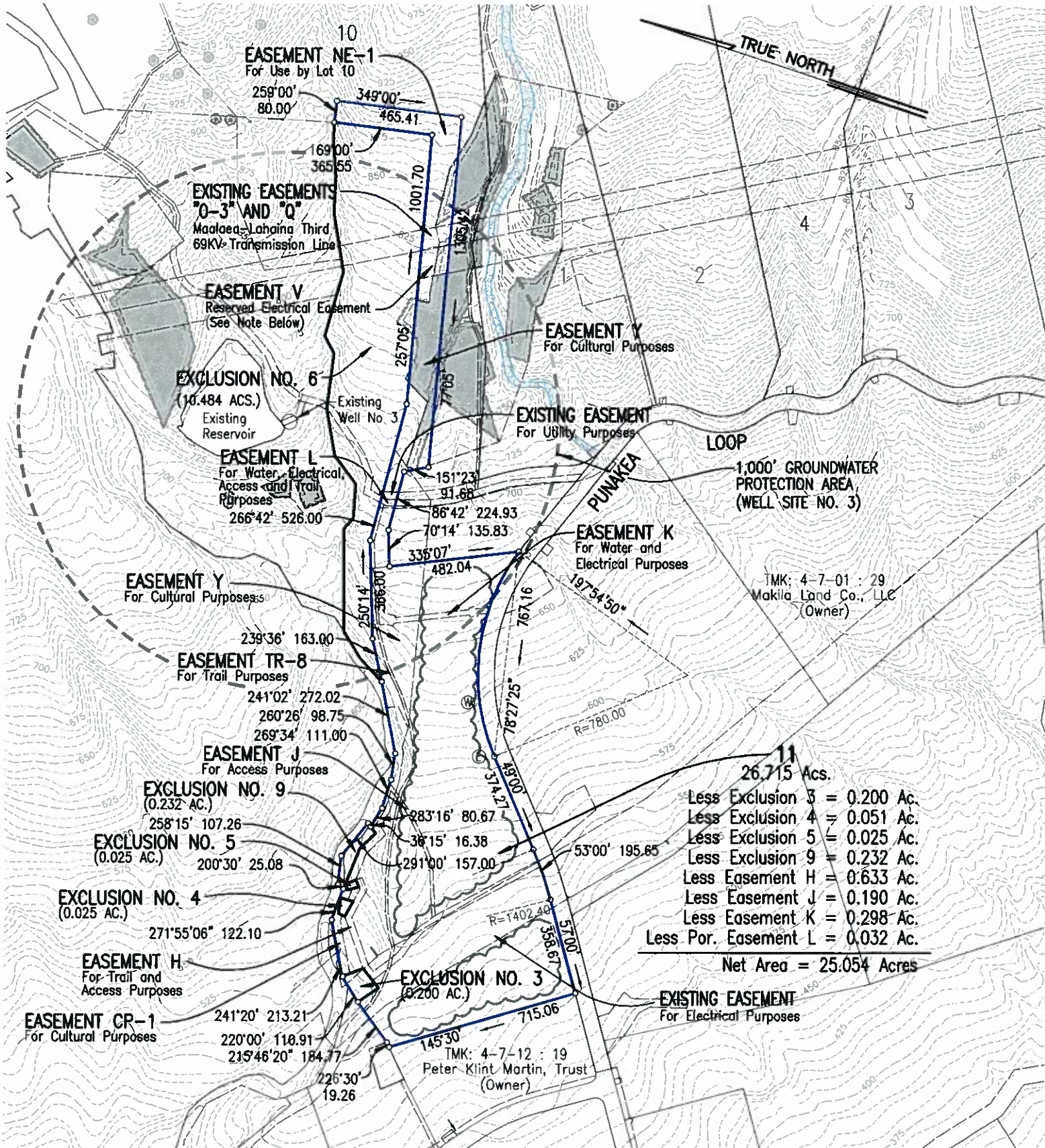
Date of Doc: <u>15 July 09</u>	# Pages: <u>25</u>
Name: <u>Lea Tamayose</u>	Second Circuit
Doc. Description: <u>Makila Ridge - Grant of Easements Access &amp; Utilities to Kuleaka Lands &amp; Other Properties</u>	
 Notary Signature	
NOTARY CERTIFICATION	

A circular notary seal for Lea Tamayose, Notary Public, State of Hawaii, No. 09-190, identical to the one in the upper left.

**Exhibit "A"**



**Exhibit "B"**



<b>11</b>	26.715 Ac.
Less Exclusion 3	= 0.200 Ac.
Less Exclusion 4	= 0.051 Ac.
Less Exclusion 5	= 0.025 Ac.
Less Exclusion 9	= 0.232 Ac.
Less Easement H	= 0.633 Ac.
Less Easement J	= 0.190 Ac.
Less Easement K	= 0.298 Ac.
Less Por. Easement L	= 0.032 Ac.
<b>Net Area</b>	<b>= 25.054 Acres</b>

Exhibit "C"

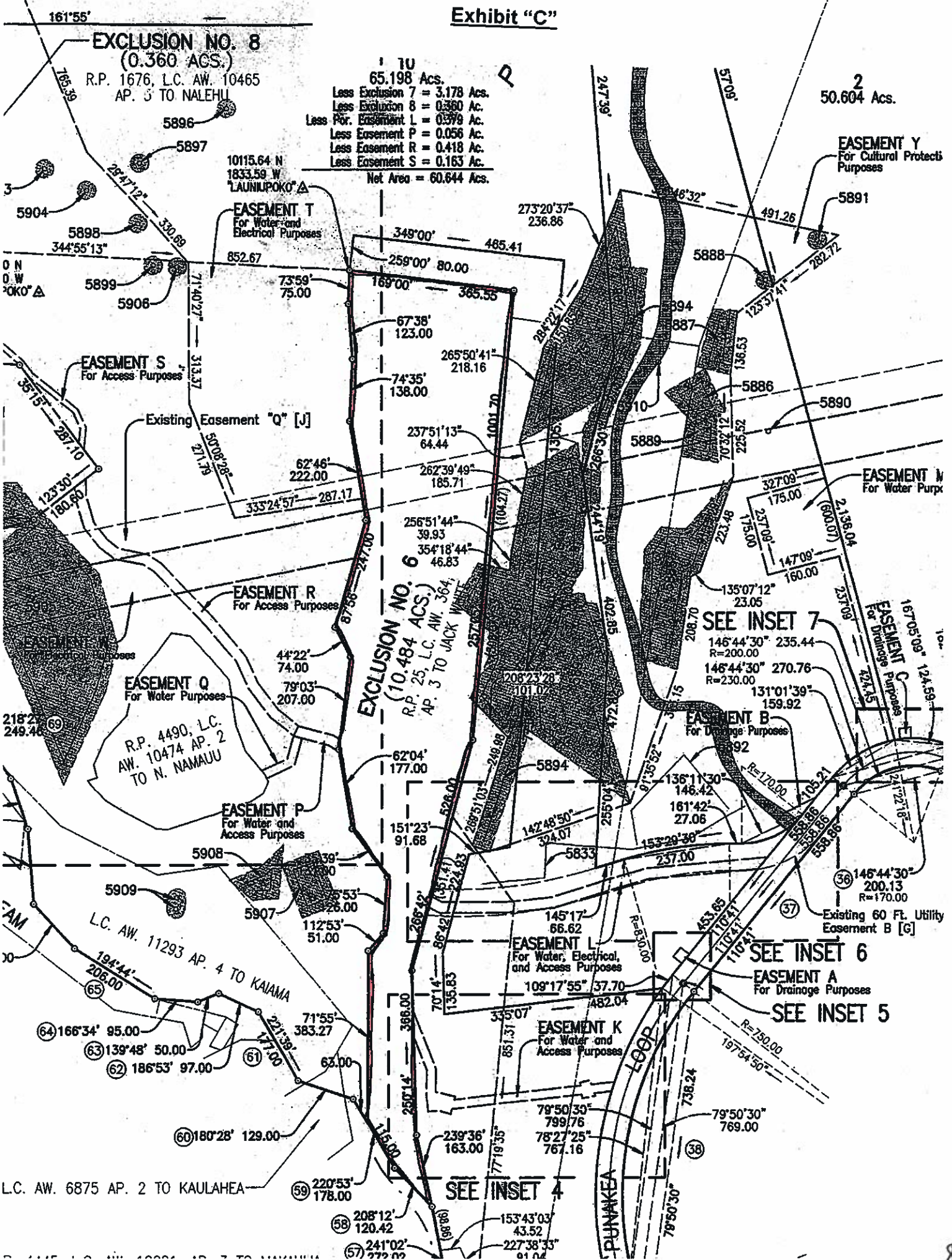
EXCLUSION NO. 8  
(0.360 ACS.)

R.P. 1676, L.C. AW. 10465  
AP. 3 TO NALEHU

65.198 Acs.  
Less Exclusion 7 = 3.178 Acs.  
Less Exclusion 8 = 0.360 Ac.  
Less For. Easement L = 0.379 Ac.  
Less Easement P = 0.056 Ac.  
Less Easement R = 0.418 Ac.  
Less Easement S = 0.163 Ac.  
Net Area = 60.644 Acs.

50.604 Acs.

EASEMENT Y  
For Cultural Protecti  
Purposes



10115.64 N  
1833.59 W  
LAUNIPOKO

EASEMENT T  
For Water and  
Electrical Purposes

EASEMENT S  
For Access Purposes

Existing Easement "Q" [J]

EASEMENT R  
For Access Purposes

EASEMENT Q  
For Water Purposes

R.P. 4490, L.C.  
AW. 10474 AP. 2  
TO N. NAMAUI

EASEMENT P  
For Water and  
Access Purposes

EXCLUSION NO. 6  
(10.484 ACS.)  
R.P. 25, L.C. AW. 364,  
AP. 3 TO JACK WHEAT

SEE INSET 7

EASEMENT B  
For Drainage Purposes

EASEMENT M  
For Water Purp

EASEMENT C  
For Drainage Purposes

SEE INSET 6

EASEMENT A  
For Drainage Purposes

SEE INSET 5

SEE INSET 4

L.C. AW. 6875 AP. 2 TO KAULAHA

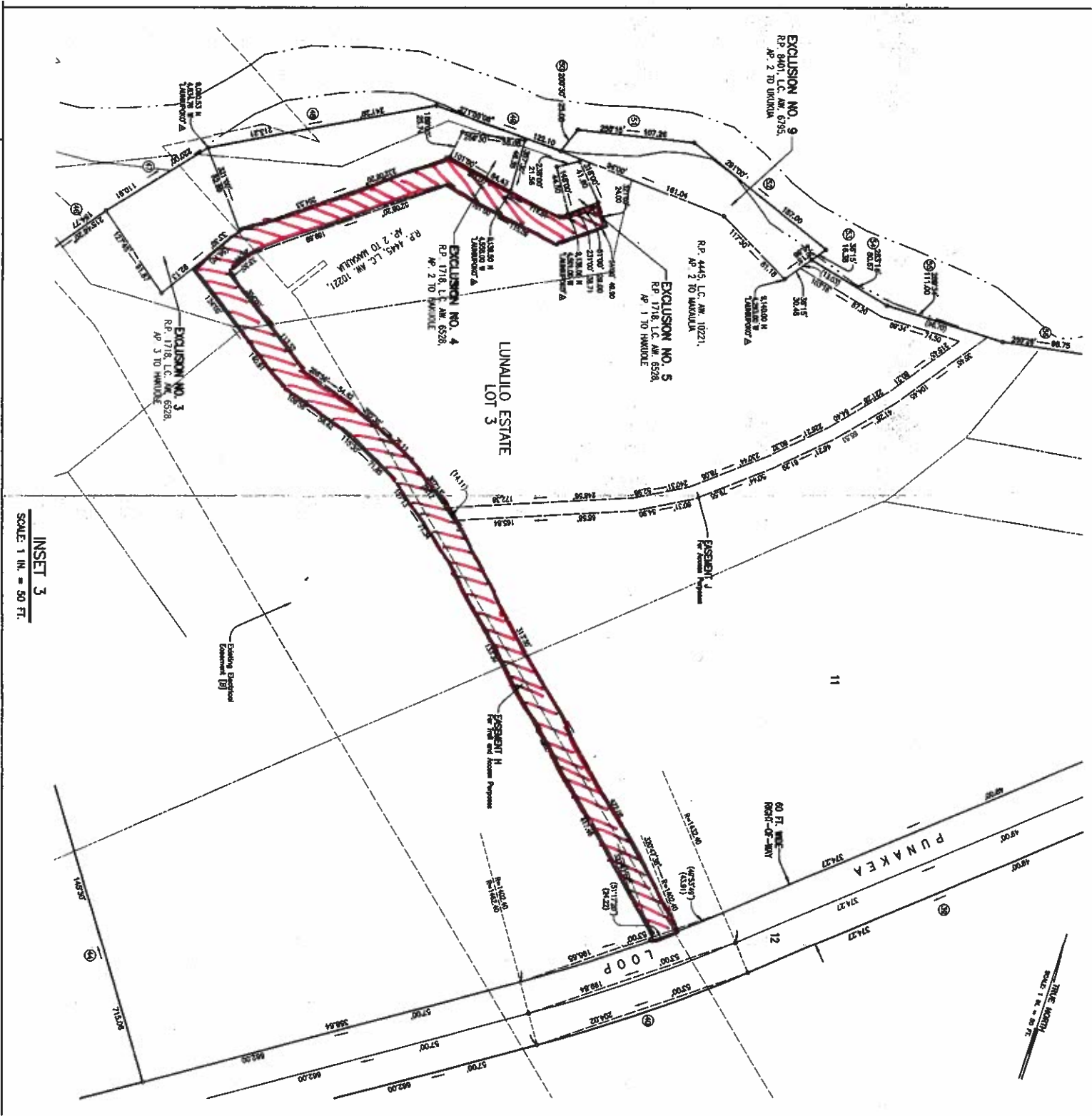
EXHIBIT "D"

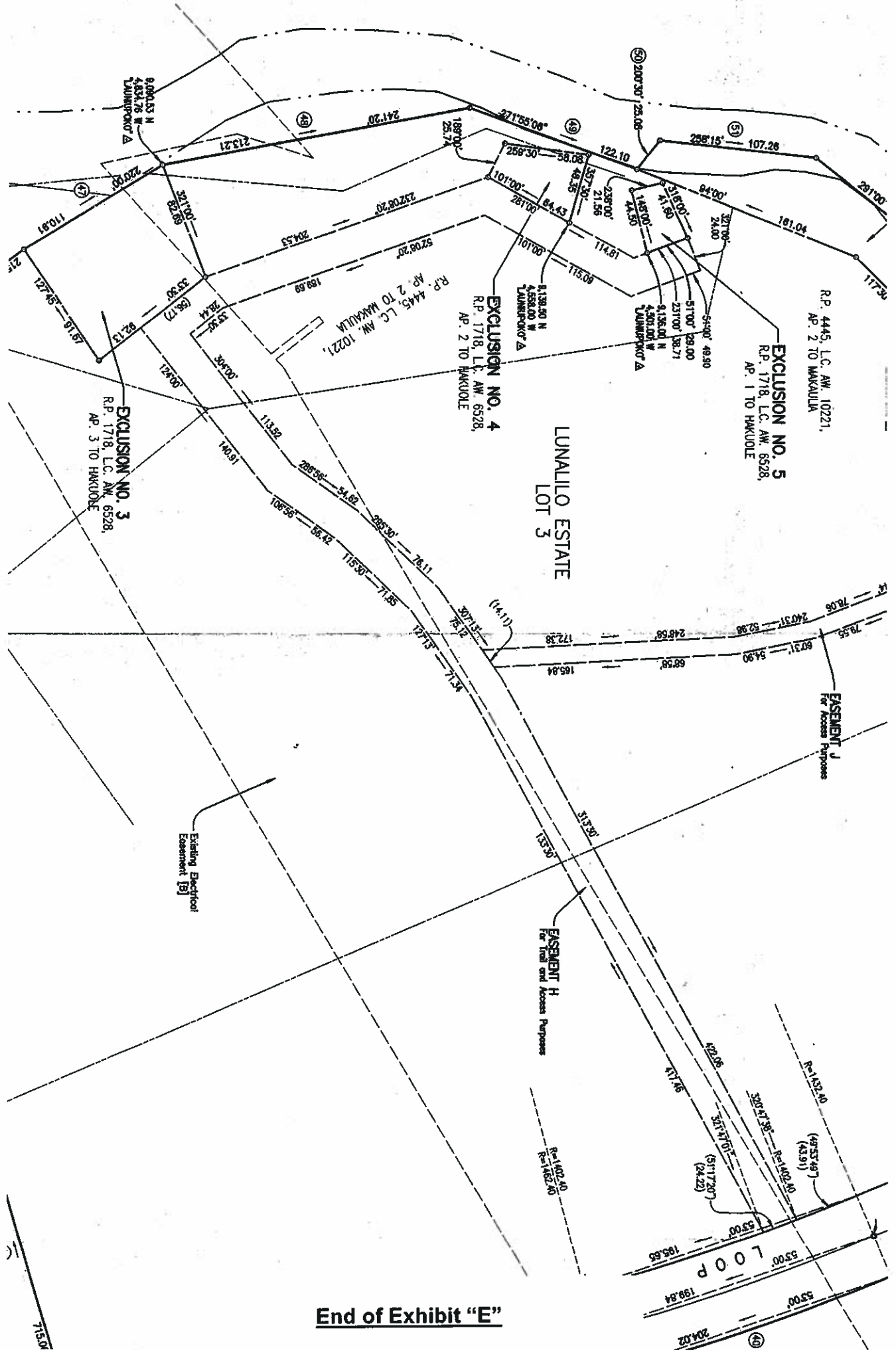
The term "Grantee's Lands" shall mean:

<b>Exclusion</b>	<b>LCA</b>	<b>Access</b>
No. 3	R.P. 1718 LCA 6528 Ap. 3 to Hakuole	Easement H
No. 4	R.P. 1718 LCA 6528 Ap. 2 to Hakuole	Easement H
No. 5	R.P. 1718 LCA 6528 Ap. 1 to Hakuole	Easement H
No. 6	R.P. 25 LCA 364 Ap. 3 to Jack White	Easement L
No. 7	R.P. 2400 LCA 10667 Ap. 4 to Pikanele	Easements L & R
No. 8	R.P. 1676 LCA 10465 Ap. 5 to Nalehu	Easements L, R, S & AC-2
No. 9	R.P. 8401 LCA 6795 Ap. 2 to Ukukua	Easements H & J

See also Section 1 of this Grant of Easements for the definition of "Grantee's Designated Lands".

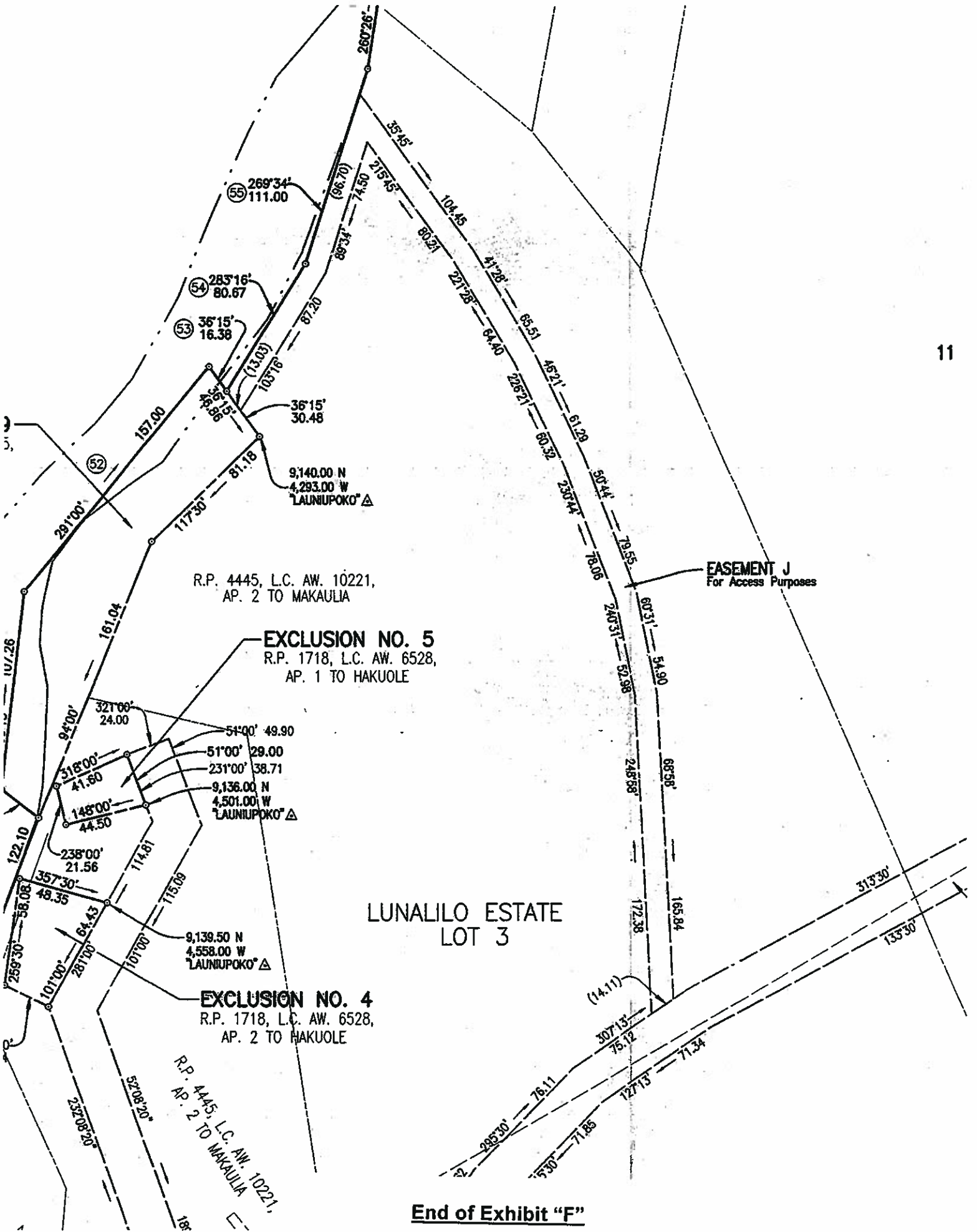
**Exhibit "E"**





**End of Exhibit "E"**





R.P. 4445, L.C. AW. 10221,  
AP. 2 TO MAKAULIA

**EXCLUSION NO. 5**  
R.P. 1718, L.C. AW. 6528,  
AP. 1 TO HAKUOLE

**EXCLUSION NO. 4**  
R.P. 1718, L.C. AW. 6528,  
AP. 2 TO HAKUOLE

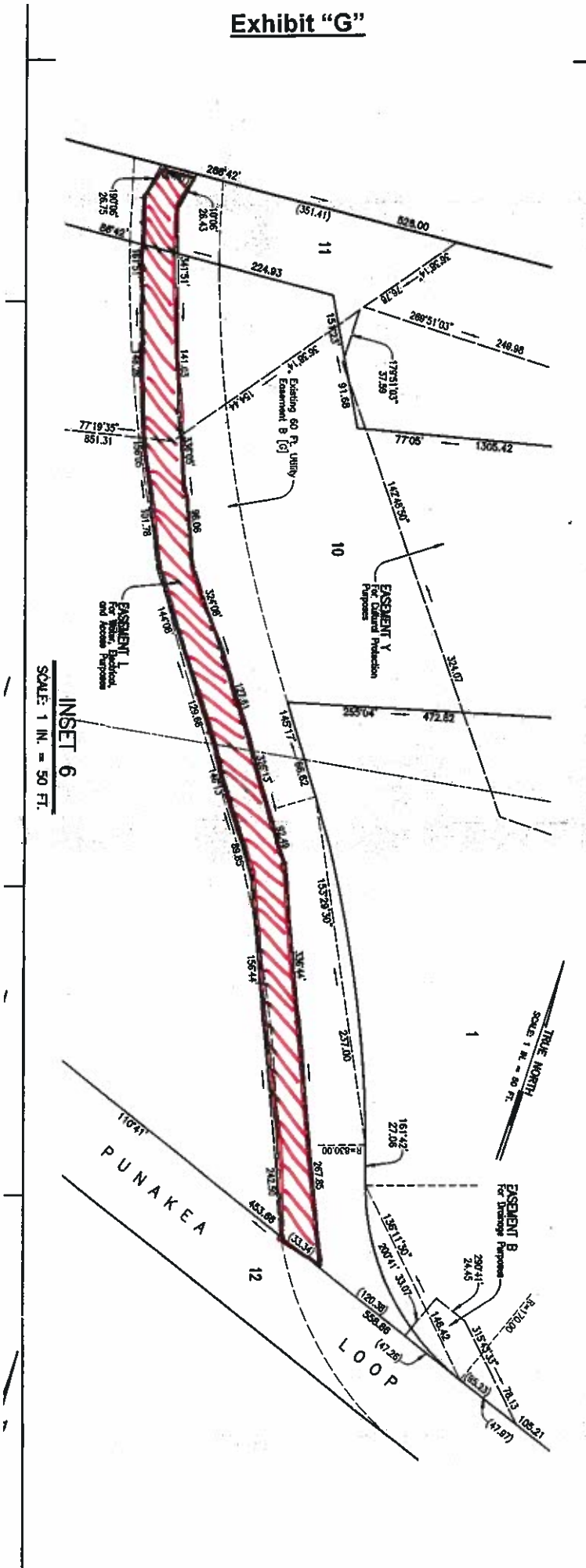
LUNALILO ESTATE  
LOT 3

**EASEMENT J**  
For Access Purposes

R.P. 4445, L.C. AW. 10221,  
AP. 2 TO MAKAULIA

**End of Exhibit "F"**

**Exhibit "G"**

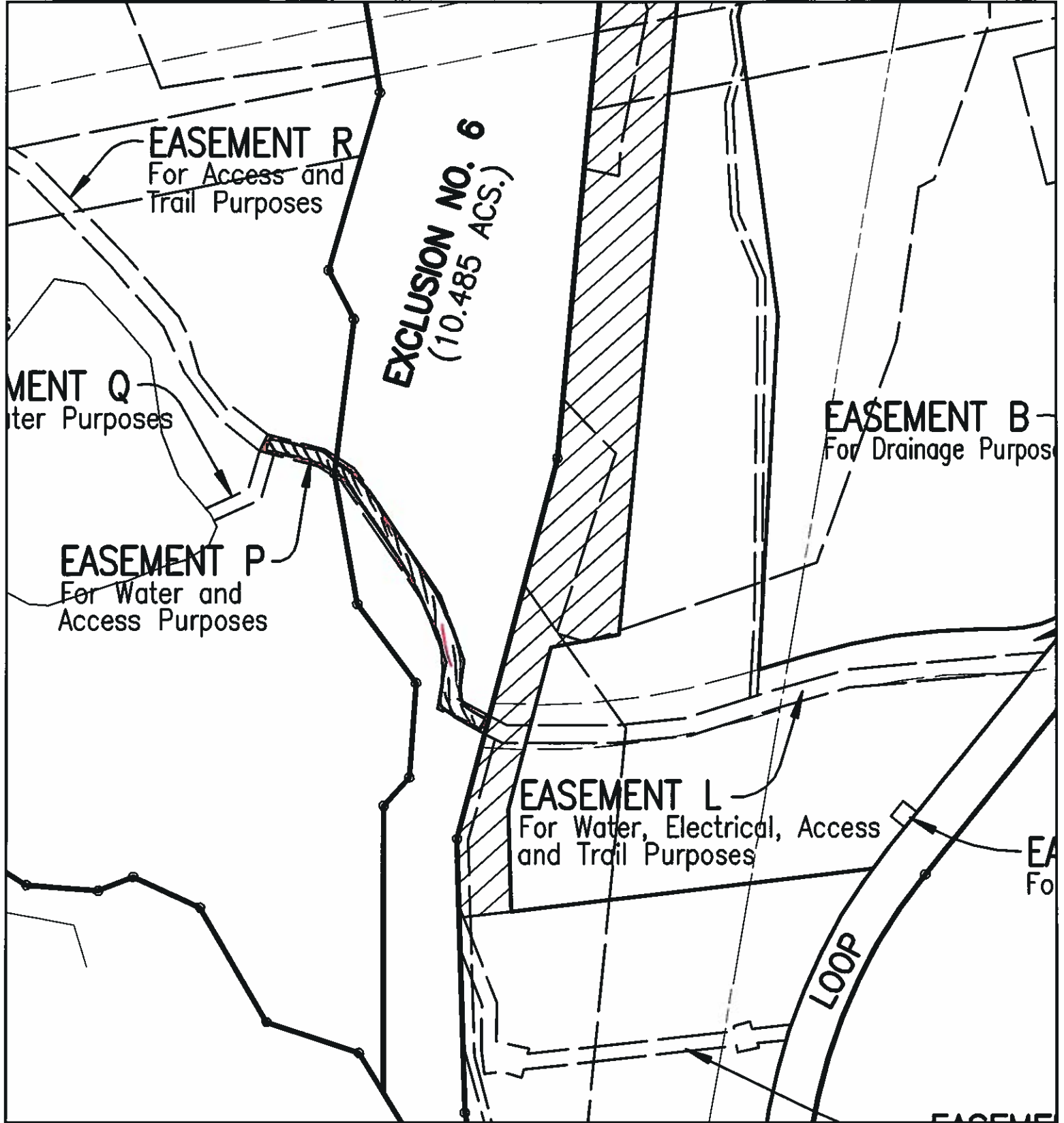


**INSET 2**  
SCALE: 1 IN. = 100 FT.

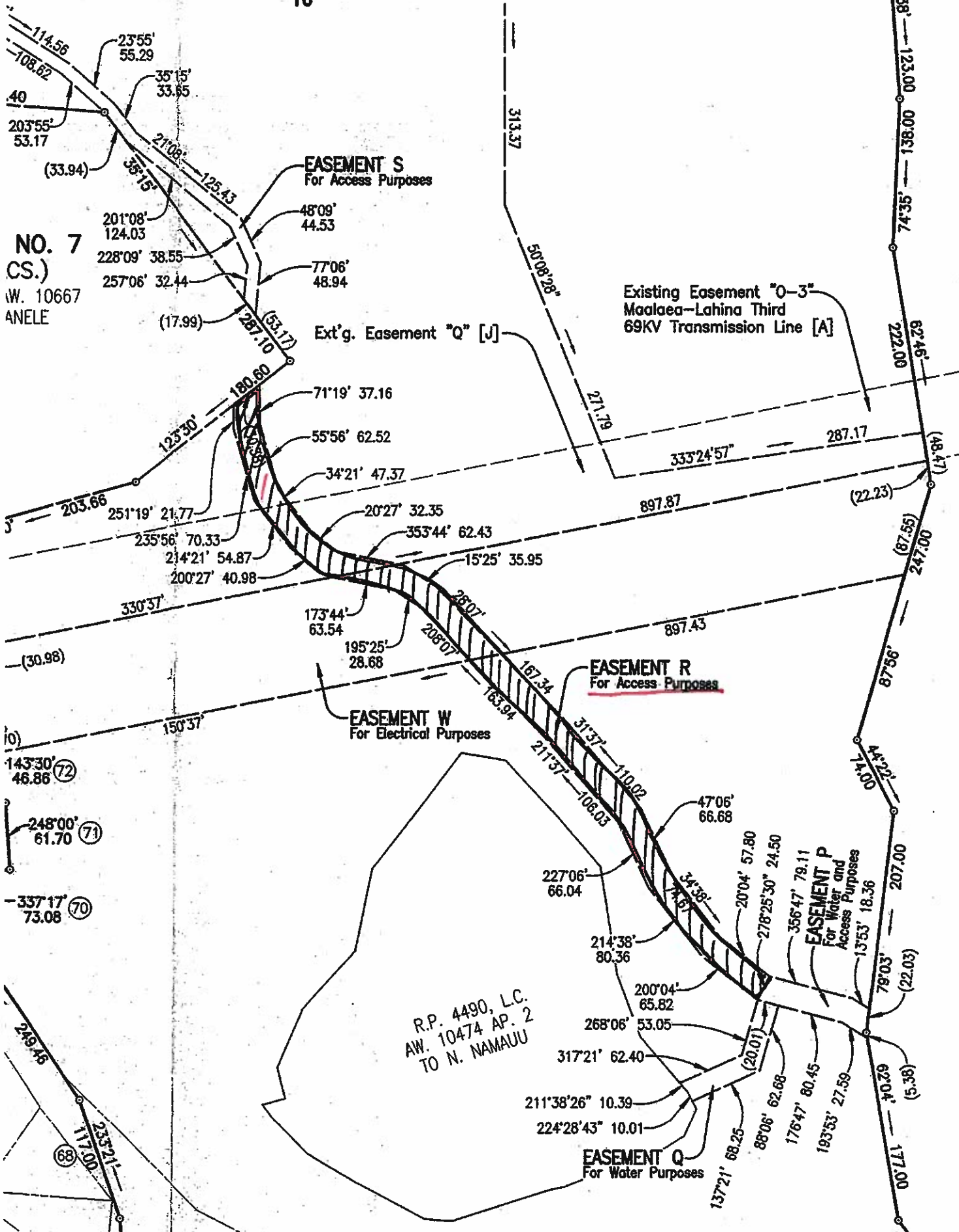
**INSET 6**  
SCALE: 1 IN. = 50 FT.

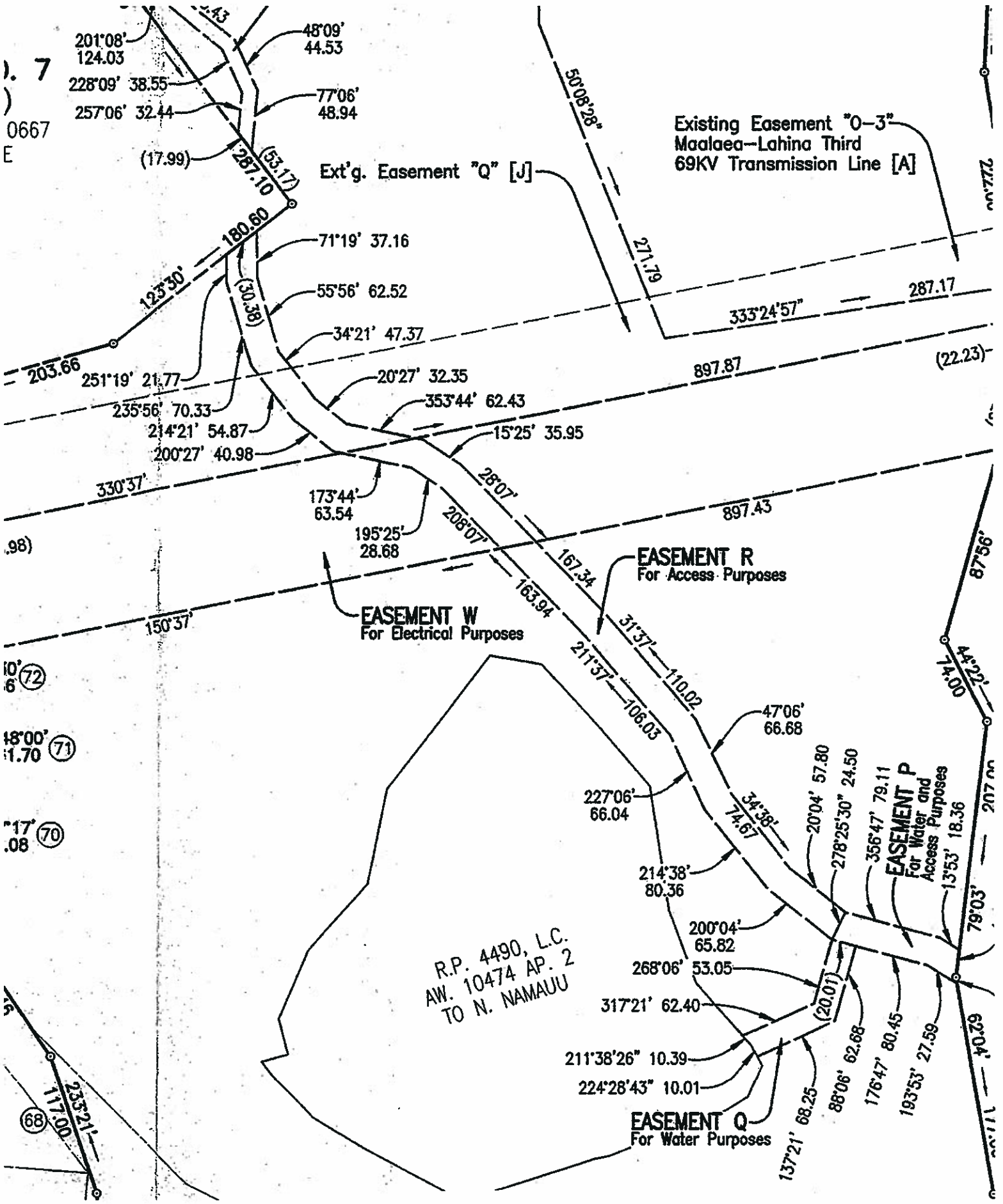


Exhibit "H"









7  
0667  
E

10' 6" (72)

18' 00" 1.70 (71)

17' .08 (70)

(68)

R.P. 4490, L.C.  
AW. 10474 AP. 2  
TO N. NAMAUU

Existing Easement "O-3"  
Maalaea-Lahina Third  
69KV Transmission Line [A]

Ext'g. Easement "Q" [J]

EASEMENT R  
For Access Purposes

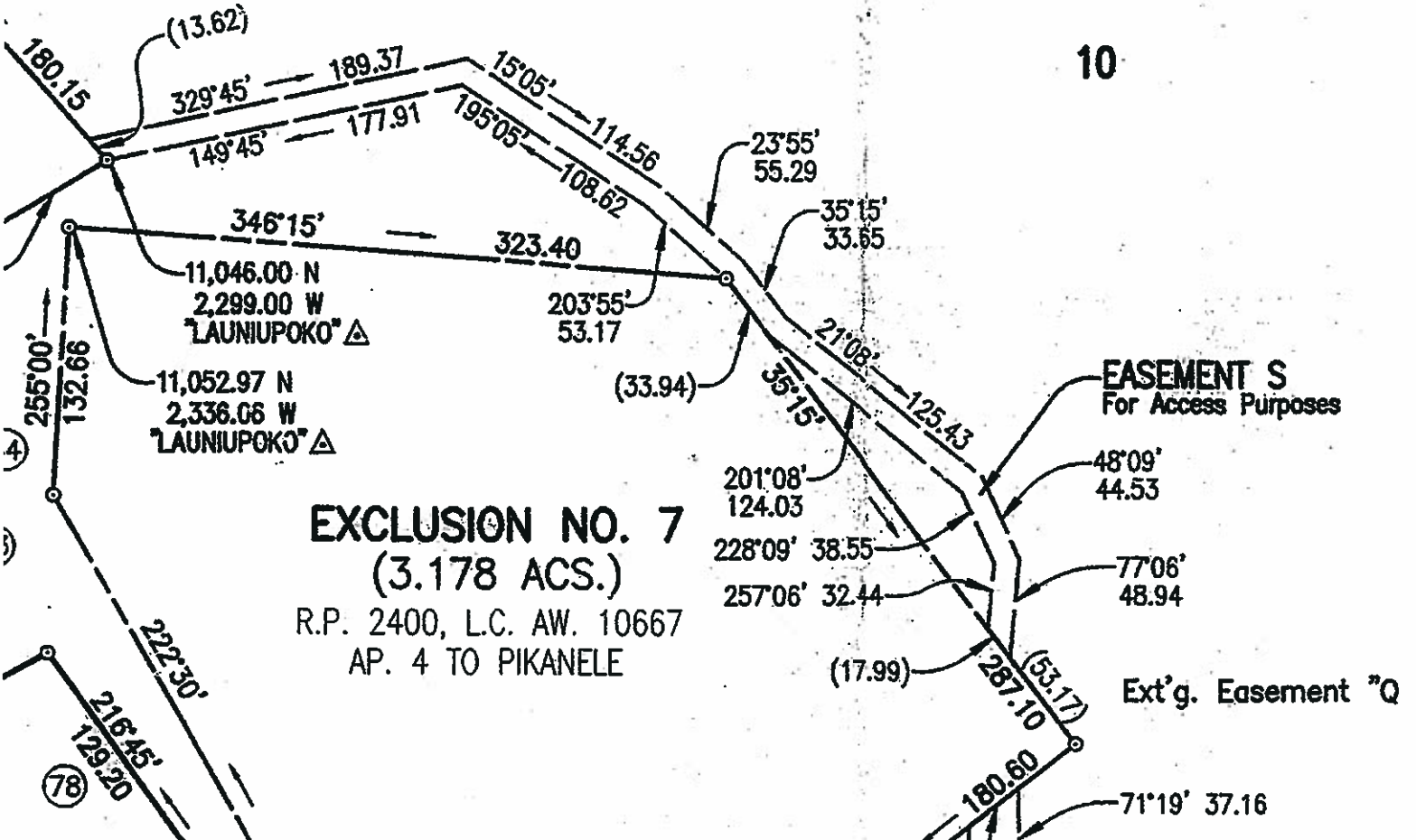
EASEMENT W  
For Electrical Purposes

EASEMENT P  
For Water and  
Access Purposes

EASEMENT Q  
For Water Purposes

End of Exhibit "I"

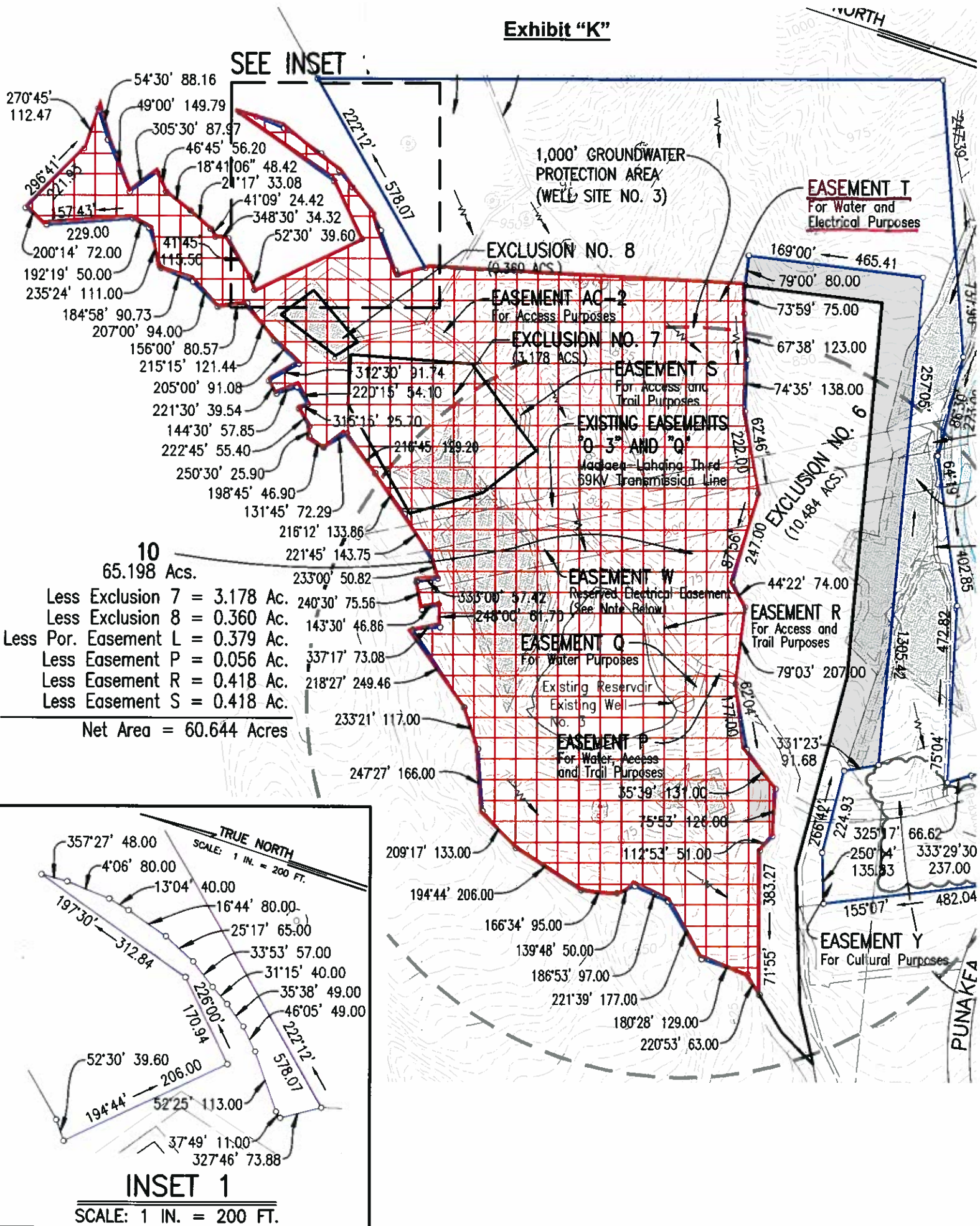


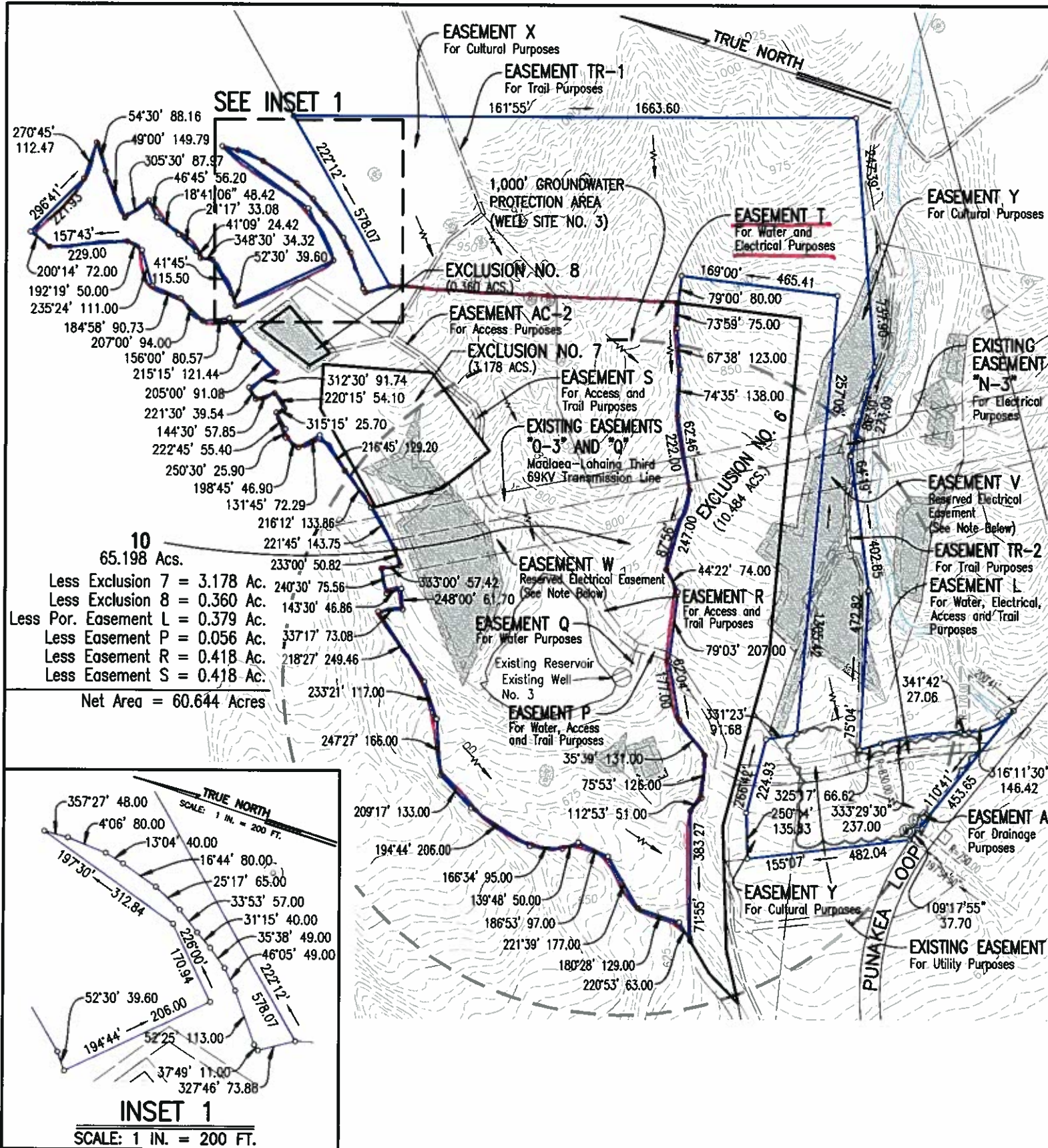


**EXCLUSION NO. 7**  
**(3.178 ACS.)**  
R.P. 2400, L.C. AW. 10667  
AP. 4 TO PIKANELE

End of Exhibit "J"

**Exhibit "K"**





**End of Exhibit "K"**

**Exhibit "L"**

