

MICHAEL P. VICTORINO  
Mayor

ROWENA M. DAGDAG-ANDAYA  
Director

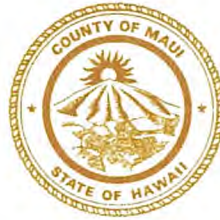
JORDAN MOLINA  
Deputy Director

WADE SHIMABUKURO, P.E.  
Development Services Administration

RODRIGO "CHICO" RABARA, P.E.  
Engineering Division

JOHN R. SMITH, P.E.  
Highways Division

Telephone: (808) 270-7845  
Fax: (808) 270-7955



COUNTY OF MAUI  
**DEPARTMENT OF PUBLIC WORKS**  
200 SOUTH HIGH STREET, ROOM 434  
WAILUKU, MAUI, HAWAII 96793

December 23, 2021

Honorable Michael P. Victorino  
Mayor, County of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

APPROVED FOR TRANSMITTAL

*Michael P. Victorino*  
Mayor

OFFICE OF THE  
COUNTY CLERK

12/23/21  
Date

2021 DEC 27 PM 2:18

RECEIVED

For Transmittal to:

Honorable Yuki Lei K. Sugimura, Chair and  
Members of the Infrastructure and Transportation Committee  
Maui County Council  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Dear Chair Sugimura and Members:

**SUBJECT: ACCESS EASEMENTS FOR WAILELE RIDGE (NAPILI) (IT-79)**

Pursuant to Maui County Code, Chapter 3.44, I am transmitting a proposed resolution entitled, "AUTHORIZING A GRANT OF EASEMENT FOR ACCESS AND UTILITY PURPOSES TO WAILELE RIDGE OF MAUI, LLC, AND THE ACCEPTANCE OF GRANTS OF EASEMENTS FOR ACCESS FROM WAILELE RIDGE OF MAUI, LLC AND MAUI LAND AND PINEAPPLE COMPANY, INC."

The aforementioned resolution seeks to authorize the Mayor to grant an easement to Wailele Ridge over a portion of Hui Road A for the installation of drainage and roadway improvements required of the project by the County. Additionally, the resolution seeks to authorize the acceptance of easements from Wailele Ridge to provide improved pedestrian and vehicular access from Honoapiilani Highway to Hui Road A around and through the project site.

Honorable Michael P. Victorino  
For Transmittal to:  
Honorable Yuki Lei K. Sugimura, Chair and  
Members of the Infrastructure and Transportation Committee  
December 23, 2021  
Page 2

The Department finds that the granting and acceptance of these easements is in the public interest and recommends approval of the proposed resolution. These easements are necessary to establish legal access for the public and residents of Hui Road A and to allow the construction of the Waialele Ridge project to be completed.

The Department appreciates the Council's consideration on this matter. Should you have any further questions, please call me at Ext. 7845.

Sincerely,

  
*for* ROWENA M. DAGDAG-ANDAYA  
Director of Public Works

RMDA:JM:jso

Attachments

xc: Development Services Administration  
Engineering Division

s:\jordan\transmittals\ysugimura\_access easements for waialele ridge\_it-79\_12.23.21

# Resolution

**No.** \_\_\_\_\_

AUTHORIZING A GRANT OF EASEMENT FOR ACCESS AND UTILITY PURPOSES TO WAILELE RIDGE OF MAUI, LLC, AND THE ACCEPTANCE OF GRANTS OF EASEMENTS FOR ACCESS FROM WAILELE RIDGE OF MAUI, LLC AND MAUI LAND AND PINEAPPLE COMPANY, INC.

WHEREAS, the County of Maui ("County") is the owner of the certain parcel of real property known as Hui Road "A" of the Mailepai Hui Partition, a parcel of land at Kaanapali, Maui, Hawaii, approximately 30 feet wide and containing an area of 6.0456 acres, more or less, and described as Tax Map Key No. (2) 4-3-001-028; and

WHEREAS, Wailele Ridge of Maui, LLC ("Wailele Ridge") is the owner of those certain parcels of real property at Kaanapali, Maui, Hawaii, containing an area of 9.650 acres, more or less, and described as Tax Map Key numbers (2) 4-3-001-033-0001 through 0058, inclusive; and

WHEREAS, Maui Land and Pineapple Company, Inc. ("ML&P") is the owner of those certain parcels of real property at Kaanapali, Maui, Hawaii, containing an area of 235.891 acres, more or less, and described as Tax Map Key numbers (2) 4-3-001-087, 089 and 090, inclusive; and

WHEREAS, the County desires to grant a non-exclusive easement for access and utility purposes to Wailele Ridge as described in the Grant of Non-Exclusive Easement attached hereto as Exhibit "1"; and

WHEREAS, Wailele Ridge desires to grant, and the County desires to accept, a non-exclusive easement for access purposes as described in the Grant of Non-Exclusive Easement attached hereto as Exhibit "2"; and

WHEREAS, Wailele Ridge and ML&P desire to grant, and the County desires to accept, a non-exclusive easement for access purposes as

**Resolution No. \_\_\_\_\_**

described in the Grant of Non-Exclusive Easement attached hereto as Exhibit “3”; and

WHEREAS, in accordance with Section 3.44.020 of the Maui County Code, the County Council may authorize the disposition of grants of easements by resolution; and

WHEREAS, in accordance with Section 3.44.015(D) of the Maui County Code, the County Council may authorize the acceptance of gifts or donations of grants of easements by resolution; now, therefore

BE IT RESOLVED by the Council of the County of Maui:

1. That it hereby finds that the disposition of easements to Wailele Ridge, in accordance with the terms and conditions of the Grant of Non-exclusive Easement for Access and Utility Purposes attached hereto as Exhibit “1” is in the public interest; and

2. That it hereby finds that the acceptance of easements, in accordance with the terms and conditions of the Grant of Non-exclusive Easements for Access attached hereto as Exhibit “2” and Exhibit “3” is in the public interest; and

3. That it does hereby authorize the Mayor of the County of Maui, or the Mayor’s duly authorized representative, to execute all necessary documents in connection with the granting and acceptance of the easements; and

4. That certified copies of this Resolution be transmitted to Wailele Ridge, ML&P, the Mayor, and the Director of Public Works.

APPROVED AS TO FORM  
AND LEGALITY:



MICHAEL J. HOPPER  
Deputy Corporation Counsel  
County of Maui  
LF2021-0927  
2021-12-17 Resolution Wailele Ridge

# Exhibit "1"

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail X Pickup \_\_\_\_ To:

Mancini, Welch & Geiger LLP  
305 East Wakea Avenue, Suite 200  
Kahului, Hawaii 96732  
Attn: Jeffrey Ueoka  
(808) 871-8351

Total Pages: \_\_\_\_

TITLE OF DOCUMENT:

GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES

PARTIES TO DOCUMENT:

GRANTOR: COUNTY OF MAUI

GRANTEE: WAILELE RIDGE OF MAUI, LLC  
A Utah limited liability company

TAX MAP KEY(S): (2) 4-3-001-033-0001 thru 0158, inclusive, and (2) 4-3-001-028

This Grant of Non-Exclusive Easement for Access and Utility Purposes creates an easement over a portion of Hui Road "A" of the Mailepai Hui Partition (TMK No. (2) 4-3-001-028) in favor of Allotment 54 of the Mailepai Hui Partition and land deeded to Anne K. Farden by Baldwin Packers, Ltd. (TMK No. (2) 4-3-001-033).

GRANT OF NON-EXCLUSIVE EASEMENT  
FOR ACCESS AND UTILITY PURPOSES

THIS GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES ("Grant") is made on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the ("Grantor"), and WAILELE RIDGE OF MAUI, LLC, a Utah limited liability company, whose address is 11650 South State Street, Suite 300, Draper, Utah 84020, hereinafter referred to as the ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of land designated as Hui Road "A" of the Mailepai Hui Partition, bearing Tax Map Key ("TMK") No. (2) 4-3-001-028, being the property conveyed to Grantor by that certain Deed recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 8539 at Page 288, which is more particularly described in Exhibit "A", and which is in this Grant called the "Grantor's Property."

B. Grantee is the owner of that certain parcel of land designated as TMK Nos. (2) 4-3-001-033-0001 thru 0158, inclusive, being that property conveyed to Grantee by that certain Limited Warranty Deed, dated December 30, 2019 and recorded in said Bureau as Document No. A-73040729, as corrected by that certain Correction Deed, dated July 16, 2020 and recorded in said Bureau on August 3, 2020 as Document No. A-75200156, which is more particularly described in Exhibit "B", and which is in this Grant called the "Grantee's Property."

C. Grantee has requested an access and utility easement in favor of Grantee over a portion of Grantor's Property which is more particularly described in Exhibit "C" and shown on the map attached hereto as Exhibit "D", and which in this Grant is called the "Easement 12 Area", and Grantor has agreed to grant such an easement, all on the terms set forth below.

WITNESSETH

The Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to it paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the terms and conditions set forth in this Grant, a perpetual non-exclusive easement (i) to construct, install, maintain, use, repair and replace

electrical, water, telephone, sewer and other utility lines, drainage facilities and roadway improvements within the Easement 12 Area and (ii) for access to and from Grantee's Property over the Easement 12 Area, subject to the terms and conditions set forth below (the "Easement"). The Easement created by this Grant is an easement appurtenant to Grantee's Property.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns.

The foregoing Grant is made and accepted upon the following terms and conditions which shall be binding upon Grantor, Grantee, and their respective successors and assigns:

1. This Easement may be used only for access and utility purposes. Grantee shall not commit, suffer, or permit to be committed any construction, waste, nuisance, strip or unlawful or improper or offensive use of the Easement 12 Area, or any part thereof.
2. Grantee shall provide identification on or warning tape over any of Grantee's relocated, repaired, replaced or proposed waterlines. Waterlines shall have a minimum of three feet cover.
3. After Grantee has completed installation, relocation, removal, maintenance, replacement or repair work within the Easement 12 Area, the Easement 12 Area and all surrounding grounds, to the extent such surrounding grounds have been disturbed, shall be restored by Grantee as near as reasonably possible to their original condition. Grantee shall provide accurate as-built plans showing the location of all utilities.
4. So long as this agreement remains in effect, the Grantee, its successors and assigns, shall procure at its own cost and expense and maintain a policy or policies of comprehensive liability insurance in a minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) naming the County of Maui as an additional named insured, insuring and defending the Grantee and the County of Maui against any and all claims and demands for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, resulting from the granting of this easement. A certificate of insurance naming the County of Maui as an additional insured shall be submitted within five (5) days of the execution of this agreement.
5. Grantee shall defend, indemnify and hold harmless Grantor against any and all claims for property damage, personal injury, or wrongful death by whomsoever suffered or brought, proximately caused by or arising from Grantee's access and use of the Easement 12 Area or the installation, construction, reconstruction, maintenance, operation, repair, replacement, removal, or relocation of utilities and improvements within the Easement 12 Area.
6. Grantor shall not be liable or responsible for any and all damages to Grantee's utilities or improvements resulting from the public's use, if any, of the Easement 12 Area.

7. If Grantee chooses to relocate its improvements from the Easement 12 Area and not relocate within a new easement area on Grantor's Property, then Grantee shall remove its improvements from the Easement 12 Area and terminate this Grant. At the termination of this Grant, Grantee may abandon its improvements within the Easement 12 Area and leave said improvements in place which shall thereafter become the sole property of the Grantor.

8. Grantee shall comply with all requirements of County, State and Federal authorities and observe all County, State and Federal laws now in force or which may hereafter be in force pertaining to the Easement 12 Area and Grantee's use of the Easement 12 Area.

9. Grantee will not commit or suffer any act or neglect whereby the Easement 12 Area or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall defend, indemnify and hold harmless Grantor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including but not limited to Grantor's attorney's fees and costs.

10. Grantee shall, at its own expense, from time to time and at all time during the term hereof, substantially repair, maintain and keep in good and safe repair, order, and condition, reasonable wear and term expected, Grantee's improvements within the Easement 12 Area.

11. Grantee accepts the Easement 12 Area in "AS IS, WHERE IS" condition, and acknowledges that Grantor has made no warranties or representations concerning the conditions of the Easement 12 Area or its suitability for the use intended to be made thereof. Grantee accepts and assumes all risks with respect to entry upon Easement 12 Area and the conditions thereof, including, without limitation, any dangerous conditions (latent or patent).

12. In the event Grantee shall at any time abandon or completely remove Grantee's improvements from the Easement 12 Area and for a period of two (2) years thereafter fail to reinstall the improvement, Grantee shall, at Grantor's request, forthwith execute and deliver to Grantor an instrument suitable for recordation in the Bureau as shall be sufficient to evidence the termination and surrender of the Easement granted under this Grant.

13. This Grant shall be construed and governed by the laws of the State of Hawaii.

14. That the term "Grantee" wherever used herein, shall be held to mean and include the undersigned Grantee, and its successors and assigns. The term "Grantor" wherever used herein shall be held to mean the County of Maui, its officials, employees, agents, successors and assigns. This Grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. This Grant represents the entire agreement of the parties hereto and may be amended only by written amendment executed by all of the parties hereto.

16. This Grant shall be recorded in the Bureau at Grantee's expense and upon such recording, Grantee's covenants herein shall constitute obligations which shall run with the land and be the responsibility of Grantee and its successors and assigns.

17. If Grantee fails to observe or perform any of the terms or conditions provided herein to be observed or performed by Grantee, then an essential condition of this Grant shall be conclusively presumed to have been breached and Grantee shall be deemed to be in default and Grantor can terminate this Grant as follows:

At any time after a breach shall have occurred, Grantor shall notify Grantee in writing of its intention to terminate this Grant. If Grantee, within ninety (90) days from receipt of the notice of intention to terminate, shall undertake to cure the breach and shall with due diligence thereafter promptly cure the default, then Grantor shall not have grounds to terminate this Grant on account of such breach. If Grantee, within ninety (90) days from receipt of the notice of intention to terminate; shall not undertake to cure the breach or having undertaken to cure the breach, shall not cure the breach promptly thereafter, then Grantor shall have the right to apply to the Second Circuit Court of the State of Hawaii or other court of competent jurisdiction for an order declaring this Grant terminated and of no further force and effect, and upon receiving such an order from the Court, Grantor shall be entitled to remove Grantee's improvements from the Easement 12 Area.

Nothing in this Section 17 shall be construed to limit or preclude Grantor from exercising any other available remedy at law or in equity with respect to Grantee's breach of the terms of this Grant.

18. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, subject to the terms and conditions hereinabove set forth.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

**GRANTOR:**  
COUNTY OF MAUI

\_\_\_\_\_  
Michael P. Victorino  
Its Mayor

**GRANTEE:**  
WAILELE RIDGE OF MAUI, LLC

\_\_\_\_\_  
Cory Rindlsbacher  
Its Manager

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Rowena Dagong-Andaya  
Director, Department of Public Works  
County of Maui

dr \_\_\_\_\_  
Scott K. Teruya  
Director, Department of Finance  
County of Maui

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII           )  
COUNTY OF MAUI         )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Michael P. Victorino, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of said County of Maui and that said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and said Michael P. Victorino acknowledged said instrument to be the free act and deed of said County of Maui.

Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

**Document Identification or Description:** GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES

☐ Document Date: \_\_\_\_\_ or ☐ Undated at time of notarization

No. of Pages: \_\_\_\_\_ Jurisdiction: Second Circuit  
(in which notarial act is performed)

**Signature of Notary**

**Date of Notarization and  
Certification Statement**

(Official Stamp or Seal)

Printed Name of Notary

STATE OF Utah                    )  
                                          )       ss  
COUNTY OF Salt Lake City    )

On this 3 day of JUNE, 2021, before me personally appeared Cory Rindlisbacher, 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.

Nic Abbott  
Name: NIC ABBOTT  
Notary Public in and for Utah (State)  
My Commission Expires: JULY 5, 2023

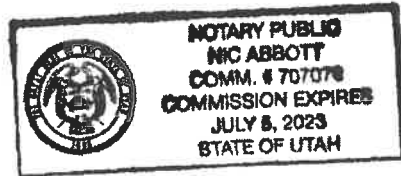


Exhibit "A"

**Legal Description of Grantor's Property**

Hui Road "A", a parcel of land at Kaanapali, Maui, Hawaii, approximately 30 feet wide and containing an area of 6.0456 acres, more or less, and described as Tax Map Key No. (2) 4-3-1-028, the affected portion of which is described on Exhibits "C" and "D" attached to this Grant.

End of Exhibit "A"

Exhibit "B"

Legal Description of Grantee's Property

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1663, Land Commission Award Number 5524 to L. Konia) situate, lying and being at Alaeloa, Kaanapali, Island and County of Maui, State of Hawaii, being ALLOTMENT 54 of the "MAILEPAI HUI LANDS" and land deeded to Anne K. Farden by Baldwin Packers, Ltd., being more particularly described as follows:

Being all of Allotment 54 of the Malepai Hui Partition and Deed to Anne K. Farden by Baldwin Packers, Ltd., being also a portion of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at a PK nail with washer at the West corner of this lot and on the Southeasterly side of Hui Road "C" of the Malepai Hui Partition, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

19,849.05 feet North

5,770.63 feet West

and running by azimuths measured clockwise from True South:

1.     244°   50'                   675.96 feet along the Southeasterly side of Hui Road "C" of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
2.     292°   40'                   291.01 feet along Southwesterly side of Hui Road "A" of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
3.     Thence along same on a curve to the right with a radius of 375.31 feet, the chord azimuth and distance being:  
                                          299° 58'                   95.38 feet to a 3/4-inch pipe;
4.     307°   16'                   258.27 feet along same to a 3/4-inch pipe;
5.     64°    50'                   882.16 feet along Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
6.     137°   30'                   547.77 feet along Lot 5, Lot 6 and Lot 3 of the Maui Preparatory Academy Subdivision, being also the

remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to the point of beginning and containing an area of 9.650 Acres.

Together with an easement over Easements 4 and 5 for access and utility purposes, as granted by GRANT OF ACCESS AND UTILITY EASEMENT, dated February 7, 2008, recorded as Document No. 2008-032435, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive right and easement over Easement S-1, as granted by GRANT OF WASTEWATER EASEMENT, dated May 6, 2010, recorded as Document No. 2010-065594, as amended by instrument dated January 20, 2011, recorded as Document No. 2011-016683, dated January 20, 2011, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement over Easements 5 and 6 for access and utility purposes, as granted by GRANT OF ROADWAY, UTILITY AND ACCESS EASEMENT, dated November 19, 2013, recorded as Document No. A-50780112, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with an easement over Easement 7, as granted by GRANT OF EASEMENT WITH RIGHT TO SUBDIVIDE AND ACQUIRE FEE TITLE TO EASEMENT AREA dated November 19, 2013, recorded as Document No. A-50780113 more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement over Easement 8, as granted by GRANT OF DRAINAGE BASIN EASEMENT, dated November 19, 2013, recorded as Document No. A-50780114, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement for drainage basin purposes, as granted by GRANT OF DRAINAGE BASIN EASEMENT dated December 21, 2015, recorded as Document No. A-58550276, said easement being more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement for underground water lines purposes as granted by GRANT OF WATER UTILITY EASEMENT dated December 21, 2015, recorded as Document No. A-58550277, said easement being more particularly described therein; and subject to the terms and provisions contained therein.

**BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED**

**GRANTOR :** BACH BUILDERS & DEVELOPERS, L.L.C., a Utah limited liability company

**GRANTEE :** WAILELE RIDGE, LLC, a Utah limited liability company

**DATED :** December 30, 2019

**RECORDED :** Document No. A-73040729

End of Exhibit "B"

Exhibit "C"

**Description of Easement 12 Area**

-

## DESCRIPTION

### EASEMENT 12 (For Access and Utility Purposes)

Affecting a portion of Hui Road "A", being also a portion Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Northwesterly corner of this easement, being also the Southerly side of Honoapiilani Highway [F.A.P. No. RF-030-1(3)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

20,167.21 feet North

5,232.34 feet West

and running by azimuths measured clockwise from True South:

1. 256° 22' 20" 50.68 feet along the Southerly side of Honoapiilani Highway [F.A.P. No. RF-030-1(3)];
2. 292° 40' 329.83 feet along Allotment 15a of the Mailepai Hui Partition and Hui Road "C", being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;
3. Thence along the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the right with a radius of 405.31 feet, the chord azimuth and distance being:  
299° 58' 103.00 feet;
4. 307° 16' 282.91 feet along same;
5. 352° 16' 42.43 feet along the remainder of Hui Road "A" of the Mailepai Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;
6. 127° 16' 312.91 feet along Deed to Anne K. Farden by Baldwin Packers, Ltd. and Allotment 54 of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;

7. Thence along Allotment 54 of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the left with a radius of 375.31 feet, the chord azimuth and distance being:  
119° 58' 95.38 feet;
8. 112° 40' 370.68 feet along Allotment 54, Hui Road "C" and Allotment 23 of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to the point of beginning and containing an area of 22,431 Square Feet.

Access will not be permitted into and from Honoapiilani Highway [Federal Aid Projects No. RF-030-1(3)], over and across Course 1 of the above described Easement 12.

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

A handwritten signature in cursive script that reads "Ronald M. Fukumoto".

Ronald M. Fukumoto  
Licensed Professional Land Surveyor  
Certificate Number 5451  
License expires: 4/30/2022

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
April 6, 2021

MLP03F

Exhibit "D"

Easement 12 Map

AFFECTING A PORTION OF HUI ROAD "A",  
BEING ALSO A PORTION OF ROYAL PATENT 1663,  
LAND COMMISSION AWARD 5524, APANA 3 TO L. KONA  
ALAELOA, LAHAINA, MAUI, HAWAII

PREPARED FOR:

**OWNER:**

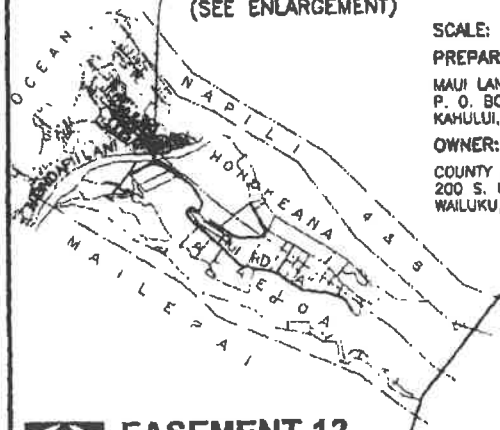


PREPARED BY:

THIS WORK WAS PREPARED BY ME  
OR UNDER MY SUPERVISION.

RONALD M. FUKUMOTO  
LICENSED PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 5451  
LICENSE EXPIRES 4/30/22

**EASEMENT 12**  
(SEE ENLARGEMENT)

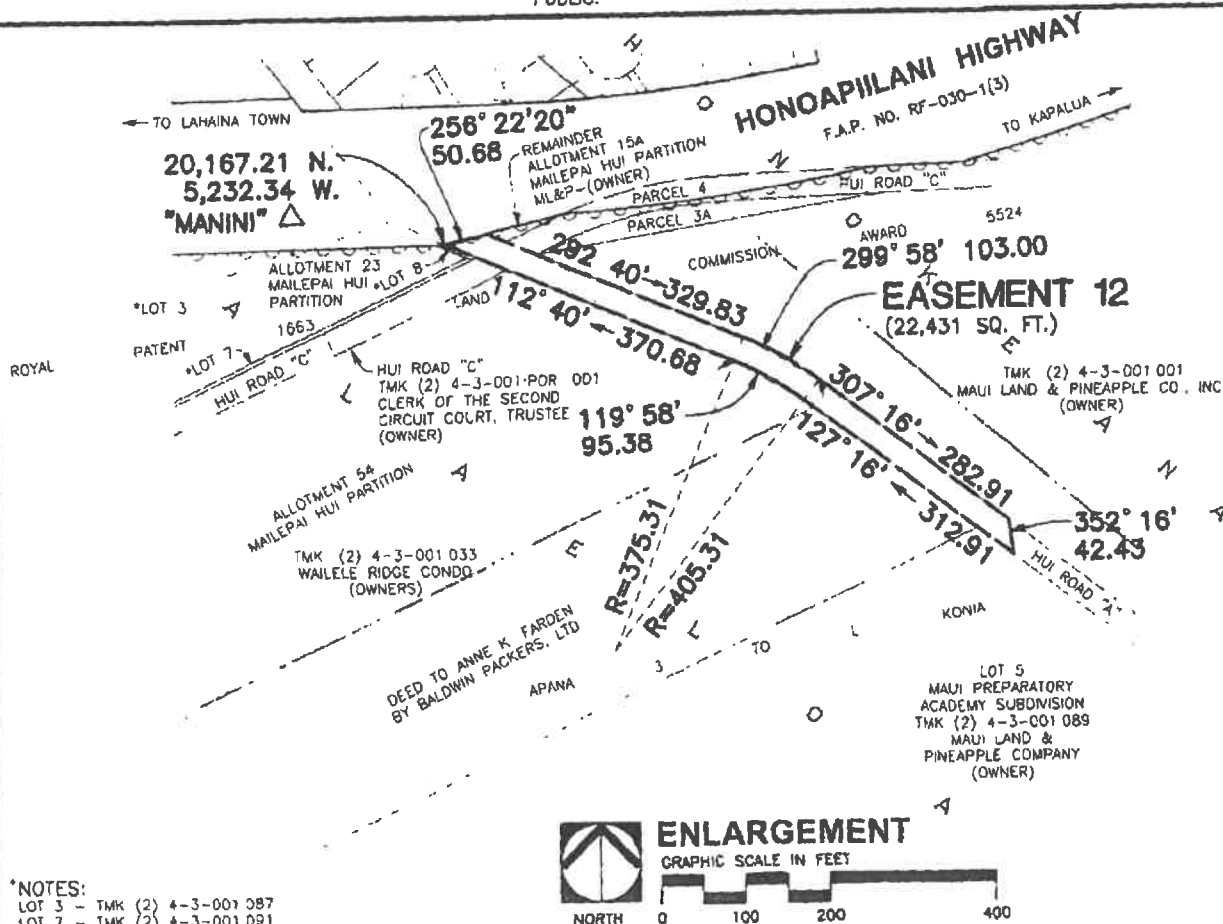


## EASEMENT 12

GRAPHIC SCALE IN FEET

NORTH 0 2000 4000 8000

1. ALL AZIMUTHS AND RECORD COORDINATES REFER TO GOVERNMENT SURVEY TRIANGULATION STATION "MANINI".
2. OWNERS OF ADJOINING PARCELS ARE TAKEN FROM THE COUNTY REAL PROPERTY TAX DIVISION RECORDS.
3. \_\_\_\_\_ DENOTES NO VEHICLE ACCESS PERMITTED.
4. EASEMENT 12 (22,431 SQ. FT.) IS AN EASEMENT FOR ACCESS AND UTILITY PURPOSES AFFECTING HUI ROAD "A" IN FAVOR OF THE GENERAL PUBLIC.



\*NOTES:

NOTES:  
LOT 3 - TMK (2) 4-3-001 087  
LOT 7 - TMK (2) 4-3-001 091  
LOT 8 - TMK (2) 4-3-001 092  
OF THE MAUI PREPARATORY ACADEMY SUBDIVISION  
OWNER-MAUI LAND & PINEAPPLE CO

## Exhibit "2"

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LAND COURT SYSTEM

REGULAR SYSTEM

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Return by Mail   X   Pickup        To:

Mancini, Welch & Geiger LLP  
305 East Wakea Avenue, Suite 200  
Kahului, Hawaii 96732  
Attn: Jeffrey Ueoka  
(808) 871-8351

Total Pages:       

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TITLE OF DOCUMENT:

GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS

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PARTIES TO DOCUMENT:

GRANTOR: WAILELE RIDGE OF MAUI, LLC  
A Utah limited liability company

GRANTEE: COUNTY OF MAUI

---

TAX MAP KEY(S): (2) 4-3-001-033-0001 thru 0158, inclusive

This Grant of Non-Exclusive Easement for Access creates an easement over a portion of TMK No.s (2) 4-3-001-033-0001 thru 0158, inclusive, in favor of Grantee.

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GRANT OF NON-EXCLUSIVE EASEMENT  
FOR ACCESS

THIS GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS ("Grant") is made on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between WAILELE RIDGE OF MAUI, LLC, a Utah limited liability company, whose mailing address is 6150 South Redwood Road, Suite 100, Taylorsville, Utah 84123, hereinafter referred to as the ("Grantor"), and COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of land designated as TMK Nos. (2) 4-3-001-033-0001 thru 0158, inclusive, being that property conveyed to Grantee by that certain Limited Warranty Deed, dated December 30, 2019 and recorded in said Bureau as Document No. A-73040729, as corrected by that certain Correction Deed, dated July 16, 2020 and recorded in said Bureau on August 3, 2020 as Document No. A-75200156, which is more particularly described in Exhibit "A", and which is in this Grant called the "Grantor's Property".

B. Grantee has requested an access easement for pedestrian and vehicular ingress and egress in favor of Grantee over a portion of Grantor's Property which is more particularly described in Exhibit "B" and shown on the map attached hereto as Exhibit "C", and which in this Grant is called the "Easement A-1 Area", and Grantor has agreed to grant such an easement, all on the terms set forth below.

WITNESSETH

The Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to it paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the terms and conditions set forth in this Grant, a perpetual non-exclusive easement for access over and across the Easement A-1 Area for pedestrian and vehicular ingress and egress, subject to the terms and conditions set forth below (the "Easement").

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns.

The foregoing Grant is made and accepted upon the following terms and conditions which shall be binding upon Grantor, Grantee, and their respective successors and assigns:

1. This Easement may be used only for pedestrian and vehicular ingress and egress by the public and the Grantee. Grantee shall not commit, suffer, or permit to be committed any construction, waste, nuisance, strip or unlawful or improper or offensive use of the Easement A-1 Area, or any part thereof.

2. Grantee shall comply with all County, State, and Federal laws, rules, regulations, or any other requirements, now in force or which may be hereinafter be in force, when using the Easement A-1 Area. Grantee's use may also be subject to reasonable restrictions and regulations at the discretion of Grantor, its successors and assigns.

3. The right and easement granted herein are nonexclusive, and the Grantor shall have the right to make one or more revocable or irrevocable, non-exclusive grants or assignments of all or portions of the Easement Area from time to time to governmental authorities, public or private utilities, corporations, owners associations or other parties, and the Grantee hereby consents thereto; provided, however, that any such grant or assignment shall not interfere with the Grantee's use and enjoyment of the Easement A-1 Area for the purposes stated herein.

4. This Grant does not obligate or charge the Grantee with any duties or responsibilities with regard to the ownership, condition, repair, and/or maintenance of the Easement A-1 Area.

5. Grantee will not commit or suffer any act or neglect whereby the Easement A-1 Area or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall defend, indemnify and hold harmless Grantor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including but not limited to Grantor's attorney's fees and costs, to the extent that the Grantee's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the Grantee, and further, to the extent the payment for such damage, loss or injury is permitted by law and approved by the Maui County Council.

6. Grantee accepts the Easement A-1 Area in "AS IS, WHERE IS" condition, and acknowledges that Grantor has made no warranties or representations concerning the conditions of the Easement A-1 Area or its suitability for the use intended to be made thereof. Grantee accepts and assumes all risks with respect to entry upon Easement A-1 Area and the conditions thereof, including, without limitation, any dangerous conditions (latent or patent).

7. This Grant is subject and subordinate to all easements, liens or other encumbrances of any kind affecting the Easement A-1 Area that are of record as of the date hereof.

8. This Grant shall be construed and governed by the laws of the State of Hawaii.

9. That the term "Grantor" wherever used herein, shall be held to mean and include the undersigned Grantor, and its successors and assigns. The term "Grantee" wherever used herein shall be held to mean the County of Maui, its officials, employees, agents, successors and assigns. This Grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Grant represents the entire agreement of the parties hereto and may be amended only by written amendment executed by all of the parties hereto.

11. This Grant shall be recorded in the Bureau at Grantee's expense and upon such recording, Grantee's covenants herein shall constitute obligations which shall run with the land and be the responsibility of Grantee and its successors and assigns.

12. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, subject to the terms and conditions hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

*[SIGNATURE PAGE FOLLOWS]*


**GRANTOR:**  
COUNTY OF MAUI

---

Michael P. Victorino  
Its Mayor


**GRANTEE:**  
WAILELE RIDGE OF MAUI, LLC



---

  
Cory Rindlisbacher  
Its Manager

**APPROVAL RECOMMENDED:**


---

  
Rowena Dagdag-Andaya  
Director, Department of Public Works  
County of Maui

   
Scott K. Teruya  
Director, Department of Finance  
County of Maui

**APPROVED AS TO FORM AND LEGALITY:**

---

  
Deputy Corporation Counsel  
County of Maui

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Michael P. Victorino, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of said County of Maui and that said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and said Michael P. Victorino acknowledged said instrument to be the free act and deed of said County of Maui.

Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

**Document Identification or Description:** GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS

☐ Document Date: \_\_\_\_\_ or ☐ Undated at time of notarization

No. of Pages: \_\_\_\_\_ Jurisdiction: Second Circuit  
(in which notarial act is performed)

**Signature of Notary**

### Date of Notarization and Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF Utah                    )  
                                          )       ss  
COUNTY OF Salt Lake City    )

On this 3 day of JUNE, 2021, before me personally appeared Cory Rindlisbacher, 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.

Nic Abbott  
Name: NIC ABBOTT  
Notary Public in and for Utah (State)  
My Commission Expires: JULY 5, 2023

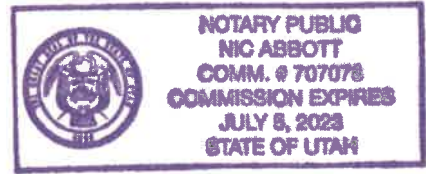




Exhibit "A"

Legal Description of Grantor's Property

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1663, Land Commission Award Number 5524 to L. Konia) situate, lying and being at Alaeloa, Kaanapali, Island and County of Maui, State of Hawaii, being ALLOTMENT 54 of the "MAILEPAI HUI LANDS" and land deeded to Anne K. Farden by Baldwin Packers, Ltd., being more particularly described as follows:

Being all of Allotment 54 of the Malepai Hui Partition and Deed to Anne K. Farden by Baldwin Packers, Ltd., being also a portion of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at a PK nail with washer at the West corner of this lot and on the Southeasterly side of Hui Road "C" of the Malepai Hui Partition, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

19,849.05 feet North

5,770.63 feet West

and running by azimuths measured clockwise from True South:

1.     244°   50'                   675.96 feet along the Southeasterly side of Hui Road "C" of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
2.     292°   40'                   291.01 feet along Southwesterly side of Hui Road "A" of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
3.     Thence along same on a curve to the right with a radius of 375.31 feet, the chord azimuth and distance being:  
                                          299° 58'                   95.38 feet to a 3/4-inch pipe;
4.     307°   16'                   258.27 feet along same to a 3/4-inch pipe;
5.     64°    50'                   882.16 feet along Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to a 3/4-inch pipe;
6.     137°   30'                   547.77 feet along Lot 5, Lot 6 and Lot 3 of the Maui Preparatory Academy Subdivision, being also the

remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia to the point of beginning and containing an area of 9.650 Acres.

Together with an easement over Easements 4 and 5 for access and utility purposes, as granted by GRANT OF ACCESS AND UTILITY EASEMENT, dated February 7, 2008, recorded as Document No. 2008-032435, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive right and easement over Easement S-1, as granted by GRANT OF WASTEWATER EASEMENT, dated May 6, 2010, recorded as Document No. 2010-065594, as amended by instrument dated January 20, 2011, recorded as Document No. 2011-016683, dated January 20, 2011, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement over Easements 5 and 6 for access and utility purposes, as granted by GRANT OF ROADWAY, UTILITY AND ACCESS EASEMENT, dated November 19, 2013, recorded as Document No. A-50780112, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with an easement over Easement 7, as granted by GRANT OF EASEMENT WITH RIGHT TO SUBDIVIDE AND ACQUIRE FEE TITLE TO EASEMENT AREA dated November 19, 2013, recorded as Document No. A-50780113 more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement over Easement 8, as granted by GRANT OF DRAINAGE BASIN EASEMENT, dated November 19, 2013, recorded as Document No. A-50780114, more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement for drainage basin purposes, as granted by GRANT OF DRAINAGE BASIN EASEMENT dated December 21, 2015, recorded as Document No. A-58550276, said easement being more particularly described therein; and subject to the terms and provisions contained therein.

Together also with a non-exclusive easement for underground water lines purposes as granted by GRANT OF WATER UTILITY EASEMENT dated December 21, 2015, recorded as Document No. A-58550277, said easement being more particularly described therein; and subject to the terms and provisions contained therein.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : BACH BUILDERS & DEVELOPERS, L.L.C., a Utah limited liability  
company

GRANTEE : WAILELE RIDGE, LLC, a Utah limited liability company

DATED : December 30, 2019

RECORDED : Document No. A-73040729

End of Exhibit "A"

Exhibit "B"

Description of A-1 Easement

## DESCRIPTION

### EASEMENT A-1 (For Access Purposes)

Affecting Allotment 54 of Mailepai Hui Partition, being also a portion Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Northwest corner of this easement on the Easterly side of Napilihau Street and on the Southerly side of Hui Road "C", the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

19,918.50 feet North

5,623.81 feet West

and running by azimuths measured clockwise from True South:

1.     244° 50'                   174.25 feet along the Southerly side of Hui Road "C" of the Mailepai Hui Partition;
2.     47° 00'                   63.34 feet along the remainder of Allotment 54 of Mailepai Hui Partition;
3.     Thence along same on a curve to the right with a radius of 130.00 feet, the chord azimuth and distance being:  
                                  70° 00' 00"           101.59 feet;
4.     93° 00'                   7.10 feet along same;
5.     Thence along same on a curve to the left with a radius of 20.00 feet, the radial azimuth from the radius point to the beginning of curve being: 183° 00' 00";  
                                  the radial azimuth from the radius point to the end of the curve being: 156° 15' 21";  
                                  and the chord azimuth and distance being:  
                                  79° 37' 40.5"           9.25 feet;
6.     183° 00'                   5.15 feet along Easement 4, being also the remainder of Allotment 54 of Malepai Hui Partition to the point of beginning and containing an area of 2,886 Sq. Ft.

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

*Sharon Y. Watanabe*

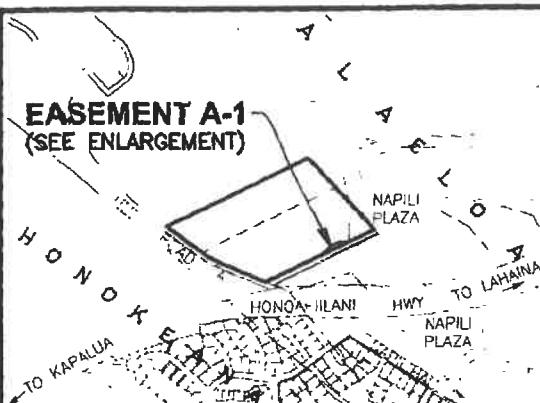
Sharon Y. Watanabe  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/22

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
April 6, 2021

BACH01N

Exhibit "C"

**Easement A-1 Map**



**EASEMENT A-1**  
(SEE ENLARGEMENT)



**EASEMENT A-1**  
GRAPHIC SCALE IN FEET



# **MAP SHOWING EASEMENT A-1**

AFFECTING A PORTION OF ALLOTMENT 54 OF MAILEPAI HUI PARTITION, BEING ALSO A PORTION OF ROYAL PATENT 1663, LAND COMMISSION AWARD 5524, APANA 3 TO L. KONIA

**ALAELOA, LAHAINA, MAUI, HAWAII**

SCALE: 1 IN.=1,000 FT.

DATE: APRIL 6, 2021

PREPARED FOR:

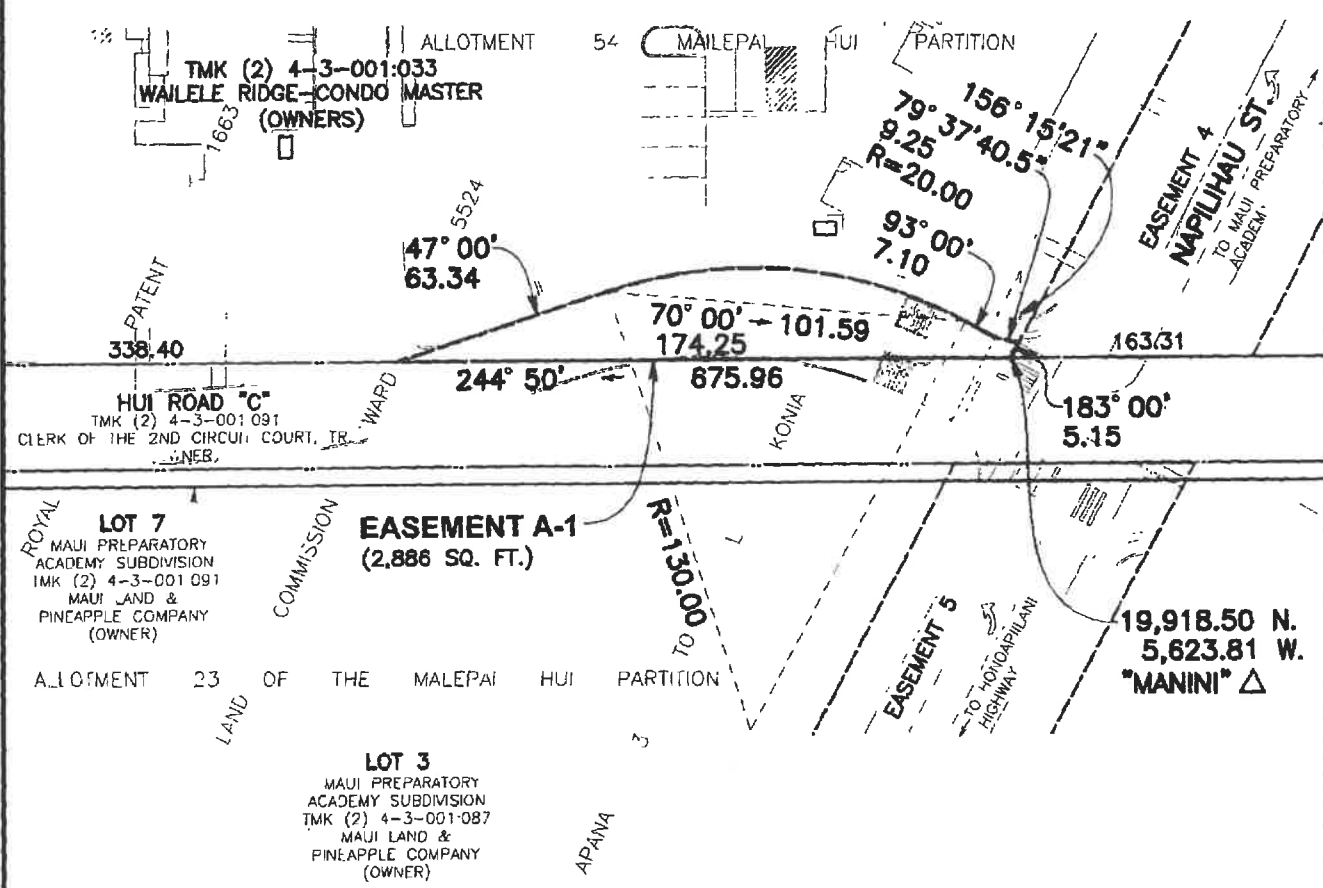
WAILELE RIDGE-CONDO MASTER  
C/O BACH BUILDERS  
& DEVELOPERS LLC  
11650 SOUTH STATE ST., STE. 300  
DRAPER, UTAH 84020

PREPARED BY:

FUKUMOTO ENGINEERING, INC.  
1721 WILI PA LOOP, SUITE 203  
WAILUKU, HAWAII 96793

## **NOTES:**

1. ALL AZIMUTHS AND RECORD COORDINATES REFER TO GOVERNMENT SURVEY TRIANGULATION STATION "MANINI".
2. OWNERS OF ADJOINING PARCELS ARE FROM RECORDS IN THE TAX MAPS BRANCH.
3. EASEMENT A-1 (2,886 SQ. FT.) IS AN EASEMENT FOR ACCESS PURPOSES AFFECTING A PORTION OF LOT 54 OF MAILEPAI HUI PARTITION IN FAVOR OF GENERAL PUBLIC.



**ENLARGEMENT**  
GRAPHIC SCALE IN FEET



## Exhibit "3"

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ☒ Pickup ☐ To:

Mancini, Welch & Geiger LLP  
305 East Wakea Avenue, Suite 200  
Kahului, Hawaii 96732  
Attn: Jeffrey Ueoka  
(808) 871-8351

TITLE OF DOCUMENT:

GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS

PARTIES TO DOCUMENT:

GRANTORS: WAILELE RIDGE OF MAUI, LLC  
A Utah limited liability company

MAUI LAND & PINEAPPLE COMPANY, INC.  
A Hawaii corporation

GRANTEE: COUNTY OF MAUI

TAX MAP KEY(S): (2) 4-3-001-033, 087, 089, and 090

Total Pages:           

This Grant of Non-Exclusive Easement for Access creates an easement over a portion of TMK Nos. (2) 4-3-001-033, 087, 089, and 090 in favor of Grantee.

GRANT OF NON-EXCLUSIVE EASEMENT  
FOR ACCESS

THIS GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS ("Grant") is made on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii Corporation, whose address is 200 Village Road, Lahaina, Hawaii 96761 ("MLP"), and WAILELE RIDGE OF MAUI, LLC, a Utah limited liability company, whose address is 6150 South Redwood Road, Suite 100, Taylorsville, Utah 84123 ("Wailele"), hereinafter collectively referred to as "Grantor", and COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793 ("Grantee").

RECITALS:

A. MLP is the owner of those certain parcels of land designated as TMK Nos. (2) 4-3-001-087, 089, and 090 and Wailele is the owner of that certain parcel of land designated as TMK No. (2) 4-3-001-033, hereinafter collectively referred to as "Grantor's Property".

B. Grantee has requested access easements for pedestrian and vehicular ingress and egress in favor of Grantee over portions of Grantor's Property, the areas are identified as Easements "A-1", "4", "5" and "6", which are more particularly described, respectively, in Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" and as shown, respectively, on the maps attached hereto as Exhibit "E", Exhibit "F", Exhibit "G" and Exhibit "H", hereinafter collectively referred to in this Grant as the "Easement Area", and Grantor has agreed to grant such an easement, all on the terms set forth below.

WITNESSETH

The Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to it paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the terms and conditions set forth in this Grant, a perpetual non-exclusive easement for access over and across the Easement Area for pedestrian and vehicular ingress and egress, subject to the terms and conditions set forth below (the "Easement").

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns.

The foregoing Grant is made and accepted upon the following terms and conditions which shall be binding upon Grantor, Grantee, and their respective successors and assigns:

1. This Easement may be used only for pedestrian and vehicular ingress and egress, and the construction, operation, maintenance, and repair of the roadway and utilities.

2. Grantee shall comply with all County, State, and Federal laws, rules, regulations, or any other requirements, now in force or which may be hereinafter be in force, when using the Easement Area. Grantee's use may also be subject to reasonable restrictions and regulations at the discretion of Grantor, its successors and assigns.

3. The right and easement granted herein are nonexclusive, and MLP and Waialele shall each have the right to make one or more revocable or irrevocable, non-exclusive grants or assignments of all or portions of their lands in the Easement Area from time to time to governmental authorities, public or private utilities, corporations, owners associations or other parties, and the Grantee hereby consents thereto; provided, however, that any such grant or assignment shall not interfere with the Grantee's use and enjoyment of the Easement Area for the purposes stated herein.

4. MLP and Waialele shall each be responsible for any and all matters concerning their respective properties relative to this Grant.

5. Grantee shall defend, indemnify and hold harmless Grantors against any and all claims for property damage, personal injury, or wrongful death by whomsoever suffered or brought, proximately caused by or arising from Grantee's access or use of the Easement Area, to the extent that the Grantee's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the Grantee, and further, to the extent the payment for such damage, loss or injury is permitted by law and approved by the Maui County Council.

6. Grantee will not commit or suffer any act or neglect whereby the Easement Area or any improvement thereon shall become subject to any attachment, lien, charge or encumbrance whatsoever, and shall defend, indemnify and hold harmless Grantor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including but not limited to Grantor's attorney's fees and costs.

7. Grantee accepts the Easement Area in "AS IS, WHERE IS" condition, and acknowledges that Grantor has made no warranties or representations concerning the conditions of the Easement Area or its suitability for the use intended to be made thereof.

8. Grantor hereby warrants and represents to Grantee that Grantor has the legal right and authority to grant this Easement to Grantee, and the exercise of Grantee's rights and interests hereunder are not subject to any rights, claims, or interests of any third party that would impair or restrict Grantee's rights to freely exercise and enjoy all the rights and interests as set forth herein.

9. Grantor shall be responsible for maintenance of the Easement Area. Should the Easement Area, or any portion thereof, be dedicated or transferred to a governmental entity, Grantor's maintenance responsibility shall terminate as to the dedicated or transferred portion of the Easement Area.

10. This Grant shall be construed and governed by the laws of the State of Hawaii.

11. That the term "Grantor" wherever used herein, shall be held to mean and include the undersigned Grantor, and its successors and assigns. The term "Grantee" wherever used herein shall be held to mean the County of Maui, its officials, employees, agents, successors and assigns. This Grant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Grant represents the entire agreement of the parties hereto and may be amended only by written amendment executed by all of the parties hereto.

13. This Grant shall be recorded in the Bureau at Grantee's expense and upon such recording, Grantee's covenants herein shall constitute obligations which shall run with the land and be the responsibility of Grantee and its successors and assigns.

14. This Grant may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

**GRANTOR:**

MAUI LAND & PINEAPPLE COMPANY,  
INC.



Paulus Subrata  
Its Vice President

WAILELE RIDGE OF MAUI, LLC

Cory Rindlisbacher  
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

**GRANTOR:**

MAUI LAND & PINEAPPLE COMPANY,  
INC.

---

Paulus Subrata  
Its Vice President

WAILELE RIDGE OF MAUI, LLC



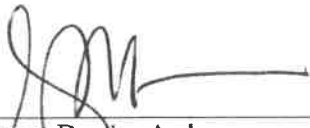
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Cory Rindlisbacher  
Its Authorized Signatory


**GRANTEE:**  
COUNTY OF MAUI

\_\_\_\_\_  
Michael P. Victorino  
Its Mayor


APPROVAL RECOMMENDED:

  
\_\_\_\_\_  
Rowena Dagdag Andaya  
Director, Department of Public Works  
County of Maui

APPROVAL RECOMMENDED:

  
\_\_\_\_\_  
Scott Teruya  
Director, Department of Finance  
County of Maui

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII )  
 ) SS  
COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Michael P. Victorino, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of said County of Maui and that said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter, and said Michael P. Victorino acknowledged said instrument to be the free act and deed of said County of Maui.

Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

**Document Identification or Description:** GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS

☐ Document Date: \_\_\_\_\_ or ☐ Undated at time of notarization

No. of Pages: \_\_\_\_\_ Jurisdiction: Second Circuit  
(in which notarial act is performed)

Signature of Notary

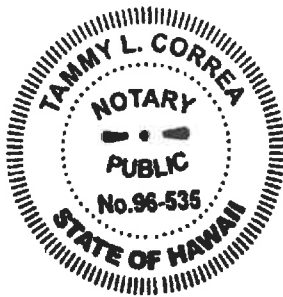
### Date of Notarization and Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

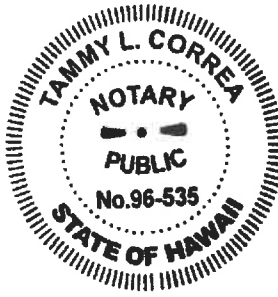
STATE OF HAWAII                    )  
                                                  ) SS.  
COUNTY OF MAUI                    )

On this 23<sup>rd</sup> day of September, 2021, before me appeared CORY RINDLISBACHER, to me personally known or proved on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



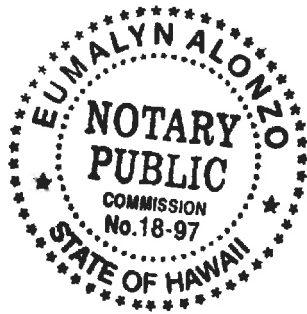
(Signature)  
Notary Public, State of Hawaii  
Tammy L. Correa  
Printed Name  
My Commission Expires: 9/26/2024

NOTARY CERTIFICATION		
Doc. Date	<u>Undated</u>	# Pages: <u>22</u>
Notary Name:	<u>Tammy L. Correa</u>	Judicial Circuit: <u>Second</u>
Doc. Description:	<u>GRANT OF NON-EXCLUSIVE EASEMENT FOR ACCESS</u>	
<u>(Signature)</u> <u>9/23/2021</u>		
Notary Signature	Date	



[illegible]

On this 4 day of NOVEMBER, 2021, before me appeared PAULUS SUBRATA, to me personally known or proved on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



Quinalyn Almazo  
Notary Public, State of Hawaii

Eumalyn Alonzo  
Printed Name

My Commission Expires: 03/18/2022

## NOTARY CERTIFICATION

Doc. Date	Undated
1997-01-01	1997-01-01
1997-01-02	1997-01-02
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1997-04-13	1997-04-13
1997-04-14	1997-04-14

# Pages: 22

Notary Name: Eumalyn Alonzo

Judicial Circuit: 2nd

Doc. Description: GRANT OF NON-

### EXCLUSIVE EASEMENT FOR ACCESS

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Gumahim Alonzo  
Notary Signature

11/4/2021  
Date

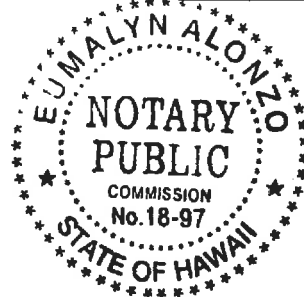


Exhibit "A"

Description of Easement "A-1"

**DESCRIPTION**

**EASEMENT A-1**  
(For Access Purposes)

Affecting a portion of Lot 5 of the Maui Preparatory Academy Subdivision, being also a portion of Royal Patent 1663, Land Commission Award 5524. Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Northeasterly corner of this easement, the direct azimuth and distance from the Northeast corner of Deed to Anne K. Farden by Baldwin Packers, Ltd. to the point of beginning being  $307^{\circ}16'$  28.86 feet on the Southwesterly side of Hui Road "A" of the Mailepai Hui Partition, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINT" being:

19,802.85 feet North

4,579.16 feet West

and running by azimuths measured clockwise from True South

1.  $307^{\circ}16'$  22.17 feet on the Southwesterly side of Hui Road "A" of the Mailepai Hui Partition, being also the remainder of Royal Patent 1663, Land Commission Award 5524. Apana 3 to L. Konia;
2.  $62^{\circ}50'$  68.78 feet along the remainder of Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524. Apana 3 to L. Konia;
3. Thence along same on a curve to the right with a radius of 310.00 feet, the chord azimuth and distance being:  
 $67^{\circ}50'$  54.04 feet;
4.  $72^{\circ}50'$  158.00 feet along same;
5. Thence along same on a curve to the left with a radius of 290.00 feet the chord azimuth and distance being:  
 $68^{\circ}50'$  40.46 feet;
6.  $64^{\circ}50'$  255.21 feet along same;
7. Thence along same on a curve to the left with a radius of 190.00 feet the chord azimuth and distance being:  
 $56^{\circ}25'$  55.62 feet;

- 8        48° 00'                    115.88 feet along same;
9.        Thence along same on a curve to the left with a radius of 10.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 138° 00',  
the radial azimuth from the radius point to the end of the curve being: 58° 28' 30",  
and the chord azimuth and distance being:  
8° 14' 15"                    12.79;
10.        Thence along same on a curve to the right with a radius of 100.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 238° 28' 30",  
the radial azimuth from the radius point to the end of the curve being: 12° 41' 30",  
and the chord azimuth and distance being:  
35° 35"                    184.25;
11.        Thence along same on a curve to the right with a radius of 510.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 12° 41' 30",  
the radial azimuth from the radius point to the end of the curve being: 29° 13' 30",  
and the chord azimuth and distance being:  
110° 57' 30"                    146.66.
12.        209° 13' 30"                    20.00 feet along Lot 6 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia.
13.        Thence along the remainder of Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the left with a radius of 490.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 29° 13' 30",  
the radial azimuth from the radius point to the end of the curve being: 12° 41' 30",  
and the chord azimuth and distance being:  
290° 57' 30"                    140.90.

14. Thence along same on a curve to the left with a radius of 80.00 feet, the radial azimuth from the radius point to the beginning of the curve being:  $12^{\circ} 41' 30''$ ,  
the radial azimuth from the radius point to the end of the curve being:  $228^{\circ} 00' 00''$ ,  
and the chord azimuth and distance being:  
 $210^{\circ} 20' 45''$  152.46;
15.  $138^{\circ} 00'$  10.00 feet along same;
16.  $228^{\circ} 00'$  144.05 feet along same;
17. Thence along same on a curve to the right with a radius of 210.00 feet, the chord azimuth and distance being:  
 $236^{\circ} 25'$  61.48 feet;
18.  $244^{\circ} 50'$  255.21 feet along Deed to Anne K. Farden by Baldwin Packers, Ltd., being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;
19. Thence along the remainder of Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the right with a radius of 310.00 feet, the chord azimuth and distance being:  
 $248^{\circ} 50'$  43.25 feet;
20.  $252^{\circ} 50'$  158.00 feet along same;
21. Thence along same on a curve to the left with a radius of 290.00 feet, the chord azimuth and distance being:  
 $247^{\circ} 50'$  50.55 feet;
22.  $242^{\circ} 50'$  59.21 feet along same to the point of beginning and containing an area of 22,733 Square Feet.

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
January 5, 2021

MIC01D

*Sharon Y. Toyama*  
Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/22

## Exhibit "B"

### Description of Easement 4

#### Description of Easement Area (for access purposes)

Being a portion of Allotment 54 of the Malepai Hui Partition situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Northeast corner of this easement and the Southeasterly side of Hui Road "C" of the Mailepai Hui Partition, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

19,918.50 feet North

5,622.81 feet West

and running by azimuths measured clockwise from True South:

1.        3°    00'                    218.57 feet along the remainder of Allotment 54 of Mailepai Hui Partition;
2.        137°   30'                    84.12 feet along Lot 6 Maui Preparatory Academy Subdivision, being also along Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;
3.        183°    00'                    127.48 feet along the remainder of Allotment 54 of the Mailepai Hui Partition;
4.        244°   50'                    68.06 feet along the Southeastly side of Hui Road "C" of the Mailepai Hui Partition to the point of beginning and containing an area of 10,381 Square Feet.

This work was prepared by me  
or under my supervision.

FUKUMOTO ENGINEERING, INC.



1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
July 12, 2021

BACH01G

*Sharon Y. Toyama*  
\_\_\_\_\_  
Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/22

**Exhibit "C"**

**Description of Easement 5**

**EASEMENT 5  
(Napilihau Street)  
(for access purposes)**

Being portions of Lot 3 and Lot 7 of the Maui Preparatory Academy Subdivision, being also portions of Royal Patent 4566, Land Commission Award 4252, Apana 5 to Kaaueka and Allotment 23 of the Malepai Hui Partition situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Northwest corner of this easement and the Southerly side of Honoapiilani Highway [F.A.P. No. RF-030-1(8)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

20,159.46 feet North

5,676.01 feet West

and running by azimuths measured clockwise from True South:

1.      269°   00'                      60.00 feet along the Southerly side of Honoapiilani Highway [F.A.P. No. RF-030-1(8)];
2.      359°   00'                      30.91 feet along the remainder of Lot 3 Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 4566, Land Commission Award 4252, Apana 5 to Kaaueka;
3.      Thence along the remainder of Lot 3 Maui Preparatory Academy Subdivision, being also the remainders of Royal Patent 4566, Land Commission Award 4252, Apana 5 to Kaaueka and Allotment 23 of Mailepai Hui Partition on a curve to the right with a radius of 1,530.00 feet, the chord azimuth and distance being:  
                                         1° 00'                      106.79 feet;
4.      3°      00'                      70.43 feet along the remainders of Lot 3 and Lot 7 Maui Preparatory Academy Subdivision, being also the remainder of Allotment 23 of Mailepai Hui Partition;
5.      64°   50'                      68.06 feet along the Northwesterly side of Hui Road "C" of the Mailepai Hui Partition;

6. 183° 00' 102.56 feet along the remainders of Lot 7 and Lot 3 Maui Preparatory Academy Subdivision, being also the remainder of Allotment 23 of Mailepai Hui Partition;
7. Thence along Lot 3 Maui Preparatory Academy Subdivision, being also the remainder of Allotment 23 of Mailepai Hui Partition on a curve to the left with a radius of 1,470.00 feet, the chord azimuth and distance being:  
181° 00' 102.61 feet;
8. 179° 00' 30.91 feet along the remainder of Lot 3 Maui Preparatory Academy Subdivision, being also the remainders of Allotment 23 of Mailepai Hui Partition and Royal Patent 4566, Land Commission Award 4252, Apana 5 to Kaauea to the point of beginning and containing an area of 13,327 Square Feet.

Access will be permitted into and from Honoapiilani Highway [Federal Aid Project No. RF-030-1(13)], over and across Course 1 of the above described Easement 5.

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/22

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
July 12, 2021

BACH01G

## Exhibit "D"

### Description of Easement 6

#### EASEMENT 6 (for access purposes)

Being a portion of Lot 6 of the Maui Preparatory Academy Subdivision, being also a portion of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia situated at Alaeloa, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at the Southerly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being:

19,318.98 feet North  
5,487.97 feet West

and running by azimuths measured clockwise from True South:

1. Thence along Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the right with a radius of 545.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 29° 13' 30"; The radial azimuth from the radius point to the end of the curve being: 38° 00' 00"; and the chord azimuth and distance being:  
123° 36' 45" 83.39 feet;
2. 128° 00' 52.25 feet along same;
3. Thence along same on a curve to the left with a radius of 60.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 218° 00' 00"; the radial azimuth from the radial point to the end of the curve being: 153° 15' 35"; and the chord azimuth and distance being:  
95° 37' 47.5" 64.25 feet;
4. Thence along same on a curve to the right with a radius of 733.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 333° 15' 35"; the radial azimuth from the radial point to the end of the curve being: 335° 29' 11"; and the chord azimuth and distance being:  
64° 22' 23" 28.49 feet;
5. 155° 29' 11" 66.00 feet along the remainder of Lot 6 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia;
6. Thence along Lot 3 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the left with a radius of 60.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 335° 29' 11"; the radial azimuth from the radius point to the end of the curve being: 252° 17' 41"; and the chord azimuth and distance being:  
203° 53' 26" 79.66 feet;
7. Thence along same on a curve to the right with a radius of 545.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 72° 17' 41";

the radial azimuth from the radius point to the end of the curve being:  
93° 00' 00";  
and the chord azimuth and distance being:  
172° 38' 50.5"      195.88 feet;

8.      183°    00'              59.39 feet along same;
9.      317°    30'              127.57 feet along Allotment 54 of the Mailepai Hui Partition;
10.     Thence along Lot 5 of the Maui Preparatory Academy Subdivision, being also the remainder of Royal Patent 1663, Land Commission Award 5524, Apana 3 to L. Konia on a curve to the left with a radius of 455.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 89° 12' 57"; the radial azimuth from the radius point to the end of the curve being: 71° 19' 13"; and the chord azimuth and distance being: 350° 16' 05"      141.54 feet;
- 11      Thence along same on a curve to the left with a radius of 60.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 71° 19' 13"; the radial azimuth from the radius point to the end of the curve being: 38° 42' 21"; and the chord azimuth and distance being: 325° 00' 47"      33.69 feet;
12.     Thence along same on a curve to the right with a radius of 63.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 218° 42' 21"; the radial azimuth from the radius point to the end of the curve being: 249° 23' 17"; and the chord azimuth and distance being: 324° 02' 49"      33.34 feet;
13.     Thence along same on a curve to the left with a radius of 60.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 69° 23' 17"; the radial azimuth from the radius point to the end of the curve being: 38° 00' 00"; and the chord azimuth and distance being: 323° 41' 38.5"      32.46 feet;
14.     308°    00'              44.49 feet along same;
15.     Thence along same on a curve to the left with a radius of 455.00 feet, the radial azimuth from radius point to the beginning of the of the curve being: 38° 00' 00"; the radial azimuth from the radius point to the end of the curve being: 29° 13' 30"; and the chord azimuth and distance being: 303° 36' 45"      69.62 feet;
16.     29°    13'    30"      90.00 feet along same to the point of beginning and containing an area of 1.060 Acres.

FUKUMOTO ENGINEERING, INC.  
1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
July 15, 2021

BACH01G

Easement 6

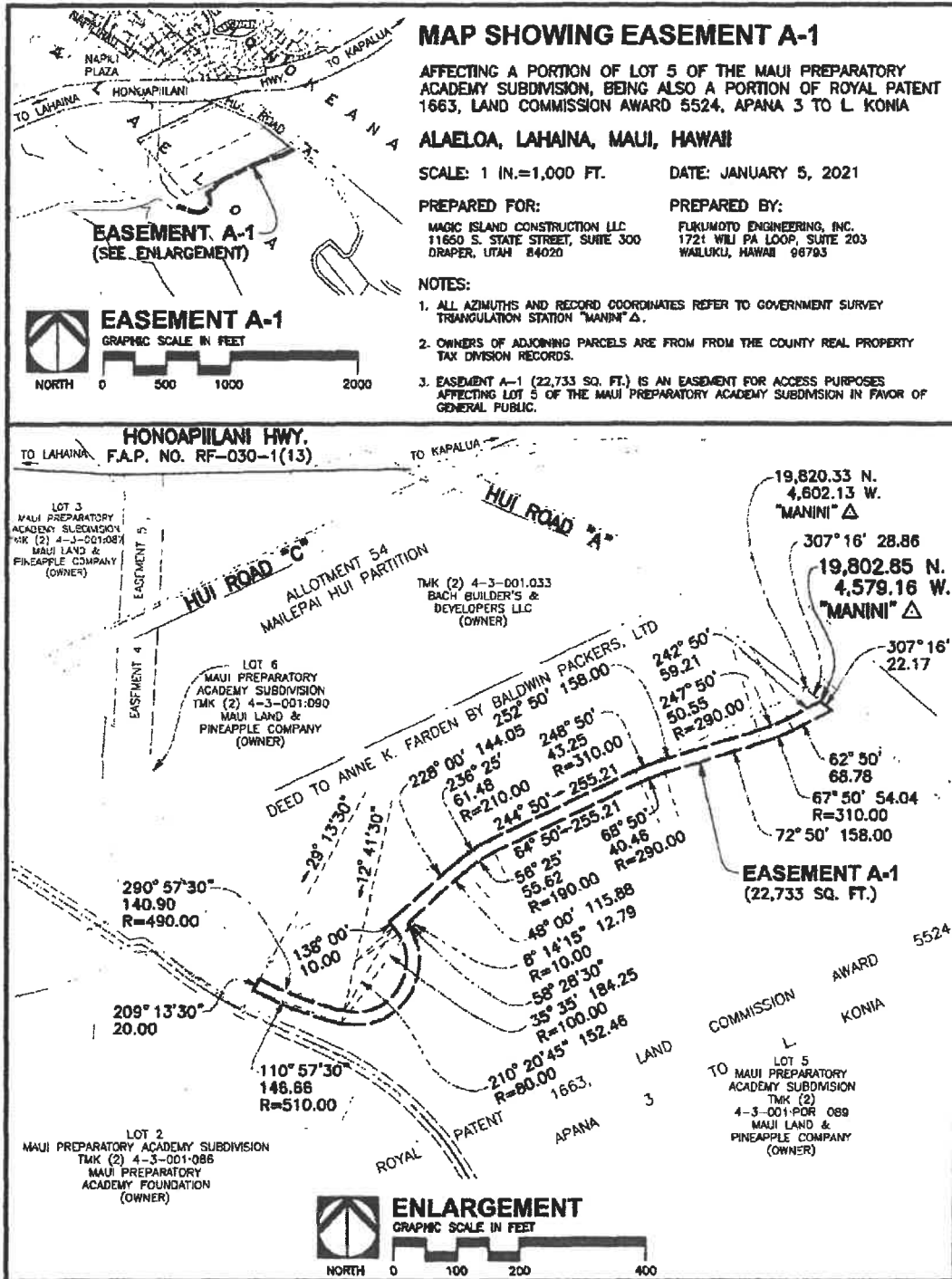
This work was prepared by me  
or under my supervision.

*Sharon Y. Toyama*  
Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/22



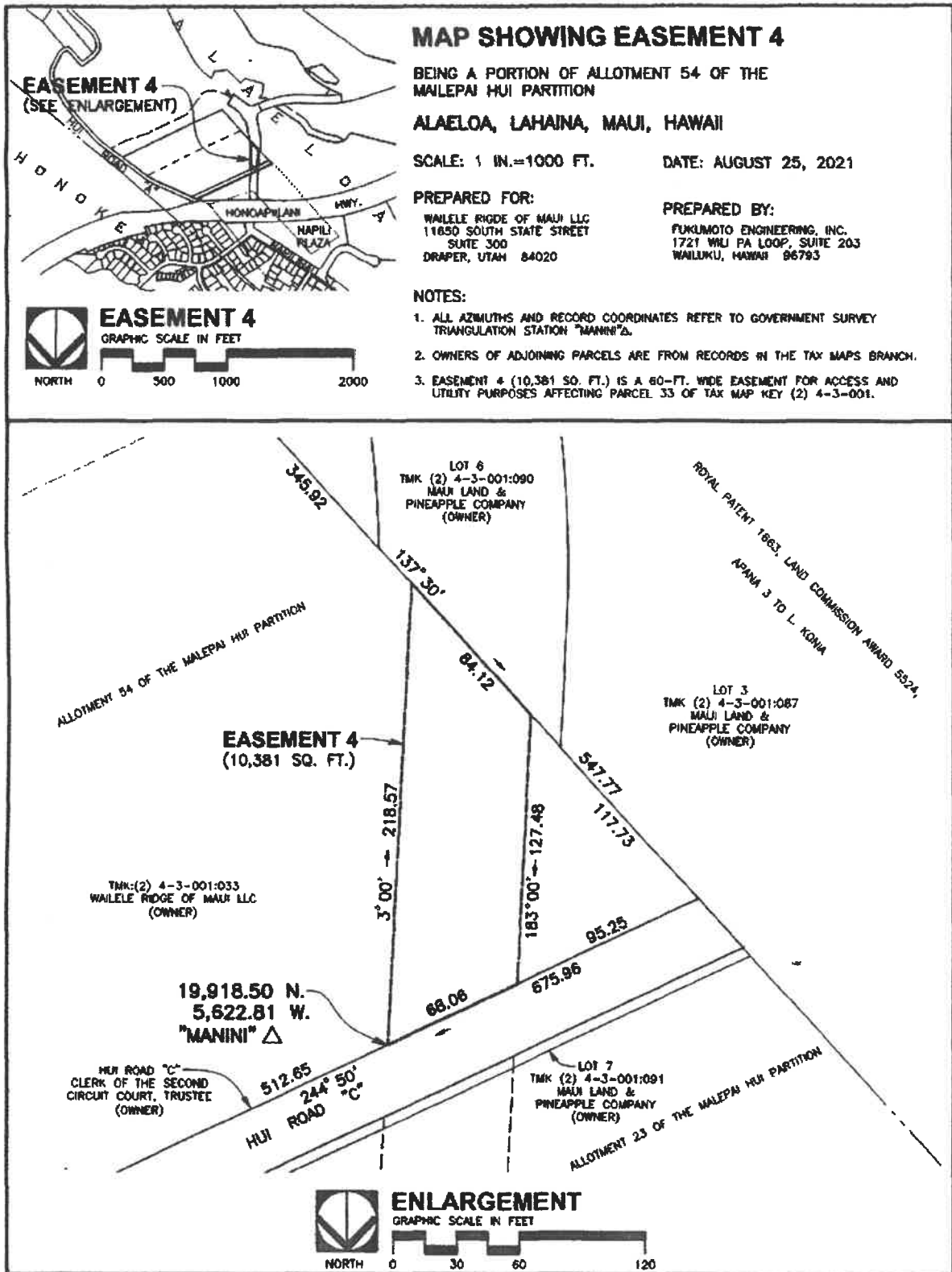
# Exhibit "E"

## Easement "A-1" Map



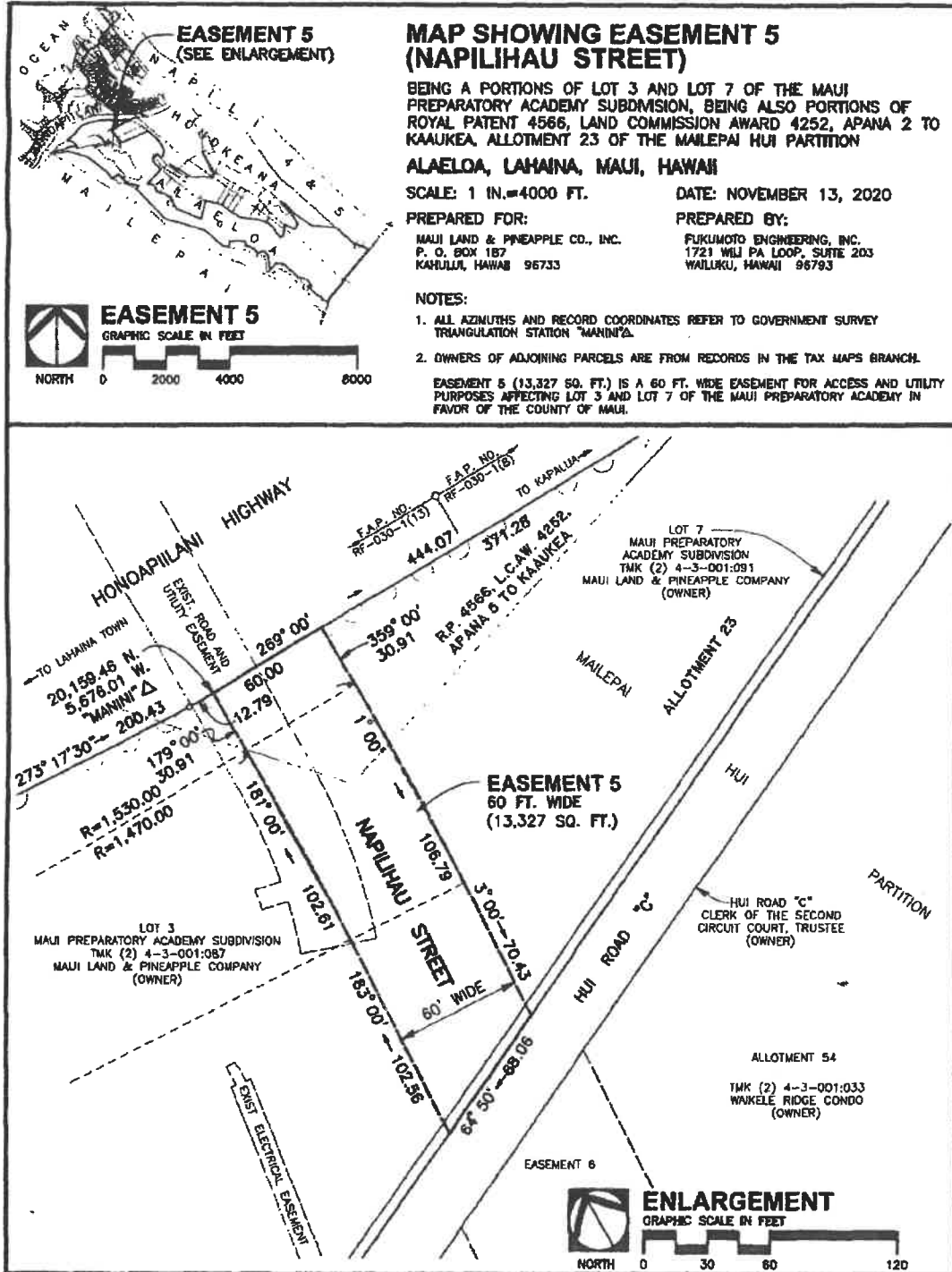
# Exhibit "F"

## Easement "4" Map



# Exhibit "G"

## Easement "5" Map



### Easement "6" Map

BEING A PORTION OF ROYAL PATENT 1663, LAND COMMISSION  
AWARD 5524, APANA 3 TO L. KONIA

SCALE: 1 IN.=1000 FT.

DATE: JULY 12, 2021

**PREPARED FOR:**

MAUI LAND & PINEAPPLE CO., INC.  
P. O. BOX 187  
KAHULUI, HAWAII 96733

**PREPARED BY:**

RONALD M. FUKUMOTO ENGINEERING, INC.  
1721 WEL PA LOOP, SUITE 203  
WAILUKU, HAWAII 96793

**NOTES:**

1. ALL AZIMUTHS AND RECORD COORDINATES REFER TO GOVERNMENT SURVEY TRIANGULATION STATION "MANN".
2. OWNERS OF ADJOINING PARCELS ARE FROM RECORDS IN THE TAX MAPS BRANCH.
3. EASEMENT 6 (1.060 ACRES) IS A 60-FT. WIDE EASEMENT FOR ACCESS PURPOSES AFFECTING LOT 6 OF THE MAUI PREPARATORY ACADEMY SUBDIVISION.

