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Affects: Tax Map Key (3) 2-8-003-001 (portion)

GRANT OF EASEMENT FOR
PUBLIC ACCESS PURPOSES
Exhibits "A" and "B"

This Grant of Easement For Public Access Purposes is made on this 13th day of February, 2012, is made by:

KAUPAKUEA FARMS, LLC, a Hawaii Limited Liability Company, whose primary mailing address is 101 Aupuni Street, Suite 101, Hilo, Hawaii 96720 (hereinafter referred to as "GRANTOR"), in favor of

COUNTY OF HAWAII, a Hawaii Municipal Corporation, whose address is 101 Pauahi Street, Suite 3, Hilo, Hawaii 96720 (hereinafter referred to as "GRANTEE")

WITNESSETH:

Recitals:

1. Whereas, Owner owns the parcel of real property (designated as Tax Map Key 3rd 2-8-003-001; and
2. Whereas, the Owner has applied to subdivide the above-described parcel of land into six parcels (SUB-11-001057);
3. The subdivision received Tentative Approval on December 14, 2001 with a number of conditions including:

The subdivider shall develop and implement a public access plan (per Chapter 34, Hawai'i County Code), for the proposed subdivision to provide pedestrian and vehicular public access that connects to the Hilo Forest Reserve in the vicinity of TMK (3) 2-8-001: 003. The plan shall clearly address each of the elements included in the enclosed Planning Department's Public Access Guide, "What should be included in a Public Access Plan."

4. The purpose of this grant of easement is to provide the pedestrian and vehicular access as required as a condition of the subdivision approval

NOW, THEREFORE, Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) to Grantor paid by Grantee, the receipt of which is hereby acknowledged, and of the covenants of Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto Grantee, a perpetual easement for *pedestrian and vehicular public access that connects to the Hilo Forest Reserve in the vicinity of TMK (3) 2-8-001: 003*, over and across that portion of Tax Map Key (3) 2-8-003-001, said easement is described by metes and bounds in the attached Exhibit "A" and is shown on the portion of the subdivision map attached as Exhibit "B".

Grantee hereby covenants and agrees to and with Grantor that Grantee's and public's use of said Easement shall be at all users' use sole risk, and that all users shall defend, indemnify and save harmless Grantor and the owners from time to time of said Easement from and against any and all loss or damage to the property and from and against all liability, claims, suits and actions by whomsoever brought on account of injury to or death of persons when such loss, damage, injury or death is caused by or arises or results, directly or indirectly, from the use of said Easement or the exercise of rights herein granted by Grantee, its agents, guests or invitees, and that said users shall defend, indemnify and save harmless the Grantor and the owners from time to time of said Easement from and against all damages, costs, attorneys' fees, expenses or liabilities incurred or resulting from any such claim or demand or any action or proceeding brought therein.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural

number, individuals or legal entities, and their and each of their respective successors, heirs, devisees, personal representatives and assigns, according to the context thereof.

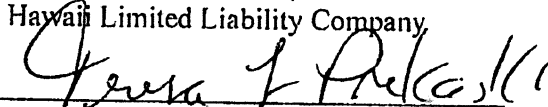
This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, devisees, personal representatives and assigns and **SHALL RUN WITH THE LAND.**

This document may be executed in counterparts. Each counterpart shall be executed by one or more of the parties to this document and the several counterparts shall constitute one document to the same effect as though the signatures of all of the parties were upon the same document.

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

GRANTOR:

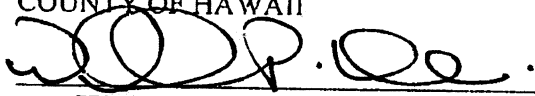
KAUPAKUEA FARMS, LLC
a Hawaii Limited Liability Company


TERESA L. PREKASKI
Manager

GRANTEE:

COUNTY OF HAWAII

By:




Its:

WILLIAM P. KENOI
MAYOR

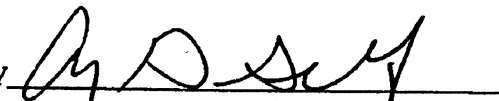
AGREED AND ACCEPTED:

Agreed as to Form and Legality

BY


Planning Director
County of Hawai'i

By


Deputy Corporation Counsel

Date:

2/14/12

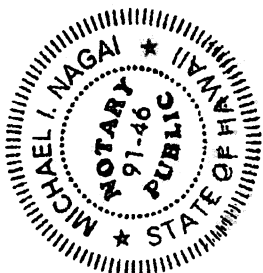
Date:

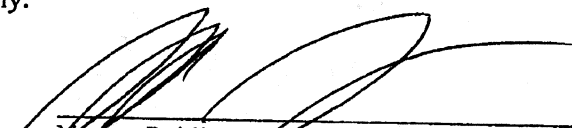
FEB 24 2012

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 1st day of February, 2012, before me personally appeared **TERESA L. PREKASKI**, to me known to be the person (or who provided satisfactory evidence of her identity) described in and who executed the foregoing **Grant of Easement for Public Access** and, being duly sworn, did say that:

1. She is the Manager of **KAUPAKUEA FARMS, LLC**, a Hawaii Limited Liability Company;
2. She is duly authorized to execute the foregoing instrument on behalf of and binding the company; and
3. She acknowledged that she executed the same as her free act and deed acting in that capacity on behalf of the company.





Notary Public
State of Hawaii

MICHAEL I. NAGAI
Expiration Date: January 21, 2015

Printed or Typed Name of Notary
My commission expires: _____

NOTARY CERTIFICATION

Made pursuant to Chapter 456, Hawaii Revised Statutes and
Hawaii Administrative Rules §5-11-8

Document Description:
Document Date:

Dedication Agreement for Variance

Feb 1, 2012

(If undated, insert "undated")

Number of pages:

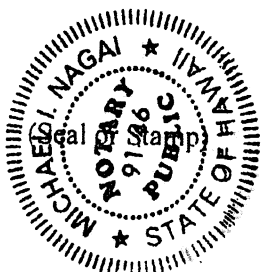
SEVEN 13

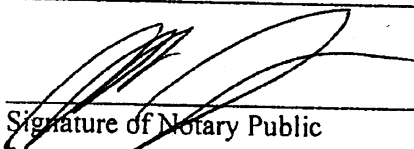
Circuit of Notarial act:

Third Circuit

Printed name of Notary:

Michael I. Nagai





Signature of Notary Public

Feb 1, 2012

Date of Certification

MICHAEL I. NAGAI
Expiration Date: January 21, 2015

STATE OF HAWAI'I)
)
COUNTY OF HAWAI'I) SS.

On March 8, 2012, before me personally appeared WILLIAM P. KENOI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Hawai'i, a municipal corporation of the State of Hawai'i, that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawai'i, the foregoing instrument was signed and sealed on behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Sections 5-1.3 and 13-13 of the County Charter, County of Hawai'i (2010), as amended, and said WILLIAM P. KENOI acknowledged said instrument to be the free act and deed of said County of Hawai'i.

Guillerma G. Sumera L.S.

Notary Public, State of Hawai'i

Printed Name: Guillerma G. Sumera

My commission expires: 9/22/13

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement for Public Access Purposes = Kaupakuea Farms, LLC, TMK: (3) 2-8-003-001

Doc. Date: February 1, 2012 Undated at time of notarization.

No. of Pages: 7 + Exhibits Jurisdiction: Third Circuit

Guillerma G. Sumera 3/8/12
Signature of Notary Date of Notarization and Certification Statement

Guillerma G. Sumera
Printed Name of Notary

L.S.

Exhibit "A"

EASEMENT RU-1

OVER AND ACROSS LOT 1 OF MAKAHANALOA LOTS
PORTION OF R. P. 7129, L. C. AW. 8559-B, APANA 17 AND 18
TO WILLIAM C. LUNAIHO

Land situated at Makahanaloa, South Hilo, Island of Hawaii, Hawaii

Beginning at the northeast corner of this easement, also being a southeast corner of Kaupakuea Homestead Road Extension (50-foot wide), the coordinates of said point of beginning referred to Government Survey Triangulation Station "ALAI'A" being 1,414.90 feet South and 13,582.30 feet West and thence running by azimuths measured clockwise from true South:

- | | | | |
|----|--------------|-------------|---|
| 1. | 13° 02' 50" | 8.16 feet | along other lands of Lot 1 of Makahanaloa Lots;
Thence, on a curve to the right with a radius of 100.00 feet,
the chord azimuth and distance being: |
| 2. | 60° 49' 20" | 136.64 feet | along same; |
| 3. | 103° 55' 00" | 805.79 feet | along same; |
| 4. | 193° 55' 00" | 50.00 feet | along the Hilo Forest Reserve; |
| 5. | 283° 55' 00" | 805.79 feet | along other lands of Lot 1 of Makahanaloa Lots;
Thence, on a curve to the left with a radius of 50.00 feet,
the chord azimuth and distance being: |
| 6. | 240° 49' 20" | 68.32 feet | along same; |
| 7. | 278° 22' 00" | 50.00 feet | along Kaupakuea Homestead Road Extension (50-foot
wide) to the point of beginning and containing an area of
1.059 Acres, more or less. |



Niels Christensen
Niels Christensen
Licensed Professional Land Surveyor 9077
The Independent Hawaii Surveyors, LLC
P. O. Box 577
Hilo, Hawaii 96721

Exhibit "B"

Portion of Proposed Subdivision Map

