

Routh Bolomet- In Propria Persona- Lineal Heir to  
Lands Found in TMK (2)4-5-10 :005  
P.O. Box 37371  
Honolulu, Hawaii 96837  
808-638-0121 OR  
808-638-1910

**BEFORE THE LAND USE COMMISSION OF THE STATE OF HAWAII**

LAND USE COMMISSION  
STATE OF HAWAII  
2013 MAR -4 P 1:40

**Docket No. A12-795**

IN THE MATTER of the Petition of:

**INTERVENOR'S MOTION TO ENTER  
INTO THE RECORD MISSING  
DOCUMENTS LEFT OUT OF  
PETITION AND TO PUT LUC ON  
NOTICE**

WEST MAUI LAND COMPANY, INC. )  
A Hawaii Corporation, and Kahoma  
Residential LLC, a Hawaii Limited  
Liability Company

**CERTIFICATE OF SERVICE**

Proposed Reclassification: Agricultural  
to Urban For TMK (2) 4-5-10-005

**LEGALLY KNOWN AS & Displayed on TMK Map (2) 4-5-10:005 & 006  
as KINGDOM of HAWAII Foreign Allodial Titles:**

R.P 1840	L.C.AW. 424	AP.1 & 2	to Kanehoewaa
R.P 5666	L.C.Aw. 4760	AP.1	to Lelehu
R.P. 2651	L.C.AW. 11150	AP. 4	to Keone
R.P. 1839	L.C.AW. 3702	AP. 2	to D. Malo
R.P. 1180	L.C.AW. 312	AP. 1	to T.Keaweiw'i
R.P. 4475	L.C.AW. 7713	AP.25	to V. Kamamalu
R.P. 3455	L.C.AW. 9795-B	Ap.1	to Kaaua
R.P. 4388	L.C.AW. 8452	Ap.4	to A.Keohokalole

**Other Properties Identified in V. Kamamalu's Ahupua'a o` Aki and /or  
Ahupua`a o` Moali`i :**

Grant 1891, Ap. 7 to D. Baldwin  
Grant 11073 to Pioneer Mill Company, Ltd.  
Grant 2998 to W.Ap. Johnes

Being also a portion of Parcel 5-A Kahoma Stream Flood Control Project

**INTERVENOR'S MOTION TO ENTER INTO THE RECORD MISSING DOCUMENTS LEFT OUT  
OF PETITION AND TO PUT LUC ON NOTICE**

Throughout these hearings I have asked to put into the record my ownership information which has been denied over and over again. I understand that under 15-15-64L evidence that was referred to during the evidentiary hearings can be entered into the record upon the request of the chair. Since the chair is allowing the Petitioner to enter new evidence that was not entered into the evidentiary portion of the hearings; I would like to enter in the record the documentation regarding the Petitioners Warranty Deed that appears to have been left out of the Petition.

Part of the Petition process is providing proper ownership documentation that was provided once again by the Petitioner in response to my motion to deny petitions with allodial titles which was denied. However each time the Petitioner provided me with any ownership paperwork claims it left out exhibit 4 of the Land court application 439. Which is the part of the Petitioner's owner's (Kahoma Lands llc) Warranty Deed and Reservation of Rights and Easements for TMK: 2-4-5-10:5, 2-4-5-15:10, 2-4-5-17:5, 2-4-5-21:2, 6, 24 and 2-4-5-22:4,6, 2.

On page 2 paragraph 2 it says:

**SUBJECT, HOWEVER, TO: under (ii) *"Claims if any, to the Property arising out of rights customarily and traditionally exercised for subsistence, culture, religious, access or gathering purposes, and such claims or rights including access, use and /or occupancy rights, as may be attendant or ancillary to kuleana claims on or affecting the Property.***


If these documents were left out of my copies, perhaps they were also left out of the Commissioner's copies. So I am including these copies in order for the record to be a true representation of the facts.

**See exhibit "4"**

I furthermore put the LAND USE COMMISSION on Notice of my recent Bureau of Conveyance filings of my land documents that transferred a portion of my interest on November 28, 2011. **see exhibit B**

I understand that this is not the venue to decide ownership, we are currently in land court deciding these issues; the purpose of my providing this interest is not for a ruling; but strictly to put this agency on notice as to the conditions of the Petitioner's Warranty Deed and Reservations of Rights and Easements.

DATED: HONOLULU, HAWAI'I, MARCH 4, 2013

  
\_\_\_\_\_  
Routh Bolomet, INTERVENER, Heir Through Lineal Descendency

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing documents was duly served upon the following by US Postal Service:

James W. Geiger -Mancini Welch & Geiger

33 Lono Avenue, Suite 470

Kahului, Hawai'i 96732

for: West Maui Land Company, Inc.

e-mail [jwg@mrwlaw.com](mailto:jwg@mrwlaw.com)

Jesse Souki, Director Office of Planning  
235 South Beretania, Rm 600  
Honolulu, Hawai'i, 96813  
e-mail [jesse.k.souki@dbedt.hawaii.gov](mailto:jesse.k.souki@dbedt.hawaii.gov)

Bryan C. Yee, Esq. Deputy Attorney General  
425 Queen Street, Honolulu, Hawaii 96813

William Spence, Director of Planning  
Department of Planning  
County of Maui  
**c/o James Giroux, Esq. & Michael Hopper Esq.**  
Department of the Corporation Counsel  
250 South High Street  
Wailuku, Hawai'i 96793  
e-mail [william.spence@co.maui.hi.us](mailto:william.spence@co.maui.hi.us)

Michele Lincoln 452 Aki Street, Lahaina, Maui 96761  
e-mail [LincolnMichele@yahoo.com](mailto:LincolnMichele@yahoo.com)

Dated, Honolulu, Hawai'i this day of March 4, 2013



Routh Bolomet –Pro Se Lineal Descendent of Foreign Allodial Titles found in TMK  
(2) 4-5-010:005 & 006

25  
21

R-58

I hereby certify that this is  
a true and correct copy of the records  
of the Bureau of Conveyances.

*[Signature]*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
AUG 28 2000 08:01 AM  
Doc No (R) 2000-118776  
/s/ CARL T. WATANABE  
ACTING  
REGISTRAR OF CONVEYANCES  
CONVEYANCE TAX: \$3600.00

Return by Mail  Pickup

MR THOMAS D WELCH JR  
MANCINI ROWLAND & WELCH  
33 LONO AVE #470  
KAHULUI HI 96732

TG: 398075 A-G

TGE: 40 101 1372

ANN OGINO

Total Pages: 41

- Tax Map Key Nos.:
- (2) 4-5-10:5 (portion)
  - (2) 4-5-15:10 (portion)
  - (2) 4-5-17:5 (portion)
  - (2) 4-5-21:2 (portion), 6, 24
  - (2) 4-5-22:4, 6 (portion), 2

**DEED AND RESERVATION OF RIGHTS AND EASEMENTS**

THIS DEED AND RESERVATION OF RIGHTS AND EASEMENTS (this "Deed")  
is made as of AUG 28 2000, by and between **PIONEER MILL COMPANY, LIMITED**,  
a Hawaii corporation (the "Grantor"), the address of which is c/o Amfac Land Company, Limited,  
700 Bishop Street, Suite 501, Honolulu, Hawaii 96813, and **KAHOMA LAND LLC**, a Hawaii  
limited liability company (the "Grantee"), the address of which is 173 Hoohana Street, Suite 201,  
Kahului, Hawaii 96732.

**WITNESSETH:**

That for Ten Dollars and other valuable consideration paid by the Grantee to the  
Grantor, the receipt of which is hereby acknowledged, and pursuant to that certain Property Purchase  
Agreement dated June 23, 2000 (the "Purchase Agreement"), by and between the Grantor, as seller,  
and the Grantee, as purchaser, the Grantor does hereby grant and convey unto the Grantee all of  
Seller's interest in that certain real property (the "Property") described in Exhibit "A" attached hereto,  
which Exhibit "A" is incorporated into this Deed by reference;

AND the reversions, remainders, rents, issues and profits thereof and all of the estate,  
right, title and interest of the Grantor, both at law and in equity, therein and thereto.

20781\122\224968.1

**EXHIBIT "4"**

TO HAVE AND TO HOLD the same, together with all rights, easements, rights of way, privileges, appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, and all other rights and benefits running with the Property, unto the Grantee forever.

SUBJECT, HOWEVER, to: (i) existing county, state and federal laws, rules and regulations, including zoning ordinances and other land use regulations and restrictions applicable to the Property; (ii) claims, if any, to the Property arising out of rights customarily and traditionally exercised for subsistence, cultural, religious, access or gathering purposes, and such claims or rights, including access, use and/or occupancy rights, as may be attendant or ancillary to kuleana claims on or affecting the Property; (iii) encroachments, easements and other rights or facts which may or would be disclosed by a correct survey or archaeological study of the Property, including, without limitation, easements, trails, rights-of-way, historic property, burial sites and other items of historical, archaeological or religious significance; and (iv) all encumbrances, exceptions, reservations, easements and other items set forth or referenced in this Deed.

EXCEPTING AND RESERVING to the Grantor, its successors and assigns:

1. All rights and interests of the Grantor under that certain Quitclaim Deed dated October 5, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-012953, and that certain Grant of Easements dated October 5, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-012954, relating to Honokohau Ditch (as described therein) and related reservoir(s), apparatus and ingress/egress rights.

FURTHER SUBJECT to the covenants, acknowledgments and agreements of the Grantee, as follows:

A. The Grantee, for itself, any person or entity claiming by or through it and their respective successors and assigns, acknowledges and agrees that the Property is located near or adjacent to properties (the "Adjacent Properties") which are or may be used for various agricultural and related or ancillary purposes. As such, it is expected that the Property will periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural activities. The Grantee, for itself, any person or entity claiming by or through it and their respective successors and assigns, further acknowledges and agrees that neither the Grantor, Amfac-Related Entities (as that term is defined in the Purchase Agreement), nor any of their respective successors or assigns, shall be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to the presence, operation and/or use of the Adjacent Properties adjacent to or near the Property. Each deed or other conveyance of all or any part of the Property shall contain, or if not shall be deemed to contain, the acknowledgments and waivers set forth hereinabove.

B. The Grantee confirms and agrees that the Grantee has inspected the Property and that the Property is being conveyed to the Grantee in "AS IS" condition, and without any representations or warranties of any kind with respect to the Property, as more particularly set forth in Section 8 of the Purchase Agreement.

In consideration of the premises, the Grantor does hereby covenant with the Grantee that the Property is free and clear of and from all liens and encumbrances made or suffered by the Grantor, excepting the lien of real property taxes assessed for the current fiscal year but not yet due, and further excepting any and all exceptions, reservations and encumbrances created by or referred to in this Deed (including the rights and reservations of the Grantor as set forth herein), and that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

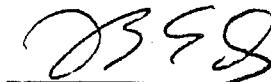
This conveyance and the covenants of the Grantor shall be binding upon the Grantor and the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the Grantee and the Grantee's successors and assigns. The covenants and agreements of the Grantee, and the rights and reservations of the Grantor, shall run with the land described in Exhibit "A" attached hereto, shall be binding upon the Grantee and the Grantee's successors and assigns, and shall run in favor of and inure to the benefit of the Grantor and the Grantor's successors and assigns.

The parties hereto agree that this Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The Grantor and the Grantee have executed this Deed as of the date first referenced above.

PIONEER MILL COMPANY, LIMITED

By



Name: TAMARA G. EDWARDS

Title: VICE PRESIDENT

Grantor

KAHOMA LAND LLC

By

Name:

Title:

Grantee

In consideration of the premises, the Grantor does hereby covenant with the Grantee that the Property is free and clear of and from all liens and encumbrances made or suffered by the Grantor, excepting the lien of real property taxes assessed for the current fiscal year but not yet due, and further excepting any and all exceptions, reservations and encumbrances created by or referred to in this Deed (including the rights and reservations of the Grantor as set forth herein), and that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

This conveyance and the covenants of the Grantor shall be binding upon the Grantor and the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the Grantee and the Grantee's successors and assigns. The covenants and agreements of the Grantee, and the rights and reservations of the Grantor, shall run with the land described in Exhibit "A" attached hereto, shall be binding upon the Grantee and the Grantee's successors and assigns, and shall run in favor of and inure to the benefit of the Grantor and the Grantor's successors and assigns.

The parties hereto agree that this Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The Grantor and the Grantee have executed this Deed as of the date first referenced above.

PIONEER MILL COMPANY, LIMITED

By \_\_\_\_\_  
Name:  
Title:  
Grantor

KAHOMA LAND LLC

By *Peter K. Martin*  
Name: *Peter K. Martin*  
Title: *Managing Member*  
Grantee



STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On AUG 22 2000, before me personally appeared TAMARA G. EDWARDS, 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.

W

*Karen D. Chung*  
Type or print name: Karen D. Chung  
Notary Public, State of Hawaii  
My commission expires: Aug. 18, 2001

STATE OF Hawaii )  
Mauai )  
COUNTY OF Mauai ) SS.

On Aug. 23, 2000, 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.

Lynn M. Sueda  
Type or print name: \_\_\_\_\_  
Notary Public, in and for said County and State  
My commission expires: \_\_\_\_\_

LYNN M. SUEDA  
Expiration Date: April 6, 2001

THE ORIGINAL OF THE DOCUMENT  
 RECORDED AS FOLLOWS:  
 STATE OF HAWAII  
 BUREAU OF CONVEYANCES  
 DOCUMENT NO. \_\_\_\_\_  
 DATE - TIME \_\_\_\_\_ Doc A-48110895A thru A-48110895B  
 March 4, 2013 1:00 PM

**Land Court System**

**Regular System**

After recordation: return by mail or pick-up   
 TO:  
**Routh Bolomet**  
**Po Box 37371**  
**Honolulu, HI 96837** Document Contains 65 Pages

Island	Z	S	Plat.	Par
2	4	3	1,4	All or por of
2	4	4	4,6	"
2	4	5	1,2,3,4,5,6,7,8,10,11,12,13,15,16,18,19,20,21,26,32	"
2	4	6	1,2,3,4,5,6,7,9,10,11,12,13,15,16,17,18,19,20,23,26,31,34	"
2	4	7	1,2,06	"
Island	Z	S	Plat.	Par

**TITLE OF DOCUMENT:** Quitclaim Deed

**PARTIES TO DOCUMENT :**

**Grantor:** Routh Theresa Souza Bolomet **Grantee:** Michael Kumukauoha Lee

**PROPERTY DESCRIPTION:** (NEXT PAGE)

**PROPERTY DESCRIPTION:** The lands associated with the LCA & Royal Patent numbers listed below, describe some of the lands associated with the LCA & Royal Patents. This Registration with the Bureau of Conveyance Regular System is for all lands associated with the following LCA & Royal Patents throughout the Hawaiian Island chain; it is not limited to the listed descriptions or TMK's. We could not find all of the TMK's associated with the LCA's & RP's, so until the State of Hawaii can provide a simple reference to make the conversions of the LCA and Royal Patents to TMK's more accessible, we make our claims for all lands associated with the LCA's & Royal Patents listed below at this time.

1) J. Kaeo	LCA:	8520	BK: 10	PG: 3-4	RP: 6727	BK: 22	PG:289 HALAKEA/HALAKAA
2) "	LCA:	8520:2	BK: 10	PG: 3-4	RP: 6727	BK: 22	PG:389 PUOU
3) "	LCA:	8520	BK: 10	PG: 3	RP: 8407	BK: 36	PG:331 PUOU
4) "	LCA:	5483	BK: 10	PG: 377	RP: 6777	BK: 21	PG:401 MALA,PUAKO
5) "	LCA:	975	BK: 2	PG: 1358	RP: 593	BK: 3	PG:205 PUAKO
6) Mamaki	LCA:	11292	BK:	PG:	RP:	BK:	PG: PUUKI
7) A. Sylva	LCA:	374-B	BK: 1	PG: 617	RP: 101	BK:1	PG:397 AKIAKAIOLÉ
8) "	LCA:	374	BK: 3	PG: 185	RP:	660	BK:3 PG:349PUUKI
9) E. Kipa	LCA:	7582	BK:10	PG:654			KUHUA AHP
10) Kaaua	LCA:	9795b	BK: 10	PG: 120	RP:3455	BK:15	PG: 37 AKI, AKINUI, WAIEIKI
11) M.Kekuanao`a	LCA:	10476	BK:10	PG:623	RP:4490	BK:18	PG:469 PUUNAU AHP
12) V. Kamamalu	LCA:	7713	BK:6	PG:562	RP:2057	BK:8	PG:513
13) "	LCA:	"	BK:10	PG:443	RP:4475	BK:18	PG:405 PAUNAU AHP
14) "	LCA:	"		PG:445	RP:4475	BK:18	PG:405 KELAWA AHP
15) M.Kekauonohi	LCA: 11216:18		Bk: 9	PG: 657	RP: 8388	Bk: 36	PG:253 AKI 2 AHUPUA`A
"	"						PANAWEA AHP
"	"						LAHAINA AHP
"	"						KUHOLILEA AHP
16) "	"				RP:8306	BK:35	PG:851 KAPUNAKEA
17) "	"		BK:6	PG: 563	RP:2061	BK:8	PG:529
18) "	LCA:1853		BK:2	PG:1273	RP:116	BK:3	PG:601 KELAWEA
19) "	LCA:6325		BK:9	PG:696	RP:5646	BK:22	PG:193 PUAKO
20)a C. Kanaina	LCA:	277	BK:6	PG:559	RP:2060	BK:8	PG:525
20)b "	"	"	BK:9	PG:557			ILIKAHI
21) "	LCA:8559		BK:9	PG:695			PAEOHI
22) " "				PG:696			KEAWAIKI
23) "	"		BK:10	PG:538	RP:5647	BK:22	PG:195 LAHAINA
24)W.C. Lunailo	LCA:	8559B	BK:10	PG:484	RP:8397	BK:36	PG:291 KOHOLILEA 4, LAHAINA
25) "	"		BK:10	PG:484	RP:	BK:	PG: POLANUI AHP KUHOLILEA AHP KALIMAOHE AHP
26) "	"		BK: 9	PG:692	RP:5699	BK:25	PG:15 WAIANAÉ, LUAÉHU
27) "	"		BK:10	PG:601	RP:5640	BK:22	PG:177 PUUNOA
28) "	"		BK:10	PG:539	RP:5637	BK:10	PG:539 PAUNAU
29) "	"				RP:5639	BK:22	PG:177 AKI
30) "	LCA: 277		BK:9	PG:701	RP:5638	BK:2	PG:177 PAKALA
31) A.Moku	LCA:4878MM		BK:9	PG:110	RP:1853	BK:7	PG: 369 PUEHUEHUNUI & POHOA, LAHAINA
32) Holi	LCA:	4878E	BK:2	PG:1390	RP:1199	BK:3	PG: 733 MAKILA
33) "	LCA:	4878E	BK:9	PG:137	RP:2711	BK:12	PG: 441 MAKILA

## QUITCLAIM DEED

A Deed is made on November 29, 2011, by and between Routh Theresa Souza Bolomet, an heir to the aforementioned LCA and Royal Patents (the Grantor), whose address is P.O. Box 37371, Honolulu, Hawaii 96837 and Michael Kumukauoha Lee, my cousin (Grantee), whose address is also 91-1200 Keaunui Drive, Unit 614, Ewa Beach Hawaii 96706.

## WITNESSETH

That for One Dollar, love and other valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby convey unto the Grantee 1/100<sup>th</sup> of my interest claimed acquired through inheritance as described in the following exhibit called the "Affidavit of Genealogy" attached hereto with the exhibits incorporated into this Deed by reference;

TO HAVE AND TO HOLD the same, together with all easements, right of way, privileges, rights to water usage for crops through awai's, stream, surface water or springs and all other rights running with this property unto the Grantee.

SUBJECT, HOWEVER,

1) Any improvements made on this land should be made with all Green, Organic, Sustainable and/ or Non-Toxic materials and using Sustainable Building practices pre-approved by the 99/100<sup>th</sup> interest holder. 2) No chemicals in any form

(fertilizers, insecticides, pesticides, herbicides, amendments) nor any products of the Genetic Modified origin other than what would happen by God and in Nature naturally shall be used in or around the aforementioned "Property" by the Grantee, her leaseholders or anyone else who may use this property; 3) At no time shall your interest in these lands be sold, traded, or used as an asset to cover personal or business liabilities that can lead to any type of liens on the "Property" as a whole, nor shall it be used in any settlement of a litigation to include divorce of a spouse. If an approved (by 99/100 interest holder) mortgage should be put on these properties for approved improvements to the property for personal use or the properties used as collateral for a loan, an insurance policy or other financial instrument must secure the loan's full payoff should a default or death occur before the loan can be repaid. 4) No decision by the Grantee can be made that will compromise the good of the whole and all decisions concerning the Grantee's 1/100<sup>th</sup> interest must be pre-approved by the 99/100<sup>th</sup> interest holder. Providing such decisions are in harmony with the remaining interest holders and the overall direction and plans of the aforementioned properties, the Grantee may proceed with blessings. 5) The Grantee will be entitled to 1/100<sup>th</sup> of the income that is generated from this interest as negotiated in whole part by the 99/100<sup>th</sup> interest holder. 6) Grantee agrees to follow all applicable laws, and /or regulations that supersede the Grandfather laws and rules that govern this property, providing that the enforcing agencies can prove they have legal jurisdiction and authority to impose such laws and regulations, to include taxes, building codes, laws or regulations; eminent domain or land condemnation is not allowed on allodial title lands which are inalienable, etc., it will be your duty to defend these lands in such cases with the 99/100<sup>th</sup> interest holder. Any negotiate land trades with equally or more valuable lands and/or financial numeration based on real market values as determined by the interest holders through their means of verification is limited to your lifetime's interest and will not remain in tact after your interest expires. 7) Grantee for itself, any person or entity claiming by or through it, agrees to follow all covenants and governing rules outside of those mentioned in this Quit Claim Deed made by the Grantor or the majority interest holders pertaining to the aforementioned properties, unless specifically released or granted to do otherwise. 8) Protection of View Plane; you may not in anyway obstruct any other person or interest holders view plane unless pre-approved to do so for reasons relating to personal health or well being or other good causes that could prevent harm to person or property should it not be done.

**FURTHER SUBJECT** to the covenants, acknowledgements, and agreements of the Grantee, as follows:

A. The Grantee, for itself, any person or entity claiming by or through it, acknowledges and agrees that the Property may be used for various agricultural and related ancillary purposes. As such, it is expected that the Property will periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural activities provided these activities are using sustainable practices as defined in 1) and 2). The Grantee, for herself, any person or entity claiming by or through it and their respective successors and assigns, further acknowledges and agrees that neither the Grantor, nor any of the their respective assigns, shall be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to the presence, operation and/or use of the remaining 99/100<sup>th</sup> portion of these designated lands/ interest.

Each lease or other conveyances of all or any part of the Property shall contain, or if not shall be deemed to contain, the acknowledgements and waivers set forth hereinabove.

B. The Grantee confirms and agrees that the 1/100th interest in the Properties being conveyed to the Grantee is in "AS IS" condition and without any representation or warranties of any kind with respect to the Properties, as more particularly set forth in the section "SUBJECT, HOWEVER", in this agreement.

C. Should the Grantee die before me the Grantor, her interest shall inure back to me (Grantor) which I will reassign to her heirs or to other heirs through my Will/ Trust Instructions, or should no heir exist it will be assigned to a Trust per my instructions.

Should the Grantor die before the Grantee's death, her interest shall inure to her children: of which 10% of the full 1/100<sup>th</sup> interest can assist with child rearing expenses until they are through with college, the remainder must go into a trust for their future until they are 35 years of age. There will be a method to increase the Grantee's children's allowance for those who make good decisions, takes care of their mind, bodies (has no addictions to drugs legal or illegal, or any substance ; to include food; that can harm their minds or body ) and hearts (emotions) and are good contributors to society on a whole, manages their finances wisely,

studies and gains a trade that will contribute to our family estate's successful perpetuation; once a year from the remaining 90% income that will be put into a trust; a dollar for dollar match distribution can be given out to those children showing initiative, hard work and good work ethics and a measurement of success that can be in the form of dollars or grades (Not to exceed 50% of the total income for all children collectively coming from the 1/100<sup>th</sup> interest) while in school getting education that first will perpetuate the growth and preservation of the family inheritance/Trust and the return of the Hawaiian Kingdom in good form as King Kamehameha I thru III envisioned it; putting the Kanaka Maole's well being first, after which they may pursue any other passion they may have that can make the world and society a better place. If minors, their father may also ask for a match to his financial support until they are young adults on their own and/ or out of college, by the age of 27 at the latest, after which, they must find their own means of support by the legal and morally ethical work they perform by their own creative minds and /or hands. A matching distribution matching welfare, or unemployment benefits or any other social service, unless disabled or during a legitimate child birth, will otherwise not be allowed. This is not meant to give anyone a free ride, this is meant to provide the funding for tools and education or business building.

Providing my Grandchildren's heirs can meet the same above criteria, they too may partake of the family's 1/100<sup>th</sup> interest. Should no qualified heir exist, the 1/100<sup>th</sup> share shall be transferred to my daughter's Trust of choice providing it too meets the criteria set forth in the "SUBJECT, HOWEVER," section. Should no designation exist, the 1/100<sup>th</sup> interest given to my daughter the Grantee, shall inure back to the Grantors Trust and distributed per instructions set forth in that Trust.

D. The Grantee, for itself, any person or entity claiming by or through it, agrees to settle any dispute/s regarding these properties amongst the interest holders.



If agreement or settlement of disagreements or disputes cannot be rendered amicably, a mediator may be called in. The mediator will be chosen based on their area of expertise of the law pertaining to the area of dispute and the reputation for fairness. The Grantor's vote will always lean towards the favor of her daughter the Grantee, providing she is in full alignment with my moral and ethical beliefs to make Hawaii a better place with better living conditions for the Kanaka Maoli that are hardworking people and contributors to their family's, the reconstruction and reinstatement of our Hawaiian Kingdom Government, taking care of community and society as a whole, and secondly for the betterment and benefit of all mankind by using sustainable thought and practices that will perpetuate a better world for all to live in.

The parties hereto agree that this Deed may be executed in counterparts, each of which shall be deemed an original and said counter parts, shall together constitute one and the same agreement, binding all the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

I, Routh Theresa Souza Bolomet Grantor, of P.O. Box 37371 Honolulu, Hawaii 96837, grant to myself 99/100<sup>th</sup> interest in the following lands and 1/100<sup>th</sup> interest to the same lands to my Dearest, Dearest Daughter, whom I believe is destined for great things in her lifetime, Michael Kumukauoha Lee of the same address for \$1.00 and immeasurable love and considerations.

She will have the right to use these lands listed below and located in Lahaina, Maui to generate income to care for she and her family's needs and/or her designated Trust providing it meets all the criteria in the "SUBJECT, HOWEVER" section. **PROPERTY DESCRIPTION to follow**

PROPERTY DESCRIPTIONS

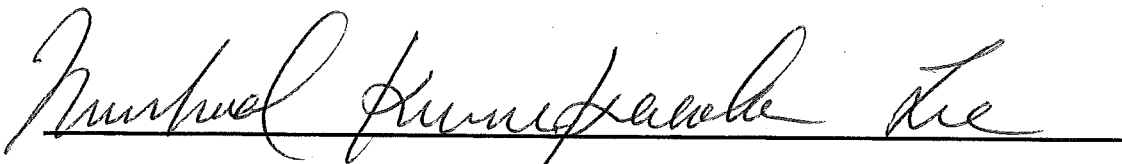
J. Kaeo	LCA: 8520	BK: 10	PG: 3-4	RP: 6727	BK: 22	PG:289	HALAKEA/HALAKAA
"	LCA: 8520:2	BK: 10	PG: 3-4	RP: 6727	BK: 22	PG:389	PUOU
"	LCA: 8520	BK: 10	PG: 3	RP: 8407	BK: 36	PG:331	PUOU
"	LCA: 5483	BK: 10	PG: 377	RP: 6777	BK: 21	PG:401	MALA, PUAKO
"	LCA: 975	BK: 2	PG: 1358	RP: 593	BK: 3	PG:205	PUAKO
Mamaki	LCA: 11292	BK:	PG:	RP:	BK:	PG:	PUUKI
A. Sylva	LCA: 374-B	BK: 1	PG: 617	RP: 101	BK:1	PG: 397	AKIAKAIOLE
	LCA: 374	BK: 3	PG: 185	RP: 660	BK:3	PG: 349	PUUKI
E. Kipa	LCA:7582	BK:10	PG:654				KUHUA AHP
Kaaua	LCA: 9795b	BK: 10	PG: 120	RP:3455	BK:15	PG: 37	AKI, AKI-NUI, WAIIEIKI
M.Kekuanao`a	LCA:10476	BK:10	PG:623	RP:4490	BK:18	PG:469	PUUNAU AHP
V. Kamamalu	LCA:7713	BK:6	PG:562	RP: 2057	BK:8	PG:513	
"		BK:10	PG:443	RP:4475	BK:18	PG:405	PAUNAU AHP
"			PG:445	RP:4475	BK:18	PG:405	KELAWA
M.Kekauonohi	LCA: 11216:18	Bk: 9	PG: 657	RP: 8388	Bk: 36	PG:253	AKI 2 AHP PANAWEA AHP LAHAINA AHP KUHOLILEA AHP
				RP:8306	BK:35	PG:851	KAPUNAKEA
		BK:6	PG: 563	RP:2061	BK:8	PG:529	
	LCA:1853	BK:2	PG:1273	RP:116	BK:3	PG:601	KELAWEA
	LCA:6325	BK:9	PG:696	RP:5646	BK:22	PG:193	PUAKO
C. Kanaina	LCA:277	BK:6	PG:559	RP:2060	BK:8	PG:525	

		BK:9	PG:557				ILIKAHI
		BK:9	PG:695				PAEOHI
		BK:9	PG:696				KEAWAIKI
		BK:10	PG:538	RP:5647	BK:22	PG:195	LAHAINA
W.C. Lunalilo	LCA: 8559B 4, LAHAINA	BK:10	PG:484	RP:8397	BK:36	PG:291	KOHOLILEA
		BK:10	PG:484	RP:	BK:	PG:	POLANUI AHP KUHOLILEA AHP KALIMAOHE AHP WAIANA, LUALAHEU
		BK:9	PG:692	RP:5699	BK:25	PG:15	WAIANA, LUALAHEU
		BK:10	PG:601	RP:5640	BK:22	PG:177	PUUNOA
	LCA:8559B	BK:10	PG:539	RP:5637	BK:10	PG:539	PAUNAU
				RP:5639	BK:22	PG:177	AKI
	LCA:277	BK:9	PG:701	RP:5638	BK:2	PG:177	PAKALA
A.Moku	LCA:4878MM	BK:9	PG:110	RP:1853	BK:7	PG:369	PUEHUEHUNUI, POHOA LAHAINA
Holi	LCA: 4878E	BK:2	PG:1390	RP:1199	BK:3	PG:733	MAKILA
	LCA: 4878E	BK:9	PG:137	RP:2711	BK:12	PG:441	MAKILA
Hoohei	LCA:388:1,2	BK:6	PG:561	RP:2056	BK:8	PG:509	AKI 1

City & County of Honolulu, in the State of Hawaii First Judicial Circuit



Routh Theresa Souza Bolomet- Grantor



Michael Kumukauoha Lee -Grantee

**HAWAII NOTARY ACKNOWLEDGMENT** H.R.S. 502-41

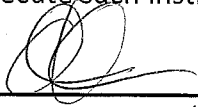
State of Hawaii, City and County of Honolulu, First Judicial Circuitry } SS.

Document Description: **QuitClaim Deed**

Document Date:   N/A   No. of Pages

On this 4<sup>th</sup> day of March, 2013, before me personally appeared:

(1) Routh Theresa Souza Bolomet and (2) Michael Kumukauoha Lee, to me personally known, who being by me dully sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instruments in such capacity.



Owen Kano

Notary Signature  
Date

3/4/2013

Notary's Printed Name

My commission expires:   7/9/2014  

LS