

EXHIBIT C Grant of Easement Template

LAND COURT SYSTEM	REGULAR SYSTEM
After Recordation, Return By: <input type="checkbox"/> Mail <input checked="" type="checkbox"/> Pickup	
Hawaiian Electric Company, Inc. Survey Division P. O. Box 2750 Honolulu, HI 96840-0001	This document contains _____ pages. HECO WO# _____
TITLE OF DOCUMENT(S):	R/W _____

GRANT OF EASEMENT

PARTIES TO DOCUMENT:

GRANTOR(S):

GRANTEE(S): HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DESCRIPTION: Those certain premises situated off

Tax Map Key:
Address:

GRANT OF EASEMENT

THIS GRANT, made this ____ day of _____, 20____, by and between _____, whose address is _____ (the "Grantor"), and **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, whose principal place of business is 1001 Bishop Street, Suite 2500, Honolulu, Hawaii, and whose post office address is P.O. Box 2750, Honolulu, Hawaii 96840 (the "Grantee" or "Hawaiian Electric"),

WITNESSETH THAT:

WHEREAS, pursuant to the Charge Up Commercial Pilot ("Pilot"), Hawaiian Electric has entered into a Charge Up Commercial Pilot Participation Agreement ("Agreement") dated _____, attached hereto as Exhibit A, that requires the Grantor, as the Property Owner defined in the Agreement, to enter into a grant of easement with the Grantee covering the Site as defined in the Agreement; and

WHEREAS, the term of the Agreement is for a period of ten (10) years from the in-service date of the Charging Equipment as defined in the Agreement provided that such term may be extended by mutual agreement of the parties thereto; and

WHEREAS, Section IV. PILOT PARTICIPATION TERMS AND CONDITIONS of the Agreement requires that the Grantee's access to the Site in the nature of a grant of easement include all necessary rights of way and easements rights related to the Make-Ready Infrastructure as defined in the Agreement; and

WHEREAS, the Make-Ready Infrastructure includes all facilities to be located, designed, and installed by Hawaiian Electric up to an agreeable point(s) of interconnection with the Participant's Charging Equipment. The infrastructure may include, but is not limited to new transformers, services and meters, new panels, stepdown transformers, conduits, wires, connectors, and any other hardware installed by Hawaiian Electric at the Site; and

WHEREAS, the Make-Ready Infrastructure is to be installed on both the Grantee's and the Grantor's sides of the Grantee's electric meter; and

WHEREAS, Section VII. TERM AND TERMINATION of the Agreement requires that upon transfer of the Make-Ready Infrastructure to the Pilot Participant as defined in the Agreement, the Participant will ensure that the easement rights granted to the Grantee hereby as the same pertains to said transferred Make-Ready Infrastructure are amended to remove any and all rights, liabilities, and obligations the Grantee may have to the Make-Ready infrastructure located on the Grantor's side of the electric meter.

NOW THEREFORE, the Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor, the receipt of which is acknowledged, and of the covenants herein made by the Grantee, grants and conveys unto the Grantee a perpetual right and easement to construct, reconstruct, access, operate, maintain, repair, replace and remove vaults, switch vaults, manholes, handholes, underground wirelines and/or overhead wire lines and such other appliances and equipment as may be necessary for

the transmission and distribution of electricity and/or communication, including all service lines emanating from the main trunk line, to be used for light and power and/or communication and control circuits, including, without limiting the generality of the foregoing, the right (but not the obligation) to trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines, appliances and equipment and a right of entry upon the Grantor's land and appurtenant interests, if any, for the aforesaid purposes, over, under, upon, across and through those certain premises situated off _____ [describe easement] (the "Easement Area") as shown on Map attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee, forever.

RESERVING, HOWEVER, unto the Grantor, its respective successors, tenants, transferees, licensees and assigns, the right to use any portions of the granted premises not occupied by the lines, appliances and equipment of the Grantee, including rights of way over, under and across the granted premises, provided, however that such reserved rights shall not be exercised in any manner that will unreasonably interfere with the Grantee's use of the granted premises, its lines, appliances and equipment, or Grantee's access to and maintenance of said lines, appliances and equipment.

AND the Grantee hereby covenants and agrees that:

1. Due Care and Diligence. It will use due care and diligence to keep the lines, appliances and equipment owned by the Grantee in good and safe condition and repair and will exercise its rights hereunder in a manner that will occasion only such interference with the use of the land by the owners and occupants as is reasonably necessary.

2. Indemnification. The Grantee will indemnify the Grantor, its tenants and licensees occupying the land affected by this Grant of Easement, from any and all damages to the property of the Grantor and such tenants and licensees caused by the Grantee's failure to maintain its lines, appliances and equipment as provided in paragraph (1) above, and will indemnify and hold harmless the Grantor, its tenants and licensees against all claims, suits and actions by whomsoever brought on account of injuries to or death of persons or damage to property caused by the Grantee's failure to observe the covenants contained in paragraph (1) above. The foregoing indemnification obligations of the Grantee shall not apply to the extent that any such damage, injury, or death is attributable to the negligence or willful misconduct of the Grantor, its tenants and/or licensees occupying the land affected by this Grant of Easement.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that:

A. Condemnation. If at any time any portion of land across, through or within which this easement passes shall be condemned or taken by any governmental authority, the Grantee shall have the right to claim and recover from the condemning authority, but not from the Grantor, such compensation for the damages to the Grantee's easement and right of way and the appliances and equipment owned by, installed and used in connection with this Grant of Easement, which shall be payable to the Grantee.

B. Landscaping. The Grantor shall install and maintain or cause to be installed and maintained without expense to the Grantee any screening or landscaping of the Grantee's facilities which may now or hereafter be required by law or regulation or governmental agency and will indemnify the Grantee from all loss and liability arising from the breach of this covenant. **[If no facilities are being installed on the Grantor's property, this paragraph may be eliminated]**

C. Grantor's Indemnification. The Grantor shall at all times after the termination of the Agreement indemnify the Grantee, from any and all damage and liability for the Make-Ready infrastructure installed on the Grantor's side of the electric meter. Grantor's obligation shall continue in full force and effect, should this easement be terminated in its entirety.

D. Warranty of Title. The Grantor, for themselves, their heirs and assigns, covenant with the Grantees, their successors and assigns, that the Grantors are seized in fee simple of the property in which the easement is granted and have good right to grant the same; that the Grantees shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantors will warrant and defend the Grantees against the lawful claims and demands of all persons claiming the whole or any part of the said land.

E. Definitions. All defined terms (words such as Grantor, Grantee, etc.) and pronouns used in the singular shall mean and include the plural and include the masculine, feminine or neuter gender, as the context of this grant shall require. The term "person" shall mean an individual, partnership, association, trust, corporation or other entity as the context may require.

E. Parties in Interest. The covenants contained in this Grant of Easement shall inure to the benefit of, and be binding upon, the parties and their heirs, personal representatives, beneficiaries, successors and assigns. Each of the parties which constitute the Grantee covenants for itself and not for the other party.

F. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument with the applicable number of pages, dates, and recordation information, whether before or after this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

[Signatures begin on the following page]

IN WITNESS WHEREOF the undersigned have executed this instrument as of the day and year first above mentioned.

Grantor

STATE OF HAWAII)
 : ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing ____-page instrument entitled Grant of Easement, dated _____, 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. This acknowledgement is deemed to include my Notary Certification.

Notary Signature

Type or print name: _____
Notary Public, First Circuit, State of Hawaii

My commission expires: _____

[Affix Seal]

APPROVED
Legal Form:
By _____
Land & Rights of Way
By _____

HAWAIIAN ELECTRIC COMPANY, INC.,
a Hawaii corporation

By _____
Name:
Title:

Grantee

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

: ss.

HECO

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that such person is the _____ of **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, and that said _____-page instrument entitled Grant of Easement, dated _____, was signed on behalf of said corporation by authority of its Board of Directors, and said Officer acknowledged said instrument to be the free act and deed of said corporation. This acknowledgement is deemed to include my Notary Certification.

Notary Signature

Type or print name: _____
Notary Public, First Circuit, State of Hawaii

My commission expires: _____

[Affix Seal]