



# EXHIBIT 5

2014  
C



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

July 08, 2014 8:02 AM

Doc No(s) T-8954233  
on Cert(s) 1044093  
Issuance of Cert(s)



/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

1 1/1 VKK  
B-32489766

After recording return by pick-up to:

Hawaiian Telcom, Inc.  
P. O. Box 2200  
Honolulu, HI 96841  
Attn: Karen Sunahara-Teruya 546-7830

This document contains 10 pages

Property description:

TMK: (2) 4-9-002:001

Lot 1, Map 1, Land Court Consolidation 189  
TCT No. 1044093  
Lanai, Hawaii

MECO Document M11-71

## Utility Easement

This indenture, made this March 20, 2014, by and between **Lanai Resorts, LLC**, a Hawaii limited liability company, whose address is 733 Bishop Street, Suite 2000, Honolulu, Hawaii 96813, hereinafter called the "Grantor", and **Maui Electric Company, Limited**, a Hawaii corporation, whose principal place of business is at 210 Kamehameha Avenue, Kahului, Maui, Hawaii, and whose post office address is P. O. Box 398, Kahului, Maui, Hawaii 96733-6898, ~~and Hawaiian Telcom, Inc., a Hawaii corporation, whose principal place of business is at 1177 Bishop Street, Honolulu, Hawaii, and whose post office address is P. O. Box 2200, Honolulu, Hawaii 96841,~~ hereinafter called the "Grantees",

mp/wao  
ry/wao  
mp/wao  
ry/wao

## WITNESSETH

That the Grantor, for good and sufficient consideration to it paid, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantees, their successors and assigns, a perpetual right and easement to build, construct, reconstruct, rebuild, repair, maintain and operate underground power lines and communication facilities, and to use such wires, conduits, above ground transformers and pads, and other appliances and equipment as may be necessary for the transmission of electricity and/or communications to be used for light and power and communication and control circuits, *together with* 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 *together also with* a right of entry upon the Grantor's property for the construction, maintenance, repair and operation of said conduits, wires, equipment and appliances, in efficient use and condition. The easement hereby granted is over, across, through and under that certain parcel of land situate at Lanai City, Island of Lanai, State of Hawaii, being Lot 1 as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation 189, and described in Transfer Certificate of Title No. 1044093, the easement herein granted being over, under, upon, across and through a portion of said land, said portion shown on Sketch No. M11-71 annexed hereto.

*To have and to hold* the same unto the Grantees, their successors and assigns.

*And each Grantee* does hereby covenant and agree for itself and not for the other that:

1. It will use due care and diligence to keep the said lines and appurtenances installed in good and safe condition and repair, and that it will exercise its rights hereunder in such manner as to occasion as little interference as reasonably necessary with the use of the said property by the owners and occupants thereof.
2. It will indemnify the Grantor for any and all damage to the said property caused by any failure of the Grantee to properly maintain or operate any of the said lines and appurtenances as provided in §1 above, and it will indemnify and defend the Grantor against all loss, liability, claims, suits and actions by whomsoever suffered or brought on account of any injury to person or property caused, by any failure on the part of the Grantees to observe the covenants in §1 above.

*It is hereby mutually understood and agreed* by and between the Grantor and Grantees, and on behalf of their respective successors and assigns that:

LW  
8/10/75

- A. If at any time the property across which rights and easements are hereby granted, or any part thereof, be condemned or taken by any authority exercising the power of eminent domain, each Grantee shall have the right to claim and recover from such condemnor, but not from the Grantor, such compensation as may be payable for its easement, wires, conduits and other appliances and equipment installed upon the said property, or any part thereof.
- B. The Grantor, for itself, its successors and assigns, covenants with the Grantees, their successors and assigns, that the Grantor is seized in fee simple of the property in which the easement is granted and has good right to grant the same; that the Grantees shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantor 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.
- C. This grant of easement is being made in conjunction with a certain license agreement being entered into between Grantor and T-Mobile West Corporation, a Delaware corporation, to provide for the operation of a cellular communications facility. In the event the Grantor sends written notice to Grantees, which reasonably establishes that the license agreement has expired, been terminated in accordance with its terms, or otherwise lawfully terminated, this grant of easement shall terminate. Upon receipt of such notice or abandonment of all or any portion of the easement hereby granted the Grantees will prepare, execute and record an appropriate instrument or instruments, terminating their interests hereunder and removing the cloud on title caused by this instrument with respect to all or such portions of the easement areas affected by a termination or abandonment. It is understood that any such termination or abandonment will not affect or release any liability of a Grantee at this time existing or by reason of the breach of any of the terms of this grant of easement.
- D. The terms "Grantor" and "Grantees" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, as indicated by the context, and shall include any corporation or other entity, and shall be held to mean and include the said parties, their heirs, successors, personal representatives and assigns.

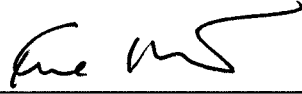
*In witness whereof*, the Grantor and Grantees have executed these presents as of the day and year first above written.

Grantor

LANAI RESORTS, LLC,  
A Hawaii limited liability company

By: Lanai Island Holdings, LLC,  
a Hawaii limited liability company  
Its: Member

By: LIH Corporation,  
a Hawaii corporation  
Its: Manager

By:   
Its: Vice President

Grantees

Maui Electric Company, Limited, a Hawaii corporation

By *[Signature]*  
Eileen Wachi  
(Typed or printed name)  
Assistant Secretary  
(Title)

Hawaiian Telcom, Inc., a Hawaii corporation

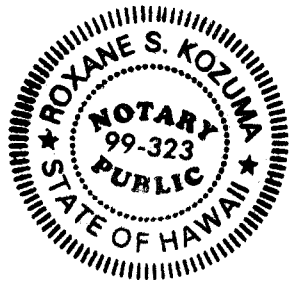
By \_\_\_\_\_  
Karin Paul  
(Typed or printed name)  
SeVP Technology  
(Title)

HAWAIIAN TELCOM, INC.  
Checked *[Signature]*  
Approved *[Signature]*

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

On this 20 day of March, 2014, in the First Circuit, State of Hawaii, before me personally appeared Kurt Matsumoto and  personally known to me -OR-  proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons are the Vice President and \_\_\_\_\_, respectively, of LIH CORPORATION, a Hawaii corporation, that said persons executed the foregoing instrument identified or described as Utility Easement, as such persons' free acts and deeds as having been duly authorized to execute such instrument in such capacities.

The foregoing instrument is dated March 20, 2014 and contained 10 pages at the time of this acknowledgment/certification.



*[Handwritten Signature]*

Print Name: Roxane S. Kozuma  
Notary Public, State of Hawaii  
My Commission expires: JUNE 30, 2015

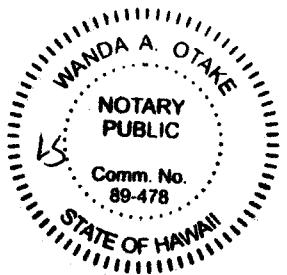
STATE OF HAWAII )  
 ) ss.  
COUNTY OF MAUI )

On this 22<sup>nd</sup> day of May, 2014, in the Second Circuit, State of Hawaii, before me personally appeared Eileen Wachi,  personally known to me -OR-  proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the Assistant Secretary of MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said person executed the foregoing instrument identified or described as Utility Easement, as such person's free act and deed as having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated March 20, 2014 and contained 10 pages at the time of this acknowledgment/certification.

Wanda A. Otake

Print Name: Wanda A. Otake  
Notary Public, State of Hawaii  
My Commission expires: August 15, 2017

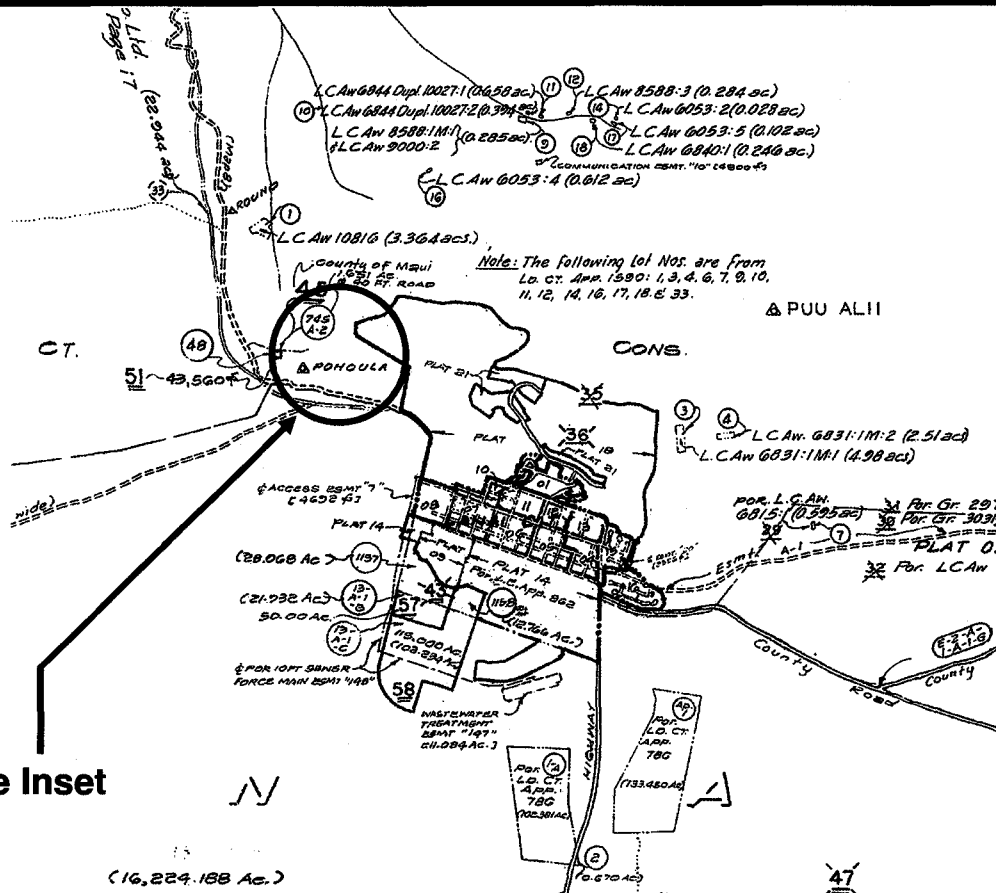


STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, in the First Circuit, State of Hawaii, before me personally appeared \_\_\_\_\_,  personally known to me -OR-  proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the \_\_\_\_\_ of HAWAIIAN TELCOM, INC., a Hawaii corporation, that said person executed the foregoing instrument identified or described as Utility Easement, as such person's free act and deed as having been duly authorized to execute such instrument in such capacity.

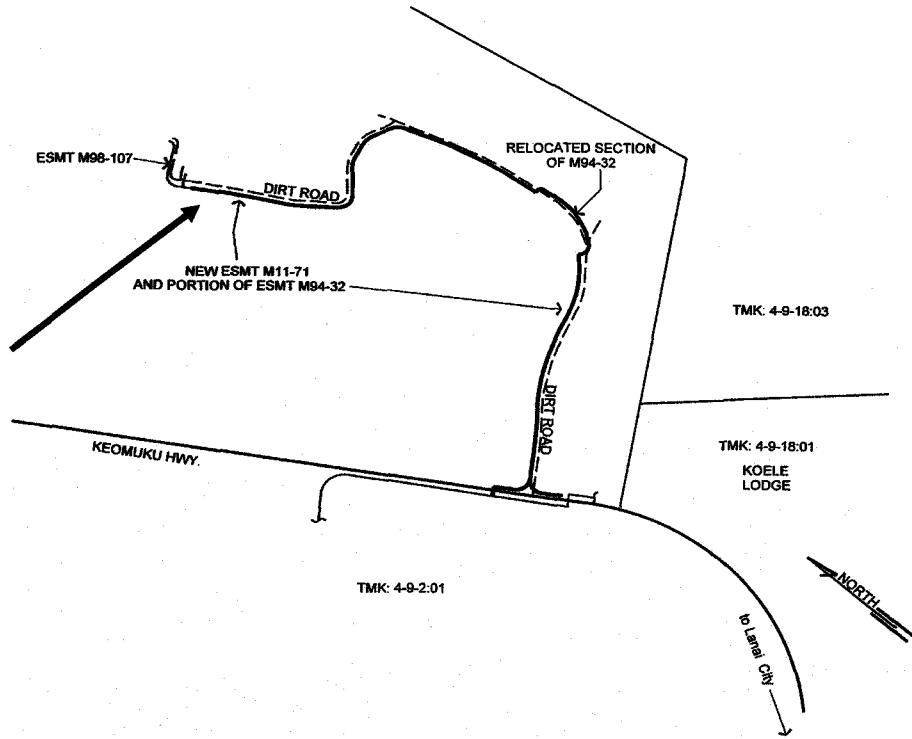
The foregoing instrument is dated \_\_\_\_\_ and contained \_\_\_\_\_ pages at the time of this acknowledgment/certification.

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



See Inset

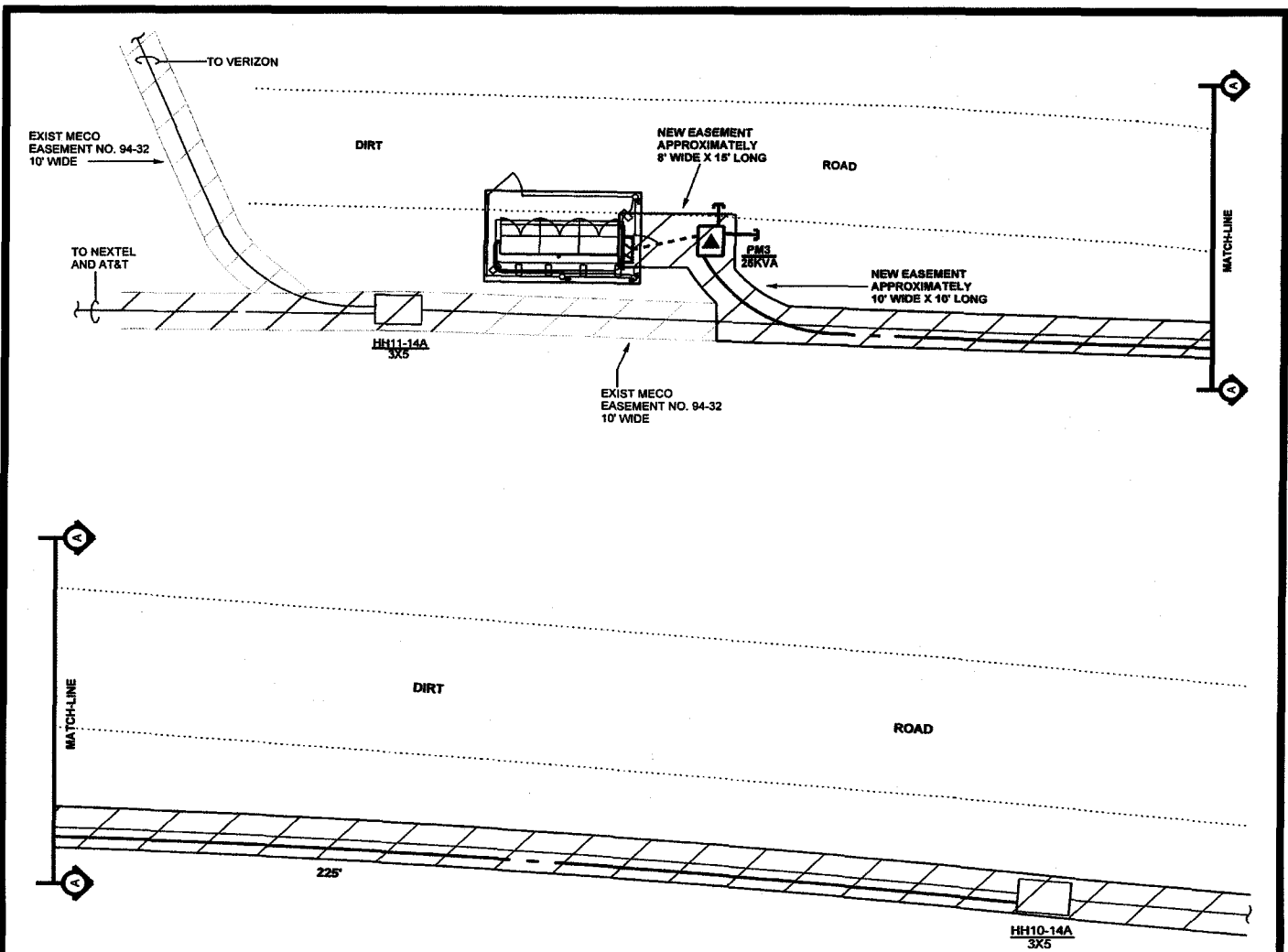
See Page 2



EASEMENT SKETCH: M11-71      DATE: 10/11/2013      TMK: 2 4 9 2 1

DRAWN BY: DONNA MAILE APANA      APPR BY:

JOINT POLE APPL #: N/A      SHEET: 1 OF 2



NOT TO SCALE

### ELECTRICAL LEGEND:

□ EXISTING HANDHOLES

— EXISTING UNDERGROUND

▨ NEW METER LOOP

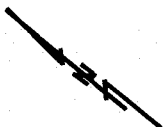
FRONT

▲ NEW PADMOUNT TRANSFORMER

⋯ NEW UNDERGROUND SECONDARY (CUSTOMER'S CONDUCTORS)

— — — NEW UNDERGROUND 1Ø PRIMARY FEEDER

← NEW 3" STUBOUT



|                             |                  |          |   |               |   |   |   |
|-----------------------------|------------------|----------|---|---------------|---|---|---|
| EASEMENT SKETCH: M11-71     | DATE: 10/11/2013 | TMK:     | 2 | 4             | 9 | 2 | 1 |
| DRAWN BY: DONNA MAILE APANA |                  | APPR BY: |   |               |   |   |   |
| JOINT POLE APPL #: N/A      |                  |          |   | SHEET: 2 OF 2 |   |   |   |