

ND



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

June 26, 2014 8:01 AM

Doc No(s) A-52900488



/s/ NICKI ANN THOMPSON
REGISTRAR

1 8/10 keo
B-32484182

Conveyance Tax: \$4,903.40

Kh

Return by Mail () Pickup () To:

State of Hawaii
Board of Land and Natural Resources
1151 Punchbowl Street
Hon. HI 96813

TEI 2014-24876-S

TGE 14-044-206 (8)
M. Gamberden

Document contains 18 pages.

Tax Map Key No. (2) 3-8-007-104

**WARRANTY DEED WITH RESERVATION OF EASEMENTS,
COVENANTS, RESERVATIONS AND RESTRICTIONS**

THIS WARRANTY DEED WITH RESERVATION OF EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS ("Deed") is made as of June 26, 2014 by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 ("**Grantor**") to **STATE OF HAWAII**, by and through its **BOARD OF LAND AND NATURAL RESOURCES**, with its address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 (collectively "**Grantee**").

A. WARRANTY DEED.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, sell and convey, unto Grantee absolutely and in fee simple, forever, all of Grantor's right, title, and interest in and to:

ALL of that certain parcel of land situate and being at Waikapu and Wailuku Commons, District of Wailuku, Island and County of Maui, State of Hawaii, described more particularly in **Exhibit "A"** attached to and made a part of this Deed (the "**Property**"), subject, however, to the encumbrances set forth in **Exhibit "A"** attached hereto and made a part hereof;

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, together with all improvements, tenements, rights, easements, privileges and appurtenances to the same

belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto;

TOGETHER WITH all improvements, tenements, rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed in connection therewith;

EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, its successors and assigns, the right to designate, grant, convey and dedicate additional easements as more particularly described in Section B of this Deed;

SUBJECT, HOWEVER, to all of the reservations, encumbrances and covenants of Grantor and Grantee mentioned in this Deed.

TO HAVE AND TO HOLD the same to Grantee and its successors and assigns, in fee simple forever, subject to the reservations and the agreements of Grantee contained in this Deed.

Grantor does hereby covenant with Grantee that Grantor is the owner in fee simple of the Property and has good right to grant and convey fee simple title to the Property and that said Property is free and clear of all liens and encumbrances that may have been made or suffered by Grantor except as set forth in said Exhibit "A" hereto and that Grantor will WARRANT AND DEFEND the same unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, except as aforesaid.

B. RESERVATIONS.

Grantor reserves to itself, its successors and assigns, which shall run with the land:

1. Easements Over Property in Favor of School Site. Grantor reserves the right to designate, redesignate and relocate designated easements areas, and to grant to itself or the successor owner of the potential school site (the "**School Site**") as shown on Exhibit "B", attached hereto and made a part hereof, easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the School Site for the construction and operation of a school; provided, however, that such reserved rights shall not unreasonably interfere with the use of the Property for park and recreation purposes. Grantor or its successor in interest shall be responsible to repair any damage to the Property caused by its installation of utilities within such utility easement.

2. Easements Over Property in Favor of the Project. Grantor reserves the right to designate, redesignate and relocate designated easement areas, and to grant to itself or the successor owner of the property designated by TMK No. (2) 3-8-007-101 (the "**Project**"), easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the Project as necessary for the construction and operation of a mixed used project; provided, however, that the exercise of such reserved rights shall not unreasonably interfere with the use of the Property for park and recreation purposes. Grantor shall be responsible for all costs associated with the utility easements in favor of the Project,

including the cost of installing utilities within the easement area, and all costs that Grantee is required to incur in connection with the installation of utilities within the easement area. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors in the installation of utilities within the easement.

3. Exercise of Rights. The exercise of the rights reserved in Sections B.1. and B.2. shall be accomplished in a commercially reasonable manner and shall not unreasonably interfere with the Grantee's use of the Property for park and recreation purposes. With the prior written approval of Grantee, easement installations may be expanded or relocated if the expansion or relocation of the easement will not have a material, adverse impact on the use of the Property for park or recreation purposes provided, however, that the party performing the expansion or relocation shall pay all costs and expenses of such expansion or relocation, including reasonable attorneys' and consultant's fees of the party not performing the expansion or relocation. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors.

C. COVENANTS AND RESTRICTIONS.

1. Covenants. Grantee, for itself, its successors and assigns, hereby accepts the Property and acknowledges, covenants and agrees with and to Grantor, its successors and assigns, that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, which covenants and restrictions are conditions to Grantor's conveyance of the Property to Grantee.

2. Declaration of Conditions. Grantee, for itself, its successors and assigns, further agrees that the Property is subject to all matters disclosed in that certain Declaration of Conditions, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-45810753, and Grantee acknowledges and agrees that (a) Grantee assumes the complete risk of and forever releases the State of Hawaii from all claims for damages and nuisances occurring on the Property and arising out of or related to highway traffic noise from Kuihelani Highway; (b) Grantee waives any right to (i) require the State of Hawaii to take any action to eliminate or abate any highway traffic noise from Kuihelani Highway and (ii) file any suit or claims against the State of Hawaii for injunction or abatement of any highway traffic noise from Kuihelani Highway and for any damages or other claims related to or arising therefrom; (c) Grantee is aware of the potential adverse impacts of aircraft activity at and from Kahului Airport such as noise, right of flight, emissions, vibrations, and other incidences of aircraft operations; and (d) Grantee will cooperate in any program to control any birds nesting or occupation and any insect, pest, or wildlife infestation.

D. NEARBY AGRICULTURAL ACTIVITIES.

1. Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products").

2. Grantee hereby assumes complete risk of and, except as expressly set forth below, forever releases Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, except as expressly set forth below, Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require Grantor, and releases Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against Grantor for injunction or abatement of nuisances except where Grantor is in any violation of applicable statutes, ordinances and regulations or as a cross claim or third party claim where Grantee is named as a defendant.

3. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of Grantor under this agreement or be the basis for a suit or other claim for injunction or abatement of nuisances, and Grantee hereby forever waives any right to file any such suit or claim.

4. As used in this section regarding Agricultural Activities, all references to "Grantor" shall mean and include Grantor and all parent, subsidiary, sister and other affiliated companies of Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of Grantor and its parent, subsidiary, sister and affiliated companies.

5. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases. Notwithstanding the foregoing, nothing herein shall release Grantor from any violation of applicable statutes, ordinances and regulations nor prevent the State of Hawaii, the County of Maui or other governmental authority from enforcing applicable statutes, ordinance and regulations.

E. DISCLAIMERS, WAIVERS AND RESTRICTIONS

1. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN DISPOSITION AGREEMENT DATED EFFECTIVE AS OF JUNE 18, 2014 BETWEEN GRANTOR AND GRANTEE (THE "**DISPOSITION AGREEMENT**"), IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS (INCLUDING, WITHOUT LIMITATION, ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT BY THIS DEED GRANTOR SELLS AND CONVEYS TO AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". WITHOUT LIMITING THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES THE POSSIBILITY THAT THE PROPERTY CONTAINS UNEXPLODED ORDNANCE AND HUMAN REMAINS. GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY, ANY IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY GRANTOR, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

2. Limited Recourse. Notwithstanding anything to the contrary in this Deed it is expressly understood and agreed that the individuals executing this Deed have executed or will execute the same solely in their capacity as officers and not individually, and such officers shall have no individual liability.

F. MUTUAL COVENANTS

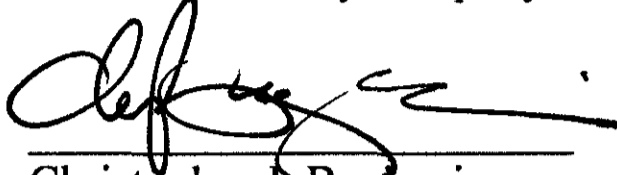
1. Grantor and Grantee. Except as otherwise provided in this Deed: the term "Grantor" as and when used in this Deed shall mean and include Grantor named above and Grantor's successors and assigns, and the term "Grantee" as and when used in this Deed shall mean and include the Grantee named above and Grantee's successors and assigns; where there is more than one Grantee, the use of the singular shall be construed to include the plural wherever the context shall so require and the obligations of Grantee shall be joint and several, and the use of any gender shall include all genders.

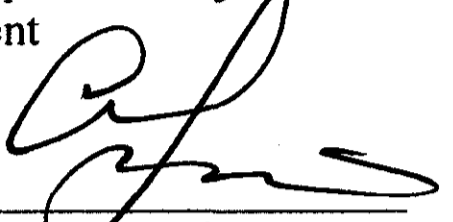
2. Counterparts. This Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties, even though all of the parties are not signatory to the original or the same counterparts. For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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first written above.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: 
Name: Christopher J. Benjamin
Title: President

By: 
Name: Charles W. Loomis
Title: Assistant Secretary

Grantor

**STATE OF HAWAII, by and through its
BOARD OF LAND AND NATURAL
RESOURCES**

By: _____
Name: William J. Aila, Jr.
Title: Chairperson

Approved by the Board of Land and Natural
Resources at its meeting held on March 28,
2014.

**APPROVED AS TO LEGALITY,
FORM, EXCEPTIONS, AND
RESERVATIONS:**

By: _____
Name: Linda L.W. Chow
Title: Deputy Attorney General

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first written above.


ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name: Christopher J. Benjamin
Title: President

By: _____
Name: Charles W. Loomis
Title: Assistant Secretary

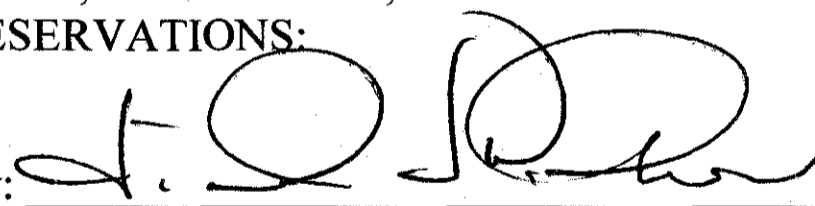
Grantor

**STATE OF HAWAII, by and through its
BOARD OF LAND AND NATURAL
RESOURCES**

By: 
Name: William J. Aila, Jr.
Title: Chairperson

Approved by the Board of Land and Natural
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2014.

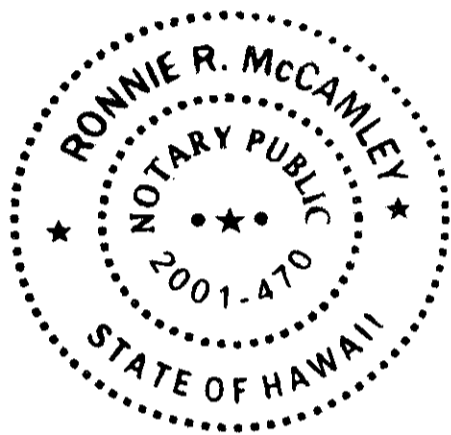
APPROVED AS TO LEGALITY,
FORM, EXCEPTIONS, AND
RESERVATIONS:

By: 
Name: Linda L.W. Chow
Title: Deputy Attorney General

Grantee

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

On this 19th of June, 2014, before me personally appeared CHRISTOPHER J. BENJAMIN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



A handwritten signature in black ink, appearing to read "Ronnie R. McCamley".

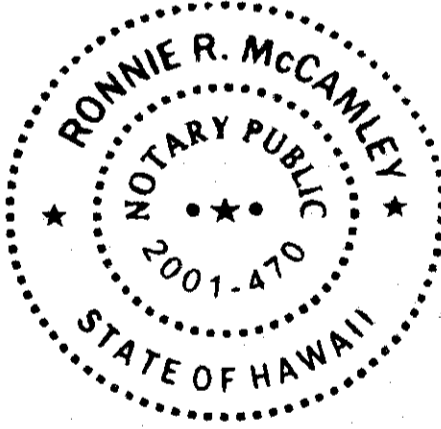
Notary Public, State of Hawaii

Printed Name: Ronnie R. McCamley

My commission expires: 10/28/2017

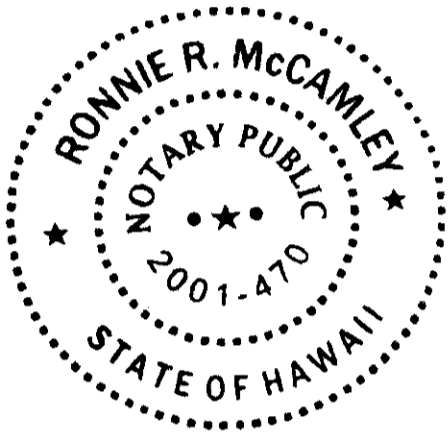
(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Warranty Deed with Reservation of Easements, Covenants, Reservations and Restrictions	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: 18	Jurisdiction: First Circuit (in which notarial act is performed)
 Signature of Notary	6/19/2014 Date of Notarization and Certification Statement
Ronnie R. McCamley Printed Name of Notary	(Official Stamp or Seal)



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

On this 19th of June, 2014, before me personally appeared CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii

Printed Name: Ronnie R. McCamley

My commission expires: 10/28/2017

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Warranty Deed with Reservation of Easements, Covenants, Reservations and Restrictions	
Doc. Date: _____	or <input checked="" type="checkbox"/> Undated at time of notarization.
No. of Pages: 18	Jurisdiction: First Circuit (in which notarial act is performed)
	6/19/2014
Signature of Notary	Date of Notarization and Certification Statement
<u>Ronnie R. McCamley</u>	(Official Stamp or Seal)
Printed Name of Notary	

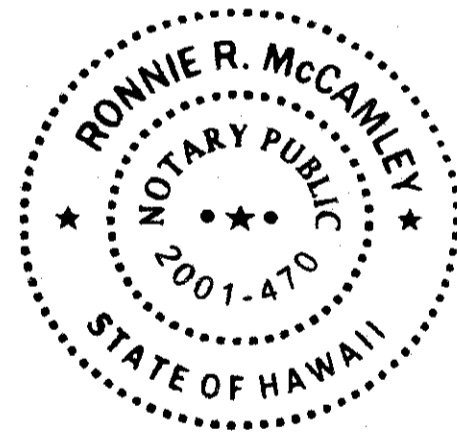


EXHIBIT "A"

MAUI LANI SUBDIVISION

LOT 12-A-3

TAX MAP KEY: (2) 3-8-007:104

All of that certain parcel of land, being a portion of Lot 12-A of the Maui Lani Subdivision, being also portions of Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels situated at Waikapu and Wailuku Commons, Wailuku, Island and County of Maui, State of Hawaii

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet South and 2,707.87 feet East and running by azimuths measured clockwise from True South:

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F. P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F. P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;
3. Thence along the northwesterly side of Kuihelani Highway [F.A.S.P. No. S-0380 (4)] (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
34° 00' 53.15" 527.70 feet;

4. 122° 42' 46" 12.00 feet along same;
5. Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
31° 39' 26" 428.28 feet;
6. Thence along Lot 12-A-1 of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
121° 39' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along Lot 12-A-1 of the Maui Lani Subdivision;
8. Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along Lot 12-A-1 of the Maui Lani Subdivision;
10. Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along Lot 12-A-1 of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 196° 55' 490.95 feet along same to the point of beginning and containing an Area of 65.378 Acres.

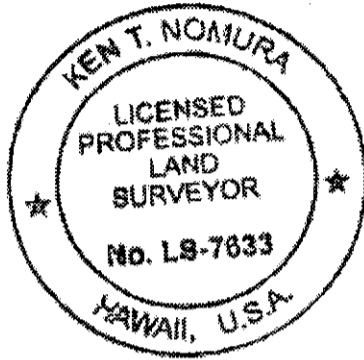
SUBJECT, HOWEVER to existing Easements 16 and 17 for water transmission line purposes in favor of the County of Maui per Grant of Easement recorded in Liber 14533, pages 181,192 and 203.


SUBJECT, ALSO to a restriction of vehicular access rights affecting Course Nos. 3, 4 and 5 of the above described parcel of land.

Prepared by: A&B Properties, Inc.
Kahului, Maui, Hawaii

January 7, 2013
REVISED: June 17, 2014

This work was prepared by me or under my supervision.



 4/30/2016

Ken T. Nomura
Licensed Professional Land Surveyor
Certificate No. LS-7633
Expiration Date: 4/30/2016

Said above described parcel of land having been acquired by ALEXANDER & BALDWIN, INC., a Hawaii corporation by the following Deeds:

1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") in Liber 865 at Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in the Bureau in Liber 23006 at Page 583.

SUBJECT, FURTHER, to:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. GRANT

TO : COUNTY OF MAUI

DATED : December 11, 1979

RECORDED : Liber 14533 Page 181

GRANTING : an easement over Easement "16" being more particularly described therein

3. GRANT

TO : COUNTY OF MAUI

DATED : December 11, 1979

RECORDED : Liber 14533 Page 192

GRANTING : an easement over Easement "17" being more particularly described therein

4. CERTIFICATE dated June 2, 1983, recorded in the Bureau in Liber 17086 at Page 382 by A&B PROPERTIES, INC., a Hawaii corporation, re: reclassification of approximately 680 acres.

5. The terms and provisions contained in the following:

INSTRUMENT : SECOND 14.04.010(E) AGREEMENT RELATING TO FIRE PROTECTION

DATED : August 25, 1987

RECORDED : Liber 21387 Page 752

PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, CERIZO BROTHERS, INC., a Hawaii corporation, and the

COUNTY OF MAUI and its DEPARTMENT OF WATER
SUPPLY

6. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT TO DEFER SUBDIVISION REQUIREMENTS
DATED : September 27, 1989
RECORDED : Liber 23854 Page 9
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the
DEPARTMENT OF WATER SUPPLY of the County of Maui

7. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)
DATED : August 29, 1989
RECORDED : Liber 23899 Page 679
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the
COUNTY OF MAUI, through its Department of Public Works

8. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)
DATED : August 29, 1989
RECORDED : Liber 23899 Page 689
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the
COUNTY OF MAUI

9. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT RELATING TO FIRE PROTECTION
DATED : July 18, 1990
RECORDED : Document No. 90-139708
PARTIES : FRANK WEATHERFORD, doing business as MAUI SOD
FARM, and the DEPARTMENT OF WATER SUPPLY of the
County of Maui

10. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)
DATED : March 22, 1991

RECORDED : Document No. 91-051286
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation and
MAUI LAND PARTNERS, a Hawaii general partnership and the
COUNTY OF MAUI

11. The terms and provisions contained in the following:

INSTRUMENT : NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND
USE COMMISSION

DATED : June 26, 2012
RECORDED : Document No. A-45610752

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

DATED : June 26, 2012
RECORDED : Document No. A-45610753

13. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE
SUBDIVISION POTENTIAL

DATED : April 10, 2013
RECORDED : Document No. A-49860881
PARTIES : ALEXANDER & BALDWIN, LLC, "Subdivider", and the
COUNTY OF MAUI, "County"

14. GRANT OF LANDSCAPING, SIGNAGE, ACCESS, DRAINAGE, AND UTILITY
EASEMENTS

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability
company

DATED : June 26, 2014 Doc A-52900481
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 2A being more particularly described
therein

15. GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION AND UTILITY
EASEMENTS

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900482
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 2B being more particularly described therein

16. GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION, ACCESS AND UTILITY EASEMENTS

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900483
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 2C being more particularly described therein

17. GRANT OF ACCESS EASEMENT

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900484
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 3A being more particularly described therein

18. GRANT OF DRAINAGE AND ACCESS EASEMENTS

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900485
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 3B being more particularly described therein

19. GRANT OF DRAINAGE BASIN AND ACCESS EASEMENTS

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900486
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement 4 and Easement 5, being more particularly described therein

20. GRANT OF WATER LINE EASEMENT

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : June 26, 2014 Doc A - 52900487
RECORDED : Document No. _____ June 26, 2014 8:01 AM
GRANTING : an easement over Easement W-2 being more particularly described therein

21. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

EXHIBIT "B"

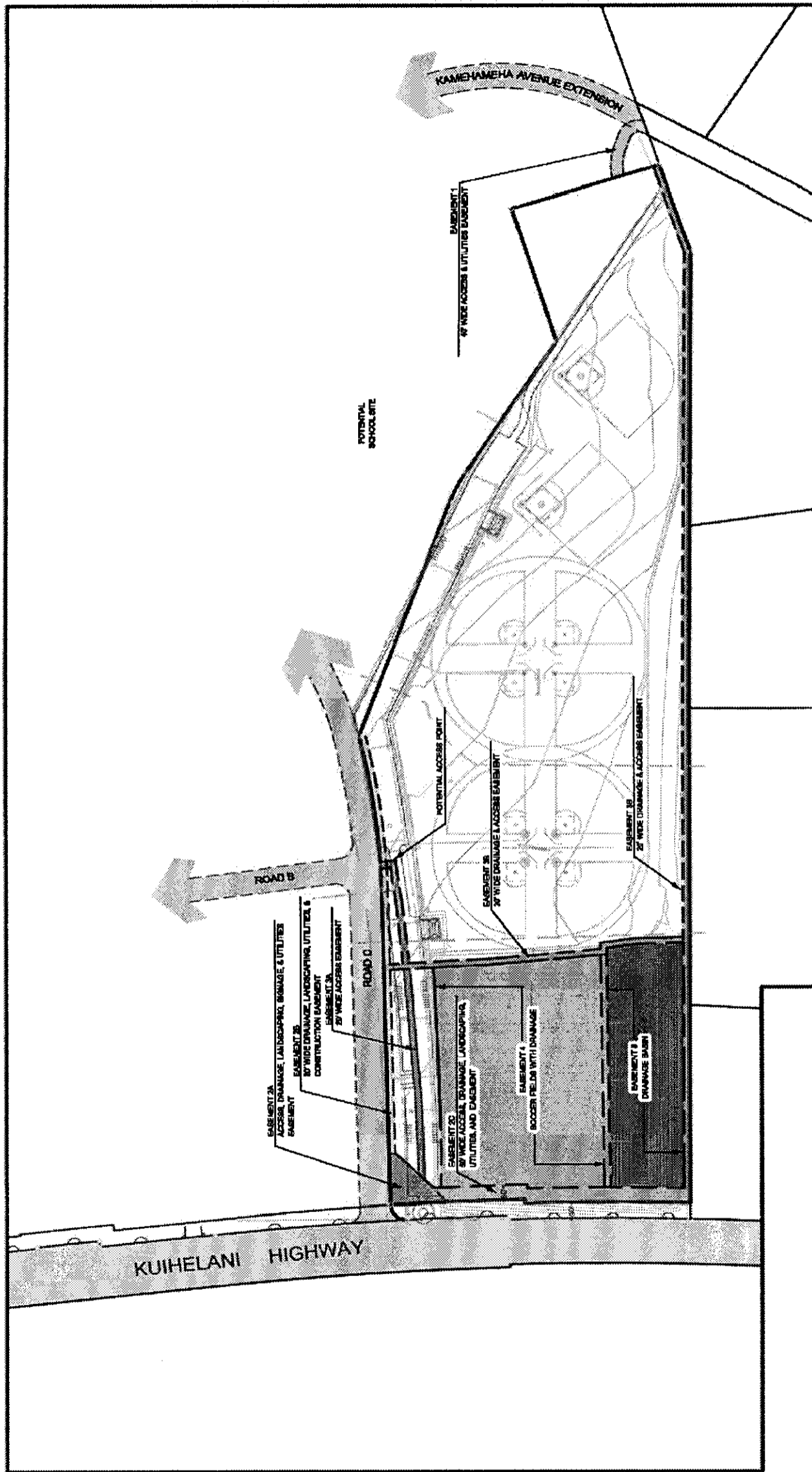
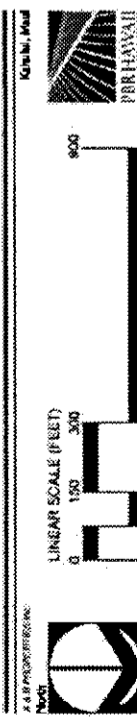


Exhibit C



Disclaimer: This graphic was prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analysis.