



R-390

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
FEB 26, 2010 08:01 AM

Doc No(s) 2010-026559



20 1/1 29

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$12500.00

Return by Mail (X) Pickup () To:

ATTN: HOUSING DIRECTOR
COUNTY OF KAUAI
C/O COUNTY HOUSING AGENCY
4444 RICE ST, STE 330
LIHUE, HI 96766TGOH 200957323
TGES A9-101-4653
BARBARA PAULO

This document contains 17 pages

Tax Map Key No.: (4) 2-1-001:027 (por.)

WARRANTY DEED WITH RESTRICTIONS AND COVENANTS

MCBRYDE SUGAR COMPANY, LIMITED, a Hawaii corporation, of Honolulu, Hawaii hereinafter called the "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor paid by COUNTY OF KAUAI, a municipal corporation, whose address is c/o County Housing Agency, 4444 Rice Street, Suite 330, Lihue, Kauai, Hawaii 96766, hereinafter called the "Grantee", the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee and its successors and assigns:

ALL of that certain parcel of land situate, lying and being at Eleele, Koloa, Kauai, State of Hawaii, described in Exhibit "A" attached hereto and made a part hereof (the "Property"), subject, however, to the encumbrances set forth in Exhibit "A";

AND the reversions, remainders, rents, issues and profits thereof, together with all buildings, 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.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, absolutely and in fee simple, subject to the encumbrances mentioned in Exhibit "A".

Return by Mail () Pickup () To:

ATTN: HOUSING DIRECTOR
COUNTY OF KAUAI
C/O COUNTY HOUSING AGENCY
4444 RICE ST, STE 330
LIHUE, HI 96766

TGOH 200957323
TGES A9-101-4653
BARBARA PAULO

This document contains 11 pages

Tax Map Key No.: (4) 2-1-001:027 (por.)

WARRANTY DEED WITH RESTRICTIONS AND COVENANTS

MCBRYDE SUGAR COMPANY, LIMITED, a Hawaii corporation, of Honolulu, Hawaii hereinafter called the "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor paid by **COUNTY OF KAUAI**, a municipal corporation, whose address is c/o County Housing Agency, 4444 Rice Street, Suite 330, Lihue, Kauai, Hawaii 96766, hereinafter called the "Grantee", the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and set over unto Grantee and its successors and assigns:

ALL of that certain parcel of land situate, lying and being at Eleele, Koloa, Kauai, State of Hawaii, described in Exhibit "A" attached hereto and made a part hereof (the "Property"), subject, however, to the encumbrances set forth in Exhibit "A";

AND the reversions, remainders, rents, issues and profits thereof, together with all buildings, 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.

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, absolutely and in fee simple, subject to the encumbrances mentioned in Exhibit "A".

AND for the consideration aforesaid, the Grantor for itself and its successors, hereby covenants with the Grantee, its successors and assigns: THAT Grantor is seised in fee simple of the Property, that the same is free and clear of and from all encumbrances except as reserved by this deed and as set forth in Exhibit "A" attached hereto, that Grantor has good right to sell and convey the Property, and that the Grantor and the Grantor's successors shall forever warrant and defend the same unto the Grantee and the Grantee's successors and assigns, against the lawful claims and demands of all persons whomsoever.

AND Grantee, for themselves, their heirs, personal representatives, successors and assigns, hereby acknowledges, covenants and agrees, perpetually, to and with Grantor, its successors and assigns, as follows:

1. RESTRICTED USE ON PORTION OF PROPERTY.

The Grantee covenants with the Grantor that Grantee is acquiring the Property solely for agricultural purposes or for the purpose of providing Affordable Housing, as defined below (the Grantee's Restricted Use"). Grantee agrees to cause the Property perpetually to be used strictly in accordance with Grantee's Restricted Use and acknowledges that Grantor agreed to transfer the Property to Grantee in part in reliance on Grantee's representation that Grantee shall cause the Property to be used strictly in accordance with Grantee's Restricted Use. Notwithstanding the foregoing, Grantee shall be deemed to be in compliance with Grantee's Restricted Use if Grantee sells portions of the Property as part of Grantee's programs for sales of Affordable Housing and includes in the deeds for such affordable units restrictions on resale of such units consistent with the Grantee's restrictions on resales of other Affordable Housing at the time of sale, whereupon Grantor will agree to terminate this restriction as to such portion of the Property. Grantor and its successors and assigns shall have the right to enforce this restriction on use by any available means, including but not limited to injunctive relief. For purposes hereof, "Affordable Housing" shall mean "Affordable Housing" or "Workforce housing" as defined in Kauai County Ordinance No. 860, effective June 10, 2008, as amended from time to time.

2. NEARBY AGRICULTURAL ACTIVITIES AND DANGEROUS CONDITIONS.

The Grantee, for itself, its successors and assigns, hereby acknowledges covenants and agrees with and to the Grantor, its successors and assigns, as follows:

The 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 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") and that the Property is adjacent to, nearby or in the vicinity of a water reservoir and open water ditch, among other potentially dangerous conditions incident to the Agricultural Activities ("Dangerous Conditions").

The Grantee hereby assumes complete risk of and forever releases the 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 or Dangerous Conditions; provided, however, Grantee does not assume any risk or release Grantor to the extent the Agricultural Activities, Agricultural By-Products and Dangerous Conditions violate applicable laws, ordinances or regulations. Without limiting the generality of the foregoing, the Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products or Dangerous Conditions, and (ii) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances except to the extent such Agricultural Activities, Agricultural By-Products or Dangerous Conditions violate applicable laws, ordinances or regulations.

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

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

3. HABITAT FOR HUMANITY EASEMENTS.

Grantor hereby reserves unto itself, for its benefit and for the benefit of Kaua'i Habitat for Humanity, as the owner of property adjacent to the Property, easements for drainage and waterline purposes, including but not limited to, the right and easement to construct, reconstruct, operate, maintain, repair and remove water lines, drain lines and such other appliances and equipment as may be necessary for the transmission of water, as shown on Exhibit "B" attached hereto and made a part hereof, together with a right of entry upon the Property and appurtenant interests, if any, for the aforesaid purposes.

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, the Grantee, its heirs, personal representatives, 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.

The parties hereto agree that this instrument 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 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 these presents this
_____ day of _____, 2010.

MCBRYDE SUGAR COMPANY, LIMITED

By 
Name: NORBERT M. BUELSING
Title: Vice President

By 
Name: ALYSON J. NAKAMURA
Title: Secretary

Grantor

COUNTY OF KAUAI

By _____
Name: WALLACE G. REZENTES, JR.
Title: Director of Finance

By _____
Name: PETER A. NAKAMURA
Title: County Clerk

APPROVED AS TO FORM AND LEGALITY

By _____
Name: ALFRED B. CASTILLO, JR.
Title: County Attorney

APPROVAL RECOMMENDED

By _____
Name: EUGENE K. JIMENEZ
Title: Housing Director

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents this
_____ day of FEB 3, 2010.

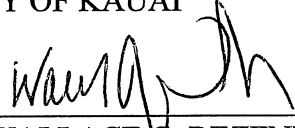
MCBRYDE SUGAR COMPANY, LIMITED

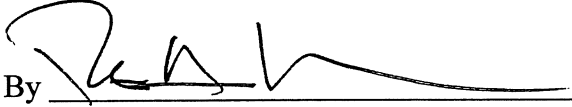
By _____
Name: NORBERT M. BUELSING
Title: Vice President

By _____
Name: ALYSON J. NAKAMURA
Title: Secretary


Grantor

COUNTY OF KAUAI


By 
Name: WALLACE G. REZENTES, JR.
Title: Director of Finance

By 
Name: PETER A. NAKAMURA
Title: County Clerk

APPROVED AS TO FORM AND LEGALITY

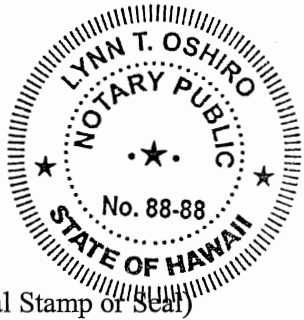
By 
Name: ALFRED B. CASTILLO, JR.
Title: County Attorney

APPROVAL RECOMMENDED

By 
Name: EUGENE K. JIMENEZ
Title: Housing Director

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

On this 3rd day of February, 2010, before me personally appeared NORBERT M. BUELSING, 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.



(Official Stamp or Seal)

Signature: Lynn T. Oshiro
Name: Lynn T. Oshiro
Notary Public, State of Hawaii

My commission expires: 02-08-2012

NOTARY CERTIFICATION STATEMENT

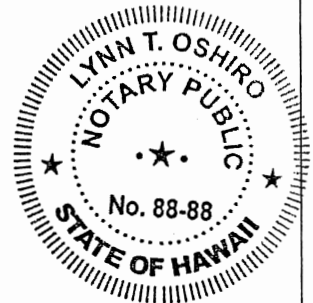
Document Identification or Description: Warranty Deed
With Restrictions and Covenants

Doc. Date: Undated at time of notarization

No. of Pages: 16 Jurisdiction: First Circuit
(in which notarial act is performed)

Lynn T. Oshiro 2/3/10
Signature of Notary Date of Notarization and
Certification Statement

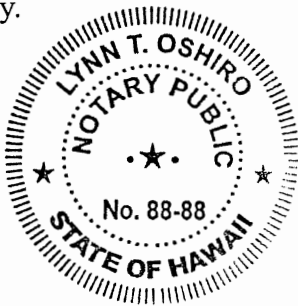
Lynn T. Oshiro
Printed Name of Notary



(Official Stamp or Seal)

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

On this 3rd day of February, 2010, before me personally appeared ALYSON J. NAKAMURA, 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.



(Official Stamp or Seal)

Signature: Lynn T. Oshiro
Name: Lynn T. Oshiro
Notary Public, State of Hawaii

My commission expires: 02-08-2012

NOTARY CERTIFICATION STATEMENT

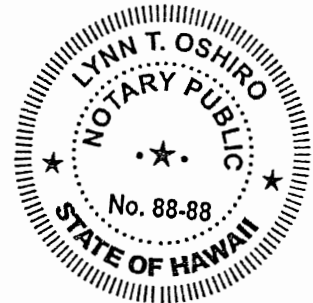
Document Identification or Description: Warranty Deed
With Restrictions and Covenants

Doc. Date: Undated at time of notarization

No. of Pages: 16 Jurisdiction: First Circuit
(in which notarial act is performed)

Lynn T. Oshiro 2/3/10
Signature of Notary Date of Notarization and
Certification Statement

Lynn T. Oshiro
Printed Name of Notary



(Official Stamp or Seal)

STATE OF HAWAII

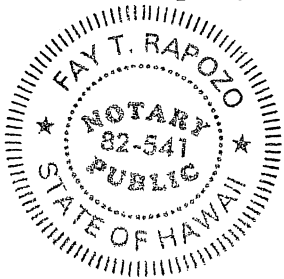
)

) SS:

COUNTY OF KAUAI

)

On this ____ day of FEB 3 - 2010, 2010, before me personally appeared WALLACE G. REZENTES, JR., 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.



Signature: _____

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

8-18-2010

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Warranty Deed
With Restrictions and Covenants

Doc. Date: FEB 3 - 2010

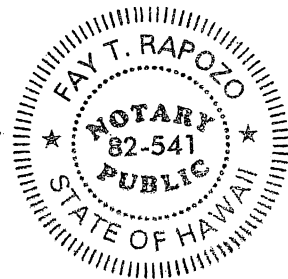
No. of Pages: 16 Jurisdiction: 5th Circuit
(in which notarial act is performed)

Signature of Notary
Fay T. Rapozo

FEB 3 - 2010

Date of Notarization and
Certification Statement

FAY T. RAPOZO
Printed Name of Notary



(Official Stamp or Seal)

STATE OF HAWAII

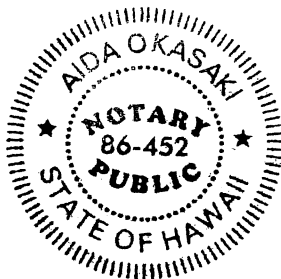
)

) SS:

COUNTY OF KAUAI

)

On this 18th day of February 2010, before me personally appeared PETER A. NAKAMURA, 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.



Signature: _____

Name: Aida Okasaki
Notary Public, State of Hawaii

My commission expires: May 3, 2011

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Warranty Deed
With Restrictions and Covenants

Doc. Date: Undated at time of notarization

No. of Pages: 17 Jurisdiction: Fifth Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary



(Official Stamp or Seal)

LOT A

LAND SITUATED AT ELEELE, KOLOA, KAUAI, HAWAII

Being Portions of Royal Patent 4485, Land Commission Award 7712,
Apana 5 to M. Kekuanaoa

Beginning at the southwest corner of this parcel of land, on the north side of Halewili Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puolo" being 4,722.82 feet North and 10,419.33 feet East, thence running by azimuths measured clockwise from true South:

- | | | |
|----|--------------|---|
| | | along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being: |
| 1. | 226° 42' 30" | 70.71 feet; |
| 2. | 181° 42' 30" | 100.00 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B); |
| | | thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the right with a radius of 1,340.00 feet, the chord azimuth and distance being: |
| 3. | 189° 33' 14" | 365.83 feet; |
| | | thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being: |
| 4. | 150° 01' 29" | 73.58 feet; |
| 5. | 102° 39' | 317.34 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B); |
| | | thence along the remainder of R.P. 4485, L.A. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 1,645 feet, the chord azimuth and distance being: |

EXHIBIT "A"

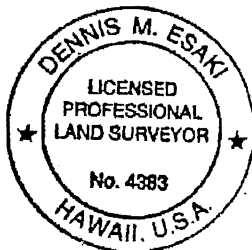
Page 1 of 5

6.	93° 46'	508.05	feet;
7.	84° 53'	235.26	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B); thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the right with a radius of 550.00 feet, the chord azimuth and distance being:
8.	100° 44'	300.43	feet;
9.	206° 35'	1,397.79	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot 10);
10.	136° 41'	376.73	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot 10);
11.	226° 41'	1,233.27	feet along the southeast side of Kaumualii Highway; thence along the southeast side of Kaumualii Highway, on a curve to the right with a radius of 2,470.00 feet, the chord azimuth and distance being:
11.	228° 30' 27"	157.25	feet; thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:
12.	3° 30' 27"	72.93	feet;
13.	316° 41'	600.40	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5; thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the right with a radius of 982.00 feet, the chord azimuth and distance being:
14.	351° 38'	1,125.10	feet;

EXHIBIT "A"
Page 2 of 5

- | | | |
|-----------------|--------|--|
| 15. 26° 35' | 983.25 | feet along the remainder of R.P. 4485,
L.C. Aw. 7712:5; |
| | | thence along the remainder of R.P.
4485, L.C. Aw. 7712:5 on a curve to
the left with a radius of 1,744.00 feet,
the chord azimuth and distance being: |
| 16. 14° 08'45" | 553.08 | feet; |
| 17. 1° 42'30" | 100.00 | feet along the remainder of R.P. 4485,
L.C. Aw. 7712:5; |
| | | thence along the remainder of R.P.
4485, L.C. Aw. 7712:5 on a curve to
the left with a radius of 50.00 feet, the
chord azimuth and distance being: |
| 17. 316° 42'30" | 70.71 | feet; |
| 18. 91° 42'30" | 156.00 | feet along the north side of Halewili
Road to the point of beginning and
containing an area of 75.000 acres. |

SUBJECT, HOWEVER, to Easements D-1 and W-1.



Lihue, Hawaii
January 2010

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki".

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Roadways, ditches and reservoirs as indicated on tax map.
3. The Wahiawa Stream and the free flowage thereof as indicated on tax map.

4. GRANT

TO : CITIZENS UTILITIES COMPANY, whose interest is now held
by KAUAI ISLAND UTILITY CO-OP

DATED : May 18, 1989

RECORDED : Document No. 90-034891

GRANTING : a perpetual nonexclusive easement for utility purposes

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION

DATED : January 17, 1991

RECORDED : Document No. 91-009980

6. RIGHT-OF-ENTRY

TO : CITIZENS UTILITIES COMPANY, whose interest is now held
by KAUAI ISLAND UTILITY CO-OP

DATED : October 1, 1991

RECORDED : Document No. 92-010957

GRANTING : a right of entry for utility purposes

7. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : July 21, 1992

RECORDED : Document No. 92-131587

PARTIES : A&B PROPERTIES, INC., a Hawaii corporation, and the BOARD
OF WATER SUPPLY, COUNTY OF KAUAI, a political
subdivision of the State of Hawaii

RE : water tank

EXHIBIT "A"

4 of 5

8. NOTICE OF DEDICATION

DATED : Effective July 1, 2005
RECORDED : Document No. 2005-020297
BY : McBRYDE SUGAR COMPANY, LTD.
RE : dedication of land for agriculture purposes
PERIOD : 10 year

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF IMPORTANT AGRICULTURAL LANDS

DATED : March 12, 2009
RECORDED : Document No. 2009-038460

EXHIBIT "A"

5 of 5

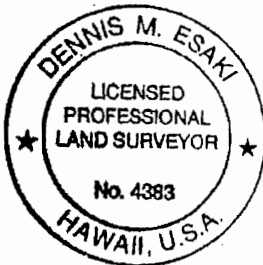
EASEMENT W-1
(For Water Purposes)

LAND SITUATED AT ELEELE AND WAHIAWA, KOLOA, KAUAI, HAWAII

Being a Portion of Lot A
Being Also a Portion of Royal Patent 4485,
Land Commission Award 7712, Apana 5 to M. Kekuanaoa

Beginning at the north corner of this parcel of land, on the southeast side of Kaumualii Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOLO" being 6,964.57 feet North and 9,525.98 feet East, thence running by azimuths measured clockwise from true South:

- | | | |
|-------------|--------|--|
| 1. 316° 41' | 222.71 | feet along the remainder of Lot A; |
| 2. 46° 41' | 10.00 | feet along the remainder of Lot A; |
| 3. 136° 41' | 222.71 | feet along Lot 10; |
| 4. 226° 41' | 10.00 | feet along the southeast side of Kaumualii Highway, to the point of beginning and containing an area of 2,227 square feet. |



Lihue, Hawaii
January 2010

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

EASEMENT D-1
(For Drain Purposes)

LAND SITUATED AT ELEELE AND WAHIAWA, KOLOA, KAUAI, HAWAII

Being a Portion of Lot A
Being Also a Portion of Royal Patent 4485,
Land Commission Award 7712, Apana 5 to M. Kekuanaoa

Beginning at the southwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOLO" being 5,433.60 feet North and 9,151.65 feet East, thence running by azimuths measured clockwise from true South:

- | | | |
|-----------------|----------|--|
| 1. 206° 35' | 1,302.29 | feet along Lot 10; |
| 2. 313° 30' | 10.45 | feet along the remainder of Lot A; |
| 3. 26° 35' | 1,255.22 | feet along the remainder of Lot A; |
| 4. 296° 35' | 93.85 | feet along the remainder of Lot A; |
| 5. 26° 35' | 10.00 | feet along the remainder of Lot A; |
| 6. 116° 35' | 93.85 | feet along the remainder of Lot A; |
| 7. 26° 35' | 33.94 | feet along the remainder of Lot A; |
| | | thence along Lot B, on a curve to the right with a radius of 550 feet, the chord azimuth and distance being: |
| 8. 116° 03' 44" | 10.00 | feet to the point of beginning and containing an area of 13,943 square feet. |



Lihue, Hawaii
January 2010

DESCRIPTION PREPARED BY:
ESAKI SURVEYING & MAPPING, INC.

A handwritten signature of Dennis M. Esaki in black ink.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383

Policy of Title Insurance
HAWAII STANDARD OWNER'S POLICY (1998)

Policy No. 7207011- 3295

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

CHICAGO TITLE INSURANCE COMPANY

Insurance Agent
Title Guaranty of Hawaii, Inc.
P.O. Box 3084
Honolulu, HI 96802
(808) 533-6261

Kaheun L. Maika
Authorized Signatory



By:

Robert M. Miller

President

ATTEST

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant or any agent of the insured claimant and not disclosed in writing to the Company by the insured prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
5. Taxes, assessments or obligations levied or created for any public purpose or improvement, unless the amount thereof has been fixed, is payable and is shown as a lien in the public records at Date of Policy.
6. Any facts, rights, interest or claims which are not recorded in the public records at Date of Policy but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof or of the lessors in any lease of the land.
7. Easements or claims of easements which are not recorded in the public records at Date of Policy.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey or archaeological study would disclose.
9. 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.
10. Rights or claims of persons or entities other than the insured involving or arising out of: mineral or metallic mines; geothermal resources; water; fishing, commerce or navigation; creation or loss of the land or any portion thereof by accretion, avulsion, erosion or artificial means; persons residing on or otherwise in possession of the land or any portion thereof; trails, roadways or other rights of way, including without limitation any such rights or claims under Chapter 264, Hawaii Revised Statutes.
11. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land, whether furnished before or after Date of Policy and regardless of the legal effective date of any such lien or claim, unless at the Date of Policy such lien or claim was recorded in the public records or filed in the Circuit Court pursuant to Chapter 507, Hawaii Revised Statutes.
12. Any claim arising as a result of the inability or failure of the Insured to comply with applicable doing business laws of the State of Hawaii.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in the policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any

authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the amount of insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in the applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the

name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitations, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000, shall be arbitrated only when agreed to by both the Company and the insured; Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

**Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294**

SCHEDULE A

Premium: \$5,040.00

Amount of Insurance: \$2,500,000.00

Date of Policy: February 26, 2010 at 8:01 a.m.

Policy No.: G74-000003295

Agent's No.: 200957323

Hawaii Standard Owner's Policy (1998)

1. Name of Insured:

COUNTY OF KAUAI, a municipal corporation, as Fee Owner

2. Title to the estate or interest in the land is vested in:

THE NAMED INSURED

3. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

4. The land referred to in this policy is described as follows:

See Schedule C.

SCHEDULE B

All matters set forth in the paragraphs below the caption "Exclusions from Coverage" on the inside cover of this Policy and the following matters are expressly excluded from the coverage of this Policy and the Company will not pay loss or damage, costs, attorney's fees or expenses which arise by reason thereof.

1. Real Property Taxes have been fully paid up to and including June 30, 2010.

Tax Key: (4) 2-1-001-027 Area Assessed: 558.647 acres

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Roadways, ditches and reservoirs as indicated on tax map.
4. The Wahiawa Stream and the free flowage thereof as indicated on tax map.

SCHEDULE B CONTINUED

5. GRANT

TO : CITIZENS UTILITIES COMPANY, whose interest is now
held by KAUAI ISLAND UTILITY CO-OP

DATED : May 18, 1989

RECORDED : Document No. 90-034891

GRANTING : a perpetual nonexclusive easement for utility
purposes

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION

DATED : January 17, 1991

RECORDED : Document No. 91-009980

7. RIGHT-OF-ENTRY

TO : CITIZENS UTILITIES COMPANY, whose interest is now
held by KAUAI ISLAND UTILITY CO-OP

DATED : October 1, 1991

RECORDED : Document No. 92-010957

GRANTING : a right of entry for utility purposes

8. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : July 21, 1992

RECORDED : Document No. 92-131587

PARTIES : A&B PROPERTIES, INC., a Hawaii corporation, and the
BOARD OF WATER SUPPLY, COUNTY OF KAUAI, a political
subdivision of the State of Hawaii

RE : water tank

SCHEDULE B CONTINUED

9. NOTICE OF DEDICATION

DATED : Effective July 1, 2005
RECORDED : Document No. 2005-020297
BY : MCBRYDE SUGAR COMPANY, LTD.
RE : dedication of land for agriculture purposes
PERIOD : 10 year

10. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF IMPORTANT AGRICULTURAL LANDS

DATED : March 12, 2009
RECORDED : Document No. 2009-038460

11. DESIGNATION OF EASEMENT "W-1"

PURPOSE : water
SHOWN : on subdivision map prepared by Dennis M. Esaki,
Land Surveyor, with Esaki Surveying & Mapping,
Inc., dated January 7, 2010, approved by the
Chairman, Planning Commissioner, of the County of
Kauai, on January 12, 2010

12. DESIGNATION OF EASEMENT "D-1"

PURPOSE : drain
SHOWN : on subdivision map prepared by Dennis M. Esaki,
Land Surveyor, with Esaki Surveying & Mapping,
Inc., dated January 7, 2010, approved by the
Chairman, Planning Commissioner, of the County of
Kauai, on January 12, 2010

13. 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.

SCHEDULE B CONTINUED

14. Any unrecorded leases and matters arising from or affecting the same.
15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
16. The terms and provisions contained in the following:

INSTRUMENT : WARRANTY DEED WITH RESTRICTIONS AND COVENANTS

DATED : February 3, 2010

RECORDED : Document No. 2010-026559

The foregoing includes, but is not limited to, matters relating to restrictions on use.

END OF SCHEDULE B

SCHEDULE C

The land referred to in this policy is described as follows:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4485, Land Commission Award Number 7712, Apana 5 to M. Kekuanaoa) situate, lying and being at Eleele, Koloa, Island and County of Kauai, State of Hawaii, being LOT A, and thus bounded and described as per survey dated January __, 2010, to-wit:

Beginning at the southwest corner of this parcel of land, on the north side of Halewili Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOLO" being 4,722.82 feet north and 10,419.33 feet east, thence running by azimuths measured clockwise from true South:

along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:

1. 226° 42' 30" 70.71 feet;

2. 181° 42' 30" 100.00 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B);

thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the right with a radius of 1,340.00 feet, the chord azimuth and distance being:

3. 189° 33' 14" 365.83 feet;

SCHEDULE C CONTINUED

				feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:
4.	150°	01' 29"	73.58	feet;
5.	102°	39'	317.34	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B);
				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the left with a radius of 1,645 feet, the chord azimuth and distance being:
6.	93°	46'	508.05	feet;
7.	84°	53'	235.26	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B),
				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot B), on a curve to the right with a radius of 550.00 feet, the chord azimuth and distance being:
8.	100°	44'	300.43	feet;
9.	206°	35'	1,397.79	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot 10);
10.	136°	41'	376.73	feet along the remainder of R.P. 4485, L.C. Aw. 7712:5 (Lot 10);
11.	226°	41'	1,233.27	feet along the southeast side of Kaumualii Highway;
				thence along the southeast side of Kaumualii Highway, on a curve to the right with a radius of 2,470.00 feet, the chord azimuth and distance being:
11.	228°	30' 27"	157.25	feet;

SCHEDULE C CONTINUED

				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:
12.	3°	30'	27"	72.93 feet;
13.	316°	41'		600.40 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5;
				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the right with a radius of 982.00 feet, the chord azimuth and distance being:
14.	351°	38'		1,125.10 feet;
15.	26°	35'		983.25 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5;
				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the left with a radius of 1,744.00 feet, the chord azimuth and distance being:
16.	14°	08'	45"	553.08 feet;
17.	1°	42'	30"	100.00 feet along the remainder of R.P. 4485, L.C. Aw. 7712:5;
				thence along the remainder of R.P. 4485, L.C. Aw. 7712:5 on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:
17.	316°	42'	30"	70.71 feet;
18.	91°	42'	30"	156.00 feet along the north side of Halewili Road to the point of beginning and containing an area of 75.000 acres, more or less.

SCHEDULE C CONTINUED

**BEING THE PREMISES ACQUIRED BY WARRANTY DEED WITH RESTRICTIONS
AND COVENANTS**

**GRANTOR : MCBRYDE SUGAR COMPANY, LIMITED, a Hawaii
corporation**

GRANTEE : COUNTY OF KAUAI, a municipal corporation

DATED : February 3, 2010

RECORDED : Document No. 2010-026559

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.