

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the lesser of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

COUNTY OF KAUAI,
a municipal corporation,
as Fee Owner

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of November 25, 2016 at 8:00 a.m.

Inquiries concerning this report
should be directed to
OFELIA LOPEZ.
Email olopez@tghawaii.com
Fax (808) 521-0288
Telephone (808) 533-5831.
Refer to Order No. 201660758.

Exhibit 6

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (4) 2-1-001-054 Area Assessed: 75.000 acres

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature.
3. Any and all matters not shown in the Indices described in Schedule A.
4. Any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches.
5. Roadways, ditches and reservoirs as indicated on tax map.
6. The Wahiawa Stream and the free flowage thereof as indicated on tax map.

7. 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

SCHEDULE B CONTINUED

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION - *LUL reclassification*
DATED : January 17, 1991
RECORDED : Document No. 91-009980

9. 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

10. 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

11. 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

SCHEDULE B CONTINUED

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF IMPORTANT AGRICULTURAL LANDS

DATED : March 12, 2009

RECORDED : Document No. 2009-038460

DECLARATION OF IMPORTANT AGRICULTURAL LANDS; EXHIBITS "A" AND "B"
dated February 18, 2015, recorded as Document No. A-55290646.

13. 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

14. 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

15. 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.

SCHEDULE B CONTINUED

16. GRANT

TO : HABITAT FOR HUMANITY, KAUAI, a Hawaii nonprofit corporation

DATED : October 7, 2010

RECORDED : Document No. 2010-158391

GRANTING : nonexclusive easements for drainage, drainage detention basin and waterline purposes

17. GRANT

TO : BOARD OF WATER SUPPLY, COUNTY OF KAUAI

DATED : October 27, 2011

RECORDED : Document No. A-43940692A thru A-43940692B

GRANTING : Easement W-1 and W-2 for water purposes

18. 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.

19. Any unrecorded leases and matters arising from or affecting the same.

20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

END OF SCHEDULE B

SCHEDULE C

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;

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);

SCHEDULE C CONTINUED

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;
			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;

SCHEDULE C CONTINUED

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.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the lesser of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

TAX MAP KEY NOT FOUND

(4) 2-1-001-054-0000

