



August 30, 2019

LAND USE COMMISSION
STATE OF HAWAII

2019 SEP -6 A 10:14

Mr. Daniel Orodener, Executive Officer
State of Hawaii Land Use Commission
235 South Beretania Street #406
Honolulu, Hawaii 96813

VIA REGULAR MAIL

Re: Docket No. A06-771 D.R. Horton-Schuler Homes, LLC
Notice of Sale of Property within the Petition Area

Dear Mr. Orodener,

In accordance with Condition 22 of the Decision and Order in the above captioned docket, Petitioner D.R. Horton - Schuler Homes, LLC ("D.R. Horton") hereby notifies the Land Use Commission of the State of Hawaii that D.R. Horton closed on the sale of approximately 4.901 acres of land within the Petition Area.

More specifically, D.R. Horton conveyed Lot 20140, 4.901 acres, more or less, as shown on Map 1693 (enclosed), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") with Land Court Application No. 1069, to The Queen's Medical Center via Limited Warranty Deed and Reservation of Rights recorded August 30, 2019, in the Land Court as Document No. T-10833278.

Should you have any questions, please feel free to contact me at (808) 372-3073.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Q. Bruhl".

Robert Q. Bruhl
Division President

Enclosure



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

August 30, 2019 8:01 AM

Doc No(s) T-10833278
on Cert(s) 1176186
Issuance of Cert(s) 1181624

LAND USE COMMISSION
STATE OF HAWAII

2019 SEP -6 A 10:14



1 4/5 YH
B-33380271

/s/ LESLIE T. KOBATA
ASSISTANT REGISTRAR

Conveyance Tax: \$66,150.00

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP (X)

TG: 201856730-S

Case Lombardi & Pettit (DML)
737 Bishop Street, Ste. 2600
Honolulu, HI 96813
Telephone No. (808) 547-5400

TGE: 210-18120137

BARBARA PAULO
Total Pages: 19 LC/3

Tax Map Key No.: (1) 9-1-017-138

LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS
(Queens at Ho'opili)

THIS LIMITED WARRANTY DEED AND RESERVATION OF RIGHTS (this "Deed") is made as of August 30, 2019, by and between D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company ("Grantor"), the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii, 96813, and THE QUEEN'S MEDICAL CENTER, a Hawaii nonprofit corporation ("Grantee"), the address of which is 1301 Punchbowl Street, Honolulu, Hawaii 96813.

WITNESSETH THAT:

For Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee that certain real property described in Exhibit "A" (the "Property");

TOGETHER WITH the reversions, remainders, rents, issues and profits and all of the estate, right, title and interest of Grantor, both at law and in equity, in and to the Property; and all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, subject to the terms, conditions, reservations contained in this Deed and in Exhibit "A";

SUBJECT, HOWEVER, to the easements, restrictions, liens and other encumbrances on or affecting the Property set forth in Exhibit "A", and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgements, and other encumbrances set forth in Exhibit "A", including without limitation that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document Number T-9864231 (as such declaration may be amended, modified, and/or supplemented, the "**Master Declaration**"); that certain Supplemental Declaration Designating Land Use Classification, Subdistrict, Assessment, and Voting Rights of Phase 2 Parcel 21 of Ho'opili, recorded in the Land Court as Document No. T-10833276 (as such declaration may be amended, modified, and/or supplemented, the "**Supplemental Declaration**"); and that certain Declaration of Restrictive Covenants for Affordable Housing recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Number T-10833277 (as such declaration may be amended, modified, and/or supplemented, the "**Affordable Housing Declaration**"), and which shall in all respects control over this Deed, burden the Property and benefit Grantor. The Master Declaration, Supplemental Declaration and Affordable Housing Declaration are collectively referred to as the "**Declarations**".

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, absolutely and in fee simple, subject to the rights reserved to Grantor as provided herein.

All Exhibits to which reference is made in this Deed are attached hereto, and are incorporated herein by such reference.

LIMITATIONS ON USE OF THE PROPERTY BY GRANTEE.

Grantee acknowledges that the Property is part of Grantor's Ho'opili project (hereinafter "**Ho'opili**") comprised of approximately 1,531 acres in East Kapolei, Ewa District, Oahu, Hawaii (the "**Ho'opili Project Lands**"). Grantee covenants and agrees that all use and improvement of the Property shall comply with all applicable zoning and land use regulations and shall conform to the limitations specified in the Declarations, Grantor's master plans for Ho'opili, including without limitation, master plans for infrastructure, utility service, water, sewer, drainage and roadways (collectively the "**Master Plans**"), and the Ho'opili Urban Design Plan for the Development and Review of the Residential, TOD 1, Industrial Mixed-Use and Integrated Commercial/ Residential Neighborhoods, dated May 11, 2018, submitted to and approved by the Department of Planning and Permitting of the City and County of Honolulu (the "**County**"), as the same may be amended or updated, all of which affect and/or limit the use, enjoyment, density and development of the Property. Without limiting the foregoing, Grantee acknowledges and agrees that the Supplemental Declaration restricts Grantee's development and use of the Property. Grantee further covenants and agrees that such use and improvement restrictions set forth in the Declarations, including, without limitation, the specific limitation on the nature and extent of improvements set out in the Supplemental Declaration: (i) run with the land, (ii) are intended to benefit the Ho'opili Project Lands, (iii) bind the Grantee's successors and assigns, and (iv) are enforceable by Grantor, its successor and assigns, and the Declarant under the Master Declaration. Notwithstanding any provision to the contrary, (1) Grantee shall not use the Property for any for sale residential development without Grantor's approval, which may be withheld in Grantor's sole and absolute discretion, and (2) in the event all or any portion of the Property is developed for any residential use, Grantee (and, if not so developed by Grantee, Grantee's successors or assigns who subsequently elect to develop all or a portion of the Property for residential use), shall be obligated to reimburse Grantor for the portion of the

education contribution fees paid by Grantor or deemed to have been paid or satisfied by Grantor under that certain Educational Contribution Agreement for Ho'opili dated November 5, 2009, by and between Grantor and the State of Hawaii Department of Education at the rate levied per unit pursuant to Hawaii Revised Statutes Section 302(a) in the amount of \$1,677 per unit for each single family residential unit and \$927 per unit for each multi-family residential unit.

RIGHTS RESERVED TO GRANTOR.

Grantee, for itself and all of Grantee's affiliates, including any person claiming by, through or under Grantee, and their respective past, present and future officers, directors, members, shareholders, employees, contractors, consultants and representatives and any successors in interest or assignees of Grantee or any of the foregoing parties (the "**Grantee Parties**"), acknowledges that the Property is surrounded by, is located adjacent to, and is in the vicinity of other lands owned by or in which Grantor has an interest, including without limitation the Ho'opili Project Lands ("**Grantor's Lands**"), and that Grantor's Lands may be used and/or developed for various purposes from time to time as deemed appropriate by Grantor in its sole and absolute discretion, including, without limitation for various agricultural, residential, commercial and industrial development and other purposes, all of which may negatively impact air and light affecting the Property and/or Grantee's use and enjoyment of the Property, and Grantee, for itself and all Grantee Parties, hereby consents to any such use and/or development of Grantor's Lands.

Grantor reserves a perpetual and nonexclusive easement and right of way on and over the approximate 7,160 square foot area on the Property along Lots 20142 and 20144 in the general area depicted as Easement 11406, area 3,580 square feet, and Easement 11407, area 3,580 square feet, as shown on Map 1693 of Land Court Application 1069, as set forth by Order filed as Land Court Document No. T-10731232, for landscape and irrigation purposes or as may reasonably be deemed necessary or convenient by Grantor in connection with the use or development of Grantor's Lands. In addition, there is hereby created a perpetual easement in favor of Grantor and its designees (which may include, without limitation, the City and County of Honolulu (the "**County**"), the State of Hawaii, any association of home or unit owners, any owner or developer of Grantor's Lands, and any person or entity providing utility services) on, across, over, under and through any and all (all such easements and rights in respect thereof are referred to herein as the "**Reserved Easements**") (i) roadways, (ii) rights-of-way, (iii) easements, and (iv) rights-of-access (including pedestrian and vehicular access), now existing or later created in or on the Property, including without limitation those described in **Exhibit "A"**, including therewith a right of access to the same, for any purposes determined to be necessary for or convenient to the development of Grantor's Lands, including without limitation for the installation, construction, replacement, repair, maintenance, operation, and relocation of (a) potable, non-potable, and irrigation water transmission lines and facilities; (b) all utilities, whether public or private, including telephone, electrical (including photovoltaic, wind, geothermal and other methods for the creation and delivery of electric power or substitute therefore), gas, cable TV, and telecommunications data (including electromagnetic and optical transmission); (c) installation of electrical and telecommunications cables within electrical and telecommunications conduits installed by Grantee (but only to the extent there is adequate space within such conduits for such additional cables after all of Grantee's cables have been installed therein); (d) sanitary and storm sewers, drainage, and flowage; (e) facilities of a public access and use nature and signage in respect thereof; (f) landscaping; and in addition thereto for the use of and by emergency vehicles of all types, and for other purposes as Grantor, in its discretion, may from time to time determine; together with the right to (i) designate, create, reserve, or relocate ("**Designate**"); (ii) abandon or cancel ("**Abandon**"); (iii) transfer, assign,

grant, convey, license, or permit the use of ("**Transfer**"); and otherwise exercise and deal with, in whole or in part, on an exclusive or non-exclusive basis, on a limited term and/or on a perpetual basis, the Reserved Easements by subdivision and Land Court action, dimensioned as reasonably determined by Grantor; together with the right to grant the same for the benefit of Grantor, Grantor's Lands, other persons, other adjacent properties, and any other party that Grantor reasonably deems necessary for such other party's use or enjoyment of Grantor's Lands, including without limitation any utility companies, governmental or quasi-governmental agencies or entities on such terms and conditions as Grantor, in Grantor's sole discretion, deems reasonable; together with the right to connect and tie-in to any utility service, including without limitation, facilities for the transmission of potable, irrigation, and non-potable water, telephone, electricity, gas, cable TV and telecommunications data and the conduits therefor, sanitary sewage, or storm drainage, to be located within the Property constructed by Grantee and access any unused and unreserved capacity in such facilities without cost; all without the joinder or consent of Grantee, its successors, assigns or mortgagees, or any other person.

Without limitation of the foregoing, Grantee, for itself and all Grantee Parties, agrees to cooperate and take such actions as necessary or convenient to pursue and obtain all applicable approvals and authorizations to effectively Designate, Abandon, or Transfer such Reserved Easements; and to execute and record one or more instruments conveying to Grantor or its designee any such Reserved Easements across such areas and to take such actions as may be requested by Grantor in connection with any Designation, Abandonment or Transfer of the Reserved Easements in connection with Grantor or any other party, including without limitation, any designees herein above identified.

By virtue of the Reserved Easements, it shall be expressly permissible for Grantor and its designees, assignees, contractors, grantees and/or the providing utility company to make, construct, install (including, without limitation, underground installation), and maintain (including inspect, alter, repair, refurbish, relocate, and the like) at Grantor's expense, necessary and convenient improvements and structures of every type and category, including without limitation, facilities, wires, circuits, conduits, cables, structure pads and stanchions, meters and related appurtenances, equipment, and landscaping within the Reserved Easements, and install signage related thereto; and to enter upon the Property in order to access the Reserved Easements to accomplish the foregoing and to take reading of any meter relating to the provision of any utility or service.

Grantor's Reserved Easements shall be exercised, Designated, Abandoned, and Transferred in a manner that will not unreasonably impair or interfere with Grantee's intended use of the Property. Grantor shall provide Grantee at least sixty (60) days' advance written notice of the intent to create, designate, relocate, cancel, grant, convey, abandon or exercise the Reserved Easements and coordinate the same with Grantee in order to minimize any impairment or interference that may result from such action.

RESPONSIBILITY FOR GOVERNMENTAL AGENCY FEES.

Grantee shall be responsible for any and all fees levied by Governmental Agencies relating to the Property accruing after the date hereof, including, without limitation, water (source, storage and transmission), sewer, electrical and Ewa transportation impact fees, parks or other requirements relating to the Park Dedication Rules and Regulations of the County. Grantor shall be responsible for any school impact fees relating to the Property. For purposes of this instrument, "**Governmental Agencies**" means any local, city, county, state and/or federal governmental or quasi-governmental agencies, authorities or regulatory bodies

administrative agencies, community facilities districts or other districts, and any public or private utility companies having jurisdiction over the Property.

GRANTOR'S RETENTION OF FEE CREDITS, DEPOSITS AND REIMBURSEMENTS.

Grantor will retain, and will not transfer to Grantee, any and all (i) school, park and other fee credits, (ii) deposits with utility companies or Governmental Agencies, and (iii) reimbursement rights related to the Property.

PROPERTY IS SUBJECT TO SURROUNDING LAND USES.

Grantee, for itself and all Grantee Parties, acknowledges that in addition to being adjacent to and in the vicinity of Grantor's Lands, the Property is located near or adjacent to lands and properties owned by parties other than Grantor (the "**Adjacent Properties**"), all of which are or may be used or developed for various purposes, including without limitation, agricultural uses and purposes. As such, the Property may periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of every kind created by or resulting from such agricultural, development and other uses of and activities on such Adjacent Properties and Grantor's Lands. Grantee, on behalf of itself and all Grantee Parties, hereby irrevocably and unconditionally waives and releases and forever discharges Grantor for any claim of nuisance, personal injury, illness or other loss, damage or other harm caused by or related to the presence, lawful operation, and/or lawful development of such Adjacent Properties or Grantor's Land. The foregoing shall not prevent Grantee from pursuing all remedies legally available to Grantee in the event of any violation of zoning or illegal nuisance activities on Adjacent Properties.

LIMITATION ON USE OF THE HO'OPILI TRADE NAME.

Grantee and all Grantee Parties shall not use the trade name "Ho'opili," or any substantially similar variation thereof, in any manner relating to the Property or use of the Property without the express written consent of Grantor, which such consent may be withheld or conditioned in Grantor's sole and absolute discretion.

ACCEPTANCE OF PROPERTY "AS-IS".

Grantee is acquiring the Property "as is, where is" and with all faults, liabilities, and defects, latent or otherwise, known or unknown, in its present state and condition as of the date hereof, with no rights of recourse against Grantor or any Grantor Parties for same. Grantee acknowledges that Grantee has been granted a complete opportunity to conduct its own investigation as to any matter, fact, or issue which might influence Grantee's acquisition of the Property. Grantee represents and warrants that Grantee is a sophisticated, experienced investor in properties such as the Property, and has thoroughly inspected the Property employing its own experts for such purpose. Grantee acknowledges and agrees that, as between Grantee and Grantor, if the Property proves to be defective in any way, Grantee assumes the entire cost of all necessary repairs. Grantee understands and agrees that Grantor makes no warranties regarding, and shall have no liability whatsoever with respect to, the accuracy, correctness, completeness or suitability of the property documents provided to Grantee during Grantee's investigation of the Property (the "**Property Documents**"). As used herein, "Grantor Parties" means Grantor, any affiliate of Grantor, and their past, present and future officers, directors, members, shareholders, employees, and representatives and any successors in interest or assignees of Grantor or any of the foregoing parties.

DISCLAIMER BY GRANTOR.

Grantee acknowledges and agrees that neither Grantor nor any Grantor Parties have made, and Grantee is not relying on, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to and, as of the date hereof, Grantee agrees to assume any and all risks and liabilities as to, concerning, or with respect to the Property and regardless of when occurring, whether before or after the date hereof, (collectively "**Property Matters**") including: (i) the value of the Property and the potential for sales or leases of any improvements; (ii) any income or profit to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses which Grantee may conduct thereon, including the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (iv) the nature, quality, state of repair or lack of repair or the condition of the Property, including, with respect to water conditions, soil, geological or geotechnical condition such as soil expansiveness, corrosivity, or stability, or seismic, hydrological, geological and topographical conditions and configurations; (v) the compliance of or by Grantor, the Property, or its operation with any codes, laws, rules, ordinances, or regulations of any applicable governmental authority or body; (vi) the condition of the existing improvements, the existence of any design or construction defects therein, the adequacy thereof for development of the Property and the nature, manner or quality of the construction or materials incorporated into the Property; (vii) the compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other laws; (viii) the construction, design, engineering or other work with respect to the Property, including the existing improvements and the grading and compaction of the Land, provided or performed by, caused by or attributed to Grantor or Grantor Parties, including any defects therein; (ix) the ability to develop, sell or lease any improvements on the Property; (x) compliance with any Hazardous Materials Laws or other laws, rules, regulations, orders, codes or requirements, including the Americans with Disabilities Act of 1990 (all as may be amended from time to time); (xi) the presence or absence of Hazardous Materials at, on or under the Property; (xii) the content, completeness or accuracy of the Property Documents (xiii) the conformity of the Property to any plans or specifications or to past, current or future applicable zoning or building requirements, including any specifications that may have been or may be provided to Grantee; (xiv) any slope failure or subsurface geologic or groundwater condition and any deficiency of any undershoring; (xv) the deficiency of any drainage; (xvi) the fact that all or a portion of the Property may be located on or near an earthquake fault line or in or near an earthquake or seismic hazard zone; (xvii) the existence or adequacy of any land use, zoning or building entitlements affecting the Property and the need for any additional entitlements, permits or approvals in connection with the proposed development of the Property; (xviii) the existence and possible location of any encroachments; (xix) the existence or potential future existence of improvement districts or any other assessment districts or additional governmental or administrative fees, costs, levies or assessments; (xx) any sales, marketing, governing documents, applications or other materials prepared by Grantor or processed by Grantor; (xxi) water rights or the availability of or access to water for the Property; (xxii) the presence or suitability of any utilities or availability thereof, or (xxiii) the associations and any assessments therefor, and the act or failure to act of any association (whether or not Grantor and/or any of the Grantor Parties are on the board of directors of such association or are on a committee thereof or are an officer, agent or representative thereof); (xxiv) the existing and future development or use of the Property; (xxv) any representation, statement or disclosure by Grantee or any of the Grantee Parties or Grantee's failure to make adequate disclosures to purchasers of any improvements; and (xxviii) any other matter relating to the Property or to the development, construction, operation,

ownership, rental or sale of the Property. As used herein, "**Hazardous Materials**" means any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any Hazardous Materials Law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos and asbestos containing materials, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint and (J) mold, rot, fungi and bacterial matter and includes the following substances to the extent such substances would constitute a hazardous substance under the applicable law as of the date hereof, including: (i) the substances included within the definitions of the terms "hazardous substance" or "hazardous material" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*, and regulations promulgated thereunder, as amended, (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) the substances designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (iv) any waste listed as or meeting the identified characteristics of a "hazardous waste" under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 *et seq.*, and regulations promulgated thereunder, as amended, and (v) the substances included within the definitions of the terms "hazardous substance" pursuant to Chapters 128D of the Hawaii Revised Statutes, and regulations promulgated thereunder, as amended. "**Hazardous Materials Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 *et seq.*), and all applicable laws of the State of Hawaii (including without limitation Hawaii Revised Statutes Chapters 128D, 128E, 286, 340E and 342B through 342P, inclusive).

INVESTIGATIONS BY GRANTEE.

Grantee acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources, and that Grantor has not made

(and is under no duty to make) any independent investigation or verification of such information and makes no representations or warranties as to the accuracy or completeness of such information nor shall Grantor be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports, or other information pertaining to the Property or the operation thereof, furnished by Grantor or anyone else, or by any real estate broker, agent, representative, employee, or other person acting on Grantor's behalf. Grantee expressly waives, and Grantor expressly disclaims, any and all warranties of any type or kind. Such waivers and disclaimers include (without limitation) any and all express or implied warranties of merchantability, habitability, quality of construction, fitness for a particular purpose or otherwise. Grantee acknowledges that by providing the Property Documents, and by providing Grantee with access to the Property, Grantor and the Grantor Parties have satisfied all disclosure obligations. To the fullest extent permitted by law, Grantee waives all implied warranties related to the Property. Grantee is assuming the entire risk as to the condition, quality and performance of the Property and if any portion of the Property proves to be defective in any way following the date hereof, Grantee assumes the risk of all costs relating to the condition of the Property and any defects in the Property, including the cost of all Claims, repair costs, resulting damage, diminution in value, personal injuries, and investigations. Without limitation of the foregoing, Grantee acknowledges and agrees that neither Grantor nor any of the Grantor Parties or any consultants of Grantor (collectively, the "**Released Parties**") shall incur any liability to Grantee by reason of furnishing any of the Property Documents to Grantee and Grantee hereby releases the Released Parties from, and waives all Claims and liability against the Released Parties for any and all statements or opinions now or hereafter made, or information now or hereafter furnished, by Grantor to Grantee or Grantee's agents or representatives. "**Claims**" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, penalties, forfeitures and expenses of any kind or nature whatsoever (including attorneys' fees and costs, and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and expenses of enforcing any indemnification, defense or hold harmless obligations under this Deed, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

WAIVER BY GRANTEE.

Without limitation of any other waiver by Grantee contained herein, Grantee, for itself and all Grantee Parties, agrees (i) to assume and does hereby assume any and all risks associated with Property and the conditions and circumstances described in this Agreement and (ii) to waive and does hereby expressly waive all rights to make any claim against Grantor and any Grantor Parties, attributable thereto including, without limitation, any claim or demand arising out of the clean-up or remediation of any Hazardous Materials on the Property whether discovered prior to or following the date hereof. No provision contained in this Section shall (1) prevent Grantee from pursuing all remedies legally available to Grantee against any third party, other than Grantor and any Grantor Parties, in the event of the migration of Hazardous Materials to or later discovery of Hazardous Materials on the Property arising out of the agricultural and development activities on Adjacent Properties or otherwise or (2) prevent Grantee from pursuing Claims against Grantor or any Grantor Parties for negligent or intentional actions taken by Grantor following the date hereof.

RELEASE.

Grantee, on behalf of itself, and all Grantee Parties hereby irrevocably and unconditionally waives and releases and forever discharges Grantor and all Grantor Parties

from any and all claims of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated that are based directly or indirectly on, arise from or in connection with, or are related to any facts, matters, circumstances, conditions, or defects (whether patent or latent) of all or any kind related to, arising from or based upon the Property or any of the Property Matters (collectively, "**Released Claims**"), including, without limitation and by way of illustration only:

(a) Any past, present or future condition of the land or the existing improvements, and regardless of whether caused in whole or in part by Grantor, regardless of when occurring, including any latent or patent defects in or to the Property or any improvements, the Property's proximity to any geological hazard, or the presence of hazardous materials in, on, about or under the Property, or which have migrated from adjacent lands to the Property or from the Property to adjacent lands, whether in common law or under any existing or hereinafter enacted federal, state or local law, regulation, or ordinance, including, without limitation, CERCLA and RCRA, as amended, and whether or not caused by the negligence or other conduct of Grantor;

(b) Any and all statements, representations, warranties, determinations, conclusions, assessments, assertions or any other information contained in any Property Documents;

(c) Any express or implied indemnity, including equitable comparable indemnity, including claims arising out of any construction and/or design defect claims (whether actual or alleged) made by occupants or purchasers of any improvements or the associations or any governmental or administrative agencies or authorities or any other individuals or entities;

(d) The planning, design, development, construction, use, occupancy, lease and sale of the Property and/or any portion thereof and/or any components, facilities, or appurtenances therein;

(e) Any non-compliance with laws or regulations asserted by purchasers or lessees of any improvements, the associations, any governmental or administrative agencies or authorities or any other individuals or entities;

(f) The construction, ownership, operation, management, condition and/or use of the Property by Grantor and Grantor Parties, including any acts or omissions of Grantor or any affiliate of Grantor in its or their capacity as a general contractor for construction of the existing improvements;

(g) Any subrogation rights that Grantor may succeed to either by law, settlement or otherwise;

(h) The construction, marketing, sale and leasing of any improvements, including compliance with all applicable governmental laws and requirements;

(i) The compliance of the transactions resulting in this Deed with any requirements under applicable law; and/or

(j) Any defect, inaccuracy or inadequacy in the condition of title to the Property, legal description of the Property, or covenants, restrictions, encumbrances or encroachments which affect the Property.

DISCOVERY OF OTHER INFORMATION.

Grantee hereby acknowledges and agrees that (i) Grantee may hereafter discover facts different from or in addition to those now (or hereafter) known or believed to be true regarding the Property and/or the Property Documents or any additional documents, (ii) Grantee's agreement to release, acquit and discharge Grantor and each of the other Grantor Parties as set forth herein shall remain in full force and effect, notwithstanding the existence or discovery of any such different or additional facts, and (iii) Grantee knowingly and voluntarily waives any and all rights, benefits and privileges to the fullest extent permissible under any federal, state, local, or other laws which do or would negatively affect validity or enforceability of all or part of the releases set forth in this Deed.

(a) Grantee hereby acknowledges and agrees that Grantor shall be deemed to have satisfied and fulfilled all of Grantor's obligations contained in any documents executed by Grantor for the benefit of Grantee in connection with the conveyance of the Property to Grantee, and Grantor shall have no further liability to Grantee or otherwise with respect to such agreements, the Released Claims, the conveyance of the Property delivered to Grantee.

(b) Grantee agrees on behalf of itself and all Grantee Parties never to commence or prosecute, or conspire or collude with others to commence or prosecute, against Grantor or Grantor Parties any action or other proceeding based upon any claim covered by this release.

(c) It is specifically acknowledged and agreed that each of the Grantor Parties shall be third party beneficiaries of this Deed.

(d) Each and every provision of this release shall survive until any claims against Grantor and/or Grantor Parties under any of the matters covered in this release are absolutely barred by the statute of limitations.

GRANTEE'S INDEMNIFICATION OF GRANTOR.

To the maximum extent permitted by law, irrespective of the active or passive negligence of Grantor, any of the Grantor Parties, or any of Grantor's contractors or architects (collectively, the "**Grantor Indemnified Parties**"), Grantee agrees to, and hereby does, indemnify, protect and hold each of the Grantor Indemnified Parties harmless, and agrees to defend Grantor Indemnified Parties, from and against any and all Claims resulting from, related to, pertaining to or based upon the Property, the Property Matters or the other Released Claims, whether directly or indirectly, and regardless of when occurring and regardless of whether the same were caused by Grantor or any of the Grantor Parties, including the following: (i) Grantee's or its agents' or employees' access or activities, or operation or use of any improvements, and any actions or activities related to the marketing, leasing and sale of any improvements, including Claims related to fraud, negligent representations, failure to disclose and/or misrepresentation by Grantee or any agent, employee, or salesperson of Grantee; (ii) the breach by Grantee of any representation, warranty, covenant or obligation contained in this Deed and/or in any other agreement, document, exhibit or instrument related hereto or referenced herein; (iii) any act or omission of Grantee or any of Grantee's successors, assigns, officers, directors, shareholders, participants, partners, affiliates, subsidiaries, employees, representatives, agents, consultants, contractors and subcontractors; (iv) the planning, design, development, construction, use or occupancy of the Property and/or any portion thereof and/or any components, facilities, or appurtenances therein; (v) the physical condition of the Property and/or any patent or latent defect thereon and/or any of the Property Matters or the other

matters described in this Deed; (vi) the presence of Hazardous Materials now or hereafter in, on, about or under the Property or which have migrated from adjacent lands to the Property or from the Property to adjacent lands, or any Claims under Hazardous Materials Laws now in existence or hereafter enacted with respect to Hazardous Materials; (vii) any construction and/or design defects (whether actual or alleged) asserted by Grantees or lessees of any improvements, any community associations for the Property (the "**Associations**"), any Governmental Agencies or any other individuals or entities to the extent relating to the Property, including any actual or alleged defects in the existing improvements; (viii) any non-compliance with laws or regulations asserted by any purchasers or lessees of any improvements the Associations, any governmental or administrative agencies or authorities or any other individuals or entities to the extent relating to the Property; (ix) any contracts entered into by Grantee relating in any way to the Property, including without limitation, any marketing, management or other contracts entered into by Grantee; (x) any Claims arising out of cross-complaints filed by any subcontractors and design professionals in regard to the Property; and (xi) events occurring on or related to the Property after the date hereof. The foregoing indemnification by Grantee shall apply to Claims by any persons, including any purchasers or lessees of any improvements, Associations, Governmental Agencies or any other parties. Grantee, on behalf of itself and its insurers, hereby waives any right of subrogation whatsoever as to Grantor or the other Grantor Parties. Grantee's obligations to defend and indemnify shall be triggered by the mere allegation or assertion of a Claim against or involving any Grantor Indemnified Party and shall apply whether or not Grantor or any of the other Grantor Parties was negligent or otherwise at fault and whether or not the Claim has any merit. Grantee's obligations to defend and indemnify specifically and expressly include any Claims caused in whole or in part by the negligence (whether active or passive) or other misconduct of Grantor or any other Grantor Party. The Parties intend that Grantee's obligations under this Section will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law. However, nothing contained in this Section relieves Grantor or the Grantor Parties from any loss, damage, injury or claim to the extent found by a final judgment of a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of Grantor or the Grantor Parties (but the act or failure to act of any consultant, contractor, or other agent or representative of Grantor or any Grantor Party shall not be attributed to Grantor or such Grantor Party).

This conveyance and the covenants of Grantor shall be binding upon Grantor and Grantor's successors and assigns, and shall run in favor of and inure to the benefit of Grantee and Grantee's successors and assigns. The covenants and agreements of Grantee and the rights and reservations of Grantor shall run with the land described in Exhibit "A" attached hereto, shall be binding upon Grantee and Grantee's successors and assigns, and shall run in favor of and inure to the benefit of Grantor and Grantor's successors and assigns.


The parties 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 instrument binding all of the parties hereto, notwithstanding that all of the parties may not have executed the original or the same counterparts.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company

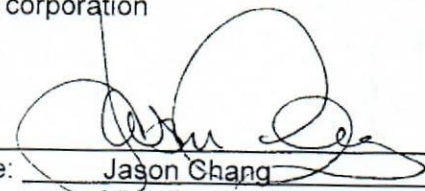
By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

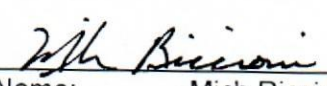
By 
Name: David V. Auld
Title: President and CEO

"GRANTOR"

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

THE QUEEN'S MEDICAL CENTER, a Hawaii
nonprofit corporation

By 
Name: Jason Chang
Title: Vice President

By 
Name: Mich Riccioni
Title: Treasurer

"GRANTEE"

Reviewed by Legal:



STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

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) SS
)

On August 19, 2019, Jason Chang & Mich Riccio personally appeared to me personally known, who, being by me duly sworn or affirmed did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.




Katrina K. Mateo

Print Name: Katrina K. Mateo

Notary Public, State of Hawaii

My commission expires: October 12, 2019

Date of Doc: <u>undated</u>	# <u>20</u>
Name of Notary: <u>Katrina K. Mateo</u>	Pages: _____
Doc. Description: <u>Limited Warranty Deed and</u>	Notes: _____
Reservation of Rights (Queens at Ho'opili)	
<u>Katrina K. Mateo</u> <u>8/19/19</u>	
Notary Signature _____	Date _____
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	



STATE OF TEXAS

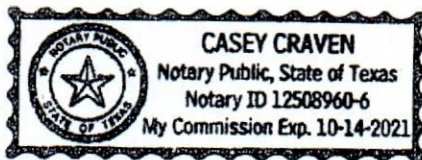
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COUNTY OF TARRANT

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On August 9, 2019, personally appeared David V. Auld
(name), as President & CEO (title) of D.R. Horton – Schuler Homes, LLC, a
Delaware limited liability company, on behalf of said entity, who personally appeared before me
and is personally known to me.



Casey Craven

Print Name: Casey Craven

Notary Public, State of Texas

My commission expires: 10-14-2021

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 20140, area 4.901 acres, more or less, as shown on Map 1693, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Together with access on and over internal subdivision roadway lots (Lots 20142, 20143, 20144, 20145 and 20147), to either (i) Lot 10067-B-1-B as shown on Map 1523, and then to Kualakai Parkway, a public road, or (ii) Lot 20146 and then over only the internal roadways open to the public within Lot 20146 to Farrington Highway, a public road.

Being land(s) described in Transfer Certificate of Title No. 1,176,186 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

**BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED WARRANTY DEED
WITH COVENANTS AND RESERVATION OF RIGHTS**

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.

2. **GRANT**

TO : HAWAIIAN ELECTRIC COMPANY, INC. and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC.

DATED : August 26, 1983

FILED : Land Court Document No. 1196816

GRANTING : a perpetual right and easement to build, construct, rebuild, reconstruct, repair, maintain and operate guy wires and anchors, etc.

3. The terms and provisions contained in the following:

INSTRUMENT : TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS
AND RESERVATION OF RIGHTS

DATED : March 1, 2006
FILED : Land Court Document No. 3398322
RECORDED : Document No. 2006-039948

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESERVED RIGHTS

DATED : March 1, 2006
FILED : Land Court Document No. 3398323
RECORDED : Document No. 2006-039949

5. GRANT

TO : D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited
liability company

DATED : September 5, 2006
FILED : Land Court Document No. 3485394
RECORDED : Document No. 2006-173177
GRANTING : the right, in the nature of a non-exclusive easement for waterline
purposes

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS APPLICABLE TO AN
AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL
TO URBAN

DATED : August 16, 2012
FILED : Land Court Document No. T-8267285
RECORDED : Document No. A-46150824

Said Declaration supersedes and substitutes NOTICE OF IMPOSITION OF
CONDITIONS BY THE LAND USE COMMISSION dated June 27, 2012, recorded as
Document No. A-45620766. (Not noted on Transfer Certificate(s) of Title referred to
herein)

7. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING

DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

8. The terms and provisions contained in the following:

INSTRUMENT : MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED : January 3, 2017

FILED : Land Court Document No. T-9864231

Supplemental Declaration of Annexation (Ho'opili), filed on October 11, 2017, filed as Document No. T-10145148 and recorded as Document No. A-64930547.

Supplemental Declaration Regarding Single Family Uses of Dwelling Units at Ho'opili, filed on February 1, 2019, filed as Document No. T-10623205, and recorded as Document No. A-69710594.

Supplemental Declaration of Annexation of Land to Ho'opili (Ha'akea), filed on November 6, 2017, as Document No. T-10171228.

Supplemental Declaration of Annexation of Land to Ho'opili (Haloa), filed on November 6, 2017, as Document No. T-10171229.

Supplemental Declaration Regarding Withdrawal of Property from Master Declaration (IMX and BWS Lots), filed on June 5, 2019, as Document No. T-10747118.

Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Ha'akea at Ho'opili) filed on June 16, 2017, as Document No. T-10028302.

Amended and Restated Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Ha'akea at Ho'opili) filed on August 24, 2017, filed as Document No. T-10097276.

Supplemental Declaration Designating Land Use Classification, Subdistrict, Assessment, and Voting Rights of Phase 1 Parcel 3A of Ho'opili (South Ho'opili Neighborhood Commercial Subdistrict) filed on August 31, 2018, as Document No. T-10469242.

Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 3 Parcels 5 & 6 of Ho'opili ('Iliahi at Ho'opili) filed on September 27, 2018, as Document No. T-10496290.

Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 2 Parcels 20 and 25 of Ho'opili (Kohina at Ho'opili) filed on January 11, 2019, as Document No. T-10602225.

Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 4 Parcel 16 of Ho'opili ('Ilima at Ho'opili) filed on April 23, 2019, as Document No. T-10704262.

Amendment to Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 2 Parcels 20 and 25 of Ho'opili (Kohina at Ho'opili) filed on June 7, 2019, as Document No. T-10749228.

Notice and Declaration of Designation of Land Use Classification and Subdistrict for Phase 3 Parcel 7 of Ho'opili ('Akoko at Ho'opili) recorded on June 28, 2019, as Document No. A-71181022.

Notice and Declaration of Designation of Land Use Classification and Subdistrict for Phase 1 Parcel 1 of Ho'opili (Ha'akea at Ho'opili) recorded on June 28, 2019, as Document No. A-71181023.

Notice and Declaration of Designation of Land Use Classification and Subdistrict for Phase 1 Parcel 2 of Ho'opili (Haloa at Ho'opili) recorded on June 28, 2019, as Document No. A-71181024.

Notice and Declaration of Designation of Land Use Classification and Subdistrict for Phase 1 Parcel 4 of Ho'opili (Lehua at Ho'opili), recorded on June 28, 2019, as Document No. A-71181025.

9. DESIGNATION OF EASEMENT "11406"

PURPOSE : landscaping and irrigation
SHOWN : on Map 1693 of Land Court Application No. 1069, as set forth by
Order filed as Land Court Document No. T-10731232

10. DESIGNATION OF EASEMENT "11407"

PURPOSE : landscaping and irrigation
SHOWN : on Map 1693 of Land Court Application No. 1069, as set forth by
Order filed as Land Court Document No. T-10731232

END OF EXHIBIT "A"