



ALEXANDER & BALDWIN  
PARTNERS FOR HAWAII

July 6, 2022



Mr. Daniel E. Orodener  
Executive Officer  
Land Use Commission  
State of Hawaii  
P.O. Box 2359  
Honolulu, HI 96804-2359

Subject: 2022 Annual Report to the State Land Use Commission  
Docket Nos. A03-739 and A88-634  
Maui Business Park Phase II

Dear Mr. Orodener:

This letter constitutes A&B Properties Hawaii, LLC's ("A&B" or "Petitioner") 2022 annual report to the State Land Use Commission ("SLUC") pursuant to Condition No. 22 under Docket No. A03-739 and Condition No. 23 under Docket No. A88-634. Inasmuch as both land use dockets involve the reclassification of land comprising the proposed 179-acre Maui Business Park Phase II project ("Project"), the annual report requirements under both dockets are being addressed in this report.

### **Project Background and Status**

By its Decision and Order dated March 25, 2004, under Docket No. A03-739, the SLUC granted approval of A&B's petition to reclassify approximately 138.158 acres from the "Agricultural" to the "Urban" land use district at Kahului, Maui, Hawaii. Subsequently, by its Decision and Order dated June 13, 2005, under Docket No. A88-634, the SLUC granted approval of A&B's application for incremental approval of 33.53 acres to the "Urban" land use district at Kahului, Maui, Hawaii. The lands which comprise these two dockets, along with an additional approximately 7.3 acres that were already designated within the Urban District, make up the 179-acre Project site. The Project is a continuation of the existing Maui Business Park situated in Kahului, Maui, Hawaii.

A change in zoning application was filed in April 2004 with the County of Maui to attain the light industrial zoning necessary for the Project to proceed. In May 2005, the Maui Planning Commission voted to recommend approval of the zoning application to



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the Maui County Council. Subsequently, in April 2008 the County Council approved the zoning bill and it was enacted as Ordinance No. 3559 in May 2008.

Construction of an offsite private water system that will serve the Project commenced in February 2011 and has been completed. Construction of other infrastructure improvements including drainage, sewer, and water systems, and roadways were substantially completed in March 2013. Offsite improvements to Hana Highway commenced in April 2013 and have been completed.

Sales and marketing of the Project commenced in June 2012, following the issuance of a Preliminary Order of Subdivision Registration (included in 2012 annual report). On October 31, 2014, a Final Order of Registration for Maui Business Park, Phase II, South Project Increment IB, was issued by the State Department of Commerce and Consumer Affairs. Lots are being marketed to various prospective buyers and where warranted, lots are being modified to suit buyers' needs.

#### **Status of Activities Relating to Imposed Conditions**

Listed below are each of the conditions imposed by the SLUC and the status of activities pertaining to each respective condition. Note that the listed conditions are applicable to both Docket A03-739 and Docket A88-634 unless otherwise indicated.

#### *Dockets A03-739 & A88-634*

*1a. **Housing Study.** Within one hundred eighty days (180) of this decision and order, the Petitioner shall complete and submit to and for the approval of the Commission, with copies to the Department of Planning, the Department of Housing and Human Concerns and the Office of Planning, a housing study that addresses the following:*

- i. The impact the Project will have on the current labor force;*
- ii. The type of employee/affordable housing demands that will be created by the Project;*
- iii. Any employee/affordable housing policy adopted and in place by the County for commercial and industrial developments;*
- iv. The proposed mitigation measures to alleviate the impact on both the labor market and the employee/affordable housing situation, including, but not limited to, the acreage, siting, timing, type of housing and eligibility for the employee/affordable housing project and the identity of potential developers and recipient of land to be contributed and conveyed by Petitioner for affordable/employee housing (collectively, the "Proposed Mitigation Measures"); and*
- v. Recommendations and timeframe for implementing any applicable county housing policy (in place at the time of this study) or requirements and/or the*



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*Petitioner's proposed mitigation measures, including the minimum contribution of land described in Condition 1b immediately herein below (collectively, the "Proposed Timeline").*

*The reclassification of the Petition Area, as described in this Decision and Order, shall be subject to the further condition of Petitioner's compliance with the Proposed Mitigation Measures and Proposed Timeline, as modified and/or approved by the Commission (the "Approved Mitigation Measures and Timeline").*

*1b. **Minimum Contribution of Land by the Petitioner.** In compliance and consistent with the Approved Mitigation Measures and Timeline, Petitioner shall contribute, no later than one (1) year after any Maui County zoning approval authorizing the use of the Property for light industrial and/or commercial use, to the County of Maui or a non-profit housing entity or other appropriate entity, a minimum of ten (10) acres of land useable for residential development within the Central Maui region reasonably acceptable to the County of Maui towards development of employee/affordable housing or satisfy such more stringent employee/affordable housing requirements for the Project as may be imposed by the Maui County Council. The Approved Mitigation Measures and Timeline shall be an obligation of the recipient of the land conveyed for affordable housing purposes, as memorialized in the conveyance document from the Petitioner to such recipient.*

**Status:** In compliance with this condition, Petitioner prepared and submitted the subject housing study to the SLUC in September 2004. The study focused on the increased housing unit demand due to the in-migration of job seekers at the Project. Based on the study, approximately 13 acres of land for affordable housing would be needed. The timing of the demand for these units would be over an approximately 13-year period from 2008 through 2020. The analysis confirmed that the preferable location for the land contribution would be in the Central Maui region. By letter dated November 10, 2004 the Maui Department of Housing and Human Concerns concurred with the findings of the housing study and recommended its approval to the Maui Planning Department. It should also be noted that although the Maui County's Residential Workforce Housing Policy was enacted in 2006, it did not address nor specify affordable housing requirements for commercial and industrial projects.

Affordable housing requirements related to the Project were deliberated by the Maui County Council as part of the zoning application. The Council, as a condition of zoning for the Project, has required the Petitioner to contribute a total of 50 acres of land for affordable housing, community center and park purposes. The specific provisions of the zoning condition are described below.



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- “7. That Alexander & Baldwin, Inc. shall provide land for affordable housing, a community multi-purpose center, and park purposes at the approximate location of the terminus of Kamehameha Avenue, near the new Maui Lani Park and Pomaikai Elementary School, as follows:**
- a. Approximately 40 acres for affordable housing purposes;**
  - b. Approximately 7 acres for a Kahului community multi-purpose center; and**
  - c. Approximately 3 acres for park purposes.**

***The precise location of these lands shall be acceptable to the Department of Housing and Human Concerns and the Department of Parks and Recreation, and Alexander & Baldwin, Inc. shall perform archaeological and topographic surveys of the land for the County's evaluation of the property's acceptability.”***

**As a result of initial land planning work and discussions with various representatives of the County, a suitable location within the Petitioner's Waiale master planned residential community just south of the Maui Lani development was identified.**

**In August 2010, Petitioner filed a land use petition with the State Land Use Commission to reclassify the Waiale lands from the Agricultural to the Urban District. The SLUC subsequently conducted hearings on the Waiale petition and in June 2012 approved the reclassification of the land. Pursuant to Petitioner's discussions with the County, an application to subdivide parcels for affordable housing, community center and park sites, was filed in April, 2015. Additionally, the Petitioner worked with the County Department of Housing and Human Concerns in developing conceptual housing plans for the lands to be dedicated to the County for affordable housing and park use. With the receipt of final subdivision approval, draft deeds and other applicable conveyance documents were transmitted to the County Departments of Parks and Recreation and Housing and Human Concerns in March 2018.**

**In November 2021, the Maui County Council approved by Resolution 21-169, acceptance of 55.318 acres of lands in Waiale to satisfy the aforementioned zoning**



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**condition 7. TMK: (2) 3-8-007: 176, 177 and 180 were conveyed by Warranty Deed, recorded in the Bureau of Conveyances as Document No. A-80270363, on December 23, 2021. Resolution and Warranty Deed are attached herewith.**

*Dockets A03-739 & A88-634*

**2. Water Facilities.** *Petitioner shall participate in the funding and construction of adequate water source, storage and transmission facilities and improvements or remit applicable fees for water source, storage and transmission facilities and improvements to accommodate projected water usage generated by the Project. Water facilities and improvements, including adequate storage facilities, should surface water sources be developed, or the payment of applicable fees, shall be coordinated and approved by the County of Maui, Department of Water Supply and, if applicable, the Commission on Water Resources Management of the Department of Land and Natural Resources. Adequate water source shall be made available prior to the issuance of any occupancy permits for buildings developed on the Property.*

**Status:** **Construction of an offsite water system comprised of two wells, pumps, equipment, and storage and transmission facilities was completed in December 2011. This private water system is sufficient to provide potable water for the Maui Business Park Phase II project. On March 24, 2014, the Safe Drinking Water Branch of the State Department of Health, granted conditional approval for Maui Business Park II Water System to operate as a Public Water System No. 261.**

*Dockets A03-739 & A88-634*

**3. Aircraft Operations.** *Petitioner shall implement procedures to address notification and liability issues which arise from the potential adverse impacts from noise, right of flight, emissions, vibrations and other incidences of aircraft operations upon the present and future Owners and future lessees or occupants of the Property resulting from the adjacent Kahului Airport operations. The following covenant shall encumber the Property and be included in any transfer of any interest in the Property.*

*“The Property is located in the vicinity of Kahului Airport, a commercial airport, and each Owner is aware that there is a likelihood of noise from aircraft passing overhead or nearby and other potential adverse impacts from other incidence of aircraft operation. Each Owner hereby assumes the risk of any potential adverse impacts from such noise, right of flight, emissions, vibrations or other incidents of aircraft operations upon the Owner’s lot or uses thereon. Each Owner shall be responsible for appropriate mitigation measures to address the abovementioned potential adverse impacts. Each Owner shall indemnify and hold harmless Declarant and the State of Hawaii from and*



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*against all claims, liability and losses that arise out of noise, right of flight, emissions, vibrations and other incidences of aircraft operations, unless such claim, liability or loss arises out of the State of Hawaii's willful misconduct in the operation of Kahului Airport or violating any applicable federal, state or county requirement governing aircraft safety and noise abatement measures, in which case, the indemnification of the State of Hawaii will be inapplicable."*

**Status:** In accordance with this condition, the above language has been incorporated into the recorded Declaration of Covenants and Restrictions for the Project.

*Dockets A03-739 & A88-634*

4. **FAA Form 7460-1, Notice of Proposed Construction or Alteration.** *Petitioner shall impose a covenant encumbering the Property and be included in any transfer of any interest in the Property requiring the submittal of Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA's Hawaii District Office when or if required under applicable FAA Regulations with a copy to DOT's Airports Division.*

**Status:** The following language has been incorporated into the Declaration of Covenants and Restrictions recorded at the Bureau of Conveyances.

**"Each Owner is aware of the obligation to submit Federal Aviation Administration ("FAA") Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA's Hawaii District Office and will submit the same when or if required under applicable FAA Regulations with a copy to DOT's Airports Division."**

*Dockets A03-739 & A88-634*

5. **Runway Protection Zone.** *Petitioner acknowledges that a portion of Petition Area A overlaps the runway protection zone (hereinafter "RPZ") for a proposed extension of the Kahului Airport runway of up to 9,600 feet in length, as further described in the State Office of Planning's Exhibits Nos. 9 and 10 and the testimony of DOT Airports Division witness Benjamin Schlapak. Petitioner agrees to restrict uses in the RPZ to light industrial, parking, roadway and other infrastructure uses that do not entail the congregation of people, provided all such uses are approved by the Federal Aviation Administration. This restriction on uses within the RPZ shall automatically terminate if the State Department of Transportation (DOT) does not attain all governmental approvals for the extension of the Kahului Airport runway within a period of five (5) years from March 25, 2004, the date of the Commission's Decision and Order in Docket No. A03-739. Notwithstanding the foregoing, and for*



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*good cause shown, the Commission may grant an extension of time for the DOT if DOT during such five-year period has been using its best efforts, in good faith, to attain all governmental approvals for the extension of the Kahului Airport runway. The size of the RPZ shall be adjusted if the runway length sought by the DOT is less than 9,600 feet. Should the DOT desire to acquire an easement or the fee simple interest in the RPZ, the fair market value of the land shall be based on its current Agricultural District classification and present zoning designation by the County of Maui provided that: a) the acquisition occurs within a period of five (5) years from March 25, 2004, the date of the Commission's Decision and Order in Docket No. A03-739; and b) the DOT during such five-year period has been using its best efforts, in good faith, to attain all governmental approvals for the extension of the Kahului Airport runway.*

**Status:** In July 2012, Petitioner and DOT executed a Memorandum of Understanding setting forth the terms for the transfer of portions of the Petition area to DOT for the proposed RPZ. A draft Memorandum of Agreement incorporating such terms was submitted to DOT in April 2013 (included in 2013 annual report). In December, 2016 the DOT acquired approximately 3.7 acres of the Project area for the RPZ.

*Dockets A03-739 & A88-634*

6. **Traffic Impact Analysis Report.** *Prior to obtaining County zoning, Petitioner shall revise or supplement its traffic impact analysis report (hereafter TIAR) dated May 2003 to the satisfaction of the DOT. The TIAR shall identify the impact of Petitioner's project on the transportation system and recommend any required mitigation measures. Conditions and assumptions reflected in the TIAR shall be developed in consultation with DOT, including but not limited to, various proportions of retail and light industrial uses to be developed at the Property, plans for the proposed airport access road, permitted accesses, trip generation rates, and traffic projections. Petitioner shall obtain the DOT's prior written approval of the final TIAR and Petitioner may not proceed with the development of Petitioner's project unless and until the DOT approves the TIAR. As development occurs within the Property, the TIAR shall be revised or supplemented as may be requested and required by the DOT. Petitioner shall be responsible for constructing, implementing and/or contributing its fair share of the cost of those improvements or mitigation measures as recommended or required by the TIAR and as dictated by the actual proportion of light industrial and retail uses developed at the Property. The TIAR shall also address the impact to County of Maui roadways and shall be submitted to the County of Maui, Department of Planning for the County's review and consideration in the zoning approval process.*

**Status:** Petitioner prepared a revised TIAR for the Project dated July 2004 in compliance with this condition. The revised TIAR updates the previous study



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dated May 2003. The study was revised in response to comments received from the DOT concerning completion of the proposed Airport Access Road and development scenarios with a higher percentage of retail versus industrial uses. Prior to preparing the revised TIAR, input concerning applicable assumptions was solicited and obtained from the DOT. A copy of the revised TIAR was included in the environmental impact statement that was prepared for the Project and accepted by the SLUC.

In an effort to further update the traffic data for key intersections analyzed in the TIAR, new traffic counts were undertaken in 2006. The results of the 2006 traffic counts were consistent with the projections of the TIAR, confirming the validity of the conclusions and recommendations of the TIAR. The DOT reviewed the 2006 supplemental traffic counts and found them reasonably consistent with the 2004 traffic report assumptions concerning growth in regional traffic.

In further compliance with this condition, Petitioner updated the TIAR with new traffic counts in June 2010. The updated TIAR served as the basis for development of construction drawings and discussions with DOT regarding Petitioner's fair share contribution toward regional transportation improvements.

*Dockets A03-739 & A88-634*

*7. Regional Transportation Improvements. Petitioner shall contribute Petitioner's fair share of the cost of regional transportation improvements in the area, as such fair share shall be determined by the DOT based on appropriate transportation planning methodologies to establish a rational nexus.*

**Status:** In 2006, Petitioner worked in cooperation with the State Department of Transportation-Maui District Office, to fund and implement the coordination of traffic signals during the AM and PM peak periods along the Dairy Road corridor from Haleakala Highway to Puunene Avenue. This work consisted of an evaluation of existing traffic signal equipment, the procurement and installation of new traffic signal equipment and communication systems, and the preparation and implementation of timing plans to coordinate the traffic signals at all intersections. The system was activated in December 2006.

In September 2012, Petitioner executed an agreement with the DOT concerning fair share costs and contributions, in compliance with this condition. A copy of the agreement was previously provided to the SLUC.

The Petitioner had been in discussions with the DOT regarding the DOT's acquisition of a portion of land near Haleakala Highway for a new onramp to the





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**DOT's Airport Access Road.** The onramp would serve south bound traffic in the vicinity of Haleakala Highway. Land costs relating to the onramp were to be charged against the Petitioner's documented fair share contribution, however, in January 2020 the DOT instead requested full payment of the Petitioner's fair share contribution. Pursuant to that request, the Petitioner remitted the amount of \$4,601,026.00 to the DOT in February 2020 in full payment of its fair share contribution.

*Dockets A03-739 & A88-634*

8. **Best Management Practices.** *The Petitioner shall coordinate with the County of Maui, the State Department of Land and Natural Resources and the State Department of Health to establish Best Management Practices to contain spills, and prevent materials associated with light industrial uses such as petroleum products, chemicals, and other pollutants from leaching or draining into the ground or the storm drain system.*

**Status:** Petitioner acknowledges this condition, and as development of the Project progresses, will continue to comply with this condition.

*Dockets A03-739 & A88-634*

9. **Hazardous Materials.** *Storage and/or disposal of hazardous materials shall be approved by the State Department of Health prior to their establishment on the subject Property.*

**Status:** Petitioner acknowledges this condition, and as development of the Project progresses, will continue to comply with this condition.

*Dockets A03-739 & A88-634*

10. **Wastewater Facilities.** *Petitioner shall provide a sewer impact study to the County Department of Public Works and Environmental Management evaluating the wastewater system requirements for the Project. Petitioner shall fund and develop, as required by the County of Maui and the State Department of Health, wastewater transmission and treatment facilities to accommodate the additional wastewater generated by the Project.*

**Status:** Petitioner completed a sewer system study for the Project and construction of approved offsite and onsite wastewater facilities has been completed. The County of Maui Department of Environmental Management has acknowledged completion of improvements and satisfaction of this condition (copy provided with 2013 report).



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*Dockets A03-739 & A88-634*

11. **Drainage.** *Petitioner shall fund, design and construct any drainage system improvements required to mitigate the additional runoff resulting from the project without creating adverse effects on adjacent and downstream properties. The master drainage plan for Maui Business Park shall be constructed to mitigate the additional runoff resulting from this development.*

**Status:** Petitioner completed a Drainage Report dated October 2010, and submitted the report to appropriate government agencies. Construction of drainage system improvements consistent with the Report has been completed.

*Dockets A03-739 & A88-634*

12. **Aircraft Operation Hazards.** *Petitioner shall fund and implement a program to control any bird nesting or occupation and any insect, pest or wildlife infestation, in any drainage retention basins serving the Property to minimize the hazards to aircraft operations, as deemed necessary by the DOT.*

**Status:** The Petitioner has consulted with the County of Maui regarding utilizing the existing drainage basins adjacent to the South Project Area for open area recreational use by a private entity (related correspondences concerning this matter were included in the 2010 annual report). Alternatively, the basins will be maintained by the project's owners association. The future use of these existing drainage basins will incorporate the provisions of this condition.

*Dockets A03-739 & A88-634*

13. **Provisions of the Hawai'i Right to Farm Act.** *Petitioner shall inform all prospective occupants of possible odor, noise, and dust pollution resulting from adjacent Agricultural Districts lands, and that the Hawaii Right-to-Farm Act, Chapter 165, HRS, limits the circumstances under which preexisting farming activities may be deemed a nuisance.*

**Status:** The Declaration of Covenants and Restrictions for the Project includes provisions which satisfy this condition.

*Dockets A03-739 & A88-634*

14. **Solid Waste.** *Petitioner shall develop a Solid Waste Management Plan in conformance with the Integrated Solid Waste Management Act, Chapter 342G, HRS. The Plan shall be approved by the County of Maui and shall address the need to divert the maximum amount of waste material caused by the development away from the County's landfills.*



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**Status:** A solid waste management plan was prepared for the Project and included in the environmental impact statement prepared for the Project.

*Dockets A03-739 & A88-634*

15. **Visual Analysis.** *That as part of its zoning application submittal, the Petitioner shall submit a visual analysis study for the location of the Hookele Street Extension emphasizing the maintenance of a “view corridor” toward Haleakala.*

**Status:** The visual analysis study was submitted to the County of Maui as part of the change in zoning application for the Project. The study was also included in the environmental impact statement prepared for the Project. The visual analysis study was reviewed and approved by the Maui Urban Design Review Board on December 7, 2004.

*Dockets A03-739 & A88-634*

16. **Visual Impacts.** *That as part of its zoning application, the Petitioner shall submit design guidelines with renderings on how a landscaped aesthetic visual corridor along all adjacent highways and how a landscaped berm utilizing trees and shrubbery shall be constructed along the entire proposed collector road (Hookele Street Extension) to soften the visual impact of the buildings along the road. (Wailuku-Kahului Community Plan Update).*

**Status:** The design guidelines were submitted to the County of Maui as part of the change in zoning application for the Project. The design guidelines were reviewed and approved by the Maui Urban Design Review Board on December 7, 2004.

*Dockets A03-739 & A88-634*

17. **Dual Water System.** *Petitioner shall evaluate the feasibility of developing a dual water system for the Project, utilizing non-potable water for landscape irrigation purposes.*

**Status:** Petitioner received approval of construction plans for a non potable water system for landscape irrigation purposes. The system has been completed with other Project improvements.

*Dockets A03-739 & A88-634*

18. **Energy Conservation.** *Petitioner shall implement energy conservation measures such as the use of solar energy and solar heating and incorporate such measures into the Project.*



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**Status:** Petitioner acknowledges this condition, and as development of the Project progresses, Petitioner will comply with this condition.

*Dockets A03-739 & A88-634*

19. **Project Composition.** For a period of eight (8) years from the date of the County's approval of zoning for the Project a total of at least fifty percent (50%) of the Project acreage shall be (a) used and developed by Petitioner for non-retail, light industrial use and/or (b) sold or leased to and developed and used by third-party buyers for non-retail, light industrial use. For this same eight-year period, simultaneous with Petitioner's development or offer for sale or lease of the Property for retail use, Petitioner shall develop or offer for sale or lease an equal amount of acreage within the Property for non-retail, light industrial use. The phrase "light industrial", as used in this paragraph, includes warehousing and distribution types of activity as well as compounding, assembly, or treatment of articles or materials with the exception of heavy manufacturing and processing of raw materials. It is the intent of this paragraph that at the end of the above-described eight-year period, to the extent that the Project is developed or in the process of being developed by Petitioner or any third party, no less than fifty percent (50%) of such development or development in process shall be for non-retail, light industrial purposes.

**Status:** As provided herein, the Property was subject to a Declaration of Use Restriction for an eight (8) year period. (Copy previously provided.) As specified by this Condition, the eight (8) year period terminated on May 2, 2016. The Cancellation of Declaration of Use Restriction was provided in the 2016 annual report.

*Docket A88-634*

20. **Archaeological.** Should any burial, archaeological or historic sites such as artifacts, marine shell concentrations, charcoal deposits, or stone platforms, pavings or walls be found, Petitioner or landowners of the affected properties shall stop work in the immediate vicinity and the SHPD shall be notified immediately. Subsequent work shall proceed after the SHPD authorization has been received and applicable mitigation measures have been implemented.

**Status:** Petitioner has been and will continue to comply with this condition through construction of the project.

*Dockets A03-739 & A88-634*

20./21. **Compliance with Representations to the Commission.** Petitioner shall develop the Property in substantial compliance with the representations made to the



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*Commission. Failure to so develop the Property may result in reversion of the Property to its former classification, or change to a more appropriate classification.*

**Status:** Petitioner is developing the Property in substantial compliance with the representations made to the Commission. The Petitioner sold lands to a buyer who plans to seek applicable land use entitlements to allow hotel development within a portion of the Project near Haleakala Highway. The buyer is aware of the need to attain appropriate approvals from the Commission and other government agencies.

*Dockets A03-739 & A88-634*

*21./22. Notice of Change to Ownership Interests. Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Property, prior to development of the Property.*

**Status:** With the development of the Property, lot sales to the public commenced in 2012 and remain ongoing. The unsold parcels remain under the ownership of Alexander & Baldwin, LLC, Series R and Series T.

*Dockets A03-739 & A88-634*

*22./23. Annual Reports. Petitioner shall timely provide without any prior notice, annual reports to the Commission, the Office of Planning, and the County of Maui Planning Department in connection with the status of the subject project and Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.*

**Status:** This annual report is being submitted in compliance with this condition for both Dockets A03-739 and A88-634.

*Dockets A03-739 & A88-634*

*23./24. Release of Conditions. The Commission may fully or partially release the conditions provided herein as to all or any portion of the Property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.*

**Status:** Not applicable at this time.

*Dockets A03-739 & A88-634*



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24./25. **Notice of Imposition of Conditions.** *Within 7 days of the issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (a) record with the Bureau of Conveyances a statement that the Property is subject to conditions imposed herein by the Land Use Commission in the reclassification of the Property, and (b) shall file a copy of such recorded statement with the Commission.*

**Status: Docket A03-739: On April 1, 2004 the Notice of the Imposition of Conditions by the SLUC was filed with the Bureau of Conveyances as Document No. 2004-066861 and a copy was filed with the SLUC.**

**Docket A88-634: On June 17, 2005 the Notice of Imposition of Conditions by the SLUC was filed with the Bureau of Conveyances as Document No. 2005-120343 and a copy was filed with the SLUC.**

*Dockets A03-739 & A88-634*

25./26. **Recordation of Conditions.** *Petitioner shall record the conditions imposed herein by the Commission with the Bureau of Conveyances pursuant to Section 15-15-92 Hawai'i Administrative Rules.*

**Status: Docket A03-739: On April 20, 2004 the Declaration of Conditions imposed by the SLUC was filed with the Bureau of Conveyances as Document Nos. 2004-078771 thru 2004-078772 and a copy was filed with the SLUC.**

**Docket A88-634: On June 29, 2005 the Declaration of Conditions imposed by the SLUC was filed with the Bureau of Conveyances as Document No. 2005-128814 and a copy was filed with the SLUC.**

Please do not hesitate to contact the undersigned should you require any further information regarding this matter. An email .pdf version of this report is also being transmitted to you for your use.

Sincerely,

A&B PROPERTIES HAWAII, LLC

Carol K. Reimann  
Vice President



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**Attachments:**

Reso. 21-169  
Warranty Deed

cc: Maui Planning Department  
State Office of Planning

ecc: [dbedt.luc.web@hawaii.gov](mailto:dbedt.luc.web@hawaii.gov)

# Resolution

No. 21-169

ACCEPTING THE DONATION OF THREE PARCELS TOTALING APPROXIMATELY 55.318 ACRES, INCLUDING APPROXIMATELY 42.454 ACRES IDENTIFIED AS TAX MAP KEY NO. (2) 3-8-007:176, APPROXIMATELY 5.554 ACRES IDENTIFIED AS TAX MAP KEY NO. (2) 3-8-007:177 AND APPROXIMATELY 7.310 ACRES IDENTIFIED AS TAX MAP KEY NO. (2) 3-8-007:180, PURSUANT TO CONDITION SEVEN OF ORDINANCE 3559 (2008)

WHEREAS, Alexander & Baldwin, LLC, a Delaware limited liability company ("Owner"), is the owner in fee simple of three parcels of real property located at Waikapu, Wailuku, Maui, Hawaii, totaling approximately 55.318 acres, including approximately 42.454 acres identified as tax map key number (2) 3-8-007:176, lot 12-A-1-B of the Maui Lani Subdivision, as described in Exhibit "A" attached hereto, 5.554 acres identified as tax map key number (2) 3-8-007:177, lot 12-A-1-C of the Maui Lani Subdivision, as described in Exhibit "B" attached hereto, and 7.310 acres identified as tax map key number (2) 3-8-007:180, lot 12-A-1-F of the Maui Lani Subdivision, as described in Exhibit "C" attached hereto (collectively "Properties"), which Properties are depicted in the map attached as Exhibit "D" attached hereto; and

WHEREAS, all exhibits are incorporated herein by reference; and

WHEREAS, condition seven of Ordinance 3559 (2008) states:

"That Alexander & Baldwin, Inc. shall provide land for affordable housing, a community multi-purpose center, and park purposes at the approximate location of the terminus of Kamehameha Avenue, near the new Maui Lani Park and Pomaikai Elementary School, as follows:

- a. Approximately 40 acres for affordable housing purposes;
- b. Approximately 7 acres for a Kahului community multipurpose center; and
- c. Approximately 3 acres for park purposes.



**Resolution No. 21-169**

The precise location of these lands shall be acceptable to the Department of Housing and Human Concerns and the Department of Parks and Recreation, and Alexander & Baldwin, Inc. shall perform archaeological and topographic surveys of the land for the County's evaluation of the property's acceptability"; and

WHEREAS, the Council may accept gifts or donations of real property pursuant to Section 3.56.030, Maui County Code, now therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That the Council finds the acceptance of the Properties to be in the public interest;
2. That pursuant to Section 3.56.030, Maui County Code, the Council accepts the Properties as a donation to the County of Maui, in satisfaction of condition seven of Ordinance 3559 (2008);
3. That it does hereby authorize the Mayor or the Mayor's duly authorized representative to execute all necessary documents in connection with the acceptance of the Properties; and
4. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, the Director of Housing and Human Concerns, the Director of Parks and Recreation, the Director of Planning and Alexander & Baldwin, LLC.

APPROVED AS TO FORM  
AND LEGALITY:

/s/ Michael J. Hopper

MICHAEL J. HOPPER  
Deputy Corporation Counsel  
County of Maui  
2020-0113  
2021-09-20 Waiale MBP II Dedication Reso

# EXHIBIT "A"

## LAND DESCRIPTION

### LOT 12-A-1-B

#### MAUI LANI SUBDIVISION

Lot 12-A-1-B of the Maui Lani Subdivision (Subdivision File No. 3.2327), being a portion of the land described and covered by Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels. Situated at Waikapu and Wailuku, Maui, Hawaii and being more particularly described as follows:

**BEGINNING** at the Northeast corner of this parcel of land at a point on the Southerly boundary line of Lot 11-D-1-A-1-B-1-A of the Maui Lani Phase 8 (Large Lot) Subdivision (Subdivision File No. 3.2222) being also the Northwest corner of Lot 12-A-1-E of the Maui Lani Subdivision (Subdivision File No. 3.2327), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

5897.57 feet      South  
1648.26 feet      East

and running by azimuths measured clockwise from True South:

1.	17° 28'	281.41 feet	along said Lot 12-A-1-E to Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327);
2.	97° 50'	179.95 feet	along Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327);
3.	49° 11'	130.45 feet	along same;
4.	349° 41'	229.45 feet	along same;
5.	15° 02'	166.92 feet	along same;
6.	354° 08'	68.05 feet	along same;
7.	331° 22'	47.69 feet	along same;
8.	351° 55'	40.92 feet	along same;
9.	293° 00'	42.47 feet	along same;

- |     |      |     |             |             |
|-----|------|-----|-------------|-------------|
| 10. | 311° | 00' | 71.39 feet  | along same; |
| 11. | 315° | 47' | 69.00 feet  | along same; |
| 12. | 344° | 03' | 50.55 feet  | along same; |
| 13. | 09°  | 06' | 43.95 feet  | along same; |
| 14. | 61°  | 56' | 59.05 feet  | along same; |
| 15. | 74°  | 11' | 108.30 feet | along same; |
| 16. | 73°  | 19' | 72.53 feet  | along same; |
| 17. | 65°  | 57' | 102.49 feet | along same; |
| 18. | 16°  | 20' | 394.03 feet | along same; |
| 19. | 35°  | 20' | 894.55 feet | along same; |
| 20. | 335° | 56' | 55.87 feet  | along same; |
| 21. | 65°  | 56' | 56.00 feet  | along same; |
| 22. | 155° | 56' | 153.47 feet | along same; |
23. thence along same on a curve to the right having a radius of 603.00 feet, the chord azimuth and distance being:
- 167°35'02" 243.54 feet to Lot 12-A-2 of the Maui Lani Subdivision (Subdivision File No. 3.2226);
24. thence along said Lot 12-A-2 on a non-tangent curve to the left having a radius of 1210.00 feet, the chord azimuth and distance being:
- 167°14'15.5" 657.68 feet;
- |     |      |     |            |   |
|-----|------|-----|------------|---|
| 25. | 237° | 20' | 56.14 feet | along Lot A of the Waikapu Landfill Consolidation (L.U.C.A. 3.1565) to Lot 12-A-1-D of the Maui Lani Subdivision (Subdivision File No. 3.2327); |
|-----|------|-----|------------|---|

26. thence along said Lot 12-A-1-D on a non-tangent curve to the right having a radius of 1266.00 feet, the chord azimuth and distance being:  
336°02'38" 210.06 feet;
27. thence along same with a reverse curve to the left having a radius of 16.00 feet, the chord azimuth and distance being:  
266°54'41" 31.36 feet;
28. 182° 21' 366.11 feet along same;
29. thence along same on a curve to the right having a radius of 4780.23 feet, the chord azimuth and distance being:  
187°01'41" 779.72 feet;
30. 187° 55' 225.01 feet along same;
31. thence along same on a curve to the left having a radius of 509.83 feet, the chord azimuth and distance being:  
171°19'45" 291.09 feet;
32. 154° 44' 30" 212.51 feet along same to said Lot 11-D-1-A-1-B-1-A;
33. 284° 48' 20" 1288.25 feet along said Lot 11-D-1-A-1-B-1-A to the **POINT OF BEGINNING** and containing an area of 42.454 acres.

**SUBJECT TO:**

EASEMENT D-1 for access purposes in favor of Lot 12-A-1-D of the Maui Lani Subdivision and being more particularly described as follows:

**BEGINNING** at the northeast corner of this easement, being the southwest corner of Lot 12-A-1-D of the Maui Lani Subdivision (Subdivision File No. 3.2327), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

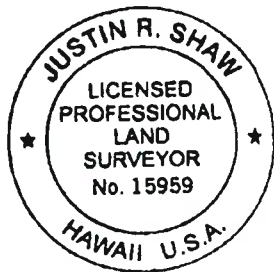
7220.58 feet South  
279.33 feet East

and running by azimuths measured clockwise from True South:

1. Thence on a curve to the right having a radius of 1266.00 feet and a central angle of 3°18'54" (to which beginning of said curve a radial azimuth bears 241°17'06"), the chord azimuth and distance being:  
  
332° 56' 33" 73.24 feet along said Lot 12-A-1-D, along Lot 12-A-1-B of the Maui Lani Subdivision (Subdivision File No. 3.2327);
2. 6° 56' 30.41 feet along remainder of said Lot 12-A-1-B;
3. thence on a curve to the left having a radius of 1250.00 feet and a central angle of 4°26'32" (to which beginning of said curve a radial line bears 245°46'40"), the chord azimuth and distance being:  
  
153° 33' 24" 96.89 feet along same to Lot A of the Waikapu Landfill Consolidation;
4. 237° 20' 16.04 feet along said Lot A, along said Lot 12-A-1-B to the POINT OF BEGINNING and containing an area of 0.031 acres.

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

Date: March 9, 2017  
Revised: September 29, 2017



This work was prepared by me or under my direct supervision

*Justin R. Shaw*  
Justin R. Shaw  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018



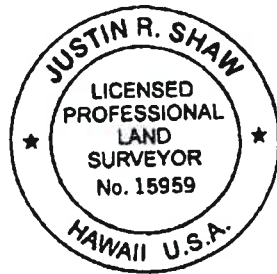
- |     |          |             |                          |
|-----|----------|-------------|--------------------------|
| 5.  | 103° 41' | 80.12 feet  | along same;              |
| 6.  | 104° 37' | 324.86 feet | along same;              |
| 7.  | 185° 50' | 74.07 feet  | along same;              |
| 8.  | 194° 26' | 70.60 feet  | along same;              |
| 9.  | 202° 16' | 92.85 feet  | along same;              |
| 10. | 214° 53' | 78.59 feet  | along same;              |
| 11. | 228° 32' | 41.85 feet  | along same;              |
| 12. | 284° 29' | 249.55 feet | along said Lot 12-A-1-E; |
| 13. | 192° 18' | 622.93 feet | along same;              |

14. thence along same on a curve to the right having a radius of 944.70 feet, the chord azimuth and distance being:

213°52'10" 694.60 feet to the  
**POINT OF BEGINNING** and  
containing and area of 5.554 acres.

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

Date: March 9, 2017



This work was prepared by me or under my direct supervision

*Justin R. Shaw*  
Justin R. Shaw 3-10-2017  
Justin R. Shaw  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018

# EXHIBIT "C"

## LAND DESCRIPTION

### LOT 12-A-1-F

#### MAUI LANI SUBDIVISION

Lot 12-A-1-F of the Maui Lani Subdivision (Subdivision File No. 3.2327), being a portion of the land described and covered by Grant 3343 to Claus Spreckels. Situated at Wailuku, Maui, Hawaii and being more particularly described as follows:

**BEGINNING** at the Northeast corner of the parcel of land at a point on the Southerly boundary line of the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473), being also the Northwest corner of Lot 12-A-3 of the Maui Lani Subdivision (Subdivision File No. 3.2226), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

6177.64 feet      South  
2707.87 feet      East

and running by azimuths measured clockwise from True South:

- |    |      |         |             |  |
|----|------|---------|-------------|--|
| 1. | 16°  | 55'     | 490.95 feet | along said Lot 12-A-3;   |
| 2. | 286° | 11'     | 470.00 feet | along same;  |
| 3. | 336° | 57' 40" | 90.36 feet  | along same to Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327); |
| 4. | 106° | 11'     | 143.56 feet | along said Lot 12-A-1-A;   |
| 5. | 75°  | 28'     | 507.42 feet | along same;  |
| 6. | 106° | 15' 30" | 284.10 feet | along same to Lot 12-A-1-C of the Maui Lani Subdivision (Subdivision File No. 3.2327); |
| 7. | 192° | 18'     | 158.39 feet | along said Lot 12-A-1-C;   |



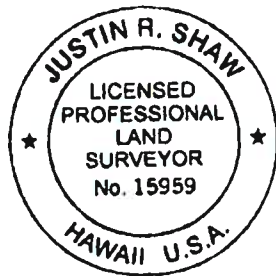
8. thence along same on a curve to the right having a radius of 864.70 feet, the chord azimuth and distance being:

216°13'47.5" 701.48 feet to the most Westerly boundary corner of the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473);

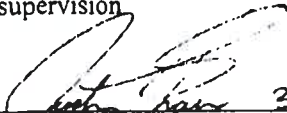
9. 284° 48' 20" 113.34 feet along the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473) to the **POINT OF BEGINNING** and containing an area of 7.310 acres.

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

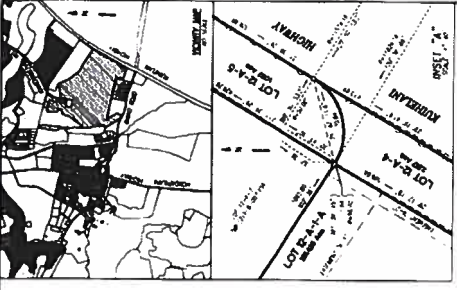
Date: March 9, 2017



This work was prepared by me or under my direct supervision

  
Justin R. Shaw 3-10-2017

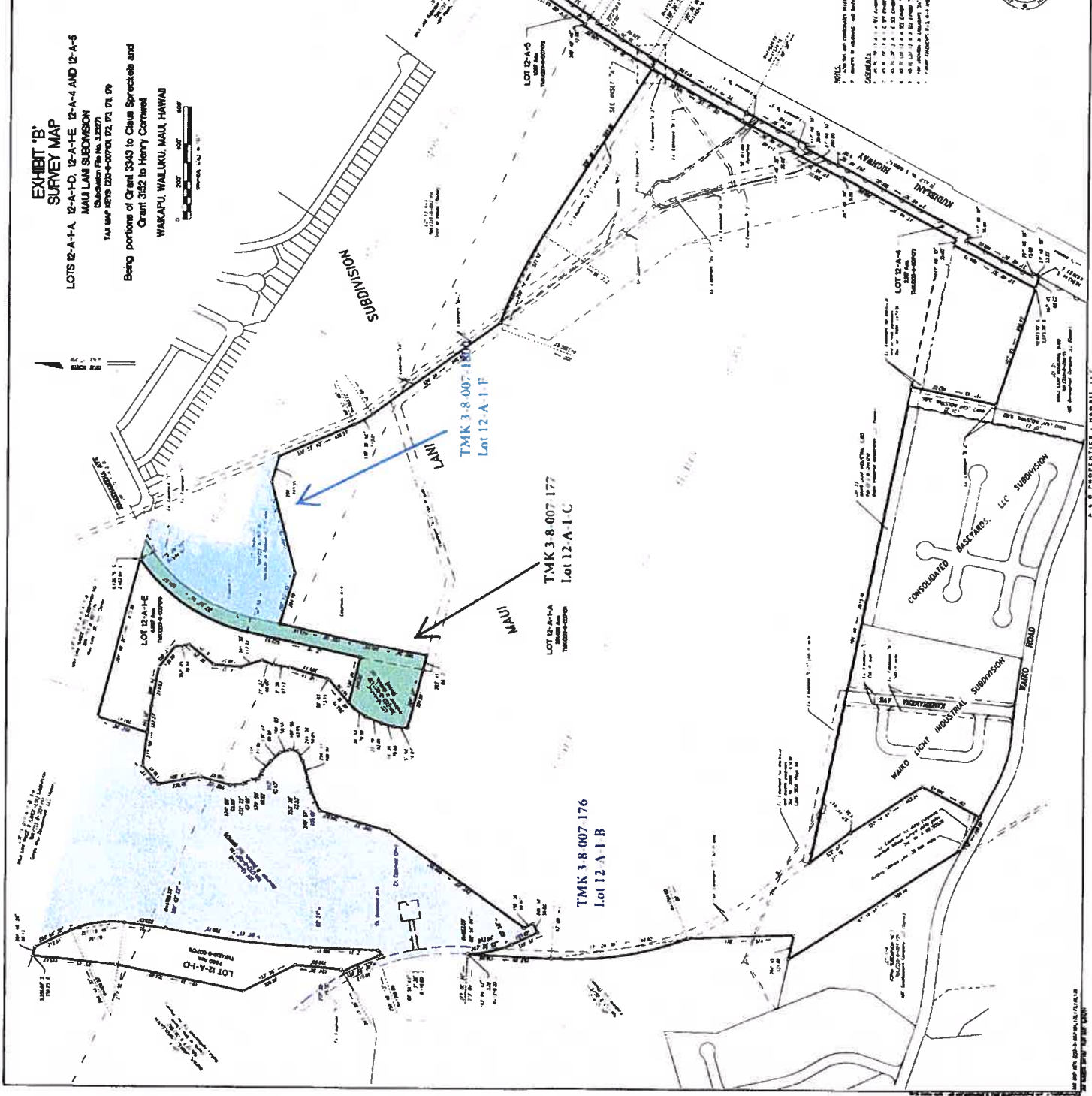
Justin R. Shaw  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018



**EXHIBIT "B"**

**SURVEY MAP**

LOTS 12-A-1-A, 12-A-1-D, 12-A-1-E, 12-A-1-F, 12-A-1-G AND 12-A-1-H  
 MAUI LAN SUBDIVISION  
 Subdivision Plan No. 3-2377  
 T.M. MAP 1876 123-4-007-172, 173, 174, 175  
 Being portions of Grant 3303 to Claus Spreckels and  
 Grant 3652 to Henry Corning  
 WAKAPU, WALLUKU, MAUI, HAWAII



NOTES:  
 1. THIS MAP WAS PREPARED BY THE ENGINEER AND SURVEYOR WHO HAS PERSONALLY CONDUCTED THE SURVEY AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.  
 2. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 3. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 4. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 5. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 6. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 7. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 8. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 9. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.  
 10. THE MAP IS SUBJECT TO THE HAWAIIAN LAND USE ZONING ORDINANCES AND ANY OTHER APPLICABLE LAWS.



**EXHIBIT "D"**

**COUNCIL OF THE COUNTY OF MAUI**

**WAILUKU, HAWAII 96793**

**CERTIFICATION OF ADOPTION**

It is **HEREBY CERTIFIED** that **RESOLUTION NO. 21-169**, was adopted by the Council of the County of Maui, State of Hawaii, on the 5th day of November, 2021, by the following vote:

<b>MEMBERS</b>	<b>Alice L. LEE Chair</b>	<b>Keani N. W. RAWLINS-FERNANDEZ Vice-Chair</b>	<b>Gabriel L. JOHNSON</b>	<b>Natalie A. KAMA</b>	<b>Kelly T. KING</b>	<b>Michael J. MOLINA</b>	<b>Tamara A. M. PALTIN</b>	<b>Shane M. SINENCI</b>	<b>Yuki Lei K. SUGIMURA</b>
<b>ROLL CALL</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>	<b>Excused</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>



COUNTY CLERK

NCLD



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

December 23, 2021 8:01 AM

Doc No(s) A - 80270363

/s/ LESLIE T KOBATA  
REGISTRAR

Pkg 11930890 ICL

Conveyance Tax: \$3.00

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (XX) PICKUP ( )

COUNTY OF MAUI  
Department of Finance  
200 South High Street  
Wailuku, Hawaii 96793

S:\ALL\FORMS\Public Works\Warranty Deed (rev 02 2020) docx

TG: 200157728-5

TGE: 7322125436  
Jeremy Trueblood

(9) R/S

TMK No. (2) 3-8-007-176, -177 & -180

Total No. of Pages: 10 ✓

Subdivision File No. \_\_\_\_\_

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

That ALEXANDER & BALDWIN, LLC, a Delaware limited liability company

whose address is 822 Bishop Street, Honolulu, Hawaii 96813

\_\_\_\_\_, (hereinafter the "Grantor"), pursuant to  
Section 3.44.015 (F)(4) of the Maui County Code, does hereby convey to the COUNTY  
OF MAUI, a political subdivision of the State of Hawaii, whose principal office and mailing  
address is 200 South High Street, Wailuku, Hawaii 96793, (hereinafter "Grantee"), that  
certain property situate at Waikapu, Wailuku, Maui, Hawaii, more

particularly described in Exhibit "A" and as approximately shown on Exhibit "B", subject, however, to the encumbrances mentioned in Exhibit "A", both said exhibits being attached hereto and incorporated herein by reference, unto the Grantee, as Tenant in Severalty, its legal successors and assigns, forever, including the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interests of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.


AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real and personal property and that the Grantor has good right to convey the same as aforesaid; that the property is free and clear of all encumbrances, except as may be described in Exhibit "A"; and the Grantor will WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons.

It is understood and agreed that the term "property" shall be deemed to mean and include the property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns, and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several.

Pursuant to Section 18-215 of the Delaware Limited Liability Company Act, Grantor established within itself Series T, to which the Property has been allocated. Grantor is hereby conveying the Property on behalf of said Series T.


IN WITNESS WHEREOF, the undersigned have executed this instrument on this \_\_\_\_\_ day of DEC 23 2021, 20\_\_\_\_\_.

GRANTOR:  
ALEXANDER & BALDWIN, LLC

Signature:  \_\_\_\_\_

Print Name: Christopher J. Benjamin  
Its: President and Chief Executive Officer, Series T

Date: \_\_\_\_\_

Signature:  \_\_\_\_\_

Print Name: Brett A. Brown  
Its: Chief Financial Officer, Controller and Treasurer, Series T

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF MAUI

By Michael P. Victorino  
MICHAEL P. VICTORINO  
Its: Mayor

By Scott K. Teruya  
SCOTT K. TERUYA  
Its: Director of Finance

**Grantee**

APPROVAL RECOMMENDED:

M. Alibin  
MAY-ANNE A. ALIBIN  
Deputy Director of Finance  
County of Maui

APPROVED AS TO FORM AND  
LEGALITY:

Michael J. Hopper  
MICHAEL J. HOPPER  
Deputy Corporation Counsel  
County of Maui

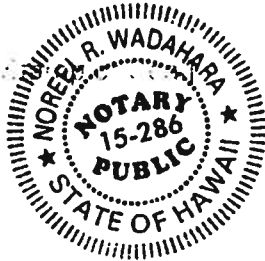
REVIEWED AND APPROVED:

Rowena M. Dagdag-Andaya  
ROWENA M. DAGDAG-ANDAYA  
Director of Public Works  
County of Maui

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

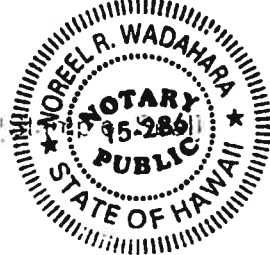
On this 16th day of December, 2021, before me personally appeared CHRISTOPHER J. BENJAMIN, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Signature]  
Notary Public, State of Hawaii  
Printed Name: Noreel R. Wadahara  
My Commission Expires: August 9, 2023

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>Undated</u>	# Pages:	<u>24</u>
Notary Name:	<u>Noreel R. Wadahara</u>	Judicial Circuit:	<u>Second</u>
Doc. Description:	<u>Warranty Deed</u>		
Notary Signature:	<u>[Signature]</u>	Date of notary commission expiration:	<u>12/16/2021</u>
			<u>August 9, 2023</u>

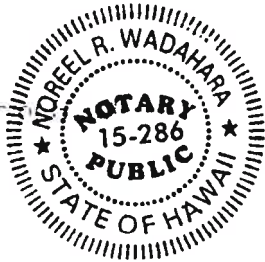




STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this 16th day of December, 2021, before me personally appeared BRETT A. BROWN, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

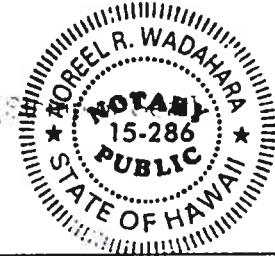


[Signature]  
Notary Public, State of Hawaii

Printed Name: Noreel R. Wadahara

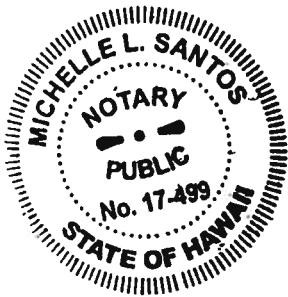
My Commission Expires: August 9, 2023

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>Undated</u>	# Pages:	<u>24</u>
Notary Name:	<u>Noreel R. Wadahara</u>	Judicial Circuit:	<u>Second</u>
Doc. Description:	<u>Warranty Deed</u>		
Notary Signature:	<u>[Signature]</u>		<u>12/16/2021</u>
Date of notary commission expiration: <u>August 9, 2023</u>			



STATE OF HAWAII )  
 ) SS:  
COUNTY OF MAUI )

On this 7th day of December, 2021, before me personally appeared MICHAEL P. VICTORINO, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said MICHAEL P. VICTORINO acknowledged the said instrument to be the free act and deed of said County of Maui.



(Official Stamp or Seal)

Michelle L. Santos

Notary Public, State of Hawaii

Printed Name: MICHELLE L. SANTOS

My commission expires: 12-03-2025

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description:  
Limited Warranty Deed with Reservations and Covenants

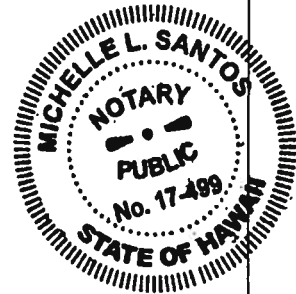
Doc. Date: \_\_\_\_\_ or  undated at the time of execution

No. of Pages: 24 Jurisdiction: Second Circuit  
(in which notarial act is performed)

Michelle L. Santos

Signature of Notary

12-17-2021  
Date of Notarization and  
Certification Statement

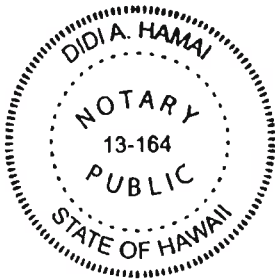


MICHELLE L. SANTOS  
Printed Name of Notary

Date of notary commission expiration: 12-03-2025 (Official Stamp or Seal)

STATE OF HAWAII )  
 ) SS:  
COUNTY OF MAUI )

On this 16th day of December, 2021, before me before me personally appeared SCOTT K. TERUYA, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and executed the foregoing as his free act and deed, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Official Stamp or Seal)

*Didi A. Hamai*

Notary Public, State of Hawaii

Printed Name: Didi A. Hamai

My commission expires: 05/13/2025

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Limited Warranty Deed with Reservations and Covenants	
Doc. Date: _____ or <input checked="" type="checkbox"/> undated at the time of execution	
No. of Pages: <u>24</u>	Jurisdiction: Second Circuit (in which notarial act is performed)
<u><i>Didi A. Hamai</i></u>	<u>12/16/2021</u>
Signature of Notary	Date of Notarization and Certification Statement
<u>Didi A. Hamai</u>	
Printed Name of Notary	
Date of notary commission expiration: <u>05/13/2025</u>	(Official Stamp or Seal)

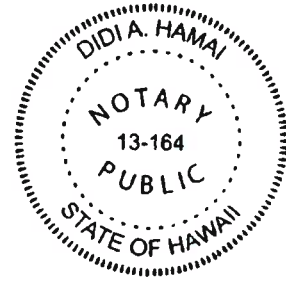


Exhibit "A"

ITEM I (TMK: (2) 3-8-007-176):

LAND DESCRIPTION

LOT 12-A-1-B

MAUI LANI SUBDIVISION

Lot 12-A-1-B of the Maui Lani Subdivision (Subdivision File No. 3.2327), being a portion of the land described and covered by Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels. Situated at Waikapu and Wailuku, Maui, Hawaii and being more particularly described as follows:

**BEGINNING** at the Northeast corner of this parcel of land at a point on the Southerly boundary line of Lot 11-D-1-A-1-B-1-A of the Maui Lani Phase 8 (Large Lot) Subdivision (Subdivision File No. 3.2222) being also the Northwest corner of Lot 12-A-1-E of the Maui Lani Subdivision (Subdivision File No. 3.2327), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE". being:

5897.57 feet      South  
1648.26 feet      East

and running by azimuths measured clockwise from True South:

1.	17° 28'	281.41 feet	along said Lot 12-A-1-E to Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327);
2.	97° 50'	179.95 feet	along Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327);
3.	49° 11'	130.45 feet	along same;
4.	349° 41'	229.45 feet	along same;
5.	15° 02'	166.92 feet	along same;
6.	354° 08'	68.05 feet	along same;
7.	331° 22'	47.69 feet	along same;
8.	351° 55'	40.92 feet	along same;
9.	293° 00'	42.47 feet	along same;

10.	311°	00'	71.39 feet	along same;
11.	315°	47'	69.00 feet	along same;
12.	344°	03'	50.55 feet	along same;
13.	09°	06'	43.95 feet	along same;
14.	61°	56'	59.05 feet	along same;
15.	74°	11'	108.30 feet	along same;
16.	73°	19'	72.53 feet	along same;
17.	65°	57'	102.49 feet	along same;
18.	16°	20'	394.03 feet	along same;
19.	35°	20'	894.55 feet	along same;
20.	335°	56'	55.87 feet	along same;
21.	65°	56'	56.00 feet	along same;
22.	155°	56'	153.47 feet	along same;

23. thence along same on a curve to the right having a radius of 603.00 feet, the chord azimuth and distance being:

167°35'02" 243.54 feet to Lot 12-A-2 of the Maui Lani Subdivision (Subdivision File No. 3.2226);

24. thence along said Lot 12-A-2 on a non-tangent curve to the left having a radius of 1210.00 feet, the chord azimuth and distance being:

167°14'15.5" 657.68 feet;

25. 237° 20' 56.14 feet along Lot A of the Waikapu Landfill Consolidation (L.U.C.A. 3.1565) to Lot 12-A-1-D of the Maui Lani Subdivision (Subdivision File No. 3.2327);

26. thence along said Lot 12-A-1-D on a non-tangent curve to the right having a radius of 1266.00 feet, the chord azimuth and distance being:  
336°02'38" 210.06 feet;
27. thence along same with a reverse curve to the left having a radius of 16.00 feet, the chord azimuth and distance being:  
266°54'41" 31.36 feet;
28. 182° 21' 366.11 feet along same;
29. thence along same on a curve to the right having a radius of 4780.23 feet, the chord azimuth and distance being:  
187°01'41 779.72 feet;
30. 187° 55' 225.01 feet along same;
31. thence along same on a curve to the left having a radius of 509.83 feet, the chord azimuth and distance being:  
171°19'45 291.09 feet;
32. 154° 44' 30" 212.51 feet along same to said Lot 11-D-1-A-1-B-1-A;
33. 284° 48' 20" 1288.25 feet along said Lot 11-D-1-A-1-B-1-A to the **POINT OF BEGINNING** and containing an area of 42.454 acres.

**SUBJECT TO:**

EASEMENT D-1 for access purposes in favor of Lot 12-A-1-D of the Maui Lani Subdivision and being more particularly described as follows:

**BEGINNING** at the northeast corner of this easement, being the southwest corner of Lot 12-A-1-D of the Maui Lani Subdivision (Subdivision File No. 3.2327), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

7220.58 feet South  
279.33 feet East

and running by azimuths measured clockwise from True South:

1. Thence on a curve to the right having a radius of 1266.00 feet and a central angle of 3°18'54" (to which beginning of said curve a radial azimuth bears 241°17'06"), the chord azimuth and distance being:

332° 56' 33" 73.24 feet along said Lot 12-A-1-D, along Lot 12-A-1-B of the Maui Lani Subdivision (Subdivision File No. 3.2327);

2. 6° 56' 30.41 feet along remainder of said Lot 12-A-1-B;

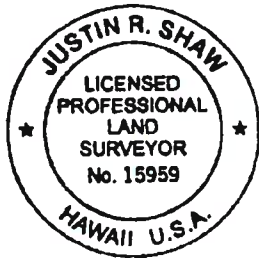
3. thence on a curve to the left having a radius of 1250.00 feet and a central angle of 4°26'32" (to which beginning of said curve a radial line bears 245°46'40"), the chord azimuth and distance being:

153° 33' 24" 96.89 feet along same to Lot A of the Waikapu Landfill Consolidation;

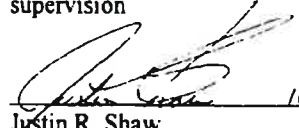
4. 237° 20' 16.04 feet along said Lot A, along said Lot 12-A-1-B to the **POINT OF BEGINNING** and containing an area of 0.031 acres.

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

Date: March 9, 2017  
Revised: September 29, 2017



This work was prepared by me or under my direct supervision

  
Justin R. Shaw  
10-3-2017  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018

**SUBJECT, HOWEVER, to the following:**

1. **Mineral and water rights of any nature.**
2. **The terms and provisions contained in ROYAL PATENT GRANT NUMBER 3152 dated November 18, 1945.**

The foregoing includes, but is not limited to, matters relating to reservation of native rights.

3. **The terms and provisions contained in SECTION 14.04.010(E) AGREEMENT RELATING TO FIRE PROTECTION dated August 25, 1987, recorded in Liber 21387 on Page 752, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, CERIZO BROTHERS, INC., a Hawaii corporation, and the COUNTY OF MAUI and its DEPARTMENT OF WATER SUPPLY.**

4. **The terms and provisions contained in AGREEMENT TO DEFER SUBDIVISION REQUIREMENTS dated September 27, 1989, recorded in Liber 23854 on Page 9, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.**

5. **The terms and provisions contained in SUBDIVISION AGREEMENT (AGRICULTURAL USE) dated August 29, 1989, recorded in Liber 23899 on Page 679, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI, through its Department of Public Works.**

6. **The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated August 29, 1989, recorded in Liber 23899 on Page 689, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI.**

7. **The terms and provisions contained in AGREEMENT RELATING TO FIRE PROTECTION dated July 18, 1990, recorded as Document No. 90-139708, by and between FRANK WEATHERFORD, doing business as MAUI SOD FARM, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.**

8. **The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated March 22, 1991, recorded as Document No. 91-051286, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and MAUI LAND PARTNERS, a Hawaii general partnership, and the COUNTY OF MAUI.**

9. **Grant to COUNTY OF MAUI, a political subdivision of the State of Hawaii, dated April 30, 1991, recorded as Document No. 92-134141, granting a nonexclusive easement from Waikapu Road, also known as Waiko Road to property owned by the County of Maui, known as the Waikapu Landfill site, over and across**



"Easement Area" (being Easement "D"), for ingress and egress purposes, said Easement Area being more particularly described therein.

AMENDMENT OF EASEMENT dated March 13, 2018, recorded as Document No. A-67380730.

10. DESIGNATION OF EASEMENT "D" for access purposes shown on Subdivision Map by Allen K. Watanabe, Land Surveyor, dated March 2, 1992, revised May 15, 1992 and approved by the County of Maui, Department of Public Works on May 22, 1992 (LUCA File No. 3.1539).

11. The terms and provisions contained in DECLARATION REGARDING FINAL BURIAL SITE COMPONENT OF A DATA RECOVERY PLAN AND PRESERVATION PLAN FOR SITES 50-50-04-5504 AND 6679 dated October 20, 2011, recorded as Document No. 2011-173661.

12. The terms and provisions contained in NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE COMMISSION dated June 26, 2012, recorded as Document No. A-45610752.

13. The terms and provisions contained in DECLARATION OF CONDITIONS dated June 26, 2012, recorded as Document No. A-45610753.

14. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated April 10, 2013, recorded as Document No. A-49860881, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, "County".

15. Grant to ALEXANDER AND BALDWIN LLC, a Hawaii limited liability company, dated June 10, 2014, recorded as Document No. A-52770556, granting an easement over and across Easement "D" for vehicular and pedestrian ingress and egress, more particularly described therein.

16. The terms and provisions contained in AGREEMENT FOR EFFLUENT WATER DISTRIBUTION AND GRANT OF EASEMENTS dated June 26, 2014, recorded as Document No. A-52900490, by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company ("A&B"), and STATE OF HAWAII, by and through its Board of Land and Natural Resources ("DLNR").

17. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated December 5, 2016, recorded as Document No. A-62000999, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI.

18. DESIGNATION OF EASEMENT "CP-1" for cultural preservation purpose shown on Subdivision map dated November 19, 2014, revised July 29, 2016, approved by the County of Maui on September 12, 2017, Subdivision File Number 3.2327.

19. DESIGNATION OF EASEMENT "A-5" for the purpose of access to Easement CP-1 shown on Subdivision map dated November 19, 2014, revised July 29, 2016, approved by the County of Maui on September 12, 2017, Subdivision File Number 3.2327.

20. Grant to ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, dated October 17, 2017, recorded as Document No. A-65000728, granting Easement "D-1" for pedestrian and vehicular access purposes.

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

ITEM II (TMK: (2) 3-8-007-177):

LAND DESCRIPTION  
LOT 12-A-1-C

MAUI LANI SUBDIVISION

Lot 12-A-1-C of the Maui Lani Subdivision (Subdivision File No. 3.2327), being a portion of the land described and covered by Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels. Situated at Waikapu and Wailuku, Maui, Hawaii and being more particularly described as follows:

**BEGINNING** at the Northwest corner of this parcel of land, being also the Northeast corner of Lot 12-A-1-E of the Maui Lani Subdivision (Subdivision File No. 3.2327) and the Southwest corner of Lot 11-D-1-A-2-B (Kamehameha Avenue) of the Maui Lani (Large Lot) Subdivision No.5 (Subdivision File No. 3.2144), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

6120.76 feet      South  
2492.64 feet      East

and running by azimuths measured clockwise from True South:

1.    284°   48'   20"                      109.28 feet      along said Lot 11-D-1-A-2-B (Kamehameha Avenue) to the Northwest corner of Lot 12-A-1-F of the Maui Lani Subdivision (Subdivision File No. 3.2327) being also the West corner of Lot 63 of the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473);
  
2.    thence along said Lot 12-A-1-F on a non-tangent curve to the left having a radius of 864.70 feet and a central angle of 47°51'36", the chord azimuth and distance being:  

36°13'47.5"   701.48 feet;
  
3.    12°    18'                                      621.53 feet      along same and along Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327);
  
4.    10°    39'                                      349.03 feet      along said Lot 12-A-1-A;

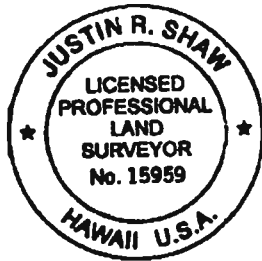
5.	103° 41'	80.12 feet	along same;
6.	104° 37'	324.86 feet	along same;
7.	185° 50'	74.07 feet	along same;
8.	194° 26'	70.60 feet	along same;
9.	202° 16'	92.85 feet	along same;
10	214° 53'	78.59 feet	along same;
11.	228° 32'	41.85 feet	along same;
12	284° 29'	249.55 feet	along said Lot 12-A-1-F;
13	192° 18'	622.93 feet	along same;

14 thence along same on a curve to the right having a radius of 944.70 feet, the chord azimuth and distance being:

213°52'10" 694.60 feet to the  
**POINT OF BEGINNING** and  
containing and area of 5.554 acres.

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

Date: March 9, 2017



This work was prepared by me or under my direct supervision

*Justin R. Shaw*  
Justin R. Shaw 3-10-2017  
Justin R. Shaw  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in ROYAL PATENT GRANT NUMBER 3152 dated November 18, 1945.

The foregoing includes, but is not limited to, matters relating to reservation of native rights.

3. The terms and provisions contained in SECTION 14.04.010(E) AGREEMENT RELATING TO FIRE PROTECTION dated August 25, 1987, recorded in Liber 21387 on Page 752, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, CERIZO BROTHERS, INC., a Hawaii corporation, and the COUNTY OF MAUI and its DEPARTMENT OF WATER SUPPLY.

4. The terms and provisions contained in AGREEMENT TO DEFER SUBDIVISION REQUIREMENTS dated September 27, 1989, recorded in Liber 23854 on Page 9, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.

5. The terms and provisions contained in SUBDIVISION AGREEMENT (AGRICULTURAL USE) dated August 29, 1989, recorded in Liber 23899 on Page 679, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI, through its Department of Public Works.

6. The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated August 29, 1989, recorded in Liber 23899 on Page 689, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI.

7. The terms and provisions contained in AGREEMENT RELATING TO FIRE PROTECTION dated July 18, 1990, recorded as Document No. 90-139708, by and between FRANK WEATHERFORD, doing business as MAUI SOD FARM, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.

8. The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated March 22, 1991, recorded as Document No. 91-051286, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and MAUI LAND PARTNERS, a Hawaii general partnership, and the COUNTY OF MAUI.

9. The terms and provisions contained in DECLARATION REGARDING FINAL BURIAL SITE COMPONENT OF A DATA RECOVERY PLAN AND PRESERVATION PLAN FOR SITES 50-50-04-5504 AND 6679 dated October 20, 2011, recorded as Document No. 2011-173661.

10. The terms and provisions contained in NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE COMMISSION dated June 26, 2012, recorded as Document No. A-45610752.

11. The terms and provisions contained in DECLARATION OF CONDITIONS dated June 26, 2012, recorded as Document No. A-45610753.

12. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated April 10, 2013, recorded as Document No. A-49860881, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, "County".

13. Grant to STATE OF HAWAII, by and through its Board of Land and Natural Resources, dated June 26, 2014, recorded as Document No. A-52900489, granting a nonexclusive easement over, under and across Easement "1" for (a) pedestrian and vehicular access purposes and (b) the installation, use, operation, maintenance, repair, and replacement of underground utility lines, more particularly described therein.

14. The terms and provisions contained in AGREEMENT FOR EFFLUENT WATER DISTRIBUTION AND GRANT OF EASEMENTS dated June 26, 2014, recorded as Document No. A-52900490, by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company ("A&B"), and STATE OF HAWAII, by and through its Board of Land and Natural Resources ("DLNR").

15. Grant to MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation, dated July 20, 2015, recorded as Document No. A-57800775, granting Easement 1 for access and utility purposes.

16. DESIGNATION OF EASEMENT "A-4" for access purpose shown on Subdivision map dated November 19, 2014, revised July 29, 2016, approved by the County of Maui on September 12, 2017, Subdivision File Number 3.2327.

17. DESIGNATION OF EASEMENT "U-1" for utility purpose shown on Subdivision map dated November 19, 2014, revised July 29, 2016, approved by the County of Maui on September 12, 2017, Subdivision File Number 3.2327.

18. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated December 5, 2016, recorded as Document No. A-62000999, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI.

19. 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.

ITEM III (TMK: (2) 3-8-007-180):

LAND DESCRIPTION

LOT 12-A-1-F

MAUI LANI SUBDIVISION

Lot 12-A-1-F of the Maui Lani Subdivision (Subdivision File No. 3.2327), being a portion of the land described and covered by Grant 3343 to Claus Spreckels. Situated at Wailuku, Maui, Hawaii and being more particularly described as follows:

**BEGINNING** at the Northeast corner of the parcel of land at a point on the Southerly boundary line of the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473), being also the Northwest corner of Lot 12-A-3 of the Maui Lani Subdivision (Subdivision File No. 3.2226), the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being:

6177.64 feet      South  
2707.87 feet      East

and running by azimuths measured clockwise from True South:

- |    |              |             |  |
|----|--------------|-------------|--|
| 1. | 16° 55'      | 490.95 feet | along said Lot 12-A-3;   |
| 2. | 286° 11'     | 470.00 feet | along same;  |
| 3. | 336° 57' 40" | 90.36 feet  | along same to Lot 12-A-1-A of the Maui Lani Subdivision (Subdivision File No. 3.2327); |
| 4. | 106° 11'     | 143.56 feet | along said Lot 12-A-1-A;   |
| 5. | 75° 28'      | 507.42 feet | along same;  |
| 6. | 106° 15' 30" | 284.10 feet | along same to Lot 12-A-1-C of the Maui Lani Subdivision (Subdivision File No. 3.2327); |
| 7. | 192° 18'     | 158.39 feet | along said Lot 12-A-1-C;   |

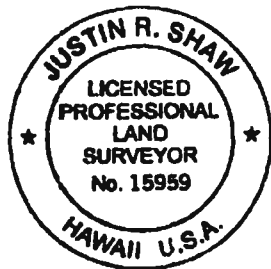
8. thence along same on a curve to the right having a radius of 864.70 feet, the chord azimuth and distance being:

216°13'47.5" 701.48 feet to the most Westerly boundary corner of the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473);

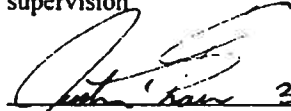
9. 284° 48' 20" 113.34 feet along the Maui Lani Phase 7 / Increment 4 Subdivision (File Plan 2473) to the **POINT OF BEGINNING** and containing an area of 7.310 acres.

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

Date: March 9, 2017



This work was prepared by me or under my direct supervision

  
3-10-2017

Justin R. Shaw  
Licensed Professional Land Surveyor  
Certificate No. LS-15959  
Expiration Date: April 30, 2018

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in SECTION 14.04.010(E) AGREEMENT RELATING TO FIRE PROTECTION dated August 25, 1987, recorded in Liber 21387 on Page 752, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, CERIZO BROTHERS, INC., a Hawaii corporation, and the COUNTY OF MAUI and its DEPARTMENT OF WATER SUPPLY.
3. The terms and provisions contained in AGREEMENT TO DEFER SUBDIVISION REQUIREMENTS dated September 27, 1989, recorded in Liber 23854 on Page 9, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.



4. The terms and provisions contained in SUBDIVISION AGREEMENT (AGRICULTURAL USE) dated August 29, 1989, recorded in Liber 23899 on Page 679, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI, through its Department of Public Works.

5. The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated August 29, 1989, recorded in Liber 23899 on Page 689, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI.

6. The terms and provisions contained in AGREEMENT RELATING TO FIRE PROTECTION dated July 18, 1990, recorded as Document No. 90-139708, by and between FRANK WEATHERFORD, doing business as MAUI SOD FARM, and the DEPARTMENT OF WATER SUPPLY of the County of Maui.

7. The terms and provisions contained in SUBDIVISION AGREEMENT (LARGE LOTS) dated March 22, 1991, recorded as Document No. 91-051286, by and between ALEXANDER & BALDWIN, INC., a Hawaii corporation, and MAUI LAND PARTNERS, a Hawaii general partnership, and the COUNTY OF MAUI.

8. The terms and provisions contained in DECLARATION REGARDING FINAL BURIAL SITE COMPONENT OF A DATA RECOVERY PLAN AND PRESERVATION PLAN FOR SITES 50-50-04-5504 AND 6679 dated October 20, 2011, recorded as Document No. 2011-173661.

9. The terms and provisions contained in NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE COMMISSION dated June 26, 2012, recorded as Document No. A-45610752.

10. The terms and provisions contained in DECLARATION OF CONDITIONS dated June 26, 2012, recorded as Document No. A-45610753.

11. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated April 10, 2013, recorded as Document No. A-49860881, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, "County".

12. Grant to STATE OF HAWAII, by and through its Board of Land and Natural Resources, dated June 26, 2014, recorded as Document No. A-52900489, granting a nonexclusive easement over, under and across Easement "1" for (a) pedestrian and vehicular access purposes and (b) the installation, use, operation, maintenance, repair, and replacement of underground utility lines, more particularly described therein.

13. The terms and provisions contained in AGREEMENT FOR EFFLUENT WATER DISTRIBUTION AND GRANT OF EASEMENTS dated June 26, 2014, recorded as Document No. A-52900490, by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company ("A&B"), and STATE OF HAWAII, by and through its Board of Land and Natural Resources ("DLNR").

14. Grant to MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation, dated July 20, 2015, recorded as Document No. A-57800775, granting Easement 1 for access and utility purposes.

15. The terms and provisions contained in AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL dated December 5, 2016, recorded as Document No. A-62000999, by and between ALEXANDER & BALDWIN, LLC, "Subdivider", and the COUNTY OF MAUI.

16. 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.

