# Land Commission Award Number 3275-E to Kaleo (Volume 8, Page 451)

EXHIBIT NO.
**2189 WCEIC - 204**

Wm. Pun. Esq.
Hilo
J. M. Robertson
S. Kahaulahau
J. H. Smith

Honolulu 31 Dek. 1852

Helu 3275 E Kalea ✓

Waihu, Maui.

1 Apana III Ili o Kualailua. E hoomaka ma ke kihi Hikina o keia, Ak. 9° Kom. 6.78 Kh. ma ke Kahawai. Hem. 25½° Kom. 5.68 Kh. ma ke Pa. Hem. 10¾° Kom. 2.10 Kh. ma ke Pa. Hem. 73° Hik 50 Kh. ma ke Pa. Ak. 19½° Hik 96 Kh. ma ke pa. Hem. 74° Hik. 1.75 Kh. ma ke Pa. Ak. 75¾° Hik 1.07 Kh. ma Kuka, o kiki ma kahi i hoomaka ai, a maloko oia awapuni, 1. 32/100 Ekea.

Poalima. E hoomaka ma ke kihi Komohana Akau o keia, mai ka puhu e ono o keia Kuleana, Ak. 30° Hik. 2.43 Kh. Hem. 7° Kom. 1.58 Kh. Hem. 81° Hik 80 Kh. Ak. 7° Hik 1.58 Kh. Ak. 81° Kom. 80 Kh. o kiki ma kahi i hoomaka ai, a malok oia awapuni. 12/100 Ekea.

2 Apana IV Ili Panene. E hoomaka ma ke kihi [illegible] o keia, Ak. 64½° Hik 8.64 Kh. ma ka Kahawai, Hem. 68° Hik 3.47 Kh. ma Kahawai, Hem. 83½° Kom 11.26 Kh. ma Pali. a kiki ma kahi i hoomaka ai, a malok oia awapuni. 1¹²/100 Ekea.

3 Apana V Ili Ohiauui. E hoomaka ma ke kihi Komohana o keia. Ak. 55½° Hik. 53. Kh ma ka pali waluna. Hem. 43¾° Hik 12.00 Kh. mai ka Pa ō Kuka. Hem. 4° Kom. 5.51 Kh. ma Kuka. Ak. 41 Kom. 12.68 Kh. ma Kuka. a kiki ma kahi i hoomaka ai, a malok oia awapuni. 6⁶²/100 Ekea.

4 Apana VI Ili Kumuwiliwili. E hoomaka ma ke kihi Hema o keia, Ak. 56½° Kom. 334 Kh. ma Kuka. Ak. 16¾° Hik 4.40 Kh. ma Kuka. Ak. 69½° Hik 3.27 Kh ma Kahawai. Hem. 1° Hik 6.82 Kh ma ke Kapaka. Ak. 78¼° Kom. 1.56 Kh ma Poalima. Hem. 14¼° Kom. 68 Kh. ma ka poalima. Hem. 73¾° Hik. 16 Kh. ma Poalima. Hem. 2° Kom. 1.23 Kh. ma ka Kahohaka Ak. 80 Kom. 2.01 Kh. ma ka Poalima,

4 Apana VI. Ili Kumuwiliwili. E noomaka ma ke kihi Hema o keia, Ak. 56½° Kom. 4 Kh. ma Kula. Ak. 16¼° Hik 4.40 Kh. ma Kula, Ak. 69½° Hik 3.27 kh ma Kahawai, Hem. 1° Hik 1.82 Kh ma ke Kapaku. Ak. 79¼° Kom. 1.56 kh ma Poalima, Hem. 14¼° Kom. 68 Kh. ma ka poalima, Hem. 73¼° Hik 1.67 Kh. ma Poalima, Hem. 3° Kom. 1.23 kh. ma ka Kapohaku, Ak. 80 Kom. 2.01 Kh. ma ka Poalima, Hem. 35° Kom. 56 Kh. ma ka Poalima, Hem. 85° Hik 2.91 Kh. ma ka Poalima, Hem. 67½° Kom. 2.70 Kh. ma Kula, a hiki ma kahi i hoomaka'i, a maloko oia anapuni. 1 83/100 Eka.

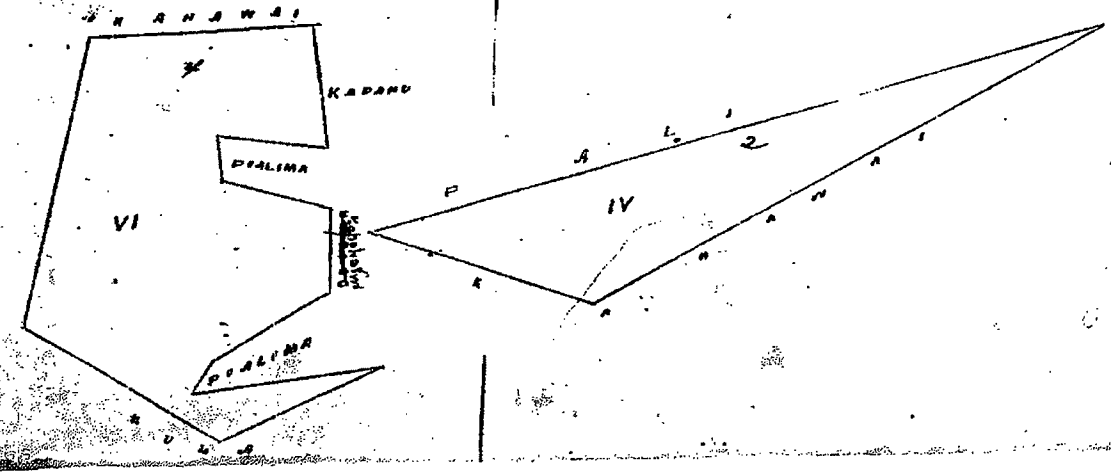
5 Apana VII. Ili o Ukiki. E hoomaka ma ke kihi Hema o keia, Ak. 54¼° Hik 2.80 Kh. ma Kahue, Ak. 38° Kom. 1.81 Kh. ma Kahue, Hem. 21° Kom. 3.24 Kh. ma Kahue, a hiki ma kahi hoomaka'i, a maloko oia anapuni. 24/100 Eka.

6 Apana VIII Ili Kapaka. E hoomaka ma ke kihi Komohana o keia, Ak. 66¼° Hik 4.30 Kh. Hem. 62¼° Hik 11.80 Kh. ma Kahawai, Hem. 60° Kom. 69° Kh ma Poalima, Hem. 25° Kom. 1.94 Kh. ma Kula, Ak. 66° Kom. 13.35 Kh. ma Pali, a hiki ma kahi i hoomaka'i, a maloko oia anapuni, 3. 39/100 Eka.

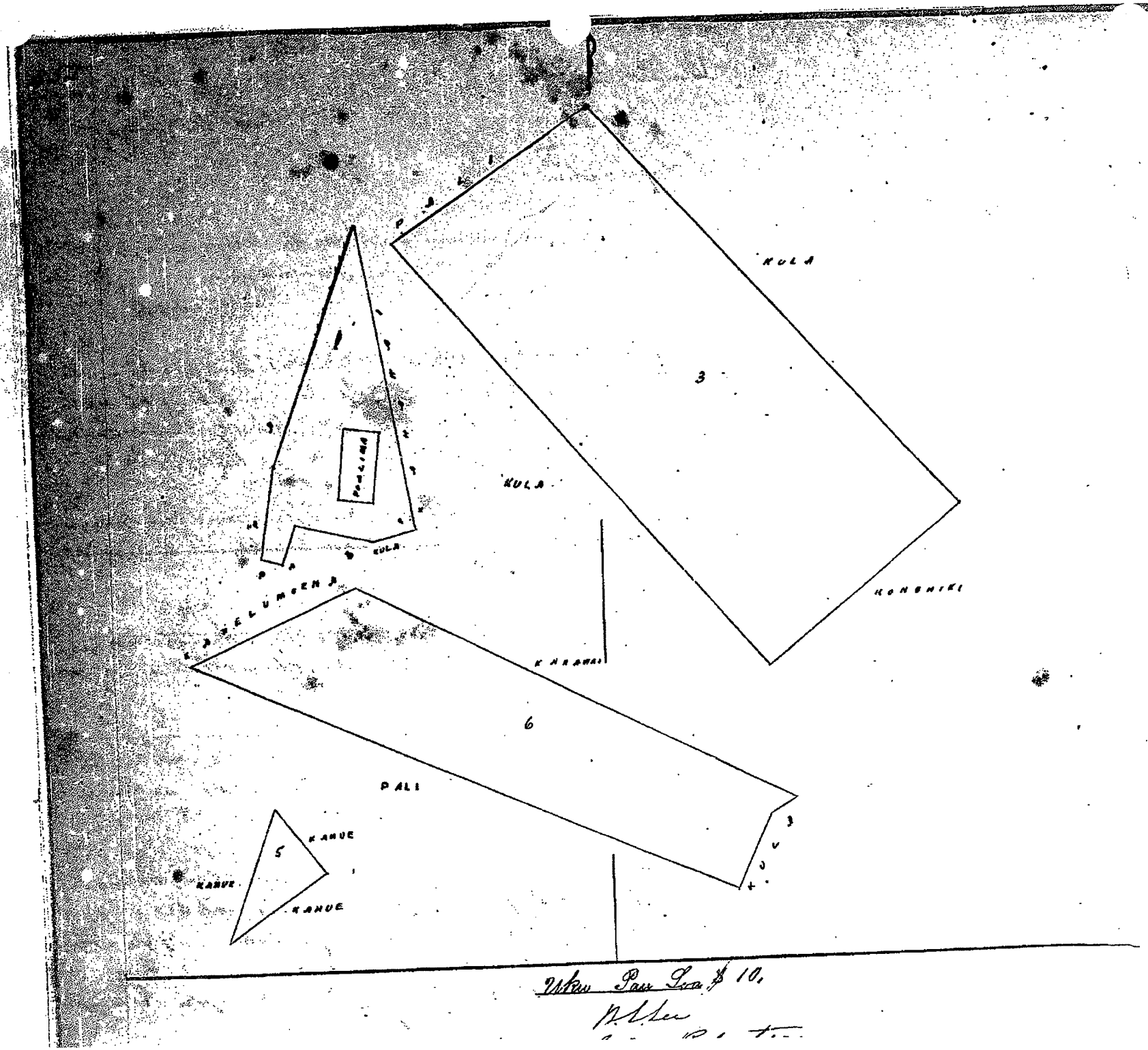
John T. Gower.
Mea ana aina

Wailuku, Oct 13. 1852.

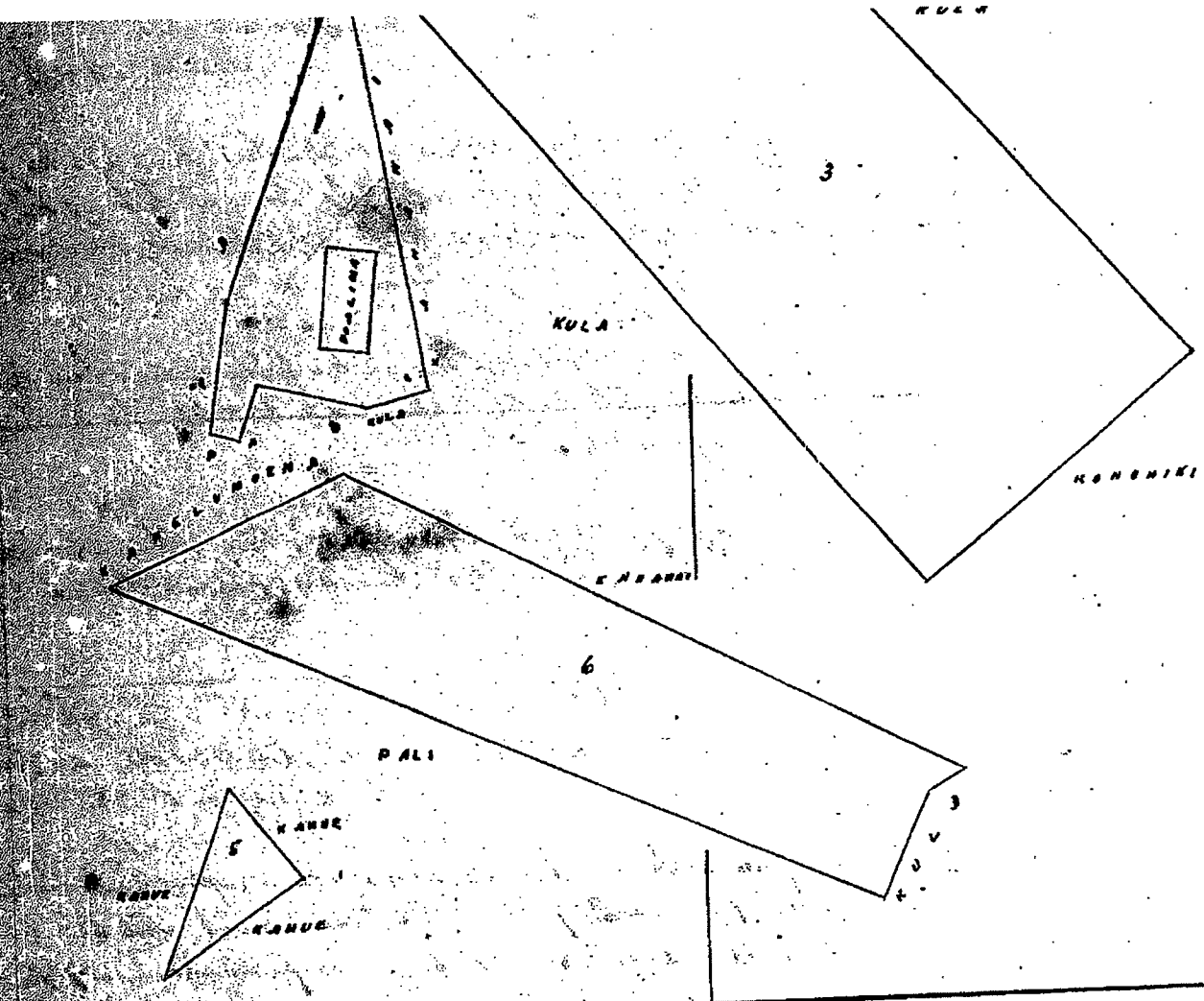
Nana ma kela avao




1.32
12
1.12
6.62
1.83
24
3.39
14.52




Ukw Pau Loa $ 10.




Uku Pau Loa $ 10.

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. H. Smith

Honolulu 31 Dek. 1852

Helu 4405 D. Kaulahiwa

Waihee Maui.

Ili Kapahukauwila. E hoomaka ke ana ma ke kihi Hikiwa o Kanuiheana.

Ak. 31' Ko. 66 Kh. Kanuiheana.

Royal Patent Number 5154
(Volume 20, Page 535)

See R.P. 6092

HELU..... 6054

# PALAPALA SILA NUI

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA

**NO KA MEA,** Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana [illegible]

Kuleana Helu.....

Kaleo

ma ke **Ano Alodio** iloko o kahi i oleloia malalo.

Nolaila, ma kela Palapala Sila Nui, ke hoike aku nei o Kamehameha IV, ko Alii, [illegible] a ke [illegible] i [illegible] hoonoho ai maluna o ko Hawaii Pau Aina, i na kanaka a pau, i keia la nona [illegible] a [illegible] mau hope alii, ua haawii aku ola ma ke **Ano Alodio** ia Kaleo

i kela wahi a pau loa ma Waiehu

[illegible] Maui penei na mokuna,

[illegible] Hoomaka ma ke Kihi Hik

| | | | | |
|---|---|---|---|---|
| [illegible] | 9 [illegible] | 6.78 Kaul | ma | Kahawai |
| [illegible] | [illegible] | 5.65 " | " | Pa |
| [illegible] | [illegible] | 2.10 " | " | " |
| [illegible] | [illegible] | .50 " | " | " |
| [illegible] | [illegible] | .86 " | " | " |
| [illegible] | [illegible] | 1.75 " | " | " |
| [illegible] | [illegible] | 1.07 " | " | Kula |

1.32 Eka
12 Kanohiki
He 1.20 E. Koe

[illegible] Hoomaka ma Kihi Hom

| | | | | |
|---|---|---|---|---|
| [illegible] | [illegible] | [illegible] Kaul | ma | Kahawai |
| [illegible] | [illegible] | [illegible] " | " | " |
| [illegible] | [illegible] | [illegible] " | " | Pali |

He 1.12 Eka

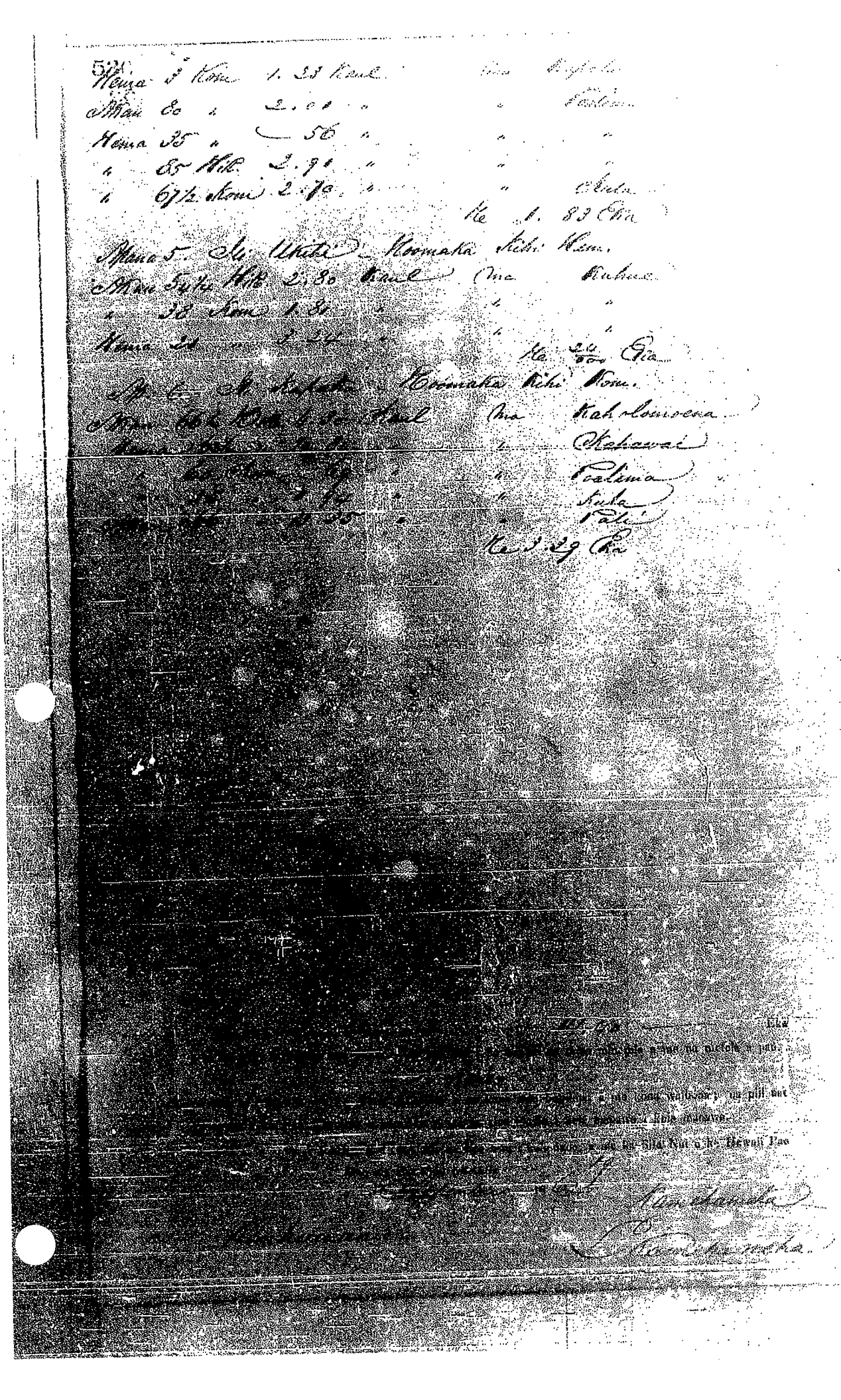
[illegible] Hoomaka Kihi Hom

| | | | | |
|---|---|---|---|---|
| [illegible] | [illegible] | [illegible] | ma | Pali Maluna |
| [illegible] | [illegible] | [illegible] | " | Pau S Kula |
| [illegible] | [illegible] | [illegible] | " | Kula |
| [illegible] | [illegible] | [illegible] | " | " |

He 6.62 Eka

[illegible] Hoomaka Kihi Hom

| | | | | |
|---|---|---|---|---|
| [illegible] | [illegible] | [illegible] Kaul | ma | Kula |
| [illegible] | [illegible] | [illegible] " | " | " |
| [illegible] | [illegible] | [illegible] " | " | Kahawai |
| [illegible] | [illegible] | [illegible] " | " | Kapaha |
| [illegible] | [illegible] | [illegible] " | " | Poulima |
| [illegible] | [illegible] | [illegible] " | " | " |
| [illegible] | [illegible] | [illegible] " | " | " |



# NATIVE TESTIMONY (HAWAIIAN)

2 Ua puni keia apana ia Mahi ma na avao a pau.
3 Ua puni no keia apana ia Mahi.
4 Pela no keia apana, o Mahi no a puni.
5 Mauka a Waihee o Kamanele, Makai Waiwaiole, Maalaea Kahawai o Ahikuli.
6 Ua puni keia apana ma na avao apau ia Waiwaiole.

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3275 E

Kalo Lulai 19

Hookiia keia mea kuleana, a olelo mai ka, nau no i palapala a hoonna ma Oahu i ka malama o Dek. 29. 1847.

Kapohuli Hoohikiia

Ua ike au e 8 apana makeia mau ili o Wailuku me Waiehu

Ap 1. 2 Loi Kalo ma Punohala i Wailuku
" 2. 2 " " " Lualailua i Waiehu
" 3. 22 " " " " "
" 4. Pauku " " Puneenee "
" 5. Kuba me Hale " Ohiamui "
" 6. Pauku Kalo " Kumuwiliwili "
" 7. 5 Loi " " Ukihi "
" 8. Ili aina okoa o Kepaka "

No Kawaa mai ka apana mua i 1843. No Kona mau kupuna mai na apana apau ma Waiehu, Poalima ma ka apana 8. Aole mea keakea.

1 Ua puni keia apana ia Kawaa, o na avao a pau.
2 Mauka Owau, Waihee Kuhilauakea, Makai Paahao, Maalaea Paikalehouta.
3 Mauka Paikalehouta, Waihee, Paikalehouta no, Makai Kahue, Maalaea Kahawai.
4 Mauka a Waihee Kahawai, Makai & Maalaea Kaina.
5 Mauka a Waihee Luaehu, Makai Naleipuleho, Maalaea Ah Wailuku

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NT3275E

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6 Mauka Keliinui. Waihee Kahawai. Makai Paikabehouba. Maabaea Konohiki.

7 Mauka a Waihee Kahue. Makai Loi Paahao. Maabaea Kahawai.

8 Mauka Kaia. Waihee Kahawai. Makai a me Maabaea Keau.

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Wailuku Iubai 23 1849

Kane. 3275 F

Kamai Hoohikiia

Ua ike au na Nakipubeho i pabapaba ko Kane i ka 1847

Waiwaiole Hoohikiia

Ua ike au e 4 apana makeia man ili ma W. Ahikuli

Apr. Aina Kalo & Kuba ma Halawa

" 2. 6 Loi " ma Kaohe

" 3. Kuba Wauke ma Kukuikomo

" 4. 2 Loi Kalo ma Pohakulua.

No Kaaimabani mai ka apana mua i ka wa o Kamehameha II. No Kaneiakaba mai ka apana 2. i ka M. H. 1835. No Kamahalwa mai ka apana 3. i ka wa o Kamehameha II. No Kuali mai ka apana 4. i ka wa o Navopu i 1835. 1 poalima ma ka Apana 1. Aole mea keakea.

1 Mauka Lupo. Waihee Ahupuaa o Polipoli. Makai Owan. Maabaea Kahawai o Ahikuli

2 Mauka Kaneiakaba. Waihee Kahawai. Makai Kaneiakaba. Maabaea Pali.

3 Mauka Waihee a Makai Pali. Maabaea Kahawai

4 Ua puni keia apana ia Kuali.

NT 3275E-2

# NATIVE TESTIMONY (ENGLISH)

No. 3275 Holomoana (cont.)

Section 2 - 1 patch at Ohia in Ahikuli
Mahi's boundaries on all sides
Section 3 - 1 patch at Ohia in Ahikuli
Mahi's boundaries on all sides
Section 4 - 3 patches at Ohia in Ahikuli
Mahi's boundaries on all sides
Section 5 - 46 patches at Poohuea in Ahikuli
Mauka and Waihee Kamanele
Makai — Waiwaiole
Maalaea — Ahikuli stream
Section 6 - 6 patches at Kaluaolena at Ahikuli
Waiwaiole's boundaries on all sides.

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No. 3275 E Kaleo — July 19, 1849

Claimant sworn He wrote and sent (claim) to Oahu on Dec. 29, 1847. Kakohuli sworn He has seen 8 sections in these ilis of Wailuku and Waiehu.
All sections in Waiehu from Kaleo's grandparents, 1 poalima in section 2, no objections.
Section 1 - 2 taro patches at Puuohala in Wailuku
Kawaa's boundaries on al sides.
Section2 - 2 Taro patches at Lualailua in Waiehu
Mauka — Kahokuli's land
Waihee — Kuhilanakea's land
Makai — Paahao
Maalaea — Paikalehoule
Section 3 - 22 taro patches at Lualailua in Waiehu
Mauka, waihee — Paikalehoula
Makai — Kahue
Maalaea — Stream
Section 4 - taro pauku at Paneenee in Waiehu
Mauka and Waihee — Stream
Makai and Maalaea — Kaina
Section 5 - Pasture and house at Kumuuiliuili at Waiehu
Makai and Waihee — Luaehu
Makai — Naleipuleho
Maalaea — Wailuku ahupuaa
Section 6 - Taro pauku in Kumuuiliuili in Waiehu
Mauka — Keliinui
Waihee — Stream
Makai — Paikalehoula
Maalaea — Konohiki
Section 7 - 5 Taro pauku (patches) at Ukiki in Waiehu
Mauka and Waihee — Kahue
Makai — Prisoners' patch
Maalaea — Stream
Section 8 - Whole ili land of Kepaka in Waiehu
Mauka — Kaia
Waihee — Stream
Maalaea AND Makai — Keau



NT 3275 E

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No. 3275 F Kane — Wailuku, July 19, 1849

Kamai sworn Naleipuleho wrote Kane's claim in 1847. Waiwaiole sworn he has seen 4 sections in these ilis of Ahikuli. Section1 from Kaaimalani at the time of Kam. II. Section 2 from Kaneiakala in 1835. Section 3 from Kamahaloa at the time of Kam II.

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# FOREIGN TESTIMONY

The Clt. rec^d it from Polea in 1838 His title was never disputed.

It is bounded, Mauka, by Polea's pualima. Waihee, by the ili of Poaiwa. Makai, by Kaneiki's land. Maalaea, by the Creek of Waiehu.

Cl. 3275 d Kaholomoana.

Hebe Sw. I wrote out and sent in this claim in Dec^r 1847. The Clt's lands consists of 6 pieces.

No. 1 is a Kalo & kula in Kaulu, Waiehu

No. 2 is one loi in the ili of Ohianui, Ahikuli.

" 3. " " " " " " " "

" 4. " 3 lois " " " " "

" 5. " 46 " " " " " Poohuea. "

" 6. " 6 " " " " " Kaluaolina "

No. 1. he rec^d from his parents in the days of Kamehameha 1, and the pieces No^s 2, 3 & 4. from Mahi in the year 1845 and he from Kaaimalani in ancient times, No^s 5 & 6, from his wife, who had them from her parents, who possessed them from the days of Kamehameha 1. His title is not disputed except to No. 2. (which dispute has no foundation. This was the conclusion reached after a long and tedi on investigation) There are two pualima lois in No. 5.

No. 1. is bounded Mauka, by Kapuhuli's land. Waihee, by the Pali, Makai, by the Land of Keliinui. Maalaea, by the Creek.

No. 2. is bounded Mauka and all sides, by Mahi's land.

No. 3. is bounded Mauka and all sides, by Mahi's land.

No. 4. is bounded Mauka and all sides, by Mahi's land.

No. 5. is bounded Mauka & Waihee sides, by Kamaneli's land Makai, by Waiwaiole's land. Maalaea, by the Creek of Ahikuli.

No. 6. is bounded Mauka and all sides, by Waiwaiole's land.

Cl. 3275 E Kalo.

The Clt made oath that he wrote out and sent in his claim Dec

FT 3275E

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29. 1847.

Kapuhuli Sw. The Olt's land consist of 8 pieces, one in Wailuku and 7 in Waiehu, Maui

No. 1. is 2 lois in Puohala, Wailuku.
" 2. " " " Lualailua, Waiehu.
" 3. " 22 " " " "
" 4. " a section of lois in Punoue "
" 5. " " Kula " Ohiaui "
" 6. " " Section of lois " Kumuwiliwili Waiehu.
" 7. " 5 lois " Ukihi "
" 8. " the ili of Kipaka Waiehu.

No. 1. he rec.d from Koa in the year 1843, and Nos. 2. 3. 4. 5. 6. 7. & 8. from Elele in the days of Kamehameha II. He had them through his parents. His title is not disputed. There is one poalima loi in No. 8.

No. 1. is bounded. Mauka and all sides, by Koa's land.

No. 2. is bounded. Mauka, by my land. Waihee, by Kailauakea's land. Makai, by the Paahao lois. Maalaea, by Paikaleohula's land.

No. 3. is bounded. Mauka and Waihee sides, by Pa's land. Makai, by Kahua's land. Maalaea, by the Creek.

No. 4. is bounded. Mauka and Waihee sides, by the Creek. On other two sides, by Kaina's land.

No. 5. is bounded. Mauka and Waihee sides, by Luaehu's land. Makai, by Nalepuleho's land. Maalaea, by "Wailuku."

No. 6. is bounded. Mauka, by Keliinui's land. Waihee, by the Creek. Makai, by Paikaleohula's land. Maalaea, by the Kohohiki's land.

No. 7. is bounded. Mauka and Waihee sides, by Kahue's land. Makai, by the Paahao lois. Maalaea, by the Creek.

No. 8. is bounded. Mauka, by Kaia's land. Waihee, by the Creek. On other two sides, by Keawe's land.

Wailuku July 23d 1849.

Cl. 3275 & Kane

Kamai Sw. I know that Nalepuleho wrote out the Claim of Kane and that it was sent in to the Commission in Decr 1847

FT 3275E (Cont)

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# Land Commission Award Number 3292 to Mua
# (Volume 3, Page 713)

EXHIBIT NO.
**2189 WCEIC - 205**

J. H. Smith

Honolulu Februari 11. 1854.

Helu 3292 Mua Wailuku M...

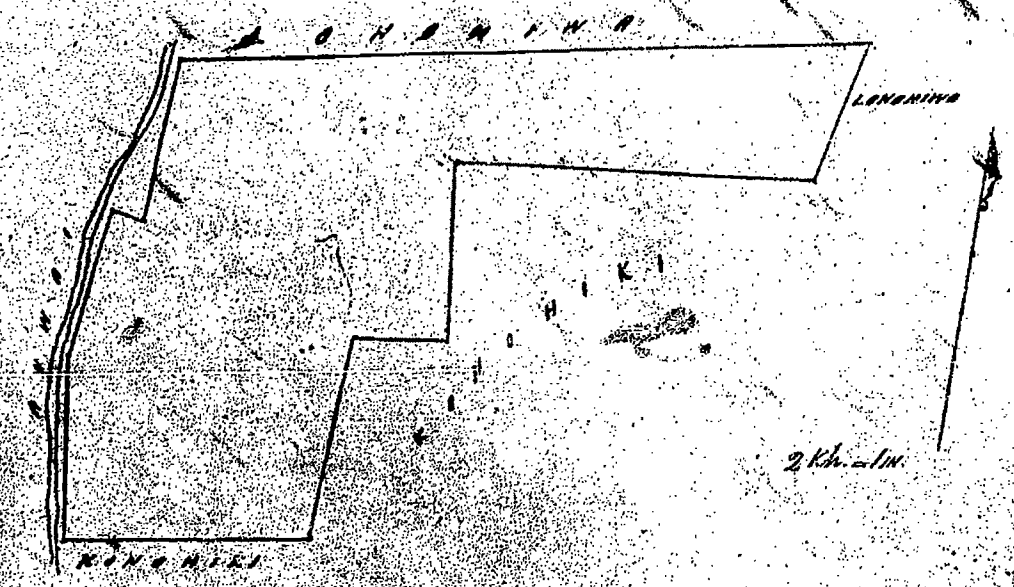
Kalo ma ka ili o Waikanimui. E hoomaka ... ka ...
Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 79° 1/2 | Ko. | 8.60 | Kh. | ma ko Lonohiwa |
| He | 3° 1/4 | Ko | 2.08 | " | ka Auwai |
| Ak. | 81° 1/2 | Ko. | .40 | " | " Poalima |
| He | 7° | Ko | 1.93 | " | " Auwai |
| He | 7° 1/4 | Hi. | 2.29 | " | " " |
| Ak. | 81° | Hi. | 3.02 | " | ko Konohiki |
| Ak. | 3° | Hi. | 2.61 | " | " " |
| Ak. | 83° 1/2 | Hi. | 1.13 | " | " " |
| Ak. | 5° 1/2 | Ko. | 2.24 | " | " " |
| Ak. | 84° | Hi. | 4.50 | " | " " |
| Ak. | 12° 1/2 | Hi. | 1.87 | " | " Lonohiwa a hiki ma |

ke kihi mua. — 2 97/100 Eka.

E. Bailey. Meaana...

Wailuku Januari 30. 1854.



Ukupanlua $1.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. H. Smith

Honolulu Feberuari 11. 1854.

Helu 3330. Lonohiwa. Waituku [illegible]

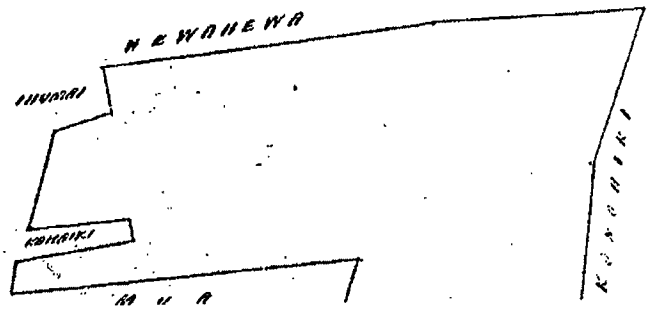
Kalo ma ka ili o Waikaninui. Ohumaka ma ke k[illegible] Kin[illegible] Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 16°½ | Hi. | 1.23 | Kh. ma ko | Ihumai |
| He | 69° | Ko. | 1.44 | " | " |
| He | 9½ | Ko. | 2.63 | " ka | Auwai |
| Ak. | 79°½ | Hi. | 2.56 | " ko | Kahaiki |
| He | 12°¾ | Hi. | .58 | " | " " |
| He | 75°¾ | Ko. | 2.92 | " | " " |
| He | 3°¼ | Ko. | .83 | " ka | Auwai |
| Ak. | 79°½ | Hi. | 8.60 | " ko | Mua |
| He | 12°½ | Ko. | 1.87 | " | " |
| Ak. | 84°½ | Hi. | 6.10 | " | " Kuihelani |
| Ak. | 1°½ | Hi. | 4.12 | " | " Konohiki |
| Ak. | 13°¼ | Hi. | 4.16 | " | " |
| He | 80°¾ | Ko. | 5.42 | " | " Hewahewa |
| He | 78° | Ko. | 8.27 | " | " " a hiki ma ke |

kihi mua.- 8 61/100 Eka.

C. Bailey, Mewandana

Waituku Januari 30. 1854.



Royal Patent Number (NONE)

# NATIVE REGISTER
# (HAWAIIAN)

kahi hale malaila Aloha maikai
na Luna Hoona Mahalo.
Wailuku Na Mahoe
Ahuena 10 Jan. 1848.

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3291 Makaena

Aloha na Luna hoona
M kuleana. He hai aku nei au ia
oukou i kou aina o Kaupali 26 loi
me kahi kula, auwai, oia no ka
palena malalo me na puhala.
Kaupali i Wailuku. Aloha me
ka mahalo
Kaupali Na Makaena
Wailuku 30 Dek. 1848.

---

3292 Mua

Owau o Mua, e hai aku
M ana i kou kuleana aina, loi, kula,
no Puawahine mai kou, o kau wa-
hine mai no ia, no Keahi mai ko
maua e noho nei, aia i Waikani he
54 loi, loi maloo 26, he kula i Waikani.
Waikani Wailuku Na Mua
Maui Januari 6, 1848.

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3293 Mahoe

He hai aku nei i kou mau
M loi 19, oia kou kuleana e noho nei, he wahi
hale, aia i Kepuakaeo, malaila au e
noho nei. Aloha maikai na Luna hoona
Kepukaeo Wailuku Na Mahoe
6 Januari 1848.

NR 3292

# NATIVE REGISTER
# (ENGLISH)

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with aloha: I hereby state my claim for some lo'is. 14 are at Kaopala and Luapuaa. The lo'is at Kaopala are an ancient right from thetime of Kamehameha I, and four lo'i at Luapuaa were from Charles Copper /Copp/. I go to the work days of the ali'i and the konohiki.
Waikapu, 22 Dec. 1847

WAIHO

---

No. 3288 - Mu Maui, Laha. Jan. 13, 1848

Respectful greetings: I hereby state that I have a claim for a pauku at Haleu. It was received from Upai who has died and it is from Upai's wife at this time. That is my petition to you. Upai is the witness, and many other people.

MU

Poluina is the counter claimant, No. 387.

---

No. 3289 - Moo

I, Moo, hereby state my claims at Papohaku in Wailuku. There are 20 lo'i. Those are my little claims, which are better than none. Farewell to the Land Commissioners.
Wailuku, 2 January 1848

MOO

---

No. 3290 - Mahoe

I, Mahoe, hereby state that I have some lo'is at Ahuena: 21 lo'i, 2 kula, some mo'o kula. Those are the claims for lo'i, kula, and also



a house there. Respectfully,
Ahuena, Wailuku, 10. Jan. 1848

MAHOE

---

No. 3291 - Makaena

Greetings to the Land Commissioners: I hereby state to you that at Kaupali I have 26 lo'i and a kula and a watercourse which is the lower boundary, with the hala tree clumps. Kaupali is in Wailuku.
A respectful farewell,
Kaupali, Wailuku, 30 Dec. 1848

MAKAENA

---

√ No. 3292 - Mua

I, Mua, hereby state my claim for land, lo'i and kula. I received my land from my wahine, Puawahine. Our occupancy was from Keahi. At Waikani are 54 lo'i, 26 dry lo'i, and a kula.
Waikani, Wailuku, Maui, January 6, 1848

MUA

NR 3292

# NATIVE TESTIMONY (HAWAIIAN)

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3292. Mua. Julai 12. 1849.

Lonohiwa Hoohikiia. Ua ike au i kona aina 1 apana ma ka ili aina o Waikaninui, Wailuku

Nou aku kona aina, he aina kahiko mai kon mau makua mai i ka wa o Kamehameha 1, I ka M. H. 1839 haawi au ia Mua. Aole mea keakea.

Penei na palena. M. Ili o Umiau me Puako. W. o Manoa (W.) M. o Kuihelani me Kapau. M. aina o ka Moi.

3330. Lonohiwa.

Nawahie (W.) Hooh. Ua ike au kona aina 1 apana kalo, ma ka ili o Waikaninui ma Wailuku.

No Kaihekahi mai, mai na Makua mai no nae ka noho ana, 3 poalima 1 loi paahao maloko. Aole mea keakea i kona kuleana ponoi.

Penei na palena. M. kon aina. W. o Hewahewa. M. o Lulana. M. o Kuihelani.

8617. Kawelo (W.)

Haawenui Hooh. Ua ike au i kona aina, 1 apana ma ka ili o Kalua, Wailuku.

He aina kahiko mai a Kamehameha I, mai. Aole mea keakea.

Penei na palena. M. kahawai o Kalua. W. o Hiolo. M. Pa Aupuni. M. o Namailou.

2479. Kawelo (W.)

NT 3292

# NATIVE TESTIMONY (ENGLISH)

Kamaole sworn: I know his two parcels of land in the 'Ilis in Wailuku.
Parcel 1. House lot in the 'Ili of Kealakapehu
" 2. Taro land " " " " Pohakuokauhi
It was from George Lans /Lawrence/ in 1840. No opposition. One po'alima is in parcel 2.
1. is bounded mauka by the land boundary wall, Waihee by George Lawrence, makai by Nakea, Maalaea by Kupa.
2. is bounded mauka by Geo. Lawrence, Waihee, the same, makai by the 'Ili of Kalua, Maalaea by Geo. Lawrence.

---

No. 2454 - Kenao

Kuahine sworn: I know of one parcel of taro in the 'Ili of Luahinepii in Wailuku. This land was from Ilimahu in 1845. He was a man who was there long before 1830, in the time of Auwae. No opposition. Kenao died in 1848 and it is not clear who his heir is, but he had a wahine, Kaluahine. It is bounded mauka by Pali and Stream, Waihee by stream, makai by Kalawaiahonu, Maalaea, by Pali

---

No. 3500 - Kaina Wailuku, July 12, 1849

Auimakalani sworn: I know his one parcel of land in the 'Ili of Auhaka, in Wailuku. His land was from his makuakane, a kama'aina, therefore he inherited the land on the death of his makuakane. No opposition. It is bounded mauka by my land, Waihee by Kahawai, makai by Ohule, Maalaea by lo'i pa'ahao.

---

No. 3292 - Mua July 12, 1849 Page 644

Lonohiwa sworn: I know his land, one parcel in the 'Ili of Waikani nui, Wailuku. His land was from me, it is an ancient land from my makuas, from the time of Kamehameha I. It was given to Mua in 1839. No opposition. It is bounded mauka by the 'Ili of Umieu and Puako, Waihee by Manoa (W), makai, Kuihelani and Kapau, Maalaea, land of the Mo'i.

---

No. 3330 - Lonohiwa

Nawahie (W) sworn: I know his land, one parcel of taro, in the 'Ili of Waikaninui in Wailuku. It was from Kaihekahi, however, the occupancy was from the makuas. There are 3 po'alima and 1 lo'i pa'ahao in it. There is no opposition to his own right. It is bounded mauka by my land, Waihee by Hewahewa, makai by Lulana, Maalaea by Kuihelani.

---

No. 8617 - Kawelo (W)

Kaawanui sworn: I know her land, one parcel in the 'Ili of Kalua,

NATIVE TESTIMONY 3292

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# FOREIGN TESTIMONY

hike of the land in the year 1845. but the Clt's father had always possessed it before. He was a son of the land and so is the Clt. Kalawaiahome only confirmed his title. His title was never disputed.

It is bounded Mauka, by my land. Waihue, by the Creek of Kailuku & Makai, by Chuli's land. Maalaea, by Paakuu loi.

---

Cl. 3292. Sua.

Lonohiwa Sw. I know the land of the Clt. It is one piece of kalo land in Waikani Nui. Wailuku, Maui.

He rec'd it from me in 1839, and I had it from my father who had it from the reign of Kamehameha 1. The Clt's title was never disputed up to his death in 1848. His widow Nawahie is his heir. It is bounded Mauka by "Puako" & "Umiu". Waihue, by Mauna's land. Makai, by Kuihelani's land. Maalaea, by the King's Eha.

---

Cl. 3330. Nonohiwa or Lonohiwa.

Nawahie (W) Sw. I know the lands of the Clt. It is one piece of land in the ili of Waikani Nui. Wailuku, Maui.

The Clt. rec'd it from his parents and through them his title reaches back to the reign of Kamehameha 1. His title was never disputed. There are 3 poalima loi & one Paakuu loi in it.

It is bounded Mauka, by my land. Waihue, by Hewahewa's land. Makai, by Chulana's land. Maalaea, by Kuihelani's land.

---

Cl. 8617 Kawelo. W.

Kahaawinui Sw. I know the land of the Clt. It is one piece of kalo land, in the ili of Kalua. Wailuku, Maui.

The Clt. has had this land from the days of Kamehameha 1, and her title has never been disputed.

It is bounded Mauka, by the Creek of Kalua. Waihue,

FT 3292

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# Land Commission Award Number 3294-B,
# Apana 2;
# Apana 1, Mahele 1;
# Apana 1, Mahele 2 to Momooiki
# (Volume 3, Page 730)

EXHIBIT NO.
**2189 WCEIC - 206**

# Helu 3294 B Moomooiki Wailuku Maui

Mahele 1.

Apana 1. Kalo ʻpahale ma ka ili o Pohakuhonua kupa.
Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 78° | Kom | 1.11 | Kh. ma ko | Kaupe |
| He | 18° | Hi. | 1.98 | " " | Komohiki |
| Ak. | 70°¾ | Hi. | 1.20 | " " | " |
| Ak. | 71°½ | Hi. | 1.99 | " " | " |
| Ak. | 76°¾ | Hi. | 2.85 | " " | " |
| Ak. | 19° | Ko. | .71½ | " " | " |
| He | 71°½ | Ko | 4.85 | " " | " |
| Ak | 21°½ | Ko. | 1.38 | " " | " a hiki ma ke kihi |

mua = 47/100 Eka.

Mahele 2

Apana 1. Kalo ma ka ili hookahi no. Ehoomaka ma ke kihi Akau, a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 70°¼ | Ko | 3.84 | Kh. ma ko | Poolilii |
| He | 84° | Ko | 1.73 | " " | Komohiki |
| He | 66°½ | Ko | 2.83 | " " | " |
| He | 28°¼ | Hi. | 91 | " " | " |
| Ak. | 66° | Hi. | 2.94 | " " | " |
| He | 25°½ | Hi. | 55 | " " | " |
| Ak. | 71°½ | Hi. | 4.80 | " " | " |
| Ak. | 1°¼ | Hi. | 1.14 | " " | " a hiki ma ke kihi |

mua. = 84/100 Eka.

Apana 2. Kalo ma ka ili o Kapalaalaea. Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He. | 80°¼ | Ko. | 4.07 | Kh. ma ko | J. Pelekaa |
| He. | 84°¼ | Ko. | 3.07 | " " | " |
| He. | 5° | Hi. | .62 | " " | " |
| Ak. | 86°¼ | Hi. | 2.79 | " " | Paiwi. |
| Ak. | 82°¼ | Hi. | 4.30 | " " | " |
| Ak. | 56° | Hi. | .20 | " " | Komohiki |
| Ak. | 14°¾ | | .73 | " " | " a hiki ma ke kihi |

mua = ½ Eka.

C. Bailey Hoaanaaina

Wailuku Nov. 17. 1853.

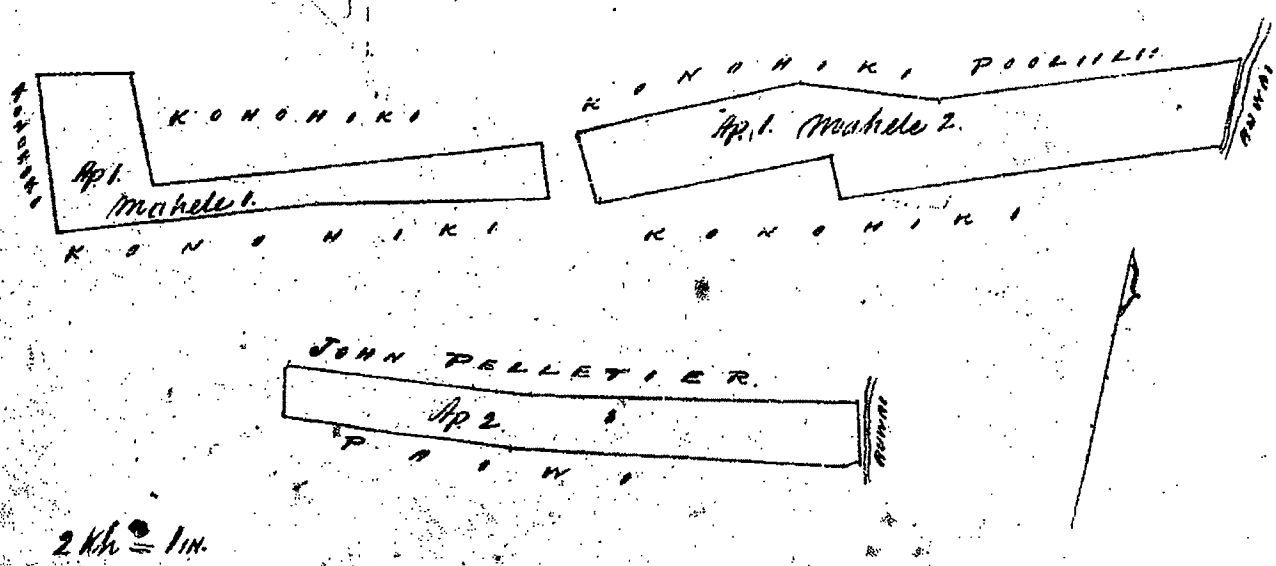
He 70°¼ Ko 3.84 Kh. ma ko Poolilu
He 84° Ko 1.73 " " Konohiki
He 66°½ Ko 2.83 " " "
He 28°¼ Hi. 91 " " "
Ak. 66° Hi. 2.94 " " "
He 25°½ Hi. 55 " " "
Ak. 71°½ Hi. 4.80 " " "
Ak. 1°¼ Hi. 1.14 " " " a hiki ma ke kihi
mua = 84/100 Eka.

Apana 2. Kalo ma ka ili o Kapalaalaea Ehomaka ma ke kihi Akau a e holo.

He. 80°¼ Ko. 4.07 Kh. ma ko J. Pelletier
He. 84°¼ Ko. 3.07 " " "
He. 5° Hi. .62 " " "
Ak. 86°¼ Hi. 2.79 " " Paiwi.
Ak. 82°¼ Hi. 4.30 " " "
Ak. 56° Hi. .20 " " Konohiki
Ak. 14°¾ .73 " " " a hiki ma ke kihi
mua = ½ Eka

C. Bailey.
Meaanaaina

Wailuku Nov. 17. 1853.




0.47
84
50
1.81

2 Kh = 1 IN.

731 Ukupaulua $5.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. K. Smith

Honolulu Maraki. 21. 1854.

Helu 5272c Kaneiaulu ( Wailuku. Maui.

Ma na ili o Kuipa & Laie.
Ehoomaka ma ke kihi Ak a e holo.

| | | | | |
|---|---|---|---|---|
| He | 74°½ | Ko 1.89 Kh. | ma ko | Konohiki |
| He | 22°½ | Hi. 7.90 " | " | " |
| He | 54° | Ko. 1.07 " | " | " |
| He | 4°½ | Hi. 2.24 " | " | Pa |
| He | 13° | Hi. 2.04 " | " | Kaohiai |
| He | 41° | Hi. 1.02 " | " | " |
| He | 29°¾ | Ko. 4.99 " | " | Liilii |
| He | 8° | Ko. 1.77 " | " | " |
| He | 57° | Hi. 1.54 " | " | Kekipi |
| Ak. | 30°½ | Hi. 9.40 " | " | Kahawai |
| Ak | 13° | Hi. 3.88 " | " | " |
| Ak. | 33°¼ | Ko. 2.49 " | " | Aki |
| He | 59° | Ko. .45 " | " | Kupanihi |
| Ak. | 40°½ | Ko. 1.06 " | " | " |
| He | 58° | Ko. .57 " | " | Poalima |
| He | 54°½ | Ko 1.12 " | " | Kupanihi |
| Ak. | 16°½ | Ko 2.88 " | " | " |
| He | 73°½ | Ko .68 " | " | Poalima |
| Ak | 16°½ | Ko 1.13 " | " | " |
| Ak | 73°½ | Hi. .68 " | " | " |
| Ak. | 15°¼ | Ko 1.84 " | " | Keawe |
| Ak. | 15° | Ko. 1.14 " | " | Kupanihi a hiki ma |

Royal Patent Number 6102
(Volume 23, Page 371)

HELU 6102

# PALAPALA SILA NUI

## A ke Alii, mamuli o ka olelo a ka Poe Hoona Kuleana,

NO KA MEA, Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, ke kuleana olelo i ..... Moomooki ..... Kuleana Helu ..... 2294 .....

ma ke Ano Alodio iloko o kahi i oleloia malalo.

Nolaila, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV., ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai matuna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope alii, na haawi aku oia, ma ke Ano Alodio ia ..... Moomooki .....

i keia ..... wahi a pau loa ma ..... Waileku .....

ma ke [illegible] o ..... Maui ..... ponei na mokuna :

[illegible] Ma Poli [illegible]

[illegible] Ma [illegible] Maui

[illegible] Ma Ko Kaupe

[illegible] Honolulu

[illegible]

[illegible] 0 47 Eka

[illegible] Poolalii

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

A ke Alii, ...

NO KA MEA, Ua hoohoio na Luna Hoona i na kuleana ... Moomooke ... Kuleana ...

ma ke Ano Alodio iloko o kahi i oleloia malalo.

Nolaila, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV., ke Alii nui o ke Aupuni ... ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope alii, ua haawi ...

Alodio ia Moomooke

i kela ... wahi e pili ana ma Wailuku

ma ka mokupuni o Maui penei na mokuna:

[illegible]

0.47 [illegible]

[illegible]

0.84 [illegible]

[illegible]

# NATIVE TESTIMONY (HAWAIIAN)

Penei na palena. M. Ili o Kapuakea. W. aina o Kalawaiahonu, M. pela no. M. Pali o Wailuku.

Moomooiki. 3294. B Julai 23. 1849.

J. Napela Hoohikiia. Nau no i palapala i kona kuleana i ka Malama o Dekemaba 1847.
Kauhi Hoohikiia. Ua ike au 2 apana kalo ma ka ili o Pohakupukupu, ma Kapalaalaea, Wailuku.
Apana 1. aina kalo me Hale ma Pohakupukupu.
" 2. Moo " " Kapalaalaea.
No Kaniau mai ka Apana 1, i ka M. H. 1843. no H. Kalaniau mai ko Kaniau. No Pariwi mai ka apana 2, i ka wa o Kamehameha II. Aole mea keakea. Aole poalima maloko.
1 Penei na palena. M. aina Aupuni. W. Ili o Kahewa. M. Ili o Waikani. M. Ili o Puki.
2 Penei na palena. M. Ili o Umieu. W. Ili o Puki. M. Ili o Waikani. M. Ili o Umieu. See Page 67. V. 16. Testimony

2337. Ihuole. ~~3294 C~~

Ihuole Hoohikiia. Ua ike maka no au na Kahale no i kakau kou kuleana i ka Malama o Julai 1848.
Holoua Hoohikiia. Ua ike no au 1 Apana kalo ma ka ili o Papohaku, ma Wailuku.
No D. Kaauwai aku kona i ka M. H. 185. No Namakeha mai kona. Aole mea keakea.
Penei na palena. M. aina o D. Kaauwai. W. aina o Naea. M. kou aina, me Kaulahea. M. aina o ka Moi.

3295. D. Kahue

Kahue Hoohikiia. Ua ike au na Naleipuleho no i kakau kou palapala kuleana i ka Malama o Dekemaba. 1847.
Hoolona Hoohikiia. Ua ike au i kona aina ma Wailuku. 2 apana.

NT 3294-B

# NATIVE TESTIMONY (ENGLISH)

in the 'Ili of Halelani in Wailuku. His land was from Kanakaole in 1843. Kanakaole had it from B. Mahune, and B. Mahune had it from the Mo'i. Kanakaole dispossessed him without cause in 1848. It should be returned to him, since that land is his, not for Apiki.



It is bounded mauka by the 'Ili of Kapuakea, Waihee by the land of Kalawaiahonu, makai, the same, Maalaea by the Pali of Wailuku.

---

No. 3294B - Moomooiki July 23, 1849

I. Napela sworn: It was I who wrote his claim in the month of December, 1847.

Kauhi sworn: I know of two parcels of taro in the 'Ilis of Pohakupukupu and Kapalaalaea, Wailuku.

Parcel 1. Taro land and house at Pohakupukupu
" 2. Taro mo'o at Kapalaalaea. The first parcel was from Kaniau in 1843, who had it from H. Kalama. Parcel 2 was from Paiwi in the time of Kamehameha II. No opposition. No po'alima in it.

1. is bounded mauka by Government land, Waihee by the 'Ili of Kahewa, makai by the 'Ili of Waikani, Maalaea by the 'Ili of Puki.
2. is bounded mauka by the 'Ili of Umieu, Waihee by the 'Ili of Puki, makai by the 'Ili of Waikani, Maalaea by the 'Ili of Umieu.
/In English language: See Page 67, H. 16 Testimony/

---

No. 2337 - Ihuole

Ihuole sworn: I personally witnessed Kahale write my claim in the month of July, 1848.

Holoua sworn: I know of one parcel of taro in the 'Ili of Papohaku in Wailuku. He had it from Z. Kaauwai in 185 /sic/, who had it from Namakeha. No opposition. It is bounded mauka by the land of Z. Kaauwai, Waihee by the land of Naea, makai by my land and that of Kaulahea, Maalaea, by the land of the Mo'i.

---

No. 3294D - Kahue

Kahue sworn: I saw that Naleipuleho wrote my claim in the month of December 1847.

Holoua sworn: I know his land in Wailuku, two parcels.



Parcel 1. Taro mo'o in the 'Ili of Papohaku
" 2. 2 Taro lo'i in the 'Ili of Kapalaalaea.

The first parcel was from Kalapa in 1846, who had it from Z. Kaauwai. Parcel 2 was from Naai, in 1843; it had been Naai's from ancient times. No opposition.

NT 3294-B

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# FOREIGN TESTIMONY

Wailuku

Auhaka, Wailuku. Maui.

He received it from his parents or rather father who had it from the days of Kamehameha I. His title was not disputed up to his death in April. His widow Kanana and his children are his heirs.

It is bounded Mauka by the ili of Pohakuuli. Waihee, by the creek of Wailuku, Makai, by the ili of Lamalii. Maalaea, by the ili of Waiaka.

---

Cl. 3294. Moo.

Moomooiki Sw. I know the Clt's land. It is one piece of 9 lots in the ili of Halelani, Wailuku.

The Claimant received it from Kanakaole in 1843, and he from Bo[illegible], and he from the King. His title was not disputed until 1843, when the man from whom he received it took it away. The Claimant is very sick and cannot attend the Commission.

It is bounded Mauka, by the ili of Puakea. Waihee and Makai sides, by Kalawaiahome's land. Maalaea, by the Pali.

---

✓ ✓ Cl. 3294B Moomooiki.

Napala Sw. I wrote out Moomooiki's claim in December 1847, and sent it to the Land Commission at Oahu.

Kauhi Sw. The Clt's land consists of 2 pieces in Wailuku, Maui.

No. 1 is a Moo of kalo and House lot in the ili of Pohakupuhupuku.

No. 2 is a Moo of kalo in the ili of Kapalaalaea.

He received No. 1 from Kaniau the judge at Hamakua in 1843, and he from the Queen. and No. 2 from Paiwa in the reign of Kamehameha II. The Clt's title was never been disputed.

No. 1 is bounded, Mauka, by the Government land. Waihee, by the ili of Hakewa. Makai, by the ili of Waikani. Maalaea, by Puuki an ili.

No. 2 is bounded Mauka, by the ili of Umiau. Waihee by the ili of Puuki. Makai, by the ili of Waikani. Maalaea, by the ili of Umiau.

FT3294B

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3294B Moomooiki Clt From Page 655. F.9.

Napela Sworn Says. I wrote out Moomooiki's claim in Dec. 1847 and sent it to the Land Commission at Oahu.

Kauhi Sworn Says. The Clts land consists of two pieces in Wailuku. Maui.

No 1. is a moo of kalo & house lot in the ili of Pohakupuku puku

" 2. " " " in the ili of Kapalaalaea (probably it should be Kapaalua. E.B.)

He recd. No 1. from Kamau the judge at Hamakua in 1853 & he from the Queen. No 2. from Paiwi in the reign of Kamehameha II. The Clts. title was never disputed.

No 1. is bounded. Mauka, by the Govt land. Waihee, by the ili of Kahewa. Makai, by the ili of Waikani. Maalaea, by the ili of Puuki.

No 2. is bounded. Mauka, by the ili of Umieu, Waihee, by the ili of Puuki. Makai, by the of Waikani, Maalaea, by the ili of Umieu.

---

No 2337 Ihuole Clt

The Clt made oath that Kahuli the Lunaauhau of Wailuku wrote out his claim and that it was sent in to the Commission in 1848.

Hooloua Sworn Says. The Clts land consists of one moo of kalo land in the ili of Papohaku. Wailuku. Maui.

The Clts recd. it from L. Kaauwai in 1845 & he from Govr Namakeha, and his title has never been disputed.

It is bounded. Mauka, by L. Kaauwai's land. Waihe, by Naea's land. Makai, by Kaullahea's & my land, Makai, by the King's Eka.

Lahaina. April 1. 1854.

---

No. 11227 Nalimu.

Simoteo Sworn, Knows Nalimu, knows of her putting in her claim for her Kuleana in "Moalii," Lahaina, She gave her claim to Mr. Richards in 1847, there was testimony taken on her claim at the time.

FT 3294 B (cont)

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# Land Commission Award Number 3330 to Lonohiwa (Volume 3, Page 714)

EXHIBIT NO.
**2189 WCEIC - 207**

J. H. Smith

Honolulu February 11. 1854

Helu 3330 Lonohiwa Waituku [illegible]

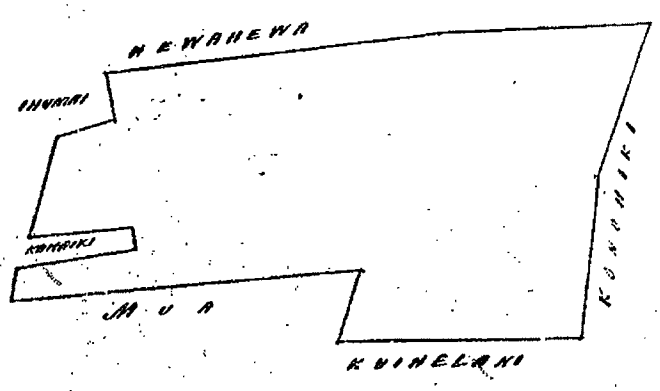
Kalo ma ka ili Waikaninui. Ohomaka ma ko kihi Kom Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 16°½ | Hi. | 1.23 | Kh. ma ko | Ihumai |
| He | 69° | Ko. | 1.44 | " | " |
| He | 9½ | Ko. | 2.63 | " ka | Auwai |
| Ak. | 79°½ | Hi. | 2.55 | " ko | Kahaiki |
| He | 12°¾ | Hi. | .58 | " " | " |
| He | 75°¾ | Ko. | 2.92 | " " | " |
| He | 3°¼ | Ko. | .83 | " ka | Auwai |
| Ak. | 79°½ | Hi. | 8.60 | " ko | Mua |
| He | 12°½ | Ko. | 1.87 | " " | " |
| Ak. | 84°½ | Hi. | 6.10 | " " | Kuihelani |
| Ak. | 1°½ | Hi. | 4.12 | " " | Konohiki |
| Ak. | 13°¼ | Hi. | 4.16 | " " | " |
| He | 80°¾ | Ko. | 5.42 | " " | Hewahewa |
| He | 78° | Ko. | 8.27 | " " | " a hiki ma ko |

kihi mua.- 8 61/100 Eka.

C. Bailey, Meaanaanoe

Waituku January 30. 1854.



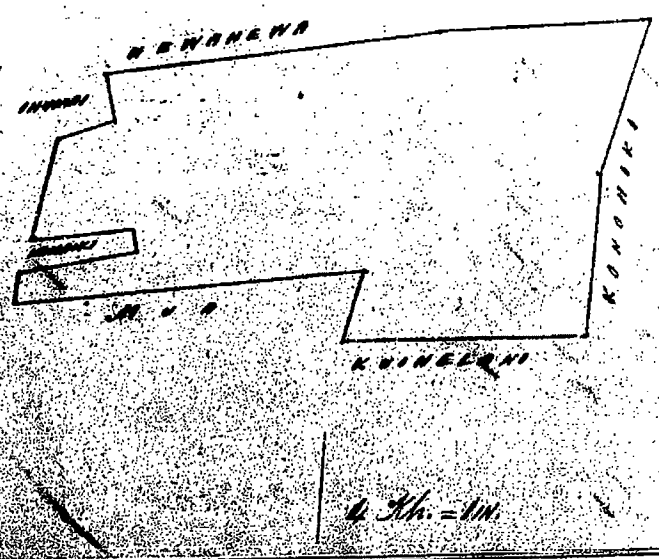

4 Kh. = 1 in.

| | | | | | |
|---|---|---|---|---|---|
| He | 9° | Ko | 1.[illegible] | | |
| He | 9½ | Ko | 2.63 | " | ko [illegible] |
| Ak. | 79°½ | Hi. | 2.56 | " | ko [illegible] |
| He | 12°¾ | Hi. | .58 | " | " " |
| He | 75°¾ | Ko. | 2.92 | " | " " |
| He | 3°¼ | Ko. | .83 | " | ko [illegible] |
| Ak. | 79°½ | Hi. | 8.60 | " | ko [illegible] |
| He | 12°½ | Ko. | 1.87 | " | " " |
| Ak. | 84°½ | Hi. | 6.10 | " | " Kuihelani |
| Ak. | 1°½ | Hi. | 4.12 | " | " [illegible] |
| Ak. | 13°¼ | Hi. | 4.16 | " | " " |
| He | 80°¾ | Ko. | 5.42 | " | " Hewahewa |
| He | 78° | Ko. | 8.27 | " | " " [illegible] |

kihi mua.- 8 61/100 Eka.

C. Bailey, Meaanaanai

Wailuku Januari 30. 1854.




Ukupaulea $6.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. K. Smith

Honolulu Februari 11. 1854.

Royal Patent Number 4424
(Volume 18, Page 205); and

Royal Patent Number 4622
(Volume 19, Page 117)

See R. P. 4622

HELU 4424

# PALAPALA SILA NUI.

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

**No ka mea,** na hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana olelo ko

Lonohiwa Kuleana Helu 3340

ma ke ano ~~Kuleana Nui malalo o ke~~ Ano Aledio iloko o kahi i olelo ia malalo, ~~a no ke mea~~

**Nolaila,** ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV, ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho a no kona mau hope Alii na hoolilo, a na haawi aku oia ma ke **Ano Aledio** ia Lonohiwa

i kela wahi a pau loa ma Wailuku

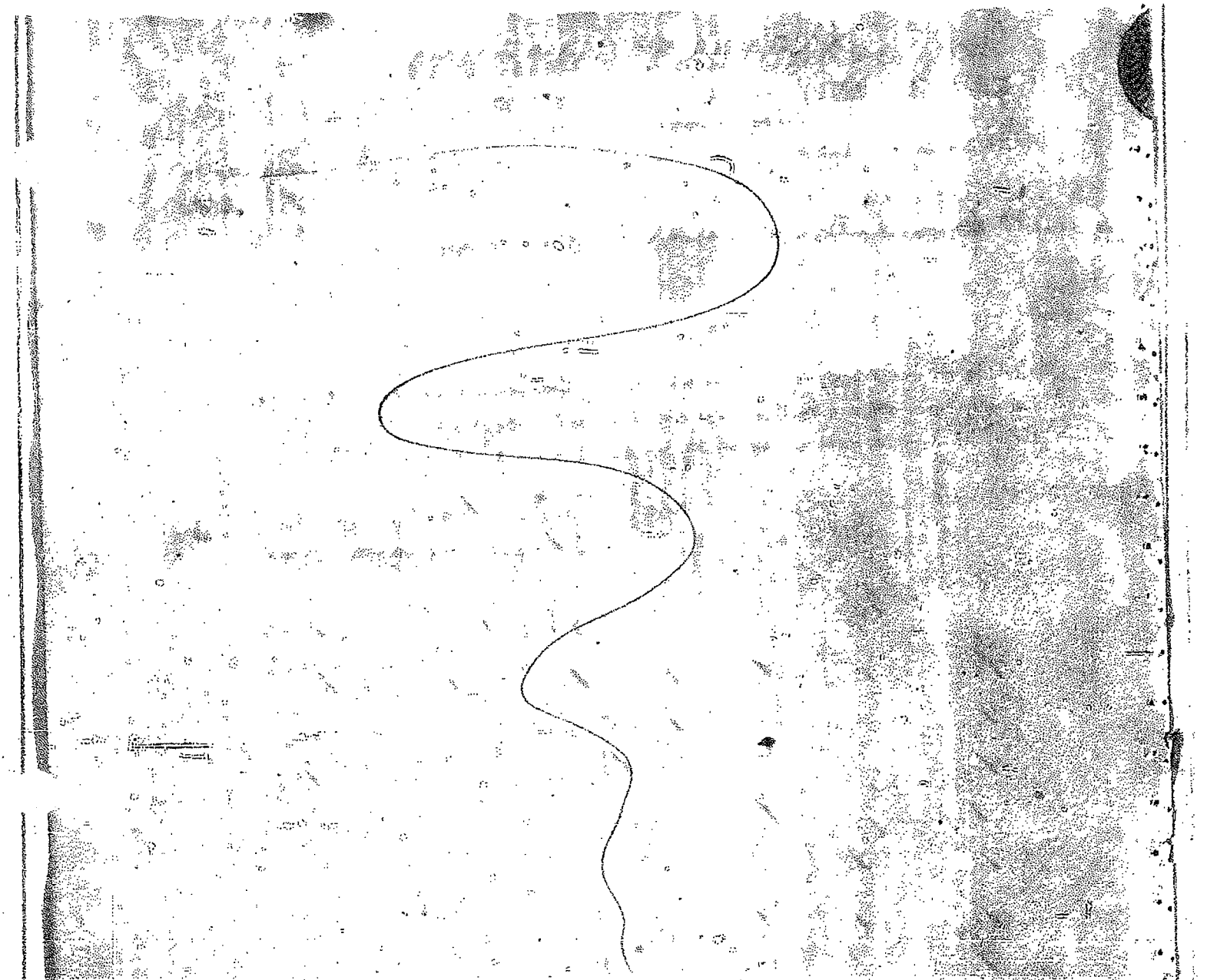
ma ka mokupuni o Maui ; penei na mokuna,

Kalo ma ka Ili o Waikemaei

E Koomaka ma ka Kilin Kom. Ak. a hola

| | | | | | | |
|---|---|---|---|---|---|---|
| Hema | 16½ | Hik. | 1. 23 | Kaul | Ko | Ikumaa |
| Hema | 69 | Kom | 1. 44 | " | " | " |
| Hema | 9½ | " | 2. 63 | " | " | Ka Auwai |
| Akau | 79½ | Hik. | 2. 55 | " | " | Kahaiku |
| Hema | 12¾ | " | — 58 | " | " | " |
| Hema | 75¾ | Kom | 2. 92 | " | " | " |
| Hema | 3¼ | " | — 83 | " | " | Auwai |
| Akau | 79½ | Hik. | 3. 60 | " | " | Auwai |
| Hema | 12½ | Kom | 1. 87 | " | " | " |
| Akau | 84½ | Hik. | 6. 10 | " | " | Kaihalani |
| Akau | 1½ | " | 4. 12 | " | " | Kaihalani |
| Akau | 13¼ | " | 4. 16 | " | " | " |
| Hema | 80¾ | Kom | 5. 42 | " | " | Hawaiewa |
| Hema | 78 | " | 3. 27 | " | " | " |

Mahele 8 ½ [illegible]



Maloko o Keia Apana 8 60/100 Eka

a oi iki aku, a emi iki mai paha. Ua koe nae i ko aupuni na mine minerala a me na metela a pau.

No Ponohuna

ua aina la i hawiia ma ke Ano Aledio a no kona mau hooilina, a me kona waihona, ua pili nae ka auhau

a ka Poe Abaolelo o kau liko ai ma na aina aledio i kela manawa i keia manawa.

A i mea o ikea'i, na kau wau i ko'u inoa, a me ka Sila Nui o ko Hawaii.

Pae Aina ma Honolulu i keia la 7 o

April , 1959

Kamehameha

Kaahumanu

NO.

# ROYAL PATENT.

## UPON CONFIRMATION OF THE LAND COMMISSION.

Whereas, The Board of Commissioners to Quiet Land Titles have by their decision awarded unto

as an estate of Freehold less than Allodial, in and to the land hereafter described, and whereas

Therefore, Kamehameha, by the Grace of God, King of the Hawaiian Islands, by this Royal Patent, makes known unto all men, that he has, for himself and his successors in office, this day granted and given absolutely, in Fee Simple, unto

all that certain piece of land situate at
in the Island of , and described as follows:

Containing _____ acres,
more or less; excepting and reserving to the Hawaiian Government, all mineral or metallic mines of every description.

To have and to hold the above granted land in Fee Simple, unto the said _____ heirs and assigns forever, subject to the taxes to be from time to time imposed by the Legislative Council, equally upon all landed property held in Fee Simple.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Hawaiian Islands to be affixed, this _____ day of _____ 18

HELU 4622

# PALAPALA SILA NUI.

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

**NO KA MEA,** Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko Lonohiwa Kuleana Helu ..... 3330

ma ke **Ano Alodio** iloko o kahi i oleloia malalo.

Nolaila, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV, ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona ihe, a no kona mau hope alii, ua haawii aku oia ma ke **Ano Alodio** ia Lonohiwa i kela wahi a pau loa ma Wailuku ma ka mokupuni o Maui penei na mokuna,

Kalo ma ka Ili o Waikaninui —

E Ioomaka ma ke Kihi Kom. Ak. a e holo —

| | | | | | | |
|---|---|---|---|---|---|---|
| Hema | 16½ | Hik. | 1.23 | Kaul | ma ko | Ahumai |
| Hema | 6 9 | Kom. | 1.44 | " | " | " |
| Hema | 9½ | " | 2.63 | " | " | Auwai |
| Akau | 79½ | Hik. | 2.55 | " | " | Kahaiki |
| Hema | 12¾ | " | .58 | " | " | " |
| Hema | 75¾ | Kom | 2.92 | " | " | " |
| Hema | 3½ | " | .83 | " | " | Auwai |
| Akau | 79½ | Hik. | 8.60 | " | " | Mua |
| Hema | 12½ | Kom | 1.87 | " | " | " |
| Akau | 84½ | Hik. | 6.00 | " | " | Kuihelani |
| Akau | 1½ | " | 4.[illegible] | " | " | Konohiki |
| Akau | 13¼ | " | 4.[illegible] | " | " | " |
| Hema | 80¾ | Kom | 5.42 | " | " | Hewahewa |
| Hema | 78 | " | 8.27 | " | " | " |

a hiki ma ke kihi mua 8 60/100 Eka

Ahtean 4424

Maloko o Keia apana 8 60/100 Eka-

a oi iki aku, a emi iki mai paha. Ua koe nae i ke aupuni na mine minerela a me na metela a pau.

No Lonoliwa

ua aina la i haawiia ma ke **Ano Alodio** a no kona mau hooilina, a me kona waihona; ua pili nae ka auhau a ka Poe Ahaolelo e kau like ai ma na aina alodio i kela manawa i keia manawa.

A I MEA E IKEA AI, ua kau wau i ko'u inoa, a me ka Sila Nui o ke Hawaii Pae Aina ma Honolulu i keia la 27

o Mei 18 59

Kahumanu Kamehameha

# NATIVE REGISTER
# (HAWAIIAN)

60

3330 Nonohiwa

Ua paipai mai na Luna
M Hoona kuleana ia makou i na loi me
kahi kula. e pili ana i na loi, aia ma
Waikani 9 loi cha wahi kula, oia kou
kuleana, no Kapau mai kou

Na Nonohiwa

Wailuku Maui Jan. 6, 1848.

---

3331 J. Nalaipuleho

Aloha na Luna Hoona
M kuleana. Ua lohe mai makou ia Eleele
mamua aku no nae i kahi Apana
uuku mamua aku, nana makou ia,
i ka Apana alua o ke Kanawai, alaila,
hana iho la na kanaka i kuleana.

Ke hai ku nei au i kou kuleana
no Kekauluohi mai, a makeia, no
Kanaina mai kou, o na mea o ka aina,
nau no, eia wale no kana, o na $5,00
hookahi no kanaka, owau no ka lua,
mai ke kuahiwi a hala loa i kai, o kou
kuleana ia, pela no Paniau, elua ona
dala, no Kanakaole kekahi, o kou kule-
ana ia, o kou nele i ke dala ole, hiki no
ia Kanaina ke lawe, ina lawe wale.
Kanaina nona ia, hihia, aka, ua maha-
hia oia e na Luna, oia kou kuleana
Aloha na Luna hoona kuleana

Kou i Napoko
Paniau i Hamakua
Poko Januari 8, 1848.

J. Nalaipuleho

NR 3330

Kūkulu ka 'ike i ka 'ōpua

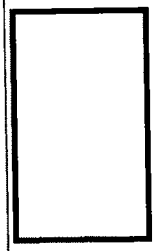
Empowering Hawaiians, Strengthening Hawai'i



back

# Māhele 'Āina Index - Native Register - Reel 3 Volume 6 Image 01217

## > Image Preview



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*not available*

## > Metadata

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86515

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Native Register

**Uploaded (Date)**
07/06/2009

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Public

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# NATIVE REGISTER
# (ENGLISH)

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No. 3327 - Naialaolao



Greetings to the Land Commissioners: The Elele has said for me to state my claims for land. My house is there. At Omao I have 3 lo'i, at Omao Two are 26 lo'i, at Puuopalile are 43 lo'i and one small hala tree clump. This is my little claim. A respectful farewell to the Land Commissioners.
Waiehu, Dec. w5, 1847 NAIALAOLAO

---

No. 3328 - Naoopu

Greetings to the Land Commissioners: I hereby state my claim: 57 lo'i at Keaakukui, 10 lo'i at Poohuea. At Kakapaniki is a kula. At Kahahapali is a lauhala grove, five kukui trees, one waina tree /possibly a large Isabella grape vine/. There is also a gobey fish stream, from Kaohe to Kapuoho, which are the boundaries from mauka to makai. At Pahapahawale is a lauhala/clump/. Farewell to the Land Commissioners. A kukui tree is at Poohuea in Ahikuli.
2 January, 1848

NAOOPU

---

No. 3329 - Nuhi

I, Nuhi, have 12 lo'i at Helemano. That is my little claim, which is better to have than nothing. A respectful farewell to the Land Commissioners.
Helemano, Wailuku, Jan. 4, 1848 NUHI

---

✓ No. 3330 - Nonohiwa



The Land Commissioners have encouraged us to claim our lo'is and kulas. At Waikani are 9 lo'i and 4 kula. That is my claim. I received them from Kapau.
Wailuku, Maui, Jan. 6, 1848 NONOHIWA

---

No. 3331 - I. Nalaipuleho

Greetings to the Land Commissioners: We learned from the previous Elele in a small paragraph, we saw the second paragraph of the Law about the people making their claims.

I hereby state my claim, which was received from Kekauluohi, and on her death, from Kanaina. The products of the land are for me, all he receives is $5.00 per man. I am the second /in rank/ from the mountain to the sea, this is my claim. It is the same with /the ahupua'a of/ Paniau, $2.00 /per man/ are for Kanakaole, this is my claim. If I lack the money, Kanaina can take /the land/. If Kanaina should take it without reason for himself, there would be difficulty, but, he is admired by the Commissioners. That is my claim. Farewell to the Land Commissioners.
Kou /Ahupua'a/ in Napoho
Paniau /Ahupua'a/ at Hamakuapoko
January 8, 1848.

I. NALAIPULEHO

NR 3330

# NATIVE TESTIMONY (HAWAIIAN)

3292. Mua. [illegible]

Lonohiwa Hoohikiia. Ua ike au i kona aina 1 apana ma ka [illegible] o Waikaninui, Wailuku

Noi aku kona aina, he aina kahiko mai kiu mau makua mai i ka wa o Kamehameha 1. I ka M. H. 1839 haawi au ia Mua. Aole mea keakea.

Penei na palena. M. Ili o Umiau, me Puako. W. o Manoa [illegible] M. o Kuihelani me Kapau. M. aina o ka Moi.

---

3330. Lonohiwa.

Nawahie (W.) Hooh. Ua ike au kona aina 1 apana kalo, ma ka ili o Waikaninui ma Wailuku.

No Kaihekahi mai, mai na Makua mai no nae ka noho ana. 3 poalima 1 loi paahao maloko. Aole mea keakea i kona kuleana ponoi.

Penei na palena. M. kiu aina. W. o Hewahewa. M. o Lulana. M. o Kuihelani.

---

8617. Kawelo (W.)

Haawenui Hooh. Ua ike au i kona aina, 1 apana ma ka ili o Kalua, Wailuku.

He aina kahiko mai a Kamehameha I, mai. Aole mea keakea.

Penei na palena. M. kahawai o Kalua. W. o Hiolo. M. Pa Aupuni. M. o Namailou.

---

2479. Kawelo. (W.)

Ua like pu keia kuleana me ke kuleana nona ka Helu 8617. maluna ae nei.

---

NT 3330

# NATIVE TESTIMONY (ENGLISH)

Kamaole sworn: I know his two parcels of land in the 'Ilis in Wailuku.

Parcel 1. House lot in the 'Ili of Kealakapehu
" 2. Taro land " " " " Pohakuokauhi

It was from George Lans /Lawrence/ in 1840. No opposition. One po'alima is in parcel 2.
1. is bounded mauka by the land boundary wall, Waihee by George Lawrence, makai by Nakea, Maalaea by Kupa.
2. is bounded mauka by Geo. Lawrence, Waihee, the same, makai by the 'Ili of Kalua, Maalaea by Geo. Lawrence.

---

No. 2454 - Kenao

Kuahine sworn: I know of one parcel of taro in the 'Ili of Luahine-pii in Wailuku. This land was from Ilimahu in 1845. He was a man who was there long before 1830, in the time of Auwae. No opposition. Kenao died in 1848 and it is not clear who his heir is, but he had a wahine, Kaluahine. It is bounded mauka by Pali and Stream, Waihee by stream, makai by Kalawaiahonu, Maalaea, by Pali

---

No. 3500 - Kaina Wailuku, July 12, 1849

Auimakalani sworn: I know his one parcel of land in the 'Ili of Auhaka, in Wailuku. His land was from his makuakane, a kama'aina, therefore he inherited the land on the death of his makuakane. No opposition. It is bounded mauka by my land, Waihee by Kahawai, makai by Ohule, Maalaea by lo'i pa'ahao.

---

No. 3292 - Mua July 12, 1849 Page 644

Lonohiwa sworn: I know his land, one parcel in the 'Ili of Waikani nui, Wailuku. His land was from me, it is an ancient land from my makuas, from the time of Kamehameha I. It was given to Mua in 1839. No opposition. It is bounded mauka by the 'Ili of Umieu and Puako, Waihee by Manoa (W), makai, Kuihelani and Kapau, Maalaea, land of the Mo'i.

---

✓ No. 3330 - Lonohiwa

Nawahie (W) sworn: I know his land, one parcel of taro, in the 'Ili of Waikaninui in Wailuku. It was from Kaihekahi, however, the occupancy was from the makuas. There are 3 po'alima and 1 lo'i pa'ahao in it. There is no opposition to his own right. It is bounded mauka by my land, Waihee by Hewahewa, makai by Lulana, Maalaea by Kuihelani.

---

No. 8617 - Kawelo (W)

Kaawanui sworn: I know her land, one parcel in the 'Ili of Kalua,

NT 3330

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# FOREIGN TESTIMONY

tuki of the land in the year 1845. but the Clt's father had always possessed it before. He was a son of the land and so is the Clt. Kalawaiahonu only confirmed his title. His title was never disputed.

It is bounded Mauka, by my land. Waihee, by the Creek of Kailuku & Makai, by Ohulis land. Maalaea, by Paakuu loi.

---

Cl. 3292. Sua.

Lonohiwa Sw. I know the land of the Clt. It is one piece of kalo land in Waikani Nui. Wailuku, Maui.

He rec'd it from me in 1839, and I had it from my father who had it from the reign of Kamehameha 1. The Clt's title was never disputed up to his death in 1848. His widow Nawahie is his heir. It is bounded Mauka by Puaka & Umiau. Waihee, by Mumo's land. Makai, by Kuihelani's land. Maalaea, by the King's Eha.

---

Cl. 3330. Nonohiwa or Lonohiwa.

Nawahie (W.) Sw. I know the lands of the Clt. It is one piece of land in the ili of Waikani Nui. Wailuku, Maui.

The Clt. rec'd it from his parents and through them his title reaches back to the reign of Kamehameha 1. His title was never disputed. Men are of Poalima loi, & one Paakuu loi in it.

It is bounded Mauka, by my land. Waihee, by Hewahewa's land. Makai, by Eulana's land. Maalaea, by Kuihelani's land.

---

Cl. 8617. Kawelo. W.

Kakaawinui Sw. I know the land of the Clt. It is one piece of kalo land, in the ili of Kalua, Wailuku, Maui.

The Clt. has had this land from the days of Kamehameha 1, and her title has never been disputed.

It is bounded Mauka, by the Creek of Kalua. Waihee,

FT 3330

# Land Commission Award Number 3335 to Naonohi (Volume 7, Page 494)

EXHIBIT NO.
2189 WCEIC - 208

J. Kekaulahao

Honolulu Januari 7. 1854.

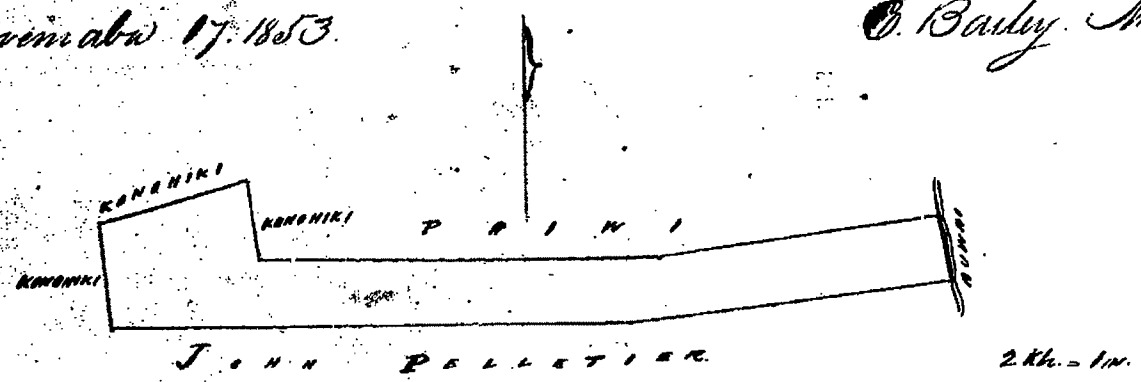
Helu 3335 Naonohi Wailuku Maui.

Kalo & Pakale ma ka ili o Kapalaalaea.

Choomaka ma ke kihi Hikina. a e holo

| | | | | |
|---|---|---|---|---|
| He | 83° | Ko. | 4.13 Kh. | ma ko John Pelletier |
| Komohana ponoi. | | | 6.46 " | " " " |
| Ak. | 4° | Ko. | 1.30 " | " " Konohiki. |
| Ak. | 75 11/2 | Hi. | 1.96 " | " " " |
| He | 6° 3/4 | Hi. | 1.00 " | " " " |
| Ak. | 85° 3/4 | Hi. | 5.10 " | " " " & Paiwi. |
| Ak. | 82° 1/2 | Hi. | 3.48 " | " " " |
| He. | 12° | Hi. | .78 " | " ka auwai. a hiki ma ke kihi mua.— 97/100 Eka. |

Wailuku. Novemaba 17. 1853. E. Bailey. Meaanaaina.




Ukupaulua $4.00

W. L. Lee
G. M. Robertson
J. H. Smith
J. Kekaulahao

Honolulu Januari 7. 1854.

Royal Patent Number 7774
(Volume 30, Page 101)

Helu 7774

# PALAPALA SILA NUI

A ke Alii, Mamuli o ka Olelo a ka Loe Hoona Kuleana.

**NO KA MEA** Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko Naonohi Kuleana Helu 3335 ma ke **ANO ALODIO** iloko o kahi i olelo ia malalo.

**NOLAILA,** ma keia **PALAPALA SILA NUI,** ke hoike aku nei o **Kalakaua,** ke Alii Nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope Alii, a ua haawi aku oia, ma ke **ANO ALODIO** ia Naonohi i kela ~~~~~~ wahi a pau loa ma Kapalaalaea Wailuku ma ka Mokupuni o Maui penei na mokuna:

Kalo & Pahale
Ma ka ili o Kapalaalaea

E hoomaka ma ke kihi Hikina, a e holo
Hema 83° Ko. 4.13 Kh. ma ko John Pelletier
Komohana Ponoi 6.46 " " "
ak. 4° Ko 1.30 " " "
" 75½° Hi 1.96 " " "
He 6¾ " 1.00 " " "
ak. 89¾ " 5.10 " " "
" 82½ " 3.48 " " "
" 17 " 78 " " Ka auwai a hiki
ma ke kihi mua

9/100 Eka

Maloko o Keia apana 97/100 Eka

a oi iki aku, a emi iki mai paha. Ua koe nae i ke Aupuni na mine minerala a me na metala a pau.

Na Naonohi

[illegible] ke ANO ALODIO ano kona mau hooilina, a me kona wai-[illegible] ka Pae Ahaolelo e kaa like ai ma na aina alodio i [illegible]

A i mea o ikea ai, ua kau au i ko'u inoa, a me ka Sila Nui o ko Hawaii Pae Aina ma Honolulu i keia

la 26 o May 1885

(Iva) Kalakaua Rex

[illegible]

(Inoa) Chas. T. Gulick

# NATIVE REGISTER
# (HAWAIIAN)

3332 Uilama

M. Aloha na Luna Hoona kulea-
ana. Owau o Uilama e hai aku ana i
na loi, aia ma Waikani uuku 36 loi me
ke kula, oia iho la no na wahi kuleana
ma Waikani.

Na Uilama Hooilina
Wailuku o Namakaelua
10 Januari 1848.

---

3333 Nika

M. He hai aku nei au i koi kuleana
aia ma Ahuka, oia aina no, elua Moo aina
oia ka nui, o kau ia e hai aku nei, o koi
kuleana no ia Aloha maikai me ka mahalo
Auhaka Wailuku Na Nika
Januari 4th 1848.

---

3334 Nihoaiai

M. Aia no hoi koi mau loi ma Ka-
hewa 43 loi, ma Puki 10 loi, oia ka nui o koi
mau loi e noho nei malaila. Aloha me
ka mahalo Na Nihoaiai
Kahewa Wailuku
6 Januari 1848.

---

✓ 3335 Naonohi

M. Aia i Kapalaalaea koi mau
loi, 16 loi, i Halaula, 8 loi, oia koi mau ku-
leana e noho nei malaila Aloha me ka
Mahalo Na Naonohi
Halaula Wailuku
6 Januari 1848.

NR-3335

# NATIVE REGISTER
# (ENGLISH)

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Register

No. 3332 - Uilama



Greetings to the Land Commissioners: I, Uilama, hereby state my /claim for/ 36 lo'i and the kula at Waikani uuku /small Waikani/.
Wailuku
10 January, 1848

UILAMA, heir of
Namakaelua

---

No. 3333 - Nika

I hereby state my claim at Ahuka. In this land are two mo'o; that is my claim which is hereby stated to you. A respectful farewell.
Auhaka, Wailuku
January 4, 1848

NIKA

---

No. 3334 - Nihoaiai

I have 43 lo'i at Kahewa, and 10 lo'i at Puki, that is the total of my lo'i which are occupied there. A respectful farewell.
Kahewa, Wailuku
6 January 1848

NIHOAIAI

---

No. 3335 - Naonohi

I have 16 lo'i at Kapalaalaea and 8 lo'i at Halaula, those are my claims there. A respectful farewell.
Halaula, Wailuku
6 January 1848

NAONOHI

---

No. 3336 - Nalopi



Greetings to the Land Commissioners: I hereby state a claim for land. In Hamakua, at Kuiaha, Kuponamoa, is a pauku of land. Kula land is at Ulupepe, Poholauhala, Kumapopo. A house claim is in Haiku and a sweet potato kula also. At Pauwela is a sweet potato mo'o. Those are my claims for land, lo'i and kula. Lauhala and two houses are in Pauwela and in Kuiaha. A respectful farewell to the Land Commissioners.
Kuiaha in Hamakualoa, Pauwela, Haiku.
30 January 1848

NALOPI

---

No. 3337 - Naanaa

To the Land Commissioners, Greetings: I have 25 more lo'i, at Punia and Kaalaea in Waikapu, Maui. At Punia are 19 lo'i which were from my makuas and which I have had for 17 years. At Kaalaea are 8 lo'i from my brother in law, and also a small kula at Punia.
Waikapu
29 Dec. 1847

NAANAA

---

LR 3335

No. 3338 - Namailou

To the Land Commissioners, Greetings: I hereby state my claim for

iáu e ae no au.

Oleb mai la o Ali, aole nó manao e hookuleana oia ma kóu aina, aka, o kóu manao, e haalele oia i kona kuleana a hoihoi mai nóu, alaila e ae no au iá iá e onaki no ma kela waki keia waki e like me kona makemake a e uku aniai iáu i na Dala $4.50 ma ke ano hoaaina, aole au e kaka aku a kiki i kona manawa e make ai, alaila lilo pau loa ua aina la iá Ali i pela kóu manao.

Oleb mai la o Kapono, ua ae pono aku no au, e noho no au onalalo o ke Konohiki o Ali a e make no au i na waki a pau aú a makemake ai a hiki i kuu wa e make ai, a a uku mau no au i $4.50. no kela Makahiki keia Makahiki, aole e hiki iá iá ke hipaku iaole iáu me kuu hewa ole.

D. Nekaulahao.

Omaua na mea oma na inoa malalo iho. Nolaila, iá ikáe aúpuni na mea a pau ma keia palapala.

Owau H. L. Ali ke Konohiki o na Aina i kapaia o Omaopio Akuapuaa ma Kula, Mokupuni o Maui Hikina. Ke ae pono aku nei au iá Kapono ke keiki ponoi o Kumoa e noho ma keia aina malalo, óu ma ke ano hoaaina, me ka hookuleana ole, a e onaki wale aku oia ma kela waki keia waki kaawale o ua aina keia e like me kona makemake a hiki i kona onakeana, a e uku pono oia i na Dala ke $4.50 no ua la poalima o ke Konohiki iloko o ka Makahiki, a pela no e uku ai i na Makahiki a pau o kona noho ana maluna o ka aina.

Ke ae pono nei au o Kapono, e like iá no me ka Ali i olelo ai, a ke haalele nei au i ka hookuleana aina o kuu Makuakane iloko o ua aina la, e noho no onalalo o ke Konohiki, e like me ke ano mau o ko Hawaii nei, a e hana no i na la poalima o ke Konohiki a i ole e hana mahi alaila e uku no i na Dala $4.50. no ka Makahiki hookahi a pela no i kela Makahiki keia Makahiki, a hiki i kuu wa e make ai, alaila, pau kuu kuleana.

No ka oiaio ke kau nei maua i ko maua mau inoa i keia la 26, o Febreuari M. 26. 1852. ma Wailuku Mokupuni o Maui

H. L. Ali.
D. Kapono.

Ke Mahu
D. Nekaulahao
Halawa

Consentiuced Sq. C 165

Wailuku Maui
Febreuari 26. 1852.

Helu 3335 Konohi

NT-3335-1

148

Paiwi Hoohikiia. Ua ike au i kona aina ma ka ili o Kapalaalaea, Wailuku. Maui.

Hookahi no Apana Aina, oia hookahi Mookalo-he 16 Loikalo.

Penei na palena. Mauka, aina o ka Moi; Waihee, aina o Paiwi, Makai, aina o ka Moi; Waikapu, aina o Konohiki (o Koni Palani)

Ua loaa ia ia keia aina no Kalaukahuli kana wahine i ka M. H. 1839. a ua loaa hoi ia ia no hina mau makua mai, a ua loaa hoi i kona mau makua, mai: Kawa o Kamehameha II, a ua noho oleolu no oia malaila a hiki i keia manawa, aole mea keakea, aka; i keia la, ke keakea nei o Moi ka Hope Konohiki; me ka hoole i kona hookomo kuleana ana.

Kaawa Hoohikiia, Ua oiaio na olelo a pau maluna, pela ia no kou ike.

---

Honolulu Mei 25, 1852.

387 ~~Parker~~ Am. S. I. Mission 1. 1 Sec 4.

Aina Missionari ma Kaneohe, Koolanpoko, Oahu.

Kekiekie Hoohikiia, a olelo mai la, Ua ike no au i keia mau kuleana aina o na Missionari ma Kaneohe, Koolanpoko, Oahu. Elua no Apana.

Apana 1. He aina ia o "Kapukauki" ma Kaneohe.

Apana 2. He Pahale ma Kaluaahuawa a me Waikapoki

Penei na palena o ka Apana 1.

Mauka ka ili Keaahala a me Kapunahala; Ma ka Aoao ma Kailua ka ili o Keole; Makai ka ili "Kahalekauwila" a me "Kaluaahuawa;" Ma ka aoao ma Heeia, ili Kanohouluiwi,

Ua loaa keia Apana Aina i ka M. H. 1835 no Lilitha mai, Ua haawiia mai i aina no ke Kahunapule o Parker i mea e noho ai kana Oihana malaila, a ua paa mau loa no ia aina no keia kahunapule a hiki i keia la, aole hoole ikiia, aole no hoi mea nana i keakea mai i keia wa. Ua pololei ke Ana ana a T. Metcalf ma ke la 16 o Mei 1848. aole wahi hewa iki

Apana 2.

Mauka o "Kaluaahuawa" aina o "Kuaana"; Ma ka aoao ma Kailua, he Alanui Aupuni; Makai, ili "Waikapoki"; Ma ka aoao ma Heeia, ka ili Kaluaahuawa;

Ua loaa keia Pahale i ka M. H. 1835 no Lilitha mai. Ua haawiia mai ia ia nei i wahi e noho ai ke kahunapule e hana i kana Oihana, a i wahi e kukulu ai kona hale, a ua noho mau

NT-3335-2

# NATIVE TESTIMONY (ENGLISH)

5. Six lo'i are at Halaula 2, bounded mauka by Pae, Waihee, the same, makai by Nailiili, Maalaea, by Pae.
Parcels 3 and 4 were from me in 1838. Parcel 5 was from his makuas. There is no opposition.

---

No. 2424 - Kawaapolaole July 6, 1849

Kekuakahauli sworn: I know his land, there is one parcel of 17 lo'i and the kula in the 'Ili of Waikani Nui. His lo'is were from me in 1839. There is no



opposition. It is bounded mauka by Kama, Waihee by Kapau, makai by Kamaile, Maalaea by Kalawaiahonu.

---

No. 3487 - Kaulii July 6, 1850

Puawahie sworn: I know his land at Wailuku, two parcels.
Parcel 1. 9 lo'i at Kapanui
" 2. 7 lo'i and house lot at Ahuena.
He is a kama'aina there, and has lived there continuously from the time of Kamehameha I until the present.
1. is bounded mauka by Kaiae, Waihee by Mahoe, makai by Naea and Hanapepe, Maalaea by Loiki.
2. is bounded mauka by Loiki, Waihee by Mahoe, makai by Mahoe and Keahi, Maalaea by Hana.

---

No. 3335 - Naonohi

Kahilikaula sworn: I know of two parcels of taro at Halaula 2, at Wailuku. His land was from Kaniu in 1833. There is no opposition.
1. is bounded mauka by Kaniu, Waihee by Z. Kaauwai, makai by Kawahalama, Maalaea by Kaniu.
2. is bounded mauka by Kaniu, Waihee by Stream of Wailuku, makai by my land, Maalaea by Z. Kaauwai.

---

No. 3495 - Kawahie

Z. Kaauwai sworn: I know his land at Wailuku.
Parcel 1. Some taro mo'os at Papohaku
" 2. pauku " " "
" 3. 6 lo'i " " "
" 4. House lot " "



These people are kama'ainas here, from the time of Kamehameha I. There is no opposition.
1. is bounded mauka by Z. Kaauwai, Waihee by Wailuku stream, makai by Z. Kaauwai and Naea, Maalaea by Z. Kaauwai and Nuuanu.
2. is bounded mauka by Z. Kaauwai, Waihee, the same, makai by Ihuole, Maalaea by Z. Kaauwai.

NT 3335

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# FOREIGN TESTIMONY

Kapaui's land. Makai, by Kamaili's land. Maalaea, by Kalawaia-honu's land.

---

## C. 3487. Kaulii.

Puawahie (Kn) Sw. I know the lands of the Clt. They consist of 2 pieces of land in Wailuku, Maui.

No. 1. is a kalo land of 9 lois in Kapanui.

" 2. " seven lois & House lot " Ahuena.

The Clt. is a son of the land and has possessed these lands from the days of Kamehameha 1, in peace.

No. 1. is bounded. Mauka, by Kaiai's land. Waihee, by Mahoe's land. Makai, by Naia's & Hanapepe's land. Maalaea, by Loiki's land.

No. 2. is bounded. Mauka, by Loiki's land. Waihee, by Mahoe's land. Makai, by Mahoe's & Keahi's land. Maalaea, by Hana's land.

---

## C. 3335. Naonohi.

Kahilikaula Sw. I know the lands of the Clt. They consist of 2 pieces, in the ili of Halaula 2. They are kalo lands

The Clt. rec'd these lands from Kaniu in or about 1833. His title has never been disputed.

No. 1. is bounded. Mauka, by Kaniu's land. Waihee, by L. Kaauwai's land. Makai, by Wahalama's land. Maalaea, by Kaniu's land.

No. 2. is bounded. Mauka, by Kaniu's land. Waihee, by the Creek of Wailuku. Makai, by my land. Maalaea, by L. Kaauwai's land.

---

## C. 3495. Kawahie.

L. Kaauwai Sw. I know the lands of the Clt. They consist of 4 pieces of land, in the ili of Papohaku, Wailuku, Maui.

FT 3335

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# Land Commission Award Number 3387 to Pooliilii
# (Volume 7, Page 469)

EXHIBIT NO.
**2189 WCEIC - 209**

G. M. Robertson
J. Kikaulahao
J. H. Smith

Honolulu Januari 7 1854.

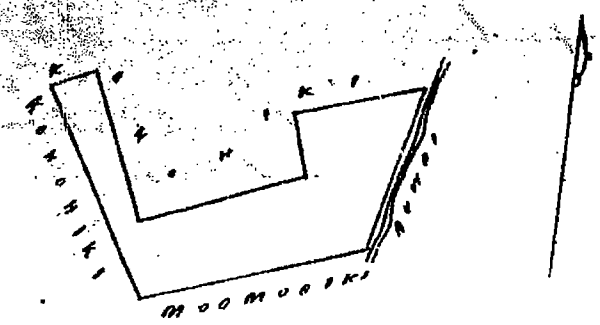
Helu 3387 Pooliilii ✓ Wailuku Maui.

9 Loi. ma ka ili o Kahewa.

Chwomaka ma ke kihi Hema. a e hole.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Nk. | 70°¼ | Hi. | 3.07 | Kh. | ma ke | Moomooiki. | |
| Nk. | 13° | Hi. | 2.29 | " | " | ka | Auwai. |
| He. | 72°½ | Ko. | 1.77 | " | " | ke | Konohiki |
| He. | 17°½ | Hi. | .83 | " | " | " | " |
| He. | 67°½ | Ko. | 2.30 | " | " | " | " |
| Nk. | 24°¼ | Ko. | 2.02 | " | " | " | " |
| He. | 66° | Ko. | .62 | " | " | " | " |
| He. | 34° | Hi. | 3.03 | " | " | " | " a hiki ma ke hiki mua. 58/100 Eka |

Wailuku Novemaba 17 1853. E. Bailey. [illegible]




Ukupaulo a $4.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. K. Smith

Honolulu Januari 7. 1854.

Helu 2436 Kahaiki √ √ Wailuku. Maui

Apana 1. Kalo ma ka ili o Pohakupukupu
Ehoomaka ma ke kihi Akau, a e hilo

| | | | | |
|---|---|---|---|---|
| He. | 63° 3/4 | Ko. | 2.08 | Kh. ma ke Haiahilokuuau |
| He | 18° 1/4 | Hi. | 1.05 | " " " Konohiki |
| Ak. | 62° 3/4 | Hi. | 2.18 | " " " |
| Ak. | 25° 1/2 | Ko. | 1.00 | " " " a hik. ma ke hikiwa 22/100 C.k. |

Apana 2. Kalo ma ka ili o Helu. Ehoomaka ma ke kihi Hema a e hilo

Royal Patent Number 6065
(Volume 23, Page 295)

HELU 6065

# PALAPALA SILA NUI

## A ke Alii, mamuli o ka olelo a ka Poe Hoona Kuleana

NO KA MEA, Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana olelo ka Portulu ..... Kuleana Helu 3387 .....

ma ke Ano Aledio iloko o kahi i oleloia malalo.

Nolaila, ma kela Palapala Sila Nui, ke hoike aku nei o Kamehameha IV., ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i kela la nona iho a no kona mau hope alii, ua haawi aku oia, ma ke Ano Aledio ia ..... Portulu .....

i kela ..... wahi a pau iho me ..... Mauluku .....

ma ka mokupuni o ..... Maui ..... penei na mokuna :

9 Lo - Ili i Kahewa - Ehoomaka ma ke Ahi Ilan.

| | | | | | | |
|---|---|---|---|---|---|---|
| Akau | 70½ | Hlt | 3.07 | Kaul | ma ke | Moomooiki |
| " | [illegible] | " | 2.29 | " | " | ka Auwai |
| Hema | 72½ | Hlt | 1.77 | " | " | Honoluki |
| " | [illegible] | Hlt | 0.35 | " | " | " |
| " | [illegible] | Hlt | 2.30 | " | " | " |
| Akau | [illegible] | " | 2.02 | " | " | " |
| Hema | [illegible] | " | [illegible] | " | " | " |
| Hema | [illegible] | Hlt | 3.03 | " | " | " |

0.58 Eka

[illegible] ..... [illegible]

[illegible] a me na [illegible] a pau.

No [illegible]

[illegible] a me kona [illegible] a ka Pae Aimoiolo e

[illegible]

[illegible] Hawaii Pae

[illegible] Honolulu i [illegible]

[illegible] February [illegible] 1897

[illegible]

[illegible]

# NATIVE REGISTER
# (HAWAIIAN)

3384 Piohia

M Aloha na Iuna Koona kuleana. Ke hoopii aku nei au i koi kuleana i Laie 3 loi, i Paumiu 1 loi, i Pakohaku 14 loi, oia koi kuleana, he wahi kula kekahi, na Pan. Aloha na Iuna Koona
Wailuku Na Piohia
5 Ian. 1848.

---

3385 Pahoa

M Ke hai aku nei au i koi mau loi, oia i Kahewa 16 loi, na loi malo 3, he kula, he wahi aina i Ahuena 6 loi kula Auwai 1 aina, oia koi mau kuleana Aloha maikai na Iuna koona
Wailuku Ian. 10, 1848. Na Pahoa

---

3386 Pehuino

M. Aloha maikai na Iuna Koona kuleana. Owau o Pehuino i Paukukalo. Ke hai aku nei au i na mea kanohano oia na Iuna Koona kuleana o koi mau loi 33, oia ma Kapaalua, 3 loi i Paumiu, 1 loi i Kolu, 1 loi, oia koi kuleana aina loi mahi. Hale me kahi kula mawaho, oia koi kuleana Aloha maikai na Iuna Koona kuleana
Wailuku 5 Ian. 1848. Na Pehuino

---

✓ 3387 Poliilii

M. Aia ma Kahewa koi mau loi 9 , ka one no ia o koi mau wahi loi e

NR 3387-1

noho nei, oia iho la no. Aloha me
ka mahalo
Wailuku Jan. 6. 1848 Na Poohilii.

---

3388 Paiwai
Aia ma Kapalaalaea
M Koi kuleana loi 53. Kumu Lauhala
2, oia kou mau kuleana e no-
ho nei. He haole nona mai
kou. Aloha me ka mahalo
Wailuku Na Paiwi
6 Januari 1848.

---

3389 Pinao
Owau o Pinao ihu ole, oia
ma Pouniu koi wahi i noho ai,
M. malaila koi mau loi, a pauku
aina, elua pauku aina oi, aia
na Paaloa ia pauku aina, no
kuu punalua, no Kuapuu, owau
no ia, owau no kona hope, oia
na kuleana. Me ka mahalo
Wailuku Na Pinao
5 Januari 1848.

---

Wailuku Dek 25, 1847

3390 Paele
Aloha oukou a pau loa
M e na Luna Hoona kuleana, na hai
nai ka Elele ia makou, e hai ku
i na kuleana, aia i Pohakea e pili
ana i Pohaku 22 loi, 1 puhala, 1
hula, koi kuleana ia
Na Paele

NR 3387-2

Kūkulu ka 'ike i ka 'ōpua

Empowering Hawaiians, Strengthening Hawai'i





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## Māhele 'Āina Index - Native Register - Reel 3 Volume 6 Image 01226

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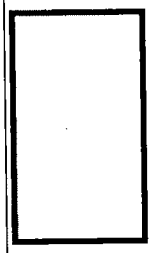

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| PDF | 109.18 Kb | Full Size - requires PDF plugin |

**> Locations**

*not available*

**> Metadata**

**PD Number**
86524

**Source**
Native Register

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# NATIVE REGISTER
# (ENGLISH)

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No. 3382 - Pa

Page 68

Hear ye, ye Land Commissioners: I hereby state that I have 30 lo'i at Iao, makai. I, Pa, whose claim this is, have 18 lo'i at Kuupaa, a total of 32 /sic/. Those are my claims which are stated respectfully to you, the Land Commissioners.
Wailuku, Jan. 4, 1848

PA

---

No. 3383 - Paele

Greetings to the Land Commissioners: I hereby state that I have 22 lo'i at Pohakea and a kula. Pohakea adjoins with Kapohaku. There is a hala tree. Farewell to the Land Commissioners.
Wailuku, 11 Jan. 1848

PAELE

---

No. 3384 - Piohia

Page 69

Greetings to the Land Commissioners: I hereby petition for my claim at Laie, with 3 lo'i, in Pauniu, with 1 lo'i, in Papohaku, with 14 lo'i. That is my claim. There is also a small kula. It is finished. Farewell to the Land Commissioners.
Wailuku, 5 Jan. 1848

PIOHIA

---

No. 3385 - Pahoa

I hereby tell of my lo'is. At Kahewa are 16 lo'i, and 3 dry lo'i, a kula and a hill. In Ahuena are 6 lo'i, a kula, a watercourse and a hill. Those are my claims. Farewell to the Land Commissioners.
Wailuku, Jan. 10, 1848

PAHOA

---

No. 3386 - Pehuino

Greetings to the Land Commissioners: I, Pehuino, of Paukukalo, here by state to the Honorable Land Commissioners that I have 23 lo'i. At Kapaaloa, 3 lo'i at Pauniu, 1 lo'i at Holu, 1 lo'i. That is my claim for cultivated lo'i land. There is a house and a kula outside which is my claim. Farewell to the Land Commissioners.
Wailuku, 4 Jan. 1848

PEHUINO

---

✓ No. 3387 - Pooliiilii

My 9 lo'i are at Kahewa, this is the total of my lo'is

Page 70

which are occupied, that is it. A respectful farewell.
Wailuku, Jan. 6, 1848

POOLIILII

NR 3387

# NATIVE TESTIMONY (HAWAIIAN)

4

Cl. 3294 C Shuole.

The Claimant made oath that Kahale the Luna Auhau of Wailuku wrote out his claim and that it was sent in to the Commission in January 1848.

Hoolana Sw. The Cl's land consists of one Moo of kalo land in the ili of Papohaku, Wailuku, Maui.

The Claimant received it from L. Kaauwai in 1845, and he from Gov. Namakeha, and his title has never been disputed.

It is bounded Mauka, by L. Kaauwai's land. Waihee, by Naea's land. Makai, by Kaulahea's & my land. Maalaea, by the King's Eka.

Cl. 3295 D Kahue.

The Claimant made oath that Naleipuleho wrote out and sent in his claim in December 1847.

Hoolana Sw. The Cl's land consists of two pieces in Wailuku Maui.

No 1. is a Moo of kalo land in Papohaku

" 2. " 2 lois " " " " Kapalaalaia.

The Claimant received No 1 from Kalapa in the year 1846. and he from L. Kaauwai, and he from Gov. Namakeha. and No 2. from Naai in 1843, and he from Kalawaiahoua in olden times. His title is not disputed.

No 1. is bounded Mauka and all sides, by L. Kaauwai's land.

No 2. is bounded. Mauka, by Kuapuui's land. Waihee, by Lonwaea's land. Makai, by Naai's land. Maalaea, by Pahoa's land.

Cl. 3387 Poolulii.

Moomooiki Sw. The Cl's land is 9 lois in the ili of Kahewa, Wailuku, Maui.

He received them from me in 1843. and I from Kalama the Queen. His title has never been disputed.

It is bounded Mauka, by Kaluaoopu an ili. Waihee, by

NT 3387

Wailuku & Waihee

the same. Makai, by the ili of Waikani. Maalaea, by the ili of Pohakuku-pukupu.

Ct. 3470. Kaihuanu.

L. Kaauwai Sw. The Ctts land consists of three pieces in the district of Wailuku, Maui.

No. 1 is one lot in Halaula 3d

" 2 " 2 lots " " "

" 3 " one lot " " "

The Claimant received Nos 1 & 2 from Aneke in 1831 and No. 3 from Mauhili before 1839 and his title has not been disputed except to No. 1 & 2. Kaunu put in Claim for them in 1846 and took them away. The Claimant is a Constable and did not go to the pwaina; because the Governor or law excepted such officers from such work, and therefore Kaunu took these pieces away in 1846. The Claimant died in 1848 and his wife Hina is his heir in Connection with his child.

No. 1 is bounded. Mauka and Waihee sides, by Puaa's land. Makai, by Kanui's land. Maalaea, by the Pali.

No. 2 is bounded. Mauka and Waihee sides, by my land. Makai, by Pepee's land. Maalaea, by the Pali.

No. 3 is bounded. Mauka and all sides, by Mauhili's land.

Wailuku, July 24. 1849.

Commenced hearing the claims of Waihee.

Ct. 2383. L. Kaauwai.

Kaili Sw. I know the lands here claimed. They are four pieces in Kula, Maui. They are as follows:

No. 1 is a Potato Patch in the Ahupuaa of Waiakoa.

" 2. " " " " " " " Maopio.

" 3. " " Sweet Potato Patch " " " "

" 4. " an Irish potato-patch " " " Kalealinui.

The Claimant received No. 1 from Kaiahua in 1837. Nos 2 & 3 from Kaahumanu 1 in 1831 or 1832. and No. 4. from Maikaalua in the year 1841 and he from the King. His title was never disputed.

cont

NT 3381-2

5)

Kūkulu ka 'ike i ka 'ōpua

Empowering Hawaiians, Strengthening Hawai'i





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## Māhele 'Āina Index - Native Testimony - Reel 3 Volume 8 Image 00781

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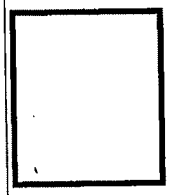

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| PDF | 134.9 Kb | Full Size - requires PDF plugin |

**> Locations**

*not available*

**> Metadata**

**PD Number**
92015

**Source**
Native Testimony

**Uploaded (Date)**
07/06/2009

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**Format**
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back

# NATIVE TESTIMONY (ENGLISH)

1. is bounded by the land of Z. Kaauwai.
2. is bounded mauka by the land of Kuapuu, Waihee by the land of Lonoaea, makai by the land of Naai, Maalaea, by the land of Pahoa.
/In English: See page 66, N. 16 Testimony/

---

No. 3387 - Pooliilii July 23, 1849

Moomooiki sworn: I know his land, nine taro lo'i in the 'Ili of Kahewa, in Wailuku, one parcel. His land was from me, and I had it from H. Kalama. No opposition. It is bounded mauka by the 'Ili of Kaluaoopu, Waihee, the same, makai by the 'Ili of Waikani, Maalaea, 'Ili of Pohakupukupu.

---

No. 3470 - Kaihuanu

Z. Kaauwai sworn: I know of these three parcels in these 'Ilis of Wailuku:

Parcel 1. 1 lo'i in Halaula 3
" 2. 2 " " " "
" 3. 1 " " Umieu

Parcels 1 and 2 were from Anehe in 1831. Parcel 3 was from Mauhili before 1839. The two parcels at Halaula were opposed by Kaumu; they were dispossessed without fault. There is no opposition to the parcel at Umieu. The reason the parcels at Halaula were taken by Kaumu was because of /his/ not going to work on the work days. John Young, the Governor of Maui, had ruled that the policemen did not have to go to the work days. Kaihuanu was a policeman. He died in 1848 and his heir is his wahine and the child.
Parcel 1 is bounded mauka by the land of Puaa, Waihee, the same, makai,



the land of Kaniu, Maalaea, Pali.
2. is bounded mauka and Waihee by my land, makai by Peepee, Maalaea, by Pali of Wailuku.
3. is surrounded by the land of Mauhili.

---

No. 2227 & 3017 - Manu & Kahookano Waikapu, July 13, 1849

Kaili sworn: I know his four parcels of land at Waikapu.

Parcel 1. Taro mo'o in the 'Ili of Palama
Parcel 2. 1 lo'i " " " "
Parcel 3. Taro mo'o in the 'Ili of Ohia
Parcel 4. 2 lo'i " " " "

All these lands were from his wahine, from the time of Kamehameha I. There is no opposition to these four parcels, nor any po'alimas.
1. is bounded mauka by the land of Mahoe, Waihee by the land of Keaweamahi, makai by Waikapu Stream, Kula, land of Keaweamahi.
2. is bounded mauka by the land of Kamai, Waihee by the land of Mahoe, makai by Stream, Kula, the same.
3. is bounded mauka by the land of Kuheleloa, Waihee by the land of Kauhi, makai by Stream, Kula, by the land of Alihi.
4. is bounded mauka by the land of Kaelemakule, Waihee by my land, Kula by stream, makai, the same.

N7 3387

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# FOREIGN TESTIMONY

Cl. 3294 C Shuole.

The Claimant made oath that Kahale the Luna Auhau of Wailuku wrote out his claim and that it was sent in to the Commission in January 1848.

Hoolana Sw. The Cl's land consists of one Moo of Kalo land in the ili of Papohaku Wailuku Maui.

The Claimant received it from L. Kaauwai in 1845, and he from Gov Namakeha, and his title has never been disputed.

It is bounded Mauka, by L. Kaauwai's land Waihee, by Naea's land. Makai, by Kaulahea's & my land Maalaea by the King's Eka.

---

Cl. 3294 D Kahue.

The Claimant made oath that Nalepuleho wrote out and sent in his claim in December 1847.

Hoolana Sw. The Cl's land consists of two pieces in Wailuku Maui.

No 1 is a Moo of Kalo land in Papohaku

" 2 " 2 lois " " " Kapalaalaea.

The Claimant received No 1 from Kalapa in the year 1846 and he from L. Kaauwai, and he from Gov Namakeha. and No 2 from Naai in 1843, and he from Kalawaiahoua in Olden times. His title is not disputed.

No 1 is bounded Mauka and all sides, by L. Kaauwai's land.

No 2 is bounded Mauka, by Kuapuu's land Waihee, by Lonaea's land. Makai, by Naai's land. Maalaea, by Pahoa's land.

---

✓ ✓ Cl. 3387 Poolulii.

Voomoriki Sw. The Cl's land is 9 lois in the ili of Kahewa, Wailuku Maui.

He received them from me in 1843 and I from Kalama the Queen. His title has never been disputed.

It is bounded Mauka, by Kaluaoopuan ili. Waihee, by

FT 3387-1

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Waihuku [illegible]

the same, Makai, by the sea of Waikani, Maalaea, by the sea of Pohakuku-fukuepu.

---

Ca. 3470 Kaihuanui.

L. Kaauwai Sir. The Ms land consists of three pieces in the district of Waihuku, Maui.

No. 1 is one low in Halaula 3d

" 2 " 2 lis " " "

" 3 " " lis " " "

The Claimant received No. 1 & 2 from Aoke in 1831 and No. 3 from Mauhili before 1839 and his title has not been disputed except to No. 1 & 2. Kaunu put in claim for them in 1846 and took them away. The Claimant is a Constable and did not go to the pauina, because the Governor or law excepted such officers from such work, and therefore Kaunu took these pieces away in 1846. The Claimant died in 1848 and his wife Hina is his heir in connection with his child.

No. 1 is bounded Mauka and Waihu sides, by Puau's land, Makai, by Kanui's land Maalaea, by the Pili.

No. 2 is bounded Mauka and Waihu sides, by my land. Makai, by Pepu's land Maalaea, by the Pili.

No. 3 is bounded Mauka and all sides, by Mauhili's land.

---

Waihuku, July 24. 1849.

Commenced hearing the claims of Waihu.

Ca. 2353. L. Kaauwai.

Kaili Sw. I know the lands [illegible] claimed. They are four pieces in Kula, Maui. They are as follows:

No. 1 is a Potato Patch in the Ahupuaa of Waiahua.

" 2 " " " " " " Maopio.

" 3 " " Sweet Potato Patch " " "

" 4 " an Irish potato patch " " " Kaiialinui.

The Claimant received No. 1 from Kaiahua in 1837. No. 2 & 3 from Kaahumanu I in 1831 or 1832. and No. 4 from Maikaulua in the year 1841 and he from the King. His title was never disputed.

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FT 3387 (Cont)

# Land Commission Award Number 3388 to Paiwi
# (Volume 7, Page 487)

EXHIBIT NO.
**2189 WCEIC - 210**

G. M. Robertson
C. Akaulahao
J. H. Smith

Honolulu Januari 7. 1854.

Helu 3388 Taiwi

Wailuku. Maui.

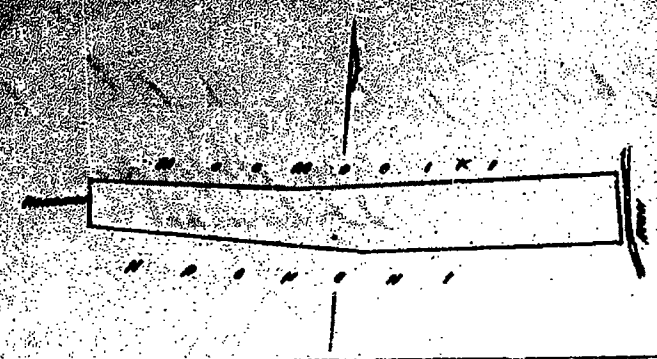
Kalo ma ka ili o Kapalaalaea.

Choomaka ma ke kihi Komohana Hema a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Ak. | $\frac{1}{2}$ | Hi. | .60 | Kh. ma ko | Konohiki |
| Ak. | 86 $\frac{1}{4}$ | Hi. | 2.79 | " " " | Moomooiki |
| Ak. | 82 $\frac{1}{4}$ | Hi. | 4.30 | " " " | " |
| He | 12 | Hi. | .91 | " " ka | Auwai |
| He | 82 $\frac{1}{2}$ | Ko. | 3.48 | " " ko | Naonohi |
| He | 89 $\frac{3}{4}$ | Ko. | 3.71 | " " " | " a hiki ma ke kihi mua $\frac{56}{100}$ Eka |

C. Bailey. Meaanaaina.

Wailuku Novemaba 17 1853



2 Kh. - 1 m.

Ukupaulo $4.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. H. Smith

Honolulu Januari 7. 1854.

Hoku 6409 Kupanihi. Wailuku Maui

Apuna 1 Ma ka ili o Laie
Chumaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 78°½ | Ko. | 2.63 | Kh. ma ke | Kinohiki |
| He | 15° | Hi. | 1.14 | " " " | Kaneiaulu |
| Ak. | 75° | Hi. | 1.11 | " " " | Keawe |
| He | 16° | Hi. | 1.93 | " " " | " |
| He | 71°½ | Ko. | 1.13 | " " " | |
| He | 16°½ | Hi. | 3.85 | " " " | Poalima & Kaneiaulu |
| Ak. | 54°½ | Hi. | 1.12 | " " " | " |

Royal Patent Number 6101
(Volume 23, Page 369)

HELU 6101

# PALAPALA SILA NUI

## A ke Alii, mamuli o ka olelo a ka Poe Hoona Kuleana,

NO KA MEA, Ua hoohoio na Luna Hoona i na kumu kuleana aina i ka olelo, bo kuleana olalo ko Paiwi Kuleana Helu 3588

ma ke Ano Alodio iloko o kahi i oleloia malalo.

Nolaila, ma kela Palapala Sila Nui, ke boike aku nei o Kamehameha IV., ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i kela la nona iho, a no kona mau hopo alii, na haawi aku oia, ma ke Ano Alodio ia Paiwi

i kela wahi a pau loa ma Kapalaalaea Waikiki

ma ka mokupuni o Maui penei na mokuna:

6 Koomaka ma ke Kihi Kom Hem.

| | | | | | | |
|---|---|---|---|---|---|---|
| Mau | 2 | Pili | 0.60 | Kaul | ma ke | Konohiki |
| " | 26½ | " | 2.79 | " | " " | Moomooiki |
| " | 32½ | " | 4.50 | " | " " | " |
| Kuma | 82 | " | 0.91 | " | " | ke Auwai |
| " | 83½ | Mau | 3.48 | " | " | ke Naonoki |
| " | 89½ | " | 3.71 | " | " | " " |

0.56 Eka

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

# NATIVE REGISTER
# (HAWAIIAN)

noho nei, oia iho la no. Aloha me
ka mahalo
Wailuku Jan. 6. 1848 Na Poohiti

---

3388 Paiwai

Aia ma Kapalaalaea
M Kou kuleana loi 53. Kumu Lauhala
2, oia kou mau kuleana e no-
ho nei. He haole nona mai
kou. Aloha me ka mahalo
Wailuku Na Paiwi
6 Januari 1848.

---

3389 Pinao

Owau o Pinao ihu ole, oia
ma Pounin kou wahi i noho ai,
M. malaila kou mau loi, a pauku
aina, elua pauku aina ou, aia
ma Paaloa ia pauku aina, no
kuu punalua, no kuapuu, owau
no ia, owau no kona hope, oia
na kuleana. Me ka mahalo
Wailuku Na Pinao
5 Januari 1848.

---

Wailuku Dek 25, 1847

3390 Paele

Aloha ouhou a pau loa
M e na Luna Hoona kuleana, na hai
nai ka Elele ia makou, e hai ku
i na kuleana, aia i Pohakea e pili
ana i Pohaku 32 loi, 1 puhala, 1
hula, kou kuleana ia
Na Paele

NR- 3388

# NATIVE REGISTER
# (ENGLISH)

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✓ No. 3388 - Paiwi

My claim for 53 lo'i is at Kapalaalaea. I have 2 lauhala trees. Those are my claims which are occupied. I received them from a foreigner. A respectful farewell.
Wailuku, 6 January 1848 PAIWI

---

No. 3389 - Pinao

I, Pinao, live at Ihuole, my lo'is are there, and two pauku of land. At Paaloa is a pauku which is from my punalua*, Kuapuu. I am his representative. Those are the claims. Respectfully.
Wailuku
5 January 1848 PINAO
/*A relationship in which a third party is involved, such as two husbands of a wife, or two wives of a husband, or a relationship between wives of brothers or husbands of sisters/.

---

No. 3390 - Paele Wailuku, Dec. 25, 1847

Greetings to all the Land Commissioners: The Elele has told us to state our claims. At Pohakea, next to Pohaku, are 22 lo'i, one hala clump, and one kula. That is my claim.
PAELE

---

No. 3394 - Pooa



To the Land Commissioners, Greetings: I hereby state my claim for 12 lo'i and a kula, in the 'Ili called Kalua iki in Wailuku, Maui. The boundaries are: on the north, east and west, a land boundary wall, on the south a mo'o of Kawelohea and a kula for Wahinekuapuu. I received this from Lukua, and it was administered by the konohikis. Respectfully,
Wailuku, 17 Dec. 1847 POOA

---

No. 3395 - Paele

To the Land Commissioners, Greetings: I hereby petition for my claim, an 'Ili called Pohakea in Wailuku, Maui. It is bounded on the north by an 'Ili of Pohakuli, on the east by the 'Ili of Auhaka, on the south by some lo'i pa'ahao, on the west, an 'Ili of Papohaku. I have a total of 22 lo'i in it. Respectfully,
Wailuku, 24 Dec. 1847 PAELE

---

No. 3396 - Lani

To the Land Commissioners, Greetings: I hereby petition for my claim for the 'Ili called



Kapoino in Waiehu, Maui. It was fenced /or walled/ by the Premier of the Kingdom, M. Kekauluohi. My makuas lived a long time on this

NR 3388

# NATIVE TESTIMONY (HAWAIIAN)

No Kalawaiahonu mai i ka M. H. 1847 ko Kuahine, a no Kuahine aku kona ia manawa no; aka he aina kahiko no kona makuakane mai, Aole mea keakea.

Penei na palena. M. o Kalawaiahonu. W. Pali o Wailuku. M. pela no. M. Kahawai o Wailuku.

2600. Poholowai. Julai 11. 1849.

Alihi Hoohikiia. Ua ike au i kona aina ma Wailuku, 2 apana.

Apana 1. Aina kalo i ka ili o Kuunaheana 1

" 2. " " " " " " 2.

No Kupa Maila mai. He aina kahiko keia mai a Auwae mai mamua o ka M. H. 1820. 2 poalima ma ka Apana 2.

1 Penei na palena. M. Pa Aina. W. o Kaehu. M. Ili o Kalua. M. o Keahu

2 M. Pa Aina. W. pela no. M. Ili o Kalua. M. o Geo. Lans

2651. Alihi.

Ka Kaauwai Hooh. Ua ike au 1 apana kalo ma ka ili o Papuhaku, Hoo kahi loi ma ka ili o Keahupio, ma Wailuku.

Noi aku ka apana 1, i ka M. H. 1844. No Namakeha mai koi, a o ka loi 1. No Kama mai, Aole mea keakea.

1 Penei na palena. M. koi aina. W. o Naea. M. pela no. M. koi aina.

2 M. o Kuapuu. W. pela no. M. Opunui. M. pela no.

3388. Paiwi.

Naonohi Hooh. Ua ike au ma ka ili o Kapalaalaea, Wailuku. 1 apana kalo.

No Auwae mai mamua o ka M. H. 1830, Aole mea keakea.

Penei na palena. M. o J. Peletia. W. o J. Peletia me Moomoo. M. o John Peletia. M. o Naonohi.

3225. Opunui.

Kamaka Hoohikiia. Ua ike au 1 apana ma keia mau ili aina elua

NT 3388

# NATIVE TESTIMONY (ENGLISH)

Kane sworn: I know of one parcel of taro in the 'Ili of Halekou, Wailuku.

Page 639

It was from Kalawaiahonu in 1847 to Kuahine, and from Kuahine to him at the same time, but it was an ancient land from his makuakane. There is no opposition. It is bounded mauka by Kalawaiahonu, Waihee by the Pali of Wailuku, makai, the same, Maalaea, Wailuku stream.

---

No. 2600 - Poholowai July 11, 1849

Alihi sworn: I know his two parcels of land in Wailuku.
Parcel 1. Taro land in the 'Ili of Kuunaheana 1.
" 2. " " " " 2.
It was from Kupa Maila /Mr. Miles/. This was an ancient land from Auwae, before 1820. There are two po'alima in parcel 2.
1. is bounded mauka by the land boundary wall, Waihee by Kaehu, makai by 'Ili of Kalua, Maalaea by Keahi.
2. is bounded mauka by the land boundary wall, Waihee, the same, makai by 'Ili of Kalua, Maalaea by Geo. Lans /Lawrence/.

---

No. 2651 - Alihi

Z. Kaauwai sworn: I know of one parcel of taro in the 'Ili of Papohaku. One lo'i is in the 'Ili of Keahupio, in Wailuku. Parcel 1 was from me in 1844. I had it from Namakeha. The single lo'i was from Kama. There is no opposition.
1. is bounded mauka by my land, Waihee by Naea, makai, the same, Maalaea by my land.
2. is bounded mauka by Kuapuu, Waihee, the same, makai, by Opunui, Maalaea, the same.

---

No. 3388 - Paiwi

Naonohi sworn: I know of one parcel of taro in the 'Ili of Kapalaalaea. It was from Auwae, before 1830. There is no opposition. It is bounded mauka by J. Peletia, Waihee by J. Peletia and Moomoo, makai by John Peletia, Maalaea by Naonohi.

---

No. 3225 - Opunui

Kamaka sworn: I know of one parcel in these two 'Ilis,

Page 640

Lelemako and Pohakupukupu in Wailuku. It is an ancient land from the makuas from the time of Kamehameha The First. There is no opposition. Opunui died in 1846 and Kaiole, his wahine, is his heir. It is bounded mauka by Kahili, Waihee by the Pali of Wailuku, makai by Wahinekaahiki, Maalaea by Kahawai.

---

NT 3388

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# FOREIGN TESTIMONY

ku & Makai sides, by the Pali. Maalaea, by the Creek of Waihe-
ku.
Kuahine Confirmed the testimony of Kane.

Ca. 2600. Pokolowai.

Aliki Sw. The Cl's land. They consist of 2 pieces of kalo land in Kuunaheana nui, Wailuku, Maui. Both pieces are joined. There is also another piece in Kuunaheana iki.
The Cl. rec'd these lands from Auwae before 1820. His title has never been disputed. There are two pralima lois in the first piece. Mr Miles is the present Konohiki of these lands.
No 1 is bounded Mauka, by the Govt Lot. Waihee, by Kaehu's lot. Makai, by the ili of Kalua. Maalaea, by Keaki's land.
No 2. is bounded Mauka, by the Govt lot. Waihee, by Kaehu's lot. Makai, by the ili of Kalua. Maalaea, by George Lawrence's lot. These lands form but one piece.

Ca. 2651. Aliki.

D. Kaauwai Sw. The Cl's land. They consist of one piece in the ili of Papohaku, Wailuku, and one loi in the ili of Keahupio.
The Cl. rec'd these lands from me in 1844 and I rec'd it from Governor Namakeha. His title is not disputed.
No 1. is bounded Mauka, by my land. Waihee, by Waea's land. Makai, by the sum. Maalaea, by my land.
No 2. is bounded Mauka & Waihee sides, by Kuapuu's land. On other two sides, by Opuuui's land.

Ca. 3382. Paiwi.

Naonehi Sw. I know the land of the Cl. It is one piece of kalo land in Kupaloa, Wailuku, Maui.
The Cl. rec'd it from Auwae before 1820, and his title

FT 3388-1

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has never been disputed.

It is bounded Mauka, by John Pelletier's land. Waihee, by Mromoo's & Pelletier's land. Makai, by Pelletier's land. Maalaea, by my land.

---

C. 3225. Opumui.

Kamaka. Sworn. I know the land of the Cl. It is one piece of kalo land partly in the ili of Ekemako and partly in the ili of Pohakupukupuku & Wailuku, Maui.

The Cl. rec^d this land from his ancestors in ancient times. They possessed it from the days of Kamehameha 1. His title was never disputed up to his death in 1848. His heir is his widow Kaiwole.

It is bounded Mauka, by Kahuli's land. Waihee, by the Pali. Makai, by Wahiwekaahiki's land. Maalaea, by the Creek of Wailuku.

FT 3225

---

C. 3531. Kamaka.

The Cl. appeared and said that he had given up this land to the Queen upon the death of Boaz Mahume from whom he rec^d it.

---

C. 2567. Kaawa 3488 or Makaawa 2567. See N.

Ehu. I know the land of the Cl. It is one piece of kalo land in the ili of Kuunakeanaui. Wailuku, Maui.

The Cl. rec^d it from his ancestors who possessed it from the days of Kamehameha 1. In 1837 or near then the land of Kuunakeanaui was given to Mr. Miles, but the Cl. has still held his possessions in peace up to the present day. There is one pualima loi in it.

It is bounded Mauka, by the pualima of Mr. Miles. Waihee, by the Kula of Mr. Miles. Makai, by the Creek of Kuu-

FT 3388-2 Cont

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# Land Commission Award Number 3488 to Kaawa (Volume 7, Page 501)

EXHIBIT NO.
**2189 WCEIC - 211**

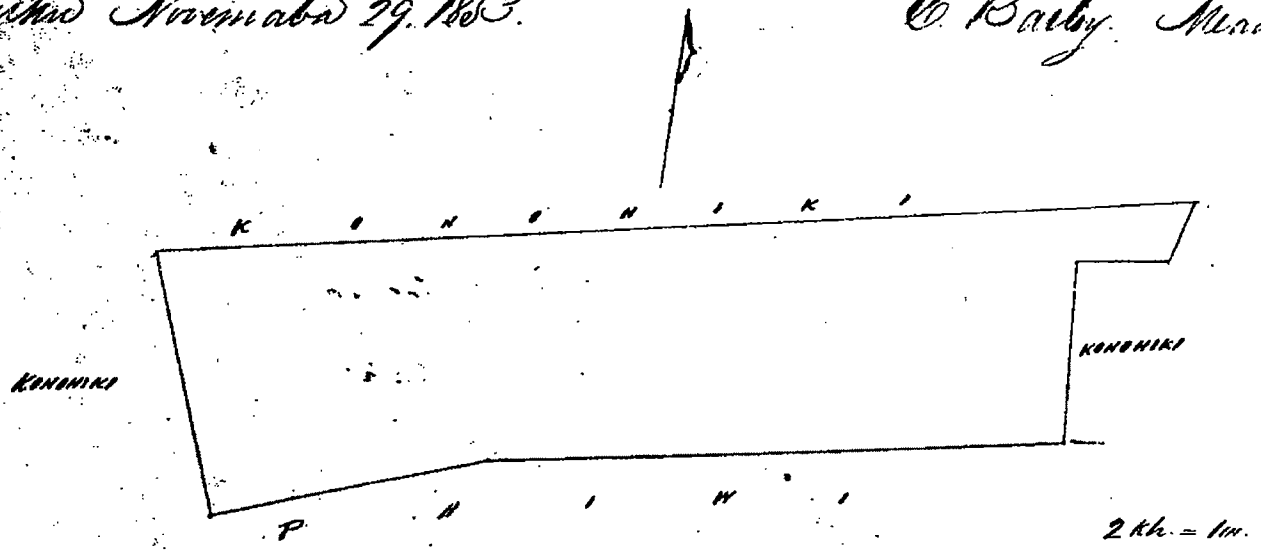
Helu 3488 Kaaiwa ✓ Wailuku Maui.

Kalo ma kaili o Puuki.

Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 77° 3/4 | Ko. | 13.76 | Kh. ma ko | Konohiki. |
| He | 20° | Hi. | 3.47 | " " " | " |
| Ak. | 70° | Hi. | 3.72 | " " " | Paiwi. |
| Ak. | 78° 3/4 | Hi. | 7.70 | " " " | " |
| Ak. | 3° 3/4 | Ko. | 2.37 | " " " | Konohiki. |
| Ak. | 78° 3/4 | Hi. | 1.19 | " " " | " |
| Ak. | 15° | Hi. | .88 | " " " | " a hiki ma ke hihi mua = 3 96/100 Eka |

Wailuku Novemaba 29. 1853. E. Bailey. Meaanaaina.




Ukupaulua $6.00

W. L. Lee
G. M. Robertson
J. H. Smith
J. Kekaulahao

Honolulu Pamuari 7. 1854

Royal Patent Number 5289
(Volume 21, Page 233)

HELU.....5289

# PALAPALA SILA NUI.

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

**NO KA MEA,** ~~Ua hoohoio~~ na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko Kuleana Helu.....3488 ma ko **Ano Alodio** iloko o kahi i oleloia malalo.

Nolalla, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV. ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope alii, ua haawii aku oia ma ke **Ano Alodio** ia i keia wahi a pau loa ma ma ka mokupuni o penei na mokuna,

| | | | | | | |
|---|---|---|---|---|---|---|
| Ana | Kala | Ekoomaka | Ma | Ke | Kihi | Akau e holo |
| Hana | 77¾ | Kam | 11.76 | Kaul | ma | Konohiki |
| " | 20 | Hik. | 3.47 | | " | " |
| Akau | 70 | " | 3.72 | | " | Paiwi |
| " | 78¾ | " | 7.70 | | " | " |
| " | 3¾ | Kam | 2.37 | | " | Konohiki |
| " | 78¾ | Hik | 1.19 | | " | " |
| " | 15 | " | .88 | | " | " |
| | | | | Ke | 3.96 | Eka |

Maloko o Okia apana 3. 96 Eka

a ui iki aku, a emi iki mai paka. Ua kue nae i ke aupuni na mina minerala a me na metela a pau.

No Kanawa

ua aina la i hawaiia mu ka Ama Alodio a ua kona mau hooilina, a me kona waihona; ua pili nae

ka aukau a ka Pae Aimoiola a kau like ai ma na aina alodio i kelu manawa i keia manawa.

A I MEA E IMEA AI, na kau wau i ke'u mea, a me ka Sila Nui o ko Hawaii Pae

Aina mai Honolulu i keia la

o Kanawa 18 1/63

Kamehameha

Kaahumanu

L Kamehameha

# NATIVE REGISTER
# (HAWAIIAN)

malaila, i Waikani 9 loi, o kóu hai kuleana ia oukou e na Luna Hoona kuleana Aloha maikai me ka Mahalo ia oukou
Wailuku 3 Jan. 1848. Na Kaono

3486 Kailihiwa

Owau o Kailihiwa he
M mau loi kóu, aia i Keahupio 18 loi, he wahi kula /e pili ana i na loi, oia kóu wahi kuleana me kaiu wahine me Malaea, oia ko maua kuleana Aloha me ka Mahalo
Wailuku 6 Jan. 1848. Na Kailihiwa

3487 Kaulii

Aloha maikai na Luna
M Hoona kuleana. He hai aku nei au i kóu kuleana ia oukou, aia i Ahuena 16 loi: Opuhala, wahi kula no hoi, oia kóu mau kuleana Aloha na Luna Hoona kuleana Aina
Wailuku 5 Jan. 1848. Na Kaulii

3488 Kaawa

He hai aku nei au i kóu
M mau kuleana, aia ma Puki, o ka nui 137 loi, oia kóu kuleana. Owau o Kaawa i Puki. Aloha na Luna Hoona
Wailuku 6 Jan. 1848. Na Kaawa

3489 Kauakahi

Aloha na Luna Hoona
M kuleana. He hai aku nei au i kóu mau loi, aia ma Keahupio 13 loi, o kóu

NR- 3488

# NATIVE REGISTER
# (ENGLISH)

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No. 3484 - Kapale

Page 91

I, Kapale, hereby state my claim: there are 18 lo'i at Ahuena, also a house and its surroundings. It is feared there may be trouble. A respectful farewell to the Land Commissioners.
Wailuku, 5 January 1848 KAPALE

---

No. 3485 - Kaono

I have 2 lo'i at Lemukee,

Page 92

and 9 lo'i at Waikani, that is my claim which is stated to you, the Land Commissioners. A respectful farewell to you.
Wailuku, 3 Jan. 1848 KAONO

---

No. 3486 - Kailihiwa

I, Kailihiwa have 18 lo'i at Keahupio and a small kula adjoining the lo'is. That is the claim of my wahine, Malaea, and myself. A respectful aloha.
Wailuku, 6 Jan. 1848 KAILIHIWA

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No. 3487 - Kaulii

Greetings to the Land Commissioners: I hereby state my claim: 16 lo'i in Ahuena, a hala clump and also a kula, those are my claims. Farewell to the Land Commissioners.
Wailuku, 5 Jan. 1848 KAULII

---

✓ No. 3488 - Kaawa

I hereby state my claims which are at Puki, a total of 127 lo'i. I, Kaawa, am at Puki. Farewell to the Land Commissioners.
Wailuku, 6 Jan. 1848
KAAWA

---

No. 3489 - Kauakahi

Greetings to the Land Commissioners: I hereby tell of my lo'is: At Keahupio are 13 lo'i.

Page 93

This is my little claim. A respectful farewell to the Land Commissioners.
Wailuku, 6 Jan. 1848 KAUAKAHI

---

No. 3490 - Kapaa

Here are my two lo'i: one in Keahupio, and one in Puako, that is my little claim. A respectful farewell.
Wailuku, 6 Jan. 1848 KAPAA

NR 3488

# NATIVE TESTIMONY (HAWAIIAN)

lo.
Apana 2. 1 lvikalo. M. o Kaolulo. W. o Popoki. M. o Naea.
M. o Nawai.
Apana 3. 1 lvikalo. M. o Naea. W. o Kekipi. M. o Naea.
M. o Kaolulo.

---

5272 D Kealoha. Julai 11. 1849.

---

Naleipuleho Hoohikiia. Nau no i kakau kona palapala kuleana i ka M. H. 1846. a hoonna i Oahu.
Kalaehaeha. Hoohikiia. Ua ike au hookahi Apana aina ma ka ili o Kapaalua, Wailuku.
Penei na palena. M. Ili o Kaulupala. W. o Kaama. M. Pa Aupuni. M. o Naea.

---

5272 C Kaneiaulu.

---

Naleipuleho Hook. Nau no i kakau kana palapala kuleana, i ka M. H. 1846. a hoonna i Oahu.
Piohia Hoohikiia, Ua ike au 1 Apana aina kalo, ma ka ili o Kuipaa, a me Laieiki ma Wailuku.
He aina kahiko no kona mai kona mau Makua mai i ka wa o Kamehameha I. Hookahi poalima maloko. Aole mea keakea.
Penei na palena. M. o Kekaula. W. Pa Aupuni. M. Ili o Laiemui; M. Kahawai.

---

✓ 3488. Kaawa.

---

Nihoaiai Hoohikiia. Ua ike au hookahi Apana kalo ma ka ili o Puki, Wailuku.
No Auwae mai mamua o ka M. H. 1830. Aole mea keakea, Le nae poalima maloko.
Penei na palena. M. Pa Aupuni. W. Ili Pohakupukupu. M. Ili Waikanimui. M. Ili Kapalaalaea.

NT 3488-1

Waihee, o Poupou. Makai, o Pinao me Kalaikoa. M. kahawai o Wailuku.

3465. Keawe. Julai 9. 1849.

Puniho Hoohikiia. Ua ike no au hookahi Apana kalo ma ka ili o Ahuena ma Wailuku.

No Kailihiwa mai i ka M. H. 1844. Aole mea keakea. 2 poalima maloko.

Penei na palena. Mauka, o Paele. Waihee, o Naea. M. o Keoho. Maalaea, o Kahanolopua.

3254. Hana.

Malwe II. Hoohikiia. Ua ike au i kona aina i Wailuku. 2 Apana.

Apana 1. Aina kalo ma Ahuena.

" 2. Hale " "

No Kehakeha mai kona aina i ka M. H. 1845. a ua loaa hoi ia ia i ka wa o Kamehameha 1. Aole mea keakea. 2 poalima iloko.

1 M. o Kaiae. W. kou aina. M. o Kaulii. M. kou aina.

2 M. o Kaulii. W. kou aina. M. o Kaulii. M. kou aina no.

3502. Kahawai.

Kanoii Hoohikiia. Ua ike au i kona aina i Wailuku. 3 Apana.

Apana 1. Aina kalo ma Halewano ili

" 2. 3 loi " " " "

" 3. 5 " " " Pauniu "

No Keawe mai kona aina i ka M. H. 1835. Aole mea keakea.

1 M. o Lonoaea. W. o Keahi. M. o Keawe. M. o Ohiai.

2 M. o Keahi. W. pela no. M. o Nuhi. M. o Ohiai.

3 M. o Kekipi. W. pela no. M. pela no. M. o Kahawai.

3498. Kaupe.

Moomooiki Hoohikiia. Ua ike au hookahi no Apana ma ka ili o Kaluao

NT 3488-2

# NATIVE TESTIMONY (ENGLISH)

No. 5272B - Mul@ Page 635

Naleipuleho sworn: It was I who wrote his land claim.

Piohia sworn: I know his parcels of land in the 'Ili of Pauniu, three parcels. His land was from his wahine in 1840. One po'alima is in Parcel 1. There is no opposition.
Parcel 1. Taro land, bounded by theland of Kaolulo.

Page 636

Parcel 2. One taro lo'i, bounded mauka by Kaolulo, Waihee by Popoki, makai by Naea, Maalaea by Nawai.
Parcel 3. One taro lo'i bounded mauka by Naea, Waihee by Kekipi, makai by Naea, Maalaea by Kaolulo.

---

No. 5272D - Kealoha July 11, 1849

Naleipuleho sworn: It was I who wrote his claim in 1846 and sent it to Oahu.
Kalaehaeha sworn: I know of one parcel of land in the 'Ili of Kapaaloa, Wailuku. It is bounded mauka by the 'Ili of Kaulupala, Waihee by Kaama, makai by Government lot, Maalaea by Naea.

---

No. 5272C - Kaneiaulu

Naleipuleho sworn: It was I who wrote his claim in 1846 and sent it to Oahu.
Piohia sworn: I know of one parcel of taro land in the 'Ili of Kuipaa and Laieiki in Wailuku. It is an ancient land from his makuas from he time of Kamehameha I. One po'alima is in it. There is no opposition. It is bounded mauka by Kekaula, Waihee by government lot, makai by 'Ili of Laienui, Maalaea by Kahawai.

---

✓ No. 3488 - Kaawa

Nihoaiai sworn: I know of one parcel of taro in the 'Ili of Puuki, Wailuku. It was from Auwae before 1830. There is no opposition. There are four po'alima in it. It is bounded mauka by government lot, Waihee by 'Ili of Pohakupukupu, makai by 'Ili of Waikani nui, Maalaea by 'Ili of Kalapaalaea.

---

No. 4386 - Kaiole July 11, 1849 Page 638

Kalaehaeha sworn: I know his two parcels of land in Wailuku.
Parcel 1. Taro land in the 'Ili of Auhaka
" 2 " " " " Pohakea
His land was from me in 1834*/sic/. I had gotten it from Kailihiwa in 1835. There is no opposition.
1. is bounded mauka by Ohule, Waihee by Wailuku stream, makai by my land, Maalaea by the'Ili of Waiaka.
2. is bounded mauka by my land, Waihee by Naea, makai by lo'i pa'ahao, Maalaea, the same .
7*1844/

---

NT 3488

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# FOREIGN TESTIMONY

## A. 3334. Nikoaiai.

Kaawa Sw. I know the land of the Clt. It is one piece of kalo land in the ili of Kahewa, Wailuku, Maui.

He rec^d it from Mermoo before the year 1830. and his title is not disputed. There is one poalima loi in it.

It is bounded. Mauka by the Creek & Gov^t lot. Waihee, by the ili of Kaluaopu. Makai, by the ili of Kopuhakeo. Maalaea, by the ili of Pohakukupukupu.

## A. 3483. Kaawa.

Nikoaiai Sw. I know the land of the Clt. It is one piece of kalo land in the ili of Puuku, Wailuku, Maui.

The Clt. rec^d it from Auwae before 1830. His title has never been disputed. There are 4 poalima lois in it.

It is bounded. Mauka, by the Gov^t lot. Waihee, by the ili of Pohakukupukupu. Makai, by Waikani mui. Maalaea, by the ili of Kapalaalaea.

## A. 4386. Kaiole.

Kalakaeka Sw. I know the lands of the Clt. They consist of 2 pieces in the ilis of Aukaka & Pohakea, Wailuku. Maui.

The Clt. rec^d them from me in 1844. and I rec^d them from Kailihiwa in 1835. His title nor mine were ever disputed.

No. 1 is bounded. Mauka, by Ohule's land. Waihee, by the Creek of Wailuku. Makai, by my land. Maalaea, by the ili of Waiaka.

No. 2. in Pohakea, and is bounded. Mauka, by my land. Waihee, by the Poalima of Naea. On other two sides, by Paahao lois.

## A. 3214. Ehu.

Maaha Sw. I know the land of the Clt. It is one piece of kalo in the ili of Kaluea, Wailuku, Maui.

FT 3488

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# Land Commission Award Number 3498 to Kaupe (Volume 7, Page 491)

EXHIBIT NO.
**2189 WCEIC - 212**

[illegible]
[illegible]

Honolulu Januari 7. 1854.

Helu 3498. Kaupe. ✓ Wailuku. Maui

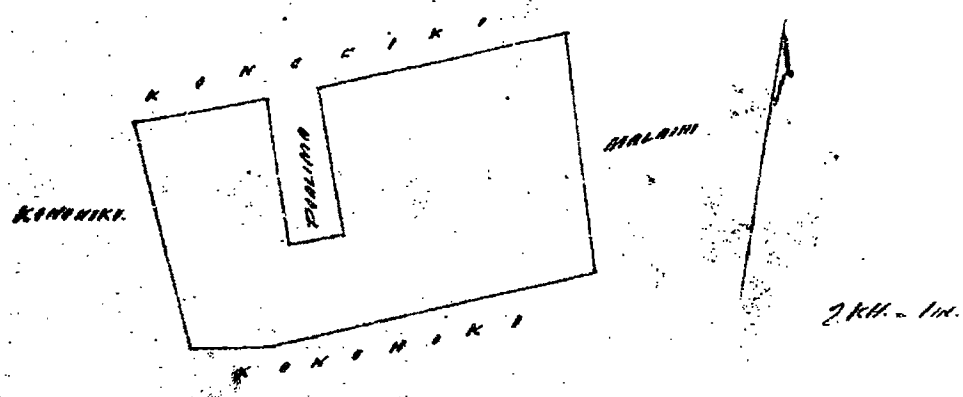
Kalo. ma ka ili, Kaluaoopu.
Choomaka ma ke kihi Okau a e holo.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| He. | 68° 3/4 | Ko. | 3.36 | Kh. | ma | ko | Konohiki |
| He. | 18° 3/4 | He. | 1.92 | " | " | " | " |
| He. | 69° | Ko. | 72 | " | " | " | " |
| Ak. | 17° 3/4 | Ko. | 1.91 | " | " | " | " |
| He. | 70° 1/4 | Ko. | 1.83 | " | " | " | " |
| He. | 19° 1/2 | He. | 3.04 | " | " | " | " |
| Ak. | 78° | He. | 1.11 | " | " | " | Moomooiki. |
| Ak. | 68° | He. | 4.40 | " | " | " | Konohiki. |
| Ak. | 16° 1/2 | Ko. | 3.14 | " | " | " | Malaihi. |

a hiki ma ke kihi mua = 1 63/100 Ehu

Wailuku Novemaba 17. 1853.

E. Bailey Maamaaina



Ohapaulo 15

W. L. Lee
G. M. Robertson
J. K. Smith
J. Kekaulahao

Honolulu Januari 7 1854

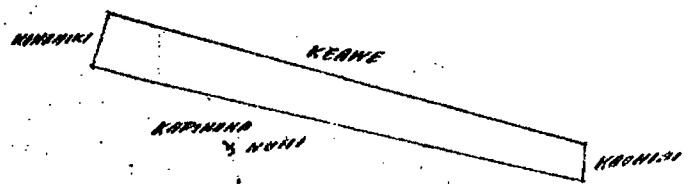
Helu 3502 Kakawai Wailuku Maui

Kalo ma ka ili o Halemano.
Ehuomaka ma ke kihi Akau. a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 47°½ | Ko. | 68 | Kh. ma ko | Konohiki |
| He | 44° | Hi. | 6.69 | " " " | Kapihana & Nehi. |
| Ak. | 39° | Hi. | .47 | " " " | Kaohiai |
| Ak. | 41°¾ | Ko. | 6.57 | " " " | Keawe. a hiki ma ke kihi mua. 38/100 Eka |

Wailuku Novemaba 29. 1853.

C. Bailey, Meamaama




2 Kh. = 1 in.

Royal Patent Number 7432
(Volume 27, Page 623)

Helu 7432

# Palapala Sila Nui

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

**No ka Mea,** Ua hooholo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko

Kaupe Kuleana Helu 3498.

ma ke **Ano Alodio** iloko o kahi i oleloia malalo.

**Nolaila,** me keia **Palapala Sila Nui,** ke hoike aku nei o **KALAKAUA,** ke Alii Nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pau Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope Alii, a ua haawi aku oia, ma ke **Ano Alodio** ia Kaupe

i kela wahi a pau loa ma Wailukus

ma ka Mokupuni o Maui penei na mokuna:

Kalo ma ka ili o Kaluaoopuu.

Ehoomaka ma ke kihi Ak, a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Ae. | 68¾° | Kom | 3.36 kb | ma ke | Konohiki |
| Ae. | 18¾° | Hi | 1.92 | " " | " |
| Ae | 69° | Ko | .72 | " " | " |
| Ak | 71¾° | Ko | 1.91 | " " | " |
| Ae. | 70¼° | Ko | 1.83 | " " | " |
| Ae | 19½° | Hi | 3.04 | " " | " |
| Ak | 78° | Hi | 1.11 | " | Moomaiki |
| Ak | 68° | Hi | 4.40 | " | Konohiki |
| Ak | 16½° | Ko | 3.14 | " | Malaihi |

a hiki ma ke kihi mua. 1 63/100. Eka.

Maloko o keia mau apana — 1 63/100 — Eka a oi iki aku, a emi iki mai paha. Ua koe nae i ke Aupuni na mine minerala a me na metela a pau.

Ne Karipe

ua aina la i haawiia ma ke Ano Alodio a no kona mau hooilina, a me kona wahona ; ua pili nae ka auhau a ka Noe Ahaolelo e kau like ai me na aina alodio i kela manawa keia manawa

A i mea o ikea ai, ua kau au i ko'u inoa, a me ka Sila Nui o ko Hawaii Pae

Aina ma Honolulu i keia la 16 - March 1880

Y. Kalakaua

Na Ka Mea:

Ke Kuhina Kalaiaina,

J. S. G. Wilder

# NATIVE REGISTER
# (HAWAIIAN)

94 3495 Kawahie

Aloha na Luna Hoona ku-
M leana aina. He hai aku nei au i kou
kuleana i Papohaku 18 loi. Aloha mai-
kai na Luna Hoona
Wailuku 4 Jan. 1848. Na Kawahie

3496 Kekuapahipahi

Aloha na Luna Hoona
M kuleana. He hai aku nei au i kou
mau loi, aia i Kekuakaeo 14 loi, i Kea-
hiipio 8 loi, i Mokuhau 5 loi, i Puako
10 loi, oia kou kuleana. Aloha na
Luna Hoona kuleana aina.
Wailuku 5 Jan. 1848. Na Kekuapahipahi

3497 Kaulahea

Aloha maikai na Luna
M Hoona kuleana. He hoike aku au i
kou kuleana i Papohaku he mau loi
he 15, o kou kuleana no ia Me ka
Mahalo aku ia oukou
Wailuku 3 Jan. 1848. Na Kaulahea.

3498 Kaupe

Aia ma Kaluaopu kou
M mau kuleana e noho nei, eha Mioo
aina nahelehele he kauwahi, he ai
pekahi, oia no ka nui o kou kuleana
Aloha maikai na Luna Hoona
Wailuku 6 Jan. 1848. Na Kaupe

3499 Kiowai

M. Aloha nui na Luna Hoona
kuleana. He hai aku nei au i kou po-

NR-3498

# NATIVE REGISTER
# (ENGLISH)

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No. 3491 - Kuapuu



Greetings to the Land Commissioners: I hereby tell of my 13 lo'i, 1 hala clump and the place where the house stands; that is my claim. Farewell to the Land Commissioners.
Wailuku, 5 Jan. 1847

KUAPUU

---

No. 3492 - Kanalulu

Greetings to the Land Commissioners: I hereby tell of my lo'is. At Kapaaloa are 39 lo'i and a kula, that is my claim which I occupy. A respectful farewell to the Land Commissioners.
Wailuku, 5 Jan. 1848

KANALULU

---

No. 3493 - Kamaka

I, Kamaka, have 4 lo'i in Paukukalo, 1 lo'i in Waihee; that is my claim which I occupy. A respectful farewell.
Wailuku, 4 Jan. 1848

KAMAKA

---

No. 3494 - Keaka

I, Keaka, hereby state to the Land Commissioners that I have 20 lo'i at Halemano, that is my claim which is occupied. A respectful farewell.
Wailuku, 4 Jan. 1848

KEAKA

---

No. 3495 - Kawahie



Greetings to the Land Commissioners: I hereby state my claim: in Papohaku are 18 lo'i. Farewell to the Land Commissioners.
Wailuku, 4 Jan. 1848

KAWAHIE

---

No. 3496 - Kekuapahipahi

Greetings to the Land Commissioners: I hereby tell of my lo'is. At Kekuakaeo are 14 lo'i, at Keahupio are 8 lo'i, at Mokuhau are 5 lo'i, at Puako are 10 lo'i, that is my claim. Farewell to the Commissioners.
Wailuku, 5 Jan. 1848

KEKUAPAHIPAHI

---

No. 3497 - Kaulahea

Greetings to the Land Commissioners: I hereby state my claim at Papohaku. There are 15 lo'i which I claim. Respectfully,
Wailuku, 3 Jan, 1848

KAULAHEA

---

No. 3498 - Kaupe

My claims which I occupy are at Kaluaoopu. There are four mo'o,

NR 3498 I

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Kaupe



a portion are weed grown and a portion have taro. That is the size of my claim. Farewell to the Commissioners.
Wailuku, 6 Jan. 1848 KAUPE

---

No. 3499 - Kiowai

Greetings to the Land Commissioners: I hereby state my



blessings: I am a man of Koolau, in Wailua. I state my claim for lo'i land and kula. In Wailua is 1 lo'i, in Keonalu is 1 lo'i, at Paehala is a kula, the house stands there. /At/ Pauhala is a kula grove of hala. At Waieli in Wailua are 7 lo'i, at Paakamaka in Wailua are 5 lo'i, at Palolena are 27 lo'i. A kula is at Kealaalaea. There in these lands, is my land.
Wailua, Koolau, 27 Dec. 1847 KIOWAI

---

No. 3500 - Kaina

Greetings to the Land Commissioners: At Auhaka I have 22 lo'i, that is my statement to you. Farewell to the Commissioners.
Wailuku, 3 January 1848

KAINA

---

No. 3502 - Kahawai

Greetings to the Land Commissioners: I hereby state my claim for my 17 lo'i, perhaps it is good, perhaps it is not. The Elele has encouraged us. Farewell to you all.
Wailuku, 4 Jan. 1848 KAHAWAI

---

No. 3506 - Kamakai

To the Land Commissioners, Greetings: I hereby state my claim for 14 lo'i at Waikapu on Maui, however they jump. 3 lo'i are at Kaopala, 10 are at Kaopala, 1 is at Kaopala. These are three 'Ilis, with one name. I received them from my kaikuahine and she got them from the konohikis,



and mine were from the one with the right to them.
Waikapu, 25 Dec. 1847 KAMAKAI

---

No. 3507 - Kuahine

To the Land Commissioners, Greetings: I have a claim for an 'Ili named Waiau, it is at Waihee on Maui, between Ohia and Waiaukuu. I testify as to my occupancy of the land. Respectfully.
Waihee, 20 Dec. 1847

KUAHINE

NR 3498 (cont)

# NATIVE TESTIMONY (HAWAIIAN)

Waihee, o Poupou. Makai, o Pinao me Kalaikoa. M. kahawai o Wailuku.

3465. Keawe. Julai 9. 1849.

Puniho Hoohikiia. Ua ike no au hookahi Apana kalo ma ka ili o Ahuena ma Wailuku.

No Kailihiwa mai i ka M. H. 1844. Aole mea keakea. 2 poalima maloko.

Penei na palena. Mauka, o Paele. Waihee, o Naea. M. o Keoho. Maalaea, o Kahauolopua -

3251. Hana.

Malue II. Hoohikiia. Ua ike au i kona aina i Wailuku - 2 Apana -

Apana 1. Aina kalo ma Ahuena.

" 2. Hale " "

No Kehakeha mai kona aina i ka M. H. 1845. a ua loaa hoi ia ia i ka wa o Kamehameha 1. Aole mea keakea. 2 poalima iloko -

1 M. o Kaiae. W. kou aina. M. o Kaulii. M. kou aina.

2 M. o Kaulii. W. kou aina. M. o Kaulii. M. kou aina no.

3502. Kahawai.

Kanoii Hoohikiia. Ua ike au i kona aina i Wailuku. 3 Apana -

Apana 1. Aina kalo ma Halewano ili

" 2. 3 loi " " " "

" 3. 5 " " " Paunui "

No Keawe mai kona aina i ka M. H. 1835. Aole mea keakea -

1 M. o Lonoaea. W. o Keahi. M. o Keawe. M. o Ohiai.

2 M. o Keahi. W. pela no. M. o Nuhi. M. o Ohiai.

3 M. o Kekipi. W. pela no. M. pela no. M. o Kahawai -

3498. Kaupe.

Moomooiki Hoohikiia. Ua ike au hookahi no Apana ma ka ili o Kaluao

NT 3498-1

opu, ma Wailuku.

No na Makua mai i ka wa o Kamehameha I. na mako na Makua i ka M. H. 1848. ona nei ka hooilina no keia aina. Aole mea keakea.

Penei na palena. Mauka, Ili o Kahewa. Waihee, Ili o Pohakukupukupu. M. Ili o Holu. M. o Kahewa ili.

---

8461. Kailumau. Julai 9. 1849.

Kalawaiahonu Hoohikiia Ua ike au i kona aina ma Wailuku, 2 Apana aina.

Apana 1. Aina kalo, ma ka ili o Pohakuokauhi.

" 2. " " " " " Selemako.

Nou aku ka Apana 1. i ka M. H. 1844. Aole mea keakea. No Kaiaole ka apana 2. i ka M. H. 1844. Aole mea keakea.

1 M. ili o Kaupale. W. kahawai o Wailuku. M. Pali o Wailuku. M. pela no.

2 M. o Kawole. W. o Kalawaiahonu. M. o Kawole. M. pela no.

---

2528. Makahookolo.

Nailiili Hoohikiia. Ua ike au hookahi Apana ma ka ili o Kuamu, ma Wailuku, he kula me ke kalo, a me ka Hale.

No Auwae mai kona aina mamua o ka M. H. 1830, Aole mea keakea. 1 poalima maloko.

Penei na palena. Mauka. o Kuke. Waihee. kou aina. Makai, kahawai, M. pela no.

---

3891. Paia. Wailuku Julai 10. 1849.

Kalimahanua Hoohikiia. Ua ike au hookahi ona Apana aina ma ka ili o Pohakuuli, ma Wailuku.

No Kalawaiahonu mai i ka M. H. 1844. Aole mea keakea. 1 poalima iloko.

Penei na palena. Mauka, o Auimakalani. Waihee, Kahawai.

WT3498-2

# NATIVE TESTIMONY (ENGLISH)

It was from his kupunas in the time of Kamehameha I. There is no opposition. It is bounded as follows: mauka, by Kehaukai and Kalawaiahonu,



Waihee, by Poupou, makai, by Pinao and Kalaikoa, Maalaea by Wailuku stream.

---

No. 3465 - Keawe July 9, 1849

Puniho sworn: I know of one parcel of taro in the 'Ili of Ahuena in Wailuku. It was from Kailihiwa in 1844. There is no opposition. There are two po'alima in it. It is bounded mauka by Paele, Waihee by Naea, Makai by Keoho, Maalaea, by Kahauolopua.

---

No. 3254 - Hana

Mahoe II sworn: I know his land in Wailuku, two parcels.
Parcel 1. Taro land at Ahuena
" 2. House " "
His land was from Kehakeha in 1845, who had had it from the time of Kamehameha I. There is no opposition. There are two po'alima in it.
1. Mauka, by Kaiae, Waihee, my land, makai, Kaulii, Maalaea, my land.
2. Mauka, by Kaulii, Waihee, my land, makai, Kaulii, Maalaea, my land.

---

No. 3502 - Kahawai

Kanoii sworn: I know his land in Wailuku, three parcels.
Parcel 1. Taro land at Halemano 'Ili
" 2. 3 lo'i of taro at " "
" 3. 5 " " at Pauniu 'Ili
His land was from Keawe in 1835. There is no opposition.
1. Mauka, Lonoaea, Waihee, Keahi, makai, Keawe, Maalaea, Ohiai
2. Mauka, Keahi, Waihee, the same, makai, Nuhi, Maalaea, Ohiai
3. Mauka, Kekipi, Waihee, the same, makai, the same, Maalaea, [illegible] Stream.

---

No. 3498 - Kaupe

Moomooiki sworn: I know of one parcel in the 'Ili of Kaluao-



opu in Wailuku. It was from the makuas, from the time of Kamehameha I. The makuas died in 1848, and he is the heir to this land. There is no opposition. The boundaries are: mauka, 'Ili of Kahewa, Waihee, 'Ili of Pohakupukupu, makai, 'Ili of Holu, Maalaea, 'Ili of Kahewa.

---

NT 3498

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# FOREIGN TESTIMONY

title is without dispute.

No. 1. is bounded Mauka, by Lonoaea's land. Waihee, by Keahi's land. Makai, by Keawe's land. Maalaea, by Ohiai's land.

No. 2. is bounded Mauka, by Keaki's land. Waihee, by the same. Makai, by Nuhi's land. Maalaea, by Ohia's land.

No. 3. is bounded Mauka & Waihee & Makai sides, by Hekipi's land. Maalaea, by the Creek of Wailuku.

---

A. 3495. Kaupo.

Moomoviki Sw. I know the land of the Ct. It is one piece of land in Kaluaoopu, Wailuku Maui.

He recd it from his parents and through them his title extends back to the days of Kamehameha I. His title is not disputed. There is no pualima's in it.

It is bounded Mauka, by the ili of Kahewa. Waihee, by the ili of Pohakukupukupu. Makai, by the ili of Holu. Maalaea, by the ili of Kahewa.

---

A. 8461. Kaihuman.

Kalawaiahonu Sw. I know the lands of the Ct. They consist of 2 pieces in Wailuku Maui.

No. 1. is a kalo land in Pohakuokauhi.

" 2. " " " " Lelemako.

The Ct. recd No. 1. from na, and No. 2. from Kaiwole about 1844. I am the luna of the first named ili, & Kaiwole of Lelemako. His title is without dispute. There is one pualima loi in No. 1.

No. 1. is bounded Mauka, by the ili of Kaupali. Waihee, by the Creek. Makai & Maalaea, by the Pali.

No. 2. is bounded Mauka, by Kaiwole's land. Waihee, by my land. Makai, by Kaiwole's land. Maalaea, by the same.

FT 3498

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Land Commission Award Number 4452, Apana 9 to H. Kalama
(Volume 10, Page 470)

EXHIBIT NO.
**2189 WCEIC - 213**

Ua hooko aku makou i keia kuleana mamuli na olelo o na Kanawai i hooholoia ma ka la 17 o June M. H. 1852, e pili ana i na Konohiki.

---

## Helu 4452 H. Kalama

Apana 9.

Ua koi mai oia no kona ~~[illegible]~~ Iliaina o Puuohala iloko o Wailuku ma ka Puali Komohana o ka Mokupuni o ~~[illegible]~~ Maui, no ka mea, ua loaa iaia keia aina no ka Moi Kamehameha III mai i ka Mahele aina ana i ka M. H. 1848, a ua noho keakea oleia a hiki i keia manawa.

Oia ka makou e hooko nei no H. Kalama, he kuleana hoi kona malalo iho o ke Ano Alodio. Ina e uku mai oia iko ke Aupuni hapa alaila, ua kupono iaia ka Palapala Sila Alodio. Aka, koe nae na kuleana o na Kanaka maloko.

Poko nae iaia he uku no ka hookolokolo a me ka hooholo ana i ka olelo Penei,

No ka rumi a me ke pai ana i ka olelo ma ka Nupepa.

W. L. Lee — No ke kope ana i ka olelo koina

G. M. Robertson — No ka palapala kii

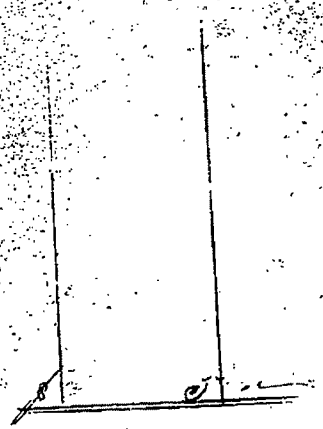
J. Nekaulahao — No ka hana ana i ka la

J. H. Smith — No ke kope ana i ka olelo a na hoike

No ke ana ana i ka la

No ke kope ana

No ka hooholo ana i ka olelo i ka la 20 o Mei 1854.



Ua hooko aku makou i keia kuleana mamuli o na olelo o na Kanawai i hooholoia ma ka la 19 o June M. H. 1852, e pili ana i na Konohiki.

---

## Helu 4452 H. Kalama

Apana 10.

Ua koi mai oia no kona Iliaina o Maniinie iloko o Wailuku ma ka Puali Komohana o ka Mokupuni o Maui, no ka mea, ua loaa iaia keia aina no ka Moi Kamehameha III mai i ka Mahele aina ana i ka M. H. 1848, a ua noho keakea oleia a hiki i keia manawa.

Oia ka makou e hooko nei no H. Kalama, he kuleana hoi kona malalo iho o ke Ano Alodio. Ina e uku mai oia [illegible] ka Palapala Sila Alodio. Aka, koe [illegible] Kanaka maloko.

Royal Patent Number 7302
(Volume 25, Page 165)

No. 7302

# ROYAL PATENT.

## Upon Confirmation by the Land Commission.

**WHEREAS,** The Board of Commissioners to quiet Land Titles have by their decision awarded unto

— Hazaleleponi Kalama — L.C Award 4452.

an estate of **Freehold** less than Allodial, in and to the Land hereafter described, and whereas proper applications having been made to the Minister of the Interior by Hon. W. C. Parker, administrator of the Estate of Charles Kanaina for a Royal Patent for the within described land, a certificate defining the boundaries of the same being filed, and the Government commutation thereon relinquished by an order of the Privy Council dated June 4. 1855.

**THEREFORE,** ~~Lunalilo~~ Kalakaua, by the Grace of God, King of the Hawaiian Islands, by this Royal Patent, makes known to all men, that he has, for himself and his successors in office, this day granted and given absolutely, in Fee Simple, unto

— Hazaleleponi Kalama —

all that certain piece of Land ~~situated~~ known as the Iliaina of Puuohala Wailuku in the Island of Maui. and described as follows:

Commencing at a stone marked → at the northwest corner of this land, on the South side of the gulch, and a little mauka of an old road to Waiehu from which stone the north corner of the Wailuku Mill Chimney bears S. 41° 00 E. true, and the spire of the R. C church bears S 62° 6 E true the boundary runs.

1. S. 4° 2' W. true 1044 ft. along Konohiki, to a stone marked thus → a little mauka of an old ditch - thence

2. N. 77° 18 E true 2146 ft along Konohiki to a red wood post. thence

3. N. 14° 40 W true 1155 " " crossing junction of old Waiehu road, and over ridge down into gulch to a rock at bottom of same marked thus → thence

4. S. 72° 0 W. true 1813 ft along Konohiki, up gulch to point of commencement

Area. 48 24/100 acres.

Award 4461 to Kanaina, is included in this survey said award contains 3 49/100 acres (covered by R. P. 6630 issued 5. Nov 1874.)

48.24 less 3 49/100 = 44 75/100 acres.

Survey of a Lele of Puuohala. Wailuku. Maui.

Commencing at a stone marked thus ⊠ at the north corner of this piece and E. corner of R. P. 6582, to Kawaapalaole, joining R. P. 6496 to Kikanes from which stone the spire of the R. C church bears, S 81° 43' E true and the north corner of the Wailuku Sugar Mill chimney bears S. 5° 19' E true and runs.

| | | | | | |
|---|---|---|---|---|---|
| 1. S. | 48° 30' | W. true | 268 ft along | Kawaapalaoles to a stone marked → |
| 2. S. | 57° 46 | " " | 66. " | Kama and Konohiki |
| 3. S. | 33° 13' | E " | 167. " | Konohiki |
| 4. N. | 49° 45' | " " | 286. " | " |
| 5. N. | 25° 48' | " " | 109.5. " | " |
| 6. N. | 50° 56' | W " | 114. " | Kikanes to initials points |

Areas 1 23/100 acres

[illegible] Acres,

[illegible] excepting and [illegible] the Hawaiian Government, all mineral or metallic mines of every [illegible]

[illegible] the above granted Land in Fee Simple, unto the said [illegible] Heirs and Assigns forever, [illegible] to time imposed by the Legislative Council, equally upon all Landed [illegible]

[illegible] I have hereunto set my hand, and caused the Great [illegible] to be affixed, this 29th [illegible] 1879

| | | | | | |
|---|---|---|---|---|---|
| 2. S. | 35° 46 | " | " | 60 | [illegible] |
| 3. S. | 35° 13 | E | " | 16[illegible] | [illegible] |
| 4. N. | 49° 45' | " | " | 286 | " |
| 5. N. | 25° 48' | " | " | 109.5. | " |
| 6. N. | 50° 56' | W | " | 114. | Likanes to initial point. |

Area 1 23 [illegible]

Containing 45.98 Acres, more or less; excepting and reserving to the Hawaiian Government, all mineral or metallic mines of every description.

**To Have and to Hold** the above granted Land in Fee Simple, unto the said Hazaleleponi Kalamas. Heirs and Assigns forever, subject to the taxes to be from time to time imposed by the Legislative Council, equally upon all Landed Property held in Fee Simple.

**In Witness Whereof,** I have hereunto set my hand, and caused the Great Seal of the Hawaiian Islands to be affixed, this 29th day of May 1879

Kalakaua R

By the King
the Minister of Interior
S. G. Wilder

# NATIVE REGISTER
# (HAWAIIAN)

2. He moo aina o Kuaiawa ka inoa. mai koi mau makua mai mai ia aina, a hooili laua maluna oii. Ma ka Hi. Pili i ka aina o Ahulolua. Ma ka A. i ka aina o Wawaenui, Ma ke Komohana ke Kakawai. Ma ka Hema i ka aina o Waikapu 14 Loi.
3. Ma Manuaula he moo aina noii, Kauaaa ka inoa. Na Hune i haawi mai me ka ae o ke Konohiki, eha aii mau makahiki i mahi ai i ua aina la. 13 Kona mau loi. Ma ka Hi. A. Ua pili i ka Muliwai. Komohana i ka pa aina, Komohana H. I ka aina o Kaamoku Ma ka Hikina he wahi kula hoi e pili ana i ua aina la.

Nau na Polu

---

4452 C. Kanaina (for Kalamao.) Honolulu Jan. 19, 1848.

I ka Paresidena o na Luna Hoona
Kumu Kuleana Aina
William L. Lee
Me ka Mahalo

No ke Kauoha ana mai a ke Lii wahine Hazalelepone Kalama. Nau e hana imua o oukou i kona mau kuleana pahale e waiho nei aole i haawi ia ku mamua.

Nolaila ke hai maopopo aku nei au i kona mau pahale, a me ke Kuleana pu e pono ai.

1 Pahale ia Naopala laua me Kauwila ma Kamanuwai i Honolulu nei.

No H. Kalama ia pa, he wahi waiho wale iho no ia, a na kona makuakane i hana mua i na hale, a hooponopono i ka holo pu ana mai me ke Lii Liholiho (oia ka makahiki 1822) mailaila ka noho ana a hiki i keia manawa

NR 4452-1

aole mea nana i Keakea.

2. Pa ia Kekai mauka o Pelekane i Honolulu nei.

No H. Kalama ia pa, he wahi waiho wale iho no mamua, a hiki i ka wa o Kaomi nana, a me kona poe i hooponopono i na mea maluna iho, a mai ia manawa a hiki i keia wa, aole mea nana i Keakea.

3 Pa ia Koi ma Kanaana i Honolulu nei.

No Timokeo Haalilio ia pa a lilo i ke Lii ka Moi, a haawi ke Lii ia H. Kalama, ua lilo ia ia a mau loa aku.

4. Pa ia Keawehano, Ua o aku o Aienui.

Nou, a me Kalama ia pa, he wahi waiho wale iho no, a i ka hoi ana mai o makou me ke Lii Liholiho mai Hawaii mai, oia ka Makahiki 1821, a na maua, a me ko maua poe i hooponopono i na mea maluna iho, a mailaila mai a hiki i keia manawa, aole mea nana i Keakea.

5. Pa ia Kekukahiko Ua o aku o Mokuhinia ma Lahaina Maui, mauka o ke Alanui Aupuni.

No H. Kalama ia pa, nana a me kona poe kanaka i hooponopono i na mea maluna iho i ka Makahiki 1839, a mailaila mai ka mau o ka noho ana, a hiki i keia wa, aole mea nana i Keakea.

6 Pa ia Kekai Ua o aku o Mokuhinia ma Lahaina Maui, makai o ke Alanui Aupuni.

No H. Kalama ia pa, nana a me kona poe kanaka i hooponopono i na mea maluna iho i ka Makahiki 1839, a mailaila ka mau o ka noho ana a hiki i keia manawa, aole mea nana i Keakea.

Oia kau e hoike pololei aku nei ia oukou

NR 4452-2

a i ka la a oukou e kii mai ai iau, ua makaukau au i ka lawe pu aku me na hoike pono no keia mau kuleana i haia maluna.

Owau no me ka Mahalo
Charles Kanaina

(Olelo poina)

E hana kokeia mai no wau mawaho ae o keia pule, oia kaii noi ia oukou, mai waiho loa aku oukou a mahope loa.

---

4452 C. Kanaina Honolulu Januari 19. 1848.

I ka Paresidena o na Luna Hoona
Kumu Kuleana Aina
William L. Lee

Me ka Mahalo

Ke hai aku nei au i keia kuleana pahale oi ma Honolulu nei, aia ma Kakaako. He wahi waiho wale iho no, Mamua o ka make ana o Davida Kamehameha, hoonoho aku la au i kuu wahi kanaka malaila, a nau a me ia i hoopo-pono i na mea maluna iho, a ua mau kona noho ana malaila a hiki i keia manawa, aole mea nana i keakea.

A ke olelo haahaa aku nei au imua o ko oukou alo, e lawe pono aku no au i na hoike kupono no keia kuleana. E hana kokeia mai nae au mawaho ae o keia pule. Oia kaii noi ia oukou. Mai hoopanee aku oukou

Owau no me ka Mahalo
Charles Kanaina

NR 4452-3

# NATIVE REGISTER (ENGLISH)

3. At Manuaula I have a mo'o named Kauaaa which was given me by Hune with the consent of the konohiki. I have cultivated that land for four years. It has 13 lo'i. On the northeast it adjoins the muliwai, on the west is the land fence, on the southwest is the land of Kaamoku, on the east is a kula which adjoins this land.

POLU

---

No. 4452 C. Kanaina (for Kalama) Honolulu, Jan. 19, 1848

To the President of the Land Commissioners, William L. Lee, Respectfully: By direction of Queen Hazaleleponi Kalama, I hereby present her claims for houselots which have not previously been given. Therefore I hereby describe her houselots and her right to them.
1. Houselot of Naopala and Kauwila at Kamanuwai in Honolulu. This lot is for H. Kalama. It was originally unused land and her makuakane built the house and made the improvements before sailing with King Liholiho (this was the year 1822). It has been occupied since then, and



no one has objected.
2. Lot of Kekai, mauka of Pelekane, in Honolulu.
This lot is for H. Kalama. It was formerly unused land until the time of Kaomi, when she and her people made the improvements on it, and since then until the present time no one has objected.
3. Lot of Noi at Kaanaana in Honolulu.
This lot was for Timothy Haalilio and it became the King's, who gave it to H. Kalama forever.
4. Lot of Keawehano, beyond Aienui.
This lot is mine and Kalama's. It was formerly unused and when we returned here with King Liholiho from Hawaii in the year 1821, we and our people made the improvements on it and from then until this time no one has objected.
5. Lot to Kekukahiko beyond Mokuhinia at Lahaina, Maui, mauka of the Government Road.
This lot is for H. Kalama. She and her people made the improvements on it in 1839 and it has been continuously occupied since then with no objections.
6. Lot of Kekai, beyond Mokuhinia at Lahaina, Maui, makai of the Government Road.
This lot is for H. Kalama. She and her people made the improvements on it in 1839 and it has been continuously occupied since then with no objections.
These are what I have described correctly to you,



and on the day you send for me I will be prepared to bring the proper witnesses for the aforesaid claims. I am, with thanks,

CHARLES KANAINA

P.S. Let it be done soon, after this week. I request that you do not defer it for a long time.

NR 4452

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# NATIVE TESTIMONY (HAWAIIAN)

~~Page 4415~~

4452 H. Kalama

From Page 187.

(Kope.) Ko H. Kalama mau aina Mahele.

| | | | |
|---|---|---|---|
| Kula | Ahupuaa | Puna | Hawaii. |
| Kapalaalaea | " | Kona | " |
| Kalahuipuaa | Ili no Waimea | Kohala | " |
| Anaehoomalu | " " " | " | " |
| Waipio | Ahupuaa | Hamakua | " |
| Kaohe | Ili no Wailuku | Puali Kona | " |
| Puhiawawa | " " " | " | " |
| Lemukee | " " " | " | " |
| Puuohala | " " " | " | " |
| Manienie | " " " | " | " |
| Waikahalulu | " " Honolulu | Kona | Oahu |
| Kailua | Ahupuaa | Koolaupoko | " |
| Kaneohe | " | " | " |
| Hakipuu | " | " | " |

Kope oiaio
A. G. Thurston
Kakauolelo

Keena Kalai
Aperila 26. 1854

Ua hooholoia hoi e ka Ahakukakukamalu ma la 29 o Augate. 1850. no Hayalelepuni Kalama ia mau aina a pau ma ke Ano Alodio no me ka Mahele ole mai o kauwahi hapa no ke Aupuni.

A. G. Thurston
Kakauolelo. K. Kalai.

---

5240 Kalama. Koin 214

Ko Kalama mau aina Mahele.

½ Haulukikepa Ili no Waikiki. Kona Oahu
½ Halawa Ahupuaa Kohala Hawaii

Kope oiaio
A. G. Thurston

Keena Kalai 2 NT 4452

# NATIVE TESTIMONY (HAWAIIAN)

✓ 4452. Hazaleleponi Kalama.

Kopu)

| | | | | |
|---|---|---|---|---|
| | Ko | Hazaleleponi | Kalama | Mahele. |
| Kuka | | Ahupuaa | Puna, | Hawaii. |
| Kapalaalaea | | " | Kona | " |
| Kalahuipuaa | | Ili no Waimea | Kohala | " |
| Anaehoomalu | | " " " | " | " |
| Waipio | | Ahupuaa | Hamakua | " |
| Kaohe | | Ili no Wailuku | | Maui. |
| Puhiawaawa | | " | | " |
| Lemuku | | " | | " |
| Puhala | | " | | " |
| Manienie | | " | | " |
| Waikahalulu | | " | Honolulu, Kona | Oahu. |
| Kailua | | Ahupuaa | Koolaupoko | " |
| Kaneohe | | " | " | " |
| Kahipuu | | " | " | " |

Ke ae aku nei au i kela Mahele ma mauka.

NT 4452 (2)

Hazaleleponi Kalama na aina i kakauia maluna, ua aeia ku e hiki ke lawe aku imua o ka Poe Noona Kuleana.

(Inoa) Kamehameha

Hale Alii
11 Feberuari 1848

Kopeia e S. P. Kalama
no H. Kalama
Kakauolelo.

See Page 358.

---

10474 (Kope) N. Namauu

Ko. N. Namauu mau aina iloko o ka Buke Makele.

| | | | |
|---|---|---|---|
| Moeuoa | Ahupuaa | Kona | Hawaii |
| Nwakee | " | " | " |
| Halelua | " | Kohala | " |
| Kuleikahono | " | Hilo | " |
| Halelua | " | Kau | " |
| Wepa | " | Hamakua | " |
| Kaupokolua | " | Hamakualoa | Maui |
| [illegible] | " | | |

# NATIVE TESTIMONY (ENGLISH)

No. 8559 B William Charles Kanaina (con't.)

Kamoku ili for Waikiki in Manoa, Kona, Oahu.
Kaluaokau ili for Waikiki in Manoa, Kona, Oahu.
Kapahulu ili for Waikiki in Manoa, Kona, Oahu.
Kaalaea ahupuaa, Koolaupoku, Oahu.
Kapaka ahupuaa, Koolauloa, Oahu.
Laiewai ahupuaa, Koolauloa, Oahu.
Laiemaloo ahupuaa, Koolauloa, Oahu.
Pahipahialua, Koolauloa, Oahu.
Kahili, koolauloa, Koolau, Kauai.
Kahihiwai, Koolauloa, Koolau, Kauai.
Pilauwai, Koolauloa, Koolau, Kauii.
Manuahi ili, Kona, Kauai.
Waipouli ahupuaa, Puna, Kauai.
These lands listed above shall be forome fee simple forever, it would not be right for the government to claim my land.
The following lands, I shall give to the government fee simple forever.
Kapulena ahupuaa, Hamakua, Hawaii.
Kukuihaele ahupuaa, Hamakua, Hawaii.
Auau ahupuaa, Kohala, Hawaii.
Keopuhuikahi ahupuaa, Kona. Hawaii.
Papaakoko ili of Honokohau, Kona, Hawaii.
Ninole ahupuaa, Kau, Hawaii.
Laepaoo ahupuaa, Puna, Hawaii.
Koae 1 ahupuaa, Puna, Hawaii.
Koae 2 ahupuaa, Puna, Hawaii.
Laeapuki ahupuaa, Puna, Hawaii.
Kaiuiiki ahupuaa, Hilo, Hawaii.
ZKahuku, ahupuaa, Hilo, Hawaii.
Waiakoa ahupuaa, Kula, Maui.
Kou ili of Waiehu Puali, Kom. Maui.
Kapoino ili of Waiehu Puali Kom. Maui.
Halelena ili of Waiehu puali Kom. maui.
Keokamu ili of Waiehu, Puali Kom. Maui.
Wainee ahupuaa, Lahaina, Maui.
Mahana ahupuaa, Lanai.
Kamalomalo ahupuaa, Puna, Kauai.
Kumukumu ahupuaa, Koolau, Kauai.



I've given the lands listed above to the government forever, all of them are for the government.
Please consider my request with compassion for me.

With appreciation, I am,
William Charles Lunalilo
Charles Kanaina (child guardian)

Depatement of Interior
6 April, 1852

This is a true copy of Lunalilo's division with the government.

A.G. Thruston
Secretary

---

No. 4452 Hazaleleponi Kalama

COPY HAZALELEPONI KALAMA"S DIVISION
Kula ahupuaa, Puna Hawaii.
Kapalaalaea ahupuaa, Kona, Hawaii.
Kalahuipuaa ili of Waimea, Kohala, Hawaii.
Anaehoomalu ili of Waimea, Kohala, Hawaii.

NT 4452-1
WNT

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No. 4452 Hazaleleponi Kalama (con't.)

Waipio ahupuaa, Hamakua, Hawaii.
Kaohe ilifor Wailuku, Maui.
Puhiawaawa ili for Wailuku, Maui.
Lemukee ili for Wailuku, Maui
Puohala Wailuku, Maui.
Manienie, Wailuku, Maui.
Waikahalulu, Honolulu, kona, Oahu.
Kailua ahupuaa, Koolaupoko, Oahu.
Kaneohe ahupuaa, Koolaupoko, Oahu.
Hakipuu ahupuaa, Koolaupoko, Oahu.
I have approved this land division, the lands * listed above are for Haza- *Pg. 188
leleponi Kalama, and they may be presented to the land officers.
(Sign) Kamehameha
Copied by S. P. Kalama
(for H. Kalama) Sec.

Royal Palace
11 Feb. 1848
SEE page 358

---

No. 10474 N. Namauu

COPY
N. Namauu's land in the Mahele Book.
Moeanoa ahupuaa, Kona, Hawaii.
Awakee ahupuaa, Kona, Hawaii.
Halelua ahupuaa, Kohala, Hawaii.
Kuleikahono ahupuaa, Hilo, Hawaii.
Halelua ahupuaa, Kau, Hawaii.
Weha ahupuaa, Hamakua, Hawaii.
Kaupokolua, ahupuaa Hamakualoa, Maui.
Ulumalu ahupuaa, Hamakualoa, Maui.
Pahoa ahupuaa, Lahaina, Maui.
Puumoa ahupuaa, Lahaina, Maui.
Hoaeae ahupuaa, Ewa, Oahu.
Puohai ahupuaa, Hilo, Hawaii.
True Copy.
Dept. of Interior
23 Dec. 1852

A.G. Thruston
Secretary

---

No. 8018 Alika Mela

COPY
Alika Mela's land in Mahele Registry.
Opaeula ahupuaa in Lahaina, Maui.
TRUE COPY
Dept. of Interior
25 Dec. 1852

A.G. Thruston
Secretary K.K.

---

No. 7681 Kekai

NT 4452-2
WNT

COPY
Kekai's 1/2 property in Mahele Registry.
1/2 Kaukahoku ili for Kapalama, Kona, Oahu.
TRUE COPY
Dept. of Interior
25 Dec. 1852

A.G. Thruston
Secretary K.K.

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✓ No. 4452 H. Kalama ( from page 187)

COPY
H. Kalama's land distributions.
Kula ahupuaa, Puna, Hawaii.
Kapalaalaea ahupuaa, Kona, Hawaii.
Kalahuipuaa ili for Waimea, Kohala, Hawaii.
Anaehoomalu ili for Waimea, Kohala, Hawaii.
Waipio ahupuaa, Hamakua, Hawaii.
Kaohe ili for Wailuku Puali, West Hawaii.
Puhiawawa, ili for Wailuku, Puali, West Hawaii.
Lemukee ili for Wailuku, Puali, West Hawaii.
Puuohala ili for Wailuku, Puali, West Hawaii.
Manienie, Ili for Wailuku, Puali, West Hawaii.
Waikahalulu, ili for Honolulu, Kona, Oahu.
Kailua ahupuaa, Koolaupoko, Oahu.
Kaneohe ahupuaa, Koolaupoko, Oahu.
Hakipuu ahupuaa, Koolaupoko, Oahu.
TRUE COPY

Interior Dept.
26 April 1854

A.G. Thruston
Clerk

A decision has been made by the Privy Council on this 29th day of Aug. 1850, that all of those lands are for Haialeleponi Kalama as fee simple without a half division for the government.

A.G. Thruston
Clerk

---

No. 5240 Kalama (from page 214)

Kalama's land distributions.
1/2 Maulukikepa ili for Waikiki, Kona, Oahu.
1/2 Halawa ahupuaa, Kohala, Hawaii.
TRUE COPY

Interior Dept.
28 April 1854

A.G. Thruston
Chief Clerk

The above half of Halawa has been already patented to Nakookoo's sister and heir of Kalama by Royal Patent no. 781, * 15 June 1852, conveying 1090 acres for one dollar. *Pg. 359

A. G. Thruston
Chief Clerk, Interior Dept.

---

No. 5364 Nakookoo

Nakookoo's 1/2 land distributions.
1/2 Maulukikepa ili for Waikiki, Kona, Oahu.
TRUE COPY

Interior Dept.
28 April 1854

A.G. Thruston

---

No. 7774 Kahanu

Kahanu's 1/2 land distributions.
1/2 Honomaele ahupuaa, Kona, Maui.
TRUE COPY

Interior Dept.
28 April 1854

A.G. Thruston
Chief Clerk

NT 4452-3

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# FOREIGN TESTIMONY

81

15th May 1854.

No. 4452. H. Kalama.

Kekai, sworn says he knows the House Lots of Queen Kalama, at Lahaina, Maui.

The first Lot is in the Ahupuaa of "Waiokama", and is bounded Mauka by the Konohiki's land,- Olowalu side by Kaheana's land,- Makai by the Public Road,- Kaanapali side by the Loko called "Mokuhinia." Elt rec^d this Lot from the King about the year 1836, and her retainers have occupied it ever since, without Dispute.

The second Lot is also in "Waiokama",- and is bounded Mauka by the Public Road,- Olowalu side by the Konohiki's land,- Makai by land of A. Paki,- Kaanapali side by the Loko called "Mokuhinia." Elt rec^d this Lot from the King at the same time as the first Lot, and has held it ever since.

Keavehaus, sworn, says he knows these two Lots, and confirms in full the testimony of Kekai.

---

No. 8559. C. Kanaina.

Polea, sworn, says he knows the House Lots of C. Kanaina, in Lahaina, Maui. There are four of them, called "Keawaiki",- "Homanamana",- "Ilikahi" & "Paeohi".

The Lot called "Keawaiki" is bounded Mauka by Mr. Baldwin's,- Olowalu side by a street,- Makai by the Sea Beach,- Kaanapali side by the Custom House.

The Lot called "Hoonanamana," is bounded Mauka by Pupuka's land,- Olowalu side by a street,- Makai by the Main Street,- Kaanapali side by L. Haalelea's land.

FT 4452

# FOREIGN TESTIMONY

456

Rom 278 P. 31 March 1853.

No. 4452. H. Kalama

Counter the Government.

C. Kanaina, sworn, says the ili of "Waikahalulu" was given to Kalama after the death of Kaomi, when Capt Belcher was here - and at the Division of lands in 1848 this ili was given to her again by the King, excepting only such parts of it as are occupied by the Govt or by private parties. This Lele of Waikahalulu is bounded on Waikiki side by "Kaakaukukui" & "Auwaiolimu". Makai by the Sand Point; Ewa side by the inner Harbor; Mauka by Beritania Street. This ili was formerly in the possession of Kaiama a Chief under Kamehameha I, from the time of the Battle of Nuuanu until it was given to Kaomi by His present Majesty. After Kaomi died it was given to Kalama. The stone or coral on this ili was tabooed by Kinau for the Govt, but I cannot tell the year. But it was not tabooed so that the Konohiki who held the land could not cut stone on it - no one else could do so however. I cut stone on it in the life time of Kaahumanu. No one was allowed to cut stone on it without Kinau's consent. Does not consider that this land belongs to the Govt as a part of the Harbor.

M. Kekuanaoa, sworn, says he knows the

FT 4452-1

lele of Waikahalulu. Knows that Kinau tabooed the stone on this ile. When Kuakini was Governor he held this ile. After that it was given to Kaomi by the present King and subsequently to Kalama. Kinau tabooed the stone by her own authority. The Govt was not organized at that time If any of the Chiefs wanted to cut stone they had only to ask her. but if any Kanaka cut stone there he had to divide with her. I think the Govt can taboo the stone but not the substratum under it, for that belongs to the land.

A. Paki, sworn, says when I was acting Governor of Oahu, in 1822 perhaps, my father Kinau had charge of Waikahalulu. After we were gone the land was given to Kaiama. In former times, the only taboos on these makai lands, as far as I know, were put on by the several Konohikis. By the Organic Acts the coral reefs were tabooed by the Legislature. But the taboo put on before that for the purpose of preventing the filling up of the Harbor was declared by myself, by order of the Governor of Oahu in 1844. But the soil and all the rights & privileges appertaining to the land belongs to the Konohikiness & the Govt.

FT 4452

John Young, sworn, says he thinks the mauka part of Waikahalulu belongs to Kalaima. By the first Laws it was declared that no private individual could take any property or land which the Chiefs had set apart for the Govt. This was confirmed by the New Statutes, which declare the coral Reefs on all the Islands to be Govt property. The rights of fishery however still remain with the Konohikis. I have understood that cutting the stone on this land was tabood to prevent the Harbor from being filled up, and since I was made Minister of the Interior none of the Chiefs have been permitted to cut stone there without the consent of the Privy Council. The Govt had some idea of selling a part of it at one time and had it surveyed by W. Metcalf. But by advice of Col Smith, in 1849 perhaps, they declined to sell it. Kanaina never mentioned this claim on behalf of the Queen till recently when the N. P. S. Navigation Company applied for a part of the land. The Govt has exercised the rights of ownership on it ever since I came to be Minister of the Interior and the tabo on the stone by A. Paki was done in his capacity of Govt Agent. The Govt has disposed of a part of the land to the N. P. S. N. Company.

FT 4452-3

L. Haalelea, sworn, says the stone on this land was tabooed by Kinau who also forbid the women from gathering limu there &c. After her death these restrictions appeared to be discontinued, and the people indiscriminately went there for limu. I heard of the taboo declared by Paki in 1844 to prevent the Harbor from being filled up.

G. P. Judd, sworn, - When I came to the Islands, the Harbor and the land in question were in the hands of the Governor of Oahu. In the time of Kuakini (Gov.t of Oahu) the stone began to be tabooed by the Govt & so it has been ever since. I never heard that the Queen claimed this makai lele of Waikahalulu till 1850, when her agent Kanaina started this claim. As I understand it, this lele belongs to the Government as a part of the Harbor, and I do not think the Queen or any one else has a right to it. In former times, all the people were allowed indiscriminately to go and take limu there, I do not know that the people of Waikahalulu alone were privileged to take limu. (This is admitted by Kanaina) At the

FT 4452-4

Division of lands in 1848, I understood that the mauka part only of this Ili was given to the Queen.

F. F. Kalama, sworn, says he acted as Clerk at the Division of lands, in the Palace in 1848. At the Division of the Queen's lands, the ili of Wai=kahalulu was given to her - that is to say, the Mauka part of it only, and it was distinctly stated by Mr. Young, Mr. Judd & others at the time that she did not take the makai lele now in dispute, which it was understood the Govt. had previously set apart for its own purposes.

---

April 1. 1853.

No. ~~[illegible]~~ 1926. Nanauki. from Page 1.2.4

(Copy)

Lobikana,

Aloha oe

Ke hai aku nei ua holo ka olelo no ke Kuleana o Nanauki mauka o Mañoa, i Kolowalu - 12 Loi ai, a me Kahi Kahua hale. Koe Kahi kula no ke Konohiki oia ka mea i holo.

(Sig.) Chas. Kanaina.

Honolulu
31 Mar 1853

---

FT 4452-5

Kūkulu ka 'ike i ka 'ōpua

OHA
Empowering Hawaiians, Strengthening Hawai'i



back

## Māhele 'Āina Index - Foreign Testimony - Reel 2 Volume 3 Image 00645

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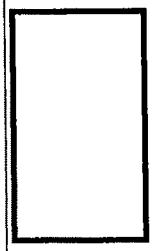

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# FOREIGN TESTIMONY

548 Aperila 19 1854

No 7713 M. Kekuanaoa (V. Kamamalu)
Counter the Govt.

From P538

Keoni Ana, Sworn Says - I have nothing to testify to in reference to the claim of M. Kekuanaoa in Kaakaukukui pertaining to the wall built to protect the Harbor from filling in, which wall runs from the Lime Kiln to Sea & Sumner's Land.

I am sure he gave it to Government in 1847 but I will not swear anything about it until I have laid the matter before the Privy Council, as to "Kalui", he said he had nothing to say. To page 555

28 April 1854

No 4452. H. Kalama.

Kihei, sworn, says he knows the part of the Pa Moo claimed by the Queen. It is on the South East side of the King's part. It is bounded on the Waikiki side by I. Pukoi's Lot, - Makai by the Canton Hotel premises, - On the Ewa side by the King's part of the Pa Moo, - Mauka by S. C. Damon's Lot. The Queen got this Lot from His Majesty on the year 1845, since which time I and the other tenants have lived under her. Wahea, sworn, says he knows this Lot and formerly lived on it under the Queen. Confirms on full the testimony given by last witness.

Knows also the Lot belonging to the Queen in the possession of Keawehano,

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in Honolulu. It is bounded on the Waikiki side by the Lot called Aie Nui,- Makai by Marin Street,- On Ewa side by Sohn Meki's land,- Mauka by King Street. This Lot formerly belonged to Kalaimoku, and from him it came to C. Kanaina who gave it to the Queen about the year 1838, and she has held it ever since.

C. Kanaina, sworn, says the Queen got this Lot from him about the year 1838. It is an old possession of the family. and the Queen's title is undisputed.

Kekai, sworn, says he knows the Lot claimed by Kalama, in Honolulu, called "Halekala." It is bounded Mauka by land belonging to the King, On Waikiki side by the British Consulate ground,- Makai by the King's Lot called "Beretane",- On Ewa side by the Land called "Kaakopua." The Queen got this Lot from the King about the time of their marriage. It is present occupied by myself and others under the Queen.

Pelion, sworn, says he knows the House Lot claimed by H. Kalaima in Kaliki. It is enclosed by a wall. It is bounded on Honolulu side by a fish pond belonging

FT 4452-2

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to Leholiho,- Makai by the Sea Beach,- On Eva Side by John Ii,- Manka by the Konohiki of Mokauea.

---

No. 11,230. Kapahukula.
Claimant being sworn, deposes that his claim for his House Lot in "Napoopoo," Kona, Hawaii, in the year 1848, and forwarded to the Land Commission at Honolulu.

K. Kapaakea, sworn, says he knows the House Lot of Claimant. It is called "Honolulu", and is bounded Manka by the public road,- On Kau side by the lot of Kamahine,- Makai by the Sea Beach,- Kailua side by the lot of Kupo.

Claimant inherited this lot from his ancestors who held it from ancient times, and there is no dispute as to claimant's title.

---

FT 4452-3

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# Royal Patent Grant Number 3343 to Claus Spreckels

EXHIBIT NO.
**2189 WCEIC - 214**

✓ No 3343 447

# ROYAL PATENT.

## (GRANT.)

**Kalakaua, By the Grace of God, King of the Hawaiian Islands,**

*By this His Royal Patent, makes known to all men, that he hath for himself, his heirs and successors, this day granted and given unto* Edna Sproat *under and by virtue of the provisions of an Act of the Legislative Assembly of the Hawaiian Islands approved on the 21st day of July 1862 entitled "An Act to authorize the Commissioners of Crown Lands to convey certain portions of such lands to Edna Sproat in satisfaction of all* ~~for the consideration of~~ *claims he may have on such lands*

~~paid into the Royal Exchequer~~, *all that piece of Land situate* ~~at~~ *on* Waikuku

*and known as the Ahupuaa of* Waikuku, *with the* Hia Kuum *or thereunto belonging* in the Island of Maui *and described as follows:*

Beginning at a red wood post and pile of stones on the sea shore adjoining the land of Hamakuapoko at the place called Kapukaulua from which post the Government survey station on Puunene bears S 8° 15' W true and running S 9° 39' E true 1062 feet along Hamakuapoko to Kemekapoo S 41° 7' E true 3013 feet along Hamakuapoko to pile of stones, at Aukakehauwai S 32° 3' E true 934 feet to a large rock called Olopua, which forms the corner of Waikuku, Kalimaila and Hamakuapoko. Thence S 26° 40' E true (S 35¼ E magn) 1304 feet along Kalimaile to Puupili. Thence S 21° 17' E true (S 30 E magn) 1680 feet along the ravine to marked rock called Kaiolakalani, about 170 feet South of the road to Kahului, thence S 17¼ E true (S 25¾ E magn) 1892 feet to a pile of stones at Kauhiawa on West side of ravine, thence S 18° E true (S 26¼ E magn) 1390 feet to a marked rock by the path to Pulmalii S 35° 7' E true (S 43¾ E magn) 1508 feet to a wiliwili tree on East bank of the gulch which is the corner of Kalimaile and the district of Kula. Thence S 26° 27' W true 5346 feet along Kula. S 29° 2' W true 6059 feet along Kula S 28° 36' W true 982 feet along Kula to a concrete post marked with a cross at the North West corner of Kalialinui and Waikuku. From which the Government survey station on Puu o Kohai bears S 38° 23' E true. Thence S 28° 36' W true 1376 feet along Kalialinui to top of a large rock called Punalua. Thence S 26° 40' W true 1050.5 feet along Kalialinui to a granite post at the corner of Kalialinui Waikuku and Pulehunui. From which the Government survey station on Puu Kolekole bears S 22° 6' W true. Thence N 64° 5' W true 36030 feet along Pulehunui and Waikapu to Pohakea a marked rock a short distance N of road to Waikapu. Thence N 73° 44' W true N 85 W magn 3[illegible] feet along Waikapu up ridge N 52° 30' W true 15[illegible] 1[illegible] feet along Waikapu to stone post on the west [illegible] Waikapu, Hakaaohaehae. Thence along [illegible]

this from Olowalu Valley. Thence around by the ridge forming the head of Waihuku Valley to the head of the land of Waihee. Thence along the dividing ridge between the Waihuku and the Waihee Valleys to the head of Waiehu. Thence S70°39' E true 3366 feet along Waiehu down ridge N.80°36' E true 2161.5 feet along same to junction of ridges called Kahuolewa. N.63°36 E true 6385.5 feet along same N.85°6' E true 3445.3 feet along same to end of ridge. Thence N 89°51' E true 1039.5 feet along same to black rock marked thus ⟶ at edge of gulch. Thence N 71°21' E true 427.7 feet along Waiehu along edge of gulch N.16°51' E true 569.6 feet along same to point near a large black stone marked ⟶ N 66°36 E true 803.9 feet along same N 46°6' E true 937.2 feet along Waiehu N 46°21' E true 1029.6 feet along Waiehu. N 49°36' E true 1025 feet) along Waiehu to stone marked thus ⟶ N 20°30' W true 128 feet along Waiehu N 22°15' E true 244 feet along Waiehu N 11°44' W true 310 feet along Waiehu N 51°50 E true 264 feet along Waiehu S 44°30' E true 753 feet along Waiehu along stone wall N 73°00 E true 674 feet along Waiehu along stone wall to tall stone marked ⟶ From which the above mentioned marked stone ⟶ bears S 70°21' W true 1458.6 feet. Thence S 66°6' E true 1607.8 feet crossing the Government road to stone marked ⟶ at sand hills. Thence N 77°52' E true 1589.3 feet along Waiehu across sandy hollows to stone marked ⟶ Thence N 65°45' E true 1083 feet along Waiehu to a stone marked ⟶ at sea shore. Thence along sea shore to initial point Subject to all existing leases and tenancies and to the rights of Native tenants

Containing 24.000 Acres,
more or less; excepting and reserving to the Hawaiian Government all mineral or metallic mines of every description.

To Have and to Hold the above granted Land in Fee Simple, unto the said Claus Spreckels his Heirs and Assigns forever.

Witness Ourself at Honolulu, this 10th day of September 1882, in the Ninth year of Our Reign.

[redacted]
Minister of the Interior.

Translation:

here are many dry taro lots in the li of Puhi awaawa.

Ukupanalwa $6.00

W. L. Lee
G. M. Robertson
Solukanaha
J. K. Smith

Honolulu February 8. 1854.

Helu 406 Kapela (5555) Waikiki Kauai.

He mau (dry taro) loi maloko o ka ili o Puhiawaawa.

Apana 1. Ehommaka ma ke kihi Komohana a e holo.

| | | | | |
|---|---|---|---|---|
| K. | 69° | Hi. 2.22 | Hh. ma ke kihi Komohiki | |
| He | 66° | Hi. 2.66 | " " " | |
| Hk. | 66½ | Hi. 3.88 | " " " | |
| Hk | 80° | Hi. 2.77 | " " " | |
| He | 29° | Hi. 2.90 | " " | y Alanui |
| He | 82°¾ | Ho 5.09 | " " | " |
| He | 63° | Ho 4.05 | " " | " |
| Hk. | 19° | Ho. 1.37 | " " | Kuihelani |
| He | 71¼ | Ho 1.43 | " " | " |
| Hk. | 35°¼ | Ho. 2.98 | " " | " y Kuihiki. |

a hiki ma ke kihi mua. = 3 1/10 Eka.

Apana 2. Ehommaka ma ke kihi Komohana Akau e pili ana me ke Alanui Aupuni, a e holo.

| | | | | |
|---|---|---|---|---|
| Hk | 72°½ | Hi. 4.18 | Hh. ma ke kihi Komohiki | |
| He | 70°¼ | Hi 3.10 | " " | " |
| Hk. | 89° | Hi. 1.58 | " " | " |
| He. | 9° | Hi. 80 | " | ke Alanui |
| He | 65½ | Ho 1.35 | " | ke kihi Komohiki |
| Hk. | 80½ | Ho. 4.27 | " | " |
| He | 76°¾ | Ho 3.14 | " | " Anahoe |
| Hk. | 4½ | Ho. 1.14 | " | ke Alanui. a kihi ma ke kihi mua. = 1 7/100 Eka |

Apana 3. 1 Loi Kalo. ma ka ili o Waikani. Ehommaka ma ke kihi Akau a e holo.

| | | | | |
|---|---|---|---|---|
| Hk | 46°¾ | Ho 1.36 | Hh ma ke | Kamaile |
| Hk. | 32° | Hi. 1.00 | " " | Kamo |
| He | 64° | Hi. 1.11 | " " | Hilama |
| He | 25° | Ho. 1.39 | " " | Komohiki a kihi ma ke kihi mua. = 45/100 Eka. |

Apana 4. 2 Loi Kalo. ma Waikani. Ehommaka ma ke kihi Akau a e holo

| | | | | |
|---|---|---|---|---|
| He | 34°¼ | Ho. .83 | Hh ma ke | Komohiki |
| He. | 50° | Ho. .82 | " " | " |
| He | 42° | Ho 1.00 | " " | " |
| He | 46° | Ho .68 | " " | " |
| Hk. | 34°¼ | Hi. 42 | " " | " |
| Hk | 48° | Ho 38 | " " | " |

Hakaula
5 - 0.60
6 0.08
7 - 63
11 1.74
12 - 26
3.31 - 0.05
Hakaula 0.05
Uanieu 0.68
Kumuwili — 03

Puhi awaawa
90
132) 3.10
1 17
4 57

Waikani
3 - .15
4 - .11
.26

EXHIBIT NO.
2189 WCEIC - 215

Vol 3
p 86 96
LCA 406:1

HELU..... 5376

# PALAPALA SILA NUI.

## A KE ALII, MAMULI O KA OLELO A KA POE HOONA KULEANA.

**NO KA HEA.** Ua hoobolo na Luna Hoona i na kumu kuleana aina i ka olelo, he kuleana oiaio ko Napela Kuleana Helu..... 406
ma ke **Ano Alodio** iloko o kahi i oleloia malulo.

Nolaila, ma keia Palapala Sila Nui, ke hoike aku nei o Kamehameha IV. ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la nona iho, a no kona mau hope alii, ua haawii aku oia na ke **Ano Alodio** ia Napela i kela wahi a pau loa ma Puhiawaawa — Waihuku
ma ka mokupuni o Maui penei na mokuna,

Ke mau loi Maloo —

Ap. 1 — Ekoomaka ma ke Aihi Kom. e holo —

| | | | | | | |
|---|---|---|---|---|---|---|
| Akau | 69 | Hik | 2.22 | Kaul | ma | Konohiki |
| Hema | 66 | " | 2.66 | " | " | " |
| Akau | 66½ | " | 3.88 | " | " | " |
| " | 80 | " | 2.77 | " | " | " |
| Hema | 29 | " | 2.90 | " | " | " L alanui |
| Hema | 82¾ | Kom | 5.09 | " | " | " |
| " | 63 | " | 4.05 | " | " | " |
| Akau | 9 | " | 1.37 | " | " | Kaihelani |
| Hema | 70¾ | " | 1.43 | " | " | " |
| Akau | 35¾ | " | 2.78 | " | " | " L Konohiki |

Ke 3 Eka

Ap. 2 — Ekoomaka ma ke Aihi Kom. Mo. e hiki ma ke alanui

| | | | | | | |
|---|---|---|---|---|---|---|
| Akau | 70½ | Hik | 4.15 | Kaul | ma | Konohiki |
| Hema | 70¾ | " | 3.10 | " | " | " |
| Akau | 89 | " | 1.58 | " | " | " |
| Hema | 9 | " | 80 | " | " | Alanui |
| " | 65½ | Kom | 1.35 | " | " | Konohiki |
| Akau | 80½ | " | 4.27 | " | " | " |
| Hema | 70½ | " | 3.24 | " | " | Mapoe L Konohiki |
| Akau | [illegible] | " | 1.14 | " | " | Alanui |

Ke 1.17 Eka

Kahawai = stream
Poalima = alii taro patch

Start at the East corner of this, N 90 W 6.78 chains along the

1 stream

Poalima

2 stream stream

3 Apana V Ili Kiansei. E hoomaka ma ke kihi Komohana Kela. [illegible] Hem. 43½. Hik 12.01 kh. ma ke [illegible] Kula. [illegible] Kom. 12.65 kh. ma Kula. a hiki ma kahi i hoomaka'i, a maloko ia anapuni. [illegible] Eka.

4 Apana VI Ili Kumuwiliwili. E hoomaka ma ke kihi Hema Kela. Ak. 50½. Kom. 3.34 kh. ma Kula. Ak. 16½. Hik 4.40 kh. ma Kula. Ak. 69½. Hik 3.07 kh. ma Kahawai. Hem. 1. Hik 1.82 kh. ma ke Kapahu. Ak. 77½. Kom. 1.56 kh. ma Poalima. Hem. 14½. Kom. 65 kh. ma ka Poalima. Hem. 73½. Hik 1.67 kh. ma Poalima. Hem. 5. Kom. 1.23 kh. ma ka Kapahaku. Ak. 80. Kom. 2.61 kh. ma ka Poalima. Hem. 35. Kom. 56 kh. ma ka Poalima. Hem. 85. Hik 2.81 kh. ma ka Poalima. Hem. 67½. Kom. 2.[illegible] kh. ma Kula. a hiki ma kahi i hoomaka'i, a maloko ia anapuni. 1.80/100 Eka.

5 Apana VII. Ili Uhiki. E hoomaka ma ke kihi Hema Kela. Ak. 54½. Hik 2.80 kh. ma Kahue. Ak. 38. Kom. 1.81 kh. ma Kahue. Hem. 20. Kom. 2.24 kh. ma Kahue. a hiki ma kahi hoomaka'i, a maloko ia anapuni. 24/100 Eka.

6 Apana VIII Ili Kapaka. E hoomaka ma ke kihi Komohana Kela. Ak. 60½. Hik [illegible] kh. Hem. 62½. Hik 11.80 kh. ma Kahawai. Hem. [illegible] Kom. 1.14 kh. ma Kula. Ak. 60. Kom. 13.35 kh. ma [illegible] a hiki ma kahi hoomaka'i, a maloko ia anapuni. 3.[illegible]/100 Eka.

[illegible] 13. 1882.

[illegible]

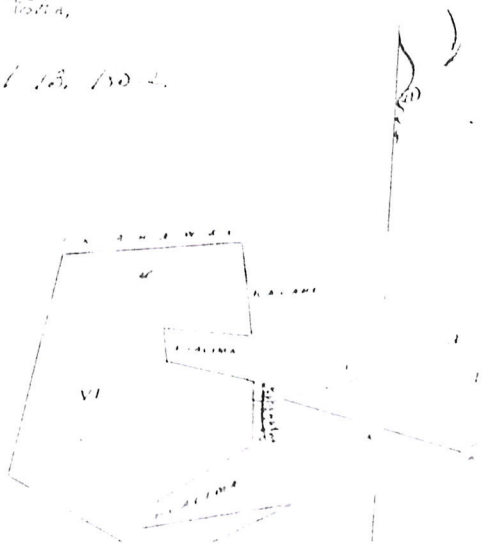


EXHIBIT NO.
2189 WCEIC - 216

Vol 8
Pg 451
LCA3275E

730

Helu 3294B Moomooiki Wailuku Maui

Mahele 1. Taro + hslot in the ili of Pohakukupukupu

Apana 1. Kalo & pakale ma ka ili o Pohakukupukupu

Ehoomaka ma ke kihi Akau a e holo

| | | | | | |
|---|---|---|---|---|---|
| He | 78° | Kom | 1.11 | Kh. ma ko | Kaupe |
| He | 18° | Hi | 1.98 | " " | Konohiki |
| Ak | 70°¾ | Hi | 1.20 | " " | " |
| Ak | 71°½ | Hi | 1.99 | " " | " |
| Ak | 76°¾ | Hi | 2.85 | " " | " |
| Ak | 19° | Ko | .71 | " " | " |
| He | 71°½ | Ko | 4.85 | " " | " |
| Ak | 21°½ | Ko | 1.38 | " " | " a hiki ma ke kihi |

mua = 47/100 Eka.

Mahele 2 Taro in the same ili

Apana 1 Kalo ma ia ili hookahi no. Ehoomaka ma ke kihi Akau, a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 70°¼ | Ko | 3.84 | Kh. ma ko | Poolilii |
| He | 84° | Ko | 1.73 | " " | Konohiki |
| He | 66°½ | Ko | 2.83 | " " | " |
| He | 28°¼ | Hi | .91 | " " | " |
| Ak | 66° | Hi | 2.94 | " " | " |
| He | 25°½ | Hi | .55 | " " | " |
| Ak | 71°½ | Hi | 4.80 | " " | " |
| Ak | 1°¼ | Hi | 1.14 | " " | " a hiki ma ke kihi |

mua = 84/100 Eka.

Taro in the ili of Kapalaalaea

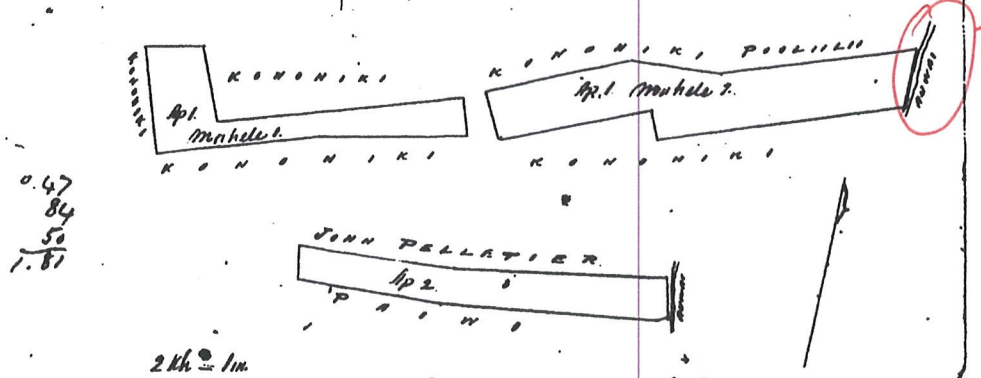
Apana 2 Kalo ma ka ili o Kapalaalaea. Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 80°¼ | Ko | 4.07 | Kh. ma ko | J. Pelletier |
| He | 84°¼ | Ko | 3.07 | " " | " |
| He | 5° | Hi | .62 | " " | " |
| Ak | 86°¼ | Hi | 2.79 | " " | Paiwi |
| Ak | 82°¼ | Hi | 4.30 | " " | " |
| Ak | 56° | Hi | .20 | " " | Konohiki |
| Ak | 14°¾ | | .73 | " " | " a hiki ma ke kihi |

mua = ½ Eka.

C. Bailey
Meaanaaina

Wailuku Nov. 17. 1853.




0.47
84
50
1.81

2 Kh = 1 in.

3294B

EXHIBIT NO.
2189 WCEIC - 217

Number 4452 H. Kalama
Parcel 9.

He has claimed his parcel of land named Puuohala, in Wailuku, on the Western Isthmus of the Island of Maui, whereas he received this land from King Kamehameha III during the Land Division in A.D. 1848 and has lived unopposed there until this time.

That is what we hereby award to K. Kalama, and he has a less-than-allodial interest. If he should pay the Government's portion (unclear fraction), then he would qualify for an Allodial Royal Patent. The rights of the Native tenants, however, shall remain therein.

He must, however, pay for the investigation and deliberation of the ruling, as follows:

For the space and publication of the ruling in the newspaper
For documenting the claim
For the map
For the day's labor
For documenting the statements of witnesses
For the day's survey
For the filing
For the deliberation of the ruling on the 20 of May, 1854

$5.00

[Signed]
W. L. Lee
G. M. Robertson
I. Kekaulahao
J. H. Smith

We have carried out this claim in accordance wtih the terms of the laws passed on the 19th of June, 1852 pertaining to the Konohiki.

*Translated from the original by M. Puakea Nogelmeier, Oct. 3, 2014.*

EXHIBIT NO.
**2189 WCEIC - 218**

## Water Related Terms for Various Land Commission Awards in Wailuku

| LCA | RP | Awardee | Water Terms cited in Metes and Bounds Description |
|---|---|---|---|
| 406 Ap1 | 5376 | Napela | This award contains many lo'i maloo (dry taro) patches |
| 453 Ap 1,2 | 997 | Kuihelani | Ap 1 is bounded by a Poalima and Ap 2 is the site of lo'i(taro patches) |
| 2434 | 6397 | Kahooke | A Poalima (ali'i taro patch) cited as a boundary |
| 2436 Ap 1,2,3 | 2009 | Kahaiki | All 3 Apana are identified as kalo (taro) lots and Apana 2 cites an auwai (ditch) |
| 2495 Ap 1,2,3,4 | 7790 | Kaiaholokuaau | A Poalima sits within Apana 4 |
| 2502 Ap 1,3 | 5973 | Ihumai | Apana 1 & 3 are kalo (taro) lots and an auwai runs through Ap 3 |
| 2503 Ap 2 | 3652 | Ohule | Apana 2 is a kalo (taro) and house lot bounded by a Poalima |
| 2533 Ap 1 | 6529 & 6437 | Malaihi | Apana 1 is an aina kalo (taro land) bounded by a Poalima |
| 3225 | 6298 | Opunui | A Kahawai (stream) and 2 Poalima lie within this parcel that is bounded by an auwa |
| 3237 Ap 3 | 6888 | Hewahewa | A Poalima is surrounded by this parcel bounded by an auwai (ditch) |
| 3275E | 5154 | Kaleo | Parcels 1 & 4 contain a kahawai (stream) and Poalima |
| 3292 | | Mua | Identified as a kalo (taro) lot containing auwai (ditch) and Poalima |
| 3294B Ap1M1 & M2, Ap2 | 6102 | Moomooiki | Ap1 M1, Ap 1M2, Ap2 all identified as kalo (taro) lots with an auwai adjoining |
| 3330 | 4424 & 4622 | Lonohiwa | A kalo (taro) lot with an auwai adjoining |
| 3335 | 7774 | Naonohi | Identified as a kalo (taro) lot containing auwai (ditch) |
| 3387 | 6065 | Pooliilii | Award identified as having 9 lo'i (taro patches) |
| 3388 | 6101 | Paiwi | A kalo (taro) lot with an auwai adjoining |
| 4461 Ap 1,2 | 6630 | Kawaa | Both parcels identified as kalo (taro) lots |

EXHIBIT NO.
2189 WCEIC - 219

Translation:

There are many dry taro lots in the ili of Puhiawaiau.

Ukupanalo $6 ⁰⁰

W. L. Lee
G. M. Robertson
J. Kahaulahao
J. M. Pauta

Honolulu Februari 8. 1854.

Helu 406 Kapela (1111) Waikiki Mauu

Ke mau (dry taro) mau kihi o Puhiawaiau

Apana 1. Ehumaka ma ke kihi Kumuhana a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Hikina | 69° | Hi. | 2.22 | Kk. ma ka ke Kuokoki | |
| Ke | 66° | Hi. | 2.66 | " " " | |
| Kk. | 66½ | Hi. | 3.88 | " " " | |
| Kk. | 80° | Hi. | 2.77 | " " " | |
| Ke | 29° | Hi. | 2.90 | " " | " Alanui |
| Ke | 82¾ | Ko | 5.09 | " " | " |
| Ke | 63° | Ko | 4.05 | " " | " |
| Kk. | 19° | Ko | 1.37 | " " | Kuikelani |
| Ke | 71¼ | Ko | 1.43 | " " | " |
| Kk. | 35¾ | Ko | 2.98 | " " | " " Kuokoki |

a kihi ma ke kihi mua. = 3 10/100 Eka.

Apana 2. Ehumaka ma ke kihi Kumuhana Akau e pili ana me ke Alanui Auhuuli, a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Kk. | 72½ | Hi. | 4.16 | Kk. ma ka ke Kuokoki | |
| Ke | 70¼ | Hi. | 3.10 | " " " | |
| Kk. | 89° | Hi. | 1.58 | " " " | |
| Ke | 9° | Hi. | 80 | " | ke Alanui |
| Ke | 65½ | Ko | 1.35 | " | ka ke Kuokoki |
| Kk. | 80½ | Ko | 4.27 | " | " |
| Ke | 76¾ | Ko | 3.14 | " | " Makee |
| Kk. | 4½ | Ko | 1.14 | " | ke Alanui a kihi mua |

ke kihi mua. = 1 7/100 Eka.

Apana 3. 1 Loi Kalo ma ka ili o Waikiki. Ehumaka ma ke kihi Auau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Kk. | 46¾ | Ko | 1.30 | Kk. ma ka | Kamaile |
| Kk. | 32° | Hi. | 1.00 | " " | Kaau |
| Ke | 64° | Hi. | 1.11 | " " | Hilama |
| Ke | 25° | Ko | 1.39 | " | Kuokoki a kihi mua |

ke kihi mua. = 4/100 Eka.

Apana 4. 2 Loi Kalo ma Waikiki. Ehumaka ma ke kihi Akau a e holo

| | | | | | |
|---|---|---|---|---|---|
| Ke | 34½ | Ko | .83 | Kk. ma ka | Kuokoki |
| Ke | 50° | Hi. | .82 | " " | " |
| Ke | 42° | Ko | 1.00 | " " | " |
| Ke | 46° | Ko | .68 | " " | " |
| Kk. | 34½ | Hi. | .42 | " " | " |
| Kk. | 48° | Ko | .38 | " " | " |

Vol 3
p 696
LCA 406

697

Ak. 37°½ Hi 1.32 Kh. ma ke Konohiki
Ak. 54°¼ Ko .81 " " Keahi a hiki ma ke kihi mua. 11/100 Eka.

Apana 5. 1 Loi ma Halaula 1. Choomaka ma ke kihi Akau a e holo.

He 59° Ko .45 Kh. ma ke Kalapa
He 28° Hi 1.23 " "
Ak. 64°¼ Hi .47 " " Kahilikaula
Ak. 29°¼ Ko 1.29 " " " a hiki ma ke kihi mua. 6/10 Eka

Apana 6. 1 Loi ma Halaula 1. Choomaka ma ke kihi Akau a e holo

He 52°½ Ko .57 Kh. ma ka Pali
He 30° Hi 1.27 " ke Pilipowahine & Lani
Ak 73°½ Hi .54 " " Kahilikaula
Ak. 28°¼ Ko 1.48 " " Kalapa a hiki ma ke kihi mua. 8/100 Eka.

Apana 7. Kalo & Kula ma Halaula. Choomaka ma ke kihi Akau, kokoke i ke Kahawai, a e holo

He 44° Ko 1.09 Kh. ma ko ke Konohiki
He 31°¼ Hi .82 " " Kaauwai
He 41°½ Hi 4.10 " " "
He 24°½ Hi 1.03 " " Pepee
Ak 53°¾ Hi .44 " " Kaukaliu
Ak 26° Ko 1.07 " " Uwe
Ak 62°¼ Hi .54 " " "
He 27° Hi 1.00 " " "
Ak 53°¾ Hi .60 " " "
Ak 30¾ Ko 1.01 " " Kaauwai
Ak 51 Ko 3.35 " " Kapuaa
Ak. 34°¾ Ko 1.85 " " " a hiki ma ke kihi mua.— 63/100 Eka.

Halaula
5 ap 4.03 Ea

Halaula 1
.50
08 + .80
.68
1.74
.05
Kapuaa
.68
Kaauwai
-03

Apana 8. 1 Loi ma ka ili o Kaluaoiki. Choomaka ma ke kihi Hikina a e holo.

Hi. 27°½ Ko 1.00 Kh. ma ko ke Konohiki
Ak. 76°½ Ko .39 " " Halualani
Ak. 8°½ Hi .94 " " "
He 81° Hi .71 " " " & Konohiki a hiki ma ke kihi mua.— 5/100 Eka.

Apana 9. Kalo & mau Loi malo na Umieu ili Choomaka ma ke kihi ~~ma ke kihi~~ Akau a e holo.

He 34°¼ Ko .79 Kh. ma ko ke Konohiki
He 44°¼ Hi 2.47 " " Kauhili
He 52°½ Hi 2.73 " " "
He 45° Hi 1.94 " " "
Ak. 44° Hi .88 " ke Kahawai kuhiko.

LCA
406:1
2/4

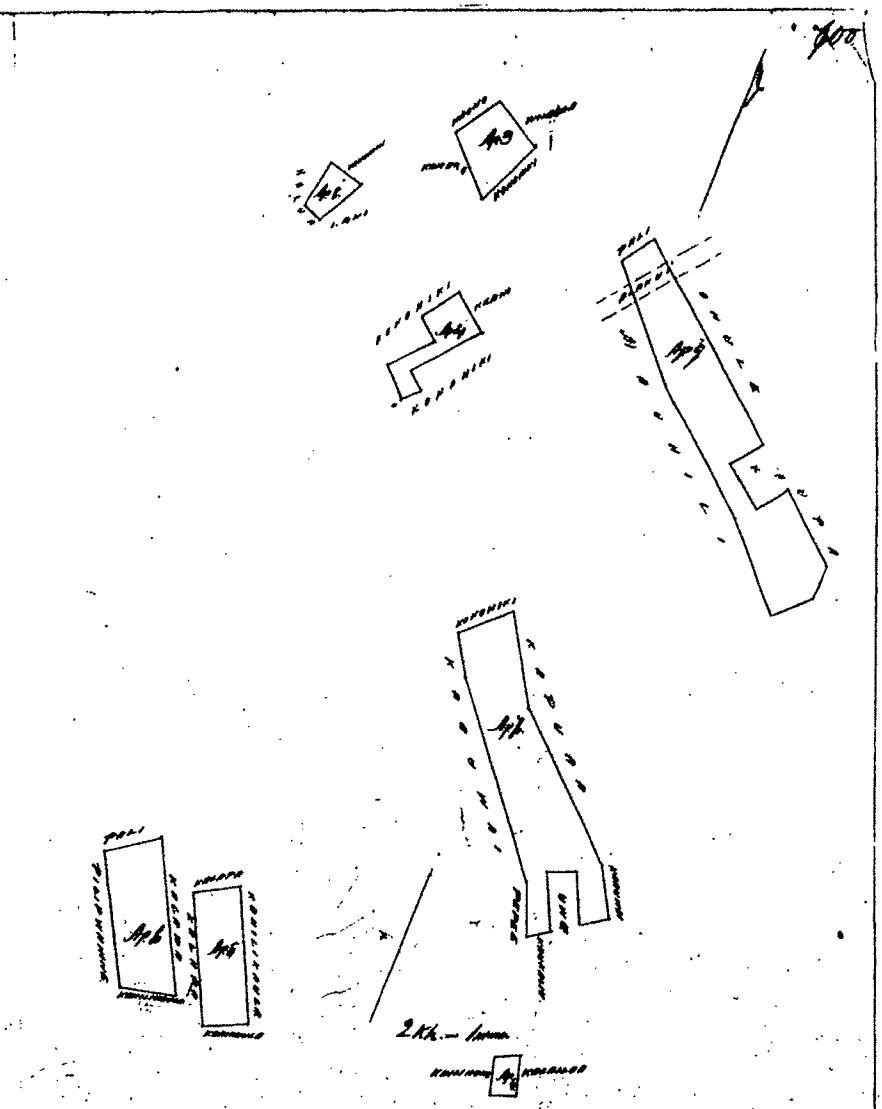
699

Ak. 57° Hi 90 Kh. ma ko A. Kaumu. a ho ku
ma kahi i hoomaka. 26/100 Eka

Wailuku Ianuari 12. 1854

E. Bailey
(Ilikanaana)

LCA
4061
3/4




Ukispaulova $10.00

W. L. Lee

G. M. Robertson

J. Kekaulahao

S. H. Smith

Honolulu February 11. 1854.

Helu 497 Kanepaloa Waialua Molokai

Maloko o ka Ahupuaa o Waialua Molokai.

Chomaka ana ma ke kihi Hema Komohana alaila aku.

A 86° Ki 1 64/100 Kaul e pili ana e ka Koele.

He 25° Ki 72/100 " "

A 86° Ki 2 " " " Uba

A 40° Ko 5 52/100 " " " Komoheki

A 89° Ko 1 " " " Kaelii

alaila hiki ahahi e homaka ai ma ka pali. Oili ana 1 [illegible]

Molokai Oct. 1853 W. H. Pease

LCA 40671 4/4

[illegible] 453 [illegible]

Apana 1 [illegible]

| | | | | | |
|---|---|---|---|---|---|
| [illegible] | 15° 3/4 | Ho | 12.87 | [illegible] | [illegible] |
| [illegible] | 84° 1/2 | Ho | 6.37 | " | |
| [illegible] | 85° 1/2 | Ho | 2.71 | " | " |
| [illegible] | 36° 3/4 | Ho | 5.55 | " | " Kiuchi |
| [illegible] | 15° | Ho | [illegible] | " | " |
| [illegible] | [illegible] | Ho | 1.84 | " | |
| S 46½° W 2.87 chains along the Poalima | [illegible] | Ho | 2.87 | " | " Poalima → ali'i taro patch. |
| [illegible] | 33° 1/2 | Ho | 1.89 | " | " [illegible] |
| [illegible] | [illegible] | Ho | 1.19 | " | [illegible] |
| [illegible] | [illegible] | Ho | 1.35 | " | " [illegible] |
| [illegible] | 54° 1/2 | Ho | 1.64 | " | " |
| 60½° E 68 chains along the Poalima | [illegible] | Ho | 68 | " | " Poalima → ali'i taro patch |
| [illegible] | 39° 3/4 | Ho | .47 | " | " |
| [illegible] | 56° 3/4 | Ho | .49 | " | " |
| [illegible] | 23° 1/2 | Ho | 2.55 | " | " |
| [illegible] | 39° 1/2 | Ho | 9.99 | " | " Alanui |
| [illegible] | [illegible] | Ho | 2.59 | " | " ili o Puako |
| [illegible] | [illegible] | Ho | 3.30 | " | " |
| [illegible] | [illegible] | Ho | 5.86 | " | " [illegible] |

[illegible] 16 70/100 Eka

Taro patch in the ili of Puhiawaawa.

Apana 2 [illegible] Puhiawaawa [illegible]

[illegible]

| | | | | | |
|---|---|---|---|---|---|
| [illegible] | 17 | Ho | 1.37 | [illegible] | [illegible] |
| [illegible] | 71° 1/2 | Ho | 1.43 | " | " [illegible] |
| [illegible] | 77° 1/2 | Ho | 5.43 | " | " |
| [illegible] | [illegible] | Ho | 2.12 | " | " |
| [illegible] | [illegible] | Ho | 6.42 | " | " [illegible] |

[illegible] 1 11/100 Eka

Apana 3 [illegible]

[illegible]

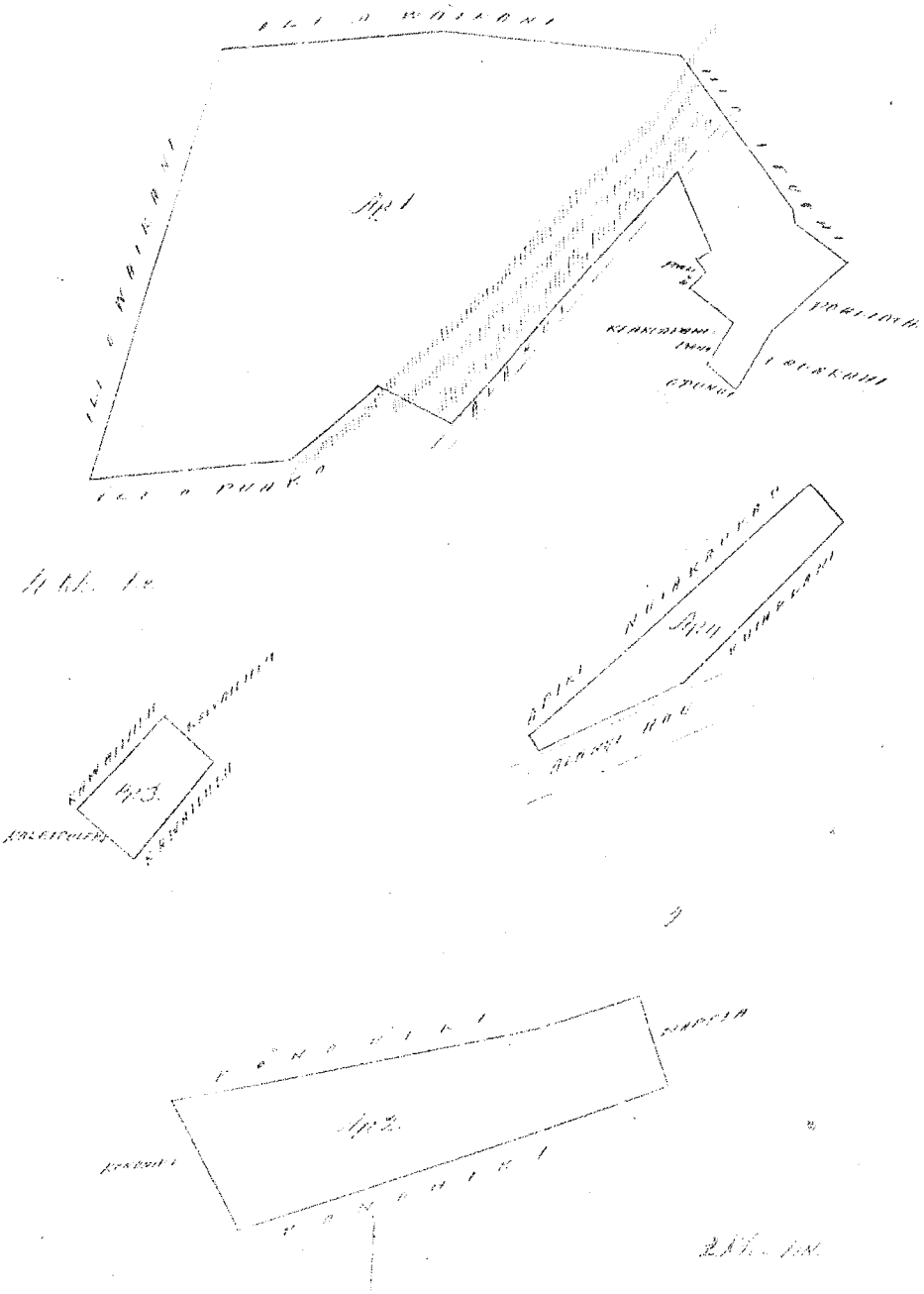
| | | | | | |
|---|---|---|---|---|---|
| [illegible] | [illegible] | Ho | 1.84 | [illegible] | [illegible] |
| [illegible] | [illegible] | Ho | 1.08 | " | " [illegible] |
| [illegible] | [illegible] | Ho | 1.78 | " | " [illegible] |
| [illegible] | [illegible] | Ho | .93 | " | " [illegible] |

[illegible] 13/100 Eka

[illegible]

Vol 3
P 715
LCA 453:1,2

Lot 102 Tau Tau Kai to Hoka Waiakauka
o Luka mo ke Kele mau. Hapa Ehu.
C Bailey Measurer
Kuleana Survey p 150




Ukupau — R. L. Lee
C. H. Robertson
J. Kekumalaoa
J. C. [illegible]

Vol 3
P 716
LCA 3533
Ap 1 & 2

Ukupaulea [illegible]

W. L. Lee
G. M. Robertson
J. K. Smith
J. Kekaulahao

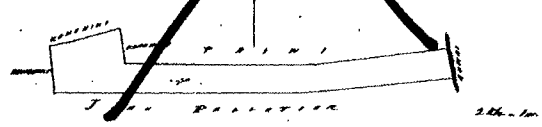
Honolulu Januari 7 1854.

Helu 3335 Naonohi Waituku Maui

Kalo & Pahale ma ka ili o Kapalaalaea.
Ehumaka ma ke kihi Kikina a o hele

| | | | | |
|---|---|---|---|---|
| He | 83° | Ko | 4.13 | Kh. ma ke Ihu Pillet |
| Komohana fimoi | | | 6.46 | " " " |
| Ak | 4° | Ko | 1.30 | " " " Konohiki |
| Ak | 75½ | Ko | 1.96 | " " " |
| He | 6°¾ | Ko | 1.00 | " " " |
| Ak | 89°¾ | Ko | 5.10 | " " " & Paini |
| Ak | 82°½ | Ko | 3.48 | " " " |
| He | 12° | Ko | .78 | " " ka Aulaai a bohi ma ke kihi mua 97/100 Eka |

Waituku Novemaba 17 1853 E Bailey Maamanaina




Ukupaulea $4.00

W. L. Lee
G. M. Robertson
J. K. Smith
J. Kekaulahao

Honolulu Januari 7 1854.

Helu 2435 Kahooke Waituku Maui

Ma ka ili o Kaiaiuki.
Ehumaka ma ke kihi Kikina a o hele.

| | | | | |
|---|---|---|---|---|
| He | 46°¼ | Ko | 6.41 | Kh. ma ke Kaauwai & Kaupa |
| Ak | 41°¼ | Ko | 3.50 | " " " Kaahuki |
| Ak | 36°¾ | Ko | 1.12 | " " ka Poalima |
| Ak | 54°½ | Ko | .88 | " " " |
| Ak | 34°¾ | Ko | 1.10 | " " " |
| Ak | 38° | Ko | .36 | " " " |
| He | 28° | Ko | 2.43 | " " " |
| Ak | 46°¾ | Ko | 2.18 | " " ke Kaahuki |
| Ak | 52°½ | Ko | 1.89 | " " ka Pali |
| Ak | 30° | Ko | 2.38 | " " " & Poalima |
| He | 60°¾ | Ko | 1.57 | " " ke Kawaiohia |
| He | 30°½ | Ko | 1.02 | " " " |
| He | 56° | Ko | 2.14 | " " " |
| He | 82°¾ | Ko | 4.00 | " " " a bohi ma ke kihi mua 2 73/100 Eka |

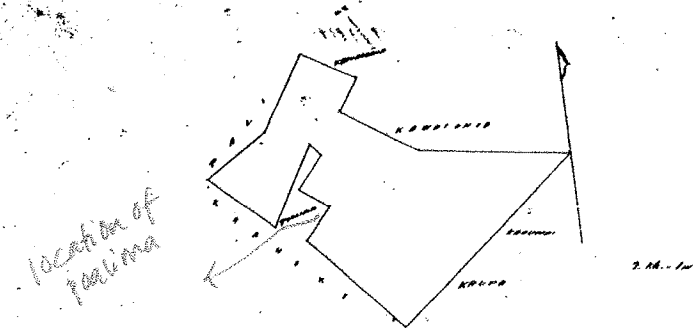
Waituku Novemaba 25 1853. E Bailey Maamanaina

Poalima - alii taro patch

N 36°¾ E 1.12 chains along the Poalima
N 54°½ W .88 chains along the Poalima
N 38° W .36 chains along the Poalima
S 28° W 2.43 chains along the Poalima
N 30° E 2.38 chains along the cliff & Poalima

Ma kila ma ke Ho. = sketch on next page

This should be LCA 2434 -
See attached




Ukupaulua $5.00

W. L. Lee
G. M. Robertson
S. K. Cornitt
J. Kekaulahao

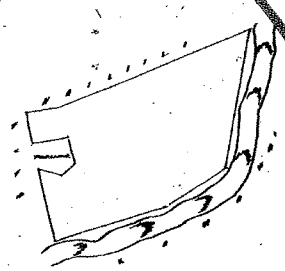
Honolulu January 7 1854

Hela 2523 Makahookolo Wailuku Maui

Kalo & Pakale &c. mea ka ili Kuamui.
Ehuamaka ma ke kihi Hanua a e holo

| | | | | |
|---|---|---|---|---|
| Ak | 23½ | Ko. | 200 | Ak ma ke Kuke |
| He | 83° | Hi. | 55 | " " ka Pakuna |
| Ak | 35° | Hi. | 45 | " " " |
| Ak | 25° | Ko. | 74 | " " " |
| He | 69¼ | Ko. | 88 | " " " |
| Ak | 23½ | Ko. | 78 | " " ke Kuke |
| Ak | 66½ | Hi. | 81 | " " Naiuili |
| Ak | 54° | Hi. | 534 | " " " |
| He | 2° | Hi. | 3.86 | " " ke Kakawai |
| He | 43° | Ko. | 1.99 | " " " |
| He | 60¾ | Ko. | 2.87 | " " " a kiki ma ke kihi mua 1 78/100 Eka |

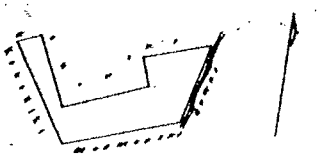
Wailuku November 25. 1853 C. Bailey Kuaanaaina



Ukupaulua $5.00

W. L. Lee
G. M. Robertson
S. K. Cornitt
J. Kekaulahao

Honolulu January 7. 1854.



Wahipaulea [illegible]
W. L. Lee
G. M. Robertson
J. Kekauluhiwa
S. N. Castle

Honolulu January 7 1854

Helu 2436 Kahaiki ✓ ✓ Waikuku Kauai

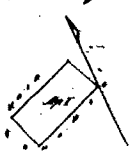
Kalo = taro
auwai = ditch

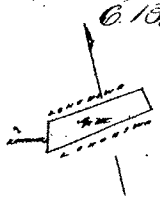
Apana 1 Kalo ma ka ili o Pohakupukapa Taro in the ili of Pohakupukapa
Ehommaka ma ke kihi Akau a o kela
Ke 63° ½ Ke 2.08 Hik ma ke Kaiakolekuauau
Ku 18° ½ Ke 1.85 Komohiki
Mk 62° ½ Ke 2.18
Mk 25° ½ Ke 1.00 a hiki ma ke kihi mua. 22/100 Eka

Apana 2 Kalo ma ka ili o Kolu Ehommaka ma ke kihi Komo a o kela Taro in the ili of Kolu
Mk 11° Ke 2.07 Hik ma ka auwai o Komohiki N18° W 2.09 chains along the auwai to Kaiakolekuauau
Mk 58° ½ Ke 1.61 " " "
Mk 18° ½ Ke 94 " " "
Ku 71° Ke 1.67 " " "
Mk 23° ½ Ke 1.45 " " Komohiki
Mk 66° Ke 1.84
Mk 15° Ke 91
Mk 64° ½ Ke 2.13
Ku 23° Ke 78
Mk 69° Ke 1.87
Ku 23° ½ Ke 1.90
Mk 66° Ke 1.19
Ku 18° Ke 1.07
Ku 69° Ke 1.31
Ku 23° Ke 99
Ku 69° Ke 3.28
Ku 35° ½ Ke 98
Mk 17° Ke 1.13
Ku 53° Ke 86
Ku 69° ½ Ke 1.10 a hiki ma ke kihi mua 2 32/100 Eka

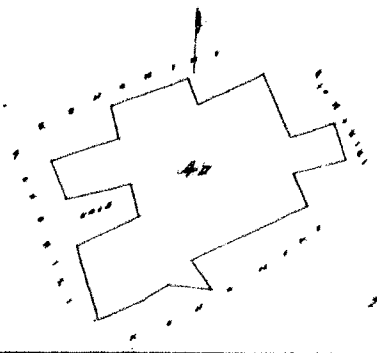
Apana 3 Kalo ma ka ili o Waikaninui Ehommaka ma ke kihi Komo a o kela Taro in the ili of Waikaninui
Mk 75° ½ Ke 2.92 Hik ma ke Komohiki
Mk 19° ½ Ke 58 " " "
Ku 70° ½ Ke 2.65 " " "
Ku 19° Ke 82 Komohiki a hiki ma ke kihi mua 15/100 Eka

Waikuku Nowemaba 17 1853. C. J. Bailey Hoonanoanoa





LCA
2436
Vol 7
p8 470



Ukupaulea 36

M. L. Lua.
& M. Kinau
& Kahanuiakapa
& H. Limiki

Honolulu Annaa 7 1854

Helu 457 Kawaiulili

Kala ʻi Pahale ma ka ala o Puuki

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Ehommaka | ma ka laʻi | Akau a hema | | | |
| Ke | 44ʻ | Ke | 213 | Ak. ma ka | Kaupo | | |
| Ke | 40ʻ | Ke | 171 | . | Kama | | |
| Ke | 47½ | Ke | 343 | . | . | | |
| Ke | 50ʻ | Ak | 170 | . | . | Loli Spanish | |
| Ke | 27ʻ | Ke | 93 | . | . | . | |
| Ke | 19½ | Ke | 233 | . | . | . | |
| Ke | 33ʻ | Ke | 107 | . | . | . | |
| Ke | 50½ | Ak | 248 | . | . | Kauna | |
| Ak | 20½ | Ke | 114 | . | . | Kuiakaaukuu | |
| Ke | 63½ | Ak | 54 | . | . | . | |
| Ak | 45½ | Ak | 64 | . | . | . | |
| Ak | 10ʻ | Ke | 105 | . | . | . | |
| Ak | 66½ | Ak | 44 | . | . | . | |
| Ak | 40½ | Ke | 56 | . | . | Kahuapalapala | |
| Ak | 48ʻ | Ke | 271 | . | . | . | |
| Ak | 41½ | Ke | 103 | . | . | Kalaimoa | |
| Ak | 53½ | Ke | 62 | . | . | . | |
| Ak | 36½ | Ke | 126 | . | . | Kalepeleha | |
| Ke | 53½ | Ke | 140 | . | . | Kalaimoa | |
| Ak | 30ʻ | Ke | 52 | . | . | . | |
| Ak | 58½ | Ak | 108 | . | . | . | |
| Ak | 37½ | Ke | 133 | . | . | Kuikahaua | |
| Ak | 47½ | Ke | 93 | . | . | . | |
| Ke | 42ʻ | Ke | 134 | . | . | . | |
| Ak | 55½ | Ke | 49 | . | . | Kahapuhala | |
| Ak | 39½ | Ke | 243 | . | . | Akau a hema ka laʻi ma ka laʻi ma ka = | 22 ʻāpana ʻĀkā |

ʻEhiku ka ana i Kahapuhala a Kauo pueo ma ka laʻi Ehiku a hema a hema ma ka laʻi Ehiku a hema ma ka Kahuapalapala a nana Ak 42ʻ Ke 79 Ak a laʻi a ka laʻi a nana Kuia laʻi Ke 31½ Ke 67 Ak a Ak 68ʻ Ke 35 Ak a Ke 26 Ke 101 Ak a Ak 63ʻ 102 Ak a Ak 20½ Ke 116 Ak a Ak 36½ a 30 Ak a Ke 53½ Ke 103 Ak a laʻi ma ka laʻi nana = 22 ʻāpana ʻĀkā

Waiuku Aperila 22 1853

Ō. E. Lay

MA 2436
+3

J. M. Robertson
J. K. Smith
A Askaulahas

Honolulu June 21, 1852.

# Helu 2495 Kuiahelokuaau

Wailuku Maui.

Papalapala no ke ana ana i ke Kuliana 2495 no Kuiahelokuaau Wailuku, Maui.—

Apana 1. Ili, Pohakuokupukapu. E hoomaka ma ke kihi Hikina e pili ana i ke Kahawai o Kamanaa. E holo ana A. 25° 15' Ko. 0.92 kh. ma Kahawai,- Ha. 59° 45' Ko. 180 kh. ma Kahawai,- Ha. 25° 15' Hi. 0.92 kh. ma Kahuaopu,- A. 59° 45' Hi. 180 kh. ma Kamanaa a puni. Kalaiki oia Apana 1½ Ek.

Apana 2 & 3. Oia kuiia i kaki hookahi o Ili, Puuhala. E hoomaka ana ma ke kihi Hema e pili ana i ke Alii o Kamaa. E holo ana A. 65° 15' Hi. 5.70 kh. ma ke Alii.- A. 19° Ko. 2.60 kh. ma Kawaa.- Ha. 65° 15' Ko. 5.55 kh. ma Kamaa.- Ha. 34° Hi. 2.96 kh. ma Kawaa a puni. Akaleka oia Apana, 1½ Ek.

Apana 4. Puuhala ili. E hoomaka ana ma ke kihi Hema e pili ana i ke Alii o Kamaa. E holo ana A. 62° Ko. 3.28 Kh. ma Kamaa,- A. 20° 15 Ko. 3.25 kh. ma Poalima,- Ha. 54° 30' Ko. 4.05 kh. ma Kawaa, Ha. 34° Hi. 2.76 kh. ma ke Alii o Poalima a puni. E kaleka oia Apana 9/10 Kanakaa.

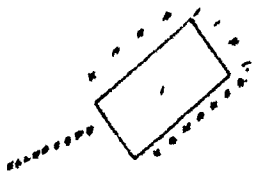
S 34° E 2.74 chains along the alii and the surrounding the poalima

Alii land patch

Loi Poalima. Hoomaka ma ke kihi Akau Hema E holo ana Ko. 25° 30' Ko. 1.42 kh. Ko Kuko. 0.80 kh. A. 25° 30' Ko. 1.42 kh. A. 64° Hi. 0.80 kh. a puni. E kalaiki 1/10 Kanakaa.

Wailuku, Maui, Apr. 29. 1852.

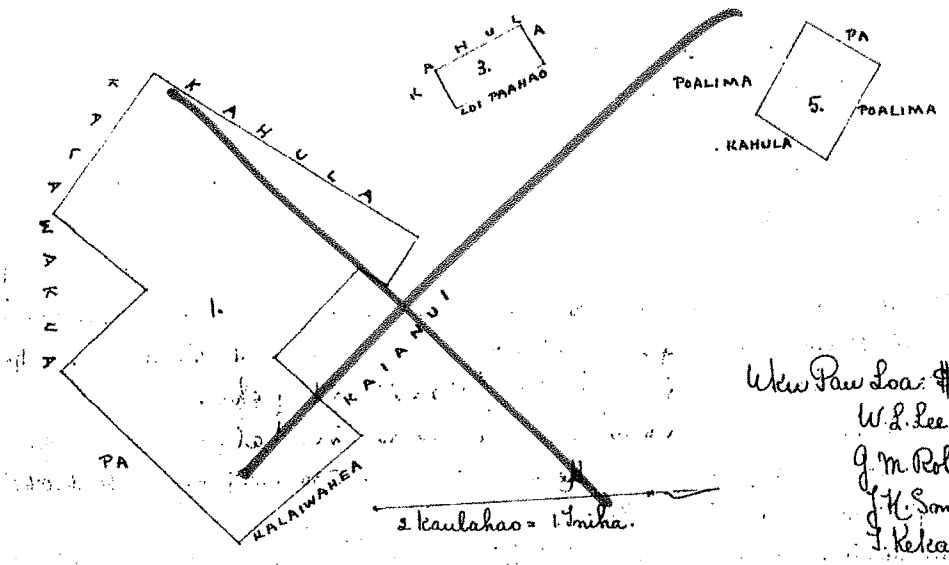
A. Keohokalole
Mea ana



See enlarged sketch on next page.

LCA 2495 (enlarged copy) 1K

LCA 2495 L320




Uku Pau Loa: $ 6.
W. L. Lee.
G. M. Robertson.
J. H. Smith.
I. Kekaulahao.

Honolulu June 21. 1852.

R. P. 7790

Helu 2495 Kaiaholokuaau. Wailuku. Maui.

Papalapala no ke ana ana i ke Kuleana 2495 no Kaiaholokuaau, Wailuku, Maui.

Apana 1. Ili o Pohakukupukupu. E hoomaka ma ke kihi Hikina e pili ana i ko Kahaiki & Kamanoa. E holo ana A. 25°15' Ko. 0.92 kh. ma Kahaiki. He. 59°45' Ko. 1.80 kh. ma Kahaiki. He. 25°15' Hi. 0.92 kh. ma Kaluaoopu. A. 59°45' Hi. 1.80 kh. ma Kamanoa a puni. Maloko oia Apana 1 3/5 kh.

Apana 2 & 3. Na huiia i kahi hookahi. Ili o Puuohala. E hoomaka ana ma ke kihi Hema, e pili ana i ke Alii & Kawaa. E holo ana A. 65°15' Hi. 5.90 kh. ma ke Alii. A. 19° Ko. 2.60 kh. ma Kawaa. He. 68°45' Ko. 5.53 kh. ma Namauu. He. 34° Hi. 2.96 kh. ma Kawaa a puni. Maloko oia Apana 1 1/2 Eka.

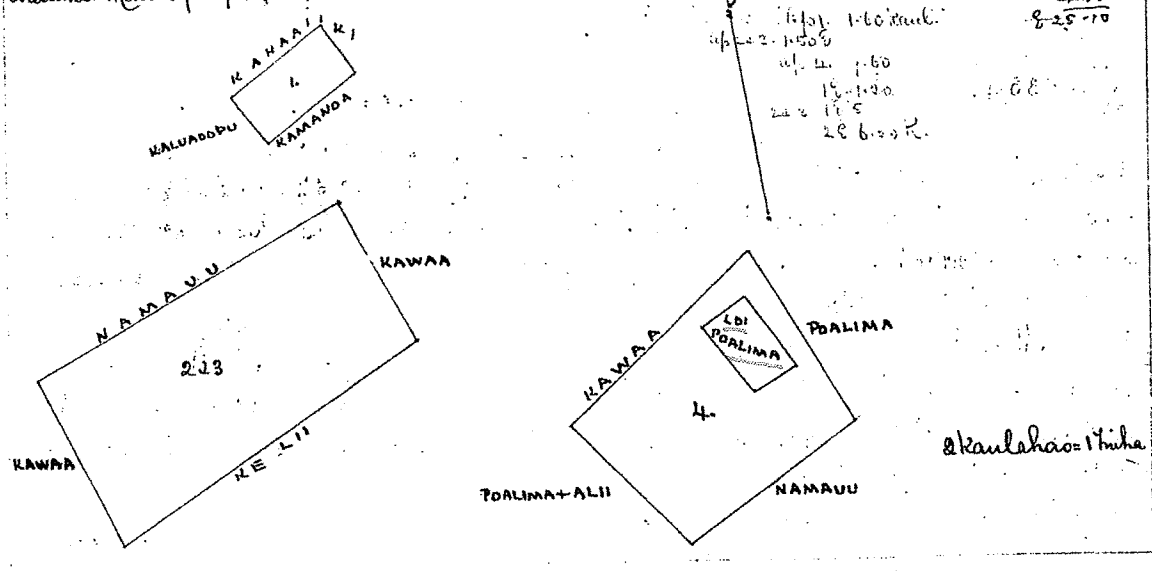
Apana 4. Puuohala ili. E hoomaka ana ma ke kihi Hema e pili ana i ke Alii & Namauu. E holo ana A. 62° Hi. 3.28 kh. ma Namauu. A. 20°15' Ko. 3.25 kh. ma Poalima. He. 24°30' Ko. 4.00 kh. ma Kawaa. He. 34° Hi. 2.74 kh. ma ke Alii & Poalima a puni. Maloko oia Apana 9 6/10 Kaulahao.

Loi poalima. Hoomaka ma ke kihi Akau. E holo ana He. 26°30' Hi. 1.42 kh. He. 64° Ko. 0.80 kh. A. 26°30' Ko. 1.42 kh. A. 64° Hi. 0.80 kh. a puni. Malaila 1 1/10 kaulahao.

A. Keohokalole
mea ana

Wailuku Maui Ap. 29 1852.

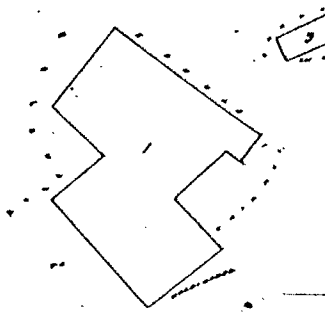
Not a true and correct copy




for illustrative purposes

enlarged sketch.

LCA 2495 2/4



2 Chains = 1 Inch.

Volcano from here N 6

W. L. Lee
A. M. Robertson
J. K. Kaae
Schoolteachers

Honolulu Nov. 21, 1852.

Helu 2495 Kauaholokuaaa Waiakoa Kauai

Papalepale ma ke anu aina i ke Kuleana 2495 o Kauaholokuaaa ma Waiakoa Kauai
Aporoad No. 1 Palahalaha pulehu E hoomaka ma ke kihi Komohana e pili ana i ke Kuleana o Kamanawa. E hele ana a. 25° K. 1.92 lk. ma Kahakili; Ak. 57° 25' K. 180 lk. ma Kahakili; Ak. 25° K. 1.92 lk. ma Kalauapio; A. 57° 45' K. 150 lk. ma Kamanawa a puni. Nalohi nui Ofuna 1½ Ehu.

Aporoad 2 no 3 Uli hinia i kahi kuleana o No. 1 Palahalaha. E hoomaka ma ke kihi Komohana o pili ana o ke Alanui o Kauaa, E hele ana A. 65° 15' Ak. 5.70 lk. ma ke Alanui. A. 17° Ak. 2.60 lk. ma Kauaa. Ak. 15° 30' K. 5.50 lk. ma Kauaa. Ak. 30° K. 2.75 lk. ma Kauaa a puni. Nalohi nui Ofuna 1½ Ehu.

Aporoad 3 Palahalaha pulehu E hoomaka ma ke kihi Komohana o pili ana o ke Alanui o Kauaa. E hele ana A. 17° Ak. 3.30 lk. ma Kauaa. A. 25° 15' Ak. 3.30 lk. ma Kalauapio. Ak. 52° 30' K. 4.10 lk. ma Kauaa, Ak. 30° Ak. 2.75 lk. ma ke Alanui a puni. Nalohi nui Ofuna 9 Ft. Kanakolu.

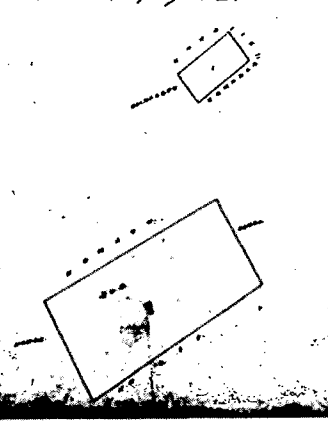
Loi pohaku. Hoomaka ma ke kihi Komohana E hele ana Ak. 25° 30' Ak. 1.83 lk. Ak. 64° Ak. 1.10 lk. A. 25° 30' K. 1.83 lk. A. 64° Ak. 1.10 lk. a puni. Nalohi 1 no Kanakolu.

Waiakoa, Kauai. Oct. 29. 1852.

A Kerkokalolo
Mau ana.

0.50
15
8.30
16.20
1.10
2.5.10

341 = 26 o Kau C
251. 50 E
2 p 11 30
16 K 20
183 185
266 50 K



2 Chains = 1 Inch.

See enlarged page 182

LCA 2495
3/14

Allen farm loa  #6

W. L. Lee
G. M. Robertson
J. K. Davis
J. Mikaelakua

Waikoloa Kona 21. 1852.

Helu 3389 Pinao  Paanaa  Waiakoa Kauai

Palapala no ka aina ana i ke Kuleana 3389 no Pinao, Waikoloa, Kauai.
Aporo. E hoomaka ana ma ke kihi Kona o pili ana i ke Kuleana o Kaili. E hoi ana A. 63° 15' Ko. 154 kk. ma Kaili. A. 20° Ko. 0.80 kk. ma Kuloko. A. 58° 30' Ko. 0.54 kk. ma Kowaolo. Ko. 52' Ko. 0.57 kk. ma Konaolo. A. 25° 30' Ko. 2.93 kk. ma Kamaloko. Ko. 63° Ko. 0.67 kk. ma Kiaa. Ko. 25° 30' Ko. 0.52 kk. ma Konaolo. Ko. 6° 15' Ko. 0.85 kk. ma Konaolo. Ko. 27° 30' Ko. 0.52 kk. ma Lokoma a pau. A malaila oia Aporo 9/10 Eka.

Ke Pahima ma ke kihi o kuia Aporo. E hoomaka ana ma ke kihi Pahima o ka Aporo ia ma kahi hope o ka aina aka ma kahi i hoomaka ai. E hoi ana Ko. 60 Ko. 0.65 kk. A. 25° 30' Ko. 1.37 kk. ma ke 60 Ko. 0.65 kk. Ko. 25° 30' Ko. 1.37 kk. a pau. Malaila 2/10 Kanaka.

Aporo 2. Ke o Kauwiu. E hoomaka ana ma ke kihi Hikina Kona o pili ana i ke Kauai o kahi ana. E hoi ana A. 25° 30' Ko. 0.17 kk. ma Kahauai. A. 40° Ko. 0.72 kk. ma Kauai. Ko. 65° Ko. 0.7 kk. ma Kauai. A. 30° 30' Ko. 0.90 kk. ma Pomaina. A. 15° Ko. 0.72 kk. ma Pahuluku. Ko. 25° Ko. 0.46 kk. ma Pohopo. A. 55° 15' Ko. 1.00 kk. ma Pohopo. A. 30° 30' Ko. 0.52 kk. ma Pohopo. A. 45° 30' Ko. 1.25 kk. ma Pohopo. Ko. 40° Ko. 1.00 kk. ma Kaolulo. Ko. 53° Ko. 6.10 kk. ma Kauai. A. 25° 15' Ko. 1.28 kk. ma Kahauai a pau. A malaila oia Aporo 6/10 Kanaka.

A. Keohokalole
Mea ana.

Waiakoa Kauai, Apl. 29 1852.

Allen farm loa  #5

W. L. Lee
G. M. Robertson
J. K. Davis
J. Mikaelakua

Kaualoko Kona 21. 1852.

Helu 5334 Pupuka  Waiakoa Kauai

Palapala no ka aina ana i ke Kuleana 5334 no Pupuka ma kapili o Lamalii, Waiakoa, Kauai, Elua mahele iloko.

Aporo. E hoomaka ana ma ke kihi Kona pili o Kuhaku a Kapahi. E hoi ana A. 49° 30' Ko. 3.20 kk. ma Kapahi. A. 45° Ko. 2.55 kk. ma Pohina a. A. 47° Ko. 0.9 kk. ma Pohina. A. 26° Ko. 2.66 kk. ma Konaolua. A. 26° 30' Ko. 0.28 kk. ma Konaolua. A. 47° 30' Ko. 1.17 kk. ma Konaolua. Ko. 5° 15' Ko. 1.25 kk. ma Kahauai. Ko. 29° Ko. Ko. 1.28 kk. ma Kuhaku a pau. Malaila oia Aporo 2 2/10 Eka.

Aporo 2. Hoomaka ma ke kihi Hema pili o ke Poi a Kuaaka. E hoi ana A. 51° Ko. 5.65 kk. ma Kuaaka. A. 58° 15' Ko. 3.41 kk. ma Kapahi. Ko. 27° Ko. 0.77 kk. ma Konaolua. A. 63° 15' Ko. 0.31 kk. ma Pohina. Ko. 15° Ko. 3.09 kk. ma Pohina. A. 47° 30' Ko. 0.75 kk. ma Pohina. Ko. 15° Ko. 1.1. kk. ma Pohina. Ko. 52° Ko. 2.70 kk. ma ke Poi a pau. Malaila oia Aporo 1 1/10 Eka.

Ukupanalua $6.00
W. C. Lee
G. M. Beckley
S. Nakaulahao
J. K. Piikoi

Honolulu January 7 1854

Kuleana 2502 Ahamai

Kuleana Maui

Apana 1 Kala ma ka hi. Kihei
Ehumaka ma ke kuhi Hawa a kela
Kee 65° Ke 3.90 Ke ma ke Awaikeu
Kee 18½ Ke 17 . . . .
Kee 85° Ke 108 . . . .
Ak 64¼ Ke 197 . . . .
Ak 21° Ke 132 . . . . a kuhi ma ke kuhi mua 39/100 Eka

Apana 2 Kala ma ka hi. Kihei Ehumaka ma ke kuhi Hawa a kela
Ak 65 ¾ Ke 4.89 Ke ma ke Kuwahawa
Ak 22° Ke 33 . . . .
Kee 75½ Ke 2.17 . . . Awaikeu
Kee 62¼ Ke 2.84 . . . .
Kee 19° Ke 40 . . . .
Kee 62¼ Ke 67 . . . .
Kee 27¼ Ke 80 . . . . a kuhi ma ke kuhi mua 39/100 Eka

Apana 3 Kala ma ka hi. Waikanaiua Ehumaka ma ke kuhi Hawa a kela
Kee 77° Ke 98 Ke ma ke Kuwahawa
Kee 2° Ke 1.48 . . ka Auwai
Ak 65° Ke 1.41 . . ke Awaikeu
Ak 76¼ Ke 1.23 . . . a kuhi ma ke kuhi mua 46/100 Eka

Wailuku Nowemaba 17. 1853

C Bailey Waiakamilo

akwai

Ukupanalua $4.00
W. C. Lee
G. M. Beckley
S. Nakaulahao
J. K. Piikoi

Honolulu January 7 1854

Kuleana 3388 Kaiwi

Kuleana Maui

Kala ma ka hi. Kapalaalaea
Ehumaka ma ke kuhi Awaikeu Kuma a kela
Ak ½ Ke 60 Ke ma ke Awaikeu
Ak 58¼ Ke 2.79 . Nowemaka
Ak 82¼ Ke 4.30 . . .
Kee 12° Ke 91 . . ka Auwai
Kee 53½ Ke 3.41 . . ke Awaikeu
Kee 59¼ Ke 3.91 . . . a kuhi ma ke kuhi mua 56/100 Eka

Wailuku Nowemaba 17. 1853

C Bailey Waiakamilo

Taro in the field of Hale

auwai = ditch

Kaiwi of Waikapu

S 2° W 4.48 chains along the Auwai

2502

705

Telu 2503 Ohule — Wailuku, Maui

Apana 1 Kalo ma ka ili o Umiew
Ehomaka ma ke kihi Sikau a e hilo

| | | | | |
|---|---|---|---|---|
| He | 37° | Ko | 1.27 | Kh ma ke ko Kowhiki |
| He | 43° | Ki | 4.59 | " Kaumu |
| Ak | 35°½ | Ki | .91 | ka ili o Puako |
| Ak | 30° | Ko | .93 | ko Aiuakaukau |
| Ak | 25°½ | Ko | 1.44 | " " |
| Ak | 50°¼ | Ko | 2.35 | " " Kekuapalupalu |

a hiki ma ke kihi mua. 6/10 Eka

Taro + Houselot at Umiai

Apana 2 Kalo & Pahale ma Umiew. Ehomaka ma ke kihi Komohana a e hilo

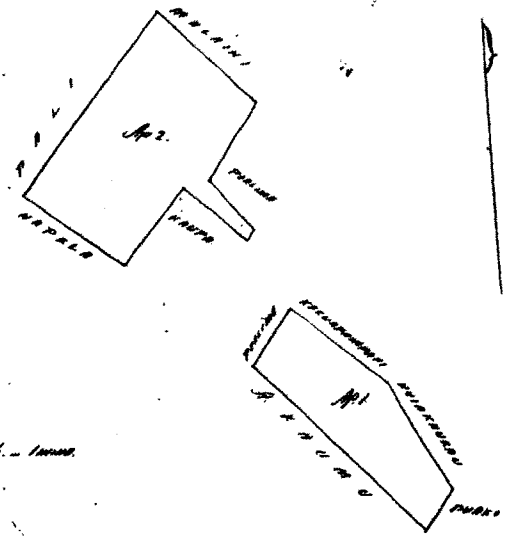
| | | | | |
|---|---|---|---|---|
| He | 51°½ | Ki | 2.39 | Kh ma ke Napela |
| Ak | 41°½ | Ki | 1.87 | " " Kaupa |
| He | 45°¾ | Ki | 1.54 | " ka Poalima S 45¾° E 1.54 chains along the Poalimas |
| Ak | 41°½ | Ki | .22 | " " " |
| Ak | 38° | Ko | 1.26 | " " " |
| Ak | 35° | Ki | 1.70 | " ko Malaihi |
| Ak | 43° | Ko | 2.59 | " " |
| He | 42° | Ko | 4.24 | " ka Pali a hiki ma ke |

kihi mua. 1 16/100 Eka.

Wailuku Dek. 9. 1853.

E. Bailey
Miwanamina

Poalima = ali'i taro patch



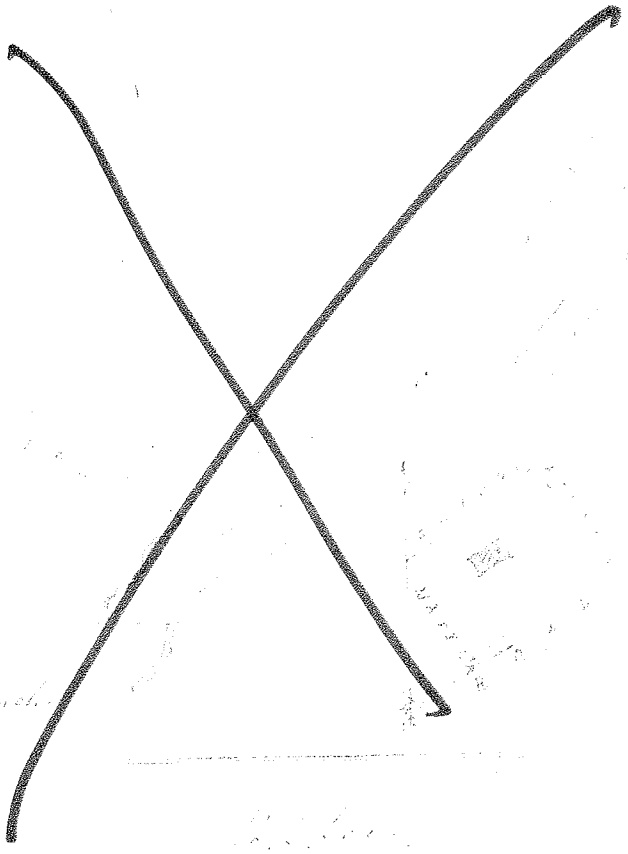

2 Kh. – 1 mua.

Ukupaulwa $4.00

W. L. Lee
G. M. Robertson
J. Kekaulahao
J. H. Smith

Honolulu Februari 10, 1854.

MA 2503:2



Surveyed
for
J. M. Alexander
& Kekauokalani
by A. Lovell
According August 4 1851

R. P. 2533. Kealaihi

Poalima = old taro patch

Land in the ili of Kaluaopa

S 18° 30' E 1.22 chains along the Poalima

N 18° W 1.64 chains along the Poalima

S 10° E 1.76 chains along the Poalima

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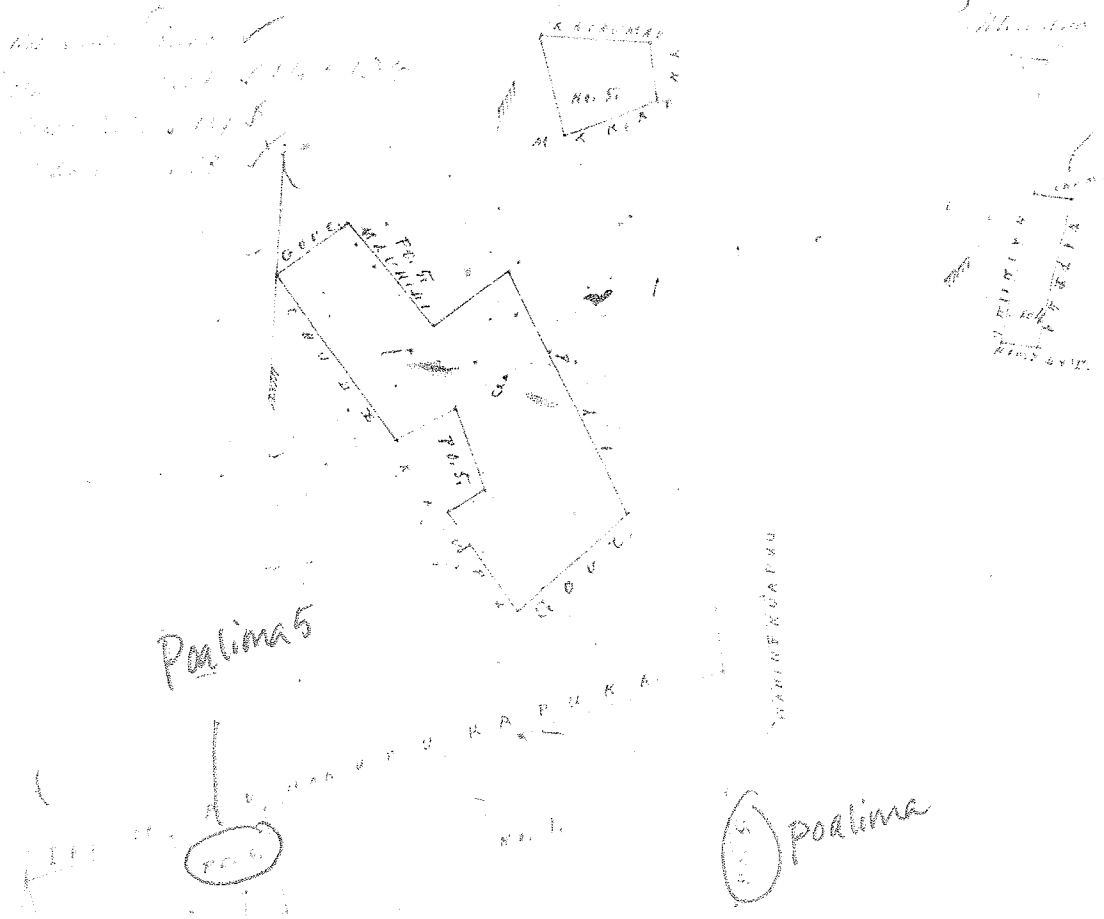
PG 376
LCA 2533

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LOA 2533

Kahawai stream

Kahawai ditch

start at the NE corner along the south side of the stream and go

46 ch along the ditch at the cliff

670 chains along the stream

Poalima 6. (1) Poalima ali'i taro patch

Poalima 2

Vol 8
pg 453

Helu 3237 Hewahewa Waituku Maui 710

Kalo ma ka ili o Kapuakeo.

Apana 1. Ehoomaka ma ke kihi Komohawa a e holo

| | | | | |
|---|---|---|---|---|
| Ke | 44° | Hi | 1.17 | Kh. ma ke ke Konohiki |
| Ak | 74° | Hi | .53 | " " " |
| Ak | 26° | Ko | 1.25 | " Hekuapahipahi |
| Ke | 67° ½ | Ko | .88 | " Kapuaa a hiki ma ke |

kihi mua. 6/100 Eka.

Apana 2. Ehoomaka ma ke kihi Akau a e holo

| | | | | |
|---|---|---|---|---|
| Ke | 55° ½ | Ko | .68 | Kh. ma ke Kauahahi |
| Ke | 30° | Hi | 1.64 | " " Kapawa |
| Ak | 55° ½ | Hi | .68 | " " Epuaai |
| Ak | 30° | Ko | 1.64 | " " " a hiki ma ke kihi |

mua. 11/100 Eka.

Apana 3. Ehoomaka ma ke kihi Komohana a e holo

| | | | | |
|---|---|---|---|---|
| Ak | 17° | Hi | .98 | Kh. ma ke Ihumai |
| Ak | 78° | Hi | 8.27 | " " " Lonohiwa |
| Ak | 7° | Ko | 1.76 | " " Konohiki |
| Ak | 74° ¾ | Hi | 2.17 | " " " |
| Ak | 20° ½ | Ko | 4.51 | " " " |
| Ke | 59° | Ko | .66 | " " " |
| Ke | 75° ½ | Ko | .66 | " " " |
| Ke | 22° | Hi | .33 | " " Ihumai |
| Ke | 55° ¾ | Ko | 4.59 | " " " |
| Ke | 66° ½ | Ko | 1.05 | " " Konohiki |
| Ke | 64° | Ko | .82 | " " " |
| Ke | 62° ¾ | Ko | 1.50 | " " " |
| Ke | 12° | Hi | 2.02 | " " " |
| Ke | 67° ¾ | Ko | 1.09 | " " " |
| Ke | 10° ¼ | Ko | 2.21 | " ka Auwai a hiki ma |

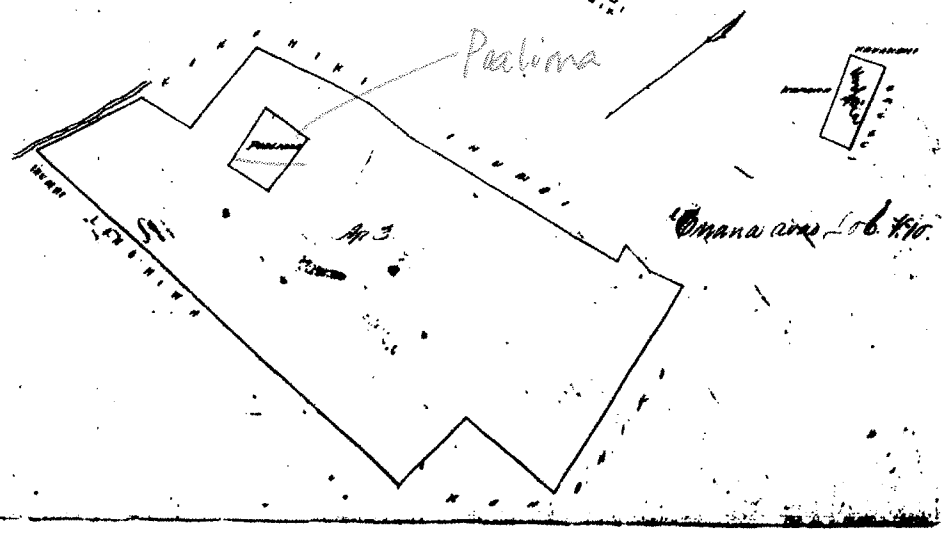
ke kihi mua. 4 67/100 Eka.

Waituku Dek. 9. 1853.

C. Bailey. Muumaiima

10°/40 W 2.21 chains along the ditch to the initial point. 4 67/100 acres

Auwai = ditch




Enana ana Lob. 4.10.

MA 323
3 7

711

Ukupaulos " $5.00

W. L. Lee
G. M. Robertson
J. Nakaulahao
J. K. Smith

Honolulu Februari 11. 1854.

Helu 3396. Pilipowahine. Lani. Waituku Maui

Apana 1. See Page 789

Kalo ma Kalaula 1 Ohiomaka ma ke kihi Akau a e holo

| | | | | |
|---|---|---|---|---|
| He | 58°½ | Ko. 50 | Kh. ma ko | Akakalele |
| He | 31° | Hi. 1.00 | " | " |
| He | 61° | Ko. 44 | " | " |
| He | 26° | Hi. 50 | " | Kahilikaula |
| Ak | 83° | Hi. 78 | " | Kawahalama |
| Ak | 69½ | Hi. 53 | " | Apiki |
| Ak | 22° | Ko. 73 | " | " |
| He | 74° | Ko. [illegible] | " | " |
| Ak | 24° | Ko. [illegible] | " | a puni 13/100 E.ka |

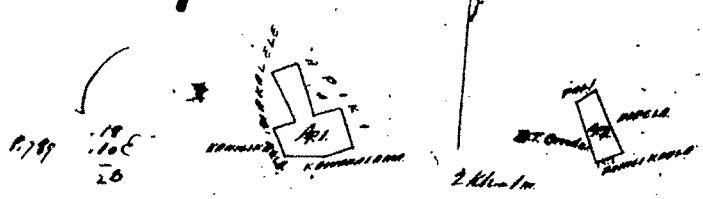
Apana 2. Ohiomaka ma ke kihi Akau a e holo

| | | | | |
|---|---|---|---|---|
| He | 48°½ | Ko. 41 | Kh. ma ka | Pali |
| He | 24°½ | Hi. 1.13 | " | ko D. J. Conde |
| Ak | 68° | Hi. 63 | " | " Kahilikaula |
| Ak | 30°½ | Ko. 1.28 | " | " Napela a hiki ma |

ke kihi mua 5/100 E.ka.

E. Bailey (Meaomaina)

Waituku Januari 14. 1854.




Ukupaulos $3.00

W. L. Lee
G. M. Robertson
J. Nakaulahao
J. K. Smith

Honolulu Februari 11. 1854.

Helu 402. Naiakaukau. Waituku Maui

Apana 1. Kalo ma ka ili e Kalaula 1.

Ohiomaka ma ke kihi Hema, a e holo

| | | | | |
|---|---|---|---|---|
| Ak | 40° | Ko. 5.50 | Kh. ma ko | Apiki y Kealoton |
| Ak | 51°½ | Hi. 1.19 | " | " Konohiki |
| He | 60°¾ | Hi. 2.41 | " | " |
| He | 49° | Hi. 1.57 | " | " |

MA 323
494

Kahawai = stream
Poalima = alii taro patch

Honolulu 31 Oct 1882

Hili 3275 E Kalia

Start at the East corner of this, N 90° W 6.78 chains along the

1 stream Apana II Ili o Kalaihiwa. E hoomaka ma ke kihi Kihiwa o keia, Ak [illegible] Kom [illegible] kh ma ke Kahawai. Hem. [illegible] Kom [illegible] kh ma ke [illegible] Hem. [illegible] Kom [illegible] kh ma ke [illegible] Ak [illegible] Kom [illegible] kh ma ke [illegible] Hem. [illegible] Kom [illegible] kh ma ke [illegible] Ak [illegible] Kom [illegible] kh ma ke [illegible] a hiki ma kahi i hoomaka'i, a malaki ia anapuni, [illegible] Eka.

Poalima

[illegible] ma ke kihi Komohana o keia, mai ka pahu o ma keia Kuleana Ak [illegible] Kom [illegible] kh. Hem [illegible] Kom [illegible] kh. Hem [illegible] Kom [illegible] kh. Ak [illegible] Kom [illegible] kh. a hiki ma kahi i hoomaka'i, a malaki ia anapuni 12/100 Eka.

2 Apana V Ili Kaiwai. E hoomaka anapuni ke kihi Komohana o keia, Ak [illegible] Kom [illegible] kh ma ka Kahawai. Hem. 68° Kom 3.47 kh ma Kahawai. Hem. 83½° Kom 4.20 kh ma [illegible] a hiki ma kahi i hoomaka'i, a malaki ia anapuni 1 [illegible] Eka.

3 Apana V Ili Chiancei. E hoomaka ma ke kihi Komohana o keia, Ak [illegible] Kom [illegible] kh ma ke [illegible] Hem. 43½° Kom 12.00 kh ma ke [illegible] Kom [illegible] kh ma Kula Ak [illegible] Kom [illegible] kh ma Kula, a hiki ma kahi i hoomaka'i, a malaki ia anapuni [illegible] Eka.

4 Apana VI Ili Kumuavitiwiti. E hoomaka ma ke kihi Komohana o keia, Ak [illegible] Kom [illegible] kh ma Kula Ak 16½° Kom 4.40 kh ma Kula Ak 67½° Kom 3.27 kh ma Kahawai. Hem [illegible] Kom [illegible] kh ma ke Kapaku Ak 77½° Kom 1.56 kh ma Poalima. Hem. 14½° Kom 63 kh ma ka Poalima. Hem. 73½° Kom 1.67 kh ma Poalima. Hem. 5° Kom 1.23 kh ma ka Kapaku Ak 80° Kom [illegible] kh ma ka Poalima. Hem. 85° Kom 56 kh ma ka Poalima. Hem. 85° Kom 2.91 kh ma ka Poalima. Hem. [illegible] Kom 2.1 kh ma Kula, a hiki ma kahi i hoomaka'i, a malaki ia anapuni 1 [illegible] Eka.

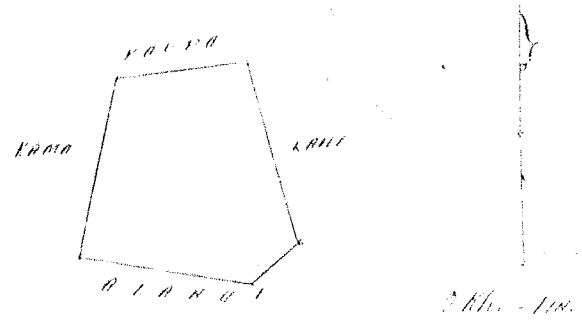
5 Apana VII Ili o Ukiki. E hoomaka ma ke kihi Komohana o keia, Ak [illegible] Kom [illegible] kh ma Kahue. Ak 38° Kom 1.81 kh ma Kahue. Hem. [illegible] Kom [illegible] kh ma Kahue, a hiki ma kahi i hoomaka'i, a malaki ia anapuni 24/100 Eka.

6 Apana VIII Ili Kapaka. E hoomaka ma ke kihi Komohana o keia, Ak 61½° Kom [illegible] kh ma Kahawai. Hem. [illegible] Kom [illegible] kh ma [illegible] Kom [illegible] kh ma Kula, a hiki ma kahi i hoomaka'i, a malaki ia anapuni 3 [illegible] Eka.

[illegible] 13, 1882

Vol 8 pg 451 [illegible]

713




Ukupaulua $3.00

W. L. Lee
G. M. Robertson
J. Kekaulahai
J. H. Smith

Honolulu February 11. 1854.

Hilu 3292 Mua Wailuku Maui

Auwai = ditch
Poalima = alii taro patch

Taro in the ili of Waikaninui

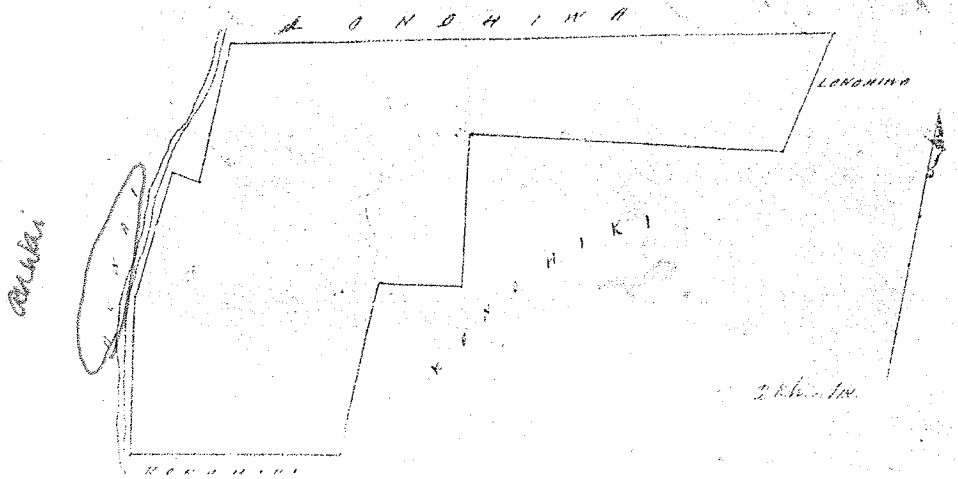
Kalo ma ka ili o Waikaninui Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| Hi | 79° ½ | Ko | 8.60 | Kh. ma ke | Lonohiwa |
| S. Hi | 3° ¼ W | Ko | 2.08 | along the ka | ditch Auwai |
| N. Ak. | 81° ½ W | Ko | .40 | along the " | Poalima |
| S Hi | 7° W | Ko | 1.93 | along the ditch | Auwai |
| Hi | 7° ¼ | Hi | 2.29 | " " | " |
| Ak | 81° | Hi | 3.02 | " ke | Konohiki |
| Ak | 3° | Hi | 2.61 | " " | " |
| Ak | 83° ½ | Hi | 1.13 | " " | " |
| Ak | 5° ½ | Ko | 2.24 | " " | " |
| Ak | 84° | Hi | 4.50 | " " | " |
| Ak | 12° ½ | Hi | 1.87 | " " | Lonohiwa a hiki ma |

ke kihi mua. — 2 97/100 Eka.

E. Bailey (Meaana ama)

Wailuku January 30. 1854.

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LGA 3292

730

# Helu 3294B Moomooiki Wailuku Maui

Mahele 1. Taro & pslot in the ili of Pohakukupukupu

Apana 1. Kalo & pahale ma ka ili o Pohakukupukupu Ehoomaka ma ke kihi Akau a e holo

| | | | | | |
|---|---|---|---|---|---|
| He | 78° | Kom | 1.11 | Kh. ma ko | Kaupe |
| He | 18° | Hi | 1.98 | " " | Konohiki |
| Ak | 70°¾ | Hi | 1.20 | " " | " |
| Ak | 71°½ | Hi | 1.99 | " " | " |
| Ak | 76°¾ | Hi | 2.85 | " " | " |
| Ak | 19° | Ko | .71 | " " | " |
| He | 71°½ | Ko | 4.85 | " " | " |
| Ak | 21°½ | Ko | 1.38 | " " | " a hiki ma ke kihi |

mua = 47/100 Eka.

Mahele 2 Taro in the same ili

Apana 1 Kalo ma ia ili hookahi no. Ehoomaka ma ke kihi Akau, a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 70°¼ | Ko | 3.84 | Kh. ma ko | Poolüliü |
| He | 84° | Ko | 1.73 | " " | Konohiki |
| He | 66°½ | Ko | 2.83 | " " | " |
| He | 28°¼ | Hi | .91 | " " | " |
| Ak | 66° | Hi | 2.94 | " " | " |
| He | 25°½ | Hi | .55 | " " | " |
| Ak | 71°½ | Hi | 4.80 | " " | " |
| Ak | 1°¼ | Hi | 1.14 | " " | " a hiki ma ke kihi |

mua = 84/100 Eka.

Taro in the ili of Kapalaalaea

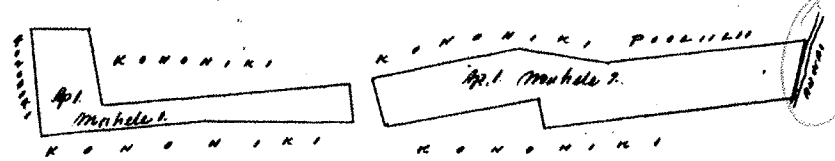
Apana 2 Kalo ma ka ili o Kapalaalaea. Ehoomaka ma ke kihi Akau a e holo.

| | | | | | |
|---|---|---|---|---|---|
| He | 80°¼ | Ko | 4.07 | Kh. ma ko | J. Pelletier |
| He | 84°¼ | Ko | 3.07 | " " | " |
| He | 5° | Hi | .62 | " " | " |
| Ak | 86°¼ | Hi | 2.79 | " " | Paiwi |
| Ak | 82°¼ | Hi | 4.30 | " " | " |
| Ak | 56° | Hi | .20 | " " | Konohiki |
| Ak | 14°¾ | | .73 | " " | " a hiki ma ke kihi |

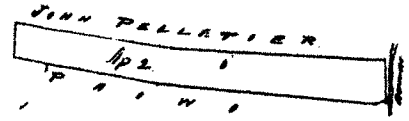
mua = ½ Eka.

C. Bailey
Meaanaaina

Wailuku Nov. 17. 1853




0.47
84
50
1.81




2 Kh = 1 in.

3294B

731 Ukupaulos ~~65.00~~

W. L. Lee
G. M. Robertson
J. Kikaulahao
J. K. Smith

Honolulu Maraki 21 1854.

Helu 5272c Kaneiaulu Wailuku Maui

Ma mu ili o Kuipa & Laie.
Ohoomaka ma ke kihi Ak a e holo
He 74½ Ko 1.89 Kh. ma ko Konohiki
He 22½ Hi 7.90 " " "
He 54° Ko 1.07 " " "
He 4½ Hi 2.24 " " Pa
He 13° Hi 2.04 " " Kaohiai
He 41° Hi 1.02 " " "
He 29¾ Ko 4.99 " " Lulu
He 8° Ko 1.77 " " "
He 57° Hi 1.54 " " Kekipi
Ak 30½ Hi 9.40 " " Kahawai
Ak 13° Hi 3.88 " " "
Ak 33¼ Ko 2.49 " " Aki
He 59° Ko .45 " " Kupanihi
Ak 40½ Ko 1.06 " " "
He 58° Ko .57 " " Poalima
He 54½ Ko 1.12 " " Kupanihi
Ak 16½ Ko 2.88 " " "
He 73½ Ko .68 " " Poalima
Ak 16½ Ko 1.13 " " "
Ak 73½ Hi .68 " " "
Ak 15¼ Ko 1.84 " " Keawe
Ak 15° Ko 1.14 " " Kupanihi a hiki ma
ke kihi mua = 5 72/100 Eka.

Wailuku Nov. 16. 1853.

E. Bailey
Meaanaama.

Ma kela aoao ke Kii

Ukupaulua $4.00

W. L. Lee
G. M. Robertson
J. Kikaulahao
J. K. Smith

Honolulu February 11 1854

Helu 3330 Lonohiwa Wailuku Maui

Jaro in the ili of Waikaninui

Auwai = ditch

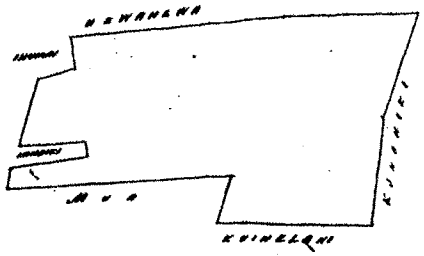
Kalo ma ka ili o Waikaninui. Ohumaka ma ke kiki Kom. Akau a e holo.

| | | | | | | |
|---|---|---|---|---|---|---|
| He | 16°½ | Hi. | 1.23 | Kh. ma ko | Ihumai | |
| He | 59° | Ko. | 1.44 | | | |
| S He | 9½ W | Ko. | 2.63 | along the | ka | Auwai ditch |
| Ak. | 79°½ | Hi. | 2.56 | " | ko | Kahaiki |
| He | 12°¾ | Hi. | .58 | " | " | " |
| He | 75°¾ | Ko. | 2.92 | " | " | " |
| S He | 3°¼ W | Ko. | .83 | along the | ka | Auwai ditch |
| Ak. | 79°½ | Hi. | 8.64 | " | ko | Mua |
| He | 12°½ | Ko. | 1.87 | " | " | |
| Ak. | 84°½ | Hi. | 6.10 | " | " | Kuihelani |
| Ak. | 1°½ | Hi. | 4.12 | " | " | Kamhiki |
| Ak. | 13°¼ | Hi. | 4.16 | " | " | |
| He | 80°¾ | Ko. | 5.42 | " | " | Hewahewa |
| He | 78° | Ko. | 8.27 | " | " | " a hiki ma ke |

kihi mua. 8 61/100 Eka.

E. Bailey, Meamaana

Wailuku January 30. 1854.




4 Kh. = 1 m.

Ukupaulua $6.00

W. L. Lee
G. M. Robertson
J. Kikaulahao
J. K. Smith

Honolulu February 11. 1854

3330

Ukupaulua $4.00

W. L. Lee
G. M. Robertson
~~J. H. Smith~~
J. Kekaulahao

Honolulu Januari 7. 1854.

Helu 3335 Naonohi Wailuku Maui.

Taro & houselot in the ili of Kapalaalaea.

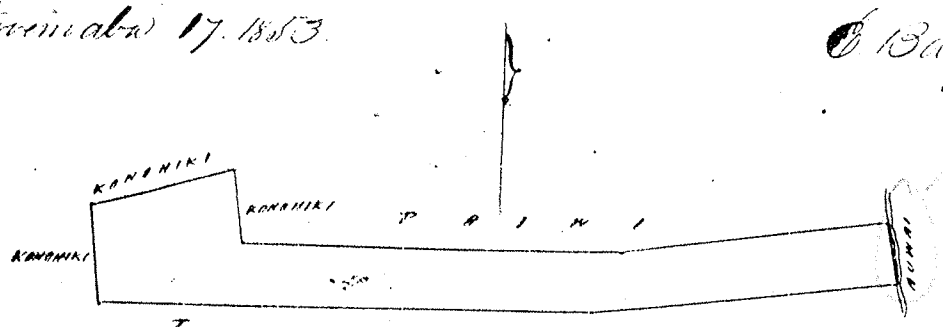
Kalo & Pahale ma ka ili o Kapalaalaea.

Ekuemaka ma ke hiki Hikina a e holo

| | | | | | |
|---|---|---|---|---|---|
| He | 83° | Ko. | 4.13 | Kh. ma ke | John Pelletier |
| Komohana pinoi | | | 6.46 | " " " | |
| Ak. | 4° | Ko. | 1.30 | " " " | Konohiki |
| Ak. | 75 1/2 | Hi. | 1.96 | " " " | " |
| He | 6° 3/4 | Hi. | 1.00 | " " " | " |
| Ak. | 89° 3/4 | Hi. | 5.10 | " " " | & Paiwi |
| Ak. | 82° 1/2 | Hi. | 3.48 | " " " | " |
| S He. | 12° | E Hi. | .78 | along the ditch ka auwai | a hiki ma ke hiki mua — until the initial point. |

Auwai = ditch

Wailuku. Novemaba 17. 1853. E Bailey. Maanaa




auwai

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L.C.A 3335

2 Kh. = 1 in.

Ukupaulua $4.00

W. L. Lee
G. M. Robertson
J. H. Smith
J. Kekaulahao

Honolulu Januari 7. 1854.

Helu 2435 Kahooke Wailuku Maui

Ma ka ili o Waimiki.

Ekuemaka ma ke hiki Hikina a e holo.

He 46 1/4 Ko. 6.41 Kh. ma ke Kaauwai & Kauka

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LCA 3335

Ukupaulo $6.00
W. L. Lee
G. M. Robertson
J. Kekaulahao
S. K. Smith

Honolulu Januari 7 1854

Helu 3497 Kaulahea ✓ Wailuku Maui

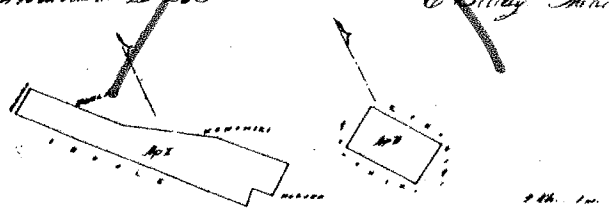
Apana 1 Kale ma ka ili o Papohaku
Chiomaka ma ke kihi Hekema a e hole

| | | | | | |
|---|---|---|---|---|---|
| Ak | 45° | Ki | 2.00 | Kh. | ma ke Kouhiki |
| Ak | 58°½ | Ki | 2.34 | " | " ka Pale |
| Ak | 43°½ | Ki | 2.52 | " | " |
| Hi | 52° | Ki | 80 | " | " ka Pohima |
| Hi | 43°½ | Hi | 6.31 | " | " ka Pinole |
| Ak | 45°½ | Hi | 48 | " | " Holoua |
| Hi | 46° | Hi | 49 | " | " |
| Ak | 49° | Hi | 93 | " | " a hiki ma ke kihi mua. 11/100 Eka. |

Apana 2 Pahale ma Papohaku Chiomaka ma ke kihi Akau a e hole

| | | | | | |
|---|---|---|---|---|---|
| Hi | 53° | Ki | 1.25 | Kh. | ma ke ke Kouhiki |
| Hi | 37° | Hi | 2.00 | " | " |
| Ak | 53° | Hi | 1.25 | " | " |
| Ak | 37° | Ki | 2.00 | " | " a hiki e ke kihi mua ¼ Eka. |

Wailuku Novemaba 22 1853 E. Bailey Maanamana



Ukupaulo $5.00
W. L. Lee
G. M. Robertson
J. Kekaulahao
S. K. Smith

Honolulu Januari 7 1854

Helu 3387 Pooliilii ✓ Wailuku Maui

9 Loi ma ka ili o Kahewa. 9 Taro patches in the ili of Kahewa
Chiomaka ma ke kihi Hema a e hole

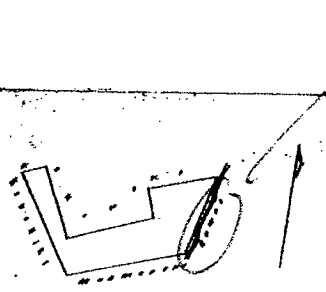
| | | | | | |
|---|---|---|---|---|---|
| Ak | 70°½ | Hi | 3.07 | Kh. | ma ke Koomoiki |
| Ak | 13° | Hi | 2.29 | " | " ka Auwai |
| Hi | 72°½ | Ki | 1.77 | " | " ke Kouhiki |
| Hi | 17°½ | Hi | 83 | " | " |
| Hi | 67°½ | Ki | 2.30 | " | " |
| Ak | 24°½ | Ki | 2.02 | " | " |
| Hi | 68° | Ki | 62 | " | " |
| Hi | 34° | Hi | 3.03 | " | " a hiki ma ke kihi mua. 58/100 Eka |

Wailuku Novemaba 17 1853 E. Bailey Maanamana

10'i = taro patch
auwai = ditch

N 13° E 2.29 chains along the ditch

LCA 3387




Ukupaulo a 64.00

W. L. Lee
J. M. Alanuiau
J. Nakaulahau
C. K. Lucas

Honolulu Ianuari 7 1854

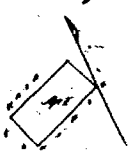
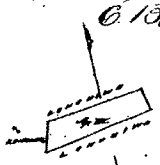
Kelu 2436 Kahaiki ✓ ✓ Wailuku Maui

Apana 1 Kalo ma ka ili o Kahaikupukupu
Ehommaka ma ke kihi Akau a o kela
Ke 63° 3/4 Ki 2.08 Hik ma ke Kuahaholokuau
Ke 18° 1/4 Ki 1 " " Kauhiki
Mk 62° 3/4 Ki 2.11 " " "
Mk 26° 1/2 Ki 1.01 " " " a hiki ma ke kihi mua 22/100 Eka

Apana 2 Kalo ma ka ili o Kelu Ehommaka ma ke kihi Hema a o kela
Mk 18° Ki 2.09 Kik ma ka auwai a Kauhiki
Mk 68° 1/2 Ki 1.81 " " ke Kuahaholokuau
Mk 18° 1/2 Ki 94 " " "
Ke 71° 3/4 Ki 1.67 " " "
Mk 23° 1/4 Ki 1.45 " " Kauhiki
Mk 61° Ki 1.84 " " "
Mk 15° Ki 91 " " "
Mk 64° 1/2 Ki 2.13 " " "
Ke 23° Ki 95 " " "
Mk 59° Ki 1.87 " " "
Ke 23° 1/2 Ki 1.90 " " "
Mk 66° Ki 1.19 " " "
Ke 11° Ki 1.07 " " "
Ke 69° Ki 1.35 " " "
Ke 33° Ki 99 " " "
Ke 59° Ki 3.28 " " "
Ke 35° 1/2 Ki 98 " " "
Mk 57° Ki 1.13 " " "
Ke 53° Ki 86 " " "
Ke 69° 3/4 Ki 1.10 " " " a hiki ma ke kihi mua 2 78/100 Eka

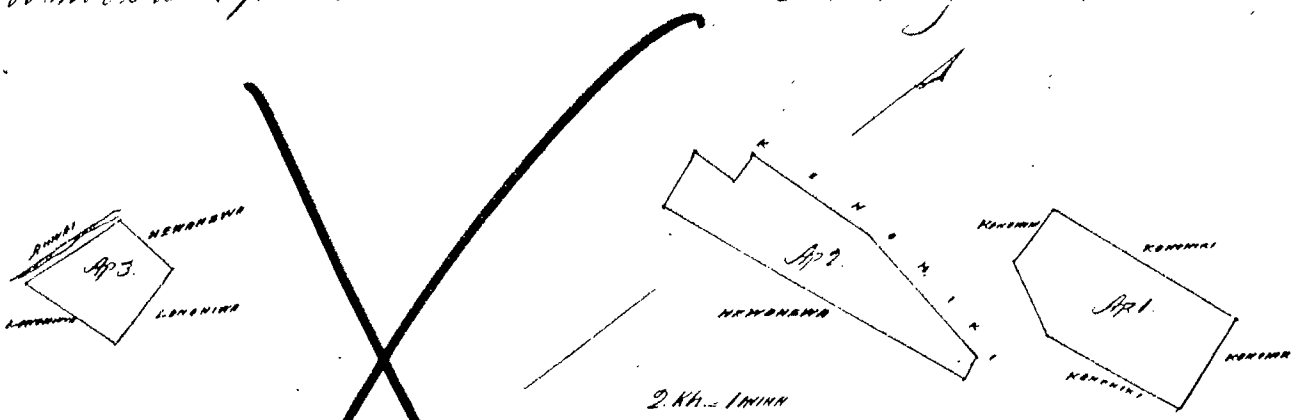
Apana 3 Kalo ma ka ili o Kuikamauwi Ehommaka ma ke kihi Hema a o kela
Mk 75° 1/2 Ki 2.92 Kik ma ke Kauhiki
Mk 19° 1/2 Ki 98 " " "
Ke 70° 1/2 Ki 2.65 " " "
Ke 74° Ki 82 " " Kauhiki a hiki ma ke kihi mua 11/100 Eka

Wailuku Nowemoba 17 1853 C. J. Bailey Hoonaauao

Ak. 69° Hi. 1.44 " " ko Lonohiwa
Ak. 16½ Ko. 1.23 " " " " a hiki ma ke kihi mua 16/100 C

Wailuku Novemaba 17.1853 C. Bailey Meaanaaina




Ukapaulva $ 4.00

W. L. Lee
G. M. Robertson
J. Kikaulahao
J. K. Smith

Honolulu Januari 7. 1854.

Helu 3388. Paiwi Wailuku Maui

Taro in the ili of Kapaaalaea
Kalo ma ka ili Kapalaalaea. Auwai = ditch
Ohumaka ma ke kihi Komohana Hema a e hole. Kalo = taro

Ak. ½ Hi. .60 Kh. ma ko Konohiki
Ak. 86¼ Hi. 2.79 " " " Moomoiki
Ak. 82¼ Hi. 4.30 " " "
S He 12° E Hi. .91 along the ka Auwai ditch
He 82½ Ko. 3.48 " " ko Naonohi
He 89¾ Ko. 3.71 " " " " a hiki ma ke kihi mua 56/100 C

Wailuku Novemaba 17.1853. C. Bailey Meaanaaina

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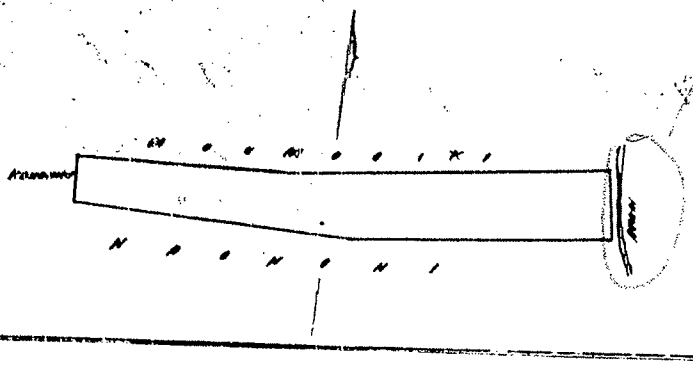
p 487
Helu 3388



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Helu 3388

2.Kh.-1m.

Ukupaulea $4.00

W. L. Lee
G. M. Robertson
J. Kekaulahas
J. K. Smith

Honolulu January 7. 1854.

Helu 6409 Kupanihi Wailuku Ma

Apana 1. Ma ka ili o Laie
Chiomaka ma ke kihi Akau o hole.

| | | | | | |
|---|---|---|---|---|---|
| Ho | 78°½ | Ko. | 2.63 | Kh. ma ke | Konohiki |
| Ho | 15° | Hi. | 1.14 | " " | Kanaiaulu |
| Ak. | 75° | Hi. | 1.11 | " " | Keawe |
| Ho | 16° | Hi | 1.93 | " " | " |
| Ho | 71°½ | Ko. | 1.13 | " " | " |
| Ho | 16°½ | Hi. | 3.8[illegible] | " " | Poalima & Kanaiaulu |
| Ak. | 54°½ | Hi. | 1.12 | " " | " |
| Ak | 14° | Ko. | .17 | " " | Poalima |
| Ak. | 64°½ | Hi. | 1.2[illegible] | | |

Hdu 4461 Kawaa ✓ Wailuku. Maui.

Taro in the ili of Puohala

Apana 1. Kalo ma ka ili o Puohala.

Chuomaka ma ke kihi Komohana Akau a e hele

| | | | | | |
|---|---|---|---|---|---|
| Ak. | 62°¼ | Hi. | 4.78 | Kh. ma ko | Kaiaholokuaau |
| Ak. | 59°½ | Hi. | 2.25 | " " " | |
| Hi. | 26°¼ | Hi. | 1.67 | " " " | Kaleo |
| Ak. | 65°½ | Hi. | 1.10 | " " " | " |
| Ak. | 25° | Ko. | 1.76 | " " " | |
| Ak. | 59°½ | Hi. | .45 | " " " | Kaiaholokuaau |
| Ak. | 23°¼ | Ko. | .55 | " " " | " |
| Ak. | 67° | Hi. | .33 | " " " | " |
| Hi. | 30° | Hi. | 1.45 | " " " | Konohiki. |
| Hi. | 61½ | Ko. | .37 | " " " | " |
| Hi. | 28° | Hi. | 1.83 | " " " | " |
| Ak. | 63° | Hi. | .70 | " " " | " |
| Hi. | 20° | Hi. | 1.91 | " " " | " |
| Hi. | 66°½ | Ko. | 4.55 | " " " | " |
| Ak. | 19°½ | Ko. | 2.59 | " " " | Kaiaholokuaau. |
| Hi. | 77°¼ | Ko. | 1.50 | " " " | " |
| Hi. | 65° | Ko. | 3.96 | " " " | " |
| Ak. | 7° | Ko. | 1.00 | " " " | Konohiki. a hiki ma ke kihi mua |

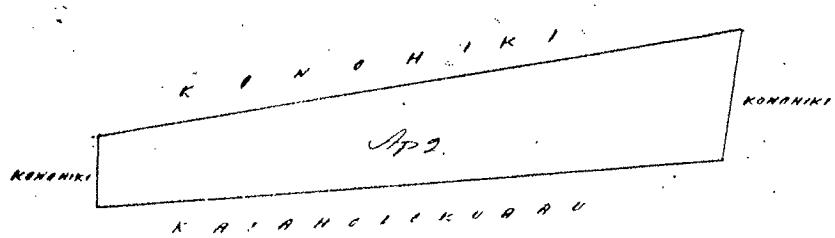
Taro in the ili of Puohala.

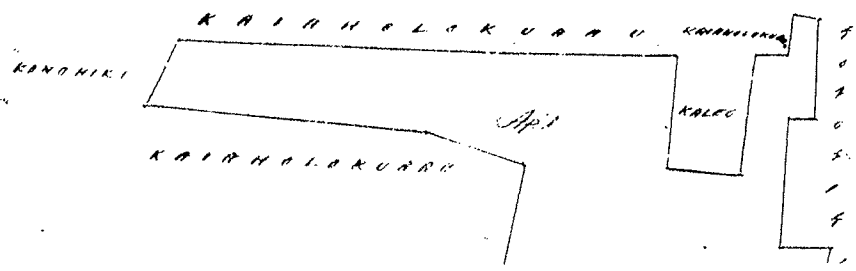
Apana 2 Kalo ma ka ili of Puohala. Chuomaka ma ke kihi Akau a e hele

| | | | | | |
|---|---|---|---|---|---|
| Hi. | 50° | Ko. | 7.20 | Kh. ma ko | Konohiki. |
| Hi. | 28°¾ | Hi. | 1.00 | " " " | " |
| Ak. | 55° | Hi. | 8.88 | " " " | Kaiaholokuaau. |
| Ak. | 23°¼ | Ko. | 1.78 | " " " | Konohiki. a hiki ma ke kihi mua. 1 22/100 |

Wailuku Novemaba 29. 1853.

C. Bailey Meaanaaina.

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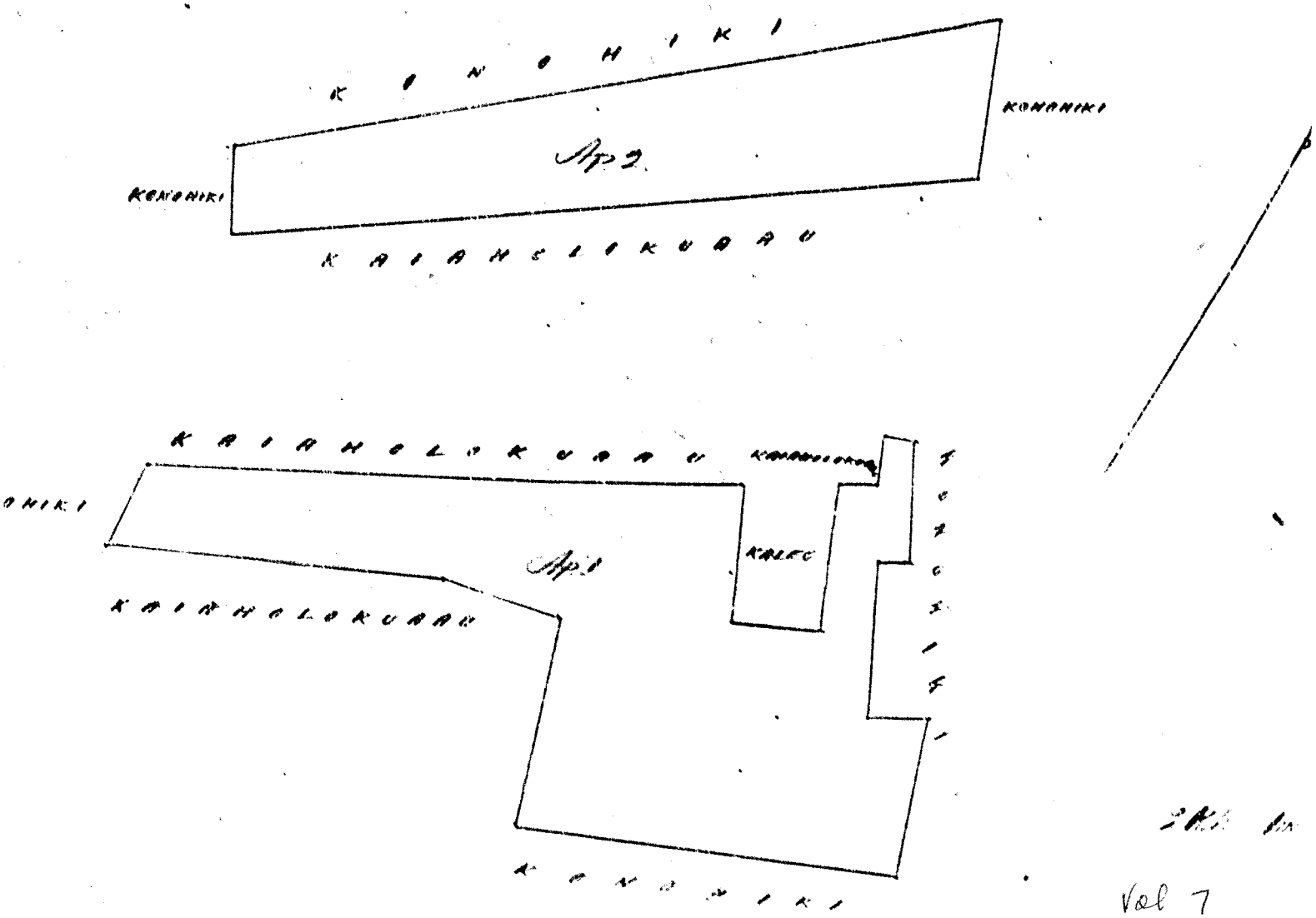
60° Ko. 3.96 " " " "
7° Ko. 1.00 " " " Konohiki a hiki ma

Kalo ma ka ili of Puohala. Ohoomaka ma ke kihi Akau
50° Ko. 9.20 Sh. ma ke Konohiki
28°3/4 Hi. 1.00 " " "
55° Hi. 8.88 " " " Kaiaholokuaau
23°1/4 Ko. 1.78 " " " Konohiki a hiki ma ke kihi

Novemaba 29. 1853.

C. Bailey Mea

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Ukupanlo

## SUMMARIES OF WCE LCAs and SUPPORTING DOCUMENTS
### ORIGINAL

| *Royal Patent* | *Land Court Award* | *Awarded To:* | *Native Volume* | *Native Page* | *Foreign Volume* | *Foreign Page* | *Alt Volume* | *Alt Page* |
|---|---|---|---|---|---|---|---|---|
| 7774 | 3335 | Naonohi | 9 | 602 | 7 | 407 | | |
| 6101 | 3388 | Paiwi | 9 | 639 | 7 | 451 | | |
| 6102 | 3294-B:2 | Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 5289 | 3488 | Kaawa | 9 | 636 | 7 | 448 | | |
| 5366 | 377 | John Pillitier | 15 | 102 | 1 | 140 | | |
| 7432 | 3498 | Kaupe | 9 | 619 | 7 | 429 | | |
| 6102 | 3294-B:1:M:1 | to Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 7790 | 2495:1,2,3,4 | Kaiaholokuaau | 9 | 592 | 7 | 395 | | |
| 5376 | 406,1 | Napela | 2 | 132 | 16 | 12 | | |
| | 3292 | Mua | 9 | 644 | 7 | 457 | | |
| 997 | 453,2 | Kuihelani | 2 | 183 | | | | |
| 5154 | 3275-E | Kaleo | 5 | 335 | 7 | 550 | | |
| 6630 | 4461,1,2 | Kawaa | 9 | 616 | 7 | 424 | | |
| 2009 | 2436,1,3 | Kahaiki | 9 | 642 | 7 | 454 | | |
| 5973 | 2502,1 | Ihumai | 9 | 641 | 7 | 454 | | |
| 6298-6458 (por.) | 3225 | Opunui | 9 | 639 | 7 | 452 | | |
| 6888(por.) | 3237 | Hewahewa | 9 | 649 | 7 | 463 | | |
| 3652(por.) | 2503,2 | Ohule | 9 | 584 | 7 | 387 | | |
| 2009(por.) | 2436,2 | kahaiki | 9 | 642 | 7 | 454 | | |
| 6529(por.) | 2533,1 | Malaihi | 9 | 626 | 7 | 436 | | |
| 6437(por.) | 2533,1 | Malaihi | 9 | 626 | 7 | 436 | | |
| 997(por.) | 453,1 | Kuihelani | 2 | 183 | | | | |
| 6397(por.) | 2435 | Kahooke | 9 | 615 | 7 | 423 | | |
| 6065(por.) | 3387 | Pooliilii | 9 | 656 | 8 | 4 | | |
| 4424(por.) | 3330 | Lonohiwa | 9 | 644 | 7 | 457 | | |
| 4622(por.) | 3330 | Lonohiwa | 9 | 644 | 7 | 457 | | |
| 7302(por.) | 4452,9 | H. Kalama | 10 | 358 | 10 | 358 | | |
| 6102(por.) | 3294-B,1,M,2 | Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 5973(por.) | 2502,3 | Ihumai | 9 | 641 | 7 | 454 | | |

EXHIBIT NO.
**2189 WCEIC - 220**

## SUMMARIES OF WCE LCAs and SUPPORTING DOCUMENTS
## NATIVE SORT

| *Royal Patent* | *Land Court Award* | *Awarded To:* | *Native Volume* | *Native Page* | *Foreign Volume* | *Foreign Page* | *Alt Volume* | *Alt Page* |
|---|---|---|---|---|---|---|---|---|
| 5376 | 406,1 | Napela | **2** | **132** | 16 | 12 | | |
| 997 | 453,2 | Kuihelani | **2** | **183** | | | | |
| 997(por.) | 453,1 | Kuihelani | **2** | **183** | | | | |
| 5154 | 3275-E | Kaleo | **5** | **335** | 7 | 550 | | |
| 3652(por.) | 2503,2 | Ohule | **9** | **584** | 7 | 387 | | |
| 7790 | 2495:1,2,3,4 | Kaiaholokuaau | **9** | **592** | 7 | 395 | | |
| 7774 | 3335 | Naonohi | **9** | **602** | 7 | 407 | | |
| 6397(por.) | 2435 | Kahooke | **9** | **615** | 7 | 423 | | |
| 6630 | 4461,1,2 | Kawaa | **9** | **616** | 7 | 424 | | |
| 7432 | 3498 | Kaupe | **9** | **619** | 7 | 429 | | |
| 6529(por.) | 2533,1 | Malaihi | **9** | **626** | 7 | 436 | | |
| 6437(por.) | 2533,1 | Malaihi | **9** | **626** | 7 | 436 | | |
| 5289 | 3488 | Kaawa | **9** | **636** | 7 | 448 | | |
| 6101 | 3388 | Paiwi | **9** | **639** | 7 | 451 | | |
| 6298-6458 (por.) | 3225 | Opunui | **9** | **639** | 7 | 452 | | |
| 5973 | 2502,1 | Ihumai | **9** | **641** | 7 | 454 | | |
| 5973(por.) | 2502,3 | Ihumai | **9** | **641** | 7 | 454 | | |
| 2009 | 2436,1,3 | Kahaiki | **9** | **642** | 7 | 454 | | |
| 2009(por.) | 2436,2 | kahaiki | **9** | **642** | 7 | 454 | | |
| | 3292 | Mua | **9** | **644** | 7 | 457 | | |
| 4424(por.) | 3330 | Lonohiwa | **9** | **644** | 7 | 457 | | |
| 4622(por.) | 3330 | Lonohiwa | **9** | **644** | 7 | 457 | | |
| 6888(por.) | 3237 | Hewahewa | **9** | **649** | 7 | 463 | | |
| 6102 | 3294-B:2 | Moomooiki | **9** | **655** | 8 | 3 | 16 | 66 |
| 6102 | 3294-B:1:M:1 | to Moomooiki | **9** | **655** | 8 | 3 | 16 | 66 |
| 6102(por.) | 3294-B,1,M,2 | Moomooiki | **9** | **655** | 8 | 3 | 16 | 66 |
| 6065(por.) | 3387 | Pooliilii | **9** | **656** | 8 | 4 | | |
| 7302(por.) | 4452,9 | H. Kalama | **10** | **358** | 10 | 358 | | |
| 5366 | 377 | John Pillitier | **15** | **102** | 1 | 140 | | |

| SUMMARIES OF WCE LCAs and SUPPORTING DOCUMENTS<br>FOREIGN SORT | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Royal Patent* | *Land Court Award* | *Awarded To:* | *Native Volume* | *Native Page* | *Foreign Volume* | *Foreign Page* | *Alt Volume* | *Alt Page* |
| 5366 | 377 | John Pillitier | 15 | 102 | 1 | 140 | | |
| 3652(por.) | 2503,2 | Ohule | 9 | 584 | 7 | 387 | | |
| 7790 | 2495:1,2,3,4 | Kaiaholokuaau | 9 | 592 | 7 | 395 | | |
| 7774 | 3335 | Naonohi | 9 | 602 | 7 | 407 | | |
| 6397(por.) | 2435 | Kahooke | 9 | 615 | 7 | 423 | | |
| 6630 | 4461,1,2 | Kawaa | 9 | 616 | 7 | 424 | | |
| 7432 | 3498 | Kaupe | 9 | 619 | 7 | 429 | | |
| 6529(por.) | 2533,1 | Malaihi | 9 | 626 | 7 | 436 | | |
| 6437(por.) | 2533,1 | Malaihi | 9 | 626 | 7 | 436 | | |
| 5289 | 3488 | Kaawa | 9 | 636 | 7 | 448 | | |
| 6101 | 3388 | Paiwi | 9 | 639 | 7 | 451 | | |
| 6298-6458 (por.) | 3225 | Opunui | 9 | 639 | 7 | 452 | | |
| 2009 | 2436,1,3 | Kahaiki | 9 | 642 | 7 | 454 | | |
| 5973 | 2502,1 | Ihumai | 9 | 641 | 7 | 454 | | |
| 2009(por.) | 2436,2 | kahaiki | 9 | 642 | 7 | 454 | | |
| 5973(por.) | 2502,3 | Ihumai | 9 | 641 | 7 | 454 | | |
| | 3292 | Mua | 9 | 644 | 7 | 457 | | |
| 4424(por.) | 3330 | Lonohiwa | 9 | 644 | 7 | 457 | | |
| 4622(por.) | 3330 | Lonohiwa | 9 | 644 | 7 | 457 | | |
| 6888(por.) | 3237 | Hewahewa | 9 | 649 | 7 | 463 | | |
| 5154 | 3275-E | Kaleo | 5 | 335 | 7 | 550 | | |
| 6102 | 3294-B:2 | Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 6102 | 3294-B:1:M:1 | to Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 6102(por.) | 3294-B,1,M,2 | Moomooiki | 9 | 655 | 8 | 3 | 16 | 66 |
| 6065(por.) | 3387 | Pooliilii | 9 | 656 | 8 | 4 | | |
| 7302(por.) | 4452,9 | H. Kalama | 10 | 358 | 10 | 358 | | |
| 5376 | 406,1 | Napela | 2 | 132 | 16 | 12 | | |
| 997 | 453,2 | Kuihelani | 2 | 183 | | | | |
| 997(por.) | 453,1 | Kuihelani | 2 | 183 | | | | |

## SUMMARIES OF WCE LCAs and SUPPORTING DOCUMENTS
## CHECK LIST

| *Land Comission Award* | *Royal Patent Number* | *Awarded To:* | *Native Registers* | | *Native Testimony* | | *Foreign Register* | *Foreign Testimony* |
|---|---|---|---|---|---|---|---|---|
| | | | *Eng* | *Haw* | *Eng* | *Haw* | | |
| 377 | 5366 | John Pillitier | **None** | **None** | **None** | **None** | x | x |
| 406 | 5376 | Napela | x | x | x | x | **None** | x |
| 453:1,2 | 997; 997(por.) | Kuihelani | x | x | x | x | **None** | **None** |
| 2434 | 6397(por.) | Kahooke | x | x | x | x | **None** | x |
| 2436:1,2,3 | 2009; 2009(por.) | Kahaiki | x | x | x | x | **None** | x |
| 2495 | 7790 | Kaiaholokuaau | x | x | x | x | **None** | x |
| 2502:1,3 | 5973; 5973(por.) | Ihumai | x | x | x | x | **None** | x |
| 2503 | 3652(por.) | Ohule | x | x | x | x | **None** | x |
| 2533 | 6529(por.); 6437(por.) | Malaihi | x | x | x | x | **None** | x |
| 3225 | 6298-6458 (por.) | Opunui | x | x | x | x | **None** | x |
| 3237 | 6888(por.) | Hewahewa | x | x | x | x | **None** | x |
| 3292 | | Mua | x | x | x | x | **None** | x |
| 3330 | 4424(por.); 4622(por.) | Lonohiwa | x | x | x | x | **None** | x |
| 3335 | 7774 | Naonohi | x | x | x | x | **None** | x |
| 3387 | 6065(por.) | Pooliilii | x | x | x | x | **None** | x |
| 3388 | 6101 | Paiwi | x | x | x | x | **None** | x |
| 3488 | 5289 | Kaawa | x | x | x | x | **None** | x |
| 3498 | 7432 | Kaupe | x | x | x | x | **None** | x |
| 4452 | 7302(por.) | H. Kalama | x | x | x | x | **None** | x |
| 4461 | 6630 | Kawaa | x | x | x | x | **None** | x |
| 3275-E | 5154 | Kaleo | **None** | **None** | x | x | **None** | x |
| 3294-B:1,2; M:1,2 | 6102; 6102; 6102(por.) | Moomooiki | **None** | **None** | x | x | **None** | x |

**SCHEDULE "1"**

Google earth

feet 1000
meters 300

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Google earth

miles 1
km 2

EXHIBIT NO.
2189 WCEIC - 222

WAILUKU COUNTRY ESTATES COMMUNITY ASSOCATION, INC.

ARCHITECTURAL DESIGN GUIDELINES

October 28, 2002, April 24, 2013


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4.6.3 Substantial Completion Inspection

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4.7 WCE Covenants

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## 2.0 SITE DEVELOPMENT AND LANDSCAPING STANDARDS

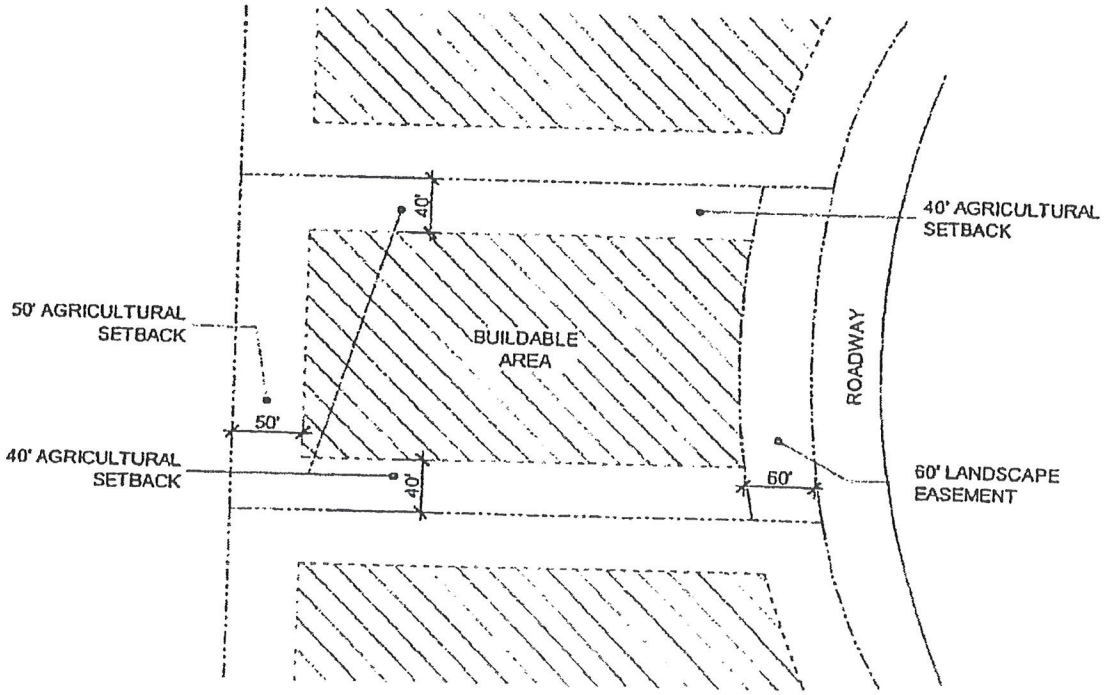
**Each Lot consists of setbacks and various site development control areas. As described below, the areas designated for each Lot include the Buildable Area that is defined by the Setbacks (front, side and rear), Landscape Area and Agricultural Area. When portions of gulches are included within a Lot and it is desirable to maintain the natural character of the gulch, a Natural Area has been designated to control Improvements within this area.**

### 2.1 Buildable Area

**The Buildable Area is the portion of each Lot defined by setbacks and is the area within which the Residence must be built. No structures, except for walls and fences, shall be allowed outside the Buildable Area. Roof or trellis overhangs may extend no more than 3 feet outside of the designated Buildable Area.**

**As shown in Figure 2.1, the Buildable Area has been established for each Lot. The Owner should review the designated Buildable Area of his Lot, if necessary; consult with the Design Review Committee to clarify its location.**

FIGURE 2.1: BUILDABLE AREA AND SETBACKS



## 2.2 Setback

**Front, rear and side yard setbacks are established for each Lot as follows:**

**(a) Front yard setback shall be 60 feet from the Lot's property line fronting the roadway, and includes the Landscape Area and Agricultural Area. If the lot has a drainage swale on the front boundary, the owner is NOT allowed to:**

1) Alter any grade
2) No landscaping in drainage swale
3) Driveway may not alter flow of water.

**(b) Side yard setbacks are designated at 40 feet.**

**(c) Rear yard setback shall be a minimum of 50 feet from the Lot's rear property line. For Lots that are adjacent to an existing natural drainage way and include a designated floodway easement, the rear yard setback shall be the limit of the floodway easement or 50 feet, whichever is greater. Exception to the rear setback are lots that are on the perimeter of subdivision, they will be allowed to build on rear boundary subject to County and geographical considerations.**

### 2.3 Landscape Area

**The landscape area is the entire front portion of the Lot that fronts the roadway. The Landscape Area is to be improved and maintained by the Owner as approved by the Design Review Committee. Provided at a minimum width of 60 feet, the landscaping within this area should provide a uniform and cohesive treatment throughout the Project. If the lot is fronted by a drainage swale the owner must not landscape in the swale area. However the width of the swale will be considered part of the 60' setback and not reduce the building area of Lot. All lot owners must keep vegetation trimmed so as not to impact the common area, sprinklers and irrigation lines.**

**2.3.1 Landscape. Area and Agricultural Area zone: Generally designated at a depth of 60 feet along the roadway frontage, 40 feet along side yards, and 50 feet along the rear yard of the Lot, landscaping within these zones arc restricted to uses defined in the CC&R's. As provided for in Section 2.8, the driveway and related improvements allow for accent plantings related to the entry and gate walls.**

**2.3.2 Buildable Area and Setback Areas: The landscape plantings within these areas should include an informal arrangement of trees, shrubs and groundcovers to compliment the Residence and provide a transition of scale to the generally open landscape character of Wailuku Country Estates.**
**The front yard landscaping is established by the street landscaping. In general, the rear and side yard setback areas should be utilized as extensions of the Residence and blend with the natural terrain. As shown in Figure 2,4, the use of open lawn areas with informal groupings and massings of trees and shrubs can create a natural setting for the Residence and enhance the Project's overall landscape character.**

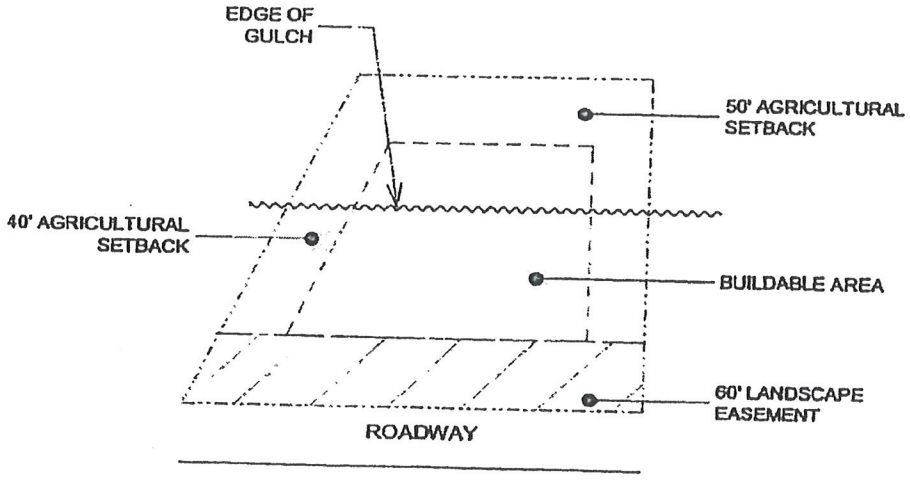
## 2.4 Agricultural Area

The Agricultural Area is a minimum width of 40 feet along the side yards and 50 feet along the rear yard. Lots on the perimeter of the subdivision will not be required to have a rear setback, thus no landscaping requirement.

## 2.5 Natural Area

The Natural Area encompasses the gulch areas within Lots where it is desirable to maintain the natural character of the gulch. The gulches are generally characterized by lands with slopes of 20 percent or greater, inaccessible without major land form adjustments, and densely vegetated. Any proposed modifications to the existing vegetation or Improvements within this Area are subject to the review of the Design Review Committee.

FIGURE 2.2: TYPICAL LOT EASEMENTS AND AREAS




## 2.6 Landscaping

Landscape improvements should reflect the rural character, quality, simplicity and understated elegance of Wailuku Country Estates. The tree-lined roadways. densely vegetated gulches that traverse the Project and the broad open vistas create the overall landscape framework. The landscape design for each Lot should blend with the existing terrain of the surrounding area. The Wailuku Country Estates has been designed to utilize the site's natural terrain and is landscaped sparingly to create an open appearance that is dominated by spectacular views of Central Maui, the West Maui mountains and the ocean. The landscaping within the Lot should provide a natural transition from the surrounding area to the Residence; blending the Residence into the terrain and backdrop of the hillside. Refer to Figure 2.3.

Landscape plans shall be prepared and include a planting plan indicating the final mature height of trees and shrubs and an irrigation plan that provides for the connection to the Irrigation Water System. See also CC&Rs. The landscape design, should conform to the following guidelines:

Use a limited palette of plant materials to establish the overall landscape theme for the Lot and reinforce the landscape character of the development within a landscape transition area from the boundary to the Residence, Refer to Figures 2.3 and 2A.

Use informal spacing and groupings of trees to create a natural setting for the Residence.

Use landscaping to blend the Residence into the terrain. Where retaining walls are used, cascading vines and shrubs may be used to soften these structural elements,

(d) Except for the existing trees within the front yard setback, and trees within Natural Areas, all trees shall not exceed 45 feet in height.

In order to achieve the desired landscape character, each Lot has general landscape requirements. Within the Landscape and Agricultural Areas, the Buildable Area and setback areas, and the Natural Area (if any) of each Lot, the general landscape requirements are outlined below and illustrated in Figures 2.3 and 2.4. For additional information and requirements refer to the CC&R's.

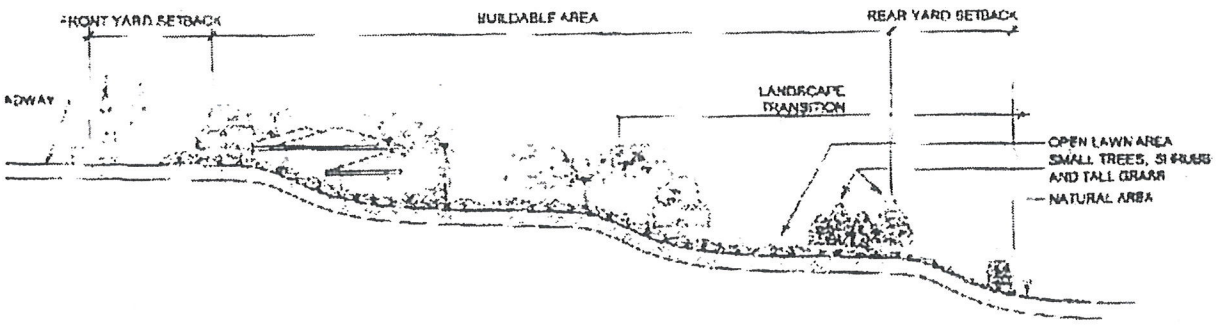
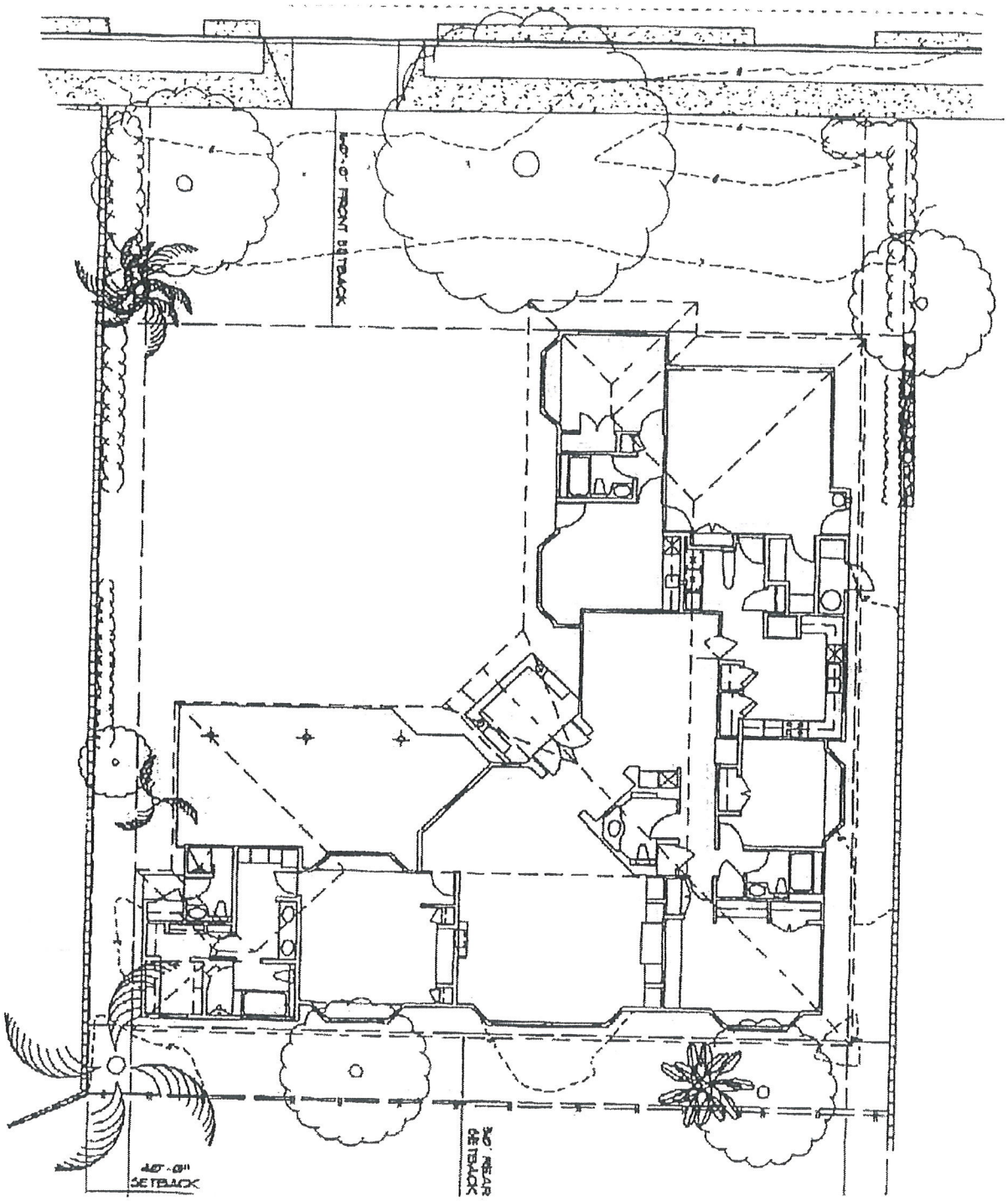



FIGURE 2.3: LANDSCAPE CHARACTER: BLED RESIDENCE INTO TERRAIN




## 2.7 Farm Plan

**Farm plans shall be prepared and include a planting plan indicating the final mature height of trees and shrubs and an irrigation plan that provides for the connection to the Irrigation Water System. The farm plan submitted to the Design Review Committee should reflect the plan submitted to the County of Maui planning department.**

Changes to the farm plan may be drawn out by owner and submitted to the DRC for approval. Any changes to the farm plan required by the County of Maui, should also be submitted to the Design Review Committee.

2.7.1 Three Trees: As a part of your farm plan, there must be three trees planted from the most current approved County of Maui Tree list within 60' of the front of your property along roadways within the subdivision.

2.7.2 Natural Area: The Natural Area is generally dominated by two or three tree or shrub species. The landscape character of the Natural Areas should be maintained and no Improvements made without the prior written approval of the Design Review Committee. To blend the Lot's landscaping with the Natural Area, landscaping of adjacent areas should utilize the same or similar trees and shrubs found in Natural Area. No trees shall be trimmed or removed from the Natural Area without the prior written approval of the Design Review Committee.

## 2.8 Site Drainage

Site drainage and related grading must be done with minimum disruption to the Lot, Surface water shall not drain into adjoining Lots, except as established by natural or existing drainage patterns, nor cause a condition that could lead to soil erosion. To provide for concentrated flows and to protect the surrounding areas from erosive drainage conditions, some Lots are provided with a subsurface drain line lateral from the Project's drainage system. Where provided, the Lot's drainage system shall be connected to this drainage system. Natural drainage ways and designated Drainage Easements shall not be obstructed. A detailed drainage plan shall be prepared by an Engineer and submitted for review and approval of the Design Review Committee, See also Sections 3.5 (c) and (d).

## 2.9 Driveways

The location of access driveways must be sited to avoid the street trees, drainage ways, water laterals, and utility service lines. To provide a cohesive landscape treatment along the roadway, designs for the driveway, related entry walls, and gates shall be reviewed by the Design Review Committee. The driveway treatment shall extend to the Buildable Area. A driveway may be allowed within the side yard setback, but shall be a minimum of 30 feet from any adjoining Lot. Existing rock walls shall not be modified unless approved by the Design Review Committee.

Lots shall be limited to one driveway access. However, if a Lot's width (along the roadway frontage) is greater than its depth, two driveway accesses may be allowed. Driveway connections to the roads shall follow the contours of road shoulders and swales and shall otherwise comply with the uniform design established by the Design Review Committee. All porte cocheres and turnarounds shall be within the Buildable Area. Refer to Section 3.10. All driveways under Section 2.9 of the Guidelines will be constructed using only those paving materials defined in Section 3.10 (d) of the guidelines.

3.19 Solar Energy, Heat Pumps and Energy Savings (EPA Energy Star Program)

(a) Wailuku Country Estates is participating in the Energy Star program sponsored by Maui Electric Co. Ltd. to promote energy savings. Any person building or remodeling a home in Wailuku Country Estates shall comply with the "Hawaii Energy Star Equivalency Program Summary" attached to these Architectural Design Guidelines as Attachment 1 and shall install a solar energy system approved by Maui Electric Company, Ltd. (MECO) and installed by a MECO participating contractor.

(b) Solar Arrays must be approved by the Design Review Committee and reasonable restrictions may be added to shield solar arrays from street or neighboring view planes.

3.20 Second Farm Dwellings

Second Farm Dwellings should be designed as a single visual element with the Residence, and should be visually similar. Second Farm Dwellings shall be limited to one per lot not including buildings used solely for agricultural purposes. The Second Farm and Accessory Dwellings shall also comply with any applicable zoning laws, rules, and regulations adopted by the State of Hawaii and the County of Maui.

(a) All accessory use buildings shall be a maximum of 1000 sq. ft. total, excluding enclosed garages and lanais. If an open parking area is constructed it must be shielded by landscape barriers.

(b) A Second Farm Dwelling is limited to one garage. Any garage attached or adjacent to the Accessory Dwelling shall not exceed 600 square feet.

(c) Each Lot shall be permitted only one farm office less than 200 square feet attached to either the Main Farm Dwelling or Second Farm Dwelling or detached from both which shall have no access from the interior of the Main or Second Farm Dwelling.

3.21 Walls and Fences

(a) Except as otherwise provided herein, walls shall be a maximum of 6 feet in height, including retaining walls. Refer to Figure 3.6. For allowable wall materials and styles, see Section 3.10 Exterior Materials and Surfaces. Fences constructed of wood shall be allowed only when specifically approved by the Design Review Committee, unless within the County of Maui setback, in which only a 4' wall is allowed.

(b) Walls located outside the Buildable Area shall be constructed to match the walls located within the building area. Wooden fences shall be allowed when specifically approved by the Design Review Committee.

(c) Entry columns, gates and related walls and fences located within the front yard setback area shall conform to the design established by the Design Review Committee. Refer to Section 2.8.

(d) Wrought iron, galvanized steel, or aluminum, with proper color treatment, may be permitted as accents or as approved by the Design Review Committee.

(e) Farm or Agricultural Fencing of wood or Kiawe Posts and welded wire shall be allowed on all side of the Lot. Line Spacing shall not to exceed 10 feet. Round posts shall be a minimum width of three inches and a maximum width of 10 inches. Square posts shall be a minim mum of 4 inches by 4 inches and a maximum of 6 inches by 6 inches. The minimum height of posts shall be 3 feet and the maximum height shall be 5 feet. The minimum gauge of wire shall be 12.5. If mesh is used it shall be a minimum size of 2 inches by 3 inches.

(f) All fencing must be approved by the DRC and applications for approval must contain a sample of the post and fencing material. Fences must be installed 2feet setback from the boundary line for any agricultural fencing with road frontage including corner lots.

(g) All fencing shall be installed using quality workmanship. Upon approval of the fencing material, the Owner shall be required to sign a fencing maintenance and installation agreement.

(h) The following wall and fence materials and styles are prohibited:

(1) Chain-link (and similar open material) fences or gates;

(2) Open-slat wood;

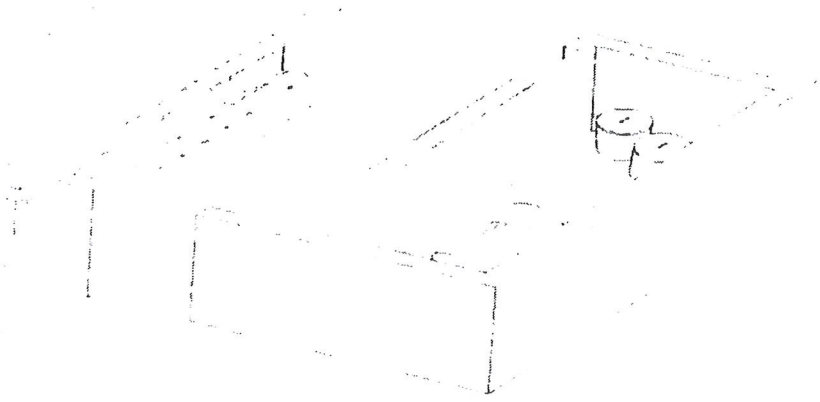
(3) Unplastered standard precision block; and

(4) Plywood.

### 3.22 Service Yards and Trash Enclosure

Enclosed service areas shall be provided on each Lot for trash receptacles, clothes drying, pool equipment and any other maintenance or service facilities and equipment. All such facilities shall be screened and not visible from the Common Elements and neighboring Lots. Refer to Figure 3.11. The enclosures shall be within the Buildable Area.

FIGURE 3.11: SERVICE AREAS SCREENED FROM VIEW



10

RECORDATION REQUESTED BY:

88-178878

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

AFTER RECORDATION, RETURN TO:

Warren S. Unemori Engineering, Inc.
2145 Wells Street Ste. 403
WAILUKU, MAUI, HAWAII 96793

OR

1988 DEC 12 PM 3:22
LIBER/P 22650 / 96
[illegible] VELA, REGISTRAR

RETURN BY: MAIL (XX) PICK-UP ( )

---

**FARM DWELLING AGREEMENT**

THIS AGREEMENT made and entered into as of the 5th day of December, 1988, by and between Wailuku Agribusiness Co., Inc., whose residence address is _____ and whose mailing address is P.O. Box 520, Wailuku, HI 96793, hereinafter called the "Applicant", and the COUNTY OF MAUI, through its Department of Public Works, whose business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "Department",

**WITNESSETH:**

WHEREAS, the Applicant warrants and represents that he/she/they/it is/are the owner(s) of that certain parcel of land, Tax Map Key No. 3-3-02:01; 3-4-36:Por. of 01 and 3-5-01:50, containing an area of approximately 1,581.676 Acres, which property is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference, hereinafter called the "Property"; and

EXHIBIT NO.
2189 WCEIC - 224

WHEREAS, the Property is classified Agriculture by the State Land Use Commission and/or County of Maui; and

WHEREAS, the Applicant has applied for a subdivision of the Property; and

WHEREAS, Chapter 205, Hawaii Revised Statutes and State Land Use District Regulations only permit "farm dwellings" within the State Agriculture Land Use District unless otherwise relieved from the restriction by a special permit obtained pursuant to Hawaii Revised Statutes Section 205-6; and

WHEREAS, a "farm dwelling" is defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations as "a single family dwelling located on and used in connection with a farm where agricultural activity provides income to the family occupying the dwelling"; and

WHEREAS, a "family" as used in the definition of a "farm dwelling" is defined by the State Land Use District Regulations as "an individual or two or more persons related by blood, marriage or adoption or a group comprising not more than five, persons, not related by blood, marriage or by adoption"; and

WHEREAS, the Applicant acknowledges that a violation of Chapter 205, Hawaii Revised Statutes, and the State Land Use Agriculture District restriction is subject to a citation and a fine of not more than $5,000 pursuant to Hawaii Revised Statutes Section 205-13, as amended; and

WHEREAS, the Applicant also acknowledges that failure to abide by this agreement may result in the removal of the prohibited structure at the owner's expense; and

WHEREAS, the Department is charged with the enforcement of the restriction by Chapter 205, Hawaii Revised Statutes;

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereby mutually agree as follows:

1. That the Property, and all parts thereof, is and shall be held subject to the following covenants, conditions and restrictions, and that all of such covenants, conditions and restrictions shall be effective as to the Property from and after the recording of this instrument with the Bureau of Conveyances or the Land Court of the State of Hawaii, as the case may be, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Applicant, the County of Maui, or any successor, personal representative, devisee, heir or assign, as the case may be, of any of them; that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same

shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this Agreement.

2. That this Agreement shall be a covenant running with the land and be binding on the Applicant, and all present and future owners, lessees and occupants of said Property and anyone claiming under said Applicant, their heirs, devisees, personal representatives, successors and assigns, as owners or occupants thereof or otherwise; and

3. That the dwelling permitted to be constructed on the Property shall be a "farm dwelling" as defined by Chapter 205, Hawaii Revised Statutes, and the State Land Use District Regulations, as recited herein; and

4. That the dwelling shall only be occupied by a "family" as defined by the State Land Use District Regulations and as recited herein, who derive income from the agricultural activity on the parcel; and

5. That the Applicant and all present and future owners, lessees and occupants of said property hereby grant the Department the right to enter upon and inspect the Property to ensure compliance with the provisions of this Agreement; and

6. That this Agreement shall remain in effect so long as the land retains its Agriculture District classification by the State Land Use Commission and/or County of Maui the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes and the State Land Use District Regulations remain in effect; and

7. That the Applicant shall expressly set forth the provisions of this Agreement in any conveyance, deed, lease or rental agreement to said property hereafter executed, so as to provide additional notice of said covenants; and

8. That this Agreement shall be recorded with the Bureau of Conveyances or Land Court of the State of Hawaii, as the case may be, prior to the granting of any permit or approval sought by the Applicant, fees to be paid by the Applicant.

9. The Department shall issue a requested building permit provided the Applicant(s) comply with applicable law.

10. The County of Maui shall have the right to obtain an injunction, mandatory or restraining, to prevent any violation, or threatened violation, of any of the covenants, conditions or restrictions in this Agreement. The County of Maui shall have the right to obtain such an injunction without being required to post a bond as a condition to obtaining such injunctive relief, whether temporary, preliminary or permanent, nor shall the County of Maui be required to show that other relief is inadequate or that the damages or harm suffered by the County of Maui or by any other interested person, is or may be irreparable.

11. The term "Applicant" wherever used herein, and any pronoun used in place thereof, shall mean and include the singular and the plural, and the use of any gender shall mean and include all genders.

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

COUNTY OF MAUI:

DIRECTOR OF PUBLIC WORKS

By Brian Hashino
For ALVIN K. FUKUNAGA
Its Director

APPLICANT:

WAILUKU AGRIBUSINESS CO., INC.

By Donald E. Jones
Its Vice President

By B.G. Monahan
Its Assistant Secretary

APPROVED AS TO FORM AND LEGALITY:

Paul L. Horikawa

PAUL L. HORIKAWA
First Deputy Corporation Counsel
County of Maui



Revised 7/88

STATE OF HAWAII )
) SS.
COUNTY OF MAUI )

On this 5th day of December, 1988, before me personally appeared BRIAN HASHIRO, to me personally known, who being by me duly sworn, did say that he is the Deputy Director of Public Works 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 Title 18 of the Maui County Code, the Subdivision Ordinance, and the said BRIAN HASHIRO acknowledged the said instrument to be the free act and deed of the said County of Maui.

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

Dawn Williams
Notary Public, State of Hawaii.

My commission expires: 7/21/89

LS



Revised 8/88
LL/forms/c(cs)

STATE OF HAWAII )
) SS.
City & County of Honolulu )

On this 3rd day of October, 19 88, before me appeared Donald E. James and B. G. Moynahan, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of Wailuku Agribusiness Co., Inc., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

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

Karen L. Francisco
Notary Public, State of Hawaii.

My commission expires: 5/18/92

STATE OF HAWAII )
) SS.
)

On this _____ day of _____, 19____, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the partners of _____, a general partnership organized under the laws of the State of _____ and said _____ and _____ acknowledged that they executed the foregoing instrument as their free act and deed as such general partners.

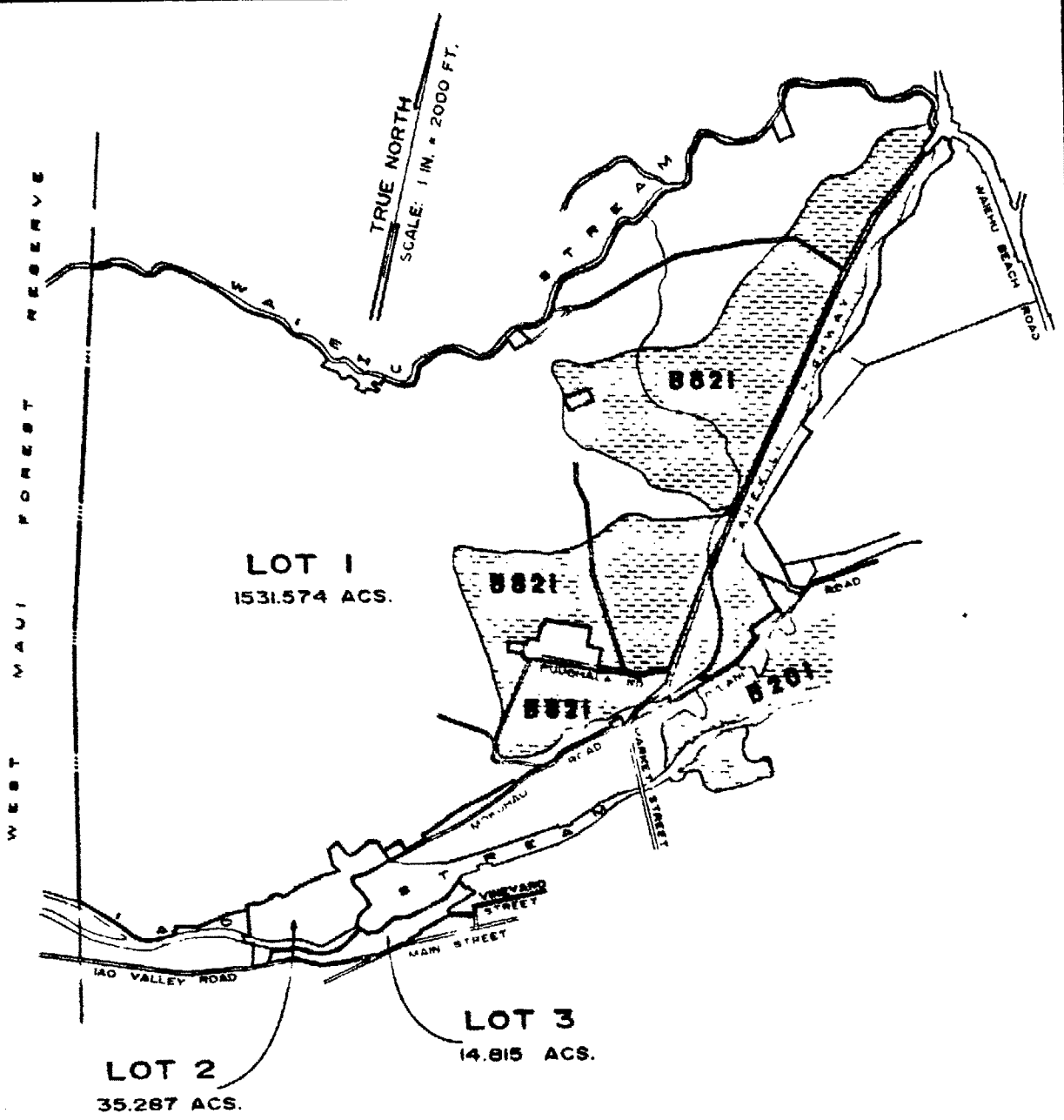
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Notary Public, State of Hawaii.

My commission expires: _____



Revised 7/88




# IAO VALLEY LARGE-LOT SUBDIVISION

## EXHIBIT "A"

October 11, 1988

LINDA CROCKETT LINGLE
Mayor

CHARLES JENCKS
Director

DAVID C. GOODE
Deputy Director

AARON SHINMOTO, P.E.
Chief Staff Engineer

RALPH NAGAMINE, L.S., P.E.
Land Use and Codes Administration

EASSIE MILLER, P.E.
Wastewater Reclamation Division

LLOYD P.C.W. LEE, P.E.
Engineering Division

Solid Waste Division

BRIAN HASHIRO, P.E.
Highways Divisions

**COUNTY OF MAUI**
**DEPARTMENT OF PUBLIC WORKS**
**AND WASTE MANAGEMENT**
LAND USE AND CODES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 28, 1996

Mr. Warren S. Unemori, President
**WARREN S. UNEMORI ENGINEERING, INC.**
2145 Wells Street, Suite 403
Wailuku, Hawaii 96793

SUBJECT: **PUUOHALA MAUKA SUBDIVISION**
**TMK:(2) 3-3-002:001**
**LUCA FILE NO. 3.1723**

Dear Mr. Unemori:

Preliminary approval was granted to the subject subdivision on October 14, 1996. Final approval shall be contingent upon compliance with the following conditions:

1. Comply with requirements/comments of the Department of Water Supply. For further information, please call the Department at 243-7835.

Revised per 1/25/97 ltr

2. Requirements/comments of the State of Hawaii, Department of Health:

12/4/02

Any discharge into State waters will require a National Pollutant Discharge Elimination System (NPDES) permit.

The subdivision is located in close proximity to drinking water wells. Precautions should be taken to prevent the contamination of the ground water sources.

Should you have any questions, please call Mr. Herbert S. Matsubayashi at 984-8230.

3. Comply with requirements/comments of the State of Hawaii, Department of Land and Natural Resources, State Historic Preservation Division. For further information, please call Dr. Sarah Collins at 808-587-0013.

no effect 2/5/97 ltr

Revised ownership & authorization submitted 11/27/02. Need copy of LLC docs to verify authorization.

EXHIBIT NO.
2189 WCEIC - 225

4. Requirements/comments from Maui Electric Company:

12/17/02

a. Electricity is available from nearby existing facilities (overhead and/or underground).

b. Requires line extension (overhead and/or underground) within existing County or State road right-of-way.

c. Requires line extension (overhead and/or underground) within private road or property.

d. Requires easement(s) from owner/subdivider/developer within subdivision for new or existing MECO facilities.

12/20/02

5. Requirement of the Department of Finance, Real Property Tax Division:

Complete and return the enclosed tax information notice to the Land Use and Codes Administration.

12/23/02

6. In accordance with Section 18.12.030(E)(13.a.) of the Maui County Code (MCC), submit a certificate signed and acknowledged by all persons vested with record title in the land subdivided consenting to the preparation and recording of the plat, provided that no consent is required by any person having any non-governmental easement, lease or license affecting the land subdivided, provided further that the director shall not approve any subdivision that causes any lot to be landlocked on the land subdivided or any adjacent land.

11/29/02

7. In accordance with Section 18.12.040(B) MCC, submit a copy of any deed restrictions or covenants applicable to the subdivision. If there are none, please indicate this in writing.

8. exp. 12/31/02

In accordance with Section 18.12.040(C) MCC, submit a tax clearance certificate (issued by Department of Finance, Real Property Tax Division) to show written proof that all taxes and assessments on the tract are paid to date. An "Application for Tax Clearance" form is enclosed for your use. **NOTE:** The tax clearance certificate shall be valid at the time of final subdivision approval.

9. Requirements/comments of the Department of Public Works and Waste Management, Engineering Division:

   a. That the existing Mokuhau Road and Kahikili Highway do not meet County standards based on roads located in agricultural zoning.

   b. That a final detailed drainage and erosion control plan including, but not limited to, hydrologic and hydraulic calculations and scheme for controlling erosion and disposal of runoff water be submitted to the Department of Public Works and Waste Management, Engineering Division for our review and approval. The plan shall provide verification that the grading and runoff water generated by the project will not have an adverse effect on the adjacent and downstream properties. In addition, the developer shall contribute his pro-rata share to drainage improvements to be determined by the County and the drainage master plan. An agreement to the above prepared for filing with the Bureau of Conveyances shall be submitted by the applicant.

   c. That all existing features, such as, structures, driveways, drainageways, edge of pavement, etc. shall be shown on the project site plan.

   d. That site plan and a "sight distance" report to determine required sight distance and available sight distance at existing and proposed street intersections be provided for our review and approval.

   e. That the applicant obtain street name approvals from the Street Naming Commission and show street names on the construction plans and final plat.

   f. That the 100-year flood inundation limits be shown on the construction plans and final plat.

   If you have any questions, please call Lloyd Lee at 243-7745.

16. Requirements/comments of the Department of Public Works and Waste Management, Wastewater Reclamation Division:

a. Provide a sewer system to the proposed lots for connection to the existing County sewer system.

b. The developer should be informed that the Wastewater Reclamation Division cannot insure that wastewater system capacity will be available for the project.

c. Provide discussion and calculations (sewer impact study) to substantiate that the existing wastewater system is adequate to serve this project.

d. Wastewater contribution calculations are required before building permit is issued.

e. Developer shall pay assessment fees for treatment plant expansion costs in accordance with ordinance setting forth such fees. **NOTE:** At the present time, wastewater assessment fees are only utilized in Kihei and Central Maui. Other areas may be subject to fees at a later time.

f. Developer is required to fund any necessary off-site improvements to collection system and wastewater pump stations.

g. A hold-harmless agreement shall be executed and recorded at the Bureau of Conveyances. Signed agreement required before the Wastewater Reclamation Division will give recommendation for final subdivision approval. A blank standard form agreement is enclosed for your use.

If you have any questions, please call Tracy Takamine at 243-7417.

large lot 17. Road widening lots may be required along the existing adjoining roadways; Puuohala Road, Maika Street, Hewahewa Drive, Maoi Street, Kupu Place, and Ihumai Place. Contact our Engineering Division for the specific future right-of-way requirements of these roadways.

large lot
~~12~~. Designate a road widening lot along Kahekili Highway and Mokuhau Road to provide for a future 60' and 56' wide right-of-way, respectively.

13. Dedicate the road widening lots to the County. Submit the original and five (5) copies of an executed warranty deed to the County. Also, please submit a "Partial Release of Mortgage", if applicable.

14. Remove or relocate all obstructions, such as walls, fences, trees, hedges, etc. from the road widening lots. The rear boundaries of the road widening lots shall be clearly marked to determine if the obstructions have been properly removed or relocated.

15. Improve the adjoining halves of Puuohala Road, Maika Street, Hewahewa Drive, Maoi Street, Kupu Place, Ihumai Place, Mokuhau Road, Kahekili Highway, and the road widening lots to the provisions of the subdivision ordinance for roadways within the agricultural district.

~~16~~. Submit the original and four copies of the Subdivision Agreement (Agricultural Use) executed by the owners and extended to their heirs and executors or assigns. A blank form is enclosed for your use.

17. Improve the proposed subdivision roadways to the provisions of the subdivision ordinance for roadways within the agricultural district.

12/16/02
~~18~~. Comply with Section 18.16.320 (Parks and playgrounds) MCC.

~~19~~. 12/6/02 12/17/02 map revised Comply with Section 18.16.130 (Cul-de-sacs) MCC, wherein it states "A cul-de-sac shall be as short as possible and shall not be more than eight hundred feet in agricultural areas and no more than five hundred fifty feet in other areas, nor serve more than twenty lots; provided, that longer streets may be approved by the director when unusual topographical conditions exist. ...".

PD to verify
~~20~~. The proposed subdivision is within Flood Zone C, however, if any work is done within the existing drainage way, a flood development permit may be required. If you have any questions, please call Francis Cerizo at 243-7373.

21. In accordance with Section 12.24A.070(D) MCC, submit street tree planting and irrigation plans and a completed "Maui County Arborist Committee Plans Review Form" for review and approval.

22. Obtain final approval for LUCA File No. 3.1722 - Iao Valley Large Lot Subdivision.

PD to verify

23. In accordance with Section 19.30.030 (Area regulations) MCC, all lots shall have a minimum lot area of two acres and a minimum lot width of two hundred feet.

Done w/ Large Lot Subd

24. Delineate all existing roadways, easements, etc. on the construction plans and final plat. The TMK map and LUCA File No. 3.1324 - Iao Valley Large-Lot Subdivision show existing roadways which are not shown on the preliminary plat. Additional conditions may be imposed upon our receipt of this information.

25. Submit ten (10) sets of the construction plans and three (3) sets of a drainage and soil erosion control report or drainage verification, whichever is applicable, for review and approval by the applicable agencies. In accordance with Section 18.24.010(D) MCC, a construction plan review fee ($50/lot) shall be paid upon submission of the construction plans.

26. Submit fifteen (15) prints of the final plat in accordance with Chapter 18.12 (Final Plat) MCC. The final plat shall include all revisions addressing the comments noted on the enclosed preliminary plat.

Within one (1) year from the date of preliminary approval of the subdivision, all requirements shall be completed, unless an extension of time is granted. Applications for extension of time should be made in writing to the Department of Public Works and Waste Management at least fifteen days before the expiration date.

If you have any questions regarding this letter, please call Glen Ueno of our Land Use and Codes Administration at 243-7373.

Very truly yours,

for CHARLES JENCKS
Director of Public Works
And Waste Management

Enclosures: Preliminary Plat
Deferred Tax Information Notice
Application For Tax Clearance
Subdivision Agreement (Agricultural Use)
Hold-Harmless Agreement (Wastewater)

GAU
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xc: Engineering Division w/preliminary plat
Dept. of Finance, Real Property Tax Division w/preliminary plat (unmarked)
DOT, Highways Division
Wastewater Reclamation Division
Dept. of Water Supply
Planning Department
Maui Electric Company
State Department of Health
DLNR, State Historic Preservation Division

JAMES "KIMO" APANA
Mayor

DAVID C. GOODE
Director

MILTON M. ARAKAWA, A.I.C.P.
Deputy Director

RALPH M. NAGAMINE, L.S., P.E.
Land Use and Codes Administration

TRACY TAKAMINE, P.E.
Wastewater Reclamation Division

LLOYD P.C.W. LEE, P.E.
Engineering Division

JOHN D. HARDER
Solid Waste Division

BRIAN HASHIRO, P.E.
Highways Division

**COUNTY OF MAUI**
**DEPARTMENT OF PUBLIC WORKS**
**AND WASTE MANAGEMENT**
LAND USE AND CODES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 27, 2002

Mr. Warren S. Unemori, President
**WARREN S. UNEMORI ENGINEERING, INC.**
2145 Wells Street, Suite 403
Wailuku, Hawaii 96793

SUBJECT: **WAILUKU COUNTRY ESTATES**
**(FKA PUUOHALA MAUKA SUBDIVISION)**
**TMK: (2) 3-3-002:001**
**SUBDIVISION FILE NO. 3.1723**

Dear Mr. Unemori:

Final approval for the subject subdivision has been granted on December 27, 2002, based upon an "Agreement For Subdivision Approval" and "Subdivision Bond" (Bond no. 3SM 049 123 00) in the amount of $20,800,000.00.

An approved final plat and a copy of the "Agreement For Subdivision Approval" and "Subdivision Bond" are enclosed for your records.

The "Agreement For Subdivision Approval" and "Subdivision Bond" stipulates that the Subdivider shall complete the required subdivision improvements on or before December 16, 2003.

If you have any questions regarding this letter, please call Mr. Lance Nakamura of our Development Services Administration at 270-7252.

Very truly yours,

DAVID GOODE
Director of Public Works
And Environmental Management

Enclosures: Final Plat
Agreement For Subdivision Approval
Subdivision Bond No. 3SM 049 123 00

LSN S:\DSA\Subd\Reg3\3#1723-1.fin

c: Dept. of Finance, Accounts Division w/final plat, agreement, & bond
Dept. of Finance, Real Property Tax Division w/final plat
Dept. of Finance, Tax Map Division w/final plat
Building Permit Section w/final plat
Engineering Division w/final plat
Wastewater Reclamation Division w/final plat
Dept. of Planning w/final plat
Dept. of Water Supply, SD 96-57 w/final plat
Police Dept. w/final plat
Dept. of Parks and Recreation w/final plat
State Department of Health w/final plat
Maui Electric Co. w/final plat

LINDA CROCKETT LINGLE
Mayor

CHARLES JENCKS
Director

DAVID C. GOODE
Deputy Director

AARON SHINMOTO, P.E.
Chief Staff Engineer

RALPH NAGAMINE, L.S., P.E.
Land Use and Codes Administration

EASSIE MILLER, P.E.
Wastewater Reclamation Division

LLOYD P.C.W. LEE, P.E.
Engineering Division

Solid Waste Division

BRIAN HASHIRO, P.E.
Highways Divisions

**COUNTY OF MAUI**
**DEPARTMENT OF PUBLIC WORKS**
**AND WASTE MANAGEMENT**
LAND USE AND CODES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

January 25, 1997

Mr. Warren S. Unemori, President
**WARREN S. UNEMORI ENGINEERING, INC.**
2145 Wells Street, Suite 403
Wailuku, Hawaii 96793

SUBJECT: **PUUOHALA MAUKA SUBDIVISION**
**TMK: (2) 3-3-002:001**
**LUCA FILE NO. 3.1723**

Dear Mr. Unemori:

Condition no. 1 of our December 28, 1996 preliminary approval letter has been revised with the following:

1. Requirements/comments of the Department of Water Supply:

   The subdivider should be required to meet with the Department to discuss the following items:

   a. How the subdivision will be provided with water service to each lot and fire protection.

   b. A new water source and transmission system to service the proposed subdivision. The proposed well and transmission line from Waiehu Wells is not acceptable.

   c. The Department of Water Supply's existing waterline, storage tank and well within the subdivision.

   The subdivision requirements will be determined subsequent to this meeting.

If you have any questions regarding this letter, please call the Department of Water Supply at 243-7835.

EXHIBIT NO.
**2189 WCEIC - 226**

Very truly yours,

CHARLES JENCKS
Director of Public Works and Waste Management

ey
xc: Dept. of Water Supply, SD 96-57
f:\docs\prel\amend

**BOARD OF WATER SUPPLY**
**COUNTY OF MAUI**
P.O. BOX 1109
WAILUKU, MAUI, HAWAII 96793-7109
Telephone (808) 243-7816 • Fax (808) 243-7833

January 23, 1997

Land Use and Codes Administration
Department of Public Works
County of Maui
Wailuku, Hawaii 96793

Gentlemen:

Subject: PUUOHALA MAUKA, SD 96-57
TMK: 3-3-02:001, LUCA NO. 3.1723

Please revise your preliminary approval letter of December 28, 1996 to include the following:

The subdivider should be required to meet with the Department to discuss the following items.

1. How the subdivision will be provided with water service to each lot and fire protection
2. A new water source and transmission system to service the proposed subdivision/ The proposed well and transmission line from Waiehu Wells is not acceptable.
3. The Department of Water Supply's existing waterline, storage tank and well within the subdivision.

The subdivision requirements will be determined subsequent to this meeting.

If you should have any questions, please contact the Engineering Division at extension 7835.

Sincerely,

DAVID R. CRADDICK
Director

MF:rk



Printed on recycled paper

LINDA CROCKETT LINGLE
Mayor

CHARLES JENCKS
Director

DAVID C. GOODE
Deputy Director

AARON SHINMOTO, P.E.
Chief Staff Engineer

RALPH NAGAMINE, L.S., P.E.
Land Use and Codes Administration

EASSIE MILLER, P.E.
Wastewater Reclamation Division

LLOYD P.C.W. LEE, P.E.
Engineering Division

Solid Waste Division

BRIAN HASHIRO, P.E.
Highways Divisions

**COUNTY OF MAUI**
**DEPARTMENT OF PUBLIC WORKS**
**AND WASTE MANAGEMENT**
LAND USE AND CODES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

February 3, 1998

Mr. Warren S. Unemori, President
**WARREN S. UNEMORI ENGINEERING, INC.**
2145 Wells Street, Suite 403
Wailuku, Hawaii 96793

SUBJECT: **PUUOHALA MAUKA SUBDIVISION**
**TMK: (2) 3-3-002:001**
**LUCA FILE NO. 3.1723**

Dear Mr. Unemori:

Pursuant to Condition no. 3 of our December 28, 1996 preliminary approval letter, the Department of Land and Natural Resources, State Historic Preservation Division has found that the proposed project will have "no effect" on historic sites. A copy of their letter is attached for your information.

If you have any questions regarding this letter, please call Dr. Boyd Dixon of the State Historic Preservation Division at 243-5169.

Very truly yours,

for CHARLES JENCKS
Director of Public Works
and Waste Management

Attachment
ey
xc: DLNR, State Historic Preservation Division
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BENJAMIN J. CAYETANO
GOVERNOR OF HAWAII

MICHAEL D. WILSON, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

DEPUTIES

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HISTORIC PRESERVATION DIVISION
LAND DIVISION
STATE PARKS
WATER AND LAND DEVELOPMENT

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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION DIVISION
33 SOUTH KING STREET, 6TH FLOOR
HONOLULU, HAWAII 96813

January 20,1 998

Mr. Glen Ueno
Department of Public Works
Land Use and Codes Administration
250 South High Street
Wailuku, Hawaii 96793

LOG NO: 20859 ✔
DOC NO: 9801BD33

Dear Mr. Ueno:

**SUBJECT: Chapter 6E-8 Historic Preservation Review of the Puuohala Mauka Subdivision Waiehu Ahupua`a, Wailuku District, Island of Maui**
**TMK 3-3-02: 01 (LUCA File No: 3.1723)**

This letter is a Historic Preservation review of the Puuohala Subdivision in Waiehu Ahupua`a. Our review is based on reports, maps, and aerial photographs maintained at the State Historic Preservation Division; no field check was conducted of the subject property. This review has been inadvertently delayed by SHPD, and we apologize for any inconvenience this may have caused you or the landowner.

The subject property seems likely to have once been the location of pre-Contact farming and perhaps scattered housing. Twentieth century agriculture has since altered the landscape, making in unlikely that any historic sites remain intact within the abandoned fields. There remains the possibility, however, that significant historic sites are located on the unaltered slopes above the flood plain of Iao Stream.

We therefore find the proposed construction project to have "no effect" on historic sites, if all proposed construction is restricted to previously altered agricultural land. If any impact is planned for the unaltered slopes above the flood plain of Iao Stream, we would like to be notified prior to planning this construction.

As a contingency, should any unrecorded historic sites (i.e. subsurface pavings, artifacts, or human skeletal remains) be inadvertently uncovered during construction, we recommend that all work should cease in the vicinity and the contractor should immediately contact the State Historic Preservation Division.

If you have any questions please contact Boyd Dixon at 243-5169.

Aloha,

DON HIBBARD, Administrator
State Historic Preservation Division

BD:jen

cc. David Blane, Maui County Department of Planning (fax: 243-7634)
Ralph Nagamine, Maui County Department of Public Works (fax: 243-7972)

# AGREEMENT REGARDING IRRIGATION WATER

# (INDIVIDUAL LOTS)

EXHIBIT NO.
**2189 WCEIC - 227**

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# AGREEMENT REGARDING IRRIGATION WATER

## (INDIVIDUAL LOTS)

THIS AGREEMENT is made this _____ day of _____, 2002, by and between WAILUKU COUNTRY ESTATES IRRIGATION COMPANY, a Hawaii nonprofit corporation, with address at P.O. Box 1237, Kamuela, Hawaii 96743 ("Wailuku"), and _____, whose address is _____ ("Lot Owner").

SECTION 1. DEFINITIONS

1.01. Base Rate. "Base Rate" means the primary index rate from time to time established by Bank of Hawaii (or, in its absence, a comparable financial institution in the State of Hawaii) in the ordinary course of its business with due consideration to the money market and published in intrabank circular letters for the guidance of its loan officers in pricing all commercial loans which float with such index rate.

1.02. County Rate. "County Rate" means the price the Board of Water Supply of the County of Maui (County of Maui) or any successor supplier of potable water to the general public on the Island of Maui would charge per gallon of water delivered by the County of Maui or such successor to the Property for general agricultural uses, based upon an assumed usage equal to the Maximum Delivery under the WACI Master Water Delivery Agreement at the time the County Rate is determined. If there is no rate for agricultural purposes which is different from the rate(s) for other purposes, the County Rate is a "Calculated Percentage" of the rate then charged by the County of Maui or such successor supplier of water for potable water for household use, i.e. the residential rate. The Calculated Percentage shall be determined by dividing the last County of Maui agricultural rate by the then current residential rate, if there are more than one residential rates, then the lowest residential rate based upon the Maximum Delivery.

By way of example, if the last agricultural rate of the County of Maui was $0.72 per 1,000 gallons and the then existing residential rate or the lowest residential rate is $2.05 per 1,000 gallons then the Calculated Percentage would be 35.2%, (i.e. $0.72 per 1,000 divided by $2.05 per 1,000 gallons) and the County Rate would be $0.719 per 1,000 gallons. (35.2% x $2.05).

If there is no County agricultural rate and no County residential rate, the County rate shall be the last County rate applicable to and used pursuant to this Agreement, which rate shall be adjusted annually (January 1st of each year), that is, increased or decreased pursuant to the percentage change in the United States Department of Labor Consumer Price Index, for all consumers, applicable to Honolulu, Hawaii, until a County agricultural or residential rate is reinstituted.

1.03. Delivery Charge. "Delivery Charge" means, for each calendar month, the Gallons Delivered in that month times the Water Rate.

1.04. Delivery Point. "Delivery Point" means a single point of delivery for the Property, which will be located as shown on Exhibit A attached hereto.

1.05. Gallons Delivered. "Gallons Delivered" means the total number of gallons of water delivered by Wailuku to the Property and taken by Lot Owner as measured by the water meter(s) described in section 4.05.

1.06. Maximum Delivery. "Maximum Delivery" means an average of _____ thousand (_____) gallons per day, measured in the same manner as water delivery is measured under the WACI Master Water Delivery Agreement. Wailuku also has the right to establish other restrictions on delivery, including but not limited to an absolute limit on the maximum number gallons per day (without regard to average delivery over any period of time).

1.07. Minimum Charge. "Minimum Charge" shall be payable quarterly in advance on the first day of each calendar quarter during the term of this Agreement, plus applicable general excise tax. "Minimum Charge" shall be 50% of the charge for Maximum Delivery under this Agreement. For example, based upon Maximum Delivery of 5,000 gallons per day, the following would apply: 5,000 gallons x 30 days (per month) = 150,000 gallons (full utilization). At the assumed Water Rate of $0.84 per 1,000 gallons (1.10 times the County Rate), the charge based upon Maximum Delivery would be (150,000 gallons / 1,000) x $0.84 = $126.00/mo. The corresponding Minimum Charge would be 50% of $126.00 or $63.00. Based upon a quarterly payment schedule, $189.00 (3 x $63.00), plus general excise tax would be due and payable on or before the first day of the calendar quarter as the advance payment of Minimum Charge.

1.08. Property. "Property" shall mean that certain real property as shown on Exhibit B attached hereto.

1.09. WACI Master Water Delivery Agreement. "WACI Master Water Delivery Agreement" shall mean that certain Water Delivery Agreement between Wailuku Agribusiness Co., Inc. and Wailuku, dated August , 2002, as the same ma be amended from time to time.

1.10. Water Rate. "Water Rate" means 1.10 times the greater of (a) the County Rate in effect from time to time which on the date hereof is $.76 per thousand gallons or (b) the "Water Rate" charged to Wailuku under the WACI Master Water Delivery Agreement.

1.11. Water System. "Water System" shall mean (a) all rights of Wailuku to delivery of water under the WACI Master Water Delivery Agreement and (b) all pipelines, valves, reservoirs or means of transporting water delivered pursuant to the WACI Master Water Delivery Agreement (collectively, the "Irrigation Pipelines"), and any other water sources or water systems owned or controlled by Wailuku capable of delivering water to the Water System or Delivery Point and including all man-made collection and diversion mechanisms, pumps, valves, waterways, pipelines, filter systems, electrical lines and related water transmission facilities owned or controlled by Wailuku and associated with the Irrigation Pipelines and the Delivery Point.

SECTION 2. TERM

This Agreement, and every provision hereof, shall continue in full force and effect forever, subject, however, to termination in the event of default as provided in section 5.05 below.

SECTION 3. WAILUKU'S OBLIGATION TO DELIVER WATER

3.01. Wailuku's Principal Obligation. Subject to the availability of water pursuant to the WACI Master Water Delivery Agreement and the rights of other shareholders or members of Wailuku, Wailuku shall deliver to the Delivery Point all water required by Lot Owner, exclusively for irrigation of landscaping and agricultural activities on the Property up to the Maximum Delivery, subject, however, to possible disruption by force majeure as provided in section 3.07 and to curtailment or rationing under certain circumstances as provided in section 3.03. Such water shall be delivered at the Delivery Point.

This Agreement shall not be construed to give priority or preference to delivery of the Maximum Delivery to Lot Owner. The use and withdrawal of water by Lot Owner shall be subject to the provisions of Section 3.03 below.

3.02. Delivery from the Delivery Point. Water shall be delivered and withdrawn only at the Delivery Point. Lot Owner shall install, at its sole cost and expense, water meter(s) at the Delivery

Point; provided, however, that the location and size of the meter(s) shall be subject to the prior written approval of Wailuku, which approval will not be unreasonably withheld or delayed.

3.03. Rationing. Wailuku expressly disclaims (makes no promise) that there will be adequate amounts of water available for Lot Owner's Property. Wailuku makes no representation or warranty regarding the adequacy of water available under the WACI Master Water Delivery Agreement. Given the natural fluctuations in rainfall and other factors, the parties acknowledge that there will be periods of time when the water available in the Water System will be insufficient to satisfy all delivery commitments of the Water System then in effect ("Water Commitments"), including the Maximum Delivery. Upon any shortage of water where it is not possible for Wailuku to deliver the Maximum Delivery and the Water Commitments, Wailuku shall be entitled to to reduce the quantity of water delivered to Lot Owner during such period of insufficiency or shortage so that Lot Owner may receive less than the Maximum Delivery, provided however, Wailuku shall use its best efforts to deliver to Lot Owner an equitable percentage of the water available to Wailuku. If rationing occurs at any time during the term of this water agreement then section 1.07 Minimum Charge will be adjusted downward to reflect the comparable rationing ratio from normal usage. It is agreed that the amount of such reduction will be in Wailuku's reasonable discretion. It is possible that Lot Owner will receive no water. Wailuku shall have no obligation to deliver water to Lot Owner if Wailuku is unable to receive adequate water under the WACI master Water Delivery Agreement.

3.04. Time of Delivery. Lot Owner shall consult and coordinate with Wailuku as Lot Owner designs its system for taking water. Wailuku, in its sole discretion, may limit the time of diversion to specified times in order to coordinate taking of water from the Water System. Lot Owner shall have no right to take water at any specified time or for any specified period.

3.05. Quality of Water Delivered. Wailuku shall be required to deliver only surface water of a quality delivered to Wailuku under the WACI Master Water Delivery Agreement, which agreement provides that the water only must be suitable for agricultural irrigation and of a quality actually taken by Wailuku Agribusiness Co., Inc. from the water system (including any suspended solids, debris, silt or sediment) for use in its own agricultural operations. The WACI Master Water Delivery Agreement also states that for the purpose of determining water quality, all water that enters or happens to be in the water system under the WACI Master Water Delivery Agreement shall be

considered surface water. Such water need not be fit for consumption by humans or by animals of any kind. Wailuku expressly disclaims any warranties with respect to the potability and other qualities of the water delivered. Without limiting the foregoing, water of a quality actually delivered under the WACI Master Water Delivery Agreement shall be adequate in all respects to satisfy Wailuku's commitment to Lot Owner. LOT OWNER AGREES THAT IT WILL NOT ALLOW THE WATER DELIVERED UNDER THIS AGREEMENT TO BE USED FOR DRINKING PURPOSES. Any water treatment or purification desired by Lot Owner shall be performed by Lot Owner on its property, using its equipment and at its expense, provided, further Lot Owner covenants that any purification of water by Lot Owner will create no adverse impact on the Water System, including, but not limited to no improvement cost to Wailuku and no regulation upon Wailuku by any governmental authority. In no event shall Wailuku have any liability for damages resulting from any substance in the water, including but not limited to chemicals, pollutants sewage, waste, microorganisms, or any other organic or inorganic material..

3.06. Maintenance of Water System. Wailuku will generally maintain and repair the Water System to the extent necessary to meet its delivery obligations under Section 3.01. Nothing in this Agreement shall be interpreted to restrain Wailuku from improving, moving, changing, reconstructing, conveying or abandoning portions of the Water System.

Any maintenance, repair, improvement and/or replacement of all or any part of the Water System required and performed by Wailuku for use thereof by Wailuku, shall be at the direction and expense of Wailuku, ***subject to contribution of one percent (1%) of such costs from Lot Owner relating to the use thereof by Lot Owner***; provided, however, that if such costs are related to damage or interference caused by or through Lot Owner, then Lot Owner shall pay for all costs caused by Lot Owner.

3.07. Force Majeure. Any failure or delay in Wailuku's performance of its obligations hereunder which is caused by or results from an event or events beyond Wailuku's control shall be excused; and Wailuku shall have no liability for any damages, actual, consequential, exemplary or otherwise, arising from such failure or delay. Events constituting force majeure shall include, but not be limited to: acts of God, drought, public enemy, sabotage, electric power interruption or cutoffs by public utilities, civil disorder, mudslide, erosion, pollution, or any governmental condemnation, law,

order, rule, regulation, decision or ordinance or the inability of Wailuku to obtain water under the Water Delivery Agreement.

If and to the extent that water shall be available in that portion of the Water System capable of delivering water to the Delivery Point or other delivery point then in effect after the event of force majeure, such water, if insufficient, shall be subject to rationing as provided above in section 3.03.

3.08. No Pumping; No Ground Water. Wailuku shall have no obligation to pump water or to develop ground water or water from subsurface sources and no obligation to deliver water by means other than gravity flow to the extent available under the WACI Master Water Delivery Agreement.

SECTION 4. LOT OWNER'S OBLIGATIONS

4.01. Payment of the Minimum Charge. Lot Owner agrees to pay, over and above all other charges herein set forth, the Minimum Charge (as defined in section 1.07) applicable from time to time, payable quarterly in advance on or prior to the 1st calendar day of each calendar quarter. The Minimum Charge shall be payable without regard to actual water deliveries.

4.02. Payment of the Delivery Charge. Lot Owner shall pay to Wailuku within ten (10) days after the end of each calendar quarter, as an additional charge, the amount, if any, by which the Delivery Charge for such quarter exceeds the monthly Minimum Charge.

For example, the following hypothetical Minimum Charge and Delivery Charge calculations for a particular quarter would result in payments as follows:

| | 1st Month | 2nd Month | 3rd Month | Quarterly Total |
|---|---|---|---|---|
| Delivery Charge | $ 75.00 | $60.00 | $80.00 | $215.00 |
| Minimum Charge | $189.00 | - | - | $189.00 |
| Quarterly Amount Payable | | | | $ 26.00 |

In addition to the $26.00 payment, Lot Owner would be obligated to pay $189.00 on the first day of the calendar quarter, pursuant to Section 1.07 above.

4.03. Net Charges; General Excise Taxes. The Minimum Charge, the Delivery Charge and all other charges under this Agreement shall be net above taxes and assessments charges of any kind otherwise payable by Lot Owner; and Lot Owner shall also pay (in addition to such charges) the

amount of taxes payable by Wailuku under the Hawaii General Excise Tax Law, or any similar law which may be hereafter enacted, on account of the receipt, actual or constructive, by Wailuku of such charges and the payment or reimbursement of general excise taxes and any other taxable gross income attributable to this Agreement.

4.04. Security Deposit. Concurrently with the execution of this Agreement, Lot Owner shall deliver a security deposit in the amount of $_____.00 as security for Lot Owner's payment obligations under this Agreement and not as liquidated damages. Wailuku shall be entitled to any interest on the security deposit.

4.05. Water Measurement. Lot Owner shall install and maintain at its sole cost and expense at the Delivery Point a water meter or meters or other measuring devices as shall be approved by Wailuku for the measurement and recording of water quantities actually delivered pursuant to this Agreement. Wailuku and Lot Owner shall at all times have access to all such meters or devices to read or check the same. Wailuku may require monitoring and reporting of use of water at such intervals s determined by Wailuku which may be more often than quarterly.

4.06. Restrictions on Water Use. The water delivered pursuant to this Agreement shall be used only for irrigation and agricultural activities on the Property and shall not be sold or transferred by Lot Owner and all water delivered shall be used only on the Property and not outside of the Property. The water delivered pursuant to this Agreement shall not be made available to the general public or for public use within the meaning of chapter 269, Hawaii Revised Statutes, or any regulations promulgated thereunder. In its withdrawal and use of water hereunder, Lot Owner shall do no act or thing (or omit to do any act or thing) which causes Wailuku to be deemed a public utility engaged in the sale of water under law and subject to regulation by the State of Hawaii Public Utility Commission and/or the Water Commission of the State of Hawaii.

4.07. Opposition to Governmental Taking or Designation. Lot Owner shall not request, support or encourage, directly or indirectly, any governmental taking, use or management of all or any part of the Water System or watersheds or water sources from which water arises and thereafter flows on into the Water System, nor shall Lot Owner request, support or encourage, directly or indirectly, any governmental taking, use or management of any ground water sources or aquifers underlying or in the vicinity of the Property. Lot Owner shall not request, support or encourage, directly or indirectly, the designation of any water management area or similar area or zone under the

State Water Code or any other similar legislation which may hereafter be enacted. Lot Owner shall cooperate with Wailuku in opposing any such taking; use, management or designation, PROVIDED such cooperation does not entail substantial out-of-pocket expense to Lot Owner. If any governmental authority shall manage or exercise control over any part of the Water System or watersheds or water sources from which water arises and thereafter flows into the Water System, Wailuku and Lot Owner shall with respect thereto endeavor to agree on their course of action in dealing with such governmental authority, but Lot Owner shall in connection therewith defer to Wailuku's leadership in dealing with the governmental authority and shall cooperate in implementing the approach decided upon by Wailuku for dealing with such governmental authority.

4.08. Interest on Past Due Amounts. All amounts which shall become due and payable under this Agreement from either party to the other shall bear interest payable at the greater of one percent (1%) per month or, if allowed by law, two (2) percentage points higher than the Base Rate from time to time, from the due date or dates until paid; PROVIDED that this provision for interest shall not be construed to authorize delay in payment of any amounts becoming due hereunder.

4.09. Late Charges. If Lot Owner shall fail to pay all or any portion of any quarterly installment of the Minimum Charge or the Delivery Charge when due, Wailuku, in addition to its other remedies, may collect, and Lot Owner shall pay on demand, a late charge equal to five percent (5%) of the amount overdue.

4.10. Compliance with Law. Lot Owner shall be responsible for obtaining, at its expense, but with Wailuku's cooperation, all permits, approvals, licenses and certificates as may be required for the withdrawal and use of water by Lot Owner hereunder.

4.11. Connection to Water System. Subject to prior review and acceptance by Wailuku of the construction plans and specifications therefor and to Wailuku's inspection and acceptance of all construction and installation work to assure that Lot Owner's work and equipment do not adversely affect the Water System, Lot Owner shall have the right, at its sole risk and expense, to design, install, maintain and operate pumps, pipes and other equipment necessary to connect to the Water System. Wailuku shall be permitted to retain consultants, at Lot Owner's sole cost and expense, to review and approve matters required to be reviewed and approved by Wailuku in this Section and in other sections of this Agreement. Lot Owner shall, upon demand of Wailuku, immediately reimburse Wailuku for the actual cost of such consultants. Lot Owner shall pay to Wailuku, upon

Wailuku's request, a deposit of $250.00 prior to any review or approval required by this Section. The amount of such deposit shall be subject to reasonable adjustment from time to time by Wailuku. ***LOT OWNER SHALL OBTAIN ALL NECESSARY GOVERNMENT APPROVALS AT LOT OWNER' S EXPENSE. LOT OWNER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMISSION UNDER THE WATER CODE.*** Wailuku shall not be responsible if Lot Owner fails to obtain such permission. Wailuku shall cooperate with Lot Owner in Lot Owner's efforts to obtain the necessary permits and approvals; however, Lot Owner shall reimburse Wailuku immediately for all reasonable expenses Wailuku incurs. Lot Owner shall not begin actual diversion or use of water from the Water System until it has received final written approval from Wailuku. Wailuku shall at all times have access to the controls for any pumps and associated equipment to be used by Lot Owner to take water pursuant to this Agreement, so that Wailuku may, without notice, curtail or stop pumping or diversion in case of shortages, emergency or excessive withdrawals, to repair or maintain the Water System, or to prevent Lot Owner from diverting more than the Maximum Diversion, or in the event of Lot Owner's default. ***LOT OWNER EXPRESSLY ACKNOWLEDGES THAT WAILUKU MAY CONTROL LOT OWNER'S EQUIPMENT IN ORDER TO STOP LOT OWNER'S WITHDRAWAL OF WATER.*** Lot Owner shall exercise all due care not to damage or interfere with any part of the Water System and to prevent contamination of the Water System and the water therein.

SECTION 5. MUTUAL COVENANTS

5.01. Delegation of Wailuku's Duties. Wailuku shall have the right to assign, delegate and surrender any or all of Wailuku's rights, powers, privileges and duties under this Agreement or in the Water System to any person, corporation, association or other legal entity; provided that such assignee shall assume in writing Wailuku's duties and responsibilities under this Agreement relating to such delegated rights, powers, privileges and/or duties and, provided that such assignment shall not prevent Wailuku or its assignee from satisfying the obligations to Lot Owner under this Agreement. Lot Owner shall attorn and perform to such successor in interest to Wailuku.

5.02. Assignment by Lot Owner. Lot Owner shall have no right to assign this Agreement except to an entity owned or controlled by the owner of the Property. Any such assignment shall require Wailuku's written consent, which consent shall not be unreasonably withheld. If Wailuku shall be named as a party to any judicial or legal action by or on account of any person having or

claiming an interest in this Agreement other than Lot Owner or such permitted assignee, Lot Owner shall indemnify and reimburse Wailuku on demand for all costs (including attorneys' fees) and consequences (including any judgment award) resulting to Wailuku from such action. Lot Owner shall be released from all obligations under this Agreement assumed by such assignee, except that the assignor shall not be released from its indemnity and reimbursement obligations under the immediately preceding sentence of this section 5.02.

No such assignment shall be construed to permit the use or sale outside of the Property of any water delivered pursuant to this Agreement. After any such assignment, all references in this Agreement to Lot Owner shall mean the assignee, except where Lot Owner is intended to have continuing liability.

5.03. Reservation of Wailuku's Rights. Nothing in this Agreement shall be construed to transfer or assign to Lot Owner any water rights owned, leased or held by Wailuku, all of which water rights are expressly reserved to Wailuku. The term "water rights" shall not be construed to include Wailuku's delivery obligation under section 3.01. Without limiting Wailuku's liability and obligation under this Agreement, Wailuku shall have the full right and ability to increase the flow of water through the Irrigation Pipelines, acquire and develop additional water rights and resources, to contract with other parties for the delivery of water not necessary for the performance of this Agreement and to buy, sell, lease, assign, encumber or otherwise receive or transfer lands, water rights, equipment, easements, appurtenances and other rights and assets, whether or not part of the Water System.

5.04. Condemnation. If there shall be any taking or condemnation by any authority having the power of eminent domain of all or any part of the Water System or any other assets of Wailuku outside of the Property, all compensation and damages payable for or on account of such taking or condemnation shall be payable to and be the sole property of Wailuku, and Lot Owner shall have no interest or claim to such compensation or damages or any part thereof whatsoever. If and to the extent that any such taking or condemnation prevents or materially interferes with Wailuku's performance under this Agreement, such taking or condemnation shall constitute an event of force majeure under section 3.07 above and Lot Owner shall have the right to claim compensation and damages from the governmental authority on account of such taking. Lot Owner shall not request, encourage or support, directly or indirectly, any taking or condemnation of all or any part of the

Water System or any other assets of Wailuku outside of the Property. Lot Owner may recover any amount or damages that may be separately awardable to Lot Owner for damage to its property (including any easements then being used by Lot Owner and any improvements installed by Lot Owner to exercise such easements) by any governmental taking or condemnation, provided that such separate award does not diminish the compensation that Wailuku would otherwise receive. Lot Owner shall not intervene or request to be cited as a party in any condemnation action commenced against Wailuku or its property. Reference to "taking or condemnation" in this section shall also mean and pertain to any sale or other transfer under bona fide and imminent threat or likelihood of condemnation by prior condemning authority.

5.05. Rules and Regulations. The parties acknowledge that the Water System is subject to practical limitations and constraints stemming from the natural physical conditions of the origins of the water, the components of the Water System, and from the existing and future variable needs and demands imposed on the Water System. Wailuku shall be entitled to prescribe reasonable rules and regulations for the operation and use of the Water System.

5.06. Events and Consequences of Default. This Agreement is upon the express condition that if any one or more of the following events of default shall occur:

(a) Lot Owner shall fail to pay any charges or other amounts arising under this Agreement when due, and such failure shall continue for a period of twenty (20) days thereafter; or

(b) Lot Owner shall materially fail to observe or perform any other of the covenants in this Agreement and on the part of Lot Owner to be observed and performed and such failure shall continue for a period of thirty (30) days after Wailuku gives written notice to Lot Owner, unless Lot Owner shall have taken steps in good faith within such period to remedy the same and shall continue to so act with diligence and continuity reasonably satisfactory to Wailuku; or

(c) Lot Owner shall be adjudged bankrupt or seek protection under any provision of the Federal Bankruptcy Act; or

(d) Any material interest of Lot Owner under this Agreement shall be the subject of garnishment, attachment, execution or other legal process, unless Lot Owner shall take prompt steps in good faith to dissolve or set aside the same; THEN, AND IN CASE OF ANY SUCH EVENT OF DEFAULT, Wailuku may, upon the occurrence of such event of default or at any time thereafter during the continuance of such default, at Wailuku's option, terminate this Agreement or

permanently reduce the Maximum Delivery by such amount as Wailuku shall determine in its sole discretion, by giving thirty (30) days' written notice (which may be given simultaneously with any notice of default) to Lot Owner, all without prejudice to any other remedy or right Wailuku may have for such default or other breach of this Agreement. Lot Owner shall have the continuing right to cure the default in whole (not in part) within such 30-day notice period, time being strictly of the essence as to such notice and cure period. If Wailuku elects to reduce the Maximum Delivery rather than terminate this Agreement, the Minimum Charge shall not be reduced. If Wailuku elects to terminate this Agreement, after such termination Lot Owner shall continue to be liable to Wailuku for the full payment of Lot Owner's monetary obligations under this Agreement (with the obligation of Wailuku to mitigate damages) and for compliance with all of Lot Owner's covenants under this Agreement.

5.07. Events and Consequences of Default by Wailuku. If Wailuku shall fail or refuse (including, without limitation thereto, material default by Wailuku in performance of any obligation it may have under section 3.07 above) without proper excuse, to deliver water in the quantity required by this Agreement, Lot Owner shall provide written notice of the same to Wailuku and Lot Owner and Wailuku shall immediately meet and confer to remedy the alleged failure to provide such water, if any. If after Lot Owner and Wailuku have met and conferred (or if within 10 business days after such written notice the parties do not meet) and Lot Owner continues to maintain that Wailuku is failing to provide water as required under this Agreement, Lot Owner may then seek judicial relief, including a mandatory injunction, to obtain access to the water from the Water System in order to obtain Lot Owner's share of such water due under this Agreement. If Lot Owner claims that Wailuku is in breach of this Agreement or negligent in the conduct of its obligations, Lot Owner shall give written notice to Wailuku of the same and provide a reasonable opportunity to cure the alleged breach and/or negligence, prior to taking any judicial or administrative action in furtherance of such claims.

5.08. Costs of Enforcement. Lot Owner shall pay Wailuku's attorneys' fees and such expenses as may be incurred to induce or compel payment of all Minimum Charges and Delivery Charges hereafter owing by Lot Owner to Wailuku under this Agreement, whether suit is brought or not. In case of any arbitration or suit to resolve disputes between Wailuku and Lot Owner, the

prevailing party shall be entitled to receive its attorneys' fees and other costs, plus interest from the other party.

5.09. Estoppel Certificates. From time to time, Wailuku and Lot Owner shall provide each to the other, upon written request therefor, estoppel certificates certifying that, if such be the case, there are no outstanding breaches of the terms, conditions or covenants contained in this Agreement, provided that the party requesting the same shall pay the other party's reasonable costs of preparing such certification.

5.10. Consents and Approvals. In instances where the consent or approval of either party is called for by the terms of this Agreement, such consent or approval shall be requested in writing and shall not be unreasonably or arbitrarily withheld. No consent fee shall be charged, except for reasonable costs of advice or review by legal counsel, technical consultants or other third-party consultants.

5.11. Nonwaiver of Breach. The acceptance of payments by Wailuku shall not be deemed to be a waiver by Wailuku of any breach by Lot Owner of any term, covenant or condition of this Agreement or of Wailuku's right to declare a default and enforce a termination or reduction in Maximum Delivery for any such breach. The failure of either party to insist upon strict performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but the same shall be and remain in full force and effect.

5.12. Parties in Interest/Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Wailuku and its successors and assigns and upon Lot Owner and its successors and assigns to the same extent as such terms, covenants and conditions inure to the benefit of and are binding upon Wailuku and Lot Owner, respectively. Nothing in this Agreement is intended to benefit or confer any rights on any other person or entity except as provided in sections 5.01 and 5.02 above. This Agreement shall not be construed to create a Partnership or joint venture between Wailuku and Lot Owner.

This Agreement shall not be deemed to be a covenant running with the land and nothing herein contained shall be construed as a conveyance by either party of any of its rights in or to its property.

5.13. Interpretation. The headings of sections and subsections in this Agreement are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement. The use of any gender shall include all genders. Use of the singular shall include the plural, and use of the plural shall include the singular, as appropriate in the context. This Agreement contains all of the agreements between the parties relating to the subject of water service to the Property and supersedes all other prior or concurrent oral or written letters, agreements and understandings. This Agreement shall be construed and interpreted under and pursuant to the laws of the State of Hawaii. All provisions of this Agreement have been negotiated by the parties at arm's length and with full representation of their respective legal counsel. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either party as the drafter of the Agreement.

5.14. Notices. Any notice or demand to be given to or served upon either party in connection with this Agreement shall be deemed to have been sufficiently given or served for all purposes by being personally delivered or sent as registered or certified mail, postage prepaid, addressed in the case of Wailuku to it at the place designated for the payment of charges under this Agreement, or at such other address as Wailuku may from time to time designate in writing to Lot Owner, and in the case of Lot Owner, to _____, or at such other address or to such other person as Lot Owner may from time to time designate in writing to Wailuku, and any such notice or demand shall be deemed conclusively to have been given or served upon the earlier to occur of the actual date of delivery or five (5) days after the date of mailing, if mailed in Hawaii.

5.15. No Recordation. Neither party will record this Agreement, either directly or indirectly as an exhibit or attachment to any other recorded document, in the Hawaii Bureau of Conveyances or in any other filing or record system intended to give actual or constructive notice of any liens or encumbrances on lands or land titles. This Agreement is not intended to create an interest in any real property, and any such interest that may be intended by the parties shall arise only from separate instruments executed and duly recorded by the parties.

5.16. Compliance with Rule Against Perpetuities. If any of the terms or conditions of this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory or common law provision, (b) the rule restricting restraints on alienation or

(c) any other statutory or common law rules imposing time limits, then this Agreement shall terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of Queen Elizabeth II of England.

5.17. Facsimile/Counterparts. Fax (facsimile) copies of this executed Agreement shall be fully binding and effective for all purposes. Fax signatures on documents will be treated the same as original signatures. The Agreement may be executed in counterparts, and said execution shall have the same effect as if all parties executed the same original copy hereof.

5.18. Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: Map showing the Property

Exhibit B: Map Showing Delivery Point

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

WAILUKU COUNTRY ESTATES
IRRIGATION COMPANY

By _____

Its

By _____

Its

# EXHIBIT "A"

Map showing the Property, Water System and Delivery Reservoir

# EXHIBIT "B"

Time Certificate of Deposit

Registration Number: S-1098
Preliminary Order of Registration: March 8, 2002
Revision Date: April 3, 2002

# PUBLIC OFFERING STATEMENT
# WAILUKU COUNTRY ESTATES

1. **NAME AND ADDRESS OF SELLER:** PULUWAI, LLC, a Hawaii limited liability company ("Seller"), having its principal place of business and post office address at Waiehu Beach Center, Suite 115, 270 Waiehu Beach Road, Wailuku, Hawaii 96793.

2. **DESCRIPTION OF LAND:** Wailuku Country Estates is an agricultural subdivision ("Subdivision") located on a total of approximately 470 acres of land in Wailuku, on the Island of Maui in the State of Hawaii (TMK (2) 3-03-02:portion of 01). It is currently contemplated that when fully completed, the Subdivision will consist of 184 agricultural parcels ("lots") ranging between 2 to 3.9 acres in size, with roadway lots, a one acre tank lot, a 2.125 acre exclusion lot, and recreational amenities consisting of a 2.5-acre community park extension for the general public, and a pedestrian and bicycle trail system. Seller, however, makes no guarantee or warranty that all of the currently planned lots, or recreational amenities will be developed.

Seller may offer all or part of these lots for sale. Copies of the maps (collectively, the "Map") showing the Subdivision are attached as Exhibits "A-1" and "A-2" and are made a part of this Public Offering Statement. A full-sized copy of the Map showing the lots in the Subdivision is available for inspection at the offices of the Seller.

3. **OWNERSHIP OF LAND:** Seller has the right to acquire the fee simple interest in the Subdivision from its current owner, Wailuku Agribusiness Co., Inc. ("Wailuku"), under the Real Estate Purchase and Sale Agreement with an effective date of November 27, 2001 ("Wailuku Purchase Agreement"). Seller will close its acquisition of the Subdivision prior to the closing of the first lot in the Subdivision.

4. **NATURE OF INTEREST IN LAND TO BE CONVEYED:** Lots in the Subdivision will be conveyed to purchasers in fee simple upon the closing of the purchase. Seller may, but is not obligated to, offer financing for up to 70% of the purchase price to qualified buyers, to be secured by a mortgage on the lot purchased. Lot purchasers will be given nonexclusive access easements over the roadways within the Subdivision, until the roadways are dedicated to the County of Maui (the "County"), which roadways will be available for public use upon dedication.

5. **TYPE OF INSTRUMENT USED FOR CONVEYANCE:** Lot purchasers will receive a warranty deed which will be delivered and recorded when the purchase closes escrow.

6. **ZONING REGULATIONS:** The Subdivision is located within an "agricultural" district under the State of Hawaii land use laws and the zoning ordinances of the County of Maui, and is also designated "agricultural" on the Wailuku Community Plan. Accordingly, all



EXHIBIT NO.
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uses conducted on all of the lots within the Subdivision are restricted to the uses expressly permitted by the State of Hawaii land use laws, as set forth in Hawaii Revised Statutes ("HRS") Chapter 205, and the zoning ordinances of the County of Maui, as set forth in Maui County Code ("MCC") Chapter 19.30A (collectively, the "Zoning Laws"). In general, the activities and uses which may be conducted on the lots within the Subdivision are described in HRS Section 205-2(d), as further defined by MCC Chapter 19.30A. Among other uses, the Zoning Laws limit the types of dwellings that can be constructed and maintained on the lots to farm dwellings, employee housing and farm buildings. Under the Zoning Laws, a farm dwelling is defined as a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling. In addition, all of the lots in the Subdivision are subject to the Farm Dwelling Agreement dated December 5, 1988, made by Wailuku Agribusiness Co., Inc. and the County of Maui, through its Department of Public Works, and recorded at the Bureau of Conveyances of the State of Hawaii in Liber 22650 at Page 96 ("Farm Dwelling Agreement"). The Farm Dwelling Agreement restricts the dwellings that are permitted to be constructed in the Subdivision to farm dwellings, which must be occupied by a "family" who derives income from the agricultural activity on the parcel. Generally, a "family" is defined by MCC Section 19.04.040 as "an individual living alone or a group of two or more persons related by blood or marriage and their legal issue as a single housekeeping unit in a dwelling unit and in which two boarders, unrelated by blood may be living on a long-term residential basis," or "no more than five unrelated persons living together as a single housekeeping unit."

However, since a portion of the Subdivision, being Lots 1 through 61, 103 through 107, and 118 through 125 of the Subdivision ("Restricted Lots"), is located on lands with soil classified by the Land Study Bureau's detailed land classification as having an overall (master) productivity rating of Class B, these Restricted Lots are further restricted to the uses expressly permitted by HRS Section 205-4.5(a). Accordingly, the only activities and uses which are allowed on the Restricted Lots are the activities and uses expressly permitted by HRS Section 205-4.5(a). No other activities or uses are allowed on the Restricted Lots, except for uses authorized by a special permit issued by the Planning Commission of the County of Maui pursuant to HRS Section 205-6. As required by HRS Section 205-4.5(b), the deed conveying each Restricted Lot in the Subdivision, as well as the Declaration of Covenants, Conditions and Restrictions For Wailuku Country Estates described below and any agreement of sale, mortgage or other instrument of conveyance covering the Restricted Lots, will contain (i) a restriction that all uses conducted on the Restricted Lots are restricted to the uses expressly permitted by HRS Section 205-4.5 and (ii) the condition that the uses conducted on the Restricted Lots must be primarily in pursuit of an agricultural activity. Under the Declaration, the owner of each and every lot in the Subdivision must undertake Agricultural Use (as that term is defined in the Declaration) on such owner's lot. While Agricultural Use may include the cultivation of crops that are propagated for economic or personal use, the raising, breeding or keeping of llamas, horses, cattle, pigs or any other livestock or chickens, turkeys or any other poultry are prohibited. Copies of the applicable portions of HRS Chapter 205, including HRS Section 4.5, and MCC Chapter 19.30A are available from the Seller upon request.

The zoning designations, land use classifications and proposed use of each lot in the Subdivision are shown on the Map attached as Exhibit "A-2" to this Public Offering Statement.

7. USE FOR WHICH PROPERTY OFFERED: The Subdivision has been designed and developed as an agricultural subdivision. Accordingly, as described above, it is intended that the lots within the Subdivision be used for agricultural purposes as required by the Declaration and the Zoning Laws and that single-family dwellings, or "farm dwellings," are permitted only if the dwellings are located on and used in conjunction with a farm or where agricultural activity provides income to the family occupying the dwelling. To facilitate the required agricultural use of the lots in the Subdivision, the Declaration establishes a structure to integrate "Agricultural Use" (as that term is defined in the Declaration) within the Subdivision.

8. ENCUMBRANCES, EASEMENTS, LIENS, RESTRICTIONS: The Subdivision will be subject to certain proposed and existing restrictions, easements and reserved rights. One or more of the currently existing easements may be cancelled, and additional easements may be created or granted by the Seller. Such additional easements have not as yet been designated or granted. Some of the proposed easements are shown on the subdivision map, which is available for inspection at Seller's office. In addition, the existing and proposed easements and encumbrances, and the lots affected by such easements and encumbrances, are described below:

A. RESTRICTIVE COVENANTS AFFECTING ALL LOTS.

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

A complete copy of the Declaration of Covenants, Conditions and Restrictions for Wailuku Country Estates ("Declaration"), which will be recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") before the recordation of the first deed to a lot in the Subdivision, will be provided to each purchaser. Until the Declaration is recorded, there is no assurance that the restrictions contained in the Declaration will be applied uniformly, these restrictions may be changed and they may be difficult to enforce. Certain provisions of the Declaration, such as discussed below, require lot owners to secure permissions, approvals or take certain actions before using or selling their lot. However, this discussion will only highlight certain areas of the Declaration and should not be a substitute for a careful study of the Declaration.

2. All improvements to any lot in the Subdivision must comply with the provisions of the Declaration and the applicable design guidelines ("Design Guidelines") for the Subdivision. Article IV of the Declaration contains provisions for the architectural control over all properties within the Subdivision. Before constructing any improvements on a lot, or making any modifications, additions or alterations to any existing structures, units, or open space appurtenant thereto, each owner must have the plans and specifications approved by Seller or the architectural committee ("Architectural Committee"), whose members are appointed by the Board of Directors ("Board") of Wailuku Country Estates Community Association, Inc. ("Association"). Seller will have exclusive jurisdiction over all original construction and modifications, additions and alterations to existing units, structures and open space on or within any portion of the Subdivision, until Seller delegates all or any portion of this authority to the Architectural Committee, or Seller's rights under Article IV of the Declaration terminates. Variances from the Design Guidelines may be authorized when circumstances, such as topography, natural obstructions, hardship, or aesthetic or environmental considerations, require. The inability to obtain any approval of a governmental agency, any necessary permit, or any

particular financing is not considered a hardship warranting a variance. A copy of the Design Guidelines will be provided to each purchaser.

3. Section 3.2 of the Declaration authorizes the Board of Directors of the Association to make and enforce rules and regulations in addition to those contained in the Declaration and to impose reasonable fees for the use of certain facilities of the Association.

4. The Declaration does not require a dwelling to be constructed within any time period and does not give the developer any rights of first refusal to reacquire the lot.

B. **DECLARATION OF COVENANTS FOR IRRIGATION SYSTEM.**

As described below, the non-potable irrigation water system serving the Subdivision, will be owned and operated by Wailuku Country Estates Irrigation Co., an entity which will be owned and managed by the Association. Accordingly, in order to provide for an equitable allocation of certain costs relating to the maintenance, repair and operation of the features and infrastructure shared by the Association and Wailuku Country Estates Irrigation Co, a Declaration of Covenants for Irrigation System, will be recorded at the Bureau of Conveyances of the State of Hawaii affecting all of the lots in the Subdivision, including the property upon which the Subdivision amenities will be located. In order to facilitate Wailuku Country Estates Irrigation Co.'s maintenance of the shared features and infrastructure, this document will grant to Wailuku Country Estates Irrigation Co. easements over certain portions of the property owned by the Association, which will pay an annual maintenance fee to Wailuku Country Estates Irrigation Co to cover the cost of operating and maintaining the shared features and infrastructure.

C. **OTHER RESTRICTIONS.**

1. As stated above, Seller is in the process of purchasing the Subdivision from Wailuku in accordance with the Wailuku Purchase Agreement, and will close its acquisition of the Subdivision before Seller closes the sale of any lots in the Subdivision. In connection therewith, the Wailuku Purchase Agreement contains the following rights in favor of Wailuku, which will be contained in the instrument conveying the Subdivision from Wailuku to the Seller, and therefore, will affect the title to all of the lots in the Subdivision:

a. **WATER RESERVATION.** After Seller acquires the Subdivision, Wailuku, its successors and assigns, will have the reserved right to all water and water rights (surface and ground water) within or appurtenant to the Subdivision, provided, however, that in the exercise of such rights, Wailuku, and its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the Subdivision or any improvements thereon (with the exception of the maintenance of the Irrigation Ditches described below) or take other action that unreasonably interferes with the development or use of the Subdivision for residential purposes. The reserved right to water includes the right to acquire all of the groundwater which is subterranean of the Subdivision; provided, however, that any well field which is developed by Wailuku to capture such groundwater shall not be located in the Subdivision.

b. **FARMING RESERVATION.** Wailuku, and its successors and assigns, forever, will have, as appurtenant to the lands which are located adjacent or in the vicinity of the Subdivision (the "Adjacent Properties") and which are now owned or used or

hereafter acquired and used by Wailuku, and its successors and assigns, the unrestricted right to engage in any type of farming operation on such Adjacent Properties, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Subdivision. Seller, for itself, and for any person or entity, including the owners of lots in the Subdivision, claiming by or through Seller and their respective successors and assigns, have acknowledged and agreed that the Wailuku, its successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to such operation and/or use of the Adjacent Properties.

c. **IRRIGATION DITCHES.** The Subdivision is affected by two irrigation ditches, identified as the "Waihee Ditch", and the "Reservoir #37 Ditch" (collectively, the "Irrigation Ditches"). [Another irrigation ditch owned by Wailuku, identified as the "Iao-Maniania Ditch", is not part of the Subdivision, but is in the proximity of the Subdivision and abuts on Lots 78, 79, 80, 81, 83, 84, 85, and lots 137 through 142 of the Subdivision. Another irrigation ditch, identified as the "Spreckels Ditch," is not part of the Subdivision, but is in the proximity of the Subdivision and abuts on Lots 1, 2, 3, 4, and 7 of the Subdivision.] After final subdivision approval for the Subdivision is issued, the Waihee Ditch will be owned by Wailuku and will be located on a lot abutting Lots 70, 87 through 93, 95, 96, 97, 98, 112, 113, 126, 128, 148 through 157, of the Subdivision (collectively, the "Waihee Ditch Lots"). The Reservoir #37 Ditch is or will be subject to an easement in favor of Wailuku and will be located within Lots 110, 115, 160, 161, and 178 through 184, and abutting Lots 111 and 114 of the Subdivision (collectively, the "Reservoir #37 Ditch Lots") which easement will be granted in favor of Wailuku pursuant to a Grant of Irrigation Ditch Easement, and to be recorded at the Bureau ("Irrigation Easement"). Under said Irrigation Easement, Wailuku for the benefit of itself, and its successors and assigns, and the land described in said Irrigation Easement, will have perpetual easement rights for the use, operation, maintenance, repair, improvement and/or replacement of the Reservoir #37 Ditch, and the right to use water therefrom, together with rights of access thereto and thereon reasonably required or convenient for such purposes. As required by the Irrigation Easement, lot owners shall not obstruct, divert or otherwise interfere with the full and free flowage of water within and through the Irrigation Ditches, and lot owners will not cause (or allow by any person or entity claiming by or through lot owners) any discharge therein or other act which may affect the free and full use thereof by Wailuku and others entitled thereto. Wailuku may delegate, assign or surrender all or any portion of its rights under the Irrigation Easement, in all or any portion of the Irrigation Ditches and Wailuku shall have no obligation to use, operate, maintain, repair, improve and/or replace all or any portion of the Irrigation Ditches, except to the extent deemed necessary by Wailuku for its use thereof.

As described below, Seller's withdrawal and use of water from the Irrigation Ditches and the "Iao-Maniania Ditch" shall be subject to prior written agreement between Wailuku and Seller (or a single entity designated by Seller, such as Wailuku Country Estates Irrigation Co.) ("Water Delivery Agreement"), in such form as shall be agreed by Wailuku and Seller, providing, among other things, that (i) all water withdrawn by Seller shall be

used exclusively for irrigation of agricultural activities in the Subdivision; (ii) the water will be sold only to a single entity designated by Seller; (iii) such withdrawal and use of water by Seller shall be subject to availability and priority use by Wailuku, and shall not impair or otherwise hinder the exercise and enjoyment of the rights reserved to the Wailuku; (iv) Seller shall be responsible for obtaining, at Seller's expense, all permits, approvals, licenses and certificates as may be required for such withdrawal and use of water by Seller; (v) the withdrawal use of water by Seller shall be metered at Seller's expense; (vi) Seller shall pay Wailuku for such water at the County of Maui prevailing agricultural rate, which rate may change from time to time and is currently .76¢ per thousand gallons; (vii) the Wailuku shall be obligated, subject to force majeure terms and terms therein, to sell up to 1,000,000 gallons per day at the County agricultural rate from the Irrigation Ditches; (viii) our payment obligations under the Water Delivery Agreement shall be secured by a bond or other security to be agreed upon by Wailuku and Seller; and (ix) Wailuku shall be responsible for obtaining, at its expense, all permits, approvals, licenses (including any necessary public utility licenses) and certificates as may be required for delivery and sale of such water to Seller.

d. **WAILUKU'S RESERVED RIGHTS.** Seller has agreed with Wailuku that the Subdivision is located adjacent to, and in the vicinity of, other lands owned by Wailuku or in which Wailuku and/or entities related to Wailuku("Wailuku-Related Entities") have an interest ("Wailuku's Land"), and that Wailuku's Land may be used and/or developed for various purposes from time to time as deemed appropriate by Wailuku, and Seller consented to any such use and/or development of Wailuku's Land. For the benefit of Wailuku and Wailuku's Land, Wailuku and its successors and assigns, in addition to other rights reserved, will have the reserved rights and easements described below, on the terms and conditions contained in the Wailuku Purchase Agreement, which will affect the title to all of the lots in the Subdivision:

(1) ACCESS. Access for Wailuku's activities in the Subdivision and Wailuku's Land, and other agricultural activities on lands in the vicinity of the Subdivision, is presently taken across Wailuku's "Access Roads", affecting portions of the Subdivision. For the benefit of Wailuku, its successors and assigns, and Wailuku's Land, Wailuku shall have a nonexclusive right-of-way and easement to enter upon and use Wailuku's "Access Roads" for access and roadway purposes (including without limitation the operation of agricultural and other heavy equipment), as reasonably necessary or convenient for Wailuku's present activities on or relating to Wailuku's Land, and as may be needed by Wailuku for the continued agricultural activities of others on lands in the vicinity of the Subdivision and for Wailuku's use of the Irrigation Ditches (but not for any other uses of Wailuku's Land or such other lands). Any roadways developed by Seller within and/or crossing Wailuku's Access Road shall be designed, constructed and maintained with appropriate consideration for the accommodation of Wailuku's "Access Road" and its agricultural and water equipment, as well as all of Wailuku's reserved rights.

Wailuku shall indemnify and hold Seller harmless against all loss, liability, claims and expenses directly relating to the exercise by Wailuku of such reserved rights (excepting loss, liability, claims and/or expenses caused by Seller's negligence, willful act or misconduct).

The following summarizes the roads that lead to the Subdivision, and those within the Subdivision.

a. ACCESS TO THE SUBDIVISION

Existing access to the Subdivision is currently provided from Puuohala Street that links the Subdivision with Kahakelii Highway, a public way. In the vicinity of the Subdivision, Kahakelii Highway is a two-lane arterial asphaltic concrete roadway that is generally aligned in the south to north direction, providing regional access between the areas of Wailuku and Waihee. The lanes are generally twelve feet wide with six foot grass shoulders. Puuohala Street is a two-lane local roadway serving the existing Puuohala Camp area, and is a two-lane public right-of-way with asphaltic concrete pavement twenty-four feet in width with no curbs or sidewalks, and is generally aligned in the west to east direction.

Upon completion, primary access to the Subdivision will be directly from the proposed main entrance on Kahakelii Highway, a two-lane asphaltic concrete public roadway with a twenty-four foot wearing surface. A secondary access from Kahakelii Highway onto Puuohala Street will be a two-lane asphaltic concrete street with a twenty-four foot wearing surface.

The roadway improvements providing access to the Subdivision will consist of road widening at the main entrance, intersection lighting and the installation of a left hand turn lane and deceleration and acceleration lanes, and will be constructed in three phases, commencing in September of 2002 with completion scheduled for March of 2004. Seller is responsible for constructing these proposed roadway improvements, at its cost. All roadways providing access to and within the Subdivision will be dedicated to the County of Maui, and maintained by the Department of Public Works of the County of Maui at no direct cost to lot owners.

b. ACCESS WITHIN THE SUBDIVISION

Seller is responsible for constructing, at its expense, an internal roadway system within the Subdivision to provide physical access by conventional automobile to the lots within the Subdivision, and to provide each lot with egress and ingress to Kahakelii Highway. The roadway system within the Subdivision will consist of two-lane streets with wearing surfaces twenty-four feet in width, which will be improved with asphaltic concrete pavement and six foot grassed shoulders. Construction of the roadways within the Subdivision has not started, but is scheduled to be completed in three phases, which are estimated to begin in September of 2002, and should be completed in March of 2004.

Seller intends to dedicate the Puuohala Street extension, and all of the internal roadways within the Subdivision to the County of Maui. However, any roadways within the Subdivision that are not dedicated to the County of Maui will be transferred to, and maintained by, the Association when they are substantially complete. Lot owners will have nonexclusive access easements over the roadways within the Subdivision. When the roadways are dedicated to the County of Maui, they will be maintained by the County of Maui and will be available for public use, at which time the easements over the dedicated roadways will automatically

terminate. However, lot owners will continue to have nonexclusive access over the roadways which remain privately owned by the Association.

In accordance with the Declaration, the Association is responsible for maintenance of the roadways within the Subdivision which will remain private. A portion of the assessments paid by owners to the Association will be for permanent maintenance costs of these private roads. Seller will be responsible for the cost of maintaining the roadways providing access to, and within, the Subdivision until they have been transferred to the County of Maui or the Association. Lot owners will not bear any cost of maintenance during the period Seller maintains the roads. Roads within the Subdivision will be maintained so as to provide year-round access to all lots. Any roadways owned by the County of Maui will be maintained by the Department of Public Works of the County of Maui at no direct cost to lot owners, except that, as set forth in Section 7.2 of the Declaration, the Association will be responsible for the maintenance of all landscaping along and within all public and private roadways within the Subdivision.

11. **WATER SUPPLY:**

Potable water will be supplied to the lots within the Subdivision by an extension of water lines, including storage tanks (the "Central Water System"), to the water system and transmission lines owned, operated and maintained by the Department of Water Supply of the County of Maui, the business address of which is 200 South High Street, Wailuku, Hawaii 96793. All Central Water System improvements within the Subdivision will be constructed by Seller to County standards. The Central Water System and facilities are scheduled to be extended by Seller within the roadway adjacent to each lot. The construction of the Central Water System which will service the lots in the Subdivision has not started, but is scheduled to be completed in three phases, which are estimated to begin in September of 2002, and should be completed in March of 2004, at which time water service will be available to the lots.

Although there will be no charges to lot owners for the construction of this installation, or for any availability fees, special assessments, or deposits for the Central Water System, lot owners will be responsible to pay all user fees and required to reimburse Seller for the connection fee Seller must pay in advance to the County for its permission to connect a standard residential water meter to the lot owner's lot, which connection fee is currently $6,150.00, but may be changed from time to time by the County. Lot owners will also be responsible for the cost of extending water lines and service from the Central Water System lines and facilities located within the abutting roadway to and throughout the dwelling they construct on their lot. Other meter sizes, if requested, may be available for different installation charges. Upon our completion of the Central Water System, it will be transferred to the Department of Water Supply of the County of Maui, which will thereafter be responsible for its maintenance.

Seller also intends, but does not promise, to develop a non-potable water system within the Subdivision to provide irrigation for the landscaping and agricultural activities within the Subdivision. Seller plans to construct, at no cost to lot owners, underground irrigation lines and facilities to transport non-potable water from a reservoir and pump it to each Subdivision lot. There are no guarantees that the Irrigation System will be completed. Before the first bill for non-potable water services is sent out, the non-potable water system, together with Lot 185 and

the water tank, pump and other facilities located thereon (collectively, the "Irrigation System") will be transferred at no charge and free and clear of any monetary encumbrances to Wailuku Country Estates Irrigation Co. ("Irrigation Company"), an entity to be formed under Hawaii law and owned by the Association. The Irrigation Company will then own, operate and maintain the Irrigation System. Seller intends, but does not promise, that the Irrigation Company will enter into the Irrigation Water Agreement with Wailuku under which a maximum of one (1) million gallons per day of non-potable water will be allocated to the Subdivision with a 5,400 gallon per day allocated to each lot. To the extent that it is available to the Irrigation Company, lot owners will be allowed to purchase non-potable water from the Irrigation Company at the rate and upon terms and conditions specified by the Irrigation Company. In addition, each lot owner will be required to purchase, install and maintain, at such owner's cost and expense, a water meter approved by the Irrigation Company that can be connected to the one inch line and stub out for irrigation water to be installed by Seller within the roadway abutting each lot. Subject to increases by the manufacturer, the estimated cost of water meters are $95.00 for a three-fourths (3/4) inch meter and $150.00 for a one (1) inch meter, and the estimated installation cost is $250.00. Each owner will be responsible for installing and maintaining all pumps, lines and other facilities necessary to connect from the irrigation line stub out within the abutting roadway to and within such owner's lot, in accordance with the Declaration and the Design Guidelines. Article XIV of the Declaration describes certain rights and obligations relating to the Irrigation System.

12. **Elevation Of The Land:** The Subdivision extends from 375 feet above sea level to the upper boundary at the 780 foot elevation. The general slope of the Subdivision is approximately fifteen percent, with certain steep drops off exceeding twenty percent on the western boundaries of the site that define Iao Valley. Any lot in the Subdivision may be affected by steep slopes, rock outcroppings, unstable or expansive soil conditions, which may necessitate the use of special construction techniques to build on, or use, such as test borings and excavation work to prepare the site for construction.

13. **Soil Conditions – Drainage:** The Subdivision is situated on a gentle sloping hillside that has been terraced to accommodate an existing macadamia nut orchid. Typical of land within the area, the project site and surrounding areas have subsurface soils known as Iao clay. Since all of the surrounding area, including the project site, is of volcanic origin, these soils developed in alluvium derived from basic igneous rock. The topography, soil and rock composition, drainage and other specific site conditions of each lot may vary. In addition, the Land Study Bureau's Detailed Land Classification Report for the Island of Hawaii has designated the lands within the Subdivision as predominantly Class B and C. The LSB classification system groups lands into homogenous units called Land Types, describes their condition and environment, delineates the areas on serial photo base maps, rates the lands on their overall quality (productivity) in relation to other land, and appraises their performance under selected alternative agricultural crops. A five-class productivity rating is applied using the letters A, B, C, D and E, with A representing the class of highest productivity and E the lowest.

The lots are being sold to purchasers in an "as is" condition, and Seller is making no express or implied warranty with respect to the condition of the soil and site conditions of any of the lots, including, without limitation, any warranty regarding soil compaction, movement or expansion, drainage and suitability of the property for the construction of any type of

improvements or fitness of the property for any particular use. Accordingly, Seller shall have no liability to any purchaser for any defects in the condition of the soil, the site conditions of any lots which may affect the integrity of any improvements constructed on such lot, or for any defect in the condition of such improvements. After closing the sale, all grading, excavation, boulder removal, fill, drainage and site work required for construction will be the purchaser's responsibility.

Drainage with the Subdivision is currently controlled by several surface and underground interceptor ditches consisting of several earthen grass-lined channels located within Lots 29, 30, 31, 32, 45, 46, 47, 48, 53, 54, 55, 56, 57, 63, 64, 103, 106, 107, 118, 170, 171, and 173 through 178 (collectively, the "Drainage Lots") and a concrete-lined ditch located on the south side of Puuohala Place and across Kahakelii Highway and Piihana Road, to minimize soil erosion and flooding by conveying flows in the interceptor channels to Iao Stream. While, in the course of developing the Subdivision, the existing interceptor channels and the concrete-lined ditch will be retained, some of the grassed-lined interceptor channels may be relocated closer to the lot boundaries. Grated catch basins and drainage lines will be installed at appropriate intervals within the new road right-of-ways to convey runoff into the existing interceptor channels and concrete-lined ditch. Each Drainage Lot will be subject to recorded easements for drainage, access, maintenance and other purposes, and no structures may be constructed over, under or across any drainage ditches, channels or facilities.

In order to allow lot owners greater flexibility in determining the design and location of their dwelling, Seller will not be grading the individual lots. Seller does not intend to do so, except in unusual circumstances when Seller believes that grading will be mutually beneficial to Seller and the lot owner. Therefore, while there are no lots which require draining prior to being used for the purpose for which they are sold, varying degrees of grading, including excavation and fill, may be necessary to prepare each lot for the construction of improvements on the lot.

During construction within the Subdivision, disturbances to vegetation and the soil layer may cause erosion of soil from wind or stormwater runoff. If unabated, this erosion could impact surrounding areas and the nearshore environment as a result of sedimentation. To mitigate these impacts, Seller has prepared an erosion control program. Temporary erosion control measures will be implemented during the construction of Subdivision, including the seeding of completed graded areas, the use of diversion ditches and silting basins and fencing, as required by the County of Maui. In addition to the Irrigation Ditches and drainageways traversing various areas of the Subdivision, permanent measures which will be implemented include improvements to the existing drainage system, such as a subsurface collection system consisting of catch basins and piping, grass swales and dry wells. A program of control for soil erosion, sedimentation and periodic flooding will include measures, such as ditches, swales, infiltrations, trenches and pits, drywells, culverts and control basins to convey flows for subsurface disposal. The program will be approved by the County of Maui, as appropriate, and constructed along with the roadway improvements in the Subdivision.

14. SEWAGE DISPOSAL FACILITIES:

An underground sewage collection system serving all lots within the Subdivision will be installed by Seller and connected to the central sanitary sewer system owned, operated and

Country Estates Community Association. Seller shall be responsible for all closing costs incurred by Seller, including, but not limited to, the following: (i) any conveyance tax, (ii) one-half (1/2) of the escrow fees; and (iii) all attorneys' fees and costs associated with the preparation and recordation of the deed of conveyance. Except as may otherwise be provided herein, real property taxes and subdivision assessments and maintenance fees shall be prorated between the purchaser and the Seller as of the date of closing. Any other closing costs shall be apportioned in a manner customary for real estate transactions of this nature in Honolulu, Hawaii.

(b) The Seller will have the unilateral right to cancel the purchase agreement in the event that it does not acquire the Subdivision whereupon all deposits paid by purchasers, together with all interest earned thereon, will be refunded to the purchaser and neither Seller nor purchaser will have any further rights or obligations under the purchase agreement.

(c) The purchase agreement provides that if a purchaser defaults, or fails to perform his obligations, under the purchase agreement, and fails to cure such a default within twenty (20) days after Seller provides written notice to the purchaser of the default, Seller may terminate the purchase agreement and all amounts, including any earned interest, which such purchaser has paid under the purchase agreement will belong to the Seller as liquidated damages, but if the purchaser's default occurs after the purchaser has paid 15% of the purchase price for his lot, exclusive of interest, Seller will refund to the purchaser any amount which remains from the payments such purchaser has made after subtracting 15% of the purchase price, exclusive of interest, or the amount of our actual damages, whichever is greater. If Seller defaults under the purchase agreement, and fails to cure such a default within twenty (20) days after the purchaser notifies Seller of the default, the purchaser may either terminate the purchase agreement or seek the specific performance of the purchase agreement. If the purchaser elects to terminate, the purchaser will be entitled to a full refund of all amounts deposited by the purchaser under the purchase agreement plus any earned interest. If the purchaser seeks specific performance, the purchaser will not be entitled to recover damages from us in any such proceeding.

(d) Any dispute relating to the purchase agreement or the Subdivision between the purchaser and Seller, or which is raised or asserted after the closing of the purchaser's purchase of a lot, must be submitted to mediation and if necessary, to binding arbitration.

(e) The Seller will be offering the lots, and purchasers will be purchasing the lots, subject to the Declaration, the Map and other matters disclosed to purchasers prior to closing.

Each purchaser should read the purchase agreement for other provisions regarding the rights and obligations of the purchaser and the Seller in connection with the purchase of a lot.

25. RECREATIONAL FACILITIES: A 2.5-acre parcel within the Subdivision will be developed by Seller as an extension to an existing County community park. Upon completion to County requirements, this 2.5-acre park extension will be dedicated to the County of Maui, which will then be responsible for the maintenance of this park. It will be improved by Seller, which improvements will include landscaping, picnic tables, benches and some area lighting. In

addition, a biking and walking trail system will be developed along the Irrigation Ditches within the Subdivision for the use of its residents.

The trail system and other amenities within the Subdivision (other than the community park extension) will be, upon their completion and transfer, operated by, and maintained at the expense of, the Association, through its regular quarterly assessments, which are estimated to initially be approximately $90.00 per lot. Upon its completion and dedication to the County, the community park extension will be owned and maintained by the County and will be open for public use.

26. **ESCROW OR TRUST AGREEMENT:** Seller has entered into a Wailuku Country Estates Subdivision Escrow Agreement with Island Title Corporation ("Escrow Agent"), 1132 Bishop Street, Suite 400, Honolulu, Hawaii 96813, (808) 531-0261, covering the deposit, receipt, collection and disbursement of all funds to be paid by purchasers, copies of which Subdivision Escrow Agreement are on file in Seller's office and available for inspection by purchasers during reasonable business hours. All payments to be made under the purchase agreement must be paid by purchasers in the form of a check payable to the order of the Escrow Agent pursuant to the Subdivision Escrow Agreement. No cash shall be accepted by Seller or its agents. Purchasers' funds paid into escrow may be disbursed by the Escrow Agent only as provided in the Subdivision Escrow Agreement and only in accordance with the provisions of Chapter 484, Hawaii Revised Statutes, as amended, and the rules and regulations adopted thereunder.

27. **REPRESENTATIVE OR REAL ESTATE AGENT IN HAWAII:** Seller is working with a licensed real estate company and will market the lots in the Subdivision jointly. Seller's principal broker is Shore to Shore Realty, Inc., and its address and phone number is as follows:

331 Hookahi Street, Suite 202
Wailuku, Hawaii 96793
(808) 244-7142

The broker may engage other brokers to aid in the sale of lots in the Subdivision.

28. **NAME AND ADDRESS OF AGENCY TO RECEIVE SERVICE:** Not Applicable. This section applies to out-of-state subdividers only.

29. **NATURAL HAZARDS:** Although the area of the Subdivision has not been formally identified by any federal, state or local agency as an area subject to the frequent occurrence of natural hazards, the natural hazards which could have the greatest potential impact upon the physical character of the Subdivision, aside from occasional storms and strong winds, are the following:

a. AIR QUALITY. In the short-term, fugitive dust from construction activities could impact air quality in the immediate area. State air pollution control regulations require that there be no visible fugitive dust emissions at the property line. Accordingly, an effective dust control plan will be implemented in an effort to ensure compliance with state regulations. This plan may include watering active work areas, keeping adjacent paved roads clean, covering open bodied trucks, and the use of wind screens.

Over the long-term, indirect adverse impacts to air quality may result from the delivery of electrical power to the Subdivision; however, based upon the estimated emission rates involved and the relative changes in demand, the impacts are expected to be small.

Pesticides used to maintain the landscaped areas and agricultural areas, if not properly applied, could also impact air quality downwind. Measures that might be used that would provide an added level of protection from pesticides include using shrouded spray equipment, maintaining a buffered distance between the target spray areas and populated locations.

b. STEEP CLIFFS. The steep cliffs along the western boundaries of the Subdivision that define Iao Valley, being Lots 70 through 77, could pose a potential danger due to a severe drop off along the cliff. Accordingly, lot owners should take all necessary precautions, such as the erection of fences or walls, to protect themselves and their families, guests and property from the dangers presented by the steep cliffs.

c. FIRE HAZARD RATING. The Hawaii Insurance Bureau has established a rating system for fire hazards based on the availability of water, the capability of the fire department and emergency communication system. The current rating for fire hazards in the Subdivision is four to five on a scale from one to ten with ten representing less than the minimum recognized protection.

d. IRRIGATION DITCHES. As described above, the Irrigation Ditches and other irrigation ditches in the proximity of the Subdivision, and surface and underground drainage system are significant features of the Subdivision, serving the primary functions of facilitating the availability of non-potable water for the agricultural activity within the Subdivision, as well as Wailuku's Land, and facilitating the proper drainage of the Subdivision. However, these Irrigation Ditches and other irrigation ditches in the proximity of the Subdivision, and certain portions of the drainageways are uncovered and present certain risks of danger to persons, especially children, and property, such as drowning and flooding. Accordingly, lot owners should take all necessary precautions to protect themselves and their families, guests and property from the dangers presented by the Irrigation Ditches, the other irrigation ditches in proximity of the Subdivision and drainage system.

e. FLOODS. The FEMA Flood Insurance Rate Maps ("Flood Maps") show drainageways which will impact the lots in the Subdivision. The Flood Maps show a Flood Zone C designation throughout the entire property and affecting all of the lots in the Subdivision. Zone C is defined as areas with minimal flooding.

f. AGRICULTURAL ACTIVITIES. The Subdivision is, and will continue to be, in agricultural production, and therefore, the use of pesticides, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Subdivision.

In addition, as described above, the Adjacent Properties which are located adjacent or in the vicinity of the Property and which are now owned or used or hereafter acquired and used by the Seller, and its successors and assigns, have the unrestricted right to engage in any type of farming operation on such Adjacent Properties, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Property. Each lot owner, for himself or herself, and any person or entity claiming by or through the lot owner and his or her respective successors and assigns, will be required to acknowledge and agree that Seller, and its successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by, or related to, such operation and/or use of the Adjacent Properties.

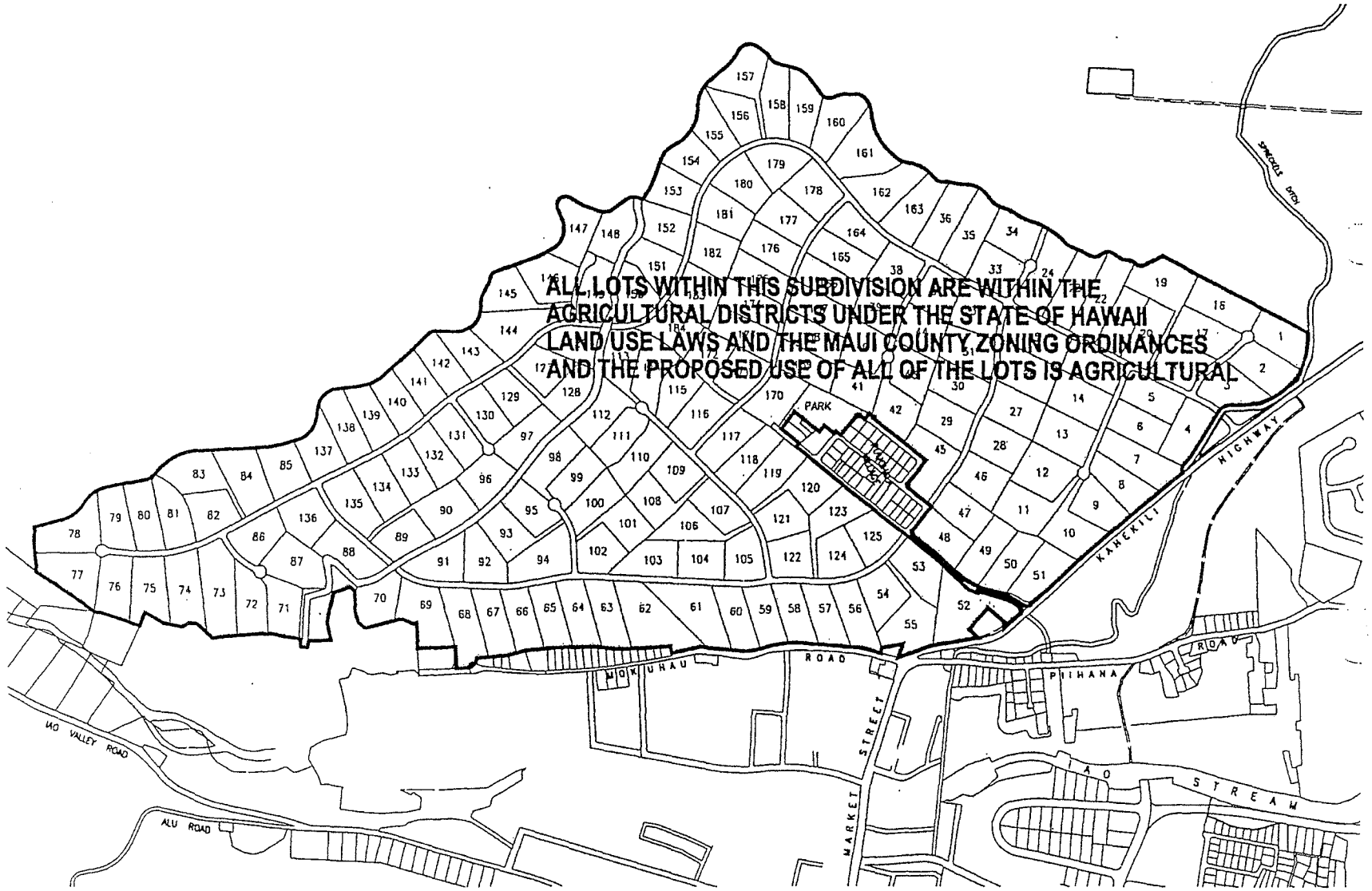
Seller's not aware of any other unusual safety factors or hazards which affect the Subdivision or of any proposed plans for construction which may create a future nuisance or safety hazard.

30. HOSPITAL/MEDICAL FACILITIES: The nearest medical facility is the state-operated Maui Memorial Hospital located in Wailuku on Mahalani Street, approximately 7 miles from the Subdivision. A twenty-four hour emergency ambulance service is available in conjunction with the Maui Memorial Hospital.

31. OWNER'S ASSOCIATION; MAINTENANCE ASSESSMENTS: Pursuant to the Declaration, the Association has been established with respect to the Subdivision, and the owner of each lot in the Subdivision will be deemed to be a member of the Association upon such owner's acquisition of a lot in the Subdivision. The Association will levy assessments in accordance with the Declaration, as described in paragraph 32 below.

32. ROAD MAINTENANCE FUND: Although the Declaration does not contemplate the establishment of a specific road maintenance fund for the private roadways within the Subdivision, to the extent that the private roadways are included within the Association's Area of Common Responsibility (as that term is defined in the Declaration), the cost of maintaining the private roadways, as well as the cost of performing all of the Association's obligations under the Declaration, will be paid by the Association out of the assessments collected by the Association from its membership in accordance with the Declaration. Since the Seller will be a member of the Association, it will also be responsible for the payment of assessments (or in lieu thereof, the

EXHIBIT A-2




# WAILUKU COUNTRY ESTATES

# READ THIS PROPERTY REPORT BEFORE SIGNING ANYTHING

This Report is prepared and issued by the developer of this Subdivision. It is NOT prepared or issued by the Federal Government.

Federal law requires that you receive this Report prior to your signing a contract or agreement to buy or lease a lot in this Subdivision. However, NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

If you received this Report prior to signing a contract or agreement, you may cancel your contract or agreement by giving notice to the seller any time before midnight of the seventh day following the signing of the contract or agreement.

If you did not receive this Report before you signed a contract or agreement, you may cancel the contract or agreement any time within two (2) years from the date of signing.

| | |
|---|---|
| Name of Subdivision: | Wailuku Country Estates |
| Name of Developer: | Puluwai, LLC, a Hawaii limited liability company |
| Date of this Report: | May 3, 2002 |

EXHIBIT NO.
**2189 WCEIC - 229**

## GENERAL INFORMATION

This Property Report covers one hundred eighty-four (184) lots located within the agricultural subdivision, known as "Wailuku Country Estates," situated in the County of Maui, State of Hawaii. See page 44 of this Report for a listing of these lots. Although it is estimated that the Wailuku Country Estates subdivision will contain 184 lots, we have reserved the right to annex additional property in accordance with the Declaration of Covenants, Conditions and Restrictions for Wailuku Country Estates referred to on page 7 under the heading "Restrictions on the Use of Your Lot." For the purposes of this Property Report, the Wailuku Country Estates agricultural subdivision is referred to as the "Subdivision."

The developer of this Subdivision is:

Puluwai, LLC
Waiehu Beach Center, Suite 115
270 Waiehu Beach Road
Wailuku, Hawaii 96793
Telephone number: (808) 242-1112

Answers to questions and information about this Subdivision may be obtained by telephoning the developer at the number listed above.

YOUR USE OF YOUR LOT IS LIMITED BY THE DESIGNATION OF THE LAND AS AGRICULTURAL BY LOCAL LAW. SEE THE DISCUSSION ON PAGE 6 OF THIS REPORT. ALSO, THE SUBDIVISION IS AND WILL CONTINUE TO BE, USED FOR AGRICULTURAL PRODUCTION AND SUBJECT TO AN EASEMENT IN FAVOR OF THE OWNERS OF ADJOINING LAND ALLOWING THESE OWNERS TO USE THEIR LAND FOR SUCH PURPOSES. THIS MAY RESULT IN NOXIOUS EMISSIONS SUCH AS NOISE, SMOKE, DUST, LIGHT, HEAT, VAPOR, ODOR, CHEMICALS, VIBRATIONS AND OTHER NUISANCES AFFECTING YOUR LOT WITHOUT ANY LIABILITY BY US.

THE COUNTY HAS STATED IN A LETTER TO US THAT ITS WATER SYSTEM APPEARS TO BE ADEQUATE TO SERVE THE SUBDIVISION AT THIS TIME; HOWEVER, THE SYSTEM'S CAPACITY IS LIMITED SO A CASE-BY-CASE DETERMINATION OF CAPACITY WILL BE MADE AT THE TIME EACH BUILDING PERMIT IS APPLIED FOR. CONSEQUENTLY, THE COUNTY CANNOT PROVIDE ANY ASSURANCE THAT WATER SERVICE WILL BE AVAILABLE AT THE TIME IT IS APPLIED FOR.

have paid 15% of the purchase price for your lot, exclusive of interest, we will refund to you any amount which remains from the payments you have made after subtracting 15% of the purchase price, exclusive of interest, or the amount of our actual damages, whichever is greater. If we default under the purchase agreement, and fail to cure such a default within twenty (20) days after you notify us of the default, you may either terminate the purchase agreement or seek the specific performance of the purchase agreement. If you elect to terminate, you will be entitled to a full refund of all amounts deposited by you under the purchase agreement plus any earned interest. If you seek specific performance, you will not be entitled to recover damages from us in any such proceeding.

Any dispute relating to the purchase agreement or the Subdivision between you and us, or which is raised or asserted after the closing of your purchase of a lot, must be submitted to mediation and if necessary, to binding arbitration.

## RESTRICTIONS ON THE USE OF YOUR LOT

### Restrictive Covenants

### A. AGRICULTURE USE.

The Subdivision is located within an "agricultural" district under the State of Hawaii land use laws and the zoning ordinances of the County of Maui, and is also designated "agricultural" on the Wailuku Community Plan. Accordingly, all uses conducted on all of the lots within the Subdivision are restricted to the uses expressly permitted by the State of Hawaii land use laws, as set forth in Hawaii Revised Statutes ("HRS") Chapter 205, and the zoning ordinances of the County of Maui, as set forth in Maui County Code ("MCC") Chapter 19.30A (collectively, the "Zoning Laws"). In general, the activities and uses which may be conducted on the lots within the Subdivision are described in HRS Section 205-2(d), as further defined by MCC Chapter 19.30A. Among other uses, the Zoning Laws limit the types of dwellings that can be constructed and maintained on the lots to farm dwellings, employee housing and farm buildings. Under the Zoning Laws, a farm dwelling is defined as a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling. In addition, all of the lots in the Subdivision are subject to the Farm Dwelling Agreement dated December 5, 1988, made by Wailuku Agribusiness Co., Inc. and the County of Maui, through its Department of Public Works, and recorded at the Bureau of Conveyances of the State of Hawaii in Liber 22650 at Page 96 ("Farm Dwelling Agreement"). The Farm Dwelling Agreement restricts the dwellings that are permitted to be constructed in the Subdivision to farm dwellings, which must be occupied by a "family" who derives income from the agricultural activity on the parcel. Generally, a "family" is defined by MCC Section 19.04.040 as "an individual living alone or a group of two or more persons related by blood or marriage and their legal issue as a single housekeeping unit in a dwelling unit and in which two boarders, unrelated by blood may be living on a long-term residential basis," or "no more than five unrelated persons living together as a single housekeeping unit."

However, since a portion of the Subdivision, being Lots 1 through 61, 103 through 107 and 118 through 125 of the Subdivision ("Restricted Lots"), is located on lands with soil classified by the Land Study Bureau's detailed land classification as having an overall (master) productivity rating of Class B, these Restricted Lots are further restricted to the uses expressly permitted by HRS Section 205-4.5(a). Accordingly, the only activities and uses which are allowed on the Restricted Lots are the activities and uses expressly permitted by HRS Section 205-4.5(a). No other activities or uses are allowed on the Restricted Lots, except for uses authorized by a special permit issued by the Planning Commission of the County of Maui pursuant to HRS Section 205-6. As required by HRS Section 205-4.5(b), the deed conveying each Restricted Lot in the Subdivision, as well as the Declaration of Covenants, Conditions and Restrictions For Wailuku Country Estates described below and any agreement of sale, mortgage or other instrument of conveyance covering the Restricted Lots, will contain (i) a restriction that all uses conducted on the Restricted Lots are restricted to the uses expressly permitted by HRS Section 205-4.5 and (ii) the condition that the uses conducted on the Restricted Lots must be primarily in pursuit of an agricultural activity. Under the Declaration, the owner of each and every lot in the Subdivision must undertake Agricultural Use (as that term is defined in the Declaration) on such owner's lot. While Agricultural Use may include the cultivation of crops that are propagated for economic or personal use, the raising, breeding or keeping of llamas, horses, cattle, pigs or any other livestock or chickens, turkeys or any other poultry are prohibited. Copies of the applicable portions of HRS Chapter 205, including HRS Section 4.5, and MCC Chapter 19.30A are available from us upon request.

B. **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

A complete copy of the Declaration of Covenants, Conditions and Restrictions for Wailuku Country Estates ("Declaration"), which will be recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") before the recordation of the first deed to a lot in the Subdivision, will be provided to you. Until the Declaration is recorded, there is no assurance that the restrictions contained in the Declaration will be applied uniformly, these restrictions may be changed and they may be difficult to enforce. Certain provisions of the Declaration, such as discussed below, require you to secure permissions, approvals or take certain actions before using or selling your lot. However, this discussion will only highlight certain areas of the Declaration and should not be a substitute for your careful study of the Declaration.

1. All improvements to any lot in the Subdivision must comply with the provisions of the Declaration and the applicable design guidelines ("Design Guidelines") for the Subdivision. Article IV of the Declaration contains provisions for the architectural control over all properties within the Subdivision. Before constructing any improvements on your lot, or making any modifications, additions or alterations to any existing structures, units, or open space appurtenant thereto, you must have the plans and specifications approved by us or the architectural committee ("Architectural Committee"), whose members are appointed by the Board of Directors ("Board") of Wailuku Country Estates Community Association, Inc. ("Association"). We will have exclusive jurisdiction over all original construction and modifications, additions and alterations to existing units, structures and open space on or within

any portion of the Subdivision, until we delegate all or any portion of this authority to the Architectural Committee, or our rights under Article IV of the Declaration terminates. Variances from the Design Guidelines may be authorized when circumstances, such as topography, natural obstructions, hardship, or aesthetic or environmental considerations, require. The inability to obtain any approval of a governmental agency, any necessary permit, or any particular financing is not considered a hardship warranting a variance. A copy of the Design Guidelines will be provided to you.

2. To facilitate the required agricultural use of the lots in the Subdivision, the Declaration establishes a structure to integrate "Agricultural Use" (as that term is defined in the Declaration) within the Subdivision. The agricultural program is more fully described in Article XVI of the Declaration.

3. Section 3.2 of the Declaration authorizes the Board of Directors of the Association to make and enforce rules and regulations in addition to those contained in the Declaration and to impose reasonable fees for the use of certain facilities of the Association.

4. The Declaration does not require a home to be constructed within any time period and does not give the developer any rights of first refusal to reacquire the lot.

C. **DECLARATION OF COVENANTS FOR IRRIGATION SYSTEM.**

As described under the heading "Utilities" beginning on page 23 of this Property Report, the non-potable irrigation water system serving the Subdivision, will be owned and operated by Wailuku Country Estates Irrigation Co., an entity which will be owned and managed by the Association. Accordingly, in order to provide for an equitable allocation of certain costs relating to the maintenance, repair and operation of the features and infrastructure shared by the Association and Wailuku Country Estates Irrigation Co, a Declaration of Covenants for Irrigation System, will be recorded at the Bureau of Conveyances of the State of Hawaii affecting all of the lots in the Subdivision, including the property upon which the Subdivision amenities will be located. In order to facilitate Wailuku Country Estates Irrigation Co.'s maintenance of the shared features and infrastructure, this document will grant to Wailuku Country Estates Irrigation Co. easements over certain portions of the property owned by the Association, which will pay an annual maintenance fee to Wailuku Country Estates Irrigation Co to cover the cost of operating and maintaining the shared features and infrastructure.

D. **OTHER RESTRICTIONS.**

1. As described under the heading "Method of Sale" beginning on page 3 of this Property Report, we are in the process of purchasing the Subdivision from the Seller in accordance with the Wailuku Purchase Agreement, and will close our acquisition of the Subdivision before we close the sale of any lots in the Subdivision. In connection therewith, the Wailuku Purchase Agreement contains the following rights in favor of the Seller, which will be contained in the instrument conveying the Subdivision from the Seller to us, and therefore, will affect the title to all of the lots in the Subdivision:

a. **WATER RESERVATION.** After we acquire the Subdivision, the Seller, its successors and assigns, will have the reserved right to all water and water rights (surface and ground water) within or appurtenant to the Subdivision, provided, however, that in the exercise of such rights, the Seller, and its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the Subdivision or any improvements thereon (with the exception of the maintenance of the Irrigation Ditches described below) or take other action that unreasonably interferes with the development or use of the Subdivision for residential purposes. The reserved right to water includes the right to acquire all of the groundwater which is subterranean of the Subdivision; provided, however, that any well field which is developed by the Seller to capture such groundwater shall not be located in the Subdivision.

b. **FARMING RESERVATION.** The Seller, and its successors and assigns, forever, will have, as appurtenant to the lands which are located adjacent or in the vicinity of the Subdivision (the "Adjacent Properties") and which are now owned or used or hereafter acquired and used by the Seller, and its successors and assigns, the unrestricted right to engage in any type of farming operation on such Adjacent Properties, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Subdivision. We, for ourselves, and for any person or entity, including the owners of lots in the Subdivision, claiming by or through us and their respective successors and assigns, have acknowledged and agreed that the Seller, its successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to such operation and/or use of the Adjacent Properties.

c. **IRRIGATION DITCHES.** The Subdivision is affected by two irrigation ditches, identified as the "Waihee Ditch", and the "Reservoir #37 Ditch" (collectively, the "Irrigation Ditches"). [Another irrigation ditch owned by Seller, identified as the "Iao-Maniania Ditch", is not part of the Subdivision, but is in the proximity of the Subdivision and abuts on Lots 78, 79, 80, 81, 83, 84, 85, and lots 137 through 142 of the Subdivision. Another irrigation ditch, identified as the "Spreckels Ditch," is not part of the Subdivision, but is in the proximity of the Subdivision and abuts on Lots 1, 2, 3, 4, and 7 of the Subdivision.] After final subdivision approval for the Subdivision is issued, the Waihee Ditch will be owned by Seller and will be located on a lot abutting Lots 70, 87 through 93, 95, 96, 97, 98, 112, 113, 126, 128, 148 through 157, of the Subdivision (collectively, the "Waihee Ditch Lots"). The Reservoir #37 Ditch is or will be subject to an easement in favor of Seller and will be located within Lots 110, 115, 160, 161, and 178 through 184, and abutting Lots 111 and 114 of the Subdivision (collectively, the "Reservoir #37 Ditch Lots") which easement will be granted in favor of Seller pursuant to a Grant of Irrigation Ditch Easement, and to be recorded at the Bureau ("Irrigation Easement"). Under said Irrigation Easement, Seller for the benefit of itself, and its successors and assigns, and the land described in said Irrigation Easement, will have perpetual easement rights for the use, operation, maintenance, repair, improvement and/or replacement of the Reservoir #37 Ditch,

and the right to use water therefrom, together with rights of access thereto and thereon reasonably required or convenient for such purposes. As required by the Irrigation Easement, lot owners shall not obstruct, divert or otherwise interfere with the full and free flowage of water within and through the Irrigation Ditches, and lot owners will not cause (or allow by any person or entity claiming by or through lot owners) any discharge therein or other act which may affect the free and full use thereof by Seller and others entitled thereto. Seller may delegate, assign or surrender all or any portion of its rights under the Irrigation Easement, in all or any portion of the Irrigation Ditches and Seller shall have no obligation to use, operate, maintain, repair, improve and/or replace all or any portion of the Irrigation Ditches, except to the extent deemed necessary by Seller for its use thereof.

As described under the heading "Utilities" beginning on page 23 of this Property Report, our withdrawal and use of water from the Irrigation Ditches and the "Iao-Maniania Ditch" shall be subject to prior written agreement between the Seller and us (or a single entity designated by us, such as Wailuku Country Estates Irrigation Co.) ("Water Delivery Agreement"), in such form as shall be agreed by the Seller and us, providing, among other things, that (i) all water withdrawn by us shall be used exclusively for irrigation of agricultural activities in the Subdivision; (ii) the water will be sold only to a single entity designated by us; (iii) such withdrawal and use of water by us shall be subject to availability and priority use by the Seller, and shall not impair or otherwise hinder the exercise and enjoyment of the rights reserved to the Seller; (iv) we shall be responsible for obtaining, at our expense, all permits, approvals, licenses and certificates as may be required for such withdrawal and use of water by us; (v) the withdrawal use of water by us shall be metered at our expense; (vi) we shall pay the Seller for such water at the County of Maui prevailing agricultural rate, which rate may change from time to time and is currently .76¢ per thousand gallons; (vii) the Seller shall be obligated, subject to force majeure terms and terms therein, to sell up to 1,000,000 gallons per day at the County agricultural rate from the Irrigation Ditches; (viii) our payment obligations under the Water Delivery Agreement shall be secured by a bond or other security to be agreed upon by the Seller and us; and (ix) the Seller shall be responsible for obtaining, at its expense, all permits, approvals, licenses (including any necessary public utility licenses) and certificates as may be required for delivery and sale of such water to us.

d. **SELLER'S RESERVED RIGHTS.** We have agreed with the Seller that the Subdivision is located adjacent to, and in the vicinity of, other lands owned by the Seller or in which the Seller and/or entities related to the Seller ("Seller-Related Entities") have an interest (the "Seller's Land"), and that the Seller's Land may be used and/or developed for various purposes from time to time as deemed appropriate by the Seller, and we have consented to any such use and/or development of the Seller's Land. For the benefit of the Seller and the Seller's Land, the Seller and its successors and assigns, in addition to other rights reserved, will have the reserved rights and easements described below, on the terms and conditions contained in the Wailuku Purchase Agreement, which will affect the title to all of the lots in the Subdivision:

(1) ACCESS. Access for the Seller's activities in the Subdivision and the Seller's Land, and other agricultural activities on lands in the vicinity of the Subdivision, is

presently taken across the Seller's "Access Roads", affecting portions of the Subdivision. For the benefit of the Seller, its successors and assigns, and the Seller's Land, the Seller shall have a nonexclusive right-of-way and easement to enter upon and use the Seller's "Access Roads" for access and roadway purposes (including without limitation the operation of agricultural and other heavy equipment), as reasonably necessary or convenient for the Seller's present activities on or relating to the Seller's Land, and as may be needed by the Seller for the continued agricultural activities of others on lands in the vicinity of the Subdivision and for the Seller's use of the Irrigation Ditches (but not for any other uses of the Seller's Land or such other lands). Any roadways developed by us within and/or crossing Seller's Access Road shall be designed, constructed and maintained with appropriate consideration for the accommodation of Seller's "Access Road" and its agricultural and water equipment, as well as all of the Seller's reserved rights.

The Seller shall indemnify and hold us harmless against all loss, liability, claims and expenses directly relating to the exercise by the Seller of such reserved rights (excepting loss, liability, claims and/or expenses caused by our negligence, willful act or misconduct).

(2) **DESIGNATION, GRANT OF EASEMENTS.** To the extent portions of the Subdivision have not been effectively defined by metes and bounds and/or not subdivided, when subdivision is necessary to effectuate a right, and, as such, not sufficient for the effective reservation or conveyance and exercise of the rights reserved in favor of the Seller in the Wailuku Purchase Agreement, we, for ourselves and on behalf of our successors and assigns, have agreed that the easements and reserved rights in favor of the Seller shall constitute a blanket easement for the purposes set forth the Wailuku Purchase Agreement and we further agreed to cooperate with the Seller and to diligently take such actions (at no cost to us, except that we shall be responsible for our own attorneys' and other consultants' fees and costs relating thereto, and except that we shall be responsible, at our expense, for appropriate designation of our roadways) as necessary or convenient for the Seller to pursue and obtain all applicable approvals and authorizations to effectively designate and effectuate such easement areas affecting the Subdivision, including the subdivision thereof, if necessary, and to immediately thereupon execute one or more grants of easement, on the terms set forth herein, and such additional terms as are reasonably agreed by the Seller and us, conveying to the Seller, its successors and assigns, such easement and other rights as provided herein.

(3) **DRAINAGE EASEMENT; INDEMNITY.** The Seller, and its successors and assigns, will have the reserved right to perpetual easements over, through and across the Subdivision, and appurtenant to the Seller's Land or appropriate portions thereof, at certain locations as necessary to accommodate drainage from or across the Seller's Land in its currently existing and/or natural pattern and flow to its place of entry upon the Subdivision. The developer and the owner of each affected lot, will be required to assume all liability for damage to persons or property caused by or resulting from the flow of drainage from, over, through or across the Subdivision, from Seller's Land in its currently existing and/or natural pattern and flow to its place of entry upon the Subdivision or any interference therewith, and to agree to and

shall indemnify, defend and hold harmless the Seller and Seller's Related Entities from and against any liability, claim, demand, action or suit arising out of or in connection with such drainage (excepting loss, liability, claims and/or expenses caused by the negligence, willful act or misconduct of the Seller).

In connection with the foregoing rights in favor of the Seller, one or more instruments, including grants or declarations of easements, will be executed and recorded against the Subdivision, and in particular the Waihee Ditch Lots and the Reservoir #37 Ditch Lots (collectively, the "Irrigation Ditch Lots"). These instruments will be prepared in the course of, and prior to, our acquisition of the Subdivision from the Seller, and copies of these instruments will be provided to you before the closing of your purchase of a lot in the Subdivision.

Easements

There are easements within the Subdivision which will affect your lot. Some of these easements affect all of the lots in the Subdivision while other easements only affect certain lots.

A. **EASEMENTS AFFECTING ALL LOTS.**

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Ditch (Kalani auwai) and Waihee Ditch as shown on tax map.

3. LOT C (ROADWAY), containing an area of 2,152 square feet or 0.049 acre, as shown on tax map.

4. EASEMENT 2 (area: 243 square feet) for pipeline purposes as shown on map of Puuohala Subdivision, Maui Electric Company Sub-Station, prepared by Norman Saito, Registered Professional Surveyor dated September 23, 1970.

5. Rights of native tenants as reserved in certain Royal Patents constituting the Subdivision.

6. Exchange Deed dated October 24, 1973, recorded at said Bureau in Liber 9654 at Page 326. The foregoing includes, but is not limited to, matters relating to reservations in favor of the STATE OF HAWAII for minerals and all surface and ground waters, etc.

7. Grant in favor of Maui Electric Company, Limited and Hawaiian Telephone Company (now known as Verizon Hawaii, Inc.), dated June 8, 1978, recorded at said Bureau in Liber 12991 at Page 504; granting a nonexclusive right and easement for utility purposes, as shown on map attached thereto.

8. Grant in favor of Maui Electric Company, Limited and Hawaiian Telephone Company (now known as Verizon Hawaii, Inc.), dated January 5, 1987, recorded at said Bureau in Liber 20331 at Page 23; granting a perpetual right and easement for utility purposes as shown

on the map attached thereto.

9. Agreement to Defer the Construction Of Subdivision Improvements dated October 3, 1988, made by and between Wailuku Agribusiness Co., Inc. (Subdivider) and County of Maui and its Department of Water Supply, recorded at said Bureau in Liber 22626 at Page 32.

10. Farm Dwelling Agreement dated December 5, 1988, made by and between Wailuku Agribusiness Co., Inc., "Applicant" and County of Maui through its Department of Public Works, "Department", recorded at said Bureau in Liber 22650 at Page 96.

11. Grant in favor of Board of Water Supply of the County of Maui, a political subdivision of the State of Hawaii dated June 19, 1989, recorded at said Bureau in Liber 23382 at Page 469; granting a non-exclusive easements to construct, reconstruct, maintain, operate, repair and remove a water pipeline over, under and across certain easement areas from the Mokuhau Pump Station to the west end of Puuohala Road, said easement areas described as follows:

a. A 15-feet wide waterline easement over and across portions of Land Commission Award 2435 to Kahooke and Grant 3343 to Claus Spreckels, situate north of Mokuhau Road at Umieu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described in said Grant;

b. A varying width waterline easement being all of Diversion Easement C, over and across portions of Kamehameha IV Deed to C. Brewer, et al, R. P. 6102, L. C. Aw. 3294-B Apana 1 M-2 to Moomooiki, R. P. 5289, L. C. Aw. 3488 to Kaawa, R. P. 5366, L. C. Aw. 377 to John Pelletier, R. P. 6102, L. C. Aw. 3294-B Apana 2 to Moomooiki, R. P. 6101, L. C. Aw. 3388 to Paiwi and R. P. 7774, L. C. Aw. 3335 to Naonohi, situate at Wailuku, Island and County of Maui, State of Hawaii and more particularly described in said Grant; and

c. A varying width waterline easement being portion of Phase 3, Easement A, over and across portions of Royal Patent 6102, Land Commission Award 3294-B, Apana 1 to Moomooiki, Royal Patent 6065, Land Commission Award 3387 to Poolili and Kamehameha IV Deed to C. Brewer, et. al., situate at Wailuku, Island and County of Maui, State of Hawaii and more particularly described in said Grant.

12. All of the lots in the Subdivision are subject to the Declaration. You are advised to read the Declaration in its entirety for an understanding of the particular provisions relating to such easements, restrictions, rights and obligations. In particular, you should also be aware that the Declaration provides for certain easements, restrictions and other rights and obligations which are intended to facilitate the complete development of the Subdivision for the overall benefit of the owners, such as:

a) Section 9.3 (Right of declarant to subject portions of the Subdivision to additional covenants and easements by way of a supplemental declaration);

b) Section 11.1 (Easements in common area);

c) Section 11.2 (Reciprocal easement of encroachment on Lots and common area for unintentional placement or settling or shifting of improvements and for maintenance of such improvements);

d) Section 11.3 (Easement for the installation and maintenance of utilities);

e) Section 11.4 (Easement to declarant over the common area for the purpose of enjoyment, use, access and development of other property;

f) Section 11.5 (Easement for the purpose of maintenance and for emergency, security and safety reasons);

g) Sections 11.6 and 14.4 (Easements to maintain irrigation facilities, reservoir, ditches and any wetlands);

h) Section 11.7 (Right of declarant to inspect, monitor, test and correct any structure or improvement on the property);

i) Section 11.9 (Easement for agricultural use);

j) Section 11.10 (Right of declarant and the Association to maintain portions of lots);

k) Section 11.11 (Easement for drainage and flowage purposes affecting all lots);

l) Section 11.12 (Association easement describing permitted activities and Agricultural Use);

m) Section 16.4 (Easement for use of roads within Subdivision and common area, and lots for the Agricultural Use); and

n) Section 20.4 (Right of Wailuku Country Estates Irrigation Co. for ingress and egress to maintain the non-potable water system).

Certain Subdivision amenities, such as the community park extension, may not be subject to the Declaration, and we will have the discretion to develop these amenities free of any restrictions which may otherwise apply under the terms of the Declaration. The community park extension will be dedicated to the County of Maui and therefore, will not be located on the lots covered by this Property Report.

B. EASEMENTS AFFECTING CERTAIN LOTS.

1. Grant in favor of the County of Maui dated June 25, 1976, recorded at said Bureau in Liber 11493 at Page 322; granting an easement to construct, reconstruct, maintain, operate, repair and remove a drainage system, all in accordance with the Tri-Isle Resource Conservation and Development Project, Happy Valley Flood Prevention R. C. & D. Measure Plan, etc., over, under and across Easements 1 and 2 for storm drain purposes, as described in said Grant (affecting Lot 52).

2. Grant in favor of the County of Maui dated June 13, 1978, recorded at said Bureau in Liber 12970 at Page 17; granting a non-exclusive easement to construct, reconstruct, maintain, operate, repair and/or remove a drainage system and a maintenance road, all in accordance with the Tri-Isle Resource Conservation and Development Project, Happy Valley Flood Prevention R. C. & D. Measure Plan, etc. over, under and across Easement A for storm drain purposes (affecting Lots 52, 53, 144, 149, 150, 170, 172 and 184), and Easement B for maintenance road purposes (affecting Lots 147 and 150), as described in said Grant.

3. Grant in favor of the County of Maui dated May 21, 1980, recorded at said Bureau in Liber 14765 at Page 591; granting a non-exclusive easement to construct, reconstruct, maintain, operate, repair and/or remove a drainage system, all in accordance with the Tri-Isle Resource Conservation and Development Project, Happy Valley Flood Prevention R. C. & D. Measure Plan, etc., over, under and across Diversion Easements A, B, C and E, as described in said Grant (affecting Lots 29 through 32, 45 through 48, 53 through 57, 63, 64, 103, 106, 107, 118, 170, 171, and 173 through 178).

4. Grant in favor of the County of Maui dated April 1, 1981, recorded at said Bureau in Liber 15644 at Page 255; granting non-exclusive easement to construct, reconstruct, maintain, operate, repair and remove a sewerline or sewerlines, and manholes, over, under, across and through Easement A and Easement B, etc., as described in said Grant (affecting Lots 48 and 52).

5. Grant in favor of Maui Electric Company, Limited and Hawaiian Telephone Company (now known as Verizon Hawaii, Inc.), dated April 26, 1982, recorded at said Bureau in Liber 16390 at Page 716; granting a non-exclusive right and easement to build, construct, rebuild, reconstruct, repair, maintain, operate and remove pole and wire lines and/or underground lines, etc., for the transmission of electricity, along, across, over, through, upon and under Easement A and Easement B as described in said Grant (affecting Lots 24, 25, 29, 30, 31, 32, 45, 46, 47, 48 and 52).

6. Drainage easements (affecting Lots 87, 88, 89, 90, 96, 97, 126, 128 and 184).

7. Sanitary sewer easements (affecting Lots 1 through 5, 7, 8, 9, 10, 13, 26, 27, 28, 41 through 45, 48, 49, 54 through 60, 62 through 69, 71 through 76, 87, 88, 89, 90, 96, 97, 99, 103, 111, 123, 126, 128, 133, 136, 165 through 169, 173, 180, 181, 182 and 183).

8. Walkway easements (affecting Lots 48, 49, 87, 88, 90, 96, 97, 126 and 128).

9. No vehicular parking restrictions on all roads within the Subdivision, as set forth in Maui County Code Sections 10.48.020 and 10.48.030.

10. Irrigation easements (affecting Lots 52 through 60, 92, 93, 98, 99, 100, 104, 105, 108, 110, 113 through 120, 123, 125, 161, and 178 through 184).

11. Water easements (affecting Lots 90, 96, 99, 111 and 139).

12. Electrical, telephone and cable television easements (affecting Lots 1, 3, 4, 6, 7, 9 through 24, 26, 28 through 43, 45 through 56, 58, 60, 70, 71, 73, 75 through 84, 86 through 89, 91, 92, 94 through 100, 102, 103, 104, 105, 107, 109, 110, 112 through 125, 127, 129, 130, 132, 134, 136 through 147, 149 through 164, 166, 168, 169, 171 through 179, 181, 183 and 185).

These easements may impact the use of your lot. All easements affecting specific lots are shown on the plans of the Subdivision, which will be recorded, and described in the title insurance commitment for your lot, if you decide to purchase title insurance for your lot, which you can obtain before closing, and you should review these carefully before buying a lot.

## PLATS, ZONING, SURVEYING, PERMITS AND ENVIRONMENT

### Plats

The plat for the lots covered by this Property Report has received preliminary approval by the County of Maui, and we have submitted to the State of Hawaii an application for a preliminary order of registration for the lots covered by this Property Report. Under Hawaii law, we are allowed to enter into binding contracts, or non-binding reservations, for the sale of lots which have been tentatively approved by the County of Maui, so long as the State of Hawaii has issued an order of registration for the Subdivision. Prior to the closing of any sales of the lots in the Subdivision, the final plat covering the lots in this Property Report will be recorded at the Bureau of Conveyances of the State of Hawaii, and we will obtain a final order of registration from the State of Hawaii. The descriptions of the lots as set forth on the approved plats, when recorded, will be legally adequate for the conveyance of the lots.

We are currently preparing a revised plat to reflect the lot or lots upon which the Waihee Ditch will be located and the easement areas over which the Iao-Maniania Ditch, the Reservoir #37 Ditch and the Spreckles Ditch will be located. This revised plat will be available for your review at the time that you sign a purchase agreement for a lot, and these revisions will be incorporated into the final plat.

### Zoning

As described under the heading "Restrictions on the Use of Your Lot" beginning on page 6 of this Property Report, the Subdivision is located within an "agricultural" district under the zoning regulations and ordinances for the County of Maui and on the general land use plan of the State of Hawaii, as well as the community plan adopted by the County of Maui, for the area

in which the Subdivision is located. All lots in the Subdivision will be developed in accordance with, and you must comply with, the provisions of all applicable Zoning Laws. You must also comply with the provisions of the Declaration, which contains restrictions regarding the use of the lots in the Subdivision. In the event of any conflict or inconsistency between the Zoning Laws and the Declaration, the more restrictive provision will control if it does not violate applicable Zoning Laws.

We invite you to review the Zoning Laws in their entirety and/or to consult an attorney or State of Hawaii or County of Maui officials as to their applicability to your use of a lot in the Subdivision.

Surveying

At no cost to you, the boundaries of each lot within the Subdivision have been, or will be before closing, surveyed and marked for identification. However, any surveys required in accordance with submittals under the Design Guidelines are your responsibility.

Permits

In order to begin construction on your lot, you must obtain a building permit from the County of Maui, Department of Land Use and Codes, the business address of which is 200 South High Street, Wailuku, Hawaii 96793. No other governmental permits will be necessary in order for you to use the lot for its intended purpose, so long as said use is permitted under the Zoning Ordinances. However, as discussed in the paragraph entitled "Restrictive Covenants" on page 6, you must have the plans and specifications for your improvements approved by us or the Architectural Committee before beginning the construction of the improvements, and all uses conducted on each lot must comply with the Zoning Ordinances.

Environment

No environmental impact study has been prepared which considers the effect of the Subdivision on the environment. Consequently, no determination has been made as to the possible adverse effects the Subdivision may have upon the environment and surrounding area.

## ROADS

Here, we discuss the roads that lead to the Subdivision, those within the Subdivision and the location of nearby communities.

### ACCESS TO THE SUBDIVISION

Existing access to the Subdivision is currently provided from Puuohala Street that links the Subdivision with Kahakelii Highway, a public way. In the vicinity of the Subdivision, Kahakelii Highway is a two-lane arterial asphaltic concrete roadway that is generally aligned in the south to north direction, providing regional access between the areas of Wailuku and Waihee. The lanes are generally twelve feet wide with six foot grass shoulders. Puuohala Street is a two-lane local roadway serving the existing Puuohala Camp area, and is a two-lane public right-of-way with asphaltic concrete pavement twenty-four feet in width with no curbs or sidewalks, and is generally aligned in the west to east direction.

Upon completion, primary access to the Subdivision will be directly from the proposed main entrance on Kahakelii Highway, a two-lane asphaltic concrete public roadway with a twenty-four foot wearing surface. A secondary access from Kahakelii Highway onto Puuohala Street will be a two-lane asphaltic concrete street with a twenty-four foot wearing surface.

The roadway improvements providing access to the Subdivision will consist of road widening at the main entrance, intersection lighting and the installation of a left hand turn lane and deceleration and acceleration lanes, and will be constructed in three phases, commencing in September of 2002 with completion scheduled for March of 2004. We are responsible for constructing these proposed roadway improvements, at our cost, according to the following estimated schedule:

| Phase | Estimated Starting Date (month/year) | Percentage of Construction Now Complete | Estimated Completion Date (month/year) | Present Surface | Final Surface |
|---|---|---|---|---|---|
| 1 | September 2002 | 0% | March 2003 | None | Asphaltic Concrete |
| 2 | April 2003 | 0% | September 2003 | None | Asphaltic* Concrete |
| 3 | October 2003 | 0% | March 2004 | None | Asphaltic Concrete |

All roadways providing access to and within the Subdivision will be dedicated to the County of Maui, and maintained by the Department of Public Works of the County of Maui at no direct cost to you. However, the County of Maui is not required to accept these roadways for maintenance until it determines that the roadways have been constructed in compliance with county standards.

ACCESS WITHIN THE SUBDIVISION

We are responsible for constructing, at our expense, an internal roadway system within the Subdivision to provide physical access by conventional automobile to the lots within the Subdivision, and to provide each lot with egress and ingress to Kahakelii Highway. The roadway system within the Subdivision will consist of two-lane streets with wearing surfaces twenty-four feet in width, which will be improved with asphaltic concrete pavement and six foot grassed shoulders. Construction of the roadways within the Subdivision has not started, but is scheduled to be completed in three phases, which are estimated to begin in September of 2002, and should be completed in March of 2004, according to the following schedule:

| Phase | Estimated Starting Date (month/year) | Percentage of Construction Now Complete | Estimated Completion Date (month/year) | Present Surface | Final Surface |
|---|---|---|---|---|---|
| 1 | September 2002 | 0% | March 2003 | None | Asphaltic Concrete |
| 2 | April 2003 | 0% | September 2003 | None | Asphaltic Concrete |
| 3 | October 2003 | 0% | March 2004 | None | Asphaltic Concrete |

NO FUNDS HAVE BEEN SET ASIDE IN AN ESCROW OR TRUST ACCOUNT, AND THERE ARE NO OTHER FINANCIAL ARRANGEMENTS TO ASSURE COMPLETION OF THE PROPOSED ROADWAYS.

We intend to dedicate the Puuohala Street extension, and all of the internal roadways within the Subdivision to the County of Maui. However, any roadways within the Subdivision that are not dedicated to the County of Maui will be transferred to, and maintained by, the Association when they are substantially complete. Lot owners will have nonexclusive access easements over the roadways within the Subdivision. When the roadways are dedicated to the

County of Maui, they will be maintained by the County of Maui and will be available for public use, at which time the easements over the dedicated roadways will automatically terminate. However, the County of Maui is not required to accept these roadways for maintenance until it determines that the roadways have been constructed in compliance with county standards. However, lot owners will continue to have nonexclusive access over the roadways which remain privately owned by the Association.

In accordance with the Declaration, the Association is responsible for maintenance of the roadways within the Subdivision which will remain private. A portion of the assessments paid by owners to the Association will be for permanent maintenance costs of these private roads. We will be responsible for the cost of maintaining the roadways providing access to, and within, the Subdivision until they have been transferred to the County of Maui or the Association. You will not bear any cost of maintenance during the period we maintain the roads. Roads within the Subdivision will be maintained so as to provide year-round access to all lots. Any roadways owned by the County of Maui will be maintained by the Department of Public Works of the County of Maui at no direct cost to you, except that, as set forth in Section 7.2 of the Declaration, the Association will be responsible for the maintenance of all landscaping along and within all public and private roadways within the Subdivision.

## UTILITIES

Here we will discuss the availability and costs of basic utilities. The areas covered will be water, sewer, electricity, telephone, and fuel or other energy sources.

### WATER

#### Central Water System

Potable water will be supplied to the lots within the Subdivision by an extension of water lines, including storage tanks (the "Central Water System"), to the water system and transmission lines owned, operated and maintained by the Department of Water Supply of the County of Maui, the business address of which is 200 South High Street, Wailuku, Hawaii 96793. All Central Water System improvements within the Subdivision will be constructed by us to County standards. The Central Water System and facilities are scheduled to be extended by us within the roadway adjacent to each lot. The construction of the Central Water System which will service the lots in the Subdivision has not started, but is scheduled to be completed in three phases, which are estimated to begin in September of 2002, and should be completed in March of 2004, at which time water service will be available to the lots, according to the following schedule:

| Phase | Estimated Starting Date (Month/Year) | Percentage of Construction Now Complete | Estimated Date of Service Availability (Month/Year) |
|---|---|---|---|
| 1 | September 2002 | 0% | March 2003 |
| 2 | April 2003 | 0% | September 2003 |
| 3 | October 2003 | 0% | March 2004 |

Although there will be no charges to you for the construction of this installation, or for any availability fees, special assessments, or deposits for the Central Water System, you will be responsible to pay all user fees and required to reimburse us for the connection fee we must pay in advance to the County for its permission to connect a standard residential water meter to your lot, which connection fee is currently $6,150.00, but may be changed from time to time by the County. You will also be responsible for the cost of extending water lines and service from the Central Water System lines and facilities located within the abutting roadway to and throughout the dwelling you construct on your lot. Other meter sizes, if requested, may be available for different installation charges.

Upon our completion of the Central Water System, it will be transferred to the Department of Water Supply of the County of Maui, which will thereafter be responsible for its maintenance. All permits and approvals required for the construction and operation of the Central Water System will be obtained in due course, but have not yet been obtained.

NO FUNDS HAVE BEEN SET ASIDE IN AN ESCROW OR TRUST ACCOUNT, AND THERE ARE NO OTHER FINANCIAL ARRANGEMENTS, TO ASSURE COMPLETION OF THE CENTRAL WATER SYSTEM SERVING THE LOTS IN THE SUBDIVISION.

SINCE CONSTRUCTION OF THE WATER SYSTEM HAS NOT BEEN COMPLETED, NO LOTS IN THE SUBDIVISION CAN NOW BE SERVED BY THESE FACILITIES. IN ADDITION, NOT ALL OF THE NECESSARY PERMITS, APPROVALS AND LICENSES HAVE BEEN OBTAINED FOR THE WATER SYSTEM. UNTIL SUCH PERMITS ARE OBTAINED, THERE IS NO ASSURANCE THAT THESE FACILITIES CAN BE COMPLETED, OPERATED OR USED.

You may not install a private well or other water system. Use of the Central Water System is mandatory. Water will not be available until the Central Water System is extended to your lot.

The Department of Water Supply of the County of Maui has confirmed that if the Central Water System is completed as proposed, it will be able to supply enough water to serve the anticipated population of the lots covered by this Property Report. Water supplied by the County of Maui is tested at regular intervals and the results show that the water meets all standards for a public water supply.

We also intend, but do not promise, to develop a non-potable water system within the Subdivision to provide irrigation for the landscaping and agricultural activities within the Subdivision. We plan to construct, at no cost to you, underground irrigation lines and facilities to transport non-potable water from a water tank and pump located on Lot 185 of the Subdivision to each lot. There are no guarantees that the Irrigation System will be completed. Before the first bill for non-potable water services is sent out, the non-potable water system, together with Lot 185 and the water tank, pump and other facilities located thereon (collectively, the "Irrigation System") will be transferred at no charge and free and clear of any monetary encumbrances to Wailuku Country Estates Irrigation Co. ("Irrigation Company"), an entity to be formed under Hawaii law and owned by the Association. The Irrigation Company will then own, operate and maintain the Irrigation System. We intend, but do not promise, that the

Irrigation Company will enter into the Water Delivery Agreement with the Seller under which a maximum of one (1) million gallons per day of non-potable water will be allocated to the Subdivision with a 5,400 gallon per day allocated to each lot. To the extent that it is available to the Irrigation Company, lot owners will be allowed to purchase non-potable water from the Irrigation Company at the rate and upon terms and conditions specified by the Irrigation Company. In addition, each lot owner will be required to purchase, install and maintain, at such owner's cost and expense, a water meter approved by the Irrigation Company that can be connected to the one inch line and stub out for irrigation water to be installed by us within the roadway abutting each lot. Subject to increases by the manufacturer, the estimated cost of water meters are $95.00 for a three-fourths (3/4) inch meter and $150.00 for a one (1) inch meter, and the estimated installation cost is $250.00. Each owner will be responsible for installing and maintaining all pumps, lines and other facilities necessary to connect from the irrigation line stub out within the abutting roadway to and within such owner's lot, in accordance with the Declaration and the Design Guidelines. Article XIV of the Declaration describes certain rights and obligations relating to the Irrigation System.

SEWER

Central Sewer System

An underground sewage collection system serving all lots within the Subdivision will be installed by us and connected to the central sanitary sewer system owned, operated and maintained by the Wastewater Department of the County of Maui, the business address of which is 200 High Street, Wailuku, Hawaii 96793. Construction of the sewage collection system to serve the lots in the Subdivision has not started, but is estimated to be completed in three phases, which are estimated to begin in September of 2002 and be completed in March of 2004, at which time sewer service will be available to these lots, according to the following schedule:

| Phase | Estimated Starting Date (Month/Year) | Percentage of Construction Now Complete | Estimated Date of Service Availability (Month/Year) |
|---|---|---|---|
| 1 | September 2002 | 0% | March 2003 |
| 2 | April 2003 | 0% | September 2003 |
| 3 | October 2003 | 0% | March 2004 |

The sewage collection system has been designed to provide sufficient capacity to service the connection of all of the lots covered by this Property Report, and the Wastewater Department of the County of Maui has verified that its system can presently serve the anticipated population in the Subdivision.

## RECREATIONAL FACILITIES

| Facility | Percentage of Construction Now Complete | Estimated Date of Start of Construction (month/year) | Estimated Date Available for Use (month/year) | Financial Assurance of Completion | Buyers' Annual Cost or Assessments |
|---|---|---|---|---|---|
| Bike/walking trails | 0% | September of 2002 | March of 2004 | None | Included in association dues (initially - $250 quarterly) |
| Community Park | 0% | September of 2002 | March of 2004 | None | None |

WE WILL NOT OWN THE BIKE AND WALKING TRAIL SYSTEM OR THE COMMUNITY PARK EXTENSION, SO WE CANNOT ASSURE THEIR CONTINUED AVAILABILITY.

### Constructing The Facilities

A 2.5-acre parcel within the Subdivision will be developed by us as an extension to an existing County community park. Upon completion to County requirements, this 2.5-acre park extension will be dedicated to the County of Maui, which will then be responsible for the maintenance of this park. It will be improved by us, which improvements will include landscaping, picnic tables, benches and some area lighting. In addition, a biking and walking trail system will be developed along the Irrigation Ditches within the Subdivision for the use of its residents. Although a portion of the purchase price will be allocated to pay for a portion of the cost of constructing the park extension and the trail system, buyers will not otherwise be responsible for any of the construction costs. We will provide the additional funds necessary to complete the promised community park extension and the trail system. The community park extension and the bike and walking trail system will be the principal amenities serving the Subdivision.

### Maintaining The Facilities

The trail system and other amenities within the Subdivision (other than the community park extension) will be, upon their completion and transfer, operated by, and maintained at the expense of, the Association, through its regular quarterly assessments, which are estimated to initially be approximately $250.00 per lot. Upon its completion and dedication to the County, the community park extension will be owned and maintained by the County and will be open for public use.

## Transfer of Facilities

Upon completion, the trail system and other private amenities will be transferred to the Association free of financial encumbrances. The construction of the amenities will be partially financed by a construction loan secured by a mortgage in favor of the construction lender. This mortgage will be released upon the repayment of the construction loan which is intended to occur before the amenities are transferred to the Association. Although it is not intended that the Association will transfer the title to any of its facilities, we make no representation concerning the continuing or future ownership of the recreational facilities by the Association. The community park extension will be dedicated to the County of Maui upon completion free and clear of financing encumbrances. There should be no material adverse effect on lot owners from such anticipated transfer.

## Permits

The necessary permits for the construction and use of the amenities within the Subdivision, including the community park extension and the trail system, have not been obtained. Therefore, there is no assurance that the lot owners will be able to use these amenities.

## Who May Use the Facilities

The community park extension will be dedicated to the County of Maui and will thereupon be available for public use. The community park extension will be open to use by the general public and their use of the park may limit use of it by lot owners. We do not guaranty any type of exclusive use of the park. The biking and walking trail system will be private and therefore, will only be available for use by the lot owners and their guests.

## SUBDIVISION CHARACTERISTICS AND CLIMATE

In this section, we will discuss the basic terrain of this Subdivision, its climate, and any nuisance or hazards in this area.

### GENERAL TOPOGRAPHY

The Subdivision is situated on a gentle sloping hillside that has been terraced to accommodate an existing macadamia nut orchid. Typical of land within the area, the project site and surrounding areas have subsurface soils known as Iao clay. Since all of the surrounding area, including the project site, is of volcanic origin, these soils developed in alluvium derived from basic igneous rock . The topography, soil and rock composition, drainage and other specific site conditions of each lot may vary.

Approximately 10% of the Subdivision is projected to remain open space or developed parkland, including the undeveloped portions of the lots after homes are constructed. A community park extension will be developed within the Subdivision.

The Subdivision extends from 375 feet above sea level to the upper boundary at the 780 foot elevation. The general slope of the Subdivision is approximately fifteen percent, with certain steep drops off exceeding twenty percent on the western boundaries of the site that define Iao Valley. Any lot in the Subdivision may be affected by steep slopes, rock outcroppings, unstable or expansive soil conditions, which may necessitate the use of special construction techniques to build on, or use, such as test borings and excavation work to prepare the site for construction.

ANY LOT IN THIS SUBDIVISION MAY HAVE A SLOPE OF 20% OR MORE. THIS MAY AFFECT THE TYPE AND COST OF CONSTRUCTION.

### WATER COVERAGE

While certain lots will have Irrigation Ditches that run through or along their front or rear boundaries, there are no lots or significant portions of lots (other than lots that have Irrigation Ditches located thereon) within the Subdivision that are covered by water at any time other than briefly following unusually heavy rainfall in which event overflow may occur from the Irrigation Ditches or drainage facilities. This does not affect the prospective use of the lots other than having the design for a home avoid any established drainageway and Irrigation Ditches.

DRAINAGE AND FILL

Drainage within the Subdivision is currently controlled by several surface and underground interceptor ditches consisting of several earthen grass-lined channels located within Lots 29, 30, 31, 32, 45, 46, 47, 48, 53, 54, 55, 56, 57, 63, 64, 103, 106, 107, 118, 170, 171, and 173 through 178 (collectively, the "Drainage Lots") and a concrete-lined ditch located on the south side of Puuohala Place and across Kahakelii Highway and Piihana Road, to minimize soil erosion and flooding by conveying flows in the interceptor channels to Iao Stream. While, in the course of developing the Subdivision, the existing interceptor channels and the concrete-lined ditch will be retained, some of the grassed-lined interceptor channels may be relocated closer to the lot boundaries. Grated catch basins and drainage lines will be installed at appropriate intervals within the new road right-of-ways to convey runoff into the existing interceptor channels and concrete-lined ditch. Each Drainage Lot will be subject to recorded easements for drainage, access, maintenance and other purposes, and no structures may be constructed over, under or across any drainage ditches, channels or facilities. Copies of the recorded easement documents will be available prior to the closing of the first lot in the Subdivision.

In order to allow you greater flexibility in determining the design and location of your dwelling, we will not be grading the individual lots. We do not intend to do so, except in unusual circumstances when we believe that grading will be mutually beneficial to us and the lot owner. Therefore, while there are no lots which require draining prior to being used for the purpose for which they are sold, varying degrees of grading, including excavation and fill, may be necessary to prepare each lot for the construction of improvements on the lot. Since you will be responsible for determining the extent of grading you desire to conduct on your lot, it is very speculative to estimate the cost of such grading, but we believe it could range between $1,000.00 to $50,000.

FLOOD PLAIN

The FEMA Flood Insurance Rate Maps ("Flood Maps") show drainageways which will impact the lots in the Subdivision. The Flood Maps show a Flood Zone C designation throughout the entire property and affecting all of the lots in the Subdivision. Zone C is defined as areas with minimal flooding.

Although flood insurance is not generally required in connection with the financing of improvements on the lots, flood insurance is available through the National Flood Insurance Program. This program limits coverage to $500,000.00 and such coverage costs approximately $2,000.00 per year. Under this program, an estimate for flood insurance for a $450,000.00 home in a Flood Zone C, is approximately $1,000.00.

FLOODING AND SOIL EROSION

During construction within the Subdivision, disturbances to vegetation and the soil layer may cause erosion of soil from wind or stormwater runoff. If unabated, this erosion could

impact surrounding areas and the nearshore environment as a result of sedimentation. To mitigate these impacts, we have prepared an erosion control program. Temporary erosion control measures will be implemented during the construction of Subdivision, including the seeding of completed graded areas, the use of diversion ditches and silting basins and fencing, as required by the County of Maui. In addition to the Irrigation Ditches and drainageways traversing various areas of the Subdivision, permanent measures which will be implemented include improvements to the existing drainage system, such as a subsurface collection system consisting of catch basins and piping, grass swales and dry wells. A program of control for soil erosion, sedimentation and periodic flooding will include measures, such as ditches, swales, infiltrations, trenches and pits, drywells, culverts and control basins to convey flows for subsurface disposal. The program will be approved by the County of Maui, as appropriate, and constructed along with the roadway improvements in the Subdivision. No bond or other financial assurance has been posted or provided to assure the completion of the erosion control program.

NUISANCES

The Subdivision is, and will continue to be, in agricultural production, and therefore, the use of pesticides, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Subdivision.

As described under the heading "Restrictions on the Use of Your Lot" beginning on page 6, the Adjacent Properties which are located adjacent or in the vicinity of the Property and which are now owned or used or hereafter acquired and used by the Seller, and its successors and assigns, have the unrestricted right to engage in any type of farming operation on such Adjacent Properties, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Property. You, for yourself, and any person or entity claiming by or through you and your respective successors and assigns, will be required to acknowledge and agree that we, and our successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by, or related to, such operation and/or use of the Adjacent Properties.

Other than ongoing construction activities, such as the subdivision improvements, recreational amenities and dwellings are built, and the remainder of the Subdivision is developed, we are not aware of any other nuisances which affect the Subdivision.

## HAZARDS

Although the area of the Subdivision has not been formally identified by any federal, state or local agency as an area subject to the frequent occurrence of natural hazards, the natural hazards which could have the greatest potential impact upon the physical character of the Subdivision, aside from occasional storms and strong winds, are the following:

### 1. AIR QUALITY.

In the short-term, fugitive dust from construction activities could impact air quality in the immediate area. State air pollution control regulations require that there be no visible fugitive dust emissions at the property line. Accordingly, an effective dust control plan will be implemented in an effort to ensure compliance with state regulations. This plan may include watering active work areas, keeping adjacent paved roads clean, covering open bodied trucks, and the use of wind screens.

Over the long-term, indirect adverse impacts to air quality may result from the delivery of electrical power to the Subdivision; however, based upon the estimated emission rates involved and the relative changes in demand, the impacts are expected to be small.

Pesticides used to maintain the landscaped areas and agricultural areas, if not properly applied, could also impact air quality downwind. Measures that might be used that would provide an added level of protection from pesticides include using shrouded spray equipment, maintaining a buffered distance between the target spray areas and populated locations.

### 2. STEEP CLIFFS.

The steep cliffs along the western boundaries of the Subdivision that define Iao Valley, being Lots 70 through 77, could pose a potential danger due to a severe drop off along the cliff. Accordingly, lot owners should take all necessary precautions, such as the erection of fences or walls, to protect themselves and their families, guests and property from the dangers presented by the steep cliffs.

### 3. FIRE HAZARD RATING.

The Hawaii Insurance Bureau has established a rating system for fire hazards based on the availability of water, the capability of the fire department and

emergency communication system. The current rating for fire hazards in the Subdivision is four to five on a scale from one to ten with ten representing less than the minimum recognized protection.

We are not aware of any other unusual safety factors or hazards which affect the Subdivision or of any proposed plans for construction which may create a future nuisance or safety hazard.

4. **IRRIGATION DITCHES.**

As described under the heading "Restrictions on the Use of Your Lot" beginning on page 6 of this Property Report, the Irrigation Ditches and other irrigation ditches in the proximity of the Subdivision, and surface and underground drainage system are significant features of the Subdivision, serving the primary functions of facilitating the availability of non-potable water for the agricultural activity within the Subdivision, as well as the Seller's Land, and facilitating the proper drainage of the Subdivision. However, these Irrigation Ditches and other irrigation ditches in the proximity of the Subdivision, and certain portions of the drainageways are uncovered and present certain risks of danger to persons, especially children, and property, such as drowning and flooding. Accordingly, lot owners should take all necessary precautions to protect themselves and their families, guests and property from the dangers presented by the Irrigation Ditches, the other irrigation ditches in proximity of the Subdivision and drainage system.

R-723

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 01, 2002 08:01 AM
Doc No(s) 2002-133340

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

12 1/2 Z6

LAND COURT REGULAR SYSTEM

**AFTER RECORDATION, RETURN BY: MAIL (X) PICK-UP ( )**

**Land Use and Codes Administration**
**County of Maui**
**200 South High Street**
**Wailuku, Maui, Hawaii 96793**

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TGA319198-C R/S

Total Pgs: (12)

TMK No. (2) 3-03-02:01

LUCA File No. 3.1722

SUBDIVISION AGREEMENT
(AGRICULTURAL USE)

THIS AGREEMENT made and entered into this 26th day of July, 2002, by and between WAILUKU AGRIBUSINESS CO., INC., whose principal place of business is 255 East Waiko Road, Wailuku, Hawaii 96793 and whose mailing address is 255 East Waiko Road, Wailuku, Hawaii 96793, hereinafter called the ("Owner"), and the COUNTY OF MAUI, through its Department of Public Works and Waste Management, a body politic and corporate, and a political subdivision of the State of Hawaii, having its principal

EXHIBIT NO.
**2189 WCEIC - 230**

place of business and mailing address at 200 South High Street, Wailuku, Maui, Hawaii 96793,

W I T N E S S E T H :

WHEREAS, Owner is the owner of a certain parcel of real property identified in LUCA File No. 3.1722, incorporated herein by reference and made a part hereof and situate at Wailuku, County of Maui, State of Hawaii, Tax Map Key No. (2) 3-03-02:01, containing an area of approximately 1,290.816 acres hereinafter called the "Property"; and

WHEREAS, the Owner desires to subdivide the above-referenced Property in an undertaking known as the Iao Valley Large Lot Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the Subdivision will contain lots of the following: Lot A-1, 834.016 acres; Lot A-2, approximately 455.498 acres; Road Lots A-3 through A-12 of varying acreage; and

WHEREAS, the Property or a portion of the Property is classified Agricultural by the State Land Use Commission; and

WHEREAS, Lot(s) A-1, A-2 of the Subdivision have been classified by the Land Study Bureau's Detailed Land Classification as Overall (MASTER) Productivity Rating Class B, C & E; and

WHEREAS, Section 205-4.5, Hawaii Revised Statutes, states:

"Section 205-4.5 Permissible uses within the agricultural districts. (a) Within the agricultural district all lands with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be restricted to the following permitted uses:

(1) Cultivation of crops, including but not limited to flowers, vegetables, foliage, fruits, forage, and timber;
(2) Game and fish propagation;
(3) Raising of livestock, including but not limited to poultry, bees, fish, or other animal or aquatic life that are propagated for economic or personal use;
(4) Farm dwellings, employee housing, farm buildings, or activity or uses related to farming and animal husbandry;
Farm dwelling as used in this paragraph means a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling;
(5) Public institutions and buildings which are necessary for agricultural practices;
(6) Public and private open area types of recreational uses including day camps, picnic grounds, parks, and riding stables, but not including dragstrips, airports, drive-in theaters, golf courses, golf driving ranges, country clubs, and overnight camps;
(7) Public, private, and quasi-public utility lines and roadways, transformer stations, communications equipment buildings, solid waste transfer stations, major water storage tanks, and appurtenant small buildings such as booster pumping stations, but not including offices or yards for equipment, material, vehicle storage, repair or maintenance, or treatment plants, or corporation yards, or other like structures;

(8) Retention, restoration, rehabilitation, or improvement of buildings or sites of historic or scenic interest;

(9) Roadside stands for the sale of agricultural products grown on the premises;

(10) Buildings and uses, including but not limited to mills, storage, and processing facilities, maintenance facilities, and vehicle and equipment storage areas that are normally considered directly accessory to the abovementioned uses and are permitted under section 205-2(d);

(11) Agricultural parks; or

(12) Wind energy facilities, including the appurtenances associated with the production and transmission of wind generated energy; provided that such facilities and appurtenances are compatible with agriculture uses and cause minimal adverse impact on agricultural land.

(b) Uses not expressly permitted in subsection (a) shall be prohibited, except the uses permitted as provided in sections 205-6 and 205-8, and construction of single-family dwellings on lots existing before June 4, 1976. Any other law to the contrary notwithstanding no subdivision of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be approved by a county unless the said A and B lands within the subdivision shall be made subject to the restriction on uses as prescribed in this section and to the condition that the uses shall be primarily in pursuit of an agricultural activity.

Any deed, lease, agreement of sale, mortgage or other instrument of conveyance covering any land within the agricultural subdivision shall expressly contain the restriction on uses and the condition as prescribed in this section which restriction and condition shall be encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

If the foregoing requirement of encumbrances running with the land jeopardizes the owner or lessee from obtaining mortgage financing from any of the mortgage lending agencies set forth hereinbelow, and said requirement is the sole reason for failure to obtain mortgage financing, then such requirement of encumbrances shall, insofar as such mortgage financing is so

jeopardized, be conditionally waived by the appropriate county enforcement officer; provided that such conditional waiver shall thereafter become effective only in the event that the property is subjected to foreclosure proceedings by the mortgage lender.

The mortgage lending agencies mentioned hereinabove are the Federal Housing Administration, Federal National Mortgage Association, Veterans Administration, Small Business Administration, United States Department of Agriculture, Federal Land Bank of Berkeley, Federal Intermediate Credit Bank of Berkeley, Berkeley Bank for Cooperatives, and any other federal, state or private mortgage lending agency qualified to do business in Hawaii, and their respective successors and assigns.

(c) Within the agricultural district all lands, with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class C, D, E, or U shall be restricted to the uses permitted for agricultural districts as set forth in section 205-5(b).

WHEREAS, the Owner acknowledges that Section 205-13, Hawaii Revised Statutes, provides that any person who violates any provision under Section 205-4.5, or any regulation established relating thereto, shall be fined not more than $5,000; and

WHEREAS, the Department of Planning is charged with the enforcement of said restrictions and conditions by Chapter 205, Hawaii Revised Statutes;

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter contained, the parties hereby mutually agree as follows:

1. That Lots A-1, A-2 and Road Lots A-3 through A-12 of the Subdivision, and all parts thereof, are and shall be held subject to the following covenants, conditions and restrictions, and that all of such covenants, conditions and restrictions shall be effective as to the

property from and after the recording of this instrument with the Bureau of Conveyances of the State of Hawaii or the Land Court of the State of Hawaii, as the case may be, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Owner, the County of Maui, or any successor, personal representative, heir or assign, as the case may be of any of them; that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this Agreement; and

2. That this Agreement shall be a covenant running with the land and be binding on all present and future owners, lessees and occupants of said Property and anyone claiming under said owners, their heirs, personal representatives, successors and assigns, as owners or occupants thereof or otherwise; and

3. That where there is more than one owner, all obligations of the owner set forth herein shall be joint and severable obligations of each owner; and

4. That Lots A-1, A-2 and Road Lots of said Subdivision shall be subject to the restriction on uses as prescribed in Section 205-4.5, Hawaii Revised Statutes; and

5. That this agreement shall be subject to subsequent legislative and administrative amendments and interpretations, which are made to Chapter 205, Hawaii Revised Statutes, and the State Land Use Commission District Regulations; and

6. That this Agreement shall remain in effect so long as the land retains its Agricultural District classification under the State Land Use Commission and the pertinent restrictive provisions of Chapter 205, Hawaii Revised Statutes and the State Land Use Commission District Regulations remain in effect; and

7. That the Owner shall expressly set forth the provisions of this Agreement, the restrictions on uses and the condition as prescribed in Section 205-4.5, Hawaii Revised Statutes, in any deed, lease, agreement of sale or rental agreement to said property hereafter executed, so as to provide additional notice of said covenants; and

8. That this Agreement shall be recorded with the State of Hawaii Bureau of Conveyances or the Land Court of the State of Hawaii, as the case may be, prior to the granting of any permit or approval sought by the Owner, fees to be paid by the Owner; and

9. The Department of Public Works and Waste Management shall issue the requested final subdivision approval provided the Owner complies with all applicable laws; and

10. That all present and future owners, lessees and occupants of said property hereby grant the Department the right to enter upon at reasonable times and inspect the Property to ensure compliance with the provisions of this Agreement; and

11. The County of Maui may obtain injunctive relief to prevent any violation, or threatened violation, of any of the covenants, conditions, or restrictions in this Agreement; and

12. That the terms and provisions of this Agreement shall be canceled and rendered null and void upon the land being reclassified to a land use district other than agricultural district; and

13. The term "Owner" wherever used herein, and any pronoun used in place thereof, shall mean and include the singular and the plural, and the use of any general shall mean and include all genders; and

14. The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all the parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this instrument duplicate

unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

OWNER: Wailuku Agribusiness Co., Inc.

~~AVERY B. Chumbley~~

(print name above) president

Avery B Chumbley

By J. Alan Kugle

name: J. Alan Kugle

Its Chairman of the Board

By_____

name:

Its

By_____

name:

Its

By_____

name:

Its

By_____

name:

Its

By_____

name:

Its

COUNTY OF MAUI:

DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT

By_____
DAVID GOODE
Its Director

APPROVED AS TO FORM
AND LEGALITY:

_____
Gregory J. Garneau
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII )
) SS.
Cirtyd Honolulu
COUNTY OF ~~MAUI~~ )

On this 16th day of July, 2002, before me personally appeared J Alan Kugle, 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.

LS

Lisa K. Nakamoto
Print Name: Lisa K. Nakamoto
Notary Public, State of Hawaii.

My commission expires: 8-5-2005

STATE OF HAWAII )
) SS.
COUNTY OF MAUI )

On this 18th day of July, 2012, before me personally appeared Avery B. Chumbley, 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.

Kristi Lyn E. Suzuki
Print Name: Kristi Lyn E. Suzuki
Notary Public, State of Hawaii.

LW

My commission expires: May 1, 2005

STATE OF HAWAII )
) SS.
COUNTY OF MAUI )

On this 26 day of July, 2002, before me personally appeared DAVID C. GOODE, to me personally known, who being by me duly sworn, did say that he is the Director of Public Works and Waste Management 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 Title 18 of the Maui County Code, the Subdivision Ordinance, and the said DAVID C. GOODE acknowledged the said instrument to be the free act and deed of the said County of Maui

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

JAMES E. CHISHOLM NOTARY PUBLIC STATE OF HAWAII

NOTARY PUBLIC, State of Hawaii.
James E. Chisholm
My commission expires: 4/14/06

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

R-413 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 21, 2002 08:01 AM
Doc No(s) 2002-146579

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

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Return by Mail (X) Pickup ( ) To:

CGN, LLC
P O BOX 1237
KAMUELA HI 96743

TGOH: 200107798 - S
TGES: A1-204-1649
MARK RENSCHEN

Total Page: (45)

Tax Map Key: (2) 3-3-002:01 (portion)

# DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS



EXHIBIT NO.
2189 WCEIC - 231

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LAND COURT SYSTEM REGULAR SYSTEM

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(II) 3-3-002:01 (portion)

# DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS ("Declaration") is made as of August 21, 2002 (the "Effective Date"), by and between WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation ("Wailuku"), whose address is 255 E. Waiko Road, Wailuku, Hawaii 96793, and CGM, LLC, a Hawaii limited liability company ("Purchaser"), whose address is P.O. Box 1237, Kamuela, Hawaii 96743.

RECITALS:

A. Wailuku and CGM a Hawaii limited liability company ("Purchaser") are parties to that certain Real Estate Purchase and Sale Agreement dated November 27, 2001 (as amended, the "Purchase Agreement"), by and between Wailuku as Seller and Purchaser as Purchaser, pursuant to which Purchaser agreed to purchase from Wailuku and Wailuku agreed to convey to Purchaser, the real properties described in Exhibit "A" attached to this Declaration (collectively the "Property").

B. The Purchase Agreement was amended as follows:

i. First Amendment to Real Estate Purchase and Sale Agreement effective February 25, 2002;
ii. Second Amendment to Real Estate Purchase and Sale Agreement effective March 11, 2002;
iii. Third Amendment to Real Estate Purchase and Sale Agreement effective March 25, 2002; and
iv. Fourth Amendment to Real Estate Purchase and Sale Agreement effective as of April 9, 2002.

C. Pursuant to that certain Assignment and Assumption of Real Estate Purchase Agreement dated July 19, 2002, Puluwai did assign, and Purchaser did assume, all of Puluwai's right title and interest to the Purchase Agreement.

D. The Property is located adjacent to and in the vicinity of lands owned by Wailuku or in which Wailuku has interest ("Wailuku Land"). Wailuku and Purchaser have agreed that certain restrictions shall be placed upon the use and development of the Property by Purchaser and Purchaser's successors and assigns.

E. Purchaser has agreed with Wailuku that the Property will be held by Purchaser subject to and in accordance with certain covenants, conditions, easements, reservations and restrictions contained in this Declaration, and Wailuku agreed to convey the Property to Purchaser on the basis of Purchaser's agreement in compliance with such covenants, conditions, easements, reservations and restrictions.

F. Purchaser and Wailuku have agreed that this Declaration shall be executed and delivered by Wailuku and Purchaser at the closing of the conveyance of the Property from Wailuku to Purchaser and that this Declaration shall be recorded prior to any other lien or encumbrance arising out of such conveyance.

## ARTICLE I

## AGREEMENT AND DECLARATION

Wailuku and Purchaser hereby agree and declare that the Property, including all improvements constructed or to be constructed thereon, from the Effective Date throughout the Term (as defined herein) of this Declaration, shall be held, sold, conveyed, encumbered, occupied, used and improved subject to the provisions of this Declaration.

## ARTICLE II

## RESERVATIONS OF RIGHTS AND EASEMENTS

For the benefit of Wailuku and Wailuku's Land, Wailuku shall have, and there is hereby reserved and granted to Wailuku, its successors and assigns, the rights and easements described in this Article II through Article VI.

(a) Irrigation Ditches, Reservoirs, Water Facilities. Purchaser acknowledges that the Property is encumbered by three ditches, located approximately as shown on the map attached as Exhibit "B" to this Declaration, and made a part hereof by reference, and identified thereon as "Waihee Ditch Irrigation Easement W-1", "Irrigation Drop Ditch W-4", and "Reservoir 37 Ditch Irrigation Easement W-2" shown approximately on Exhibit "B" to this Declaration (collectively, the "Irrigation Ditches").

(b) Irrigation Ditch Reservation. For the benefit of Wailuku, and Wailuku's Lands, Wailuku shall have, and there is hereby reserved and granted to Wailuku, its successors and assigns, perpetual easements for the use, operation, maintenance, repair, improvement, relocation and/or replacement of the Irrigation Ditches, and the right to use water therefrom, through, along and over the Property in the approximate locations of the Irrigation Ditches as set forth in Exhibit "B" attached hereto and made a part hereof, and together with such rights of way for ingress and egress as shall be reasonably necessary in connection herewith, and as further defined herein.

Purchaser further acknowledges that certain waterways, pipelines, systems, and related water transmission facilities, associated with the Irrigation Ditches ("Water Facilities") are located within the Ditch Easement Areas (defined below). For the benefit of Wailuku, its successors and assigns, and the Wailuku Land, Wailuku shall have and there is hereby reserved and granted to Wailuku, its successors and assigns, perpetual easement rights for use, operation, maintenance, repair, improvement and/or replacement of the Water Facilities, and the right to use water therefrom, together with the right of access thereto and thereon reasonably required or convenient for such purposes. Such easements and other rights shall affect and encumber such portions of the Property as designated as "Waihee Ditch Irrigation Easement W-1"; Irrigation Drop Ditch Easement W-4", "Irrigation Drop Ditch 37 as well as Irrigation Waterline Easement W-5, Kuleana Irrigation Line Easement W-3, as designated on Exhibit "B" ("Ditch Easement Areas") and shall include and be subject to the following terms and conditions.

(i) Purchaser shall not obstruct, divert or otherwise interfere with the full and free flowage of water within and through the Irrigation Ditches, and the Water Facilities, and Purchaser will not cause or allow any person or entity claiming by or through Purchaser, any discharge

therefrom or therein or to do other acts which may affect the free and full use thereof by Wailuku, its successors and assigns, and others entitled thereto;

(ii) Purchaser's withdrawal and use of water from the Irrigation Ditches and/or that certain ditch identified on the attached Exhibit "B" as the "Iao-Maniania Ditch" (withdrawal from the same shall be from Reservoir 45) shall be subject to the terms and conditions of an unrecorded Water Delivery Agreement to be executed on the Effective Date of this Declaration.

(iii) Any maintenance, repair, improvement and/or replacement of the Irrigation Ditches, or the Water Facilities required and performed by Wailuku for use thereof by Wailuku, shall be at the direction and expense of Wailuku, subject to contribution from Purchaser relating to use thereof by Purchaser, as shall be provided in the Water Delivery Agreement, and for damage or interference caused by or through Purchaser;

(iv) Wailuku may delegate or assign all or any portion of its rights hereunder, in all or any portion of the Irrigation Ditches, and the Water Facilities;

(v) Wailuku shall have no obligation to use, operate, maintain, repair, improve and/or replace all or any portion of the Irrigation Ditches, or the Water Facilities, except that Wailuku shall use, operate, maintain and repair the Irrigation Ditches, and the Water Facilities to the extent necessary to satisfy Wailuku's obligations to provide water to Purchaser under the Water Delivery Agreement.

(vi) Wailuku shall indemnify and hold harmless Purchaser against all loss, liability, claims and expenses directly relating to the exercise by Wailuku of its reserved rights relating to the Irrigation Ditches (except loss, liability, claims and/or expenses caused by the negligence, willful act or misconduct of Purchaser, or otherwise relating to the withdrawal and/or use of water from, or other use or occupancy of, the Irrigation Ditches by or through Purchaser).

(vii) The easement reserved in this Article II, Section b, in the Ditch Easement Area identified on Exhibit "B" as "Waihee Ditch Easement W-1" and Reservoir 37, Ditch Irrigation Easement W-2 shall be exclusive.

(viii) The easements reserved in this Article II, Section b, in the other Ditch Easement Areas shall be non-exclusive; provided, however, that Purchaser shall not use the water from nor construct any improvement in any Ditch Easement Area without the prior written consent of Wailuku.

(c) Drainage Easement. For the benefit of Wailuku, its successors and assigns, there shall be reserved unto Wailuku, its successors and assigns a perpetual easement over through, and across the Property, and appurtenant to Wailuku's Land, or appropriate portions thereof, as necessary to accommodate drainage from or across Wailuku's Land in its currently existing and/or natural pattern and flow to its natural place of entry upon and through the Property. Purchaser assumes all liability for damage to persons or property caused by or resulting from the flow of drainage from, over, through or across the Property, from Wailuku's Land in their currently existing and/or natural pattern and flow to its place of entry upon the Property or any interference therewith, and agrees to and shall indemnify, defend and hold harmless Wailuku, its successors and assigns from and against any liability, claim, demand, action or suit arising out of or in connection with such drainage (except loss, liability, claims and/or expenses caused by the negligence, willful act or misconduct of Wailuku).

(d) Water Reservation. For the benefit of Wailuku, its successors and assigns, there shall be reserved unto Wailuku, its successors and assigns all water and water rights (surface and ground water) within or appurtenant to the Property, provided, however, that in the exercise of such rights, Wailuku, its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the Property or any improvements thereon (with the exception of the maintenance of the Irrigation Ditches as herein defined) or take other action that unreasonably interferes with the development or use of the Property for residential purposes. The right to water herein includes the right to acquire all of the ground water which is subterranean of the Property; provided, however, that any well field which is developed by Wailuku, its successors or assigns, to capture such ground water shall not be located on the Property.

(e) Farming Reservation. For the benefit of Wailuku, its successors and assigns, there shall be reserved unto Wailuku, its successors and assigns, as appurtenant to the lands which are located adjacent or in the vicinity of the Property and which are now owned or used or hereafter acquired and used by Wailuku, its successors and assigns (collectively the "Land"), the unrestricted right to engage in any type of farming operation, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Property. Purchaser, for itself, and any person or entity claiming through it and their respective successors and assigns, further acknowledges and agrees that Wailuku, its successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to such operation and/or use of the Land.

provided herein. Each such grant of easement shall contain the agreement of the grantee to indemnify and hold harmless Purchaser against all loss, liability, claims and expenses directly relating to the exercise by such grantee of its access rights, excepting loss, liability, claims and/or expenses caused by the negligence, willful act or misconduct of Purchaser or by any person or entity claiming by or through Purchaser.

## ARTICLE V

## WATERLINE EASEMENTS W-3 AND W-5

Purchaser acknowledges that there exists within the Property certain waterlines (the "Waterline") which are currently used as part of Wailuku's Water Facilities. For the benefit of Wailuku, its successors and assigns, and the Wailuku Land, Wailuku shall have and is hereby reserved to Wailuku, its successors and assigns, perpetual nonexclusive easements (collectively, "Waterline Easements") in the areas (collectively, the "Waterline Easement Areas") located approximately as shown on Exhibit "B" to this Declaration, and made a part hereof by this reference, and identified thereon as Waterline Easement W-3 and Waterline Easement W-5 for the use, operation, maintenance, repair, improvement and/or replacement of the Waterlines. Wailuku shall have the further right to use water therefrom, together with the right of access thereto and thereon reasonably required or convenient for such purposes as referenced above. Such easements and other rights shall affect and encumber the Waterline Easement Areas and shall include and be subject to a condition that Purchaser shall not obstruct, divert or otherwise interfere with such Waterline Easements and Purchaser will not cause or allow any person or entity claiming by or through Purchaser, to discharge water therefrom or therein or do acts which may affect the free and full use thereof by Wailuku, its successors and assigns and others entitled thereto.

(a) Relocation of Waterline Easement W-3. Wailuku agrees that Purchaser shall have the right, only on one occasion, to relocate and replace Waterline Easement W-3 and/or the Water Facilities and appurtenances thereto, at its sole cost and expense, subject to Wailuku's reasonable written approval as to the relocation and/or replacement of such waterline, provided further, as a condition of granting such approval, Wailuku shall have the reasonable right of approval of all plans and specifications concerning such relocation or replacement and such right is further subject to the condition that such relocation/replacement will not interrupt the flow and use of water to users at Puuohala Camp and/or Wailuku Town.

(b) Relocation of Waterline Easement W-5. Wailuku agrees that Purchaser shall have the right, only on one occasion, to replace or relocate Waterline Easement W-5 at its sole cost and expense, and/or the Water Facilities and appurtenances thereto, provided, however, such replacement and/or relocation is subject to Wailuku's reasonable written approval as to the

relocation or replacement of such waterline and further subject to the condition that such relocation or replacement will not interrupt the flow and use of water from Waihee Ditch to the lands below Kahekili Highway and further subject to Wailuku's reasonable rights of approval of the plans and specifications relating to such relocation or replacement.

(c) Relocation of Irrigation Ditch Easement W-4. Wailuku agrees that Purchaser shall have the right, only on one occasion, to replace or relocate Irrigation Ditch Easement W-4, at its sole cost and expense, and/or the Water Facilities and appurtenances thereto, provided, however, such replacement and/or relocation is subject to Wailuku's reasonable written approval as to the relocation or replacement of such waterline and further subject to the condition that such relocation or replacement will not interrupt the flow from Iao Maniania Ditch to Waihee Ditch and further subject to Wailuku's reasonable rights of approval of the plans and specifications relating to such relocation or replacement. Provided further, that after any relocation or replacement by CGM, such replaced or relocated ditch or waterline will carry at least the same volume of water from Iao Maniania Ditch as is currently carried by Irrigation Ditch Easement W-4, which is currently carried by Ditch W-4, which is agreed to as 30 million gallons per day.

## ARTICLE VI

## DESIGNATION; GRANT OF EASEMENTS

To the extent portions of the Property affected by the easements and reservations in favor of Wailuku, it successors and assigns and/or third parties, have not been effectively defined by metes and bounds and/or not subdivided, when such definition or subdivision is necessary to effectuate a right, and, as such, not sufficient for the effective reservation or conveyance and exercise of the rights reserved herein, Purchaser, for itself and on behalf of its successors and assigns, agrees that the easements and reserved rights shall constitute a blanket easement for the purposes set forth herein and Purchaser further agrees to cooperate with Wailuku and to diligently take such actions, at the written request of Wailuku (at no cost to Purchaser, except that Purchaser shall be responsible for its own attorneys' and other consultants' fees and costs relating thereto, and except that Purchaser shall be responsible, at its expense, for appropriate designation of Purchaser's roadways) as necessary or convenient for Wailuku to pursue and obtain all applicable approvals and authorizations to effectively designate and effectuate such easement areas affecting the Property, including the subdivision thereof, if necessary, and to immediately thereupon execute one or more grants of easement, on the terms set forth herein, and such additional terms as are reasonably agreed by Wailuku and Purchaser, conveying to Wailuku, its successors and assigns, such easement and other rights as provided herein.

## ARTICLE VII

## COVENANT TO SUBDIVIDE AND CONVEY WAIHEE DITCH

Wailuku and Purchaser hereby agree that as part of the Puuohala Mauka Subdivision Purchaser shall provide for the subdivision of the Waihee Ditch Easement Area such that upon final subdivision approval for the Puuohala Mauka Subdivision, the Waihee Ditch Easement Area shall be a separate lot and not more than ten (10) business days after such subdivision Purchaser shall by limited warranty deed convey the subdivided lot comprising the Waihee Ditch Easement Area to Wailuku at which time Wailuku will cancel and terminate its easement to Waihee Ditch Easement Area. The plans, specifications and subdivision plat for Puuohala Mauka Subdivision shall be subject to Wailuku's reasonable approval in writing within thirty (30) calendar days after receipt, and in any event prior to final subdivision approval by the County for the same; and Wailuku's failure to so disapprove any item within such time frame shall be deemed Wailuku's approval of the same.

## ARTICLE VIII

## PERPETUITIES; PARTIAL RELEASES

If any provision of this Declaration shall be void or voidable for violation of the Rule Against Perpetuities in effect in the State of Hawaii, said provision shall continue only until the end of such period as shall not violate the Rule Against Perpetuities, measured by the lives of the following persons on the date of this Declaration. The members of the United States Senate serving in office on the date of this Declaration, and the descendants of such persons living on the date of this Declaration.

In connection with any development, subdivision or sale of any portions of the Property that are not encumbered by the easements shown on Exhibit "B" inclusive to this Declaration, Wailuku agrees from time to time upon the request of Purchaser and upon confirmation that there is no such encumbrance, to execute and deliver to Purchaser partial releases of this Declaration as to those portions of the Property so developed, subdivided and/or sold, in a form, reasonably acceptable to Wailuku and suitable for recordation in the Bureau of Conveyances of the State of Hawaii. Wailuku may require that a grantee from Purchaser or other documentation concerning the development, subdivision or sale of the Property, confirm Wailuku's rights under this Declaration. Wailuku's execution and delivery of the partial releases will not be unreasonably withheld or delayed and Wailuku will not require that Purchaser pay any value for such partial releases.

Declaration and the Purchase Agreement, the provisions of this Declaration shall control.

Wailuku and Purchaser have executed this Declaration as of the Effective Date.

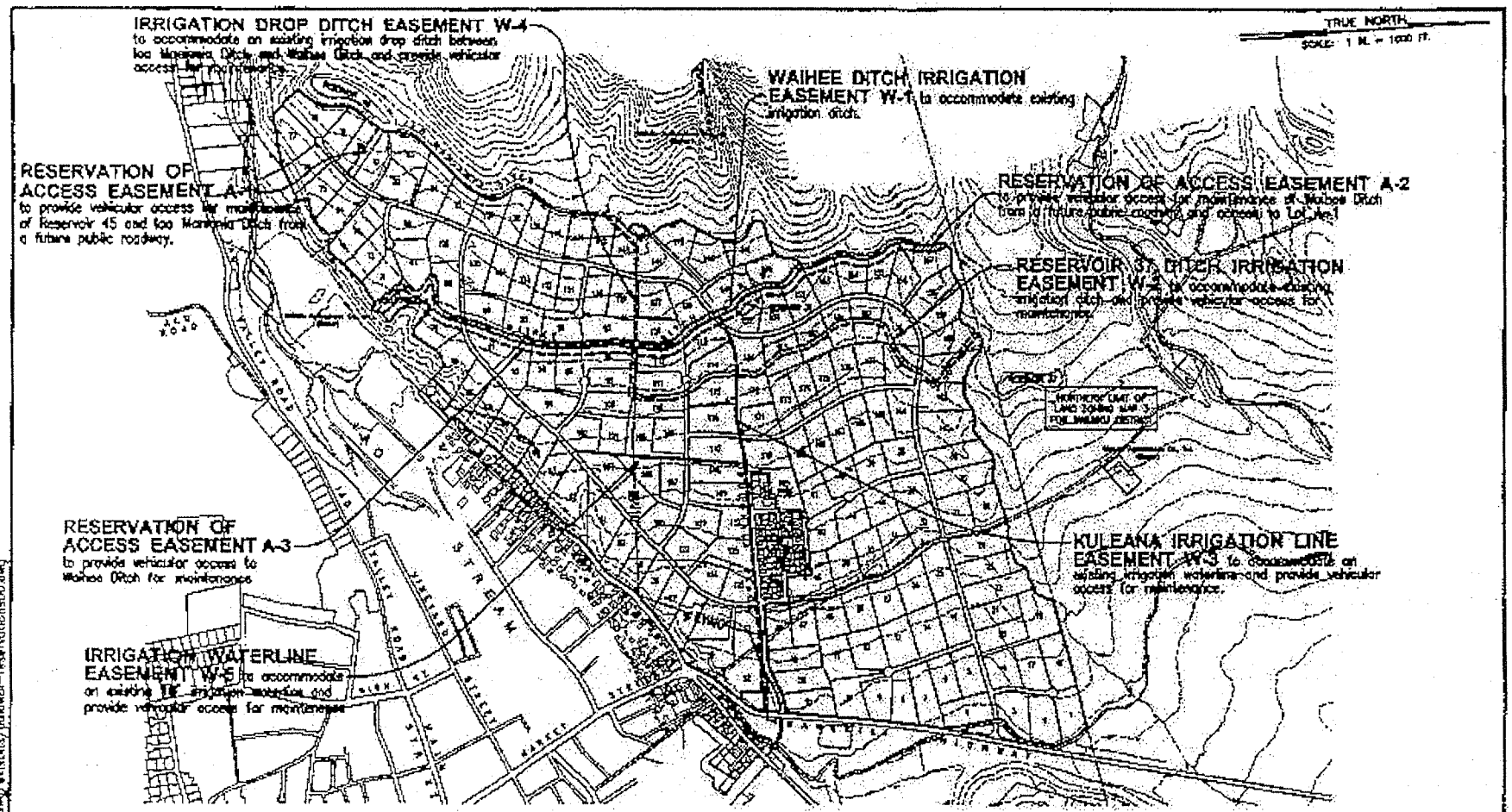
WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation

By: _____
Name: Avery B. Chumbley
Title: President

By: _____
Name: J. Alan Kugle
Title: Chairman of the Board

CGM, LLC, a Hawaii limited liability Company

By: _____
Name: Brian A. Anderson
Title: Manager




# PUUOHALA MAUKA SUBDIVISION

Approximate Location of Easements and Reservations Requested by Wailuku Agribusiness Co.

August 16, 2002

EXHIBIT "B"

95proj/95048/dwg/exhibits/pukwai-reservations00.dwg

# WATER DELIVERY AGREEMENT

by and between

**WAILUKU AGRIBUSINESS CO., INC.**
a Hawaii corporation

and

**WAILUKU COUNTRY ESTATES IRRIGATION COMPANY**
a Hawaii corporation

Effective as of August 30, 2002



EXHIBIT NO.
**2189 WCEIC - 232**

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# WATER DELIVERY AGREEMENT

THIS AGREEMENT is made and is effective as of August 30, 2002, by and between **WAILUKU AGRIBUSINESS CO., INC.**, a Hawaii corporation, with its principal place of business at 255 East Waiko Road, Wailuku, Hawaii 96743 ("Wailuku") and **WAILUKU COUNTRY ESTATES IRRIGATION COMPANY**, a Hawaii corporation, whose address is c/o Brian A. Anderson, P.O. Box 1237 Kamuela, Hawaii 96793 ("WCE").

SECTION 1: DEFINITIONS

1.1 Anniversary Date. "Anniversary Date" shall mean the first day of December of each year.

1.2 Base Rate. "Base Rate" means the primary index rate from time to time established by Bank of Hawaii (or, in its absence, a comparable financial institution in the State of Hawaii) in the ordinary course of its business with due consideration to the money market and published in intrabank circular letters for the guidance of its loan officers in pricing all commercial loans which float with such index rate.

1.3 County Rate. "County Rate" means the price the Board of Water Supply of the County of Maui (County of Maui) or any successor supplier of potable water to the general public on the Island of Maui would charge per gallon of water delivered by the County of Maui or such successor to the Property for general agricultural uses, based upon an assumed usage equal to the Maximum Delivery at the time the County Rate is determined. Should there be no rate for agricultural purposes which is different from the rate(s) for other purposes, the County Rate shall be a "Calculated Percentage" of the rate then charged by the County of Maui or such successor supplier of water for potable water for household use; i.e., the residential rate. The Calculated Percentage shall be determined by dividing the last County of Maui agricultural rate by the then current residential rate, if there are more than one residential rates, then the lowest residential rate based upon the Maximum Delivery.

By way of example, if the last agricultural rate of the County of Maui was $0.72 per 1,000 gallons and the then existing residential rate or the lowest residential rate is $2.05 per 1,000 gallons then the Calculated Percentage would be 35.2%, (i.e., $0.72 per 1,000 divided by $2.05 per 1,000 gallons) and the County Rate would be $0.719 per 1,000 gallons. (35.2% x $2.05).

If there is no County agricultural rate and no County residential rate, the County rate shall be the last County rate applicable to and used pursuant to this Agreement, which rate shall be adjusted annually (January 1st of each year), that is, increased or decreased pursuant to the percentage change in the United States Department of Labor Consumer Price Index, for all consumers, applicable to Honolulu, Hawaii, until a County agricultural or residential rate is re-instituted.

1.4 Delivery Charge. "Delivery Charge" means, for each calendar month, the Gallons Delivered in that month times the Water Rate.

1.5 Delivery Reservoir. "Delivery Reservoir" means a single point of delivery which will be Reservoir #45 located as shown on Exhibit A attached hereto.

1.6 Gallons Delivered. "Gallons Delivered" means the total number of gallons of water delivered by Wailuku to the Property and taken by WCE as measured by the water meter(s) described in section 4.5.

1.7 Maximum Delivery. "Maximum Delivery" means an average of one million (1,000,000) gallons per day.

1.8 Minimum Charge. "Minimum Charge" shall be payable quarterly in advance on the first day of each calendar quarter during the term of this Agreement, plus applicable general excise tax (currently at a rate of .05% and subject to change). "Minimum Charge" shall be 50% of the charge for Maximum Delivery under this Agreement. For example, based upon Maximum Delivery of 1,000,000 gallons per day, the following would apply: 1,000,000 gallons x 30 days (per month) = 30,000,000 gallons (full utilization). At the assumed County Rate of $0.76 per 1,000 gallons, the charge based upon Maximum Delivery would be (30,000,000 gallons / 1,000) x $0.76 = $22,800.00/mo. The corresponding Minimum Charge would be 50% of $22,800.00 or $11,400.00. Based upon a quarterly payment schedule, $34,200.00 (3 x $11,400.00), plus general excise tax would be due and payable on or before the first day of the calendar quarter as the advance payment of Minimum Charge.

1.8(a) Phased Minimum Charge. The Minimum Charge referenced in section 1.8 above ($11,400.00 per month based upon an assumed County Rate of $0.76 per 1000 gallons) shall be effective September 1, 2003 and until such time, shall be as follows:

| Period | Minimum Charge (assuming County of Maui Agriculture Rates of $0.76 per 1,000 gal.) |
|---|---|
| December 1, 2002 to February 28, 2003 | $8,550.00 (total for Period) payable in advance of first calendar day of Period plus general excise tax on the same. |
| March 1, 2003 to May 31, 2003 | $17,100.00 (total for Period) payable in advance of first calendar day of Period plus general excise tax on the same. |
| June 1, 2003 to August 31, 2003 | $25,650.00 (total for Period) payable in advance of first calendar day of Period plus general excise tax on the same. |

The Minimum Charge for September, 2003 shall be due and payable on or before September 1, 2003. All remaining payments shall be as set forth in section 1.8 above.

1.9 Property. "Property" shall mean that certain real property as shown on Exhibit A attached hereto.

1.10 Water Rate. "Water Rate" means the County Rate in effect from time to time which on the date hereof is $.76 per thousand gallons.

1.11 Water System. "Water System" shall mean the three ditches located approximately as shown on Exhibit A attached hereto and identified thereon as the "Waihee Ditch", the "Iao-Maniania Ditch", and the "Reservoir #37 Ditch" (collectively, the "Irrigation Ditches"), and including all man-made collection and diversion mechanisms, pumps, valves, waterways, pipelines, filter systems, electrical lines and related water transmission facilities, located on the property and associated with the Irrigation Ditches and the Delivery Reservoir.

SECTION 2: TERM

This Agreement, and every provision hereof, shall continue in full force and effect forever, subject, however, to termination in the event of default as provided in section 5.5 below.

SECTION 3: WAILUKU'S OBLIGATION TO DELIVER WATER

3.1 Wailuku's Principal Obligation. Wailuku shall deliver in the Water System all water required by WCE, exclusively for irrigationof landscaping and agricultural activities on the Property up to the Maximum Delivery, subject, however, to possible disruption by force majeure as provided in section 3.7 and to curtailment or rationing under certain circumstances as provided in section 3.3. Such water shall be delivered at the Delivery Reservoir.

It is the intent of the parties that this Agreement commits to WCE the delivery of only a portion of the waters regularly transmitted by the Water System. The parties contemplate and expect that the Water System will generally distribute more water than the Maximum Delivery. This Agreement shall not be construed to prevent Wailuku from making commitments to deliver or use for its own account the portions of the water that will generally be transmitted by the Water System in excess of the Maximum Delivery, nor shall this Agreement be construed to give priority or preference to delivery of the Maximum Delivery to WCE. The use and withdrawal of water by WCE shall be subject to availability and priority use by Wailuku's kuleana obligations and then Wailuku, and shall not impair or otherwise hinder the rights reserved by Wailuku, and shall be subject to the provisions of section 3.3 below.

3.2 Delivery from the Delivery Reservoir. Water shall be delivered and withdrawn only at the Delivery Reservoir. WCE shall install, at its sole cost and expense, water meter(s) at the Delivery Reservoir; provided, however, that the location and size of the meter(s) shall be subject to the prior written approval of Wailuku, which approval will not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary provided herein, it is understood and agreed by the parties hereto that no water for servicing of or use on the Property will be or may be taken from the Spreckels Ditch. Notwithstanding anything to the contrary provided herein, WCE shall be entitled to delivery and withdrawal of water from Reservoir #39 located on proposed Lot 150 as shown on the attached Exhibit A until such time as Reservoir #45 as shown on the attached Exhibit A is available for WCE's use hereunder at which time WCE's right to delivery and withdrawal of water from Reservoir #39 shall terminate. While using Reservoir #39, WCE shall utilize the existing water meter located at the sand filter station at or near Reservoir #39.

3.3 Rationing. Given the natural fluctuations in rainfall and other factors, the parties acknowledge that there will be periods of time when the water available in the Water System will be insufficient to satisfy all delivery commitments of the Water System then in effect, including the Maximum Delivery. Upon any such insufficiency or shortage of water, Wailuku shall be entitled to ration the available water and to reduce the quantity of water delivered to WCE during such period of insufficiency or shortage so that WCE may receive less than the Maximum Delivery, provided however, Wailuku shall use its best efforts to deliver to WCE an equitable percentage of the water available to Wailuku, after rationing such water to all users, with priority given to kuleana users. If rationing occurs at any time during the term of this water agreement then section 1.8 Minimum Charge will be adjusted downward to reflect the comparable rationing ratio from normal useage. Wailuku will use reasonable efforts to have the Wailuku County Estates equitable reduction approximate the product of WCE then percentage use of the Water System and the total reduction in the system during the rationing period. It is agreed that the amount of such reduction will be in Wailuku's reasonable discretion. For example, assume Wailuku County Estate's percentage take from the Water System at time of rationing; assumed is 2%; assume approximate percentage reduction from Water System due to rationing is 20%. Equitable reduction 2% x 20% or .004% (assumed 50 million gallons a day estimated flow at time of rationing, assume 20% reduction or 10 million gallons a day, therefore the equitable reduction would be 40,000 gallons per day or .004 x 50 million gallons a day.)

3.4 Time of Delivery. WCE shall consult and coordinate with Wailuku as WCE designs its system for taking water. The parties shall endeavor to agree upon the time and manner for the taking and delivery of water. Otherwise the time of delivery shall generally be as requested by WCE, subject to the consent of Wailuku, which consent may be withheld only if the requested time will adversely affect the economics or operations of Wailuku's business. To the extent compatible with Wailuku's uses of the Delivery Reservoir, in Wailuku's sole judgment, Wailuku may make delivery available to Wailuku Country Estates from the Delivery Reservoir during nighttime hours.

3.5 Quality of Water Delivered. Wailuku shall be required to deliver only surface water of a quality suitable for agricultural irrigation and of a quality actually taken by Wailuku from the Water System (including any suspended solids, debris, silt or sediment) for use in its own agricultural operations. For this purpose all water that enters or happens to be in the Water System shall be considered surface water. Such water need not be fit for consumption by humans or by animals of any kind. Wailuku expressly disclaims any warranties with respect to the potability and

other qualities of the water delivered, except as specifically stated herein. Without limiting the foregoing, water of a quality actually taken by Wailuku from the Water System (including any suspended solids, debris, silt or sediment) for use in its own agricultural operations shall be adequate in all respects to satisfy Wailuku's commitment to WCE. Any water treatment or purification desired by WCE shall be performed by WCE on its property, using its equipment and at its expense, provided, further WCE covenants that any purification of water by WCE will create no adverse impact on the Water System, including, but not limited to no improvement cost to Wailuku and no regulation upon Wailuku by any governmental authority. Wailuku shall have no liability for damages resulting from any substances in the water.

3.6 Maintenance of Water System. Wailuku shall have no obligation to use, operate, maintain, repair, improve and/or replace all or any portion of the Water System; provided that it will generally maintain and repair the Water System to the extent necessary to meet its delivery obligations under section 3.1. Nothing in this Agreement shall be interpreted to restrain Wailuku from improving, moving, changing, reconstructing, conveying or abandoning portions of the Water System; provided this sentence shall not be construed to terminate Wailuku's delivery obligation under and subject to section 3.1 above.

Any maintenance, repair, improvement and/or replacement of all or any part of the Water System required and performed by Wailuku for use thereof by Wailuku, shall be at the direction and expense of Wailuku, subject to contribution of one percent (1%) of such costs from WCE relating to the use thereof by WCE; provided, however, that if such costs are related to damage or interference caused by or through WCE, then WCE shall pay for all costs caused by WCE.

3.7 Force Majeure. Any failure or delay in Wailuku's performance of its obligations hereunder which is caused by or results from an event or events beyond Wailuku's control shall be excused; and Wailuku shall have no liability for any damages, actual, consequential, exemplary or otherwise, arising from such failure or delay. Events constituting force majeure shall include, but not be limited to: acts of God, drought, public enemy, sabotage, civil disorder, mudslide, erosion, pollution, or any governmental condemnation, law, order, rule, regulation, decision or ordinance.

If and to the extent that water shall be available in that portion of the Water System capable of delivering water to the Delivery Reservoir or other delivery point then in effect after the event of force majeure, such water, if insufficient to satisfy the users of such water, shall be subject to rationing as provided above in section 3.3.

If, in the sole judgment of Wailuku, the event of force majeure shall be susceptible to correction or repair at a cost not exceeding the total Minimum Charges or Delivery Charges actually paid by WCE to Wailuku for the thirty-six (36) months immediately preceding the event of force majeure, Wailuku will proceed with the appropriate repair or corrective effort. If the anticipated cost to overcome the event of force majeure shall exceed the total Minimum Charges or Delivery Charges actually paid by WCE for the 36 months immediately preceding the event of force majeure, Wailuku shall have no duty to proceed with corrective work unless WCE shall advance all

sums to pay the cost of the work in excess of the total Minimum Charges and Delivery Charges paid by WCE for such 36 months. If WCE shall tender or make such excess sums available, then Wailuku shall proceed with the corrective work. WCE shall receive abatement or credit against charges under this Agreement on account of WCE's funds spent on corrective work. The parties may agree to spend amounts for corrective work other than as required above, on terms and conditions then acceptable to both parties.

If the event of force majeure reduces the amount of water available to WCE to an amount less than an average of 200,000 gallons per day, WCE's obligation to pay the Minimum Charge shall be abated. During the period Wailuku reduces the water available to WCE to less than 200,000 gallons per day. , WCE shall pay the Delivery Charge obut not the Minimum Charge. Once Wailuku increases the water available to WCE to an amount in excess of 200,000 gallons per day then WCE's obligation to pay the Minimum Charge will commence once again.

3.8 No Pumping; No Ground Water. Wailuku shall have no obligation to pump water or to develop ground water or water from subsurface sources and no obligation to deliver water by means other than gravity flow.

SECTION 4: WCE'S OBLIGATIONS

4.1 Payment of the Minimum Charge. WCE agrees to pay, over and above all other charges herein set forth, the Minimum Charge (as defined in section 1.8) applicable from time to time, payable quarterly in advance on or prior to the 1st calendar day of each calendar quarter. Such Minimum Charge reflects the standing commitment of a significant portion of the Water System to the delivery requirements of WCE under this Agreement. The Minimum Charge shall be payable without regard to actual water deliveries.

4.2 Payment of the Delivery Charge. WCE shall pay to Wailuku within ten (10) days after the end of each calendar quarter, as an additional charge, the amount, if any, by which the Delivery Charge for such quarter exceeds the monthly Minimum Charge.

For example, the following hypothetical Minimum Charge and Delivery Charge calculations for a particular quarter would result in payments as follows:

| | 1st Month | 2nd Month | 3rd Month | Quarterly Total |
|---|---|---|---|---|
| Delivery Charge | $15,000.00 | $11,000.00 | $ 9,600.00 | $35,600.00 |
| Minimum Charge | $34,200.00 | | | $34,200.00 |
| Quarterly Amount Payable | | | | $ 1,400.00 |

In addition to the $1,400.00 payment, WCE would be obligated to pay $34,200.00 on the first day of the calendar quarter, pursuant to section 1.8 above.

4.3 Net Charges; General Excise Taxes. The Minimum Charge, the Delivery Charge and all other charges under this Agreement (including any prepayment of the Minimum Charge pursuant to section 4.1 above) shall be net above taxes and assessments charges of any kind otherwise payable by WCE; and WCE shall also pay (in addition to such charges) the amount of taxes payable by Wailuku under the Hawaii General Excise Tax Law, or any similar law which may be hereafter enacted, on account of the receipt, actual or constructive, by Wailuku of such charges and the payment or reimbursement of general excise taxes and any other taxable gross income attributable to this Agreement.

4.4 Security Deposit. Prior to the delivery of any water by Wailuku, WCE shall deliver a pledge of a time certificate of deposit ("TCD") naming Wailuku as payee (together with a pledge and security agreement in the form attached hereto as Exhibit B) in the amount of $50,000.00 as security for WCE's payment obligations under this Agreement and not as liquidated damages. The Pledge Agreement shall provide that upon default by WCE in its payment obligations under section 5.5, and WCE's failure to timely cure the same, Wailuku shall have the right to obtain the proceeds of the TCD, or any portion of the TCD as is needed to satisfy such payment obligations without further instructions from WCE. If Wailuku terminates water delivery as a result of a default by WCE under this Agreement, any continuation of water delivery shall be subject to WCE's obligation to replace the TCD on the same terms as provided herein. WCE shall renew the TCD from time to time upon its expiration and deliver a replacement pledge to Wailuku upon each such renewal. All interest earned on the TCD shall be paid to WCE.

4.5 Water Measurement. WCE shall install and maintain at its sole cost and expense at the Delivery Reservoir a water meter or meters or other measuring devices as shall be approved by Wailuku for the measurement and recording of water quantities actually delivered pursuant to this Agreement. Wailuku and Wailuku Country Estate shall at all times have access to all such meters or devices to read or check the same.

4.6 Restrictions on Water Use. The water delivered pursuant to this Agreement shall be used only for irrigation and agricultural activities on the Property and shall not be sold or transferred by Wailuku Country Estates and the water shall not be used outside the property. The water delivered pursuant to this Agreement shall be used only for irrigation and agricultural activities on the Property and shall not be sold or transferred by WCE and all water delivered shall be used only on the Property and not outside of the Property The water delivered pursuant to this Agreement shall not be made available to the general public or for public use within the meaning of chapter 269, Hawaii Revised Statutes, or any regulations promulgated thereunder. In its withdrawal and use of water hereunder, WCE shall do no act or thing (or omit to do any act or thing) which causes Wailuku to be deemed a public utility engaged in the sale of water under law and subject to regulation by the State of Hawaii Public Utility Commission and/or the Water Commission of the State of Hawaii.

4.7 Opposition to Governmental Taking or Designation. WCE shall not request, support or encourage, directly or indirectly, any governmental taking, use or management of all or any part of the Water System or watersheds or water sources from which water arises and thereafter flows on Wailuku's land or into the Water System, nor shall WCE request, support or encourage, directly or indirectly, any governmental taking, use or management of any ground water sources or aquifers underlying or in the vicinity of the Property or any of Wailuku's land. WCE shall not request, support or encourage, directly or indirectly, the designation of any water management area or similar area or zone under the State Water Code or any other similar legislation which may hereafter be enacted. WCE shall cooperate with Wailuku in opposing any such taking, use, management or designation, PROVIDED such cooperation does not entail substantial out-of-pocket expense to WCE. If any governmental authority shall manage or exercise control over any part of the Water System or watersheds or water sources from which water arises and thereafter flows into the Water System, Wailuku and WCE shall with respect thereto endeavor to agree on their course of action in dealing with such governmental authority, but WCE shall in connection therewith defer to Wailuku's leadership in dealing with the governmental authority and shall cooperate in implementing the approach decided upon by Wailuku for dealing with such governmental authority.

4.8 Interest on Past Due Amounts. All amounts which shall become due and payable under this Agreement from either party to the other shall bear interest payable at the greater of one percent (1%) per month or, if allowed by law, two (2) percentage points higher than the Base Rate from time to time, from the due date or dates until paid; PROVIDED that this provision for interest shall not be construed to authorize delay in payment of any amounts becoming due hereunder.

4.9 Late Charges. If WCE shall fail to pay all or any portion of any quarterly installment of the Minimum Charge or the Delivery Charge when due, Wailuku, in addition to its other remedies, may collect, and WCE shall pay on demand, a late charge equal to five percent (5%) of the amount overdue.

4.10 Compliance with Law. WCE shall be responsible for obtaining, at its expense, but with Wailuku's cooperation, all permits, approvals, licenses and certificates as may be required for the withdrawal and use of water by WCE hereunder.

SECTION 5: MUTUAL COVENANTS

5.1 Delegation of Wailuku's Duties. Wailuku shall have the right to assign, delegate and surrender any or all of Wailuku's rights, powers, privileges and duties under this Agreement or in the Water System to any person, corporation, association or other legal entity; provided that such assignee shall assume in writing Wailuku's duties and responsibilities under this Agreement relating to such delegated rights, powers privileged and/or duties and, provided that such assignment shall not prevent Wailuku or its assignee from satisfying the obligations to WCE under this Agreement. WCE shall attorn and perform to such successor in interest to Wailuku. Notwithstanding the foregoing, Wailuku shall not be released from any obligations assumed by such successor hereunder, unless agreed to in writing by Wailuku Country Estates.

5.2 Assignment by WCE. WEC shall have no right to assign this Agreement except to a single entity owned or controlled by owner of the Property. Any such assignment shall require Wailuku's written consent, which consent shall be for the sole purpose to confirm that WCE's assignee is one entity, not multiple entities and the assignment is in conjunction with the sale of all of the Property. If Wailuku shall be named as a party to any judicial or legal action by or on account of any person having or claiming an interest in this Agreement other than WCE or such permitted assignee, WCE shall indemnify and reimburse Wailuku on demand for all costs (including attorneys' fees) and consequences (including any judgment award) resulting to Wailuku from such action. Provided such assignment shall not impair Wailuku's security for payment of the Minimum Charge as required by section 4.4 above, WCE shall be released from all obligations under this Agreement assumed by such assignee, except that the assignor shall not be released from its indemnity and reimbursement obligations under the immediately preceding sentence of this section 5.2.

No such assignment shall be construed to permit the use or sale outside of the Property of any water delivered pursuant to this Agreement. After any such assignment, all references in this Agreement to WCE shall mean the assignee, except where WCE is intended to have continuing liability.

WCE may mortgage or assign WCE's interest in this Agreement as collateral or security for a debt or other obligation only if such mortgage or assignment shall be coupled with a mortgage of the Property to secure such debt or obligation and provided that any foreclosure of such mortgage shall include foreclosure against WCE's interest in this Agreement, so that the foreclosure purchaser shall succeed to WCE's obligations under this Agreement. Proceeds of any such foreclosure sale shall be applied first to cure any delinquencies in payments owing under this Agreement as of the date of court confirmation of the foreclosure. Except for the purchaser pursuant to any such foreclosure, Wailuku shall have no obligation to deliver water to any person or entity purporting to acquire WCE's rights under this Agreement by operation of law or involuntary assignment, transfer, foreclosure, execution or other analogous action.

The sole and exclusive right of a mortgagee or assignee would be to allow a purchaser at a foreclosure sale to have the right to receive water as provided under this Agreement; such assignee or mortgagee would have no other rights.

5.3 Reservation of Wailuku's Rights. Nothing in this Agreement shall be construed to transfer or assign to WCE any water rights owned, leased or held by Wailuku, all of which water rights are expressly reserved to Wailuku. The term "water rights" shall not be construed to include Wailuku's delivery obligation under section 3.1. Without limiting Wailuku's liability and obligation under this Agreement, Wailuku shall have the full right and ability to increase the flow of water through the Irrigation Ditches, acquire and develop additional water rights and resources on lands other than the Property, to contract with other parties for the delivery of water not necessary for the performance of this Agreement and to buy, sell, lease, assign, encumber or otherwise receive or transfer lands, water rights, equipment, easements, appurtenances and other rights and assets, whether or not part of the Water System.

5.4 Condemnation. If there shall be any taking or condemnation by any authority having the power of eminent domain of all or any part of the Water System or any other assets of Wailuku outside of the Property, all compensation and damages payable for or on account of such taking or condemnation shall be payable to and be the sole property of Wailuku, and WCE shall have no interest or claim to such compensation or damages or any part thereof whatsoever. If and to the extent that any such taking or condemnation prevents or materially interferes with Wailuku's performance under this Agreement, such taking or condemnation shall constitute an event of force majeure under section 3.7 above. WCE shall not request, encourage or support, directly or indirectly, any taking or condemnation of all or any part of the Water System or any other assets of Wailuku outside of the Property and shall, if so requested by Wailuku, actively oppose such taking or condemnation. WCE may recover any amount or damages that may be separately awardable to WCE for damage to its property (including any easements then being used by WCE and any improvements installed by WCE to exercise such easements) by any governmental taking or condemnation, provided that such separate award does not diminish the compensation that Wailuku would otherwise receive. WCE shall not intervene or request to be cited as a party in any condemnation action commenced against Wailuku or its property. Reference to "taking or condemnation" in this section shall also mean and pertain to any sale or other transfer under bona fide and imminent threat or likelihood of condemnation by prior condemning authority.

5.5 Events and Consequences of Default. This Agreement is upon the express condition that if any one or more of the following events of default shall occur:

(a) WCE shall fail to pay any charges or other amounts arising under this Agreement when due, and such failure shall continue for a period of twenty (20) days thereafter; or

(b) WCE shall materially fail to observe or perform any other of the covenants in this Agreement and on the part of WCE to be observed and performed and such failure shall continue for a period of thirty (30) days after Wailuku gives written notice to WCE, unless WCE shall have taken steps in good faith within such period to remedy the same and shall continue to so act with diligence and continuity reasonably satisfactory to Wailuku; or

(c) WCE shall be adjudged bankrupt or seek protection under any provision of the Federal Bankruptcy Act; or

(d) Any material interest of WCE under this Agreement shall be the subject of garnishment, attachment, execution or other legal process, unless WCE shall take prompt steps in good faith to dissolve or set aside the same; THEN, AND IN CASE OF ANY SUCH EVENT OF DEFAULT, Wailuku may, upon the occurrence of such event of default or at any time thereafter during the continuance of such default, at Wailuku's option, terminate this Agreement or permanently reduce the Maximum Delivery by such amount as Wailuku shall determine in its sole discretion, by giving thirty (30) days' written notice (which may be given simultaneously with any notice of default) to WCE, all without prejudice to any other remedy or right Wailuku may have for such default or other breach of this Agreement. WCE shall have the continuing right to cure the

default in whole (not in part) within such 30-day notice period, time being strictly of the essence as to such notice and cure period. If Wailuku elects to reduce the Maximum Delivery rather than terminate this Agreement, the Minimum Charge shall not be reduced. If Wailuku elects to terminate this Agreement, after such termination WCE shall continue to be liable to Wailuku for the full payment of WCE's monetary obligations under this Agreement (with the obligation of Wailuku to mitigate damages) and for compliance with all of WCE's covenants under this Agreement.

5.6 Events and Consequences of Default by Wailuku. If Wailuku shall fail or refuse (including, without limitation thereto, material default by Wailuku in performance of any obligation it may have under section 3.7 above) without proper excuse, to deliver water in the quantity required by this Agreement, WCE shall provide written notice of the same to Wailuku and WCE and Wailuku shall immediately meet and confer to remedy the alleged failure to provide such water, if any. If after WCE and Wailuku have met and conferred (or if within 10 business days after such written notice the parties do not meet) and WCE continues to maintain that Wailuku is failing to provide water as required under this Agreement, WCE may then seek judicial relief, including a mandatory injunction, to obtain access to the water from the Water System in order to obtain WCE's share of such water due under this Agreement. If WCE claims that Wailuku is in breach of this Agreement or negligent in the conduct of its obligations, WCE shall give written notice to Wailuku of the same and provide a reasonable opportunity to cure the alleged breach and/or negligence, prior to taking any judicial or administrative action in furtherance of such claims.

5.7 Costs of Enforcement. WCE shall pay Wailuku's attorneys' fees and such expenses as may be incurred to induce or compel payment of all Minimum Charges and Delivery Charges hereafter owing by WCE to Wailuku under this Agreement, whether suit is brought or not. In case of any arbitration or suit to resolve disputes between Wailuku and WCE, the prevailing party shall be entitled to receive its attorneys' fees and other costs, plus interest from the other party.

5.8 Estoppel Certificates. From time to time, Wailuku and WCE shall provide each to the other, upon written request therefor, estoppel certificates certifying that, if such be the case, there are no outstanding breaches of the terms, conditions or covenants contained in this Agreement, provided that the party requesting the same shall pay the other party's reasonable costs of preparing such certification.

5.9 Consents and Approvals. In instances where the consent or approval of either party is called for by the terms of this Agreement, such consent or approval shall be requested in writing and shall not be unreasonably or arbitrarily withheld. No consent fee shall be charged, except for reasonable costs of advice or review by legal counsel, technical consultants or other third-party consultants.

5.10 Nonwaiver of Breach. The acceptance of payments by Wailuku shall not be deemed to be a waiver by Wailuku of any breach by WCE of any term, covenant or condition of this Agreement or of Wailuku's right to declare a default and enforce a termination or reduction in Maximum Delivery for any such breach. The failure of either party to insist upon strict performance

of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but the same shall be and remain in full force and effect.

5.11 Parties in Interest/Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Wailuku and its successors and assigns and upon WCE and its successors and assigns to the same extent as such terms, covenants and conditions inure to the benefit of and are binding upon Wailuku and WCE, respectively. Nothing in this Agreement is intended to benefit or confer any rights on any other person or entity except as provided in sections 5.1 and 5.2 above. This Agreement shall not be construed to create a Partnership or joint venture between Wailuku and WCE.

This Agreement shall not be deemed to be a covenant running with the land and nothing herein contained shall be construed as a conveyance by either party of any of its rights in or to its property.

5.12 Interpretation. The headings of sections and subsections in this Agreement are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement. The use of any gender shall include all genders. Use of the singular shall include the plural, and use of the plural shall include the singular, as appropriate in the context. This Agreement contains all of the agreements between the parties relating to the subject of water service to the Property and supersedes all other prior or concurrent oral or written letters, agreements and understandings. This Agreement shall be construed and interpreted under and pursuant to the laws of the State of Hawaii. All provisions of this Agreement have been negotiated by the parties at arm's length and with full representation of their respective legal counsel. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either party as the drafter of the Agreement.

5.13 Notices. Any notice or demand to be given to or served upon either party in connection with this Agreement shall be deemed to have been sufficiently given or served for all purposes by being personally delivered or sent as registered or certified mail, postage prepaid, addressed in the case of Wailuku to it at the place designated for the payment of charges under this Agreement, or at such other address as Wailuku may from time to time designate in writing to WCE, and in the case of WCE, to Richard Takase, 70 Kanoa Street, Suite 103, Wailuku, Hawaii 96793, or at such other address or to such other person as WCE may from time to time designate in writing to Wailuku, and any such notice or demand shall be deemed conclusively to have been given or served upon the earlier to occur of the actual date of delivery or five (5) days after the date of mailing, if mailed in Hawaii.

5.14 No Recordation. Neither party will record this Agreement, either directly or indirectly as an exhibit or attachment to any other recorded document, in the Hawaii Bureau of Conveyances or in any other filing or record system intended to give actual or constructive notice of any liens or encumbrances on lands or land titles. This Agreement is not intended to create an

interest in any real property, and any such interest which may be intended by the parties shall arise only from separate instruments executed and duly recorded by the parties.

5.15 Compliance with Rule Against Perpetuities. If any of the terms or conditions of this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory or common law provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then this Agreement shall terminate upon the expiration of twenty-one (21) years after the death of the last survivor of the now living lawful descendants of Queen Elizabeth II of England.

5.16 Facsimile/Counterparts. Fax (facsimile) copies of this executed Agreement shall be fully binding and effective for all purposes. Fax signatures on documents will be treated the same as original signatures. The Agreement may be executed in counterparts, and said execution shall have the same effect as if all parties executed the same original copy hereof.

5.17 Exhibits. The following exhibits are attached to and made a part of this Agreement:

Exhibit A: Map showing the Property, Water System, and Delivery Reservoir
Exhibit B: Pledge and Security Agreement

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

WAILUKU AGRIBUSINESS CO., INC.
a Hawaii corporation

By _____
Avery B. Chumbley
Its President

By _____
J. Alan Kugle
Its Chairman of the Board of Directors

**WAILUKU COUNTRY ESTATES IRRIGATION COMPANY**
a Hawaii corporation

By _____
Brian A. Anderson
President



Jun 09 2000 6:53AM Sales Office Islander on 808 821-8676 p.18

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

On this 19th day of August, 2002, before me appeared **AVERY B. CHUMBLEY** to me personally known, who, being by me duly sworn, did say that he is the President of **WAILUKU AGRIBUSINESS CO., INC.**, a Hawaii corporation, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

MARY ANN LOCK NOTARY PUBLIC STATE OF HAWAII

Mary Ann Lock
Notary Public, State of Hawaii
My commission expires: 5/30/04

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

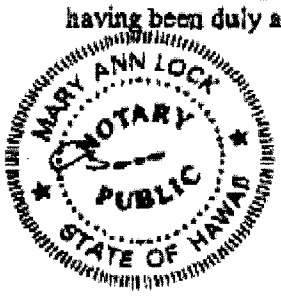
On this 19th day of August, 2002, before me appeared **J. ALAN KUGLE**, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board of **WAILUKU AGRIBUSINESS CO., INC.**, a Hawaii corporation, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

MARY ANN LOCK NOTARY PUBLIC STATE OF HAWAII

Mary Ann Lock
Notary Public, State of Hawaii
My commission expires: 5/30/04

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

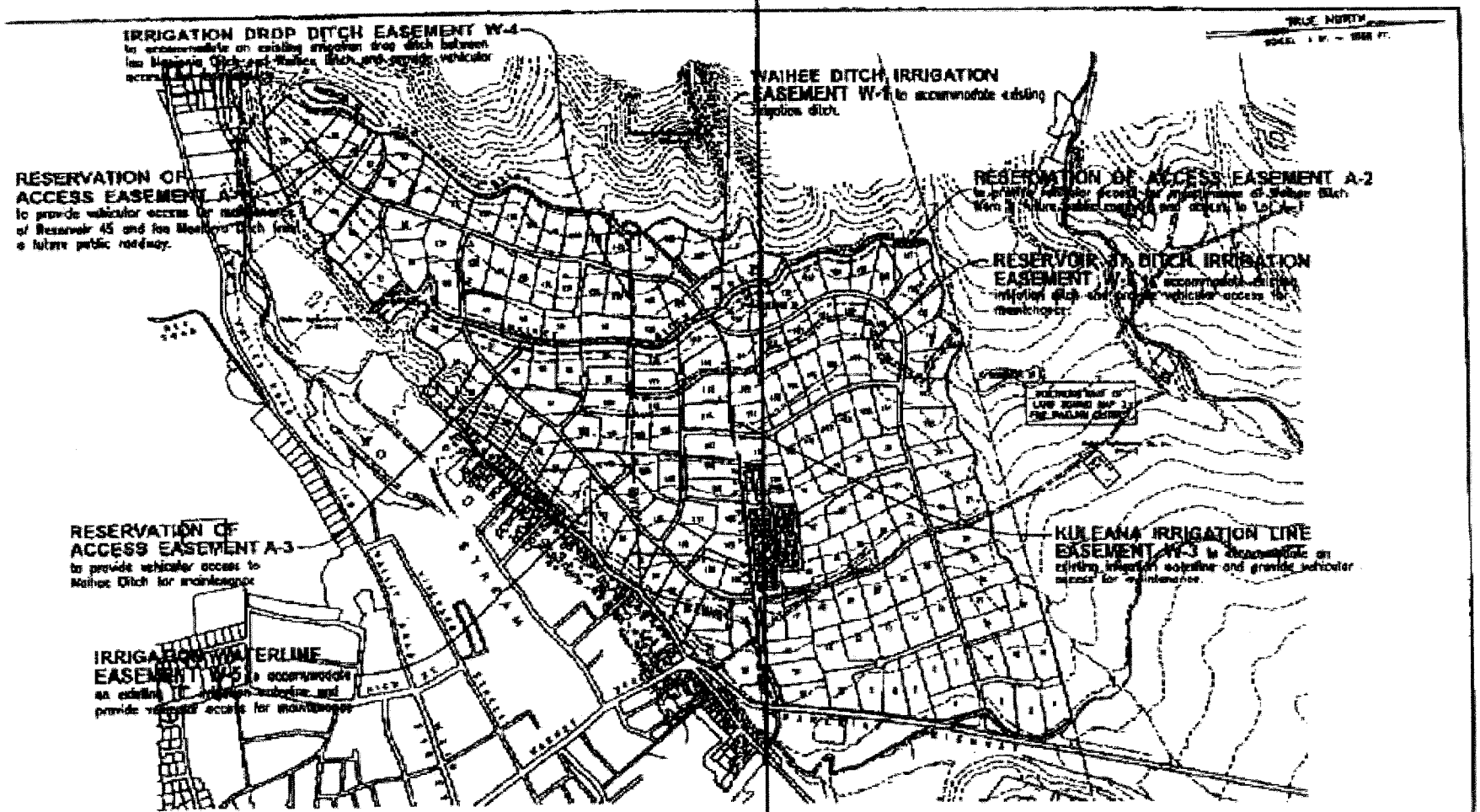
On this 19th day of August, 2002, before me appeared **BRIAN A. ANDERSON** to me personally known, who, being by me duly sworn, did say that he is the President of **WAILUKU COUNTRY ESTATES IRRIGATION COMPANY**, a Hawaii corporation, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.




Mary Ann Lock
Notary Public, State of Hawaii
My commission expires: 5/30/04

Jun 09 2000 6:54AM Sales Office Islander on 808 821-8676 p.21

6-25-04; 3:51PM;WAILUKU AGRIBUSINESS ; JOB 242 7088 # 21/ 28




# PUUOHALA MAUKA SUBDIVISION

Approximate Location of Easements and Reservations Requested by Wailuku Agribusiness Co.

August 16, 2002

# PLEDGE AND SECURITY AGREEMENT

This Pledge and Security Agreement is made as of this ____ day of _____, 2002 by and between WAILUKU COUNTRY ESTATES IRRIGATION COMPANY, a Hawaii corporation, whose address is c/o Brian Anderson, PO Box 1237 Kamuela, HI 96743, hereinafter called the Pledgor, and WAILUKU AGRIBUSINESS COMPANY, INC., a Hawaii corporation, with its principal place of business at 255 East Waiko Road, Wailuku, Hawaii, 96793, hereinafter called the Secured Party.

## WITNESSETH THAT:

To secure the performance of Pledgor's payment obligations under that certain Water Delivery Agreement entered into between Pledgor and the Secured Party on _____, 2002.

1. Pledge. The Pledgor does hereby assign, pledge and grant to the Secured Party, absolutely, a security interest as that term is defined in the Uniform Commercial Code, Chapter 490, Hawaii Revised Statutes, in and to the time certificate deposit (TCD), identified in Exhibit "A", attached hereto and made a part hereof. The time certificate deposit having been deposited with the Secured Party concurrently herewith, and the Secured Party being signitore on the TCD, with the right to draw on, liquidate and receive the proceeds therefrom, and such assignment to the Secured Party includes all distributions arising from the TCD, payable thereon or distributable in respect thereof, together with the right to receive the same, except for interest which will be paid to Pledgor as and when due under the TCD.



**EXHIBIT "B"**

2. Pledgor's Warranties. The Pledgor represents and warrants to the Secured Party:

(a) The Pledgor is the sole and absolute owner of the TCD as set forth in Exhibit "A";

(b) The TCD is valid and fully paid;

(c) The TCD is free and clear of all liens, charges and encumbrances, except the security interest created by this Agreement; and

(d) The TCD is not subject, in whole or in part, to any restrictions, rights of any other parties, or any applicable federal or state laws which would in any way prevent the granting of a valid security interest pursuant to the provisions hereof.

3. Default.

(a) Events of Default, Remedies. That upon default by Pledgor in Pledgor's payment obligations under the Water Delivery Agreement, and Pledgor's failure to timely cure the same after written notice from Secured Party as required by Section 5.05(d) of the Water Delivery Agreement, then Secured Party without obligation to do so and without releasing or waiving any of its rights, shall have the right, power and authority to exercise all rights and remedies available to the Secured Party under Section 5.05(d) of the Water Delivery Agreement, and is irrevocably authorized and empowered at any time and from time to time to obtain the proceeds of the TCD to the extent needed to satisfy such payment obligations.

(b) Application of Cash Proceeds. The proceeds on the liquidation of the TCD shall be applied by the Secured Party as follows:

(i) First, to the payment of the cost and expenses in obtaining the cash proceeds of the TCD, including but not limited to reasonable attorney's fees;

(ii) Second, to the payment to the Secured Party of all amounts due and unpaid under the default;

(iii) Third, as to any surplus then remaining, to be held by the Secured Party, as security for future payments by Pledgor under the Water Delivery Agreement, with the obligation of the Pledgor to increase such security to the face amount of the TCD.

4. Termination of Pledge. This Pledge shall continue as long as the Water Delivery Agreement is effective and has not been terminated pursuant to the provisions thereof.

5. Expenses.

(a) In case of any litigation or other enforcement proceeding commenced to resolve disputes between the parties arising out of this Agreement or any document secured hereby, the prevailing party shall be entitled to receive its attorneys' fees and all costs, plus interest on all damages from the other party.

(b) All amounts which shall become due and payable under this Agreement from either party to the other shall bear interest payable at the greater of one percent (1%) per month or, if allowed by law, two (2) percentage points higher than the Base Rate (as defined in the Water Delivery Agreement) from time to time, from the due date or dates until paid; PROVIDED that this provision for interest shall not be construed to authorize delay in payment of any amounts becoming due hereunder.

6. No Waiver. In case the Secured Party shall proceed to enforce any right or remedy hereunder and such proceedings shall be discontinued or abandoned for any reason, then and in every such case, the Pledgor and the Secured Party shall be restored to their former positions and rights hereunder with respect to the TCD, and all rights, remedies and powers of the Secured Party shall continue as if no such proceeding had been taken. No failure or delay on the part of the Secured Party in exercising any right, remedy or power under this Agreement or in giving or insisting upon strict performance by the Pledgor or in giving notice hereunder shall operate as a waiver of the same or any other power or right, and no single or partial exercise of any such power or right shall preclude any other or further exercise thereof or the exercise of any other such power or right. The Secured Party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Pledgor of any and all of the terms and provisions of this Agreement to be performed by the Pledgor. No waiver by the Secured Party of any breach or default of or by the Pledgor shall be deemed to alter or affect the Secured Party's rights hereunder with respect to any defaults other than the defaults and/or breaches waived by Secured Party.

7. Remedies. No right or remedy herein reserved to either party is intended to be exclusive of any other right or remedy, but each and every such remedy shall be cumulative and not in lieu of but in addition to any other rights or remedies given under this Agreement or otherwise.

8. Right of Secured Party to Extend Time of Payment, Substitute, Release Security, Etc. Without affecting or impairing the liability of the Pledgor for the payment of the

indebtedness secured hereby, or the security interest of the Secured Party in the TCD, or any of the Secured Party's rights under this Agreement, the Secured Party may from time to time, without notice, (a) extend the time of payment of any of the amounts due and owing under the Water Delivery Agreement, (b) accept additional security therefor of any kind, including, but not limited to, mortgages and security agreements, (c) alter, substitute or release any property securing payment of said amounts, (d) resort for the payment of said amounts to its several securities therefor in such order and manner as it may deem appropriate, or (e) join in any subordination or other agreement affecting this Agreement or the security interest of the Secured Party.

9. Paragraph Headings. The headings of paragraphs herein are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provisions of this Agreement.

10. Change, Amendment, Etc. No change, amendment, modification, cancellation or discharge of any provision of this Agreement shall be valid unless consented to in writing by the Secured Party and Pledgor.

11. Notices. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by first class, registered or certified mail, postage prepaid, or by hand delivery, addressed as follows:

To SECURED PARTY at: Wailuku Agribusiness Company, Inc.,
a Hawaii corporation
255 East Waiko Road
Wailuku, Hawaii 96793

To PLEDGOR at:

WAILUKU COUNTRY ESTATES
IRRIGATION COMPANY
a Hawaii corporation
c/o Brian Anderson
PO Box 1237
Kamuela, HI 96743

Any such address may be changed from time to time by serving notice to all other parties as above provided. Service of such notice or demand shall be deemed complete on the date of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier.

12. Applicable Laws. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Hawaii. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement will remain unaffected.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

14. Attorney's Fees. In the event of litigation to enforce this Agreement or any provision thereof, to rescind the same, collect damages for an alleged breach thereof, or for declaratory judgment thereunder, the prevailing party in such action shall be entitled to an allowance for reasonable attorney's fees in addition to costs of suit.

IN WITNESS WHEREOF, the Pledgor and the Secured Party have executed these presents as of the day and year first above written.

WAILUKU COUNTRY ESTATES IRRIGATION COMPANY

By: _____
Its: _____

"Pledgor"

[Signatures continued on next page]

WAILUKU AGRIBUSINESS COMPANY, INC.
a Hawaii corporation,

By:_____
Its:_____

"Secured Party"

By:_____
Its:_____

"Secured Party"

WAILUKU AGRIBUSINESS CO., INC.

255 East Waiko Road
Wailuku, Hawaii 96793
Direct Line: (808) 244-7079
Fax: (808) 242-7088
Email: abc@aloha.net

## FAX TRANSMITTAL SHEET

TO: Ms Wilson
FROM: Avery B. Chumbley, President
COMPANY: W.C.E
DATE: 8-25-04
FAX NUMBER: 808-821-8676
TOTAL NO. OF PAGES (including cover):
CC:
RE:

☐ URGENT ☐ FOR REVIEW/COMMENT ☐ PLEASE CALL ☐ FOR YOUR FILES

NOTES/COMMENTS:

As requested -

CONFIDENTIALITY NOTICE: THIS FACE AND ANY ACCOMPANYING DOCUMENTS CONTAIN CONFIDENTIAL INFORMATION INTENDED FOR A SPECIFIC INDIVIDUAL OR ENTITY. THIS TELECOPIED INFORMATION IS PRIVATE AND PROTECTED BY LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING OR DISTRIBUTION, OR THE TAKING OF ANY ACTION BASED ON THE CONTENTS OF THIS INFORMATION, IS STRICTLY PROHIBITED.

## UNILATERAL WATER USE AGREEMENT

This agreement, made effective this 28th day of November, 2002 by and between CGM. LLC hereinafter referred to as the "Developer" and Wailuku Country Estates Homeowner's Association, hereinafter referred to as "WCE" whose principal place of business is at 270 Waiehu Beach Road, Suite 115, Wailuku, Maui, Hawaii, 96793 agrees to the following:

## WITNESSTH

Whereas, CGM. LLC is the developer, owner and desires to develop the Wailuku Country Estates Project with 184 residential lots, located in Wailuku, Maui, Hawaii. and Wailuku Country Estates Homeowner's Association will assume management and responsibility for the project upon completion, and

Whereas, the Developer and WCE have committed to limit the use of County supplied potable water for domestic use only and use is limited to within the dwellings only, and each lot will be limited to 540 gallons per day usage, and agree to enforce this restriction on maximum water use for the project, and

Whereas, the Developer and WCE require, each lot owner to use the non-potable water system supplied by WCE water company for irrigation and other outdoor purposes, and that all lot owners will not be entitled to agricultural water rates from the Department of Water Supply (DWS), County of Maui, and

Whereas, the DWS requires written restrictions for the domestic water use and supply for final subdivision approval, and

Whereas, the parties agree that this agreement will remain in force until at such time the DWS agrees to remove this condition because the developer or its successor in interest has supplied additional source and storage.

Now, therefore, in consideration for DWS final subdivision approval CGM. LLC and WCE agree to the following restrictions, which shall bind and run with the land until released by the DWS, County of Maui;

1. The Developer and WCE warrant and agree to limit each lot to either one 5/8" or one ¾" domestic water line size, only one water meter per lot will be allowed, and that the amount of domestic water used from the DWS municipal water system will be limited to 540 gallons average per day per lot for each 12 month period.

2. CGM. LLC. WCE and Lot Owners agree that should any lot owner exceed the amount of 197,100 gallons during any 12 month period, that the lot owner is subject to additional County source assessment in the amount of $5,000.00 in contribution to said source

B-22A

EXHIBIT NO.
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development, but remain subject the WCE Water Company with its regular assessment and by-laws.

3. All property owners in the project, are required to use the private irrigation water system for all outdoor uses. The irrigation water system is owned, operated and maintained by the Wailuku Country Estates Homeowner's Association.

4. All property owners acknowledge and agree that they will not be entitled to any agricultural rates or water meter size increase from the County of Maui.

5. All house plans shall be required to use the UPC standards in determining water capacity for their improvements. All homes will be required to use low flow plumbing devices and will be encouraged to use other water conservation methods. The Wailuku Country Estates Homeowner's Association, Design Committee to verify compliance, that these fixtures are specified in all approved house plans.

**NO PARTY DEEMED DRAFTER:**

The parties agree that no party shall be deemed to be the drafter of this agreement and further that in the event that this agreement is ever construed by court of law, such court shall not construe the agreement or any provision of this agreement against any party as the drafter of the agreement.

**APPLICABLE LAW:**

This agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, and the County Maui. Any statement, promise made by either party or agents of either party that is not contained in this written contract shall be considered nonbinding. There shall be no modification to this agreement without written consent of both parties and DWS.

IN WITNESS WHEREOF THE OWNERS AND have executed this agreement by signing the appropriate space provided below.

Dated: 11/28/02

By: _____
MR. BRIAN ANDERSON,
MANAGER, OGM, LLC.

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

On this 28 day of November, 2002, before me personally appeared BRIAN ANDERSON, to me known to be the person described herein and who executed the foregoing Letter Agreement and acknowledged that they executed the same as their free act and deed.

KYLE BARKER NOTARY PUBLIC STATE OF HAWAII

Notary Public, State of Hawaii

My commission expires _____

KYLE BARKER
Expiration Date: March 14, 2006

25
E114
-1L

R-1203 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
FEB 27, 2003 03:29 PM
Doc No(s) 2003-036607

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

134 1/2 Z1

LAND COURT SYSTEM

AFTER RECORDATION: RETURN BY MAIL (✓) PICK-UP ( )

JON. PANG
745 FORT ST. 17TH FL.
HONOLULU

Tax Map Key No. (2) 3-03-02:001 Total Pages: 134

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

# FOR

# WAILUKU COUNTRY ESTATES



EXHIBIT NO.
2189 WCEIC - 234

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

WAILUKU COUNTRY ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 27th day of February, 2003, by CGM, LLC, a Hawaii limited liability ("Declarant").

## PART ONE: INTRODUCTION TO THE COMMUNITY

*As the developer of Wailuku Country Estates, CGM, LLC, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Wailuku Country Estates as a master planned community.*

## ARTICLE I CREATION OF THE COMMUNITY

### 1.1. PURPOSE AND INTENT.

Declarant, as the owner of the real property described in Exhibit "A," intends by Recording this Declaration to establish a general plan of development for the planned community known as Wailuku Country Estates. Declarant intends that the community will be developed as an agricultural subdivision project that will integrate agricultural activities with related residential use.

By imposing the mutually beneficial restrictions created by this Declaration, Declarant seeks to preserve the Property's character while providing for the development of the project for the benefit of all owners of real property in Wailuku Country Estates. This Declaration provides a flexible and reasonable procedure for Wailuku Country Estates's future expansion as Declarant deems appropriate and provides for its overall development, administration, maintenance, and preservation. An integral part of the development plan is the creation of the Wailuku Country Estates Community Association, Inc., an association comprised of all owners of real property in Wailuku Country Estates, to own, operate and/or maintain Common Areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

The real property that is submitted to this Declaration is subject to various land use approvals, restrictions, and conditions imposed by the State of Hawaii and the County of Maui, and such other conditions that have been imposed or may be imposed throughout the course of development of the Property. These conditions and approvals impose significant obligations and restrictions on the Association, Declarant, and the Owners.

This document does not and is not intended to create a condominium under Hawaii law.

1.2. **BINDING EFFECT.**

All property described in Exhibit "A," and any additional property which is made a part of Wailuku Country Estates in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of Wailuku Country Estates, their heirs, successors, successors-in-title, and assigns.

This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date it is Recorded. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by a majority of the then Owners has been Recorded within the year preceding any extension, agreeing to terminate this Declaration. In the latter case, it shall terminate as of the dated specified in such instrument. Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Hawaii law restricting the period of time that covenants on land may be enforced, such provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. **GOVERNING DOCUMENTS.**

Wailuku Country Estates's Governing Documents consist of:

- This Declaration and such Recorded Supplemental Declarations;
- Wailuku Country Estates Community Association, Inc.'s Articles of Incorporation and By-Laws;
- Restrictions and Rules described in Article III;
- Design Guidelines described in Article IV; and
- The Association's Board of Directors' resolutions;

all as they may be amended.

Nothing in this Section shall preclude any Supplemental Declaration or other Recorded covenants applicable to any portion of Wailuku Country Estates from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration and, in such case, the more restrictive shall control.

The Governing Documents apply to all Owners and occupants of property within Wailuku Country Estates, as well as to their respective tenants, guests, and invitees. Any lease

on a Lot shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

If any court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision.

## ARTICLE II CONCEPTS AND DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"**Agricultural Products**": Floricultural, horticultural, viticultural, forestry, fruit, nut, foliage, coffee, farm, landscaping, plantation and other products produced as the result of Agricultural Use within the Property.

"**Agricultural Use**": The occupation and use of any portion of the Property in conformity with this Declaration and requirements imposed by applicable Zoning Laws. Such occupation and use may include, but not be limited to, the cultivation of crops, including but not limited to flowers, vegetables, trees, and fruits that are propagated for economic or personal use.

"**Area of Common Responsibility**": The Common Area and Association Easement, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

"**Articles**": Wailuku Country Estates Community Association, Inc.'s Articles of Incorporation, filed with the Director of the Department of Commerce and Consumer Affairs of the State of Hawaii, as they may be amended.

"**Association**": Wailuku Country Estates Community Association, Inc., a Hawaii nonprofit corporation, its successors or assigns.

"**Association Easement**": The portion of each Lot contained within the set backs established by the County of Maui and as set forth in the Design Guidelines.

"**Base Assessment**": Assessments levied on all Lots subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

"**Board of Directors**" or "**Board**": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Hawaii corporate law.

"**Building Envelope**": The portion of each Lot that is designated at the time of design approvals in accordance with Article IV as the area within which the Dwelling and all related Improvements must be located with the exception of any driveway located on the Lot.

"**Bureau**": The Bureau of Conveyances of the State of Hawaii.

"**By-Laws**": The By-Laws of Wailuku Country Estates Community Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as Exhibit "D."

"**Class "B" Control Period**": The time period during which the Class "B" Member is entitled to appoint a majority of the members of the Board as provided in the By-Laws. The Class "B" Control Period shall terminate on the first to occur of the following:

(a) when 90% of the total number of Lots permitted by the Master Plan for the property described in Exhibit "A" have permanent building permits issued thereon and have been conveyed to Class "A" Members;

(b) 5 years from the date this Declaration is Recorded; or

(c) when, in its discretion, the Class "B" Member so determines.

"**Common Area**": All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

"**Common Expenses**": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless Members representing a majority of the total Class "A" vote of the Association approve. Payments due under leases of capital improvements, such as street lights, shall not be considered an initial development or original construction cost.

"**Community Park**": The land described in Exhibit "B" that is designated as a 2.26 acre public access park area, being Lot 185, as shown on the Master Plan, and the improvements thereon, which shall be adjacent to, and an extension of, Puuohala Park, an existing public park owned by the County of Maui.

"**Community-Wide Standard**": The standard of conduct, maintenance, or other activity generally prevailing at Wailuku Country Estates, or the minimum standards established pursuant to the Design Guidelines, Restrictions and Rules, and Board resolutions, whichever is a highest standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within Wailuku Country Estates change.

shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The votes may be cast by mail, facsimile transmission, electronic mail, teleconferencing, or any other reasonable method, or combination of methods, as may be determined by the Board in its discretion.

## ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

### 7.1. ACCEPTANCE AND CONTROL OF ASSOCIATION PROPERTY.

The Association may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property (including the property described in Articles XXI and XXII) and real property. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of owners, occupants, and residents of Wailuku Country Estates.

Declarant and its designees may convey to the Association, and the Association shall accept, personal property and fee title, leasehold, or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B." Upon Declarant's written request, the Association shall reconvey to Declarant any unimproved portions of the Common Area Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

### 7.2. MAINTENANCE OF AREA OF COMMON RESPONSIBILITY.

The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

(a) All portions of and structures situated on the Common Area;

(b) Landscaping within public rights-of-way within or abutting Wailuku Country Estates;

(c) Such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(d) All recreational amenities;

(e) All portions of and all structures, equipment, landscaping, trees, plants and other Improvements situated on the Association Easement with the exception of any structures, equipment, landscaping, trees, plants and other Improvements installed or constructed on the Association Easement by an Owner;

(f) All portions of and all structures situated in the Community Park;

(g) All ponds, drainage swales, streams and/or wetlands, located within Wailuku Country Estates which serve as part of the stormwater drainage system for Wailuku Country Estates, including improvements and equipment installed therein or used in connection therewith, if any; and

(h) Any property and facilities Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from Declarant to the Association and will remain part of the Area of Common Responsibility maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without limitation, undeveloped Lots and property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced except with Declarant's prior written approval as long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration.

The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof.

### 7.10. FACILITIES AND SERVICES OPEN TO THE PUBLIC.

Certain facilities and areas within Wailuku Country Estates may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, bicycle and walking trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter.

## ARTICLE VIII ASSOCIATION FINANCES

### 8.1. BUDGETING AND ALLOCATING COMMON EXPENSES.

At least 60 days before the beginning of each fiscal year in which assessments are imposed, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.5.

The Association is authorized to levy Base Assessments equally against all Lots subject to assessment under Section 8.6 to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.6(b)), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send notice of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget and make copies available upon request. The budget shall automatically become effective unless disapproved at a meeting by Members representing at least 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

11.5. **EASEMENTS FOR MAINTENANCE, EMERGENCY AND ENFORCEMENT.**

Declarant grants to the Association easements over Wailuku Country Estates as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner.

11.6. **EASEMENTS FOR WATER MAINTENANCE AND FLOOD WATER.**

Declarant reserves for itself, the Association, the Irrigation Company and their respective successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water, including the Irrigation Ditches owned by Declarant, the Association or the Irrigation Company, located within the Area of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of Wailuku Country Estates abutting or containing bodies of water to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, the Irrigation Company, and their respective successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings thereon) adjacent to or within 100 feet of bodies of water within Wailuku Country Estates, including the Irrigation Ditches owned by Declarant, the Association or the Irrigation Company, in order to (a) flood temporarily, back water upon, and maintain water over such portions of Wailuku Country Estates; (b) alter in any manner and generally maintain the bodies of water within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

11.7. **EASEMENT TO INSPECT AND RIGHT TO CORRECT.**

Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the property within Wailuku Country Estates, including Lots, and a perpetual, nonexclusive easement of access throughout Wailuku Country Estates to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a Dwelling shall be permitted without the Owner's consent.

## 11.8. EASEMENT FOR PUBLIC ACCESS TO COMMUNITY PARK.

Each Owner acknowledges that as a condition of the development of the Property, a Community Park will be developed within the Property as an extension to an existing public community park owned by the County of Maui. Since this extension will be dedicated to the County of Maui, the public must be granted access to the Community Park. Such access shall be in accordance with the Ordinances of the County of Maui. Therefore, Declarant reserves for the public the right to use designated portions of Wailuku Country Estates for access to, and use of, the Community Park.

## 11.9. EASEMENT FOR AGRICULTURAL USES.

Each Owner and occupant acknowledges that portions of Wailuku Country Estates (including road rights-of-way and other Common Areas, and Association Easement), may be utilized for Agricultural Use. An easement is hereby reserved over Common Area and Lots (whether developed or undeveloped) within Wailuku Country Estates for the benefit of the Declarant, its authorized agents, successors, and assigns, and the Association, and its authorized agents, successors, and assigns, for Agricultural Use and related activities conducted by Declarant, the Association, and their respective agents, successors, and assigns. Such easement shall include, but not be limited to, the transmission, discharge, or emissions of irrigation water, surface water runoff, noise, vibration, smoke, soot, dust, exhaust, noxious vapors, odors, and other substances which are created as a result of activities incidental to one or more of the following: (a) cultivation of flowers, trees, plants, vegetables, fruits, foliage, forage, and other Agricultural Products; and (b) buildings and uses, including but not limited to, storage facilities, roadways, and maintenance facilities that are normally considered necessary, appropriate and accessory for the uses described in (a). Each Owner and occupant further acknowledges that the Association and Declarant, shall not be held liable for any nuisance, personal injury, illness, or any other loss or damage which is caused by the presence and operation of Agricultural Uses within Wailuku Country Estates.

## 11.10. EASEMENT FOR MAINTENANCE OF LOTS.

Declarant reserves for itself and the Association, an easement of ingress and egress over such portions of Lots necessary for the purpose of removing, replacing, installing, and maintaining trees, plants, and other vegetation on such Lots. Declarant and the Association shall have the right to exercise this easement over the entire area of a Lot, including the Building Envelope until the Owner of such Lot completes construction of a Dwelling on the Lot. Except as otherwise provided by the Governing Documents, after an Owner has completed construction of a Dwelling on his/her Lot the right to exercise this easement shall be limited to the area of the Lot that is outside the Building Envelope. The Declarant and the Association shall have the right, but not the obligation, to undertake any, or all, of the activities described in this Section.

The activities undertaken pursuant to this Section may include, but not be limited to, grading of Lots and the removal, replacement, installation, and maintenance of trees, plants and other vegetation. Subject to the restrictions contained in this Section, the Declarant and the Association may conduct such activities on all or a portion of such Lots including, but not

limited to, the portion of a Lot that is designated as the Building Envelope. The cost of conducting activities under this Section shall be a Common Expense. No tree, plant, or other vegetation installed pursuant to this Section, including but not limited to, trees, plants, and other vegetation, shall be modified, pruned, cut, or removed without the approval of the Declarant.

11.11. **EASEMENT FOR DRAINAGE, DRAINAGE DITCHES, BERMS AND WATER RUNOFF.**

(a) **DRAINAGE.** The Property is hereby burdened with, and Declarant hereby declares and grants, for the benefit of the Property, a perpetual and nonexclusive easement over, through, and across the Property as necessary to accommodate drainage from or across property adjacent to Lots in its currently existing and natural pattern and flow, or as the pattern or flow may be altered by any of Declarant's landscaping activities undertaken pursuant to Section 11.12. Declarant reserves the right to designate and grant additional drainage easements over, through, and across the Property including, but not limited to, portions of Lots. Each Owner assumes all liability for damage to persons or property caused by interference with the flow of drainage from, over, through, or across such Owner's Lot in connection with Owner's activities on all or any part of such Lot, and agrees to indemnify, defend, and hold harmless Declarant and the Association from and against any liability, claim, demand, action, or suit arising out of, or in connection with, any such interference with drainage.

(b) **DRAINAGE DITCHES AND BERMS.**

Drainage within Wailuku Country Estates is currently controlled by several surface and underground interceptor ditches consisting of several earthen grass-lined channels located within Easements D-1 through D-4, U-1 through U-11, U-16, U-25, U-26, U-28, and U-33, as shown on the Master Plan, for drainage, access, maintenance and other purposes (all such easements, together with the drainage easements to be designated and granted as set forth below, are herein collectively referred to as the "Drainage Easements"), affecting Lots 1 through 184 and 187 through 207, as shown on said Master Plan (all such Lots are herein collectively referred to as the "Drainage Lots"), and a concrete-lined ditch located on the south side of Puuohala Place and across Kahekelii Highway and Piihana Road, to minimize soil erosion and flooding by conveying flows in the interceptor channels to Iao Stream. While, in the course of developing the Subdivision, the existing interceptor channels and the concrete-lined ditch will be retained, some of the grassed-lined interceptor channels may be either abandoned or relocated closer to the lot boundaries. In addition, Declarant hereby reserves unto itself and its successors and assigns, the right, and each Owner hereby grants to Declarant and its successors and assigns, the right, to create, designate and grant in favor of the Association, one or more easements for drainage and other purposes: (i) along the cliff boundaries of Lots 55 through 61 of Wailuku Country Estates to accommodate, construct and maintain the drainage swales or berms, and (ii) to accommodate, construct and maintain a drainage retention basin within Lots 52 and 55 of Wailuku Country Estates, which the County of Maui has required to be constructed in the future. (All such existing and future drainage ditches, channels, swales, berms and retention basins are collectively referred to herein as the "Drainageways"). No structures may be constructed over, under or across any Drainageway. Drainageways are located on, or in proximity to, the Lots, and the Drainage Lots are subject to Drainage Easements, which requires that such Drainageway be

preserved and, prohibits anyone, including the Owners of said Drainage Lots, from disturbing such Drainageways and grants access to these Drainageways. Each Owner assumes any and all risks, disturbances, liability, nuisances, hazards and damages associated with the location of Drainageways, and the Drainage Easements related thereto, on, or in proximity to, the Lots, including the Drainage Lots, and agrees to maintain, preserve and not disturb, and shall take affirmative action to prevent any person or thing from destroying, damaging or otherwise disturbing such Drainageways, and, in addition, shall satisfy all requirements with respect thereto imposed by the Declarant, State of Hawaii, County of Maui, or any other governmental agency, or any other law, ordinance, rule or regulation. Each Owner shall indemnify, defend and hold harmless Declarant and all other Owners of Lots, and their respective principals, successors and assigns, from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, arising from the location of Drainageways, and the Drainage Easements related thereto, on, or in proximity to, the Lots, including the Drainage Lots, and shall release Declarant and said other Lot Owners, from, and intentionally waives, all claims for damages or losses resulting from the location of Drainageways, and the Drainage Easements related thereto, on, or in proximity to the Lots, including the Drainage Lots. Declarant hereby reserves the right (but not the obligation), on behalf of itself, its successors and assigns, including the Association, to modify, relocate, realign said Drainage Easements, and to designate and grant said modified easements, to the extent determined by Declarant to be necessary or desirable, to the Association, State of Hawaii, County of Maui, any other appropriate governmental agency and/or any public utility or other person or entity, and Declarant does hereby reserve the right (but not the obligation), unto itself, its successors and assigns, including the Association, to perform all acts, on the Owners' behalf as well as for the benefit of Declarant and/or other Lot Owners and Mortgagees, which Declarant shall determine to be necessary or desirable to effect the same. Each Owner does consent to any and all such acts performed by Declarant as provided hereinabove and agrees to assume such obligations as may reasonably be imposed by the Drainage Easements or any other instrument effecting any of the foregoing, and further agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same.

The Association shall protect and preserve such Drainageways. In an effort to preserve and protect the Drainageways, Declarant may install devices to restrict access to the Drainageways including, but not limited to gates at the entrances to such Drainageways. The costs of maintaining the gates or other devices shall be a Common Expense of the Association.

The Drainageways may impact the manner in which an Owner may improve his/her Lot. Under no circumstances may an Owner use, enter, disturb, or damage the Drainageways existing on the Property. The existence and location of a Drainageways on a Lot shall be considered by the Reviewer in evaluating an application for approval. In the event that a Drainageway exists on the Lot, the Owner shall avoid disruption of the Drainageways.

Neither the Association nor Declarant give any warranty, or make any representation, as to the safety of any irrigation ditch, including any Irrigation Ditch, or Drainageway that exists within Wailuku Country Estates. Irrigation ditches, including the Irrigation Ditches, and Drainageways may affect the manner in which Lots within Wailuku Country Estates may be developed. Neither the Association nor Declarant shall have any liability for any damages,

increased construction costs, or delays caused by the existence of an irrigation ditch, including an Irrigation Ditch, or a Drainageway. Neither the Association nor Declarant shall have any liability for any damages, increased construction costs, or delays caused by the existence of any irrigation ditch, including an Irrigation Ditch, or any Drainageway.

(c) **WATER RUNOFF.** Each Owner shall continue to allow storm water runoff from all roadways and adjoining areas to pass through such Owner's Lot where such a condition existed at the time that the original Subdivision Improvements, including roadway and utility improvements, were completed. All Improvements made to each Lot shall be constructed in a manner that avoids concentrating runoff or changing the original drainage pattern across such Lot in a manner that will create a nuisance to other Lots or properties downstream. Each Lot Owner shall be responsible for mitigating any increases in runoff caused by changes in vegetal cover or the construction of buildings, grading and other improvements where such an increase may create a nuisance to other Lots or properties located downstream.

### 11.12. ASSOCIATION EASEMENT.

Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" of this Declaration, and grants to the Association and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to the portion of each Lot that is designated as an Association Easement for the purposes of installing, maintaining and repairing utilities, widening roads, installing structures and Improvements, installing and maintaining landscaping, conducting Agricultural Uses, and any other reasonable purpose as may be determined in the discretion of the Declarant or the Association, as the case may be. No Improvement, structure, landscaping, plants, trees, or other vegetation that is installed or maintained in the Association Easement shall exceed the height of eight feet.

No Owner may remove, damage, or destroy any Improvement, structure, landscaping, plants, trees installed by the Association, or Agricultural Products therefrom, that are within the Association Easement unless given express, written consent by the Board of Directors.

## ARTICLE XII SHARED WALLS AND OTHER SHARED STRUCTURES

### 12.1. GENERAL RULES OF LAW TO APPLY.

Each wall, fence, driveway, or similar structure built as a part of the Improvements on the Lots which serves and/or separates any two adjoining Lots, with the exception of historic or recent walls, shall constitute a shared structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding shared walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Any dispute arising concerning a shared structure shall be handled in accordance with the provisions of Article XIII.

Declaration") contains the following rights in favor of Wailuku Agribusiness, which are encumbrances on the Property and all of the Lots:

14.1. **WATER RESERVATION.** Wailuku Agribusiness, on behalf of itself and its successors and assigns, have the reserved right to all water and water rights (surface and ground water) within or appurtenant to the Property; provided, however, that in the exercise of such rights, Wailuku Agribusiness, and its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the Property or any improvements thereon (with the exception of the maintenance of the Irrigation Ditches described below) or take other action that unreasonably interferes with the development or use of the Property for residential purposes. The reserved right to water includes the right to acquire all of the ground water which is subterranean of the Property; provided, however, that any well field which is developed by Wailuku Agribusiness, its successors or assigns, to capture such ground water shall not be located in the Property.

14.2. **DRAINAGE EASEMENT; INDEMNITY.** Wailuku Agribusiness, and its successors and assigns, have the reserved right to a perpetual easement over, through and across the Property, and appurtenant to the lands owned by Wailuku Agribusiness or in which Wailuku Agribusiness has an interest adjacent to, or in the vicinity of, the Property (collectively, the "Wailuku Lands"), or appropriate portions thereof, as necessary to accommodate drainage from or across the Wailuku Lands in its currently existing and/or natural pattern and flow to its natural place of entry upon and through the Property. The Owner of each Lot, assumes all liability for damage to persons or property caused by or resulting from the flow of drainage from, over, through or across the Property, from the Wailuku Lands in its currently existing and/or natural pattern and flow to its place of entry upon the Property or any interference therewith, and agrees to and shall indemnify, defend and hold harmless Wailuku Agribusiness and its successors and assigns from and against any liability, claim, demand, action or suit arising out of or in connection with such drainage (except loss, liability, claims and/or expenses caused by the negligence, willful act or misconduct of Wailuku Agribusiness).

14.3. **IRRIGATION DITCHES.** Wailuku Country Estates is presently encumbered by three irrigation ditches (collectively, the "Irrigation Ditches"), approximately located within the easement areas identified as the "Easement W-1" for irrigation purposes, containing an area of 5.234 acres, more or less, and located within Lot 186 of Wailuku Country Estates, "Easement W-4" for irrigation purposes, containing an area of 0.418 acres, more or less, and "Easement W-2" for irrigation purposes, containing an area of 3.881 acres, more or less, all of which are shown on the plan entitled "Iao Valley Large Lot Subdivision" prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori-Engineering, Inc. dated April 5, 2002, last revised July 18, 2002, approved by the County of Maui on August 6, 2002 (LUCA File No. 3.1722) ("Large Lot Subdivision Plan"). Easement W-1, in favor of Wailuku Agribusiness, accommodates the existing Waihee Ditch and abuts Lots 70, 71, 87 through 93, 95, 96, 97, 98, 112, 113, 126, 128, 148 through 157 of Wailuku Country Estates, as shown on the Master Plan (collectively, the "Waihee Ditch Lots"). Easement W-1 is located within Lot 186, which is a separate lot that will be conveyed to Wailuku Agribusiness. Lot 186 is subject to Easement R-1 and Easement R-2, each for roadway and utility purposes, as shown on the Master Plan. Easement W-2 in favor of Wailuku Agribusiness is located within Lots 98, 99, 100, 110, 114, 160, 161, 162, 172, and 178 through 184, and abuts Lots 111, 112 and 115 of Wailuku Country

Estates, as shown on the Master Plan (collectively, the "Reservoir 37 Ditch Lots"), accommodates the existing Reservoir 37 Ditch and also provides vehicular access for maintenance. Declarant has the right, but not the obligation, to relocate Easement W-2 into an underground pipeline within other portions of Wailuku Country Estates, including the Reservoir 37 Ditch Lots, and the Declarant hereby reserves the right (but not the obligation) over the Property to enable it to complete such relocation and construction. The location of the proposed pipeline, and the Lots to be affected thereby, have not been determined, but may be relocated approximately within the area designated as Easements W-9, W-10 and W-14 (affecting Lots 150, 155 and 187, respectively, of Wailuku Country Estates as shown on the Master Plan). Therefore, all of the Lots in Wailuku Country Estates, are hereby subject to the reserved right in favor of the Declarant and Declarant hereby reserves the right (but not the obligation), on behalf of itself, its successors and assigns, including the Association, to modify, relocate, realign said Easement W-2 within one or more of the Lots, and to designate and grant said modified easement, to the extent determined by the Declarant to be necessary or desirable, to the Association, State of Hawaii, County of Maui, any other appropriate governmental agency and/or any public utility or other person or entity, and the Declarant does hereby reserve the right (but not the obligation), unto itself, its successors and assigns, including the Association, to perform all acts, on the Owner's behalf as well as for the benefit of the Declarant and/or other Lot Owners and lien holders of Wailuku Country Estates, which the Declarant shall determine to be necessary or desirable to effect the same. Each Owner does consent to any and all such acts performed by the Declarant as provided hereinabove and agrees to assume such obligations as may reasonably be imposed by Easement W-2 or any other instrument effecting any of the foregoing, and further agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same. Each Owner does hereby appoint the Declarant and its assigns, as the Owner's attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do all such things on the Owner's behalf to effect the same, which grant of such power, being coupled with an interest, is irrevocable for the term of said Easement W-2 and such other instruments, and shall not be affected by the disability of any party or parties. In addition, any lender or lienholder which obtains a mortgage, security interest or other liens encumbering the Property or any Lot or interest therein, by virtue of obtaining such mortgage, security interest or lien, agrees that such mortgage, security interest or lien shall be automatically subordinate to said Easement W-2 and any and all easements, licenses and/or right-of-way, over, under or on the Property granted and/or received pursuant to Easement W-2 and/or this paragraph, without the need for any further action by any person, and without the execution and delivery of any further document to evidence such subordination. Easement W-4 located within Lots 128, 142 and 143, and abutting Lots 97, 127, 129 and 144 of Wailuku Country Estates, as shown on the Master Plan, accommodates an existing drop ditch between the Iao-Maniania Ditch and the Waihee Ditch and also provides vehicular access for maintenance. Another irrigation ditch owned by Wailuku Agribusiness, identified as the "Iao-Maniania Ditch", is not part of Wailuku Country Estates, but is in the proximity of Wailuku Country Estates and abuts on Lots 78, 79, 80, 81, 83, 84, 85, and lots 137 through 142 of Wailuku Country Estates, as shown on the Master Plan. In addition, an irrigation ditch owned by Hawaii Cane and Sugar, identified as the "Spreckels Ditch," is also not part of Wailuku Country Estates, but is in the proximity of Wailuku Country Estates and abuts on Lots 1, 2, 3, 4, and 7 of Wailuku Country Estates, as shown on the Master Plan. Wailuku

Agribusiness Declaration contains the following rights in favor of Wailuku Agribusiness which are encumbrances against the title to the Property, and each Lot:

(a) **Irrigation Ditch Reservation.** For the benefit of Wailuku Agribusiness, and the Wailuku Lands, Wailuku Agribusiness shall have, and there is reserved and granted to Wailuku Agribusiness, its successors and assigns, perpetual easements for the use, operation, maintenance, repair, improvement, relocation and/or replacement of the Irrigation Ditches, and the right to use water therefrom, through, along and over the Property in the locations of the Irrigation Ditches, which are approximately located within Easement W-1, Easement W-4 and Easement W-2, as set forth in the Large Lot Subdivision Plan.

In addition, certain waterways, pipelines, systems, and related water transmission facilities, associated with the Irrigation Ditches ("Water Facilities") are located within the Ditch Easement Areas (defined below). For the benefit of Wailuku Agribusiness, its successors and assigns, and the Wailuku Lands, there is reserved and granted to Wailuku Agribusiness, its successors and assigns, perpetual easement rights for use, operation, maintenance, repair, improvement and/or replacement of the Water Facilities, and the right to use water therefrom, together with the right of access thereto and thereon reasonably required or convenient for such purposes. Such easements and other rights affect and encumber such portions of the Property designated as Easement W-1, Easement W-4, and Easement W-2, as well as Easement W-5 for irrigation purposes, containing an area of 1.2 acres, more or less, as shown on the Large Lot Subdivision Plan (affecting Lots 52 to 61, 100, 103, 104, 106, 108 and 110 of Wailuku Country Estates, as shown on the Master Plan), and Easement W-3 for irrigation purposes, containing an area of 0.922 acres, more or less, as shown on the Large Lot Subdivision Plan (affecting Lots 52, 53, 113 to 120, 123, 125, 150, 170 and 172 of Wailuku Country Estates, as shown on the Master Plan) (Easement W-1, Easement W-2, Easement W-3, Easement W-4 and Easement W-5 are collectively referred to as the "Ditch Easement Areas"), and includes and are subject to certain conditions, including without limitation, the following terms:

(1) As required by the Wailuku Agribusiness Declaration, the Lot Owners shall not obstruct, divert or otherwise interfere with the full and free flowage of water within and through the Irrigation Ditches and the Water Facilities, and the Lot Owners shall not cause or allow by any person or entity claiming by or through us or lot owners, any discharge therefrom or therein or to do other acts which may affect the free and full use thereof by Wailuku Agribusiness, its successors and assigns and others entitled thereto;

(2) The withdrawal and use of water by the Declarant and the Owners of Lots, from the Irrigation Ditches and/or the "Iao-Maniania Ditch" (withdrawal from the same shall be from Reservoir 45), shall be subject to the terms and conditions of the Water Delivery Agreement described herein;

(3) Any maintenance, repair, improvement and/or replacement of the Irrigation Ditches, or the Water Facilities required and performed by Wailuku Agribusiness for use thereof by Wailuku Agribusiness, shall be at the direction and expense of Wailuku Agribusiness, subject to contribution from the Declarant relating to use thereof by the Declarant, as shall be provided in the Water Delivery Agreement, and for damage or interference caused by or through the Declarant;

(4) Wailuku Agribusiness may delegate or assign all or any portion of its rights in all or any portion of the Irrigation Ditches, and the Water Facilities;

(5) Wailuku Agribusiness shall have no obligation to use, operate, maintain, repair, improve and/or replace all or any portion of the Irrigation Ditches, or the Water Facilities, except that Wailuku Agribusiness shall use, operate, maintain and repair the Irrigation Ditches, and the Water Facilities to the extent necessary to satisfy Wailuku Agribusiness' obligations to provide water under the Water Delivery Agreement;

(6) The easement reserved in the Ditch Easement Area identified as Easement W-1 and Easement W-2 shall be exclusive to Wailuku Agribusiness;

(7) The easements reserved in the Wailuku Agribusiness Declaration, in the other Ditch Easement Areas shall be non-exclusive; provided, however, that neither the Declarant nor the Lot Owners shall use the water from nor construct any improvement in any Ditch Easement Area without the prior written consent of Wailuku Agribusiness; and

(8) The Declarant has granted to Wailuku Agribusiness easements in the Ditch Easement Areas under the terms and conditions set out in the Wailuku Agribusiness Declaration, as amended by the Amendment to Declaration.

Each Lot, and the ownership and use of the Lot by its Owner, shall be subject to the Wailuku Agribusiness Declaration, and each Owner accepts and assumes all risks associated with, shall not hold Declarant or Wailuku Agribusiness liable for, and releases Declarant and Wailuku Agribusiness from, and intentionally waives, any and all claims for damages or losses resulting from nuisances, personal injuries, illnesses or other losses, damages or claims which are caused by, or related to, such operation and/or use of the Irrigation Ditches or any other irrigation ditches by Wailuku Agribusiness, and each Owner shall indemnify, defend and hold harmless Declarant and Wailuku Agribusiness from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, arising from the location of the Irrigation Ditches or any other irrigation ditches in proximity to such Owner's Lot.

The Irrigation Ditches, Water Facilities and other irrigation ditches in the proximity of Wailuku Country Estates, and the surface and underground Drainageways described below, are significant features of Wailuku Country Estates, serving the primary functions of facilitating the availability of non-potable water for the agricultural activity within Wailuku Country Estates and the Wailuku Lands, and facilitating the proper drainage of Wailuku Country Estates. However, the Irrigation Ditches, Water Facilities and the other irrigation ditches in proximity of Wailuku Country Estates, and certain portions of the Drainageways are uncovered and present certain risks of danger to persons, especially children, and property, such as drowning and flooding. Accordingly, each Owner shall take all necessary precautions to protect such Owner and his and/or her families, guests and property from the dangers presented by the Irrigation Ditches, the Water Facilities, the other irrigation ditches and the Drainageways. Each Owner accepts and assumes all risks associated with, shall not hold Declarant, the Association or Wailuku Agribusiness liable for, and hereby releases Declarant, the Association and Wailuku Agribusiness from, and intentionally waives, any and all claims for damages or losses resulting

from nuisances, personal injuries, illnesses or other losses, damages or claims which are caused by, or related to, the location of the Irrigation Ditches, the Water Facilities, the other irrigation ditches and the Drainageways within or in proximity of Wailuku Country Estates and in proximity to the Lots, and each Owner shall indemnify, defend and hold harmless Declarant, the Association and Wailuku Agribusiness from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, arising therefrom.

Prior to undertaking any Improvements on a Lot, the Owner of the Lot shall take into account any irrigation ditches, including the Irrigation Ditches, the Water Facilities and the Drainageways proximate to the Lot when designing and constructing Improvements on the Lot. The existence and location of any irrigation ditches, including the Irrigation Ditches, the Water Facilities and the Drainageways proximate to a Lot shall be considered by the Reviewer in evaluating an application for approval. In the event that any irrigation ditch, including an Irrigation Ditch, or any Water Facility, or any Drainageway, exists in proximity to the Lot, the Owner shall avoid disruption thereof. Under no circumstances may any Owner or Member, or their licensees, guests, invitees, agents, employees, contractors, representatives, or any other Person deposit construction waste, refuse, or any other material in any irrigation ditch, including an Irrigation Ditch, or any Water Facility, or any Drainageway, damage, disrupt or destroy an irrigation ditch, including an Irrigation Ditch, or any Water Facility, or any Drainageway, or remove any water or any other material from an irrigation ditch, including an Irrigation Ditch, or any Water Facility, or any Drainageway.

14.4. **RESERVED RIGHTS IN FAVOR OF WAILUKU AGRIBUSINESS.** Each Owner expressly acknowledges and agrees that, in addition to the rights reserved to Wailuku Agribusiness described above, each Owner is accepting title to a Lot, subject to the following rights in favor of Wailuku Agribusiness, as set forth in the Wailuku Agribusiness Declaration:

(a) **Access.** Access for Wailuku Agribusiness' activities in Wailuku Country Estates, is presently taken across the roads now or hereafter located on: (i) Easement U-24, containing an area of 26,572 square feet, more or less, and designated on Lot 82 and Lot 83 of Wailuku Country Estates, as shown on the Master Plan, (ii) Easement U-25, containing an area of 6,962 square feet, more or less, and designated on Lot 81 of Wailuku Country Estates, (iii) "Easement A-2" located within that portion of Lot 157 of Wailuku Country Estates, as shown on the map attached to the Amendment to Declaration as Exhibit 1, (iv) Easement W-6, for irrigation maintenance purposes, containing an area of 36,187 square feet, more or less, and designated on Lots 150 through 157, inclusive, of Wailuku Country Estates, as shown on the Master Plan; (v) Easement W-7, for irrigation maintenance purposes, containing an area of 47,472 square feet, more or less, and affecting Lots 91, 92, 93, 95, 98, 112 and 113, of Wailuku Country Estates, as shown on the Master Plan; and (vi) Easement W-8, for irrigation maintenance purposes, containing an area of 5,701 square feet, more or less, and affecting Lot 70 of Wailuku Country Estates, as shown on the Master Plan (collectively, the "Access Roads"). For the benefit of Wailuku Agribusiness, its successors and assigns, Wailuku Agribusiness shall have a non-exclusive easement to enter upon and use the Access Roads for the following purposes:

(1) The Access Roads on Easement U-24 and U-25 for access and roadway purposes (including without limitation, the operation of agricultural and

other heavy equipment), as reasonably necessary or convenient for Wailuku Agribusiness' present activities on Lot A-1 of the Wailuku Lands, including, but not limited to, Wailuku Agribusiness' use and maintenance of Reservoir 45 and Iao-Maniania Ditch and the waterways, pipelines, systems, and related water transmission facilities therein.

(2) Easement A-2 for access and roadway purposes (including without limitation, the operation of agricultural and other heavy equipment), as reasonably necessary or convenient for Wailuku Agribusiness' present activities on Lot A-1 and Lot 186 of Wailuku Country Estates, including, but not limited to, Wailuku Agribusiness' use and maintenance of Easement W-1, Easement W-2, Easement W-3 and Easement W-4 and the Water Facilities therein.

(3) Easement W-7 and Easement W-8 for access and roadway purposes (including without limitation the operation of agricultural and other heavy equipment), as reasonably necessary or convenient for Wailuku Agribusiness' use and maintenance of Easement W-1 and the Water Facilities therein.

Each Owner expressly acknowledges and agrees that the roadways developed by the Declarant within and/or crossing the Access Roads will be designed, constructed and maintained with appropriate consideration for the accommodation of the Access Roads and its agricultural and water equipment, as well as all of Wailuku Agribusiness' reserved rights. Further, the Access Roads designated as "U-24", "U-25", and "A-2" (extension of maintenance road for Waihee Ditch) will be improved to ensure the availability of the same for use by Wailuku Agribusiness for Wailuku Agribusiness' reserved rights. Each Owner expressly agrees that the Declarant hereby reserves the right, but not the obligation, to improve and/or realign the Access Roads designated as Easements W-6, W-7 and W-8; provided, however, Wailuku Agribusiness shall have the right to reasonably approve the plans and specification and any realignment for any improvements and/or realignment to Easements W-6, W-7 and W-8. Therefore, all of the Lots in Wailuku Country Estates are hereby subject to the reserved right in favor of the Declarant and Declarant hereby reserves the right (but not the obligation), on behalf of itself, its successors and assigns, including the Association, to modify, relocate, realign said Easements W-2, W-7 and W-8 within one or more Lots, and to designate and grant said modified easement, to the extent determined by the Declarant to be necessary or desirable, to the Association, State of Hawaii, County of Maui, any other appropriate governmental agency and/or any public utility or other person or entity, and the Declarant does hereby reserve the right (but not the obligation), unto itself, its successors and assigns, including the Association, to perform all acts, on the Owner's behalf as well as for the benefit of the Declarant and/or other Lot Owners and lien holders of Wailuku Country Estates, which the Declarant shall determine to be necessary or desirable to effect the same. Each Owner does consent to any and all such acts performed by the Declarant as provided hereinabove and agrees to assume such obligations as may reasonably be imposed by Easements W-2, W-7 and W-8 or any other instrument effecting any of the foregoing, and further agrees to execute and deliver such documents and instruments and do such other things as may be necessary or convenient to effect the same. Each Owner does hereby appoint the Declarant and its assigns, as the Owner's attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do all such things on the Owner's behalf to effect the same, which grant of such power, being coupled with an interest, is

irrevocable for the term of said Easements W-2, W-7 and W-8 and such other instruments, and shall not be affected by the disability of any party or parties. In addition, any lender or lien holder which obtains a mortgage, security interest or other liens encumbering the Property or any Lot or interest therein, by virtue of obtaining such mortgage, security interest or lien, agrees that such mortgage, security interest or lien shall be automatically subordinate to said Easements W-2, W-7 and W-8 and any and all easements, licenses and/or right-of-way, over, under or on the Property granted and/or received pursuant to Easements W-2, W-7 and W-8 and/or this paragraph, without the need for any further action by any person, and without the execution and delivery of any further document to evidence such subordination.

(b) **Waterline Easements W-3 and W-5.** There exists within Wailuku Country Estates certain waterlines (the "Waterline") which are currently used as part of Wailuku Agribusiness' Water Facilities. For the benefit of Wailuku Agribusiness, its successors and assigns, and the Wailuku Lands, Wailuku Agribusiness has reserved to itself, its successors and assigns, perpetual nonexclusive easements (collectively, "Waterline Easements") within the aforesaid Easement W-5 (affecting Lots 52 to 61, 100, 103, 104, 106, 108 and 110) and Easement W-3 (affecting Lots 52, 53, 113 to 120, 123 and 125) (collectively, the "Waterline Easement Areas") for the use, operation, maintenance, repair, improvement and/or replacement of the Waterlines. Wailuku Agribusiness has the further right to use water therefrom reasonably required or convenient for such purposes as referenced above. Such easements and other rights shall affect and encumber the Waterline Easement Areas and shall include, and be subject to, a condition that the Declarant and the Owners of Lots in Wailuku Country Estates, including the Property, shall not obstruct, divert or otherwise interfere with such Waterline Easements and the Declarant will not cause or allow any person or entity claiming by or through the Declarant, including the Lot Owners, to discharge water therefrom or therein or do acts which may affect the free and full use thereof by Wailuku Agribusiness, its successors and assigns and others entitled thereto.

(1) **Relocation of Waterline Easement W-3.** The Declarant has the right to, and may only on one occasion, replace or relocate Easement W-3 and/or the Water Facilities and appurtenances thereto, subject to Wailuku Agribusiness' reasonable written approval as to the relocation or replacement of such waterline.

(2) **Relocation of Waterline Easement W-5.** The Declarant has the right to, and may only on one occasion, relocate and replace Easement W-5 and/or the Water Facilities and appurtenances thereto, subject to Wailuku Agribusiness' reasonable written approval as to the relocation and/or replacement of such waterline. The relocated area may (but is not required to) be within Easements U-33, W-11, W-12 and W-13.

(3) **Relocation of Irrigation Ditch Easement W-4.** The Declarant has the right to, and may only on one occasion, replace or relocate Easement W-4, and/or the Water Facilities and appurtenances thereto, subject to Wailuku Agribusiness' reasonable written approval as to the relocation or replacement of such waterline.

(4) **Grant of Waterline Easements.** The Declarant has granted to Wailuku Agribusiness easements in the Waterline Easement Areas under the

terms and conditions set forth in the Wailuku Agribusiness Declaration, as amended by the Amendment to Declaration.

14.5. **DESIGNATION, GRANT OF EASEMENTS.** To the extent portions of the Wailuku Country Estates have not been effectively defined by metes and bounds and/or not subdivided, when such definition or subdivision is necessary to effectuate a right, and, as such, not sufficient for the effective reservation or conveyance and exercise of the rights reserved in the Wailuku Agribusiness Declaration, Declarant, for itself and on behalf of its successors and assigns, including each Owner and all other lot owners, has agreed that the easements and reserved rights shall constitute a blanket easement for the purposes set forth the Wailuku Agribusiness Declaration and the Declarant further agreed to cooperate with Wailuku Agribusiness and to diligently take such actions, at the written request of Wailuku Agribusiness as necessary or convenient for Wailuku Agribusiness to pursue and obtain all applicable approvals and authorizations to effectively designate and effectuate such easement areas affecting Wailuku Country Estates, including the subdivision thereof, if necessary, and to immediately thereupon execute one or more grants of easement, on the terms set forth in the Wailuku Agribusiness Declaration, and such additional terms as are reasonably agreed by Wailuku Agribusiness and the Declarant, conveying to Wailuku Agribusiness, its successors and assigns, such easement and other rights as provided in the Wailuku Agribusiness Declaration.

In connection with the foregoing rights in favor of Wailuku Agribusiness, one or more instruments, including grants or declarations of easements, have been or will be executed and recorded against Wailuku Country Estates, including without limitation, the Grant of Easement (Internal Roads) dated February 20, 2003, and recorded at the Bureau as Document No. 2003-032589, by the Declarant granting in favor of Wailuku Agribusiness, as the owner of Lot A-1, as shown on the Large Lot Subdivision Plan, a perpetual non-exclusive easement ("Internal Roadway Easements") to enter upon and to use Lots 187, 188, 189, 190, 193, 194, 195 and 198 ("Internal Roadway Lots"), for access and roadway purposes, as reasonably necessary or convenient for access to said Lot A-1 and to Easements W-1, W-2, W-3, W-4, W-5, W-6, W-7, W-8, U-24, U-25 and A-2 for the present activities thereon, subject to the terms and conditions set forth therein. Each Internal Roadway Lot is subject to said Internal Roadway Easements.

Each Owner hereby acknowledges and accepts all of the rights in favor of Wailuku Agribusiness and its successors and assigns, set forth in the Wailuku Agribusiness Declaration, and by accepting title to a Lot, each Owner hereby agrees that each Owner's ownership and use of the Property shall be subject to the Wailuku Agribusiness Declaration, and each Owner hereby accepts and assumes all risks associated with, shall not hold the Declarant or Wailuku Agribusiness and its successors and assigns, for, and hereby releases the Declarant and Wailuku Agribusiness and its successors and assigns, from, and intentionally waives, any and all claims for damages or losses resulting from nuisances, personal injuries, illnesses or other losses, damages or claims which are caused by, or related to, the Wailuku Agribusiness Declaration and the rights of Wailuku Agribusiness and its successors and assigns therein, and each Owner shall indemnify, defend and hold harmless the Declarant and Wailuku Agribusiness and its successors and assigns, from and against any and all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees, arising from the Wailuku Agribusiness Declaration, in connection with the Property and such Owner's Lot. Each Owner further acknowledges and agrees that the Wailuku Agribusiness Declaration contains terms and provisions which must be

performed by the Declarant in the future and consequently, the Declarant hereby reserves the right, and shall have the right, to execute and deliver any and all documents and instruments to effectuate the same, including, without limitation, the designation and granting of additional easements that may affect the Property, including the Lots. Each Owner does hereby consent to the Declarant's reservation and exercise of such rights and to the execution and delivery of such documents and instruments, including without limitation the designation and granting of such easements and to all the conditions relating thereto and consequences thereof, and agrees to execute at the request of the Declarant such documents and instruments and to do such other things as may be necessary or convenient to effect the same. Each Owner does hereby appoint the Declarant and its assigns, as Owner's attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do all such things on Owner's behalf to effect the same, which grant of such power, being coupled with an interest, is irrevocable for the term of such other instruments, and shall not be affected by the disability of any party or parties. In addition, any lender or lien holder which obtains a mortgage, security interest or other liens encumbering a Lot or any interest therein, by virtue of obtaining such mortgage, security interest or lien, agrees that such mortgage, security interest or lien shall be automatically subordinate to all such easements, licenses and/or right-of-way, over, under or on the Property, including the Lots, granted and/or received pursuant to this paragraph, without the need for any further action by any person, and without the execution and delivery of any further document to evidence such subordination.

14.6. GENERAL.

Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Irrigation Ditches. Rights to use the Irrigation Ditches will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Irrigation Ditches. The owners of the Irrigation Ditches shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Irrigation Ditches, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements with their respective members.

14.7. CONVEYANCE OF IRRIGATION DITCHES.

All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Association, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership, operation condition or safety of any Irrigation Ditch. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Irrigation Ditch. Ownership or operation of the Irrigation Ditch may change at any time by virtue of various events, including, but not limited to, (a) the sale to or assumption of operations of any Irrigation Ditch by a Person other than the current owner or operator; or (b) the conveyance of any Irrigation Ditch to one or more of Declarant's affiliates, shareholders, employees, or independent contractors. Consent of the Association, any Member,

or any Owner shall not be required to effectuate any change in ownership or operation of any Irrigation Ditch, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

### 14.8. RIGHTS OF ACCESS AND PARKING.

There is hereby established for the benefit of the Irrigation Ditches and their owners guests, invitees, employees, agents, contractors, permitted members of the public, and designees, a right and nonexclusive easement of access and use over all roadways located within Wailuku Country Estates reasonably necessary to travel between the entrance to Wailuku Country Estates and the Irrigation Ditches and over those portions of Wailuku Country Estates (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Irrigation Ditches. Without limiting the generality of the foregoing, no owners of the Irrigation Ditches, guests and invitees of the Irrigation Ditches, shall have the right to park their vehicles on any roadways located within Wailuku Country Estates.

### 14.9. COVENANT TO SHARE COSTS.

The Association may enter into a contractual arrangement or a covenant to share costs with the owner of any Irrigation Ditch obligating the owner of the Irrigation Ditch to contribute funds for, among other things, shared property or services and/or Common Area maintenance.

### 14.10. JURISDICTION AND COOPERATION.

It is Declarant's intention that the Association and the owners of the Irrigation Ditches shall cooperate to the maximum extent possible in the operation of Wailuku Country Estates and the Irrigation Ditches. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate Use Restrictions or Rules affecting activities on or use of the Irrigation Ditches without the prior written consent of the owner(s) of the Irrigation Ditches affected thereby.

### 14.11. LIMITATIONS ON AMENDMENTS.

In recognition of the fact that the provisions of this Article are for the benefit of the Irrigation Ditches, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Irrigation Ditch, may be made without the written approval of the owner of the affected Irrigation Ditch. However, the foregoing shall not apply to amendments made by Declarant.

## ARTICLE XV COMMUNITY PARK

### 15.1. CREATION OF COMMUNITY PARK.

In connection with the development of Wailuku Country Estates, Declarant intends to construct and maintain the Community Park that, upon dedication to the County of Maui, will be

open to the public. The Community Park shall exist in perpetuity and shall provide access to the public in accordance with the applicable ordinances of the County of Maui, as they may be amended or changed from time to time.

### 15.2. EASEMENT FOR THE COMMUNITY PARK.

Each Owner acknowledges that, upon the dedication of the Community Park to the County of Maui, members of the public shall have an easement for access to the Community Park over the Common Area as set forth in Section 11.8. The Association shall have no authority to restrict or change the public's right to access except in accordance with the ordinances of the County of Maui and this Declaration. A parking area will be provided for the public.

### 15.3. CONSTRUCTION AND MAINTENANCE OF THE COMMUNITY PARK.

At its expense, Declarant shall construct the Community Park and all required facilities and improvements. To the extent permitted by the applicable ordinances of the County of Maui, Declarant shall have the right to alter or modify the design of the Community Park as well the infrastructure for the Community Park. The Association shall have the maintenance responsibility for the Community Park as part of the Area of Common Responsibility until its dedication to the County of Maui, whereupon the County of Maui will be responsible for its maintenance. The Community Park shall be maintained in a manner consistent with the Community-Wide Standard. Upon the conveyance and/or dedication of the Community Park to the County of Maui, the Community Park shall be immediately and automatically released from this Declaration without the necessity of the consent or approval of any party; provided, however, that the provisions contained herein that pertain to the Declarant, Association and Owners relating to the Community Park shall not be affected by such conveyance and/or dedication of the Community Park.

### 15.4. RESTRICTIONS ON USE.

To the extent the ordinances of the County of Maui, as amended from time to time, permits, Declarant may impose reasonable restrictions on the use of the Community Park, including, but not limited to, rules and regulations affecting activities and hours of usage so long as such rules and regulations do not conflict with the public's right of access under the ordinances of the County of Maui.

### 15.5. LIMITATIONS ON LIABILITY.

The public shall have a passive use right to utilize the Community Park for recreational purposes and shall not be charged a fee for such use. Neither Declarant nor the Association shall impose a fee for access to, or use of, the Community Park. Except as otherwise provided by Hawaii law, neither Declarant nor the Association may:

(a) Extend any assurance that the premises are safe for any purpose;

(b) Confer upon any person the legal status of an invitee or licensee to whom a duty of care is owed;

(c) Assume responsibility for, or incur liability for, any injury to person or property caused by an act or omission or commission of such persons; or

(d) Assume responsibility for, or incur liability for, any injury to person or persons who enter the premises in response to an injured recreational user.

## ARTICLE XVI AGRICULTURAL USE

### 16.1. ACKNOWLEDGMENT OF AGRICULTURAL USE.

The Property is located within an "agricultural" district under the State of Hawaii land use laws and the zoning ordinances of the County of Maui, and is also designated "agricultural" on the Wailuku Community Plan. Accordingly, all uses conducted on all of the lots within the Property, are restricted to the uses expressly permitted by the Zoning Laws. In particular, the activities and uses which may be conducted on the Lots within the Property, are described in HRS Section 205-2(d), as further defined by MCC Chapter 19.30A. Among other uses, the Zoning Laws limit the types of dwellings that can be constructed and maintained on the Lots in Wailuku Country Estates to farm dwellings, employee housing and farm buildings. A "farm dwelling" is defined under the Zoning Laws as a single-family dwelling located on and used in connection with a farm or where agricultural activity provides income to the family occupying the dwelling. In addition, all of the Lots in Wailuku Country Estates, are subject to the Farm Dwelling Agreement dated December 5, 1988, made by Wailuku Agribusiness Co., Inc. and the County of Maui, through its Department of Public Works, and recorded at the Bureau in Liber 22650 at Page 96, as the same may be amended from time to time ("Farm Dwelling Agreement"). The Farm Dwelling Agreement restricts the dwellings that are permitted to be constructed on the Property to farm dwellings, which must be occupied by a "family" who derives income from the agricultural activity on the parcel. Generally, a "family" is defined by MCC Section 19.04.040 as "an individual living alone or a group of two or more persons related by blood or marriage and their legal issue as a single housekeeping unit in a dwelling unit and in which two boarders, unrelated by blood may be living on a long-term residential basis," or "no more than five unrelated persons living together as a single housekeeping unit." Accordingly, each Lot is subject to the restriction that the only dwellings that can be constructed and maintained on the Property are farm dwellings and other structures expressly permitted by the Zoning Laws and the Farm Dwelling Agreement.

Moreover, the Property is located on lands with soil classified by the Land Study Bureau's detailed land classification as having an overall (master) productivity rating of Class B, C and E. As a result, the Property and all of the Lots, are subject to the covenants, conditions and restrictions contained in: (i) the Subdivision Agreement (Agricultural Use) dated July 26, 2002, and recorded at the Bureau as Document No. 2002-133340, and (ii) the Subdivision Agreement (Agricultural Use) dated November 19, 2002, and recorded at the Bureau as Document No. 2002-217723 (together, the "Subdivision Agreement"), which among other things, provides that the Property and all of the Lots, are further restricted to the uses expressly

permitted by HRS Section 205-4.5. Accordingly, the only activities and uses which are allowed on the Lots are restricted to the activities and uses expressly permitted by HRS Section 205-4.5, and that all the uses conducted on the Lots, must be primarily in pursuit of an agricultural activity. No other activities or uses are allowed on the Lots, except for uses authorized by a special permit issued by the Planning Commission of the County of Maui pursuant to HRS Section 205-6. In addition, as required by the Subdivision Agreement, all present and future owners, lessees and occupants of the Lots and the Property hereby grant to the Department of Public Works and Waste Management of the County of Maui, an easement to enter upon the Property and their respective Lots at reasonable times and to inspect the Property and their Lots to ensure compliance with the provisions of the Subdivision Agreement.

Accordingly, each Lot is hereby designated for, and restricted to, Agricultural Use. Agricultural Use shall be conducted on each and every Lot in an effort to provide economic benefit to the Owners as required by, and in a manner consistent with, the Zoning Laws. Such Agricultural Use shall be of perpetual duration except as otherwise provided in this Article. In addition to the provisions of this Declaration, the Association and each Owner must comply with and all laws and regulations that are applicable to Agricultural Uses, including the Zoning Laws.

All deeds, agreements of sale, mortgages and other instruments of conveyances covering the Lots, whether or not expressly stated therein, shall be deemed to contain (i) a restriction that all uses conducted on the Lots are restricted to the uses expressly permitted by HRS Section 205-4.5 and (ii) the condition that the uses conducted on the Lots must be primarily in pursuit of an agricultural activity. The Subdivision Agreement, and the restrictions contained therein, shall continue for so long as the Property is classified within the agricultural land use district. Upon the termination of the Subdivision Agreement, the Agricultural Use restrictions contained herein may be terminated in accordance with Section 16.8 hereof.

16.2. **CONTROL OF AGRICULTURAL USE.**

It is Declarant's intention that the Association shall monitor and enforce, to the maximum extent possible, the Agricultural Use within the Property. Each Owner shall be required to undertake, or cause to be undertaken, Agricultural Use on such Owner's Lot. Each Owner shall conduct all Agricultural Use in compliance with the Zoning Laws and all other applicable local, state, and federal laws and regulations. Each Owner hereby appoints the Association as his/ her true, lawful and irrevocable attorney-in-fact, coupled with an interest, for the Association to:

(a) Exercise, do, or perform any act, right, power, duty, or obligation whatsoever in connection with the carrying out or fulfilling the Agricultural Uses of his/ her Lot; and

(b) Sign, execute, acknowledge, deliver, and record any and all instruments which the Association deems necessary under the circumstances to carry out and fulfill the Agricultural Uses on the Property.

16.3. **RESERVED.**

16.4. **RIGHT OF ACCESS.**

The Association, its agents, affiliates, employees, assigns, contractors, licensees, and lessees shall have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrance to the Property, to and from any portion of the Property for Agricultural Use purposes, and further, over those portions of the property (including Common Areas and Lots) reasonably necessary to the operation of the Agricultural Use of the Property. The Association, its employees, agents, and managers, as well as any Person granted a license pursuant to this Article shall not enter the Building Envelope, or any Improvements thereon, without the Lot Owner's permission, unless otherwise provided by this Declaration.

16.5. **RESERVED.**

16.6. **DECLARANT'S RIGHT TO DESIGNATE AGRICULTURAL USE.**

To the fullest extent permitted by the Agricultural Laws, Declarant, during the Class "B" Control Period, may unilaterally assign portions of the Property (other than Lots conveyed to an Owner) for Agricultural Use. To the fullest extent permitted by the Agricultural Laws, Declarant, during the Class "B" Control Period, may designate what Agricultural Uses may be conducted on such portions of the Property. In the event that any local, state, or federal law or regulation requires an increase in the amount of Property within Wailuku Country Estates that must be utilized for Agricultural Use, the Board of Directors, by a majority vote, may increase the amount of Common Area used for Agricultural Use.

16.7. **AGRICULTURAL USE RULES.**

The Board of Directors shall have the authority to adopt additional rules, restrictions, and regulations with regard to the Agricultural Use of the Property.

16.8. **TERMINATION OF AGRICULTURAL USE.**

In the event that Agricultural Use of the Property is no longer required through rezoning of the Property, change in state or local law, decision of a governmental entity, or through any other cause, the Agricultural Use of the Property, including the Lots, may be reduced or eliminated. In order to effectuate a reduction or elimination of the Agricultural Use of the Property, a vote of 66% of the Class "A" Members shall be required. In addition, Declarant must consent to any such reduction or elimination.

16.9. **AGRICULTURAL RESERVATION IN FAVOR OF WAILUKU AGRIBUSINESS.**

As set forth in the Wailuku Agribusiness Declaration, on behalf of itself and its successors and assigns, have reserved, as appurtenant to the lands which are located adjacent or in the vicinity of the Wailuku Country Estates and which are now owned or used or hereafter

acquired and used by Wailuku Agribusiness, its successors and assigns, (collectively, the "Adjacent Properties"), the unrestricted right to engage in any type of farming operation, including, but not limited to, open burning, percolating, evaporating, fertilizing, milling, generating power, water diversion, plowing, grading, storing, hauling, spraying pesticides, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Wailuku Country Estates. The Declarant, for itself, and for any person or entity, including the Owners of Lots, claiming through the Declarant and their respective successors and assigns, have acknowledged and agreed that Wailuku Agribusiness, its successors and assigns, shall not be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to such operation and/or use of the Adjacent Properties.

## ARTICLE XVII MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots in Wailuku Country Estates.

### 17.1. NOTICES OF ACTION.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of any:

(a) Condemnation loss or any casualty loss which affects a material portion of Wailuku Country Estates or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within 60 days;

(c) Lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Proposed action which would require the consent of a specified percentage of Eligible Holders.

### 17.2. OTHER PROVISIONS FOR FIRST LIEN HOLDERS.

To the extent not inconsistent with Hawaii law:

(a) Any restoration or repair of Wailuku Country Estates after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this

accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

(a) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking Declarant, so long as Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and Members representing at least 75% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for restoring improvements shall apply.

(b) If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

19.2. **PARTITION.**

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

19.3. **TRANSFER OR DEDICATION OF COMMON AREA.**

The Association may dedicate portions of the Common Area to the County of Maui, State of Hawaii, or to any other local, state, or federal governmental or quasi-governmental entity.

## ARTICLE XX WATER SYSTEMS

20.1. **WATER SYSTEMS.**

Two water systems will provide water to Wailuku Country Estates. One system will provide potable water to Wailuku Country Estates and the individual Lots within Wailuku Country Estates, and the other system will provide non-potable irrigation water for use by the Association and the Owners. Owners are required to utilize the central potable water system that is provided by Declarant. Declarant shall construct the non-potable irrigation water system ("Irrigation System") for use within Wailuku Country Estates. The Irrigation System will be designed to provide non-potable water for the Agricultural Use of the Property. All components of the Irrigation System, including all wells, lines, pumps, reservoirs, water towers or tanks, and other facilities and appurtenances serving Wailuku Country Estates have been or will be paid for, constructed, and installed by Declarant or its affiliates.

## 20.2. OWNERSHIP AND OPERATION OF THE IRRIGATION SYSTEM.

The Irrigation System shall be owned and operated by Wailuku Country Estates Irrigation Company, a Hawaii corporation (the "Irrigation Company"). The Irrigation Company shall be owned and operated by the Association that may be given an ownership interest or membership in the Irrigation Company pursuant to its articles of incorporation and by-laws. The Irrigation Company shall have the right, subject to its by-laws, applicable regulations, and Hawaii law, to convey or transfer ownership of part or all of the Irrigation System to a Person, governmental entity, or quasi-governmental entity. Notwithstanding the foregoing, non-potable irrigation water service shall be provided by the Irrigation Company only to members of the Irrigation Company or to property owners who are entitled to elect directors of one or more entities that are members of the Irrigation Company, such as the Association.

## 20.3. ACCESS TO IRRIGATION WATER SYSTEM.

The Irrigation Company shall have the obligation to provide sufficient water to conduct Agricultural Uses, irrigate Common Area, and supply water for other uses deemed necessary and appropriate by the Association. The Irrigation Company shall also be obligated to provide sufficient water for the irrigation and operation of the Lots.

Each Owner's right to purchase non-potable water from the Waihee Ditch, the Reservoir #37 Ditch and the Iao-Maniania Ditch shall be subject to that certain unrecorded Water Delivery Agreement effective as of August 30, 2002, between Wailuku Agribusiness and the Irrigation Company (the "Water Delivery Agreement"), providing, among other things, that (i) all water withdrawn by the Irrigation Company and supplied to a Lot shall be used exclusively for irrigation and agricultural activities on the Property; (ii) such withdrawal and use of water by the Irrigation Company shall be subject to availability and rationing by Wailuku Agribusiness, and shall not impair or otherwise hinder the exercise and enjoyment of the rights reserved to the Wailuku Agribusiness; (iii) the Irrigation Company shall be responsible for obtaining, at the Irrigation Company's expense, all permits, approvals, licenses and certificates as may be required for such withdrawal and use of water by the Irrigation Company; (iv) the withdrawal and use of water by the Irrigation Company shall be metered at the Irrigation Company's expense; (v) the Irrigation Company shall pay Wailuku Agribusiness for such water at the County of Maui's prevailing rate, which rate may change from time to time and is currently .83¢ per thousand gallons, (vi) the Irrigation Company may acquire from Wailuku Agribusiness, subject to force majeure terms and terms contained in the Water Delivery Agreement, up to 1,000,000 gallons per day; and (vii) Wailuku Agribusiness makes no warranties regarding the quality of the irrigation water delivered. Each Owner's right to purchase non-potable water from the Irrigation Company shall be as set forth in an Agreement Regarding Irrigation Water (Individual Lots) to be executed between the Irrigation Company and each Owner.

20.4. **EASEMENT FOR MAINTENANCE AND REPAIR OF THE IRRIGATION SYSTEM.**

The Irrigation Company shall be obligated to maintain and repair the Irrigation System. To complete the required maintenance and repair of the Irrigation System, the Irrigation Company is hereby granted an easement over, under, and across Wailuku Country Estates to the extent necessary to conduct such maintenance and repair. Such easement shall include a right of ingress and egress over, under, and along Common Area, roads, the Association Easement, and Lots as reasonably necessary but shall not include the right to enter any Dwelling on any Lot without the consent of the Owner of such Lot.

## ARTICLE XXI DISCLOSURES

21.1. **PHASED DEVELOPMENT.**

Declarant may develop and market Wailuku Country Estates in several phases. Declarant, however, does not represent, promise, or warrant that any particular phase or additional Lots will be developed.

21.2. **ONGOING CONSTRUCTION AND SALES ACTIVITIES.**

Construction activity by Declarant or other Lot Owners may continue within Wailuku Country Estates, as well as on properties, including the Community Park, adjacent to and in the vicinity of Wailuku Country Estates. Such construction activity may result in the transmission, discharge, or emission of surface water runoff, smoke, noise, dust, odors, noxious vapors, chemicals, vibrations, and other annoyances, as well as pose certain risks of injury to an Owner and his/her guests and visitors, and may limit the Owner's access to portions of Wailuku Country Estates. In addition, Declarant's sales activities, including the use of signs and extensive sales displays and activities, will continue in Wailuku Country Estates until the sale of the last lot in Wailuku Country Estates. Declarant shall have an easement over and upon each Owner's Lot and over Wailuku Country Estates to construct improvements for Wailuku Country Estates and for the transmission, discharge, or emission of surface water runoff, smoke, noise, dust, noxious vapors, odors, chemicals, vibrations, or other substances or nuisances over Wailuku Country Estates which are created by or result from such construction activities. Declarant may do such things as may be reasonably required in connection with the construction of such improvements, including, but not limited to, grading; excavation; depositing fill material; installing drainage systems; and installing sewer, water, electrical, gas, telephone, and/or television cable lines.

21.3. **EXPANSION AND/OR MODIFICATION.**

Declarant may develop additional properties in addition to the Property. Declarant does not represent, promise, or warrant that any other property will be developed. Declarant has the right, pursuant to this Declaration, to add, modify, or eliminate Lots and Common Areas (and, if any, facilities thereon) to, on, or from the Property generally, and no representation, warranty, or assurance has been made (a) that any such Lots or Common Areas or facilities will or will not be

## EXHIBIT "C"

### Initial Restrictions and Rules

The following restrictions shall apply to all of Wailuku Country Estates until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration.

1. **GENERAL.** Wailuku Country Estates shall be used only for agricultural and related residential and recreational purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by Declarant to assist in the sale of property described in Exhibits "A" or "B," offices for any property manager retained by the Association, or business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. **RESTRICTED ACTIVITIES.** The following activities are prohibited within Wailuku Country Estates unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking any vehicles on public or private streets or thoroughfares or parking commercial vehicles or equipment, mobile homes, recreational vehicles, golf cars, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages; provided, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) A reasonable number of dogs, cats, or livestock may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the Dwelling. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots;

(d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuing hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a Dwelling on a Lot;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Dumping grass clippings, leaves, or other debris; petroleum products; fertilizers; or other potentially hazardous or toxic substances in any Irrigation Ditch or Drainageway, stream, pond, or lake, or elsewhere within Wailuku Country Estates, except that fertilizers may be applied on Lots provided care is taken to minimize runoff, and Declarant may dump and bury rocks and trees removed from a building site on such building site;

(j) Accumulating rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;

(k) Obstructing or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(l) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Lots which it owns;

(m) Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years;

(n) Discharging firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(o) On-site storage of gasoline, heating oil, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers, tractors and similar tools or equipment related to the Agricultural Use on each Lot, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV;

(p) Any business or trade not related to the Agricultural Use of the Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all land use zoning requirements for Wailuku Country Estates; (iii) the business activity does not involve door-to-door solicitation of Wailuku Country Estates residents; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of

vehicles being parked in Wailuku Country Estates which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the agricultural and related residential character of Wailuku Country Estates and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Wailuku Country Estates, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant with respect to its development and sale of Wailuku Country Estates or its use of any Lots which it owns within Wailuku Country Estates;

(q) Capturing, trapping, or killing wildlife within Wailuku Country Estates, except for activities expressly authorized by the Association and in circumstances posing an imminent threat to the safety of persons using Wailuku Country Estates;

(r) Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within Wailuku Country Estates or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(s) Converting any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article IV;

(t) Operating motorized vehicles on pathways or trails maintained by the Association; and

(u) Constructing, erecting, placing, or modifying any thing, permanently or temporarily, on the outside, or inside if visible from the outside, portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, clotheslines, garbage cans, woodpiles, and above-ground swimming pools.

(v) Installation of satellite dishes and antennas, except that:

(i) An antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) An antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) An antenna that is designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Wailuku Country Estates, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. **PROHIBITED CONDITIONS.** The following shall be prohibited at Wailuku Country Estates:

(a) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;

(b) Sprinkler or irrigation systems or wells of any type which draw upon water from Irrigation Ditches, Drainageways, lakes, creeks, streams, rivers, ponds, canals, or other ground or surface waters within Wailuku Country Estates, except that Declarant, Irrigation Company and the Association shall have the right to draw water from such sources;

(c) Curb cuts, or other means of vehicle access to Lots, other than those constructed by the original Declarant or constructed with the written consent of the Declarant.

4. **LEASING OF LOTS.** "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Restrictions and Rules.

THE ORIGINAL OF THE DOCUMENT RECORDED AS FOLLOWS
STATE OF HAWAII

BUREAU OF CONVEYANCES
DATE AUG. 24 2005 TIME 7:00
DOCUMENT NO. 2005-168419

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( X ) PICK-UP ( )
CGM, LLC
270 Waiehu Beach Road, Suite 115
Wailuku, HI 96793
(Attn: Segolene Wilson)

Tax Map Key No. (2) 3-3-017:052, 54 to 61

Total Pages: 13

# GRANT OF DRAINAGE EASEMENT

**THIS INDENTURE** made this 1st day of August, 2005, by and between **CGM, LLC**, a Hawaii limited liability company, whose principal place of business and post office address is 270 Waiehu Beach Road, Suite 115 Wailuku, Hawaii 96793 (hereinafter called the "Grantor"), and the **WAILUKU COUNTRY ESTATES COMMUNITY ASSOCIATION**, a Hawaii non-profit corporation, the post office address of which is 270 Ho'okahi Street, Suite 201, Wailuku, Hawaii 96793 (hereinafter called the "Grantee");

## WITNESSETH:

That the Grantor in the exercise of the rights reserved by Grantor in Section 11.11(a) of that certain Declaration of Covenants, Conditions and Restrictions for Wailuku Country Estates dated February 27, 2003 and recorded at the Bureau of Conveyances of the State of Hawaii as Document No. 2003-036607, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors and permitted assigns forever, a nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove drainage basins and swales and other related drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system(collectively, the "Drainage System"), through, under and across the easements described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Easement Area;"



EXHIBIT NO.
2189 WCEIC - 235

TOGETHER WITH the right of ingress to and egress from said Easement Area over the parcels of land, identified as Lots 52,54 through 61, inclusive, as shown on Lot B of Puuohala Subdivision (Maui Electric Company) (collectively "Affected Lots", and individually "Affected Lot") described in said Exhibit "A" affected by the Easement Area, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said Easement Area, such Drainage System, as the Grantee shall deem necessary or expedient for the proper maintenance, operation or repair of said Drainage System.

The parties hereto do further mutually covenant and agree as follows:

That the owners of said Affected Lots shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the Easement Area or at any time erect or place any building or structure of any kind, or stockpile any material above or on the surface of the Easement Area, unless first approved by the Grantee and unless the same is not to interfere with the use of the Easement Area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said Drainage System and Easement Area; provided, however, that this provision shall not prohibit the owners of the Affected Lots from planting or maintaining, and grass, shrubs, trees, similar plants or landscaping, within said Easement Area, or from laying, maintaining, operating, repairing or removing their own irrigation pipelines, conduits or drains below the surface of said Easement Area insofar as such uses do not interfere with use of the Easement Areas as a Drainage System.

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assign, without the written consent of the Grantor;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns; and that the term "Grantee" wherever used herein shall be held to mean the Wailuku Country Estates Community Association and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto, the owners of the Affected Lots and their respective successors and assigns; and

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed on the day and year first above written.

CGM, LLC, a Hawaii limited liability company

By _____
Brian A. Anderson
Manager

"Grantor"

WAILUKU COUNTRY ESTATES COMMUNITY ASSOCIATION, a Hawaii non-profit corporation

By _____
Printed Name: _____
Its _____

"Grantee"

365303.1

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed on the day and year first above written.

CGM, LLC, a Hawaii limited liability company

By _____
Brian A. Anderson
Manager

"Grantor"

WAILUKU COUNTRY ESTATES COMMUNITY ASSOCIATION, a Hawaii non-profit corporation

By Farrokh A. Irani
Printed Name: FARROKH A. IRANI
Its PRESIDENT

By [signature]
Printed Name: JOHN G. BLACKMAN II
Its BOARD MEMBER

"Grantee"



363502

295 / DOCUMENT

# MODIFICATION OF SUBDIVISION REQUIREMENTS AGREEMENT NO. 2
## (Restriction on Use of Potable Water)

This AGREEMENT entered into by and between **CGM, LLC**, a Hawaii limited liability company ("CGM") whose business address is 270 Waiehu Beach Road, Suite 115, Wailuku, Hawaii 96793, and the **COUNTY OF MAUI**, (the "County"), a political subdivision of the State of Hawaii, through its Department of Water Supply, (the "Department") whose address is 200 South High Street, Wailuku, Hawaii 96793.

## WITNESSETH:

WHEREAS, CGM is the applicant of that certain subdivision being identified as LUCA File No. 3.1723, in the files of the County, said subdivision containing 184 agricultural lots, a plot plan depicting said subdivision being attached hereto as Exhibit "A" (the "Subdivision").

WHEREAS, pursuant to the Rules and Regulations of the Department (the "Department's Rules"), specifically Rule No. 2 entitled Requirements for Subdivision Water Systems, the Department requires subdividers to construct various improvements and additions to the County's public water supply system, and specifically, requires the subdivider to dedicate and convey to the County fee simple, free and clear title to real property on which water storage tanks serving the subject subdivision are situated, together with perpetual pipeline easements connecting said storage tanks to the subdivision, said dedication and conveyance to be accomplished before final subdivision approval.

WHEREAS, by document entitled "Modification of Subdivision Requirements Agreement(Conveyance of Water Storage Tank Lots)" and executed by the parties on December 23, 2002, February 12, 2003, February 13, 2003, and February 20, 2003, CGM and Wailuku Agribusiness Co., Inc. agreed to subdivide and thereafter, dedicate to the County two(2) off-site, water storage tank lots, in consideration of the Department's recommendation for final approval of this Subdivision, a true and correct copy of said document being attached hereto as Exhibit "B".

WHEREAS, pursuant to the aforementioned Rule No. 2, the Department requires subdividers to install and pay for storage tanks, appurtenances, and pipelines from the tank site to the subdivision proper in accordance with the Department's standards or as approved by the Director of the Department.

WHEREAS, in accordance with the Department's standards, the storage capacity requirements for domestic and fire flow protection purposes for this Subdivision based 422 acres would be 3.5 million gallons total storage.

WHEREAS, CGM represented to the Department that all 184 lots in the Subdivision would be served by and have available non-potable water for irrigation, landscaping and agricultural purposes, said non-potable water being provided by a private, non-governmental source.

B - 22 B

EXHIBIT NO.
**2189 WCEIC - 236**

WHEREAS, based on CGM's representation that private, non-potable water will be available for use for irrigation, landscaping and agricultural purposes by lot owners of this Subdivision, and further that said lot owners will be required to use said non-potable source for such purposes, the Department agreed to modify its requirements for storage capacity for the storage tanks to a combined total of 300,000 gallons.

WHEREAS, prior to the Department's recommendation for final approval of this Subdivision, CGM formally confirmed its representations regarding the use of non-potable water by document entitled "Unilateral Water Use Agreement", dated November 28, 2002, a true and correct copy of which is attached hereto as Exhibit "C" (the "Unilateral Agreement"); however, said Unilateral Agreement was never recorded as an encumbrance against the real property of the Subdivision, as well as an encumbrance, requirement and obligation against the interests of any lot owner of the Subdivision.

WHEREAS, but for the representations of CGM regarding mandatory use of non-potable water for irrigation, landscaping and agricultural purposes by the lot owners of the Subdivision, the Department would not have agreed to modify its requirements for storage capacity for the Subdivision's storage tanks, and further, would not have issued water meters to any of the 184 lots in the Subdivision.

WHEREAS, pursuant to Section 3-2(b) of the Department's Rules which states "Whenever, in the director's opinion, special conservation measures are advisable in order to forestall water shortage and a consequent emergency, the department may restrict the use of water by any reasonable method of control.", the Department is authorized to enter into this agreement.

WHEREAS, pursuant to Section 2-12 of the Department's Rules, the Department may modify its subdivision requirements provided such modification is reasonably necessary or expedient, and not contrary to law or the intent and purpose of the Department's Rules.

NOW, THEREFORE, it is agreed by and between the parties that:

1. Upon request and proper application, the Department will continue to issue water meters for the 184 lots of the Subdivision.

2. From the Department's public, potable water system that serves the Subdivision, a maximum daily average of 100,000 gallons will be allocated to the entire Subdivision, irrespective of the number or size of water meters issued. The daily average will be determined on a 12-month, rolling average computation, beginning as of December 22, 2004, which is the date the first water meter was issued for the Subdivision (the "daily average").

3. In the event the daily average exceeds the amount of 100,000 gallons by increments of 540 gallons per day (the "overage"), the Department will issue written notice to CGM or its duly authorized representative of the overage, which notice will provide CGM a ninety (90) calendar day grace period from the date of the notice within which to reduce the overage amount. Thereafter, for purposes of this agreement only, the Department will review.

compute, and establish a daily average amount for the entire Subdivision as of the ninety-first (91st) day after the date of the written notice to CGM. In the event an overage continues to exist, a written notice of violation of this agreement and demand for payment of $5,000 for each overage increment of 540 gallons per day will be issued to CGM . CGM herein agrees and covenants to pay said amount(s) to the Department within ten (10) calendar days after the date of the notice of violation and demand for payment.

It is understood and agreed that said violations and payments shall be separate and independent, and not cumulative. For illustration purposes only, the following is an example of the Department's proposed implementation of this agreement:

| Date | Daily Average | Payment Due | Total Payments to Date |
|---|---|---|---|
| 1/1/06 | 100,600 gpd | ---- | ---- |
| 4/1/06 | 100,300 gpd | ---- | ---- |
| 6/1/06 | 100,800 gpd | ---- | ---- |
| 9/1/06 | 100,600 gpd | $5,000 | $5,000 |
| 10/1/06 | 101,500 gpd | ---- | ---- |
| 1/1/07 | 101,300 gpd | $5,000 | $10,000 |
| 2/1/07 | 102,600 gpd | ---- | ---- |
| 5/1/07 | 102,800 gpd | $15,000 | $25,000 |
| 7/1/07 | 102,700 gpd | ---- | ---- |
| 10/1/07 | 102,750 gpd | ---- | ---- |
| 11/1/07 | 104,000 gpd | ---- | ---- |
| 2/1/08 | 103,800 gpd | $10,000 | $35,000 |
| ---- | ---- | ---- | ---- |

4. Prior to or with the execution of this agreement, CGM shall deposit with the Department a security in a form acceptable to the Department, in an amount of at least $150,000, to insure CGM's performance and payment obligations under this agreement. IT IS CLEARLY UNDERSTOOD AND AGREED, that in the event CGM's payment obligations under this agreement exceed the total amount of the security, CGM shall remain responsible and liable for such obligations.

5. CGM herein agrees to defend, indemnify and hold harmless the County, and any of its officers, agents and employees from and against any and all claims, losses, liabilities and expenses (including attorney's fees) which may arise, be incurred or result from the execution and/or performance of this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns for a period of FIVE (5) YEARS, beginning as of December 22, 2004, and terminating as of December 22, 2009.

7. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of December, 2006.

CGM, LLC
Hawaii Limited Liability Company

By: Stephanie Nilsen
Its: Vice President

"CGM"

COUNTY OF MAUI

Department of Water Supply

By
GEORGE Y. TENGAN
Its: Director

"County"

APPROVED AS TO FORM
AND LEGALITY:

Edward S. Kushi, Jr.
Deputy Corporation Counsel
County of Maui
S:\ALL\ESK\Waterwailuku country estates modification agreement no 2.wpd

STATE OF HAWAII )
)SS.
COUNTY OF Maui )

On this 26 day of December, 2006, before me appeared Segolene Wilson to me personally known, who, being by me duly sworn, did say that he is the Vice President of CGM, LLC, a Hawaii limited liability company, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

JESSICA R. CAMBRA NOTARY PUBLIC STATE OF HAWAII

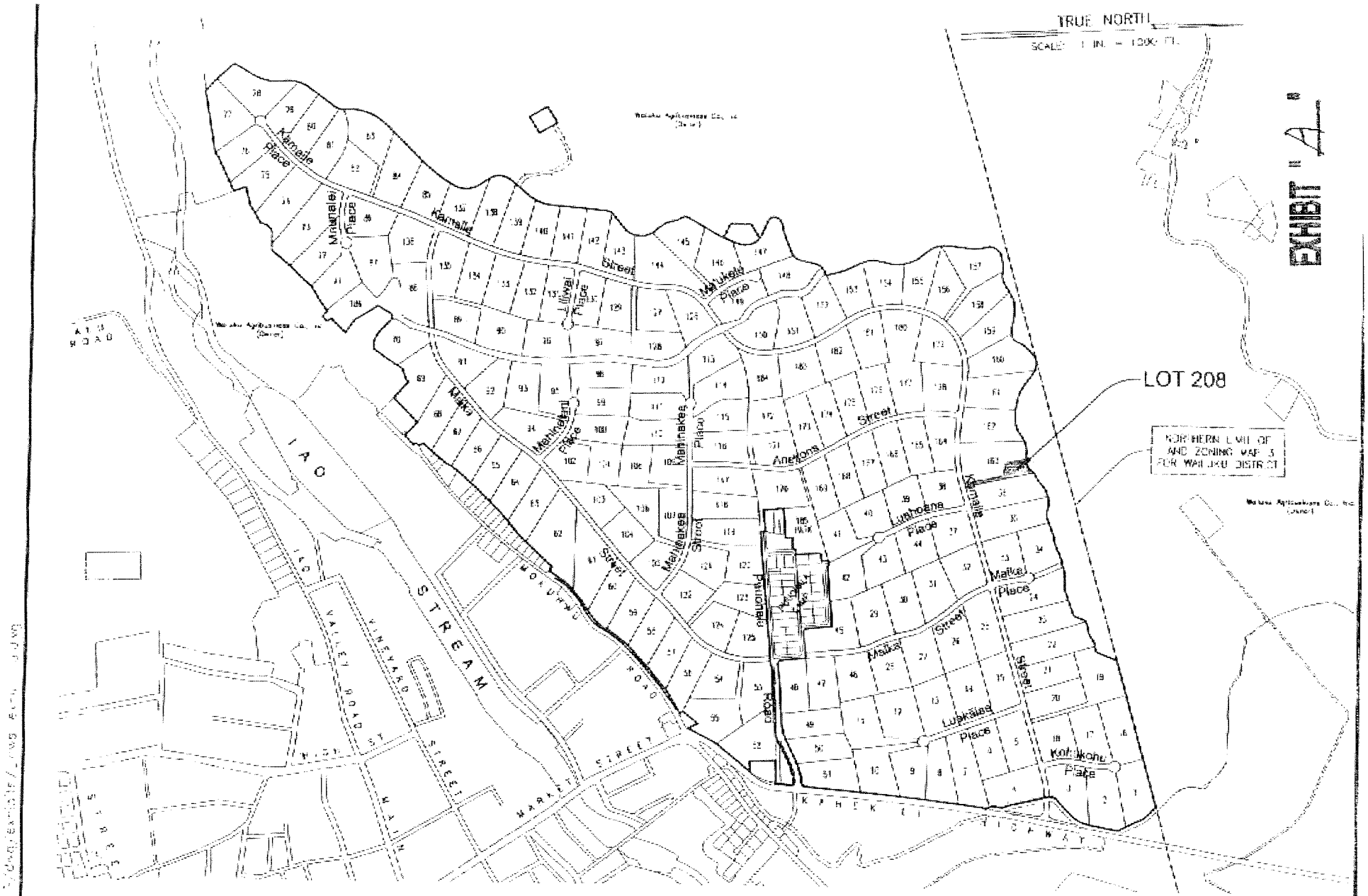
Notary Public, State of Hawaii
Print Name: Jessica R. Cambra
My commission expires: February 6, 2008

STATE OF HAWAII )
)
COUNTY OF MAUI )

On this 26 day of December, 2006 before me appeared GEORGE Y. TENGAN, to me personally known, who being duly sworn did say that he is the Director of Water Supply 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 in behalf of said County of Maui pursuant to its rules and regulations of the Department of Water Supply, and the said GEORGE Y. TENGAN acknowledged the said instrument to be the free act and deed of said County of Maui.

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

Notary Public, State of Hawaii
Print Name: Jerry Ann Wells
My commission expires: 4/19/2010




# LOT 208 (LOW LEVEL TANK SITE)

## WAILUKU COUNTRY ESTATES

# MODIFICATION OF SUBDIVISION REQUIREMENTS AGREEMENT
# (CONVEYANCE OF WATER STORAGE TANK LOTS)

This AGREEMENT entered into by and among **WAILUKU AGRIBUSINESS CO., INC.**, a Hawaii corporation ("**Wailuku**") whose address is 255 E. Waiko Road, Wailuku, Hawaii, 96793, **CGM, LLC.** a Hawaii limited liability company ("**CGM**") whose address is P.O. Box 1237, Kamuela, Hawaii, 96743, and the **COUNTY OF MAUI**, a political subdivision of the State of Hawaii, through its Department of Water Supply, whose address is 200 South High Street, Wailuku, Hawaii 96793 (the "**County**").

## WITNESSETH:

WHEREAS, CGM is the applicant of that certain subdivision being identified as LUCA File No. 3.1723, in the files of the County, a plot plan depicting said subdivision being attached hereto as Exhibit "A".

WHEREAS, pursuant to the Rules and Regulations of the Department of Water Supply of the County of Maui, specifically Rule No. 2 entitled Requirements for Subdivision Water Systems, the County requires subdividers to construct various improvements and additions to the County's public water supply system, and further, requires the subdivider to dedicate and convey to the County fee simple, free and clear title to real property on which water storage tanks serving the subject subdivision are situated, together with perpetual pipeline easements connecting said storage tanks to the subdivision, said dedication and conveyance to be accomplished before final subdivision approval.

WHEREAS, Wailuku and CGM entered into that certain Declaration of Covenants at Closing Between Wailuku Agribusiness Co., Inc. and CGM, LLC (the "**Declaration**") recorded in the Bureau of Conveyances of the State of Hawaii on August 21, 2002 as Document No. 2002-146580.

WHEREAS, Paragraph D(e) of the Declaration states:

> Wailuku shall grant to CGM three (3) water storage tank easements (perpetual and non-exclusive) together with a waterline and access easement, the locations of which are approximately shown on Exhibit "B" attached hereto. Each tank easement area (not including the access easement) shall not exceed 20,000 square feet in area and shall be limited to the minimum area (not exceeding 20,000 square feet) acceptable to the Board of Water Supply for the dedication of subdivision water systems. Each water tank easement area shall be provided with perpetual non-exclusive access easements and utility lines between the Property and the tank sites at the approximate locations shown on Exhibit "B". If required by the Board of Water Supply of the County of

EXHIBIT "B"

Maui, Wailuku agrees to authorize CGM at CGM's sole cost, the right to subdivide the tank easement areas and to create lots in such configuration and for such area as required by the Board of Water Supply and reasonably agreed to by Wailuku in writing, each with perpetual non-exclusive access and utility easements, as may be required by the Board of Water Supply. Wailuku further agrees to dedicate such subdivided lots together with such access and utility easements to the Board of Water Supply. The form of such easements shall be reasonably requested in writing by the Board of Water Supply and reasonably accepted by Wailuku. (emphasis supplied)

WHEREAS, as reflected in that certain amendment to the Declaration to be executed by Wailuku and CGM substantially concurrently herewith, there will be two (2), off-site, water tank storage sites to service CGM's subdivision, said sites being more specifically designated and described as Lots A-1-A and A-1-B, both of which are shown on the maps and descriptions attached hereto as Exhibit "B" and Exhibit "C", respectively.

WHEREAS, there is a third off-site storage tank that will service CGM's subdivision, however a perpetual pipeline easement connecting said tank to the subdivision is required, said easement being more specifically designated and described as Easement 2 and shown on the map and description attached hereto as Exhibit "D".

WHEREAS, said off-site water storage tank lots and the pipeline easement area are on property owned and controlled by Wailuku, and are not within or part of CGM's subject subdivision.

WHEREAS, the County has required that said off-site water storage tank Lots A-1-A and A-1-B be subdivided and dedicated to the County, and that said Easement 2 be formally conveyed to the County.

WHEREAS, pursuant to Section 2-12 of the aforementioned Rule No. 2 of the Department of Water Supply, said section being entitled Modification of Requirements, the Department of Water Supply may modify its subdivision requirements provided such modification is reasonably necessary or expedient, and not contrary to law or the intent and purpose of the Department's rules and regulations.

NOW, THEREFORE, it is agreed by and among the parties that:

1. CGM shall, at its sole cost, make its best efforts to obtain final subdivision approval from the County to subdivide Lots A-1-A and A-1-B.

2. The County agrees to reasonably cooperate in CGM's efforts to obtain such subdivision approval.

3. Upon and subject to CGM obtaining final subdivision approval, Wailuku shall convey and dedicate Lots A-1-A and A-1-B and Easement 2 to the County, subject to the County's acceptance of such lots and easement in accordance with the applicable County code provisions. Conveyance of Lots A-1-A and A-1-B shall be by Limited Warranty Deed

provided title to said lots is insurable pursuant to paragraph 4 below.

4. CGM shall, at its sole cost and expense, make its best efforts to obtain title insurance or other evidence satisfactory to the County reflecting clear title to Lots A-1-A and A-1-B, and Easement 2; PROVIDED, however, that Wailuku shall be under no obligation to pay for or obtain such title insurance if CGM is unable to obtain adequate title insurance. CGM and Wailuku UNDERSTAND, AGREE AND HEREIN ACKNOWLEDGE, that without adequate title insurance, the County does not and cannot insure nor assure that said Lots A-1-A and A-1-B, and Easement 2 will be accepted by the County.

5. The County acknowledges and agrees that the above agreement by Wailuku to convey Lots A-1-A and A-1-B, and Easement 2 to the County is sufficient for the County's Department of Water Supply to recommend final subdivision approval for Wailuku Country Estates, LUCA File No. 3.1723, and to such extent the County, through its Department of Water Supply, herein modifies its requirements as set forth in the aforementioned Rule No. 2, specifically concerning the dedication/conveyance of the subject water storage tank sites, and pipeline easement. NOTWITHSTANDING said final subdivision recommendation, the County will not grant, and CGM shall not request water service for any lot within CGM's subdivision until the said water storage tank sites, and easment have been conveyed to and accepted by the County.

6. CGM herein agrees to defend, indemnify and hold harmless the County, and any of its officers, agents and employees from and against any and all claims, losses, liabilities and expenses (including attorney's fees) which may arise, be incurred or result from the execution and/or performance of this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20____.

WAILUKU AGRIBUSINESS CO., INC.,
a Hawaii corporation

By: Avery B. Chumbley
Its: President

By: J. Alan Kugle
Its: Chairman of the Board

"Wailuku"

CGM, LLC, a Hawaii limited liability company

By: Brian A. Anderson
Its: Manager

"CGM"

COUNTY OF MAUI

Department of Water Supply

By _____
David R. Craddick
Its: Director

"County"

APPROVED AS TO FORM
AND LEGALITY:

_____
Edward S. Kushi, Jr.
Deputy Corporation Counsel
County of Maui

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 20__.

WAILUKU AGRIBUSINESS CO., INC.,
a Hawaii corporation

By: Avery B. Chumbley
Its: President

By: J. Alan Kugle
Its: Chairman of the Board

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CGM, LLC, a Hawaii limited liability company

By: Brian A. Anderson
Its: Manager

"CGM"

COUNTY OF MAUI

Department of Water Supply

By _____
David R. Craddick
Its: Director

"County"

APPROVED AS TO FORM
AND LEGALITY:

_____
Edward S. Kushi, Jr.
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII )
)SS.
COUNTY OF MAUI )

On this 12th day of February, 2003, before me appeared Avery B. Chumbley to me personally known, who, being by me duly sworn, did say that he is the President of WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii. L.S.
Print Name: Teriann L. Arreola

My commission expires: August 15, 2006

STATE OF HAWAII )
)SS.
COUNTY OF MAUI )

On this 13th day of February, 2003, before me appeared J. Alan Kugle, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board of WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii.
Print Name: Holly A. Bergemann

My commission expires: 12/06/06

HOLLY A. BERGEMANN NOTARY PUBLIC STATE OF HAWAII

STATE OF HAWAII )
)SS.
COUNTY OF MAUI )

On this 20th day of February, 2003, before me appeared Brian A. Anderson to me personally known, who, being by me duly sworn, did say that he is the Manager of CGM, LLC, a Hawaii limited liability company, and executed the foregoing instrument as his free act and deed, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

NOTARY PUBLIC

Notary Public, State of Hawaii.
Print Name: NANETTE T. KWON
My commission expires: EXPIRATION DATE: AUGUST 1, 2003

STATE OF HAWAII )
: SS.
COUNTY OF MAUI )

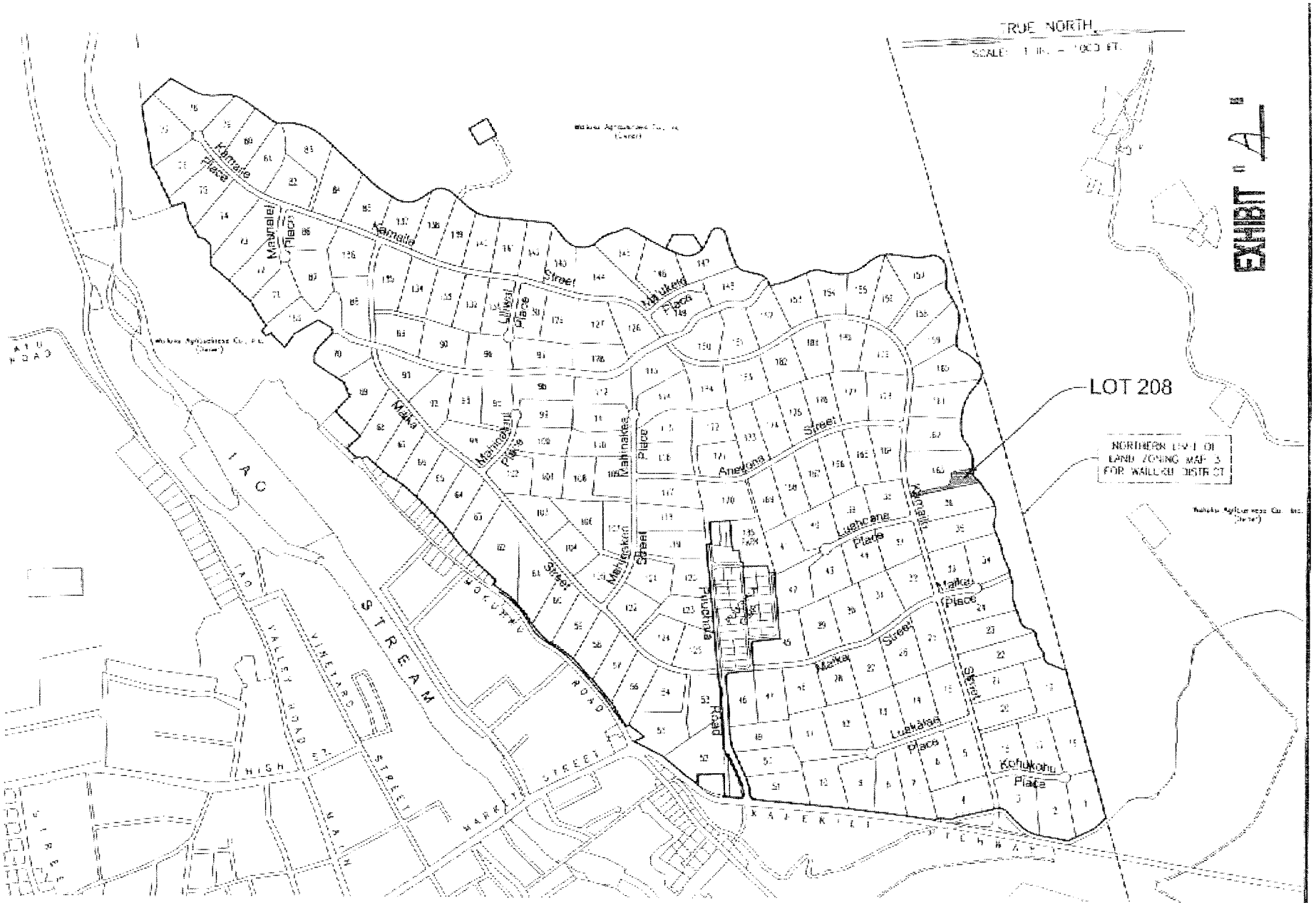
On this 23rd day of December, 2002, before me personally appeared **DAVID R. CRADDICK**, to me personally known, who, being by me duly sworn, did say that he is the Director of the DEPARTMENT OF WATER SUPPLY of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed 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; and the said **DAVID R. CRADDICK** acknowledged the said instrument to be the free act and deed of said DEPARTMENT OF WATER SUPPLY.

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

Notary Public, State of Hawaii

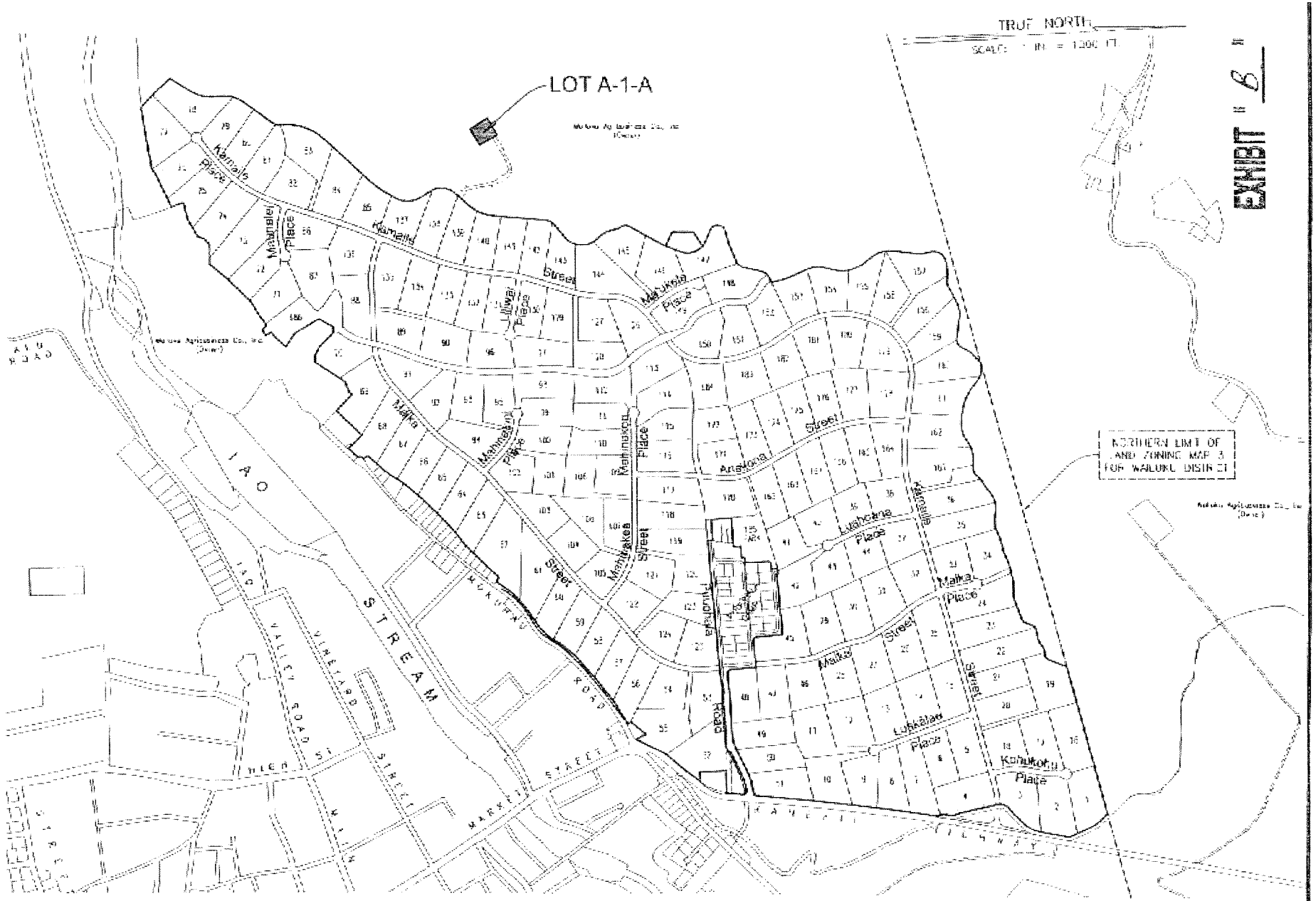
Jerry Ann Wells
Print Name

My commission expires: 4/19/06




# LOT 208 (LOW LEVEL TANK SITE)

## WAILUKU COUNTRY ESTATES




# LOT A-1-A (HIGH LEVEL TANK SITE)

## WAILUKU COUNTRY ESTATES

**Iao Valley Large-Lot Subdivision**
**Description of Proposed Lot A-1-A**

Land situated on the westerly side of Kahekili Highway at Wailuku, Maui, Hawaii

Being a portion of Kamehameha IV Deed to C. Brewer and Others, being also a portion of Lot A-1 of Iao Valley Large-Lot Subdivision

Beginning at a point at the southeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 3,993.83 feet North and 7,583.13 feet West and running by azimuths measured clockwise from True South:

| | | | | | |
|---|---|---|---|---|---|
| 1. | 62° | 13' | 50" | 150.00 feet | along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along the remainder of Lot A-1 of Iao Valley Large-Lot Subdivision to a point; |
| 2. | 152° | 13' | 50" | 160.00 feet | along same to a point; |
| 3. | 242° | 13' | 50" | 150.00 feet | along same to a point; |
| 4. | 332° | 13' | 50" | 160.00 feet | along same to a point of beginning and containing an Area of 0.551 Acre. |

TOGETHER, WITH, the following:

1. An Access and Utility Easement over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also over and across a portion of Lot A-1 of Iao Valley Large-Lot Subdivision and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 3,795.00 feet North and 7,199.83 feet West and running by azimuths measured clockwise from True South:

EXHIBIT "B"

| | | | | | |
|---|---|---|---|---|---|
| 1. | 328° | 30' | | 47.62 feet | over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also over and across a portion of Lot A-1 of Iao Valley Large Lot Subdivision; |
| 2. | Thence over and across same on a curve to the right, having a radius of 55.00 feet, the chord azimuth and distance being: 149° 24' 30" 39.26 feet; | | | | |
| 3. | 170° | 19' | | 7.64 feet | over and across same; |
| 4. | 126° | 41' | 30" | 8.59 feet | over and across same; |
| 5. | 61° | 35' | 20" | 12.89 feet | over and across same; |
| 6. | 151° | 35' | 20" | 5.00 feet | over and across same; |
| 7. | 241° | 35' | 20" | 12.88 feet | over and across same; |
| 8. | 176° | 29' | 15" | 70.07 feet | over and across same; |
| 9. | 170° | 19' | | 147.34 feet | over and across same; |
| 10. | 149° | 51' | 30" | 125.86 feet | over and across same; |
| 11. | Thence over and across same on a curve to the left, with the point of curvature azimuth from the radial point being: 22° 47' 36" and the point of tangency azimuth from the radial point being: 184° 38' 57", having a radius of 95.00 feet, the chord azimuth and distance being: 103° 43' 16.5" 29.96 feet; | | | | |
| 12. | 72° | 17' | 50" | 84.69 feet | over and across same; |
| 13. | 62° | 13' | 50" | 188.75 feet | over and across same; |
| 14. | 152° | 13' | 50" | 29.83 feet | along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along the remainder of |



EXHIBIT "B"

Lot A-1 of Iao Valley Large-Lot Subdivision;

15. 243° 21' 117.26 feet over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also along the remainder of Lot A-1 of Iao Valley Large-Lot Subdivision;

16. 157° 49' 25" 12.67 feet over and across same;

17. 247° 49' 25" 5.00 feet over and across same;

18. 337° 49' 25" 12.67 feet over and across same;

19. 252° 17' 50" 40.32 feet over and across same;

20. 242° 13' 50" 58.30 feet over and across same;

21. Thence over and across same on a curve to the right, with the point of curvature azimuth from the radial point being: 152° 13' 50" and the point of tangency azimuth from the radial point being: 188° 51' 32", having a radius of 115.00 feet, the chord azimuth and distance being: 260° 32' 41" 72.27 feet

22. 252° 17' 50" 15.67 feet over and across same;

23. 201° 04' 40" 12.39 feet over and across same;

24. 291° 04' 40" 5.00 feet over and across same;

25. 21° 04' 40" 12.39 feet over and across same;

26. 329° 5' ' 30" 11.53 feet over and across same;

27. Thence over and across same on a curve to the right, with the point of curvature azimuth from the radial point being: 202° 00' 28" and the point of tangency azimuth from the radial point being: 260° 19', having a radius of



EXHIBIT "B"

115.00 feet, the chord azimuth and distance being: 321° 09' 44" 112.05 feet;

| | | | | | |
|---|---|---|---|---|---|
| 28. | 350° | 19' | | 48.48 feet | over and across same; |
| 29. | 329° | 51' | 30" | 19.31 feet | over and across same; |
| 30. | 253° | 10' | 20" | 12.88 feet | over and across same; |
| 31. | 343° | 10' | 20" | 5.00 feet | over and across same; |
| 32. | 73° | 10' | 20" | 12.88 feet | over and across same; |
| 33. | 356° | 29' | 15" | 68.56 feet | over and across same; |
| 34. | 350° | 19' | | 125.29 feet | over and across same; |
| 35. | 306° | 41' | 30" | 80.50 feet | over and across same; |
| 36. | 43° | 30' | | 37.19 feet | along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-2 of Iao Valley Large-Lot Subdivision to the point of beginning and containing an Area of 9.477 Acre, more or less. |

**NOTE:** This description of Proposed Lot A-1-A has been prepared solely for use by the Owners and shall not be construed as a description of land separate from Lot A-1 of Iao Valley Large-Lot Subdivision. Only after all required approvals from governmental agencies have been granted, can it be considered as a parcel of land separate from Lot A-1 of Iao Valley Large-Lot Subdivision.

V:\SURDATA\01proj\01006\survey\kao-desc of Proposed Lot A-1-A- Iao Valley Lg-Lot.wpd

EXHIBIT "B"

EXHIBIT "C"

# LOT A-1-B (MID LEVEL TANK SITE)

## WAILUKU COUNTRY ESTATES

**Iao Valley Large-Lot Subdivision**
**Description of Proposed Lot A-1-B**

Land situated on the westerly side of Kahekili Highway at Wailuku, Maui, Hawaii

Being a portion of Kamehameha IV Deed to C. Brewer and Others, being also a portion of Lot A-1 of Iao Valley Large Lot Subdivision

Beginning at a point at the southeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 5,396.78 feet North and 6,732.61 feet West and running by azimuths measured clockwise from True South:

| | | | | | |
|---|---|---|---|---|---|
| 1. | 120° | 38' | | 116.48 feet | along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along the remainder of Lot A-1 of Iao Valley Large-Lot Subdivision to a point; |
| 2. | 183° | 24' | 40" | 161.93 feet | along same to a point; |
| 3. | 239° | 58' | | 122.34 feet | along same to a point; |
| 4. | Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-2 of Iao Valley Large-Lot Subdivision on a curve to the right, with the point of curvature azimuth from the radial point being: 224° 03' 35" and the point of tangency azimuth from the radial point being: 292° 46', having a radius of 150.00 feet, the chord azimuth and distance being: 348° 24' 47.5" 169.29 feet to a point; | | | | |
| 5. | 22° | 46' | | 126.25 feet | along same to the point of beginning and containing an Area of 0.732 Acre. |



EXHIBIT "C"

**NOTE:** This description of Proposed Lot A-1-B has been prepared solely for use by the Owners and shall not be construed as a description of land separate from Lot A-1 of Iao Valley Large-Lot Subdivision. Only after all required approvals from governmental agencies have been granted, can it be considered as a parcel of land separate from Lot A-1 of Iao Valley Large-Lot Subdivision.

EXHIBIT "A"

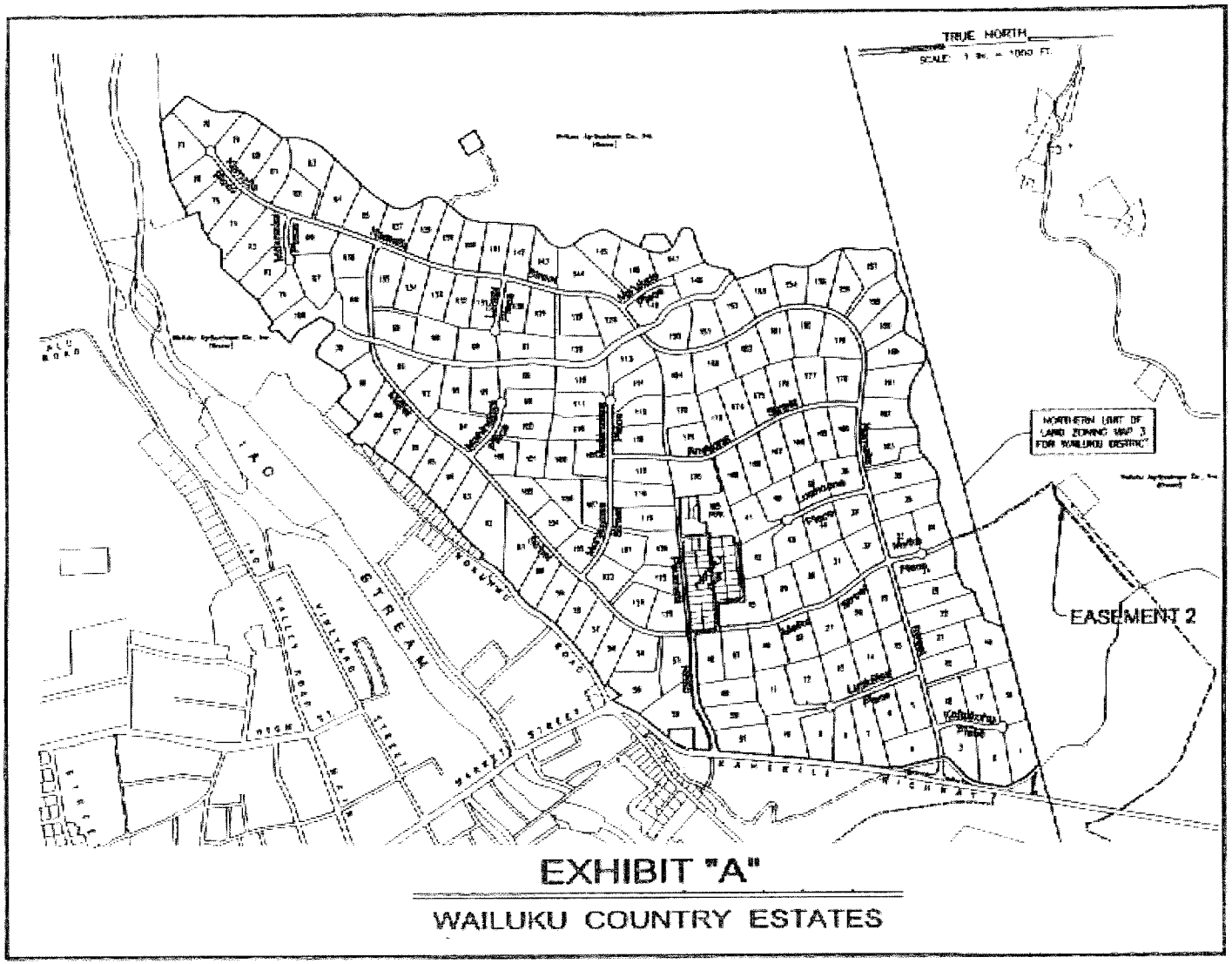



EXHIBIT "A"

WAILUKU COUNTRY ESTATES

**Iao Valley Large Lot Subdivision**
**Description of Easement 2**

A Waterline Easement in favor of the County of Maui, over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also over and across a portion of Lot A-1 of Iao Valley Large Lot Subdivision at Wailuku, Maui, Hawaii and more particularly described as follows:

Begining at a point at the southwesterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 7,921.43 feet north and 4,137.35 feet west and running by azimuths measured clockwise from True South:

1. 158° 11' 10" 65.38 feet over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also over and across a portion of Lot A-1 of Iao Valley Large-Lot Subdivision;

2. 169° 26' 10" 46.10 feet over and across same;

3. Thence over and across same on a curve to the left, having a radius of 490.00 feet, the chord azimuth and distance being: 164° 59' 76.08 feet;

4. 160° 31' 50" 163.14 feet over and across same;

5. Thence over and across same on a curve to the left, having a radius of 290.00 feet, the chord azimuth and distance being: 152° 47' 35" 78.09 feet;

6. 145° 03' 20" 58.97 feet over and across same;

EXHIBIT "D"

7. Thence over and across same on a curve to the right, having a radius of 310.00 feet, the chord azimuth and distance being:
150° 38' 15" 60.31 feet;

8. 156° 13' 10" 87.40 feet over and across same;

9. Thence over and across same on a curve to the left, having a radius of 490.00 feet, the chord azimuth and distance being:
152° 48' 20" 58.36 feet;

10. 149° 23' 30" 254.27 feet over and across same;

11. 142° 48' 20" 30.47 feet over and across same;

12. 232° 48' 20" 63.14 feet over and across same;

13. 277° 48' 20" 55.75 feet over and across same;

14. 255° 18' 20" 26.50 feet over and across same;

15. 232° 38' 280.47 feet over and across same;

16. 226° 11' 50" 18.49 feet over and across same;

17. 227° 05' 37.44 feet over and across same;

18. Thence over and across same on a curve to the left, having a radius of 310.00 feet, the chord azimuth and distance being:
233° 53' 20" 73.47 feet;

19. 240° 41' 40" 49.32 feet over and across same;

20. 233° 48' 465.35 feet over and across same;

21. 225° 19' 40" 70.50 feet over and across same;



EXHIBIT "D"

| | | | | |
|---|---|---|---|---|
| 22. | 328° | 00' | 20.50 feet | along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along the westerly side of Lot 12 of Old Waihee Ditch Right-of-Way (formerly known as Spreckels Ditch); |
| 23. | 45° | 19' 40" | 67.48 feet | over and across a portion of Kamehameha IV Deed to C. Brewer and Others, being also over and across a portion of Lot A-1 of Iao Valley Large Lot Subdivision; |
| 24. | 53° | 48' | 468.04 feet | over and across same; |
| 25. | 60° | 41' 40" | 50.52 feet | over and across same; |
| 26. | Thence over and across same on a curve to the left, having a radius of 290.00 feet, the chord azimuth and distance being: 53° 53' 20" 68.73 feet; | | | |
| 27. | 47° | 05' | 37.29 feet | over and across same; |
| 28. | 46° | 11' 50" | 19.46 feet | over and across same; |
| 29. | 52° | 38' | 293.60 feet | over and across same; |
| 30. | 75° | 18' 20" | 34.49 feet | over and across same; |
| 31. | 97° | 48' 20" | 51.44 feet | over and across same; |
| 32. | 52° | 48' 20" | 34.86 feet | over and across same; |
| 33. | 322° | 48' 20" | 11.62 feet | over and across same; |
| 34. | 329° | 23' 30" | 255.42 feet | over and across same; |

EXHIBIT "D"

35. Thence over and across same on a curve to the right, having a radius of 510.00 feet, the chord azimuth and distance being:
332° 48' 20" 60.74 feet;

36. 336° 13' 10" 87.40 feet over and across same;

37. Thence over and across same on a curve to the left, having a radius of 290.00 feet, the chord azimuth and distance being:
330° 38' 15" 56.42 feet;

38. 325° 03' 20" 58.97 feet over and across same;

39. Thence over and across same on a curve to the right, having a radius of 310.00 feet, the chord azimuth and distance being:
332° 47' 35" 83.47 feet;

40. 340° 31' 50" 163.14 feet over and across same;

41. Thence over and across same on a curve to the right, having a radius of 510.00 feet, the chord azimuth and distance being:
344° 58' 79.19 feet;

42. 349° 26' 10" 44.13 feet over and across same;

43. 338° 11' 10" 67.23 feet over and across same;

44. 79° 00' 20.36 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-2 of Iao Valley Large-Lot Subdivision to the point of beginning and containing an Area of 42,220 Square Feet, more or less.



EXHIBIT "D"

# UNILATERAL WATER USE AGREEMENT

This agreement, made effective this 28th day of November, 2002 by and between CGM, LLC hereinafter referred to as the "Developer" and Wailuku Country Estates Homeowner's Association, hereinafter referred to as "WCE" whose principal place of business is at 270 Waiehu Beach Road, Suite 115, Wailuku, Maui, Hawaii, 96793 agrees to the following:

## WITNESSTH

Whereas, CGM, LLC is the developer, owner and desires to develop the Wailuku Country Estates Project with 184 residential lots, located in Wailuku, Maui, Hawaii, and Wailuku Country Estates Homeowner's Association will assume management and responsibility for the project upon completion, and

Whereas, the Developer and WCE have committed to limit the use of County supplied potable water for domestic use only and use is limited to within the dwellings only, and each lot will be limited to 540 gallons per day usage, and agree to enforce this restriction on maximum water use for the project, and

Whereas, the Developer and WCE require, each lot owner to use the non-potable water system supplied by WCE water company for irrigation and other outdoor purposes, and that all lot owners will not be entitled to agricultural water rates from the Department of Water Supply (DWS), County of Maui, and

Whereas, the DWS requires written restrictions for the domestic water use and supply for final subdivision approval, and

Whereas, the parties agree that this agreement will remain in force until at such time the DWS agrees to remove this condition because the developer or its successor in interest has supplied additional source and storage.

Now, therefore, in consideration for DWS final subdivision approval CGM, LLC and WCE agree to the following restrictions, which shall bind and run with the land until released by the DWS, County of Maui:

1. The Developer and WCE warrant and agree to limit each lot to either one 5/8" or one ¾" domestic water line size, only one water meter per lot will be allowed, and that the amount of domestic water used from the DWS municipal water system will be limited to 540 gallons average per day per lot for each 12 month period.

2. CGM, LLC, WCE and Lot Owners agree that should any lot owner exceed the amount of 197,000 gallons during any 12 month period, that the lot owner is subject to additional County source assessment in the amount of $5,000.00 in contribution to said source

EXHIBIT "C"

development, but remain subject the WCE Water Company with its regular assessment and by-laws.

3. All property owners in the project, are required to use the private irrigation water system for all outdoor uses. The irrigation water system is owned, operated and maintained by the Wailuku Country Estates Homeowner's Association.

4. All property owners acknowledge and agree that they will not be entitled to any agricultural rates or water meter size increase from the County of Maui.

5. All house plans shall be required to use the UPC standards in determining water capacity for their improvements. All homes will be required to use low flow plumbing devices and will be encouraged to use other water conservation methods. The Wailuku Country Estates Homeowner's Association, Design Committee to verify compliance, that these fixtures are specified in all approved house plans.

## NO PARTY DEEMED DRAFTER:

The parties agree that no party shall be deemed to be the drafter of this agreement and further that in the event that this agreement is ever construed by court of law, such court shall not construe the agreement or any provision of this agreement against any party as the drafter of the agreement.

## APPLICABLE LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, and the County Maui. Any statement, promise made by either party or agents of either party that is not contained in this written contract shall be considered nonbinding. There shall be no modification to this agreement without written consent of both parties and DWS.

IN WITNESS WHEREOF THE OWNERS AND have executed this agreement by signing the appropriate space provided below.

Dated: 11/28/02

By: _____
MR. BRIAN ANDERSON,
MANAGER, CGM, LLC.

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

On this 28 day of November, 2002, before me personally appeared BRIAN ANDERSON, to me known to be the person described herein and who executed the foregoing Letter Agreement and acknowledged that they executed the same as their free act and deed.

KYLE BARKER NOTARY PUBLIC STATE OF HAWAII

Notary Public, State of Hawaii

My commission expires:

KYLE BARKER
Expiration Date: March 14, 2006

## WAILUKU COUNTRY ESTATES COMMUNITY ASSOCIATION AND IRRIGATION COMPANY

## "CORRECTED" AUGUST 2007 NEWSLETTER

### CONSTRUCTION HOURS

About 2 years ago, the Association, through its Board of Directors, approved restricted construction hours for the subdivision, as set forth in the General Contractors Intent of Compliance Statement. Construction activity was limited to Mon. - Sat., 8a.m. - 5p.m. Today, more people are residing in their new homes, and the board has received a number of requests to allow construction on Sundays. The board agrees that construction that does not unreasonably disturb neighbors should be permitted. Therefore, although the Association will still require owners/contractors to sign the compliance statement that prohibits Sunday construction, the Association will only enforce the no construction on Sunday rule when and if a neighbor lodges a complaint that such construction is causing an unreasonable disturbance. (Remember, complaints may be lodged anonymously.) The Board recommends that Owners who want to construct on Sundays talk to their neighbors, let them know what is going on, make an effort to minimize noise and bother, and get Board permission to carry out essential work on Sundays – this will help us all maintain good relationships. The board will investigate noise complaints for Sunday activities, and may issue warnings and, if complaints are recurrent, will issue fines. Remember that loud music and hollering are also disturbances at any time. Today's 'noise' maker could easily become a victim next year when construction begins on the vacant lot next door! Finally, remember that Lot Owners are liable for actions of contractors and subcontractors - it takes but a small effort to do your best and to be a good neighbor.

### CONDOMINIUMIZATION OF LOTS

On another note, we take this opportunity to let you know that the Association, through its Board of Directors, will not allow condominiumization of individual lots. Our governing documents require written approval of any proposed declaration of covenants, conditions, and restrictions affecting any portion of Wailuku Country Estates. Because you need to have such a declaration to condominiumize, and we will not approve proposed declarations, you cannot condominiumize.

### IRRIGATION COMPANY

As per July's Newsletter we have read the water meters on July 23rd and again on August 23rd. Those with active meters will receive notification of their meter readings and consumption. The average daily allocation is 2200 gallons and any excess over the allowable use will be billed at $2.00/1000 gallons. This is most likely to go up in the future as our cost for delivery is scheduled to increase. Learning to read your meter/usage will allow you to make some important decisions. Drip irrigation, where possible will allow you to conserve.

Wailuku Country Estates Association & Irrigation Company
Board Directors

# WAILUKU COUNTRY ESTATES IRRIGATION COMPANY

**c/o**
**Maui Land Broker and**
**Property Management, Inc.**
P. O. Box 400
Wailuku, HI 96793
808.214.6526
Fax: 808.242.1478
blackburj004@hawaii.rr.com

May 5, 2009

COMMISSION ON WATER RESOURCE MANAGEMENT
STATE OF HAWAII
PO Box 621
Honolulu, HI 96809

Case N. CCH-MA06-01
MINUTE ORDER 21
Written Exceptions to the Proposed Findings of Fact,
Conclusions of Law, and Decision and Order

Dear Commissioners,

The Board at Wailuku Country Estates Community Association (WCECA) and the Wailuku Country Estates Irrigation Company respectfully submit these clarifications:

Page 63, Line 15. In addition to water received from WWC, WCE lots receive up to 540 gpd from the county system.

Exception: Regarding the County of Maui potable water meter.
Each lot in this AG subdivision of 184 lots has a water meter that is bound by a unilateral agreement with the county that restricts the use to a maximum of 540 gallons/day. Also, all of that use is limited to inside the dwellings. Hence, NONE is legally available for irrigation purposes. Additionally, any water run through this meter incurs sewerage charges.

Page 63 Line 3. "Farm plans" for Wailuku Country Estates ("WCE") do not require agriculture, but alternatively allow "conservation," which involves landscaping activities like planting trees and grass.

Exception: As an approved AG subdivision, with a water delivery contract with Wailuku Water Company (WWC), all lots have to submit a farm plan for approval and recordation at the Bureau of Conveyances. Only then, will the County of Maui issue building permits for farm dwellings on these AG lots. Almost 66% of owners have done so and are implementing these plans in spite of financial and time constraints.

Page 63, Line 11. WCE limits each lot owner to a daily average use of 2,200 gallons, which it stated is "adequate."

Exception: Existing water use is bound to increase as these orchards and truck farms mature over the next 5 - 10 years. The owners are now allotted 2,666 gallons per day, with 120 lots activity using irrigation water. Disallowing all 'future' water use until water becomes 'available' will not only destroy these growing orchards and farms, but will also do the same for the farmers' dreams and investments in time and monies especially for the 64 owners without existing use.

Most of us intend to farm and are proceeding in that direction. Without adequate irrigation water we will be forced to abort our plans and likely face financial losses that couldn't be foreseen. Another severe impact regarding loss of irrigation water would be the drainage system of about 30 acres, which relies upon vegetation to hold down the matting for flood control. Without irrigation water, the flood control system could fail.

EXHIBIT NO.
**2189 WCEIC - 238**

We pray that the Board will see fit to come up with a win-win solution/decision. We welcome an oversight of all present and future farmers by the Na Wai Eha. Without water, there can be no Life in the streams or on land.

If you have questions regarding this written testimony or to schedule oral testimony, please contact Joseph Blackburn, at 442-3063 or via email @ Blackburj004@hawaii.rr.com.

Sincerely Yours,

Joseph Blackburn
Managing Agent

## PUBLIC HEARING

Applications for Surface Water Use Permits - Existing Uses
Na Wai Eha Surface Water Management Areas
(Waihee, Waiehu, Iao and Waikapu Streams) Maui

The following applications for surface water use permits for existing uses as of April 30, 2009, in the Na Wai Eha Surface Water Management Areas have received objections and are subject to public hearing. On September 24, 2009, the Commission approved an extension to the 180-day deadline to act on surface water use permit applications for existing uses in the Na Wai Eha Surface Water Management Areas, Maui, pending appointment of a hearings officer to conduct a Hearing on Objections to the Applications, including the required public notice procedures. The Commission on Water Resource Management has scheduled a public hearing on:

**Wednesday, March 31, 2010,**
**9:00 a.m. – 5:00 p.m.**
**Waikapu Neighborhood Center**
**22 East Waiko Road**
**Waikapu, Maui 96793**

| SWUP No. | Applicant | Source Hydro Unit* | End Use TMK Abbreviation in parenthesis denotes use type** | Quantity Requested (mgd) |
|---|---|---|---|---|
| 1 | County of Maui, Department of Water Supply | 6024 | Various (AGROTH); Various (DOM); Various (DOMNCB); Various (DOMNOTH); Various (DOMNRI); Various (DOMNSC); Various (INDOTH); Various (IRRGC); Various (IRRHOT); Various (IRROTH); Various (MUNCO) | 1.78400 |
| 3 | Kihei Gardens & Landscaping Co. LLP | 6024 | (2) 3-5-002:017 (AGRON) | 0.03326 |
| 4 | Mr. David Niehaus | 6001 | (2) 3-5-002:007 (AGROTH); (2) 3-5-002:007 (IRRHM) | 0.04800 |
| 6 | Mr. Charles Dando, Sr. & Jr. | 6022; 6023 | (2) 3-4-033:014 (DOM) | 0.00171 |
| 7 | Mr. Nadao Makimoto | 6022 | (2) 3-6-006:021 (DOM) | 0.01040 |
| 8 | Mr. Charles Dando, Sr. & Jr. | 6024 | (2) 3-5-030:116 (DOM) | 0.00174 |
| 9 | Clayton Suzuki | 6001 | (2) 3-6-006:013 (AGRCP); (2) 3-6-006:022 (AGRLI); (2) 3-6-006:013 (AGRLI); (2) 3-6-006:013 (DOM); (2) 3-6-006:009 (DOM) | 0.01738 |
| 10 | Heinz Jung | 6022 | (2) 3-2-016:001 (DOM) | 0.00068 |
| 11 | Wailuku Water Company | 6001; 6022; 6023; 6024 | Various (IRROTH) | 3.17400 |
| 12 | Waiolani Mauka Community Association | 6024 | (2) 3-5-032:VAR (IRRLA); (2) 3-5-032:106 (IRRPA) | 0.07547 |
| 13 | MMK Maui, LP, The King Kamehameha Golf Club | 6001; 6022; 6023; 6024 | (2) 3-6-004:014 (IRRGC); (2) 3-6-004:012 (IRRGC); (2) 3-6-004:011 (IRRGC); (2) 3-6-004:010 (IRRGC) | 1.29270 |
| 14 | Hawaiian Commercial & Sugar Co. | 6001; 6022; 6023; 6024 | (2) 3-8-005:023 (AGRCP); (2) 3-6-004:006 (AGRCP); (2) 3-6-004:003 (AGRCP); (2) 3-6-002:003 (AGRCP); (2) 3-6-002:001 (AGRCP) | 10.58000 |
| 15 | Hawaiian Commercial & Sugar Co. | 6022; 6023; 6024 | (2) 3-8-005:036 (AGRCP); (2) 3-8-008:035 (AGRCP); (2) 3-8-008:008 (AGRCP); (2) 3-8-006:003 (AGRCP); (2) 3-8-006:001 (AGRCP); (2) 3-8-005:018 (AGRCP); (2) 3-8-005:017 (AGRCP); (2) 3-8-005:003 (AGRCP); (2) 3-5-005:002 (AGRCP) | 36.29000 |
| 16 | Mr. Leslie Vida, Jr. | 6024; 6001 | (2) 3-5-004:091 (AGROTH) | 0.00500 |
| 17 | Mr. Robert L. Hanusa | 6022 | (2) 3-2-016:025 (DOM) | 0.00091 |
| 18 | Makani Olu Partners LLC | 6024 | (2) 3-5-004:018 (AGRCP); (2) 3-5-004:014 (AGRCP); (2) 3-5-004:018 (AGRLI); (2) 3-5-004:018 (AGRON); (2) 3-5-004:014 (AGRON); (2) 3-5-004:018 (IRRLA); (2) 3-5-004:014 (IRROTH) | 0.01795 |
| 19 | Mr. Vernon Bal | 6022; 6023; 6024 | (2) 3-4-007:042 (DOM) | 0.00060 |
| 20 | Ms. Dorothy T. Bell | 6001 | (2) 3-5-012:011 (DOM) | 0.00144 |
| 21 | Mr. Douglas Bell | 6001 | (2) 3-5-012:008 (DOM) | 0.00216 |
| 22 | Mr. Alan Birnie | 6001 | (2) 3-5-012:010 (DOM) | 0.00061 |
| 23 | Gary & Evelyn Brito | 6022; 6023; 6024 | (2) 3-3-002:029 (AGRCP); (2) 3-3-002:029 (DOM) | 0.00849 |
| 24 | John Minamina Brown Trust | 6001 | (2) 3-6-006:029 (AGRCP); (2) 3-6-006:025 (AGRCP); (2) 3-6-006:029 (DOM); (2) 3-6-006:025 (DOM) | 0.09030 |
| 25 | Regino Cabacungan | 6023 | (2) 3-2-017:023 (DOM) | 0.00060 |
| 26 | Cordell Chang | 6022 | (2) 3-2-006:004 (AGRCP) | 0.00113 |
| 27 | Winifred/Gordon Cockett | 6022; 6023; 6024 | (2) 3-4-031:008 (DOM) | 0.00094 |
| 28 | James Phillip Dodd | 6001 | (2) 3-5-012:005 (DOM) | 0.00411 |
| 29 | Michael Doherty | 6022 | (2) 3-2-005:008 (AGRCP); (2) 3-2-005:006 (AGRCP); (2) 3-2-005:007 (AGRCP); (2) 3-2-005:007 (DOM) | 0.30225 |

| | | | | |
|---|---|---|---|---|
| 30 | Richard Emoto | 6022 | (2) 3-2-004:012 (AGRCP); (2) 3-2-004:011 (AGRCP); (2) 3-2-004:011 (DOM) | 0.43200 |
| 31 | Stanley Faustino | 6022 | (2) 3-2-004:013 (AGRCP) | 0.02100 |
| 32 | Patricia Z. Federcell | 6001 | (2) 3-5-012:005 (DOM) | 0.00411 |
| 33 | Diannah K. Goo | 6022 | (2) 3-2-011:079 (DOM); (2) 3-2-011:065 (DOM); (2) 3-2-011:066 (DOM); (2) 3-2-011:067 (DOM); (2) 3-2-011:019 (DOM); (2) 3-2-011:006 (DOM) | 0.00360 |
| 34 | Diannah K. Goo | 6022 | (2) 3-2-004:007 (AGRCP) | 0.05430 |
| 35 | Russel Gushi | 6001 | (2) 3-5-012:015 (DOM) | 0.00060 |
| 36 | Valentine Haleakala | 6022; 6023; 6024 | (2) 3-3-002:003 (DOM) | 0.00060 |
| 37 | Karl & Lee Ann Harders | 6001 | (2) 3-5-012:013 (DOM) | 0.00060 |
| 38 | T&Z Harders FAM LTD PTNSHP; EH Rogers; WF Rogers | 6001 | (2) 3-5-012:007 (DOM); (2) 3-5-012:006 (DOM) | 0.00120 |
| 39 | Theodore & Zelie Harders | 6001 | (2) 3-5-012:016 (DOM) | 0.00060 |
| 40 | T&Z Harders FAM LTD PTNSHP; EH Rogers; WF Rogers | 6001 | (2) 3-5-004:028 (AGRCP); (2) 3-5-004:028 (DOM) | 0.02068 |
| 41 | Darrell Higa | 6022; 6023; 6024 | (2) 3-4-004:016 (DOM); (2) 3-4-004:017 (DOM) | 0.00120 |
| 42 | Hooululahui LLC | 6024 | (2) 3-5-003:018 (AGRCP); (2) 3-5-003:018 (DOM) | 0.02660 |
| 43 | Greg Ibara | 6022; 6023; 6024 | (2) 3-4-004:020 (AGRCP) | 0.00210 |
| 44 | Vanessa J. Ince & WS Kinzer | 6022; 6023; 6024 | (2) 3-4-004:019 (AGRCP); (2) 3-4-004:019 (DOM) | 0.00109 |
| 45 | Kenneth Kahalekai | 6022 | (2) 3-2-005:027 (AGRCP); (2) 3-2-004:019 (AGRCP); (2) 3-2-004:003 (AGRCP); (2) 3-2-005:002 (AGRCP); (2) 3-2-005:029 (DOM); (2) 3-2-004:003 (DOM) | 1.15890 |
| 46 | Alfred Kailiehu Jr. | 6022 | (2) 3-2-007:017 (AGRCP); (2) 3-2-007:017 (DOM) | 0.00143 |
| 47 | Cristal Koki | 6022 | (2) 3-2-003:037 (DOM); (2) 3-2-003:004 (DOM) | 0.00157 |
| 48 | David & Katherine Lengkeek | 6022 | (2) 3-2-003:019 (DOM) | 0.00025 |
| 49 | Kenneth Mendoza | 6022; 6023; 6024 | (2) 3-3-002:025 (DOM) | 0.00060 |
| 50 | Mr. Lawrence Miyahira | 6023 | (2) 3-3-002:009 (AGRCP); (2) 3-3-002:010 (DOM); (2) 3-3-002:021 (DOM); (2) 3-3-002:009 (DOM) | 0.15402 |
| 51 | Elsie Miyamoto | 6001 | (2) 3-5-012:009 (DOM) | 0.00060 |
| 52 | Jinsei Miyashiro Trust | 6001 | (2) 3-6-006:027 (DOM) | 0.00286 |
| 53 | Kalani & Tera Paleka | 6022 | (2) 3-2-005:035 (AGRCP); (2) 3-2-005:035 (DOM); (2) 3-2-005:041 (DOM) | 0.06185 |
| 54 | Piko Ao, LLC | 6022 | (2) 3-2-006:008 (AGRCP); (2) 3-2-006:008 (AGRCP); (2) 3-2-006:008 (DOM) | 0.06118 |
| 55 | Ms. Isabelle Rivera | 6023 | (2) 3-2-017:012 (DOM) | 0.00060 |
| 56 | Katherine T. Riyu | 6001 | (2) 3-5-012:028 (DOM) | 0.00123 |
| 57 | Michael Rodrigues | 6022 | (2) 3-2-004:017 (AGRCP); (2) 3-2-004:016 (AGRCP); (2) 3-2-004:015 (AGRCP); (2) 3-2-004:017 (DOM) | 0.47400 |
| 58 | Waldemar & Darlene Rogers | 6001 | (2) 3-5-012:012 (DOM) | 0.00060 |
| 59 | Alfred Santiago | 6022; 6023; 6024 | (2) 3-4-024:027 (AGRCP); (2) 3-4-024:022 (AGRCP) | 0.01000 |
| 60 | Duke & Jean Sevilla & Christina Smith | 6024 | (2) 3-3-001:001 (DOM); (2) 3-3-001:041 (DOM); (2) 3-3-001:054 (DOM) | 0.00420 |
| 61 | Ione Shimizu | 6001 | (2) 3-5-012:031 (AGRCP); (2) 3-5-012:031 (DOM) | 0.01105 |
| 62 | Warren K.H. Soong | 6001 | (2) 3-5-012:026 (DOM) | 0.00448 |
| 63 | Noel & Katherine Texeira | 6022 | (2) 3-2-007:010 (DOM) | 0.00099 |
| 64 | Thomas & Patricia Texeira & Denise Texeira | 6022 | (2) 3-2-005:031 (AGRAQ); (2) 3-2-005:032 (DOM); (2) 3-2-005:031 (DOM) | 0.00485 |
| 65 | MTP Operating Company LLC, DBA Maui Tropical Plantation | 6022; 6023; 6024; 6001 | (2) 3-6-005:007 (AGRCP); (2) 3-6-005:007 (AGRON); (2) 3-6-005:007 (IRRLA) | 0.12453 |
| 66 | Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | 6024 | (2) 3-3-017:VAR (IRRLA) | 0.15877 |
| 67 | Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | 6024 | (2) 3-3-017:VAR (AGRCP); (2) 3-3-017:VAR (AGRLI); (2) 3-3-017:VAR (AGRON); (2) 3-3-017:VAR (IRRLA) | 0.21090 |
| 68 | Hawaiian Cement | 6001; 6022; 6023; 6024 | (2) 3-8-007:101 (INDMI) | 0.00996 |
| 69 | Dr. Lorrin Pang | 6022 | (2) 3-2-003:016 (AGRAQ); (2) 3-2-003:016 (AGRCP); (2) 3-2-003:016 (AGRON) | 0.01080 |
| 70 | Steve Haller | 6022; 6023; 6024 | (2) 3-4-031:001 (AGRCP); (2) 3-4-031:001 (AGRON) | 0.01952 |
| 71 | Pohakulepo Recycling, LLC | 6001; 6022; 6023; 6024 | (2) 3-6-004:007 (INDMI); (2) 3-6-004:007 (INDMI) | 0.00856 |

| | | | | |
|---|---|---|---|---|
| 72 | ROJAC Trucking, Inc. | 6024 | (2) 3-5-027:017 (DOMNCB); (2) 3-5-027:018 (DOMNCB); (2) 3-5-027:019 (IRRLA) | 0.00515 |
| 73 | Nobriga's Ranch | 6001; 6022; 6023; 6024 | (2) 3-6-001:018 (AGRLI); (2) 3-6-001:018 (IRROTH) | 0.02578 |
| 74 | Donnalee & David Singer | 6022; 6023 | (2) 3-2-018:034 (AGRCP); (2) 3-2-018:015 (AGRCP); (2) 3-2-018:009 (AGRCP); (2) 3-2-018:017 (AGRCP); (2) 3-2-018:014 (AGRCP) | 0.43063 |
| 77 | Alex Buttaro | 6023 | (2) 3-2-018:005 (DOM) | 0.00060 |
| 78 | Francisco Cerizo | 6023 | (2) 3-3-002:012 (AGRCP); (2) 3-3-002:012 (DOM) | 0.02142 |
| 79 | William Freitas | 6022 | (2) 3-2-003:011 (AGRCP); (2) 3-2-003:010 (AGRCP) | 0.06900 |
| 80 | Theodore & Zelie Harders | 6001 | (2) 3-5-012:039 (DOM) | 0.00060 |
| 81 | Kaui Kahalekai | 6022 | (2) 3-2-005:022 (AGRCP); (2) 3-2-005:023 (AGRCP) | 0.25380 |
| 82 | Charlene E./ Jacob H. Kana, Sr. | 6022 | (2) 3-2-006:018 (AGRCP); (2) 3-2-006:001 (AGRCP) | 0.02520 |
| 83 | Leinaala M. Kihm | 6001 | (2) 3-5-012:001 (DOM) | 0.00220 |
| 84 | Aloha Poi Factory, Inc. | 6022 | (2) 3-2-006:011 (AGRCP); (2) 3-2-006:010 (AGRCP) | 0.06200 |
| 85 | Aloha Poi Factory, Inc. | 6022 | (2) 3-2-007:018 (AGRCP); (2) 3-2-007:018 (DOM) | 0.09643 |
| 86 | Aloha Poi Factory, Inc. | 6022 | (2) 3-2-005:020 (AGRCP) | 0.07200 |
| 87 | Aloha Poi Factory, Inc. | 6022 | (2) 3-2-003:023 (AGRCP); (2) 3-2-003:024 (AGRCP) | 0.07200 |
| 88 | Aloha Poi Factory, Inc. | 6022 | (2) 3-2-003:002 (AGRCP) | 0.05400 |
| 90 | Aloha Poi Factory, Inc. | 6022; 6023 | (2) 3-2-018:044 (AGRCP); (2) 3-2-018:021 (AGRCP) | 0.17427 |
| 91 | Aloha Poi Factory, Inc. | 6023; | (2) 3-2-018:015 (AGRCP) | 0.12288 |
| 92 | Aloha Poi Factory, Inc. | 6022; 6023 | (2) 3-2-018:040 (AGRCP) | 0.07704 |
| 93 | Victor & Wallette Pellegrino | 6001 | (2) 3-5-012:023 (AGRCP); (2) 3-5-012:020 (DOM); (2) 3-5-012:023 (DOM) | 0.06440 |
| 94 | Burt H. Sakata & Peter Fritz | 6022 | (2) 3-2-005:039 (DOM); (2) 3-2-005:019 (DOM); (2) 3-2-005:013 (DOM); (2) 3-2-005:011 (DOM) | 0.00425 |
| 95 | Alfred Santiago & Colin Kailiponi | 6001 | (2) 3-6-006:024 (AGRCP); (2) 3-6-005:019 (AGRCP) | 0.28800 |
| 96 | Mr. John Varel | 6022 | (2) 3-2-001:001 (AGRCP); (2) 3-2-001:001 (AGRON); (2) 3-2-001:001 (DOM) | 0.02550 |
| 97 | Melvin Riyu & Judith Yamanoue | 6001 | (2) 3-5-012:027 (DOM) | 0.00192 |
| 98 | DLNR Division of State Parks, State of Hawaii | 6024 | (2) 3-3-003:002 (AGRCP) | 0.00500 |
| 99 | Renee Molina | 6023 | (2) 3-3-002:009 (AGRAQ); (2) 3-3-002:009 (IRRLA) | 0.00173 |
| 101 | Living Waters Land Foundation | 6022 | (2) 3-2-013:015 (AGRCP) | 0.02294 |
| 102 | Bryan Sarasin, Sr. | 6022 | (2) 3-2-007:016 (AGRAQ); (2) 3-2-007:016 (AGRCP); (2) 3-2-007:016 (AGRON); (2) 3-2-007:016 (DOM) | 1.03504 |
| 103 | Mr. Leslie J. Vida, Sr. | 6001; 6024 | (2) 3-5-004:056 (AGROTH) | 0.00051 |
| 104 | Mr. Leslie J. Vida, Sr. | 6001; 6024 | (2) 3-5-004:045 (DOM) | 0.00008 |
| 105 | Michael Bailie | 6022 | (2) 3-2-016:004 (DOM) | 0.00184 |
| 107 | Kaanapali Kai, Inc. | 6022; 6023; 6024 | (2) 3-4-014:060 (DOM) | 0.00460 |
| 108 | Fong Construction Company Inc. | 6001; 6022; 6023; 6024 | Various (INDMI) | 0.00400 |
| 111 | Fred W. Coffey | 6023 | (2) 3-2-018:003 (AGRON); (2) 3-2-018:003 (DOM) | 0.00064 |
| 112 | Waikapu Properties, LLC | 6001 | (2) 3-6-004:003 (AGRCP) | 0.51671 |
| 113 | El Ranchitos De Mello | 6022; 6023 | (2) 3-4-024:027 (AGRCP); (2) 3-4-024:022 (AGRCP) | 0.03100 |
| 117 | Paul & Jennifer Higashino | 6023 | (2) 3-2-016:017 (AGRCP); (2) 3-2-016:017 (DOM) | 0.69270 |
| 120 | Roger and Kevin Yamaoka | 6001 | (2) 2-3-004:038 (DOM); (2) 2-3-004:039 (DOM) | 0.00195 |
| 122 | Stanford Carr Development, LLC | 6024 | (2) 3-5-001:067 (INDOTH) | 0.06390 |
| 123 | Towne Realty of Hawaii, Inc./, Wailuku Kuakahi, LLC | 6024 | (2) 3-5-002:003 (AGRLI); (2) 3-5-002:003 (AGRON) | 0.02130 |
| 125 | John Duarte c/o Endurance Investors, LLC and, Association of Il Wai Hui, LLP | 6024 | (2) 3-5-002:002 (AGRLI); (2) 3-5-002:002 (AGRON) | 0.00036 |
| 126 | Glenn K. McLean | 6024; 6001 | (2) 3-5-004:057 (AGRCP) | 0.00100 |
| 127 | Milla Puliatch | 6022 | (2) 3-2-006:010 (AGRCP) | 0.00864 |
| 128 | Robert D. Pinto | 6001; 6024 | (2) 3-5-004:041 (AGRCP); (2) 3-5-004:051 (AGRCP) | 0.00020 |
| 130 | U.S. Fish and Wildlife Service | 6001 | (2) 3-8-005:002 (IRROTH) | |
| 131 | Mr. Peter Winn | 6022 | (2) 3-2-007:005 (AGRCP); (2) 3-2-007:001 (AGRCP) | 0.10800 |
| 132 | Rudy & Perlita Fernandez | 6023 | (2) 3-2-018:006 (AGRCP) | 0.12500 |
| | | | **Total from all sources:** | **61.41055** |

*Source Hydrologic Unit: 6001 – Waikapu, 6022 – Waihee, 6023 – Waiehu, 6024 – Iao.

**USE TYPES:

| | | |
|---|---|---|
| AGRICULTURE | | |
| | AGRAQ | Aquatic Plants & Animals |
| | AGRCP | Crops & Processing |
| | AGRLI | Livestock & Processing, and Pasture |
| | AGRON | Ornamental & Nursery Plants |
| | AGROTH | Other |
| DOMESTIC | | |
| | DOM | Single & Multi Low Rise & High-Rise Household |
| | DOMN | Domestic (Non-residential) |
| | DOMNCB | Commercial Businesses |
| | DOMNOTH | Domestic Non-Residential – Other |
| | DOMSC | Schools |
| INDUSTRIAL | | |
| | INDMI | Mining, Dust Control |
| | INDOTH | Industrial – Other |
| IRRIGATION | | |
| | IRRGC | Golf Course |
| | IRRHM | Habitat Maintenance |
| | IRRLA | Landscape/Water Features |
| | IRRHOT | Hotels |
| | IRROTH | Other |
| | IRRPA | Parks |
| MUNICIPAL | | |
| | MUNCO | County |
| | MUNST | State |

Materials related to the noticed items are available for review at the Commission office located at 1151 Punchbowl Street, Room 227, Honolulu, Hi, or online at www.hawaii.gov/dlnr/cwrm/nawaiehaswma.htm, and will also be available at this public hearing.

The hearing may be left open to allow for additional information as may be requested by the Commissioners. If, during the course of the hearing, a contested case hearing is requested, the requester will be required to complete a written request, identifying HRS §174C-50(b) for existing uses as the authority under which the action is to be made. The following may be admitted as a party to a contested case hearing: persons within the Na Wai Eha Surface Water Management Areas with a property interest, who reside on the land, or can otherwise demonstrate that they will be so directly and immediately affected by the proposed water uses that their interest is clearly distinguishable from that of the general public; others who can show a substantial interest in the matter and can substantially assist the Commission in its decision making; agencies whose jurisdiction includes the land or water in question.

If you do not make a request or fail to file a timely written petition for contested case hearing on a particular application noticed herein with the Commission, you will be precluded from obtaining a contested case hearing later and from seeking judicial review of any adverse decision (HAR Chapter 13-167).

Disabled individuals planning to attend the public hearing are asked to contact the Commission at the above address or toll free from Maui at 984-2400 ext. 70214 **at least three days in advance of the public hearing** if they have special needs that require accommodation.

COMMISSION ON WATER RESOURCE MANAGEMENT

KEN C. KAWAHARA, P.E., Deputy Director for
LAURA H. THIELEN, Chairperson

Dated: March 15, 2010

Publish in: Maui News issue of March 19, 2010

LINDA LINGLE
GOVERNOR OF HAWAII

RECEIVED
JUN 25 2010
Maui Land Broker and Property Management, Inc.

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT
P.O BOX 621
HONOLULU, HAWAII 96809

LAURA H. THIELEN
CHAIRPERSON

WILLIAM D. BALFOUR, JR
SUMNER ERDMAN
NEAL S. FUJIWARA
CHIYOME L. FUKINO, M.D.
DONNA FAY K. KIYOSAKI, P.E.
LAWRENCE H. MIIKE, M.D., J.D.

KEN C. KAWAHARA, P.E.
DEPUTY DIRECTOR

June 22, 2010

*Ref.: Na Wai Eha SWUP-E Field Investigations*

Dear Applicant:

Field Investigation of
Application for Surface Water Use Permit – Existing Use
Na Wai Eha Surface Water Management Areas, Maui

The Commission on Water Resource Management (Commission) will be conducting the first phase of field investigations to verify surface water use permit applications for existing uses in the Na Wai Eha Surface Water Management Areas (Waihee, Waiehu, Iao and Waikapu Streams) on Maui on July 12-14 and July 19-20, 2010.

Commission staff will be contacting applicants to arrange a date and time for the field investigation in the coming week. If you do not receive a call from Commission staff by June 30, 2010, please contact the Commission to set an appointment time. It is very important that you provide access to the site at the day and time agreed upon. If a field investigation by Commission staff cannot be arranged, there may be delays in processing your application for surface water use permit.

If you have any questions regarding the field investigation of your water use permit application, please contact Robert Chong of the Commission staff (808) 587-0266 or toll free from Maui at 984-2400, extension 70266, or via email at robert.k.chong@hawaii.gov.

Sincerely,

KEN C. KAWAHARA, P.E.
Deputy Director

rc:ky

EXHIBIT NO.
2189 WCEIC - 240

# Report on Existing SWUP Applications

November 29, 2010

Hydrologic Unit Codes for Designated Surface Water Management Areas:
Maui: 6001 = Waikapu; 6022 = Waihee; 6023 = Waiehu; 6024 = Iao

| SWUP ID | Event ID | Hydro Unit | Applicant / Petitioner | Water Source | Water Use Category | Amount (mgd) | Accept Date | Public Notice | Objection Deadline | Appurt. Claim | 90-day Deadline | Ob | 180-day Deadline |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | **Maui** | | | | | | | | |
| 1 | 2178 | 6024 | County of Maui, Department of Water Supply | Iao-Waikapu Ditch, TMK (2) 3-5-003:001 | AGR, DOM; IND, IRR; MUN; | 1.78400 | 04/16/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/15/2009 | ☑ | 10/13/2009 |
| 3 | 2183 | 6024 | Kihei Gardens & Landscaping Co. LLP | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR, | 0.03326 | 04/16/2009 | 04/27/2009<br>05/04/2009 | 05/18/2009 | ☐ | 7/15/2009 | ☑ | 10/13/2009 |
| 4 | 2163 | 6001 | Mr. David Niehaus | Everett Ditch, Various TMKs | AGR; IRR; | 0.04800 | 04/16/2009 | 04/27/2009<br>05/04/2009 | 05/18/2009 | ☑ | 7/15/2009 | ☑ | 10/13/2009 |
| 5 | 2184 | | Na Mala o Waihee Private Water Co. Inc., c/o Commercial Properties of Maui Management Inc | , Various TMKs | | | | | | ☐ | | ☐ | |
| 6 | 2192 | 6022; 6023 | Mr. Charles Dando, Sr. & Jr. | Waihee Ditch, Various TMKs | DOM, | 0.00171 | 04/20/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/19/2009 | ☑ | 10/17/2009 |
| 7 | 2156 | 6022 | Mr. Nadao Makimoto | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.01040 | 04/20/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/19/2009 | ☑ | 10/17/2009 |
| 8 | 2191 | 6024 | Mr. Charles Dando, Sr. & Jr. | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | DOM; | 0.00174 | 04/20/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/19/2009 | ☑ | 10/17/2009 |
| 9 | 2155 | 6001 | Clayton Suzuki | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004 018 | AGR, DOM, | 0.01738 | 04/20/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/19/2009 | ☑ | 10/17/2009 |
| 10 | 2182 | 6022 | Heinz Jung | Spreckels Ditch, Various TMKs | DOM, | 0.00068 | 04/21/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/20/2009 | ☑ | 10/18/2009 |
| 11 | 2157 | 6001; 6022; 6023; 6024 | Wailuku Water Company | Wailuku Water System, Various TMKs | AGR; DOM; IND; IRR; MUN; | 3.17400 | 04/22/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/21/2009 | ☑ | 10/19/2009 |
| 12 | 2164 | 6024 | Waiolani Mauka Community Association | Iao-Waikapu Ditch, TMK (2) 3-5-003:001 | IRR, | 0.07547 | 04/22/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/21/2009 | ☑ | 10/19/2009 |
| 13 | 2186 | 6001; 6022; 6023; 6024 | MMK Maui, LP, The King Kamehameha Golf Club | Waihee Ditch, Various TMKs | IRR, | 1.29270 | 04/22/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/21/2009 | ☑ | 10/19/2009 |
| 14 | 2205 | 6001; 6022; 6023; 6024 | Hawaiian Commercial & Sugar Co. | Wailuku Water System, Various TMKs | AGR; | 10.58000 | 04/22/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/21/2009 | ☑ | 10/19/2009 |
| 15 | 2206 | 6022; 6023, 6024 | Hawaiian Commercial & Sugar Co. | Waihee Ditch, Various TMKs | AGR; | 36.29000 | 04/22/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☐ | 7/21/2009 | ☑ | 10/19/2009 |
| 16 | 2188 | 6024; 6001 | Mr. Leslie Vida, Jr. | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR; | 0.00500 | 04/23/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 17 | 2153 | 6022 | Mr. Robert L. Hanusa | Waihee Ditch, Various TMKs | DOM, | 0.00091 | 04/23/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |

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**If a public hearing is required, applications go before the CWRM within 180 days, otherwise within 90 days.



EXHIBIT NO. 2189 WCEIC - 241

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November 29, 2010

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 18 | 2207 | 6024 | Makani Olu Partners LLC | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR; IRR, | 0.01795 | 04/23/2009 | 05/04/2009<br>05/11/2009 | 05/26/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 19 | 2209 | 6022; 6023, 6024 | Mr. Vernon Bal | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM, | 0.00060 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 20 | 2211 | 6001 | Ms Dorothy T. Bell | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM, | 0.00144 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 21 | 2212 | 6001 | Mr. Douglas Bell | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM, | 0.00216 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 22 | 2213 | 6001 | Mr. Alan Birnie | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.00061 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 23 | 2215 | 6022; 6023; 6024 | Gary & Evelyn Brito | Kuleana Auwai from Waihee Ditch, Various TMKs | AGR, DOM, | 0.00849 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 24 | 2217 | 6001 | John Minamina Brown Trust | South Waikapu Kuleana Auwai, Various TMKs | AGR; DOM; | 0.09030 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 25 | 2219 | 6023 | Regino Cabacungan | South Waiehu Kuleana Auwai, Various TMKs | DOM; | 0.00060 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 26 | 2221 | 6022 | Cordell Chang | South Waihee Kuleana Auwai, Various TMKs | AGR; | 0.00113 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 27 | 2223 | 6022; 6023, 6024 | Winifred/Gordon Cockett | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM; | 0.00094 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 28 | 2224 | 6001 | James Phillip Dodd | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.00411 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 29 | 2225 | 6022 | Michael Doherty | South Waihee Kuleana Auwai, Various TMKs | DOM; | 0.30225 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 30 | 2227 | 6022 | Richard Emoto | North Waihee Kuleana Auwai, Various TMKs | DOM; | 0.43200 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 31 | 2228 | 6022 | Stanley Faustino | North Waihee Kuleana Auwai, Various TMKs | DOM; | 0.02100 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 32 | 2230 | 6001 | Patricia Z. Federcell | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM; | 0.00411 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 33 | 2231 | 6022 | Diannah K. Goo | South Waihee Kuleana Auwai, Various TMKs | DOM; | 0.00360 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 34 | 2233 | 6022 | Diannah K. Goo | North Waihee Kuleana Auwai, Various TMKs | AGR; | 0.05430 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 35 | 2235 | 6001 | Russel Gushi | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.00060 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 36 | 2236 | 6022; 6023, 6024 | Valentine Haleakala | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM; | 0.00060 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 37 | 2237 | 6001 | Karl & Lee Ann Harders | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM; | 0.00060 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 38 | 2238 | 6001 | T&Z Harders FAM LTD PTNSHP, EH Rogers; WF Rogers | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM; | 0.00120 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 39 | 2239 | 6001 | Theodore & Zelie Harders | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM; | 0.00060 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 40 | 2240 | 6001 | T&Z Harders FAM LTD PTNSHP; EH Rogers; WF Rogers | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | AGR, DOM; | 0.02068 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 41 | 2241 | 6022; 6023, 6024 | Darrell Higa | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM; | 0.00120 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 42 | 2243 | 6024 | Hoolulahui LLC | , Various TMKs | AGR; DOM; | 0.02660 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 43 | 2245 | 6022; 6023; 6024 | Greg Ibara | Kuleana Auwai from Waihee Ditch, Various TMKs | AGR; | 0.00210 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 44 | 2247 | 6022; 6023; 6024 | Vanessa J. Ince & WS Kinzer | Kuleana Auwai from Waihee Ditch, Various TMKs | AGR; DOM; | 0.00109 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 45 | 2249 | 6022 | Kenneth Kahalekai | South Waihee Kuleana Auwai, Various TMKs | AGR; DOM; | 1.15890 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 46 | 2250 | 6022 | Alfred Kaliiehu Jr | South Waihee Kuleana Auwai, Various TMKs | AGR; DOM; | 0.00143 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 47 | 2252 | 6022 | Cristal Koki | North Waihee Kuleana Auwai, Various TMKs | DOM; | 0.00157 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 48 | 2254 | 6022 | David & Katherine Lengkeek | North Waihee Kuleana Auwai, Various TMKs | DOM; | 0.00025 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 49 | 2256 | 6022; 6023, 6024 | Kenneth Mendoza | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM; | 0.00060 | 04/23/2009 | 05/22/2009 05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 50 | 2258 | 6023 | Mr. Lawrence Miyahira | Spreckels Ditch, Various TMKs | AGR; DOM; | 0.15402 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 51 | 2259 | 6001 | Elsie Miyamoto | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.00060 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 52 | 2260 | 6001 | Jinsei Miyashiro Trust | South Waikapu Kuleana Auwai, Various TMKs | DOM; | 0.00286 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 53 | 2262 | 6022 | Kalani & Tera Paleka | South Waihee Kuleana Auwai, Various TMKs | AGR, DOM; | 0.06185 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 54 | 2264 | 6022 | Piko Ao, LLC | South Waihee Kuleana Auwai, Various TMKs | AGR, DOM; | 0.06118 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 55 | 2266 | 6023 | Ms. Isabelle Rivera | South Waiehu Kuleana Auwai, Various TMKs | DOM; | 0.00060 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 56 | 2268 | 6001 | Katherine T. Riyu | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM, | 0.00123 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 57 | 2269 | 6022 | Michael Rodrigues | North Waihee Kuleana Auwai, Various TMKs | AGR; DOM; | 0.47400 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 58 | 2271 | 6001 | Waldemar & Darlene Rogers | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM; | 0.00060 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 59 | 2273 | 6022; 6023; 6024 | Alfred Santiago | Kuleana Auwai from Waihee Ditch, Various TMKs | AGR; | 0.01000 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 60 | 2275 | 6024 | Duke & Jean Sevilla & Christina Smith | , Various TMKs | DOM; | 0.00420 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 61 | 2276 | 6001 | Ione Shimizu | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | AGR; DOM; | 0.01105 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/22/2009 | ☑ | 10/20/2009 |
| 62 | 2277 | 6001 | Warren K.H. Soong | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM, | 0.00448 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 63 | 2278 | 6022 | Noel & Katherine Texeira | South Waihee Kuleana Auwai, Various TMKs | DOM; | 0.00099 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 64 | 2280 | 6022 | Thomas & Patricia Texeira & Denise Texeira | South Waihee Kuleana Auwai, Various TMKs | AGR; DOM, | 0.00485 | 04/23/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/22/2009 | ☑ | 10/20/2009 |
| 65 | 2203 | 6022; 6023; 6024; 6001 | MTP Operating Company LLC, DBA Maui Tropical Plantation | Waihee Ditch, Various TMKs | AGR; IRR; | 0.12453 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |
| 66 | 2196 | 6024 | Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | Iao-Maniania Ditch, TMK: (2) 3-5-003:001 | IRR, | 0.15877 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |

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# Report on Existing SWUP Applications

November 29, 2010

Hydrologic Unit Codes for Designated Surface Water Management Areas:
Maui: 6001 = Waikapu; 6022 = Waihee; 6023 = Waiehu; 6024 = Iao

| SWUP ID | Event ID | Hydro Unit | Applicant / Petitioner | Water Source | Water Use Category | Amount (mgd) | Accept Date | Public Notice | Objection Deadline | Appurt. Claim | 90-day Deadline | Ob | 180-day Deadline |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 67 | 2189 | 6024 | Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | Iao-Maniania Ditch, TMK: (2) 3-5-003:001 | AGR; DOM; IRR; | 0.21090 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |
| 68 | 2180 | 6001, 6022; 6023; 6024 | Hawaiian Cement | Waihee Ditch, Various TMKs | IND; | 0.00996 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |
| 69 | 2283 | 6022 | Dr. Lorrin Pang | Kuleana Ditch from Waihee Stream, Various TMKs | AGR, | 0.01060 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☑ | 7/23/2009 | ☑ | 10/21/2009 |
| 70 | 2287 | 6022; 6023, 6024 | Steve Haller | Waihee Ditch, Various TMKs | AGR, | 0.01952 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☑ | 7/23/2009 | ☑ | 10/21/2009 |
| 71 | 2151 | 6001; 6022; 6023; 6024 | Pohakulepo Recycling, LLC | Waihee Ditch, Various TMKs | IND; | 0.00856 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |
| 72 | 2154 | 6024 | ROJAC Trucking, Inc. | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | IND, | 0.00515 | 04/24/2009 | 05/13/2009<br>05/20/2009 | 06/04/2009 | ☐ | 7/23/2009 | ☑ | 10/21/2009 |
| 73 | 2272 | 6001; 6022; 6023; 6024 | Nobriga's Ranch | Waihee Ditch, Various TMKs | AGR, IRR; | 0.02578 | 04/27/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☐ | 7/26/2009 | ☑ | 10/24/2009 |
| 74 | 2288 | 6022; 6023 | Donnalee & David Singer | Waihee Ditch, Various TMKs | AGR, IRR; | 0.43063 | 04/28/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/27/2009 | ☑ | 10/25/2009 |
| 77 | 2305 | 6023 | Alex Buttaro | Kuleana Auwai from Waihee Ditch, Various TMKs | DOM; | 0.00060 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 78 | 2307 | 6023 | Francisco Cerizo | South Waiehu Kuleana Auwai, Various TMKs | AGR; DOM; | 0.02142 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 79 | 2309 | 6022 | William Freitas | North Waihee Kuleana Auwai, Various TMKs | AGR, | 0.06900 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 80 | 2311 | 6001 | Theodore & Zelie Harders | North Waikapu Kuleana Auwai, TMK: (2) 3-5-004:018 | DOM, | 0.00060 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 81 | 2312 | 6022 | Kaui Kahalekai | South Waihee Kuleana Auwai, Various TMKs | AGR; | 0.25380 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 82 | 2313 | 6022 | Charlene E./ Jacob H. Kana, Sr. | South Waihee Kuleana Auwai, Various TMKs | AGR, | 0.02520 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 83 | 2315 | 6001 | Leinaala M Kihm | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM, | 0.00220 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 84 | 2316 | 6022 | Aloha Poi Factory, Inc | South Waihee Kuleana Auwai, Various TMKs | AGR, | 0.06200 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |

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**If a public hearing is required, applications go before the CWRM within 180 days, otherwise within 90 days

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| SWUP ID | Event ID | Hydro Unit | Applicant / Petitioner | Water Source | Water Use Category | Amount (mgd) | Accept Date | Public Notice | Objection Deadline | Appurt. Claim | 90-day Deadline | Ob | 180-day Deadline |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 85 | 2316 | 6022 | Aloha Poi Factory, Inc. | South Waihee Kuleana Auwai, Various TMKs | AGR; DOM; | 0.09643 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 86 | 2320 | 6022 | Aloha Poi Factory, Inc. | South Waihee Kuleana Auwai, Various TMKs | AGR; | 0.07200 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 87 | 2322 | 6022 | Aloha Poi Factory, Inc. | North Waihee Kuleana Auwai, Various TMKs | AGR; | 0.07200 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 88 | 2324 | 6022 | Aloha Poi Factory, Inc. | North Waihee Kuleana Auwai, Various TMKs | AGR; | 0.05400 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 90 | 2326 | 6022; 6023 | Aloha Poi Factory, Inc. | North Waiehu Kuleana Auwai, Various TMKs | AGR; | 0.17427 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 91 | 2328 | 6023; | Aloha Poi Factory, Inc. | North Waiehu Kuleana Auwai, Various TMKs | AGR; | 0.12288 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 92 | 2330 | 6022; 6023 | Aloha Poi Factory, Inc. | North Waiehu Kuleana Auwai, Various TMKs | AGR; | 0.07704 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 93 | 2332 | 6001 | Victor & Wallette Pellegrino | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | AGR; DOM; | 0.06440 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 94 | 2334 | 6022 | Burt H. Sakata & Peter Fritz | South Waihee Kuleana Auwai, Various TMKs | DOM; | 0.00425 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 95 | 2336 | 6001 | Alfred Santiago & Colin Kailiponi | South Waikapu Ditch, Various TMKs | AGR; | 0.28800 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 96 | 2298 | 6022 | Mr. John Varel | , Various TMKs | AGR; DOM; | 0.02550 | 04/29/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/28/2009 | ☑ | 10/26/2009 |
| 97 | 2338 | 6001 | Melvin Riyu & Judith Yamanoue | Waiko Road Kuleana Ditch, TMK: (2) 3-5-004:018 | DOM; | 0.00192 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 98 | 2304 | 6024 | DLNR Division of State Parks, State of Hawaii | , TMK: (2) 3-3-003:012 | AGR; | 0.00500 | 04/27/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/26/2009 | ☑ | 10/24/2009 |
| 99 | 2171 | 6023 | Renee Molina | Spreckels Ditch, Various TMKs | AGR; | 0.00173 | 04/29/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/28/2009 | ☑ | 10/26/2009 |
| 101 | 2144 | 6022 | Living Waters Land Foundation | Waihee Ditch, Various TMKs | AGR; | 0.02294 | 04/29/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☐ | 7/28/2009 | ☑ | 10/26/2009 |
| 102 | 2294 | 6022 | Bryan Sarasin, Sr | South Waihee Kuleana Auwai, Various TMKs | AGR; DOM; | 1.03504 | 04/29/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/28/2009 | ☑ | 10/26/2009 |
| 103 | 2292 | 6001; 6024 | Mr. Leslie J. Vida, Sr. | , Various TMKs | AGR; | 0.00051 | 04/29/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/28/2009 | ☑ | 10/26/2009 |

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| SWUP ID | Event ID | Hydro Unit | Applicant / Petitioner | Water Source | Water Use Category | Amount (mgd) | Accept Date | Public Notice | Objection Deadline | Appurt. Claim | 90-day Deadline | Ob | 180-day Deadline |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 104 | 2293 | 6001; 6024 | Mr. Leslie J. Vida, Sr. | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR; | 0.00008 | 04/29/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/28/2009 | ☑ | 10/26/2009 |
| 105 | 2348 | 6022 | Michael Bailie | Spreckels Ditch, Various TMKs | DOM, | 0.00184 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/30/2009 | ☑ | 10/28/2009 |
| 107 | 2181 | 6022; 6023; 6024 | Kaanapali Kai, Inc. | Wailuku Water System, Various TMKs | DOM; | 0.00460 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/30/2009 | ☑ | 10/28/2009 |
| 108 | 2354 | 6001; 6022; 6023; 6024 | Fong Construction Company Inc | Wailuku Water System, Various TMKs | IND; | 0.00400 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/30/2009 | ☑ | 10/28/2009 |
| 109 | 2285 | | Michael Vida | , Various TMKs | | | | | | ☐ | | ☐ | |
| 110 | 2282 | | Waikapu Ranch Company LLC | , Various TMKs | | | | | | ☐ | | ☐ | |
| 111 | 2355 | 6023 | Fred W Coffey | North Waiehu Kuleana Auwai, Various TMKs | AGR; DOM; | 0.00064 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/30/2009 | ☑ | 10/28/2009 |
| 112 | 2356 | 6001 | Waikapu Properties, LLC | Wailuku Water System, Various TMKs | AGR; | 0.51671 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/30/2009 | ☑ | 10/28/2009 |
| 113 | 2043 | 6022; 6023 | El Ranchitos De Mello | Waihee Ditch, Various TMKs | AGR; | 0.03100 | 05/04/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 8/2/2009 | ☑ | 10/31/2009 |
| 117 | 2342 | 6023 | Paul & Jennifer Higashino | Kuleana Auwai from Waihee Ditch, Various TMKs | AGR, DOM; | 0.69270 | 04/30/2009 | 05/22/2009<br>05/29/2009 | 06/15/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 118 | 2341 | | Ms Sharlee Dieguez | , Various TMKs | | | | | | ☐ | | ☐ | |
| 119 | 2344 | 6023 | Alex and Janet Lessin | Waihee Ditch, Various TMKs | AGR; | 0.27500 | | | | ☐ | | ☐ | |
| 120 | 2339 | 6001 | Roger and Kevin Yamaoka | Iao-Waikapu Ditch, TMK (2) 3-5-003:001 | DOM, | 0.00195 | 04/30/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 121 | 2347 | | Ms Stefanie Tome | , Various TMKs | | | | | | ☐ | | ☐ | |
| 122 | 2345 | 6024 | Standford Carr Development, LLC | Iao-Waikapu Ditch, TMK. (2) 3-5-003:001 | IND, | 0.06390 | 04/30/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 123 | 2350 | 6024 | Towne Realty of Hawaii, Inc./, Wailuku Kuakahi, LLC | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR, | 0.02130 | 04/30/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |
| 125 | 2349 | 6024 | c/o Endurance Investors, LLC and, Association of Il Wai Hui, LP | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR; | 0.00036 | 04/30/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☐ | 7/29/2009 | ☑ | 10/27/2009 |

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November 29, 2010

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|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 126 | 2204 | 6024; 6001 | Glenn K. McLean | Iao-Waikapu Ditch, TMK: (2) 3-5-003:001 | AGR; | 0.00100 | 04/22/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/21/2009 | ☑ | 10/19/2009 |
| 127 | 2187 | 6022 | Milla Puliatch | Kuleana Ditch from Waihee Stream, Various TMKs | AGR; | 0.00864 | 04/09/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/8/2009 | ☑ | 10/6/2009 |
| 128 | 2303 | 6001; 6024 | Robert D Pinto | Everett Ditch, Various TMKs | AGR; | 0.00020 | 04/28/2009 | 05/29/2009<br>06/05/2009 | 06/22/2009 | ☑ | 7/27/2009 | ☑ | 10/25/2009 |
| 130 | 2352 | 6001 | U.S. Fish and Wildlife Service | , Various TMKs | IRR, | | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/30/2009 | ☑ | 10/28/2009 |
| 131 | 2353 | 6022 | Mr. Peter Winn | , Various TMKs | AGR; | 0.10800 | 05/01/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/30/2009 | ☑ | 10/28/2009 |
| 132 | 2340 | 6023 | Rudy & Perlita Fernandez | , Various TMKs | AGR, | 0.12500 | 04/30/2009 | 06/05/2009<br>06/12/2009 | 06/26/2009 | ☑ | 7/29/2009 | ☑ | 10/27/2009 |
| 133 | 2381 | 6022 | Koolau Cattle Co. | , Various TMKs | | | | | | ☐ | | ☐ | |
| 134 | 2378 | | Spencer Homes, Inc. | , Various TMKs | | | | | | ☐ | | ☐ | |
| 195 | 2284 | | Robert Vida | , Various TMKs | | | | | | ☐ | | ☐ | |
| 196 | 2286 | | Michael Vida | , Various TMKs | | | | | | ☐ | | ☐ | |

**125 records for the island of Maui** **Total use (MGD): 61.68555**

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**PUBLIC HEARING NOTICE**

Applications for Surface Water Use Permits -- Existing Uses
Na Wai Eha Surface Water Management Areas
(Waihee, Waiehu, Iao and Waikapu Streams) Maui

The following applications for surface water use permits for existing uses to continue uses existing as of April 30, 2009, within these water management areas have received objections and are subject to a public hearing pursuant to Hawaii Revised Statutes (HRS) §174C-50(b), §174C-50 (h), and §174C-53. This public hearing will be held:

**DECEMBER 1 and 2, 2010**
**9:00 A.M. to 5 P.M.**
**Paia Community Center**
**Hana Highway**
**Paia, HI 96779**

The Hearing Officers will gather further testimony and information on these applications pursuant to HRS §174C-49(a), §174C-50(b), and §174C-50(h). Testimony should establish that the existing use of water:

1. Can be accommodated with the available water source;
2. Is a reasonable-beneficial* use as defined in section HRS §174C-3;
3. Will not interfere with any existing legal use of water;
4. Is consistent with the public interest**;
5. Is consistent with state and county general plans and land use designations;
6. Is consistent with county land use plans and policies; and
7. Will not interfere with the rights of the department of Hawaiian home lands as provided in section 221 of the Hawaiian Homes Commission Act.

*Reasonable and beneficial use is "...the use of water in such a quantity as is necessary for economic and efficient utilization, for a purpose, and in a manner which is both reasonable and consistent with the state and county land use plans and the public interest." (HRS §174C-3) (An analysis of reasonable and beneficial use also includes: practicable potable and non-potable alternatives such as municipal sources, wastewater reuse, ditch system, desalinization, surface water, conservation and other measures; and quantity of water requested.)

**Public interest is defined as: "The state water code shall be liberally interpreted to obtain maximum beneficial use of the waters of the State for purposes such as domestic uses, aquaculture uses, irrigation and other agricultural uses, power development, and commercial and industrial uses. However, adequate provision shall be made for the protection of traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and the preservation and enhancement of waters of the State for municipal uses, public recreation, public water supply, agriculture, and navigation. Such objectives are declared to be in the public interest." (HRS §174C-2 (c))

The public hearing will be scheduled as follows.

**Wednesday, December 1, 2010**
9:00 AM - 12:00 PM
Multiple hydrologic units

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| County of Maui, Department of Water Supply | 1 | Various (AGROTH); Various (DOM); Various (DOMNCB); Various (DOMNOTH); Various (DOMNRI); Various (DOMNSC); Various (INDOTH); Various (IRRGC); Various (IRRHOT); Various (IRROTH); Various (MUNCO) | 1.784 |
| Wailuku Water Company | 11 | Various (IRROTH) | 3.174 |
| Hawaiian Commercial & Sugar Co. | 14 | (2) 3-8-005:023 (AGRCP); (2) 3-6-004:006 (AGRCP); (2) 3-6-004:003 (AGRCP); (2) 3-6-002:003 (AGRCP); (2) 3-6-002:001 (AGRCP) | 10.58 |
| Hawaiian Commercial & Sugar Co. | 15 | (2) 3-8-005:036 (AGRCP); (2) 3-8-008:035 (AGRCP); (2) 3-8-008:008 (AGRCP); (2) 3-8-006:003 (AGRCP); (2) 3-8-006:001 (AGRCP); (2) 3-8-005:018 (AGRCP); (2) 3-8-005:017 (AGRCP); (2) 3-8-005:003 (AGRCP); (2) 3-5-005:002 (AGRCP) | 36.29 |

**Wednesday, December 1, 2010**
**1:00 PM - 2:00 PM**
Waihee hydrologic unit: Waihee Ditch and North Waihee kuleana ditch

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Richard Emoto | 30 | (2) 3-2-004:012 (AGRCP); (2) 3-2-004:011 (AGRCP); (2) 3-2-004:011 (DOM) | 0.432 |
| Stanley Faustino | 31 | (2) 3-2-004:013 (AGRCP) | 0.021 |
| Diannah K. Goo | 34 | (2) 3-2-004:007 (AGRCP) | 0.0543 |
| Cristal Koki | 47 | (2) 3-2-003:037 (DOM); (2) 3-2-003:004 (DOM) | 0.00157 |
| David & Katherine Lengkeek | 48 | (2) 3-2-003:019 (DOM) | 0.00025 |
| Michael Rodrigues | 57 | (2) 3-2-004:017 (AGRCP); (2) 3-2-004:016 (AGRCP); (2) 3-2-004:015 (AGRCP); (2) 3-2-004:017 (DOM) | 0.474 |
| Lorrin Pang | 69 | (2) 3-2-003:016 (AGRAQ); (2) 3-2-003:016 (AGRCP); (2) 3-2-003:016 (AGRON) | 0.0108 |
| William Freitas | 79 | (2) 3-2-003:011 (AGRCP); (2) 3-2-003:010 (AGRCP) | 0.069 |
| Aloha Poi Factory, Inc. | 87 | (2) 3-2-003:023 (AGRCP); (2) 3-2-003:024 (AGRCP) | 0.072 |
| Aloha Poi Factory, Inc. | 88 | (2) 3-2-003:002 (AGRCP) | 0.054 |
| John Varel | 96 | (2) 3-2-001:001 (AGRCP); (2) 3-2-001:001 (AGRON); (2) 3-2-001:001 (DOM) | 0.0255 |

**Wednesday, December 1, 2010**
**2:00 PM - 3:30 PM**
Waihee hydrologic unit: South Waihee kuleana ditch and field 4 auwai

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Cordell Chang | 26 | (2) 3-2-006:004 (AGRCP) | 0.00113 |
| Michael Doherty | 29 | (2) 3-2-005:008 (AGRCP); (2) 3-2-005:006 (AGRCP); (2) 3-2-005:007 (AGRCP); (2) 3-2-005:007 (DOM) | 0.30225 |
| Diannah K. Goo | 33 | (2) 3-2-011:079 (DOM); (2) 3-2-011:065 (DOM); (2) 3-2-011:066 (DOM); (2) 3-2-011:067 (DOM); (2) 3-2-011:019 (DOM); (2) 3-2-011:006 (DOM) | 0.0036 |
| Kenneth Kahalekai | 45 | (2) 3-2-005:027 (AGRCP); (2) 3-2-004:019 (AGRCP); (2) 3-2-004:003 (AGRCP); (2) 3-2-005:002 (AGRCP); (2) 3-2-005:029 (DOM); (2) 3-2-004:003 (DOM) | 1.1589 |
| Kalani & Tera Paleka | 53 | (2) 3-2-005:035 (AGRCP); (2) 3-2-005:035 (DOM); (2) 3-2-005:041 (DOM) | 0.06185 |
| Piko Ao, LLC | 54 | (2) 3-2-006:008 (AGRCP); (2) 3-2-006:008 (AGRCP); (2) 3-2-006:008 (DOM) | 0.06118 |
| Noel & Katherine Texeira | 63 | (2) 3-2-007:010 (DOM) | 0.00099 |
| Thomas & Patricia Texeira & Denise Texeira | 64 | (2) 3-2-005:031 (AGRAQ); (2) 3-2-005:032 (DOM); (2) 3-2-005:031 (DOM) | 0.00485 |
| Kaui Kahalekai | 81 | (2) 3-2-005:022 (AGRCP); (2) 3-2-005:023 (AGRCP) | 0.2538 |
| Charlene E./ Jacob H. Kana, Sr. | 82 | (2) 3-2-006:018 (AGRCP); (2) 3-2-006:001 (AGRCP) | 0.0252 |
| Aloha Poi Factory, Inc. | 84 | (2) 3-2-006:011 (AGRCP); (2) 3-2-006:010 (AGRCP) | 0.062 |
| Aloha Poi Factory, Inc. | 86 | (2) 3-2-005:020 (AGRCP) | 0.072 |
| Burt H. Sakata & Peter Fritz | 94 | (2) 3-2-005:039 (DOM); (2) 3-2-005:019 (DOM); (2) 3-2-005:013 (DOM); (2) 3-2-005:011 (DOM) | 0.00425 |
| Bryan Sarasin, Sr. | 102 | (2) 3-2-007:016 (AGRAQ); (2) 3-2-007:016 (AGRCP); (2) 3-2-007:016 (AGRON); (2) 3-2-007:016 (DOM) | 1.03504 |
| Milla Puliatch | 127 | (2) 3-2-006:010 (AGRCP) | 0.00864 |
| Peter Winn | 131 | (2) 3-2-007:005 (AGRCP); (2) 3-2-007:001 (AGRCP) | 0.108 |
| Alfred Kailiehu Jr. | 46 | (2) 3-2-007:017 (AGRCP); (2) 3-2-007:017 (DOM) | 0.00143 |
| Aloha Poi Factory, Inc. | 85 | (2) 3-2-007:018 (AGRCP); (2) 3-2-007:018 (DOM) | 0.09643 |

**Wednesday, December 1, 2010**
**3:30 PM - 5:00 PM**
Waiehu hydrologic unit: all water systems

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Donnalee & David Singer | 74 | (2) 3-2-018:034 (AGRCP); (2) 3-2-018:015 (AGRCP); (2) 3-2-018:009 (AGRCP); (2) 3-2-018:017 (AGRCP); (2) 3-2-018:014 (AGRCP) | 0.43063 |
| Aloha Poi Factory, Inc. | 90 | (2) 3-2-018:044 (AGRCP); (2) 3-2-018:021 (AGRCP) | 0.17427 |
| Aloha Poi Factory, Inc. | 91 | (2) 3-2-018:015 (AGRCP) | 0.12288 |
| Aloha Poi Factory, Inc. | 92 | (2) 3-2-018:040 (AGRCP) | 0.07704 |
| Alex Buttaro | 77 | (2) 3-2-018:005 (DOM) | 0.0006 |
| Fred W. Coffey | 111 | (2) 3-2-018:003 (AGRON); (2) 3-2-018:003 (DOM) | 0.00064 |
| Rudy & Perlita Fernandez | 132 | (2) 3-2-018:006 (AGRCP) | 0.125 |
| Lawrence Miyahira | 50 | (2) 3-3-002:009 (AGRCP); (2) 3-3-002:010 (DOM); (2) 3-3-002:021 (DOM); (2) 3-3-002:009 (DOM) | 0.15402 |
| Renee Molina | 99 | (2) 3-3-002:009 (AGRAQ); (2) 3-3-002:009 (IRRLA) | 0.00173 |
| Living Waters Land Foundation | 101 | (2) 3-2-013:015 (AGRCP) | 0.02294 |
| Heinz Jung | 10 | (2) 3-2-016:001 (DOM) | 0.00068 |
| Robert L. Hanusa | 17 | (2) 3-2-016:025 (DOM) | 0.00091 |
| Michael Bailie | 105 | (2) 3-2-016:004 (DOM) | 0.00184 |
| Regino Cabacungan | 25 | (2) 3-2-017:023 (DOM) | 0.0006 |
| Isabelle Rivera | 55 | (2) 3-2-017:012 (DOM) | 0.0006 |
| Francisco Cerizo | 78 | (2) 3-3-002:012 (AGRCP); (2) 3-3-002:012 (DOM) | 0.02142 |
| Paul & Jennifer Higashino | 117 | (2) 3-2-016:017 (AGRCP); (2) 3-2-016:017 (DOM) | 0.6927 |

**Thursday, December 2, 2010**
**9:00 AM - 10:00 AM**
Iao hydrologic unit: Iao-Maniania/Waikapu and Puuohala kuleana ditch

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Gary & Evelyn Brito | 23 | (2) 3-3-002:029 (AGRCP); (2) 3-3-002:029 (DOM) | 0.00849 |
| Valentine Haleakala | 36 | (2) 3-3-002:003 (DOM) | 0.0006 |
| Kenneth Mendoza | 49 | (2) 3-3-002:025 (DOM) | 0.0006 |
| Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | 66 | (2) 3-3-017:VAR (IRRLA) | 0.15877 |
| Wailuku Country Estates Community Association, c/o Maui Land Broker and Property Management, Inc. | 67 | (2) 3-3-017:VAR (AGRCP); (2) 3-3-017:VAR (AGRLI); (2) 3-3-017:VAR (AGRON); (2) 3-3-017:VAR (IRRLA) | 0.2109 |
| Towne Realty of Hawaii, Inc./, Wailuku Kuakahi, LLC | 123 | (2) 3-5-002:003 (AGRLI); (2) 3-5-002:003 (AGRON) | 0.0213 |

**Thursday, December 2, 2010**
**10:00 AM - 11:30 AM**
Iao hydrologic unit: Waiko Road kuleana ditch

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Dorothy T. Bell | 20 | (2) 3-5-012:011 (DOM) | 0.00144 |
| Douglas Bell | 21 | (2) 3-5-012:008 (DOM) | 0.00216 |
| Alan Birnie | 22 | (2) 3-5-012:010 (DOM) | 0.00061 |
| James Phillip Dodd | 28 | (2) 3-5-012:005 (DOM) | 0.00411 |
| Patricia Z. Federcell | 32 | (2) 3-5-012:005 (DOM) | 0.00411 |
| Russel Gushi | 35 | (2) 3-5-012:015 (DOM) | 0.0006 |
| Karl & Lee Ann Harders | 37 | (2) 3-5-012:013 (DOM) | 0.0006 |
| T&Z Harders FAM LTD PTNSHP; EH Rogers; WF Rogers | 38 | (2) 3-5-012:007 (DOM); (2) 3-5-012:006 (DOM) | 0.0012 |
| Theodore & Zelie Harders | 39 | (2) 3-5-012:016 (DOM) | 0.0006 |

| | | | |
|---|---|---|---|
| T&Z Harders FAM LTD PTNSHP; EH Rogers; WF Rogers | 40 | (2) 3-5-004:028 (AGRCP); (2) 3-5-004:028 (DOM) | 0.02068 |
| Elsie Miyamoto | 51 | (2) 3-5-012:009 (DOM) | 0.0006 |
| Katherine T. Riyu | 56 | (2) 3-5-012:028 (DOM) | 0.00123 |
| Waldemar & Darlene Rogers | 58 | (2) 3-5-012:012 (DOM) | 0.0006 |
| Ione Shimizu | 61 | (2) 3-5-012:031 (AGRCP); (2) 3-5-012:031 (DOM) | 0.01105 |
| Warren K.H. Soong | 62 | (2) 3-5-012:026 (DOM) | 0.00448 |
| Theodore & Zelie Harders | 80 | (2) 3-5-012:039 (DOM) | 0.0006 |
| Leinaala M. Kihm | 83 | (2) 3-5-012:001 (DOM) | 0.0022 |
| Victor & Wallette Pellegrino | 93 | (2) 3-5-012:023 (AGRCP); (2) 3-5-012:020 (DOM); (2) 3-5-012:023 (DOM) | 0.0644 |
| Melvin Riyu & Judith Yamanoue | 97 | (2) 3-5-012:027 (DOM) | 0.00192 |

**Thursday, December 2, 2010**
**12:30 PM - 2:00 PM**
Iao hydrologic unit: Waiko Road kuleana ditch

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Kihei Gardens & Landscaping Co. LLP | 3 | (2) 3-5-002:017 (AGRON) | 0.03326 |
| Charles Dando, Sr. & Jr. | 8 | (2) 3-5-030:116 (DOM) | 0.00174 |
| Waiolani Mauka Community Association | 12 | (2) 3-5-032:VAR (IRRLA); (2) 3-5-032:106 (IRRPA) | 0.07547 |
| Leslie Vida, Jr. | 16 | (2) 3-5-004:091 (AGROTH) | 0.005 |
| Makani Olu Partners LLC | 18 | (2) 3-5-004:018 (AGRCP); (2) 3-5-004:014 (AGRCP); (2) 3-5-004:018 (AGRLI); (2) 3-5-004:018 (AGRON); (2) 3-5-004:014 (AGRON); (2) 3-5-004:018 (IRRLA); (2) 3-5-004:014 (IRROTH) | 0.01795 |
| ROJAC Trucking, Inc. | 72 | (2) 3-5-027:017 (DOMNCB); (2) 3-5-027:018 (DOMNCB); (2) 3-5-027:019 (IRRLA) | 0.00515 |
| Leslie J. Vida, Sr. | 103 | (2) 3-5-004:056 (AGROTH) | 0.00051 |
| Leslie J. Vida, Sr. | 104 | (2) 3-5-004:045 (DOM) | 0.00008 |
| Roger and Kevin Yamaoka | 120 | (2) 2-3-004:038 (DOM); (2) 2-3-004:039 (DOM) | 0.00195 |
| Stanford Carr Development, LLC | 122 | (2) 3-5-001:067 (INDOTH) | 0.0639 |
| John Duarte, c/o Endurance Investors, LLC and, Association of Il Wai Hui, LLP | 125 | (2) 3-5-002:002 (AGRLI); (2) 3-5-002:002 (AGRON) | 0.00036 |
| Glenn K. McLean | 126 | (2) 3-5-004:057 (AGRCP) | 0.001 |
| Robert D. Pinto | 128 | (2) 3-5-004:041 (AGRCP); (2) 3-5-004:051 (AGRCP) | 0.0002 |

**Thursday, December 2, 2010**
**2:00 PM - 3:30 PM**
Iao hydrologic unit: Wailuku town kuleana ditch, Piihana kuleana pipe, and Iao Stream

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| Charles Dando, Sr. & Jr. | 6 | (2) 3-4-033:014 (DOM) | 0.00171 |
| Vernon Bal | 19 | (2) 3-4-007:042 (DOM) | 0.0006 |
| Winifred/Gordon Cockett | 27 | (2) 3-4-031:008 (DOM) | 0.00094 |
| Darrell Higa | 41 | (2) 3-4-004:016 (DOM); (2) 3-4-004:017 (DOM) | 0.0012 |
| Hoolulahui LLC | 42 | (2) 3-5-003:018 (AGRCP); (2) 3-5-003:018 (DOM) | 0.0266 |
| Greg Ibara | 43 | (2) 3-4-004:020 (AGRCP) | 0.0021 |
| Vanessa J. Ince & WS Kinzer | 44 | (2) 3-4-004:019 (AGRCP); (2) 3-4-004:019 (DOM) | 0.00109 |
| Alfred Santiago | 59 | (2) 3-4-024:027 (AGRCP); (2) 3-4-024:022 (AGRCP) | 0.01 |
| Duke & Jean Sevilla & Christina Smith | 60 | (2) 3-3-001:001 (DOM); (2) 3-3-001:041 (DOM); (2) 3-3-001:054 (DOM) | 0.0042 |
| Steve Haller | 70 | (2) 3-4-031:001 (AGRCP); (2) 3-4-031:001 (AGRON) | 0.01952 |
| DLNR Division of State Parks, State of Hawaii | 98 | (2) 3-3-003:002 (AGRCP) | 0.005 |
| Kaanapali Kai, Inc. | 107 | (2) 3-4-014:060 (DOM) | 0.0046 |
| El Ranchitos De Mello | 113 | (2) 3-4-024:027 (AGRCP); (2) 3-4-024.022 (AGRCP) | 0.031 |

**Thursday, December 2, 2010**
**3:30 PM - 5:00 PM**
Waikapu hydrologic unit: all water systems

| Applicant | SWUP ID | TMK (End Use*) | Qty (mgd) |
|---|---|---|---|
| David Niehaus | 4 | (2) 3-5-002:007 (AGROTH); (2) 3-5-002:007 (IRRHM) | 0.048 |
| Nadao Makimoto | 7 | (2) 3-6-006:021 (DOM) | 0.0104 |
| Clayton Suzuki | 9 | (2) 3-6-006:013 (AGRCP); (2) 3-6-006:022 (AGRLI); (2) 3-6-006:013 (AGRLI); (2) 3-6-006:013 (DOM); (2) 3-6-006:009 (DOM) | 0.01738 |
| MMK Maui, LP, The King Kamehameha Golf Club | 13 | (2) 3-6-004:014 (IRRGC); (2) 3-6-004:012 (IRRGC); (2) 3-6-004:011 (IRRGC); (2) 3-6-004:010 (IRRGC) | 1.2927 |
| John Minamina Brown Trust | 24 | (2) 3-6-006:029 (AGRCP); (2) 3-6-006:025 (AGRCP); (2) 3-6-006:029 (DOM); (2) 3-6-006:025 (DOM) | 0.0903 |
| Jinsei Miyashiro Trust | 52 | (2) 3-6-006:027 (DOM) | 0.00286 |
| MTP Operating Company LLC, DBA Maui Tropical Plantation | 65 | (2) 3-6-005:007 (AGRCP); (2) 3-6-005:007 (AGRON); (2) 3-6-005:007 (IRRLA) | 0.12453 |
| Hawaiian Cement | 68 | (2) 3-8-007:101 (INDMI) | 0.00996 |
| Pohakulepo Recycling, LLC | 71 | (2) 3-6-004:007 (INDMI); (2) 3-6-004:007 (INDMI) | 0.00856 |
| Nobriga's Ranch | 73 | (2) 3-6-001:018 (AGRLI); (2) 3-6-001:018 (IRROTH) | 0.02578 |
| Alfred Santiago & Colin Kailiponi | 95 | (2) 3-6-006:024 (AGRCP); (2) 3-6-005:019 (AGRCP) | 0.288 |
| Fong Construction Company Inc. | 108 | Various (INDMI) | 0.004 |
| Waikapu Properties, LLC | 112 | (2) 3-6-004:003 (AGRCP) | 0.51671 |
| U.S. Fish and Wildlife Service | 130 | (2) 3-8-005:002 (IRROTH) | |

*END USE TYPES:

AGRICULTURE
- AGRAQ Aquatic Plants & Animals
- AGRCP Crops & Processing
- AGRLI Livestock & Processing, and Pasture
- AGRON Ornamental & Nursery Plants
- AGROTH Other

DOMESTIC
- DOM Single & Multi Low Rise & High-Rise Household
- DOMN Domestic (Non-residential)
- DOMNCB Commercial Businesses
- DOMNOTH Domestic Non-Residential – Other
- DOMSC Schools

INDUSTRIAL
- INDMI Mining, Dust Control
- INDOTH Industrial – Other

IRRIGATION
- IRRGC Golf Course
- IRRHM Habitat Maintenance
- IRRLA Landscape/Water Features
- IRRHOT Hotels
- IRROTH Other
- IRRPA Parks

MUNICIPAL
- MUNCO County

Materials related to the noticed items are available for review at the Commission office located at 1151 Punchbowl St., Rm 227, Honolulu, online at www.hawaii.gov/dlnr/cwrm/nawaiehaswma.htm, and will also be available at this public hearing.

Following the close of the hearing, Commission staff recommendations on these applications will be forwarded to the Commission for action at a later date based on the available information.

Any person may testify or present additional information on the public hearing subject matter. If you have a legal interest that may be adversely affected by a proposed application, you have a right to request an administrative contested case hearing (Hawaii Administrative Rules (HAR) §13-167-52(a)). However, you must make the request for such a hearing either orally or in writing by the close of public hearing and file (or mail and postmark) a written petition for a contested case with the Commission within ten (10) days after the close of the public hearing. Petition forms are available from the Commission.

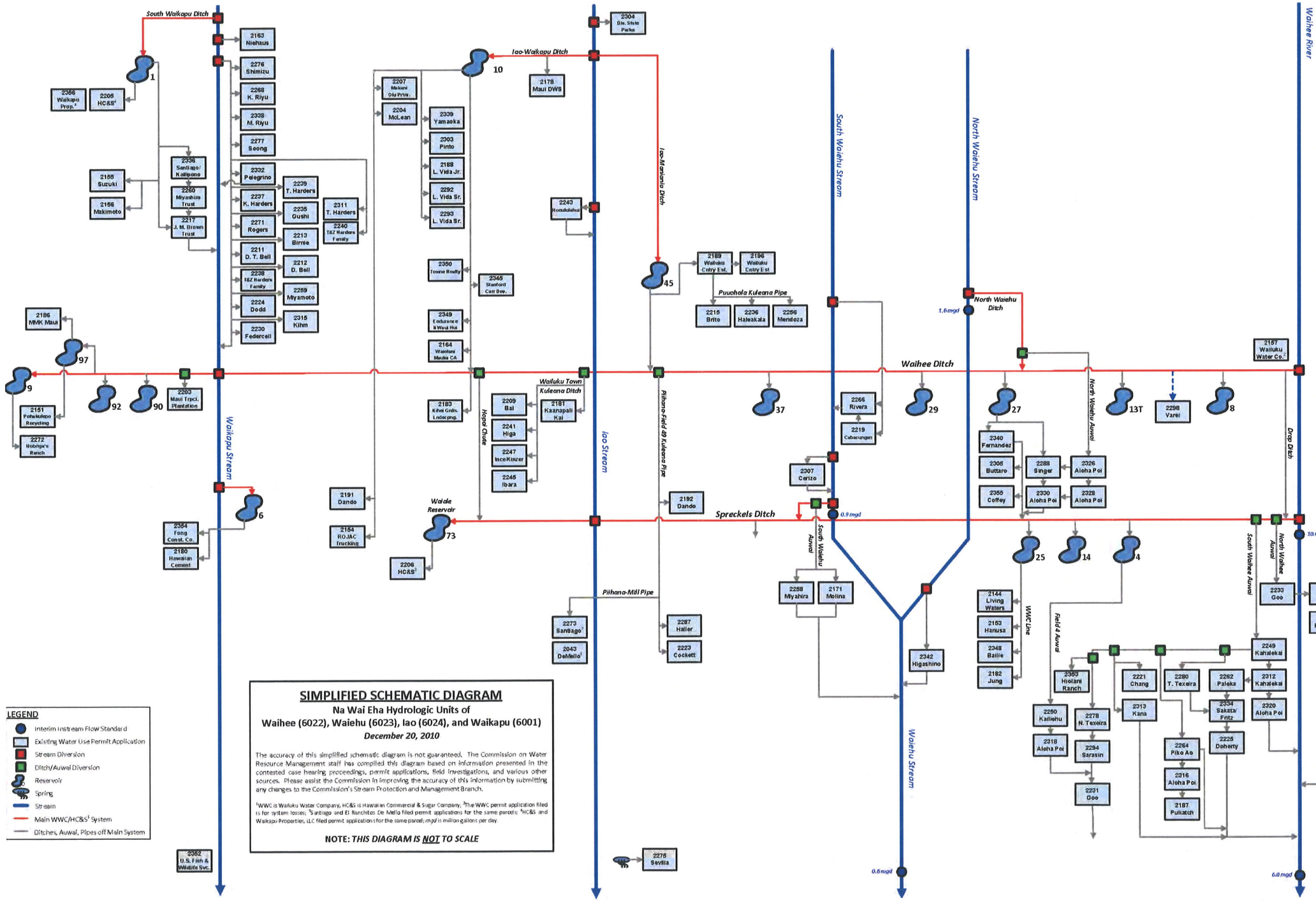
If you do not make a request or fail to file a timely written petition for contested case hearing on a particular application noticed herein with the Commission, the consequence is that you will be precluded from later obtaining a contested case hearing and seeking judicial review of any adverse decision (HAR Chapter 13-167).

Disabled individuals planning to attend the public hearing are asked to contact the Commission at the above address or phone (Kauai) 274-3141 ext. 70214, (Maui) 984-2400 ext. 70214, (Hawaii) 974-4000 ext. 70214, (Molokai or Lanai) 1-800-GOV-INHI ext. 70214 or 587-0214 **at least three days in advance of the public hearing** to indicate if they have special needs that require accommodation.

COMMISSION ON WATER RESOURCE MANAGEMENT

LENORE N. OHYE, Acting Deputy Director
LAURA H. THIELEN, Chairperson

Dated: October 22, 2010
Publish in: Maui News issue of November 1, 2010




LEGEND

- Interim Instream Flow Standard
- Existing Water Use Permit Application
- Stream Diversion
- Ditch/Auwai Diversion
- Reservoir
- Spring
- Stream
- Main WWC/HC&S[1] System
- Ditches, Auwai, Pipes off Main System

## SIMPLIFIED SCHEMATIC DIAGRAM

**Na Wai Eha Hydrologic Units of**
**Waihee (6022), Waiehu (6023), Iao (6024), and Waikapu (6001)**
***December 20, 2010***

The accuracy of this simplified schematic diagram is not guaranteed. The Commission on Water Resource Management staff has compiled this diagram based on information presented in the contested case hearing proceedings, permit applications, field investigations, and various other sources. Please assist the Commission in improving the accuracy of this information by submitting any changes to the Commission's Stream Protection and Management Branch.

[1]WWC is Wailuku Water Company, HC&S is Hawaiian Commercial & Sugar Company; [2]The WWC permit application filed is for system losses; [3]Santiago and El Ranchitos De Mello filed permit applications for the same parcels; [4]HC&S and Waikapu Properties, LLC filed permit applications for the same parcel; *mgd* is million gallons per day.

**NOTE: *THIS DIAGRAM IS NOT TO SCALE***



EXHIBIT NO.
2189 WCEIC - 243

**EXHIBIT 6**

**WAILUKU COUNTRY ESTATES SUBDIVISION**

**Lots Affecting Land Commission Awards**

| F.P. 2367 Lot No. | Tax Map Key | Gross Lot Area (Ac.) | R.P. 7774, L.C.Aw. 3335 to Naonohi | | R.P. 6101, L.C.Aw. 3388 to Paiwi | | R.P. 6102, L.C.Aw. 3294-B: 2 to Moomooiki | | R.P. 5289, L.C.Aw. 3488 to Kaawa | | R.P. 5366, L.C.Aw. 377 to John Pilliter | | R.P. 7432, L.C.Aw. 3498 to Kaupe | | R.P. 6102, L.C.Aw. 3294-B: 1:M: 1 to Moomooiki | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) |
| 10 | 3-3-017: 10 | 2.504 | | | | | | | | | | | | | | |
| 11 | 3-3-017: 11 | 2.636 | | | | | | | | | | | | | | |
| 24 | 3-3-017: 24 | 2.819 | | | | | | | | | | | | | | |
| 29 | 3-3-017: 29 | 2.395 | | | | | | | | | | | | | | |
| 30 | 3-3-017: 30 | 2.360 | | | | | | | | | | | | | | |
| 31 | 3-3-017: 31 | 2.399 | | | | | | | | | | | | | | |
| 32 | 3-3-017: 32 | 2.173 | | | | | | | | | | | | | | |
| 34 | 3-3-017: 34 | 2.095 | | | | | | | | | | | | | | |
| 35 | 3-3-017: 35 | 2.783 | | | | | | | | | | | | | | |
| 36 | 3-3-017: 36 | 2.728 | | | | | | | | | | | | | | |
| 37 | 3-3-017: 37 | 2.043 | | | | | | | | | | | | | | |
| 41 | 3-3-017: 41 | 2.033 | | | | | | | | | | | | | | |
| 42 | 3-3-017: 42 | 2.212 | | | | | | | | | | | | | | |
| 43 | 3-3-017: 43 | 2.098 | | | | | | | | | | | | | | |
| 44 | 3-3-017: 44 | 2.116 | | | | | | | | | | | | | | |
| 45 | 3-3-017: 45 | 2.584 | | | | | | | | | | | | | | |
| 46 | 3-3-017: 46 | 2.216 | | | | | | | | | | | | | | |
| 47 | 3-3-017: 47 | 2.127 | | | | | | | | | | | | | | |
| 49 | 3-3-017: 49 | 2.131 | | | | | | | | | | | | | | |
| 50 | 3-3-017: 50 | 2.015 | | | | | | | | | | | | | | |
| 51 | 3-3-017: 51 | 2.122 | | | | | | | | | | | | | | |
| 54 | 3-3-017: 54 | 2.187 | | | | | | | | | | | | | | |
| 55 | 3-3-017: 55 | 2.817 | | | | | | | | | | | | | | |
| 56 | 3-3-017: 56 | 2.194 | | | | | | | | | | | | | | |
| 57 | 3-3-017: 57 | 2.029 | | | | | | | | | | | | | | |
| 58 | 3-3-017: 58 | 2.057 | | | | | | | | | | | | | | |
| 59 | 3-3-017: 59 | 2.040 | | | | | | | | | | | | | | |
| 60 | 3-3-017: 60 | 2.127 | | | | | | | | | | | | | | |
| 61 | 3-3-017: 61 | 3.392 | | | | | | | | | | | | | | |
| 64 | 3-3-017: 64 | 2.196 | | | | | | | | | | | | | | |
| 65 | 3-3-017: 65 | 2.076 | | | | | | | | | | | | | | |
| 68 | 3-3-017: 68 | 2.631 | | | | | | | | | | | | | | |
| 104 | 3-3-017: 104 | 2.027 | | | | | | | | | | | | | | |
| 105 | 3-3-017: 105 | 2.056 | | | | | | | | | | | | | | |
| 106 | 3-3-017: 106 | 2.190 | | | | | | | | | 4,697 | 5% | | | | |
| 107 | 3-3-017: 107 | 2.008 | | | | | | | | | 8,352 | 10% | | | | |
| 108 | 3-3-017: 108 | 2.040 | 1,261 | 1% | 763 | 1% | 551 | 1% | | | 23,110 | 26% | | | | |
| 109 | 3-3-017: 109 | 2.020 | 15,062 | 17% | 16,615 | 19% | 17,567 | 20% | | | 38,609 | 44% | | | | |
| 110 | 3-3-017: 110 | 2.245 | 10,718 | 11% | 5,929 | 6% | 6,407 | 7% | | | 31,555 | 32% | | | | |
| 111 | 3-3-017: 111 | 2.002 | 15,466 | 18% | | | | | | | 5,118 | 6% | | | | |
| 112 | 3-3-017: 112 | 2.228 | | | | | | | 572 | 1% | | | | | | |
| 113 | 3-3-017: 113 | 2.238 | | | | | | | 1,247 | 1% | | | | | | |
| 114 | 3-3-017: 114 | 2.442 | | | | | | | 26,441 | 25% | 7 | 0% | | | | |
| 115 | 3-3-017: 115 | 2.096 | | | | | | | 35,126 | 38% | 2,201 | 2% | | | 9,273 | 10% |
| 116 | 3-3-017: 116 | 2.423 | | | | | | | 46,946 | 44% | 10,152 | 10% | | | 3,798 | 4% |
| 117 | 3-3-017: 117 | 2.293 | | | | | | | 35,544 | 36% | 14,144 | 14% | | | | |
| 118 | 3-3-017: 118 | 2.316 | | | | | | | 1,714 | 2% | 2,086 | 2% | | | | |
| 119 | 3-3-017: 119 | 2.329 | | | | | | | | | | | | | | |
| 120 | 3-3-017: 120 | 2.184 | | | | | | | | | | | | | | |
| 121 | 3-3-017: 121 | 2.095 | | | | | | | | | | | | | | |
| 122 | 3-3-017: 122 | 2.028 | | | | | | | | | | | | | | |
| 123 | 3-3-017: 123 | 2.114 | | | | | | | | | | | | | | |
| 124 | 3-3-017: 124 | 2.043 | | | | | | | | | | | | | | |
| 125 | 3-3-017: 125 | 2.072 | | | | | | | | | | | | | | |
| 147 | 3-3-017: 147 | 2.319 | | | | | | | | | | | | | | |
| 148 | 3-3-017: 148 | 2.089 | | | | | | | | | | | | | | |
| 151 | 3-3-017: 151 | 2.096 | | | | | | | | | | | | | | |
| 152 | 3-3-017: 152 | 2.115 | | | | | | | | | | | | | | |
| 153 | 3-3-017: 153 | 2.006 | | | | | | | | | | | | | | |
| 154 | 3-3-017: 154 | 2.008 | | | | | | | | | | | | | | |
| 155 | 3-3-017: 155 | 2.034 | | | | | | | | | | | | | | |
| 156 | 3-3-017: 156 | 2.064 | | | | | | | | | | | | | | |
| 157 | 3-3-017: 157 | 2.551 | | | | | | | | | | | | | | |
| 158 | 3-3-017: 158 | 2.319 | | | | | | | | | | | | | | |
| 159 | 3-3-017: 159 | 2.344 | | | | | | | | | | | | | | |
| 160 | 3-3-017: 160 | 2.584 | | | | | | | | | | | | | | |
| 161 | 3-3-017: 161 | 2.569 | | | | | | | | | | | | | | |
| 162 | 3-3-017: 162 | 2.588 | | | | | | | | | | | | | | |
| 163 | 3-3-017: 163 | 2.882 | | | | | | | | | | | | | | |
| 170 | 3-3-017: 170 | 2.783 | | | | | | | | | | | | | | |
| 171 | 3-3-017: 171 | 2.046 | | | | | | | | | | | 22,225 | 25% | | |
| 172 | 3-3-017: 172 | 2.074 | | | | | | | | | | | 44,978 | 50% | 9,900 | 11% |
| 174 | 3-3-017: 174 | 2.087 | | | | | | | | | | | | | | |
| 175 | 3-3-017: 175 | 2.015 | | | | | | | | | | | | | | |
| 176 | 3-3-017: 176 | 2.118 | | | | | | | | | | | | | | |
| 177 | 3-3-017: 177 | 2.226 | | | | | | | | | | | | | | |
| 178 | 3-3-017: 178 | 2.460 | | | | | | | | | | | | | | |
| 179 | 3-3-017: 179 | 2.253 | | | | | | | | | | | | | | |
| 180 | 3-3-017: 180 | 2.338 | | | | | | | | | | | | | | |
| 181 | 3-3-017: 181 | 2.180 | | | | | | | | | | | | | | |
| 182 | 3-3-017: 182 | 2.154 | | | | | | | | | | | | | | |
| 183 | 3-3-017: 183 | 2.441 | | | | | | | | | | | | | | |
| 184 | 3-3-017: 184 | 2.118 | | | | | | | | | | | 465 | 1% | | |
| 185 | 3-3-017: 185 | 2.263 | | | | | | | | | | | | | | |
| 186 | 3-3-017: 186 | 6.726 | | | | | | | | | | | | | | |
| 187 | 3-3-017: 187 | 5.177 | | | | | | | | | | | | | | |
| 190 | 3-3-017: 190 | 3.472 | | | | | | | | | | | | | | |
| 193 | 3-3-017: 193 | 1.422 | | | | | | | | | | | | | | |
| 195 | 3-3-017: 195 | 0.224 | | | | | | | | | | | | | | |
| 196 | 3-3-017: 196 | 0.763 | | | | | | | | | | | | | | |
| 197 | 3-3-017: 197 | 1.999 | | | | | | | 7,994 | 9% | 2,605 | 3% | | | | |
| 198 | 3-3-017: 198 | 1.511 | | | | | | | 4,351 | 7% | 25,318 | 38% | | | | |
| 207 | 3-3-017: 207 | 0.758 | | | | | | | | | | | | | | |
| Total Area of L.C. Award Affected by Lots (sq. ft.) | | | 42,507 | | 23,306 | | 24,525 | | 159,935 | | 167,955 | | 67,669 | | 22,971 | |

| F.P. 2367 Lot No. | R.P. 7790, L.C.Aw. 2495: 1, 2, 3, and 4 to Kaiaholokuaau | | R.P. 5376, L.C.Aw. 406: 1 to Napela | | L.C.Aw. 3292 to Mua | | R.P. 997, L.C.Aw 453:2 to Kuihelani | | R.P. 5154, L.C.Aw. 3275-E to Kaleo | | R.P. 6630, L.C.Aw. 4461:1 and 2 to Kawaa | | R.P. 2009, L.C.Aw. 2436:1 and 3 to Kahaiki | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) |
| 10 | | | 23,364 | 21% | | | | | | | | | | |
| 11 | | | 56,793 | 49% | | | 2,061 | 2% | | | | | | |
| 24 | | | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | | |
| 30 | 5,188 | 5% | | | | | | | | | 36,160 | 35% | | |
| 31 | 6,641 | 6% | | | | | | | 6,232 | 6% | 46,064 | 44% | | |
| 32 | 7,459 | 8% | | | | | | | | | 34,173 | 36% | | |
| 34 | | | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | | | |
| 36 | | | | | | | | | | | | | | |
| 37 | 15,144 | 17% | | | | | | | | | 21,882 | 25% | | |
| 41 | 8,073 | 9% | | | | | | | | | | | | |
| 42 | | 0% | | | | | | | | | | | | |
| 43 | 26,043 | 28% | | | | | | | | | | | 9,930 | 11% |
| 44 | 43,423 | 47% | | | | | | | | | 25,650 | 28% | | |
| 45 | | | | | | | | | | | | | | |
| 46 | | | 9,709 | 10% | | | 16,981 | 18% | | | | | | |
| 47 | | | | | | | 24,334 | 26% | | | | | | |
| 49 | | | 6,103 | 7% | | | 1,325 | 1% | | | | | | |
| 50 | | | 7,299 | 8% | | | | | | | | | | |
| 51 | | | 17,809 | 19% | | | | | | | | | | |
| 54 | | | | | | | | | | | | | | |
| 55 | | | | | | | | | | | | | | |
| 56 | | | | | | | | | | | | | | |
| 57 | | | | | | | | | | | | | | |
| 58 | | | | | | | | | | | | | | |
| 59 | | | | | | | | | | | | | | |
| 60 | | | | | | | | | | | | | | |
| 61 | | | | | | | | | | | | | | |
| 64 | | | | | | | | | | | | | | |
| 65 | | | | | | | | | | | | | | |
| 68 | | | | | | | | | | | | | | |
| 104 | | | | | | | | | | | | | | |
| 105 | | | | | | | | | | | | | | |
| 106 | | | | | | | | | | | | | | |
| 107 | | | | | 37,321 | 43% | | | | | | | | |
| 108 | | | | | | | | | | | | | | |
| 109 | | | | | | | | | | | | | | |
| 110 | | | | | | | | | | | | | | |
| 111 | | | | | | | | | | | | | | |
| 112 | | | | | | | | | | | | | | |
| 113 | | | | | | | | | | | | | | |
| 114 | | | | | | | | | | | | | | |
| 115 | | | | | | | | | | | | | | |
| 116 | | | | | | | | | | | | | | |
| 117 | | | | | | | | | | | | | | |
| 118 | | | | | 7,756 | 8% | | | | | | | 9 | 0% |
| 119 | | | | | 33,931 | 33% | | | | | | | 7,495 | 7% |
| 120 | | | | | 7,694 | 8% | | | | | | | | |
| 121 | | | | | 33,923 | 37% | | | | | | | | |
| 122 | | | | | 3 | 0% | | | | | | | | |
| 123 | | | | | 282 | 0% | | | | | | | | |
| 124 | | | | | | | | | | | | | | |
| 125 | | | | | | | | | | | | | | |
| 147 | | | | | | | | | | | | | | |
| 148 | | | | | | | | | | | | | | |
| 151 | | | | | | | | | | | | | | |
| 152 | | | | | | | | | | | | | | |
| 153 | | | | | | | | | | | | | | |
| 154 | | | | | | | | | | | | | | |
| 155 | | | | | | | | | | | | | | |
| 156 | | | | | | | | | | | | | | |
| 157 | | | | | | | | | | | | | | |
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| 160 | | | | | | | | | | | | | | |
| 161 | | | | | | | | | | | | | | |
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| 163 | | | | | | | | | | | | | | |
| 170 | | | | | | | | | | | | | | |
| 171 | | | | | | | | | | | | | | |
| 172 | | | | | | | | | | | | | | |
| 174 | | | | | | | | | | | | | | |
| 175 | | | | | | | | | | | | | | |
| 176 | | | | | | | | | | | | | | |
| 177 | | | | | | | | | | | | | | |
| 178 | | | | | | | | | | | | | | |
| 179 | | | | | | | | | | | | | | |
| 180 | | | | | | | | | | | | | | |
| 181 | | | | | | | | | | | | | | |
| 182 | | | | | | | | | | | | | | |
| 183 | | | | | | | | | | | | | | |
| 184 | | | | | | | | | | | | | | |
| 185 | | | | | | | | | | | | | | |
| 186 | | | | | | | | | | | | | | |
| 187 | | | | | | | | | | | 258 | 0% | | |
| 190 | | | | | | | | | | | | | | |
| 193 | | | | | | | 443 | 1% | | | | | | |
| 195 | | | | | | | | | | | | | | |
| 196 | | | | | | | | | | | | | 4 | 0% |
| 197 | | | | | | | | | | | | | | |
| 198 | | | | | 11,502 | 17% | | | | | | | | |
| 207 | | | | | | | | | | | | | | |
| Total Area of L.C. Award Affected by Lots (sq. ft.) | 111,973 | | 121,078 | | 132,413 | | 45,145 | | 6,232 | | 164,187 | | 17,437 | |

| F.P. 2367 Lot No. | R.P. 5973, L.C.Aw. 2502:1 to Ihumai | | R.P. 6298-6458, L.C.Aw. 3225 to Opunui | | R.P. 6888, L.C.Aw. 3237 to Hewahewa | | R.P. 3652, L.C.Aw. 2503:2 to Ohule | | R.P. 2009, L.C.Aw. 2436:2 to Kahaiki | | R.P. 6529 and 6437, L.C.Aw. 2533:1 to Malaihi | | R.P. 997, L.C.Aw. 453:1 to Kuihelani | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) |
| 10 | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | | | |
| 29 | | | | | | | | | 16 | 0% | | | | |
| 30 | | | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | | | |
| 32 | | | | | | | | | | | | | | |
| 34 | | | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | | | |
| 36 | | | | | | | | | | | | | | |
| 37 | | | | | | | | | | | | | | |
| 41 | | | | | | | | | 21,035 | 24% | 1,057 | | | |
| 42 | 212 | 0% | | | | | | | 69,492 | 72% | | | | |
| 43 | | | | | | | | | 2,728 | 3% | | | | |
| 44 | | | | | | | | | | | | | | |
| 45 | 15,106 | 13% | | | | | | | | | | | | |
| 46 | | | | | | | | | | | | | | |
| 47 | | | | | | | | | | | | | | |
| 49 | | | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | | | |
| 51 | | | | | | | | | | | | | | |
| 54 | | | | | | | | | | | | | 750 | 1% |
| 55 | | | | | | | | | | | | | 11 | 0% |
| 56 | | | | | | | | | | | | | 78,575 | 82% |
| 57 | | | | | | | | | | | | | 88,387 | 100% |
| 58 | | | | | | | | | | | | | 89,602 | 100% |
| 59 | | | | | | | | | | | | | 85,565 | 96% |
| 60 | | | | | | | | | | | | | 51,180 | 55% |
| 61 | | | | | | | | | | | | | 13,511 | 9% |
| 64 | | | | | | | 892 | 1% | | | | | | |
| 65 | | | | | | | 2,047 | 2% | | | | | | |
| 68 | | | | | | | | | | | | | | |
| 104 | | | | | | | | | | | | | 3,200 | 4% |
| 105 | | | | | | | | | | | | | 37,817 | 42% |
| 106 | | | | | | | | | | | | | | |
| 107 | | | | | | | | | | | | | | |
| 108 | | | | | | | | | | | | | | |
| 109 | | | | | | | | | | | | | | |
| 110 | | | | | | | | | | | | | | |
| 111 | | | | | | | | | | | | | | |
| 112 | | | | | | | | | | | | | | |
| 113 | | | | | | | | | | | | | | |
| 114 | | | | | | | | | | | | | | |
| 115 | | | | | | | | | | | | | | |
| 116 | | | | | | | | | | | | | | |
| 117 | | | | | | | | | | | | | | |
| 118 | | | | | | | | | | | | | | |
| 119 | | | | | | | | | | | | | | |
| 120 | | | | | | | | | | | | | | |
| 121 | | | | | | | | | | | | | | |
| 122 | | | | | | | | | | | | | 77,537 | 88% |
| 123 | | | | | | | | | | | | | 6,659 | 7% |
| 124 | | | | | | | | | | | | | 15,707 | 18% |
| 125 | | | | | | | | | | | | | | |
| 147 | | | | | | | | | | | | | | |
| 148 | | | | | | | | | | | | | | |
| 151 | | | | | | | | | | | | | | |
| 152 | | | | | | | | | | | | | | |
| 153 | | | | | | | | | | | | | | |
| 154 | | | | | | | | | | | | | | |
| 155 | | | | | | | | | | | | | | |
| 156 | | | | | | | | | | | | | | |
| 157 | | | | | | | | | | | | | | |
| 158 | | | | | | | | | | | | | | |
| 159 | | | | | | | | | | | | | | |
| 160 | | | | | | | | | | | | | | |
| 161 | | | | | | | | | | | | | | |
| 162 | | | | | | | | | | | | | | |
| 163 | | | | | | | | | | | | | | |
| 170 | | | | | 370 | 0% | | | | | 56,991 | 47% | | |
| 171 | | | | | | | | | | | 33,181 | 37% | | |
| 172 | | | | | | | | | | | | | | |
| 174 | | | | | | | | | | | | | | |
| 175 | | | | | | | | | | | | | | |
| 176 | | | | | | | | | | | | | | |
| 177 | | | | | | | | | | | | | | |
| 178 | | | | | | | | | | | | | | |
| 179 | | | | | | | | | | | | | | |
| 180 | | | | | | | | | | | | | | |
| 181 | | | | | | | | | | | | | | |
| 182 | | | | | | | | | | | | | | |
| 183 | | | | | | | | | | | | | | |
| 184 | | | | | | | | | | | | | | |
| 185 | | | | | 5,179 | 0% | | | 7,462 | 8% | 50,476 | 51% | | |
| 186 | | | 286 | 0% | | | | | | | | | | |
| 187 | | | | | | | | | | | | | | |
| 190 | | | | | | | | | | | | | 40,070 | 26% |
| 193 | | | | | | | | | | | | | | |
| 195 | | | | | | | | | | | | | | |
| 196 | | | | | | | | | | | | | | |
| 197 | | | | | | | | | | | 5,752 | 7% | | |
| 198 | | | | | | | | | | | | | 7,852 | 12% |
| 207 | | | | | | | | | | | | | | |
| Total Area of L.C. Award Affected by Lots (sq. ft.) | 15,319 | | 286 | | 5,549 | | 2,938 | | 100,733 | | 147,457 | | 596,424 | |

| F.P. 2367 Lot No. | R.P. 6397, L.C.Aw. 2435 to Kahooke | | R.P. 6065, L.C.Aw. 3387 to Poolilii | | R.P. 4424 and 4622, L.C.Aw. 3330 to Lonohiwa | | R.P. 7302, L.C.Aw. 4452:9 to H. Kalama | | R.P. 6102, L.C.Aw. 3294-B:1:M:2 to Moomooiki | | R.P. 5973, L.C.Aw. 2502:3 to Ihumai | | Total Area of Lot Affecting L.C. Awards (sq. ft.) | Proportion of Lot Affecting L.C. Awards |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | Affected Area (sq.ft.) | Portion of Lot (%) | | |
| 10 | | | | | | | | | | | | | 23,364 | 21% |
| 11 | | | | | | | | | | | | | 58,854 | 51% |
| 24 | | | | | | | 3,968 | 3% | | | | | 3,968 | 3% |
| 29 | | | | | | | | | | | | | 16 | 0% |
| 30 | | | | | | | | | | | | | 41,348 | 40% |
| 31 | | | | | | | | | | | | | 58,937 | 56% |
| 32 | | | | | | | | | | | | | 41,633 | 44% |
| 34 | | | | | | | 26,030 | 29% | | | | | 26,030 | 29% |
| 35 | | | | | | | 27,236 | 22% | | | | | 27,236 | 22% |
| 36 | | | | | | | 35,772 | 30% | | | | | 35,772 | 30% |
| 37 | | | | | | | | | | | | | 37,027 | 42% |
| 41 | | | | | | | | | | | | | 30,165 | 33% |
| 42 | | | | | | | | | | | | | 69,704 | 72% |
| 43 | | | | | | | | | | | | | 38,701 | 42% |
| 44 | | | | | | | | | | | | | 69,073 | 75% |
| 45 | | | | | | | | | | | | | 15,106 | 13% |
| 46 | | | | | | | | | | | | | 26,690 | 28% |
| 47 | | | | | | | | | | | | | 24,334 | 26% |
| 49 | | | | | | | | | | | | | 7,428 | 8% |
| 50 | | | | | | | | | | | | | 7,299 | 8% |
| 51 | | | | | | | | | | | | | 17,809 | 19% |
| 54 | | | | | | | | | | | | | 750 | 1% |
| 55 | | | | | | | | | | | | | 11 | 0% |
| 56 | | | | | | | | | | | | | 78,575 | 82% |
| 57 | | | | | | | | | | | | | 88,387 | 100% |
| 58 | | | | | | | | | | | | | 89,602 | 100% |
| 59 | | | | | | | | | | | | | 85,565 | 96% |
| 60 | | | | | | | | | | | | | 51,180 | 55% |
| 61 | | | | | | | | | | | | | 13,511 | 9% |
| 64 | | | | | | | | | | | | | 892 | 1% |
| 65 | | | | | | | | | | | | | 2,047 | 2% |
| 68 | 6,501 | 6% | | | | | | | | | | | 6,501 | 6% |
| 104 | | | | | | | | | | | | | 3,200 | 4% |
| 105 | | | | | | | | | | | | | 37,817 | 42% |
| 106 | | | | | | | | | | | | | 4,697 | 5% |
| 107 | | | | | | | | | | | | | 45,673 | 52% |
| 108 | | | | | | | | | | | | | 25,685 | 29% |
| 109 | | | | | | | | | | | | | 87,853 | 100% |
| 110 | | | | | | | | | | | | | 54,609 | 56% |
| 111 | | | | | | | | | | | | | 20,584 | 24% |
| 112 | | | | | | | | | | | | | 572 | 1% |
| 113 | | | | | | | | | | | | | 1,247 | 1% |
| 114 | | | | | | | | | | | | | 26,447 | 25% |
| 115 | | | | | | | | | | | | | 46,600 | 51% |
| 116 | | | | | | | | | 409 | 0% | | | 61,305 | 58% |
| 117 | | | | | | | | | 5,201 | 5% | | | 54,889 | 55% |
| 118 | | | | | 348 | 0% | | | 5,644 | 6% | | | 17,556 | 17% |
| 119 | | | | | 45,523 | 45% | | | 1,197 | 1% | 5,910 | 6% | 94,056 | 93% |
| 120 | | | | | 87,435 | 92% | | | | | | | 95,129 | 100% |
| 121 | | | | | 17,344 | 19% | | | | | | | 51,267 | 56% |
| 122 | | | | | 5,161 | 6% | | | | | | | 82,701 | 94% |
| 123 | | | | | 85,119 | 92% | | | | | | | 92,060 | 100% |
| 124 | | | | | 60,897 | 68% | | | | | | | 76,604 | 86% |
| 125 | | | | | 64,300 | 71% | | | | | | | 64,300 | 71% |
| 147 | | | | | | | 11,845 | 12% | | | | | 11,845 | 12% |
| 148 | | | | | | | 39,646 | 44% | | | | | 39,646 | 44% |
| 151 | | | | | | | 25,699 | 28% | | | | | 25,699 | 28% |
| 152 | | | | | | | 92,114 | 100% | | | | | 92,114 | 100% |
| 153 | | | | | | | 87,373 | 100% | | | | | 87,373 | 100% |
| 154 | | | | | | | 87,484 | 100% | | | | | 87,484 | 100% |
| 155 | | | | | | | 88,612 | 100% | | | | | 88,612 | 100% |
| 156 | | | | | | | 89,898 | 100% | | | | | 89,898 | 100% |
| 157 | | | | | | | 96,306 | 87% | | | | | 96,306 | 87% |
| 158 | | | | | | | 88,464 | 88% | | | | | 88,464 | 88% |
| 159 | | | | | | | 79,225 | 78% | | | | | 79,225 | 78% |
| 160 | | | | | | | 77,764 | 69% | | | | | 77,764 | 69% |
| 161 | | | | | | | 90,765 | 81% | | | | | 90,765 | 81% |
| 162 | | | | | | | 59,084 | 52% | | | | | 59,084 | 52% |
| 163 | | | | | | | 31,011 | 25% | | | | | 31,011 | 25% |
| 170 | | | 8,880 | 7% | | | | | 16,261 | 13% | 571 | 0% | 83,073 | 68% |
| 171 | | | | | | | | | | | | | 55,406 | 62% |
| 172 | | | | | | | | | 1,337 | 1% | | | 56,215 | 62% |
| 174 | | | | | | | 364 | 0% | | | | | 364 | 0% |
| 175 | | | | | | | 11,672 | 13% | | | | | 11,672 | 13% |
| 176 | | | | | | | 28,225 | 31% | | | | | 28,225 | 31% |
| 177 | | | | | | | 41,815 | 43% | | | | | 41,815 | 43% |
| 178 | | | | | | | 40,924 | 38% | | | | | 40,924 | 38% |
| 179 | | | | | | | 98,133 | 100% | | | | | 98,133 | 100% |
| 180 | | | | | | | 101,846 | 100% | | | | | 101,846 | 100% |
| 181 | | | | | | | 94,961 | 100% | | | | | 94,961 | 100% |
| 182 | | | | | | | 93,833 | 100% | | | | | 93,833 | 100% |
| 183 | | | | | | | 13,436 | 13% | | | | | 13,436 | 13% |
| 184 | | | | | | | | | | | | | 465 | 1% |
| 185 | | | 446 | 0% | | | | | | | | | 63,564 | 59% |
| 186 | | | | | | | 17,197 | 6% | | | | | 17,483 | 6% |
| 187 | | | | | | | 65,758 | 29% | | | | | 66,016 | 29% |
| 190 | | | | | | | | 0% | | | | | 40,070 | 26% |
| 193 | | | | | | | | 0% | | | | | 443 | 1% |
| 195 | | | | | | | 1,971 | 20% | | | | | 1,971 | 20% |
| 196 | | | | | | | | | | | | | 4 | 0% |
| 197 | | | | | | | | | 2,332 | 3% | | | 18,683 | 21% |
| 198 | | | | | | | | | | | | | 49,023 | 74% |
| 207 | | | | | | | 18,942 | 57% | | | | | 18,942 | 57% |
| Total Area of L.C. Award Affected by Lots (sq. ft.) | 6,501 | | 9,327 | | 366,125 | | 1,767,370 | | 32,381 | | 6,482 | | | |

2189-WCEIC-243a

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **IAO: Iao Stream** | | | | | | | | | | |
| | | | X | 3-5-001:003 | Poalima | X | X | Parcel is a poalima | WWC: 2,3 | Approve |
| | | | X | 3-5-001:004 | Poalima | X | X | Parcel is a poalima | WWC: 2,3 | Approve |
| | | | X | 3-5-001:005 | Poalima | X | X | Parcel is a poalima | WWC: 2,3 | Approve |
| 2371N | Iao | Lozano, Kimberly | X | 3-4-036:001 | 2435 | X | X | Poalima within parcel. Wailuku Water Co. reserved appurt. rights. | WWC: 2,3 | Approve |
| | | | X | 3-4-036:010 | 2458 | X | - | Ref. to poalima as boundary. Wailuku Water Co. reserved appurt. rights. | WWC: 2,3 | Deny w/o prejudice |
| | | | X | 3-4-036:010 | 4405MM | NO | X | LCA not shown on TMK map. Ref. to loi poalima. Wailuku Water Co. reserved appurt. rights. | WWC: 2,3 | Deny w/o prejudice |
| 3623N | Iao | Almeida, Gordon | X | 3-3-001:022 | 3234C:2 | X | X | LCA & RP ref pauku kalo & poalima.NT ref aina kalo.NR (#448) ref 27 loi in Paukukalo, 7 loi taken by the konohiki, and kahawai. Additional loi referenced, but possibly in other apana. | WWC: 3 | Approve |
| | | | X | 3-3-001:023 | 3234C:2 | X | X | LCA & RP ref pauku kalo & poalima.NT ref aina kalo.NR (#448) ref 27 loi in Paukukalo, 7 loi taken by the konohiki, and kahawai. Additional loi referenced, but possibly in other apana. | WWC: 3 | Approve |
| **IAO: Iao-Maniania Ditch (Wailuku Country Estates)** | | | | | | | | | | |
| **2189** / 2190N | Iao | Wailuku Country Estates Irrigation Company (WCEIC) | X* | 3-3-017:var. | Various | - | - | See specific TMKs below. Objections apply to all TMKs indentified under SWUPAs 2189 and 2190N. | EJ: 2,3 Rabago: 3 WWC: 2,3 | No action required. |
| **2189** / 2190N | Iao | WCEIC / Gajonera, Edison & Verona | X* | 3-3-017-010 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Willis/Etal, Mary L. | X* | 3-3-017-011 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-011 | 453:2 | X | X | LCA ref to loi in Ap 2. RP ref to loi in Ap 2 in Puhiawawa. NR ref to 11 loi and small kula in Puhiawawa. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Nguyen/Etal, Lethu T. | X* | 3-3-017-024 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| | | WCEIC / Yane/Trust, C & A | X* | 3-3-017-029 | 2436:2 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Lampitoc/Etal-Trust, Jose M. | X* | 3-3-017-030 | 2495:2-3 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | X* | 3-3-017-030 | 4461:1 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Yanos, Romeo & Carmelita I. | X* | 3-3-017-031 | 2495:2-4 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-031 | 3275-E | X | X | LCA ref to poalima in Ap 3. NT ref to 22 loi n Ap 3, pauku kalo in Ap 4, pauku kalo in Ap 6. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-031 | 4461:1 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Failano, German & Evangeline | X* | 3-3-017-032 | 2495:4 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-032 | 4461:2 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Barroga Jr./Revoc. Trust-Etal, Felipe | X* | 3-3-017-034 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Yanos, Romeo S. & Carmelita I. | X* | 3-3-017-035 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Cabalo, Adam E. & Jessica V. | X* | 3-3-017-036 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Taketa/Trust, Eric N. & Sherri L. | X* | 3-3-017-037 | 2495:4 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-037 | 4461:2 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / Pimentel, Moses Kauila & Jennifer Lea | X* | 3-3-017-041 | 2495:1 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-041 | 2436:2 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-041 | 2533:1 | X | X | LCA ref to aina kalo in Ap 1. RP ref to kalo in Ap 1 in Kaluaoopu. NR ref to 2 loi, 5 loi, 6 loi. NT ref to aina kalo/taro land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Gomes/Etal, Vicklynn | X* | 3-3-017-042 | 2502:1 | X | X | LCA & RP ref Ap 1 as kalo land. NR ref 9 loi in Ap 1. NT ref pauku kalo in Ap 1-3. FT ref a section of loi each in Ap 1-3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-042 | 2436:2 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Hamai/Trust-Etal, Clyde M. | X* | 3-3-017-043 | 2495:2-3 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-043 | 2436:1-2 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Shammah Limited Partnership B | X* | 3-3-017-044 | 2495:2-4 | X | X | LCA indicates Ap 4 contains poalima. RP ref poalima. NT ref aina kalo in Ap 1, pahale in Ap 2, moo kalo in Ap 3, moo kalo & kula in Ap 4. FT ref Ap 1 as a kalo land, Ap 2 as a house lot, Ap 3 as kalo & kula, Ap 4 as kalo & kula. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-044 | 4461:1 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Dela Cruz/Trust, Erminio C. & Gloria G. | X* | 3-3-017-045 | 2502:1 | X | X | LCA & RP ref Ap 1 as kalo land. NR ref 9 loi in Ap 1. NT ref pauku kalo in Ap 1-3. FT ref a section of loi each in Ap 1-3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Obana/Etal, Loida A. | X* | 3-3-017-046 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-046 | 453:2 | X | X | LCA ref to loi in Ap 2. RP ref to loi in Ap 2 in Puhiawawa. NR ref to 11 loi and small kula in Puhiawawa. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Orite, Howard T. & Sun C. | X* | 3-3-017-047 | 453:2 | X | X | LCA ref to loi in Ap 2. RP ref to loi in Ap 2 in Puhiawawa. NR ref to 11 loi and small kula in Puhiawawa. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / Yakabe/Trust-Etal, Michael W. | X* | 3-3-017-049 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-049 | 453:2 | X | X | LCA ref to loi in Ap 2. RP ref to loi in Ap 2 in Puhiawawa. NR ref to 11 loi and small kula in Puhiawawa. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Ped, Richard C. & Isabelita B. | X* | 3-3-017-050 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Wright, Daneford M. & Ellareen U. | X* | 3-3-017-051 | 406:1 | X | X | RP ref to loi maloo (dry) for Ap 1. NR ref to 1 moo maloo. NR ref to 1 moo unirrigated. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Agdeppa/Trust-Eta;, Rolando E. | X* | 3-3-017-054 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Chan/Etal, Kenneth K. | X* | 3-3-017-055 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Riglos, Junwill A. & Shauna | X* | 3-3-017-056 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Powell, Steven J. & Ligaya J. | X* | 3-3-017-057 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Shimada, Robert M. & Penny C. | X* | 3-3-017-058 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Tom/Etal, Jefferson N. & Oudlay | X* | 3-3-017-059 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Kadohiro/Trust-Etal, Glenn Y. | X* | 3-3-017-060 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Delgado, Jr., Carlos M. | X* | 3-3-017-061 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Shibley, Talbot K. & Mary S. | X* | 3-3-017-064 | 2503:2 | X | X | LCA & RP ref to kalo and pahale. NT ref pauku kalo, kula and pahale in Ap 2. FT ref a house lot, kula and kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Chan/Trust-Etal, Henry H. | X* | 3-3-017-065 | 2503:2 | X | X | LCA & RP ref to kalo and pahale. NT ref pauku kalo, kula and pahale in Ap 2. FT ref a house lot, kula and kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Taborado, Hilaria | X* | 3-3-017-068 | 2435 | X | X | LCA #2435 to Kahooke in Wailuku should be numbered #2434. NR, NT & FT for #2434 match the location & awardee information for "#2435" to Kahooke. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / Luiz D.-Ramos/Etal, Felipe B. & Pacita | X* | 3-3-017-104 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Shimada/Trust-Etal, George S. | X* | 3-3-017-105 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Carlson, Kent R. & Fae K. I. | X* | 3-3-017-106 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Gauthier/Etal, Paul A. | X* | 3-3-017-107 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-107 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / BNM Holdings, Ltd. | X* | 3-3-017-108 | 3335 | X | X | LCA/RP ref to kalo and pahale. NR ref to 16 loi. NT ref to 16 loi kalo. FT ref to 2 pieces of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-108 | 3388 | X | X | LCA ref to kalo.NR ref to 53 loi. NT ref to 1 apana kalo. Ft ref to 1 parcel of taro. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-108 | 3294-B:2 | X | X | LCA ref to kalo in Ap 2. NT ref to moo kalo/taro moo. FT ref to moo of kalo in Ap 2. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-108 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Calder/Etal, Margi L. | X* | 3-3-017-109 | 3335 | X | X | LCA/RP ref to kalo and pahale. NR ref to 16 loi. NT ref to 16 loi kalo. FT ref to 2 pieces of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-109 | 3388 | X | X | LCA ref to kalo.NR ref to 53 loi. NT ref to 1 apana kalo. Ft ref to 1 parcel of taro. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-109 | 3294-B:2 | X | X | LCA ref to kalo in Ap 2. NT ref to moo kalo/taro moo. FT ref to moo of kalo in Ap 2. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-109 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Brescan, Ovidiu & Simona | X* | 3-3-017-110 | 3335 | X | X | LCA/RP ref to kalo and pahale. NR ref to 16 loi. NT ref to 16 loi kalo. FT ref to 2 pieces of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-110 | 3388 | X | X | LCA ref to kalo.NR ref to 53 loi. NT ref to 1 apana kalo. Ft ref to 1 parcel of taro. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-110 | 3294-B:2 | X | X | LCA ref to kalo in Ap 2. NT ref to moo kalo/taro moo. FT ref to moo of kalo in Ap 2. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | X* | 3-3-017-110 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Kono/Trust, Clyde & Jean Y. | X* | 3-3-017-111 | 3335 | X | X | LCA/RP ref to kalo and pahale. NR ref to 16 loi. NT ref to 16 loi kalo. FT ref to 2 pieces of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-111 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Leis, Timothy J. | X* | 3-3-017-112 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Bravo, Danilo B. & Teresita A. | X* | 3-3-017-113 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Stahl, Peter & Yashiro, Candace | X* | 3-3-017-114 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-114 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Galam/Trust-Etal, Liberato L. & Polly R. | X* | 3-3-017-115 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-115 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-115 | 3294-B:1, M:1 | X | X | LCA/RP ref to kalo and pahale in Ap 1. NT ref to aina kalo and hale in Ap 1. FT ref to kalo and house lot in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Casio, Robert R. & Imelda M. | X* | 3-3-017-116 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-116 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-116 | 3294-B:1, M:1 | X | X | LCA/RP ref to kalo and pahale in Ap 1. NT ref to aina kalo and hale in Ap 1. FT ref to kalo and house lot in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-116 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Borge, Leona | X* | 3-3-017-117 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-117 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | X* | 3-3-017-117 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Loewen, Gregory W. & Germaine L. | X* | 3-3-017-118 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-118 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-118 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-118 | 2436:3 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-118 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-118 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Reinhardt/Trust-Etal, Edward L. | X* | 3-3-017-119 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-119 | 2436:3 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-119 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-119 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-119 | 2502:3 | X | X | LCA & RP ref Ap 1 as kalo land. NR ref 9 loi in Ap 1. NT ref pauku kalo in Ap 1-3. FT ref a section of loi each in Ap 1-3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Kato, Kevin K. & Bich H. | X* | 3-3-017-120 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-120 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Alfonso/Trust, Daniel & Laura | X* | 3-3-017-121 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | X* | 3-3-017-121 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Chau, Jason S. | X* | 3-3-017-122 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-122 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-122 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Elkins Trust | X* | 3-3-017-123 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-123 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-123 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Sisouvong, Sane & Lienne | X* | 3-3-017-124 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-124 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Rayray, Feliciano & Jovita N. | X* | 3-3-017-125 | 3330 | X | X | LCA/RP ref to kalo. NR ref to loi and 9 loi and 4 kula (fields). NT ref to 1 apana kalo, 3 poalima, 1 loi paahao (proceeds paid to owner). | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Cahill/Trust-Etal, Peter T. | X* | 3-3-017-147 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Endo, Randall & Murakami, Patti | X* | 3-3-017-148 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Miyoshi/Etal, Paul T. | X* | 3-3-017-151 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Irani, Farrokh A. & Pamela | X* | 3-3-017-152 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / Mehdiabadi, Rustam J. Roshan | X* | 3-3-017-153 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Waki, Van & Aileen A. | X* | 3-3-017-154 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Padre/Etal, Manuel L. | X* | 3-3-017-155 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Santiago/Trust, Jerry S. & Nancy D. | X* | 3-3-017-156 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Jacintho Sr./Trust-Etal, Ronald R. | X* | 3-3-017-157 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Stisher, Britton R. & Susan F. | X* | 3-3-017-158 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Mousavi/WF, Shahin R. | X* | 3-3-017-159 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / James, A. Kent & Teri J. | X* | 3-3-017-160 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Crichton/Etal-WF, Clyde C. | X* | 3-3-017-161 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Warren, James W. & Henrietta L.J. | X* | 3-3-017-162 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / JCMA Enterprises, LLC. | X* | 3-3-017-163 | 4452:9 | X | NO | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Nouchi/Etal, Rian E. | X* | 3-3-017-170 | 3237 | X | X | LCA shows poalima in Ap 3. NR ref to loi/taro pauku. FT ref to a section of lois in #3. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-170 | 2533:1 | X | X | LCA ref to aina kalo in Ap 1. RP ref to kalo in Ap 1 in Kaluaoopu. NR ref to 2 loi, 5 loi, 6 loi. NT ref to aina kalo/taro land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-170 | 3387 | X | X | FT/NR/NT ref to 9 loi. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-170 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-170 | 2502:3 | X | X | LCA & RP ref Ap 1 as kalo land. NR ref 9 loi in Ap 1. NT ref pauku kalo in Ap 1-3. FT ref a section of loi each in Ap 1-3. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / Yoshikawa, Hisajiro & Lisa | X* | 3-3-017-171 | 3498 | X | X | LCA/NT ref to kalo. NR ref to 4 moo with taro in a portion. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-171 | 2533:1 | X | X | LCA ref to aina kalo in Ap 1. RP ref to kalo in Ap 1 in Kaluaoopu. NR ref to 2 loi, 5 loi, 6 loi. NT ref to aina kalo/taro land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Taylor/Etal, David S. | X* | 3-3-017-172 | 3498 | X | X | LCA/NT ref to kalo. NR ref to 4 moo with taro in a portion. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | | 3294-B:1, M:1 | X | X | LCA/RP ref to kalo and pahale in Ap 1. NT ref to aina kalo and hale in Ap 1. FT ref to kalo and house lot in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / Nguyen, Jennifer K. | X* | 3-3-017-174 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Wong/Trust, Malcolm S. & June S.M. | X* | 3-3-017-175 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Bach, Peter T-Q & Lisa N. | X* | 3-3-017-176 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Dulay, Cesar H. & Tanya J. | X* | 3-3-017-177 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Watanabe/Trust-Etal, Lloyd D. | X* | 3-3-017-178 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Buendia/Etal, Marylou J. | X* | 3-3-017-179 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Blankenship Living Trust | X* | 3-3-017-180 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Ralar Jr./Etal, Henry & Derrick | X* | 3-3-017-181 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Rumbaoa, Santos O. & Magdalena G. | X* | 3-3-017-182 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Shammah Limited Partnership B | X* | 3-3-017-183 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Larson/Etal, Charles | X* | 3-3-017-184 | 3498 | X | X | LCA/NT ref to kalo. NR ref to 4 moo with taro in a portion. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |



**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-185 | 3237 | X | X | LCA shows poalima in Ap 3. NR ref to loi/taro pauku. FT ref to a section of lois in #3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-185 | 2436:2 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-185 | 2533:1 | X | X | LCA ref to aina kalo in Ap 1. RP ref to kalo in Ap 1 in Kaluaoopu. NR ref to 2 loi, 5 loi, 6 loi. NT ref to aina kalo/taro land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-185 | 3387 | X | X | FT/NR/NT ref to 9 loi. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-186 | 3225 | X | X | LCA describes boundaries of Poalima 5 and Poalima 2 within parcel. FT ref to one piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-186 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / Wahi Hoomalu Limited Partnership | X* | 3-3-017-187 | 4461:2 | X | X | LCA ref to kalo and moo kalo. NT ref 1½ moo kalo in Ap 1, 1 moo kalo in Ap 2. FT ref 1½ moo of kalo in Ap 1, 1 moo of kalo in Ap 2. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-187 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-190 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-193 | 453:2 | X | X | LCA ref to loi in Ap 2. RP ref to loi in Ap 2 in Puhiawawa. NR ref to 11 loi and small kula in Puhiawawa. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-195 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-196 | 2436:1 | X | X | LCA & RP indicates Ap 1, 2 & 3 are kalo land. NT ref pauku kalo in Ap 1 & 2, 6 loi in Ap 3. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-197 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-197 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |
| | | | X* | 3-3-017-197 | 2533:1 | X | X | LCA ref to aina kalo in Ap 1. RP ref to kalo in Ap 1 in Kaluaoopu. NR ref to 2 loi, 5 loi, 6 loi. NT ref to aina kalo/taro land. | EJ: 2,3<br>Rabago: 3<br>WWC: 2,3 | Approve |

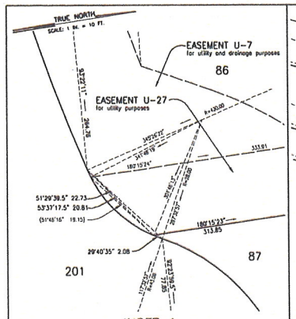


**EXHIBIT 7**

| IAO: Iao-Maniania Ditch (Wailuku Country Estates) | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | X* | 3-3-017-197 | 3294-B:1, M:2 | X | X | FT/NT ref to taro land and house in Ap 1. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-198 | 3488 | X | X | LCA/RP ref to kalo. NR ref to 127 loi. NT ref to apana kalo and 4 poalima. FT ref to 1 piece of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-198 | 377 | X | X | FR ref to building lot. FT ref to claimant cultivated the land and there are several kuleanas in the land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-198 | 3292 | X | X | NR ref to aina loi, kula, 54 lois, loi maloo (dry) 26, kula. FT ref to one piece of kalo land. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| | | | X* | 3-3-017-198 | 453:1 | X | X | RP ref to Ap 1 in Keahupio. NR ref to 93 loi and an unirrigated kula in Keahupio. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2189** / 2190N | Iao | WCEIC / CGM, LLC | X* | 3-3-017-207 | 4452:9 | X | **NO** | Ref. to house or lots in Honolulu and Lahaina. No ref to Ap. 9 or to water use. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Deny w/o prejudice |
| **2189** / 2190N | Iao | Wailuku Country Estates Irrigation Company (WCEIC) | X* | 3-3-017:var. | Various | X | X | See SWUPA.2189. | EJ: 2,3 Rabago: 3 WWC: 2,3 | Approve |
| **2196** | Iao | Wailuku Country Estates Community Association | X* | 3-3-017:var. | See SWUP.2189 | X | X | See separate spreadsheet for Wailuku Country Estates. | | |
| 2351N | Iao | Wahi Hoomalu Limited Partnership | X | 3-3-002:001 | 2468:2 | X | X | NT ref to 7 taro patches for Section 2. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3275-D | X | X | Ref. to multiple patches in Sections 2-6. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3275-E:6 | X | X | NT ref to taro pauku for Section 6. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 2461:2 | X | X | NT reef to 6 patches for Section 2. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3275-W | X | X | NT ref to 1 house site. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 11222 | X | X | NT ref Ap 1 to piece of kalo and kula, Ap 2 to one loi, Ap 3 to one loi. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3451 | X | X | NT ref to one piece of kalo and kula land. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3259 | X | X | NT ref to 1 taro section and 2 poalimas. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3275-E:3 | X | X | NT ref to 22 taro patches for Section 3. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 2554:1 | X | X | NT ref to taro moo for Section 1. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 1806:2 | X | X | NT ref to 3 taro patches for Section 2. | OHA: 1,2,3 WWC: 2,3 | Approve |
| | | | X | 3-3-002:001 | 3459:4 | -- | -- | No appurtenant right documentation provided. | OHA: 1,2,3 WWC: 2,3 | Deny w/o prejudice |



**EXHIBIT 7**




INSET 1
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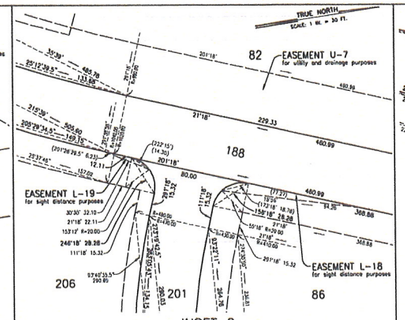
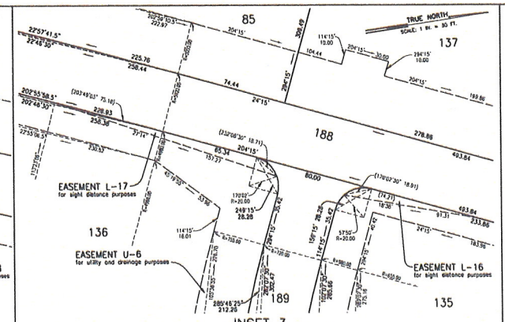
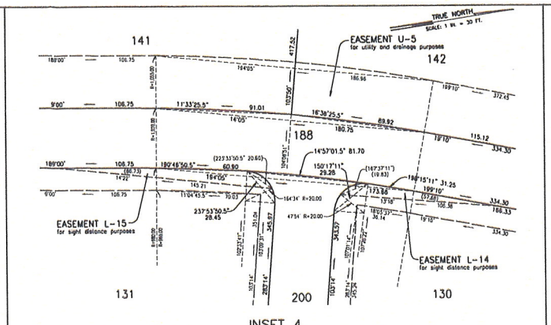


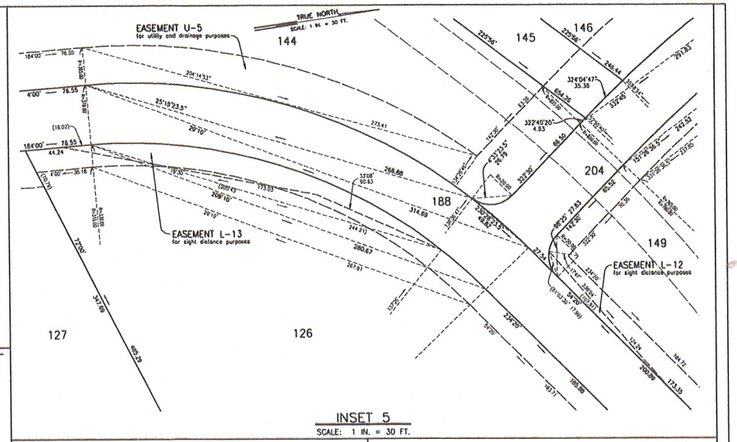

INSET 2
SCALE: 1 IN. = 30 FT.



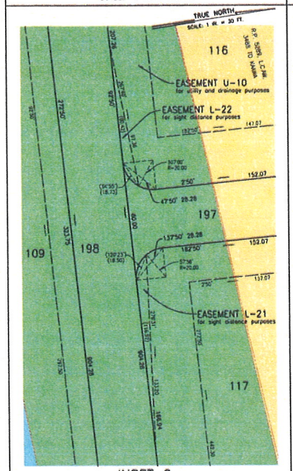

INSET 3
SCALE: 1 IN. = 30 FT.



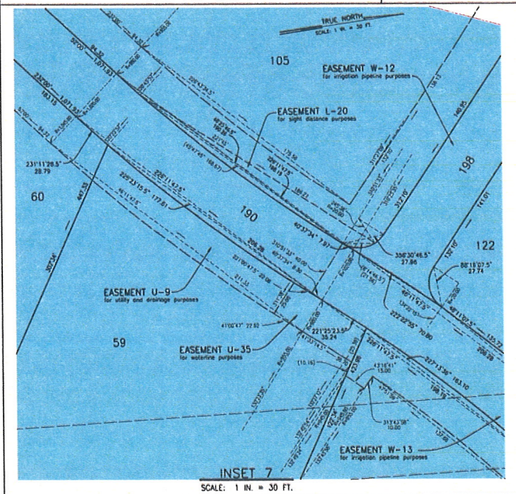

INSET 4
SCALE: 1 IN. = 30 FT.



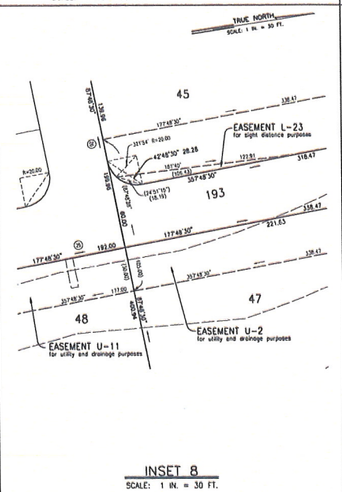

INSET 5
SCALE: 1 IN. = 30 FT.



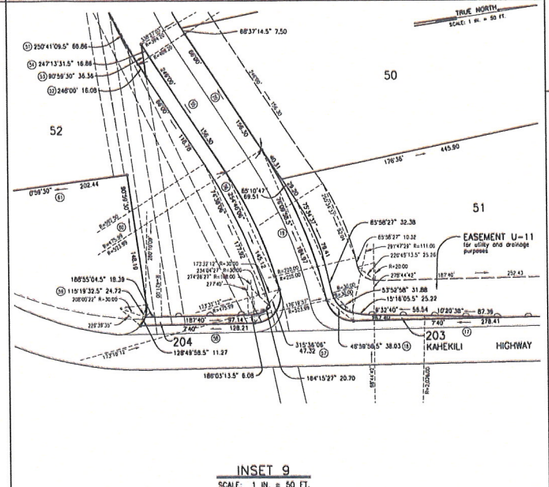

INSET 6
SCALE: 1 IN. = 30 FT.




INSET 7
SCALE: 1 IN. = 30 FT.




INSET 8
SCALE: 1 IN. = 30 FT.




INSET 9
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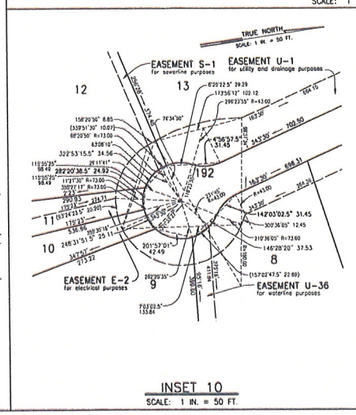
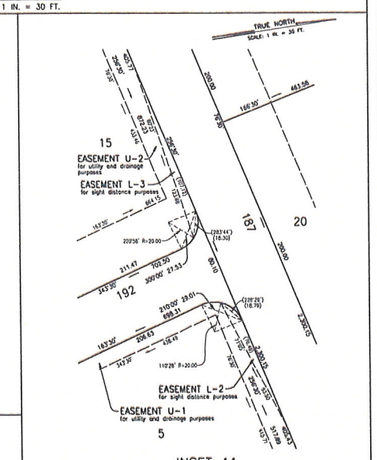
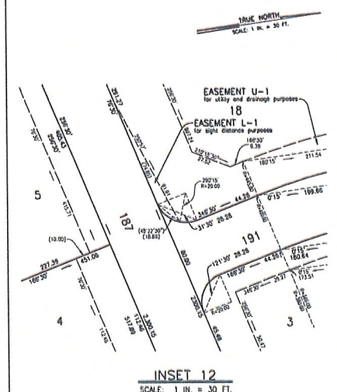


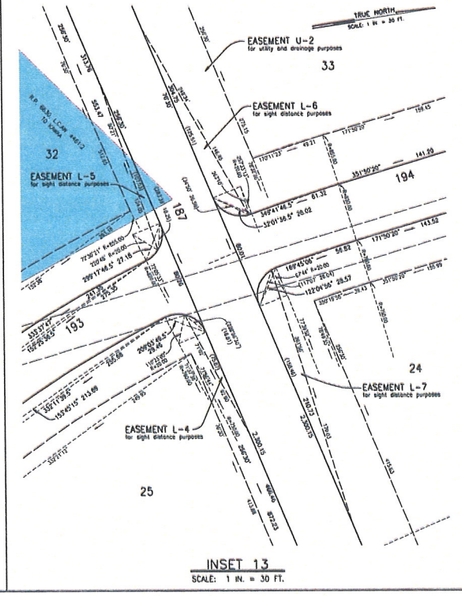

INSET 10
SCALE: 1 IN. = 50 FT.



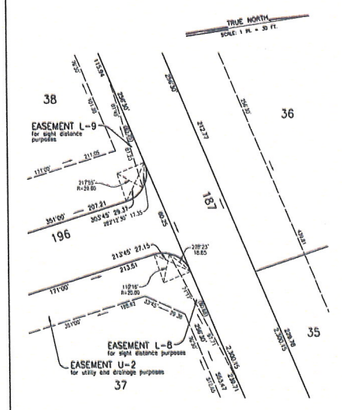

INSET 11
SCALE: 1 IN. = 30 FT.



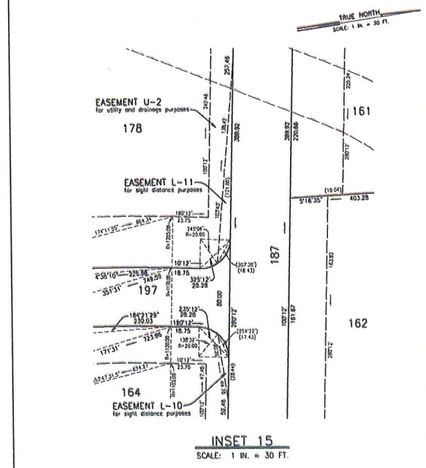

INSET 12
SCALE: 1 IN. = 30 FT.



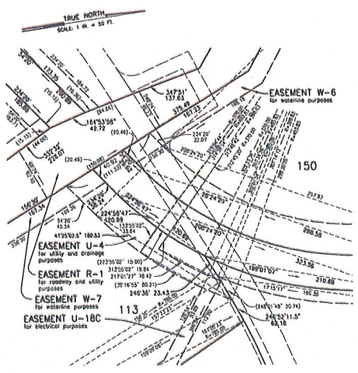

INSET 13
SCALE: 1 IN. = 30 FT.



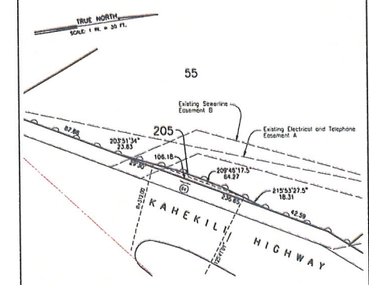

INSET 14
SCALE: 1 IN. = 30 FT.




INSET 15
SCALE: 1 IN. = 30 FT.




INSET 16
SCALE: 1 IN. = 50 FT.




INSET 17
SCALE: 1 IN. = 30 FT.

EXHIBIT NO.
**2189 WCEIC - 245**

TAX MAP KEY: (2) 3-3-02: PORTION OF 01

NOTES:

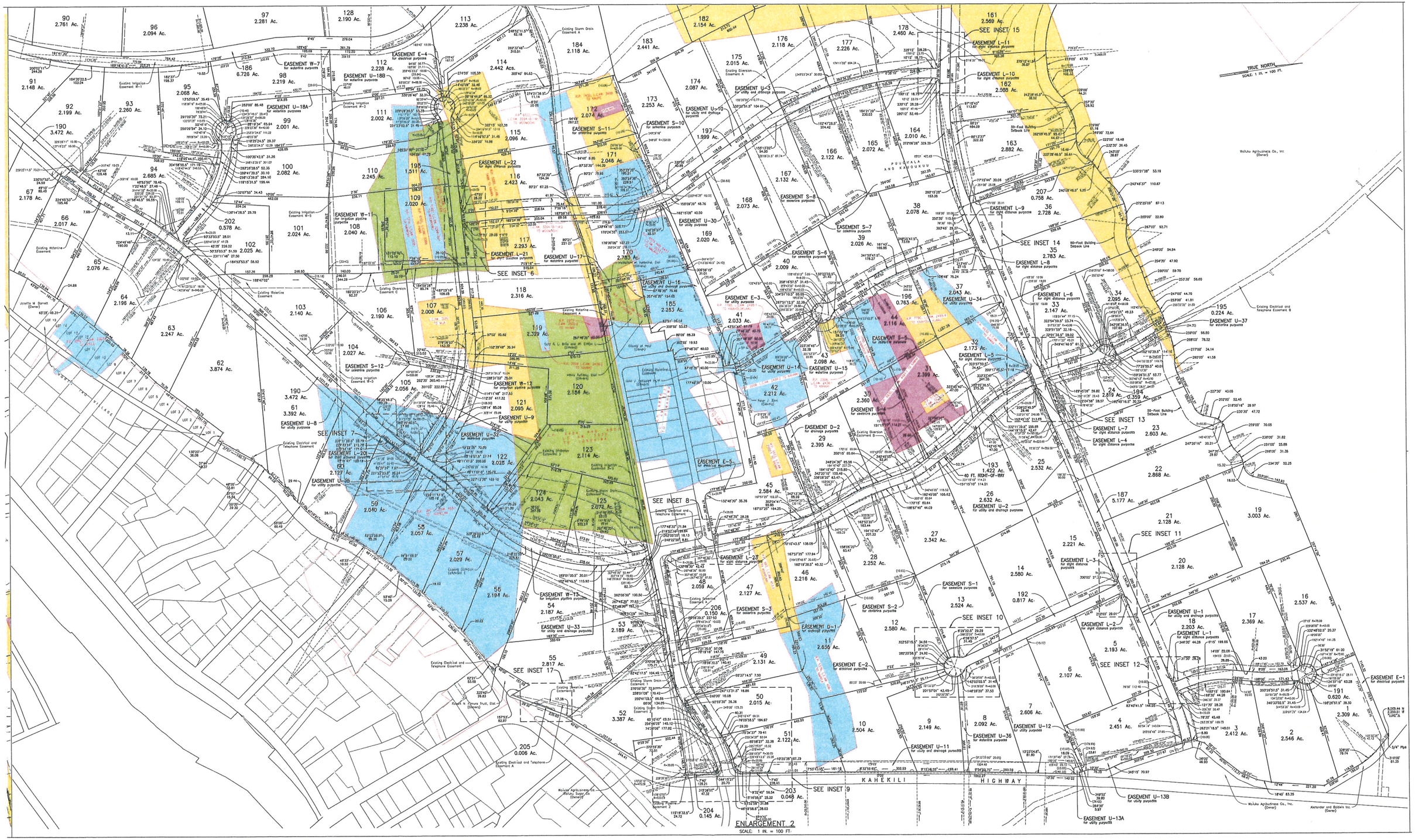
1. FIGURES SHOWN THUS (3) INDICATES COURSE NUMBER IN DESCRIPTION.
2. OWNERS OF ADJOINING LANDS, AS SHOWN ON PLAN, TAKEN FROM RECORDS IN THE REAL PROPERTY MAPPING BRANCH.
3. ALL AZIMUTHS AND RECORD COORDINATES, REFERS TO GOVERNMENT SURVEY TRIANGULATION STATION "LUKE"
4. ALL BOUNDARY CORNERS ARE MARKED WITH 3/4" PIPES, UNLESS OTHERWISE NOTED.
5. o—o—o—o DENOTES NO VEHICULAR ACCESS PERMITTED.
6. o—o—|—o—o DENOTES ACCESS PERMITTED.

NOTES:

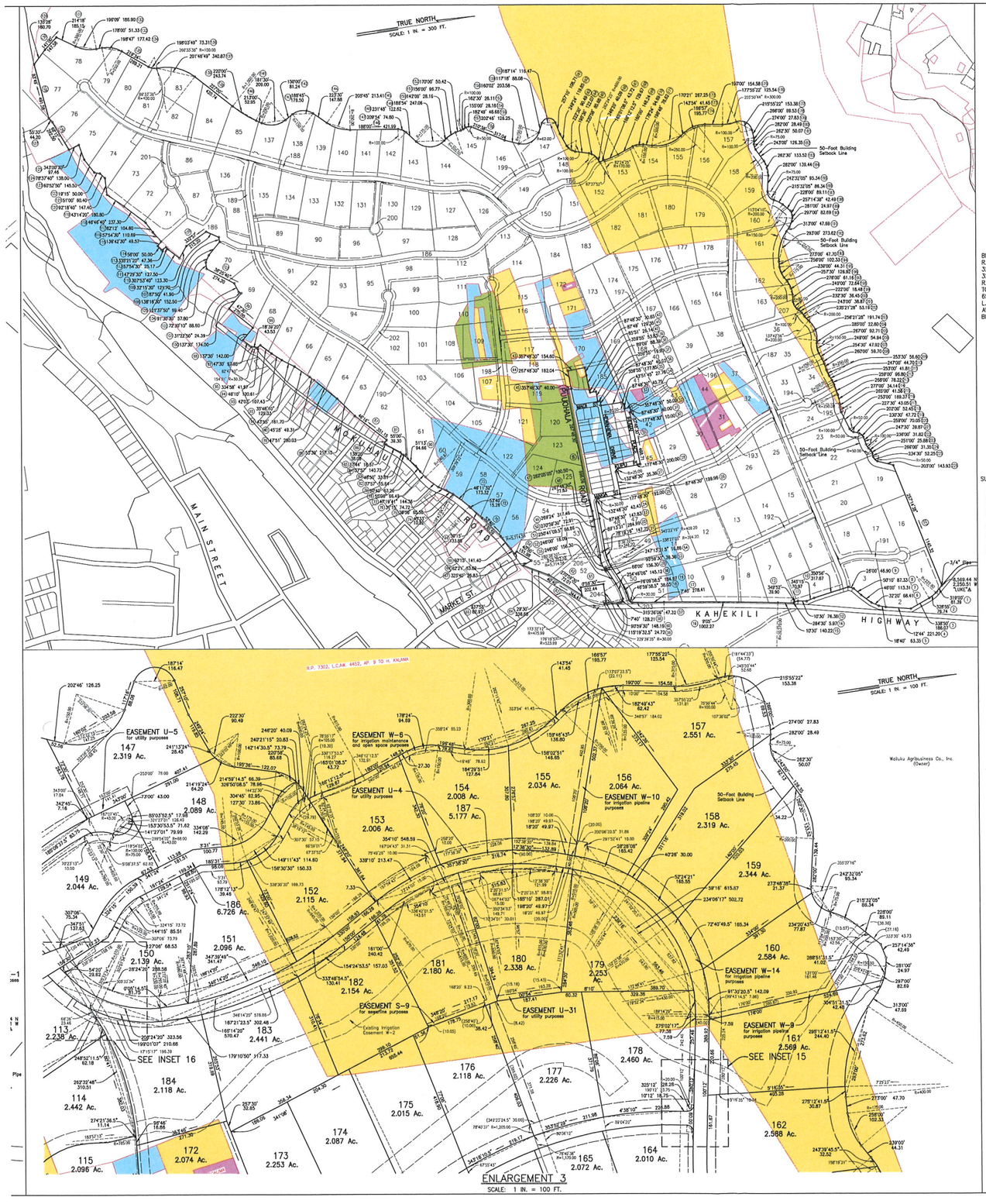
AREA OF EASEMENTS:

EASEMENT D-1 FOR DRAINAGE PURPOSES AFFECTING LOTS 46, 47 AND 48 = 38,811 SQ.FT.
EASEMENT D-2 FOR DRAINAGE PURPOSES AFFECTING LOTS 29, 41, 42 AND 43 = 51,447 SQ.FT.
EASEMENT D-3 FOR DRAINAGE PURPOSES AFFECTING LOTS 88 AND 139 = 7,007 SQ.FT.
EASEMENT D-4 FOR DRAINAGE PURPOSES AFFECTING LOTS 71, 72 AND 73 = 47,787 SQ.FT.
EASEMENT E-1 FOR ELECTRICAL PURPOSES AFFECTING LOT 1 = 14,266 SQ.FT.
EASEMENT E-2 FOR ELECTRICAL PURPOSES AFFECTING LOT 11 = 5,457 SQ.FT.
EASEMENT E-3 FOR ELECTRICAL PURPOSES AFFECTING LOT 41 = 6,176 SQ.FT.
EASEMENT E-4 FOR ELECTRICAL PURPOSES AFFECTING LOT 113 = 1,671 SQ.FT.
EASEMENT I-1 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 18 = 365 SQ.FT.
EASEMENT I-2 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 5 = 267 SQ.FT.
EASEMENT I-3 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 15 = 476 SQ.FT.
EASEMENT I-4 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 25 = 368 SQ.FT.
EASEMENT I-5 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 32 = 475 SQ.FT.
EASEMENT I-6 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 33 = 1,202 SQ.FT.
EASEMENT I-7 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 24 = 1,429 SQ.FT.
EASEMENT I-8 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 37 = 368 SQ.FT.
EASEMENT I-9 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 38 = 269 SQ.FT.
EASEMENT I-10 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 164 = 131 SQ.FT.
EASEMENT I-11 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 178 = 545 SQ.FT.
EASEMENT I-12 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 149 = 462 SQ.FT.
EASEMENT I-13 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 126 = 2,852 SQ.FT.
EASEMENT I-14 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 130 = 509 SQ.FT.
EASEMENT I-15 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 131 = 852 SQ.FT.
EASEMENT I-16 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 135 = 362 SQ.FT.
EASEMENT I-17 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 136 = 675 SQ.FT.
EASEMENT I-18 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 86 = 370 SQ.FT.
EASEMENT I-19 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 73 = 59 SQ.FT.
EASEMENT I-20 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 105 = 1,053 SQ.FT.
EASEMENT I-21 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 117 = 527 SQ.FT.
EASEMENT I-22 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 116 = 352 SQ.FT.
EASEMENT I-23 FOR SIGHT DISTANCE PURPOSES AFFECTING LOT 45 = 467 SQ.FT.
EASEMENT R-1 FOR ROADWAY AND UTILITY PURPOSES AFFECTING LOT 186 = 8,768 SQ.FT.
EASEMENT R-2 FOR ROADWAY AND UTILITY PURPOSES AFFECTING LOT 188 = 6,976 SQ.FT.
EASEMENT S-1 FOR SEWERLINE PURPOSES AFFECTING LOT 12 = 3,751 SQ.FT.
EASEMENT S-2 FOR SEWERLINE PURPOSES AFFECTING LOT 28 = 2,653 SQ.FT.
EASEMENT S-3 FOR SEWERLINE PURPOSES AFFECTING LOT 42 = 2,255 SQ.FT.
EASEMENT S-4 FOR SEWERLINE PURPOSES AFFECTING LOT 31 = 4,176 SQ.FT.
EASEMENT S-5 FOR SEWERLINE PURPOSES AFFECTING LOT 44 = 2,863 SQ.FT.
EASEMENT S-6 FOR SEWERLINE PURPOSES AFFECTING LOT 168 = 1,724 SQ.FT.
EASEMENT S-7 FOR SEWERLINE PURPOSES AFFECTING LOT 167 = 1,990 SQ.FT.
EASEMENT S-8 FOR SEWERLINE PURPOSES AFFECTING LOT 166 = 2,005 SQ.FT.
EASEMENT S-9 FOR SEWERLINE PURPOSES AFFECTING LOT 181 = 1,793 SQ.FT.
EASEMENT S-10 FOR SEWERLINE PURPOSES AFFECTING LOT 171 = 2,741 SQ.FT.
EASEMENT S-11 FOR SEWERLINE PURPOSES AFFECTING LOT 172 = 2,627 SQ.FT.
EASEMENT S-12 FOR SEWERLINE PURPOSES AFFECTING LOT 106 = 7,972 SQ.FT.
EASEMENT S-13 FOR SEWERLINE PURPOSES AFFECTING LOT 128 = 3,732 SQ.FT.
EASEMENT S-14 FOR SEWERLINE PURPOSES AFFECTING LOT 129 = 2,676 SQ.FT.
EASEMENT S-15 FOR SEWERLINE PURPOSES AFFECTING LOT 88 = 2,572 SQ.FT.
EASEMENT S-16 FOR SEWERLINE PURPOSES AFFECTING LOT 132 = 999 SQ.FT.
EASEMENT S-17 FOR SEWERLINE PURPOSES AFFECTING LOT 135 = 1,815 SQ.FT.
EASEMENT S-18 FOR SEWERLINE PURPOSES AFFECTING LOT 134 = 2,231 SQ.FT.
EASEMENT U-1 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 1 TO 22, INCLUSIVE, 25, 187, 191 AND 192 = 242,632 SQ.FT.
EASEMENT U-2 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 23 TO 47, INCLUSIVE, 187, 193 TO 196, INCLUSIVE = 415,348 SQ.FT.
EASEMENT U-3 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 38, 155 TO 166, INCLUSIVE, 176 TO 180, INCLUSIVE, 187, 197 AND 207 = 214,803 SQ.FT.
EASEMENT U-4 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 113, 114, 150 TO 154, INCLUSIVE, 180 TO 184, INCLUSIVE, AND 187 = 140,872 SQ.FT.
EASEMENT U-5 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 96, 97, 126 TO 135, INCLUSIVE, 138 TO 149, INCLUSIVE, 188, 199 AND 200 = 272,397 SQ.FT.
EASEMENT U-6 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 85, 88, 89, 90, 135, 136, 137, 188 AND 189 = 122,584 SQ.FT.
EASEMENT U-7 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 71 TO 84, INCLUSIVE, 86, 87, 188 AND 201 = 158,859 SQ.FT.
EASEMENT U-8 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 60 TO 70, INCLUSIVE, 91 TO 95, INCLUSIVE, 98 TO 104, INCLUSIVE, 190 AND 202 = 259,350 SQ.FT.
EASEMENT U-9 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 53 TO 60, INCLUSIVE, 105, 122 TO 125, INCLUSIVE, 190, 198 AND 206 = 159,862 SQ.FT.
EASEMENT U-10 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 105 TO 121, INCLUSIVE, 167 TO 175, INCLUSIVE, 185, 197 AND 198 = 270,987 SQ.FT.
EASEMENT U-11 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOTS 7 TO 10, INCLUSIVE, AND 48 TO 51, INCLUSIVE = 102,291 SQ.FT.
EASEMENT U-12 FOR UTILITY PURPOSES AFFECTING LOT 4 = 2,710 SQ.FT.
EASEMENT U-13A FOR UTILITY PURPOSES AFFECTING LOT 7 = 914 SQ.FT.
EASEMENT U-13B FOR UTILITY PURPOSES AFFECTING LOT 4 = 16,912 SQ.FT.
EASEMENT U-14 FOR UTILITY PURPOSES AFFECTING LOT 42 = 7,530 SQ.FT.
EASEMENT U-15 FOR WATERLINE PURPOSES AFFECTING LOT 41 = 7,730 SQ.FT.
EASEMENT U-16 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOT 185 = 21,595 SQ.FT.
EASEMENT U-17 FOR WATERLINE PURPOSES AFFECTING LOT 170 = 11,986 SQ.FT.
EASEMENT U-18A FOR UTILITY PURPOSES AFFECTING LOT 98 = 10,259 SQ.FT.
EASEMENT U-18B FOR UTILITY PURPOSES AFFECTING LOT 112 = 11,762 SQ.FT.
EASEMENT U-18C FOR UTILITY PURPOSES AFFECTING LOT 113 = 10,811 SQ.FT.
EASEMENT U-19 FOR ACCESS AND UTILITY PURPOSES AFFECTING LOT 147 = 11,207 SQ.FT.
EASEMENT U-20 FOR UTILITY PURPOSES AFFECTING LOTS 126 AND 128 = 6,283 SQ.FT.
EASEMENT U-21 FOR UTILITY PURPOSES AFFECTING LOTS 89, 90 AND 96 = 18,513 SQ.FT.
EASEMENT U-22A FOR WATERLINE PURPOSES AFFECTING LOT 135 = 2,650 SQ.FT.
EASEMENT U-22B FOR WATERLINE PURPOSES AFFECTING LOT 134 = 3,345 SQ.FT.
EASEMENT U-22C FOR WATERLINE PURPOSES AFFECTING LOT 133 = 3,385 SQ.FT.
EASEMENT U-22D FOR WATERLINE PURPOSES AFFECTING LOT 132 = 3,420 SQ.FT.
EASEMENT U-22E FOR WATERLINE PURPOSES AFFECTING LOT 131 = 2,746 SQ.FT.
EASEMENT U-23 FOR UTILITY PURPOSES AFFECTING LOT 139 = 6,269 SQ.FT.
EASEMENT U-24 FOR IRRIGATION PURPOSES AFFECTING LOTS 82 AND 83 = 26,573 SQ.FT.
EASEMENT U-25 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOT 81 = 6,962 SQ.FT.
EASEMENT U-26 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOT 74 = 6,566 SQ.FT.
EASEMENT U-27 FOR UTILITY PURPOSES AFFECTING LOT 86 = 4,890 SQ.FT.
EASEMENT U-28 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOT 87 = 21,704 SQ.FT.
EASEMENT U-29 FOR SEWERLINE PURPOSES AFFECTING LOT 88 = 8,107 SQ.FT.
EASEMENT U-30 FOR UTILITY PURPOSES AFFECTING LOTS 160 AND 169 = 19,481 SQ.FT.
EASEMENT U-31 FOR UTILITY PURPOSES AFFECTING LOTS 177, 180 AND 181 = 25,075 SQ.FT.
EASEMENT U-32 FOR SEWERLINE PURPOSES AFFECTING LOT 123 = 6,527 SQ.FT.
EASEMENT U-33 FOR UTILITY AND DRAINAGE PURPOSES AFFECTING LOT 53 = 8,554 SQ.FT.
EASEMENT U-34 FOR WATERLINE PURPOSES AFFECTING LOT 32 = 1,036 SQ.FT.
EASEMENT U-35 FOR WATERLINE PURPOSES AFFECTING LOT 59 = 1,483 SQ.FT.
EASEMENT U-36 FOR WATERLINE PURPOSES AFFECTING LOT 8 = 8,087 SQ.FT.
EASEMENT U-37 FOR WATERLINE PURPOSES AFFECTING LOT 195 = 9,757 SQ.FT.
EASEMENT U-38 FOR ACCESS PURPOSES AFFECTING LOT 139 = 6,944 SQ.FT.
EASEMENT W-6 FOR IRRIGATION MAINTENANCE AND OPEN SPACE PURPOSES AFFECTING LOTS 150 TO 157, INCLUSIVE = 38,695 SQ.FT.
EASEMENT W-7 FOR IRRIGATION MAINTENANCE AND OPEN SPACE PURPOSES AFFECTING LOTS 91, 92, 93, 95, 98, 112 AND 113 = 47,472 SQ.FT.
EASEMENT W-8 FOR IRRIGATION MAINTENANCE AND OPEN SPACE PURPOSES AFFECTING LOT 70 = 5,715 SQ.FT.
EASEMENT W-9 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 160 = 8,431 SQ.FT.
EASEMENT W-10 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 155 = 9,957 SQ.FT.
EASEMENT W-11 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 108 = 13,823 SQ.FT.
EASEMENT W-12 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 198 = 35,010 SQ.FT.
EASEMENT W-13 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 190 = 44,785 SQ.FT.
EASEMENT W-14 FOR IRRIGATION PIPELINE PURPOSES AFFECTING LOT 187 = 26,823 SQ.FT.

| NORTH IAO VILLAGE | |
|---|---|
| LOT NO. | OWNER(S) |
| LOT 1 | Natividad R. Caldito |
| LOT A | Allen D. Alconcel, etal. |
| LOT 2 | Benito J. Alconcel and wf. Bernadine L. |
| LOT 3 | Vicente Aceret and wf. Laureano, etal. |
| LOT 4 | Kathy T. Alves, etal. |
| LOT 5 | David S. McCreight |
| LOT 6 | Robert Gomes and wf. Mary Ann L. |
| LOT 7 | Sonny P. Tagalan and wf. Pacita M. |
| LOT 8 | Bernard Igarta Trust and wf. Flores R. Igarta |
| LOT 9 | Bernard Igarta Trust |
| LOT 10 | Wilfred Grine and wf. Nadine |
| LOT 11 | Alan N. Mashino and wf. Dana L., etal. |
| LOT 12 | Eustaquio Dalivo, etal. |
| LOT 13 | Catalino D. Dulay and wf. Gloria C. Trust |
| LOT 14 | Melchor Mariano and wf. Cecilia |
| LOT 15 | Eulogio M. Yadao and wf. Dominga, etal. |
| LOT 47 | Avelino Dela Cruz and wf. Atanacia A. |
| LOT 48 | Arnel A. Delos Santos and wf. Valeria |
| LOT 49 | Vernon S. Rosa |


TRUE NORTH
SCALE: 1 IN. = 100 FT.
ENLARGEMENT 2
SCALE: 1 IN. = 100 FT.
SEE INSET 6
SEE INSET 7
SEE INSET 8
SEE INSET 9
SEE INSET 10
SEE INSET 11
SEE INSET 12
SEE INSET 13
SEE INSET 14
SEE INSET 15
SEE INSET 17
KAHEKILI HIGHWAY
PUUKUALA AND KAPOUKUU
Wailuku Agribusiness Co., Inc. (Owner)
Josette M. Barrett (Owner)
Alexander and Baldwin Inc. (Owner)
40 FT. RIGHT-OF-WAY
50-Foot Building Setback Line
Existing Electrical and Telephone Easement B
EASEMENT E-1 for electrical purposes
EASEMENT U-37 for waterline purposes
3/4" Pipe

FILE PLAN




# WAILUKU COUNTRY ESTATES

LAND SITUATED ON THE WESTERLY SIDE OF KAHEKILI HIGHWAY

WAILUKU, MAUI, HAWAII

BEING ALL OF R.P. 7774, L.C. AW. 3335 TO NAONOHI; R.P. 6101, L.C. AW. 3368 TO PAWI; R.P. 6102, L.C. AW. 3294–B: 2 TO MOOMOOIKI; R.P. 5289, L.C. AW. 3488 TO KAANA; R.P. 5366, L.C. AW. 377 TO JOHN PILLITIER; R.P. 7432, L.C. AW. 3498 TO KAUPE; R.P. 6102, L.C. AW. 3294–B:1:M:1 TO MOOMOOIKI; R.P. 7790, L.C. AW. 2495: 1, 2, 3, AND 4 TO KAAHOLOKUAU; R.P. 5376, L.C. AW. 406:1 TO NAPELA; L.C. AW. 3292 TO MUA; R.P. 997, L.C. AW. 453:2 TO KUHELANI; R.P. 5154, L.C. AW. 3275–E TO KALEO; R.P. 6630, L.C. AW. 4461:1 AND 2 TO KAWAA; R.P. 2009, L.C. AW. 2436: 1 AND 3 TO KAHAKI; R.P. 5973, L.C. AW. 2502:1 TO IHUMA; AND PORTIONS OF R.P. 5298–E4058, L.C. AW. 3225 TO OPUNUI; R.P. 6888, L.C. AW. 3237 TO HEWAHEWA; R.P. 3652, L.C. AW. 2503:2 TO OHULE; R.P. 2009, L.C. AW. 2436:2 TO KAHAIKI; R.P. 6529 AND 6437, L.C. AW. 2533:1 TO MALAHI; R.P. 597, L.C. AW. 453:1 TO KUHELANI; R.P. 6397, L.C. AW. 2435 TO KAHOOKE; R.P. 6065, L.C. AW. 3387 TO POOLILIL; R.P. 4424 AND 4622, L.C. AW. 3330 TO LONOHIWA; R.P. 7302, L.C. AW. 4452:9 TO H. KALAMA; R.P. 6102, L.C. AW. 3294–B:1:M:2 TO MOOMOOIKI; R.P. 5973, L.C. AW. 2502:3 TO IHUMA; GRANT 3343 TO CLAUS SPRECKELS; KAMEHAMEHA IV DEED TO C. BREWER AND OTHERS; AND POALIMAS.

SUBDIVIDED INTO LOTS 1 TO 207, INCLUSIVE, DESIGNATION OF EASEMENTS D–1 TO D–4, INCLUSIVE, E–1 TO E–4, INCLUSIVE, L–1 TO L–23, INCLUSIVE, R–1, R–2, S–1 TO S–18, INCLUSIVE, U–1 TO U–12, INCLUSIVE, U–13A, U–13B, U–14 TO U–17, INCLUSIVE, U–18A, U–18B, U–18C, U–19, U–20, U–21, U–22A TO U–22E, INCLUSIVE, U–23 TO U–38, INCLUSIVE, W–6 TO W–14, INCLUSIVE, DESIGNATION OF RESTRICTION OF VEHICULAR ACCESS RIGHTS AFFECTING LOTS 7 TO 10, INCLUSIVE, 51, 52, 55 TO 62, INCLUSIVE, 68 AND DESIGNATION OF A 50–FOOT WIDE BUILDING SETBACK LINE AFFECTING LOTS 19, 22, 23, 24, 34, 35, 36 AND 157 TO 163, INCLUSIVE.

SUBJECT, HOWEVER, TO THE FOLLOWING EXISTING EASEMENTS:

1. PIPELINE EASEMENT 2, AFFECTING LOTS 52 AND 204
2. STORM DRAIN EASEMENT 1, AFFECTING LOT 206
3. STORM DRAIN EASEMENT 2, AFFECTING LOT 204
4. STORM DRAIN EASEMENT A, AFFECTING LOTS 52, 53, 117 TO 120, INCLUSIVE, 123, 125, 143, 144, 145, 149, 150, 170, 172, 184, 186, 187, 190, 197, 199, AND 206.
5. MAINTENANCE ROAD EASEMENT B, AFFECTING LOTS 149, 150 AND 186
6. ELECTRICAL AND TELEPHONE EASEMENT, AFFECTING LOT 45
7. DIVERSION EASEMENT A, AFFECTING LOTS 170, 171, 173 TO 178, INCLUSIVE, AND 197
8. DIVERSION EASEMENT B, AFFECTING LOTS 29 TO 32, INCLUSIVE, 45 TO 48, INCLUSIVE, AND 193
9. DIVERSION EASEMENT C, AFFECTING LOTS 63, 64, 103, 106, 107, 118, 190 AND 198
10. DIVERSION EASEMENT D, AFFECTING LOTS 58, 59, 60, 122 TO 125, INCLUSIVE, AND 190
11. DIVERSION EASEMENT E, AFFECTING LOTS 53 TO 57, INCLUSIVE
12. SEWERLINE EASEMENT B, AFFECTING LOTS 52, 55, 205 AND 206
13. ELECTRICAL AND TELEPHONE EASEMENT A, AFFECTING LOTS 52, 55, 205 AND 206
14. ELECTRICAL AND TELEPHONE EASEMENT B, AFFECTING LOTS 24, 25, 29 TO 32, INCLUSIVE, 46, 47, 48, 187, 193, 194 AND 195
15. WATERLINE EASEMENT, AFFECTING LOTS 63, 64, INCLUSIVE, 103, 106, 107, 118, 190 AND 198
16. WATERLINE EASEMENT A, AFFECTING LOT 117, 118 AND 170
17. WATERLINE EASEMENT AFFECTING LOTS 64 TO 68, INCLUSIVE
18. ELECTRICAL AND TELEPHONE EASEMENT, AFFECTING LOT 61
19. ELECTRICAL AND TELEPHONE EASEMENT, AFFECTING LOT 62
20. ELECTRICAL AND TELEPHONE EASEMENT, AFFECTING LOT 68
21. IRRIGATION EASEMENT W–1, AFFECTING LOT 186
22. IRRIGATION EASEMENT W–2, AFFECTING LOTS 98, 99, 100, 110, 114, 160, 161, 162, 172, 178 TO 184, INCLUSIVE, 187 AND 198
23. IRRIGATION EASEMENT W–3, AFFECTING LOTS 52, 53, 113 TO 120, INCLUSIVE, 123, 125, 150, 170, 172, 187, 190 AND 197
24. IRRIGATION EASEMENT W–4, AFFECTING LOTS 128, 142, 143 AND 188
25. IRRIGATION EASEMENT W–5, AFFECTING LOTS 52 TO 61, INCLUSIVE, 100, 103, 104, 106, 108, 110 AND 190

TOTAL AREA = 455.234 ACRES

OWNER: CGM, LLC
ADDRESS: WAILUKU, MAUI, HAWAII

This map is from an actual survey on the ground made by, or under the direct supervision of the undersigned, between the dates May 18, 2001 and July 12, 2002 and may be checked by the State Land Surveyor with field book numbers 95049–1 to 95049–2, inclusive, and calculation folder numbered 95049–A and working sheet number 95049.

2145 Wells Street – Suite 403
Wailuku, Maui, Hawaii
December 31, 2003

WARREN S. UNEMORI – ENGINEERING, INC.

By: _____ 4/30/04
Licensed Professional Land Surveyor — Exp. Date of License
Certificate Number 1569

I hereby certify that the description of survey and map here on has been examined and checked as to form and mathematical correctness, but not on the ground and the same is approved in accordance with Section 502–17, 18 and 19, of the Hawaii Revised Statutes.
Honolulu, Hawaii

_____
State Land Surveyor

State of Hawaii
Office of
Bureau of Conveyances
Received for filing this _____ day of _____, at _____ o'clock
and filed in File No. _____

_____
Registrar of Conveyances

Metes and Bounds description recorded in Document No.

36"x210"

EXHIBIT NO.
**2189 WCEIC - 246**

R.P. 7302, L.C.AW. 4452, AP. 9 TO H. KALAMA

TRUE NORTH
SCALE: 1 IN. = 100 FT.

Wailuku Agribusiness Co., Inc.
(Owner)

EASEMENT U-5
for utility purposes

EASEMENT W-6
for irrigation maintenance and open space purposes

EASEMENT U-4
for utility purposes

EASEMENT W-10
for irrigation pipeline purposes

50-Foot Building Setback Line

EASEMENT W-14
for irrigation pipeline purposes

EASEMENT W-9
for irrigation pipeline purposes

EASEMENT S-9
for sewerline purposes

EASEMENT U-31
for utility purposes

Existing Irrigation Easement W-2

147 2.319 Ac.
148 2.089 Ac.
149 2.044 Ac.
150 2.139 Ac.
151 2.096 Ac.
152 2.115 Ac.
153 2.006 Ac.
154 2.008 Ac.
155 2.034 Ac.
156 2.064 Ac.
157 2.551 Ac.
158 2.319 Ac.
159 2.344 Ac.
160 2.584 Ac.
161 2.569 Ac.
162 2.588 Ac.
164 2.010 Ac.
165 2.072 Ac.
172 2.074 Ac.
173 2.253 Ac.
174 2.087 Ac.
175 2.015 Ac.
176 2.118 Ac.
177 2.226 Ac.
178 2.460 Ac.
179 2.253 Ac.
180 2.338 Ac.
181 2.180 Ac.
182 2.154 Ac.
183 2.441 Ac.
184 2.118 Ac.
186 6.726 Ac.
187 5.177 Ac.
113 2.238 Ac.
114 2.442 Ac.
115 2.096 Ac.

SEE INSET 16
SEE INSET 15

ENLARGEMENT 3
SCALE: 1 IN. = 100 FT.

EXHIBIT NO.
**2189 WCEIC - 247**

TRUE NORTH
SCALE: 1 IN. = 100

Wailuku Agribusiness Co., (Owner)

EASEMENT E-4 for electrical purposes
EASEMENT L-22 for sight distance purposes
EASEMENT L-21 for sight distance purposes
EASEMENT U-17 for waterline purposes
EASEMENT U-32 for sewerline purposes
EASEMENT W-12 for irrigation pipeline purposes
EASEMENT U-9 for utility purposes
EASEMENT S-11 for sewerline purposes
EASEMENT S-10 for sewerline purposes
EASEMENT U-10 for utility and drainage purposes
EASEMENT U-3 for utility and drainage purposes
EASEMENT U-30 for utility purposes
EASEMENT U-16 for utility and drainage purposes
EASEMENT U-14 for utility purposes
EASEMENT S-8 for sewerline purposes
EASEMENT S-7 for sewerline purposes
EASEMENT S-6 for sewerline purposes
EASEMENT E-3 for utility purposes
EASEMENT U-15 for waterline purposes
EASEMENT S-5 for sewerline purposes
EASEMENT S-4 for sewerline purposes
EASEMENT D-2 for drainage purposes
EASEMENT E-5 for electrical purposes
EASEMENT L-11 for sight distance purposes
EASEMENT L-10 for sight distance purposes
EASEMENT L-9 for sight distance purposes
EASEMENT L-8 for sight distance purposes
EASEMENT L-6 for sight distance purposes
EASEMENT L-5 for sight distance purposes
EASEMENT L-7 for sight distance purposes
EASEMENT L-4 for sight distance purposes
EASEMENT U-2 for utility and drainage purposes
EASEMENT U-37 for waterline purposes

Existing Storm Drain Easement A
Existing Diversion Easement A
Existing Diversion Easement C
Existing Diversion Easement D
Existing Waterline Easement A
Existing Waterline Easement
Existing Irrigation Easement W-3
Existing Storm Drain Easement A
Existing Electrical and Telephone Easement
Existing Diversion Easement B
Existing Electri Telephone Eas

50-Foot Building Setback Line

PUUOHALA AND KAUOUKUU

R.P. 7302, L.C.AW. 4452, AP 13 TO H. KALAMA
R.P. 7432, L.C.AW. 3498 TO KAUPE
R.P. 6102, L.C.AW. 3294-B:1:M:1 TO MOOMOOIKI
R.P. 6102, L.C.AW. 3294-B:1:M:2 TO MOOMOOIKI
R.P. 5288, L.C.AW. 3488 TO KAMA
R.P. 5566, L.C.AW. 3171 TO JOHN PELUSES
R.P. 6102, L.C.AW. 3294-B:2 TO MOOMOOIKI
R.P. 6101, L.C.AW. 3388 TO PAHU
R.P. 7714, L.C.AW. 3335 TO NONOHI
R.P. 5973, L.C.AW. 2502:3 TO IHUMAI
R.P. 6085, L.C.AW. 3967 TO PUOKILI
R.P. 6529 AND 6437, L.C.AW. 3333:1 TO MAUAHI
R.P. 2009, L.C.AW. 2436:3 TO KAHAIKI
R.P. 2009, L.C.AW. 2436:2 TO KAHAIKI
R.P. 2009, L.C.AW. 2436:1 TO KAHAIKI
R.P. 6530, L.C.AW. 4451:1 TO KAHAIKI
R.P. 5154, L.C.AW. 3330 TO KALEO
R.P. 7790, L.C.AW. 2495:1 TO KAIAHOLOKUAU
R.P. 7790, L.C.AW. 2495:4 TO KAIAHOLO KUAU
R.P. 6530, L.C.AW. 4451:2 TO KAMAA
R.P. 4424 AND 4622, L.C.AW. 3330 TO LONOHIWA
F.P. 6888, L.C.AW. 3337 TO HEWAHEWA

Haleakala M. Valentine, Etal. (Owners)
Gary A. L. Brito and wf. Evelyn L. (Owners)
County of Maui (Owner)
John J. Gonzales Trust (Owners)
Henry Kailiehu, Etal. (Owners)
Peter J. Winn (Owners)

SEE INSET 6
SEE INSET 8
SEE INSET 13
SEE INSET 14
SEE INSET 15

40 FT. RIGHT-OF-WAY

| | | | |
|---|---|---|---|
| 106 | 190 Ac. | 118 | 2.316 Ac. |
| 107 | 2.008 Ac. | 119 | 2.329 Ac. |
| 105 | 2.056 Ac. | 120 | 2.184 Ac. |
| 111 | .002 Ac. | 112 | .228 Ac. |
| -18B | es | 113 | 2.238 Ac. |
| 114 | 2.442 Acs. | 115 | 2.096 Ac. |
| 198 | 1.511 Ac. | 116 | 2.423 Ac. |
| 109 | 2.020 Ac. | 117 | 2.293 Ac. |
| 122 | 2.028 Ac. | 123 | 2.114 Ac. |
| 124 | 2.043 Ac. | 125 | 2.072 Ac. |
| 184 | 2.118 Ac. | 183 | 2.441 Ac. |
| 182 | 2.154 Ac. | 176 | 2.118 Ac. |
| 178 | 2.460 Ac. | 161 | 2.569 Ac. |
| 172 | 2.074 Ac. | 173 | 2.253 Ac. |
| 174 | 2.087 Ac. | 175 | 2.015 Ac. |
| 171 | 2.046 Ac. | 197 | 1.999 Ac. |
| 177 | 2.226 Ac. | 162 | 2.588 Ac. |
| 185 | 2.263 Ac. | 196 | 0.763 Ac. |
| 163 | 2.882 Ac. | 164 | 2.010 Ac. |
| 165 | 2.072 Ac. | 166 | 2.122 Ac. |
| 167 | 2.132 Ac. | 168 | 2.073 Ac. |
| 169 | 2.020 Ac. | 170 | 2.783 Ac. |
| 38 | 2.078 Ac. | 36 | 2.728 Ac. |
| 207 | 0.758 Ac. | 39 | 2.026 Ac. |
| 40 | 2.009 Ac. | 35 | 2.783 Ac. |
| 37 | 2.043 Ac. | 33 | 2.147 Ac. |
| 34 | 2.095 Ac. | 44 | 2.116 Ac. |
| 43 | 2.098 Ac. | 42 | 2.212 Ac. |
| 32 | 2.173 Ac. | 31 | 2.399 Ac. |
| 30 | 2.360 Ac. | 24 | 2.819 Ac. |
| 194 | 0.359 Ac. | 29 | 2.395 Ac. |
| 193 | 1.422 Ac. | 23 | 2.603 Ac. |
| 25 | 2.532 Ac. | 26 | 2.632 Ac. |
| 22 | 2.868 Ac. | 187 | 5.177 Ac. |
| 21 | | 19 | 3.003 Ac. |

EXHIBIT NO.
2189 WCEIC - 248

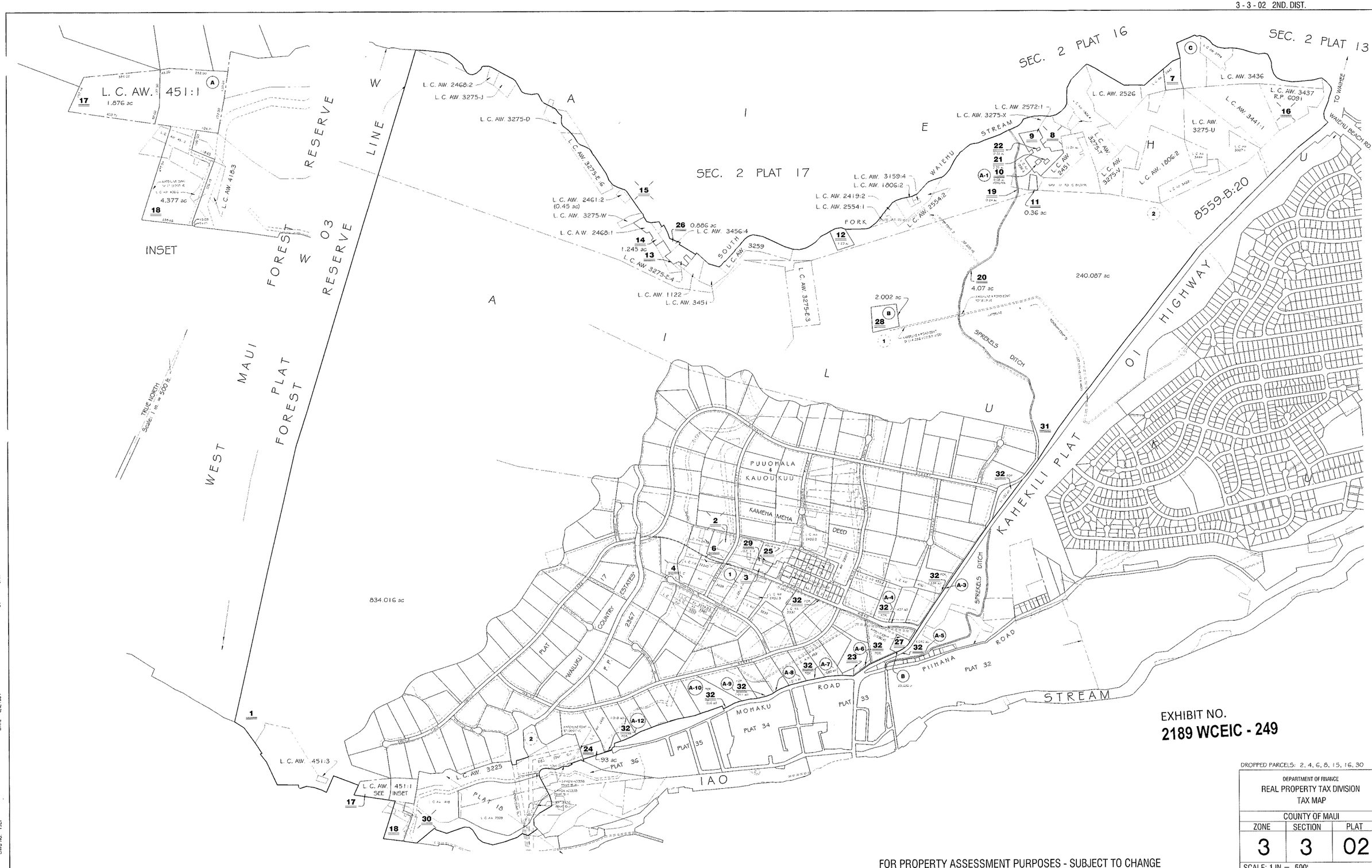



EXHIBIT NO.
**2189 WCEIC - 249**

DROPPED PARCELS: 2, 4, 6, 8, 15, 16, 30

DEPARTMENT OF FINANCE
REAL PROPERTY TAX DIVISION
TAX MAP

COUNTY OF MAUI

| ZONE | SECTION | PLAT |
|---|---|---|
| 3 | 3 | 02 |

SCALE: 1 IN = 500'

FOR PROPERTY ASSESSMENT PURPOSES - SUBJECT TO CHANGE

PRINTED:

DWG NO. 1927 DATE 3/8/1934 BY JAK SOURCE TM Y DEPT.

3 3 02

SEP 8 1938
FEB 14 1939
MAY 20 1946
NOV 29 1950
JAN 6 1969
3 1 1977
1 8 1977
JUL 9 1985

INSET

Auwai

True North
1"=200'

Harold A. Graham Trust

L.C. Aw. 1.876 Ac.

Henry Ho's orchid & garden

451:1

L.C.Aw. 451:2

L.C.Aw. 406:2

L.C.Aw. 418:3

WATERLINE EAST "A" 20' WIDE

18 4.377 Ac.

L.C.Aw. 7905

MAUI PLAT 03

FOREST RESERVE

Forest Reserve Line

W

A

I

L.C.Aw. 2468:2

L. C. Aw. 3275-J

L.C.Aw. 3275-D

Waihee Ditch

L.C.Aw. 3275-E:6

(0.95 ac.)

L.C.Aw. 2961:2

L.C. Aw. 3275-W

26 (SEE BELOW)

L.C.Aw. 3456:4

Wailuku Sugar Co. 44/96

Rose Maio - Dec'd
Harry Maio
Henry Maio
Deborah Maio
Thomas Cerizo & wf. Claire S. - 1/12 - 35/96

14/96

L.C.Aw. 2468:1
1.245 Ac.

14

13

L.C.Aw. 3275-F

L.C.Aw. 11222

L.C.Aw. 3451

South Fork

L.C.Aw. 3259

Waiehu

10 Ac.

12

Simplicio E. Cerizo & wf. Modesta F. Tle

L.C.Aw. 3275-E:3

Wailuku Agribusiness Co. Inc.

Reservoir

PARCEL 9:
Yasunobu Miyahira & wf.
Fumiko - Tle. over (87,265± sq. ft. or 2.002 Ac.)
Selamen K. Hana - (1.370 Ac.)

SECTION 2 PLAT 17

North Fork Waiehu Stream

599 Above Sea Level

Alexander & Baldwin, Inc.
0.29 Ac.

19

L.C.Aw. 2572:1

L.C.Aw. 3275-X

L.C.Aw. 2572:2

L.C.Aw. 3275-T

L.C.Aw. 3275-V

L.C.Aw. 1806:3

L.C.Aw. 1806:4

L.C.Aw. 2526

L.C.Aw. 2451

22 W.S.Co. 0.02 ac.

21 W.S.Co. 0.066 Ac.

10 W.S.Co. 0.085 Ac.

Waiehu Stream

L.C.Aw. 2418:2

L.C.Aw. 2554:1

L.C.Aw. 2554:2

L.C.Aw. 3275-Y

Kom IV to C. Brewer

Road

Pumping Plant

Alexander & Baldwin, Inc.
0.36 Ac.

11

L.C.Aw. 1806:2

L.C.Aw. 3432:1

8559-B:20

(2)

SEC. 2 PLAT 16

Jane L. Lorenzo et al - 1/6
Julia M. Lorenzo - 1/4
Julia Bedoya - 1/12
1.695 Ac.

L.C.Aw. 3374

L.C.Aw. 3436

L.C.Aw. 3441:1

L.C.Aw. 3275-U

L.C.Aw. 3327:1

L.C.Aw. 3444

R.P. 6091
L.C.Aw. 3437
16

SEC. 2 PLAT 13

Waiehu Stream

To Waihee

Waihee Ditch

E

H

C

Aw.

U

Alexander & Baldwin, Inc.
20 4.07 acs.

Wailuku Sugar Co.
57,989 sq. ft. or 1.331 Ac.

28 (1)

℄ WATERLINE & RDWY. EASM'T. "C" (829 sq.)

℄ WATERLINE & RDWY. EASM'T. "D" (15 FT. WD.) (1,288 sq.)

℄ WATERLINE & RDWY. EASM'T. "C" (15 FT. WD.) (37,171 sq.)

Sprecklels Ditch (open)

RDWY. EASM'T. "B"

HIGHWAY

Waiehu Agribusiness Co. Inc.

1531.574 Ac.

Walhee Ditch

Kamehameha Deed

PUUOHALA & KAUOUKUU

L.C.Aw. 2495:1

L.C.Aw. 3408

L.C.Aw. 2693

L.C.Aw. 2439:2

L.C.Aw. 2502:2

L.C.Aw. 3488

L.C.Aw. 377

L.C.Aw. 3292

L.C.Aw. 3330

L.C.Aw. 406:1

L.C.Aw. 2439:3

29 25

PUUOHALA SUBD. L.C.Aw. 3237

PLAT 04 VILLAGE

Road

L. C. Aw. 453:1

(SEE BELOW) 27

23

PUHANA ROAD

Sprecklels Ditch

WAILUKU
7900.51 N.
1704.24 W.

True North
1"=500'

PLAT 01

KAHEKILI HIGHWAY

STATE BARN

PLAT 32

PLAT 33

PLAT 34

PLAT 35

PLAT 36

SEC. 4

KUHAU ROAD

L.C.Aw. 2452

L.C.Aw. 451:3

L.C.Aw. 2455

County of Maui 0.93 Ac.

L.C.Aw. 400:3

L.C.Aw. 2937:1

L.C.Aw. 2938

L.C.Aw. 2456

L.C.Aw. 2933:3 & 6

L.C.Aw. 2958

SIMON ACCESS EASM'T. "A-1"

SIMON ACCESS EASM'T. "B-1"

WATERLINE EASM'T. "A-1" (2,880 sq. ft.)

WATERLINE EASM'T. "B-1" (1,440 sq. ft.)

WATERLINE EASM'T. "C-1"

SLEC EASM'T. "C-1"

24

17

L.C.Aw. 491:1 SEE INSET

L.C. Aw. 3225

L.C.Aw. 418

35.287 Ac

L.C. Aw. 7905

30

18

1

L.C.Aw. 2452

L.C.Aw. 451:3

140

IAO VALLEY ROAD

29 Annie H. Haleakala

3 Annie H. Haleakala

25 Henry Kailehu, Marie Mendoza, & Francine R. Mendoza - J/T 4,814 sq. ft.

23 Robert N. Kimura, Shiro Tajiami, & Hazel N. Yamami - J/T (T.K. Kimura, Inc.) - Le 3839 sq. ft.

26 Wailuku Sugar Co. Abraham K. McAulton & wf. Rose E. - Tle - Myc 0.73 Ac.

27 Maui Electric Co., Ltd. 20,636 sq. ft.

Dwg No. 1927
By J.A.K. March 8, 1934
Source: Tax Maps Bureau & Survey Dept

EXHIBIT NO.
**2189 WCEIC - 250**

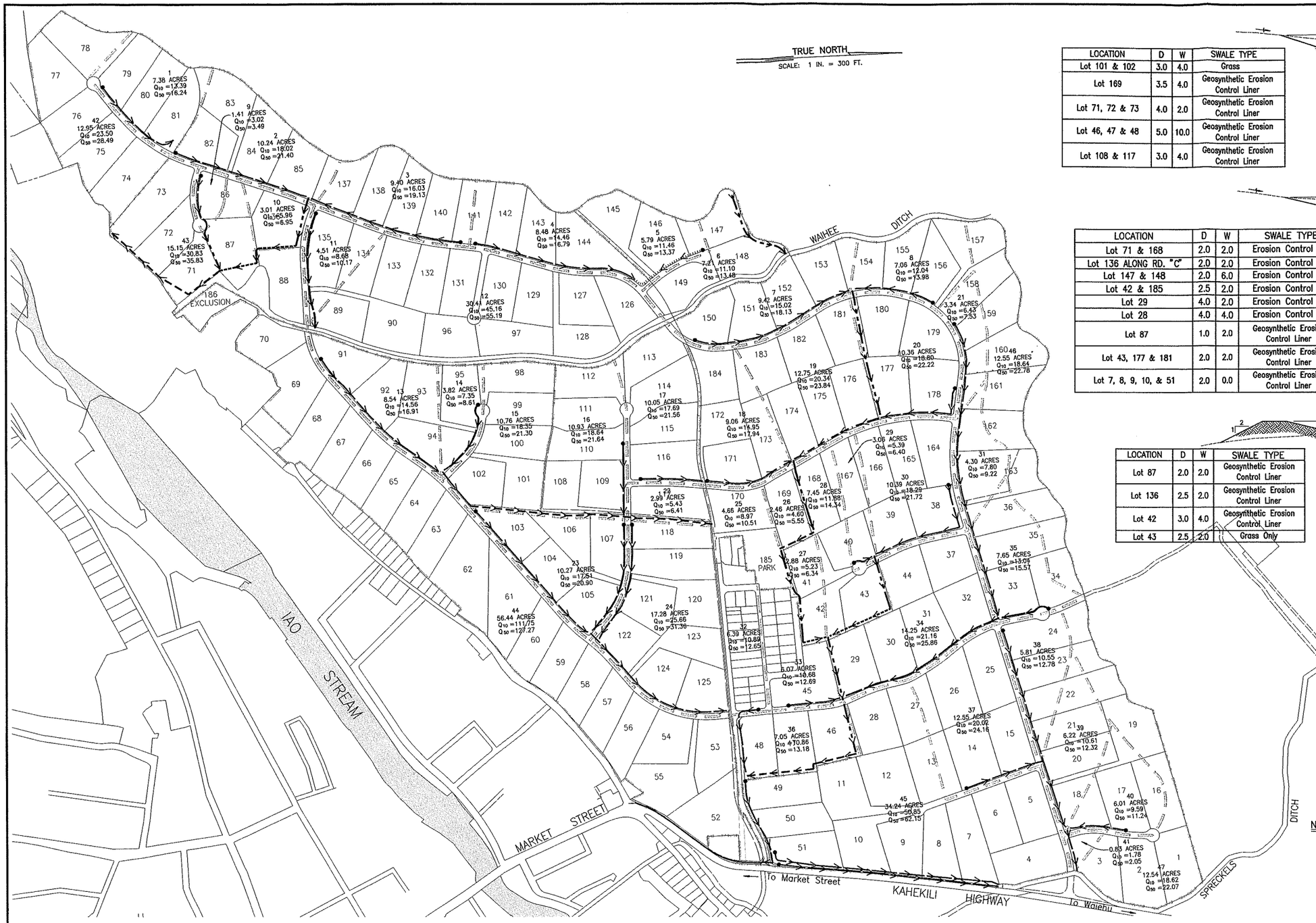
Parcels Dropped: 2, 4, 6, 9, 15, 16,

| SECOND DIVISION | | |
|---|---|---|
| ZONE | SEC. | PLAT |
| 3 | 3 | 02 |

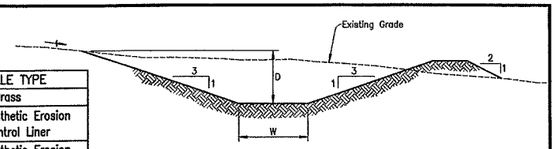
CONTAINING PARCELS

Scale:- 1 in. = 500 ft.

PRINTED

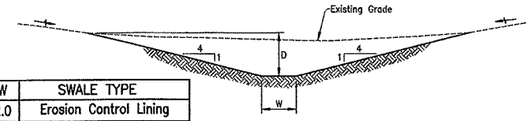



| LOCATION | D | W | SWALE TYPE |
|---|---|---|---|
| Lot 101 & 102 | 3.0 | 4.0 | Grass |
| Lot 169 | 3.5 | 4.0 | Geosynthetic Erosion Control Liner |
| Lot 71, 72 & 73 | 4.0 | 2.0 | Geosynthetic Erosion Control Liner |
| Lot 46, 47 & 48 | 5.0 | 10.0 | Geosynthetic Erosion Control Liner |
| Lot 108 & 117 | 3.0 | 4.0 | Geosynthetic Erosion Control Liner |



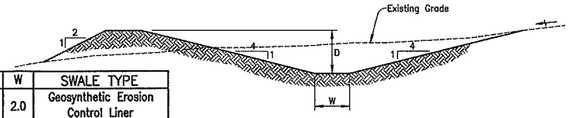

TYPE "A" SWALE
SCALE: 1/4" = 1'-0"

| LOCATION | D | W | SWALE TYPE |
|---|---|---|---|
| Lot 71 & 168 | 2.0 | 2.0 | Erosion Control Lining |
| Lot 136 ALONG RD. "C" | 2.0 | 2.0 | Erosion Control Lining |
| Lot 147 & 148 | 2.0 | 6.0 | Erosion Control Lining |
| Lot 42 & 185 | 2.5 | 2.0 | Erosion Control Lining |
| Lot 29 | 4.0 | 2.0 | Erosion Control Lining |
| Lot 28 | 4.0 | 4.0 | Erosion Control Lining |
| Lot 87 | 1.0 | 2.0 | Geosynthetic Erosion Control Liner |
| Lot 43, 177 & 181 | 2.0 | 2.0 | Geosynthetic Erosion Control Liner |
| Lot 7, 8, 9, 10, & 51 | 2.0 | 0.0 | Geosynthetic Erosion Control Liner |




TYPE "B" SWALE
SCALE: 1/4" = 1'-0"

| LOCATION | D | W | SWALE TYPE |
|---|---|---|---|
| Lot 87 | 2.0 | 2.0 | Geosynthetic Erosion Control Liner |
| Lot 136 | 2.5 | 2.0 | Geosynthetic Erosion Control Liner |
| Lot 42 | 3.0 | 4.0 | Geosynthetic Erosion Control Liner |
| Lot 43 | 2.5 | 2.0 | Grass Only |




TYPE "C" SWALE
SCALE: 1/4" = 1'-0"

LEGEND:

- TYPE "A" SWALE
- TYPE "B" SWALE
- TYPE "C" SWALE
- SPECIAL CONDITION ROAD "G" (SEE SHT. 3.02)
- SPECIAL CONDITION ROAD "H" (SEE SHT. 3.02)
- TYP. ROADWAY SWALE (SEE SHT. 3.02)

NOTES:

1. FOR SWALE DESIGN PARAMETERS, SEE SHT. 3.03
2. FOR ROADWAY SWALE LOCATION, SEE SHTS. 5.01 – 5.30
3. FOR ROADWAY SWALE PARAMETERS, SEE SHTS. 3.01 & 3.02
4. FOR DIVERSION SWALES AT TANK SITES, SEE SHTS. 12.02 & 12.03

EXHIBIT NO.
**2189 WCEIC - 251**

**"RECORD DRAWINGS"**
THESE "RECORD DRAWINGS" HAVE BEEN PREPARED ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY GOODFELLOW BROTHERS INC. ON AUGUST 24, 2004. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

| LETTER | DESCRIPTION | DATE |
|---|---|---|
| | "RECORD DRAWINGS" | 8-25-04 |
| 5 | Added Sheet In Its Entirety | 12/26/02 |

DARREN T. UNEMORI
LICENSED PROFESSIONAL ENGINEER
NO. 7937-C
HAWAII, U.S.A.

SIGNATURE 3/24/03 DATE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION "AS DEFINED IN SECTION 16-115-2 OF THE HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, ARCHITECTS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS"

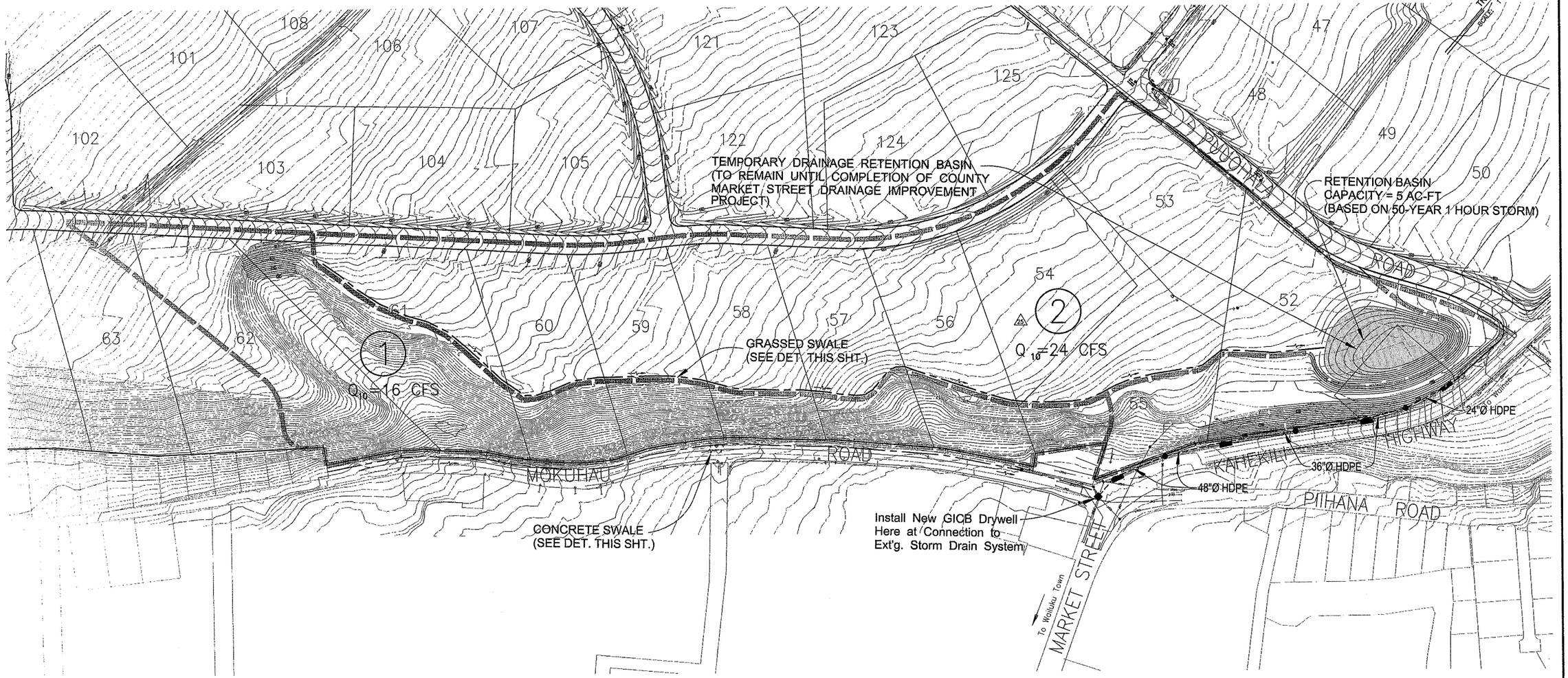
WARREN S. UNEMORI ENGINEERING, INC.
CIVIL & STRUCTURAL ENGINEERS/LAND SURVEYORS
WELLS STREET PROFESSIONAL CENTER, SUITE 403
2145 WELLS STREET, WAILUKU, MAUI, HAWAII 96793

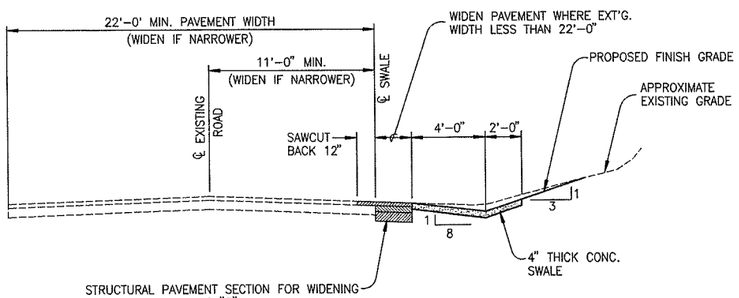
**WAILUKU COUNTRY ESTATES**
WAILUKU, MAUI, HAWAII

TITLE OFF-ROAD SWALE LAYOUT

| | | | |
|---|---|---|---|
| D.T.U. DESIGNED BY | D.T.U. CHECKED BY | 95049 JOB NUMBER | 3.04 SHEET |
| L.C.O. DRAWN BY | W.S.U. APPROVED BY | Dec. 26, 2002 DATE | OF SHEETS |
| SCALE AS NOTED | | | |

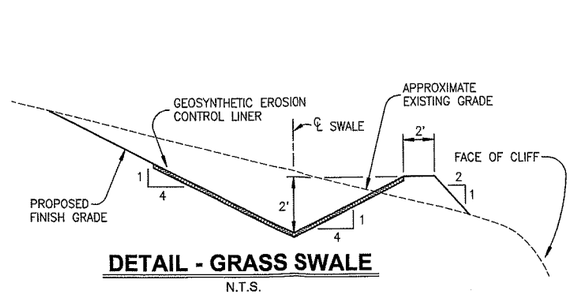
95proj/95049/dwg/conplans/exb-swale.dwg




## CONCRETE SWALE ON MOKUHAU ROAD

N.T.S.




## DETAIL - GRASS SWALE

N.T.S.

NOTE:

OWNERS SHALL MAKE PROVISIONS TO CONVEY RUNOFF TO COUNTY'S MARKET STREET DRAINAGE SYSTEM AT THE TIME THE TEMPORARY RETENTION BASINS ARE TO BE REMOVED.

LEGEND:

- LIMITS OF DRAINAGE AREA
- (2) DRAINAGE AREA NUMBER
- ■ DROP INLET STRUCTURE
- ▬ TYPE "C" CATCH BASIN
- • DRAINAGE MANHOLE
- ——— ℄ SWALE

EXHIBIT NO.

**2189 WCEIC - 252**

"RECORD DRAWINGS"

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| LETTER | DESCRIPTION | DATE |
|---|---|---|
| | "RECORD DRAWINGS" | 2/23/05 |
| 2 | Plan for Drainage Area 2 Revised to Reflect Relocation of Temporary Basin to Lot 52. | 9/10/04 |
| 1 | Added Drainage Improvements shown on this sheet | 12/13/02 |

DARREN T. UNEMORI
LICENSED PROFESSIONAL ENGINEER
NO. 7937-C
HAWAII, U.S.A.

SIGNATURE — DATE 9/13/04

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION "AS DEFINED IN SECTION 16-115-2 OF THE HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, ARCHITECTS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS"


WARREN S. UNEMORI ENGINEERING, INC.
CIVIL & STRUCTURAL ENGINEERS/LAND SURVEYORS
WELLS STREET PROFESSIONAL CENTER, SUITE 403
2145 WELLS STREET, WAILUKU, MAUI, HAWAII 96793

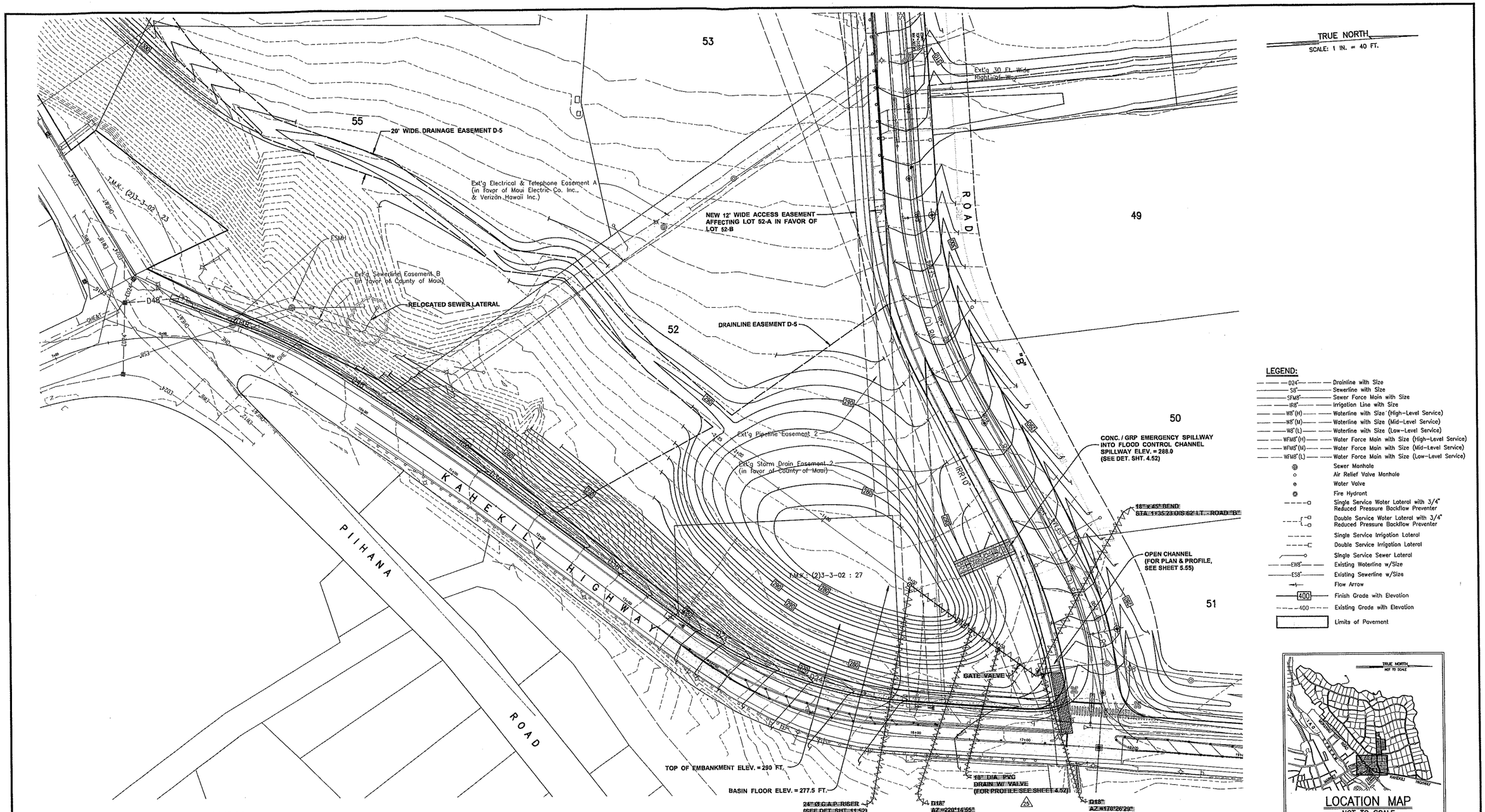

**WAILUKU COUNTRY ESTATES**

WAILUKU, MAUI, HAWAII

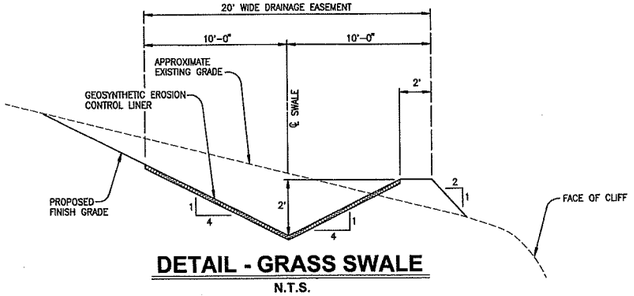
MOKUHAU ROAD / KAHEKILI HIGHWAY
TITLE DRAINAGE IMPROVEMENTS

| DESIGNED BY | CHECKED BY | JOB NUMBER | SHEET |
|---|---|---|---|
| | | 01096 | 4.09 |
| DRAWN BY | APPROVED BY | | |
| SCALE 1 IN. = 100 FT. | | DATE | OF SHEETS |

95proj/95049/dwg/conplans/mokuhau-dr00.dwg




## PROPOSED RETENTION BASIN ON LOT 52-B




## DETAIL - GRASS SWALE

N.T.S.

EXHIBIT NO.

**2189 WCEIC - 253**

**"RECORD DRAWINGS"**

THESE "RECORD DRAWINGS" HAVE BEEN PREPARED ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY GOODFELLOW BROTHERS INC. ON AUGUST 24, 2004. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

| LETTER | DESCRIPTION | DATE |
|---|---|---|
| | "RECORD DRAWINGS" | 2/23/05 |
| 25 | 18" Dia. Dewatering Drain Removed from Basin in Compliance with Dept. of Public Works Letter Dated 12/11/2003. | 9/10/04 |
| 20 | Added Sheet In Its Entirety | 10/24/03 |

DARREN T. UNEMORI
LICENSED PROFESSIONAL ENGINEER
NO. 7937-C
HAWAII, U.S.A.

SIGNATURE DATE 9/17/04

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION "AS DEFINED IN SECTION 16-115-2 OF THE HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, ARCHITECTS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS"

WARREN S. UNEMORI ENGINEERING, INC.
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WELLS STREET PROFESSIONAL CENTER, SUITE 403
2145 WELLS STREET, WAILUKU, MAUI, HAWAII 96793

**WAILUKU COUNTRY ESTATES**

WAILUKU, MAUI, HAWAII

TITLE RETENTION BASIN ON LOT 52-B

| DESIGNED BY | CHECKED BY | 01096 JOB NUMBER | 4.51 SHEET |
|---|---|---|---|
| DRAWN BY | APPROVED BY | DATE | OF SHEETS |
| SCALE 1 in. = 40 ft. | | | |

V:\PROJDATA\95proj\95049\Dwg\exhibits\HC&S-00a.dwg

Wailuku Water Company
Quarterly Usage - Wailuku Country Estates

| | Period | Start | End | Usage | Less: Kuleanas | Net Usage | Delivery Charge |
|---|---|---|---|---|---|---|---|
| Pump meter | 09/01/07 to 09/30/07 | 61,022,820 | 63,246,975 | 2,224,155 | 0 | 2,224,155 | 1,890.53 |
| Gravity meter | 09/01/07 to 09/30/07 | 49,980,840 | 61,451,495 | 11,470,655 | 340,200 | 11,130,455 | 9,460.89 |
| Pump meter | 10/01/07 to 10/31/07 | 63,246,975 | 65,231,860 | 1,984,885 | 0 | 1,984,885 | 1,687.15 |
| Gravity meter | 10/01/07 to 10/31/07 | 61,451,495 | 71,581,092 | 10,129,597 | 330,100 | 9,799,497 | 8,329.57 |
| Pump meter | 11/01/07 to 11/30/07 | 65,231,860 | 66,462,925 | 1,231,065 | 0 | 1,231,065 | 1,046.41 |
| Gravity meter | 11/01/07 to 11/30/07 | 71,581,092 | 77,681,010 | 6,099,918 | 212,000 | 5,887,918 | 5,004.73 |
| | Quarterly Total | | | 33,140,275 | 882,300 | 32,257,975 | 27,419.28 |
| | Minimum Charge | | | | | 45,000,000 | 38,250.00 |
| | Additional Quarterly amount due | | | | | 0 | 0.00 |

EXHIBIT NO.
**2189 WCEIC - 254**