



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT**

**OBJECTION TO AN  
APPURTENANT RIGHTS CLAIM**

<b>Form APRT-OBJ</b>
For Official Use Only:
2012 SEP 19 PM 2:18

**Instructions:** Complete one (1) "Objection to an Appurtenant Rights Claim Form" (Form APRT-OBJ) for each Appurtenant rights claim to which you object.

- Any person or entity with a legal or material interest in the water may file written objections. Persons filing objections must serve copies of the written objection and all related documentation / evidence 1) on the applicant; and 2) on the Commission on Water Resource Management, P.O. Box 621, Honolulu, HI 96809.
- Appurtenant rights claimants will have an opportunity to submit a rebuttal to the written objections.
- For questions, contact the Commission's Stream Protection and Management Branch at (808) 587-0234.

**A. OBJECTOR**

<b>NAME/COMPANY</b> Hui O Na Wai 'Eha and Maui Tomorrow; Office of Hawaiian Affairs		<b>Contact Person</b> Isaac Moriwake, Earthjustice; Pamela Bunn, Alston Hunt Floyd & Ing
<b>Mailing Address</b> 223 S. King St. 4th Floor Honolulu, HI 96813 (Moriwake); 1001 Bishop St. Suite 1800 Honolulu HI 96813 (Bunn)		
<b>Phone</b> 599-2436 (Moriwake) 524-1800 (Bunn)	<b>Fax</b> 521-6841 (Moriwake); 524-4591 (Bunn)	<b>E-mail Address</b> imoriwake@earthjustice.org; pbunn@ahfi.com

**Explain your legal or material interest in objecting to this Appurtenant rights claim.**  
See attached.

**B. APPLICANT (As listed in the Public Notice)**

<b>NAME/COMPANY</b> Wailuku Country Estates Community Ass'n & Irrigation Co., et al.	<b>Surface Water Use Permit Application No.</b> 2196, 2189, 2190N
<b>Mailing Address</b> c/o Maui Land Broker & Property Mgm't, Inc. P.O. Box 1673 Wailuku, HI 96793	
<b>Identify all Tax Map Keys (TMK) related to this objection:</b> (2)3-3-017-VAR: 10-11, 24, 29-32, 34-37, 41-47, 49-51, 54-61, 64-65, 68, 104-25, 147-48, 151-63, 170-72, 174-87, 190, 193, 195-98, 207	

**C. REASON(S) FOR OBJECTION**

- Select all that apply below. The objector has the burden of proof on all objections.
- The parcel was not used as a residence or for cultivation at the time of the Mahele.
  - The Appurtenant right to water has been reserved or extinguished.
  - There are materially false statements or representations in the claimant's application for Appurtenant rights.

**Summarize carefully your objection and how approval of this Application would adversely affect your legal interests (Use separate page if needed):**  
See attached.

**Supporting documentation / evidence must be provided on separate sheets.**

**D. OBJECTOR SIGNATURE**

By checking this box (for electronic submissions) or signing below (for hardcopy submissions) indicates that the signatory understands and swears that the information provided is accurate and true to the best of their knowledge.

<b>Print Name:</b> Isaac Moriwake Pamela Bunn	<b>Signature:</b> 	<b>Date:</b> 9/19/2012
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ATTACHMENT TO HUI O NĀ WAI 'EHĀ'S AND MAUI TOMORROW FOUNDATION, INC.'S AND THE OFFICE OF HAWAIIAN AFFAIRS' OBJECTIONS TO APPURTENANT RIGHTS CLAIMS OF WAILUKU COUNTRY ESTATES COMMUNITY ASS'N & IRRIGATION CO., ET AL.

Explain your legal or material interest in objecting to this appurtenant rights claim.

Hui o Nā Wai 'Ehā ("Hui") and Maui Tomorrow Foundation, Inc. (collectively, the "Community Groups") and the Office of Hawaiian Affairs ("OHA") are parties with legally established due process interests and standing in ongoing proceedings regarding the waters of Nā Wai 'Ehā, Waihe'e River and Waiehu, 'Īao, & Waikapū Streams. The Hui is a community-based organization that was formed to protect and restore Nā Wai 'Ehā's water resources and the practices that depend on them, including traditional and customary Native Hawaiian practices. Maui Tomorrow, a community-based organization with over 1,000 supporters, is dedicated to protecting Maui's natural and cultural resources, promoting principles of ecologically sound development, and preserving rural lifestyles on Maui. OHA is statutorily and constitutionally mandated to protect the cultural and natural resources of Hawai'i for its beneficiaries – native Hawaiians and Hawaiians. Haw. Rev. Stat. §§ 10-3(3), (5); Haw. Const. art. XI, § 1; Haw. Const. art. XII, § 2.

The Community Groups' members and supporters and OHA beneficiaries rely on, use, or seek to use surface water from the Nā Wai 'Ehā surface water management areas and their nearshore marine waters for purposes including but not limited to fishing and gathering, agriculture, aquaculture, research, education, recreation, artistic activities, aesthetic enjoyment, spiritual observance, and traditional and customary Native Hawaiian practices. The Community Groups' members and supporters and OHA beneficiaries own and reside on land along and around each of the streams within the Nā Wai 'Ehā surface water management areas and hold appurtenant, traditional and customary, and public trust rights to Nā Wai 'Ehā surface water. In sum, the Community Groups and their members and supporters and OHA and its beneficiaries have legally protected rights and interests in Nā Wai 'Ehā surface water, which are legally and materially affected by and adverse with the claims of appurtenant rights at issue. At the Commission's request, the Community Groups and OHA can provide further information regarding their rights and interests in this matter.

Summarize carefully your objection and how approval of this Application would adversely affect your legal interests.

The appurtenant rights, if any, in the land comprising the Wailuku Country Estates (“WCE”) subdivision, TMK No. (2) 3-3-017-VAR, have been reserved. See Reppun v. Board of Water Supply, 65 Haw. 531, 552, 656 P.2d 57, 71 (1982) (holding that a reservation of appurtenant water rights “had the effect of extinguishing them”). CGM, LLC, the developer of the WCE subdivision, bought the land from Wailuku Agribusiness Co., Inc. (“Wailuku”) by the Limited Warranty Deed recorded in the State of Hawai‘i Bureau of Conveyances on August 21, 2002 as Document No. 2002-146581 (attached hereto as Exhibit “1”), subject “to all encumbrances noted on said Exhibit ‘A’” to the Limited Warranty Deed. Exhibit “A” to the Limited Warranty Deed, at page 61, makes the conveyance expressly subject to the “Declaration Of Covenants, Conditions, Easements, Reservations And Restrictions” dated August 21, 2002, recorded as Document No. 2002-146579 (“Declaration”) (attached hereto as Exhibit “2”), which “includes, but is not limited to, . . . matters related to rights and easements for . . . water.” The Declaration includes a “Water Reservation” which states: “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.” Id. art. II(d) (emphasis added). This reservation “shall run and pass with each and every portion of the Property and shall be binding upon Purchaser, its successive owners and assigns . . . whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.” Id. art. X(a); see also id. recitals D-F. This reservation had the effect of extinguishing appurtenant rights in the land, which was then subdivided, developed and sold as the WCE subdivision.

Moreover, Community Groups and OHA note that the applications’ supporting documentation for LCA 4452, RP 7302, a large grant to H. Kalama, which accounts for many of the appurtenant rights claims, contains no evidence of any cultivation and water use on those lands at the time of the Māhele, nor are the Community Groups and OHA aware of any such evidence. See Peck v. Bailey, 8 Haw. 658, 661 (1867) (maintaining that absent “immemorial usage” of water, land grants “certainly could take nothing by having been a portion of the Ahupuaa”).

The Community Groups and OHA reserve the right to raise further objections if the objections above are not sufficient to refute the applications’ appurtenant rights claims.

Approval of these applications would adversely affect the rights and interests of the Community Groups and their members and supporters and OHA and its beneficiaries in Nā Wai 'Ehā surface water because it would erroneously recognize priority claims of appurtenant rights to such water without legal and factual basis and contrary to established law, to the prejudice of the opposing rights and interests of the Community Groups and their members and supporters and OHA and its beneficiaries.

21  
E46



R-415 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
AUG 21, 2002 08:01 AM  
Doc No(s) 2002-146581



65 3/9 Z6

/s/ CARL T. WATANABE  
ACTING  
REGISTRAR OF CONVEYANCES  
CONVEYANCE TAX: \$10200.00

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail ( <input checked="" type="checkbox"/> )	Pickup ( <input type="checkbox"/> ) To: _____
	3
CGM, LLC P O BOX 1237 KAMUELA HI 96743	TGOH: 200107798 -S TGES: A1-204-1649 MARK RENSCHEN

Tax Key: (2) 3-3-002-001  
(Lot A-2)

Total No. of Pages: 105

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation, whose address is 255 East Waiko Road, Wailuku, Hawaii 96793, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by CGM, LLC, a Hawaii limited liability company, whose address is P. O. Box 1237, Kamuela, Hawaii 96743, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee as a tenant in severalty, all of Grantor's

right, title and interest in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); subject, however, to all encumbrances noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining unto the Grantee, the heirs, representatives, administrators, successors and assigns of the Grantee, forever.

AND the Grantor covenants with the Grantee that the former is now seised in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances made by persons claiming by, through or under the Grantor, except the liens and encumbrances hereinbefore mentioned, and except also the liens and encumbrances created or permitted by the Grantee after the date hereof; and that the Grantor will WARRANT and DEFEND the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor, except as aforesaid.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives,

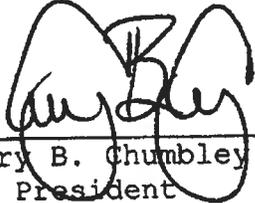
and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

This instrument 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.

IN WITNESS WHEREOF, the Grantor and Grantee have executed these presents on this 21<sup>st</sup> day of August, 2002.

WAILUKU AGRIBUSINESS CO., INC.

By

  
Avery B. Chumbley  
Its President

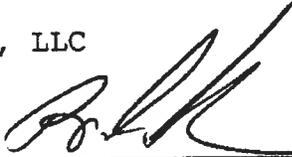
By

  
J. Alan Kugle  
Its Chairman of the Board

Grantor

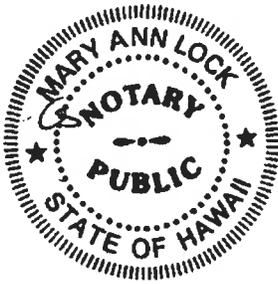
CGM, LLC

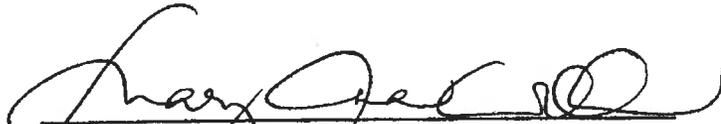
By

  
Brian A. Anderson  
Its Manager

STATE OF HAWAII )  
City ) SS.  
COUNTY OF HONOLULU )

On this 19th day of August, 2002, before me personally appeared Avery B. Chumbley and 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.

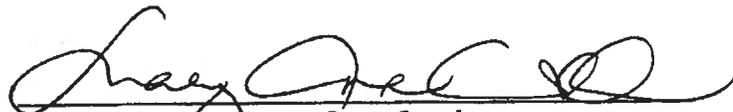


  
Print Name: Mary Ann Lock  
Notary Public, State of Hawaii.  
My commission expires: 5/30/04

STATE OF HAWAII )  
City ) SS.  
COUNTY OF HONOLULU )

On this 19th day of August, 2002, before me personally appeared BRIAN A. ANDERSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



  
Print Name: Mary Ann Lock  
Notary Public, State of Hawaii.  
My commission expires: 5/30/04

**IAO VALLEY LARGE-LOT SUBDIVISION  
DESCRIPTION OF LOT A-2**

Land situated on the westerly side of Kahekili Highway at  
Wailuku, Maui, Hawaii

Being all of 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 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 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; R.P. 5973, L.C. Aw. 2502:1 to Ihumai; and portions of 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; R.P. 6397, L.C. Aw. 2435 to Kahooke; R.P. 6065, L.C. Aw. 3387 to Pooliilii; 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; Grant 3343 to Claus Spreckels; Kamehameha IV Deed to C. Brewer and Others; and Poalimas.

Beginning at a point on the northeasterly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation "LUKE" being 8,569.44 feet North and 2,250.54 feet West and running by azimuths measured clockwise from True South:

1. 319° 00' 81.39 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) to a point;
2. Thence along same on a curve to the right, having a radius of 222.80 feet, the chord azimuth and distance being:  
328° 55' 76.74 feet to a point;
3. 338° 50' 186.07 feet along same to a point;

EXHIBIT "A"

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4. 12° 44' 221.20 feet along same to a point;
5. 18° 40' 63.35 feet along same to a point;
6. 32° 20' 68.41 feet along same to a point;
7. 46° 00' 113.31 feet along same to a point;
8. 50° 10' 87.33 feet along same to a point;
9. 26° 00' 46.90 feet along same to a point;
10. 350° 56' 317.67 feet along same to a point;
11. 345° 15' 70.97 feet along same to a point;
12. 10° 30' 76.38 feet along same to a point;
13. 349° 52' 39.90 feet along the remainder of  
Kamehameha IV Deed to C. Brewer  
and Others, being also along  
Lot 11 of Old Waihee Ditch  
Right-of-Way (formerly known as  
Spreckels Ditch) to a point;
14. 284° 30' 5.97 feet along same to a point;
15. 10° 30' 140.22 feet along the remainder of  
Kamehameha IV Deed to C. Brewer  
and Others, being also along  
Lot A-3 of Iao Valley Large-Lot  
Subdivision to a point;
16. Thence along same on a curve to the left, having a radius of  
20,270.00 feet, the chord  
azimuth and distance being:  
9° 05' 1,002.27 feet to a  
point;
17. 7° 40' 278.41 feet along same to a point;

18. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-4 of Iao Valley Large-Lot Subdivision on a curve to the right with the point of curvature azimuth from the radial point being: 277° 40', and the point of tangency azimuth from the radial point being: 356° 19' 57", having a radius of 30.00 feet, the chord azimuth and distance being: 46° 59' 58.5" 38.03 feet to a point;
19. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 176° 19' 57", and the point of tangency azimuth from the radial point being: 156° 00', having a radius of 523.99 feet, the chord azimuth and distance being: 76° 09' 58.5" 184.97 feet to a point;
20. 66° 00' 156.30 feet along same to a point;
21. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 336° 00', and the point of tangency azimuth from the radial point being: 0° 38' 32", having a radius of 346.20 feet, the chord azimuth and distance being: 78° 19' 16" 147.75 feet to a point;

22. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 180° 38' 32", and the point of tangency azimuth from the radial point being: 177° 48' 30", having a radius of 5,762.58 feet, the chord azimuth and distance being: 89° 13' 31" 284.99 feet to a point;
23. 87° 48' 30" 147.83 feet along same to a point;
24. Thence along same on a curve to the right, having a radius of 30.00 feet, the chord azimuth and distance being: 132° 48' 30" 42.43 feet to a point;
25. 177° 48' 30" 192.00 feet along the easterly side of Maika Street to a point;
26. 87° 48' 30" 199.96 feet along the northerly side of Hewahewa Drive to a point;
27. Thence along the easterly side of Kupu Place on a curve to the right, having a radius of 25.00 feet, the chord azimuth and distance being: 132° 48' 30" 35.36 feet to a point;
28. 177° 48' 30" 200.00 feet along same to a point;
29. 87° 48' 30" 468.71 feet along the northerly side of Ihumai Place to a point;
30. 177° 48' 30" 10.00 feet along same to a point;
31. 87° 48' 30" 40.00 feet along same to a point;
32. 357° 48' 30" 50.00 feet along the westerly end of Ihumai Place to a point;

EXHIBIT "A"

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33. 87° 48' 30" 40.75 feet along the remainder of R.P. 2009, L.C. Aw. 2436:2 to Kahaiki, being also along Lot 51 of Puuohala Village Subdivision to a point;
34. Thence along same on a curve to the left, having a radius of 20.00 feet, the chord azimuth and distance being: 43° 51' 45" 27.76 feet to a point;
35. 359° 55' 177.85 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others and R.P. 6888, L.C. Aw. 3237 to Hewahewa, being also along Lots 51 and 49 of Puuohala Village Subdivision to a point;
36. 87° 48' 30" 40.03 feet along the northerly end of Maoi Street to a point;
37. 359° 55' 19.93 feet along the westerly side of Maoi Street to a point;
38. 89° 09' 88.39 feet along the remainders of R.P. 6888, L.C. Aw. 3237 to Hewahewa, and Kamehameha IV Deed to C. Brewer and Others to a point;
39. 359° 55' 53.83 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
40. 83° 51' 26.14 feet along same to a point;
41. 87° 49' 129.35 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others; Poalima and R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi to a point;

42. 87° 48' 30" 70.65 feet along the remainder of R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi to a point;
43. 357° 48' 30" 154.60 feet along the remainders of R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi; Poalima and R.P. 6065, L.C. Aw. 3387 to Pooliilii to a point;
44. 267° 48' 30" 162.04 feet along the remainders of R.P. 6065, L.C. Aw. 3387 to Pooliilii; R.P. 6102, L.C. Aw. 3294-B:1:M:2 to Moomooiki and R.P. 6888, L.C. Aw. 3237 to Hewahewa to a point;
45. 357° 48' 30" 40.00 feet along the westerly end of Puuhala Road and along the remainder of R.P. 5973, L.C. Aw. 2505:3 to Ihumai, and along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
46. 267° 48' 30" 996.06 feet along the remainders of R.P. 5973, L.C. Aw. 2502:3 to Ihumai; R.P. 4424 and 4622, L.C. Aw. 3330 to Lonohiwa and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
47. 262° 05' 50" 100.50 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
48. 267° 48' 30" 77.83 feet along the southerly side of Puuhala Road to a point;
49. Thence along same on a curve to the right, having a radius of 5,714.58 feet, the chord azimuth and distance being: 269° 24' 317.46 feet to a point;

EXHIBIT "A"

50. 270° 59' 30" 72.91 feet along same to a point;
51. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 345° 22' 19", and the point of tangency azimuth from the radial point being: 336° 00', having a radius of 409.20 feet, the chord azimuth and distance being: 250° 41' 09.5" 66.86 feet to a point;
52. 246° 00' 16.09 feet along same to a point;
53. 90° 59' 30" 36.36 feet along same to a point;
54. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 338° 27' 03", and the point of tangency azimuth from the radial point being: 336° 00', having a radius of 394.20 feet, the chord azimuth and distance being: 247° 13' 31.5" 16.86 feet to a point;
55. 246° 00' 156.30 feet along same to a point;
56. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 156° 00', and the point of tangency azimuth from the radial point being: 173° 32' 12", having a radius of 475.99 feet, the chord azimuth and distance being: 254° 46' 06" 145.12 feet to a point;

57. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-5 of Iao Valley Large-Lot Subdivision on a curve to the right with the point of curvature azimuth from the radial point being: 173° 32' 12", and the point of tangency azimuth from the radial point being: 277° 40', having a radius of 30.00 feet, the chord azimuth and distance being: 315° 36' 06" 47.32 feet to a point;
58. 7° 40' 128.21 feet along same to a point;
59. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot B of Puuhala Subdivision on a curve to the left with the point of curvature azimuth from the radial point being: 229° 39' 35", and the point of tangency azimuth from the radial point being: 180° 59' 30", having a radius of 30.00 feet, the chord azimuth and distance being: 115° 19' 32.5" 24.72 feet to a point;
60. 90° 59' 30" 148.19 feet along same to a point;
61. 0° 59' 30" 202.44 feet along same to a point;
62. 270° 59' 30" 72.01 feet along same to a point;
63. 40° 40' 344.41 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-6 of Iao Valley Large-lot Subdivision to a point;
64. 29° 30' 236.65 feet along same to a point;

65. 157° 53' 82.97 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
66. 40° 50' 151.98 feet along same to a point;
67. 325° 40' 28.79 feet along same to a point;
68. 62° 21' 54.07 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-7 of Iao Valley Large-Lot Subdivision to a point;
69. 60° 15' 141.40 feet along the remainder of R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-7 of Iao Valley Large-Lot Subdivision to a point;
70. 53° 40' 230.59 feet along same to a point;
71. 50° 15' 133.88 feet along same to a point;
72. 53° 40' 15.26 feet along the northwesterly side of Mokuhau Road to a point;
73. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 143° 40', and the point of tangency azimuth from the radial point being: 128° 43' 04", having a radius of 666.17 feet, the chord azimuth and distance being: 46° 11' 32" 173.32 feet to a point;
74. 45° 33' 10.52 feet along the remainder of R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-8 of Iao Valley Large-Lot Subdivision to a point;

75. 38° 56' 65.50 feet along same to a point;
76. 31° 15' 74.72 feet along the remainders of R.P. 997, L.C. Aw. 453:1 Kuihelani and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-8 of Iao Valley Large-Lot Subdivision to a point;
77. Thence along the northwesterly side of Mokuhau Road on a curve to the right with the point of curvature azimuth from the radial point being: 309° 39' 22", and the point of tangency azimuth from the radial point being: 325° 00', having a radius of 540.67 feet, the chord azimuth and distance being: 47° 19' 41" 144.36 feet to a point;
78. 55° 00' 66.49 feet along same to a point;
79. 60° 40' 63.26 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-9 of Iao Valley Large-Lot Subdivision to a point;
80. 51° 13' 94.66 feet along same to a point;
81. 55° 00' 39.30 feet along the northwesterly side of Mokuhau Road to a point;
82. 37° 57' 15.64 feet along same to a point;
83. 48° 50' 33.81 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;

84. 37° 57' 140.72 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;
85. 37° 44' 18.37 feet along the remainder of Grant 3343 to Claus Spreckels, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;
86. 130° 20' 38.08 feet along the remainders of Grant 3343 to Claus Spreckels, and Kamehameha IV Deed to C. Brewer and Others, being also along Lot 1 of North Iao Village to a point;
87. 46° 16' 351.15 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lots 1, A and 2 to 5, inclusive of North Iao Village to a point;
88. 53° 39' 217.10 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 3652, L.C. Aw. 2503:2 to Ohule, being also along Lots 6 to 9, inclusive of North Iao Village to a point;
89. 47° 51' 260.03 feet along the remainders of R.P. 3652, L.C. Aw. 2503:2 to Ohule and R.P. 6711, L.C. Aw. 406:9 to Napela, being also along Lots 10 to 14, inclusive of North Iao Village to a point;
90. 45° 28' 49.31 feet along R.P. 6711, L.C. Aw, 406:9 to Napela, being also along Lot 15 of North Iao Village to a point;

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91. 43° 55' 161.70 feet along R.P. 3934, L.C. Aw. 2527:1 to Mauhili to a point;
92. 35° 46' 10" 125.03 feet along R.P. 6392 and 6468, L.C. Aw. 2428 to Kaowao to a point;
93. 42° 02' 107.43 feet along the remainder of Grant 3343 to Claus Spreckels, being also along Lots 47 and 48 of North Iao Village to a point;
94. 46° 10' 120.61 feet along the remainder of Grant 3343 to Claus Spreckels, being also along Lot 49 of North Iao Village to a point;
95. 334° 58' 41.97 feet along same to a point;
96. Thence along the remainder of Grant 3343 to Claus Spreckels on a curve to the left with the point of curvature azimuth from the radial point being: 154°31', and the point of tangency azimuth from the radial point being: 62° 47' 40", having a radius of 30.33 feet, the chord azimuth and distance being: 18° 39' 20" 43.53 feet to a point;
97. 47° 30' 97.65 feet along the remainders of Grant 3343 to Claus Spreckels and R.P. 6397, L.C. Aw. 2435 to Kahooke, being also along Lot A-12 of Iao Valley Large-Lot Subdivision to a point;
98. 137° 30' 142.00 feet along the remainders of R.P. 6397, L.C. Aw. 2435 to Kahooke and Grant 3343 to Claus Spreckels to a point;
99. 47° 30' 270.00 feet along the remainder of Grant 3343 to Claus Spreckels to a point;

100.	137°	30'	174.00 feet	along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
101.	31°	22' 50"	24.39 feet	along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
102.	72°	30' 10"	88.60 feet	along same to a point;
103.	36°	25' 40"	274.20 feet	along same to a point;
104.	91°	30' 30"	57.80 feet	along same to a point;
105.	121°	37' 50"	69.40 feet	along same to a point;
106.	138°	16' 30"	152.50 feet	along same to a point;
107.	87°	50'	41.90 feet	along same to a point;
108.	32°	15' 30"	121.70 feet	along same to a point;
109.	332°	57'	215.20 feet	along same to a point;
110.	307°	53' 40"	123.30 feet	along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels to a point;
111.	47°	29' 30"	127.50 feet	along the remainder of Grant 3343 to Claus Spreckels to a point;
112.	57°	54' 30"	25.17 feet	along same to a point;
113.	335°	21' 20"	47.36 feet	along the remainders of Grant 3343 to Claus Spreckels and R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;
114.	56°	00'	50.00 feet	along the remainder of R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;

115. 136° 42' 30" 49.57 feet along the remainders of R.P. 6298-6458, L.C. Aw. 3225 to Opunui and Grant 3343 to Claus Spreckels to a point;
116. 57° 54' 30" 110.69 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
117. 62° 12' 104.60 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
118. 46° 46' 40" 237.30 feet along same to a point;
119. 43° 14' 20" 180.80 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels to a point;
120. 92° 18' 40" 147.40 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
121. 51° 00' 60.40 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others to a point;
122. 19° 15' 50.00 feet along same to a point;
123. 60° 52' 50" 145.50 feet along same to a point;
124. 78° 37' 40" 138.00 feet along same to a point;
125. 343° 00' 30" 97.46 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels, being also along R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;
126. 68° 15' 282.50 feet along R.P. 4061, L.C. Aw. 451:1 to Lihi to a point;

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127. 55° 30' 44.20 feet along same to a point;
128. 83° 49' 490.67 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
129. 135° 28' 163.08 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
130. 141° 00' 147.58 feet along same to a point;
131. 214° 18' 185.15 feet along same to a point;
132. Thence along same on a curve to the left, having a radius of 300.00 feet, the chord azimuth and distance being:  
196° 09' 186.90 feet to a point;
133. 178° 00' 51.33 feet along same to a point;
134. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
198° 47' 177.42 feet to a point;
135. 219° 34' 269.21 feet along same to a point;
136. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
309° 34', and the point of tangency azimuth from the radial point being:  
266° 33' 38", having a radius of 100.00 feet, the chord azimuth and distance being:  
198° 03' 49" 73.31 feet to a point;

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137. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 86° 33' 38", and the point of tangency azimuth from the radial point being: 137° 00', having a radius of 400.00 feet, the chord azimuth and distance being: 201° 46' 49" 340.87 feet to a point;
138. 227° 00' 420.74 feet along same to a point;
139. Thence along same on a curve to the left, having a radius of 1,000.00 feet, the chord azimuth and distance being: 220° 00' 243.74 feet to a point;
140. 213° 00' 52.95 feet along same to a point;
141. Thence along same on a curve to the left, having a radius of 200.00 feet, the chord azimuth and distance being: 181° 30' 209.00 feet to a point;
142. 150° 00' 81.24 feet along same to a point;
143. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being: 186° 45' 179.50 feet to a point;
144. 223° 30' 147.88 feet along same to a point;
145. Thence along same on a curve to the left, having a radius of 350.00 feet, the chord azimuth and distance being: 205° 45' 213.41 feet to a point;
146. 188° 00' 421.99 feet along same to a point;

147. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being:  
209° 54' 74.60 feet to a point;
148. 231° 48' 122.62 feet along same to a point;
149. Thence along same on a curve to the left, having a radius of 175.00 feet, the chord azimuth and distance being:  
186° 54' 247.06 feet to a point;
150. 142° 00' 28.16 feet along same to a point;
151. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
156° 00' 96.77 feet to a point;
152. 170° 00' 50.42 feet along same to a point;
153. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
162° 30' 26.11 feet to a point;
154. 155° 00' 26.16 feet along same to a point;
155. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
182° 49' 46.66 feet to a point;
156. 210° 38' 317.04 feet along same to a point;
157. 202° 46' 126.25 feet along same to a point;
158. Thence along same on a curve to the left, having a radius of 150.00 feet, the chord azimuth and distance being:  
160° 02' 203.58 feet to a point;
159. 117° 18' 88.08 feet along same to a point;

160. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 62.00 feet, the chord azimuth and distance being: 187° 14' 116.47 feet to a point;
161. 257° 10' 108.71 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
162. 249° 24' 119.85 feet along same to a point;
163. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being: 222° 30' 90.49 feet to a point;
164. 195° 36' 122.07 feet along same to a point;
165. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being: 220° 58' 85.68 feet to a point;
166. 246° 20' 40.09 feet along same to a point;
167. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 67° 37' 52", and the point of tangency azimuth from the radial point being: 82° 24' 25", having a radius of 170.00 feet, the chord azimuth and distance being: 165° 01' 8.5" 43.72 feet to a point;

168. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being: 262° 24' 25", and the point of tangency azimuth from the radial point being: 250° 00', having a radius of 600.00 feet, the chord azimuth and distance being: 166° 12' 12.5" 129.67 feet to a point;
169. 160° 00' 148.24 feet along same to a point;
170. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being: 178° 24' 94.69 feet to a point;
171. 196° 48' 78.62 feet along same to a point;
172. Thence along same on a curve to the left, having a radius of 300.00 feet, the chord azimuth and distance being: 170° 21' 267.25 feet to a point;
173. 143° 54' 41.45 feet along same to a point;
174. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being: 166° 57' 195.77 feet to a point;
175. 190° 00' 154.58 feet along same to a point;

176. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being: 280° 00', and the point of tangency azimuth from the radial point being: 255° 50' 44", having a radius of 300.00 feet, the chord azimuth and distance being: 177° 55' 22" 125.54 feet to a point;
177. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, with the point of curvature azimuth from the radial point being: 75° 50' 44", and the point of tangency azimuth from the radial point being: 176° 00', having a radius of 100.00 feet, the chord azimuth and distance being: 215° 55' 22" 153.38 feet to a point;
178. 266° 00' 69.53 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
179. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being: 274° 00' 27.83 feet to a point;
180. 282° 00' 28.49 feet along same to a point;
181. Thence along same on a curve to the left, having a radius of 75.00 feet, the chord azimuth and distance being: 262° 30' 50.07 feet to a point;

182. 243° 00' 126.35 feet along same to a point;
183. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being: 262° 30' 133.52 feet to a point;
184. 282° 00' 139.44 feet along same to a point;
185. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being: 12° 00', and the point of tangency azimuth from the radial point being: 293° 04' 10", having a radius of 75.00 feet, the chord azimuth and distance being: 242° 32' 05" 95.34 feet to a point;
186. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 113° 04' 10", and the point of tangency azimuth from the radial point being: 138° 00', having a radius of 200.00 feet, the chord azimuth and distance being: 215° 32' 05" 86.34 feet to a point;
187. 228° 00' 89.11 feet along same to a point;
188. 257° 14' 38" 42.49 feet along same to a point;
189. 281° 00' 24.97 feet along same to a point;
190. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being: 297° 00' 82.69 feet to a point;

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191. 313° 00' 47.69 feet along same to a point;
192. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the left, having a radius of 400.00 feet, the chord azimuth and distance being:  
293° 00' 273.62 feet to a point;
193. 273° 00' 47.70 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
194. Thence along same on a curve to the left, having a radius of 175.00 feet, the chord azimuth and distance being:  
256° 00' 102.33 feet to a point;
195. 239° 00' 44.31 feet along same to a point;
196. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
257° 30' 126.92 feet to a point;
197. 276° 00' 61.16 feet along same to a point;
198. Thence along same on a curve to the left, having a radius of 80.00 feet, the chord azimuth and distance being:  
249° 00' 72.64 feet to a point;
199. 222° 00' 18.48 feet along same to a point;

200. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being:  
232° 30' 36.45 feet to a point;
201. 243° 00' 38.87 feet along same to a point;
202. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
333° 00', and the point of tangency azimuth from the radial point being:  
317° 42' 56", having a radius of 200.00 feet, the chord azimuth and distance being:  
235° 21' 28" 53.19 feet to a point;
203. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, with the point of curvature azimuth from the radial point being:  
137° 42' 56", and the point of tangency azimuth from the radial point being:  
195° 00', having a radius of 200.00 feet, the chord azimuth and distance being:  
256° 21' 28" 191.74 feet to a point;
204. 285° 00' 22.80 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
205. Thence along same on a curve to the left, having a radius of 150.00 feet, the chord azimuth and distance being:  
267° 00' 92.71 feet to a point;

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206. 249° 00' 54.94 feet along same to a point;
207. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
254° 30' 47.92 feet to a point;
208. 260° 00' 59.70 feet along same to a point;
209. Thence along same on a curve to the left, having a radius of 250.00 feet, the chord azimuth and distance being:  
253° 30' 56.60 feet to a point;
210. 247° 00' 44.70 feet along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
211. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
253° 00' 41.81 feet to a point;
212. 259° 00' 96.80 feet along same to a point;
213. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
268° 00' 78.22 feet to a point;

214. 277° 00' 34.14 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
215. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
265° 00' 41.58 feet to a point;
216. 253° 00' 169.37 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
217. Thence along same on a curve to the left, having a radius of 50.00 feet, the chord azimuth and distance being:  
227° 30' 43.05 feet to a point;
218. 202° 00' 52.45 feet along same to a point;
219. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
230° 30' 47.72 feet to a point;
220. 259° 00' 70.05 feet along same to a point;
221. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
247° 30' 39.87 feet to a point;
222. 236° 00' 31.82 feet along same to a point;

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223. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
251° 00' 25.88 feet to a point;
224. 266° 00' 31.35 feet along same to a point;
225. Thence along same on a curve to the left, having a radius of 50.00 feet, the chord azimuth and distance being:  
234° 30' 52.25 feet to a point;
226. 203° 00' 143.93 feet along same to a point;
227. 257° 14' 38" 1,145.32 feet along same to the point of beginning and containing an Area of 455.498 Acres, more or less.

Together with an easement for access and utility purposes over and across Lots A-3 to A-12 shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002, said Lots A-3 to A-12 being roadway lots; provided that if said lots, or any portions thereof, are conveyed or dedicated to and accepted by any governmental or quasi-governmental authorities or utility or service companies such easement rights over and across those portions of said lots so conveyed or dedicated and accepted shall automatically terminate.

Together also with, but subject, to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the DECLARATION OF COVENANTS AT CLOSING BETWEEN WAILUKU AGRIBUSINESS COMPANY, INC. AND CGM, LLC dated August 21, 2002, recorded in the Bureau as Document No. 2002-146580

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SUBJECT, HOWEVER, to:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. 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.
3. Rights of native tenants as reserved in those certain Royal Patents shown above.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT :        EXCHANGE DEED  
  
DATED        :        October 24, 1973  
RECORDED    :        Liber 9654    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..

5. GRANT

TO            :        COUNTY OF MAUI  
  
DATED        :        June 25, 1976  
RECORDED    :        Liber 11493   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 the following described easement areas:

HAPPY VALLEY FLOOD PREVENTION - PHASE 2

EASEMENT 1 for Storm Drain Purposes

Being a portion of Kamehameha IV Deed to C. Brewer,  
et al. at Wailuku, Maui, Hawaii

Beginning at the northwesterly corner of this parcel of land on the south side of Puuhala Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5645.04 feet north and 3014.44 feet west, thence running by azimuths measured clockwise from true South:

1. Along the south side of Puuhala Road on a curve to the right with a radius of 5714.58 feet, the chord azimuth and distance being:  
  
270° 49' 01" 34.85 feet;
2. 270° 59' 30" 72.91 feet along same;
3. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al, on a curve to the right with a radius of 409.20 feet, the chord azimuth and distance being:  
  
83° 00' 25.5" 108.74 feet;
4. 180° 38' 32" 15.00 feet along same to the point of beginning and containing an area of 0.025 acre.

HAPPY VALLEY FLOOD PREVENTION - PHASE 2

EASEMENT 2 for Storm Drainage Purposes

Being a portion of Kamehameha IV Deed to C. Brewer,  
et al. at Wailuku, Maui, Hawaii

Beginning at the northwest corner of this parcel of land on the north side of Puuhala Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5672.57 feet north and 2865.24 feet west, thence running by azimuths measured clockwise from true South:

1. Along the remainder of Kamehameha IV Deed to C. Brewer, et al, on a curve to the left with a radius of 394.20 feet, the chord azimuth and distance being:

247° 13' 31.5" 16.86 feet;

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2. 246° 00' 00" 156.30 feet along same;
3. Thence along same on a curve to the right with a radius of 475.99 feet, the chord azimuth and distance being:
  - 257° 40' 25.5" 192.62 feet;
4. 7° 40' 00" 13.89 feet along the west side of Kahekili Highway;
5. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al, on a curve to the left with a radius of 592.50 feet, the chord azimuth and distance being:
  - 76° 00' 33" 205.96 feet;
6. 66° 00' 00" 118.72 feet along same;
7. 90° 59' 30" 36.36 feet along the north side of Puuohala Road to the point of beginning and containing an area of 0.123 acre.

6. GRANT

TO : COUNTY OF MAUI

DATED : June 13, 1978

RECORDED : Liber 12970 Page 17

GRANTING : 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 the following described easement areas:

HAPPY VALLEY FLOOD PREVENTION - PHASE 3

EASEMENT A for Storm Drainage Purposes

Being a portion of Kamehameha IV Deed to C. Brewer, et al., L. C. Aw. 3237 to Hewahewa, R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa, R. P. 5973, L. C. Aw. 2502:3 to Ihumai, R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki and R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki, situate at Holu and Waikaninui, Wailuku, Maui, Hawaii, and more particularly described as follows:

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Beginning at the northeast corner of this parcel of land on the south side of Puuhala Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5645.04 feet north and 3014.44 feet west, thence running by azimuths measured clockwise from true South:

1. 0° 38' 32" 15.00 feet along Easement 1 of Happy Valley Flood Prevention - Phase 2;
2. 90° 02' 16" 282.01 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
3. 87° 48' 30" 1070.12 feet along the remainder of Kamehameha IV Deed to C. Brewer et al and R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa;
4. 90° 09' 00" 232.69 feet along remainder of R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa, R. P. 5973, L. C. Aw. 2502:3 to Ihumai and R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki;
5. 82° 20' 40" 103.95 feet along the remainder of R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki;
6. 355° 30' 00" 15.00 feet along same;
7. 85° 30' 00" 40.00 feet along same;
8. 170° 21' 00" 25.00 feet along same;
9. 80° 21' 00" 325.08 feet along the remainder of R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki, Kamehameha IV Deed to C. Brewer, et al and R. P. 6102, L. C. Aw. 3294-B:1 M-1 to Moomooiki;
10. Thence along the remainder of R. P. 6102, L. C. Aw. 3294-B:1 M-1 to Moomooiki and Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 607.00 feet, the chord azimuth and distance being:
  - 87° 33' 30" 152.33 feet;
11. 94° 46' 00" 284.08 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6102, L. C. Aw. 3294-B:1 M-1 to Moomooiki;

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12. Thence along the remainder of Kamehameha IV Deed to C. Brewer et al on a curve to the left with a radius of 793.00 feet, the chord azimuth and distance being:
- 80° 41' 385.93 feet;
13. 66° 36' 00" 255.94 feet along same;
14. Thence along same on a curve to the left with a radius of 793.00 feet, the chord azimuth and distance being:
- 56° 16' 284.49 feet;
15. 45° 56' 00" 534.50 feet along same;
16. 40° 13' 10" 30.00 feet along same;
17. 315° 56' 00" 110.00 feet along same;
18. 51° 53' 00" 241.30 feet along same;
19. 135° 56' 00" 195.00 feet along same;
20. 225° 56' 00" 240.00 feet along same;
21. 315° 56' 00" 80.00 feet along same;
22. 231° 42' 30" 30.00 feet along same;
23. 225° 56' 00" 534.50 feet along same;
24. Thence along same on a curve to the right with a radius of 817.00 feet, the chord azimuth and distance being:
- 236° 16' 293.10 feet;
25. 246° 36' 00" 255.94 feet along same;
26. Thence along same on a curve to the right with a radius of 817.00 feet, the chord azimuth and distance being:
- 260° 41' 397.61 feet;
27. 274° 46' 00" 284.08 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6102, L. C. Aw. 3294-B:1 M-1 to Moomooiki;

28. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al on a curve to the left with a radius of 583.00 feet, the chord azimuth and distance being:
- |      |     |     |        |       |
|------|-----|-----|--------|-------|
| 267° | 33' | 30" | 146.31 | feet; |
|------|-----|-----|--------|-------|
29. 260° 21' 00" 136.67 feet along same;
30. 170° 21' 00" 20.00 feet along same;
31. 260° 21' 00" 44.00 feet along same;
32. 350° 21' 00" 20.00 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki;
33. 259° 42' 30" 92.00 feet along same;
34. 260° 21' 00" 52.41 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
35. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6065, L. C. Aw. 3387 to Pooliilii on a curve to the right with a radius of 618.00 feet, the chord azimuth and distance being:
- |      |     |  |        |       |
|------|-----|--|--------|-------|
| 265° | 15' |  | 105.58 | feet; |
|------|-----|--|--------|-------|
36. 270° 09' 00" 172.74 feet along the remainder of R. P. 6065, L. C. Aw. 3387 to Pooliilii, R. P. 6102, L. C. Aw. 3294-B:1 M-2 to Moomooiki and L. C. Aw. 3237 to Hewahewa;
37. 357° 48' 30" 19.27 feet along the remainder of L. C. Aw. 3237 to Hewahewa and R. P. 5973, L. C. Aw. 2502:3 to Ihumai;
38. 267° 48' 30" 1173.89 feet along the remainder of R. P. 5973, L. C. Aw. 2502:3 to Ihumai, R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa and Kamehameha IV Deed to C. Brewer, et al;

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39. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 5714.58 feet, the chord azimuth and distance being:

269° 13' 31" 282.62 feet to the point of beginning and containing an area of 3.002 acres.

HAPPY VALLEY FLOOD PREVENTION - PHASE 3

EASEMENT B for Maintenance Road

Being a portion of Kamehameha IV Deed to C. Brewer, et al, situate at Wailuku, Maui, Hawaii, and more particularly described as follows:

Beginning at the southwest corner of this parcel of land on the northwesterly side of Easement A of Happy Valley Flood Prevention - Phase 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5449.65 feet north and 6018.10 feet west, thence running by azimuths measured clockwise from true South:

1. 66° 36' 35.14 feet along the northwesterly side of Easement A;
2. 157° 00' 58.66 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
3. 71° 00' 41.78 feet along same;
4. 344° 00' 62.39 feet along same;
5. 66° 36' 32.70 feet along the northwesterly side of said Easement A;
6. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
  - 205° 18' 26.40 feet;
7. 164° 00' 61.00 feet along same;
8. 251° 00' 70.00 feet along same;
9. 337° 00' 52.41 feet along same;

10. Thence along same on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

291° 48'                      28.38                      feet to the point of beginning and containing an area of 0.070 acre.

7. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN TELEPHONE COMPANY (now known as VERIZON HAWAII, INC.)

DATED : June 8, 1978

RECORDED : Liber 12991 Page 504

GRANTING : nonexclusive right and easement for utility purposes as shown on map attached thereto

8. GRANT

TO : COUNTY OF MAUI

DATED : May 21, 1980

RECORDED : Liber 14765 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 the following described easement areas:

HAPPY VALLEY FLOOD PREVENTION - PHASE 4

DIVERSION EASEMENT A

Being portions of Kamehameha IV Deed to C. Brewer, et al, R. P. 6529 - 6437, L. C. Aw. 2533, Apana 1 to Malaihi and R. P. 7302, L. C. Aw. 4452, Apana 9 to H. Kalama

Land situated at Wailuku, Maui, Hawaii

Beginning at the southwesterly corner of this parcel of land and on the northerly side of Easement A of Happy Valley Flood Prevention - Phase 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5594.89 feet north and 4934.90 feet west, and running by azimuths measured clockwise from true South:

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1. 170° 20' 50" 23.28 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
2. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6529 - 6437, L. C. Aw. 2533 Apana 1 to Malaihi on a curve to the left with a radius of 340.00 feet, the chord azimuth and distance being:
  - 157° 56' 20" 146.12 feet;
3. 145° 31' 50" 485.86 feet along the remainder of R. P. 6529 - 6437, L. C. Aw. 2533 Apana 1 to Malaihi and Kamehameha IV Deed to C. Brewer, et al;
4. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 820.00 feet, the chord azimuth and distance being:
  - 148° 01' 50" 71.54 feet;
5. 150° 31' 50" 515.07 feet along the remainder of Kamehameha IV Deed to C. Brewer et al and R. P. 7302, L. C. Aw. 4452 Apana 9 to H. Kalama;
6. Thence along the remainder of R. P. 7302, L. C. Aw. 4452 Apana 9 to H. Kalama on a curve to the right with a radius of 220.00 feet the chord azimuth and distance being:
  - 171° 39' 50" 158.64 feet;
7. 102° 47' 50" 5.00 feet along same;
8. Thence along same on a curve to the right with a radius of 225.00 feet, the chord azimuth and distance being:
  - 216° 39' 50" 182.07 feet;
9. 240° 31' 50" 38.38 feet along same;
10. 330° 31' 50" 70.00 feet along same;
11. 60° 31' 50" 38.38 feet along same;

12. Thence along same on a curve to the left with a radius of 155.00 feet, the chord azimuth and distance being:
- 36° 39' 50" 125.43 feet;
13. 102° 47' 50" 10.00 feet along same;
14. Thence along same on a curve to the left with a radius of 165.00 feet, the chord azimuth and distance being:
- 351° 39' 50" 118.98 feet;
15. 330° 31' 50" 515.07 feet along the remainder of R. P. 7302, L. C. Aw. 4452 Apana 9 to H. Kalama and Kamehameha IV Deed to C. Brewer, et al;
16. Thence along the remainder of Kamehameha IV Deed to C. Brewer, et al on a curve to the left with a radius of 765.00 feet, the chord azimuth and distance being:
- 328° 01' 50" 66.74 feet;
17. 325° 31' 50" 485.86 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 6529 - 6427, L. C. Aw. 2533 Apana 1 to Malaihi;
18. Thence along the remainder of R. P. 6529 - 6437, L. C. Aw. 2533 Apana 1 to Malaihi and Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 395.00 feet, the chord azimuth and distance being:
- 337° 56' 20" 169.75 feet;
19. 350° 20' 50" 23.28 feet along the remainder of Kamehameha IV Deed to C. Brewer et al;
20. 80° 21' 00" 55.00 feet along same and along the northerly side of Easement A of Happy Valley Flood Prevention - Phase 3 to the point of beginning and containing an area of 2.077 acres.

HAPPY VALLEY FLOOD PREVENTION - PHASE 4

DIVERSION EASEMENT B

Being portions of Kamehameha IV Deed to C. Brewer, et al, R. P. 1997, L. C. Aw. 4533, Apana 2 to Kuihelani and R. P. 7302, L. C. Aw. 4452, Apana 9 to H. Kalama

Land situated at Wailuku, Maui, Hawaii

Beginning at the southwesterly corner of this parcel of land and on the northerly side of Puuohala Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5666.11 feet north and 3431.06 feet west, and running by azimuths measured clockwise from true South:

1. 162° 05' 44" 107.66 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
2. 172° 55' 58" 90.00 feet along same;
3. 178° 27' 39" 83.05 feet along same;
4. Thence along same on a curve to the left with a radius of 585.00 feet, the chord azimuth and distance being:  
166° 03' 28" 140.05 feet;
5. 159° 10' 58" 345.90 feet along same;
6. Thence along same on a curve to the left with a radius of 785.00 feet, the chord azimuth and distance being:  
153° 40' 47.5" 150.56 feet;
7. 148° 10' 37" 576.75 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 7302, L. C. Aw. 4452 Apana 9 to H. Kalama;
8. Thence along the remainder of R. P. 7302, L. C. Aw. 4452 Apana 9 to H. Kalama on a curve to the right with a radius of 495.00 feet, the chord azimuth and distance being:  
159° 24' 13.5" 192.75 feet;
9. 170° 37' 50" 23.23 feet along same;
10. 260° 37' 50" 45.00 feet along same;

11. 350° 37' 50" 23.23 feet along same;
12. Thence along same on a curve to the left with a radius of 450.00 feet, the chord azimuth and distance being:
- 339° 24' 13.5" 175.22 feet;
13. 328° 10' 37" 576.75 feet along the remainder of R. P. 7302, L. C. Aw 4452 Apana 9 to H. Kalama and Kamehameha IV Deed to C. Brewer, et al;
14. 238° 10' 37" 5.00 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
15. Thence along same on a curve to the right with a radius of 835.00 feet, the chord azimuth and distance being:
- 333° 40' 47.5" 160.15 feet;
16. 339° 10' 58" 225.00 feet along same;
17. 335° 52' 09" 121.10 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 1997, L. C. Aw. 453 Apana 2 to Kuihelani;
18. Thence along same on a curve to the right with a radius of 642.00 feet, the chord azimuth and distance being:
- 344° 46' 58" 125.30 feet;
19. 3° 48' 24" 113.25 feet along the remainder of Kamehameha IV Deed of C. Brewer et al;
20. 352° 55' 58" 90.00 feet along same;
21. 348° 37' 18" 108.69 feet along same;
22. 87° 48' 30" 31.04 feet along the northerly side of Puuohala Road to the point of beginning and containing an area of 1.855 acres.

HAPPY VALLEY FLOOD PREVENTION - PHASE 4

DIVERSION EASEMENT C

Being 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

Land situated at Wailuku, Maui, Hawaii

Beginning at the northwesterly corner of this parcel of land and on the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5557.91 feet north and 4741.23 feet west, and running by azimuths measured clockwise from true South:

1. 265° 30' 00" 56.33 feet along the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3 and the remainder of R. P. 6102, L. C. Aw. 3294-B Apana 1 to Moomooiki;
2. 7° 59' 16" 400.88 feet along the remainder of R. P. 6102, L. C. Aw. 3294-B Apana 2 M-2 to Moomooiki and Kamehameha IV Deed to C. Brewer, et al;
3. 277° 59' 16" 10.00 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
4. 7° 59' 16" 257.22 feet along same;
5. Thence along same on a curve to the left with a radius of 755.00 feet, the chord azimuth and distance being:
  - 4° 59' 28" 78.94 feet;
6. 91° 59' 40" 10.00 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al. and R. P. 5366, L. C. Aw. 377 to John Pelletier;
7. 1° 59' 40" 112.10 feet along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier;

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8. Thence along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier and Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 835.00 feet, the chord azimuth and distance being:
- 5° 23' 21" 98.39 feet;
9. 8° 47' 02" 52.20 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
10. 278° 47' 02" 10.00 feet along same;
11. 8° 47' 02" 150.00 feet along same;
12. 98° 47' 02" 5.00 feet along same;
13. 8° 47' 02" 342.09 feet along same;
14. Thence along same on a curve to the left with a radius of 360.00 feet, the chord azimuth and distance being:
- 0° 14' 02" 107.04 feet;
15. 351° 41' 02" 275.00 feet along same;
16. 68° 00' 00" 24.19 feet along same;
17. 75° 00' 00" 36.74 feet along same;
18. 171° 41' 02" 285.00 feet along same;
19. Thence along same on a curve to the right with a radius of 420.00 feet, the chord azimuth and distance being:
- 180° 14' 02" 124.88 feet;
20. 188° 47' 02" 544.29 feet along same;
21. Thence along the remainder of Kamehameha IV Deed of C. Brewer, et al and R. P. 5366, L. C. Aw. 377 to John Pelletier on a curve to the left with a radius of 780.00 feet, the chord azimuth and distance being:
- 185° 23' 21" 92.37 feet;

22. 181° 59' 40" 112.10 feet along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier and R. P. 7774, L. C. Aw. 3335 to Naonohi;
23. Thence along remainder of R. P. 7774, L. C. Aw. 3335 to Naonohi and R. P. 6101, L. C. Aw. 3388 to Paiwi on a curve to the right with a radius of 820.00 feet, the chord azimuth and distance being:
- 184° 59' 28" 85.74 feet;
24. 187° 59' 16" 645.92 feet along the remainder of R. P. 6101, L. C. Aw. 3388 to Paiwi, R. P. 6102, L. C. Aw. 3294-B Apana 2 to Moomooiki, R. P. 5366, L. C. Aw. 377 to John Pelletier, Kamehameha IV Deed to C. Brewer, et al, R. P. 5289, L. C. Aw. 3488 to Kaawa and R. P. 6102, L. C. Aw. 3294-B Apana 1 M-2 to Moomooiki to the point of beginning and containing an area of 2.576 acres.

HAPPY VALLEY FLOOD PREVENTION - PHASE 4

DIVERSION EASEMENT D

Being portions of R.P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa and R.P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani

Land situated at Wailuku, Maui, Hawaii

Beginning at the northwesterly corner of this parcel of land and on the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5615.59 feet north and 3679.20 feet west, and running by azimuths measured clockwise from true South:

1. 267° 48' 30" 68.07 feet along the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3 and the remainder of R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa;
2. 33° 54' 19" 232.21 feet along the remainder of R. P. 4424 - 4622, L. C. Aw. 3330 to Lonohiwa;

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3. Thence along same on a curve to the left with a radius of 365.00 feet, the chord azimuth and distance being:
- |     |     |     |       |       |
|-----|-----|-----|-------|-------|
| 26° | 11' | 17" | 98.03 | feet; |
|-----|-----|-----|-------|-------|
4. 108° 28' 15" 5.00 feet along same;
5. 18° 28' 15" 254.00 feet along the remainder of R.P. 4424 - 4622, L.C. Aw. 3330 to Lonohiwa and R.P. 1997, L.C. Aw. 453 Apana 1 to Kuihelani;
6. Thence along the remainder of R.P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani on a curve to the left with a radius of 170.00 feet, the chord azimuth and distance being:
- |     |     |     |       |       |
|-----|-----|-----|-------|-------|
| 11° | 38' | 56" | 40.39 | feet; |
|-----|-----|-----|-------|-------|
7. 4° 49' 37" 615.00 feet along same;
8. 43° 00' 00" 35.04 feet along same;
9. 82° 00' 00" 29.07 feet along same;
10. 184° 49' 37" 649.00 feet along same;
11. Thence along same on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:
- |      |     |     |       |       |
|------|-----|-----|-------|-------|
| 191° | 38' | 56" | 52.26 | feet; |
|------|-----|-----|-------|-------|
12. 198° 28' 15" 254.00 feet along the remainder of R.P. 1997, L.C. Aw. 453 Apana 1 to Kuihelani and R.P. 4424 - 4622, L.C. Aw. 3330 to Lonohiwa;
13. Thence along the remainder of R.P. 4424 - 4622, L.C. Aw. 3330 to Lonohiwa on a curve to the right with a radius of 420.00 feet, the chord azimuth and distance being:
- |      |     |     |        |       |
|------|-----|-----|--------|-------|
| 206° | 11' | 17" | 112.80 | feet; |
|------|-----|-----|--------|-------|
14. 213° 54' 19" 192.11 feet along same to the point of beginning and containing an area of 1.662 acres.

HAPPY VALLEY FLOOD PREVENTION - PHASE 4

DIVERSION EASEMENT E

Being portions of Kamehameha IV Deed to C. Brewer, et al, R. P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani

Land situated at Wailuku, Maui, Hawaii

Beginning at the northwesterly corner of this parcel of land and on the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5630.17 feet north and 3215.79 feet west, and running by azimuths measured clockwise from true South:

- |    |      |     |     |        |   |
|----|------|-----|-----|--------|---|
| 1. | 270° | 02' | 16" | 29.60  | feet along the southerly side of Easement A of Happy Valley Flood Prevention - Phase 3 and the remainder of Kamehameha IV Deed to C. Brewer, et al;                                   |
| 2. | 3°   | 00' | 00" | 40.92  | feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;   |
| 3. | 32°  | 09' | 12" | 559.42 | feet along same;  |
| 4. | 34°  | 52' | 47" | 315.36 | feet along the remainder of Kamehameha IV Deed to C. Brewer, et al and R. P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani;  |
| 5. | 122° | 09' | 12" | 20.00  | feet along the remainder of R. P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani;   |
| 6. | 219° | 09' | 12" | 894.42 | feet along the remainder of R. P. 1997, L. C. Aw. 453 Apana 1 to Kuihelani and Kamehameha IV Deed to C. Brewer, et al to the point of beginning and containing an area of 0.873 acre. |

9. GRANT

TO : COUNTY OF MAUI  
DATED : April 1, 1981  
RECORDED : Liber 15644 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., said easements described as follows:

SEWER LINE EASEMENT A

All of that certain parcel of land being a portion of Deed of Kamehameha IV to C. Brewer and Company, situate Wailuku, Maui, Hawaii.

Beginning at a point on the southeasterly corner of this easement, on the northerly side of Puuohala Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5,674.52 feet north and 3,133.95 feet west and running by azimuths measured clockwise from true South:

Thence along the northerly side of Puuohala Road and along an arc of a curve the left with a radius of 5,744.53 feet, the chord azimuth and distance being:

1. 88° 37' 53.5" 165.06 feet to a point;
2. 87° 48' 30" 152.83 feet along the northerly side of Puuohala Road to a point;

Thence along the easterly side of Maika Street and along an arc of curve to the right with a radius of 25.00 feet, the chord azimuth and distance being:

3. 130° 43' 53.5" 19.47 feet to a point;
4. 267° 48' 30" 330.39 feet along the remainder of Deed of Kamehameha IV to C. Brewer and Company to a point;
5. 239° 16' 11.33 feet along same to the point of beginning and containing an area of 2,608 square feet.

Said above EASEMENT "A" was amended by AMENDMENT OF EASEMENT dated January 12, 1988, recorded in Liber 22185 at Page 319.

SEWER LINE EASEMENT B

All of that certain parcel of land being a portion of Deed of Kamehameha IV to C. Brewer and Company, situate Wailuku, Maui, Hawaii.

Beginning at a point on the southwesterly corner of this easement, on the northwesterly side of Kahekili Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5,031.45 feet north and 2,943.18 feet west and running by azimuths measured clockwise from true South:

- |    |          |        |  |
|----|----------|--------|--|
| 1. | 165° 14' | 62.98  | feet along the remainder of Deed from Kamehameha IV to C. Brewer and Company to a point; |
| 2. | 204° 22' | 156.08 | feet along same to a point;  |
| 3. | 150° 20' | 232.53 | feet along same to a point;  |
| 4. | 149° 16' | 241.92 | feet along same to the southerly side of Puuhala Road to a point;                        |

Thence along the southerly side of Puuhala Road and along an arc of a curve to the right with a radius of 5,714.68 feet, the chord azimuth and distance being:

- |     |          |        |   |                  |
|-----|----------|--------|---|------------------|
| 5.  | 269° 32' | 33.5"  | 17.37   | feet to a point; |
| 6.  | 329° 16' | 233.50 | feet along the remainder of Deed from Kamehameha IV to C. Brewer and Company to a point;                                      |                  |
| 7.  | 330° 20' | 240.31 | feet along same to a point;   |                  |
| 8.  | 24° 22'  | 158.40 | feet along same to a point;   |                  |
| 9.  | 345° 14' | 42.26  | feet along same to the northwesterly side of Kahekili Highway to a point;   |                  |
| 10. | 29° 30'  | 21.49  | feet along the northwesterly side of Kahekili Highway to the point of beginning and containing an area of 10.258 square feet. |                  |

10. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN TELEPHONE COMPANY (now known as VERIZON HAWAII, INC.)

DATED : April 26, 1982

RECORDED : Liber 16390 Page 716

GRANTING : 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 described as follows:

EASEMENT A

Situated at Wailuku, Maui, Hawaii

An easement over and across land owned by Wailuku Sugar Company and described as follows:

Beginning at a point on the most southerly corner of this easement, said point being 91° 21' 57" 42.79 feet from a spike in pavement at the intersection of North Marker Street and Mokuhau Road, the coordinates of which point of beginning referred to Government Survey Triangulation Station "WAILUKU" being 2,949.83 feet south and 1,195.26 feet west and running by azimuths measured clockwise from true South:

- 1. 157° 53' 16.32 feet over and across Kamehameha IV Deed to C. Brewer;
- 2. 200° 46' 30" 281.18 feet over and across same;
- 3. 148° 02' 04" 490.92 feet over and across same;
- 4. Thence along the south side of Puuhala Road on a curve to the right having a radius of 5,714.58 feet, the chord azimuth and distance being:
  - 269° 22' 34" 29.26 feet;
- 5. 328° 02' 04" 484.40 feet over and across Kamehameha IV Deed to C. Brewer;
- 6. 260° 40' 30" 12.76 feet over and across same;
- 7. 350° 40' 30" 5.00 feet over and across same;
- 8. 80° 40' 30" 12.00 feet over and across same;
- 9. 356° 55' 59.68 feet over and across same;

EXHIBIT "A"

10. 29° 30' 252.15 feet along the west side of Kahekili Highway to the point of beginning and containing an area of 0.498 acre.

EASEMENT B

Situated at Wailuku, Maui, Hawaii

An easement over and across land owned by Wailuku Sugar Company and described as follows:

Beginning at a point on the most southerly corner of this easement, on the north side of Puuohala Road, the coordinates of which point of beginning referred to Government Survey Triangulation Station "WAILUKU" being 2,225.22 feet south and 1,352.61 feet west and running by azimuths measured clockwise from true South:

1. Along the north side of Puuohala Road on a curve to the left having a radius of 5,744.58 feet, the chord azimuth and distance being:
 

89° 11'	09.5"	27.43 feet;
---------	-------	-------------
2. 148° 02' 233.96 feet over and across Kamehameha IV Deed to C. Brewer;
3. 57° 53' 40" 24.50 feet over and across same;
4. 147° 53' 40" 5.00 feet over and across same;
5. 237° 53' 40" 24.61 feet over and across same;
6. 150° 30' 45" 540.26 feet over and across same and over and across R. P. 1997, L. C. Aw. 453, Ap. 2 to Kuihelani;
7. 56° 14' 30" 17.80 feet over and across Kamehameha IV Deed to C. Brewer;
8. 146° 14' 30" 5.00 feet over and across same;
9. 236° 14' 30" 18.28 feet over and across same;
10. 158° 06' 20" 218.58 feet over and across same;
11. 74° 58' 20" 23.57 feet over and across same;
12. 164° 58' 20" 5.00 feet over and across same;
13. 254° 58' 20" 23.53 feet over and across same;

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14.	170°	15'		212.40 feet over and across same;
15.	151°	15'	10"	229.88 feet over and across same;
16.	142°	45'	40"	238.86 feet over and across same;
17.	61°	34'	40"	25.97 feet over and across same;
18.	151°	34'	40"	5.00 feet over and across same;
19.	241°	34'	40"	25.82 feet over and across same;
20.	171°	50'	20"	522.62 feet over and across same;
21.	158°	11'	10"	716.25 feet over and across same;
22.	152°	19'	10"	291.65 feet over and across same;
23.	146°	28'	50"	237.26 feet over and across same;
24.	53°	58'	30"	38.91 feet over and across same;
25.	143°	58'	30"	5.00 feet over and across same;
26.	233°	58'	30"	39.13 feet over and across same;
27.	146°	16'	40"	329.19 feet over and across same;
28.	130°	29'		345.06 feet over and across same;
29.	46°	31'	30"	24.47 feet over and across same;
30.	136°	31'	30"	5.00 feet over and across same;
31.	226°	31'	30"	24.14 feet over and across same;
32.	161°	31'	50"	323.08 feet over and across same;
33.	48°	43'	20"	313.66 feet over and across same and over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunalilo;
34.	319°	59'	50"	23.29 feet over and across L. C. Aw. 8559- B, Ap. 20 to Wm. C. Lunalilo and Kamehameha IV Deed to C. Brewer;
35.	49°	59'	50"	5.00 feet over and across Kamehameha IV Deed to C. Brewer;

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36.	139°	59'	50"	23.44 feet over and across same and over and across L. C. Aw. 8559-B Ap. 20 to Wm. C. Lunaililo;
37.	56°	1'	50"	320.71 feet over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunaililo;
38.	311°	18'	30"	25.80 feet over and across same;
39.	41°	18'	30"	5.00 feet over and across same;
40.	131°	18'	30"	27.15 feet over and across same;
41.	56°	11'	50"	10.01 feet over and across same;
42.	129°	19'	50"	837.03 feet over and across same and over and across R. P. 6754, L. C. Aw. 4049 to Kaniolo, R. P. 6755, L. C. Aw. 3459 Ap. 2 to Keawe and Konohiki Lands;
43.	63°	42'	20"	17.47 feet over and across Konohiki Lands;
44.	153°	42'	20"	5.00 feet over and across same;
45.	243°	42'	20"	17.78 feet over and across same;
46.	161°	01'	30"	1,175.02 feet over and across same and over and across R. P. 6700, L. C. Aw. 2489 Ap. 2 to Kuheleaukea; Poalima Lands, L. C. Aw. 3275 Ap. 3; R. P. 6700, L. C. Aw. 2389 Ap. 1 to Kuheleaukea; R. P. 5165, L. C. Aw. 2482 to Kane; L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunaililo; R. P. 5083, L. C. Aw. 3389 to Puna; R. P. 3221, L. C. Aw. 3275-S Ap. 2 to Kawahaale; and R. P. 3218, L. C. Aw. 5623 to Kualii;
47.	24°	20'	50"	42.20 feet over and across R. P. 3218, L. C. Aw. 5623 to Kualii;
48.	114°	20'	50"	5.00 feet over and across same;
49.	204°	20'	50"	47.50 feet over and across same;
50.	161°	01'	30"	14.02 feet over and across same;
51.	199°	54'	10"	15.53 feet over and across same;
52.	160°	08'	30"	24.04 feet over and across same;
53.	250°	08'	30"	5.00 feet over and across same;

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54.	340°	08'	30"	18.03 feet over and across same;
55.	199°	54'	10"	428.24 feet over and across same, and over and across R. P. 7641, L. C. Aw. 3462 to Kalomi;
56.	152°	00'		171.09 feet over and across R. P. 7641, L. C. Aw. 3462 to Kalomi and R. P. 7664, L. C. Aw. 8559-B, Ap. 21, Part 1 to Wm. C. Lunalilo;
57.	239°	26'		19.26 feet over and across same and over and across R. P. 7664, L. C. Aw. 8559-B Ap. 21 Part 1 to Wm. C. Lunalilo;
58.	327°	47'		136.94 feet over and across same and over and across R. P. 7641, L. C. Aw. 3462 to Kalomi;
59.	3°	00'		8.19 feet over and across R. P. 7641, L. C. Aw. 3462 to Kalomi;
60.	332°	00'		36.69 feet over and across same;
61.	266°	16'	10"	18.15 feet over and across same;
62.	356°	16'	10"	5.00 feet over and across same;
63.	86°	16'	10"	18.18 feet over and across same;
64.	19°	54'	10"	451.06 feet over and across same and over and across R. P. 3218, L. C. Aw. 5623 to Kualii;
65.	341°	01'	30"	1,184.87 feet over and across same and over and across R. P. 3221, L. C. Aw. 3275-S Ap. 2 to Kawahaale; R. P. 5083, L. C. Aw. 3379 to Puna; L. C. Aw. 8559-B Ap. 20 to Wm. C. Lunalilo; R. P. 6700, L. C. Aw. 2489 Ap. 1 to Kuheleaukea; L. C. Aw. 3275, Ap. 3; R. P. 6700 L. C. Aw. 2389, Ap. 2 5o Kuheleaukea; R. P. 5165, L. C. Aw. 2482 to Kane and Exchange Deed No. 89 Wailuku Sugar Co. to Kaholokai; Poalima Lands and Konohiki Lands;

EXHIBIT "A"

66.	309°	19'	50"	812.02 feet over and across Konohiki Lands; R. P. 6755, L. C. Aw. 3459, Ap. 2 to Keawe; R. P. 6754, L. C. Aw. 4049 to Kaniolo; and L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunaliilo;
67.	236°	11'	50"	317.70 feet over and across L. C. Aw. 8559-B, Ap. 20 to Wm. C. Lunaliilo;
68.	228°	43'	20"	338.17 feet over and across same;
69.	168°	34'	30"	16.43 feet over and across same;
70.	258°	34'	30"	5.00 feet over and across same;
71.	348°	34'	30"	13.56 feet over and across same;
72.	228°	43'	20"	8.76 feet over and across same;
73.	341°	31'	50"	10.99 feet over and across same;
74.	229°	13'	40"	17.75 feet over and across same;
75.	319°	13'	40"	5.00 feet over and across same;
76.	49°	13'	40"	19.81 feet over and across same and over and across Kamehameha IV Deed to C. Brewer;
77.	341°	31'	50"	337.78 feet over and across Kamehameha IV Deed to C. Brewer;
78.	310°	29'		340.64 feet over and across same;
79.	214°	17'	50"	19.16 feet over and across same;
80.	304°	17'	50"	5.00 feet over and across same;
81.	34°	17'	50"	19.53 feet over and across same;
82.	326°	16'	40"	321.12 feet over and across same;
83.	231°	46'		15.61 feet over and across same;
84.	325°	48'		25.06 feet over and across same along the Waiehu Heights well site, owned by the County of Maui;
85.	51°	46'		15.87 feet over and across Kamehameha IV Deed to C. Brewer;
86.	326°	28'	50"	226.25 feet over and across same;

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87.	230°	37'	30"	23.24 feet over and across same;
88.	320°	37'	30"	5.00 feet over and across same;
89.	50°	37'	30"	23.81 feet over and across same;
90.	332°	19'	10"	288.24 feet over and across same;
91.	232°	34'	50"	23.66 feet over and across same;
92.	322°	34'	50"	5.00 feet over and across same;
93.	52°	34'	50"	24.50 feet over and across same;
94.	338°	11'	10"	722.41 feet over and across same;
95.	273°	01'	30"	25.94 feet over and across same;
96.	3°	01'	30"	5.00 feet over and across same;
97.	93°	01'	30"	25.37 feet over and across same;
98.	351°	50'	20"	543.84 feet over and across same;
99.	322°	45'	40"	234.80 feet over and across same;
100.	233°	31'	50"	22.28 feet over and across same;
101.	323°	31'	50"	5.00 feet over and across same;
102.	53°	31'	50"	22.48 feet over and across same;
103.	331°	15'	10"	231.50 feet over and across same;
104.	249°	02'	40"	23.50 feet over and across same;
105.	339°	02'	40"	5.00 feet over and across same;
106.	69°	02'	40"	23.52 feet over and across same;
107.	350°	15'		214.46 feet over and across same;
108.	338°	06'	20"	217.28 feet over and across same;
109.	330°	30'	45"	544.53 feet over and across same and over and across R. P. 1997, L. C. Aw. 453, Ap. 2 to Kuihelani;
110.	328°	02'	40"	183.01 feet over and across Kamehameha IV Deed to C. Brewer;
111.	253°	45'	40"	16.10 feet over and across same;

112.343° 45' 40" 65.29 feet over and across same to the point of beginning and containing an area of 4.580 acres, more or less.

11. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN TELEPHONE COMPANY (now known as VERIZON HAWAII, INC.)

DATED : January 5, 1987

RECORDED : Liber 20331 Page 23

GRANTING : a perpetual right and easement for utility purposes as shown on map attached thereto

12. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AGREEMENT TO DEFER THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

DATED : October 3, 1988

RECORDED : Liber 22626 Page 32

PARTIES : WAILUKU AGRIBUSINESS CO., INC. (Subdivider) and COUNTY OF MAUI and its Department of Water Supply (County)

13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : FARM DWELLING AGREEMENT

DATED : December 5, 1988

RECORDED : Liber 22650 Page 96

PARTIES : WAILUKU AGRIBUSINESS CO., INC., "Applicant" and COUNTY OF MAUI through its Department of Public Works, "Department"

14. GRANT

TO : BOARD OF WATER SUPPLY OF THE COUNTY OF MAUI, a political subdivision of the State of Hawaii

DATED : June 19, 1989

RECORDED : Liber 23382 Page 469

GRANTING : 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:

PUUOHALA VILLAGE WATERLINE EASEMENT  
Umieu, Wailuku, Maui, Hawaii

A 15-foot 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 as follows:

Beginning at the southernmost corner of this easement, being also the easternmost corner of the County of Maui, Mokuhau Wells and Storage Tank lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 2,836.59 feet north and 5,340.82 feet west and running by azimuths measured clockwise from true South:

1. 137° 30'                      84.17      feet along the County of Maui, Mokuhau Wells and Storage Tank lot to a point;
2. 197° 20'                      528.88     feet over and across portions of L. C. Aw. 2435 to Claus Spreckels to a point;
3. Along a curve to the right with a radius of 217.50 feet and a central angle of 38° 40', the chord direct azimuth and distance being:
  - 216° 40'                      144.01     feet over and across portions of Grant 3343 to Claus Spreckels to a point;
4. 236° 00'                      22.84      feet over and across same to a point;

5. Along a curve to the left with a radius of 202.50 feet and a central angle of 26°00'. the chord direct azimuth and distance being:  
     223° 00'                      91.11      feet over and across the same to a point;
6. 210° 00'                      14.52      feet over and across the same to a point;
7. Along a curve to the right with a radius of 217.50 feet and a central angle of 54° 00'. the chord direct azimuth and distance being:  
     237° 00'                      197.49      feet over and across the same to a point;
8. 264° 00'                      4.09        feet over and across the same to a point;
9. 351° 41'      02"      15.01      feet along Easement "C" in favor of DLNR to a point;
10. 84° 00'                      4.69        feet over and across the same to a point;
11. Along a curve to the left with a radius of 202.50 feet and a central angle of 54° 00', the chord direct azimuth and distance being:  
     57° 00'                      183.87      feet over and across same to a point;
12. 30° 00'                      14.52      feet over and across same to a point;
13. Along a curve to the right with a radius of 217.50 feet and a central angle of 26° 00', the chord direct azimuth and distance being:  
     43° 00'                      97.85        feet over and across the same to a point;
14. 56° 00'                      22.84        feet over and across same to a point;
15. Along a curve to the left with a radius of 202.50 feet and a central angle of 38° 40', the chord direct azimuth and distance being:  
     36° 40'                      134.08      feet over and across same to a point;

- |     |          |        |   |
|-----|----------|--------|---|
| 16. | 17° 20'  | 526.04 | feet over and across portions of L. C. Aw. 2435 to Kahooke and Grant 3343 to Claus Spreckels to a point;                        |
| 17. | 317° 30' | 72.64  | feet over and across the same to a point;   |
| 18. | 47° 30'  | 10.00  | feet along the north side of Mokuhau Road to the point of beginning and containing an area of 15,850 square feet, more or less. |

PUUOHALA VILLAGE WATERLINE EASEMENT  
DIVERSION EASEMENT C

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 as follows:

Beginning at the north westernmost corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 5564.75 feet north and 4739.79 feet west, and running by azimuths measured clockwise from true South:

- |    |  |     |        |  |
|----|--|-----|--------|--|
| 1. | 265° 30'   | 00" | 56.33  | feet over and across R. P. 6102, L. C. Aw. 3294-B Apana 1 to Moomooiki to a point; |
| 2. | 7° 59'   | 16" | 400.88 | feet over and across   |
| 3. | 277° 59'   | 16" | 10.00  | feet over and across same to a point;  |
| 4. | 7° 59'   | 16" | 257.22 | feet over and across same;   |
| 5. | Thence along same on a curve to the left with a radius of 755.00 feet, the chord azimuth and distance being: |     |        |  |
|    | 4° 59'   | 28" | 78.94  | feet;  |
| 6. | 91° 59'  | 40" | 10.00  | feet over and across same;   |
| 7. | 1° 59'   | 40" | 112.10 | feet along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier;           |

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8. Thence along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier and Kamehameha IV Deed to C. Brewer, et al on a curve to the right with a radius of 835.00 feet, the chord azimuth and distance being:
- |  |    |     |     |       |       |
|--|----|-----|-----|-------|-------|
|  | 5° | 23' | 21" | 98.39 | feet; |
|--|----|-----|-----|-------|-------|
9. 8° 47' 02" 52.20 feet along the remainder of Kamehameha IV Deed to C. Brewer, et al;
10. 278° 47' 02" 10.00 feet along same;
11. 8° 47' 02" 150.00 feet along same;
12. 98° 47' 02" 5.00 feet along same;
13. 8° 47' 02" 342.09 feet along same;
14. Thence along same on a curve to the left with a radius of 360.00 feet, the chord azimuth and distance being:
- |  |    |     |     |        |       |
|--|----|-----|-----|--------|-------|
|  | 0° | 14' | 02" | 107.04 | feet; |
|--|----|-----|-----|--------|-------|
15. 351° 41' 02" 275.00 feet along same;
16. 68° 00' 00" 24.19 feet along same;
17. 75° 00' 00" 36.74 feet along same;
18. 171° 41' 02" 285.00 feet along same;
19. Thence along same on a curve to the right with a radius of 420.00 feet, the chord azimuth and distance being:
- |  |      |     |     |        |       |
|--|------|-----|-----|--------|-------|
|  | 180° | 14' | 02" | 124.88 | feet; |
|--|------|-----|-----|--------|-------|
20. 188° 47' 02" 544.29 feet along same;
21. Thence along the remainder of Kamehameha IV Deed of C. Brewer, et al and R. P. 5366, L. C. Aw. 377 to John Pelletier on a curve to the left with a radius of 780.00 feet, the chord azimuth and distance being:
- |  |      |     |     |       |       |
|--|------|-----|-----|-------|-------|
|  | 185° | 23' | 21" | 92.37 | feet; |
|--|------|-----|-----|-------|-------|

22. 181° 59' 40" 112.10 feet along the remainder of R. P. 5366, L. C. Aw. 377 to John Pelletier and R. P. 7774, L. C. Aw. 3335 to Naonohi;
23. Thence along remainder of R. P. 7774, L. C. Aw. 3335 to Naonohi and R. P. 6101, L. C. Aw. 3388 to Paiwi on a curve to the right with a radius of 820.00 feet, the chord azimuth and distance being:
- 184° 59' 28" 85.74 feet;
24. 187° 59' 16" 645.92 feet along the remainder of R. P. 6101, L. C. Aw. 3388 to Paiwi, R. P. 6102, L. C. Aw. 3294-B Apana 2 to Moomooiki, R. P. 5366, L. C. Aw. 377 to John Pelletier, Kamehameha IV Deed to C. Brewer, et al, R. P. 5289, L. C. Aw. 3488 to Kaawa and R. P. 6102, L. C. Aw. 3294-B Apana 1 M-2 to Moomooiki to the point of beginning and containing an area of 2.576 acres.

PUUOHALA VILLAGE WATERLINE EASEMENT - PHASE 3  
EASEMENT A

Wailuku, Maui, Hawaii

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, Etal, situate at Wailuku, Island and County of Maui, State of Hawaii and more particularly described as follows:

Beginning at the southwesternmost corner of this easement and the northwesternmost corner of Easement C, the point of beginning referred to Government Survey Triangulation Station "LUKE" being 5,564.75 feet north and 4,739.79 feet west and running by azimuths measured clockwise from true South:

1. 170° 21' 25.00 feet over and across R. P. 6102, L. C. Aw. 3294-B, Ap. 1 to Moomooiki to a point;
2. 170° 21' 12" 25.03 feet over and across Kamehameha IV Deed to C. Brewer, Etal, to a point;

3. Along a curve to the left with a radius of 618 feet and a central angle of 9° 48', the chord direct azimuth and distance being:
- |                 |        |   |
|-----------------|--------|---|
| 265° 15'        | 105.58 | feet over and across Kamehameha IV Deed to C. Brewer, Etal and R. P. 6065, L. C. Aw. 3387 to Pooliilii to a point;                                |
| 4. 270° 09'     | 172.74 | feet over and across R. P. 6065, L. C. Aw. 3387 to Pooliilii and R. P. 6102, L. C. Aw. 3294-B, Ap. 1 to Moomooiki to a point;                     |
| 5. 357° 48' 30" | 26.03  | feet along Puuhala Road and over and across R. P. 5973, L. C. Aw. 2502, Ap. 3 to Ihumai to a point;   |
| 6. 90° 09'      | 128.84 | feet over and across R. P. 5973, L. C. Aw. 2502, Ap. 3 to Ihumai and R. P. 6102, L. C. Aw. 3294-B, Ap. 1 to Moomooiki to a point;                 |
| 7. 82° 20' 40"  | 103.95 | feet over and across R. P. 6102, L. C. Aw. 3294-B, Ap. 1 to Moomooiki to a point;   |
| 8. 355° 30'     | 15.00  | feet over and across the same to a point;   |
| 9. 85° 30'      | 40.00  | feet over and across the same and along Diversion Easement C to the point of beginning and containing an area of 8,916 square feet, more or less. |
15. Easement W-1 for irrigation purposes, affecting Lot A-2, as shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002.
16. Easement W-2 for irrigation purposes, affecting Lot A-2, as shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002.
17. Easement W-3 for irrigation purposes, affecting Lot A-2, as shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002.

EXHIBIT "A"

18. Easement W-4 for irrigation purposes, affecting Lot A-2, as shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002.
19. Easement W-5 for irrigation purposes, affecting Lot A-2, as shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002.
20. Encroachments or any other matters which a correct survey would disclose.
21. Easements or claims of easements which are not recorded in the public records at Date of Policy.
22. Rights or claims of persons or entities other than the insured involving or arising out of: water; flumes; trails, roadways or other rights of way, including without limitation any such rights or claims under Chapter 264, Hawaii Revised Statutes.
23. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
24. Archaeological Site 50-50-04-5195 and any rights of access thereto or use and enjoyment thereof, by any parties entitled thereto.

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25. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)  
DATED : July 26, 2002  
RECORDED : Document No. 2002-133340  
PARTIES : WAILUKU AGRIBUSINESS CO., INC., and the COUNTY OF MAUI

26. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)  
DATED : July 26, 2002  
RECORDED : Document No. 2002-133341  
PARTIES : WAILUKU AGRIBUSINESS CO., INC., and the COUNTY OF MAUI

27. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DEFERRAL OF SUBDIVISION REQUIREMENTS AGREEMENT  
DATED : July 29, 2002  
RECORDED : Document No. 2002-133862  
PARTIES : WAILUKU AGRIBUSINESS CO., INC., and the DEPARTMENT OF WATER SUPPLY OF THE COUNTY OF MAUI

28. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS  
DATED : Aug 21, 2002  
RECORDED : Document No. 2002-146679 ,

The foregoing includes, but is not limited to, matters relating to rights and easements for irrigation ditches, reservoirs, water facilities, drainage, water, farming, access, blanket easements, waterline, etc.





R-413 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
AUG 21, 2002 08:01 AM  
Doc No(s) 2002-146579



1st CARL T. WATANABE  
ACTING  
REGISTRAR OF CONVEYANCES

45 1/9 Z6

6

Return by Mail () Pickup ( ) To:

CGM, LLC  
P O BOX 1237  
KAMUELA HI 96743

TGOH: 200107798 - 5  
TGES: A1-204-1649  
MARK RENSCHEM

Total Page: (45)

Tax Map Key: (2) 3-3-002:01 (portion)

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, RESERVATIONS AND RESTRICTIONS

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LAND COURT SYSTEM REGULAR SYSTEM  
Return by Mail ( ) Pickup ( ) To:

(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.

### ARTICLE III

#### ACCESS

Purchaser acknowledges that access for Wailuku's activities on the Property, is presently taken across the roadways (the "Access Roads") in the approximate locations of the "Reservation of Access Easements" Easements A-1, A-2 and A-3 as shown on Exhibit "B", affecting portions of the Property. For the benefit of Wailuku, its successors and assigns, Wailuku shall have a non-exclusive 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 activities, and as may be needed by Wailuku for Wailuku's use of the Irrigation Ditches, and the Water Facilities. Any roadways developed by Purchaser 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. Further, Purchaser shall improve the Access Roads designated as "A-1", and "A-2" (extension of maintenance road for Waihee Ditch) on Exhibit "B", to ensure the availability of the same for use by Wailuku for Wailuku's reserved rights. Purchaser shall have the right but not the obligation to improve and/or realign the Access Road designated as "A-3" on Exhibit "B", provided, however, Wailuku shall have the right to reasonably approve the plans and specification and any realignment for any improvements and/or realignment to said Access Road. Purchaser shall cause the Access Roads to be reflected as an encumbrance on title of any further subdivided portion of the Property provided, however, that the Access Roads shall not exceed twelve (12) feet in width, unless otherwise required under applicable law.

Wailuku shall indemnify and hold harmless Purchaser 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 the negligence, willful act or misconduct of Purchaser).

### ARTICLE IV

#### ACCESS PARCELS

Purchaser and Wailuku agree that certain portions of the Property provide access to parcels owned by Wailuku and/or third parties. The following parcels or designated areas (Reservation/Easements) use the Property as access as shown on Exhibit "B":

- (i) TMK: (2) 3-002:001 (portion)(Lot A-1 of the Iao Valley Large Lot Subdivision (843.016 acres) for the present activities therein.

- (ii) The Irrigation Ditches (Waihee Ditch, Drop Ditch W-4, Drop Ditch 37);
- (iii) Irrigation Line Easement W-3;
- (iv) Irrigation Line Easement W-5;
- (v) Waihee Ditch Maintenance Road;
- (vi) Access Easements over Purchaser's proposed lot for maintenance purposes to Reservoir 45 and Iao-Maniania Ditch (future public road to be constructed by Purchaser) and over Purchaser's proposed lot for maintenance purposes to Waihee Ditch and to Lot A-1 (future public road to be constructed by Purchaser);

To the extent Exhibit "B" does not provide specific access to (i)-(vi) above Wailuku shall have a blanket easement for the purposes set forth herein. At such time as Purchaser completes its proposed subdivision and creates specific access easement(s) or public roadways to the parcels and the designated area reservation/easements identified herein and conveys the same to Wailuku, Wailuku shall cancel its blanket easement.

Purchaser acknowledges and agrees that access for the above referenced parcels is currently provided across the Property affecting and encumbering portions of the Property as reflected on Exhibit "B". For the benefit of Wailuku, its successors and assigns, and Wailuku's Land and for the benefit of the parcels referenced above, said parcels shall have a non-exclusive right of way and easement to enter upon and to use the Property for access and roadway purposes, as reasonably necessary or convenient for access to the above related parcels. To the extent portions of the Property have not been effectively designated prior to Closing as discrete access easements affecting the Property, sufficient for the effective reservation or conveyance or the exercise of the access rights reserved and granted herein, Purchaser, for itself and on behalf of its successors and assigns, agrees to cooperate and agree with Wailuku and the owners of the above referenced parcels and to diligently take such actions at the request of Wailuku and/or owners of said parcels after Closing at no cost to Purchaser, Purchaser's successors and assigns and/or third parties, (except that Purchaser shall be responsible for its own attorneys and other consultant fees and costs relating thereto and except that Purchaser shall be responsible, at its expense, for appropriate designations of such access areas) as necessary and convenient for the referenced parcels to pursue and obtain all applicable approvals and authorizations to effectively designate such easement areas affecting the Property and if necessary to subdivide the same and to immediately thereupon execute one or more grants of easements, at no cost to the grantees, conveying to the owner of said parcels, such easements and other rights as

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, its 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.

## ARTICLE IX

### DEFAULT

(a) By Wailuku. In the event that Wailuku defaults in its obligations under this Declaration, and such default is not cured within thirty (30) days after written notice to Wailuku of such default, Purchaser shall be entitled to all remedies provided by law and equity including, but not limited to, damages and specific performance.

(b) By Purchaser. In the event that Purchaser defaults in its obligations under this Declaration, and such default is not cured within thirty (30) days after written notice to Purchaser of such default, Wailuku shall be entitled to all remedies provided by law and equity including, but not limited to, damages and specific performances.

## ARTICLE X

### MISCELLANEOUS

(a) General Purpose; Constructive Notice. The terms and conditions of this Declaration shall run and pass with each and every portion of the Property and shall be binding upon Purchaser, its successive owners and assigns. Each and every person or entity who now or hereafter during the Term owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, easement, reservation and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in the Property.

(b) Benefit; Enforcement. This Declaration shall inure to the benefit of Wailuku and Purchaser, and each of their respective successors and permitted assigns. Jurisdiction may be taken in equity to restrict or prevent by injunction, mandatory or restraining, any violation of this Declaration, without prejudice to the right to adopt or pursue any other remedy therefor for the same breach or failure, or for any subsequent breach or failure, or to take any action to recover damages for any such breach or failure.

(c) Termination or Amendment. Except as otherwise expressly provided in this Declaration, the provisions of this Declaration may be validly terminated, amended, modified or extended only by recordation of a proper instrument to that effect duly executed and acknowledged by both Wailuku and Purchaser.

(d) Captions. Captions given to various Articles and Sections herein are for convenience and reference purposes only and are not intended to

and shall not modify or affect the meaning, construction or interpretation of any of the substantive provisions of this Declaration.

(e) **Severability.** If any portion of this Declaration shall become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Declaration shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

(f) **Further Assurances.** Each of the parties to this Declaration shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary to perform its respective obligations hereunder and to carry out the intent of this Declaration.

(g) **Applicable Law.** This Declaration shall be governed by, and construed in accordance with the laws of the State of Hawaii.

(h) **Attorneys' Fees.** Should either party to this Declaration institute any action or proceeding to enforce any of the provisions hereof or to protect its interests in any manner arising under this Declaration, or to receive damages for breach of this Declaration, the nonprevailing party in any such action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including reasonable attorneys' fees expended or incurred in connection therewith.

(i) **No Joint Venture or Partnership.** It is hereby acknowledged by Purchaser and Wailuku that any relationship between them created hereby is not intended to be and shall not in any way be construed to be that of a partnership, joint venture, or principal and agent. It is hereby further acknowledged that any rights reserved herein by Wailuku with respect to the Property or any documents or matters related thereto is solely for the purpose of protecting Wailuku's Property interests and values. Any approvals or other action by Wailuku pursuant to this Declaration, or any document related thereto, is solely for Wailuku's benefit and no person or entity may rely upon Wailuku's actions hereunder for any other purpose.

(j) **Incorporation of Exhibits.** Exhibits "A" and "B", inclusive attached to this Declaration are incorporated into this Declaration by this reference.

(k) **Surviving Provisions of Purchase Agreement.** Delivery of this Declaration shall not affect survival of the provisions of the Purchase Agreement which, by their terms, are to survive closing of the transaction pursuant to the Purchase Agreement. Such provisions remain in full force and effect as covenants binding upon Purchaser and Wailuku, as applicable. Purchaser and Wailuku each specifically agrees to perform, abide by, and comply with their respective obligations under said surviving provisions of the Purchase Agreement. If there is any conflict between the provisions of this

Declaration and the Purchase Agreement, the provisions of this Declaration shall control.

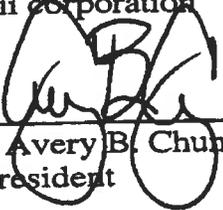
Wailuku and Purchaser have executed this Declaration as of the Effective Date.

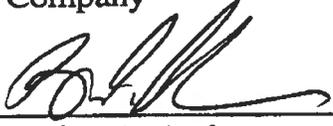
WAILUKU AGRIBUSINESS CO., INC.,

CGM, LLC, a Hawaii limited liability

a Hawaii corporation

Company

By:   
Name: Avery B. Chumbley  
Title: President

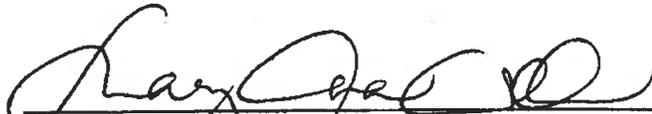
By:   
Name: Brian A. Anderson  
Title: Manager

By:   
Name: J. Alan Kugle  
Title: Chairman of the Board

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

On this 19<sup>th</sup> day of August, 2002, before me appeared **EVERY 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.

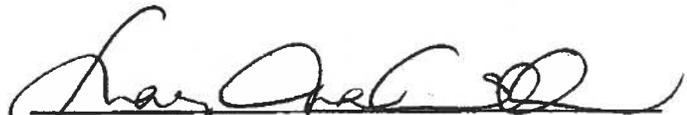


  
\_\_\_\_\_  
Notary Public, State of Hawaii.  
Print Name: Mary Ann Lock  
My commission expires: 5/30/04

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

On this 19<sup>th</sup> 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.

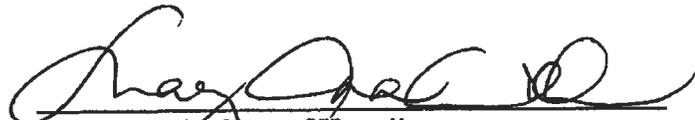


  
\_\_\_\_\_  
Notary Public, State of Hawaii.  
Print Name: Mary Ann Lock  
My commission expires: 5/30/04

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

On this 19<sup>th</sup> 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 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, State of Hawaii.  
Print Name: Mary Ann Lock  
My commission expires: 5/4/04

**IAO VALLEY LARGE-LOT SUBDIVISION  
DESCRIPTION OF LOT A-2**

Land situated on the westerly side of Kahekili Highway at  
Wailuku, Maui, Hawaii

Being all of 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 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 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; R.P. 5973, L.C. Aw. 2502:1 to Ihumai; and portions of R.P. 6298-6458, L.C. Aw. 3225 to Oponui; 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; R.P. 6397, L.C. Aw. 2435 to Kahooke; R.P. 6065, L.C. Aw. 3387 to Pooliilii; 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; Grant 3343 to Claus Spreckels; Kamehameha IV Deed to C. Brewer and Others; and Poalimas.

Beginning at a point on the northeasterly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation "LUKE" being 8,569.44 feet North and 2,250.54 feet West and running by azimuths measured clockwise from True South:

1. 319° 00' 81.39 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) to a point;
2. Thence along same on a curve to the right, having a radius of 222.80 feet, the chord azimuth and distance being: 328° 55' 76.74 feet to a point;
3. 338° 50' 186.07 feet along same to a point;

EXHIBIT "A"

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- |     |   |   |
|-----|---|---|
| 4.  | 12° 44'   | 221.20 feet along same to a point;  |
| 5.  | 18° 40'   | 63.35 feet along same to a point;   |
| 6.  | 32° 20'   | 68.41 feet along same to a point;   |
| 7.  | 46° 00'   | 113.31 feet along same to a point;  |
| 8.  | 50° 10'   | 87.33 feet along same to a point;   |
| 9.  | 26° 00'   | 46.90 feet along same to a point;   |
| 10. | 350° 56'  | 317.67 feet along same to a point;  |
| 11. | 345° 15'  | 70.97 feet along same to a point;   |
| 12. | 10° 30'   | 76.38 feet along same to a point;   |
| 13. | 349° 52'  | 39.90 feet along the remainder of<br>Kamehameha IV Deed to C. Brewer<br>and Others, being also along<br>Lot 11 of Old Waihee Ditch<br>Right-of-Way (formerly known as<br>Spreckels Ditch) to a point; |
| 14. | 284° 30'  | 5.97 feet along same to a point;  |
| 15. | 10° 30'   | 140.22 feet along the remainder of<br>Kamehameha IV Deed to C. Brewer<br>and Others, being also along<br>Lot A-3 of Iao Valley Large-Lot<br>Subdivision to a point;                                   |
| 16. | Thence along same on a curve to the left, having a radius of<br>20,270.00 feet, the chord<br>azimuth and distance being:<br>9° 05' 1,002.27 feet to a<br>point; |   |
| 17. | 7° 40'  | 278.41 feet along same to a point;  |

18. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-4 of Iao Valley Large-Lot Subdivision on a curve to the right with the point of curvature azimuth from the radial point being: 277° 40', and the point of tangency azimuth from the radial point being: 356° 19' 57", having a radius of 30.00 feet, the chord azimuth and distance being: 46° 59' 58.5" 38.03 feet to a point;
19. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 176° 19' 57", and the point of tangency azimuth from the radial point being: 156° 00', having a radius of 523.99 feet, the chord azimuth and distance being: 76° 09' 58.5" 184.97 feet to a point;
20. 66° 00' 156.30 feet along same to a point;
21. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 336° 00', and the point of tangency azimuth from the radial point being: 0° 38' 32", having a radius of 346.20 feet, the chord azimuth and distance being: 78° 19' 16" 147.75 feet to a point;

22. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 180° 38' 32", and the point of tangency azimuth from the radial point being: 177° 48' 30", having a radius of 5,762.58 feet, the chord azimuth and distance being: 89° 13' 31" 284.99 feet to a point;
23. 87° 48' 30" 147.83 feet along same to a point;
24. Thence along same on a curve to the right, having a radius of 30.00 feet, the chord azimuth and distance being: 132° 48' 30" 42.43 feet to a point;
25. 177° 48' 30" 192.00 feet along the easterly side of Maika Street to a point;
26. 87° 48' 30" 199.96 feet along the northerly side of Hewahewa Drive to a point;
27. Thence along the easterly side of Kupu Place on a curve to the right, having a radius of 25.00 feet, the chord azimuth and distance being: 132° 48' 30" 35.36 feet to a point;
28. 177° 48' 30" 200.00 feet along same to a point;
29. 87° 48' 30" 468.71 feet along the northerly side of Ihumai Place to a point;
30. 177° 48' 30" 10.00 feet along same to a point;
31. 87° 48' 30" 40.00 feet along same to a point;
32. 357° 48' 30" 50.00 feet along the westerly end of Ihumai Place to a point;

33. 87° 48' 30" 40.75 feet along the remainder of R.P. 2009, L.C. Aw. 2436:2 to Kahaiki, being also along Lot 51 of Puuhala Village Subdivision to a point;
34. Thence along same on a curve to the left, having a radius of 20.00 feet, the chord azimuth and distance being: 43° 51' 45" 27.76 feet to a point;
35. 359° 55' 177.85 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others and R.P. 6888, L.C. Aw. 3237 to Hewahewa, being also along Lots 51 and 49 of Puuhala Village Subdivision to a point;
36. 87° 48' 30" 40.03 feet along the northerly end of Maoi Street to a point;
37. 359° 55' 19.93 feet along the westerly side of Maoi Street to a point;
38. 89° 09' 88.39 feet along the remainders of R.P. 6888, L.C. Aw. 3237 to Hewahewa, and Kamehameha IV Deed to C. Brewer and Others to a point;
39. 359° 55' 53.83 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
40. 83° 51' 26.14 feet along same to a point;
41. 87° 49' 129.35 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others; Poalima and R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi to a point;

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42. 87° 48' 30" 70.65 feet along the remainder of R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi to a point;
43. 357° 48' 30" 154.60 feet along the remainders of R.P. 6529 and 6437, L.C. Aw. 2533:1 to Malaihi; Poalima and R.P. 6065, L.C. Aw. 3387 to Pooliilii to a point;
44. 267° 48' 30" 162.04 feet along the remainders of R.P. 6065, L.C. Aw. 3387 to Pooliilii; R.P. 6102, L.C. Aw. 3294-B:1:M:2 to Moomooiki and R.P. 6888, L.C. Aw. 3237 to Hewahewa to a point;
45. 357° 48' 30" 40.00 feet along the westerly end of Puuhala Road and along the remainder of R.P. 5973, L.C. Aw. 2505:3 to Ihumai, and along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
46. 267° 48' 30" 996.06 feet along the remainders of R.P. 5973, L.C. Aw. 2502:3 to Ihumai; R.P. 4424 and 4622, L.C. Aw. 3330 to Lonohiwa and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
47. 262° 05' 50" 100.50 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-11 of Iao Valley Large-Lot Subdivision to a point;
48. 267° 48' 30" 77.83 feet along the southerly side of Puuhala Road to a point;
49. Thence along same on a curve to the right, having a radius of 5,714.58 feet, the chord azimuth and distance being: 269° 24' 317.46 feet to a point;

50. 270° 59' 30" 72.91 feet along same to a point;
51. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 345° 22' 19", and the point of tangency azimuth from the radial point being: 336° 00', having a radius of 409.20 feet, the chord azimuth and distance being: 250° 41' 09.5" 66.86 feet to a point;
52. 246° 00' 16.09 feet along same to a point;
53. 90° 59' 30" 36.36 feet along same to a point;
54. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 338° 27' 03", and the point of tangency azimuth from the radial point being: 336° 00', having a radius of 394.20 feet, the chord azimuth and distance being: 247° 13' 31.5" 16.86 feet to a point;
55. 246° 00' 156.30 feet along same to a point;
56. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 156° 00', and the point of tangency azimuth from the radial point being: 173° 32' 12", having a radius of 475.99 feet, the chord azimuth and distance being: 254° 46' 06" 145.12 feet to a point;

57. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-5 of Iao Valley Large-Lot Subdivision on a curve to the right with the point of curvature azimuth from the radial point being: 173° 32' 12", and the point of tangency azimuth from the radial point being: 277° 40', having a radius of 30.00 feet, the chord azimuth and distance being: 315° 36' 06" 47.32 feet to a point;
58. 7° 40' 128.21 feet along same to a point;
59. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot B of Puuhala Subdivision on a curve to the left with the point of curvature azimuth from the radial point being: 229° 39' 35", and the point of tangency azimuth from the radial point being: 180° 59' 30", having a radius of 30.00 feet, the chord azimuth and distance being: 115° 19' 32.5" 24.72 feet to a point;
60. 90° 59' 30" 148.19 feet along same to a point;
61. 0° 59' 30" 202.44 feet along same to a point;
62. 270° 59' 30" 72.01 feet along same to a point;
63. 40° 40' 344.41 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-6 of Iao Valley Large-lot Subdivision to a point;
64. 29° 30' 236.65 feet along same to a point;

65. 157° 53' 82.97 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
66. 40° 50' 151.98 feet along same to a point;
67. 325° 40' 28.79 feet along same to a point;
68. 62° 21' 54.07 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-7 of Iao Valley Large-Lot Subdivision to a point;
69. 60° 15' 141.40 feet along the remainder of R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-7 of Iao Valley Large-Lot Subdivision to a point;
70. 53° 40' 230.59 feet along same to a point;
71. 50° 15' 133.88 feet along same to a point;
72. 53° 40' 15.26 feet along the northwesterly side of Mokuhaul Road to a point;
73. Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 143° 40', and the point of tangency azimuth from the radial point being: 128° 43' 04", having a radius of 666.17 feet, the chord azimuth and distance being: 46° 11' 32" 173.32 feet to a point;
74. 45° 33' 10.52 feet along the remainder of R.P. 997, L.C. Aw. 453:1 to Kuihelani, being also along Lot A-8 of Iao Valley Large-Lot Subdivision to a point;

EXHIBIT "A"

75. 38° 56' 65.50 feet along same to a point;
76. 31° 15' 74.72 feet along the remainders of R.P. 997, L.C. Aw. 453:1 Kuihelani and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-8 of Iao Valley Large-Lot Subdivision to a point;
77. Thence along the northwesterly side of Mokuhau Road on a curve to the right with the point of curvature azimuth from the radial point being: 309° 39' 22", and the point of tangency azimuth from the radial point being: 325° 00', having a radius of 540.67 feet, the chord azimuth and distance being: 47° 19' 41" 144.36 feet to a point;
78. 55° 00' 66.49 feet along same to a point;
79. 60° 40' 63.26 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-9 of Iao Valley Large-Lot Subdivision to a point;
80. 51° 13' 94.66 feet along same to a point;
81. 55° 00' 39.30 feet along the northwesterly side of Mokuhau Road to a point;
82. 37° 57' 15.64 feet along same to a point;
83. 48° 50' 33.81 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;

84. 37° 57' 140.72 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;
85. 37° 44' 18.37 feet along the remainder of Grant 3343 to Claus Spreckels, being also along Lot A-10 of Iao Valley Large-Lot Subdivision to a point;
86. 130° 20' 38.08 feet along the remainders of Grant 3343 to Claus Spreckels, and Kamehameha IV Deed to C. Brewer and Others, being also along Lot 1 of North Iao Village to a point;
87. 46° 16' 351.15 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lots 1, A and 2 to 5, inclusive of North Iao Village to a point;
88. 53° 39' 217.10 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 3652, L.C. Aw. 2503:2 to Ohule, being also along Lots 6 to 9, inclusive of North Iao Village to a point;
89. 47° 51' 260.03 feet along the remainders of R.P. 3652, L.C. Aw. 2503:2 to Ohule and R.P. 6711, L.C. Aw. 406:9 to Napela, being also along Lots 10 to 14, inclusive of North Iao Village to a point;
90. 45° 28' 49.31 feet along R.P. 6711, L.C. Aw, 406:9 to Napela, being also along Lot 15 of North Iao Village to a point;

EXHIBIT "A"

91. 43° 55' 161.70 feet along R.P. 3934, L.C. Aw.  
2527:1 to Mauhili to a point;
92. 35° 46' 10" 125.03 feet along R.P. 6392 and 6468, L.C.  
Aw. 2428 to Kaowao to a point;
93. 42° 02' 107.43 feet along the remainder of Grant  
3343 to Claus Spreckels, being  
also along Lots 47 and 48 of  
North Iao Village to a point;
94. 46° 10' 120.61 feet along the remainder of Grant  
3343 to Claus Spreckels, being  
also along Lot 49 of North Iao  
Village to a point;
95. 334° 58' 41.97 feet along same to a point;
96. Thence along the remainder of Grant 3343 to Claus Spreckels on  
a curve to the left with the  
point of curvature azimuth from  
the radial point being:  
154°31', and the point of  
tangency azimuth from the  
radial point being:  
62° 47' 40", having a radius of  
30.33 feet, the chord azimuth  
and distance being:  
18° 39' 20" 43.53 feet to a  
point;
97. 47° 30' 97.65 feet along the remainders of Grant  
3343 to Claus Spreckels and  
R.P. 6397, L.C. Aw. 2435 to  
Kahooke, being also along Lot  
A-12 of Iao Valley Large-Lot  
Subdivision to a point;
98. 137° 30' 142.00 feet along the remainders of R.P.  
6397, L.C. Aw. 2435 to Kahooke  
and Grant 3343 to Claus  
Spreckels to a point;
99. 47° 30' 270.00 feet along the remainder of Grant  
3343 to Claus Spreckels to a  
point;

100.	137°	30'	174.00 feet	along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
101.	31°	22' 50"	24.39 feet	along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
102.	72°	30' 10"	88.60 feet	along same to a point;
103.	36°	25' 40"	274.20 feet	along same to a point;
104.	91°	30' 30"	57.80 feet	along same to a point;
105.	121°	37' 50"	69.40 feet	along same to a point;
106.	138°	16' 30"	152.50 feet	along same to a point;
107.	87°	50'	41.90 feet	along same to a point;
108.	32°	15' 30"	121.70 feet	along same to a point;
109.	332°	57'	215.20 feet	along same to a point;
110.	307°	53' 40"	123.30 feet	along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels to a point;
111.	47°	29' 30"	127.50 feet	along the remainder of Grant 3343 to Claus Spreckels to a point;
112.	57°	54' 30"	25.17 feet	along same to a point;
113.	335°	21' 20"	47.36 feet	along the remainders of Grant 3343 to Claus Spreckels and R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;
114.	56°	00'	50.00 feet	along the remainder of R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;

115. 136° 42' 30" 49.57 feet along the remainders of R.P. 6298-6458, L.C. Aw. 3225 to Opunui and Grant 3343 to Claus Spreckels to a point;
116. 57° 54' 30" 110.69 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
117. 62° 12' 104.60 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others to a point;
118. 46° 46' 40" 237.30 feet along same to a point;
119. 43° 14' 20" 180.80 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels to a point;
120. 92° 18' 40" 147.40 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others to a point;
121. 51° 00' 60.40 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others to a point;
122. 19° 15' 50.00 feet along same to a point;
123. 60° 52' 50" 145.50 feet along same to a point;
124. 78° 37' 40" 138.00 feet along same to a point;
125. 343° 00' 30" 97.46 feet along the remainders of Kamehameha IV Deed to C. Brewer and Others, and Grant 3343 to Claus Spreckels, being also along R.P. 6298-6458, L.C. Aw. 3225 to Opunui to a point;
126. 68° 15' 282.50 feet along R.P. 4061, L.C. Aw. 451:1 to Lihi to a point;

EXHIBIT "A"

127. 55° 30' 44.20 feet along same to a point;
128. 83° 49' 490.67 feet along the remainders of Grant 3343 to Claus Spreckels and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
129. 135° 28' 163.08 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
130. 141° 00' 147.58 feet along same to a point;
131. 214° 18' 185.15 feet along same to a point;
132. Thence along same on a curve to the left, having a radius of 300.00 feet, the chord azimuth and distance being:  
196° 09' 186.90 feet to a point;
133. 178° 00' 51.33 feet along same to a point;
134. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
198° 47' 177.42 feet to a point;
135. 219° 34' 269.21 feet along same to a point;
136. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
309° 34', and the point of tangency azimuth from the radial point being:  
266° 33' 38", having a radius of 100.00 feet, the chord azimuth and distance being:  
198° 03' 49" 73.31 feet to a point;

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137. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 86° 33' 38", and the point of tangency azimuth from the radial point being: 137° 00', having a radius of 400.00 feet, the chord azimuth and distance being: 201° 46' 49" 340.87 feet to a point;
138. 227° 00' 420.74 feet along same to a point;
139. Thence along same on a curve to the left, having a radius of 1,000.00 feet, the chord azimuth and distance being: 220° 00' 243.74 feet to a point;
140. 213° 00' 52.95 feet along same to a point;
141. Thence along same on a curve to the left, having a radius of 200.00 feet, the chord azimuth and distance being: 181° 30' 209.00 feet to a point;
142. 150° 00' 81.24 feet along same to a point;
143. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being: 186° 45' 179.50 feet to a point;
144. 223° 30' 147.88 feet along same to a point;
145. Thence along same on a curve to the left, having a radius of 350.00 feet, the chord azimuth and distance being: 205° 45' 213.41 feet to a point;
146. 188° 00' 421.99 feet along same to a point;

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147. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being:  
209° 54' 74.60 feet to a point;
148. 231° 48' 122.62 feet along same to a point;
149. Thence along same on a curve to the left, having a radius of 175.00 feet, the chord azimuth and distance being:  
186° 54' 247.06 feet to a point;
150. 142° 00' 28.16 feet along same to a point;
151. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
156° 00' 96.77 feet to a point;
152. 170° 00' 50.42 feet along same to a point;
153. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
162° 30' 26.11 feet to a point;
154. 155° 00' 26.16 feet along same to a point;
155. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
182° 49' 46.66 feet to a point;
156. 210° 38' 317.04 feet along same to a point;
157. 202° 46' 126.25 feet along same to a point;
158. Thence along same on a curve to the left, having a radius of 150.00 feet, the chord azimuth and distance being:  
160° 02' 203.58 feet to a point;
159. 117° 18' 88.08 feet along same to a point;

160. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 62.00 feet, the chord azimuth and distance being: 187° 14' 116.47 feet to a point;
161. 257° 10' 108.71 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
162. 249° 24' 119.85 feet along same to a point;
163. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being: 222° 30' 90.49 feet to a point;
164. 195° 36' 122.07 feet along same to a point;
165. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being: 220° 58' 85.68 feet to a point;
166. 246° 20' 40.09 feet along same to a point;
167. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 67° 37' 52", and the point of tangency azimuth from the radial point being: 82° 24' 25", having a radius of 170.00 feet, the chord azimuth and distance being: 165° 01' 8.5" 43.72 feet to a point;

168. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being: 262° 24' 25", and the point of tangency azimuth from the radial point being: 250° 00', having a radius of 600.00 feet, the chord azimuth and distance being: 166° 12' 12.5" 129.67 feet to a point;
169. 160° 00' 148.24 feet along same to a point;
170. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being: 178° 24' 94.69 feet to a point;
171. 196° 48' 78.62 feet along same to a point;
172. Thence along same on a curve to the left, having a radius of 300.00 feet, the chord azimuth and distance being: 170° 21' 267.25 feet to a point;
173. 143° 54' 41.45 feet along same to a point;
174. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being: 166° 57' 195.77 feet to a point;
175. 190° 00' 154.58 feet along same to a point;

176. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
 280° 00', and the point of tangency azimuth from the radial point being:  
 255° 50' 44", having a radius of 300.00 feet, the chord azimuth and distance being:  
 177° 55' 22" 125.54 feet to a point;
177. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, with the point of curvature azimuth from the radial point being:  
 75° 50' 44", and the point of tangency azimuth from the radial point being:  
 176° 00', having a radius of 100.00 feet, the chord azimuth and distance being:  
 215° 55' 22" 153.38 feet to a point;
178. 266° 00'                      69.53 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
179. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being:  
 274° 00' 27.83 feet to a point;
180. 282° 00'                      28.49 feet along same to a point;
181. Thence along same on a curve to the left, having a radius of 75.00 feet, the chord azimuth and distance being:  
 262° 30' 50.07 feet to a point;

182. 243° 00' 126.35 feet along same to a point;
183. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
262° 30' 133.52 feet to a point;
184. 282° 00' 139.44 feet along same to a point;
185. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
12° 00', and the point of tangency azimuth from the radial point being:  
293° 04' 10", having a radius of 75.00 feet, the chord azimuth and distance being:  
242° 32' 05" 95.34 feet to a point;
186. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:  
113° 04' 10", and the point of tangency azimuth from the radial point being:  
138° 00', having a radius of 200.00 feet, the chord azimuth and distance being:  
215° 32' 05" 86.34 feet to a point;
187. 228° 00' 89.11 feet along same to a point;
188. 257° 14' 38" 42.49 feet along same to a point;
189. 281° 00' 24.97 feet along same to a point;
190. Thence along same on a curve to the right, having a radius of 150.00 feet, the chord azimuth and distance being:  
297° 00' 82.69 feet to a point;

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191. 313° 00' 47.69 feet along same to a point;
192. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others, and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the left, having a radius of 400.00 feet, the chord azimuth and distance being:  
293° 00' 273.62 feet to a point;
193. 273° 00' 47.70 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
194. Thence along same on a curve to the left, having a radius of 175.00 feet, the chord azimuth and distance being:  
256° 00' 102.33 feet to a point;
195. 239° 00' 44.31 feet along same to a point;
196. Thence along same on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
257° 30' 126.92 feet to a point;
197. 276° 00' 61.16 feet along same to a point;
198. Thence along same on a curve to the left, having a radius of 80.00 feet, the chord azimuth and distance being:  
249° 00' 72.64 feet to a point;
199. 222° 00' 18.48 feet along same to a point;

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200. Thence along same on a curve to the right, having a radius of 100.00 feet, the chord azimuth and distance being:  
232° 30' 36.45 feet to a point;
201. 243° 00' 38.87 feet along same to a point;
202. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:  
333° 00', and the point of tangency azimuth from the radial point being:  
317° 42' 56", having a radius of 200.00 feet, the chord azimuth and distance being:  
235° 21' 28" 53.19 feet to a point;
203. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, with the point of curvature azimuth from the radial point being:  
137° 42' 56", and the point of tangency azimuth from the radial point being:  
195° 00', having a radius of 200.00 feet, the chord azimuth and distance being:  
256° 21' 28" 191.74 feet to a point;
204. 285° 00' 22.80 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
205. Thence along same on a curve to the left, having a radius of 150.00 feet, the chord azimuth and distance being:  
267° 00' 92.71 feet to a point;

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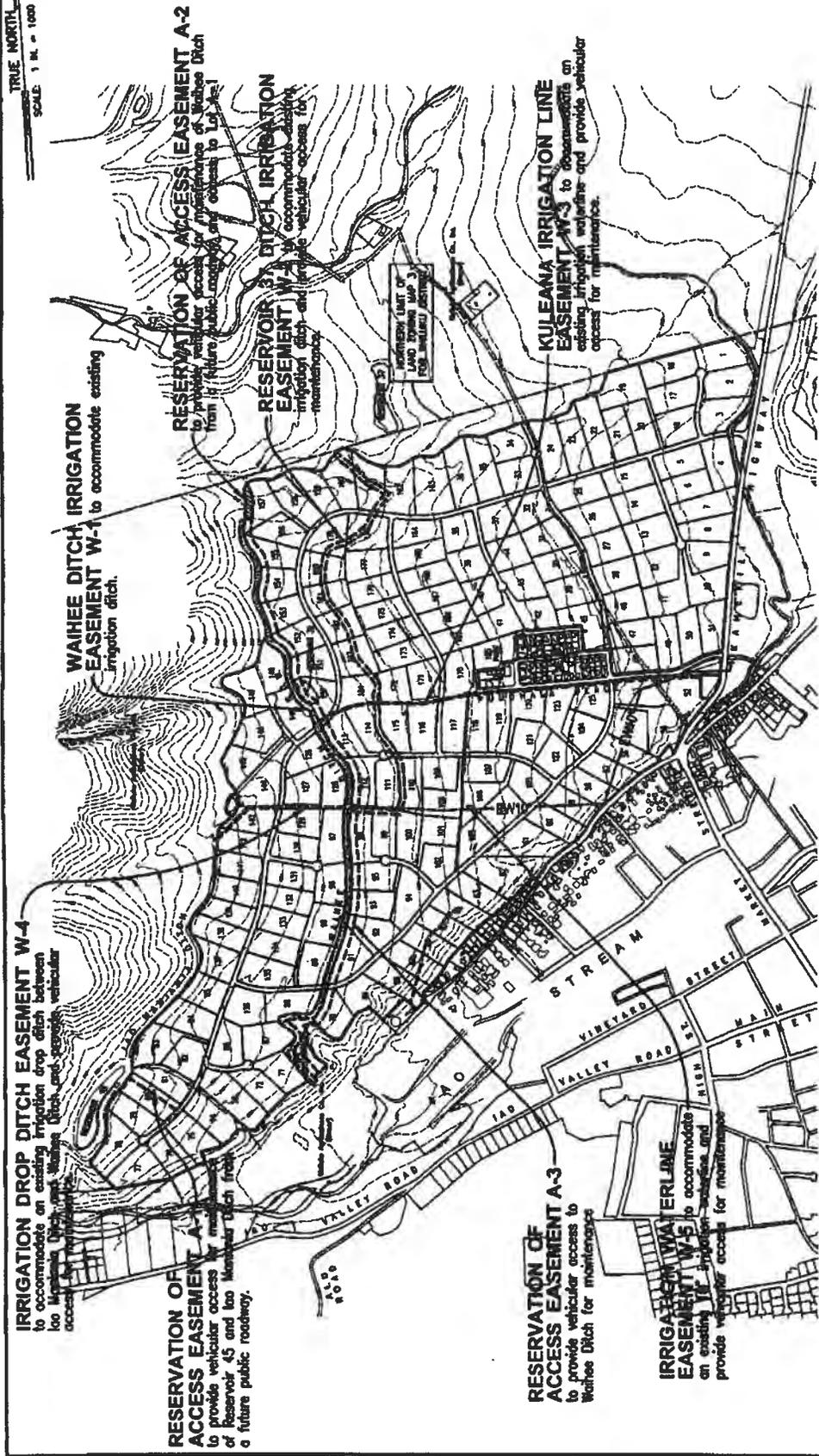
206. 249° 00' 54.94 feet along same to a point;
207. Thence along same on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
254° 30' 47.92 feet to a point;
208. 260° 00' 59.70 feet along same to a point;
209. Thence along same on a curve to the left, having a radius of 250.00 feet, the chord azimuth and distance being:  
253° 30' 56.60 feet to a point;
210. 247° 00' 44.70 feet along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
211. Thence along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 200.00 feet, the chord azimuth and distance being:  
253° 00' 41.81 feet to a point;
212. 259° 00' 96.80 feet along same to a point;
213. Thence along the remainders of Kamehameha IV Deed to C. Brewer and Others and R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the right, having a radius of 250.00 feet, the chord azimuth and distance being:  
268° 00' 78.22 feet to a point;

214. 277° 00' 34.14 feet along the remainder of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
215. Thence along the remainders of R.P. 7302, L.C. Aw. 4452:9 to H. Kalama and Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
265° 00' 41.58 feet to a point;
216. 253° 00' 169.37 feet along the remainder of Kamehameha IV Deed to C. Brewer and Others, being also along Lot A-1 of Iao Valley Large-Lot Subdivision to a point;
217. Thence along same on a curve to the left, having a radius of 50.00 feet, the chord azimuth and distance being:  
227° 30' 43.05 feet to a point;
218. 202° 00' 52.45 feet along same to a point;
219. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
230° 30' 47.72 feet to a point;
220. 259° 00' 70.05 feet along same to a point;
221. Thence along same on a curve to the left, having a radius of 100.00 feet, the chord azimuth and distance being:  
247° 30' 39.87 feet to a point;
222. 236° 00' 31.82 feet along same to a point;

223. Thence along same on a curve to the right, having a radius of 50.00 feet, the chord azimuth and distance being:  
251° 00' 25.88 feet to a point;
224. 266° 00' 31.35 feet along same to a point;
225. Thence along same on a curve to the left, having a radius of 50.00 feet, the chord azimuth and distance being:  
234° 30' 52.25 feet to a point;
226. 203° 00' 143.93 feet along same to a point;
227. 257° 14' 38" 1,145.32 feet along same to the point of beginning and containing an Area of 455.498 Acres, more or less.

Together with an easement for access and utility purposes over and across Lots A-3 to A-12 shown on subdivision map, prepared by Reed M. Ariyoshi, Licensed Surveyor, with Warren S. Unemori - Engineering Inc., dated April 5, 2002, last revised July 18, 2002, approved August 6, 2002, said Lots A-3 to A-12 being roadway lots; provided that if said lots, or any portions thereof, are conveyed or dedicated to and accepted by any governmental or quasi-governmental authorities or utility or service companies such easement rights over and across those portions of said lots so conveyed or dedicated and accepted shall automatically terminate.

TRUE NORTH  
SCALE: 1 IN. = 1000 FT.



**IRRIGATION DROP DITCH EASEMENT W-4**  
to accommodate an existing irrigation drop ditch between Iao Mountain Ditch and Waiehe Ditch and provide vehicular access to the irrigation ditch.

**RESERVATION OF ACCESS EASEMENT A-1**  
to provide vehicular access for maintenance of Reservoir #5 and Iao Mountain Ditch from a future public roadway.

**WAIHEE DITCH IRRIGATION EASEMENT W-1**  
to accommodate existing irrigation ditch.

**RESERVATION OF ACCESS EASEMENT A-2**  
to provide vehicular access for maintenance of Waiehe Ditch from a future public roadway and access to Lot #51.

**RESERVOIR W-2 IRRIGATION EASEMENT W-2**  
to accommodate existing irrigation ditch and provide vehicular access for maintenance.

**RESERVATION OF ACCESS EASEMENT A-3**  
to provide vehicular access to Waiehe Ditch for maintenance.

**IRRIGATION WATERLINE EASEMENT W-5**  
to accommodate an existing irrigation waterline and provide vehicular access for maintenance.

**KULEAMA IRRIGATION LINE EASEMENT W-3**  
to accommodate an existing irrigation waterline and provide vehicular access for maintenance.

PROPERTY (PART OF LAND ZONING MAP 3) FOR VEHICULAR ACCESS

## PUUOHALA MAUKA SUBDIVISION

Approximate Location of Easements and Reservations Requested by Wailuku Agribusiness Co.

August 16, 2002

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on this date, a true and correct copy of the foregoing document was duly served via first class U.S. mail, postage prepaid:

Wailuku Country Estates Community Ass'n  
& Irrigation Co., et al.  
c/o Maui Land Broker & Property Mgm't, Inc.  
P.O. Box 1673  
Wailuku, HI 96793

DATED: Honolulu, Hawai'i, September 19, 2012.

EARTHJUSTICE  
223 South King Street, Suite 400  
Honolulu, Hawai'i 96813

By:

  
\_\_\_\_\_  
ISAAC H. MORIWAKE  
Attorneys for:  
HUI O NÄ WAI 'EHÄ & MAUI  
TOMORROW FOUNDATION, INC.