

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawaii 96813

June 13, 2014

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

File.: 1102CMRP01

Maui

Approval of Warranty Deed and Easements for Acquisition of Private Lands for Park Purposes, Waikapū, Wailuku, Maui, Tax Map Key: (2) 3-8-007:104

BACKGROUND:

On March 28, 2014, under Agenda Item E-3 which is attached as Exhibit A, the Board approved the acquisition of private lands in Waikapū, Maui, for a regional sports complex containing baseball, youth baseball and soccer fields. The park is referred to as the Central Maui Regional Sports Complex (CMRSC) and is located in the undeveloped, planned community known as Wai‘ale.

The Board’s approval was given based on the standard terms and conditions of the most current warranty deed form as described in the recommendations. Staff has received a proposed draft warranty deed prepared by the proposed grantor, Alexander and Baldwin, Inc. (A&B) which contains some material differences from the Department of Land and Natural Resources’ (Department) standard warranty deed form. A&B also proposes to reserve for itself several easements to serve its nearby present and future development and the State will need access and utility easements as well in order to properly provide for vehicular and utility access to CMRSP. Finally, there are additional agreements for tertiary effluent water use, a right of entry agreement for A&B to make improvements once the property is sold and a temporary water agreement for construction crews to obtain water during the construction of CMRSC.

DISCUSSION:

I. PROPOSED WARRANTY DEED: A copy of the proposed draft warranty deed is attached as Exhibit B (the “Draft Deed”). The Draft Deed contains the following material differences from the Department’s standard warranty deed form:

A. RESERVATIONS.

Grantor reserves to itself, its successors and assigns, which shall run with the land:

1. Easements Over Property in Favor of School Site. Grantor reserves the right to designate, redesignate and relocate designated easements areas, and to grant to itself or the successor owner of the potential school site (the “School Site”) as shown on Exhibit “B”, attached hereto and made a part hereof, easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the School Site for the construction and operation of a school;

Item E-1

provided, however, that such reserved rights shall not unreasonably interfere with the use of the Property for park and recreation purposes. Grantor or its successor in interest shall be responsible to repair any damage to the Property caused by its installation of utilities within such utility easement.

This reservation refers to the right reserved unto A&B to designate and/or modify easements relating to a proposed school parcel adjacent to CMRSP.

2. Easements Over Property in Favor of the Project. Grantor reserves the right to designate, redesignate and relocate designated easement areas, and to grant to itself or the successor owner of the property (the "Project") as shown on Exhibit "B", attached hereto and made a part hereof, easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the Project as necessary for the construction and operation of a mixed used project; provided, however, that the exercise of such reserved rights shall not unreasonably interfere with the use of the Property for park and recreation purposes. Grantor shall be responsible for all costs associated with the utility easements in favor of the Project, including the cost of installing utilities within the easement area, and all costs that Grantee is required to incur in connection with the installation of utilities within the easement area. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors in the installation of utilities within the easement.

This reservation refers to the right reserved unto A&B to designate utility easements necessary for the overall Wai'ale project.

3. Exercise of Rights. The exercise of the rights reserved in Sections B.1. and B.2. shall be accomplished in a commercially reasonable manner and shall not unreasonably interfere with the Grantee's use of the Property for park and recreation purposes. With the prior written approval of Grantee, easement installations may be expanded or relocated if the expansion or relocation of the easement will not have a material, adverse impact on the use of the Property for park or recreation purposes provided, however, that the party performing the expansion or relocation shall pay all costs and expenses of such expansion or relocation, including reasonable attorneys' and consultant's fees of the party not performing the expansion or relocation. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors.

This provision limits the Grantor's interference with the park due to the need to establish or modify easements.

B. COVENANTS AND RESTRICTIONS.

1. Covenants. Grantee, for itself, its successors and assigns, hereby accepts the Property and acknowledges, covenants and agrees with and to Grantor, its successors and assigns, that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, which covenants and restrictions are conditions to Grantor's conveyance of the Property to Grantee.

2. **Declaration of Conditions.** Grantee, for itself, its successors and assigns, further agrees that the Property is subject to all matters disclosed in that certain Declaration of Conditions, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-45810753, and Grantee acknowledges and agrees that (a) Grantee assumes the complete risk of and forever releases the State of Hawaii from all claims for damages and nuisances occurring on the Property and arising out of or related to highway traffic noise from Kuihelani Highway; (b) Grantee waives any right to (i) require the State of Hawaii to take any action to eliminate or abate any highway traffic noise from Kuihelani Highway and (ii) file any suit or claims against the State of Hawaii for injunction or abatement of any highway traffic noise from Kuihelani Highway and for any damages or other claims related to or arising therefrom; (c) Grantee is aware of the potential adverse impacts of aircraft activity at and from Kahului Airport such as noise, right of flight, emissions, vibrations, and other incidences of aircraft operations; and (d) Grantee will cooperate in any program to control any birds nesting or occupation and any insect, pest, or wildlife infestation.

This section discloses that the Department is taking the property subject to certain Declaration of Conditions which pertains to traffic noise, aircraft activity and will cooperate with any program to address birds or wildlife infestation.

C. NEARBY AGRICULTURAL ACTIVITIES.

1. Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the “**Agricultural Activities**”), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the “**Agricultural By-Products**”).
2. Grantee hereby assumes complete risk of and, except as expressly set forth below, forever releases Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, except as expressly set forth below, Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require Grantor, and releases Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against Grantor for injunction or abatement of nuisances except where Grantor is in any violation of applicable statutes, ordinances and regulations or as a cross claim or third party claim where Grantee is named as a defendant.

3. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of Grantor under this agreement or be the basis for a suit or other claim for injunction or abatement of nuisances, and Grantee hereby forever waives any right to file any such suit or claim.
4. As used in this section regarding Agricultural Activities, all references to "Grantor" shall mean and include Grantor and all parent, subsidiary, sister and other affiliated companies of Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of Grantor and its parent, subsidiary, sister and affiliated companies.
5. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases. Notwithstanding the foregoing, nothing herein shall release Grantor from any violation of applicable statutes, ordinances and regulations nor prevent the State of Hawaii, the County of Maui or other governmental authority from enforcing applicable statutes, ordinance and regulations.

These provisions limit A&B's liability for claims relating to agricultural use including sugar cane and other agricultural activities.

D. DISCLAIMERS, WAIVERS AND RESTRICTIONS

1. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN DISPOSITION AGREEMENT DATED EFFECTIVE AS OF _____ BETWEEN GRANTOR AND GRANTEE (THE "**DISPOSITION AGREEMENT**"), IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL

CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS (INCLUDING, WITHOUT LIMITATION, ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT BY THIS DEED GRANTOR SELLS AND CONVEYS TO AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". WITHOUT LIMITING THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES THE POSSIBILITY THAT THE PROPERTY CONTAINS UNEXPLODED ORDNANCE AND HUMAN REMAINS. GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY, ANY IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY GRANTOR, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

2. **Limited Recourse.** Notwithstanding anything to the contrary in this Deed it is expressly understood and agreed that the individuals executing this Deed have executed or will execute the same solely in their capacity as officers and not individually, and such officers shall have no individual liability.

This section includes a waiver and that the Department is taking title to the property "AS IS".

II. PROPOSED EASEMENTS AND AGREEMENTS IN FAVOR OF A&B AND DEPARTMENT:

Below is a table indicating the easements and other agreements in favor of both A&B and the Department for the Board's consideration. The documents are attached as Exhibit C. These easements are necessary for the Department to build and operate CMRSC for A&B to develop certain portions of the CMRSC and the remainder of the Wai'ale planned community. Certain documents which list A&B as both the Grantor and Grantee will be recorded prior to the final deed conveying CMRSC to the Department. The Department will then take title to the property subject to the recorded grants.

| Easement | Document Name | Grantor | Grantee | Doc. No. | Easement No. | Comments |
|-----------------|---------------------------------------|----------------|----------------|-----------------|---------------------|--------------------------------------|
| 2.1(a) | Grant of Access and Utility Easements | A&B | DLNR | 2724431 | Easement 1 | Kamehameha Ave extension connection. |
| 2.1(b) | Grant of Access | A&B | DLNR | 2724550 | Road C | Contingent easement |

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|--------|---|------------------------------------|------|---------|--|--|
| | Easement | | | | 2 access points (unrestricted and restricted) Vehicle storage lane in Easement 2B | Grantee to develop Benefited Property in a manner consistent with the elevations of Road C as set by A&B. |
| 2.1(c) | Grant of Sewer Easements | A&B | DLNR | 2729524 | Contingent on A&B installing wastewater lines in the Project | Contingent easement Need Exhibit showing easement area. |
| 2.1(d) | Grant of Landscaping, Signage, Access, Drainage and Utilities Easements | A&B (record prior to deed to DLNR) | A&B | 2729846 | Easement 2A | |
| 2.1(e) | Grant of Drainage, Landscaping, Construction and Utilities Easements | A&B (record prior to deed to DLNR) | A&B | 2730002 | Easement 2B | Grantee to allow the easement area to remain in a condition that allows A&B to utilize the easement area for its designated purposes, including, ensuring that the entire easement width is level with the future Road C sidewalk grade. Runoff from Road C shall be channeled into A&B drainage basins. |
| 2.1(f) | Grant of Drainage, Landscaping, Access and Utilities Easement | A&B (record prior to deed to DLNR) | A&B | 2730019 | Easement 2C | Grantee to allow A&B to utilize the easement area for its designated purposes, which shall include ensuring that at least a 15 foot width of the entire easement area remains level for a future access road and underground drain line. |
| 2.1(g) | Grant of Access Easement | A&B (record prior to deed to DLNR) | A&B | 2730020 | Easement 3A | Access shall be controlled by Grantee except in the event of emergency threatening life or property. |
| 2.1(h) | Grant of Drainage and Access Easements | A&B (record prior to deed to DLNR) | A&B | 2730332 | Easement 3B | Grantee to allow A&B to utilize the easement area for its designated purposes, including, ensuring that at least a 15 foot width of the portion of the easement area remains level. |

| | | | | | | |
|--------|--|------------------------------------|----------------|---------|----------------------------|--|
| | | | | | | The portion of Easement 3B along the northern boundary shall remain level with the current grade and elevation at the adjacent property line. |
| 2.1(j) | Grant of Drainage Basin Easements | A&B (record prior to deed to DLNR) | A&B | 2730406 | Easement 4 Easement 5 | See section 2.1(j) |
| 2.1(k) | Agreement for Effluent Water Distribution and Grant of Easements | A&B | DLNR | 2730499 | No specific easement area. | So long as tertiary water is not prohibited by applicable governmental authorities for use on the Burdened Property, DLNR shall accept tertiary water from the Project, if any, for irrigation of the Burdened property or other uses by DLNR, to the extent delivered by A&B to the Burdened Property, at no cost to DLNR for the water. DLNR's acceptance of such tertiary water is contingent on A&B paying for any incremental cost that DLNR is required to incur to accept such water that DLNR otherwise would not have been required to pay if DLNR provided water for the Burdened Property from other sources. DLNR shall be required only to take the amount of water reasonably necessary for its operations, as determined by DLNR. DLNR shall provide A&B with any necessary easements or access rights to enable A&B to deliver such water. |
| 2.1(l) | Grant of Water Line Easement | A&B (record prior to deed to DLNR) | A&B | 2731012 | | Existing water line. |
| 2.1(m) | Grant of Water Line Easement | A&B | County of Maui | 2731024 | | Existing water line. |
| 2.1(n) | Right of Entry to Construct Improvements | A&B | A&B | 2731049 | | Temporary right of entry from time to time in favor of A&B and its employees, agents and contractors for the construction |

| | | | | | | |
|--------|----------------------------------|-----|------|---------|--|---|
| | | | | | | and maintenance of the Project, including but not limited to construction and maintenance of Road C and other easements in the Disposition Agreement. A&B shall repair any damage to the Burdened Property caused by A&B or its employees, agents or contractors. |
| 2.1(r) | Temporary Use of Water Agreement | A&B | DLNR | 2731102 | | A&B shall provide Grantee temporary use of water from the Waiale Well Reservoir Site for the duration of the construction of the "Property Improvements", subject to availability, payment by Grantee for the use of the water, and approval by the MBPPII Association. |

IV. DISCUSSION:

Staff and the Department of the Attorney General have worked with counsel for A&B on these documents. A map indicating the approximate location of the easements is attached as Exhibit D. The exact location of the easements will be determined when A&B obtains final subdivision approval of the overall project which could affect the exact location the easements. The CMRSP boundaries would not be affected.

Staff recommends approval of these documents and delegation to the Chairperson the necessary authority to negotiate, approve and execute the documents necessary to complete the acquisition of the property.

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RECOMMENDATION: That the Board:

1. Authorize the acquisition of the subject property pursuant to the terms and conditions of the attached Draft Deed, attached easement documents, grants and other agreements, further subject to the review and approval by the Department of the Attorney General;
2. Authorize the Chairperson to negotiate and execute any provision, modification, easement or other agreement necessary to carry out the intent of the Board in completing this acquisition, including but not limited to the Draft Deed, easements, grants and/or any additional easements or other agreements necessary to complete the acquisition of CMRSC and to best serve the interests of the State.

Respectfully Submitted,



DANIEL S. QUINN
Administrator

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawaii 96813

March 28, 2014

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

File.: 1102CMRP01

Maui

Acquisition of Private Lands for Park Purposes, Waikapū, Wailuku, Maui, Tax Map Key:
(2) 3-8-007:104

APPLICANT AGENCY:

Department of Land and Natural Resources, Division of State Parks (State Parks).

PRIVATE LANDOWNER:

Alexander and Baldwin, Inc., a Hawai'i Corporation.

LEGAL REFERENCE:

Sections 107-10, 171-11 and 171-30, Hawaii Revised Statutes, as amended, and Chapter 101, HRS, as may be necessary.

LOCATION:

Privately-owned lands of Waikapū situated at Wailuku, Maui identified by Tax Map Key: (2) 3-8-007:104, as shown on the attached description and map labeled Exhibit A.

AREA:

65.378 acres, more or less.

ZONING:

State Land Use District: Urban
County of Maui CZO: Agricultural

CURRENT USE:

Vacant and subject to encumbrances of record.

ITEM E-3
Exhibit A

CONSIDERATION:

Pursuant to mutual agreement, a one-time payment of One Million, Six Hundred Thirty-Four Thousand Dollars (\$1,634,000) for fee simple title.

PURPOSE:

For outdoor recreation park purposes.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

The Final Environmental Assessment for the subject project was published in the OEQC's Environmental Notice on June 23, 2013, with a Finding of No Significant Impact (FONSI).

APPLICANT REQUIREMENTS:

Applicant has completed the requirements below:

- 1) An appraisal has been completed to determine the value of the property;
- 2) Final subdivision approval has been obtained from Maui County and the park parcel is now a subdivided, legal lot with its own tax map key parcel number;
- 3) A survey map and description have been completed indicating a total area of 65.378 acres;
- 4) A title status report has been obtained, it will need updating prior to closing to reflect changes as a result of the subdivision;
- 5) Environmental site assessments have been completed. The Phase I environmental site assessment indicated four (4) recognized environmental conditions which should be addressed in a Phase II environmental site assessment. The Phase II environmental site assessment concluded the site does not require any further remedial action or restrictions on land use prior to its development into a public park.

REMARKS:

This submittal seeks the Board's approval to acquire 65.378 acres of land in Waikapū, Maui (TMK: (2) 3-8-007:104), for park purposes and is referred to as the Central Maui Regional Park ("CMRP"). It is located within the master planned community known as Wai'ale owned by Alexander and Baldwin, Inc. (A&B). A map depicting the Wai'ale master plan is attached as Exhibit B. A boundary description and map for the CMRP parcel is attached as Exhibit A.

The initiative in support of CMRP began as a way to address the demand for youth playing fields in the expanding area of Central Maui. In 2011, the Hawai'i State Legislature appropriated \$9,000,000 to the Division of State Parks (State Parks) in general obligation bonds as a legislative add-on for this project and since then, the appropriation increased to approximately \$18.5 Million for both land acquisition and park design/construction.

On December 9, 2011 (under Agenda Item E-3),(the "2011 Submittal") the Board approved, in concept, the acquisition of private lands in Waikapū for the purpose of creating CMRP as described above. Following the Board's approval, State Parks was tasked with conducting the due diligence as outlined in the 2011 Submittal. Simultaneously, the Department of Land and Natural Resources' Engineering Division has been working on design and construction plans for the park

together with the preparation of an Environmental Assessment which the Board accepted at its meeting on October 11, 2013 under agenda item L-2.

Location

The lands are located within the undeveloped master planned community known as Wai‘ale owned by Alexander and Baldwin, Inc. The property is unimproved, except for some fencing surrounding an area currently under a month to month lease for pasture purposes. That lessee is being relocated and the property will be conveyed free of any leases.

The property is bordered by Kuihelani Highway to the southeast, the Maui Lani subdivision to the north, a planned community center and cultural preserve to the west, planned county housing, a planned middle school and other planned commercial uses to the south, and South Kamehameha Avenue to the northwest. On November 4, 2011, the Land Use Commission accepted the Final Environmental Impact Statement for the project which included the development of a regional park in the location of CMRP.

Park Design and Phasing

The total development costs of CMRP which includes nine (9) baseball/softball fields and three (3) soccer fields is estimated to be over \$25 Million. Because this amount exceeds the total appropriation, the plans call for the project to be built in two phases. (A site plan depicting the layout of the fields is attached as Exhibit C.) Phase 1 will include a high school baseball field and two softball fields together with bathroom facilities, a concession building and parking. An additive bid to Phase 1 will include two additional youth softball fields and will be constructed as part of Phase 1 should bid prices come in lower than expected. Phase 2 will include the remainder of the improvements including an additional four (4) softball playing fields, soccer fields and other ancillary park improvements. Phase 1 construction is planned for completion in late 2015. The Phase 2 completion date will depend on future appropriations and the construction bidding process.

Initial vehicle access to CMRP will be from S. Kamehameha Avenue which runs through the adjacent master planned community of Maui Lani. When Wai‘ale is completed, primary access will change to the southern portion of CMRP off of what is now called “Road C” which gets its access from Kuihelani Highway.

Subdivision, Consolidation and Reclassification

The 2011 Submittal noted that the park site was a portion of Tax Map Key: (2) 3-8-007:101 and that it was not subdivided and was classified as Agricultural land. Owner A&B has since consolidated other parcels as part of Wai‘ale development and created a separate parcel for CMRP consisting of 65.378 acres (i.e. what is now parcel 104). Final subdivision approval was granted on October 24, 2013. On June 21, 2012, the State Land Use Commission issued its Finding of Fact, Conclusions of Law and Decision and Order (the “LUC D&O”) reclassifying Wai‘ale (including CMRP) as Urban lands.

Regarding county zoning, under Maui County rules, the use of playing fields on lands zoned as Agriculture is not authorized. With the approval of A&B, a special use permit from Maui County is being sought to allow for the use of playing fields until either the property is re-zoned or there is a change in zoning rules allowing such use.

Environmental Assessment

On October 11, 2013, the Board accepted an Environmental Assessment for CMRP which encompassed the development of the park and included the development of a water well for irrigation purposes. Numerous agencies at both the state and county level were consulted pursuant to the HRS Chapter 343 environmental review process.

Irrigation Water

Officials with the Maui County Department of Water Supply indicated there were insufficient resources to supply irrigation water to CMRP with county potable water. Potable water service for bathrooms, water fountains and concession buildings was available however. In light of this, CMRP will rely on a well located within the property to supply sufficient water for irrigation needs. Depending on the season and rainfall levels, when CMRP is fully developed, it will need between 175,000 and 375,000 gallons of water per day for irrigation purposes. In a March 3, 2014 final report, consultant Tom Nance (Water Resource Engineering) indicated the test results from Step Drawdown Test to show the CMRP's well hydraulic capacity to be 'excellent' and that the water quality was sufficient for its intended use. Several years from now and upon A&B's completion of the Wai'ale waste water treatment facility (as part of the LUC D&O requirements), R1 effluent will be available for CMRP for irrigation purposes which will meet regulatory requirements for park irrigation purposes.

Park Management

Staff believes the most appropriate jurisdiction for the day to day management and maintenance of CMRP would be at the county level. Discussions between State Parks and Maui Parks and Recreation are ongoing and should an agreement be reached with Maui County, a set aside would be warranted to Maui County for park purposes. Staff believes it would be appropriate to address the issue of a set aside once that determination has been made and would return to the Board for appropriate action.

Appraisal

An April 2, 2012 appraisal indicating a value of \$1,647,000 was obtained while the subdivision process was on-going. Since the completion of the appraisal, the property was consolidated and certain assumptions contained in the appraisal have changed.

During the subdivision process, a Department of Transportation set back requirement (from Kuihelani Highway) reduced the size of the parcel from 66.476 acres to the present 65.378 acres. In addition, pursuant to the LUC D&O, the property is required to house a drainage basin which was initially planned to be 34 acres and shallow in depth, to a smaller, two tiered basin which encompasses approximately 15 acres. As a result of these changes, the new indicated value stands at \$2,025,000 exceeding the price agreed to by the State and A&B of \$25,000 per acre totaling \$1,634,000 and is consistent with appraisal requirements under HRS §171-30.

Phase I and II Environmental Site Assessments

A Phase I Environmental Site Assessment (Phase I) was completed by Pacific Consulting Services, Inc. in July of 2012. The Phase I indicated four (4) Recognized Environmental Conditions (REC's). The REC's included 1) a history of pesticide use, 2) the high potential for Unexploded Ordnance (UXO), 3) an area of stressed vegetation, and 4) solid waste accumulations. The Phase I concluded that a Phase II Environmental Site Assessment (Phase II) would be necessary to address these concerns. State Parks contracted with Element Environmental, LLC (EE) to complete the Phase II based on the REC's identified in the Phase I.

The Phase II investigation consisted of various tests and soil sampling of areas called Decision Units (DU's) in accordance with relevant regulation (including Department of Health guidelines) to determine the likelihood of the presence of contamination or UXO. The DU's were investigated and no actionable levels of contamination or any UXO were found.

The solid waste accumulations consisted of push piles and because they were to be removed as part of the development of the CMRP, there was little point in testing them. Rather, EE determined a better approach would be to simply remove the push piles with a monitor present and if evidence of further contamination existed, appropriate action be taken. As part of the construction process, the piles will be removed and reimbursement to the State for contamination costs will be negotiated with A&B. In short, the Phase II concluded that CMRP does not require any further action or restrictions on land use prior to its development of a public park.

Based on the demand for youth playing fields, the completion of the due diligence and the appropriation of funds for CMRP, State Parks recommends the Board's approval of the acquisition of the property subject to the terms contained herein and the recommendation below.

RECOMMENDATION: That the Board:

1. Authorize the acquisition of the subject private lands under the terms and conditions cited above which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current deed document form, as may be amended from time to time; and,
 - B. Review and approval by the Department of the Attorney General;
2. Authorize the Chairperson to prescribe other terms and conditions as may be necessary to carry out the intent of the Board and to best serve the interests of the State.

Respectfully Submitted,



DANIEL S. QUINN
Administrator

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APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson

DESCRIPTION

PORTION OF LOT 12-A
OF
MAUI LANI SUBDIVISION

TAX MAP KEY: (2) 3-8-007:101

All of that certain parcel of land, being portions of Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels situated at Waikapu and Wailuku Commons, Wailuku, Island and County of Maui, State of Hawaii

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet South and 2,707.87 feet East and running by azimuths measured clockwise from True South:

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F. P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F. P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;
3. Thence along the northwesterly side of Kuihelani Highway [F.A.S.P. No. S-0380 (4)] (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
34° 00' 53.15" 527.70 feet;
4. 122° 42' 46" 12.00 feet along same;

5. Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
31° 39' 26" 428.28 feet;
6. Thence along the remainder of Lot 12-A of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
121° 39' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;
8. Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;
10. Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12 - A of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 196° 55' 490.95 feet along same to the point of beginning and containing an Area of 65.378 Acres.

SUBJECT, HOWEVER to existing Easements 16 and 17 for water transmission line purposes in favor of the County of Maui per Grant of Easement recorded in Liber 14533, pages 181,192 and 203.

SUBJECT, ALSO to a restriction of vehicular access rights affecting Course Nos. 3, 4 and 5 of the above described parcel of land.

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

January 7, 2013

This work was prepared by me or under my supervision.



Ken T. Nomura 4/30/2014

Ken T. Nomura
Licensed Professional Land Surveyor
Certificate No. LS-7633
Expiration Date: 4/30/2014

ME
32/23-o

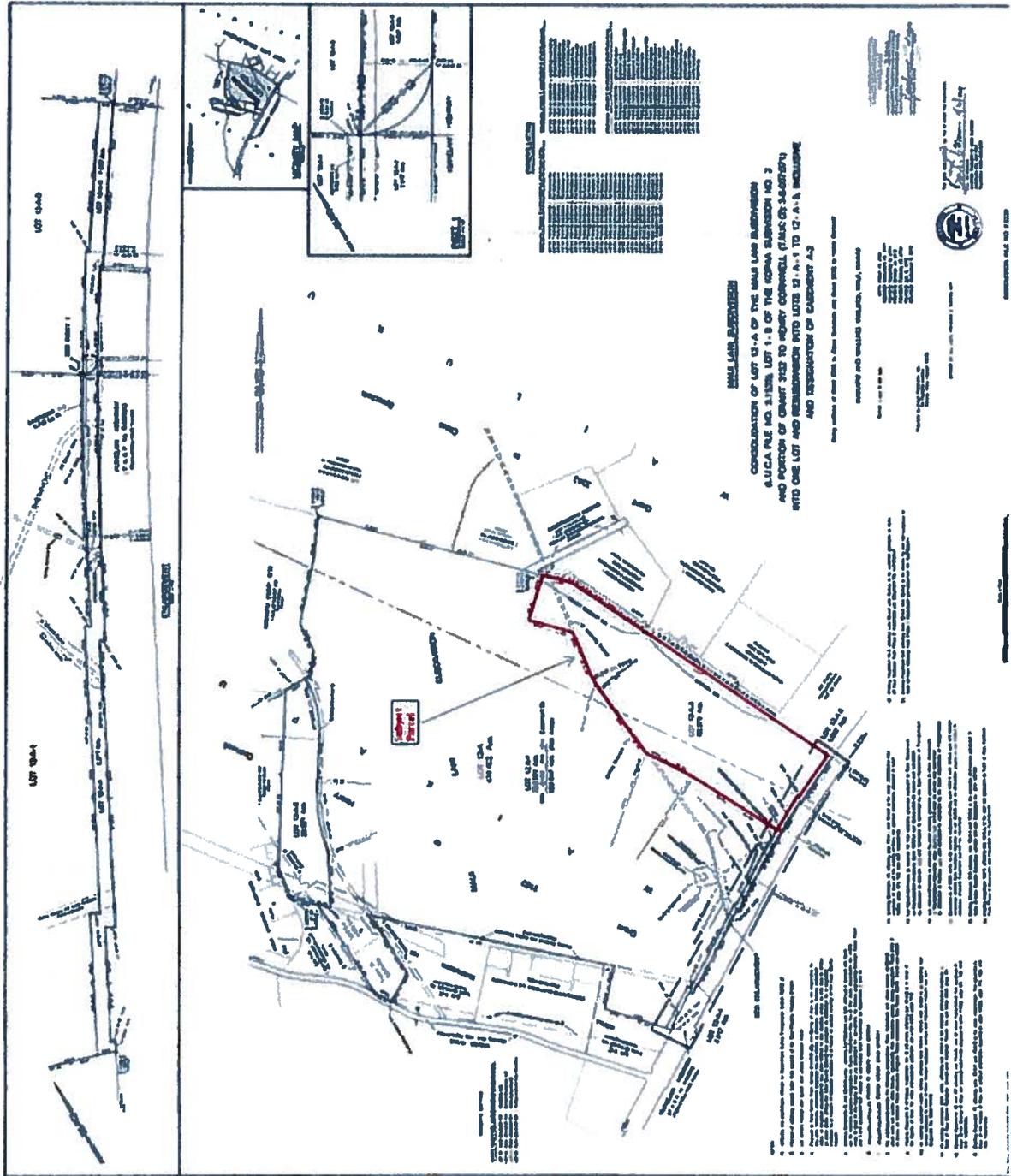
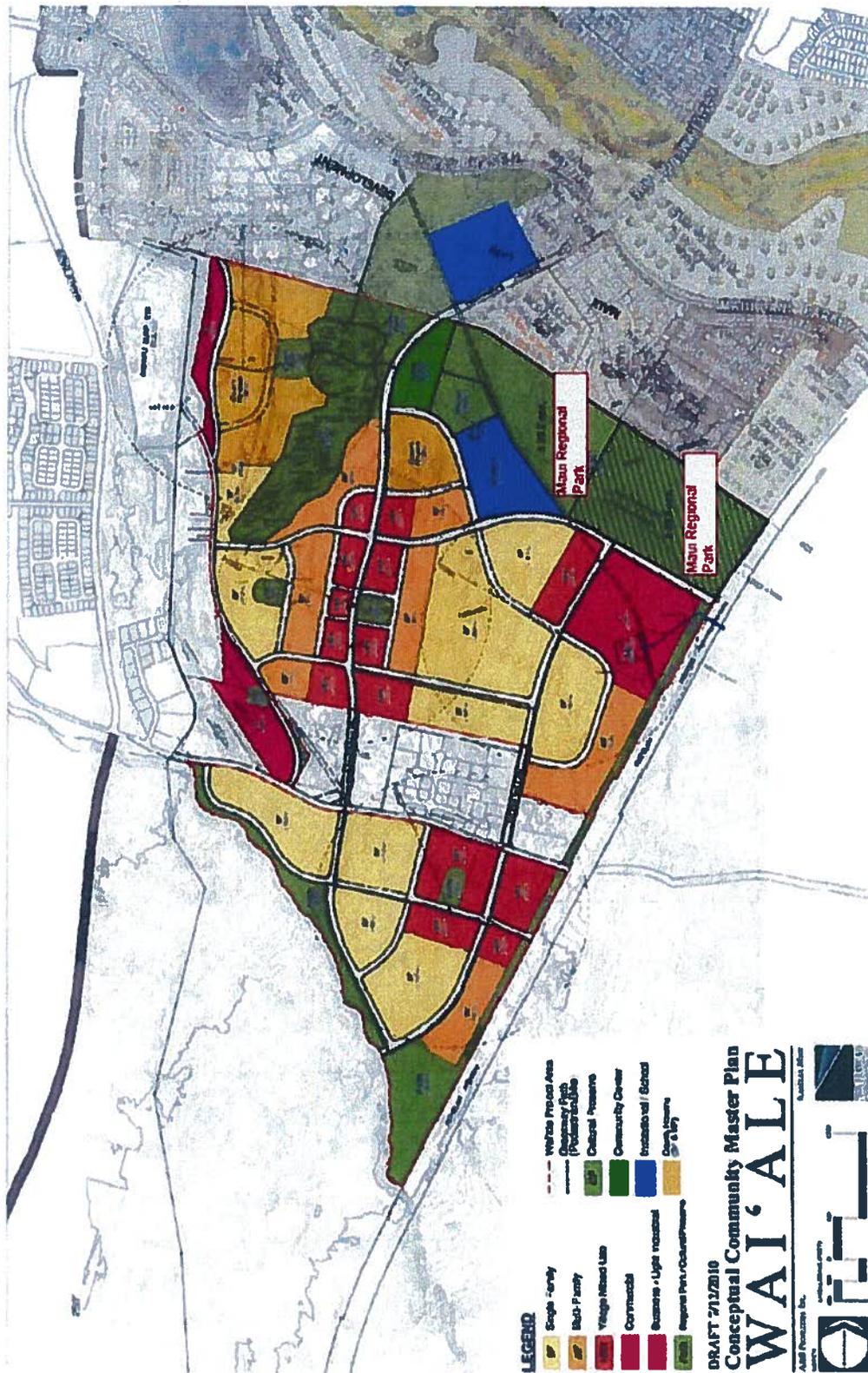


EXHIBIT A



- LEGEND**
- Single-family
 - Multi-Family
 - Village Mixed Use
 - Community
 - Business + Light Industrial
 - Regional Park + Recreation
 - Wai'aleale Project Area
 - Regional Park (Proposed)
 - Cultural Reserve
 - Community Center
 - Institutional / School
 - Open Space

DRAFT 7/12/2010
 Conceptual Community Master Plan

WAI'ALEALE



EXHIBIT B



Central Maui Regional Park ± 65.0 AC.
Phase 1
 High School-Major League Field (400' to C.F.)
 Softball Field (300' to C.F.)

Phase 2
 Soccer Fields (60 yds x 100 yds)
 Bronco League (250' to C.F. 11-12 yrs)

Central Maui Regional Park Site Plan

MARCH 12, 2015

PREPARED BY PERI HANSEN



R. M. ROWELL CORPORATION
 1000 W. MAUI AVENUE
 SUITE 200
 MAUI, HAWAII 96753

Return by Mail () Pickup () To:

Document contains ___ pages.

Tax Map Key No. (2) _____

**WARRANTY DEED WITH RESERVATION OF EASEMENTS,
COVENANTS, RESERVATIONS AND RESTRICTIONS**

THIS WARRANTY DEED WITH RESERVATION OF EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS (“**Deed**”) is made this _____, 201__ by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantor**”) to **STATE OF HAWAII**, by and through the **BOARD OF LAND AND NATURAL RESOURCES**, with its address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 (collectively “**Grantee**”).

A. WARRANTY DEED.

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, sell and convey, unto Grantee absolutely and in fee simple, forever, all of Grantor’s right, title, and interest in and to:

ALL of that certain parcel of land situate and being at _____, District of _____, Island and County of Maui, State of Hawaii, described more particularly in **Exhibit “A”** attached to and made a part of this Deed (the “**Property**”), subject, however, to the encumbrances set forth in **Exhibit “A”** attached hereto and made a part hereof;

AND the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto, together with

all improvements, tenements, rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto;

TOGETHER WITH all improvements, tenements, rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed in connection therewith;

EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, its successors and assigns, the right to designate, grant, convey and dedicate additional easements as more particularly described in Section B of this Deed;

SUBJECT, HOWEVER, to all of the reservations, encumbrances and covenants of Grantor and Grantee mentioned in this Deed.

TO HAVE AND TO HOLD the same to Grantee and its successors and assigns, in fee simple forever, subject to the reservations and the agreements of Grantee contained in this Deed.

Grantor does hereby covenant with Grantee that Grantor is the owner in fee simple of the Property and has good right to grant and convey fee simple title to the Property and that said Property is free and clear of all liens and encumbrances that may have been made or suffered by Grantor except as set forth in said Exhibit "A" hereto and that Grantor will WARRANT AND DEFEND the same unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, except as aforesaid.

B. RESERVATIONS.

Grantor reserves to itself, its successors and assigns, which shall run with the land:

1. Easements Over Property in Favor of School Site. Grantor reserves the right to designate, redesignate and relocate designated easements areas, and to grant to itself or the successor owner of the potential school site (the "School Site") as shown on Exhibit "B", attached hereto and made a part hereof, easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the School Site for the construction and operation of a school; provided, however, that such reserved rights shall not unreasonably interfere with the use of the Property for park and recreation purposes. Grantor or its successor in interest shall be responsible to repair any damage to the Property caused by its installation of utilities within such utility easement.

2. Easements Over Property in Favor of the Project. Grantor reserves the right to designate, redesignate and relocate designated easement areas, and to grant to itself or the successor owner of the property (the "Project") as shown on Exhibit "B", attached hereto and made a part hereof, easements for utility purposes, including pole and wire lines and appurtenances, underground lines, pipes and conduits and appurtenances required in connection therewith situated on, in, under, over or across the Property in favor of the Project as necessary for the construction and operation of a mixed used project; provided, however, that the exercise of such reserved rights shall not unreasonably interfere with the use of the Property for park and

recreation purposes. Grantor shall be responsible for all costs associated with the utility easements in favor of the Project, including the cost of installing utilities within the easement area, and all costs that Grantee is required to incur in connection with the installation of utilities within the easement area. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors in the installation of utilities within the easement.

3. Exercise of Rights. The exercise of the rights reserved in Sections B.1. and B.2. shall be accomplished in a commercially reasonable manner and shall not unreasonably interfere with the Grantee's use of the Property for park and recreation purposes. With the prior written approval of Grantee, easement installations may be expanded or relocated if the expansion or relocation of the easement will not have a material, adverse impact on the use of the Property for park or recreation purposes provided, however, that the party performing the expansion or relocation shall pay all costs and expenses of such expansion or relocation, including reasonable attorneys' and consultant's fees of the party not performing the expansion or relocation. Grantor, or its successor in interest, shall repair any damage to the Property caused by Grantor or its employees, agents or contractors.

C. COVENANTS AND RESTRICTIONS.

1. Covenants. Grantee, for itself, its successors and assigns, hereby accepts the Property and acknowledges, covenants and agrees with and to Grantor, its successors and assigns, that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, which covenants and restrictions are conditions to Grantor's conveyance of the Property to Grantee.

2. Declaration of Conditions. Grantee, for itself, its successors and assigns, further agrees that the Property is subject to all matters disclosed in that certain Declaration of Conditions, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-45810753, and Grantee acknowledges and agrees that (a) Grantee assumes the complete risk of and forever releases the State of Hawaii from all claims for damages and nuisances occurring on the Property and arising out of or related to highway traffic noise from Kuihelani Highway; (b) Grantee waives any right to (i) require the State of Hawaii to take any action to eliminate or abate any highway traffic noise from Kuihelani Highway and (ii) file any suit or claims against the State of Hawaii for injunction or abatement of any highway traffic noise from Kuihelani Highway and for any damages or other claims related to or arising therefrom; (c) Grantee is aware of the potential adverse impacts of aircraft activity at and from Kahului Airport such as noise, right of flight, emissions, vibrations, and other incidences of aircraft operations; and (d) Grantee will cooperate in any program to control any birds nesting or occupation and any insect, pest, or wildlife infestation.

D. NEARBY AGRICULTURAL ACTIVITIES.

1. Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time

to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the “**Agricultural By-Products**”).

2. Grantee hereby assumes complete risk of and, except as expressly set forth below, forever releases Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, except as expressly set forth below, Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require Grantor, and releases Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against Grantor for injunction or abatement of nuisances except where Grantor is in any violation of applicable statutes, ordinances and regulations or as a cross claim or third party claim where Grantee is named as a defendant.

3. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of Grantor under this agreement or be the basis for a suit or other claim for injunction or abatement of nuisances, and Grantee hereby forever waives any right to file any such suit or claim.

4. As used in this section regarding Agricultural Activities, all references to “Grantor” shall mean and include Grantor and all parent, subsidiary, sister and other affiliated companies of Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of Grantor and its parent, subsidiary, sister and affiliated companies.

5. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to “Grantee” shall mean and include, Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases. Notwithstanding the foregoing, nothing herein shall release Grantor from any violation of applicable statutes, ordinances and regulations nor prevent the State of Hawaii, the County of Maui or other governmental authority from enforcing applicable statutes, ordinance and regulations.

E. DISCLAIMERS, WAIVERS AND RESTRICTIONS

1. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN DISPOSITION AGREEMENT DATED EFFECTIVE AS OF _____ BETWEEN GRANTOR AND GRANTEE (THE “**DISPOSITION AGREEMENT**”), IT IS

UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS (INCLUDING, WITHOUT LIMITATION, ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT BY THIS DEED GRANTOR SELLS AND CONVEYS TO AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". WITHOUT LIMITING THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES THE POSSIBILITY THAT THE PROPERTY CONTAINS UNEXPLODED ORDNANCE AND HUMAN REMAINS. GRANTEE HAS NOT RELIED AND WILL NOT RELY ON, AND GRANTOR IS NOT LIABLE FOR OR BOUND BY, ANY IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY GRANTOR, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT GRANTOR, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

2. Limited Recourse. Notwithstanding anything to the contrary in this Deed it is expressly understood and agreed that the individuals executing this Deed have executed or will execute the same solely in their capacity as officers and not individually, and such officers shall have no individual liability.

F. MUTUAL COVENANTS

1. Grantor and Grantee. Except as otherwise provided in this Deed: the term "Grantor" as and when used in this Deed shall mean and include Grantor named above and Grantor's successors and assigns, and the term "Grantee" as and when used in this Deed shall mean and include the Grantee named above and Grantee's successors and assigns; where there is more than one Grantee, the use of the singular shall be construed to include the plural wherever the context shall so require and the obligations of Grantee shall be joint and several, and the use of any gender shall include all genders.

2. Counterparts. This Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties, even though all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and

delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first written above.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

**STATE OF HAWAII, by and through the
BOARD OF LAND AND NATURAL
RESOURCES**

By: _____
Name: Nelson N. S. Chun
Title: Senior Vice President

By: _____
Name:
Title:

By: _____
Name: Charles W. Loomis
Title: Assistant Secretary

APPROVED AS TO FORM

Grantor

By: _____
Name:
Title: Deputy Attorney General

Grantee

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

On this ___ day of _____, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:
Limited Warranty Deed with Reservation of Easements,
Covenants, Reservations and Restrictions

No. of Pages:

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT "A"

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF ACCESS AND UTILITY EASEMENTS

THIS GRANT OF ACCESS AND UTILITY EASEMENTS (“*Agreement*”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantor*”), and **STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS**, with its post office address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “***Burdened Property***”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “***Benefited Property***”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Access and Utility Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 1** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for (a) pedestrian and vehicular access purposes, and (b) the installation, use, operation, maintenance, repair, and replacement of underground electrical, telephone, cable television, water, sewer and similar utility lines serving the Benefited Property (collectively, the "**Utility Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for access and utility purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place underground Utility Lines and any roadway and driveway improvements, connections, equipment and appurtenances within the Easement Area (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **Relocation of Easement Area.** At any time and from time to time Grantor may relocate portions of the Easement Area in order to facilitate Grantor's use and development of Grantor's land, provided that:

- a. All expenses in connection with (i) the actual physical relocation of the Easement Area, (ii) governmental approvals of the relocation of the Easement Area, and (iii) the establishment of record of the relocated Easement Area, shall be borne by Grantor at no cost to Grantee;
- b. Said relocated Easement Area shall provide for Grantee's rights and obligations on all of the same terms and conditions as set forth in this Grant; and
- c. The relocation or realignment does not unreasonably interfere with Grantee's easement rights granted in this Agreement, including, without limitation, continuous, unobstructed access to Kamehameha Avenue over the existing Easement Area until access is provided over the relocated or realigned Easement Area.

Simultaneously with Grantor's conveyance and grant to Grantee of a new easement over the relocated Easement Area, in compliance with all terms and conditions hereof, (i) Grantee will release and

transfer to Grantor all of its rights and interests in the Easement Area as it existed prior to the relocation becoming effective, free and clear of all liens, claims and encumbrances made or suffered by Grantee, and (ii) Grantor and Grantee will execute and record an appropriate amendment to this Grant under which all of the terms and conditions of this Grant will be made applicable to the relocated easement.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of any Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain all Improvements in the Easement Area in good repair and condition; (d) complete the construction of all Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

11. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

12. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

13. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

14. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

15. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

16. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

**STATE OF HAWAII, DEPARTMENT OF LAND
AND NATURAL RESOURCES, DIVISION OF
STATE PARKS**

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name: _____
Title: Deputy Attorney General

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Access and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Access and Utility Easements

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Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF ACCESS EASEMENT
**[NOTE: THIS IS A CONTINGENT DOCUMENT AND
WILL NOT BE GRANTED UNLESS GRANTOR DEVELOPES ROAD C]**

THIS GRANT OF ACCESS EASEMENT (“*Agreement*”) is made as of _____, 20__, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantor*”), and **STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS**, with its post office address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “***Burdened Property***”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “***Benefited Property***”).

C. Grantor intends to develop a project on the Burdened Property (the “***Project***”) and the road adjacent to the Project (“***Road C***”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Access Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Road C** as set forth in **Exhibit C**, attached to and made a part of this Agreement (the "**Easement Area**") for pedestrian and vehicular access purposes to Kuihelani Highway over the Easement Area with access to the Easement Area at two (2) separate access points as shown on **Exhibit C**, upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Limited Vehicle Access Rights.** The first access point shall be at the intersection between the Easement Area and Road B, currently anticipated to be in the location as shown on **Exhibit C** (the "**First Access Point**"). In the event the location of Road B changes before Grantee constructs the First Access Point, Grantee shall be responsible to locate the First Access Point so that it is located at the intersection between the Easement Area and Road B. In the event the location of Road B changes after Grantee constructs the First Access Point, Grantor shall be responsible to relocate the First Access Point so that it is located at the intersection between the Easement Area and Road B. The First Access Point shall be an unrestricted intersection and vehicle access for ingress and egress may be by left turn and right turn from or to the Benefited Property onto the Easement Area. The second access point shall be located west of the First Access Point, generally as shown on **Exhibit C**, with the precise location determined by mutual agreement between Grantor and Grantee (the "**Second Access Point**"). The Second Access Point shall have limited vehicle access for ingress and egress by right turn only from and to the Easement Area from and to the Benefited Property, and if permitted by applicable governmental authority, right turn and left turn from and to the Easement Area from and to the Benefited Property. If a turning vehicle storage lane for the First Access Point (the "**Vehicle Storage Lane**") is required by any governmental authority, Grantee may locate the Vehicle Storage Lane within Easement 2B as shown in **Exhibit C** so long as Grantor's rights to use Easement 2B for its intended purposes (other than landscaping) shall not be restricted. In the event the Vehicle Storage Lane is required after Grantee constructs the First Access Point and the location of the Vehicle Storage Lane requires the relocation of the First Access Point, Grantor shall be responsible to relocate the First Access Point so that it aligns with the Vehicle Storage Lane. To the extent commercially practicable, Grantor and Grantee shall jointly subdivide the Vehicle Storage Lane from the Benefited Property and consolidate the Vehicle Storage Lane with Road C.

3. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for access purposes.

4. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, make, install, maintain, repair and replace roads, roadway and driveway improvements, connections, equipment and appurtenances within the First Access Point and Second Access Point (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Grantor shall have no responsibility to construct any Improvements or to connect the First Access Point and Second Access Point to Road C, except that, if Grantor develops the Project, Grantor shall be responsible for other offsite improvements that would be required for the development of the Project. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or

delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

5. **Road C Elevations.** Grantor has established final elevations of Road C (the “*Elevations*”) and Grantee hereby acknowledges receipt of the same. Grantee shall develop the Benefited Property in a manner consistent with the Elevations, provided, however, if Grantor develops the Project, then Grantor shall develop the Project in a manner consistent with such elevations and shall channel runoff from Road C into Easement 4 or Easement 5 as shown on **Exhibit D**, and any runoff from Road C shall be channeled into drainage basins within the Benefited Property.

6. **Relocation of Easement Area.** At any time and from time to time Grantor may relocate portions of the Easement Area in order to facilitate Grantor’s use and development of the Project, provided that:

- a. All expenses in connection with (i) the actual physical relocation of the Easement Area, First Access Point and Second Access Point, (ii) governmental approvals of the relocation of the Easement Area, First Access Point, and Second Access Point, and (iii) the establishment of record of the relocated Easement Area, shall be borne by Grantor at no cost to Grantee;
- b. Said relocated Easement Area shall provide for Grantee’s rights and obligations on all of the same terms and conditions as set forth in this Grant; and
- c. The relocation or realignment does not unreasonably interfere with Grantee’s easement rights granted in this Agreement, including, without limitation, continuous, unobstructed access to Kuihelani Highway over the existing Easement Area until access is provided over the relocated or realigned Easement Area.

Simultaneously with Grantor’s conveyance and grant to Grantee of a new easement over the relocated Easement Area, in compliance with all terms and conditions hereof, (i) Grantee will release and transfer to Grantor all of its rights and interests in the Easement Area as it existed prior to the relocation becoming effective, free and clear of all liens, claims and encumbrances made or suffered by Grantee, and (ii) Grantor and Grantee will execute and record an appropriate amendment to this Grant under which all of the terms and conditions of this Grant will be made applicable to the relocated easement.

7. **“AS IS” Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their “AS IS” condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

8. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Sewer Easements.** Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, forever, the right, in the nature of an easement, to be exercised and enjoyed by Grantee, and its successors and assigns, for the benefit and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements for sewer purposes over, under and across portions of the Burdened Property described in **Exhibit C**, attached hereto and made a part of this Agreement (the "**Easement Area**"), to use the sewer line or lines to serve the Benefited Property (collectively, the "**Sewer Lines**"). The easement in the Easement Area is non-exclusive.

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for Sewer Lines purposes.

3. **"AS IS" Condition.** Grantee accepts the Easement Area and the Sewer Lines in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the suitability or fitness of the Easement Area for any particular use or purpose.

4. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

5. **Right to Dedicate or Grant Easements.** Provided that doing so does not unreasonably interfere with Grantee's rights hereunder, Grantor shall have the right to dedicate, convey and to grant to the State of Hawaii, the County of Maui, or other governmental authority ("**Governmental Entity**") or to any public utility easements for sewer lines and related purposes over, across and upon the Burdened Property, including the Easement Area, under the usual terms and conditions required by the grantee or holder of such easement rights.

6. **Dedication.** Whenever all or any portion of the Easement Area is conveyed or dedicated to and accepted by a Governmental Entity, such easement rights within the Easement Area or part thereof so dedicated and accepted shall immediately and automatically terminate and Grantor's responsibilities and obligations with respect to the portion of the Easement Area so conveyed or dedicated shall immediately and automatically cease upon the conveyance or dedication thereof. Promptly after the date of such conveyance or dedication, this Agreement may be canceled by Grantor in its sole and absolute discretion by the recording of a Cancellation of Easement Agreement with the applicable recording office of the State of Hawaii; provided, however, that Grantor shall notify in writing all then owners of record of the Benefited Property of such pending conveyance or dedication at least thirty (30) days prior to the effective date thereof. Grantee agrees to cooperate with Grantor to do all acts and things that are reasonably required in canceling this Agreement.

7. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without

limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

8. **Use of Easement Area by Burdened Property Owner.** The Easement in the Easement Area is a non-exclusive easement as long as any other use of the Easement Area does not interfere with the use of the Easement Area for the Sewer Lines as described in this Agreement.

9. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns and shall run with the land. This Agreement shall be for the benefit of Grantee. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

10. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

11. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

12. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

13. **Enforcement.** Each party hereto may enforce his or its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

14. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Remainder of page left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the day and year above first written.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

**STATE OF HAWAII, DEPARTMENT OF LAND
AND NATURAL RESOURCES, DIVISION OF
STATE PARKS**

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name: _____
Title: Deputy Attorney General

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Sewer Easements

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

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Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

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Certification Statement

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(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

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Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

Exhibit A

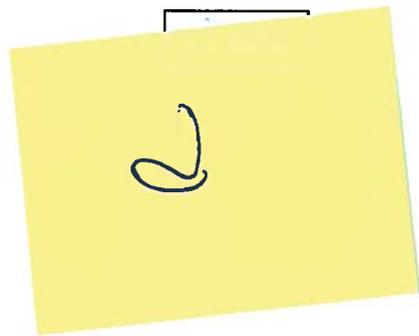
Description of Burdened Property

Exhibit B

Description of Benefited Property

Exhibit C

Description of Easement Area



Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

**GRANT OF LANDSCAPING, SIGNAGE,
ACCESS, DRAINAGE, AND UTILITY EASEMENTS**

THIS GRANT OF LANDSCAPING, SIGNAGE, ACCESS, DRAINAGE, AND UTILITY EASEMENTS (“*Agreement*”) is made as of _____, 2014, by ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantor*”), and ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “***Burdened Property***”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “***Benefited Property***”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Landscaping, Signage, Access, Drainage and Utility Easements.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 2A** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for (a) landscaping and irrigation purposes, including irrigation lines and other related equipment and appurtenances (collectively, the "**Landscaping Facilities**"), (b) installing, maintaining and replacing signs, including a sign wall and signage lighting (collectively, "**Signage**"), (c) pedestrian and vehicular access purposes ("**Access**"), (d) drainage purposes, including the free flowage of storm water runoff, and the installation of drainage equipment, including but not limited to inlet headwalls, outlet headwalls, drain inlets, storm drain manholes, underground pipes, cut-off ditches (open channels), basins, roadside swales, drywells, spillways, pipe arch culverts and circular culverts (collectively, the "**Drainage System**"), and (e) the installation, use, operation, maintenance, repair, and replacement of underground electrical, telephone, cable television, water, sewer and similar utility lines serving the Benefited Property (collectively, the "**Utility Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for Landscaping Facilities, Signage, Access, Drainage System and Utility Lines purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place the Landscaping Facilities, Signage, Access improvements, including roadway and driveway improvements, connections, equipment, and appurtenances, the Drainage System and underground Utility Lines within the Easement Area (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

5. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or

omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

6. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

7. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

8. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

9. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

10. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

11. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

12. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

13. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

14. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

15. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

16. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()

Alexander & Baldwin, LLC
 822 Bishop Street
 Honolulu, Hawaii 96813
 Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
 Burdened Property: (2) _____

GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION AND UTILITY EASEMENTS

THIS GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION AND UTILITY EASEMENTS (“*Agreement*”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantor*”), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “*Burdened Property*”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “*Benefited Property*”).

C. Grantee intends to develop a project on the Benefited Property (the “*Project*”) and the road adjacent to the Project (“*Road C*”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Drainage, Landscaping, Construction and Utility Easements.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 2B** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for (a) drainage purposes, including the free flowage of storm water runoff, and the installation of drainage equipment, including but not limited to inlet headwalls, outlet headwalls, drain inlets, storm drain manholes, underground pipes, cut-off ditches (open channels), basins, roadside swales, drywells, spillways, pipe arch culverts and circular culverts (collectively, the "**Drainage System**"), (b) landscaping and irrigation purposes, including irrigation lines and other related equipment and appurtenances (collectively, the "**Landscaping Facilities**"), (c) construction, development, and site preparation work (collectively, the "**Construction Work**") and (d) the installation, use, operation, maintenance, repair, and replacement of underground electrical, telephone, cable television, water, sewer and similar utility lines serving the Benefited Property (collectively, the "**Utility Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for the Drainage System, Landscaping Facilities, Construction Work and Utility Lines purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place the Drainage System, Landscaping Facilities, Construction Work and Utility Lines within the Easement Area (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **Road C Elevations.** Grantee has established final elevations of Road C (the "**Elevations**"). If Grantor develops the Burdened Property and Road C, Grantor shall develop the Burdened Property in a manner consistent with the Elevations, and any runoff from Road C shall be channeled into drainage basins. Grantor shall ensure that the Easement Area remains in a condition that permits Grantee to utilize the Easement Area for its designated purposes, and Grantor shall ensure that the entire Easement Area width is level with the Road C sidewalk grade.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due

care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

11. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

12. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

13. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

14. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

15. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

17. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

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EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION AND UTILITY EASEMENTS

THIS GRANT OF DRAINAGE, LANDSCAPING, CONSTRUCTION AND UTILITY EASEMENTS (“*Agreement*”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantor*”), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “*Burdened Property*”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “*Benefited Property*”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Drainage, Landscaping, Construction and Utility Easements.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 2C** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for (a) drainage purposes, including the free flowage of storm water runoff, and the installation of drainage equipment, including but not limited to inlet headwalls, outlet headwalls, drain inlets, storm drain manholes, underground pipes, cut-off ditches (open channels), basins, roadside swales, drywells, spillways, pipe arch culverts and circular culverts (collectively, the "**Drainage System**"), (b) landscaping and irrigation purposes, including irrigation lines and other related equipment and appurtenances (collectively, the "**Landscaping Facilities**"), (c) construction, development, and site preparation work (collectively, the "**Construction Work**") and (d) the installation, use, operation, maintenance, repair, and replacement of underground electrical, telephone, cable television, water, sewer and similar utility lines serving the Benefited Property (collectively, the "**Utility Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for the Drainage System, Landscaping Facilities, Construction Work and Utility Lines purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place the Drainage System, Landscaping Facilities, Construction Work and Utility Lines within the Easement Area (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **Elevations.** Grantor shall ensure that the Easement Area remains in a condition that permits Grantee to utilize the Easement Area for its designated purposes, and Grantor shall ensure that at least a fifteen (15) foot width of the entire Easement Area width is level for a future access road and underground drain line.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

11. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

12. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited

Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

13. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

14. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

15. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

17. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

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Jurisdiction: First Circuit
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Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

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EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()

Alexander & Baldwin, LLC
 822 Bishop Street
 Honolulu, Hawaii 96813
 Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
 Burdened Property: (2) _____

GRANT OF ACCESS EASEMENT

THIS GRANT OF ACCESS EASEMENT ("*Agreement*") is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 ("*Grantor*"), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 ("*Grantee*").

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "*Burdened Property*").

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the "*Benefited Property*").

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Access Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the

receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 3A** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for pedestrian and vehicular access purposes over the Easement Area as shown on **Exhibit C**, upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Controlled Access.** Grantor shall have the right to control access of Grantee over the Easement Area, except in the event of emergency threatening life or property.

3. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for access purposes.

4. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, make, install, maintain, repair and replace roads, roadway and driveway improvements, connections, equipment and appurtenances (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Grantor shall have no responsibility to construct any Improvements. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of any Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain all Improvements installed by Grantee in the Easement Area in good repair and condition; (d) complete the construction of all Improvements with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Right to Dedicate or Grant Easements.** Provided that doing so does not unreasonably interfere with Grantee's rights hereunder, Grantor shall have the right to dedicate, convey and to grant to the State of Hawaii, the County of Maui, or other governmental authority ("***Governmental Entity***") or to any public utility easements for electrical, utility and related purposes over, across and upon the Burdened Property, including the Easement Area, under the usual terms and conditions required by the grantee or holder of such easement rights.

11. **Dedication.** Whenever all or any portion of the Easement Area is conveyed or dedicated to and accepted by a Governmental Entity, such rights of access over and across the Easement Area or part thereof so dedicated and accepted shall immediately and automatically terminate and Grantor's responsibilities and obligations with respect to the portion of the Easement Area so conveyed or dedicated shall immediately and automatically cease upon the conveyance or dedication thereof. Promptly after the date of such conveyance or dedication, this Agreement may be canceled by Grantor in its sole and absolute discretion by the recording of a Cancellation of Easement Agreement with the applicable recording office of the State of Hawaii; provided, however, that Grantor shall notify in writing all then owners of record of the Benefited Property of such pending conveyance or dedication at least thirty (30) days prior to the effective date thereof. Grantee agrees to cooperate with Grantor to do all acts and things that are reasonably required in canceling this Agreement.

12. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

13. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited

Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

14. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

15. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

16. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

17. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

18. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Access Easement

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Access Easement

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF DRAINAGE AND ACCESS EASEMENTS

THIS GRANT OF DRAINAGE AND ACCESS EASEMENTS (“*Agreement*”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantor**”), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantee**”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “***Burdened Property***”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “***Benefited Property***”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Drainage and Access Easements.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 3B** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for (a) drainage purposes, including the free flowage of storm water runoff, and the installation of drainage equipment, including but not limited to inlet headwalls, outlet headwalls, drain inlets, storm drain manholes, underground pipes, cut-off ditches (open channels), basins, roadside swales, drywells, spillways, pipe arch culverts and circular culverts (collectively, the "**Drainage System**") and (b) pedestrian and vehicular access purposes ("**Access**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for the Drainage System and Access purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place the Drainage System and any Access improvements, including roadway and driveway improvements, connections, equipment and appurtenances within the Easement Area (collectively, "**Improvements**"), provided that such Improvements do not interfere with any existing utility lines or facilities serving the Burdened Property. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **Elevations.** Grantor shall ensure that the Easement Area remains in a condition that permits Grantee to utilize the Easement Area for its designated purposes. Grantor shall ensure that at least a fifteen (15) foot width of the entire Easement Area width is level and the portion of Easement 3B along the northern boundary remains level with the current grade and elevation at the adjacent property line.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become

subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

11. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

12. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

13. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

14. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

15. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

17. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

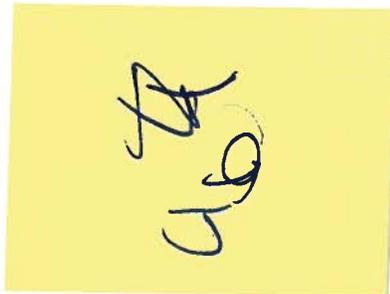
EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

(j)



Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF DRAINAGE BASIN AND ACCESS EASEMENTS

THIS GRANT OF DRAINAGE BASIN AND ACCESS EASEMENTS (“Agreement”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantor**”), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantee**”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Burdened Property**”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “**Benefited Property**”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Drainage Basin and Access Easements.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement 4** and **Easement 5** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for drainage purposes, including the free flowage of storm water runoff, and the installation of drainage equipment, including but not limited to inlet headwalls, outlet headwalls, drain inlets, storm drain manholes, underground pipes, cut-off ditches (open channels), drainage basins, roadside swales, drywells, spillways, pipe arch culverts and circular culverts (collectively, the "**Drainage Systems**") and access thereto, all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for Drainage Systems and access purposes.

3. **Improvements.** Grantee shall have the right, but not the obligation, at its expense, to construct, erect or place the Drainage Systems within the Easement Area (collectively, "**Improvements**"). Grantor shall have no obligation to construct the Improvements. Prior to construction of any Improvements Grantee shall provide Grantor with complete plans for the Improvements prepared by a licensed engineer, which are subject to Grantor's review and approval, which shall not be unreasonably withheld, conditioned or delayed. Grantee shall promptly construct the Improvements in accordance with the approved plans, and use only licensed contractors. Grantor shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Improvements, Grantee shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

4. **Easement 4 and Easement 5 Use Restrictions.**

a. Easement 4 may be used by Grantor for open grass field recreational purposes, such as soccer fields, compatible with use as a drainage basin. Grantor shall not construct any improvements within Easement 4 that are inconsistent with use as a drainage basin. In the event Grantor develops Easement 4 prior to Grantee's construction of any Drainage Systems on Easement 4, Grantor and Grantee shall cooperate and coordinate Grantor's construction on Easement 4 and, if Grantee elects to have Grantor excavate more soil than Grantor otherwise would have excavated if Grantee's drainage needs were not be accommodated (the "**Incremental Excavation Costs**"), Grantee shall pay for such Incremental Excavation Costs. Grantee's failure to elect to have Grantor excavate additional soil at the time of Grantor's development of Easement 4 shall not preclude Grantee from later development of the Drainage Systems within Easement 4, but Grantee shall be solely responsible for the expeditious replacement of all improvements constructed by Grantor, including, but not limited to, sprinkler systems, drainage systems and grass.

b. Easement 5 shall be exclusively used for the Drainage Systems. Grantor shall not permit Easement 5 to be used for any other purpose. In the event Grantee constructs the Drainage

Systems within Easement 5, Grantee shall be responsible for construction of a fence and gates around Easement 5 to the extent deemed necessary by Grantee for safety purposes.

c. If either party constructs improvements prior to the other party, such party shall repair any damage caused to the improvements previously constructed by the other party.

d. The configuration of the drainage basins within Easement 4 and Easement 5 may be changed by Grantor and Grantee, subject to the reasonable approval by the other party; provided, however that: (i) Grantee shall have the right to require that the combined capacity of the drainage basins to be located within Easement 4 and Easement 5 shall at all times required by Grantee be designed and constructed to accommodate: (A) a runoff volume of 176 acre-feet; (B) a contributing drainage area of 422.6 acres; (C) a Peak Q of 1,526 cubic feet per second (cfs) based on a 24-hour storm using the NRCS method; and (D) any drainage Grantor requires for drainage of the park on the Burdened Property; and (ii) Grantor shall have the right to require that Easement 4 shall provide a minimum grassed area of 9 acres sloped between 1% and 1.75% in all directions for use as a recreational area and provide pedestrian and equipment access to the recreational area from the baseball fields and parking lot.

e. The size and capacity of the drainage basins are based solely on the specifications provided by Grantee. If the capacity, design, or construction of the drainage basins is determined to be inadequate to accommodate the stormflow as required by the county of Maui, Grantee shall modify the drainage basins at Grantee's expense, and Grantor shall cooperate with such modification.

f. Grantor shall be solely responsible to develop the Burdened Property in a manner that is compatible with the Drainage Systems.

g. To the extent required by law or governmental permit, Grantee shall provide an unexploded ordnance and archaeological monitor during construction of the Drainage Systems within Easement 4 and Easement 5.

h. During Grantor's construction of Grantor's improvements on the Burdened Property, Grantee shall allow Grantor, until such time as Grantee develops the Project and Drainage Systems within Easement 4 and Easement 5, to temporarily use the drainage basin areas within Easement 4 and Easement 5 to accommodate a smaller drainage basin solely to serve the stormwater runoff generated by Grantor's development of the Burdened Property. The temporary drainage basin may include an outlet headwall within Easement 4 and Easement 5. So long as there is no interference with the use of the Drainage Systems by Grantee, Grantee shall allow the use of the drainage basins within Easement 4 and Easement 5 to be used as a borrow pit and storage site for excess material needed for Grantor's development of improvements on the Burdened Property.

i. Upon construction of the Drainage Systems within Easement 5 by Grantee, Grantee shall connect Grantor's drainage system to Grantee's drainage system.

5. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Improvements in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Improvements or the suitability or fitness of the Easement Area or Improvements for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Improvements and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

6. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

7. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Improvements installed in the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by Grantee within the Easement Area on the Burdened Property.

8. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all improvements and the installation of the Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

9. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property.

11. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

12. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

13. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder

of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

14. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

15. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

17. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Landscaping, Signage, Access, Drainage and Utility Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: A&B Property: (2) _____
DLNR Property: (2) _____

**AGREEMENT FOR EFFLUENT WATER
DISTRIBUTION AND GRANT OF EASEMENTS**

THIS AGREEMENT FOR EFFLUENT WATER DISTRIBUTION AND GRANT OF EASEMENTS (“*Agreement*”) is made as of _____, 2014, by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*A&B*”), and STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS, with its post office address at _____ (“*DLNR*”).

RECITALS

A. A&B is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “*Project*”).

B. DLNR is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “*DLNR Property*”).

C. Pursuant to that certain Disposition Agreement between A&B and DLNR, dated _____, 2014, DLNR shall accept tertiary water, if any, generated from the Project for irrigation or other purposes on the DLNR Property.

NOW, THEREFORE, in consideration of the terms and provisions of this Agreement and rights hereby granted and the acceptance thereof, DLNR and A&B hereby covenant and agree as follows:

1. **Use of Effluent.** So long as the use of tertiary water is not prohibited by applicable governmental authorities for use on the DLNR property, DLNR shall accept tertiary water from the Project, if any, for irrigation of the DLNR Property or other uses by DLNR, to the extent delivered by A&B to the DLNR Property as a location reasonably specified by DLNR, at no cost to DLNR for such water. DLNR's acceptance of such tertiary water is contingent on A&B paying for any incremental cost that DLNR is required to incur to accept such tertiary water from the Project and that DLNR would otherwise not be required to pay if DLNR obtained water for the DLNR Property from other sources. A&B may also use such tertiary water as needed for its purposes within any and all easements granted to A&B within the DLNR Property.

2. **Amount of Effluent.** DLNR shall be required to take only the amount of water reasonably necessary for DLNR's operations on the DLNR Property, as determined by DLNR.

3. **Grant of Easements.** DLNR does hereby grant, bargain, sell and convey unto A&B, its successors and assigns, for the benefit of and as an appurtenance to the A&B Property, perpetual and nonexclusive easement over, under and across the portions of the DLNR Property (the "***Easement Area***") for utility and access purposes as necessary to enable A&B to install, construct, maintain, repair and operate the effluent distribution system and its connection to the DLNR Property, and deliver such tertiary water from the Project to the DLNR Property, including any and all connections, pipes, meters, valves, filters, and other facilities necessary to hookup to and deliver the effluent from the effluent distribution system for use within the DLNR Property (collectively, the "***Effluent Improvements***").

4. **Permitted Use.** A&B and its assigns, tenants, licensees, invitees and permittees (collectively, "***Permittees***") may use the Easement Area solely for Effluent Improvements and access purposes.

5. **Improvements.** A&B shall have the right, but not the obligation, at its expense, to construct, erect or place the Effluent Improvements. DLNR shall have no obligation to construct the Effluent Improvements. Prior to construction of any Effluent Improvements A&B shall provide DLNR with complete plans for the Effluent Improvements prepared by a licensed engineer, which are subject to DLNR's review and approval, which shall not be unreasonably withheld, conditioned or delayed. A&B shall promptly construct the Effluent Improvements in accordance with the approved plans, and use only licensed contractors. DLNR shall be entitled to inspect the work, and may impose reasonable construction rules and regulations. Upon completion of the Effluent Improvements, A&B shall, at its expense, promptly repair any damage to the Easement Area, restore the surface of the Easement Area to its original condition and remove all debris and remaining materials from the Easement Area.

6. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Effluent Improvements installed in the Easement Area on the DLNR Property by A&B shall be borne by A&B at no expense to DLNR. DLNR will pay as and when due all real estate taxes and assessments which shall become due with respect to the DLNR Property, including the Easement Area on the DLNR Property, except that A&B will pay and reimburse to DLNR, on demand, all such taxes and assessments which are properly allocable to any Improvements constructed by A&B within the Easement Area on the DLNR Property.

7. **Discharge of Liens.** A&B shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the DLNR Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of A&B, or its guests, invitees or contractors. A&B shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the DLNR Property.

8. **Responsibility.** A&B at all times in connection with all uses of or actions within the Easement Area by A&B or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Improvements within the Easement Area in good repair and condition; (d) complete the construction of all improvements and the installation of the Improvements promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor.

9. **Use of the Easement Area by DLNR.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

10. **Reservation of Rights.** Each of DLNR and A&B acknowledge and agree that (a) DLNR owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have the right to all casualty and condemnation proceeds with respect to DLNR's interest in the DLNR Property.

11. **Notices.** Any notices pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (c) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a) or (b) above. Unless changed in accordance with the preceding sentence, the addressees for notices given pursuant to this Agreement shall be as follows:

If to A&B: Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attention: Paul Hallin
Facsimile: (808) 525-8447

with a copy to: Charles W. Loomis, Esq.
822 Bishop Street
Honolulu, Hawaii 96813
Facsimile: (808) 525-6678

If to DLNR: At the address set forth above.

12. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the A&B Property and shall run with the land. The terms "DLNR" and "A&B" herein shall include their respective successors in interest.

13. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

14. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

15. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

17. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL
RESOURCES, DIVISION OF STATE PARKS**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: Deputy Attorney General

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Agreement for Effluent Water
Distribution and Grant of Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

**Date of Notarization and
Certification Statement**

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Agreement for Effluent Water
Distribution and Grant of Easements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of the A&B Property

EXHIBIT B

Description of the DLNR Property

Return by MAIL (X) PICKUP ()
Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
Burdened Property: (2) _____

GRANT OF WATER LINE EASEMENT

THIS GRANT OF WATER LINE EASEMENT (“Agreement”) is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantor**”), and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“**Grantee**”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “**Burdened Property**”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “**Benefited Property**”).

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Water Line Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Benefited Property, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement ___** as set forth in **Exhibit C**, attached to and made a part of this Agreement (collectively, the "**Easement Area**") for the installation, use, operation, maintenance, repair, and replacement of underground water lines serving the Benefited Property (collectively, the "**Water Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for Water Lines purposes.

3. **Improvements.** Grantee shall have the right, at its expense, to maintain and repair the Water Lines within the Easement Area.

4. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Water Lines in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Water Lines or the suitability or fitness of the Easement Area or Water Lines for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Water Lines and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

5. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

6. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Water Lines within the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Water Lines constructed by Grantee within the Easement Area on the Burdened Property.

7. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Water Lines within the Easement Area in good repair and condition; (d) complete the construction of all Water Lines promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the

Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

8. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

9. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

10. **No Merger.** There shall be no merger of the Easement hereby created with the Benefited Property in the event the Easement Area and the Benefited Property shall come under common ownership or otherwise.

11. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

12. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

13. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

14. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

15. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

16. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for

convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Water Line Easement

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Water Line Easement

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Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

Return by MAIL (X) PICKUP ()
 Alexander & Baldwin, LLC
 822 Bishop Street
 Honolulu, Hawaii 96813
 Attn: Charles W. Loomis

Total pages: _____

Tax Map Key Nos.: Benefited Property: (2) _____
 Burdened Property: (2) _____

GRANT OF WATER LINE EASEMENT

THIS GRANT OF WATER LINE EASEMENT ("*Agreement*") is made as of _____, 2014, by **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 ("*Grantor*"), and **COUNTY OF MAUI**, with its post office address at _____ ("*Grantee*").

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the "*Burdened Property*").

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Water Line Easement.** Subject to all encumbrances of record, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions in this Agreement contained by Grantor and Grantee to be observed and performed, does hereby grant, bargain, sell and convey unto Grantee, perpetual and nonexclusive easements over, under and across the portions of the Burdened Property described as **Easement** ___ as set forth in **Exhibit C**, attached to and

made a part of this Agreement (collectively, the "**Easement Area**") for the installation, use, operation, maintenance, repair, and replacement of underground water lines serving the Benefited Property (collectively, the "**Water Lines**") all upon and in accordance with the terms and conditions set forth in this Agreement (the "**Easement**").

2. **Permitted Use.** Grantee and its assigns, tenants, licensees, invitees and permittees (collectively, "**Permittees**") may use the Easement Area solely for Water Lines purposes.

3. **Improvements.** Grantee shall have the right, at its expense, to maintain and repair the Water Lines within the Easement Area.

4. **"AS IS" Condition; Assumption of Risk.** Grantee accepts the Easement Area and the Water Lines in their "AS IS" condition and acknowledges that Grantor has made no representations concerning the condition of the Easement Area or the Water Lines or the suitability or fitness of the Easement Area or Water Lines for any particular use or purpose. Grantee agrees at all times to use due care for public safety and to use the Water Lines and the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

5. **Discharge of Liens.** Grantee shall not commit or permit any act or neglect whereby the Easement Area or any portion thereof, or the Burdened Property or any portion thereof, shall become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever resulting from the acts or omissions of Grantee, or its guests, invitees or contractors. Grantee shall promptly discharge or cause to be discharged or dismissed, every such attachment, judgment, lien, charge, encumbrance, or any notice or application thereof, which may be filed against the Easement Area and/or the Burdened Property.

6. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of the Water Lines within the Easement Area on the Burdened Property by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to the Burdened Property, including the Easement Area on the Burdened Property, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any Water Lines constructed by Grantee within the Easement Area on the Burdened Property.

7. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Easement Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep and maintain the Water Lines within the Easement Area in good repair and condition; (d) complete the construction of all Water Lines promptly and with due care and diligence and free and clear of all liens; (e) promptly upon the completion of any construction work within the Easement Area, restore the surface of the Easement Area to the equivalent (or better) condition the Easement Area was in prior to such construction; and (f) be responsible for all liability, loss or damage occurring within the Easement Area, except to the extent caused solely by Grantor. Grantor shall keep the existing improved roadway located within the Easement Area and any other of Grantor's improvements, whether existing or that Grantor installs in the Easement Area, in good, clean and safe order, condition and repair, reasonable wear and tear excepted.

8. **Use of the Easement Area by Grantor.** The Easement in the Easement Area is non-exclusive as long as any other use of the Easement Area does not obstruct or unreasonably interfere with the use of the Easement Area for the purposes described in this Agreement.

9. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (a) Grantor owns and shall continue to own the Easement Area, and the real property upon which such Easement Area is located and, (b) subject to the easements granted in this Agreement, shall have all rights attendant to fee simple ownership of such Easement Area under applicable law (including, without limitation, (i) the right to make alterations or otherwise modify the Easement Area from time to time, (ii) the right to install utilities, drainage pipes, conduits and other items beneath the surface or above the Easement Area from time to time, (iii) the right to use and to grant others the right to use the Easement Area from time to time, and (iv) the right to all casualty and condemnation proceeds with respect to Grantor's interest in the Burdened Property).

10. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Benefited Property and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

11. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

12. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

13. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

14. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

15. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

COUNTY OF MAUI

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Water Line Easement

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

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Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Burdened Property

EXHIBIT B

Description of Benefited Property

EXHIBIT C

Description of the Easement Area

RIGHT OF ENTRY TO CONSTRUCT IMPROVEMENTS

THIS RIGHT OF ENTRY TO CONSTRUCT IMPROVEMENTS (“*Agreement*”) is made as of _____, 2014 (the “*Effective Date*”), by STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS, with its post office address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 (“*Grantor*”), and ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 (“*Grantee*”).

RECITALS

A. Grantor is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “*Grantor’s Property*”).

B. Grantee is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____, and more particularly described in **Exhibit B** attached hereto and made a part hereof (the “*Grantee’s Property*”).

C. Grantor’s Property and Grantee’s Property are adjacent to each other. Grantee intends to develop Grantee’s Property and construct certain improvements thereon (the “*Project*”), and desires to obtain a non-exclusive construction right of entry over and across Grantor’s Property (the “*Entry Area*”) for construction and maintenance of the Project, including but not limited to construction and maintenance of Road C and the easements granted to Grantee over the Grantor’s Property.

NOW, THEREFORE, in consideration of the rights hereby granted and the acceptance thereof, Grantor and Grantee hereby covenant and agree as follows:

1. **Grant of Non-Exclusive Construction Right of Entry.**

a. **General.** Grantor hereby grants a non-exclusive construction right of entry to Grantee, its employees, consultants, contractors and agents (collectively, “*Permittees*”), to enter upon the Entry Area as reasonably necessary to construct improvements thereon and on Grantee’s Property for construction and maintenance of Road C, including staging and erection of dust fences and other construction impact mitigation measures, and any and all other easements granted to Grantee over the Grantor’s Property (“*Right of Entry*”).

b. **Term of Right of Entry.** The Right of Entry shall commence on the Effective Date and shall continue until the earlier of (i) completion of initial construction of the Project on Grantee’s Parcel, or (ii) December 31, 2050.

c. **Maintenance.** During the Term of the Right of Entry, Grantee, at its sole cost and expense, shall clean, maintain, and keep those portions of the Entry Area being used by Grantee and its Permittees in a clean and safe condition at all times. Upon termination of the Term of the Right of Entry, Grantee shall clear and remove all materials brought onto, and debris generated during and resulting from any work performed on or within, the Entry Area by the Grantee or its Permittees.

2. **Responsibility.** Grantee at all times in connection with all uses of or actions within the Entry Area by Grantee or its Permittees, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Entry

Area; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Entry Area; and (c) use due care and diligence in the exercise of the rights granted under this Agreement and in such manner as to occasion minimal interference with or interruption to the use of the Grantor's Property by the Grantor.

3. **Reservation of Rights.** Each of Grantor and Grantee acknowledge and agree that (i) Grantor owns and shall continue to own the Entry Area, and the real property upon which such Entry Area is located and, (ii) shall have all rights attendant to fee simple ownership of such Entry Area under applicable law.

4. **Binding Effect.** All the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Agreement shall be appurtenant to and for the benefit of the Grantee's Parcel and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

5. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances, shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.

6. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

7. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

8. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

9. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name: _____
Title: Deputy Attorney General

Grantor

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Right of Entry to Construct Improvements

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

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NOTARY CERTIFICATION STATEMENT

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Jurisdiction: First Circuit
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Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

Description of Grantor's Property

EXHIBIT B

Description of Grantee's Property

EXHIBIT C

Description of the Entry Area

TEMPORARY WATER USE AGREEMENT

THIS TEMPORARY WATER USE AGREEMENT ("*Agreement*") is made as of _____, 2014, by ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, with its principal place of business and post office address at 822 Bishop Street, Honolulu, Hawaii 96813 ("*A&B*"), and STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF STATE PARKS, with its post office address at 1151 Punchbowl Street, Honolulu, Hawaii 96813 ("*DLNR*").

RECITALS

- A. DLNR is the owner in fee simple of that certain parcel of land identified by Tax Map Key No. (2) _____ (the "*DLNR Property*").
- B. DLNR intends to develop a park for recreational purposes on the DLNR Property (the "*Park*").

NOW, THEREFORE, in consideration of the covenants and provisions of this Agreement and the rights hereby granted and the acceptance thereof, A&B and DLNR hereby covenant and agree as follows:

1. **Temporary Grant to Use Water.** Subject to A&B's current use of water from the Waiale Well Reservoir Site (the "*Reservoir*"), water availability, approval by the MBPII Association, and the payment by DLNR for such water used by DLNR, DLNR shall have the right to use water from the Reservoir for the duration of DLNR's initial construction of a park on the DLNR Property; provided, however, such temporary right of use of water shall end in any event not later than December 31, 2020.
2. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of any Improvements necessary to deliver water to DLNR shall be borne by DLNR at no expense to A&B.
3. **Responsibility.** DLNR at all times in connection with all uses of or actions by Grantee or its Permittees relating to DLNR's use of water from the Reservoir, will (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable; (b) not at any time make or suffer any strip or waste or unlawful, improper or offensive use of the Reservoir; (c) keep and maintain all Improvements in good repair and condition.
4. **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word or the application thereof in any circumstances shall be held invalid, the validity of the remainder of this Agreement and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected.
5. **No Waiver.** The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.
6. **Interpretation.** The captions of the sections of this Agreement are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

7. **Enforcement.** Each party hereto may enforce its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Agreement or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

8. **Amendments; Interpretation.** Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth in the introductory paragraph.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Grantor

**STATE OF HAWAII, DEPARTMENT OF LAND
AND NATURAL RESOURCES, DIVISION OF
STATE PARKS**

By: _____
Name:
Title:

APPROVED AS TO FORM

By: _____
Name: _____
Title: Deputy Attorney General

Grantee

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Temporary Water Use Agreement

Doc. Date:

No. of Pages: _____

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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

On this ____ day of _____, 2014, before me personally appeared _____, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Temporary Water Use Agreement

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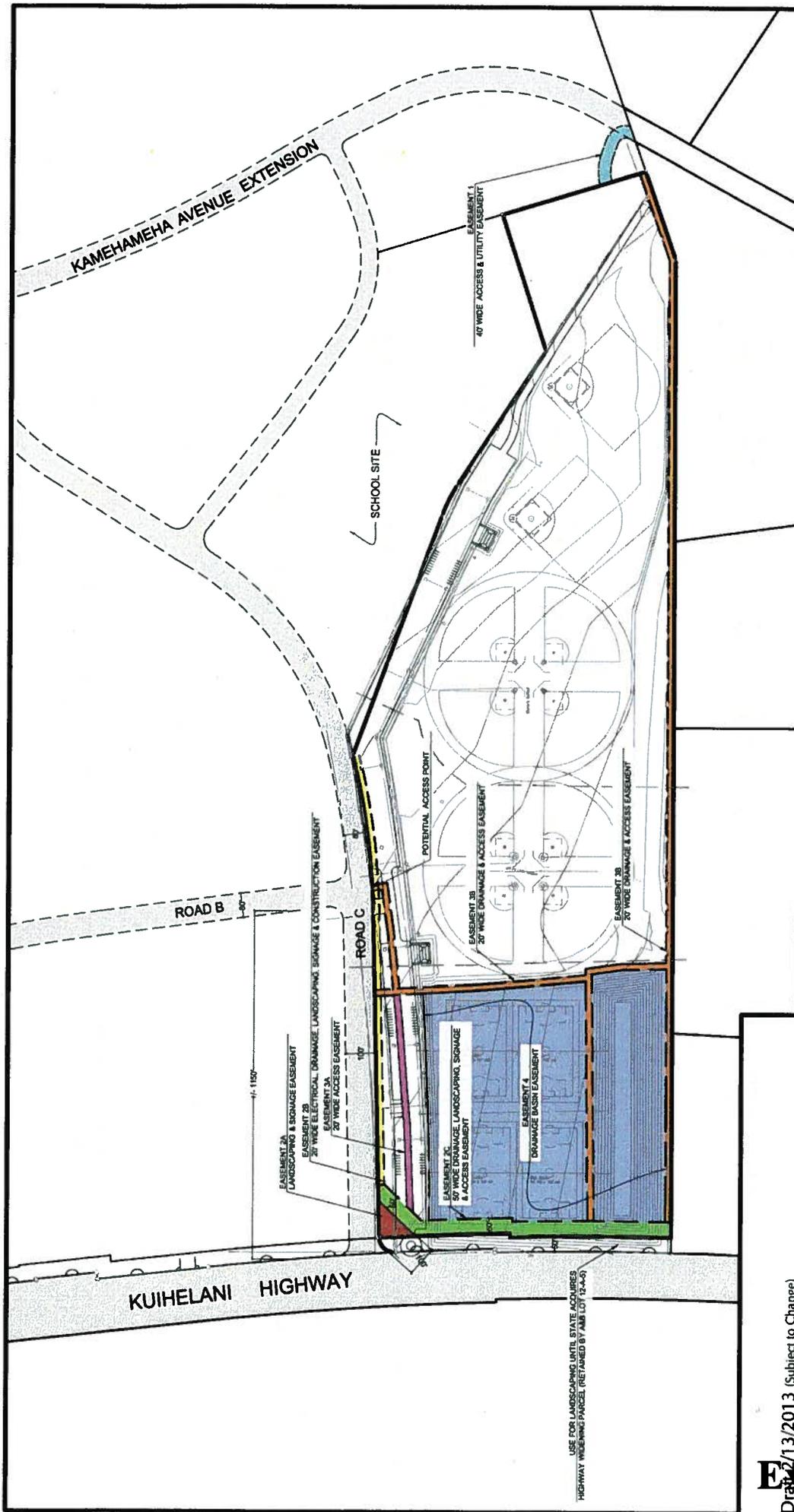
Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)



- Easement 1
- Easement 2A
- Easement 2B
- Easement 2C
- Easement 3A
- Easement 3B
- Easement 3C
- Easement 4

KUIHELANI HIGHWAY

KAMEHAMEHA AVENUE EXTENSION

SCHOOL SITE

ROAD B

ROAD C

EASEMENT 2A
LANDSCAPING & SIGNAGE EASEMENT

EASEMENT 2B
20' WIDE ELECTRICAL, DRAINAGE, LANDSCAPING, SIGNAGE & CONSTRUCTION EASEMENT

EASEMENT 2A
20' WIDE ACCESS EASEMENT

EASEMENT 3C
LANDSCAPING, SIGNAGE & ACCESS EASEMENT

EASEMENT 4
DRAINAGE BASIN EASEMENT

POTENTIAL ACCESS POINT

EASEMENT
40' WIDE ACCESS & UTILITY EASEMENT

EASEMENT 3B
20' WIDE DRAINAGE & ACCESS EASEMENT

USE FOR LANDSCAPING UNTIL STATE ACQUIRES
HIGHWAY WIDENING PARCEL (RETAINED BY ABR LOT 12-A-6)

Draft 2/13/2013 (Subject to Change)

Exhibit C



Disclaimer: This graphic was prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analysis.