WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Michael W. Atherton Development, Inc., a California corporation, dba Atherton Homes, Boyce Holdings, Inc., a California corporation, Boyce Resource Development Company, a California corporation, and Albert G. Boyce Jr., Trustee of the Trust created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, hereinafter called the “Grantors”, in consideration of the sum of One Thousand Dollars ($1,000.00) and other good and valuable consideration to Grantors paid by MTP Land Partners, LLC, a Hawaii limited liability company, whose address is PO Box 1870, Manteca, CA 95336, hereinafter called the “Grantee,” the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee all of Grantor’s right, title and interest in and to the real property described in Exhibit “A” attached hereto and by this reference incorporated herein (the “Property”); subject, however, to all encumbrances noted on said Exhibit “A”.

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

AND the Grantor covenants with the Grantee that the former is now seised in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances, except the liens and encumbrances hereinbefore mentioned, and except also the liens and encumbrances created or permitted by the Grantee after the date hereof; and that the Grantor

EXHIBIT “5”
will WARRANT and DEFEND the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the above bargained and granted lands and premises.

The term "Grantors" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding 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.

IN WITNESS WHEREOF, the Grantors have executed these presents on this 25th day of October, 2012.

(See signatures on following page.)
SIGNATURE PAGE
FOR
WARRANTY DEED

GRANTORS:

MICHAEL W. ATHERTON DEVELOPMENT, INC.,
a California corporation, dba Atherton Homes
By:

Michael W. Atherton, President

BOYCE HOLDINGS, INC.,
a California corporation
By:

Albert G. Boyce V, President

BOYCE RESOURCE DEVELOPMENT COMPANY,
a California corporation
By:

Albert G. Boyce, Vice President

ALBERT G. BOYCE JR, Trustee of the Trust
created under the Last Will and Testament of
Albert G. Boyce dated November 2, 1978

This signature page may be executed in one or more counterparts.
STATE OF HAWAI'I

COUNTY OF MAUI

On this 35th day of November, 2012, before me personally appeared Michael Wherton, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal.

[Signature]

My commission expires: 8/26/14

[Stamp]

Patricia C. Okuda

Notary Public

Doc. Date: 10/25/12

# Pages: 13

Notary Name: Patricia C. Okuda

Doc. Descr: Warranty Deed

Patricia C. Oakuda

Notary Signature Date 11/1/12
State of California

County of San Joaquin

On Oct 25, 2012, before me, Colleen E Johnson, Notary Public, personally appeared Albert G Bovce Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature of Notary Public]

State of California

County of San Joaquin

On Oct 25, 2012, before me, Colleen E Johnson, Notary Public, personally appeared Albert G Bovce Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature of Notary Public]
EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF HAWAII, COUNTY OF MAUI, AND IS DESCRIBED IN THE FOLLOWING NINE (9) PAGES:
EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaai; R. P. 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwall; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaai; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3155, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaai; R. P. 324, L. C. Aw. 455:2 to Ha; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:2 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylla; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiilani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Iuke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

1. 106° 45' 1,319.23 feet along the remainder of Grant 3043 to J. Boardman, Grant 2960 to J. Boardman, Grant 3152 to Henry Cornwall;

2. 174° 00' 302.03 feet along the remainder of Grant 2960 to J. Boardman;

3. 166° 40' 40.00 feet along same;

4. 255° 00' 91.00 feet along same;

5. 185° 10' 285.00 feet along same and the remainder of Grant 2069 to Kaai;
6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai;

7. 206° 15' 539.15 feet along same;

8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae;

9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being:

229° 17' 30" 176.62 feet;

10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp;

11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being:

235° 12' 30" 229.13 feet;

12. 205° 20' 195.00 feet along same;

13. 196° 50' 209.00 feet along same;

14. 212° 10' 88.31 feet along same;

15. 233° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai;

16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwall;

17. 276° 46' 57.80 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;
18. 4° 14' 160.90 feet along the remainder of
   R. P. 102, L. C. Aw. 432 to
   Anthony Sylva;

19. 357° 05' 61.60 feet along same;

20. 354° 18' 33.54 feet along same;

21. 86° 01' 63.90 feet along same;

22. 351° 55' 40.00 feet along R. P. 102, L. C.
   Aw. 432 to Anthony Sylva;

23. 359° 06' 455.70 feet along same;

24. 349° 25' 172.20 feet along same and Grant
   1515 to Antonio Sylva;

25. 274° 06' 222.20 feet along same;

26. 246° 49' 138.02 feet along the remainder of
   Grant 2904 to John Crowder;

27. Thence along the westerly side of Honopiiilanı Highway,
    F.A.P. 113-G, on a curve to
    the right having a radius of
    12,242.70 feet, the chord
    azimuth and distance being:

   15° 54' 18.5" 563.99 feet;

28. 17° 13' 30" 296.94 feet along same;

29. Thence along same on a curve to the left having a radius
   of 2,899.93 feet, the chord
   azimuth and distance being:

   10° 51' 30" 643.15 feet;

30. 4° 29' 30" 16.00 feet along same to the
    point of beginning and
    containing an area of 59.054
    acres, more or less.

Together with the following easements appurtenant
   to the land herein conveyed as set forth in Deed recorded
March 24, 1983 in the Bureau of Conveyances of the State of Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the Grantee, subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of Grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the Grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the Grantee, subject to the approval of the Grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of Grantor and Grantee with respect to the pipeline and its connection to the public sewerage pipeline; Grantee shall further have the right to use any easements or rights of way available to Grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waik Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the
western boundary of the land herein conveyed and the aforesaid water storage tank, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the water pipeline easements and the water storage tank easement to be designated by the Grantee (within an area not to exceed 5,000 square feet for the storage tank and fifteen feet wide for the water pipeline easements), subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the area designated Proposed Waterline Extension by C. Brewer, for waterlines to connect to the existing public waterline at the corner of Kemoa Place and Wilikena Place, and thence running to the northern boundary of the land herein conveyed, subject to the right of Grantor to dedicate the proposed waterline extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway purposes, for maintenance and agricultural support, but not for movement of visitors except to the extent approved by Grantor, over and across the existing dirt road; (i) in Second Division Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani Highway, approximately 180 feet north of the southern property line of the land herein conveyed, thence running in a westerly direction to the vicinity of Waihee ditch, thence in a northerly direction between Waihee ditch and the western boundary of the land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant 3152 to Henry Cornwall (reserving, however, unto the Grantor the right to relocate said existing dirt road); and (iii) in Second Division Tax Map Key 3-6-4-2 over and across the existing 12 ft. wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not materially relocate those portions of said roadway described in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a) shall be exclusive easements. The easements described in paragraphs 2(a), 3 and 4(b) shall be nonexclusive and Grantor reserves the right to use the easement areas for purposes which do not interfere with Grantee's use of the easements but Grantor shall not grant easements to third parties in the easement areas unless Grantor shall require the third party to agree for the
benefit of Grantee not to interfere with Grantee's use of the easements.

Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Basement for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the said Bureau of Conveyances as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being all of the premises conveyed by Limited Warranty Deed recorded January 27, 2006 in the said Bureau of Conveyances as Document No. 2006-017392, from The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantor, to the Grantor herein, as to an undivided 50% interest; Michael W. Atherton Development, Inc., a California corporation, as to an undivided 16.667% interest; William S. Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 16.667% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 8.333% interest; and Boyce Resource Development Company, a California corporation, as to an undivided 8.333% interest, as tenants in common, as Grantee.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.

2. Rights of the Native Tenants as reserved in Grant Nos. 1146, 2342, 2747, 2904, 2960 and 3043.

3. Commutation due, if any, to the State of Hawaii on Land Commission Award No. 462.

4. The effect, if any, of the location of Apana 4 of Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE within Tax Map Key: (Maui) 3-6-05-07, as disclosed by Wailuku Sugar Company Map, as prepared by M. D. Monsarrat, dated October, 1882.
5. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the said Bureau of Conveyances in Book 9921 on Page 1.

6. Reservations in favor of Wailuku Sugar Company, a Hawaii corporation, as set forth or disclosed by the Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its successors and assigns:

1) A perpetual nonexclusive easement and right to install, replace, maintain, repair and use, in the easement area, an underground water pipeline, together with the right of ingress thereto and egress therefrom over the land herein conveyed, subject to that certain unrecorded Agreement concerning water pipeline of even date herewith.

2) A perpetual exclusive easement to maintain, repair and use that portion of the existing Waihee Ditch situated on any portion of the land herein conveyed.

3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "S" water-pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part hereof; provided,
however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."


8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WSCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO"; Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".


11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Tide 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.
12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-05-07, discloses the following:

   a) Cane flame running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "C".

   b) Waihee Ditch running along a portion of the land herein described.

   c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "C".

   d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "C".

   e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion of the land herein described, and colored in blue and attached hereto as Exhibit "C".


14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007
LAND COURT SYSTEM

MR ALBERT BOYCE
P O BOX 871
MANTeca, CA 95336

REGULAR SYSTEM

TG: A385657A
TGE: A7-204-3754-0003
Dorie A. Kekaha

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM S. FILIOS, also known as WILLIAM FILIOS, Trustee of the William Filios Separate Property Trust dated April 3, 2000, with full power to purchase, sell, mortgage, dispose or otherwise hypothecate real property, whose address is c/o AKF Development, LLC, 1132 Norman Drive, Manteca, California 95336, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor paid by BOYCE HOLDINGS, INC., a
California corporation, whose address is P. O. Box 871, Manteca, California 95336, BOYCE RESOURCE DEVELOPMENT COMPANY, a California corporation, whose address is P. O. Box 871, Manteca, California 95336, and ALBERT G. BOYCE, JR., Trustee of Trust B created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, with full power to purchase, sell, mortgage, dispose or otherwise hypothecate real property, whose address is P. O. Box 871, Manteca, California 95336, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, an undivided 7.8% interest, as tenants in common (the said BOYCE HOLDINGS, INC. holding an undivided 2.6% interest, the said BOYCE RESOURCE DEVELOPMENT COMPANY holding an undivided 2.6% interest, and the said ALBERT G. BOYCE, JR., Trustee of Trust B created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, holding an undivided 2.6% interest), in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein; subject, however, to all encumbrances noted on said Exhibit "A".

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

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

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.
IN WITNESS WHEREOF, the Grantor has executed these presents on this 7th day of December, 2007.

APPROVED AS TO FORM:
MANCINI, WELCH & GEIGER LLP

By Peter A. Horovitz

WILLIAM S. FILIOS, also known as WILLIAM FILIOS

Trustee of the William Filios Separate Property Trust dated April 3, 2000

Grantor

STATE OF California
CITY OF Stockton
COUNTY OF San Joaquin

On this 10th day of December, 2007, before me personally appeared WILLIAM S. FILIOS, also known as WILLIAM FILIOS, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Vicki Lynn Cardosa
Print Name: Vicki Lynn Cardosa
Notary Public, in and for said State and County.

My commission expires: 12-3-10
EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaaï; R. P. 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwell; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaaï; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3156, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaaï; R. P. 324, L. C. Aw. 455:2 to Haa; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:2 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylva; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiilani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Iuke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

1. 106° 45' 1,319.23 feet along the remainder of Grant 3043 to J. Boardman, Grant 2960 to J. Boardman, Grant 3152 to Henry Cornwell;

2. 174° 00' 302.03 feet along the remainder of Grant 2960 to J. Boardman;

3. 166° 40' 40.00 feet along same;

4. 255° 00' 91.00 feet along same;

5. 185° 10' 285.00 feet along same and the remainder of Grant 2069 to Kaaï;
6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai;

7. 206° 15' 539.15 feet along same;

8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae;

9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being:

  229° 17' 30" 176.62 feet;

10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp;

11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being:

  235° 12' 30" 229.13 feet;

12. 205° 20' 195.00 feet along same;

13. 196° 50' 209.00 feet along same;

14. 212° 10' 88.31 feet along same;

15. 283° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai;

16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwall;

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19. 357° 05' 61.60 feet along same;
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21. 86° 01' 63.90 feet along same;
22. 351° 55' 40.00 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;
23. 359° 06' 455.70 feet along same;
24. 349° 25' 172.20 feet along same and Grant 1515 to Antonio Sylva;
25. 274° 06' 222.20 feet along same;
26. 246° 49' 138.02 feet along the remainder of Grant 2904 to John Crowder;
27. Thence along the westerly side of Honoapiilani Highway, F.A.P. 13-G, on a curve to the right having a radius of 12,242.70 feet, the chord azimuth and distance being:
   15° 54' 18.5" 563.99 feet;
28. 17° 13' 30" 296.94 feet along same;
29. Thence along same on a curve to the left having a radius of 2,899.93 feet, the chord azimuth and distance being:
   10° 51' 30" 643.15 feet;
30. 4° 29' 30" 16.00 feet along same to the point of beginning and containing an area of 59.054 acres, more or less.

Together with the following easements appurtenant to the land herein conveyed as set forth in Deed recorded
March 24, 1983 in the Bureau of Conveyances of the State of Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the Grantee, subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of Grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the Grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the Grantee, subject to the approval of the Grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of Grantor and Grantee with respect to the pipeline and its connection to the public sewerage pipeline; Grantee shall further have the right to use any easements or rights of way available to Grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waiko Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the
western boundary of the land herein conveyed and the aforesaid
water storage tank, together with the non-exclusive right of
ingress thereto and egress therefrom over the Grantor's
adjoining land, the exact location of the water pipeline
easements and the water storage tank easement to be designated
by the Grantee (within an area not to exceed 5,000 square feet
for the storage tank and fifteen feet wide for the water
pipeline easements), subject to the approval of the Grantor,
which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the
area designated Proposed Waterline Extension by C. Brewer, for
waterlines to connect to the existing public waterline at the
corner of Kemoa Place and Wilikona Place, and thence running to
the northern boundary of the land herein conveyed, subject to
the right of Grantor to dedicate the proposed waterline
extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway
purposes, for maintenance and agricultural support, but not for
movement of visitors except to the extent approved by Grantor,
over and across the existing dirt road; (i) in Second Division
Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani
Highway, approximately 180 feet north of the southern property
line of the land herein conveyed, thence running in a westerly
direction to the vicinity of Waihee ditch, thence in a northerly
direction between Waihee ditch and the western boundary of the
land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-
7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant
3152 to Henry Cornwell (reserving, however, unto the Grantor the
right to relocate said existing dirt road); and (iii) in Second
Division Tax Map Key 3-6-4-2 over and across the existing 12 ft.
wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not
materially relocate those portions of said roadway described
in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a)
shall be exclusive easements. The easements described in
paragraphs 2(a), 3 and 4(b) shall be nonexclusive and Grantor
reserves the right to use the easement areas for purposes which
do not interfere with Grantee's use of the easements but Grantor
shall not grant easements to third parties in the easement areas
unless Grantor shall require the third party to agree for the
benefit of Grantee not to interfere with Grantee's use of the easements.

Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Basemast for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the said Bureau of Conveyances as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being the premises conveyed by the following:

1. Limited Warranty Deed recorded January 27, 2006 in the said Bureau of Conveyances as Document No. 2006-017392 between The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantor, and Larry W. Anderson and Georjeann M. Anderson, husband and wife, as to an undivided 50% interest; Michael W. Atherton Development, Inc., a California corporation, as to an undivided 16.667% interest; William S. Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 16.667% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 8.333% interest; and Boyce Resource Development Company, a California corporation, as to an undivided 8.333% interest, as Tenants in Common, as Grantee.

2. Warranty Deed recorded August 30, 2007 in the said Bureau of Conveyances as Document No. 2007-155156, between Larry W. Anderson and Georjeann M. Anderson, husband and wife, as Grantor, and Manteca 07-2065, LLC, a California limited liability company, as to an undivided 50% interest, as Grantee.

3. Warranty Deed recorded **Oct 8, 2007** in the said Bureau of Conveyances as Document No. **2007-186520** between Manteca 07-2065, LLC, a California limited liability company, as Grantor, to Michael W. Atherton Development, Inc., a California corporation, as to an undivided 15.4165% interest; William Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 15.4165% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 11.111% interest; Boyce Resource Development Company, a California corporation, as to an undivided 5.556% interest,
and Albert G. Boyce, Jr., Trustee of Trust B created under the
Last Will and Testament of Albert G. Boyce dated November 2,
1978, as to an undivided 2.5% interest, as Tenants in Common, as
Grantee.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved
to the State of Hawaii.

2. Rights of the Native Tenants as reserved in Grant
Nos. 1146, 2342, 2747, 2904, 2960 and 3043.

3. Commutation due, if any, to the State of Hawaii
on Land Commission Award No. 462.

4. The effect, if any, of the location of Apana 4 of
Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE
within Tax Map Key: (Maul) 3-6-05-07, as disclosed by Wailuku
Sugar Company Map, as prepared by M. D. Monsarrat, dated
October, 1882.

5. A Grant of Easement for utility purposes, in
favor of Maui Electric Company, Limited, a Hawaii corporation,
recorded in the said Bureau of Conveyances in Book 9921 on Page
1.

6. Reservations in favor of Wailuku Sugar Company, a
Hawaii corporation, as set forth or disclosed by the Deed
recorded March 24, 1983 in the said Bureau of Conveyances in
Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its
successors and assigns:

1) A perpetual nonexclusive easement and
right to install, replace, maintain, repair and use, in
the easement area, an underground water pipeline,
together with the right of ingress thereto and egress
therefrom over the land herein conveyed, subject to
that certain unrecorded Agreement concerning water
pipeline of even date herewith.

2) A perpetual exclusive easement to
maintain, repair and use that portion of the existing
Waihee Ditch situated on any portion of the land herein conveyed.

3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "8" water pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part thereof; provided, however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."


8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WSCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO";
Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".


11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.

12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-05-07, discloses the following:

   a) Cane flame running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "C".

   b) Waihee Ditch running along a portion of the land herein described.

   c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "C".

   d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "C".

   e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion
of the land herein described, and colored in blue and attached hereto as Exhibit "C".


14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007
LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE HAWAII TROPICAL PLANTATION, a Hawaii limited partnership, whose address is 1670 Honoapiilani Highway, Wailuku, Hawaii 96793, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor paid by LARRY W. ANDERSON and GEORGEANN M. ANDERSON, husband and wife, whose mailing address is c/o Anderson Homes, 1420 South Mills Ave., Suite A, Lodi, California, 95241 (collectively the "Andersons"), MICHAEL W. AHERTON DEVELOPMENT, INC., a California corporation whose
address is 1132 Norman Drive, Manteca, California, 95336
("Atherton Corp.") , WILLIAM S. FILIOS, Trustee of the William
Filios Separate Property Trust dated April 3, 2000 whose address
is 5348 St. Andrews Drive, Stockton, California, 95219
("Filios") , BOYCE HOLDINGS, INC., a California corporation whose
address is 120 Manteca Avenue, P.O. Box 1870, Manteca,
California, 95336 ("BHI") , BOYCE RESOURCE DEVELOPMENT COMPANY, a
California corporation whose address is 120 Manteca Avenue, P.O.
Box 1870, Manteca, California, 95336 ("BRDC"). The Andersons,
Atherton Corp., Filios, BHI and BRDC are collectively called the
"Grantee," the receipt whereof is hereby acknowledged, does
hereby grant and convey unto the Grantee as tenants in Common
(with the Andersons holding an undivided fifty-percent (50%)
interest as community property between them, Atherton Corp.
holding an undivided sixteen and 667/1000 percent (16.667%)
interest, Filios holding an undivided sixteen and 667/1000
percent (16.667%) interest, BHI holding an undivided eight and
333/1000 percent (8.333%) interest and BRDC holding an undivided
eight and 333/1000 percent (8.333%) interest, all of Grantor's
right, title and interest in and to the real property described
in Exhibit "A" attached hereto and by this reference incorporated
herein (the "Property"); subject, however, to all encumbrances
noted on said Exhibit "A".

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

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

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an
original, and said counterparts shall together constitute one and
the same agreement, binding all of the parties hereto,
notwithstanding 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.

- REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK -
IN WITNESS WHEREOF, the Grantor and Grantee have executed these presents on this ____ day of JAN 25, 2006, 20__.

Grantor: THE HAWAII TROPICAL PLANTATION.

By WAILUKU PLANTATIONS, INC.
   Its General Partner
   By: Kent T. Lucien
      Its: Chairman

By TOYAMA_HTF, LLC
   Its General Partner
   By: Toyama Maui Plantation, Inc.
      Its: Sole Member
   By: Andrey Chan
      Its: Vice President

Grantee:

LARRY W. ANDERSON

GEORGEANN M. ANDERSON

MICHAEL W. ATHERTON DEVELOPMENT, INC.

By: MICHAEL W. ATHERTON
   Its: President
IN WITNESS WHEREOF, the Grantor and Grantee have executed these presents on this ___ day of __________, 20__.

Grantor: THE HAWAII TROPICAL PLANTATION.

By WAILUKU PLANTATIONS, INC. 
Its General Partner

By: Kent T. Lucien
Its: Chairman

By TOYAMA HTP, LLC
Its General Partner

By: Toyama Maui Plantation, Inc.
Its: Sole Member

By: Andrey Chan
Its: Vice President

Grantee:

LARRY W. ANDERSON

GEORGEANN M. ANDERSON

MICHAEL W. ATHERTON DEVELOPMENT, INC.

By: MICHAEL W. ATHERTON
Its: President
By: WILLIAM S. FILIOS, Trustee of The William Filios Separate Property dated April 3, 2000

BOYCE HOLDINGS, INC.

By: ALBERT G. BOYCE, V
Its: President

BOYCE RESOURCE DEVELOPMENT COMPANY

By: ALBERT G. BOYCE, V
Its: Vice-President
STATE OF HAWAII )
CITY AND ) S.S.
COUNTY OF HONOLULU )

On this 23rd day of January, 2006, before me personally appeared KENT T. LUCIEN, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

[Signature]
Print Name: Nancy H. Suyoshi
Notary Public, State of Hawaii.
My commission expires: 4-13-2007

STATE OF HAWAII )
COUNTY OF HAWAII ) S.S.

On this 23rd day of January, 2006, before me personally appeared ANDREY CHAN, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

[Signature]
Print Name: Haidic O. Konokonui
Notary Public, State of Hawaii.
My commission expires: 3-25-2007
State of California

) ss.

County of San Joaquin

On January 23, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL W. ATHERTON, WILLIAM S. FILIOS, and ALBERT G. BOYCE V, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

VICKI LYNN CARDOZA
COMM. #1370974
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires Sept. 24, 2006

Vicki Lynn Cardoza
Notary Public
STATE OF HAWAII
) SS.
COUNTY OF MAUI
)

On this 12th day of January, 2006, before me personally appeared LARRY W. ANDERSON and GEORGEANN M. ANDERSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Print Name: [Signature]
Notary Public, State of Hawaii

My commission expires: [Signature]
EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaai; R. P. 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwell; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaai; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3156, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaai; R. P. 324, L. C. Aw. 455:2 to Haa; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:1 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylva; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiilani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Luke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

1. 106° 45' 1,319.23 feet along the remainder of Grant 3043 to J. Boardman,
   Grant 2960 to J. Boardman,
   Grant 3152 to Henry Cornwell;

2. 174° 00' 302.03 feet along the remainder of Grant 2960 to J. Boardman;

3. 166° 40' 40.00 feet along same;

4. 255° 00' 91.00 feet along same;

5. 185° 10' 285.00 feet along same and the remainder of Grant 2069 to Kaai;
6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai; 
7. 206° 15' 539.15 feet along same; 
8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; 

9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being: 

229° 17' 30" 176.62 feet; 
10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp; 

11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being: 

235° 12' 30" 229.13 feet; 
12. 205° 20' 195.00 feet along same; 
13. 196° 50' 209.00 feet along same; 
14. 212° 10' 88.31 feet along same; 
15. 283° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai; 
16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwell; 
17. 276° 46' 57.80 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;
18. 4° 14' 160.90 feet along the remainder of R. P. 102, L. C. Aw. 432 to Anthony Sylva;

19. 357° 05' 61.60 feet along same;

20. 354° 18' 33.54 feet along same;

21. 86° 01' 63.90 feet along same;

22. 351° 55' 40.00 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;

23. 359° 06' 455.70 feet along same;

24. 349° 25' 172.20 feet along same and Grant 1515 to Antonio Sylva;

25. 274° 06' 222.20 feet along same;

26. 246° 49' 138.02 feet along the remainder of Grant 2904 to John Crowder;

27. Thence along the westerly side of Honoapiilani Highway, F.A.P. 13-G, on a curve to the right having a radius of 12,242.70 feet, the chord azimuth and distance being:

15° 54' 18.5" 563.99 feet;

28. 17° 13' 30" 296.94 feet along same;

29. Thence along same on a curve to the left having a radius of 2,899.93 feet, the chord azimuth and distance being:

10° 51' 30" 643.15 feet;

30. 4° 29' 30" 16.00 feet along same to the point of beginning and containing an area of 59.054 acres, more or less.

Together with the following easements appurtenant to the land herein conveyed as set forth in Deed recorded March 24, 1983 in the Bureau of Conveyances of the State of
Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the grantee, subject to the approval of the grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the grantee, subject to the approval of the grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of grantor and grantee with respect to the pipeline and its connection to the public sewerage pipeline; grantee shall further have the right to use any easements or rights of way available to grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waiko Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the western boundary of the land herein conveyed and the aforesaid water storage tank, together with the non-exclusive right of
ingress thereto and egress therefrom over the grantor's adjoining land, the exact location of the water pipeline easements and the water storage tank easement to be designated by the grantee (within an area not to exceed 5,000 square feet for the storage tank and fifteen feet wide for the water pipeline easements), subject to the approval of the grantor, which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the area designated Proposed Waterline Extension by C. Brewer, for waterlines to connect to the existing public waterline at the corner of Kemoa Place and Wilikona Place, and thence running to the northern boundary of the land herein conveyed, subject to the right of grantor to dedicate the proposed waterline extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway purposes, for maintenance and agricultural support, but not for movement of visitors except to the extent approved by grantor, over and across the existing dirt road; (i) in Second Division Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani Highway, approximately 180 feet north of the southern property line of the land herein conveyed, thence running in a westerly direction to the vicinity of Waihee ditch, thence in a northerly direction between Waihee ditch and the western boundary of the land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant 3152 to Henry Cornwell (reserving, however, unto the grantor the right to relocate said existing dirt road); and (iii) in Second Division Tax Map Key 3-6-4-2 over and across the existing 12 ft. wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not materially relocate those portions of said roadway described in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a) shall be exclusive easements. The easements described in paragraphs 2(a), 3 and 4(b) shall be nonexclusive and grantor reserves the right to use the easement areas for purposes which do not interfere with grantee's use of the easements but grantor shall not grant easements to third parties in the easement areas unless grantor shall require the third party to agree for the benefit of grantee not to interfere with grantee's use of the easements.
Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Easement for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being a portion of the land conveyed by:

1. Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, from Wailuku Sugar Company, a Hawaii corporation, as Grantor, to The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee;


5. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded March 30, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 91-0846(2), recorded April 1, 1992 as Document No. 92-048227.


7. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded March 30, 1993 in the Second Circuit Court, State of Hawaii, with Civil No. 92-0495(1) recorded April 1, 1993 as Document No. 93-052637.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.

2. Rights of the Native Tenants as reserved in Grant Nos. 1146, 2342, 2747, 2904, 2960 and 3043.

3. Commutation due, if any, to the State of Hawaii on Land Commission Award No. 462.

4. The effect, if any, of the location of Apana 4 of Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE within Tax Map Key: (Maui) 3-6-05-07, as disclosed by Wailuku Sugar Company Map, as prepared by M. D. Monsarrat, dated October, 1882.

5. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the said Bureau of Conveyances in Book 9921 on Page 1.

6. Reservations in favor of Wailuku Sugar Company, a Hawaii corporation, as set forth or disclosed by the Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its successors and assigns:

1) A perpetual nonexclusive easement and right to install, replace, maintain, repair and use, in the easement area, an underground water pipeline, together with the right of ingress thereto and egress therefrom over the land herein conveyed, subject to that certain unrecorded Agreement concerning water pipeline of even date herewith.

2) A perpetual exclusive easement to maintain, repair and use that portion of the existing Waihee Ditch situated on any portion of the land herein conveyed.
3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "8" water pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part thereof; provided, however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."


8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WWCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO"; Hawaii Tropical Plantation, a limited partnership, as
"Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".


11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.

12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-0507, discloses the following:

a) Cane flame running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "B".

b) Waihee Ditch running along a portion of the land herein described.

c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "B".

d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "B".

e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion
of the land herein described, and colored in blue and attached hereto as Exhibit "B".


14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007