

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

November 12, 2021

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

PSF No.: 20MD-049

Maui

Issuance of Immediate Right-of-Entry and Grant of Perpetual, Non-Exclusive Easement to Michael and Laurie Baker for Access Purposes, Honokala - Hoolawa, Hamakualoa, Maui, Tax Map Key: (2) 2-9-002:022 por.

APPLICANT:

Michael and Laurie Baker, husband and wife.

LEGAL REFERENCE:

Sections 7-1, 171-13 and 55, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government land located at Honokala - Hoolawa, Hamakualoa, Maui, identified by Tax Map Key: (2) 2-9-002:022 por., as shown on the attached map labeled Exhibit A.

AREA:

10,251 square feet, more or less.

ZONING:

State Land Use District: Agriculture

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Vacant and Unencumbered

CHARACTER OF USE:

Right, privilege and authority to construct, use, maintain and repair a right-of-way over, under and across State-owned land for access purposes.

TERM

Immediate Right-of-Entry: 1 (one) year

Access Easement: Perpetual

COMMENCEMENT DATE:

To be determined by the Chairperson.

CONFIRMATION of KULEANA LAND

Exhibit A of Warranty Deed, Doc. No. A70120019, recorded March 14, 2019, describes benefitted property as Land Commission Award (LCA) 4796:4 containing an area of 0.48 acres, more or less, and further identified by TMK (2) 2-9-002:023. Indices of Land Commission Awards dated 1929 lists awardee of LCA 4796 as Kealoha in Book 8, Page 298 located at Holawa, Hamakualoa, Maui (R.P. 3245 Book 14, Page 283). Kealoha is not included in the "Partial List of Lands Agreed Upon by the Mahele to Belong to the More Important Aliis and Chiefs and Confirmed to them by Award of the Commission to Quiet Land Title." Therefore parcel 023 is kuleana land as defined by the Kuleana Act of 1850 and subject to Section HRS 7-1, and its owner is entitled to a perpetual access easement across State land on a gratis basis by virtue of the same section.

CONSIDERATION:

Gratis. Use is for access purposes only and benefitted property is kuleana land.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules (HAR) § 11-200.1-15 and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to General Exemption Type 1 that states, "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing," and Part 1, Item 39 that states, "Creation or termination of easement,

covenants, or other rights in structures or land." (Exhibit B)

DCCA VERIFICATION:

Not applicable. The Applicant as a landowner is not required to register with DCCA.

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Obtain access easement(s) over adjacent private property in order to establish unfettered access from the nearest road right-of-way to the subject State lands.
- 2) Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.
- 3) Obtain liability insurance covering the subject premises and maintain throughout the terms of disposition and use of State lands.

REMARKS:

Applicant, Michael and Laurie Baker, claim ownership of land identified as TMK (2) 2-9-002:023 (0.48 acre) adjacent to the subject State property. Parcel 023 is landlocked. The nearest public road right-of-way is Honokala Road located about 650 feet to the south of parcel 023. The most reasonable way to transit from parcel 023 to Honokala road is over a portion of government property identified as TMK (2) 2-9-002:022 (2.84 acres) using a pre-existing dirt track that was formed in the territorial period before the State of Hawaii was established in 1959. Due to an existing perennial stream, referred to as Honokala Stream, to the east of the subject premises and the steep topography within parcel 022, staff has no objection to the proposed use of the existing dirt track for access purposes.

Applicant obtained the services of a licensed surveyor, Akamai Land Surveying Inc., to map and describe the pre-existing track over government property. Map and description is attached as Exhibit C-1 and C-2 and further described as Easement "AU-1" on the attached map.

A site visit was scheduled and completed with the applicant and its representative, Isaac Hall, Esq., on Wednesday, June 10, 2020. DLNR Maui District Land Office (MDLO) staff were able to speak with both the applicant and adjacent neighbors to the north (Dean Kentala) and west (David and Shelly Sellers) of the subject premises. To access private property from Honokala road, applicant will have to transit over a portion of private property claimed by East Maui Irrigation Co. (EMI) (A&B). / Gregory Chong Kee and David & Shelly Sellers.

On March 11, 2021, applicant secured a grant of easement from EMI (A&B) and Gregory

Chong Kee recorded at the Bureau of Conveyance.

Pursuant to letter received and dated September 2, 2020, from David and Shelly Sellers, it is our understanding that the Sellers have “agreed to convey to the Bakers a Grant of Easement” across their land. See Exhibit E.

The applicant has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

Staff recommends exemption from requirements of Hawaii Revised Statutes Chapter 343 related to environmental assessments and approval of the proposed right-of-entry and related access and utility easement over an existing unimproved dirt track. Such use has resulted in no known significant impacts, whether immediate or cumulative, to the natural, environmental and/or cultural resources in the area. As such, staff believes that the proposed use would involve negligible or no expansion or change in use of the subject area beyond that previously existing.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1-15, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Authorize the issuance of a right-of-entry permit to Michael and Laurie Baker covering the subject area 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 right-of-entry permit form, as may be amended from time to time;
  - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
  - C. Authorize the Chairperson to issue future right-of-entries to the Applicant in relation to its request for perpetual access easement.
3. Authorize the subject requests to be applicable in the event of a change in the ownership of the abutting parcel described as Tax Map Key: (2) 2-9-002:023, provided the succeeding owner has not had a lease, permit, easement or other disposition of State lands terminated within the last five (5) years due to non-compliance with such terms and conditions.
4. Authorize the issuance of a perpetual non-exclusive easement to Michael and



Laurie Baker covering the subject area for access purposes 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 perpetual easement document form, as may be amended from time to time;
- B. The easement shall run with the land and shall inure to the benefit of the real property described as Tax Map Key: (2) 2-9-002:023, provided however: (1) it is specifically understood and agreed that the easement shall immediately cease to run with the land upon the termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantor of such transaction in writing, and shall notify Grantee's successors or assigns of the insurance requirement in writing, separate and apart from the easement document;
- C. Review and approval by the Department of the Attorney General; and
- D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

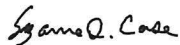
Respectfully Submitted,



---

Daniel Ornellas  
District Land Agent

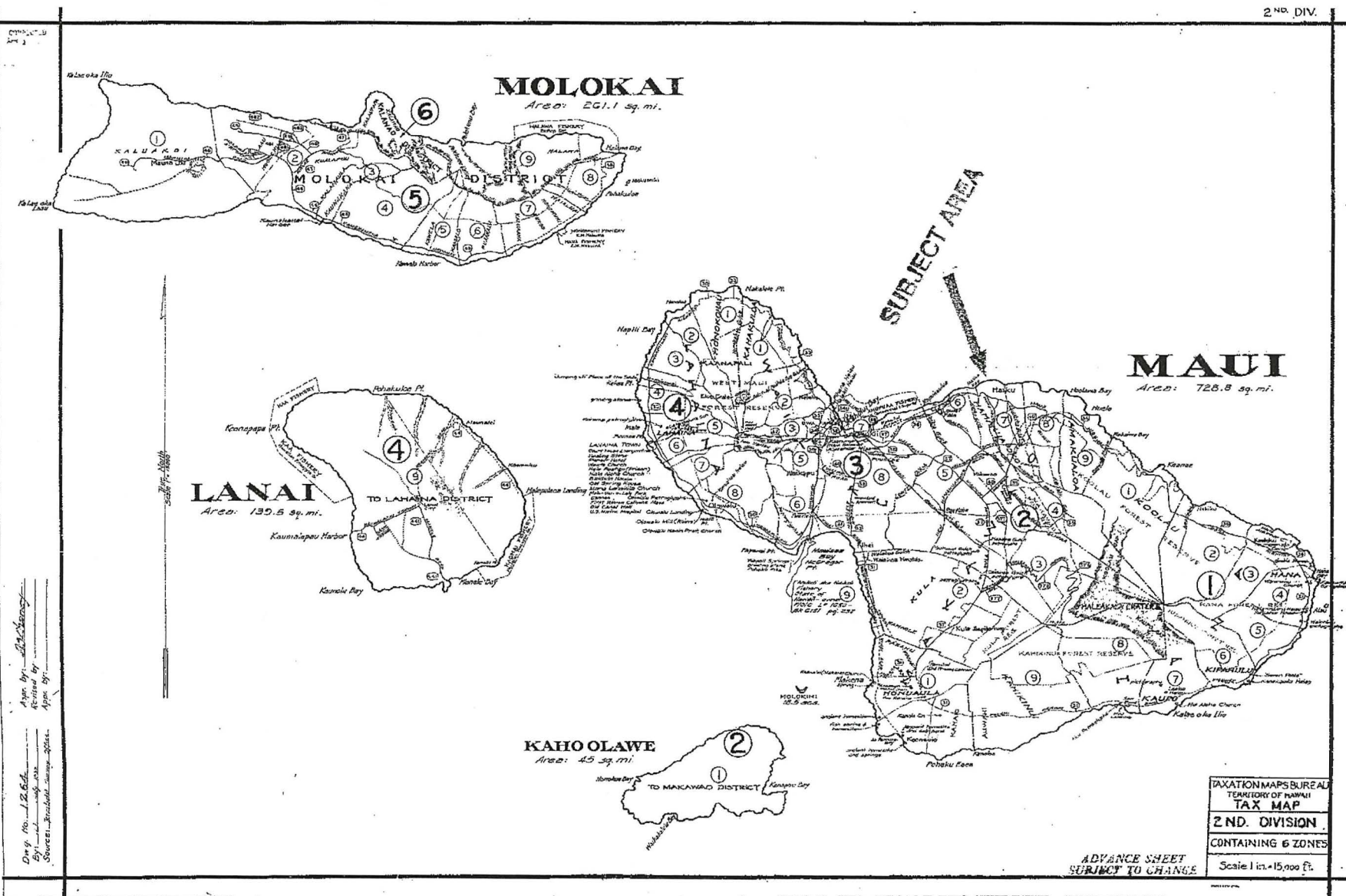
APPROVED FOR SUBMITTAL:

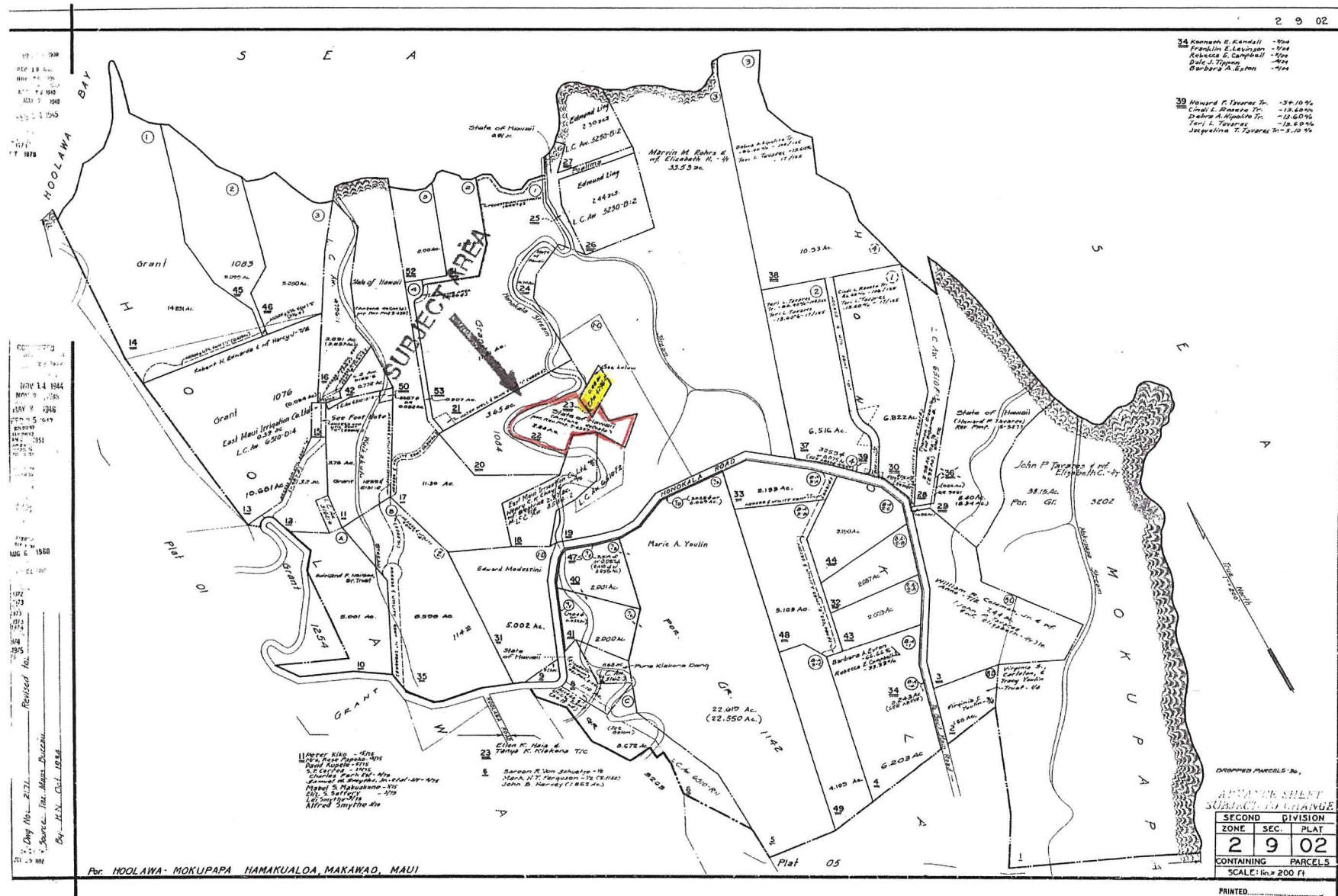


---

Suzanne D. Case, Chairperson









DAVID Y. IGE  
GOVERNOR OF HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

November 12, 2021

**SUZANNE D. CASE**  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

**ROBERT K. MASUDA**  
FIRST DEPUTY

**M. KALEO MANUEL**  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

## EXEMPTION NOTIFICATION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR

Project Title:	Issuance of Immediate Right-of-Entry and Grant of Perpetual, Non-Exclusive Easement to Michael and Laurie Baker for Access Purposes
Project / Reference No.:	PSF 20MD-049
Project Location;	Honokala - Hoolawa, Hamakualoa, Maui, Tax Map Key: (2) 2-9-002:022 por.
Project Description:	Right, privilege and authority to construct, use, maintain and repair a right-of-way over, under and across State-owned land for access purposes.
Chap. 343 Trigger(s):	Use of State Land
Exemption Class No. and Description:	In accordance with Hawaii Administrative Rules (HAR) § 11-200.1-15 and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to General Exemption Type 1 that states, "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing," and Part 1, Item 39 that states, "Creation or termination of easement, covenants, or other rights in structures or land." (Exhibit B)
Cumulative Impact of Planned Successive Actions in Same Place Significant:	No, this use has occurred for many years on a routine and regular basis.

Exhibit B



Action May Have  
Significant Impact on  
Particularly Sensitive  
Environment:

The requested area is a portion of State vacant and unencumbered land historically used for access purposes characterized by an existing dirt track flanked by pre-existing non-native flora and fauna. In addition, based on the analysis below, staff believes there would be no significant impact to sensitive environmental or ecological receptors.

Agencies Consulted:

DLNR: Division of Aquatic Resources, Department of Agriculture and County of Maui, Department of Public Works. Staff have no objections to the subject event.

Analysis:

The Board has permitted similar uses over vacant unencumbered lands in the past. The proposed activity is of a similar type and scope and continues to occur on this and other public lands across the State. Such activities have resulted in no known significant impacts, whether immediate or cumulative, to the natural, environmental and/or cultural resources in the area. Staff also believes that the request would involve negligible or no expansion or change in use of the subject area beyond that previously existing.

Recommendation:

That the Board find this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

EXHIBIT C-1



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

March 11, 2021 12:53 PM  
Doc No(s) A - 77400484

Doc 1 of 1  
Pkg 11721430 TAR

/s/ LESLIE T KOBATA  
REGISTRAR

LAND COURT

REGULAR SYSTEM

---

**AFTER RECORDATION, RETURN BY MAIL TO:**

Law Offices of Isaac Hall  
2087 Wells Street  
Wailuku, Maui, Hawaii 96793

Document contains 17 pages

---

**TITLE OF DOCUMENT:**

**GRANT OF EASEMENT  
(Access and Utilities)  
EXHIBITS "A" and "B"**

---

**PARTIES TO DOCUMENT:**

GRANTOR: EAST MAUI LANDHOLDINGS, LLC and  
GREGORY R. CHONG KEE, married

GRANTEE: MICHAEL J. BAKER and LAURIE A. BAKER,  
husband and wife

---

**PROPERTY DESCRIPTION:  
TAX MAP KEY NOS:**

(2) 2-9-002:018 Burdened Parcel  
(2) 2-9-002:023 Benefited Parcel

---

**LIBER/PAGE:  
DOCUMENT NO.:**

**CERTIFICATE  
OF TITLE NOS.:**

EXHIBIT D

**GRANT OF EASEMENT  
(Access and Utilities)**

THIS GRANT OF EASEMENT (Access and Utilities) is made this 5th day of March, 2021 by and between **EAST MAUI LANDHOLDINGS, LLC**, a Hawaii limited liability company, whose mailing address is 822 Bishop Street, Honolulu, HI 96813 and **GREGORY R. CHONG KEE**, married, whose address is 1782 Kaahumanu Avenue, Wailuku, HI 96793, hereinafter collectively called "GRANTOR", and **MICHAEL J. BAKER** and **LAURIE A. BAKER**, husband and wife, both whose address is [REDACTED] Haiku, HI 96708, hereinafter collectively called "GRANTEE,"

**WITNESSETH:**

WHEREAS, GRANTOR is the owner of that certain parcel of land situate at Hoolawa, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being Land Commission Award 8584, Apana 2, Royal Patent 5534, to Keoho, 2.57 acres in size, more or less, designated as TMK No. (2) 2-9-002:018, hereinafter called "GRANTOR'S LAND;" and

WHEREAS, GRANTEE is the owner of all of that certain parcel of land situate at Honokala, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being Land Commission Award 4796, Apana 4, Royal Patent 3245, to Kealoha, a kuleana, .455 acre in size, more or less, designated as TMK No. (2) 2-9-002:023, hereinafter called "GRANTEE'S LAND;" and

WHEREAS, kuleana access to GRANTEE'S LAND, a kuleana, has been afforded by an existing road from the nearest government road, Honokala Road, over, across and through property designated as TMK No. (2) 2-9-002:019, over, across and through certain State Lands, designated as TMK No. (2) 2-9-002:022 and over, across and through a small, triangular portion of GRANTOR'S LAND; and



WHEREAS, GRANTEE is securing kuleana easements across the properties designated as TMK No. (2) 2-9-002:019 and TMK No. (2) 2-9-002:022; and

WHEREAS, the GRANTEE has requested an easement over, across, and through a small triangular portion of the GRANTOR'S LAND, 141 square feet in area, that is within the building setback and has been used historically as a roadway, for access and utility purposes to "GRANTEE'S LAND", a kuleana; and

WHEREAS, the GRANTOR is willing to grant and convey an easement over, across and through GRANTEE'S LAND to the GRANTEE on the terms and conditions hereinafter set forth;

NOW, THEREFORE:

**WITNESSETH:**

That GRANTOR, in consideration of the sum of ONE DOLLAR (\$1.00) paid by GRANTEE and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions herein contained by GRANTEE to be observed and performed, does hereby grant and convey unto GRANTEE, its successors and assigns, for the benefit of and as an appurtenance to the property comprised of the kuleana identified as Land Commission Award 4796, Apana 4, Royal Patent 3245, to Kealoha, .455 acre in size, more or less, designated as TMK No. (2) 2-9-002:023 ("GRANTEE'S LAND"), a perpetual and nonexclusive easement (the "Easement") over, under and across the "Easement Area" (defined below) upon and in accordance with all of the following terms and conditions.

1. **Easement Area Defined.** The Easement Area comprises the area

described by the written metes and bounds as Easement AU-2 in Exhibit "A", attached hereto and hereby incorporated by reference and upon the survey map as Easement AU-2 in Exhibit "B", attached hereto and hereby incorporated by reference. The Easement Area is strictly limited to Easement AU-2 described in Exhibit A and at no time and in no event shall GRANTEE access or use any area outside of the specified Easement Area for any reason or for any purpose.

2. **Permitted Use.** GRANTEE shall at all times use the Easement Area solely for the following purposes:

- (a) To pass and repass on foot and in vehicles;
- (b) To construct, maintain, operate, and repair an access roadway; and
- (c) To install, operate, maintain, repair, replace underground water and sewer lines and underground wires for electricity, telephone, cable TV, and other underground utilities.

3. **Relocation of Easement Area.** At any time and from time to time GRANTOR may relocate 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, shall be borne by GRANTOR at no cost to GRANTEE;
- (b) Said relocated Easement 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 herein.

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.

4. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of any access road, and all costs and expenses related to the construction, operation, repair, and maintenance of any utilities, landscaping, or other improvements installed in the Easement Area 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 GRANTOR'S LAND, including the Easement Area, 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.

5. **Responsibility and Indemnification.** GRANTEE will at all times (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any government 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 the Easement Area reasonably clear of litter and refuse; (d) keep and maintain the Easement Area in a reasonably safe condition for vehicular and pedestrian ingress and egress and keep and maintain all utility lines and other improvements in good repair and condition; (e) not permit the Easement Areas to be used for any purpose other than the purposes expressly permitted under paragraph 2 above; (f) not permit any vehicles to be parked or stored within the Easement Area; (g) complete the construction of all improvements and the installation of all utility lines promptly

and with due care and diligence and free and clear of all liens; (h) 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 (i) not permit the Easement Area to be used by the general public or for any commercial or public purpose. GRANTEE will indemnify and defend GRANTOR and hold GRANTOR harmless against all claims, loss, damages, liability and expense (including reasonable attorneys' fees) incurred or suffered by GRANTOR and all actions or proceedings by whomsoever brought or made against GRANTOR with respect to (i) any acts or omissions of the GRANTEE or anyone claiming by, through or under GRANTEE, or (ii) any breach of GRANTEE's covenants or obligations under this Grant. The indemnification obligation in this Section shall survive termination of this Grant of Easement.

6. **Use of Easement Area by GRANTOR.** This Grant is nonexclusive and GRANTEE recognizes that GRANTOR shall have the right to use and grant to others the right to use (without the necessity of any consent or joinder of GRANTEE) the Easement Area for their own purposes and operations; provided that GRANTEE'S uses thereof shall not thereby be obstructed or unreasonably interfered with.

7. **Plan Review.** Prior to commencing any construction within the Easement Area, GRANTEE shall furnish the plans and specifications for such work to GRANTOR for its review and approval, which shall not be unreasonably withheld.

8. **Insurance.** GRANTEE shall maintain at all times at its sole cost and expense, a policy or policies of general liability insurance covering bodily injury, contractual liability, completed operations and property damage arising out of the use, occupancy, construction, repair, operation, and maintenance of the Easement Area with such reasonable



limits as determined by GRANTOR from time to time, but initially with limits of not less than \$2,000,000 per occurrence. GRANTEE shall also maintain automobile insurance with limits not less than \$1,000,000 per accident covering all owned, non-owned, leased and rented vehicles used by GRANTEE within the Easement Area and workers' compensation insurance as required by law. Grantee's insurer or insurers shall waive their right of subrogation in favor of GRANTOR. Such policy or policies shall be written by an insurance company duly licensed to do business in the State of Hawaii (or approved in writing by GRANTOR), shall name GRANTOR and other parties as required by GRANTOR from time to time as an additional insured, and shall provide that such policy may not be canceled or modified without not less than thirty (30) days prior written notice to the GRANTOR. GRANTEE shall provide upon execution of this Grant of Easement and at annual renewal thereafter, satisfactory evidence to GRANTOR that such insurance policy or policies are in full force and effect. GRANTEE'S property shall be the sole responsibility of GRANTEE. Grantee's general liability insurance shall be primary and shall insure performance by GRANTEE of the provisions of Section 5. **Responsibility and Indemnification**, of this Grant of Easement. The limits of such insurance shall not be construed as GRANTEE'S maximum liability under this Grant of Easement. GRANTEE shall require their contractors and consultants working within the Easement Areas to procure and maintain throughout the term of their engagement insurance policies with coverage and limits appropriate for a company in their respective business including completed operations.

**9. Termination of Easement Rights.** If GRANTEE fails to fulfill its obligations under this Grant of Easement or fails to comply with the terms and conditions of this Grant of Easement and such failure is not cured within ten (10) days after GRANTOR provides written

notice of such failure to GRANTEE, then GRANTOR shall have the right to terminate this Grant of Easement upon ten (10) days prior written notice to GRANTEE. After such ten (10) day notice period, GRANTOR may, at GRANTOR'S election, record a Declaration and Termination of Easement in the Bureau of Conveyances of the State of Hawaii specifying the default and effective date of the termination and GRANTEE acknowledges and agrees that the Declaration and Termination of Easement shall be effective to terminate this Grant of Easement and the rights of GRANTEE under this Grant of Easement.

**10. Binding Effect.** All the terms and conditions of this Grant 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 Grant shall be appurtenant to and for the benefit of GRANTEE'S LAND and shall run with the land. The terms "GRANTOR" and "GRANTEE" herein shall include their respective successors in interest.

**11. Governing Law.** This Grant shall be governed by and construed under the laws of the State of Hawaii.

**12. Advances.** If GRANTEE should fail to perform any of GRANTEE'S obligations under this Grant, GRANTOR shall have the right (but not the obligation) to cure such default, and all sums of money expended by GRANTOR in connection therewith shall be paid by GRANTEE to GRANTOR on demand.

**13. Interest.** All sums not paid when due under this Grant shall bear interest until paid in full at the rate of one percent (1%) per month.

**14. Enforcement.** Each party hereto may enforce his, her, 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 Grant 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. **"As is"**. GRANTOR has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the Easement Area, and GRANTEE accepts the Easement Area in completely "as is" condition, with full assumption of the risks and consequences of such conditions.

16. **Notices**. All notices or other communications given by either party hereto shall be deemed to have been duly given to and received by the other party upon the earlier to occur of (a) actual receipt by the other party or (b) three (3) business days after having been deposited in the United States mails, addressed to the other party at the address set forth in the introductory paragraph of this Easement, or to such other address as such other party may have given notice of in accordance with the foregoing provisions.

17. **No Waiver**. No failure by any party to insist upon the strict performance by the other party of any of the terms or provisions of this Grant shall be deemed to be a waiver of any such terms or provisions or of the other party's obligation to comply with such terms and provisions, and notwithstanding such failure each party shall have the right thereafter to insist upon the other party's strict performance of such terms and provisions. Any waiver of the terms and provisions of this Grant shall not be effective unless given in writing

18. **Severability**. If for any reason any of the provisions of this Grant of Easement shall be unenforceable or ineffective, all of the other provisions shall remain in full force and effect.

19. **Counterparts**. This Agreement may be executed in one or more

counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

(Remainder of Page Intentionally Left Blank- Signature Page Follows)



IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this instrument to be executed as of the day and year first above written.

**EAST MAUI LANDHOLDINGS, LLC**, a Hawaii limited liability company

By Alexander & Baldwin, LLC, Series R, a series of a Delaware limited liability company  
Its Manager

By   
Name: **CHRISTOPHER BENJAMIN**  
Its **PRESIDENT**

By   
Name: **LANCE K. PARKER**  
Its **SENIOR VICE PRESIDENT**

  
**GREGORY R. CHONG KEE**

“GRANTOR”

\_\_\_\_\_  
**MICHAEL J. BAKER**

\_\_\_\_\_  
**LAURIE A. BAKER**

“GRANTEE”

EXHIBIT D

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this instrument to  
be executed as of the day and year first above written.

**EAST MAUI LANDHOLDINGS, LLC**, a Hawaii  
limited liability company

By Alexander & Baldwin, LLC, Series R, a series of a  
Delaware limited liability company  
Its Manager

By \_\_\_\_\_  
Name:  
Its \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Its \_\_\_\_\_

\_\_\_\_\_  
**GREGORY R. CHONG KEE**

**“GRANTOR”**

  
**MICHAEL J. BAKER**

  
**LAURIE A. BAKER**

**“GRANTEE”**

EXHIBIT D

STATE OF HAWAII

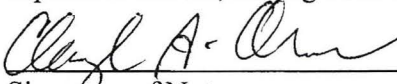
)

) ss

CITY AND COUNTY OF HONOLULU

)

On this 5<sup>th</sup> day of March, 2021, before me personally appeared  
CHRISTOPHER BENJAMIN and LANCE K. PARKER, 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 of Notary

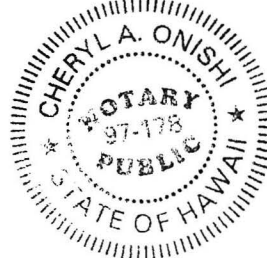
CHERYL A. ONISHI

Print Name of Notary

Notary Public, State of Hawaii

Commission No. 97-178

My commission expires: APR 17 2021



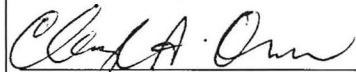
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement  
(Access and Utilities) Exhibits "A" and "B"

Document Date: Undated at time of notarization

No. of Pages: 17

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



Signature of Notary

CHERYL A. ONISHI

Printed Name of Notary:

3/5/21  
Date of Notarization and  
Certification Statement

(Notary Stamp or Seal)

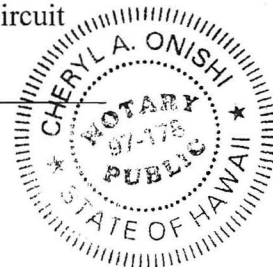


EXHIBIT D





STATE OF HAWAII           )  
  ) ss  
COUNTY OF MAUI         )

On this 19<sup>th</sup> day of Feb., 2021, before me personally appeared MICHAEL J. BAKER and LAURIE A. BAKER, husband and wife, to me personally known, who, being by me duly sworn or affirmed, did say that they executed the foregoing instrument as their free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

  
Signature of Notary **GWEN VIDA**

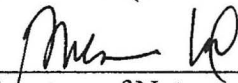
Print Name of Notary  
Notary Public, State of Hawaii  
Commission No. 98-511  
My commission expires: EXPIRATION: October 11, 2022



NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Grant of Easement  
(Access and Utilities) Exhibits "A" and "B"

Document Date: undated  
No. of Pages: 16  
Jurisdiction (in which notarial act is performed): Second Circuit

  
Signature of Notary  
**GWEN VIDA**

Date of Notarization and  
Certification Statement  
(Notary Stamp or Seal)

Printed Name of Notary:



## EXHIBIT A

### LAND DESCRIPTION

#### Easement "AU-2"

An easement for access and utility purposes in favor of Royal Patent 3245, Land Commission Award 4796, Apana 4 to Kealoa [T.M.K.:(2)2-9-02:23] affecting Land Commission Award 8584, Apana 2 to Keoho.

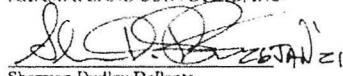
Situate at  
Honokala, Hamakualoa, Haiku, Maui, Hawaii  
Tax Map Key:(2)2-9-02:Portion of 18

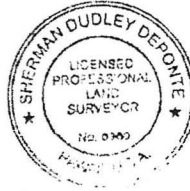
Beginning at a 1" pipe (found) at the Northeasterly corner of this easement, being the Northerly corner of Lot 1-C of the Huelo Hui Partition [T.M.K.:(2)2-9-02:19] being a Southerly corner of Government Remnant Parcel 2 (C.S.F. 4670) [T.M.K.:(2)2-9-02:22 (Part 1)] the coordinates of said point of beginning are based on record information and referred to Government Survey Triangulation Station "KAPUAL" being 7,631.86 feet North and 14,870.71 feet East and running by azimuths measured clockwise from True South; thence,

- |    |              |       |  |
|----|--------------|-------|--|
| 1. | 29° 30' 00"  | 7.85  | feet along the Northwesterly property boundary line of Lot 1-C of the Huelo Hui Partition [T.M.K.:(2)2-9-02:19] to a point; thence,  |
| 2. | 128° 27' 00" | 36.36 | feet along the remainder of Land Commission Award 8584, Apana 2 to Keoho [T.M.K.:(2)2-9-02:18] to a point; thence,   |
| 3. | 296° 00' 00" | 35.98 | feet along the Southerly property boundary line of Government Remnant Parcel 2 (C.S.F. 4670) [T.M.K.:(2)2-9-02:22 (Part 1)] to the point of beginning and containing an area of 141 square feet. |

This work was done by me or  
under my direct supervision.

AKAMAILAND SURVEYING, INC.

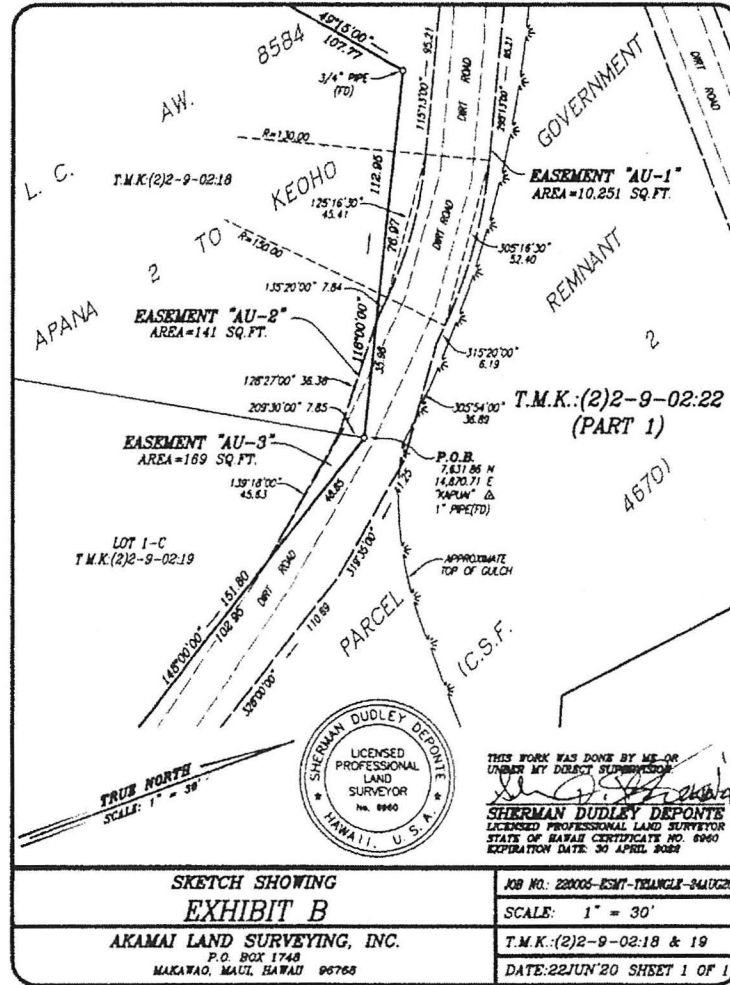
  
Sherman Dudley DePonte  
Licensed Professional Land Surveyor  
State of Hawaii Certificate No. 6960  
Expires: April 30, 2022  
220005 (1/26/21- WN)



END OF EXHIBIT A

EXHIBIT D

# EXHIBIT B



END OF EXHIBIT B

EXHIBIT D

DAVID EARL SELLERS, JR.  
SHELLEY LEEMOR SELLERS

P.O. Box 948,  
Haiku, HI 96708  
September 2, 2020

Via Hand Delivery

Mr. Daniel Ornellas  
Maui District Land Agent  
Land Division  
Department of Land and Natural Resources  
State of Hawaii  
130 Mahalani Street,  
Wailuku, Hawaii 96793


Re: Application of Michael J. Baker and Laurie A. Baker  
For Grant of Easement Across State Lands, TMK (II) 2-9-2:20;  
To Obtain Access to Their Kuleana, TMK No. (II) 2-9-002:023

Dear Mr. Ornellas:

We understand that Michael and Laurie Baker are seeking access easements from the nearest government road, Honokala Road, to their kuleana (L C Aw 4796, Apana 4, TMK No. (II) 2-9-002:023) which will cross Grant 1142, TMK No. (II) 2-9-002:019 ("Parcel 19"), which we own, and will also cross State Lands (TMK No. (II) 2-9-002:022), after which the easement will join with the Bakers' kuleana.

We have now agreed to convey to the Bakers a Grant of Easement across our land (Parcel 19), from Honokala Road to, and along, the State Lands. We have no objection to, and do not oppose, the approval by the Board of Land and Natural Resources, State of Hawaii ("BLNR") of a Grant of Easement, and immediate right of entry, to the Bakers, across State Land to the Bakers' kuleana.

Sincerely,

  
\_\_\_\_\_  
David Earl Sellers, Jr.

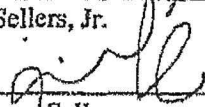
  
\_\_\_\_\_  
Shelley Leemor Sellers

EXHIBIT E



## AGREEMENT

This **AGREEMENT** is by and among DAVID EARL SELLERS, JR. and SHELLEY LEEMOR SELLERS, husband and wife, both of whose address is [REDACTED] Haiku, HI 96708, hereinafter called "GRANTOR", and MICHAEL J. BAKER AND LAURIE A. BAKER, married, both whose address is [REDACTED] Haiku, HI 96708, hereinafter called "GRANTEE," collectively called the "PARTIES."

WHEREAS, GRANTOR is the owner of that certain parcel of land situate at Honokala, Hamakualoa, Island and County of Maui, State of Hawaii, being a portion of Royal Patent Grant Number 1142 to Keoho and Makue and being Lot 1-C of the "Huelo Hui Partition," area 6.83 acres, more or less, designated as TMK (II) 2-9-002:019, hereinafter called "GRANTOR'S PARCEL," and

WHEREAS, GRANTEE is the owner of all of that certain parcel of land situate at Honokala, Hamakualoa, District of Makawao, Island and County of Maui, State of Hawaii, being Land Commission Award 4796, Apana 4, Royal Patent 3245, to Kealoha, a kuleana, .455 acres in size, more or less, designated as TMK No. (II) 2-9-002:023, hereinafter called "GRANTEE'S PARCEL" and

WHEREAS, the PARTIES agree to facilitate kuleana access easements by which the GRANTEE obtains access from the nearest government road, Honokala Road, to the GRANTEE'S PARCEL. The easement will cross GRANTOR'S PARCEL at which point the easement will cross a Government Remnant, designated as TMK (II) 2-9-2:22, Part I, area 1.866 acres, more or less ("State Land"), and cross a small portion of L C Aw 6510-F2, owned by the GRANTOR, designated as TMK No. (II) 2-9-002:019, por., (Easement C-2) after which the easement will join with the GRANTEE'S kuleana.

WHEREAS, the Board of Land and Natural Resources, State of Hawaii ("BLNR") conditions the approval of a Grant of Easement, or immediate right of entry, across State Land to the GRANTEE on the GRANTEE securing easements across other lands necessary to obtain access from the nearest government road, Honokala Road, to GRANTEE's kuleana. The GRANTOR, likewise, conditions the approval and use of a Grant of Easement to the GRANTEE on the GRANTEE securing easements across other land necessary to obtain access from the nearest government road, Honokala Road, to the GRANTEE'S kuleana. As such, GRANTEE will seek basically concurrent approvals of a Grant of Easements, and/or an immediate right of

entry, from the BLNR and a Grant of Easement and/or a Temporary License from the GRANTOR.

WHEREAS, the PARTIES have reached an agreement upon the following documents:

- \* This Agreement;
- \* The Grant of Easement over the GRANTOR's property;
- \* A "no objection" letter to DLNR; and
- \* An Escrow Agreement.

NOW, THEREFORE:

I. Agreement Upon, and Execution of, Documents

A. The Sellers, as GRANTOR, and the Bakers, as GRANTEE, have agreed upon the written terms and conditions of a Grant of Easement over and across property owned by the GRANTOR, which will be recorded in the Bureau of Conveyances, State of Hawaii, in accordance with this Agreement. A true copy of this Grant of Easement document is attached to this Agreement as Exhibit A and hereby incorporated by reference.

B. The GRANTOR shall sign, on or by September 2, 2020, a document stating that they have no objections to the approval of a Grant of Easement or an immediate right of entry by the BLNR to GRANTEE across State Land to gain access to the otherwise landlocked kuleana of GRANTEE and that the GRANTOR has agreed to execute, record and deliver a Grant of Easement to the GRANTEE across their property from Honokala Road to the State Land and over a portion of their kuleana, L C Aw 6510-F2. A true copy of this document is attached to this Agreement as Exhibit B and is hereby incorporated by reference. GRANTOR shall not oppose or interfere with GRANTEE'S application for an easement across State Land.

C. The "no objection" document shall be delivered to the Department of Land and Natural Resources ("DLNR") Maui Land Agent upon execution of this "Agreement" and agreement upon the written terms and conditions of the "Grant of Easement" as provided in Paragraph I.A. above.

D. The Sellers, as GRANTOR, and the Bakers, as GRANTEE, have agreed upon the written terms and conditions of an Escrow Agreement. A true copy of this document is attached to this Agreement as Exhibit D and is hereby incorporated by reference.

II. Preparation of Exhibits to Grant of Easement from GRANTOR to GRANTEE

A. Survey maps and written metes and bounds descriptions of Easement A, the portion of Easement C, Easement C-1 and Easement C-2 need to be prepared to be attached as



Exhibits to the Grant of Easement from GRANTOR to GRANTEE. These survey maps and written metes and bounds descriptions of Easement A, the portion of Easement C, Easement C-1 and Easement C-2 shall be prepared, in the first instance, by a surveyor, licensed in the State of Hawaii, selected by GRANTOR, with all the costs thereof paid for by GRANTOR. These survey maps and written metes and bounds descriptions shall, upon completion, be provided to GRANTEE and GRANTEE's surveyor, Akamai Land Surveying, Inc. These survey maps and written metes and bounds descriptions of Easement A, the portion of Easement C, Easement C-1 and Easement C-2 shall not be considered final and shall not be attached as Exhibits to the Grant of Easement from GRANTOR to GRANTEE until they have been reviewed and approved by Akamai Land Surveying, Inc. All costs of the review and approval by Akamai Land Surveying, Inc. shall be paid for by GRANTEE. If Exhibits have not been prepared by the surveyor for GRANTOR when private escrow is ready to record the Grant of Easement, as provided below, the PARTIES agree that Exhibits prepared by Akamai Land Surveying, Inc. may be attached to the Grant of Easement.

B. Because the survey maps and written metes and bounds descriptions described in Paragraph II. A. above will not be prepared on or by September 2, 2020, the written terms and conditions contained in the Grant of Easement are hereby approved without these Exhibits attached with the understanding by the parties that these Exhibits shall be attached to the Grant of Easement when these Exhibits are prepared, reviewed and approved as provided in Paragraph II. A. above and that the Grant of Easement, with Exhibits A through E appropriately attached, shall be fully executed by the PARTIES at that time and recorded in the Bureau of Conveyances, State of Hawaii.

C. Pending preparation, review and approval of the Exhibits referenced in Paragraph II. A. above, and as guides in the preparation, review and approval of the Exhibits referenced in Paragraph II. A. above, the PARTIES agree that:

(1) the descriptions of Easements A and the portion of Easement C shall be as described by survey map and written metes and bounds descriptions as described in the Access and Utility Easement Agreement dated June 23, 2014 from Huelo Hui LP to Joseph Carl Caro and Elizabeth Mary Caro and Bruce James McKinney and Evan G. McKinney recorded on July 14, 2014 in the Bureau of Conveyances of the State of Hawaii as Document Number A53080630 ("the Caros and McKinneys Easements");

(2) the description of Easements C-1 and C-2 shall be guided by the map attached hereto as Exhibit "C"; and

(3) the location of the temporary license area shall be over and across Easement C-1, or, if construction work is being performed on Easement C-1, within an area, a minimum width of twenty feet, running parallel to Easement C-1, on the Honokala Road side of Easement C-1, as shown on the map attached hereto as Exhibit "C".

III. Agreement Upon Use of Private Escrow:

A. The original, executed "Agreement", "Grant of Easement" and funds amounting to the purchase price shall be delivered to Mr. Gary Robert, Esq., 808 Waine'e Street, Suite #201, Lahaina, HI 96761, an attorney licensed to practice law in the State of Hawaii and authorized by law to act as escrow, agreed upon by the PARTIES, along with the "Escrow Agreement" containing irrevocable escrow instructions. These documents and funds shall be held by the Escrow Agent until the terms of the irrevocable escrow instructions have been satisfied at which time the actions described in the irrevocable escrow instructions shall be taken by the Escrow Agent.

B. The irrevocable escrow instructions shall provide that:

(1) Upon either:

a. Proof of the receipt by Grantee of the written approval of the Board of Land and Natural Resources of the State of Hawaii of immediate access across State Lands to the Grantee's kuleana, or

b. Proof of the recordation in the Bureau of Conveyances of the State of Hawaii of a Grant of Easement over the State Lands conveyed by the Board of Land and Natural Resources of the State of Hawaii to Grantee, whichever takes place first; and

(2) Upon either:

a. The completion of the Initial Treatment of Easement C-1 as provided in the Grant of Easement document, or

b. A Temporary License has been granted by Grantor to Grantee, over Grantor's parcel, as provided above, whichever takes place first, and

c. In either case, access over Grantor's parcel is available for vehicular use by Grantee from Honokala Road to the State Lands as well as across Easement C-2.



(3) Then, the Escrow Agent is authorized to deliver the full purchase price recited above to Grantor upon compliance with the following:

a. Upon Grantor's compliance with Subsections (1) and (2) above, and

b. After the Grant of Easement from Grantor to Grantee has been fully executed by the parties, with Exhibits A through E appropriately attached, and after the Grant of Easement has been recorded in the Bureau of Conveyances, State of Hawaii and after recorded copies of the Grant of Easement have been delivered to both of Grantor and Grantee.

(4) The costs of escrow shall be shared equally by the parties.

IV. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No persons other than the parties hereto shall have any rights under or by reason of this Agreement.

B. Each party hereto may enforce his or its rights set forth in this Agreement document, after good faith mediative efforts, 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.

C. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

**If to Grantor:**

DAVID EARL SELLERS, JR. and SHELLEY LEEMOR SELLERS

Haiku, HI 96708

**If to Grantee:**

**MICHAEL J. BAKER and LAURIE A. BAKER**

**Haiku, HI 96708**

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

D. The headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning of interpretation of this Agreement.

E. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

F. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the parties hereto, and any waiver shall be effective only in the instance and for the purpose for which given.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to principles of conflicts of law.

H. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

I. This Agreement may be executed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Escrow Agreement may be executed and exchanged by facsimile transmission with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be executed as of the day and year first above written.

(Remainder of Page Intentionally Left Blank)

(Signature page for Agreement)

---

DAVID EARL SELLERS, JR.

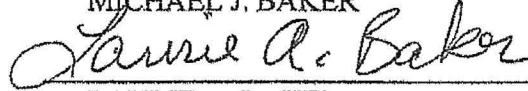
---

SHELLEY LEEMOR SELLERS

"GRANTOR"

A handwritten signature in cursive script, appearing to read "Michael J. Baker", written over a horizontal line.

MICHAEL J. BAKER

A handwritten signature in cursive script, appearing to read "Laurie A. Baker", written over a horizontal line.

LAURIE A. BAKER

"GRANTEE"

  
\_\_\_\_\_  
DAVID EARL SELLERS, JR.

  
\_\_\_\_\_  
SHELLEY LEMOR SELLERS

"GRANTOR"

\_\_\_\_\_  
MICHAEL J. BAKER

\_\_\_\_\_  
LAURIE A. BAKER

"GRANTEE"



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED March 14, 2019 8:01 AM  
Doc No A70120019  
CONVEYANCE TAX: \$115.00  
  
/s/ LESLIE T. KOBATA, Registrar  
SKC 4

Return by mail(X) pick-up( )

Michael J. Baker and Laurie A. Baker  
[REDACTED]  
Haiku, HI 96708



This document has 4 pages  
Escrow No. NXHI-0310931  
Order No.: NXHI-0310931

Tax Map Key No.: 2/ 2-9-002-023

**WARRANTY DEED**  
(subject to "As Is" condition)

THIS WARRANTY DEED (subject to "As Is" condition) is dated March 11, 2019. **MOSES KAHILI KIAKONA, unmarried, of Volcano, Hawaii,** hereinafter called the "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor paid by **MICHAEL J. BAKER and LAURIE A. BAKER, husband and wife, whose address is [REDACTED] Haiku, Hawaii 96708,** hereinafter called the "Grantee", the receipt of which is acknowledged, grants and conveys unto the Grantee, as **tenants by the entirety, their assigns, and the survivor of the Grantee and his or her heirs, devisees, personal representatives, and assigns,** the property described in the attached Exhibit "A", hereinafter called the "property".

AND the reversions, remainders, rents, issues and profits and all of the estate, right, title and interest of the Grantor, both at law and in equity, in and to the property.

TO HAVE AND TO HOLD the property, including the improvements thereon, and all rights, easements, privileges and appurtenances belonging or appertaining to or held and enjoyed with the property, unto the Grantee according to the tenancy set forth herein, forever.

The property described in said Exhibit "A" is subject to an Existing "AS IS" Condition Addendum, with all land and improvements (including but not limited to the roof, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.), real property, and personal property (if any) being conveyed in their existing "AS IS" CONDITION WITHOUT WARRANTY OR REPRESENTATIONS, EXPRESSED OR IMPLIED.

The Grantor covenants with the Grantee that the Grantor is lawfully seised in fee simple of the property and has good right to sell and convey the property; that the property is free and clear of all encumbrances except as set forth herein and except for the lien of real property taxes not yet required by law to be paid; and that the Grantor will warrant and defend the property unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

This instrument and the covenants of the Grantor shall be binding upon the Grantor and inure to the benefit of the Grantee. The terms "Grantor" and "Grantee" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each of their respective heirs, personal representatives, successors in interest and assigns. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several.

IN WITNESS WHEREOF, the undersigned has executed this instrument.

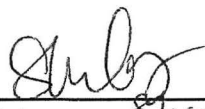
  
\_\_\_\_\_  
**MOSES KAHILI KIAKONA**

Grantor

State of Hawaii                                 )  
County of Hawaii                            )   SS.

On March 11, 2019, before me personally appeared **MOSES KAHILI KIAKONA**, to me personally known, 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. By my signature below, I further certify that the above-named executed this 4 page document entitled Warranty Deed (subject to "As Is" condition) dated March 11, 2019 in the Third Circuit of the State of Hawaii and that this acknowledgement is deemed to include my Notary Certification.



  
\_\_\_\_\_  
Type or print name: Shannon M. Cortez  
Notary Public, State of Hawaii  
My commission expires: October 20, 2022

### **Exhibit "A"**

All of that certain parcel of land described as that certain real property situate at Holawa, Makawao, Island and County of Maui, State of Hawaii, being Land Commission Award 4796:4, and containing an area of 0.48 acre, more or less, and further identified by Tax Map Key No. (2) 2-9-002-023.

Being of the land conveyed by the following:

- 1) QUITCLAIM DEED to MOSES KAHILI KIAKONA, unmarried, dated February 21, 2017, recorded March 10, 2017 as Document No. A-62780912.
- 2) CORRECTION DEED to MOSES KAHILI KIAKONA, unmarried, dated November 14, 2017, recorded November 21, 2017 as Document No. A-65340878, regarding typographical error by describing the area of property therein as ".048 acres, more or less" instead of "0.48 acres, more or less".

Subject to the following:

1. Reservations in favor of the State of Hawaii of all mineral and metallic mines, including, but not limited to, geothermal rights, and the right to remove the same, all right, title, interest or claim to waters having their source upon or flowing over or under the property, easement for the free flowage of waters through, over, under and across the property, and any interests in the property that may have escheated to the State.
2. The apparent lack of a right of access to and from the land to a public road.

**End of Exhibit "A"**