

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

January 12, 2024

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

LOD S-28213
PSF 23MD-077
Maui

Consent to Assign Grant of Perpetual, Non-Exclusive Easement to Construct, Use, Maintain and Repair an Access Utility Easement under Land Office Deed No. S-28213, from Garret W.C. Hew and Mary Michael Hew, Assignors, to Diana Bray and Leigh Bray, Assignees; Kalihi, Makawao, Maui, Hawaii, Tax Map Key (2) 2-1-004: por. 114,

and

Amend Land Office Deed No. S-28213 to: 1) delete the portion of the easement corridor located on lands conveyed to Department of Hawaiian Home Lands; 2) allow the easement to "Run with the Land," and be assignable without the written consent of the Board of Land and Natural Resources, and 3) update the minimum liability insurance required under the easement to \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate.

APPLICANT:

Garret W. C. Hew and Mary Michael Hew

LEGAL REFERENCE:

Sections 171-6, -13, and -36 (a) (5); Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands situated at Kalihi, Makawao, Maui, Hawaii, Tax Map Key (2) 2-1-004: por. 114, as shown on the attached map labeled *Exhibit "1-A, 1-B, and 1-C"*.

LAND AREA:

Original easement area: 3,291 square feet, more or less.
Area after deletion of area on DHHL lands: 2,347 square feet, more or less.

ZONING:

State Land Use District: Agriculture and Conservation
County of Maui CZM: Agriculture

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

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

CURRENT USE STATUS:

Encumbered under Land Office Deed No. S-28213 to Garret W.C. Hew and Mary Michael Hew.

CHARACTER OF USE:

Right, privilege and authority to construct, use, maintain and repair an access utility easement.

TERM OF EASEMENT:

Perpetual.

DCCA VERIFICATION:

ASSIGNOR:

Not applicable, assignors are individual persons and not required to register with DCCA.

ASSIGNEE:

Not applicable, assignees are individual persons and not required to register with DCCA.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules (HAR) § 11-200.1-15 and -16 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 negligible or no expansion or change of use beyond that previously existing," and Part 1, Item 37, "Transfer of title to land." The subject request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment and the requirements of § 11-200.1-17, HAR, as a de minimis action.

REMARKS:

On November 19, 1993, the Board of Land and Natural Resources (BLNR), under Agenda Item F-6, approved the direct sale of a perpetual, non-exclusive easement for access and utility purposes to Garret W.C. Hew. The easement was to be located on government land identified by Tax Map Key: (2) 2-1-004: 114 (Parcel 114) por., situated at Kalihi, Makawao, Maui, Hawaii, which is outlined in bold on the map labeled Land Board Exhibit “1-A, 1-B, and 1-C”, attached.

In the meantime, and before the easement to Mr. Hew was documented, at its meeting of October 28, 1994, under Agenda Item H-6, the BLNR approved the conveyance of a large portion of Parcel 114, with a net area of 75.36 acres, to the Department of Hawaiian Home Lands (DHHL). The staff report to the BLNR neglected to mention the prior approval of the grant of easement to Mr. Hew over the same property. The conveyance to DHHL was effectuated by way of Land Patent Grant No. S-15,874 (LPG S-15,874) executed on March 22, 1996 (see *Exhibit “2”*, attached). LPG S-15,874 does not note any easement encumbrance in favor of Mr. Hew over Parcel 114.

By letter dated August 4, 1997, Mr. Hew requested to amend the BLNR’s approval of November 19, 1993 by including his wife, Mary Michael Hew, as an additional grantee. Accordingly, at its meeting of September 12, 1997, under Agenda Item D-14, the BLNR approved the amendment of its prior action to include Mary Michael Hew as an additional grantee on the easement. LOD S-28213 was thereafter issued to Garret W.C. Hew and Mary Michael Hew on December 1, 1997 (see *Exhibit “3”*, attached). The map and description attached to LOD S-28213 note that a portion of the easement corridor, designated as Easement 1, is located on DHHL lands. However, LOD S-28213 is signed only by the BLNR Chairperson and there is no signature of or consent by the Chairperson of the Hawaiian Homes Commission to the grant. Because the relevant portion of Parcel 114 had been conveyed to DHHL on March 22, 1996, the BLNR did not have authority to grant an easement over the same property as of December 1, 1997.

By way of application dated February 13, 2023, the DLNR Maui District Land Office received a request for Consent to the Assignment of LOD S-28213 from Garret W.C. Hew and Mary Michael Hew (Hews), Assignors, to Leigh Bray and Diana Bray (Brays), Assignees.

The Brays desired to accept and assume all rights, title, interest, and obligations in and to LOD S-28213. However, because a portion of the lands covered by LOD S-28213 is held in fee by DHHL, staff advised the applicant to obtain consent from DHHL for the portion of easement now under its ownership.

At its meeting on June 26, 2023, under Agenda Item F-5, the Hawaiian Homes Commission (HHC) unanimously approved the issuance of a perpetual License Agreement to the Hews over a portion of lands under LPG S-15874. HHC additionally consented to the assignment of the License Agreement from the Hews to the Brays.

The Hews conveyed their private property to the Brays by Warranty Deed dated July 12,

2023 (see *Exhibit “4”* attached).

On July 31, 2023, DHHL issued License Easement No. 858 to the Hews, as Licensees (see *Exhibit “5”*, attached). License Easement No. 858 covers the area corresponding to Easement 1 under LOD S-28213. Also on July 31, 2023, DHHL consented to the assignment of License Easement No. 858 from the Hews to the Brays (see *Exhibit “6”* attached).

On November 13, 2023, the Hews completed an assignment of a Non-Exclusive Easement to the Brays, covering Easement 1 and 2 of LOD S-28213. (see *Exhibit “7”* attached).

In light of DHHL’s issuance of License Easement No. 858, LOD S-28213 should be amended to delete Easement 1, covering 944 square feet, from the grant. LOD S-28213 will then only cover Easement 2 with an area of 2,347 square feet.

Staff has no objections to the assignment of Easement 2, LOD S-28213, as so amended, from the Hews to the Brays.

Staff further recommends that the Board amend LOD S-28213 to:

- 1) Allow the easement to “Run with the Land,” and be assignable without the written consent of the Board of Land and Natural Resources, and
- 2) Update the minimum liability insurance required under the easement to \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate to be consistent with current security requirements.

These amendments will bring LOD S-28213 in line with current easement grant forms used by the Department of the Attorney General.

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 and -16, 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 as a de minimis action.
2. Consent to Assign the Grant of Non-Exclusive and Perpetual Easement to Construct, Use, Maintain and Repair an Access Utility Easement, LOD S-28213, from Garret W.C. and Mary Michael Hew, as Assignors, to Diana Bray and Leigh Bray, as Assignees, subject to the following conditions:
 - a. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
 - b. Review and approval by the Department of the Attorney General; and

- c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

3. Amend LOD S-28213 to: (A) delete the portion of the easement corridor on Department of Hawaiian Home Lands land identified as Easement 1 consisting of 944 square feet, more or less; (B) replace paragraph 6 of the easement with the following: “The easement shall run with the land shall inure to the benefit of the real property described as Tax Map Key: (2) 2-1-004:037, provided however: (1) it is specifically understood and agreed that the easement shall immediately cease to run with the land upon the expiration or other 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) update the easement to include the current insurance provision, including the requirement of coverage in an amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and naming the State of Hawaii as Additional insured. The insurance shall cover the entire easement including all grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Grantee. The amendment is further subject to the following conditions:
 - a. The standard terms and conditions of the most current amendment of easement form, as may be amended from time to time;
 - b. Review and approval by the Department of the Attorney General; and
 - c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



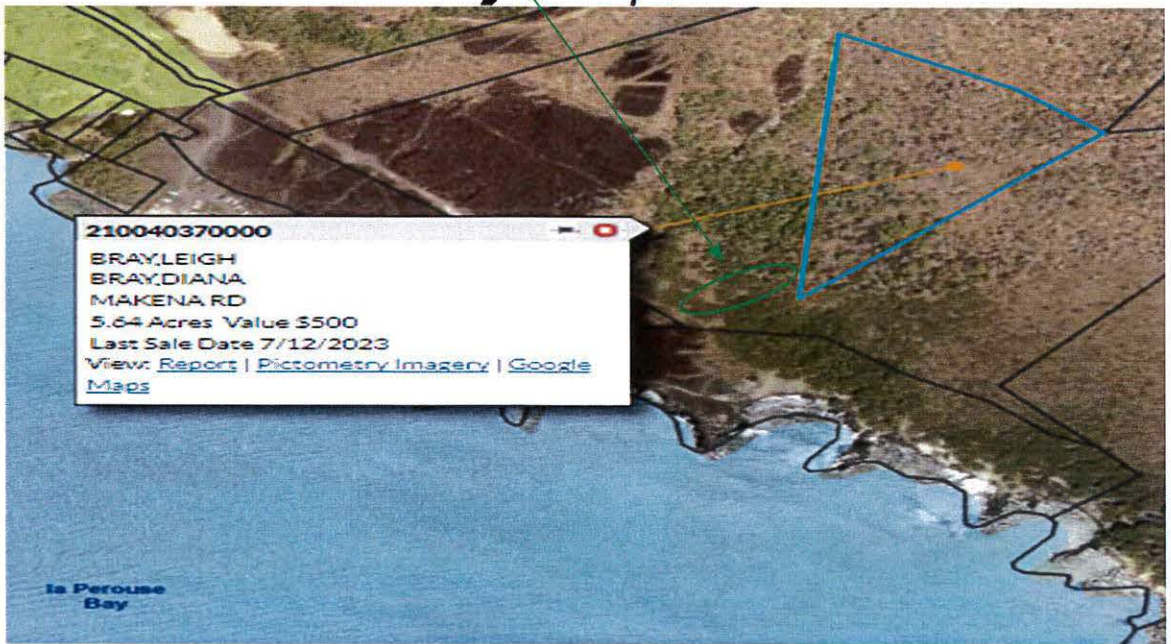
Ebony V. Butihi
Documentation Specialist RT KM ED

APPROVED FOR SUBMITTAL:



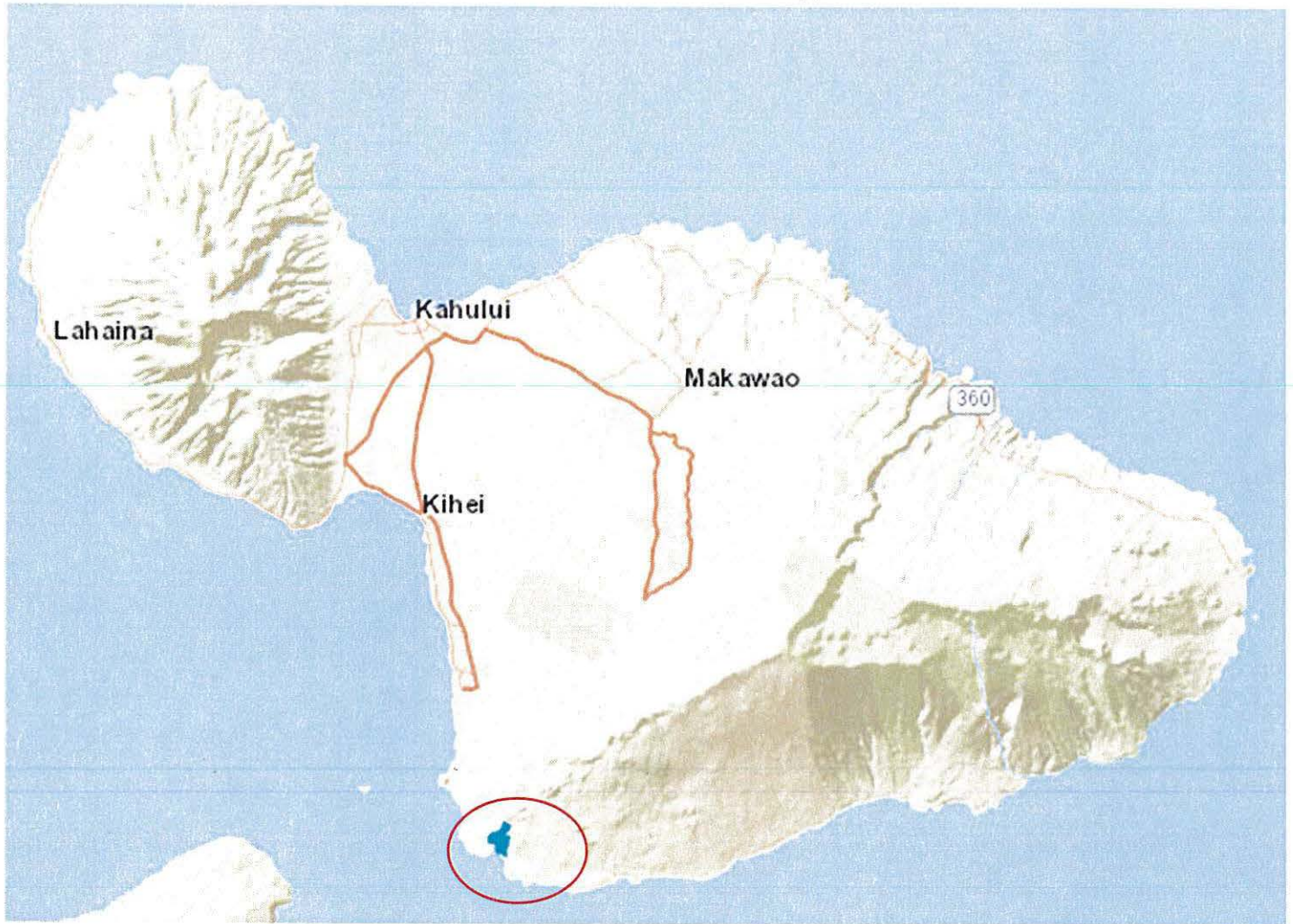
Dawn N. S. Chang, Chairperson

TMK Map (2) 2-1-004: por. 114 &
Areal Map of Real Property for (2) 2-1-004:037



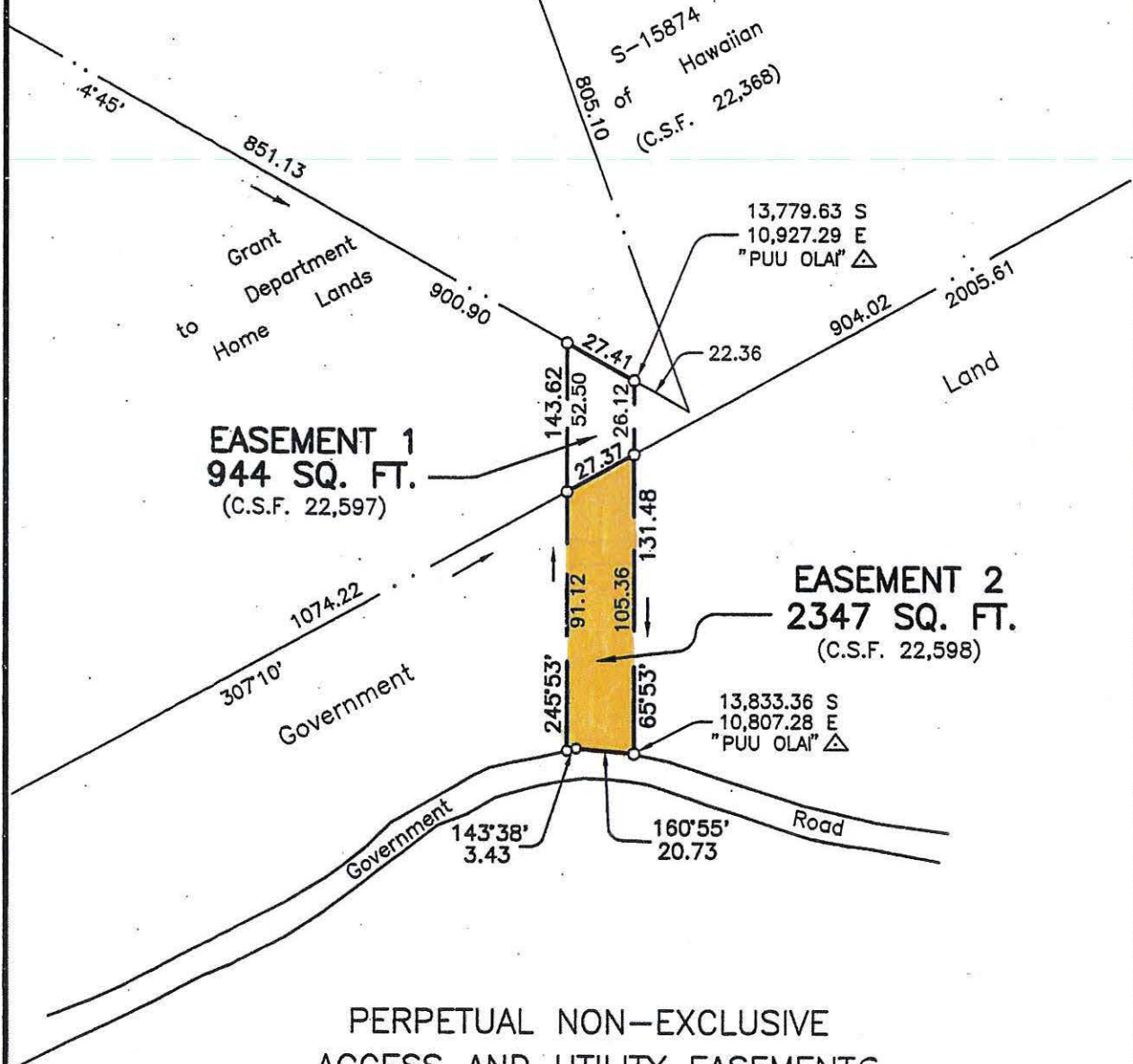
Maui Island Map of the Subject Area

TMK (2) 2-2-1-004: por. 114



Grant 1244, Apana 2
to J. M. Painter

TRUE NORTH
Scale: 1 in. = 50 ft.



PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENTS
EASEMENTS 1 AND 2
Kalihi, Makawao, Maui, Hawaii
Scale: 1 inch = 50 feet

JOB Ma-272 (96)
C. BK. C. Kaneshiro, Bk. 1

EXHIBIT A

TAX MAP 2-1-04: Por. 114

SURVEY DEPARTMENT OF ACCOUNTING A
STATE OF HAWAII

EXHIBIT "1-C"

C.S.F. NOS. 22,597
22,598

C.K. May 7, 1997



STATE OF HAWAII
SURVEY DIVISION
DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 22,598

May 7, 1997

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT

EASEMENT 2

Kalihi, Makawao, Maui, Hawaii

Being a portion of the Government Land of Kalihi.

Beginning at the southwest corner of this easement and on the northeast side of Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,833.36 feet South and 10,807.28 feet East, thence running by azimuths measured clockwise from True South:-

1. 160° 55' 20.73 feet along the northeast side of Government Road;
2. 143° 38' 3.43 feet along the northeast side of Government Road;
3. 245° 53' 91.12 feet along the remainder of the Government Land of Kalihi;
4. 307° 10' 27.37 feet along Grant S-15874 to Department of Hawaiian Home Lands;

"1-C"

22,598

C.S.F. No. _____

May 7, 1997

5. 65° 53'

105.36 feet along the remainder of the Government
Land of Kalihi to the point of beginning
and containing an AREA OF 2347
SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor gm

Compiled from map furn. by
Newcomer-Lee Land
Surveyors, Inc., CSF 22368
and Govt. Survey Records.
TMK: 2-1-04:Por. 114

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Hawaii Agricultural and Rural Redevelopment Program (HARRP)
Honolulu, Hawaii 96813

October 28, 1994

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii 96813

STATE WIDE

Subject: Conveyance of Land from the Department of Land and Natural Resources to the Department of Hawaiian Home Lands at Various Sites Statewide

STATUTE:

Chapter 171-95, Hawaii Revised Statutes

FOR:

The Department of Land and Natural Resources (DLNR) to convey approximately 16,518 acres of State-owned lands to the Department of Hawaiian Home Lands (DHHL).

ZONING:

State Land Use: Various

County Zoning: Various

LAND TITLE STATUS:

Various both Ceded and Non-Ceded lands are being conveyed.

ENVIRONMENTAL REQUIREMENTS:

The subject conveyance is an "Exempt Class of Action" pursuant to Title 11, Chapter 200, Hawaii Environmental Impact Statement Rules, Department of Health. The subject conveyance proposes "no expansion or change of use beyond that previously existing on the property."

REMARKS:

Background

The Department of Land and Natural Resources has been involved in the Governor's Task Force on DHHL Land and Title Claims since 1990. The Hawaiian Homes Commission Act of 1921 designate certain public lands as "available lands," totaling approximately 203,500 acres, for use by the DHHL. Currently, the DHHL land inventory contains approximately 186,982 acres of land. In the Governor's 1994 State of the State address, he expressed his intent to transfer +/-16,000 acres of land to the DHHL to "make their trust whole."

Our role on the Task Force has been to basically "verify" the various claims made by DHHL and where verified, participate in alternative solutions to correct and compensate DHHL. It is interesting to note that to our knowledge, this is the first time that the State or Territory has attempted to collectively verify/identify what is considered to be "Hawaiian Home Lands."

The Task Force will end on December 31, 1994 and will be submitting its findings during the next legislative session. A detailed report of DLNR's participation on the Task Force will be provided to the Board at a later date.

as amended

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON

OCT 28 1994

EXHIBIT "2"

TO BE DISTRIBUTED

H-6

At the start of the Task Force, the DHHL Land Claims were as follows:

DHHL LAND CLAIMS

Acres

+/- 203,500	LAND DESIGNATED AS "AVAILABLE LANDS" BY CONGRESS IN 1921
186,982	DHHL CURRENTLY CONTROLS TODAY [DHHL FIGURES]
+/- 16,518	UNACCOUNTED LANDS

Current Situation--Conveyance of 16,518 acres

The Task Force was attempting to resolve most, if not all, of DHHL's claims as soon as possible. The Task Force intent has always been to resolve, once and for all, what is/was Hawaiian Home Lands, correct any unauthorized use of Hawaiian Home Lands, and compensate DHHL for the unauthorized uses.

Through this process, the Task Force has resolved all of the Executive Orders and Governor's Proclamations that were considered to be unauthorized uses of Hawaiian Home Lands. Many of these Executive Orders and Governor's Proclamations were canceled in 1984. The Task Force addressed any continued use agreements and sought funding from the legislature to compensate DHHL for back rent on these lands. The back rent paid to DHHL amounted to \$12,000,000.00.

The Task Force also resolved two nominal lease rent issues with DHHL concerning the United States' government use of DHHL lands at Kekaha and Pohakuloa. Land exchanges for these two areas with DHHL have been approved by the Board and are currently in process.

Currently, DLNR and DHHL have major differences in the definition of certain remaining land claims.

Despite our different interpretations, and in recognition of the necessity to resolve the remaining claims in a manner that is responsible to both trusts, we do support the Governor's intent of "making the DHHL trust whole." Through the efforts of the Task Force, DHHL has confirmed that they currently have 186,982 acres in their control. Thus, in order to restore their trust to the 203,500 acres figure listed in the Hawaiian Homes Commission Act, the State proposes to convey 16,518 acres. Rather than hold the transfer of lands in abeyance until a legal resolution of our different interpretations is completed, the immediate transfer of lands to "make the DHHL trust whole" will enable DHHL to utilize these lands in their continuing effort to fulfill its mission. A listing of the lands being considered for the transfer is attached as Exhibit "A." The list contains more than the 16,518 acres and thus DHHL will choose from this final list the parcels that they want included in the 16,518 acres conveyance.

Furthermore, in certain instances, the transfer of lands that are part of of long standing title claims made by DHHL essentially renders their claims moot. However, this does not preclude DHHL from continuing with their claims on their "Ahupuaa Theory" with the courts for other title claims throughout the state that are not part of this conveyance.

In addition, the transfer of lands at Waimanalo are part of an agreement regarding title claims and counter claims between both DHHL and DLNR within the Ahupuaa of Waimanalo. As a part of this agreement, DLNR would: 1) quitclaim our interest in the Beach Parks, and 2) 127 DHHL lease lots that are presently on lands owned by DLNR. DHHL would: 1) quitclaim its interest in the former pasture lands [currently the location of Waimanalo Elementary School and Hawaii Housing Authority Subdivisions], and 2) quitclaim its interest in the third party alienation claims [grants sold by the Territory]. The Waimanalo lands listed on Exhibit "A" are only those lands which DLNR are quitclaiming to DHHL and are in addition to the 16,518 acres.

In another agreement on title claims and counter claims involving lands at Anahola, Kealia, Kamalomalo and Moloaa, DLNR would: 1) quitclaim our interest in the cane lands which have been confirmed as being DLNR lands, 2) quitclaim our interest in the fallow cane lands, pasture lands and reservoirs at Anahola and Kamalomalo which are the subject of competing title claims with DHHL. In turn, DHHL would: 1) quitclaim its interest in the third party alienation claims [grants sold by the Territory] at Anahola, Kamalomalo and Moloaa. The Anahola, Kealia, Kamalomalo lands listed on Exhibit "A" are only those lands which have been confirmed as DLNR lands and are being quitclaiming to DHHL as a part of the 16,518 acres. The lands which both DLNR and DHHL are claiming [approx. 1,150 acres] are being conveyed in addition to the 16,518 acres.

Finally, in compiling the list of properties for conveyance, we must also deal with the BLNR's "Public Trust Responsibility" on the management of state-owned lands. There are strong philosophical arguments on why the state should convey properties to DHHL in an effort to move their program forward. However, we do not want to create a situation where one "trust" is made whole at the expense of another. As such, in selecting the properties for transfer, we applied certain guidelines and principles that we believe strike an equitable balance between both public trust responsibilities.

The list contains certain selected parcels are part of larger existing parcels. In these instances, survey maps and descriptions will be required to delineate the lands available for selection, and the subsequent conveyance of these properties. Specific issues of surveying and subdivisions will be worked out by the DHHL and DLNR.

General Guidelines for Selecting Properties for Conveyance

I. Existing Government Users

Parcels currently used by other government agencies were excluded from the list of possible sites unless DHHL has obtained some type of approval by the agency that they have no objection to the transfer.

II. Existing Leases and/or Those Eligible to Obtain Long-Term Leases Pursuant to Act 237, SLH 1988

For those lands which have existing encumbrances and/or are involved in the permit to lease conversion [Act 237], the transfer of the property will include the existing encumbrances. DHHL will then act as the lessor on behalf of DLNR. Should DHHL require any of the lands encumbered by a lease prior to the expiration of the lease, DHHL will be able to use the standard "Withdrawal" provision in the lease to remove the lands; however, DHHL will be responsible for compensation, if due, to the lessee.

"2"

October 28, 1994

With respect to our existing tenants who may be affected by the conveyance of their lease lands to DHHL, all of our existing tenants received a letter from us informing them of the following:

This is to inform you that the Department of Hawaiian Home Lands has identified your subject area for possible transfer to the Department of Hawaiian Home Lands. ANY TRANSFER OF LANDS FROM THE DEPARTMENT OF LAND AND NATURAL RESOURCES TO THE DEPARTMENT OF HAWAIIAN HOME LANDS WILL BE SUBJECT TO THE EXISTING ENCUMBRANCE (LEASE AND/OR PERMIT). In effect, if your area is transferred, your landlord will be the Department of Hawaiian Home Lands rather than the Department of Land and Natural Resources.

Once the list of properties has been finalized, we will inform all affected tenants of the transfer and lay out a process for the transition.

III. Revenue Generating Lands [Commercial/Industrial/Resort]

The conveyance of 16,518 acres of state lands to "make the DHHL trust whole" did not include a large amount of existing revenue generating lands. Usually, existing revenue generating lands do not involve large acreage and as such, transfer of these lands based entirely on acreage would, in our mind, be a disservice to the larger public trust.

The lands proposed for conveyance however, do contain some revenue producing lands and further, contain lands that we believe have income potential in the future. However, in order to realize revenue from these properties, DHHL will need to plan and develop these sites accordingly.

RECOMMENDATION:

That the Board approve the conveyance of +/-16,518 acres of State land, as selected by DHHL from the list identified as Exhibit "A," subject to the following:

1. Compliance with the applicable parts of Chapter 171-95, Hawaii Revised Statutes, as amended.
2. For those lands which have existing encumbrances [i.e. leases, permits, easements, etc.] and/or are involved in the permit to lease conversion [Act 237], the transfer of the property will include the existing encumbrances.
3. On all of the intensive agricultural leases [i.e. sugarcane, pineapple] being transferred, the DHHL will encourage long-term use of these lands for intensive agricultural purposes as long as it is economically viable.
4. Authorize the Chairperson to finalize the details [selection of the lots] and logistics [i.e. survey maps/descriptions, subdivisions, deeds, etc.] on the transfer of these properties with the DHHL.
5. Allow the Department of Hawaiian Home Lands up to December 31, 1994 to select 16,518 acres from the parcels listed on Exhibit "A," after which, the Board may select the parcels.

"2"

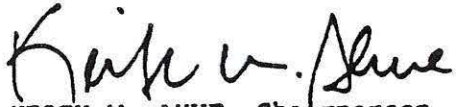
October 28, 1994

6. Authorize the Chairperson to resolve all boundary and/or area disputes regarding the final configuration of specific parcels to be conveyed.
7. Authorize the Chairperson to prescribe other terms and conditions as may be necessary to carry out the intent of the Board.

Respectfully submitted,


Dean Uchida
HARRP, Executive Assistant

APPROVED FOR SUBMITTAL:


KEITH W. AHUE, Chairperson

"2"

STATEWIDE TOTAL

KAUAI	1,948.579
MAUI	2,625.522
MOLOKAI	518.198
LANAI	50.000
HAWAII	11,015.046
OAHU	441.138

TOTAL	16,598.483

2"

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENT(S)*
Kekaha	1-2-2-32	20.000	RP #5860 Pioneer Hi-Bred subject to a lease pursuant to ACT 237 SLH 1988
Hanapepe	1-8-8-35	5.777	Former Amfac Lumber yard -- Subject to direct lease to the County of Kauai
Wailua	3-9-2-3	43.920	Exclude GEO 2994 to County (15,410 sf Well Site and 6,378 sf access easement or .5 acres)
Wailua	3-9-2-12	320.192	RP #6327/LL295 Lihue Plantation -- Sugarcane
Wailua	3-9-2-17	9.960	GL #4585 Walter Palmeira -- Truck Crops
Wailua	3-9-2-24	12.353	GL #4413 Lihue Plantation -- Pasture
Wailua	3-9-2-25	67.000	GL #4412/LL #295 Lihue Plantation -- Pasture
Wailua	3-9-2-26	12.000	GL #4413 Lihue Plantation -- Pasture
Wailua	3-9-2-27	14.000	GL #4412/LL #295 Lihue Plantation -- Sugarcane/Pasture
Wailua	3-9-6-9	41.291	GL #0295/LL295 Lihue Plantation -- Sugarcane
Wailua	3-9-6-11	11.482	GL #4939 George Fernandez -- Sugarcane
Kapaa	4-5-5-6	1.871	Income potential
Kapaa	4-5-15-3	11.093	Income potential
Kapaa	4-5-15-34	5.700	Income potential
Kapaa	4-5-15-47	0.060	Income potential
Kapaa	4-5-15-48	0.060	Income potential
Kealia	4-7-2-4	994.120	* * Co-mingled lands of Anahola/Kamalomalo
Kamalomalo	4-7-4-2	422.150	* GL#4576 Lihue Plantation covers 448.666 ac State & 545.454 ac DHHL
Kamalomalo	4-7-4-7	227.438	* Total area of 2,922.966 acres of which 963.40 confirmed DLNR lands
Anahola	4-8-2-1	643.735	* 809.20 DHHL lands with 1,150.366 acres of counter claims
Anahola	4-8-3-4	35.720	*
Anahola	4-8-3-6	360.204	*
Anahola	4-8-3-11	42.287	*
Anahola	4-8-3-18	38.710	*
Anahola	4-8-3-22	139.092	*
Anahola	4-8-3-29	19.510	*
Hanapepe	1-8-7-3	358.720	RP #6627 Olokele Sugar -- Sugarcane [Approx. 12 acres exchanged for Kekaha]
Anahola	4-8-1-1	62.200	Part of Existing DHHL Subdivision at Anahola Farm Lots
SUB TOTALS:		3,920.645	
LESS		0.500	GEO NO. 2994
		809.200	DHHL Lands at Anahola/Kamalomalo
		1,150.366	Conveyed in addition to the 16,518 acres
		12.000	Approximately 12 acres land exchange for Kekaha lands under lease to Army
TOTAL KAUAI		1,948.579	

2

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENTS*
Kaunae	1-1-3-60	0.730	
Kaunae	1-1-3-69	1.040	VACANT
Wailua	1-1-4-7	2.500	VACANT
Wailua	1-1-4-8	2.330	VACANT
Wailua	1-1-4-33	2.080	VACANT
Wailua	1-1-4-34	1.860	VACANT
Wailua	1-1-4-41	3.300	VACANT
Wailua	1-1-5-1	3.150	VACANT
Wailua	1-1-5-8	1.600	VACANT
Wailua	1-1-5-22	0.770	VACANT
Wailua	1-1-5-35	1.700	VACANT
Wailua	1-1-5-38	1.600	VACANT
Wailua	1-1-5-47	5.550	VACANT
Wailua	1-1-6-13	2.780	VACANT
Wailua	1-1-6-31	0.610	VACANT
Wailua	1-1-6-69	0.560	VACANT
Wailua	1-1-6-73	0.750	VACANT
Kaunae	1-1-8-8	148.700	RP # 6700 Hansel Ah Koi-- Pasture
Kaunae	1-1-8-14	59.910	GL #5274 Michael Adams-- Pasture
Kaunae	1-1-8-25	0.750	VACANT
Hana	1-3-4-12	743.333	Exclude approx. 90 acres for Hana Cinder Pit-- Map is being prepared by DAGS-- Survey
Makawao	2-1-4-114	73.000	RP #4371 Ulupalakua Ranch-- Pasture
Makawao	2-1-4-15	21.340	RP #4371 Ulupalakua Ranch-- Pasture
Makawao	2-1-4-49	100.000	RP #4371 Ulupalakua Ranch-- Pasture-- REQUIRES SUBDIVISION FROM 999.87 ACRES
Makawao	2-1-4-94	20.820	VACANT
Makawao	2-1-8-50	2.005	RP #5963 Ulupalakua Ranch-- Pasture
Wailuku	3-4-11-31	0.846	RP #5000 Frank Makimoto-- Easement
Puunene	3-8-8-1	1,622.300	* Part of a Master Plan being developed by the State (DOT/DLNR/DOD), and County of Maui
Puunene	3-8-8-8	185.329	* Total area 1,807.629-- Area required for Government uses is approximately 1085 acres.
Puunene			* Exclude GEO #3349 to County of Maui [3.594 acres] lease to Maui Humane Society
Kaanapali	4-4-2-3	165.207	GL #3588 Pioneer Mill Co.-- Sugarcane-- Exclude GEO 3206 to Maui County
Kaanapali	4-4-2-8	86.284	GL #3588 Pioneer Mill Co.-- Sugarcane
Kaanapali	4-4-2-9	4.690	GL #4523 Pioneer Mill Co.-- Sugarcane
Kaanapali	4-4-2-11	1.700	GL #3588 Pioneer Mill Co.-- Sugarcane
Kaanapali	4-4-2-15	12.850	GL #3588 Pioneer Mill Co.-- Sugarcane
Kaanapali	4-4-2-17	20.418	GL #3588 Pioneer Mill Co.-- Sugarcane
Kaanapali	4-4-2-18	292.740	GL #3588 Pioneer Mill Co.-- Sugarcane-- Exclude GEO 3206 to Maui County
Kaanapali	4-4-2-20	213.713	GL #3588 Pioneer Mill Co.-- Sugarcane-- Exclude GEO 3206 to Maui County
SUB TOTALS		3,808.845	
LESS		4.729	GEO 3206 to Maui County
		140.000	Puunene-- COM Government Uses
		175.000	Puunene-- COM Recreational Uses
		60.000	Puunene-- DOD Army National Guard
		510.000	Puunene-- DOT General Aviation Airport
		200.000	Puunene-- DLNR Income Potential Industrial Parks
		3.594	Exclude GEO #3349 to County of Maui-- Lease to Maui Humane Society
		90.000	Hana-- Cinder Pit
TOTAL MAUI		2,625.522	

2"

MOLOKAI:

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENT(S)*
Kalamaula	5-2-10-2	1.831	DHHL water tank
Makolelau	5-5-1-8	8.465	Kipapa Fish Pond
Makolelau	5-5-1-10	19.768	Pahlomu Fish Pond
Ualapue	5-6-1-1	22.250	Ualapue Fish Pond
Ualapue	5-6-2-1	2.100	GL#4350 Anna King
Ualapue	5-6-2-24	2.260	Vacant
Ualapue	5-6-2-26	13.560	Vacant
Ualapue	5-6-2-27	1.221	Vacant
Ualapue	5-6-2-34	1.980	RP#6114 Richard Chock
Ualapue	5-6-2-36	1.221	Vacant
Ualapue	5-6-3-35	3.300	Ualapue Fish Pond
Ualapue	5-6-6-9	36.500	Fish Pond -- No Name
Ualapue	5-6-6-17	375.360	RP#6552 Michael DeCoite
Kupeke	5-7-6-18	1.450	Nahiole Fish Pond. State has only 1/2 interest of the 1.45 acre pond
Pukoo	5-7-7-22	13.800	Panahana Fish Pond
Kaluaaha	5-7-10-31	6.670	Kaluaaha Fish Pond
Honouliwai	5-8-1-2	4.910	Kaapohuku Fish Pond
Honouliwai	5-8-1-3	1.690	Ohalahala Fish Pond
Honouliwai	5-8-2-68	0.587	Fish Pond -- No Name
Lanai City	TBD	50.000	Required as part of Re-zoning by the Land Use Commission
SUB TOTAL MOLOKAI AND LANAI		568.923	
LESS		0.725	50% OF NAHIOLE FISH POND
TOTAL MOLOKAI		568.198	

2"

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENTS*
Puna	1-5-10-36	100.000	VACANT
Kurtistown	1-7-7-41	0.500	State owned house on property -- Estimated value at \$75,000.00.
Kurtistown	1-7-7-42	0.600	VACANT
Kurtistown	1-7-7-44	0.600	VACANT
Olaa	1-8-11-12	100.000	VACANT
Olaa	1-8-11-16	99.170	RP #5115 Leslie Wung -- Pasture
Olaa	1-8-11-23	231.630	VACANT
Olaa	1-8-11-24	124.300	VACANT
Olaa	1-8-11-25	150.000	RP #5124 Jack Ramos -- Pasture
Olaa	1-9-2-6	33.000	VACANT
Olaa	1-9-2-7	27.000	VACANT
Olaa	1-9-2-8	42.000	VACANT
Olaa	1-9-2-9	42.000	VACANT
Olaa	1-9-13-2	1.103	VACANT
Keaukaha	2-1-11-2	1.505	VACANT
Hilo	2-1-12-1	43.594	VACANT
Hilo	2-1-12-29	184.820	VACANT
Hilo	2-1-12:Various	29.685	Exclude 5 acres for County of Hawaii -- Foreign Trade Zone
Hilo	2-1-12:Various		Exclude 13 acres for DLNR Potential Industrial Park Development
Panaewa	2-1-13-154	230.000	VACANT
Panaewa	2-1-13-155	367.000	VACANT
Keaukaha	2-1-17-46	0.554	VACANT
Keaukaha	2-1-17-47	0.575	VACANT
Keaukaha	2-1-17-48	0.596	VACANT
Keaukaha	2-1-18-8	1.198	VACANT
Keaukaha	2-1-19-20	0.540	VACANT
Keaukaha	2-1-19-29	0.540	VACANT
Keaukaha	2-1-19-30	0.540	VACANT
Keaukaha	2-1-19-31	0.488	VACANT
Kaumana	2-3-25-14	0.805	VACANT
Kaumana	2-3-25-15	0.697	VACANT
Kaumana	2-3-25-16	0.398	VACANT
Kaumana	2-3-25-17	0.453	VACANT
Kaumana	2-3-25-47	2.670	VACANT
Waiakea	2-4-24-138	0.235	VACANT
Waiakea	2-4-24-151	0.246	VACANT
Waiakea	2-4-24-154	0.248	VACANT
Waiakea	2-4-26-1	0.264	VACANT
Piihonua	2-4-28-1	0.370	VACANT
Waiakea	2-4-49-19	23.277	VACANT
Kaumana	2-5-4-27	3.684	VACANT
Kaumana	2-5-4-43	0.230	VACANT
Kaumana	2-5-4-47	0.689	VACANT
Kaumana	2-5-4-60	0.085	VACANT
Kaumana	2-5-4-61	0.269	VACANT

"2"

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENTS*
Kaumana	2-5-5-1	0.269	VACANT
Kaumana	2-5-5-3	0.273	VACANT
Kaumana	2-5-5-5	0.273	VACANT
Kaumana	2-5-5-8	0.273	VACANT
Kaumana	2-5-5-7	0.273	VACANT
Kaumana	2-5-5-10	0.273	VACANT
Kaumana	2-5-5-28	0.258	VACANT -- Subject to electrical easement
Kaumana	2-5-5-29	0.272	VACANT -- Subject to electrical easement
Kaumana	2-5-5-30	0.230	VACANT
Kaumana	2-5-5-31	0.230	VACANT
Kaumana	2-5-5-32	0.230	VACANT
Kaumana	2-5-5-33	0.191	VACANT
Kaumana	2-5-5-72	0.383	VACANT
Kaumana	2-5-5-74	0.160	VACANT
Kaumana	2-5-5-77	0.743	VACANT
Kaumana	2-5-5-79	1.183	VACANT
Kaumana	2-5-5-80	5.339	VACANT
Piihonia	2-6-9-5	1,852.320	Subject to General Lease #S-5220 to Wailuku Hydroelectric Exclude approximately 10 acres for the Piihonia Camp [RP #6793] (to be conveyed to County of Hawaii).
Honoumua - Kahua	2-8-11-9	292.886	GL #3585 Mauna Kea Agribusiness Company
Honoumua - Kahua	2-8-11-11	475.609	GL #3585 Mauna Kea Agribusiness Company
Nienie	4-6-11-3	739.311	GL#4467 Richard Smart -- Pasture
Nienie	4-6-11-4	649.077	GL#4466 Honokaia Ranch -- Pasture
Nienie	4-6-11-5	93.419	GL#4466 Honokaia Ranch -- Pasture
Nienie	4-6-11-11	522.000	GL#4468 Richard Smart -- Pasture
Nienie	4-6-11-12	500.000	GL#4469 Richard Smart -- Pasture
Nienie	4-6-11-13	738.233	GL#4470 Richard Smart -- Pasture
Kawaihae	6-1-2-66	0.248	RP #6327 Randy Roberts -- Parking Lot
Kawaihae	6-1-4-3	1.955	VACANT
Kawaihae	6-1-4-41	6.940	VACANT -- Former Light House Site
Keoniki	6-5-1-10	230.127	GL #4663 Richard Smart -- Pasture
Lalamilo	6-6-1-2	2,105.000	Subject to RP#6442 Palekoki Ranch eligible for direct lease pursuant to ACT 237 SLH 1988 Also withdraw area for proposed Mudlane Road, and Archeological Sites
Kona - Honokohau	7-4-8-3	643.069	Exclude 443.069 acres for the existing Honokohau Small Boat Harbor and Future Expansion
Kona - Kailua	7-4-8-56	450.000	Recently acquired QLT lands
Waiohinu	9-5-5-2	262.410	GL #3617 Andrade/Okuna -- Pasture
Wailau	9-5-19-16	64.500	RP #6681 Kau Agribusiness -- Pasture
SUB TOTALS:		11,486.115	
LESS		5.000	Exclude 5 acres for County of Hawaii -- Foreign Trade Zone
		443.069	Exclude 443.069 acres for the existing Honokohau Small Boat Harbor and Future Expansion
		13.000	Exclude 13 acres for DLNR Potential Industrial Park Development
		10.000	Exclude approximately 10 acres for the Piihonia Camp [RP #6793] (to be conveyed to COH)
TOTAL HAWAII		11,015.046	

OAHU:

LIST OF DLNR LANDS TO BE TRANSFERRED TO DHHL
 APPROXIMATELY 16,600 ACRES +/-
 OCTOBER 28, 1994

District	**Tax Map Key**	*Acres*	*COMMENTS*
Kapalama	1-5-20-6	2.750	GL #4643 Gems
Kapalama	1-5-20-14	0.137	RP #5362 KCCN Radio Tower Site
Kapalama	1-5-33:2,9,16,19,20	1.573	Income Potential -- Exclude 1.0 acres for Proposed Kapalama Wastewater Pump Station
Punchbowl	2-2-5-5	14.600	VACANT
Papakolea	2-2-14-15	0.423	VACANT
Papakolea	2-4-34-8	31.600	GEO #1529 BWS Pump Site/Direct Leases at Kalawahine/Proposed DHHL Kupuna Housing
Moliili	2-7-8-18	0.918	GL #5106 Stadium Bowl-a-Drome
Moliili	2-7-8-20	0.557	RP #5107 Stadium Bowl-a-Drome
Waimanalo	4-1-8-11	7.791	RP #6835 You Soukasen--Truck Crops
Waimanalo	4-1-10-33	5.106	VACANT
Waimanalo	4-1-23-65	1.777	RP #6835 You Soukasen--Truck Crops
Waianae	8-5-5-36	97.764	GL #4561 Waianae Kai Development Corporation -- Camp Kaala [Eric Enos]
Nanakuli	8-9-2-1	30.000	Exclude for relocation site of Nanaikapono School 15 acres -- Requires subdivision Former Camp Andrews Military Reservation
Kapolei	9-1-16-25	200.000	Part of 1,300 acre land bank at Kapolei
Waiahole	4-8-7,8,9,10,11,12	60.830	Vacant parcels in the Waiahole Agriculture Park and Residential lots
		21.722	7 Vacant Agricultural Lots [Average area 8.69 acres] EXACT AREA TO BE DETERMINED 33 Vacant Residential Lots [Average area .658 acres] EXACT AREA TO BE DETERMINED
SUB TOTAL		477.548	
LESS		15.000	Relocation of Nanaikapono School
		6.000	GEO #1529 BWS Pump Site
		12.000	Conveyed by separate action for Kupuna Housing
		2.410	Direct leases for Kalawahine residence
		1.000	Exclude 1.0 acres for Proposed Kapalama Wastewater Pump Station
TOTAL OAHU		441.138	
WAIMANALO			
Waimanalo	4-1-2:1	10.490	HHL Lease to Texieria
Waimanalo	4-1-3:ALL	40.485	Waimanalo Beach Park
Waimanalo	4-1-14:2	26.080	Makapuu Beach Park
Waimanalo	4-1-14:5	20.800	Makapuu Beach Park
Waimanalo	4-1-14:6	8.176	Kaupo Beach Park
Waimanalo	4-1-14:7	82.733	HHL Lease to Texieria
Waimanalo	4-1-14:8	106.830	VACANT
Waimanalo	4-1-16:ALL	34.459	Waimanalo Residential Lots
Waimanalo	4-1-17:ALL	28.205	Waimanalo Residential Lots
Waimanalo	4-1-19:ALL	7.693	Waimanalo Residential Lots
Waimanalo	4-1-20:ALL	14.709	Waimanalo Residential Lots
Waimanalo	4-1-21:ALL	8.144	Waimanalo Residential Lots
Waimanalo	4-1-29:74 TO 108	6.083	Waimanalo Residential Lots
Waimanalo	4-1-31:18 TO 28	2.667	Adjacent to Blanche Pope Elementary School
TOTAL WAIMANALO		397.554	

2

STATE OF HAWAII

Land Patent No. S-15,874

(Grant)
Issued On

PURSUANT TO SECTION 171-95(a)
HAWAII REVISED STATUTES

By **THIS PATENT** *The State of Hawaii, in conformity with the laws of the State of Hawaii relating to public lands and pursuant to the approval by the Board of Land and Natural Resources on* October 28, 1994

makes known to all men that it does this day grant and confirm unto

DEPARTMENT OF HAWAIIAN HOME LANDS, by its HAWAIIAN HOMES COMMISSION, STATE OF HAWAII, whose address is 335 Merchant Street, Honolulu, Hawaii 96813

hereinafter referred to as the "Patentee,"

for the consideration of FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged,

all of the land situate at Kalihi, Makawao, Island of Maui, Hawaii, being a Portion of the Government Land of Kalihi, containing a gross area of 81.00 Acres, more or less, and a net area of 75.36 acres, more or less, after excluding therefrom Grant 1244, Apana 2 to J.M. Painter containing an area of 5.64 acres, identified as Tax Map Key (2) 2-1-04:114; SUBJECT TO Revocable Permit No. S-4371 dated July 1, 1969 in favor of Ulupalakua Ranch, Ltd.; RESERVING to the State of Hawaii, its successors and assigns and others entitled thereto, access over the existing trails which crosses the above-described parcel of land, unrecorded easements and all other ancient rights that may be appurtenant to said lands and other surroundings lands; all more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and a survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 22,368, and dated October 12, 1995.

-EXHIBIT "2"

AND THE PATENTEE, for itself, its successors and assigns, covenants with the State of Hawaii, and its successors as follows:

1) The Patentee acknowledges and is fully aware that a comprehensive search of title covering the lands conveyed herein has not been completed by Patentor and agrees that the lands conveyed herein may be subject to additional encumbrances, known and/or unknown, recorded and/or unrecorded.

2) Non-warranty. The Patentor does not warrant the conditions of the lands conveyed herein, and the Patentee accepts said lands "as is."

3) Hold-harmless. In case the Patentor shall, without any fault on its part, be made a party to any litigation commenced by or against the Patentee as a result of (a) the issuance of this quitclaim deed or a challenge to the validity thereof, or (b) the conveyance of the lands herein (other than eminent domain and/or quiet title proceedings), the Patentee shall defend and hold the Patentor harmless from and against any claim for loss, liability, or damage.

TO HAVE AND TO HOLD said granted land unto the said

DEPARTMENT OF HAWAIIAN HOME LANDS, by its HAWAIIAN HOMES COMMISSION, STATE OF HAWAII,

its successors and assigns forever, subject, however, to the reservations, conditions and covenants herein set forth.

IN WITNESS WHEREOF, the State of Hawaii, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and this Patent to be duly executed this 22ND day of MARCH, 1976.

Approved by the Board of Land and Natural Resources at its meeting held on October 28, 1994.

STATE OF HAWAII
Board of Land and Natural Resources

APPROVED AS TO FORM:

Kevin Watson
Deputy Attorney General

Dated: February 9, 1996

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

Dated: February 23, 1996

By *Scott D. Coleman*
Chairperson and Member
Board of Land and
Natural Resources
Patentor

DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII

By: *Kali K. Watson*
KALI K. WATSON, CHAIRPERSON
HAWAIIAN HOMES COMMISSION

Patentee

"2"

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

On this 4th day of March, 1976,
before me appeared KALI K. WATSON to me personally known, who,
being by me duly sworn, did say that he is the CHAIRPERSON,
HAWAIIAN HOMES COMMISSION, DEPARTMENT OF HAWAIIAN HOME LANDS,
STATE OF HAWAII, and the person described in and who executed
the foregoing instrument and acknowledged to me that he
executed the same freely and voluntarily for the use and
purposes therein set forth.

Gwendalyn A. Montebon
Notary Public, State of Hawaii L.S.
My Commission expires: 9-5-99

2638



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 22,368

October 12, 1995

PORTION OF
THE GOVERNMENT LAND OF KALIHI

Kalihi, Makawao, Maui, Hawaii

Beginning at the southwest corner of this parcel of land, on the southeast boundary of Ahihi-Kinaiu Natural Area Reserve, Governor's Executive Order 2668 and on the north side of Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 12,395.48 feet South and 9086.48 feet East, thence running by azimuths measured clockwise from True South:-

Along the toe of hill along Ahihi-Kinaiu Natural Area Reserve, Governor's Executive Order 2668 for the next four (4) courses, the direct azimuths and distances between points on toe of hill being:

- | | | |
|-----|----------|---|
| 1. | 209° 00' | 580.00 feet; |
| 2. | 239° 00' | 500.00 feet; |
| 3. | 275° 00' | 500.00 feet; |
| 4. | 320° 00' | 639.58 feet; |
| 5. | 216° 30' | 743.39 feet along Ahihi-Kinaiu Natural Area Reserve,
Governor's Executive Order 2668, |
| 6. | 160° 00' | 450.00 feet along Ahihi-Kinaiu Natural Area Reserve,
Governor's Executive Order 2668, |
| 7. | 232° 30' | 700.00 feet along Ahihi-Kinaiu Natural Area Reserve,
Governor's Executive Order 2668, |
| 8. | 195° 30' | 1400.00 feet along Ahihi-Kinaiu Natural Area Reserve,
Governor's Executive Order 2668, |
| 9. | 314° 00' | 389.40 feet along Grant 1380 to Kapuahelane; |
| 10. | 19° 55' | 1625.90 feet along Grant 1382 to Kahula; |

- | | | | |
|-----|------|---------|---|
| 11. | 21° | 59' | 1395.47 feet along Grant 1379 to Keliilawaia; |
| 12. | 282° | 30' | 723.40 feet along Grant 1379 to Keliilawaia; |
| 13. | 22° | 30' | 56.00 feet along Grant 1383, Apana 2 to Kaina; |
| 14. | 31° | 00' | 660.00 feet along Grant 1383, Apana 2 to Kaina; |
| 15. | 253° | 15' | 337.53 feet along Grant 1383, Apana 2 to Kaina; |
| 16. | 309° | 10' | 163.15 feet along Grant 1383, Apana 2 to Kaina; |
| 17. | 40° | 00' | 988.00 feet along Grant 1470, Apana 2 to Kahu; |
| 18. | 315° | 04' 20" | 477.52 feet along Grant 1470, Apana 2 to Kahu; |
| 19. | 127° | 10' | 2005.61 feet along the remainder of the Government
Land of Kalihi; |
| 20. | 244° | 34' 20" | 1001.64 feet along Grant 2844, Apana 2 to Kahula; |
| 21. | 145° | 04' 20" | 488.93 feet along Grant 2844, Apana 2 to Kahula,
Grant 2813 to Nalauhulu and Grant 2075
to Kaina; |
| 22. | 64° | 34' 20" | 849.00 feet along Grant 2075 to Kaina; |
| 23. | 147° | 39' 20" | 163.00 feet along Deed: Territory of Hawaii to
J. H. Raymond, et al. dated January 25,
1915; |
| 24. | 244° | 34' 20" | 841.90 feet along Grant 2225, Apana 2 to Keliilawaia; |
| 25. | 145° | 04' 20" | 160.54 feet along Grant 2225, Apana 2 to Keliilawaia; |
| 26. | 109° | 34' 20" | 153.10 feet along Grant 2792, Apana 2 to Kahu; |
| 27. | 86° | 49' 20" | 221.10 feet along Grant 2792, Apana 2 to Kahu; |
| 28. | 78° | 04' 20" | 178.20 feet along Grant 2792, Apana 2 to Kahu; |
| 29. | 62° | 19' 20" | 366.30 feet along Grant 2792, Apana 2 to Kahu; |
| 30. | 43° | 04' 20" | 154.40 feet along Grant 2792, Apana 2 to Kahu; |
| 31. | 14° | 49' 20" | 130.70 feet along Grant 2792, Apana 2 to Kahu; |
| 32. | 344° | 46' 20" | 63.87 feet along Grant 2792, Apana 2 to Kahu; |

- 33. 355° 37' 79.75 feet along Deed: Territory of Hawaii to J. H. Raymond, et al. dated January 25, 1915;
- 34. 114° 20' 45" 437.41 feet along the north side of Government Road to the point of beginning and containing a GROSS AREA OF 81.00 ACRES, MORE OR LESS and a NET AREA OF 75.36 ACRES, MORE OR LESS after excluding therefrom Grant 1244, Apana 2 to J. M. Painter containing an AREA OF 5.64 ACRES.

Reserving to the State of Hawaii, its successors and assigns and others entitled thereto, access over the existing trails which crosses the above-described parcel of land.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

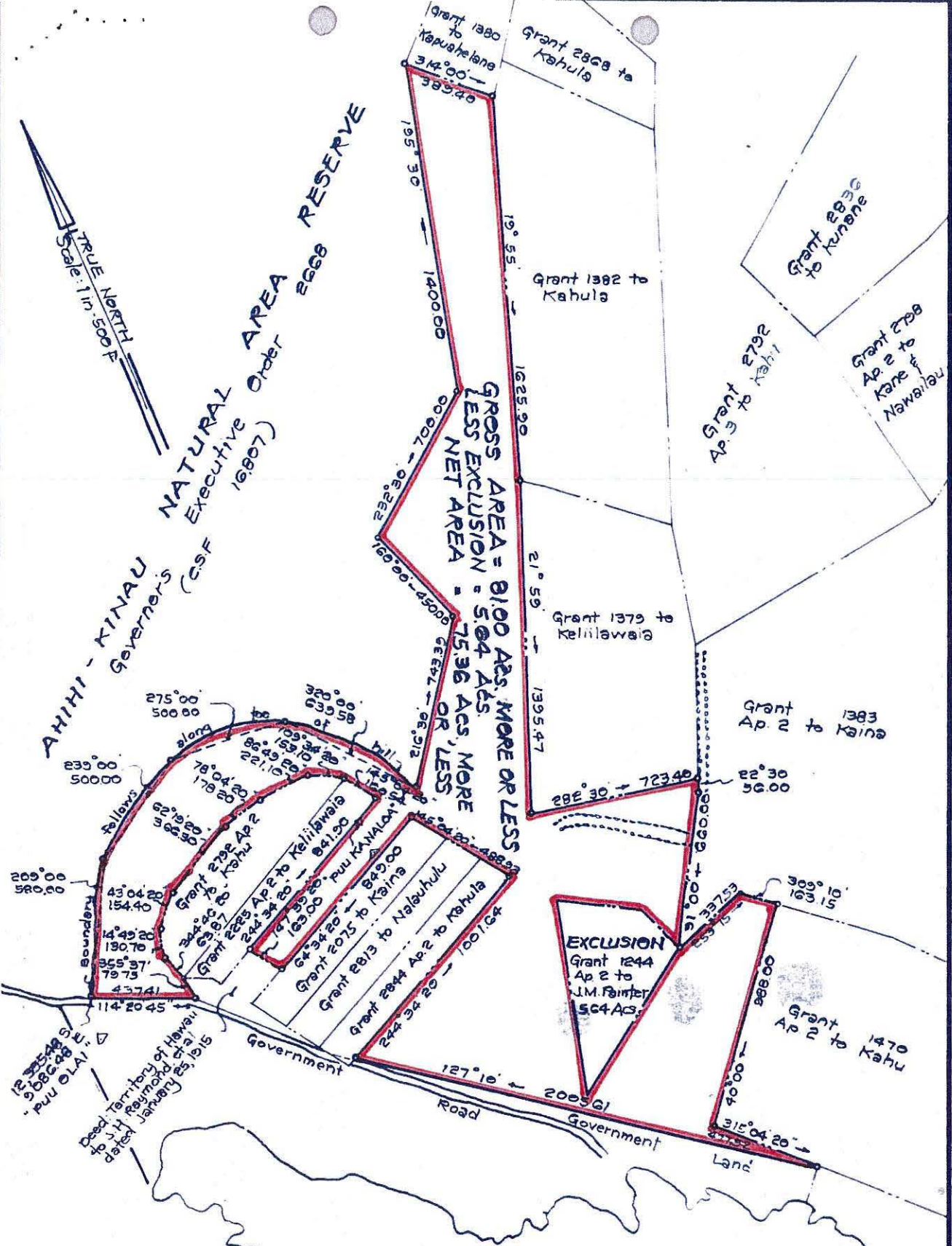
By: *Stanley T. Hasegawa*
Stanley T. Hasegawa
Licensed Land Surveyor No. 3632 gm

Reviewed and Approved by:

Randall M. Hashimoto
Randall M. Hashimoto
Acting State Land Surveyor

Compiled from HTS Plat
1096, CSFs 15,977, 16,807
and Govt. Survey Records.
TMK: 2-1-04:114

"2"



TRUE NORTH
Scale: 1 in = 500 ft

NATURAL AREA RESERVE
Executive Order 2668 (1987)

AHIHI-KINAU
Governors (CSF)

GROSS AREA = 81.00 ACS, MORE OR LESS
LESS EXCLUSION = 5.04 ACS, MORE OR LESS
NET AREA = 75.96 ACS, MORE OR LESS

PORTION OF THE GOVERNMENT LAND OF KALIHI
Kalihi, Makawao, Maui, Hawaii
Scale: 1 inch = 500 feet

JOB 9-19(95)
C. BK. 10M CF-1, All Islands

TAX MAP 2-1-04:114
C.S.F. NO. 22,368

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

EXHIBIT "B"
9TH Oct 12, 1995

2

Right, privilege and authority to construct, use,
maintain and repair an access utility easement

in, over, under and across that certain parcel of land situate
at Kalihi, Makawao, Maui, Hawaii, being identified as:

"Perpetual Non-Exclusive Access and Utility Easement,
EASEMENT 1," being portion of Grant S-15,874 to Department
of Hawaiian Home Lands, containing an area of 944 square
feet, more particularly described in Exhibit "A" and
delineated on Exhibit "C", both of which are attached hereto
and made parts hereof, said exhibits being respectively, a
survey description and survey map prepared by the Survey
Division, Department of Accounting and General Services,
State of Hawaii, designated C.S.F. No. 22,597 and dated May
7, 1997,

"Perpetual Non-Exclusive Access and Utility Easement,
EASEMENT 2," being a portion of the Government Land of
Kalihi, containing an area of 2,347 square feet, more
particularly described in Exhibit "B" and delineated on
Exhibit "C", both of which are attached hereto and made
parts hereof, said exhibits being respectively, a survey
description and survey map prepared by the Survey Division,
Department of Accounting and General Services, State of
Hawaii, designated C.S.F. No. 22,598 and dated May 7, 1997,

TOGETHER WITH the rights of ingress and egress to and from the
easement areas for all purposes in connection with the rights
hereby granted.

TO HAVE AND TO HOLD the easement rights unto the
Grantees, their successors and assigns, in perpetuity, SUBJECT,
HOWEVER, to the following terms, conditions and covenants:

1. The Grantees shall at all times with respect to
the easement areas use due care for public safety and agree to
indemnify, defend, and hold the Grantor harmless from and
against any claim or demand for loss, liability, or damage,
including claims for bodily injury, wrongful death, or property
damage, arising out of or resulting from: 1) any act or
omission on the part of the Grantees relating to the Grantees'



-2-

"3"

use, occupancy, maintenance, or enjoyment of the easement areas; 2) any failure on the part of the Grantees to maintain the easement areas and sidewalks, roadways and parking areas adjacent thereto in the Grantees' use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of the Grantees to maintain the easement areas in a safe condition; and 3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the Grantees' non-observance or non-performance of any of the terms, covenants, and conditions of this grant of non-exclusive easements or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

2. The Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the easement areas and to grant to others rights and privileges for any and all purposes affecting the easement areas, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with the herein Grantees in the use of the easement areas for the purposes for which this easement is granted.

3. All improvements placed in or upon the easement areas by the Grantees shall be done without cost or expense to the Grantor and shall remain the property of the Grantees and may be removed or otherwise disposed of by the Grantees at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement areas which shall be restored to their original condition, or as close thereto as possible, within a reasonable time after removal.

4. Upon completion of any work performed in or upon the easement areas, the Grantees shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement areas in a clean and sanitary condition satisfactory to the Grantor.

5. This easement or any rights granted herein shall not be sold, assigned, conveyed, leased, mortgaged, or

-3-

PRELIM. APPR'D.
Department of the
Attorney General

DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION
P.O. BOX 621
HONOLULU, HAWAII 96809

"3"

otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Grantor.

6. The Grantees shall keep the easement areas and the improvements thereon in a safe, clean, sanitary, and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the easement areas.

7. Should future development necessitate relocation of the easements granted herein, or any portion thereof, the relocation shall be accomplished at the Grantees' own cost and expense; provided, however, that if other lands of the Grantor are available, the Grantor will grant to the Grantees without payment of any monetary consideration, substitute easements of similar width within the reasonable vicinity of the original alignments, which substitute easements shall be subject to the same terms and conditions as that herein granted and as required by law.

8. The Grantees covenant, for themselves, their successors and assigns, that the use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

9. The Grantees, in the exercise of the rights granted herein, shall comply with all of the requirements of the federal, state, and county authorities and shall observe all county ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

10. These easement rights shall cease and terminate, and the easement areas shall revert to the Grantor, without any action on the part of the Grantor, in the event of non-use or abandonment by the Grantees of the easement areas, or any portion thereof, for a consecutive period of one (1) year.

11. The Grantees shall, upon termination and/or

revocation of this easement, peaceably deliver unto the Grantor possession of the premises, together with all improvements existing or constructed thereon or Grantees shall remove such improvements and shall restore the premises to its original state, or as close thereto as possible, within a reasonable time and at the expense of the Grantees, at the option of the Grantor. Furthermore, upon the termination and/or revocation of this easement, should the Grantees fail to remove any and all of Grantees' personal property from the premises, after notice thereof, the Board may remove any and all of Grantees' personal property from the premises, and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Grantees and the Grantees do agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination of the easement.

12. In case the Grantor shall, without any fault on its part, be made a party to any litigation commenced by or against the Grantees as a result of this grant of non-exclusive easements (other than condemnation proceedings), the Grantees shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the Grantor; furthermore, the Grantees shall pay all costs, including reasonable attorney's fees and expenses, which may be incurred by or paid by the Grantor in enforcing the covenants and conditions of this grant of non-exclusive easements, or in the collection of delinquent rental, fees, taxes, and any and all other applicable charges attributed to said easement areas.

13. The Grantees shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantees shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement areas any such materials except to use in the ordinary course of Grantees' business, and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any lender or



"3"

governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantees, then the Grantees shall be responsible for the reasonable costs thereof. In addition, Grantees shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantees' best knowledge and belief regarding the presence of hazardous materials on the easement areas placed or released by Grantees.

The Grantees agree to indemnify, defend, and hold Grantor harmless, from any damages and claims resulting from the release of hazardous materials on the easement areas occurring while Grantees are in possession, or elsewhere if caused by Grantees or persons acting under Grantees. These covenants shall survive the expiration or earlier termination of this easement.

For the purpose of this easement "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

14. Time is of the essence in this agreement and if the Grantees shall abandon the premises, or if this easement and premises shall be attached or taken by operation of law, or if any assignment is made of the Grantees' property for the benefit of creditors, or if Grantees shall fail to observe and perform any of the covenants, terms, and conditions contained in this easement and on its part to be observed and performed, and this failure shall continue for a period of more than sixty (60) calendar days after delivery by the Grantor of a written notice of breach or default, by personal service, registered mail or certified mail to the Grantees at their last known address and to each mortgagee or holder of record having a security interest in the premises, the Grantor may, subject to

the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter the premises, or any part, and upon or without the entry, at its option, terminate this easement without prejudice to any other remedy or right of action for any preceding or other breach of contract; and in the event of termination, at the option of Grantor, all improvements shall remain and become the property of the Grantor or shall be removed by Grantees.

15. The Grantor reserves the right to withdraw the easement for public use or purposes, at any time during this grant of easement upon the giving of reasonable notice by the Grantor and without compensation.

16. The Grantees shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this easement without the prior written approval of the Chairperson and any mortgage, hypothecation, or pledge without the approval shall be null and void.

17. In the event the Grantor seeks to forfeit the privilege, interest, or estate created by this easement, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) calendar days, from the date of receipt of the Grantor's notice, or within an additional period allowed by Grantor for good cause, and add the cost to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Grantor may: (a) pay to the holder from any moneys at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of the debt and mortgage from the holder or if ownership of the privilege, interest, or estate shall have vested in the holder by way of foreclosure, or action in lieu thereof, the Grantor shall be entitled to the conveyance of the privilege, interest, or estate upon payment to the holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with the foreclosure and preservation of its security interest, less appropriate credits, including income received from the privilege, interest, or estate



"3"

subsequent to the foreclosure; or (b) if the property cannot be reasonably reassigned without loss to the State, then terminate the outstanding privilege, interest, or estate without prejudice to any other right or remedy for any preceding or other breach or default and use its best efforts to redispense of the affected land to a qualified and responsible person free and clear of the mortgage and the debt secured; provided that a reasonable delay by the Grantor in instituting or prosecuting its rights or remedies shall not operate as a waiver of these rights or to deprive it of a remedy when it may still otherwise hope to resolve the problems created by the breach or default. The proceeds of any redispense shall be applied, first, to reimburse the Grantor for costs and expenses in connection with the redispense; second, to discharge in full any unpaid purchase price or other indebtedness owing the Grantor in connection with the privilege, interest, or estate terminated; third, to the mortgagee to the extent of the value received by the State upon redispense which exceeds the fair market value of the land as previously determined by the State's appraiser; and fourth, to the owner of the privilege, interest, or estate.

18. The Grantees shall procure and maintain, at their own cost and expense, in full force and effect throughout the term of this easement, commercial general liability insurance, in an amount of at least \$300,000.00 for each occurrence and \$500,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the entire easement areas, including all grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Grantees.

19. The easement areas shall not be used at any time by the Grantees, their guests or invitees for parking purposes.

20. Grantees shall not construct, place or maintain any building or structure over and upon the easement areas.



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IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Indenture to be executed as of the day, month, and year first above written.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on November 19, 1993 and September 12, 1997.

By *Richard S. Coleman-Casper*
Chairperson and Member
Board of Land and Natural Resources *fw*

GRANTOR

Garret W. C. Hew
GARRET W. C. HEW

Mary Michael Hew
MARY MICHAEL HEW

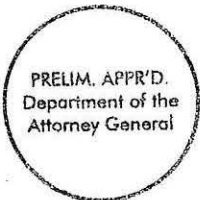
GRANTEES

APPROVED AS TO FORM:

RE Ray S. J. Evers
Deputy Attorney General

Dated: *November 20, 1997*

c:gehew.rse



"3"

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 17th day of November, 1997, before me personally appeared GARRET W. C. HEW 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.

LS

Jaqueline Honolulu
Notary Public, State of Hawaii

My commission expires: 11/4/98

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 17th day of November, 1997, before me personally appeared MARY MICHAEL HEW to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

LS

Jaqueline Honolulu
Notary Public, State of Hawaii

My commission expires: 11/4/98



"3"



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 22,597

May 7, 1997

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT

EASEMENT 1

Kalihi, Makawao, Maui, Hawaii

Being a portion of Grant S-15,874 to Department of Hawaiian Home Lands.

Beginning at the southeast corner of this easement and on the west boundary of Grant 1244, Apana 2 to J. M. Painter, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,779.63 feet South and 10,927.29 feet East, thence running by azimuths measured clockwise from True South:-

1. 65° 53' 26.12 feet along the remainder of Grant S-15,874 to Department of Hawaiian Home Lands;
2. 127° 10' 27.37 feet along the Government Land of Kalihi;
3. 245° 53' 52.50 feet along the remainder of Grant S-15,874 to Department of Hawaiian Home Lands;
4. 4° 45' 27.41 feet along Grant 1244, Apana 2 to J. M. Painter to the point of beginning and containing an AREA OF 944 SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor gm

Compiled from map furn. by
Newcomer-Lee Land
Surveyors, Inc., CSF 22368
and Govt. Survey Records.
TMK: 2-1-04:Ptr. 114

EXHIBIT "A"

"3"



STATE OF HAWAII
SURVEY DIVISION
DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 22,598

May 7, 1997

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT

EASEMENT 2

Kalihi, Makawao, Maui, Hawaii

Being a portion of the Government Land of Kalihi.

Beginning at the southwest corner of this easement and on the northeast side of Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,833.36 feet South and 10,807.28 feet East, thence running by azimuths measured clockwise from True South:-

1. 160° 55' 20.73 feet along the northeast side of Government Road;
2. 143° 38' 3.43 feet along the northeast side of Government Road;
3. 245° 53' 91.12 feet along the remainder of the Government Land of Kalihi;
4. 307° 10' 27.37 feet along Grant S-15874 to Department of Hawaiian Home Lands;

EXHIBIT "B"
"3"

22,598
C.S.F. No. _____

May 7, 1997

5. 65° 53'

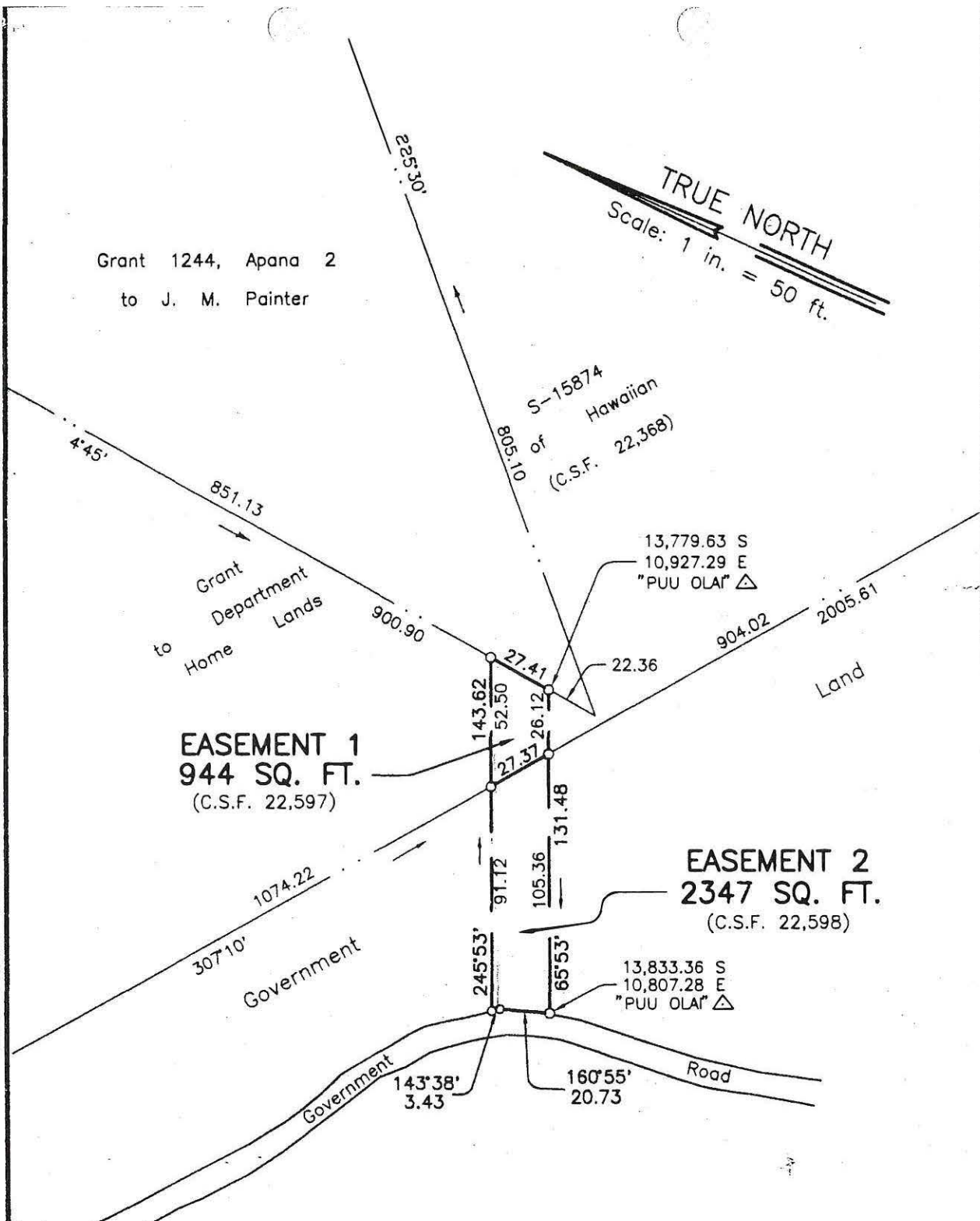
105.36 feet along the remainder of the Government
Land of Kalihi to the point of beginning
and containing an AREA OF 2347
SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor gm

Compiled from map furn. by
Newcomer-Lee Land
Surveyors, Inc., CSF 22368
and Govt. Survey Records.
TMK: 2-1-04:Por. 114

6"
"



EASEMENT 1
944 SQ. FT.
(C.S.F. 22,597)

EASEMENT 2
2347 SQ. FT.
(C.S.F. 22,598)

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENTS
EASEMENTS 1 AND 2
Kalihi, Makawao, Maui, Hawaii
Scale: 1 inch = 50 feet

JOB Ma-272 (96)
C. BK. C. Kaneshiro, Bk. 1

REDUCED NOT TO SCALE

EXHIBIT "C"

TAX MAP 2-1-04: Por. 114

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

C.S.F. NOS. 22,597
22,598

C.K. May 7, 1997

3



STATE OF HAWAII
BUREAU OF CONVEYANCES

RECORDED

July 14, 2023 8:01 AM

Doc No(s) A - 85950386

Doc 1 of 1
Pkg 12230458 ICL

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: \$510.00

RS

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

LEIGH BRAY
DIANA BRAY
[REDACTED]
ENGLEWOOD CO 80113

TG: 7311396616 **A**
TGE: 2267322126156
Tamara Cabanilla-
Aricayos

Tax Key: (2) 2-1-004-037

Total No. of Pages: 5

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That GARRET W. C. HEW, Trustee under that certain unrecorded Revocable Living Trust of Garret W. C. Hew dated February 2, 1999, and MARY MICHAEL HEW, Trustee under that certain unrecorded Revocable Living Trust of Mary Michael Hew dated February 2, 1999, both with full powers to sell, mortgage, lease or otherwise deal with the land, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by LEIGH BRAY and DIANA BRAY, husband and wife, whose address is [REDACTED], Englewood, Colorado 80113, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, as tenants by the entirety with full rights of survivorship, 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".

EXHIBIT "4"

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 title to the property 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 title to or a lien upon 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.

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.

EXHIBIT "A"

All of that certain parcel of land (being all of the land(s) described in and covered by Royal Patent Grant Number 1244, Apana 2 to John M. Painter) situate, lying and being at Kalihi, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described:

Beginning at a railroad spike at the south corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,802.23 feet south and 10,925.69 feet east, and running by azimuths measured clockwise from true South:

1. 184° 45' 00" 900.90 feet along the Government Land of Kalihi (Revocable Permit No. S-4371 to Ulupalakua Ranch, Inc.) to a 3/4-inch pipe;
2. 299° 15' 00" 382.10 feet along said Government Land of Kalihi (Revocable Permit No. S-4371 to Ulupalakua Ranch, Inc.) to a P. K. in rock;
3. 311° 26' 39" 221.79 feet along same to a 3/4-inch pipe, at the southwest corner of Royal Patent Grant Number 1383, Apana 2 to Kaina;
4. 45° 30' 00" 805.10 feet along said Government Land of Kalihi (Revocable Permit No. S-4371 to Ulupalakua Ranch, Inc.) to the point of beginning and containing an area of 5.640 acres, more or less.

Being the premises acquired by the Grantor herein by Quitclaim Deed of Garret W. C. Hew, also known as Garret Hew, and Mary Michael Hew, husband and wife, dated February 2, 1999, recorded in the said Bureau of Conveyances as Document No. 99-026702.

Correction of Quitclaim Deed dated February 17, 2022, recorded as Document No. A-80970715.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. Rights of native tenants as reserved in Royal Patent Grant Number 1244.

3. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

4. The terms and provisions contained in Grant of Non-Exclusive Easement dated December 1, 1997, recorded as Document No. 97-167954.

The foregoing includes, but is not limited to, matters relating to consent required from the State of Hawaii when grantee sells, assigns the easement or any rights. Further prior written approval for mortgages and insurance requirements.

5. The land has no recorded access to a public roadway.

END OF EXHIBIT "A"

Tax Key: (2) 2-1-004-037

After Recordation Return By: Mail (X) Pickup () To:

Garret W. C. Hew
Mary Michael Hew
[REDACTED]
Kula, Hawaii 96790

Affect Tax Map Key No.: (2) 2-1-004:114 (por.)

LICENSE EASEMENT NO. 858

between

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
as Licensor

and

GARRET W.C. HEW and MARY MICHAEL HEW
as Licensees

Effective: July 31, 2023

- EXHIBIT "5" -

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

LICENSE EASEMENT NO. 858

THIS LICENSE EASEMENT NO. 858 ("License"), dated July 31, 2023, made by and between, the State of Hawaii by its **DEPARTMENT OF HAWAIIAN HOME LANDS**, whose address is 91-5420, Kapolei Parkway, Kapolei, Hawai'i 96707 ("Licensor") and **GARRET W. C. HEW and MARY MICHAEL HEW**, husband and wife, as tenants by the entirety, whose mailing address is 819 Polipoli Road, Kula, Hawai'i 96790 ("Licensees").

WITNESSETH

WHEREAS, Licensor may grant licenses as easements to use Hawaiian home lands for "reservations, roads, and other rights-of-way" and "other improvements for public purposes" under section 207(c) of the Hawaiian Homes Commission Act, 1920, as amended (HHCA), and pursuant to Hawaii Administrative Rules (HAR) § 10-4-22, as amended, subject to section 207(c)(3) of the HHCA; and

WHEREAS, on October 28, 1994, the Board of Land and Natural Resources (BLNR) conveyed a portion of government land in Kalihi, Makawao, island of Maui, containing a net area of 75.36 acres to the Lessor by way of Land Patent Grant No. S-15,874 executed on March 22, 1996 (1994 Land Patent Grant);

WHEREAS, the landlocked Apana 2 parcel of land consisting of 5.64 acres, identified as Tax Map Key (2) 2-1-004:114, owned by Licensees, was excluded in the 1994 Land Patent Grant to Lessor; and

WHEREAS, on December 1, 1997, BLNR executed a grant of perpetual, non-exclusive access and utility easement to Garret W. C. Hew and Mary Michael Hew for Easement 1. Easement 1 is a portion of Land Patent Grant S-15,874 to the Department of Hawaiian Home Lands, containing an area of 944.0 square feet;

WHEREAS, Licensees have requested a license easement for the purpose of non-exclusive roadway and utility access identified as Easement 1; and

WHEREAS, Easement 1 appears to be the most direct route from a public road to the otherwise landlocked parcel.



"5"

AGREEMENT

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Premises.** Licensor grants to Licensees a perpetual non-exclusive access and utility easement (Easement 1) identified as Tax Map Key No. (2) 2-1-004:114, in Kalihi, Makawao, Island of Maui, containing a land area of approximately 944.0 square feet, more particularly described in Exhibit "A" and as shown on the map marked Exhibit "B" attached hereto and made parts hereof.

2. **Character of Use.** Licensees shall use the Premises only for perpetual, non-exclusive access and utility easement and immediate right-of-entry in, over, under, and across a portion of government land situated at Kalihi, Makawao, Island of Maui identified as Tax Map Key No. (2) 2-1-004:114.

3. **Term.** Licensor grants easement rights to Licensees, its successors, and permitted assigns in perpetuity.

4. **License Fee.** Licensor is affording grant to Licensees for gratis.

5. **Maintenance.** Licensees shall maintain its appliances and equipment in a clean, ordinary, and sanitary condition and repair and shall at all times with respect to the easement area use due care for public safety. Licensees shall not make, permit, or suffer any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the easement area.

6. **Vegetation.** Licensees shall at all times during the term of this easement keep trim all vegetation growing within, over, or onto the easement area so that it does not present a threat to public safety by creating or contributing to roadway, waterway, or pedestrian obstruction, visual obstruction to operators of vehicles, fire hazards, or interference with or downing of power lines.

7. **Reservation of Rights.** The Licensor reserves unto itself, and its successors the full use and enjoyment of the easement area, and to grant to others rights and privileges for any and all purposes affecting the easement area, provided, however that the rights herein reserved shall not be exercised by the Licensor or any agent, representative or assign of the Licensor, in a manner which interferes unreasonably with the Licensee in the use of the easement area for the purposes for which this easement is granted.

8. **Improvements.** Licensee shall not at any time construct, place, maintain, or install any building, structure, or improvement of any kind and description ("Improvement") over or upon the easement area, except with the prior written approval of the Chairman of the Hawaiian Homes Commission ("Chairman") and in full compliance with all applicable laws, ordinances, rules, or regulations. All improvements placed in or upon the easement area by the Licensees shall be done without cost or expense to the Licensor and shall remain the property of the Licensees and may be removed or otherwise disposed of by the Licensees at any time; provided, that the removal shall

be accomplished with minimum disturbance to the easement area, which shall be restored to its original state, or as close thereto as possible to the satisfaction of the Licensor, within a reasonable time after removal. Upon completion of any work performed in or upon the easement area, the Licensees shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement area in a clean and sanitary condition satisfactory to the Licensor.

9. **Observance of Laws.** Licensees shall observe all municipal, state, and federal laws applicable to the easement area, now in force or which may be in force which affects Licensees' permitted use of the easement area, including, but not limited to all environmental, health, safety, and non-discrimination laws. Licensees shall not do or commit or cause or suffer to be done, any willful or voluntary waste or destruction in and upon the easement area, any nuisance, or any unlawful or improper use of the easement area.

10. **Indemnification and Limitation on Liability.** Licensees shall not threaten or institute any claim, cause, suit, or action against Licensor as a state agency. Licensees' remedies, whether for damages or otherwise, shall be as expressly provided by public law. This section shall survive the expiration, cancellation, or termination of this License. Licensees agrees to release, defend, hold harmless and indemnify the Licensor, its officers, agents and employees or any person acting for and on its behalf, from and against all claims or demands for damage, including claims for property damage, personal injury or death, arising on, about or in connection with the easement area, caused directly or proximately by any failure on the part of the Licensees to use the easement area and maintain its appliances and equipment in the easement area in accordance with the terms and conditions of this Indenture, or arising out of or caused by any act or omission of the Licensees.

11. **Assignment.** This License or any rights granted herein shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Licensor, provided, however, that the Licensee may, without such consent, assign its rights hereunder to the trustee for the bondholder of the Licensee.

12. **Warranties.** The Licensee has inspected the easement area and knows the conditions thereof and fully assumes all risks incident to its use.

13. **Future Development and Relocation.** Should future development necessitate a relocation of the easement granted herein, or any portion thereof, the relocation shall be accomplished at the Licensees' own cost and expense; provided, however, that if other lands of the Licensor are available, the Licensor may, in the Licensor's sole and absolute discretion grant to the Licensor without payment of any money, a substitute easement of similar width within the reasonable vicinity of the original alignment, which substitute easement shall be subject to the same terms and conditions as that herein granted and as required by law.

14. **Termination and Abandonment.** These easement rights shall cease and terminate, and the easement area shall automatically be forfeited to the Licensor, without any action on the part of the Licensor, in the event of non-use or abandonment by the Licensee of the easement area, or any portion thereof, for a continuous period of one (1) year. In the event of termination or revocation of this easement, the Licensees shall peaceably deliver unto the Licensor possession of the premises, together with all improvements existing or constructed thereon or

Licenseses shall remove such improvements and shall restore the premises to its original state at the option of the Licensor. If the Licensees does not remove the improvements or restore the premises to the satisfaction of the Licensor, the Licensor may effect such action and the Licensor agrees to pay all costs and expenses for such action. Furthermore, upon the termination or revocation of this easement, should the Licensee fail to remove any and all of Licensees' personal property from the premises, after notice thereof, the Licensor may remove any and all of Licensees' personal property from the premises, and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Licensees' and the Licensees agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination or revocation of the easement.

15. Hazardous Material. Licensees shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Licensees shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials, and then only after written notice is given to Licensor of the identity of such materials and upon Licensor's consent which consent may be withheld at Licensor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Licensees, then the Licensees shall be responsible for the reasonable costs thereof. In addition, Licensees shall execute affidavits, representations, and the like from time to time at Licensor's request concerning Licensees' best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by Licensees. Licensees agree to release, indemnify, defend, and hold Licensor harmless, from any damages and claims resulting from the release of hazardous materials on the easement area occurring while Licensees are in possession, or elsewhere if caused by Licensees or persons acting under Licensees. These covenants shall survive the expiration or earlier termination of this easement. For the purpose of this easement "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

16. Withdrawal. Licensor reserves the right to withdraw the easement for public use or purposes, at any time during this grant of easement upon the giving of reasonable notice by the Licensor and without compensation.

17. Notice. Any notice, request, offer, approval, consent or other communication required or permitted to be given by or on behalf of either party to the other shall be given or communicated in writing by personal delivery, reputable overnight courier service which keeps receipts of deliveries (i.e., Federal Express), or United States certified mail (return receipt requested with postage fully prepaid) or express mail service addressed to the other party as follows:

To Licensee: Garret W. C. Hew
Mary Michael Hew
819 Polipoli Road
Kula, Hawai'i 96790

To Licensor: Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawai'i 96707
Attention: Land Management Division

With a copy to: Department of the Attorney General
425 Queen Street
Honolulu, Hawai'i 96813
Attention: DAG – PSHH Division

18. Miscellaneous.

18.1. Choice of Law. This License shall be construed, governed by, and interpreted in accordance with the laws of the State of Hawai'i.

18.2. Severability. If any provision of this License is held to be invalid, void, or unenforceable, the validity or enforceability of the other provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18.3. Paragraph Headings. The headings of paragraphs in this License are inserted only for convenience and shall in no way define, describe, or limit the scope or intent or any provision of this License.

18.4. Integration. This License incorporates all agreements between the parties relating to the subject matter hereof, and supersedes all other prior oral or written letters, agreements, or understandings relating to the subject matter hereof. This License may not be modified or amended, nor any of the provisions hereof waived, except by an instrument in writing signed by the parties hereto.

18.5. Counterparts. The parties hereto agree that this License 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 parties hereto, notwithstanding all the parties are not signatory to the original or the same counterparts. In making proof of this License, it shall not be necessary to produce or account for more than one such counterpart. For all purposes, including, without limitation, recordation, and delivery of this License, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[REMAINDER OF PAGE BLANK -- SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

APPROVED BY THE HHC
AT ITS MEETING HELD ON
June 26, 2023

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

Alyssa Marie Yukiko Kaw

Deputy Attorney General
State of Hawaii

By *Kali Watson*
Kali Watson, Chairman
Hawaiian Homes Commission

LICENSOR

By *Garret W. C. Hew*
Garret W. C. Hew

By *Mary Michael Hew*
Mary Michael Hew

LICENSSEES



EXHIBIT "A"
TMK No. (2) 2-1-004:114 (por.)



STATE OF HAWAII
SURVEY DIVISION
DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.P. No. 22,597

May 7, 1997

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENT

EASEMENT I

Kalihi, Makawao, Maui, Hawaii

Being a portion of Grant S-15,874 to Department of Hawaiian Home Lands.

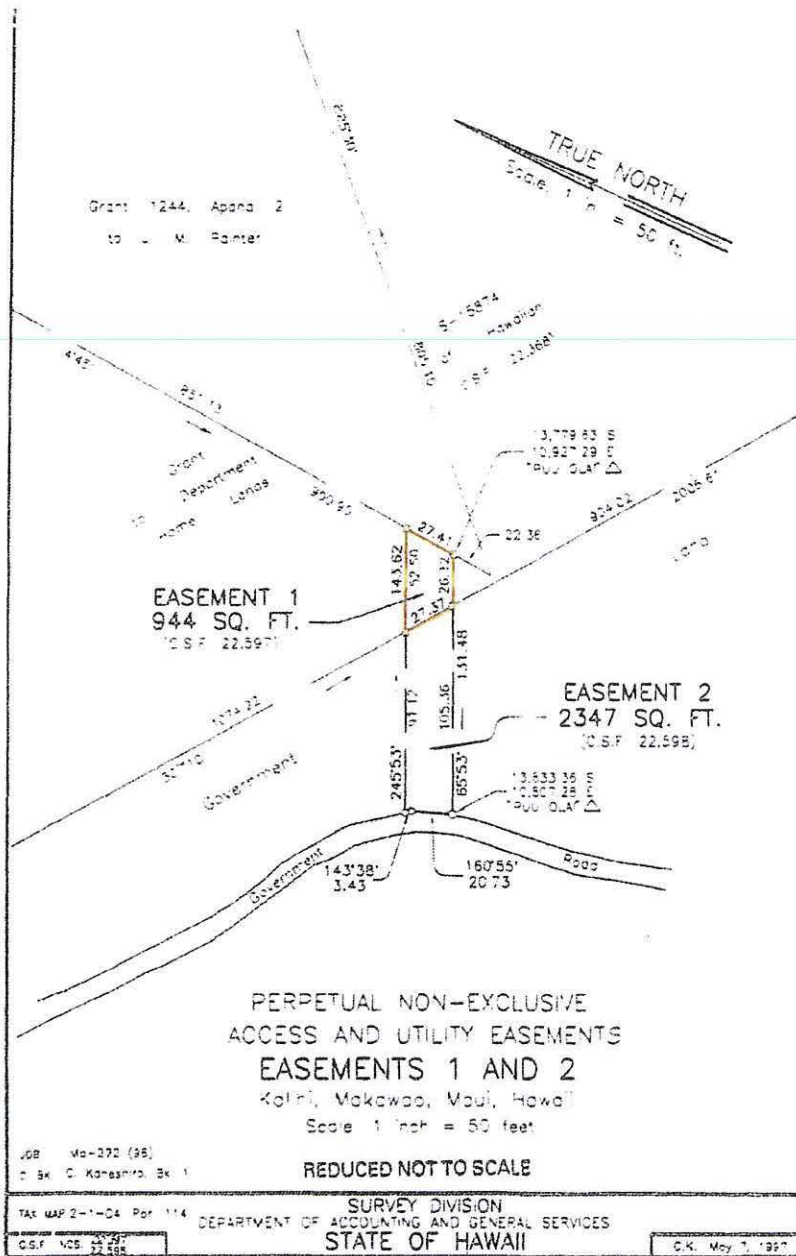
Beginning at the southeast corner of this easement and on the west boundary of Grant 1244, Apana 2 to J. M. Painter, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,779.63 feet South and 10,927.29 feet East, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|--|
| 1. 65° 53' | 26.12 feet along the remainder of Grant S-15,874 to Department of Hawaiian Home Lands; |
| 2. 127° 10' | 27.37 feet along the Government Land of Kalihi; |
| 3. 245° 53' | 52.50 feet along the remainder of Grant S-15,874 to Department of Hawaiian Home Lands; |
| 4. 4° 45' | 27.41 feet along Grant 1244, Apana 2 to J. M. Painter to the point of beginning and containing an AREA OF 944 SQUARE FEET. |

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn J. Kodani
Glenn J. Kodani
Land Surveyor gm

EXHIBIT "B"
TMK No. (2) 2-1-004:114 (por.)

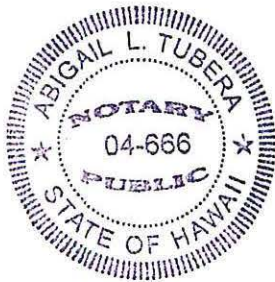


"5"

STATE OF HAWAII)
) ss:
CITY & COUNTY OF HONOLULU)

On August 3, 2023, in the First Circuit, State of Hawaii, before me appeared KALI WATSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person is the CHAIRMAN of the HAWAIIAN HOMES COMMISSION, and the person executed the foregoing instrument identified or described as LICENSE EASEMENT NO. 858, as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is undated and contained 11 pages at the time of this acknowledgment/certification.



Abigail L. Tubera

Print Name: Abigail L. Tubera

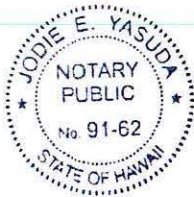
Notary Public, State of Hawaii

My commission expires: November 21, 2024



STATE OF HAWAII)
) SS
COUNTY OF MAUI)

On this 31st day of July, 2023, before me appeared Garret W. C. Hew, to me personally known, who, being by me duly sworn, did say that he is the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.



Jodie E. Yasuda
Notary Public, State of Hawaii
Print Name Jodie E. Yasuda
My commission expires: 7/8/2025

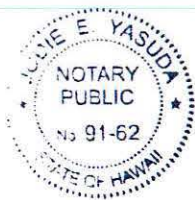
Document Date:	<u>undated</u>	# of Pages:	<u>11</u>
Notary Name:	<u>Jodie E. Yasuda</u>		<u>2nd</u> Circuit
Doc. Description:	<u>License Easement</u>		
	<u>858</u>		
<u>Jodie E. Yasuda</u> Notary Signature			
NOTARY CERTIFICATION			



"5"

STATE OF HAWAII)
) SS
COUNTY OF MAUI)

On this 31st day of July, 2023, before me appeared Mary Michael Hen, to me personally known, who, being by me duly sworn, did say that he is the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.



Jodie E. Yasuda
Notary Public, State of Hawaii
Print Name Jodie E. Yasuda
My commission expires: 7/8/2025

Document Date:	<u>undated</u>	# of Pages:	<u>11</u>
Notary Name:	<u>Jodie E. Yasuda</u>		<u>2nd</u> Circuit
Doc. Description:	<u>License Easement</u>		
	<u>858</u>		
<u>Jodie E. Yasuda</u> Notary Signature			
NOTARY CERTIFICATION			



"5"

Return by Mail () Pickup () To:

Affects TMK: (2) 2-1-004:114 (portion)

CONSENT TO ASSIGNMENT OF LICENSE EASEMENT

The STATE OF HAWAII, by its Hawaiian Homes Commission, the Licensor named in that certain unrecorded indenture of license, License Easement No. 858, dated July 31, 2023, made by and between it, as Licensor, and **Garret W. C. Hew and Mary Michael Hew**, husband and wife, as tenants by the entirety, as Licensee, unrecorded, does hereby consent to the assignment of the License Easement No. 858 to **Leigh Bray and Diana Bray**, husband and wife, as tenants by entirety, whose mailing address is 3505 Malina Place, Kihei, Hawai'i 96753, as Assignee, upon the following express conditions:

(1) This consent shall not authorize, nor be deemed to authorize, any further or other assignment of the License; (2) This Consent shall not be deemed nor construed to be a waiver of any of the terms, covenants, conditions, or provisions of the License; all rights of the Licensor under the License being hereby reserved; (3) Should there be any conflict between the provisions of the License and the Assignment of License, the provisions in the former shall control; and (4) All other conditions upon which the approval of this consent was made subject to, by the Hawaiian Homes Commission on June 26, 2023.

[the remainder of this page is left intentionally blank; signature page to follow]

— EXHIBIT "6" —

DHHL
LMD

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Department of Hawaiian Home Lands, has caused the seal of the Department of Hawaiian Home Lands to be hereunto affixed and these presents to be duly executed this 3rd day of August, 2023.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

By *Kali Watson*

Kali Watson, Chairman
Hawaiian Homes Commission

APPROVED AS TO FORM:

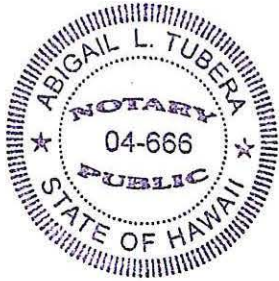
Alyssa Marie Yukiko Kaw

Deputy Attorney General
State of Hawai'i

STATE OF HAWAII)
) ss:
CITY & COUNTY OF HONOLULU)

On August 3, 2023, in the First Circuit, State of Hawaii, before me appeared KALI WATSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person is the CHAIRMAN of the HAWAIIAN HOMES COMMISSION, and the person executed the foregoing instrument identified or described as CONSENT TO ASSIGNMENT OF LICENSE EASEMENT, as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is undated and contained 3 pages at the time of this acknowledgment/certification.



Abigail L. Tubera

Print Name: Abigail L. Tubera

Notary Public, State of Hawaii

My commission expires: November 21, 2024

"6"



LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

LEIGH BRAY
DIANA BRAY
[REDACTED]
ENGLEWOOD CO 80113

TG: 7311396616
TGE: 2267322126156
Tamara Cabanilla-
Aricayos

Tax Key: (2) 2-1-004-037

Total No. of Pages: _____

ASSIGNMENT OF NON-EXCLUSIVE EASEMENTS

THIS INDENTURE made this 13th day of November, 2023, by and between GARRET W. C. HEW and MARY MICHAEL HEW, husband and wife, whose address is [REDACTED], Kula, Hawaii 96790, hereinafter called the "Assignor", and LEIGH BRAY and DIANA BRAY, husband and wife, whose address is [REDACTED], Englewood, Colorado 80113, hereinafter called the "Assignee";

WITNESSETH THAT:

The Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Assignor paid, the receipt of which is acknowledged, does hereby sell, assign, transfer and set over to the Assignee as tenants by the entirety with full rights of survivorship, those certain perpetual non-exclusive easements described in Grant of Non-Exclusive Easement dated December 1, 1997, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 97-167954 (the "Grant of Easement"), being Perpetual

Non-Exclusive Access and Utility Easement, EASEMENT 1, and Perpetual Non-Exclusive Access and Utility Easement, EASEMENT 2, both more particularly described in Exhibits "A" and "B", respectively, and Exhibit "C", all attached hereto and by this reference incorporated herein.

AND all the estate, right, title and interest of the Assignor in and to the said Easements.

TO HAVE AND TO HOLD the same unto the Assignee in the manner hereinabove set forth for the rest, residue and remainder of the term of said Easements upon and subject to all the terms, covenants, conditions, and provisions therein contained and on the part of the Grantees named in the Grant of Easement.

AND THE ASSIGNOR hereby covenants with the Assignee that the Assignor is the lawful owner of the Easements and has good right to convey the same as aforesaid; that the same are free and clear of all encumbrances except as provided herein or in the Grant of Easement, which is now in full force and effect in accordance with its terms and not in default in any respect whatsoever; and that the Assignor will WARRANT and DEFEND the same unto the Assignee for the full term thereof against the lawful claims and demands of all persons, except as aforesaid.

AND THE ASSIGNEE in consideration thereof hereby covenants with the Assignor that the Assignee will observe and perform all the covenants therein contained and on the part of the Grantees therein named to be observed and performed, and will indemnify the Assignor against the nonobservance and nonperformance of these covenants.

The assignment herein set forth and the warranties of the Assignor concerning the same are expressly declared to be in favor of the Assignee, the heirs, representatives, administrators, successors and assigns of the Assignee.

AND IT IS HEREBY MUTUALLY AGREED that the transfer herein and the covenants contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, administrators, successors in interest of title and permitted assigns, and that the covenant of any two or more persons herein shall be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. The term "lease" herein shall mean and include the lease assigned hereby, as it may have been amended to the date hereof.

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 Assignor and Assignee have executed this instrument as of the day and year first above written.




GARRET W. C. HEW

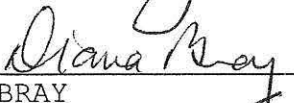


MARY MICHAEL HEW

Assignor



LEIGH BRAY



DIANA BRAY

Assignee

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

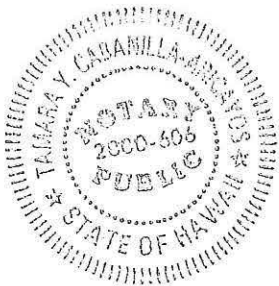
On NOV 0 2 2023, before me personally appeared GARRET W. C. HEW and MARY MICHAEL HEW, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed this 8-page Assignment of Non-Exclusive Easements dated _____, in the Second Circuit of the State of Hawaii, as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).



[Signature]
Print Name: _____
Notary Public, State of Hawaii.
GWEN VIDA
EXPIRATION: October 11, 2026
My commission expires: _____

STATE OF Hawaii)
) SS.
COUNTY OF Maui)

On November 13 2023, before me personally appeared LEIGH BRAY and DIANA BRAY, 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: _____
Notary Public, in and for said State and County. TAMARA Y. CABANILLA-ARICAYOS
EXPIRATION: February 22, 2025
My commission expires: _____



NOTARY CERTIFICATE, STATE OF HAWAII
Doc. Description/ID: Assignment of Non-Exclusive Easements
Doc. Date: NOV 13 2023 Pages: 8
Tamara Y Cabanilla-Aricayos, 2nd Circuit
[Signature] NOV 13 2023
Notary Signature Cert. Date

"7"



STATE OF HAWAII
 SURVEY DIVISION
 DEPT. OF ACCOUNTING AND GENERAL SERVICES
 HONOLULU

C.A.P. No. 22,597

May 7, 1997

PERPETUAL NON-EXCLUSIVE
 ACCESS AND UTILITY EASEMENT

EASEMENT I

Kalihi, Makawao, Maui, Hawaii

Being a portion of Grant S-15,874 to Department of Hawaiian Home Lands.

Beginning at the southeast corner of this easement and on the west boundary of Grant 1244, Apana 2 to J. M. Painter, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,779.63 feet South and 10,927.29 feet East, thence running by azimuths measured clockwise from True South:

- | | | |
|----|----------|--|
| 1. | 65° 53' | 26.12 feet along the remainder of Grant S-15,874 in Department of Hawaiian Home Lands; |
| 2. | 127° 10' | 27.37 feet along the Government Land of Kalihi; |
| 3. | 243° 53' | 52.50 feet along the remainder of Grant S-15,874 to Department of Hawaiian Home Lands; |
| 4. | 4° 45' | 27.41 feet along Grant 1244, Apana 2 to J. M. Painter to the point of beginning and containing an AREA OF 944 SQUARE FEET. |

SURVEY DIVISION
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
 STATE OF HAWAII

By: Gleann J. Kodani
 Gleann J. Kodani
 Land Surveyor gm

Compiled from map furnished by
 Newcomer-Lee Land
 Surveyors, Inc., CSF 22368
 and Govt. Survey Records.
 TMK: 2-1-04:Por. 114

EXHIBIT "A"

"7"



STATE OF HAWAII
 SURVEY DIVISION
 DEPT. OF ACCOUNTING AND GENERAL SERVICES
 HONOLULU

May 7, 1997

27.598

PERPETUAL NON-EXCLUSIVE
 ACCESS AND UTILITY EASEMENT

EASEMENT 2

Kalihi, Makawao, Maui, Hawaii

Being a portion of the Government Land of Kalihi.

Beginning at the southwest corner of this easement and on the northeast side of Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being 13,833.36 feet South and 10,807.28 feet East, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|--|
| 1. 160° 55' | 20.73 feet along the northeast side of Government Road; |
| 2. 143° 38' | 3.43 feet along the northeast side of Government Road; |
| 3. 245° 53' | 91.12 feet along the remainder of the Government Land of Kalihi; |
| 4. 307° 10' | 27.37 feet along Grant S-15874 to Department of Hawaiian Home Lands; |

EXHIBIT "B"

-1-

"7"

22,598
S.F. OR

May 7, 1997

S. 65° 53'

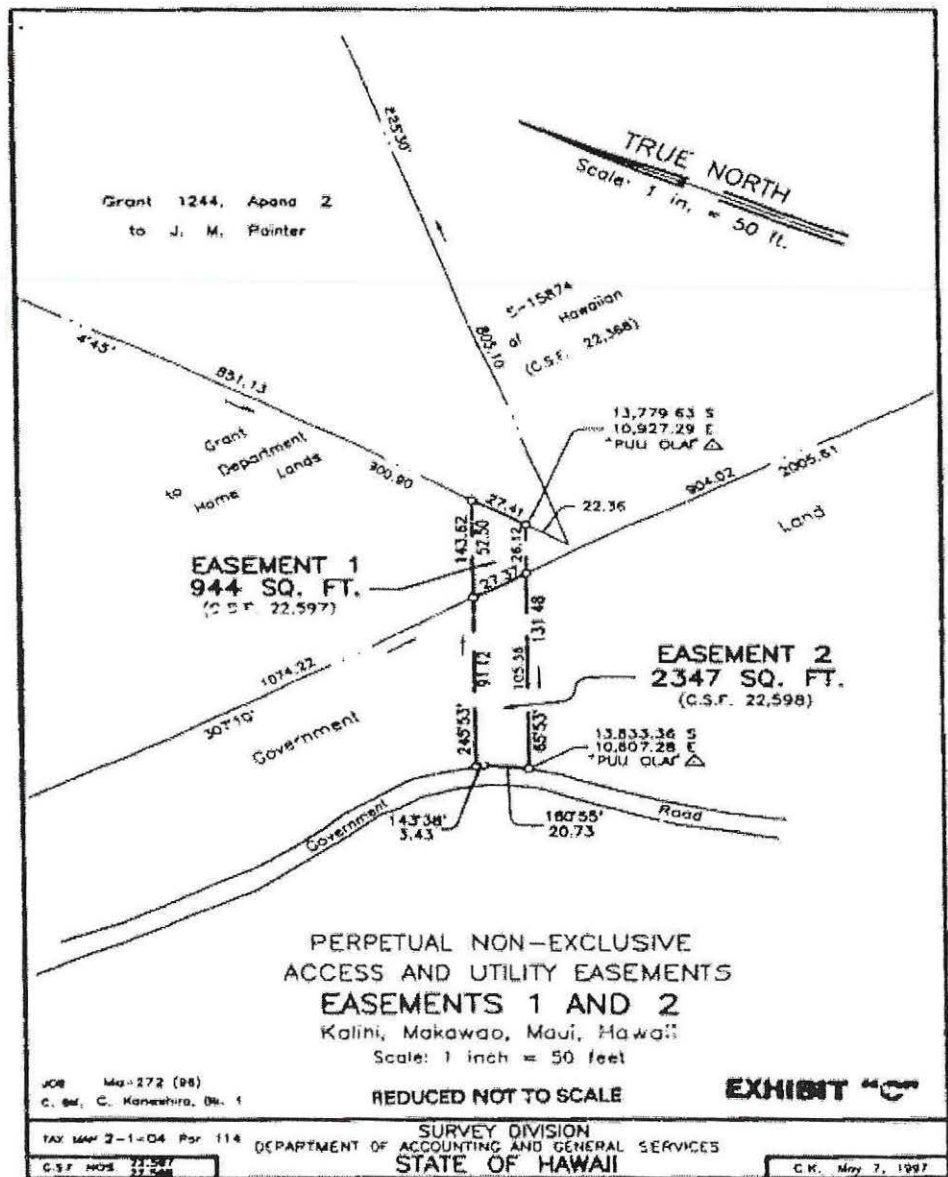
105.36 feet along the remainder of the Government
Land of Kalihi to the point of beginning
and containing an AREA OF 2347
SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Glenn Kodani
Glenn J. Kodani
Land Surveyor

gjr

Compiled from map form, by
Newcomer-Lee Land
Surveyors, Inc., CSF 22368
and Govt. Survey Records.
TMK: 2-1-04:Por. 114



"7"