



First American Title™

CLTA Form No. 1 – Litigation Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50083215-800970

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Dated: October 27, 2023

First American Title Insurance Company

Dennis J. Gilmore
President

Greg L. Smith
Secretary

Issued by:



TITLE GUARANTY
HAWAII

Title Guaranty of Hawaii, LLC

235 Queen Street
Honolulu Hawaii 96813
Telephone (808) 533-6261
Fax (808) 521-0221
Email title@tghawaii.com

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under Hawaii statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly

GUARANTEE CONDITIONS (continued)

reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce

other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- (d) Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

GUARANTEE CONDITIONS (continued)

- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provided that this does not supersede Hawaii's Uniform Arbitration Act, Hawaii Revised Statutes, Chapter 658A, either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Subject to the provisions of Hawaii Revised Statutes, Chapter 658A, arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

GUARANTEE CONDITIONS (continued)

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.**

SCHEDULE A

File No.: 7311445236

Amount of Liability: \$50,000.00

Date of Guarantee: October 27, 2023 at 8:00 a.m. Fee: \$600.00

1. Name of Assured:

COUNTY OF KAUAI

2. The estate or interest in the Land that is the subject of this Guarantee is:

FEE SIMPLE

3. The Land referred to in this Guarantee is situated in the State of Hawaii, County of Kauai, and is described as follows:

See Exhibit "A"

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to foreclose on delinquent Real Property Taxes referred to in Paragraph 1 of Schedule B Part I. It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:

KAPAA 382, LLC, a Hawaii limited liability company, an administratively terminated, as Fee Owner

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

d. The current interest holders claiming some right, title or interest by reason of the matters shown in part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.

e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

PART I

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (4) 4-3-011-001-0055 Apt. No. 11D

Real Property Tax Website: [\(4\) 4-3-011-001-0055](#)

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

INSTRUMENT : LAND COURT GRANT NO. 5266

DATED : April 14, 1910

The foregoing includes, but is not limited to, matters relating to water rights.

4. Exception and reservation of roads and trails as set forth in Land Patent Grant No. 5266 to Rufus P. Spalding, dated April 14, 1910.
5. Free flowage of ditch and stream as referenced on Tax Map.
6. Ditches referenced on survey map prepared by Pedro Y. Guzman, Licensed Professional Land Surveyor of R.M. Towill Corporation, dated March 18, 1998.

SCHEDULE B CONTINUED

7. Kainahola Stream referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying dated August 24, 2004.

8. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : May 21, 1999
RECORDED : Document No. 99-082059

9. GRANT in favor of THE LIHUE PLANTATION COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1999, recorded as Document No. 99-082060; re: granting an irrevocable easement rights affecting portions of the Property, and appurtenant to the Seller's land, for use, operation, maintenance, repair, improvement and/or replacement of such portions of the Irrigation Ditch System as are located within the perimeter boundaries of the property.

10. -AS TO LOT 1:-
 - (A) Designation of Easement "AU-3" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
 - (B) Designation of Easement "AU-48" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
 - (C) Designation of Easement "D-10" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
 - (D) Designation of Easement "D-12" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
 - (E) Designation of Easement "D-16" (15 feet wide) for irrigation

SCHEDULE B CONTINUED

ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

- (F) Designation of Easement "D-17" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) Designation of Easement "D-44" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Designation of Easement "D-47" (10 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Designation of Easement "D-56" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (J) Designation of Easement "P-4" for irrigation ditch system purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (K) Designation of Easement "P-5" for irrigation ditch system purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (L) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (M) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

11. -AS TO LOT 2 ONLY:-

- (A) LICENSE AGREEMENT by and between KAPAA 382, LLC, a Hawaii limited liability company "Licensor", and : ROBERT GRINPAS and ESTHER GRINPAS, husband and wife, "Licensee", dated

SCHEDULE B CONTINUED

August 13, 1999, recorded as Document No. [2000-011540](#), for a term of 15 years commencing on August 15, 1999.

- (B) Designation of Easement "AU-2" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "AU-15" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "AU-48" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Designation of Easement "D-11" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Designation of Easement "D-13" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) Designation of Easement "D-39" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Designation of Easement "D-40" (10 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Designation of Easement "DR-2" for drainage purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (J) Designation of Easement "P-6" for irrigation ditch system purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (K) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land

SCHEDULE B CONTINUED

Surveyor dated November 16, 2018.

- (L) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (M) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

12. -AS TO LOT 3 ONLY:-

- (A) Designation of Easement "AU-1" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (B) Designation of Easement "AU-48" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "D-14" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

13. -AS TO LOT 4 ONLY:-

- (A) Designation of Easement "D-15" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November

SCHEDULE B CONTINUED

16, 2018.

- (B) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

14. -AS TO LOT 5:-

- (A) Designation of Easement "AU-6" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (B) Designation of Easement "AU-8" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "AU-30" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "AU-49" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Designation of Easement "D-19" (20 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Designation of Easement "D-21" (15 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

SCHEDULE B CONTINUED

- (G) Designation of Easement "D-23" (20 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Designation of Easement "D-25" (10 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Designation of Easement "D-51" (10 feet wide) for irrigation ditch system purposes, as referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (J) Designation of Easement "DR-3" for drainage purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (K) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (L) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (M) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (N) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

15. -AS TO LOT 6:-

- (A) Designation of Easement "AU-7" (56 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land

SCHEDULE B CONTINUED

Surveyor dated November 16, 2018.

- (B) Designation of Easement "AU-50" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "AU-51" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "D-22" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Designation of Easement "D-34" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Designation of Easement "D-50" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) Designation of Easement "D-52" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (J) Reservoir(s) and/or Dam(s) as referenced on the tax map and any matters arising out of "Hawaii Dam and Reservoir Safety Act of 2007", Chapter 179D of the Hawaii Revised Statutes.

16. -AS TO LOT 7:-

- (A) Designation of Easement "AU-23" (16 and 56 feet wide) for pedestrian, vehicular access, and utility purposes, referenced on subdivision map prepared by Dennis M. Esaki,

SCHEDULE B CONTINUED

Land Surveyor dated November 16, 2018.

- (B) Designation of Easement "AU-24" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "AU-29" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "AU-47" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Designation of Easement "AU-49" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Designation of Easement "AU-53" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) Designation of Easement "D-18" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Designation of Easement "D-20" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Designation of Easement "D-24" (10 and 20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (J) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (K) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (L) Setback (8 feet wide) for road widening purposes, as shown

SCHEDULE B CONTINUED

on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

- (M) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

17. -AS TO LOT 8:-

- (A) Designation of Easement "AU-25" (20 and 40 feet wide) for pedestrian, vehicular access, and utility purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (B) Designation of Easement "AU-53" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "D-27" (20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded on Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

SCHEDULE B CONTINUED

18. -AS TO LOT 9:-

- (A) Designation of Easement "AU-26" (20 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (B) Designation of Easement "AU-53" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation Easement "AU-54" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "D-28" (10 and 20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Setback (8 feet wide) for road widening purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

19. -AS TO LOT 10:-

- (A) Designation of Easement "AU-46" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land

SCHEDULE B CONTINUED

Surveyor dated November 16, 2018.

- (B) Designation of Easement "AU-54" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "D-29" (10 and 20 feet wide) for irrigation ditch system purposes as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "DR-4" for drainage purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (E) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

20. -AS TO LOT 11:-

- (A) Designation of Easement "AU-4" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (B) Designation of Easement "D-41" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (C) Designation of Easement "D-54" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (D) Designation of Easement "DR-1" for drainage purposes, referenced on subdivision map prepared by Dennis M. Esaki,

SCHEDULE B CONTINUED

Land Surveyor dated November 16, 2018.

- (E) Designation of Easement "DR-5" for drainage purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (F) Drainage and Building Setback lines as per survey prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (G) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (H) Setback (13 feet wide) for road widening purposes, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.
- (I) Restriction of vehicle access rights, as shown on subdivision map prepared by Dennis M. Esaki, Land Surveyor dated November 16, 2018.

21. -AS TO LOT 12:-

- (A) Designation of Easement "D-2" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-3" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-42" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-55" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "E-9A" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires

SCHEDULE B CONTINUED

Land Surveying, dated August 24, 2004.

- (F) Designation of Easement "P-1" for irrigation ditch system purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "G-1" for future road widening grading purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (I) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Setback (13 feet wide) for road widening purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (K) Restriction of vehicle access rights, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (L) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (M) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

22. -AS TO LOT 13:-

- (A) Designation of Easement "D-4" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared

SCHEDULE B CONTINUED

by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (B) Designation of Easement "D-5" (15-30 feet wide) for irrigation ditch system purposes, as show on subdivision map prepared by Roger M.n Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-43" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "P-2" for irrigation ditch system purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (F) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

23. -AS TO LOT 14:-

- (A) Designation of Easement "AU-16" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-40" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-1" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "E-9B" (60 feet wide) for overhead ditch system purposes, as shown on subdivision map prepared

SCHEDULE B CONTINUED

by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (E) Designation of Easement "P-3" for overhead ditch system purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "G-2" for future road widening grading purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (H) Restriction of vehicle access rights along Olohena Road, referenced on subdivision map prepared by Roger M Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (J) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

24. -AS TO LOT 15:-

- (A) Designation of Easement "AU-12" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "D-6" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

SCHEDULE B CONTINUED

- (C) Designation of Easement "D-31" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-35" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-48" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (G) Setback (6 feet wide) for future road widening purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

25. -AS TO LOT 16:-

- (A) Designation of Easement "AU-5" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-17" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-35" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-7" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

SCHEDULE B CONTINUED

- (E) Designation of Easement "D-36" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-45" (15 feet wide) for irrigation ditch system purposes, on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "E-9C" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "G-3" for future road widening grading purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (J) Restriction of vehicle access rights along Olohena Road, referenced on subdivision map prepared by Roger M Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (K) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (L) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

26. -AS TO LOT 17:-

- (A) Designation of Easement "AU-9" (44 and 56 feet wide) for

SCHEDULE B CONTINUED

pedestrian, vehicular access, and utility purposes, referenced on subdivision map prepared by Roger M Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

- (B) Designation of Easement "AU-11" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-39" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-26" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-33" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-49" (10 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (H) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (I) GRANT in favor of KENNETH SMALHEISER, unmarried, DANIEL DIAMOND, a married man, and WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. [2002-148167](#); granting a nonexclusive easement in, through, under and across Easement "K-AU-1" for access and utility purposes.

Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. [2002-148170](#).

SCHEDULE B CONTINUED

27. -AS TO LOT 18:-

- (A) Designation of Easement "AU-13" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-18" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-36" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "D-8" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-32" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-37" (15 and 30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "D-46" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "E-9D" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Designation of Easement "G-4" for future road widening grading purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying,

SCHEDULE B CONTINUED

dated August 24, 2004.

- (J) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (K) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (L) Restriction of vehicle access rights along Oloheua Road, referenced on subdivision map prepared by Roger M Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (M) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (N) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

28. -AS TO LOT 19:-

- (A) Designation of Easement "AU-14" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-19" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "AU-20" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.

SCHEDULE B CONTINUED

- (D) Designation of Easement "AU-41" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "D-9" (30 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "D-38" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Designation of Easement "E-7B" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (H) Designation of Easement "AU-44" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (I) Designation of Easement "G-5" for future road widening grading purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (K) Drainage and Building Setback lines as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated November 21, 2004.
- (L) Restriction of vehicle access rights along Oloheha Road, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (M) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown

SCHEDULE B CONTINUED

on the map attached thereto.

- (N) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

29. -AS TO LOT 20:-

- (A) Designation of Easement "AU-21" (44 feet wide) for pedestrian, vehicular access, and utility, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Designation of Easement "AU-37" (44 feet wide) for pedestrian, vehicular access, and utility purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (C) Designation of Easement "D-30" (20 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (D) Designation of Easement "E-5A" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (E) Designation of Easement "E-7A" (60 feet wide) for overhead electrical transmission purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (F) Designation of Easement "G-6" for future road widening purposes, referenced on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (G) Native Hawaiian Stream Access Easement, 10 feet from each bank, as per survey prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.
- (H) Drainage and Building Setback lines as per survey prepared

SCHEDULE B CONTINUED

by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 21, 2004.

- (I) Restriction of vehicle access rights along Olohena Road, referenced on subdivision map prepared by Roger M Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (J) GRANT in favor of GTE HAWAIIAN TELEPHONE COMPANY, INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 28, 1975, recorded in Liber 11015 at Page 529; granting a right and easement for utility purposes, as shown on the map attached thereto.
- (K) GRANT in favor of CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, recorded as Document No. 98-161869; granting a right and easement for utility purposes over Easements "E-5", "E-7", and "E-9", more particularly described therein.

30. -AS TO LOT 21:-

- (A) Designation of Easement "D-53" (15 feet wide) for irrigation ditch system purposes, as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying, dated August 24, 2004.
- (B) Drainage and Building Setback lines as shown on subdivision map prepared by Roger M. Caires, Land Surveyor with Caires Land Surveying dated August 24, 2004.

31. -AS TO REMNANT 4:-

- (A) Easement for irrigation and drainage purposes, being a strip of land ten feet wide, more particularly described in instrument dated November 17, 2000, recorded as Document No. 2000-162045.
- (B) Any claim or boundary dispute which may exist or arise by reason of the failure of the Grant of Easement dated August 1, 2002 referred to in Schedule "C" to locate with certainty the boundaries of the Easement "K-AU-2" described in said

SCHEDULE B CONTINUED

instrument.

32. -AS TO REMNANT 7:-

GRANT in favor of WILLIAM R. HANCOCK, a married man, dated August 1, 2002, recorded as Document No. 2002-148166; granting a nonexclusive easement in, through, under and across Easement K-AU-2 for access and utility purposes. (Consent given by JEANNETTE P. MEIER, unmarried, by instrument dated August 2, 2002, recorded as Document No. 2002-148170).

33. The terms and provisions contained in the following:

INSTRUMENT : LAND USE AGREEMENT

DATED : March 14, 2003

RECORDED : Document No. 2003-229571

PARTIES : KAPAA 382, LLC ("Kapaa 382"); KAPAA 160, LLC ("Kapaa 160"); THE HANCOCK COMPANY, INC. PROFIT SHARING PLAN AND TRUST, WILLIAM R. HANCOCK, Trustee, and JUNE VAN DAHM and KRIS VAN DAHM, husband and wife (collectively called the "Lot 28 Owners"; ROBERT VALENTI ("Valenti"); and KAREN B. COLE ("Cole")

34. GRANT in favor of KAUAI ISLAND UTILITY COOPERATIVE and VERIZON HAWAII INC., now known as HAWAIIAN TELCOM, INC., dated on March 3, 2004, recorded as Document No. 2004-087882; granting a right and easement for utility purposes, as shown on the map attached thereto as Exhibit "A".

No joinder by DANIEL J. DIAMOND; WILLIAM R. HANCOCK, Trustee of the Hancock and Company, Inc. Profit Sharing Plan and Trust; and JUNE VAN DAHM and KRIS VAN DAHM.

35. MORTGAGE

MORTGAGOR : KAPAA 382, LLC, a Hawaii limited liability company

MORTGAGEE : WILLIAM F. MOWRY, Trustee of the R. S. Mowry Trust

SCHEDULE B CONTINUED

dated May 26, 2000, WILLIAM F. MOWRY and MARTHA J. MOWRY, Trustees of the William F. Mowry Living Trust dated November 16, 2000, and MARTHA J. MOWRY and WILLIAM F. MOWRY, Trustees of the Martha J. Mowry Living Trust dated November 16, 2000

DATED : July 9, 2004
RECORDED : Document No. [2004-157802](#)
AMOUNT : \$9,000,000.00 - covers the land described in Schedule C, besides other land

ABOVE MORTGAGE BY MESNE ASSIGNMENTS ASSIGNED

TO : ASSOCIATION OF APARTMENT OWNERS OF KULANA CONDOMINIUM

DATED : April 1, 2010
RECORDED : Document No. [2010-047200](#)

36. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE

DATED : October 16, 2003
RECORDED : Document No. [2004-180702](#)
PARTIES : KAPAA 382, LLC, a Hawaii limited liability company, and the COUNTY OF KAUAI

37. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT TO RELEASE RIGHTS TO THREE-PHASE POWER INSTALLATION

DATED : August 31, 2004
RECORDED : Document No. [2004-189923](#)
PARTIES : KAPAA 382, LLC, a Hawaii limited liability company, and KAUAI ISLAND UTILITY COOPERATIVE, a consumer cooperative

38. The terms and provisions contained in the following:

SCHEDULE B CONTINUED

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE KULANA SUBDIVISION

DATED : August 27, 2004
RECORDED : Document No. 2004-191224

Said Declaration was amended by instrument dated April 29, 2005,
recorded as Document No. 2005-090236.

39. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF GRANT AND RESERVATION OF EASEMENTS
FOR KULANA SUBDIVISION

DATED : February 13, 2004
RECORDED : Document No. 2004-214158

40. The terms and provisions contained in the following:

INSTRUMENT : OLOHENA ROAD DEFERRED DEDICATION AGREEMENT

DATED : October 14, 2004
RECORDED : Document No. 2004-236777
PARTIES : KAPAA 382, LLC, a Hawaii limited liability company,
and COUNTY OF KAUAI

41. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR
"KULANA" CONDOMINIUM PROJECT

DATED : November 24, 2004
RECORDED : Document No. 2004-252101
MAP : 3902 and any amendments thereto

Amended and Restated Declaration of Condominium Property Regime
dated --- (acknowledged January 20, 2005), recorded as Document
No. 2005-015753.

Consent and Joinder dated November 30, 2004, recorded as Document
No. 2004-257780, dated December 1, 2004, recorded as Document No.

SCHEDULE B CONTINUED

2004-257781, dated December 2, 2004, recorded as Document No. [2004-257782](#), dated December 2, 2004, recorded as Document No. [2004-255458](#), dated December 1, 2004, recorded as Document No. [2004-257779](#), and dated October 17, 2009, recorded as Document No. [2009-161757](#).

Said Declaration was amended by instruments dated July 15, 2005, recorded as Document No. [2005-143463](#), dated June 8, 2006, recorded as Document No. [2006-160828](#), and dated October 17, 2009, recorded as Document No. [2009-161757](#).

ASSIGNMENT OF GUEST HOUSE DESIGNATION RIGHTS AS TO LOT 11 OF THE KULANA SUBDIVISION dated September 19, 2014, recorded as Document No. [A-53790858](#).

CLARIFICATION AND CONFIRMATION OF AMENDMENT OF DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KULANA dated July 30, 2018, recorded as Document No. [A-67920600](#).

Said Declaration was further amended by instrument dated August 8, 2018, recorded as Document No. [A-67950856](#).

42. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF CONDOMINIUM OWNERS

DATED : November 24, 2004
RECORDED : Document No. [2004-252102](#)

Said By-Laws was amended by instrument dated October 17, 2009, recorded as Document No. [2009-161757](#).

Consent and Joinder dated November 30, 2004, recorded as Document No. [2004-257780](#), dated December 1, 2004, recorded as Document No. [2004-257781](#), dated December 2, 2004, recorded as Document No. [2004-257782](#), dated December 2, 2004, recorded as Document No. [2004-255458](#), dated December 1, 2004, recorded as Document No. [2004-257779](#), and dated October 17, 2009, recorded as Document No. [2009-161757](#).

43. Effects, if any of AMENDMENT TO DECLARATION AND TO CONDOMINIUM MAP OF THE CONDOMINIUM PROPERTY REGIME "KULANA" dated May 14, 2010, recorded as Document No. [2010-070973](#).

SCHEDULE B CONTINUED

44. CONVEYANCE OF WATER FACILITY dated October 21, 2021, recorded as Document No. [A-79720836](#).

45. CONVEYANCE OF WATER FACILITY dated October 21, 2021, recorded as Document No. [A-79720837](#).

46. 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.

47. MORTGAGE

MORTGAGOR : KAPAA 382, LLC, a Hawaii limited liability company

MORTGAGEE : JAMES A. JENNINGS and NANCY L. JENNINGS, husband and wife

DATED : February 14, 2007

RECORDED : Document No. [2007-041522](#)

AMOUNT : \$550,000.00

48. TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT OF FINANCE, COUNTY OF KAUAI

AGAINST : KAPAA 382, LLC

DATED : May 20, 2008

RECORDED : Document No. [2008-084721](#)

AMOUNT : \$8,092.93

SCHEDULE B CONTINUED

49. TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT OF FINANCE,
COUNTY OF KAUAI

AGAINST : KAPA'A 382, LLC

DATED : July 22, 2009
RECORDED : Document No. [2009-114424](#)
AMOUNT : \$3,887.11

50. TAX LIEN

BY : REAL PROPERTY DIVISION, DEPARTMENT OF FINANCE,
COUNTY OF KAUAI

AGAINST : KAPAA 382 LLC

DATED : May 23, 2014
RECORDED : Document No. [A-52830931](#)
AMOUNT : \$10,604.66

51. TAX LIEN

BY : REAL PROPERTY TAX DIVISION, DEPARTMENT OF FINANCE,
COUNTY OF KAUAI

AGAINST : KAPAA 382 LLC

DATED : February 2, 2016
RECORDED : Document No. [A-58830586](#)
AMOUNT : \$3,077.40

52. KAPAA 382, LLC, was administratively terminated by Decree of the Director of Commerce and Consumer Affairs of the State of Hawaii on August 18, 2010 for failure to file an annual report for a period of two years as required by law.

SCHEDULE B

PART II

NONE

END OF SCHEDULE B

SCHEDULE C

ADDRESSES

NAME : KAPAA 382, LLC
ADDRESS : 4569 KUKUI STREET, SUITE 200
KAPAA, KAUAI, HAWAII 96746
RECORDED : Document No. [99-082061](#)

NAME : REAL PROPERTY DIVISION, DEPARTMENT OF FINANCE, COUNTY OF
KAUAI
C/O : REAL PROPERTY TAX COLLECTION
ADDRESS : 4444 RICE STREET, SUITE 463
LIHUE, HAWAII 96766
RECORDED : Document No. [2008-084721](#)

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

EXHIBIT "A"

-FIRST:-

Unit No. 11D of the Condominium Project known as "KULANA" as established by the Declaration of Condominium Property Regime dated November 24, 2004) recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-252101, as amended, as shown on Condominium Map No. 3902 and any amendments thereto.

Together with easements appurtenant to said Unit established by and described in the Declaration, including the following:

- (A) An exclusive easement to use the Parking Stall, if any, as shown in the Declaration, as amended.
- (B) Nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said Apartment, in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided in the Declaration, and in all other apartments and common elements of the building in which said Unit is located or any adjacent buildings for support.

SECOND:-

An undivided (1/103th) fractional interest in all common elements of the Project, as established for said Unit by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements.

The lands upon which said Condominium Project "KULANA" is located are described as follows:

-PARCEL FIRST (LOT 1):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at

Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 1 of the "KULANA SUBDIVISION", and containing an area of 29.169 acres, more or less.

Excepting therefrom from Ditch "D-10", containing an area of 0.282 acre; also Ditch "D-12", containing an area of 0.136 acre; also Ditch "D-16", containing an area of 0.051 acre; also Ditch "D-17", containing an area of 0.010 acre; also Ditch "D-44", containing an area of 0.077 acre; also Ditch "D-47", containing an area of 0.030 acre, also Ditch "D-56", containing an area of 0.003 acre; also Pond "P-4", containing an area of 0.402 acre; also Pond "P-5", containing an area of 0.975 acre; also excepting and reserving therefrom Kainahola Stream, containing an area of 1.010 acre; leaving a net area of 26.193 acres, more or less.

-PARCEL SECOND (LOT 2):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 2 of the "KULANA SUBDIVISION", and containing an area of 25.367 acres, more or less.

Excepting and reserving therefrom, from Ditch "D-11", containing an area of 0.068 acre; also Ditch "D-13", containing an area of 0.117 acre; also Ditch "D-39", containing an area of 0.049 acre; also Ditch "D-40", containing an area of 0.066 acre; also Pond "P-6", containing an area of 0.039 acre; also excepting and reserving there from Kainahola Stream, containing an area of 1.253 acre; leaving a net area of 23.775 acres, more or less.

-PARCEL THIRD (LOT 3):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 3 of the "KULANA SUBDIVISION", and containing an area of 16.049 acres, more or less.

Excepting therefrom from Ditch "D-14", containing an area of 0.125 acre; also excepting and reserving therefrom from Kainahola Stream, containing an area of 0.054 acre; leaving a net area of 15.870 acres, more or less.

-PARCEL FOURTH (LOT 4):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 4 of the "KULANA SUBDIVISION", and containing an area of 15.082 acres, more or less.

Excepting therefrom from Ditch "D-15", containing an area of 0.050 acres; also from Kainahola Stream, containing an area of 1.386 acres; leaving a net area of 13.646 acres, more or less.

-PARCEL FIFTH (LOT 5):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 5 of the "KULANA SUBDIVISION", and containing an area of 26.921 acres, more or less.

Excepting therefrom Ditch "D-19", containing an area of 0.280 acre; also Ditch "D-21", containing an area of 0.120 acre; also Ditch "D-23", containing an area of 0.072 acre; also Ditch "D-25", containing an area of 0.013 acre; also Ditch "D-51", containing an area of 0.193 acre; also from Kainahola Stream, containing an area of 0.450 acre; leaving a net area of 25.793 acres, more or less.

-PARCEL SIXTH (LOT 6):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 6 of the "KULANA SUBDIVISION", and containing an area of 5.363 acres, more or less.

Excepting therefrom Ditch "D-22", containing an area of 0.007 acre; also Ditch "D-34", containing an area of 0.021 acre; also Ditch "D-50", containing an area of 0.003 acre; also Ditch "D-52", containing an area of 0.003 acre; also from Kainahola Stream, containing an area of 3.005 acre; leaving a net area of 2.324 acres, more or less.

-PARCEL SEVENTH (LOT 7):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of

Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 7 of the "KULANA SUBDIVISION", and containing an area of 18.864 acres, more or less.

Excepting therefrom Ditch "D-18", containing an area of 0.165 acre; also Ditch "D-20", containing an area of 0.140 acre; also Ditch "D-24", containing an area of 0.771 acre, leaving a net area of 17.788 acres, more or less.

-PARCEL EIGHTH (LOT 8):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 8 of the "KULANA SUBDIVISION", and containing an area of 13.185 acres, more or less.

Excepting therefrom Ditch "D-27", containing an area of 0.410 acres; also from Kainahola Stream, containing an area of 0.080 acres; leaving a net area of 12.695 acres, more or less.

-PARCEL NINTH (LOT 9):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 9 of the "KULANA SUBDIVISION", and containing an area of 13.211 acres, more or less.

Excepting therefrom Ditch "D-28", containing an area of 0.295 acre; leaving a net area of 12.916 acres, more or less.

-PARCEL TENTH (LOT 10):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 10 of the "KULANA SUBDIVISION", and containing an area of 13.137 acres, more or less.

Excepting therefrom Ditch "D-29", containing an area of 0.070 acres; leaving a net area of 13.067 acres, more or less.

-PARCEL ELEVENTH (LOT 11):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 11 of the "KULANA SUBDIVISION", and containing an area of 13.713 acres, more or less.

Excepting therefrom Ditch "D-41", containing an area of 0.276 acres; also Ditch "D-54", containing an area of 0.283 acre; leaving a net area of 13.154 acres, more or less.

-PARCEL TWELFTH (LOT 12):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 12 of the "KULANA SUBDIVISION", and containing an area of 15.751 acres, more or less.

Excepting therefrom Ditch "D-2", containing an area of 0.238 acres; also Ditch "D-3", containing and area of 0.300 acre; also Ditch "D-42", containing an area of 0.070 acre; also Ditch "D-55", containing an area of 0.454 acre; also Pond "P-1", containing an area of 0.706 acre; leaving a net area of 13.983 acres, more or less.

-PARCEL THIRTEENTH (LOT 13):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 13 of the "KULANA SUBDIVISION", and containing an area of 13.038 acres, more or less.

Excepting therefrom Ditch "D-4", containing an area of 0.084 acres; also Ditch "D-5", containing an area of 0.409 acre; also Ditch "D-43", containing an area of 0.090 acre; also Pond "P-2", containing an area of 0.847 acre; leaving a net area of 11.608 acres, more or less.

-PARCEL FOURTEENTH (LOT 14):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission

Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 14 of the "KULANA SUBDIVISION", and containing an area of 13.679 acres, more or less.

Excepting therefrom Ditch "D-1", containing an area of 0.438 acres; also Pond "P-3", containing an area of 0.635 acres; leaving a net area of 12.606 acres, more or less.

-PARCEL FIFTEENTH (LOT 15):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 15 of the "KULANA SUBDIVISION", and containing an area of 13.751 acres, more or less.

Excepting therefrom Ditch "D-6", containing an area of 0.150 acres; also Ditch "D-31", containing an area of 0.575 acre; also Ditch "D-35", containing an area of 0.348 acre; also Ditch "D-48", containing an area of 0.003 acre; leaving a net area of 12.675 acres, more or less.

-PARCEL SIXTEENTH (LOT 16):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 16 of the "KULANA SUBDIVISION", and containing an area of 14.560 acres, more or less.

Excepting therefrom Ditch "D-7", containing an area of 0.857 acres; also Ditch "D-36", containing an area of 0.329 acres; also Ditch "D-45", containing an area of 0.076 acres; leaving a net area of 13.298 acres, more or less.

-PARCEL SEVENTEENTH (LOT 17):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 17 of the "KULANA SUBDIVISION", and containing an area of 16.567 acres, more or less.

Excepting therefrom Ditch "D-26", containing an area of 0.177 acres; also Ditch "D-33", containing an area of 0.564 acre; also Ditch "D-49", containing an area of 0.003 acre; also Kainahola Stream, containing an area of 0.589 acres, leaving a net area of 15.234 acres, more or less.

-PARCEL EIGHTEENTH (LOT 18):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 18 of the "KULANA SUBDIVISION", and containing an area of 18.707 acres, more or less.

Excepting therefrom Ditch "D-8", containing an area of 0.502 acres; also Ditch "D-32", containing an area of 0.456 acre; also Ditch "D-37", containing an area of 0.052 acre; also Ditch "D-46", containing an area of 0.170 acre; also Kainahola Stream, containing an area of 0.817 acres; leaving a net area of 16.710 acres, more or less.

-PARCEL NINETEENTH (LOT 19):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 19 of the "KULANA SUBDIVISION", and containing an area of 21.564 acres, more or less.

Excepting therefrom Ditch "D-9", containing an area of 0.665 acres; also Ditch "D-38", containing an area of 0.231 acre; also Kainahola Stream, containing an area of 0.849 acres; leaving a net area of 19.819 acres, more or less.

-PARCEL TWENTIETH (LOT 20):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 20 of the "KULANA SUBDIVISION", and containing an area of 27.210 acres, more or less.

Excepting therefrom Ditch "D-30", containing an area of 0.126 acres; also Kainahola Stream, containing an area of 1.870 acres; leaving a

net area of 25.214 acres, more or less.

-PARCEL TWENTY FIRST (LOT 21):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant 5266 to Rufus P. Spalding), situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 21 of the "KULANA SUBDIVISION", and containing an area of 2.098 acres, more or less.

-PARCEL TWENTY SECOND (LOT 22):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being LOT 22 of the "KULANA SUBDIVISION", and containing an area of 1.273 acres, more or less.

-PARCEL TWENTY THIRD (LOT 23):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo, and a portion of Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapa'a and Waipouli, Island and County of Kauai, State of Hawaii, being LOT 23 of the "KULANA SUBDIVISION", and containing an area of 1.666 acres, more or less.

-PARCEL TWENTY FOURTH (REMNANT 4):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Grant Number 5266 to Rufus P. Spalding) situate, lying and being at Kapaa and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being REMNANT 4, being a portion of Lot B, situated approximately 3,500 feet northeast of the intersection of Hauiki and Olohena Road, and containing an area of 7.232 acres, more or less.

Together with a non-exclusive easement for access and utility purposes across, through and over Easement "K-AU-2", as contained in Grant of Access and Utility dated August 1, 2002, recorded as Document No. [2002-148166](#); and subject to the terms and provisions contained therein.

-Note:- Title Guaranty of Hawaii is unable to ascertain the status of

Easements "R-AU-2" and "R-AU-4", as mentioned in said instrument.

-PARCEL TWENTY FIFTH (REMNANT 7):-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7373, Land Commission Award Number 8559-B, Apana 42 to William C. Lunalilo) situate, lying and being at Kapaa and Waipouli, Kawaihau, Island and County of Kauai, State of Hawaii, being REMNANT 7, being a portion of Lot A, situated approximately 1,500 feet northeast of the intersection of Hauiki and Olohena Road, and containing an area of 1.719 acres, more or less.

Said parcels of land being more particularly described in the Declaration of Condominium Property Regime dated November 24, 2004, recorded in said Bureau as Document No. [2004-252101](#), as amended.

Said above described premises having been acquired by KAPAA 382, LLC, a Hawaii limited liability company, as follows:

1. By WARRANTY DEED of KAUAI LEASE AND LOAN LTD., a Hawaii corporation, dated May 18, 1999, recorded as Document No. 99-082061;
2. By WARRANTY DEED of HALEIWA SURF SANCTUARY, LLC, a Hawaii limited liability company, dated July 14, 2005, recorded as Document No. [2005-143461](#); and
3. By WARRANTY DEED of WILLIAM R. HANCOCK, Trustee of the William R. Hancock Revocable Living Trust, DANIEL J. DIAMOND, husband of Alice J. Diamond, and EDELLE SHER, single, dated July 1, 2005, recorded as Document No. [2005-143462](#).