

MINUTES

of the

COUNCIL OF THE COUNTY OF MAUI

September 22, 2017

THE REGULAR MEETING OF THE COUNCIL OF THE COUNTY OF MAUI, STATE OF HAWAII, WAS HELD IN THE COUNCIL CHAMBER, KALANA O MAUI BUILDING, WAILUKU, HAWAII, ON FRIDAY, SEPTEMBER 22, 2017, BEGINNING AT 9:06 A.M., WITH CHAIR MICHAEL B. WHITE PRESIDING.

CHAIR WHITE: This meeting of the Council of the County of Maui shall please come to order.

Mr. Clerk, please call the roll.

ROLL CALL

PRESENT: COUNCILMEMBERS ALIKA ATAY, ELEANORA COCHRAN, S. STACY CRIVELLO, DONALD S. GUZMAN, YUKI LEI K. SUGIMURA, AND CHAIR MICHAEL B. WHITE.

EXCUSED: COUNCILMEMBERS G. RIKI HOKAMA, KELLY T. KING, AND VICE-CHAIR ROBERT CARROLL.

DEPUTY COUNTY CLERK JOSIAH K. NISHITA: Mr. Chair, there are six Members present, and three Members excused. A quorum is present to conduct the business of the Council.

CHAIR WHITE: Thank you, Mr. Clerk.

And for the opening remarks this morning we have Ms. Sugimura.

OPENING REMARKS

The opening remarks were offered by Councilmember Yuki Lei K. Sugimura.

CHAIR WHITE: Thank you, Ms. Sugimura. The Kalama ukulele band is absolutely amazing. They do a great job.

COUNCILMEMBER SUGIMURA: They are.

CHAIR WHITE: So, thank you for your remarks.

Will you all please join me in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Members of the Council, and others in attendance, rose and recited the Pledge of Allegiance.

CHAIR WHITE: Thank you. And if you could all please turn your phones to silent mode. We'll maintain a nice, nice bit of decorum this morning.

Mr. Clerk, let's proceed with the agenda.

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with the presentation of testimony on agenda items. We have established limited interactive communication that enables individuals from Hana, Lanai, and Molokai, to provide testimony from our District Offices.

Individuals who wish to offer testimony from Hana, Lanai, and Molokai should now sign up with District Office staff. Individuals who wish to offer testimony in the chamber, please sign up at the desk located in the eighth-floor lobby just outside the chamber door. Testimony at all locations is limited to the items listed on today's agenda.

When testifying, please state your name and the name of any organization you represent.

Currently, we have no testifiers at our District Offices.

The first individual who has signed up to testify in the Council chamber is Rosemary Robbins, testifying on Committee Report 17-115 and 119, and County Communication 17-376.

CHAIR WHITE: Ms. Robbins.

PRESENTATION OF WRITTEN OR ORAL TESTIMONY

MS. ROSEMARY ROBBINS (testifying on Committee Reports 17-115 and 17-119, and County Communication No. 17-376):

Good morning, everybody. Happy first day of autumn.

CHAIR WHITE: Good morning.

MS. ROBBINS: This morning's paper said something this was the last day we should smile cause we're heading into winter. Some of us who have lived through hectic winters recognize the why of that comment.

I'd like to start out this morning on page 2 of our agenda. This is under County Communications No. 736 *[sic]*, from the Director of Personnel Services, informing of the abolishment, getting rid of positions in various County departments; 19 and a half people will be no longer in their positions. The positions were vacant and abolished.

So, when I think of all the work that went into the budget hearings earlier this year, people in those departments really did tighten their belts and reconfigure not to abandon their purposes, but to abandon of how of going about them. So, I appreciate that.

Those of them who have other skills will possibly be able, very soon, to find other employment, if not, to buck up on their education to be able to fulfill other opportunities as they go on. I wish them all well. And I thank everybody, bless you, thank everybody who was involved in the improvement of that setup. So, that was 376, under County Communications this morning.

And then heading over to the Water Resources Committee Report No. 17-119. Obviously read through carefully on anything having to do with water. One of the things that was in the packet for this morning is a map showing water that was taken from different wells around high propensity of use in this Central Maui and over on the west side.

And then when we come to look at areas heading down to the south shore, no wells, no wells; where are they getting their water from? And they're getting it from East Maui, taking them all the way across Maui island. So, there's got to be a better way of doing that, of, because that system is also leaving the folks on East Maui without the volume of water and the quality of water that they need for their sustainability there.

Speaking of that, this morning's paper talked about, again, talked about the 62,500 gallons of water, of wastewater that got spilled out here in the harbor area the day before yesterday.

And then this morning's paper, it talked about a shark scare over on South Maui, which according to this map doesn't have any wells that they're taking from that are, that are County wells that you and I are paying for. So, thanks be to God there was only fish taken, but it was from like 30-yards off-shore. I mean, depending on the size of that shark, two flips could be up at the ankles of the people who might be on shore watching and pitching for their relatives that are out in the water. So, water definitely an issue.

So, I want to also mention the fact that I was at a meeting in Kihei from their Community Association on Tuesday night. They had, within the community, gotten people to be able to perform water quality testing on the south shore beaches. They gave a wonderful presentation, had all the statistics. And we're only working on that a fraction of the time, but managed to get that job done that we haven't done sufficiently so far, even though we've been working on it for all these years. So, we need to buck up our odds on that thanks to the people in that area.

And then also up at the Kula Community Association on Wednesday night, one of the persons who was a farmer stood up and said, how can the Department of Water cut its notification time from 90 days to 30 days when we've got crops in the ground that can't possibly survive and no longer have irrigation to that? So, there's a lot of distrust in, growing out there with what's happening with the water, who's responsible for it. Not to just be able to make statements like we're working on it, but where the actual plans that we saw the night before in Kihei. Here's the how. Here's the who's. Here are the where's.

So, we know that's available. And I would just encourage everybody who has a say in that, and those of us as taxpayers and the children who haven't been conceived yet that are going to have these bills put upon them because of the slowness on some of the stuff that we've been going at for speed. So, good time to buck up. Thank you everybody.

CHAIR WHITE: Thank you for your testimony this morning.

Members, any need for clarification? Seeing none, appreciate your being here this morning.

MS. ROBBINS: You're welcome.

CHAIR WHITE: Mr. Clerk.

DEPUTY COUNTY CLERK: Mr. Chair, there are no further individuals signed up to testify in the Council chamber.

If there are any additional individuals in the Council chamber or the District Offices who would like to offer testimony, please identify yourself to the appropriate staff and proceed to the testimony lectern or District Office conference call at this time.

Currently, there are no testifiers waiting at the District Offices.

CHAIR WHITE: Thank you.

Members, without objection, we will receive the written testimony into the record.

MEMBERS VOICED NO OBJECTION.

THERE BEING NO OBJECTION, WRITTEN TESTIMONY RECEIVED FROM THE FOLLOWING WERE MADE A PART OF THE RECORD OF THIS MEETING:

1. Jim Smith; and
2. King Kamehameha VII, Nī'i Loa Mo'i Kapu.

CHAIR WHITE: Thank you.

And without objection, we'll close public testimony for this morning.

MEMBERS VOICED NO OBJECTION.

CHAIR WHITE: Thank you.

Moving forward, Mr. Clerk.

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with minutes.

MINUTES

The minutes of the Council of the County of Maui's special meeting of May 8, 2017, and regular meeting of June 16, 2017, were presented at this time.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

I MOVE THAT THE MINUTES OF THE SPECIAL MEETING OF
MAY 8, 2017, AND REGULAR MEETING OF JUNE 16, 2017, BE
APPROVED.

COUNCILMEMBER SUGIMURA:

I SECOND.

CHAIR WHITE: We have a motion from Ms. Crivello, and a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: No discussion, Chair.

CHAIR WHITE: Thank you.

Members, any further discussion on the approval of the minutes? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused"; Members Carroll, Hokama, and King.

Mr. Clerk.

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with County Communications.

COUNTY COMMUNICATIONS

NO. 17-371 - JOHN D. KIM, PROSECUTING ATTORNEY,
(dated August 31, 2017)

Informing of the intent to expend \$40,000 in State Forfeiture Funds for the Employee Development Program to fund training and related expenses.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

ON BEHALF OF OUR BUDGET CHAIR RIKI HOKAMA, I MOVE
TO FILE COUNTY COMMUNICATION 17-371.

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: We have a motion from Ms. Crivello, and a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair. Mr. Chair, this is a required notification form, the Department in receipt of grant revenue already recognized in the Fiscal Year budget. So, thank you.

CHAIR WHITE: Any further discussion, Members? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused"; the same individuals as mentioned before.

Mr. Clerk

NO. 17-372 - DANILO F. AGSALOG, DIRECTOR OF FINANCE,
(dated September 7, 2017)

Informing of the acceptance of a Warranty Deed for Roadway Lot 5-E, Kamahiwa Parkway, Pulehunui Plains Subdivision, TMK: (2) 3-8-004:030 (por).

CHAIR WHITE: Ms. Cochran.

COUNCILMEMBER COCHRAN: Thank you, Chair.

MR. CHAIR, I MOVE THAT COUNTY COMMUNICATION
17-372 BE FILED.

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: We have a motion from Ms. Cochran, and a second from Ms. Sugimura.

Ms. Cochran.

COUNCILMEMBER COCHRAN: Thank you, Chair. So, this is a matter of a housekeeping type item with, in accordance with Section 3.44.015H, Maui County Code, our Director of Finance is required to notify this Council in writing of any acquisition or conveyance made to the County pursuant to the Section.

And this dedication consists of a 60-foot wide Roadway Right-of-Way Easement, which is part of the Pulehunui Plan [sic] Subdivision in Kihei. And the purpose of the

easement is to service the surrounding areas along Kamahiwa Parkway for general access purposes.

No County funds were used.

And the Director of Public Works has approved the dedication of this easement and transmitted this communication. So, I therefore ask for the filing. Thank you, Chair.

CHAIR WHITE: Thank you.

Any further discussion, Members? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk

NO. 17-373 - ALAN M. ARAKAWA, MAYOR,
(dated September 5, 2017)

Informing of a vacancy on the Molokai Planning Commission due to the resignation of Robert Stephenson on September 5, 2017.

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA:

CHAIR, I MOVE TO FILE COUNTY COMMUNICATION 17-373.

COUNCILMEMBER CRIVELLO:

SECOND.

CHAIR WHITE: We have a motion from Ms. Sugimura, and a second from Ms. Crivello.

Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Thank you. The Mayor received notification of the resignation of Robert--

CHAIR WHITE: Would you move a little closer to your microphone?

COUNCILMEMBER SUGIMURA: Oh. Okay. The Mayor received notification of the resignation of Robert Stephenson from the Molokai Planning Commission on September 5, 2017.

So, we'd like to thank Mr. Stephenson for his service, and wish him the best in his future endeavors.

CHAIR WHITE: Thank you.

Members, any further discussion? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk

NO. 17-374 - DAVID TAYLOR, DIRECTOR OF WATER SUPPLY,
(dated September 8, 2017)

Transmitting the Department of Water Supply's Monthly Source Report and Groundwater Use Report for the month ending August 2017.

CHAIR WHITE: Mr. Atay.

COUNCILMEMBER ATAY:

MR. CHAIR, I MOVE TO FILE COUNTY COMMUNICATION
17-374.

COUNCILMEMBER COCHRAN:

MR. CHAIR, I SECOND THE MOTION.

CHAIR WHITE: We have a motion from Mr. Atay, and a second from Ms. Cochran.

Mr. Atay.

COUNCILMEMBER ATAY: Mr. Chair, this report is strictly informational. There's no Council action needed. So, I'd appreciate receipt of the information, and respectfully request the communication to be filed.

CHAIR WHITE: Thank you.

Members, any further discussion? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with County Communications for referral.
The following County Communications are recommended for referral to the following Committees as noted:

NO. 17-375 - LYNN A.S. ARAKI-REGAN, BUDGET DIRECTOR,
(dated September 8, 2017)

Transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2018 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX C – CAPITAL IMPROVEMENT PROJECTS, DEPARTMENT OF PARKS AND RECREATION".

The recommended action is that County Communication No. 17-375 be referred to the Budget and Finance Committee.

NO. 17-376 - DAVID J. UNDERWOOD, DIRECTOR OF PERSONNEL SERVICES,
(dated September 5, 2017)

Informing of the abolishment of positions in various County departments.

The recommended action is that County Communication No. 17-376 be referred to the Budget and Finance Committee.

NO. 17-377 - MIKE WHITE, COUNCIL CHAIR,
(dated September 7, 2017)

Relating to Category VII Refuse Disposal Fees at the Central Maui Landfill.

The recommended action is that County Communication No. 17-377 be referred to the Budget and Finance Committee.

NO. 17-378 - DAVID C. GOODE, DIRECTOR OF PUBLIC WORKS,
(dated September 6, 2017)

Transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING SECTION 10.48.040, MAUI COUNTY CODE, RELATING TO PARKING PROHIBITIONS ON CERTAIN STREETS AND HIGHWAYS".

The recommended action is that County Communication No. 17-378 be referred to the Infrastructure and Environmental Management Committee.

NO. 17-379 - ROBERT CARROLL, COUNCILMEMBER,
(dated September 8, 2017)

Relating to the Department of Planning's Audit of Title 19, Maui County Code.

The recommended action is that County Communication No. 17-379 be referred to the Land Use Committee.

NO. 17-380 - MIKE WHITE, COUNCIL CHAIR,
(dated September 5, 2017)

Relating to Maui County's Emergency Management Officer.

The recommended action is that County Communication No. 17-380 be referred to the Policy, Economic Development, and Agriculture Committee.

CHAIR WHITE: Thank you, Mr. Clerk.

Members, any concerns regarding the referrals as read by the Clerk?

MEMBERS VOICED NO OBJECTION.

CHAIR WHITE: Seeing none, so ordered.

Mr. Clerk.

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with General Communications for referral.

GENERAL COMMUNICATIONS

NO. 17-10 - DAVID COHAN, U.S. DEPARTMENT OF ENERGY,
(dated August 23, 2017)

Relating to the adoption of the Hawaii State Energy Conservation Code.

The recommended action is that General Communication No. 17-10 be referred to the Parks, Recreation, Energy, and Legal Affairs Committee.

CHAIR WHITE: Without objections, Members, that measure will be referred to Mr. Guzman's Committee.

MEMBERS VOICED NO OBJECTION.

CHAIR WHITE: Thank you. So ordered.

Mr. Clerk.

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with Committee Reports.

COMMITTEE REPORTS

COMMITTEE REPORT
NO. 17-115 - LAND USE COMMITTEE:

Recommending that County Communication 13-284, from the Planning Director, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING CHAPTER 19.10, MAUI COUNTY CODE, RELATING TO TWO-FAMILY (DUPLEX) DISTRICT", and related documents, be FILED.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

ON BEHALF OF OUR COMMITTEE CHAIR FOR LAND USE COMMITTEE BOB CARROLL, I MOVE TO ADOPT THE RECOMMENDATIONS IN LAND USE COMMITTEE REPORT 17-115.

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: We have a motion from Ms. Crivello, with a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank, thank you, Chair. At its meeting of September 6, 2017, your Committee considered the subject County Communication transmitted in 2013 from the Planning Director with a proposed bill to amend the Maui County Code as it relates to Two-Family (Duplex) Districts.

Your Committee notes the Council acted on the proposal in 2013, enacting Ordinance 4077.

The Committee earlier declined to file the County Communication so the Department of Planning could consider the possibility of adding triplexes and quadplexes to the Maui County Code.

Your Committee does not currently have a pending proposed bill to make such amendments. The Chair of your Committee noted an intent to develop a proposal with the Department of Planning concerning triplexes and quadplexes separate from this communication, therefore, your Committee recommended the communication be filed.

I ask for the Council's full support of your Committee's recommendation. Thank you, Chair.

CHAIR WHITE: Thank you, Ms. Crivello.

Any further discussion on this item? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk

COMMITTEE REPORT
NO. 17-116 - LAND USE COMMITTEE:

Recommending the following:

1. That Bill 79 (2017), entitled "A BILL FOR AN ORDINANCE GRANTING JEANA IWALANI NALUAI A CONDITIONAL PERMIT TO CONDUCT CLASSES IN HAWAIIAN CULTURAL AND MEDICINAL PRACTICES, AND OPERATE THE HO`OMANA SPA AND BATHHOUSE, ON PROPERTY IDENTIFIED AS TAX MAP KEY (2) 2-4-013:142, MAKAWAO, MAUI, HAWAII," be PASSED ON FIRST READING and be ORDERED TO PRINT; and
2. That County Communication 17-240, from the Planning Director, be FILED.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

ON BEHALF OF OUR COMMITTEE CHAIR BOB CARROLL, I
MOVE TO ADOPT THE RECOMMENDATIONS IN LAND USE
COMMITTEE REPORT 17-116.

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: We have a motion from Ms. Crivello, and a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair. On September 6, 2017, your Committee considered a request to grant Jeana Iwalani Naluai a five-year Conditional Permit to conduct classes in Hawaiian culture and medicinal practices and operate the Ho`omana Spa and Bathhouse at 1550 Piihola Road, Makawao, Maui, Hawaii.

A five-bedroom bed and breakfast is currently permitted in the main house on the property. The proposed Conditional Permit would allow three of those rooms to be used as spa treatment rooms. Another main room in the home will be used for Hawaiian cultural classes. The property provides enough space for onsite parking. And the proposed uses are not anticipated to generate increased noise or disruption to the area.

Your Committee received numerous pieces of written testimony in support of the Conditional Permit and none in opposition.

Your Committee recommended the proposed permit be granted for ten years, instead of five.

I ask the Council's full support of your Committee's recommendations, Chair. Thank you.

CHAIR WHITE: Thank you, Ms. Crivello.

Any further discussion on this item? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk.

DEPUTY COUNTY CLERK: For the record, BILL 79 (2017).

COMMITTEE REPORT
NO. 17-117 - POLICY, ECONOMIC DEVELOPMENT, AND AGRICULTURE
COMMITTEE:

Recommending that Resolution 17-137, entitled "RELATING TO THE APPOINTMENT OF WAYNE HEDANI TO THE REAL PROPERTY TAX REVIEW BOARD," be ADOPTED.

Approving the appointment of Wayne Hedani to the Real Property Tax Review Board for term expiring March 31, 2019.

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Thank you, Chair.

I MOVE TO ADOPT THE RECOMMENDATIONS IN
COMMITTEE REPORT 17-117.

COUNCILMEMBER CRIVELLO:

SECOND THE MOTION.

CHAIR WHITE: We have a motion from Ms. Sugimura, and a second from Ms. Crivello.

Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Thank you, Chair. Your Policy, Economic Development, and Agriculture Committee met on September 5, 2017, to consider the Mayor's nomination of Wayne Hedani to the Real Property Tax Review Board, for a term expiring March 31, 2019, to fill the vacancy of Stephanie Stucky.

The Council must approve or disapprove the nomination by October 21, 2017, or the nomination will be deemed approved.

Your Committee did not request for the nominee to attend the meeting to be interviewed.

Mr. Hedani previously served on other boards and commissions, so his name is familiar to us in the community, and he wants to continue to give back.

He possesses an advanced certificate in real estate, but is not a licensed real estate agent or broker. And he's a representative of, the Mayor said he would confirm which of the current board members met this requirement so they can be identified as a board listing moving forward.

Your Committee voted 5-3 to recommend approval of the nomination with Councilmember Atay, Cochran, King, voting "no".

I respectfully ask for the full Council's support. Thank you, Chair.

CHAIR WHITE: Thank you, Ms. Sugimura.

Members, any further discussion?

COUNCILMEMBER COCHRAN: Chair.

CHAIR WHITE: Ms. Cochran.

COUNCILMEMBER COCHRAN: Yea, thank you. And yes, I was one of the "no" votes. And it was, you know, the balance, geographic, and demographic representation that I felt was lacking.

Nothing against Mr. Hedani. I recommended him to the Maui Planning Commission before, and worked very, very well with him via the Kaanapali Operators Association in West Maui.

So, no bearing on the person, but it was just, it's just the process. So, I will continue to stand by my vote. Thank you.

CHAIR WHITE: Thank you.

Any further discussion, Members? All those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, CRIVELLO, GUZMAN,
SUGIMURA, AND CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: COUNCILMEMBER COCHRAN.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Was that one "no"? Okay, measure passes with five "ayes", and one "no"; Ms. Cochran, and three "excused".

COUNCILMEMBER SUGIMURA: Thank you.

CHAIR WHITE: Mr. Clerk.

DEPUTY COUNTY CLERK: For the record, RESOLUTION 17-137.

COMMITTEE REPORT
NO. 17-118 - POLICY, ECONOMIC DEVELOPMENT, AND AGRICULTURE
COMMITTEE:

Recommending that Resolution _____, entitled "APPROVING FOR INCLUSION IN THE 2018 HAWAII STATE ASSOCIATION OF COUNTIES LEGISLATIVE PACKAGE A STATE BILL TO INCREASE THE STATE MINIMUM WAGE TO \$15.00 PER HOUR FOR EMPLOYERS WITH 26 EMPLOYEES OR MORE BEGINNING JANUARY 1, 2021 AND FOR EMPLOYERS WITH 25 EMPLOYEES OR LESS BEGINNING JANUARY 1, 2023," be ADOPTED.

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Thank you.

I MOVE TO ADOPT THE RECOMMENDATIONS IN
COMMITTEE REPORT 17-118, CHAIR.

COUNCILMEMBER CRIVELLO:

SECOND.

CHAIR WHITE: Do we have a second?

COUNCILMEMBER CRIVELLO:

SECOND.

CHAIR WHITE: We have a motion from Ms. Sugimura, and a second from Ms. Crivello.

Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Thank you. Your Committee on Policy, Economic Development, and Agriculture met on September 5, 2017, to consider a proposal to include in the 2018 Hawaii State Association of Counties Legislative Package a State bill to incrementally raise the State minimum wage to \$15 per hour.

The, the bill would provide a 5-step graduated scale for employers with 25 employees or less, and a 3-step graduated scale for employers with 26 employees or more, with the first steps beginning January 1, 2019.

I would request for approval of this, Chair.

CHAIR WHITE: Thank you, Ms. Sugimura.

Members, any further discussion on this item?

COUNCILMEMBER COCHRAN: Chair.

CHAIR WHITE: Ms. Cochran.

COUNCILMEMBER COCHRAN: Thank you, Chair. Yea, I have some comments. So, with this item in particular, my office had, was given a deadline of September 11. And we conducted ourselves accordingly and abided by that schedule given to my office in order to make this HSAC deadline. And then the item was supposed to have been posted concurrently on September 5, PEA agenda for Committee discharge to allow it to be heard on September 8, Council agenda.

You know, my office worked super hard, along with Committee staff to address the concerns of the Committee and to craft a sound bill, I felt, had transpired in the end.

So, it was never scheduled during the September 5, PEA Committee. And for some reason, thereby never posted on September 8. So, at this juncture I just have a question of how come that had occurred, because at, without this having, cause then in the meantime, got a letter, a email from Ms. Crivello stating it passed the deadline and it will not be submitted via this HSAC Package.

So, I'm confused, I'm frustrated and feel like we, there's a huge missed opportunity for this community. All of us do not agree, but I wholeheartedly do. So, if there's some type of explanation here, I just feel like something had occurred to where there was, you know, an unfair advantage to this community.

CHAIR WHITE: Well, I think the, you know, your point is well taken. The Chair feels that we need, we need to put it up for a vote, because if it doesn't pass out then it's, it can't be considered. I think the, the issue of timeliness is, is a valid one.

And, I, I still won't support the bill, because I, I don't feel that enough work has been done to balance the cost of healthcare and several of the other items that are very, they're very concerning to me from a standpoint of what it may do to reduce the amount of jobs made available.

So, but the rest of you are, are able to vote as you see fit. So, I think it, if we don't vote on it, then it, it can't be dealt with.

So, yea, Ms. Sugimura.

COUNCILMEMBER SUGIMURA: So, I just want to make a clarification. So, as I just said, this item was held, it was heard in my Policy, Economic Development, Agriculture Committee, or your Agriculture Committee on September 5. So, that's where this discussion came up. So, it, what, I'm not, I'm not sure why you think it wasn't, Member Cochran.

COUNCILMEMBER COCHRAN: I, sorry.

COUNCILMEMBER SUGIMURA: But it was heard in my Committee. I just want to clarify that. So, we, we did have a discussion on that on this day and that's what I'm reporting on right now.

And, as a side note, my Committee is also going to be taking up the 2018 Maui County Legislative Package items of which this item is part of that package. So, I think during that discussion on September 5, one of the Members said, I think it was Member Guzman, was talking about that this item, if it does appear on two packages, it has a better chance of it, you know, appearing before the, the Legislature. So, you know, I just wanted to mention those things that transpired during the Committee.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair. I, as, as the Maui HSAC representative on the Executive Committee, I did request for this to be put on the agenda for the Executive Committee, or the HSAC, so that we can have the discussion and consideration at that time to request extension or consideration on if we would consider, because we had not reached where we're at today at the time.

And the, aside from other discussions, they concluded that logistically it wasn't going to meet the kind of deadline they have set originally for any, any bills; not only just this bill, but whatever kind of inclusion that they wanted in the full package. So, on behalf of Maui, we did try to attempt to get this included. It didn't pass the full Executive Committee. Thank you.

CHAIR WHITE: Thank you.

Ms. Cochran.

COUNCILMEMBER COCHRAN: Sorry, Chair. And so, to clarify, September 5, I did say it was heard. I did not say it did not get heard on the 5th, it did.

The September 8, agenda is where it was not posted. So, that's my glaring question right now. Why? Because, because it was not posted, and I believe, Chair, you sat next to me and stated that you decided it wasn't fully vetted and you didn't feel appropriate to put it on the agenda is what I recall. And that's why it didn't make it into this package, and that's the frustrating part. It's that September 8 date that I'm questioning right now.

And also questioning whether it was appropriate for the Chair to not schedule it too, to hinder the progress of this legislation. And granted I understand, you felt it wasn't fully vetted, it needed more work, I beg to differ. And that is why I feel very strongly that it ought to have been put on that agenda, thereby meet the deadline, thereby be on the HSAC Package and Maui Package, as Ms. Crivello says twice the better chance of it going through somewhere. So, now that opportunity has been missed, and that's why I'm sitting here fully frustrated in the process.

And I still have not heard a reply. I haven't heard a comment or answer back as to why it was not, cause it could have been avoided, is how I'm looking at it. If I'm wrong or there's another, something needs to be clarified here, by all means, I'm open to hear it. I just haven't heard it.

CHAIR WHITE: Okay. Thank you.

Any further discussion on this item?

COUNCILMEMBER GUZMAN: Chair.

CHAIR WHITE: Mr. Guzman.

COUNCILMEMBER GUZMAN: So it's, thank you, so it's my understanding that although we're going to vote for this measure and it does pass through, it has missed the deadline? Is that my understanding? And I, I, I get that from Ms. Crivello.

And I also have to thank Ms. Crivello for, for her attempts to try to get this, at least, placed on the HSAC agenda prior to it being passed out in anticipation of it being a worthy issue to be placed, or, or a worthy measure to be placed in the packet.

But, is that my understanding, is that basically missed the deadline altogether?

COUNCILMEMBER CRIVELLO: If I may, Chair.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Yes. HSAC Executive Committee had set a firm deadline when we're going to be packaging the HSAC Legislative Package. And, and the rationale behind that is normally it's January everybody starts to lobby. We've learned, and the recommendation we've had from our State Legislators, don't wait till January, you've got to start from October, November to start your lobbying. And that was why they were firm, and on, on their deadlines for, to complete the full package.

COUNCILMEMBER GUZMAN: Well, I'd like to thank Ms. Crivello for her efforts to try to anticipate this. However, I, I do also agree with Ms. Cochran on the process, and it needs to be improved. And definitely there's questions in how this came about, not meeting the deadline.

But, we do have the second bite of the apple, which is our Maui packet. So, maybe we can get it through there.

CHAIR WHITE: And it's partially, you know, the Chair's feeling that there was more flexibility in the, in the timeframe. So, the reason the Chair didn't post it is because I didn't feel it was, it moved far enough along to address the majority of the concerns that were brought up in Committee. And I felt we still had time so, I was not aware that the deadline was an absolute. So, that's, you know, I apologize if there's hurt feelings.

But if we don't pass it out or don't put it to a vote, then it's not going to have a chance of getting somewhere. So, the vote, or the measure passed out of Committee 7-1. I think it's appropriate for me as the Chair to allow it to come to a vote. And as I said earlier, I won't be supporting it, but that's just my own position.

COUNCILMEMBER GUZMAN: Just one more follow-up. So even if we do vote on this, where does the measure go after we pass it or if it fails? What are the, what are the avenues that can be taken. Because is, I just see this as a feudal attempt to try to pass something that will not go anywhere because we've missed the deadline. So, it's all moot. So, I, I--

CHAIR WHITE: It may or may not be.

COUNCILMEMBER GUZMAN: I, I just want to know what is the, what is the result of calling for a vote. And if it does pass, what is the end result of that? And if it doesn't pass, well of course it's going to die. But, what happens if it does pass? You said that there's another avenue or, or way that this--

CHAIR WHITE: No, I don't, I don't, no, no, I'm not saying there is another avenue. I don't--

COUNCILMEMBER GUZMAN: So, what, so this is all moot. I'm just, I'm just trying to use logic in trying to figure out why we put, putting this for a vote if it's basically moot, yea.

CHAIR WHITE: Yea, I don't know whether HSAC will reconsider or not. But I, you know, that's not my decision, so.

COUNCILMEMBER GUZMAN: Would, would, is that, is it firm? Chair, may I ask Member Crivello?

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER GUZMAN: Is, it's firm, the deadline?

COUNCILMEMBER CRIVELLO: The motion was made that it wasn't logistically make sense. So, it, they passed on that motion that they're not going to accept this because of the deadline, yea.

COUNCILMEMBER GUZMAN: Okay.

COUNCILMEMBER CRIVELLO: But, Chair, aside from HSAC, there's, there's, to me, and maybe you have to help me to understand this, but throughout in dealing with legislation, if what I'm hearing if we have a Maui Legislation Package, we're, we're passing this as such, at least for now. And that if it passes, and that will be included in Maui legislation.

And any legislation that is before our Legislature, we have, as Councilmembers, and our constituents have every opportunity to submit testimony on behalf of that. And there have been very, would, like for instance on the HSAC Package, when we dealt with legislation, there were really minimal support that came from individual Councilmembers. And I, as a side note, I'd like to encourage, if there's a Maui Legislation Package and if you support such an item as this or other items that's included, it's our opportunity as Councilmembers to, to come in, in back of it to support it or not support it, yea.

So, it's not just the only the HSAC Package that gives us this opportunity. There's, there's a process that we can always participate to support what, what passes through with, with Council, I, I believe and I may be wrong. Thank you.

COUNCILMEMBER GUZMAN: Chair. Chair.

CHAIR WHITE: Mr. Guzman.

COUNCILMEMBER GUZMAN: Yea, thank, thank you for that Ms. Crivello. I, I totally agree with you that there is another opportunity to pass this through our Maui packet. But, what is on the floor right now, even if we pass this, it's titled under the State Legislation Packet. So, we are doing something that's feudal, like it's, it's moot, you know. And so, why are we voting on this when it's, the deadline is done and it will not go anywhere? So, it's just placing something that, I don't know.

Maybe Corp. Counsel can weigh in on this, because I, I don't feel that this is, it has standing to even be voted on, cause the issue is moot.

CHAIR WHITE: Well, the, the other option is to make a motion to file.

COUNCILMEMBER GUZMAN: Can I get an opinion from Corp. Counsel?

CHAIR WHITE: Corp. Counsel.

DEPUTY CORPORATION COUNSEL EDWARD KUSHI, JR.: Mr. Chair, Member Guzman, I wouldn't know what the procedures with HSAC is. I would defer to Member Crivello.

But again, you know, as the way, if I understand the situation, if this thing comes to vote today and it passes, and it's forwarded to HSAC, whether it goes into one of their files vertical or circular. But, I, I don't know, you know.

But again, it's on the table. It shows the, this body's intent. And it's a mere, mere resolution as far as legally standing. State Leg decides legislation.

And following up on what Member Crivello said, there are various ways as far as I understand the process in the State Leg; one is the package from the coordinated counties, one is a separate county package. The other one, it could be your individual Legislators, you know. They can sponsor a bill. Now who, who persuades them is something else.

COUNCILMEMBER SUGIMURA: Chair.

CHAIR WHITE: Ms.--

COUNCILMEMBER GUZMAN: Can I just follow up on that?

CHAIR WHITE: Oh go ahead.

COUNCILMEMBER GUZMAN: So, even if we do pass this through, and according to Ms. Crivello, there's been a firm deadline, and we submit it to HSAC, it's almost like when I'm Chair of my Committee and people are coming in to apply for a permit for a park or something like that. And they, they delay and delay and it comes to my Committee, and I get kind of perturbed because they already know what the deadline is. And I, and right off the bat, the credibility of that applicant is questioned.

So, are we now going against what has, what has already been told to us that there is a firm deadline and we're submitting something thereafter? It may come to a credibility issue that we are not up, you know, what's going on with the Maui County Council? Are we not following the firm deadlines that were given to us? I, I, I worry about that in terms of our credibility, you know. Cause, we've already been told of the deadline and now we're submitting something thereafter.

Ms. Crivello did a great job trying to anticipate this. She already gave notice to HSAC that this could be coming through the pipeline. They're very well aware that it was possibly coming through, but yet, still they decided that there was a firm deadline, and they had voted that no, it, it will not be included. So, now here we are trying again when it's not even, we've been already told the deadline's been done and they voted on it.

So, I, I just find, find this to be a very moot, feudal function or process that we're doing right now, and just try to focus on putting it in, into our Maui County Packet.

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Mr. Chair, great discussion, everybody. And, thank you again, Member Crivello and Mr. Guzman for kind of summing it up.

BUT, SO, AT THIS I WOULD LIKE TO WITHDRAW MY MOTION, AND I GUESS WITHDRAW MY MOTION.

So, I guess the second was Member Crivello, if she so pleases.

CHAIR WHITE: Any concerns with withdrawal?

COUNCILMEMBER CRIVELLO: I, okay, so, I may have my opinion on what I think of this bill. But, I also believe there's, there are, a process. It's not something that's, yes, we move the motion as such. But if, if this Council wants us to pass this, I, I take it upon myself as your HSAC representative, if this the majority wants us to move it forward, I should attempt to deal with it again with the HSAC Executive Committee.

CHAIR WHITE: That, that was the Chair's understanding. And, and I, and the Chair takes responsibility for this, because I understood, possibly wrongly, that there was more flexibility in the timeframe.

COUNCILMEMBER CRIVELLO: Yea, you're correct, I, I was--

CHAIR WHITE: And so, that--

COUNCILMEMBER CRIVELLO: --under that impression also, Chair.

CHAIR WHITE: --you know, I apologize to Ms. Cochran for that. But, the, the bottom line is if we, if we simply don't do anything today, I mean the bill has to stand on its own. As I said, I'm not going to support it, but the, but I felt it was important to allow for a vote rather than the motion to file, because it gives you guys the opportunity and it, and it may, it, there may be something that can be done through HSAC.

COUNCILMEMBER CRIVELLO: Right. You know, though we did it as that, I think if this is what the body wants, then it's behooves me not to stand up for what the body pushes through, whatever my personal vote may be or not. It, it's representing of our full Council, and that's where you just don't let it die once. You go back again. I mean--

CHAIR WHITE: Right.

COUNCILMEMBER CRIVELLO: --to me, that's convincing the rest of the Committee. So, I, I do not support removing my second, but it, because I'd like to see what we're going to decide, because of the HSAC.

You know, Mr. Guzman brings out a good point; inclusion, and Hawaii State Association of Counties Legislative Package. And this, if this is what we have to deal with, then I think we should deal with it so that we're going to say yay, nay, we want it as a package. And, and the HSAC Committee, yes, did tell me logistically you're not going to make the deadline. But, who knows what pops up next--

CHAIR WHITE: Right.

COUNCILMEMBER CRIVELLO: --and how we, and, you, we could always go to, and, or Ms. Cochran can go before a State Legislator and say, you know what this never made package, but maybe it will, you know. I mean there's all, like Mr. Kushi mentioned, there's different avenues that we can combat. And to have it noted that it passes or did not pass, whatever, at least we gave that opportunity to, to put it to a vote.

COUNCILMEMBER ATAY: Chair. Chair.

CHAIR WHITE: Mr. Atay.

COUNCILMEMBER ATAY: Yea, my understanding is that the Leg meets January 2018. Most proposed packages should be prepared to receive to them November, December. This proposal for us to get to HSAC was for September. Yea, maybe we missed the deadline, but I think having a position from the County of Maui in support, I'm hoping that the vote is moving us forward, because this is, addresses some of the findings that I found. You know, like, you know, the U.S. Conference of Mayors cites that endorsing higher minimum wages are key tools for fighting income inequality at the local level. So, we at the local level has this opportunity to encourage our State Association of Counties to have a position on record.

And then, maybe, maybe they can present it in December. And then, separate from that, any Legislator coming in, whether it's December or January, or even February, says, oh, what's Maui County's position on this issue? We have a position noted and documented by vote. So, I, I would encourage the first to, to put her motion forward again, and let's have a position on that because, and it's not like a now thing. It's, this proposed bill is a graduated situation of getting us up there.

COUNCILMEMBER GUZMAN: Chair.

CHAIR WHITE: Mr. Guzman.

COUNCILMEMBER GUZMAN: I would also, I mean, I'm glad that we, we do actually discuss these things and, and I would very much agree with Ms. Crivello and Mr. Atay. It seems

as though there could be a possibility. So, I, I'm willing to move this thing forward if the maker of the motion would reinstate her motion.

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA: Does it sound like, I guess the, if HSAC, I mean, by listening to the discussion, it didn't seem like we met the deadline, but if HSAC is willing to, we're willing to take it up with them and see what happens, fine. I didn't think we had a second chance based upon the information presented, but sure.

COUNCILMEMBER CRIVELLO: Chair, I think the process for us to bring it forth before us is what should be the consideration. And, and yes, the wording is there. But, to allow us to, to deal with this as part of the process and then, you know, then I have a responsibility as your HSAC member to plead my case. It gets knocked down, it gets knocked down.

CHAIR WHITE: Right.

COUNCILMEMBER CRIVELLO: We have deadlines, yes, they've set that. But, you know, I, my intent was hoping that we could, you know, convince them that I, I need more time with this particular issue. And, but now, and at the time I presented it, it never reached here. It did not come out to the full Council yet. So, it, it became like, oh maybe going or, you know, but I'd like you guys to consider maybe hold up our package till this one comes in. But they have a whole bunch of other bills. But, I don't think it's the end of the day and it . . . and if it passes this, yes. If it doesn't passes, at least we allowed the process, which to me is what you're trying to do by allowing it to be here on our agenda, yea. Thank you.

CHAIR WHITE: So, Ms. Sugimura, your original motion is reinstated?

COUNCILMEMBER SUGIMURA: Yes. Yes.

CHAIR WHITE: Thank you.

COUNCILMEMBER SUGIMURA: Sounds like that's the will of the body; great.

CHAIR WHITE: I think we've had enough discussion on this. Any--

COUNCILMEMBER COCHRAN: Chair.

CHAIR WHITE: Yes, Ms. Cochran.

COUNCILMEMBER COCHRAN: Sorry. Actually, there's one question though that I never got a answer to, and I believe that one decision that was made would have, none of this would, we wouldn't be in this predicament, number one, all of this discussion wouldn't be happening, number two. And that is, September 5, the Committee, PEA Committee discussed it, worked on it, voted on it, and yes, at that point I felt all concerns were vetted. I know, Chair, you have a different take on it. But all the other Members voted in favor.

And at that time, it was stated it was going to be on that September 8, full Council agenda. It did not happen because you chose to not put it there. That's why we're in this predicament today. And so, my main question still stands, Chair, and you have been skating it this morning. I, I hear you're sorry, you thought there was flexibility, you thought this and that. That, at that time when it was stated, you were going to put it on there. Even Ms. Crivello said no problem; on September 5, it's going to be in the package because it was anticipated September 8, the item was going to be voted on by full Council like we're doing today. But, you chose to not put it there. So, that's, I want to know, is it Robert Rules, is it the authority for, for you to not have posted it? Because that's why we're in this predicament right here. None of this would be occurring right now.

CHAIR WHITE: I've given you the explanation. And I have the ability, like you have with your Committee, I have the ability to choose what is on the agenda and what is not. And I chose to, to withhold it, because I didn't feel that it had, that the work that you had done on it had gone far enough. So, that is what it is.

And, all those in favor of this motion please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN, GUZMAN,
AND SUGIMURA.

CHAIR WHITE: Those opposed say "no".

NOES: COUNCILMEMBER CRIVELLO AND
CHAIR WHITE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure, was that a "no"? Okay. I believe we have four "ayes", and two "noes". The Chair and Ms. Crivello are a "no", and the remainder are "ayes", and three "excused". Measure fails.

Mr. Clerk

DEPUTY COUNTY CLERK: Mr. Chair, we need a motion to dispose of the item somehow.

COUNCILMEMBER SUGIMURA: Mr. Chair, do you want me to file, motion to file?

CHAIR WHITE: Ms. Sugimura.

COUNCILMEMBER SUGIMURA:

I MOVE TO FILE THIS COMMITTEE REPORT.

CHAIR WHITE: Do we have a second?

COUNCILMEMBER CRIVELLO:

I SECOND.

CHAIR WHITE: We have a motion to file from Ms. Sugimura, and a second from Ms. Crivello.

Any discussion?

COUNCILMEMBER CRIVELLO: Yes.

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: I'd like to say that I appreciate the intent. I think Mr. Atay kind of put it across quite favorably. And, if I look at the economics of Molokai, and I've heard Mr. Hokama make mention about Lanai, and you know, we're all part of the County, however, we, we have different challenges. And so, when I look at overall our businesses, and our family-owned, and major corporation, we have two maybe, or maybe three if you count that as the utilities, but overall for the private side, we have only two.

And I know Ms. Cochran made an attempt to see, go through the different steps. So, I go back and I, I say well, if we get 15 what have you, so, they all, they work part-time here, part-time there and what have you just trying to make a living. And, and the feedback I got was then we're not going to hold on to, to that many employees, because many of them do cover health anyway, you know, and other benefits, I guess, which I'm not privy of.

But, it, it, and I'm sorry, I had to, I take that position on a personal basis for representation of the community I come from. I don't know of any, there's, there's the

two major industries on the island that employs a big number of people; the largest employers. And, yea, perhaps they can pay the \$15, which I think they do pay higher entry level wages.

So, I just needed to put that down on record as to why my vote at that, at this time came out "no"; by having more conversation with some of the business owners back home. Thank you.

CHAIR WHITE: Thank you, Ms. Crivello.

Any further discussion on the filing?

Mr. Atay.

COUNCILMEMBER ATAY: Chair, I want to have an opportunity to, to come back with a statement that, you know, what I mentioned earlier was, you know, we need to figure out how we're going to fight income inequality in our County.

According to zippia.com, a living wage, a living wage in Hawaii is \$61,000 per year. It comes out to \$29.32 an hour. I would, I would say close to 80 percent or more of the local people of this County are not even close. And so, we're asking \$15 in increments; that's what we're trying to do is represent the residents. But, I also hear her situation of the businesses, so.

CHAIR WHITE: Thank you. Any--

Mr. Guzman.

COUNCILMEMBER GUZMAN: You know, I think that, at least in my position of filing this subject matter, I would be opposed to it. Because I think we do need to, to investigate further and find, you know, the numbers that would, would help our residents in, to actually combat our cost of living. And so, to file this would, the subject matter will go away.

So, I, I would rather that we, we keep the subject matter in PEA, and try to develop, maybe, some crafting of some research and, and some independent sources that could help us further this type of issue along. So, thank you, Chair.

CHAIR WHITE: We have the option to recommit as well.

COUNCILMEMBER SUGIMURA: I, I want to, I want to just, could I say a few words? So, are, you know, this item is in my Committee as the Maui Legislative Package.

CHAIR WHITE: Right.

COUNCILMEMBER SUGIMURA: Which it is not dead. I mean, it is absolutely going to be heard at a, the appropriate time. So, those Members that, you know, would like to voice your concerns as, as you are, you'll have that chance again.

I thought we were, the title of this is for Hawaii State Association of Counties Legislative Package. And as our discussion went on this morning, I thought it was going in the direction that it may or may not, you know, that important part of the title as you know since we are a body of words, that was HSAC was the important part of that. So, whether this can go to HSAC and be discussed again, that was what I thought we were trying to move forward.

And then, it sounded like maybe not, you know, but maybe it will. And this, this is, this is alive. It will be heard in my Committee again when we take up the Maui Legislative Package. So, we will again have a chance to vet it, and you know, other concerns heard by the Members. I will, I just want to say that, so it's not going to be something it, it's not dead.

CHAIR WHITE: Right. You, you have the Maui County Package--

COUNCILMEMBER SUGIMURA: Right.

CHAIR WHITE: --which is essentially the same bill. And so, I think, actually recommitting would have no, no useful purpose--

COUNCILMEMBER SUGIMURA: Right.

CHAIR WHITE: --because it's already there.

COUNCILMEMBER SUGIMURA: And, it's not like HSAC is. It's Maui Legislative Package now.

CHAIR WHITE: Mr. Atay.

COUNCILMEMBER ATAY: Chair, I just wanted some clarification. So, the vote came out 4-2.

CHAIR WHITE: Right.

COUNCILMEMBER SUGIMURA: Failed.

COUNCILMEMBER ATAY: 4-2 that it failed, or 4-2 that it advanced?

CHAIR WHITE: No, it needs five votes--

COUNCILMEMBER ATAY: Okay.

CHAIR WHITE: --to move, move out of this chamber. So, having only 4 votes, the measure fails.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: But, but the actual, the failure is for it to go to the, really, Hawaii State Association of Counties Legislature, where--

CHAIR WHITE: And that's why it really makes sense for us to file this, because--

COUNCILMEMBER CRIVELLO: Right.

CHAIR WHITE: --the HSAC issue is moot. The Maui County Package is still alive in Committee.

COUNCILMEMBER CRIVELLO: But the Maui County Package is still open.

I really like what Councilmember Guzman said too; so we can vet it more and have better research to, to be able for us to, and, and even for me to go back home as I do my own personal contacts with lifelong businesses on our island.

CHAIR WHITE: Right.

COUNCILMEMBER CRIVELLO: We, we've just had a lifelong business that never thought the generation or that they decided and it sold out to an Oahu corporation. So, and it's just being able to keep up with the high cost that, you know, and we have many. Not, no different from here, except it's, you can see it on a smaller scale. But, I appreciate that opportunity to have further, further research and vetting on this.

But, it can, it's still part of our Maui Legislation. So, and, and that too gives us an opportunity how soon will we have our Maui Package put together too. Thank you, Chair.

CHAIR WHITE: Okay, we have a--

COUNCILMEMBER COCHRAN: Sorry, Chair. Last, sorry, Chair.

CHAIR WHITE: Yea, Ms. Cochran.

COUNCILMEMBER COCHRAN: The, sorry, the super majority vote on that one, this item is, is that I, is that how it always is for full Council items? Is that what's?

CHAIR WHITE: No, it's not a super majority. You need five votes in any Council action.

COUNCILMEMBER COCHRAN: But, cause we are at full Council.

CHAIR WHITE: Right.

COUNCILMEMBER COCHRAN: Full Council items need--

CHAIR WHITE: Well, and similarly with a 9-Member Committee, you need five votes to move it out of Committee. If it's a 7-Member Committee, you need 4. So, the, the attendance doesn't--

COUNCILMEMBER COCHRAN: But, if they're not present.

CHAIR WHITE: Pardon.

COUNCILMEMBER COCHRAN: So, even if a body, a person is not, the body is not there. So, so we have--

CHAIR WHITE: Yea, the, the number of required votes doesn't change. It remains at 5 at the full Council, and 5 at 9-Member Committees.

COUNCILMEMBER COCHRAN: Okay. Okay, and then the other thing is I, I completely understand we have other options to go down Maui Leg, personal level. But, I mean, the 3-prong approach to have the HSAC, the Maui Leg, and personal advocacy work would be so much more, you know. A 3-prong spear is going to really stick that fish versus a 2-prong or a 1-prong. So, that's kind of how I look at that whole thought process.

And the other thing is, as the oldest, small mom and pop operated surfboard shop on Maui, since 1966 - my husband's older than I, I was only two then - we're, I asked him and others, and he's awesomely supportive that he could afford this incremental increase. Not going to break the bank for such a small operation. So, I am basing it on my own personal life and business. So, it works.

And so, I just, I understand there's different circumstances I'm sure for other operations. But, I know firsthand from mine and others that I've spoken to here, that it was quite fair, and workable, and doable. But, again, hopefully we can further discuss this at a later time.

CHAIR WHITE: No, this is, this is basically a, the motion on the floor is whether to file or not, so.

COUNCILMEMBER COCHRAN: Yea, that's fine.

CHAIR WHITE: Okay, all those in favor, please signify by saying "aye".

AYES: COUNCILMEMBERS COCHRAN, CRIVELLO,
GUZMAN, SUGIMURA, AND CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: COUNCILMEMBER ATAY.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: We have one "no". So, measure is filed with a vote of five, five "ayes"; one "no", Mr. Atay; and three "excused".

Okay, Mr. Clerk.

COMMITTEE REPORT

NO. 17-119 - WATER RESOURCES COMMITTEE:

Recommending that County Communication 17-264, from Councilmember Alikea Atay, relating to a review of Chapter 14.06A, Maui County Code, relating to water conservation and control of water usage during water shortage, be FILED.

CHAIR WHITE: Mr. Atay.

COUNCILMEMBER ATAY:

MR. CHAIR, I MOVE TO ADOPT THE RECOMMENDATION IN
COMMITTEE REPORT 17-119.

COUNCILMEMBER CRIVELLO:

SECOND.

COUNCILMEMBER COCHRAN: Oh, sorry.

CHAIR WHITE: We have a motion from Mr. Atay, and a second from Ms. Crivello.

Mr. Atay.

COUNCILMEMBER ATAY: Mr. Chair, this matter was considered at the Water Resources Committee meeting of September 6, 2017.

(Councilmember Guzman was excused from the meeting at 10:12 a.m.)

COUNCILMEMBER ATAY: Your Committee notes Section 14.06A.100, MCC, requires the Council to review the provisions of the Chapter beginning January 1, 2017, and every three years thereafter. As a part of that review, the Director of Water Supply is required to provide a report to the Council "on all actions taken by the department under this chapter during the review period".

According to the Director, the Department has only issued two water shortage declarations since the ordinance became effective on January 6, 2015. Both declarations were Stage 1 water shortages for the entire Upcountry service area. The first declaration was in effect from April 9, 2017 through May 1, 2017, and the second started on July 18, 2017, and remains in effect.

(Councilmember Guzman returned to the meeting at 10:13 a.m.)

COUNCILMEMBER ATAY: The Director also reported that leak detection and water conservation education and incentive requirements are part of the Department's normal operations and are implemented continuously. He said that the only exception is a requirement under Section 14.06A.040(C), Maui County Code, to implement an incentive program encouraging consumers to replace old toilets and water fixtures with those having increased levels of water efficiency. The Director said the Department is in the process of developing a toilet replacement rebate program to be implemented this fiscal year. A representative of the Department added that the Department is working with the Department of Parks and Recreation to replace showers at public parks.

Following its discussion, your Committee recommended the communication be filed. I respectfully ask for the Members support of my motion.

CHAIR WHITE: Members, any further discussion on this item? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

Mr. Clerk

DEPUTY COUNTY CLERK: Mr. Chair, proceeding with ordinances, second and final reading.

ORDINANCES

ORDINANCE NO. _____
BILL NO. 77 (2017)

A BILL FOR AN ORDINANCE GRANTING 355 HAIKU ROAD LLC
A CONDITIONAL PERMIT TO OPERATE A TRANSIENT VACATION RENTAL
WITHIN THE COUNTY AGRICULTURAL DISTRICT, FOR PROPERTY SITUATED
AT 355 HAIKU ROAD AND IDENTIFIED AS A PORTION OF TAX MAP KEY
NUMBER (2) 2-7-003:087, HAIKU, MAUI, HAWAII

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

AGAIN, ON BEHALF OF LAND USE COMMITTEE CHAIR,
MR. BOB CARROLL, I MOVE TO PASS BILL 77 (2017) ON
SECOND AND FINAL READING.

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: We have a motion from Ms. Crivello, and a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair. Bill 77 (2017) would grant 355 Haiku Road LLC, a one-year Conditional Permit to operate a transient vacation rental at 355 Haiku Road, Haiku, Maui, Hawaii. I ask for the Council's full support of Bill 77.

CHAIR WHITE: Any further discussion, Members?

Ms. Cochran.

COUNCILMEMBER COCHRAN: Chair, Chair, I have a, I'd like to make an amendment to the main motion, and I have copies. It's just inserting three words into condition 2.

CHAIR WHITE: Okay, let's, let's take a brief recess, pass, have staff pass those out.

COUNCILMEMBER COCHRAN: Okay.

(THE MEETING WAS RECESSED BY THE CHAIR AT 10:16 A.M., AND WAS RECONVENED AT 10:31 A.M., WITH ALL MEMBERS PRESENT, EXCEPT MEMBERS HOKAMA, KING, AND VICE-CHAIR CARROLL, EXCUSED.)

CHAIR WHITE: This meeting shall please come back to order.

And, Ms. Cochran.

COUNCILMEMBER COCHRAN: Chair, thank you for that recess. And so, yes, I did hand out this amendment. And thank you for the break, cause we further vetted and looked at the wording, and unfortunately we accidentally struck out the section about the 1,000 foot area. So, we moved it from 500, and then this is striking out the 1,000. So, that's, that was never my intent here.

The basic intent of this was to, instead of having Planning Director be the sole voice to extend the permit or not within a year, it would come back to us. And by all means, and Mr. Kushi brought it up too, does not remove Planning Director or this section that, of, that rules the extension process. The Planning Director has to, or the Department

has to follow these, this extension section no matter what the permit is. So, he or she will be brought back to this Council to give us a report, to tell us how's it been going for the year. But in the end, we, this body, would have the final say, not just the Department. So, that, that's the main intent.

And because we struck out a section that ought to still be in the conditions, I would recommend at this point if, a way to defer this to, to have it written more clear and concise, or do the work now. But, I would prefer if we could just defer this so, and that's the main intent; is really to have the, this body to have the final say.

COUNCILMEMBER GUZMAN: Chair.

CHAIR WHITE: Mr. Guzman.

COUNCILMEMBER GUZMAN: Yes, I would agree with Ms. Cochran on just the language in conferring with Deputy Corporation Counsel, that administratively, cause we've changed the rules that the Director of Planning can now authorize a, an extension of the permit.

So, keeping the language in there under Section 19 would allow, I mean, would, would make sure that it stays under the TVR type process. And we, we had actually increased the 500 feet radius of notice to 1,000, and the applicant had agreed on that. I think all that we need now in this, this type of, I guess, amendment would be that thereafter the approval of the Director, the condition would then be, the Council approval would be the final, you know, after, after the Director. But, if the Director says no, then it, it will never come to the Council. I think that type of wording needs to be reworked.

So, I would agree with Ms. Cochran in deferring this matter. Thank you.

CHAIR WHITE: The Chair is open to a deferral on this, because I think Ms. King had the, had made, or asked the question of the, of this item. And I don't think that the answer was, was as accurate as it needed to be.

So, without objection, Members, we'll defer this item to the next meeting.

MEMBERS VOICED NO OBJECTION.

CHAIR WHITE: Okay. Mr. Clerk.

ORDINANCE NO. _____
BILL NO. 78 (2017)

A BILL FOR AN ORDINANCE GRANTING KAOHU LLC, A DOMESTIC LIMITED LIABILITY COMPANY, A CONDITIONAL PERMIT TO ALLOW BUSINESS/OFFICE USE IN A RESIDENTIAL HOME LOCATED IN THE R-2, RESIDENTIAL ZONING DISTRICT ON APPROXIMATELY 3,600 SQUARE FEET OF LAND LOCATED AT 293 WAIALE ROAD, WAILUKU, MAUI, HAWAII

CHAIR WHITE: Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair.

AGAIN, ON BEHALF OF LAND USE COMMITTEE CHAIR BOB CARROLL, I'D LIKE TO MOVE TO PASS BILL 78 (2017) ON SECOND AND FINAL READING.

CHAIR WHITE: Do we have a second?

COUNCILMEMBER SUGIMURA:

SECOND.

CHAIR WHITE: Motion from Ms. Crivello, and a second from Ms. Sugimura.

Ms. Crivello.

COUNCILMEMBER CRIVELLO: Thank you, Chair. Bill 78 (2017) would grant Kaohu LLC a ten-year Conditional Permit to allow business and office use in a residential home at 293 Waiale Road, Wailuku, Maui, Hawaii. I ask the Council's full support of Bill 78.

CHAIR WHITE: Thank you, Ms. Crivello.

Members, any further discussion on this item? Seeing none, all those in favor please signify by saying "aye".

AYES: COUNCILMEMBERS ATAY, COCHRAN,
CRIVELLO, GUZMAN, SUGIMURA, AND
CHAIR WHITE.

CHAIR WHITE: Those opposed say "no".

NOES: NONE.

EXCUSED: COUNCILMEMBERS HOKAMA, KING, AND
VICE-CHAIR CARROLL.

CHAIR WHITE: Measure passes with six "ayes", and three "excused".

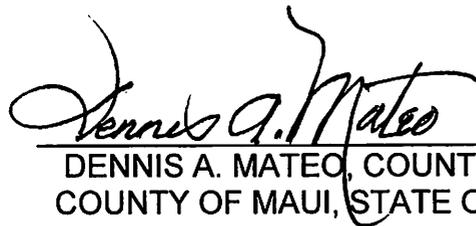
Mr. Clerk

DEPUTY COUNTY CLERK: Mr. Chair, there is no further business before the Council.

CHAIR WHITE: Thank you very much. Thank you, Members. And, thank you to those in the audience, as few as they may be right now. Have a wonderful weekend. And, we are adjourned.

ADJOURNMENT

The regular meeting of September 22, 2017 was adjourned by the Chair at 10:36 a.m.


DENNIS A. MATEO, COUNTY CLERK
COUNTY OF MAUI, STATE OF HAWAII

RECEIVED

2017 SEP 21 AM 11:10

OFFICE OF THE
COUNTY CLERK

Jim Smith
99 Kapuai Road
Haiku, Maui, Hawaii 96708

Testimony concerning Water Resources Committee
Report (CR) 17 -119 related to Director of Department
Water Supply Compliance with Section 14.06A.100
(A) and (B) – Council Regular Meeting 09/22/17

Chairperson Council Member Michael White, and Council Members,

On September 6, 2017 the Water Resources Committee reviewed a Report transmitted to it, as part of its review related to control of water usage during water shortages. The director is required to report on all actions taken during the review period. The Director failed to comply.

The report failed to include: identification of the number of applications for water services pending in the affected area; number of application water services granted or denied in the affected area; action taken by the Department to process subdivision of land in the affected area that require or may effect water service. The Director is required to report on all actions taken by the department during this review period (See 14.06A.100 (B) MCC) to include a list of water shortage declarations.

The Committee recommends filing of the Director's report and by this act exempts the Director from compliance and by implication repeals Section 14.06A.100 (B)' The Council has a responsibility to oversee executive performance. Department compliance provides equal opportunity to share in our County's water resource. In this instance a measure of compliance is lost.

It seems this Council needs to obtain the missing information, review it; then decide whether to file CC 17-119, or return it to the Committee. I ask the Council not to file matter.

Mahalo,

Jim Smith
September 22, 2017

Sept 17, 2017

Kamehameha Consulting Services.
P.O. Box 1267 Haiku, Maui, Hawaii 96708
(808) 357-7002

To the MAUI COUNTY COUNCIL

Department of County Council
Council Chambers Kalani O Maui Building, 8th Floor
County of Maui 200 S.
High Street Wailuku. Hi 96793

Its. Members:

- Mike White, Council Chair.
- Robert Carroll, Council Vice-Chair
- Stacy Crivello Councilmember
- Alika Atay, Councilmember
- Elle Cochran Councilmember
- Don S. Guzman, Councilmember
- Kelly T. King, Councilmember
- Riki Hokama, Councilmember
- Yuki Lei Sugimura, Councilmember

His Majesty's Remedy for 355 Haiku Rd. LLC.

Pursuant to 18 U.S.C [sic] — *Misprision of felony, Misprision of Treason* as your Majesty for the Hawaiian Kingdom of King Kamehameha I.

PUBLIC MEETING NOTICE COUNCIL OF THE COUNTY OF MAUI, LAND USE COMMITTEE at the Council Chambers Kalana O Maui Building, 8th Floor on AGENDA CONDITIONAL PERMIT FOR 355 HAIKU ROAD LLC (HAIKU) (LU-18.) Before the final reading is commenced by its Council Members, its Vice-Chair, and its Chair, they need to consider their fact finding first, before they incur any burdens of liabilities. I request, Council Members shall consider the facts before granting this permit.

On Wednesday August 16, 2017 1:30 p.m. His Majesty appeared to testify about the alleged lands in Haiku against the Conditional Permit LU-18. I would now like to bring to light the correct ownership of these lands. I am in DISTRICT FEDERAL COURTS OF HAWAII (HAWAII) remedying the fact of true ownership of these lands. (NOTICE OF OWNERSHIP) ROYAL CHARTER.

Don Guzman
Mike White

RECEIVED

2017 SEP 20 PM 3:04

OFFICE OF THE
COUNTY CLERK

OFFICE OF THE
COUNTY COUNCIL

2017 SEP 19 PM 12:02

RECEIVED

Maui County Council should be made aware of the "TENANTS OF THESE LANDS" and to be recognized that I am its true "NOTICE OF OWNERSHIP" currently being aggrieved within DISTRICT FEDERAL COURTS OF HAWAII (HAWAII).

Please consider revoking this bill when it comes back to your next meeting. "A BILL FOR THE ORDINANCE GRANTING 355 HAIKU ROAD LLC FOR A CONDITIONAL PERMIT TO OPERATE A TRANSIENT VACATION RENTAL AND TO CONDUCT SPECIAL EVENTS WITHIN THE COUNTY AGRICULTURAL DISTRICT, FOR PROPERTY SITUATED AT 355 HAIKU ROAD AND IDENTIFIED AS A PORTION OF TAX MAP KEY NUMBER (2) 2-7-003:087, HAIKU, MAUI HAWAII."

By not completing due diligence through the title companies and by granting the PERMIT LU-18 to the wrong owners, Members of the Maui County Council may be in violation of His Majesty's proceedings within the ICC "INTERNATIONAL CRIMINAL COURTS the Hague Netherlands. As I seek remedy for the "ICC."

Petran[v. Allencastre, 91 Hawaii 545, 556-57, 985 P.2d 1112, 1123-24 (1999)], actual, open, and notorious possession is established where a claimant shows "use of the land to such an extent and in such a manner as to put the world on notice" by means "so notorious as to attract the attention of every adverse claimant. These tenants as the matter of law holds property only through color of title though adverse possession that occupies this land at 355 Haiku Rd and needs to show proof for these lands before any "BILL" or "PERMIT" to be rendered by this council. His Majesty holds title through its Royal Patent 121 Richard Armstrong (Pala Pala Sila Nui.)

In order to establish title to real property by adverse possession, a claimant "must bear the burden of proving by clear and positive proof each element of actual, open, notorious, hostile, continuous, and exclusive possession for the statutory period." Supra: Petran[v. Allencastre, 91 Hawaii 545, 556-57, 985 P.2d 1112, 1123-24 (1999)]. Actual, open, and notorious possession is established where a claimant shows "use of the land to such an extent and in such a manner as to put the world on notice" by means "so notorious as to attract the attention of every adverse claimant." Morinoue[v. Roy, 86 Hawaii 76, 82, 947 P.2d 944, 950 (1997)]. "The element of hostility is satisfied by showing possession for oneself under a claim of right," and "such possession must import a denial of the owner's title." Petran, 91 Hawaii at 557, 985 P.2d at 1124. Continuity and exclusivity of possession require that the "adverse possessor's use of a disputed area rise to that level which would characterize an average owner's use of similar property." Id.

Per: THE LAW OF LAND WARFARE FM27-10

DEPARTMENT OF THE ARMY FIELD MANUAL that is still used today in today's military courts. 358. Occupation Does Not Transfer Sovereignty. Being an incident of war, military occupation confers upon the invading force the means of exercising control for the period of occupation. **It does not transfer the sovereignty to occupant, but simply the authority or power to exercise some of the rights of the sovereignty.** The exercise of these rights, results from the established power of the occupant and from the necessity of maintaining the law and order, indispensable both to the inhabitants and to the occupying forces. **It is**

therefore unlawful for belligerent occupant to annex occupied territories create a new State there while hostilities are still in progress. (See GC, art. 47; par. 365 herein.)

359. Oath of Allegiance Forbidden

It is forbidden to compel the inhabitants of occupied territory to swear allegiance to the hostile Power. (HR, art. 45.)

365. Inviolability of Rights

Protected person who are in occupied territory shall not be deprived, in any case or in any manner whatsoever, of benefits of the present Convention by any change introduced, as the result of the occupation of a territory, into the institutions or government of the said territory, nor by any agreement concluded between the authorities of the occupied territories and the Occupying Power, nor by annexation by the latter of the whole or part of the occupied territory. (GC, art. 47.)

366. Local Government Under Duress and Puppet Governments

The restrictions placed upon the authority of a belligerent government cannot be avoided by a system of using a puppet government, central or local, to carry out acts which would be unlawful if performed directly by the occupant. Acts induced or compelled by the occupant are nonetheless its acts.

PRECEDENT STATING THE BURDEN OF PROOF

In an action to quiet title, the burden is on the plaintiff to prove title in and to the land in dispute, and, absent such proof, it is unnecessary for the defendant to make any showing. *State v. Zimring*, 58 Haw. 106, 110, 566 P.2d 725, 729 (1977) (citations omitted). The plaintiff has the burden to prove either that he has paper title to the property or that he holds title by adverse possession. *Hustace v. Jones*, 2 Haw.App. 234, 629 P.2d 1151 (1981); see also *Harrison v. Davis*, 22 Haw. 51, 54 (1914). While it is not necessary for the plaintiff to have perfect title to establish a prima facie case, he must at least prove that he has a substantial interest in the property and that his title is superior to that of the defendants. The Supreme Court Judges state that the Royal Patent is the highest title to lands to ownership in Hawai'i without it reverting back to patent. *Shilts v. Young*, 643 P.2d 686, 689 (Alaska 1981). *Accord Rohner v. Neville*, 230 Or. 31, 35, 365 P.2d 614, 618 (1961), reh'g denied, 230 Or. 31, 368 P.2d 391 (1962).

Maui Land & Pineapple Company, Inc. v. Infesto, 76 Hawai'i 402, 407-8, 879 P.2d 507, 512-13 (1994).

RELEVANT HISTORICAL FACT

Real property laws in Hawai'i differ from real property laws in other jurisdictions in the United States.

In 1845, the government created the Board of Land Commissioners to investigate and settle all land claims of private individuals, whether native or foreign. The Land Commission subsequently adopted seven principles to guide them in deciding all claims. The commission's work led to the Mahele of 1848, the division of lands between the king and the konohiki

2. Those lands retained by the King, were subsequently divided into Government Lands and King's Lands.

Melody Kapilialoha MacKenzie ed., Native Hawaiian Rights Handbook 151 (1991) (footnote added).

All lands of the King, the government, and the konohiki were awarded subject to the rights of native tenants. In 1850, the enactment of further principles or the Kuleana Act empowered the Land Commission to award fee simple title to native tenants for their plots of land or kuleana. The awards were limited to the amount of land actually cultivated, plus small house lots distinct from the cultivated lands. When the Land Commission confirmed an individual's land claim, it issued an award of that land to the claimant. Generally, upon payment of a commutation tax to the government, the minister of the interior conveyed complete title in the form of a royal patent. Id. at 151-52.

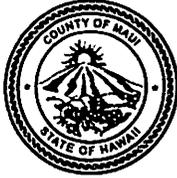
In Case Algal v. Santos the United States District Court of Hawai'i erred by not providing the full title report in the "quiet title action" the Court acknowledge only a preliminary report through "TITLE GUARANTY OF HAWAII, INC.' report dated as of January 6, 2014 at 8:00 a.m. by Elizabeth Andrade (No Liability Hereunder." (B) THE EFFECTS, IF ANY, OF "NOTICE OF OWNERSHIP" Dated: August 7, 2013 Recorded: Document No. A-49680869 Made By: SIR JON FREEMAN ELEU SANTOS, also known as JON SANTOS -NOTE: - Title Guaranty of Hawaii, Inc does not believe that the forgoing document has a valid or enforceable effect on the title to the land describe herein. If policy of title insurance is issued, Shedule B will not contain a reference to said document that had been filed within the Corporate State of Hawai'i Bureau of Conveyance.

His Majesty being treated unfairly during his trial had filed a (Motion for Stay) to stop all proceedings for the court until the United States Justice Department can answer to Professor Williamson BC Chang letter for the *Misprision of felony for the alleged war-crimes that continue to be committed and the violations of Hawaiian kingdom laws. Since the United States Justice Department by law must consider these crimes violation accorded.* In Skelly v. United States, 76 F.2d 483 (10th Cir. 1935), certiorari denied, 295 U.S. 757, 55 S. Ct. 914, 79 L. Ed. 1699 (1935) the Court defined an accessory after the fact as "one who knowing a felony to have been committed by another, receives, relieves, comforts, or assists the felon in order to hinder the felon's apprehension, trial or punishment." Under the registered corporate entity for the Corporate State of Hawai'i not to be denigrated, but have not only gained "knowledge of the actual commission of a felony cognizable by a court of the United States," but to have clemency as soon as possible make known the same to some judge or other person in civil or military authority under the United States," "be fined...or imprisoned not more than three years, or both." 18 U.S.C. §4. Further, State officials and employees receive State monies that have been implicated as being gained through the commission of felonies, namely the war crime of pillaging and they will face prosecution under 18 U.S.C. §3—Accessory after the fact.

His Majesty humbly requests that the Maui County Council reflects upon the proceedings that are occurring a take into consideration the law, before you make a decision to grant the permit.

A handwritten signature in black ink, consisting of several overlapping loops and a vertical line extending downwards from the center.

KING KAMEHAMEHA VII, NI'I LOA MO'I KAPU



PUBLIC MEETING NOTICE

COUNCIL OF THE COUNTY OF MAUI

www.MauiCounty.us/LU

Committee Chair
Robert Carroll

Committee
Vice-Chair
Riki Hokama

Voting Members:
Alika Atay
Elle Cochran
Stacy Crivello
Don S. Guzman
Kelly T. King
Yuki Lei K. Sugimura
Mike White

LAND USE COMMITTEE

Wednesday, August 16, 2017

1:30 p.m.

MEETING SITE:

Council Chamber
Kalana O Maui Building, 8th Floor
200 South High Street
Wailuku, Hawaii

OFFICE OF THE
COUNTY CLERK

2017 AUG -9 PM 12: 17

RECEIVED

AGENDA

CONDITIONAL PERMIT FOR 355 HAIKU ROAD LLC (HAIKU) (LU-18)

Description: The Committee is in receipt of the following:

1. County Communication 17-127, from the Planning Director, transmitting a proposed bill to grant a request from 355 Haiku Road LLC, for a one-year Conditional Permit to allow special events, retreats, corporate events, weddings and receptions, and transient vacation rentals on 13.9 acres of land at 355 Haiku Road, Haiku, Maui, Hawaii.
2. Correspondence dated August 9, 2017, to the Department of the Corporation Counsel, transmitting a revised proposed bill entitled "A BILL FOR AN ORDINANCE GRANTING 355 HAIKU ROAD LLC A CONDITIONAL PERMIT TO OPERATE A TRANSIENT VACATION RENTAL AND TO CONDUCT SPECIAL EVENTS WITHIN THE COUNTY AGRICULTURAL DISTRICT, FOR PROPERTY SITUATED AT 355 HAIKU ROAD AND IDENTIFIED AS A PORTION OF TAX MAP KEY NUMBER (2) 2-7-003:087, HAIKU, MAUI, HAWAII." The purpose of the revised proposed bill is to grant a request from 355 Haiku Road LLC, for a one-year Conditional Permit to allow special events, retreats, corporate events, weddings and receptions, and transient vacation rentals on 13.9 acres of land at 355 Haiku Road, Haiku, Maui, Hawaii.

Status: The Committee may consider whether to recommend passage of the revised proposed bill on first reading, with or without further revisions. The Committee may also consider the filing of County Communication 17-127 and other related action.

MORE →

SACRED KING KAMEHAMEHA VII, NI'I LOA MO'I KAPU
Sovereign Head of State
P.O. Box 1267
Haiku, Maui, Hawai'i. 96708

RECEIVED
 CLERK U.S. DISTRICT COURT
 JAN 25 2017 4:50 pm
 DISTRICT OF HAWAII

**IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF HAWAII (HAWAII)**

KING BARRISTER KAMEHAMEHA, NI'I LOA

MO'I KAPU FKA, JON ELEU FREEMAN)
SANTOS AKA, JON SANTOS pro se)
)
) **Plaintiff,**)
Vs.)
)
)
Corporate STATE OF HAWAII)
ATTORNEYS GENERAL OFFICE)
Doug Chin)
Corporate STATE OF HAWAII)
SHERIFF DIVISION Nolan Espinda)
Corporate STATE OF HAWAII)
BUREAU OF CONVEYANCES)
Leslie Kobata)
)
)
)
)
)
)
)
)
)
)
Defendant.)

CIVIL NO. 13-00562 LEK · BMK
U.S. DISTRICT COURT FOR HAWAII
(Honolulu) Judge Leslie E. Kobayashi

DECLARATORY RELIEF JUDGMENT
Dismiss All Complaints from His Majesty
KAMEHAMEHA NI'I LOA MO'I KAPU
REPORTING FELONIES IN
ACCORDANCE WITH 18 U.S.C
[SIC]4; EXHIBITS A-U
CERTIFICATE OF SERVICE
remedies; (evidences for the prosecutor)
ROYAL HAWAIIAN KINGDOM WARRANT

FOR LACK OF SUBJECT MATTER
JURISDICTION and REQUEST OF
JUDICIAL NOTICE OF SAID FILINGS;
PREROGATIVE OF THE KING'S
"LEGAL REMEDY"
ROYAL HAWAIIAN KINGDOM WARRANT

JUDGE: LESLIE E. KOBAYASHI

REPORTING FELONIES IN ACCORDANCE WITH
18 U.S.C. [SIC]4
IN THE DISTRICT FEDERAL COURT DISTRICT OF HAWAII (HAWAII) FOR THE DISTRICT
COURT SECOND CIRCUIT AND THE CIRCUIT COURT SECOND CIRCUIT OF WAILUKU
(MAUI) Pursuant to 18 U.S.C [sic] —Fact of the Matter; Misprision of felony; Misprision of treason; as
your Majesty for the Hawaiian Kingdom of King Kamehameha I, Sacred King Barrister Kamehameha
VII, NI'I LOA MO'I KAPU, with my full Authority vested in me by its Mana: See exhibit-A Bio;
HAWAIIAN KINGDOM ROYAL WARRANT; Exhibit-B DEPOLMATIC HAWAIIAN KINGDOM
PASSPORT # MO'I075603 Exhibit-C and CERTIFICATE

Williamson B.C. Chang
Professor of Law
William S. Richardson School of Law
University of Hawai'i, Mānoa
2515 Dole Street
Honolulu, Hawai'i 96822

September 17, 2014

Eric Holder, Jr., U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

FedEx Tracking Number 8061 7191 0836

Re: Reporting Felonies in accordance with 18 U.S.C. §4

Dear Attorney General Holder,

Pursuant to 18 U.S.C. §4—*Misprision of felony*, I am legally obligated to report to you the knowledge I have about multiple felonies that *prima facie* have been and continue to be committed here in the Hawaiian Islands. I have been made aware of these felonies through the memorandum by political scientist David Keanu Sai, Ph.D., who was contracted by the State of Hawai'i Office of Hawaiian Affairs, entitled *Memorandum for Ka Pouhana, CEO of the Office of Hawaiian Affairs regarding Hawai'i as an Independent State and the Impacts it has on the Office of Hawaiian Affairs (Memo)*, which is enclosed herein.

Although I am not at the present an expert in war crimes or federal criminal law, I have been on the law faculty for thirty-eight (38) years and I am competent in statutory analysis and procedure. The *Memo* evidences war crimes that have and continue to be committed, which are felonies codified under 18 U.S.C. §2441. According to §2441(a) the offense of a war crime is a felony, and §2441(c)(1) defines a war crime “as a grave breach in any of the international conventions signed at Geneva 12 August 1949.” Article 33 of the 1949 Geneva Convention, IV, signed and ratified by the United States, prohibits “pillaging,” which is synonymous with the term plunder. The International Criminal Tribunal for the Former Yugoslavia (ICTY), *Prosecutor v. Kordic & Cerkez*, Case No. IT-95-14/2-T, ¶ 352 (Int'l Crim. Trib. for the Former Yugoslavia Feb. 26, 2001) defined the offense of plunder as “all forms of unlawful appropriation of property in [military occupation] for which individual criminal responsibility attaches under international law, including those acts traditionally described as ‘pillage.’” The ICTY also concluded in *Prosecutor v. Jelusic*, Case No. IT-95-10-T, ¶ 48 (Int'l Crim. Trib. for the Former Yugoslavia Dec. 14, 1999), that plunder/pillage is defined as “the fraudulent appropriation of public or private funds belonging to...the opposing party,”

which the *Memo* states it belongs to the Hawaiian Kingdom as an occupied State and not the United States. *Memo*, p. 30.

Hence, after reading the contents of the *Memo* I have not only gained “knowledge of the actual commission of a felony cognizable by a court of the United States,” but that I must “as soon as possible make known the same to some judge or other person in civil or military authority under the United States,” or I will “be fined...or imprisoned not more than three years, or both.” 18 U.S.C. §4. Further, as a State of Hawai‘i employee, I and other State officials and employees receive State monies that have been implicated as being gained through the commission of felonies, namely the war crime of pillaging (*Memo*, p. 30), and we could also face prosecution under 18 U.S.C. §3—*Accessory after the fact*. In *Skelly v. United States*, 76 F.2d 483 (10th Cir. 1935), certiorari denied, 295 U.S. 757, 55 S. Ct. 914, 79 L. Ed. 1699 (1935) the Court defined an accessory after the fact as “one who knowing a felony to have been committed by another, receives, relieves, comforts, or assists the felon in order to hinder the felon’s apprehension, trial or punishment.” Therefore in light of the aforementioned, I am deeply concerned about this matter that affects all State of Hawai‘i officials and employees, including myself personally.

Your kind consideration and response within two (2) weeks of your receipt of this communication will be appreciated. If your office’s response in two weeks is able to refute the evidence provided for in the *Memo*, then assuredly the felonies—*war crimes*—have not been committed. But if your office is not able to refute the evidence, then this is a matter for the U.S. Pacific Command, being the occupying power, and all State of Hawai‘i officials and employees, as well as I, are compelled to comply with Hawaiian Kingdom law and the law of occupation.

Sincerely yours,



Williamson B.C. Chang
Professor of Law

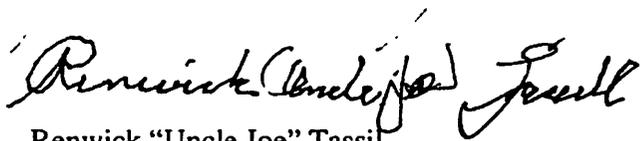
Enclosure

cc: Admiral Samuel J. Locklear III, USN
HQ US Pacific Command
Attn JOO
Box 64028
Camp H.M Smith, HI 96861-4031

Mrs. Fatou Bensouda
Prosecutor, International Criminal Court
P.O. Box 19519
2500 CM The Hague, The Netherlands

We, the undersigned, being government officials and employees of the State of Hawai'i, hereby countersigns Professor Williamson Chang's reporting of the commission of felonies in accordance with §4—*Misprision of felony*, Title 18 United States Code, that provides:

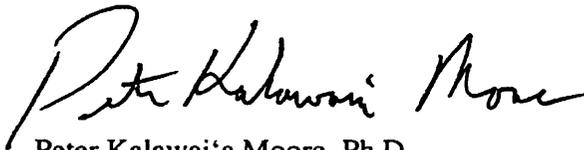
"Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years or both."



Renwick "Uncle Joe" Tassil
Commissioner, Department of Hawaiian Home Lands
State of Hawai'i



Colin Malam
Sergeant, Sheriff Division, Department of Public Safety
State of Hawai'i



Peter Kalawai'a Moore, Ph.D.
Faculty, Windward Community College
State of Hawai'i



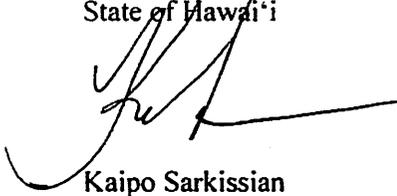
Kimo Cashman, Ph.D.
Faculty, University of Hawai'i at Manoa
State of Hawai'i



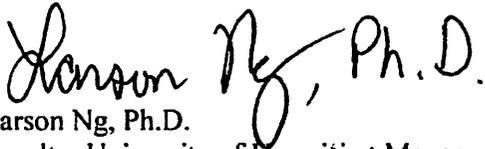
Donovan Preza, Ph.D. student
Faculty, University of Hawai'i at Manoa
State of Hawai'i



Roth K. Puahala
Legislative Staff, State Capitol
State of Hawai'i



Kaipo Sarkissian
Adult Corrections Officer III, Corrections Division, Department of Public Safety
State of Hawai'i



Larson Ng, Ph.D.
Faculty, University of Hawai'i at Manoa
State of Hawai'i



Richard Keao NeSmith, Ph.D.
Faculty, University of Hawai'i at Manoa
State of Hawai'i

S. Kaleikoa Ka'eo, Associate Professor
Faculty, University of Hawai'i Maui College
State of Hawai'i



Kahele Dukelow, Assistant Professor
Faculty, University of Hawai'i Maui College
State of Hawai'i





Mark Patterson
Administrator, Hawai'i Youth Correctional Facility, Office of Youth Service
Department of Human Services
State of Hawai'i



Gordon Leslie
Lieutenant, Corrections Division, Department of Public Safety
State of Hawai'i



Chester E.H. Kau
Deputy Sheriff II, Sheriff Division, Department of Public Safety
State of Hawai'i



Brandy K. Lee
Rescue Captain, Maui Fire Department
State of Hawai'i



Kyle Farm
Firefighter III, Maui Fire Department
State of Hawai'i



Elvin Kamoku
Firefighter III, Maui Fire Department
State of Hawai'i

M.D.



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

April 28, 2015 8:01 AM

Doc No(s) A-55960373



/s/ NICKI ANN THOMPSON
REGISTRAR

1 : 1/1 KHD2 Conveyance Tax: \$107,250.00
B-32620652

ke

AFTER RECORDATION, RETURN BY MAIL PICK-UP []

355 Haiku Road LLC
c/o Anne Takabuki
4050 Kalai Waa Street
Wailea, Hawaii 96753

TG: 201508435 - 3 RS
TGE: 22615054993
Tamara Cabanilla-Aricayos

This document contains _____ pages

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: **ALGAL PARTNERS, L. P.**, a Delaware limited partnership

GRANTEE: **355 HAIKU ROAD LLC**, a Hawaii limited liability company
c/o T. G. Super Exchange Corp.
235 Queen Street, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	: LIBER/PAGE/DOCUMENT NO.: 24018/298
LAND SITUATE AT HAIKU, DISTRICT	:
OF MAKAWAO, ISLAND AND COUNTY	: LAND COURT DOCUMENT NO.: N/A
OF MAUI, STATE OF HAWAII; ROYAL	:
PATENT GRANT NUMBER 121 TO R.	: TRANSFER CERTIFICATE OF
ARMSTRONG	: TITLE NO(S): N/A

TAX MAP KEY: (2) 2-7-003-087 (Item I)
TAX MAP KEY: (2) 2-7-003-062 (Item II)

Grantor hereby covenants that it is the owner in fee simple of the property described in said Exhibit "A" and is the absolute owner of all of said fixtures and/or tangible personal property; that it has good right to sell and convey the same; that said property is free and clear of all liens and encumbrances, except as described in said Exhibit "A"; that Grantee shall quietly enjoy said property without lawful disturbance, except as aforesaid, and Grantor shall WARRANT and DEFEND the same unto Grantee against the lawful claims and demands of all persons, whomsoever, forever, except as aforesaid.

The covenants made by Grantor and/or Grantee, and all rights and benefits conferred hereunder upon Grantor and/or Grantee, shall be binding upon and inure to the benefit of Grantor and/or Grantee and their respective estates, heirs, representatives, successors in trust, successors and assigns.

In interpreting this instrument, the use of any gender shall be construed to include all genders, and the use of any number shall be construed as either singular or plural, as the circumstances may require. The terms Grantor and Grantee, together with any pronouns used in lieu thereof, refer to the singular or plural as the case may be.

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.

All covenants and obligations undertaken by two or more persons or entities shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

The aforesaid property is conveyed by the Grantor to the Grantee in its "AS IS" condition **WITHOUT WARRANTY OR REPRESENTATIONS, EXPRESS OR IMPLIED**, as to condition or fitness for any purpose whatsoever. Grantee hereby acknowledges and accepts that the property is being conveyed "AS IS", with full knowledge of the conditions disclosed by Grantor and/or discovered during inspection(s) of the property. Grantee understands and confirms that Grantee hereby waives and relinquishes ("gives up") all rights to assert any claim, demand, proceeding or lawsuit of any kind against Grantor with respect to the condition of the property, except for claims which are based upon the concealment of material facts and defects which the Grantor is required by law to disclose.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as
of the day and year first hereinbefore written.

"Grantor":

ALGAL PARTNERS, L. P.,
a Delaware limited partnership

By: Algal, Inc.,
a Delaware corporation
Its General Partner

By *William E. Simon, Jr.*
William E. Simon, Jr.
President

"Grantee":

355 HAIKU ROAD LLC,
a Hawaii limited liability company

By: T. G. Super Exchange Corp.,
a Hawaii corporation
Its Member

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the day and year first hereinbefore written.

"Grantor":

ALGAL PARTNERS, L. P.,
a Delaware limited partnership

By: Algal, Inc.,
a Delaware corporation
Its General Partner

By _____
William E. Simon, Jr.
President

"Grantee":

355 HAIKU ROAD LLC,
a Hawaii limited liability company

By: T. G. Super Exchange Corp.,
a Hawaii corporation
Its Member

By  _____
Name: Mae Nakagawa
Title: ASSISTANT VICE PRESIDENT

By  _____
Name: Jeremy Trueblood
Title: ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA }
 }
 } SS.
COUNTY OF LOS ANGELES }

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 22nd day of April, 2015, before me
Maral Sarkis Cohen, Notary Public, personally appeared
WILLIAM E. SIMON, JR., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



[Handwritten Signature]
Signature of Notary

My commission expires: July 26, 2016

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

On this 23rd day of APRIL, 2015, before me appeared Mae Nakagawa, to me personally known (or proved to me to be such person on the basis of satisfactory evidence), who being by me duly sworn or affirmed, did say that such person executed this 17 page *WARRANTY DEED*, dated Undated at Time of Notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.





Notary Public, in and for said County and State
Print Name: YALI KUANG

My commission expires: JUN 03 2017

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

On this 23rd day of APRIL, 2015, before me appeared Jeremy Trueblood, to me personally known (or proved to me to be such person on the basis of satisfactory evidence), who being by me duly sworn or affirmed, did say that such person executed this 17 page *WARRANTY DEED*, dated Undated at Time of Notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.




Notary Public, in and for said County and State
Print Name: YALI KUANG

My commission expires: JUN 03 2017

EXHIBIT "A"

-ITEM I:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 121 to R. Armstrong) situate, lying and being on the easterly side of Haiku-Paia Road and also on the southerly side of Kalanikahua Lane, at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described as per survey dated July 28, 1978, to-wit:

Beginning at a concrete monument (found) at the southwesterly corner of this parcel, being also on the easterly boundary of said Haiku-Paia Road, the coordinates of said point of beginning, referred to Government Survey Trig. Station "KAPUAI", being 6,834.80 feet north and 17,149.81 feet west, and running by plane azimuths measured clockwise from true South at "KAPUAI"; thence;

1. 159° 50' 00" 445.36 feet, along same Haiku-Paia Road, to a 3/4 inch pipe (set) thence,
2. 154° 45' 30" 110.10 feet, along same, to a 3/4 inch pipe (set); thence,
3. 144° 59' 00" 49.96 feet, along same, to a 3/4 inch pipe (set); thence,
4. 143° 20' 00" 145.52 feet, along same to a 3/4 inch pipe (set); thence,

5. 142° 46' 00" 550.10 feet, along same to a 3/4 inch pipe (set); thence,
6. 253° 19' 00" 949.16 feet, along southerly boundary of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence,
7. 343° 03' 30" 225.78 feet, along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
8. 356° 55' 00" 783.00 feet, along same, to a 3/4 inch pipe (found); thence,
9. 345° 28' 00" 336.90 feet, along same, to a 3/4 inch pipe (found); thence,
10. 63° 17' 30" 99.00 feet, along same, to a 3/4 inch pipe (found); thence,
11. 160° 32' 30" 106.08 feet, along same, to a 3/4 inch pipe (found); thence,
12. 70° 22' 30" 349.25 feet, along same, to the point of beginning and containing an area of 18.963 acres, more or less.

-ITEM II:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 121 to R. Armstrong) situate, lying and being on the southerly side of Kalanikahua Lane at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described as per survey dated July 18, 1978, to-wit:

Beginning at a 3/4 inch pipe (set) at the northwesterly corner of this parcel of land, being also the northeasterly corner of Parcel 87 and on the southerly boundary of said Kalanikahua Lane, the coordinates of said point of beginning, referred to Government Survey Triangulation Station "KAPUAI", being 8,220.55 feet north and 16,889.51 feet west, and running by plane azimuths measured clockwise from true South at "Kapuai", thence,

1. 251° 43' 00" 237.52 feet along the southerly side of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence,
2. 249° 41' 00" 160.30 feet, along same, to a 3/4 inch pipe (set); thence
3. 222° 00' 00" 85.34 feet, along same, to a 3/4 inch pipe (set); thence,
4. 210° 51' 00" 99.62 feet, along same, to a 3/4 inch pipe (set); thence,

5. 338° 17' 00" 352.84 feet, along remainder said Grant 121, to a 2 inch pipe (found); thence,
6. 261° 23' 00" 117.17 feet, along same, to a concrete monument (found); thence,
7. 358° 08' 00" 63.08 feet, along same, to a 3/4 inch pipe (set); thence,
8. 274° 19' 00" 20.63 feet, along same, to a concrete monument (found); thence,
9. 17° 04' 30" 85.42 feet, along same, to a concrete monument (found), thence,
10. 343° 35' 00" 198.06 feet, along same and along remainder Grant 137 to Nahinu, to a 3/4 inch pipe (set); thence,
11. 345° 52' 00" 582.00 feet, along remainder said Grant 137 and along remainder Grant 144 to Paele, to a 3/4 inch pipe (set); thence,
12. 79° 15' 00" 313.73 feet, along remainder said Grant 144 and along remainder Grant 121, to a 3/4 inch pipe (set); thence,

13. 56° 09' 00" 103.61 feet, along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
14. 20° 34' 00" 138.57 feet, along same, to a 3/4 inch pipe (set); thence,
15. 63° 17' 30" 325.40 feet, along same, to a 3/4 inch pipe (set); thence,
16. 165° 28' 00" 336.90 feet, along same, to a 3/4 inch pipe (set); thence,
17. 176° 55' 00" 783.00 feet, along same, to a 3/4 inch pipe (set); thence,
18. 163° 03' 30" 225.78 feet, along same, to the point of beginning and containing an area of 20.243 acres, more or less and a Net Area of 20.113 acres after excluding therefrom Exception "I" (0.130 acre) and being more particularly described as per survey dated January 25, 1984, to-wit:

EXCEPTION "I"

HAIKU DITCH TUNNEL RIGHT-OF-WAY 20.00 FEET WIDE

All of that certain parcel of land, being a strip of land 20.00 feet in width for the Haiku Ditch Tunnel, being a portion of Grant Number 121 to R. Armstrong, situated at Haiku, Makawao, Island and County of Maui, State of Hawaii and being more particularly described as follows:

Beginning at the most westerly corner of this parcel of land, on the westerly boundary of the above described Parcel 62, said point being $343^{\circ} 03' 30''$ 88.84 feet from the northwest corner of said Parcel 62, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI" being:

8,135.56 feet north
16,863.62 feet west

and running by azimuths measured clockwise from true South:

1. $230^{\circ} 56' 00''$ 250.30 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;
2. $251^{\circ} 43' 00''$ 5.59 feet along the southerly side of Kalanikahua Lane to a $3/4$ inch pipe;
3. $249^{\circ} 41' 00''$ 56.06 feet along same;
4. $50^{\circ} 56' 00''$ 316.74 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;

5. 163° 03' 30" 21.59 feet along said westerly boundary of Parcel 62 to the point of beginning and containing an area of 0.130 acre, more or less.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR : ALHAM, INC., a Delaware corporation

GRANTEE : ALGAL PARTNERS, L. P., a Delaware limited partnership

DATED : November 29, 1989

RECORDED : Liber 24018 Page 298

SUBJECT, HOWEVER, to the following:

1. Any and all real property taxes assessed for the current tax year but not yet due and payable.
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. -AS TO ITEM I:-

(A) GRANT

TO : EAST MAUI IRRIGATION

DATED : May 26, 1924

RECORDED : Liber 733 Page 379

GRANTING : a right of way for a water tunnel or other underground conduit for its Haiku Ditch, etc.

(B) The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND
DECLARATION FOR CONSTRUCTION OF A
FARM DWELLING ON LANDS ZONED
COUNTY AGRICULTURAL DISTRICT OR
DESIGNATED STATE AGRICULTURAL
DISTRICT

DATED : August 22, 2006
RECORDED : Document No. 2006-164561
PARTIES : ALGAL PARTNERS, L.P., "Declarant"

4. -AS TO ITEM II:-

The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT RELATING TO FIRE
PROTECTION

DATED : June 10, 1991
RECORDED : Document No. 91-129193
PARTIES : ALGAL PARTNERS, L. P.,
"Applicant", and DEPARTMENT OF
WATER SUPPLY OF THE COUNTY OF
MAUI, "Department"

5. Encroachments or any other matters as shown on survey map prepared by Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated March 6, 2015.

TOGETHER WITH all built-in furniture, attached existing fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, air conditioner, automatic garage door, ceiling fan, dishwasher, disposal, dryer, existing window coverings, microwave,

microwave hood, pool equipment (all), range, range hood, refrigerator, security alarm system, smoke detectors, TV cable outlet, washer, and all furnishing, fixtures, and farm equipment in maintenance structures with the exception of personal items.

END OF EXHIBIT "A"

PRELIMINARY REPORT
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

ALGAL PARTNERS, L.P.,
a Delaware limited partnership,
as Fee Owner

This report is dated as of January 6, 2014 at 8:00 a.m.

Inquiries concerning this report
should be directed to
ELIZABETH ANDRADE.
Email eandrade@tghawaii.com
Fax (808) 521-0287
Telephone (808) 539-7742.
Refer to Order No. 201400902.

EXHIBIT "D"

SCHEDULE B
EXCEPTIONS

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

Item I is (are) covered by Tax Key: (2) 2-7-003-087.

Item II is (are) covered by Tax Key: (2) 2-7-003-062.

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. -AS TO ITEM I:-

(A) GRANT

TO : EAST MAUI IRRIGATION
DATED : May 26, 1924
RECORDED : Liber 733 Page 379
GRANTING : a right of way for a water tunnel or other underground conduit for its Haiku Ditch, etc.

(B) The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR CONSTRUCTION OF A FARM DWELLING ON LANDS ZONED COUNTY AGRICULTURAL DISTRICT OR DESIGNATED STATE AGRICULTURAL DISTRICT

DATED : August 22, 2006
RECORDED : Document No. 2006-164561
PARTIES : ALGAL PARTNERS, L.P., "Declarant"

(C) THE EFFECTS, IF ANY, OF NOTICE OF OWNERSHIP

DATED : August 7, 2013
RECORDED : Document No. A-49680868
MADE BY : SIR JON FREEMAN ELEU SANTOS, also known as JON SANTOS

SCHEDULE B CONTINUED

-Note:- Title Guaranty of Hawaii, Inc. does not believe that the foregoing document has any valid or enforceable effect on the title to the land described herein. If a policy of title insurance is issued, Schedule B will not contain a reference to said document.

4. -AS TO ITEM II:-

(A) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT RELATING TO FIRE PROTECTION
DATED : June 10, 1991
RECORDED : Document No. 91-129193
PARTIES : ALGAL PARTNERS, L. P., "Applicant", and DEPARTMENT OF WATER SUPPLY OF THE COUNTY OF MAUI, "Department"

(B). THE EFFECTS, IF ANY, OF NOTICE OF OWNERSHIP

DATED : August 7, 2013
RECORDED : Document No. A-49620869
MADE BY : SIR JON FREEMAN ELBU SANTOS, also known as JON SANTOS

-Note:- Title Guaranty of Hawaii, Inc. does not believe that the foregoing document has any valid or enforceable effect on the title to the land described herein. If a policy of title insurance is issued, Schedule B will not contain a reference to said document.

5. Encroachments or any other matters as shown on survey map prepared by Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated July 5, 2012, revised August 16, 2012.
6. Encroachments or any other matters which a survey prepared after July 5, 2012, revised August 16, 2012 would disclose.

SCHEDULE B CONTINUED

7. PENDING CIVIL NO. 13-00562
- PLAINTIFF : ALGAL PARTNERS, L.P., a Delaware limited
partnership
- DEFENDANT : JOHN FREEMAN ELEU SANTOS, AKA SIR JON FREEMAN ELEU
SANTOS, AKA JON SANTOS
- FILED : United States District Court for the District of
Hawaii, State of Hawaii on October 28, 2013
- RE : Judgment quieting title

END OF SCHEDULE B

SCHEDULE C

ITEM I

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 121 to R. Armstrong) situate, lying and being on the easterly side of Haiku-Paia Road and also on the southerly side of Kalanikahua Lane, at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described as per survey dated July 28, 1978, to-wit:

Beginning at a concrete monument (found) at the southwesterly corner of this parcel, being also on the easterly boundary of said Haiku-Paia Road, the coordinates of said point of beginning, referred to Government Survey Trig. Station "KAPUAI", being 6,834.80 feet north and 17,145.81 feet west, and running by plane azimuths measured clockwise from true South at "KAPUAI"; thence;

1. 159° 50' 00" 445.36 feet, along same Haiku-Paia Road, to a 3/4 inch pipe (set) thence,
2. 154° 45' 30" 110.10 feet, along same, to a 3/4 inch pipe (set); thence,
3. 144° 59' 00" 49.96 feet, along same, to a 3/4 inch pipe (set); thence,
4. 143° 20' 00" 145.52 feet, along same to a 3/4 inch pipe (set); thence,
5. 142° 46' 00" 550.10 feet, along same to a 3/4 inch pipe (set); thence,
6. 253° 19' 00" 949.16 feet, along southerly boundary of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence,
7. 343° 03' 30" 225.78 feet, along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
8. 356° 55' 00" 783.00 feet, along same, to a 3/4 inch pipe (found); thence,
9. 345° 28' 00" 336.90 feet, along same, to a 3/4 inch pipe (found); thence,

SCHEDULE C CONTINUED

- | | | | |
|-----|--------------|--------|---|
| 10. | 63° 17' 30" | 99.00 | feet, along same, to a 3/4 inch pipe (found); thence, |
| 11. | 160° 32' 30" | 106.08 | feet, along same, to a 3/4 inch pipe (found); thence, |
| 12. | 70° 22' 30" | 349.25 | feet, along same, to the point of beginning and containing an area of 18.963 acres, more or less. |

ITEM II

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 121 to R. Armstrong) situate, lying and being on the southerly side of Kalanikahua Lane at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described as per survey dated July 18, 1978, to-wit:

Beginning at a 3/4 inch pipe (set) at the northwesterly corner of this parcel of land, being also the northeasterly corner of Parcel 87 and on the southerly boundary of said Kalanikahua Lane, the coordinates of said point of beginning, referred to Government Survey Triangulation Station "KAPUAI", being 8,220.55 feet north and 16,889.51 feet west, and running by plane azimuths measured clockwise from true South at "Kapuai", thence,

- | | | | |
|----|--------------|--------|---|
| 1. | 251° 43' 00" | 237.52 | feet along the southerly side of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence, |
| 2. | 249° 41' 00" | 160.30 | feet, along same, to a 3/4 inch pipe (set); thence |
| 3. | 222° 00' 00" | 85.34 | feet, along same, to a 3/4 inch pipe (set); thence, |
| 4. | 210° 51' 00" | 99.62 | feet, along same, to a 3/4 inch pipe (set); thence, |
| 5. | 338° 17' 00" | 352.84 | feet, along remainder said Grant 121, to a 2 inch pipe (found); thence, |

SCHEDULE C CONTINUED

6.	261° 23' 00"	117.17	feet, along same, to a concrete monument (found); thence,
7.	358° 08' 00"	63.08	feet, along same, to a 3/4 inch pipe (set); thence,
8.	274° 19' 00"	20.63	feet, along same, to a concrete monument (found); thence,
9.	17° 04' 30"	85.42	feet, along same, to a concrete monument (found), thence,
10.	343° 35' 00"	198.06	feet, along same and along remainder Grant 137 to Nahinu, to a 3/4 inch pipe (set); thence,
11.	345° 52' 00"	582.00	feet, along remainder said Grant 137 and along remainder Grant 144 to Paele, to a 3/4 inch pipe (set); thence,
12.	79° 15' 00"	313.73	feet, along remainder said Grant 144 and along remainder Grant 121, to a 3/4 inch pipe (set); thence,
13.	56° 09' 00"	103.61	feet, along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
14.	20° 34' 00"	138.57	feet, along same, to a 3/4 inch pipe (set); thence,
15.	63° 17' 30"	325.40	feet, along same, to a 3/4 inch pipe (set); thence,
16.	165° 28' 00"	336.90	feet, along same, to a 3/4 inch pipe (set); thence,
17.	176° 55' 00"	783.00	feet, along same, to a 3/4 inch pipe (set); thence,

SCHEDULE C CONTINUED

18. 163° 03' 30" 225.78 feet, along same, to the point of beginning and containing an area of 20.243 acres, more or less and a Net Area of 20.113 acres after excluding therefrom Exception "I" (0.130 acre) and being more particularly described as per survey dated January 25, 1984, to-wit:

EXCEPTION "I"
 HAIKU DITCH TUNNEL RIGHT-OF-WAY 20.00 FEET WIDE

All of that certain parcel of land, being a strip of land 20.00 feet in width for the Haiku Ditch Tunnel, being a portion of Grant 121 to R. Armstrong, situated at Haiku, Makawao, Island and County of Maui, State of Hawaii and being more particularly described as follows:

Beginning at the most westerly corner of this parcel of land, on the westerly boundary of the above described Parcel 62, said point being 343° 03' 30" 88.84 feet from the northwest corner of said Parcel 62, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI" being:

8,135.56 feet north
 16,863.62 feet west

and running by azimuths measured clockwise from true South:

1. 230° 56' 00" 250.30 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;
2. 251° 43' 00" 5.59 feet along the southerly side of Kalanikahua Lane to a 3/4 inch pipe;
3. 249° 41' 00" 56.06 feet along same;
4. 50° 56' 00" 316.74 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;

SCHEDULE C CONTINUED

5. 163° 03' 30" 21.59 feet along said westerly boundary of Parcel 62 to the point of beginning and containing an area of 0.130 acre, more or less.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR : ALHAM, INC., a Delaware corporation.
GRANTEE : ALGAL PARTNERS, L.P., a Delaware limited partnership
DATED : November 29, 1989
RECORDED : Liber 24018 Page 298

END OF SCHEDULE C

GUIDELINES FOR THE ISSUANCE OF INSURANCE

- A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.
 - B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.
 - C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.
 - D. If the transaction involves a construction loan, the following is required:
 - (1) a letter confirming that there is no construction prior to recordation; or
 - (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Title Company for approval at least one week prior to the anticipated date of recordation.
- Forms are available upon request from Title Guaranty of Hawaii.
- E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.
 - F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.
 - G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from Title Guaranty of Hawaii or on our website at www.tghawaii.com.

DATE PRINTED: 1/09/2014

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: ALGAL PARTNERS
 LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
 (2) 2 7 003 087 0000

CLASS: AGRICULTURAL

AREA ASSESSED: 18.963 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2013

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	3,146,100
EXEMPTION	\$	0
NET VALUE	\$	3,146,100
LAND	\$	1,024,000
EXEMPTION	\$	0
NET VALUE	\$	1,024,000
TOTAL NET VALUE	\$	4,170,100

Installment (1 - due 8/20; 2 - due 2/20)

Tax Info As Of - 11/14/2013

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2013	2	12,614.55					
2013	1	12,614.56				12,614.55	PENDING
2012	2	11,598.90				12,614.56	PAID
2012	1	11,598.90				11,598.90	PAID
						11,598.90	PAID

Total Amount Due: 12,614.55

Penalty and Interest Computed to: 11/14/2013

DATE PRINTED: 1/09/2014

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: ALGAL PARTNERS
 LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
 (2) 2 7 003 062 0000

CLASS: AGRICULTURAL

AREA ASSESSED: 20.113 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2013

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	250,000
EXEMPTION	\$	0
NET VALUE	\$	250,000
LAND	\$	153,800
EXEMPTION	\$	0
NET VALUE	\$	153,800
TOTAL NET VALUE	\$	403,800

Installment (1 - due 8/20; 2 - due 2/20)

Tax Info As Of - 10/18/2013

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2013	2	1,221.49					
2013	1	1,221.50				1,221.49	PENDING
2012	2	1,114.50				1,221.50	PAID
2012	1	1,114.50				1,114.50	PAID
						1,114.50	PAID
Total Amount Due:						1,221.49	

Penalty and Interest Computed to: 10/18/2013

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "Insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "Insured claimant": an insured claiming loss or damage

(c) "Knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "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, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not

excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured 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 any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any loss, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the

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CONDITIONS AND STIPULATIONS

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defense of any action or proceeding, the Insured shall secure to the Company the right to prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5.1 PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant 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 Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, or 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 insured claimant provided to the Company pursuant to this Section 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 insured claimant 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 this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

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

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to

defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) The Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by

the Company and the Insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, 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.

(b) In the event of any litigation, including 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, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage hereafter executed by the insured or assumed or agreed to by the insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy 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 and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant 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 insured claimant, the Company shall be subrogated to those rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount,

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CONDITIONS AND STIPULATION

(continued from inside back cover)

If any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the Insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the amount of insurance is \$1,000,000 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 \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at

the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy 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.

16. SEVERABILITY.

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

17. 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 policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.

Form No. 1-02 (6/87)
ALTA Owner's Policy



Handwritten signature
10/22/13

POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.



First American Title Insurance Company

BY *[Signature]* PRESIDENT

BY *William C. Ziegler* SECRETARY
FIRST AMERICAN TITLE COMPANY OF HAWAII, INC.
General Agent

By *[Signature]*
Authorized Signature

H 215470

EXHIBIT "E"



Order No. 88329
Page No. 1

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$16,875.00

Amount of Insurance: \$7,500,000.00 Policy No. P-72105

Date of Policy: October 18, 1989 at 9:13 o'clock, A. M.

1. Name of Insured:

ALHAM, INC.

a Delaware corporation

AS GRANTEE

2. The estate or interest referred to herein is at Date of
Policy vested in:

ALHAM, INC.

a Delaware corporation

AS GRANTEE

3. The estate or interest in the land described in Schedule C
and which is covered by this policy is:

A FEE SIMPLE ESTATE



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Page No. 2

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

PART ONE:

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

PART TWO:



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Page No. 3

1. TAXES Tax Key: Maui 2-7-3-62 (Parcel First)
2-7-3-87 (Parcel Second)

Taxes for the fiscal year 1989 - 1990 are a lien; payable as follows:

PARCEL FIRST:

1st Installment - \$13.06 PAID
2nd Installment - \$13.07 OPEN
(Delinquent after February 20, 1990)

PARCEL SECOND:

1st Installment - \$2,692.54 PAID
2nd Installment - \$2,692.54 OPEN
(Delinquent after February 20, 1990)

2. ~~Reservation in favor of the State of Hawaii of all mineral and metallic mines.~~

3. AS TO PARCEL SECOND ONLY:

a. GRANT

In Favor Of: East Maui Irrigation
Dated: May 26, 1924
Liber: 733
Page: 379
Purpose: granting an easement for water tunnel purposes



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Page No. 4

4. ACCOMMODATION MORTGAGE SECURITY AGREEMENT AND FINANCING STATEMENT

Mortgagor: Alham, Inc., a Hawaii corporation
Mortgagee: ~~Crystal Cathedral Ministries, a Non-Profit Religious Corporation~~
Dated: October 16, 1989
Recorded: October 18, 1989
Liber: 23776
Page: 342
To Secure: \$1,500,000.00
and any other amounts and/or obligations secured thereby



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SCHEDULE C

The land referred to in this Policy is situated in the State of Hawaii, County of Maui, and is described as follows:

FIRST:

ALL of that certain parcel of land (portions of the lands described in and covered by Royal Patent Grant Number 121 to R. Armstrong, Royal Patent Grant Number 137 to Nahinu and Royal Patent Grant Number 144 to Paele) situate, lying and being on the Southerly side of Kalanikahua Lane at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described, to-wit:

Beginning at a 3/4 inch pipe (set) at the Northwesterly corner of this parcel of land, being also the Northeasterly corner of Parcel 87 and on the Southerly boundary of said Kalanikahua Lane, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI", being 8,220.55 feet North and 16,889.51 feet West, and running by plane azimuths measured clockwise from true South at "Kapuai"; thence,

1. 251° 43' 00" 237.52 feet along the Southerly side of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence,
2. 249° 41' 00" 160.30 feet along same, to a 3/4 inch pipe (set); thence,



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3.	222°	00'	00"	85.34	feet	along same, to a 3/4 inch pipe (set); thence,
4.	210°	51'	00"	99.62	feet	along same, to a 3/4 inch pipe (set); thence,
5.	338°	17'	00"	352.84	feet	along remainder of said Grant 121, to a 2 inch pipe (found); thence,
6.	261°	23'	00"	117.17	feet	along same, to a concrete monument (found); thence,
7.	358°	08'	00"	63.08	feet	along same, to a 3/4 inch pipe (set); thence,
8.	274°	19'	00"	20.63	feet	along same, to a concrete monument (found); thence,
9.	17°	04'	30"	85.42	feet	along same, to a concrete monument (found); thence,
10.	343°	35'	00"	198.06	feet	along same and along remainder Grant 137 to Nahinu, to a 3/4 inch pipe (set); thence,
11.	345°	52'	00"	582.00	feet	along remainder said Grant 137 and along remainder Grant 144 to Paele, to a 3/4 inch pipe (set); thence,
12.	79°	15'	00"	313.73	feet	along remainder said Grant 144 and along remainder Grant 121, to a 3/4 inch pipe (set); thence,
13.	56°	09'	00"	103.61	feet	along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
14.	20°	34'	00"	138.57	feet	along same, to a 3/4 inch pipe (set); thence,



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- | | | | | | |
|-----|------|---------|--------|------|--|
| 15. | 63° | 17' 30" | 325.40 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 16. | 165° | 28' 00" | 336.90 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 17. | 176° | 55' 00" | 783.00 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 18. | 163° | 03' 30" | 225.78 | feet | along same, to the point of beginning and containing an area of 20.243 acres, more or less, and a Net Area of 20.113 acres after excluding therefrom Exception "I" (0.130 Acre) and being more particularly described, to-wit: |

EXCEPTION "I"

HAIKU DITCH TUNNEL RIGHT-OF-WAY 20.00 FEET WIDE

ALL of that certain parcel of land, being a strip of land 20.00 feet in width for the Haiku Ditch Tunnel, being a portion of Grant 121 to R. Armstrong, situated at Haiku, Makawao, Island and County of Maui, State of Hawaii and being more particularly described as follows:



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Beginning at the most Westerly corner of this parcel of land, on the Westerly boundary of the above described Parcel 62, said point being $343^{\circ} 03' 30''$ 88.84 feet from the Northwest corner of said Parcel 62, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI" being:

8,135.56 feet North
16,863.62 feet West

and running by azimuths measured clockwise from true South:

1. $230^{\circ} 56' 00''$ 250.30 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;
2. $251^{\circ} 43' 00''$ 5.59 feet along the Southerly side of Kalanikahua Lane to a $3/4$ inch pipe;
3. $249^{\circ} 41' 00''$ 56.06 feet along same;
4. $50^{\circ} 56' 00''$ 316.74 feet along the remainders of said Parcel 62 and said Grant 121 to R. Armstrong;
5. $163^{\circ} 03' 30''$ 21.59 feet along said Westerly boundary of Parcel 62 to the point of beginning and containing an area of 0.130 acre.



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SECOND:

ALL of that certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 121 to R. Armstrong) situate, lying and being on the Easterly side of Haiku-Paia Road and also on the Southerly side of Kalanikahua Lane, at Haiku, District of Makawao, Island and County of Maui, State of Hawaii, and thus bounded and described, to-wit:

Beginning at a concrete monument (found) at the Southwesterly corner of this parcel of land, being also the Easterly boundary of said Haiku-Paia Road, the coordinates of said point of beginning referred to Government Survey Trig. Station "KAPUAI", being 6,834.80 feet North and 17,149.81 feet West, and running by plane azimuths measured clockwise from true South at "Kapuai"; thence,

1. 159° 50' 00" 445.36 feet along same Haiku-Paia Road, to a 3/4 inch pipe (set); thence,
2. 154° 45' 30" 110.10 feet along same, to a 3/4 inch pipe (set); thence,
3. 144° 59' 00" 49.96 feet along same, to a 3/4 inch pipe (set); thence,
4. 143° 20' 00" 145.52 feet along same, to a 3/4 inch pipe (set); thence,



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- | | | | | | | |
|-----|------|-----|-----|--------|------|--|
| 5. | 142° | 46' | 00" | 550.10 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 6. | 253° | 19' | 00" | 949.16 | feet | along Southerly boundary of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence, |
| 7. | 343° | 03' | 30" | 225.78 | feet | along remainder said Grant 121, to a 3/4 inch pipe (set); thence, |
| 8. | 356° | 55' | 00" | 783.00 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 9. | 345° | 28' | 00" | 336.90 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 10. | 63° | 17' | 30" | 99.00 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 11. | 160° | 32' | 00" | 106.08 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 12. | 70° | 22' | 30" | 349.25 | feet | along same to the point of beginning and containing an area of 18,963 acres, more or less. |

Being all of the land conveyed by:

WARRANTY DEED

Grantor: Crystal Cathederal Ministries, a California Religious, Non-Profit Corporation, formerly known as Robert H. Schuller Televangelism Association, Inc.
Grantee: Alham, Inc., a Delaware corporation
Dated: October 13, 1989
Recorded: October 17, 1989
Liber: 23772
Page: 378



ENDORSEMENT

Attached to Policy No. P-72105

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the Insured that Parcel Second of said land is the same as that delineated on the plat of a survey made by John P. Cory on July 18, 1978, designated Map showing Parcel 87 of Tax Map Key 2-7-03 Portion of Grant 121 to R. Armstrong, which is attached hereto and made a part hereof.

The Company hereby insures said Assured against loss said Assured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein except as modified by the provisions hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY

Assistant Secretary

CLTA Form 116.1 (Revised 2-20-61)
ALTA or CLTA - Owner



ENDORSEMENT

Attached to Policy No. P-72105

ISSUED BY

FIRST AMERICAN TITLE INSURANCE COMPANY

The Company assures the Insured that Parcel First and Parcel Second described in Schedule C are contiguous.

The Company hereby insures said Insured against loss which said Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Schedules, Conditions, and Stipulations therein, except as modified by the provisions hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY

A handwritten signature in cursive script that reads "Alton M. Jujisaki".

Assistant Secretary

CLTA Form 116.4 (Rev. 3-14-74)
ALTA or CLTA - Owner or Lender



King Kamehameha VII Ni'i Loa Moe Kapu <niiloa7@gmail.com> Jun 27

to Andrew

Aloha Mr. Fortini,

Thank you being so kind in helping with my request for this title search. Here is the preliminary numbers for this title. Reference No. 201227344 parcels (2) 2-7-003-087 Please let me know how much would it cost and how long before I can receive this title search.

With great blessing

Ni'iloa

KAMEHAMEHA Consultant Services Inc.
Ancient Hawaiian Sacred Practitioner
ConEx Hawaii 30 years' experience.
P.O. Box 1267 Ha'iku, Maui Hi. 96708



Marc Nashiwa <mnashiwa@tghawaii.com> Jun 27

to me

This message was sent securely by Title Guaranty.

Good afternoon Ni'iloa,

Thank you for considering Title Guaranty for your title work. Unfortunately, we respectfully decline your request for a title report. I'd like to suggest checking with another title company for your title needs to see if they can assist you.

Marc Nashiwa

Manager | Residential Title Services

Title Guaranty of Hawaii, Inc.

235 Queen Street | Honolulu, HI 96813

Office: [808-539-7707](tel:808-539-7707) | Fax: [808-521-0288](tel:808-521-0288)

Email: mnashiwa@tghawaii.com | Web: www.tghawaii.com

Hele 121

245

PALAPALA O LA OUA.

Ma keia palapala sila mai ke hoike aku nei o Kamehameha III, ko Alii nui a ke Akua i kona lokomaikai i hooiho ai ma ke ano aloha ia i ka lani a pau, i keia lu, nona hoo, a no kona mau hope alii, ua haawi lilo loa ana i kona wahi kanaka i mana pono ia in i keia apana a pau e waiho la ma Maohouas ma ka Mokupuni o Hawaii.

Charmack ma ka pohaku me ka hoo i loko ma ka apana Niihau a Oahu, a waiho hoo ma ka hoo i loko ma ka apana Niihau a Oahu a ka apana Boardman a ma ka apana pohaku a ka apana ma ka apana a hoo i ka pohaku me ka apana Boardman - Alaila hoo ana a hoo i ka pohaku ma ka apana Kamehameha a ke apana hoo i ka apana Kamehameha apana 22 1/2 Komohana 3520 Paueku, Alaila hoo ana hoo i ka apana Boardman apana 48 Komohana 5416 Paueku, Alaila hoo ana apana apana Boardman apana 51 1/2 Komohana 2844 Paueku, Alaila hoo ana apana Boardman me apana 6697 Paueku, Alaila hoo ana apana Boardman apana 7 1/2 Komohana 6072 Paueku a hoo i ka pohaku ka hoo i ka apana hoo i.

a maloko o in Apana

Eia ke kump o ka lilo ana; ua haawi mai oia i loko o ka waiho ma ka apana Boardman apana 48 Komohana apana 5416 Paueku, Alaila hoo ana apana Boardman apana 51 1/2 Komohana 2844 Paueku, Alaila hoo ana apana Boardman me apana 6697 Paueku, Alaila hoo ana apana Boardman apana 7 1/2 Komohana 6072 Paueku a hoo i ka pohaku ka hoo i ka apana hoo i.

No Richard Armstrong, ma ka apana Boardman apana 48 Komohana apana 5416 Paueku, Alaila hoo ana apana Boardman apana 51 1/2 Komohana 2844 Paueku, Alaila hoo ana apana Boardman me apana 6697 Paueku, Alaila hoo ana apana Boardman apana 7 1/2 Komohana 6072 Paueku a hoo i ka pohaku ka hoo i ka apana hoo i.

A i mea o keia i ka waiho ma ka apana Boardman apana 48 Komohana apana 5416 Paueku, Alaila hoo ana apana Boardman apana 51 1/2 Komohana 2844 Paueku, Alaila hoo ana apana Boardman me apana 6697 Paueku, Alaila hoo ana apana Boardman apana 7 1/2 Komohana 6072 Paueku a hoo i ka pohaku ka hoo i ka apana hoo i.

Josiah Keane Aua

Richard Armstrong
Boardman

1849

1849

be affixed, at Honolulu, this 1st day of May, 1849

Signed Keoni Ana
Signed Kamehameha

Received of Richard Armstrong one Dollar for the above land
Treasury Office, May 28th, 1849
For the Minister of Finance, William Jarrett

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Helu 121
Palapala Sila Nui

Ma keia palapala sila nui ke hoike aku nei o Kamehameha III, ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho; a no kona mau hope alii, ua haawi lilo loa aku oia ma ko ano alodio ia Richard Armstrong i kona wahi kanaka i manao pono ia ia i kela apana aina a pau e waiho la ma Makawao ma ka Mokupuni o Maui, a penei hoi ka waiho ana o na Mokuna.

E hoomaka ma ka pohaku me ka hao iloko ma ka aoao Hikina Akau o Awaawa Kaluanui ma ke kihi Hikina Akau o ka aina o Boardman a me ke ana pololei o ka aoao makai o keia aina, e holo ana Akau 38° 50' Komohana 6318 pauku ma ka aoa Hikina Akau o Awawa e holo ana a hiki i ka pohaku me ka Puuohala, alaila holo ana a hiki i ka pohaku ma ka aoao Komohana o ke awawa liilii o Kalanikahua Akau 22° 12' Komohana 3520 pauku, Alaila, holo ana hiki i ka palena o Maliko awawa Hema 73° Komohana 5416 pauku, alaila pii maluna o ka puu Hakaenui Hema 31° 10' Komohana 2844 pauku, alaila holo a hiki i ke kihi Komohana Hema o ka aina o Boardman me Huialua 6697 pauku, alaila, holo ma ka aoao o Boardman Akau 73° 25' Hikina 6072 pauku a hiki i ka pohaku kahi i hoomaka'i.

A maloko o ia Apana 530 Eka a oi iki aku, emi iki mai paha.

Eia ke kumu o ka lilo ana; ua haawi mai oia iloko o ka waihona waiwai o ke Aupuni i Eono Malama Hana a me Hookahi Dala.Aka, ua koe i ke Aupuni na mine minerala a me na mine metala a pau.

No Richard Armstrong, ua aina la i haawiiia, no mau loa aku no, ma ke ano alodio, a me ko mau hooilina, a me ko waihona, ua pili nae ka auhau a ka Poe Ahaolelo e kau like ai ma na aina alodio a pau i kela manawa i keia manawa.

A i mea e ikeai ua kau wau i ko'u inoa, a me ka sila nui o ko Hawaii Pae Aina ma Honolulu i keia la 1 o Mei, 1849.

(Inoa) Keoni Ana
(Inoa) Kamehameha

Puaa received his land from Kauhi in the year 1847 and Kauhi had received his interest from Limaikaika at the time J. P. Judd had become Minister of Finance. Limaikaika's interest is from Kauka. Then from Limaikaika's interest had to be granted back to His Majesty King Kamehameha III. Then His Majesty could then grant Royal Patent then unto Richard Armstrong. But because of none payment of taxes from year 1893 to His Majesty King, lands now have been forfeited back to His Majesty lineal descendant Heir His Majesty, KING KAMEHAMEHA VII, NI'I LOA MO'I KAPU.

[Award 1503; R.P.; 5591; Kewalo Honolulu Kona; 1 ap.; .16 Ac.; Kukuluaeo Honolulu Kona; 2 ap.; 1.09 Acs]

Royal Patent 121 Richard Armstrong, Haiku, Hamakualoa Ahupuaa, District of Hamakualoa (Makawao), Island of Maui, Vol. 1, pps.244-245 [LG Reel 1, 00274 & 00276]

No. 121

Royal Patent

Kamehameha III, By the Grace of God, King of the Hawaiian Islands, by this Royal Patent, makes known, unto all men, that he has for himself and his successors in office, this day granted and given, absolutely, in Fee Simple unto Richard Armstrong, his faithful and loyally disposed subject for the consideration of Services rendered for six months and One Dollar, paid into the Royal Exchequer, all that certain piece of Land situated at Haiku, Hamakualoa, in the Island of Maui and described as follows:

Commencing at Stone with Iron in top on the North East side of gulch Kaluanui at North East corner of Boardman's land in straight line with makai side of said land, and running North 38° 50' West 6318 Links along North East side of gulch and crossing to stone at Puuohale, thence running to stone on West side of small gulch Kalanikaua North 22° 12' 3520 links, thence to edge of Maliko valley South 73° West 5416 links, thence to top of hill Hakaiousmi South 31° 10' West 2844 links, then to South West corner of Boardmans land at Kuialua 6697 links, thence running along Boardmans line North 73° 25' East 6072 links to first mentioned stone.

Containing Five Hundred and Thirty Acres, more or less, excepting and reserving to the Hawaiian Government, all mineral or metallic mines of every description.

To have and to hold the above granted Land in Fee Simple, unto the said Richard Armstrong his Hawaiian, Heirs and Assigns forever, subject to the taxes to be from time to time imposed by the Legislative Council equally, upon all landed Property held in Fee Simple.

In Witness whereof, I have hereunto set my Hand, and caused the Great Seal of the Hawaiian Islands to be affixed, at Honolulu, this 1st day of May, 1849

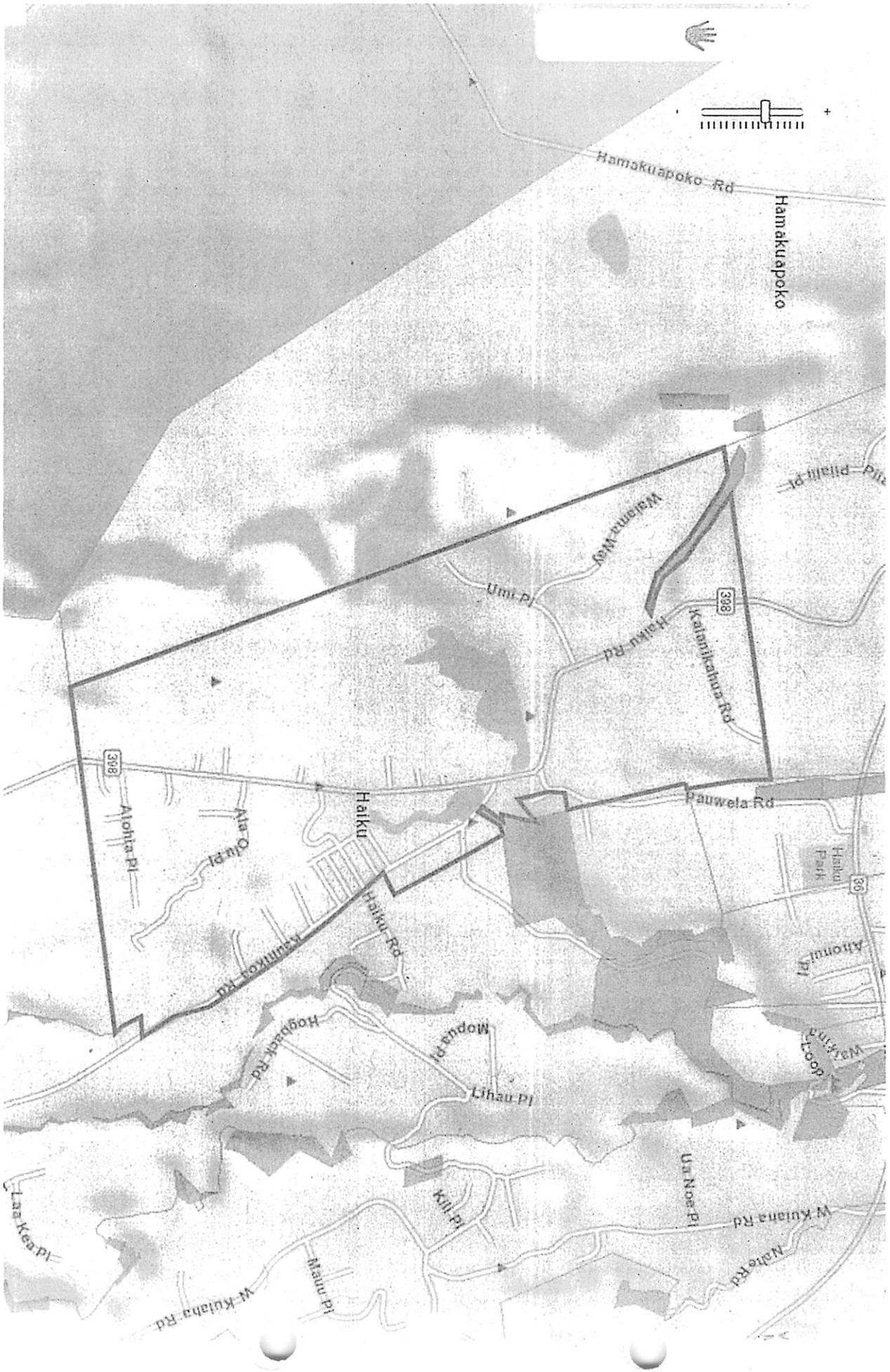
Signed Keoni Ana
Signed Kamehameha

Received of Richard Armstrong one Dollar for the above land
Treasury Office, May 28th, 1849
For the Minister of Finance, William Jarrett

[Page 245]

Helu 121
Palapala Sila Nui

KIPUKA



No. 137, Nahinu, Pauwela Ahupuaa, District of Hamakua (Makawao), Island of Maui, Vol. 1, pps. 290-291 [LG Reel 1, 00333-00334]

Royal Patent

Kamehameha III, By the Grace of God, King of the Hawaiian Islands, by this Royal Patent, makes known, unto all men, that he has for himself and his successors in office, this day granted and given, absolutely, in Fee Simple unto [left blank], his faithful and loyally disposed subject for the consideration of [left blank], paid into the Royal Exchequer, all that certain piece of Land situated at [left blank] in the Island of [left blank] and described as follows:

Treasury Office February 28th 1852

Received of Nahinu the sum of Sixty two 50/100 Dollars for Land as per Patent No. 137 sum four dollars the fees Patenting

J. Hardy, Registrar Public Accounts

Containing [left blank] Acres, more or less, excepting and reserving to the Hawaiian Government, all mineral or metallic mines of every description.

To have and to hold the above granted Land in Fee Simple, unto the said [left blank], Heirs and Assigns forever, subject to the taxes to be from time to time imposed by the Legislative Council equally, upon all landed Property held in Fee Simple.

In Witness whereof, I have hereunto set my Hand, and caused the Great Seal of the Hawaiian Islands to be affixed, at Honolulu, this [left blank] day of 18[left blank]

[Page 291]

Helu 137

Palapala Sila Nui

Ma keia palapala sila nui ke hoike aku nei o Kamehameha III, ke Alii nui a ke Akua i kona lokomaikai i hoonoho ai maluna o ko Hawaii Pae Aina, i na kanaka a pau, i keia la, nona iho; a no kona mau hope alii, ua haawi lilo loa aku oia ma ko ano alodio ia Nahinu i kona wahi kanaka i manao pono ia ia i kela apana aina a pau e waiho la ma Pauwela, Hamakua ma ka Mokupuni o Maui, a penei hoi ka waiho ana o na Mokuna.

E hoomaka i ka pahu ma ke kae pali kahawai, aoao mauka, ke kihi Hikina o ka aoao Hema no keia aina, a e holo ana

Hema 66° 05' Komohana 24 1/2 Kaulahao e holo ana mawaena o keia aina a me ko Paele a hiki i kae pali Komohana ma ke kihi Komohana no keia aoao, alaila

Akau 2° 30' Komohana 6 Kaulahao 64 kapuai a hiki i ka pahu kukuluea, alaila

Akau 6° Komohana 24 Kaulahao 63 kapuai ma ka aina o Limaikaika a hiki i ko Kuhio aina ma ke kihi Akau o keia aoao, alaila

Akau 59° 30' Hikina 16 Kaulahao me ko Kuhio aina a hiki i ko Kaniau aina, oia ka aoao makai o keia aina, alaila

Hema 22° 45' Hikina 31 Kaulahao 59 1/2 kapuai e holo ana ma ko Kaniau a hiki i kahi i hoomaka'i

A maloko o ia Apana 62 Eka 8 Kaulahao 100 Anana eka a oi iki aku, emi iki mai paha.

Eia ke kumu o ka lilo ana; ua haawi mai oia iloko o ka waihona waiwai o ke Aupuni i na Dala he Kanaonokumamalua me na keneta he 88. Aka, ua koe i ke Aupuni na mine minerala a me na mine metala a pau.

No Nahinu, ua aina la i haawiia, no na mau loa aku no, ma kea no alodio, a me ko na mau hooilina, a me ko na waihona, ua pili nae ka auhau a ka Poe Ahaolelo e kau like ai ma na aina alodio a pau i kela manawa i keia manawa.

A i mea e ikeai ua kau wau i ko'u inoa, a me ka sila nui o ko Hawaii Pae Aina ma Honolulu i keia la 27 o Sepetemaba [sic.], 1849.

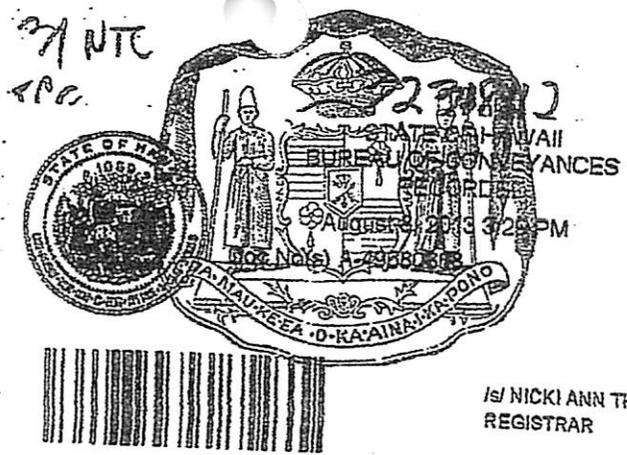
(Inoa) Keoni Ana

(Inoa) Kamehameha

[Land Patent Grant No. 137, Nahinu, Pauwela Ahupuaa, District of Hamakua, Island of Maui, 62.80 Acres, 1849]



KAMEHAMEHA NII LOA MOI KAPU
GREAT SEAL OF THE HAWAIIAN KINGDOM 2014



KAMEHAMEHA III KAUIKEAOULI
1835

IS/ NICKI ANN THOMPSON
REGISTRAR

After Recordation, Return by Mail () Pick-Up ()

Phone : 283-1177

Sir Jon Freeman Eleu Santos aka Jon Santos
360 Hooohana St Suite 208
Kahului, Maui, HI 96732

Tax Map Key: (2) 2-7-003:087

Property Address: 355 HAIKU RD, MAUI, HI. 96761

Title of Document:

Notice Of Ownership

SIR JON FREEMAN ELEU SANTOS, AKA JON SANTOS THERE FROM
WITHIN THE KINGDOM OF OUR HAWAIIAN NATION AND HEIRS TO
THE LAND IN WHICH IT STANDS FROM THE FAMILY OF KING
KAMEHAMEHA I, IN THE HAWAIIAN KINGDOM WITH HIS
RIGHTOUSNESS IN THE GRACE OF GOD.

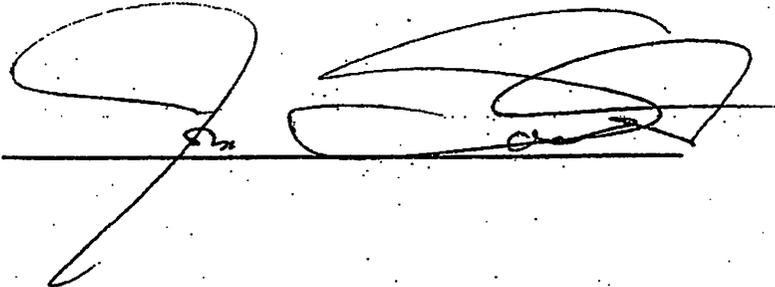
NII LOA MOI KAPU WAI WAI LOHEA ENEI PAU MAI MOLI MOLI E
PAU MAI NE E HO O UPO MAKA PO E UWANANILALI KANA POPO
KAU NOA PAU MENA

**" TO BRING FORTH THE KINGDOM OF GOD IN HIS NAME OF
RIGHTEOUSNESS AND OF ALL HIS HAWAIIAN ACESTORY FROM OUR
KING KAMEHAMEHA I, MAY THIS DAY SET FOURTH AND BECOME A
NEW ERA IN THE KINGODM OF OUR HAWAIIAN NATION FOR SO
SHALL IT BE THAT HAS BEEN HERE AND NOW TO EXCEED "**

**Now Therefore, on this date. ROYAL CHARTER of June 6, 2013, Sir Jon Freeman
Eleu Santos aka Jon Santos as a representative and agent for the Hawaiian
Kingdom Nation With his Executive Authority Claim my and all Right, Title, and
Interest to TMK . (2) 2-7-003.087 Acres. 18.96**

In within where of Sir Jon Freeman Eleu Santos aka Jon Santos executed

This Instrument as of this date, Aug 7, 2013



Two handwritten signatures are present above a horizontal line. The signature on the left is a large, stylized 'J' with a long tail. The signature on the right is a more complex, scribbled signature.

Sir Jon Freeman Eleu Santos aka Jon Santos

**Executive Authority
of the Representative and Agent**

OF THE HAWAIIAN

KINGDOM.

Whereas the Kingdom of this Hawaiian Monarchy shall establish from within its Kingdom Rights a Representative and Agent. Whom shall set forth his Executive Authority to establish this Property as Describe its Deed of its Meets and Bounds of this certain parcel:

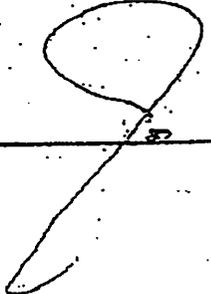
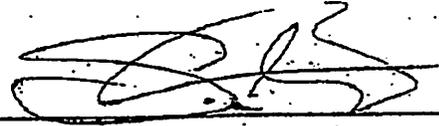
Beginning at a concrete monument (found) at the Southwesterly corner of this parcel of land, being also the Easterly boundary of said Haiku-Paia Road, the coordinates of said point of beginning referred to Government Survey Trig. Station "KAPUAI", being 6,834.80 feet North and 17,149.81 feet West, and running by plane azimuths measured clockwise from true South at "Kapuai"; thence,

1. 159° 50' 00" 445.36 feet along same Haiku-Paia Road, to a 3/4 inch pipe (set); thence,
2. 154° 45' 30" 110.10 feet along same, to a 3/4 inch pipe (set); thence,
3. 144° 59' 00" 49.96 feet along same, to a 3/4 inch pipe (set); thence,

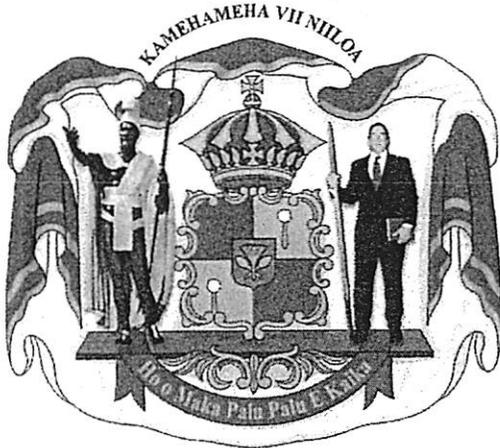
- | | | | | | | |
|-----|------|-----|-----|--------|------|--|
| 4. | 143° | 20' | 00" | 145.52 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 5. | 142° | 46' | 00" | 550.10 | feet | along same, to a 3/4 inch pipe (set); thence, |
| 6. | 253° | 19' | 00" | 949.16 | feet | along Southerly boundary of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence, |
| 7. | 343° | 03' | 30" | 225.78 | feet | along remainder said Grant 121, to a 3/4 inch pipe (set); thence, |
| 8. | 356° | 55' | 00" | 783.00 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 9. | 345° | 28' | 00" | 336.90 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 10. | 63° | 17' | 30" | 99.00 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 11. | 160° | 32' | 00" | 106.08 | feet | along same, to a 3/4 inch pipe (found); thence, |
| 12. | 70° | 22' | 30" | 349.25 | feet | along same to the point of beginning and containing an area of 18.963 acres, more or less. |

In Witness Whereof, I have hereunto set my hand as a Representative and Agent of this Executive Authority from within the Hawaiian Kingdom of King Kamehameha I, give fourth this 7 day of AUG Two Thousand and 13.

By Executive Authority,

Hawaiian Kingdom of Monarch



[Handwritten signature]

KAMEHAMEHA NII LOA MOI KAPU
GREAT ROYAL SEAL OF HAWAII 2014



KAMEHAMEHA KAUIKEAOULI
1835

HAWAIIAN KINGDOM OF KING KAMEHAMEHA VII

THE REGISTRAR OF CONVEYANCES

On this 29, day of AUGUST, 2014, I, As The

Reigning Monarch, King Kamehameha VII, PROCLAIM this as Notice of

Reclamation under Hawaii Kingdom Law of Parcel Identified as Tax Map Key

(TMK) (2) 2-7-003:087, Whereas this lands all Encumbrance

shall fall upon Ownership and All Rights of the Hawaiian Kingdom of King

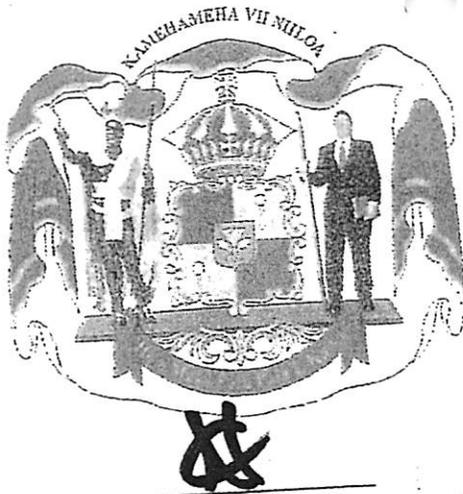
KAMEHAMEHA VII, to be known as "KINGS LANDS".

WARNING NOTICE

**Subject Parcel: (2) 2-7-033:087,
355 Haiku Road, is now under
the "JURISDICTION OF
KING KAMEHAMEHA VII,
NII LOA MOI KAPU".**

**Any Violators Trespassing onto
subject parcel "Land" will be in
"Direct Violations of Hawaiian
Kingdom Laws", this person shall
be held accountable for Crimes
that will be imposed and shall be
held in an Article II of U.S. Court,
which is Military Court, Executive
Order that would administer Serious
Civil and Penal laws of the
Hawaiian Kingdom.**

U.S. Constitution, Article 6, Clause 2



MAUI



MS NICKI ANN THOMPSON
REGISTRAR



7 218 088
E-92376112 KAMEHAMEHA III KAUIKEAOULI
1835

KAMEHAMEHA NII LOA MOI KAPU
GREAT SEAL OF THE HAWAIIAN KINGDOM 2014

After Recordation, Return by Mail () Pick-Up ()

Phone : 283-1377

Sir Jon Freeman Eleu Santos aka Jon Santos
360 Hooehana St Suite 208
Kahului, Maui, HI 96732

Tax Map Key: (2) 2-7-003: 062

Property Address: 2630 KALANIKAHUA, HAIKU, MAUI, HI. 96761

Title of Document:

Notice Of Ownership

SIR JON FREEMAN ELEU SANTOS, AKA JON SANTOS THERE FROM
WITHIN THE KINGDOM OF OUR HAWAIIAN NATION AND HEIRS TO
THE LAND IN WHICH IT STANDS FROM THE FAMILY OF KING
KAMEHAMEHA I. IN THE HAWAIIAN KINGDOM WITH HIS
RIGHTOUSNESS IN THE GRACE OF GOD.

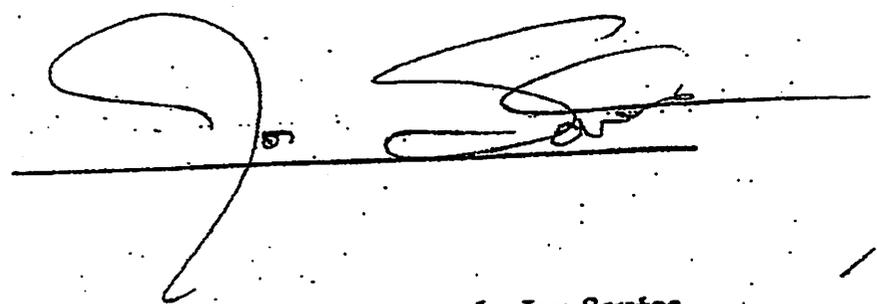
NII LOA MOI KAPU WAI WAI LOHEA ENEI PAU MAI MOI MOI E
PAU MAI HE E HO O UPO MAKA PO E UWANANIALI KANA POPO
KAU NOA PAU MENA

" TO BRING FORTH THE KINGDOM OF GOD IN HIS NAME OF
RIGHTEOUSNESS AND OF ALL HIS HAWAIIAN ACESTORY FROM OUR
KING KAMEHAMEHA I, MAY THIS DAY SET FORTH AND BECOME A
NEW ERA IN THE KINGODM OF OUR HAWAIIAN NATION FOR SO
SHALL IT BE THAT HAS BEEN HERE AND NOW TO EXCEED "

Now Therefore, on this date, ROYAL CHARTER of June 6, 2013, Sir Jon Freeman
Eleu Santos aka Jon Santos as a representative and agent for the Hawaiian
Kingdom Nation With his Executive Authority Claim my and all Right, Title, and
Interest to TMK . (2) 2-7-003. 062 Acres 20.1130

In within where of Sir Jon Freeman Eleu Santos aka Jon Santos executed

This Instrument as of this date, Aug 7, 2013



Sir Jon Freeman Eleu Santos aka Jon Santos
Executive Authority
of the Representative and Agent

OF THE HAWAIIAN

KINGDOM.

Whereas the Kingdom of this Hawaiian Monarchy shall establish from within its Kingdom Rights a Representative and Agent. Whom shall set forth his Executive Authority to establish this Property as Describe its Deed of its Limits and Bounds of this certain parcel:

Beginning at a 3/4 inch pipe (set) at the Northwesterly corner of this parcel of land, being also the Northeasterly corner of Parcel 87 and on the Southerly boundary of said Kalanikahua Lane, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI", being 8,220.55 feet North and 16,889.51 feet West, and running by plane azimuths measured clockwise from true South at "Kapuai"; thence,

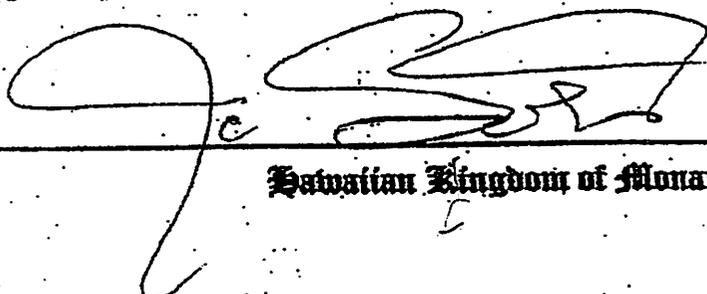
1. 251° 43' 00" 237.52 feet along the Southerly side of said Kalanikahua Lane, to a 3/4 inch pipe (set); thence,
2. 249° 41' 00" 160.30 feet along same, to a 3/4 inch pipe (set); thence,
3. 222° 00' 00" 85.34 feet along same, to a 3/4 inch pipe (set); thence,
4. 210° 51' 00" 99.62 feet along same, to a 3/4 inch pipe (set); thence,

5.	338°	17'	00"	352.84	feet	along remainder of said Grant 121, to a 2 inch pipe (found); thence,
6.	261°	23'	00"	117.17	feet	along same, to a concrete monument (found); thence,
7.	358°	08'	00"	63.08	feet	along same, to a 3/4 inch pipe (set); thence,
8.	274°	19'	00"	20.63	feet	along same, to a concrete monument (found); thence,
9.	17°	04'	30"	85.42	feet	along same, to a concrete monument (found); thence,
10.	343°	35'	00"	198.06	feet	along same and along remainder Grant 137 to Mahina, to a 3/4 inch pipe (set); thence,
11.	345°	52'	00"	582.00	feet	along remainder said Grant 137 and along remainder Grant 144 to Paele, to a 3/4 inch pipe (set); thence,
12.	79°	15'	00"	313.73	feet	along remainder said Grant 144 and along remainder Grant 121, to a 3/4 inch pipe (set); thence,
13.	56°	09'	00"	103.61	feet	along remainder said Grant 121, to a 3/4 inch pipe (set); thence,
14.	20°	36'	00"	138.57	feet	along same, to a 3/4 inch pipe (set); thence,
15.	63°	17'	30"	325.40	feet	along same, to a 3/4 inch pipe (set); thence,
16.	165°	28'	00"	336.90	feet	along same, to a 3/4 inch pipe (set); thence,
17.	176°	55'	00"	783.00	feet	along same, to a 3/4 inch pipe (set); thence,

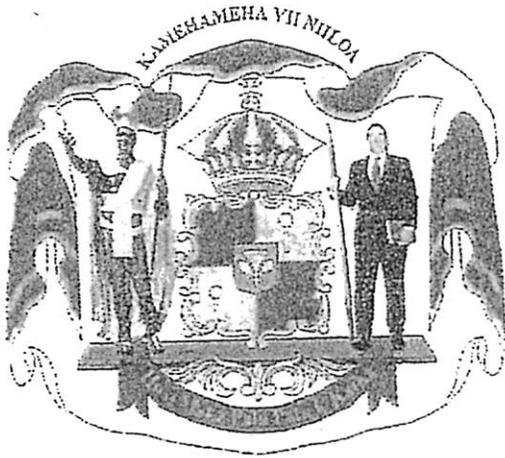
18. 163° 03' 30" 225.78 feet along same, to the point of beginning and containing an area of 20.243 acres, more or less, and a Net Area of 20.113 acres after excluding therefrom Exception "E" (0.130 Acre) and being more particularly described, to-wit:

In Witness Whereof, I have hereunto set my hand as a Representative and Agent of this Executive Authority from within the Hawaiian Kingdom of King Kamehameha V, give fourth this 7 day of Aug Two Thousand and 13.

By Executive Authority,



Hawaiian Kingdom of Monarchy



[Handwritten signature]

KAMEHAMEHA NII LOA MOI KAPU
GREAT ROYAL SEAL OF HAWAII 2014



KAMEHAMEHA KAUIKEAOULI
1835

HAWAIIAN KINGDOM OF KING KAMEHAMEHA VII
THE REGISTRAR OF CONVEYANCES

On this 29, day of AUGUST, 20 14, I, As The

Reigning Monarch, King Kamehameha VII, PROCLAIM this as Notice of

Reclamation under Hawaii Kingdom Law of Parcel Identified as Tax Map Key

(TMK) (2) 2-7-003:062, Whereas this lands all Encumbrance

shall fall upon Ownership and All Rights of the Hawaiian Kingdom of King

KAMEHAMEHA VII, to be known as "KINGS LANDS".

WARNING NOTICE

**Subject Parcel: (2) 2-7-003:062,
2630 Kalanikahua, Haiku Road,
is now under the "JURISDICTION
OF KING KAMEHAMEHA VII,
NII LOA MOI KAPU".**

**Any Violators Trespassing onto
subject parcel "Land" will be in
"Direct Violations of Hawaiian
Kingdom Laws", this person shall
be held accountable for Crimes
that will be imposed and shall be
held in an Article II of U.S. Court,
which is Military Court, Executive
Order that would administer Serious
Civil and Penal laws of the
Hawaiian Kingdom.**

U.S. Constitution, Article 6, Clause 2