

ORDINANCE NO. _____

BILL NO. 159 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

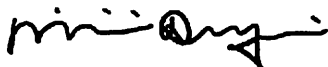
SECTION 1. The County of Maui and the State of Hawaii, Department of Hawaiian Home Lands seek to enter into an agreement as described in the Memorandum of Understanding attached as Exhibit "1."

Section 2.20.020, Maui County Code, provides, "Unless authorized by ordinance, the mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof."

SECTION 2. Under Section 2.20.020, Maui County Code, the Council authorizes the Mayor or the Mayor's authorized representative to execute the Memorandum of Understanding and any amendments consistent with the purpose and scope of the Memorandum of Understanding that do not increase the County's financial obligation or the agreement's duration.

SECTION 3. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:



MIMI DESJARDINS
First Deputy Corporation Counsel
Department of the Corporation Counsel
County of Maui

LF2024-0678
2024-11-06 Ord IGA MOU DHHL Land Use

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Alice L. Lee".

ALICE L. LEE

Upon the request of the Mayor.

EXHIBIT "1"

MEMORANDUM OF UNDERSTANDING
for the
**RELEASE OF THE DEPARTMENT OF HAWAIIAN HOME LANDS FROM
ANY OBLIGATIONS UNDER THE PARK ASSESSMENT AGREEMENT
BETWEEN KAMALANI VENTURES LLC AND THE COUNTY OF MAUI**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU"), dated _____, 20__ (the "**Effective Date**"), is made and entered into by and between the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS ("**DHHL**"), whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707, and the COUNTY OF MAUI ("**County**"), whose address is 200 South High Street, Kalana O Maui Building, 9th Floor, Wailuku, Hawaii 96793.

WHEREAS, on April 6, 2016, Kamalani Ventures LLC and the County of Maui, entered into a Park Assessment Agreement for [Kamalani] ("**PAA**") related to the development of residential dwelling units ("**Kamalani**"), pursuant to Maui County Code ("**MCC**") Section 18.16.320. A copy of the PAA is attached hereto as a portion of **Exhibit "A"**; and

WHEREAS, at the time of the execution of the PAA, the Kamalani development consisted of a total of approximately 94.352 acres and bore TMK No. (2) 3-8-004:030. The PAA anticipated approximately 6.22 acres of improved park area based on the estimation of the development of 630 residential units; and

WHEREAS, on August 31, 2017, the original TMK for the Kamalani development was further subdivided into a total of 6 lots: one lot was dedicated to the County of Maui, two lots (bearing TMK No. (2) 3-8-004-030) were developed into Kamalani, and the remaining 3 lots are undeveloped (bearing TMK Nos. (2) 3-8-004: 035, 036 and 037) (the "**DHHL Lands**"); and

WHEREAS, Kamalani consists of 170 residential units; and

WHEREAS, consistent with MCC Section 18.16.320, Kamalani Ventures LLC, and the sureties under the Park Bond, provided the County with the Park Assessment Fee Bond (Bond No. K08179049), dated January 18, 2017, as amended, in the amount of \$1,610,190 covering the 170 constructed units (the "**Park Bond**"), a copy of which is attached hereto as a portion of **Exhibit "A"**;

WHEREAS, the remainder of the 630 units planned by Kamalani Ventures LLC, which were intended to be sold at market rates, were never constructed; and

WHEREAS, on July 3, 2024, DHHL purchased the DHHL Lands. A copy of each of the limited warranty deeds for the DHHL Lands are attached hereto as **Exhibit "B"**; and

WHEREAS, DHHL and the County wish to enter in this MOU to formalize their understanding that DHHL is not subject to the requirements under MCC Section 18.16.320 and, accordingly, the DHHL Lands are not subject to the provisions contained in the PAA.

ARTICLE I
Purpose

1.01 Purpose. The purpose of this MOU is to recognize that the PAA entered into between Kamalani Ventures, LLC and the County, and which is an existing encumbrance on real property owned or acquired by DHHL, does not apply to DHHL.

1.02 No Encumbrances. The County will not further encumber the real property owned by DHHL with any instruments enforcing or purporting to enforce any portion of MCC Section 18.16.320.

1.03 No Enforcement. The County agrees that it cannot and will not enforce any of the conditions of the PAA, in whole or in part, against DHHL. However, DHHL intends on voluntarily developing the one-acre park which Kamalani Ventures was required to build pursuant to the PAA but did not. In exchange, once this MOU is executed, the County agrees to release the \$1,600,000 that DHHL has voluntarily held in escrow as a substitution for the Park Bonds attached hereto as a portion of Exhibit "A".

ARTICLE II
Miscellaneous

2.01 Lead Agency. DHHL shall be the lead agency and facilitator under this MOU.

2.02 Interpretation. This MOU will be construed to protect the interest of DHHL and the County, as well as to prioritize the development of the DHHL Lands for home stead.

2.03 Notices. Any notice, demand, election or communication pursuant to this MOU shall be in writing and deemed effective given when personally delivered, or when actually received as prepaid registered certified mail, return receipt requested, and addressed as follows (or to any other address which either party may designate to the other by written notice from time-to-time, given the manner required hereunder):

If to DHHL, then to:

Department of Hawaiian Home Lands
Hawaiian Homes Commission, State of Hawaii
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

and

Department of the Attorney General
State of Hawaii 425 Queen Street
Honolulu, Hawaii 96813

If to the County, then to:

Department of Parks and Recreation
County of Maui
200 So. High Street
Wailuku, Hawaii 96793

2.04 Not Joint Venture. The execution of this MOU is not intended to create a partnership or joint venture between DHHL and the County.

2.05 Amendments. No amendment or waiver of any provisions of this MOU shall be effective, unless DHHL and the County mutually agree to it in writing.

2.06 No Waiver. No waiver of any of the provisions of this MOU shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

2.07 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Hawaii.

2.08 Severability. Each provision of this MOU shall be interpreted in a manner as to be valid and enforceable under applicable law of the State of Hawaii or federal law, as applicable. If any provision of this MOU should be held to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions of the MOU.

2.09 Counterparts. The parties hereto agree that this Addendum may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute on and the same agreement, binding all Parties hereto, notwithstanding all of the Parties are not signatory to the original or same counterparts. For all purposes, duplicate unexecuted pages of the counterparts may be discarded and the remaining pages may be assembled as one document.

Attachments: **Exhibit "A"**
 Exhibit "B"

[End of Agreement; Signatures on Next Page]

IN WITNESS WHEREOF, DHHL and the County have executed this MOU as of the Effective Date.

STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS

By _____
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

COUNTY OF MAUI

By _____
Richard T. Bissen, Jr.
Its Mayor

RECOMMENDED APPROVAL:

Patrick S. McCall
Director of Parks and Recreation
County of Maui

APPROVED AS TO FORM AND LEGALITY:

Jordan Ching, Esq.
Deputy Attorney General
State of Hawaii

Mimi Desjardins
First Deputy Corporation Counsel
County of Maui

EXHIBIT "A"

RICHARD T. BISSEN, JR.
Mayor

JOSIAH K. NISHITA
Managing Director

PATRICK S. MCCALL
Director

SHANE T. DUDOIT
Deputy Director



DEPARTMENT OF PARKS AND RECREATION
COUNTY OF MAUI
700 HALI'A NAKOA STREET, UNIT 2
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov

June 28, 2024

Kamalani Ventures, LLC
822 Bishop Street
Honolulu, Hawaii 96813

**SUBJECT: TMK Nos. (2) 3-8-004: 030, 035, -036, and -037
Kamalani Residential Project
Park Assessment Fee Bond (Bond No. K08179049), dated January 18, 2017,
as amended, in the amount of \$1,610,190.00 (the "Bond")**

Ladies and Gentlemen:

On April 6, 2016, Kamalani Ventures LLC and the County of Maui, entered into a Park Assessment Agreement ("PAA") related to the development of residential dwelling units ("Kamalani"), pursuant to Maui County Code ("MCC") 18.16.320. A copy of the PAA is attached hereto as Exhibit "A". At the time of the execution of the PAA, the development consisted of a total of approximately 94.352 acres and further identified as TMK (2) 3-8-004:030. The PAA anticipated approximately 6.22 acres of improved park area based on the estimation of the development of 630 residential units.

On August 31, 2017, the original TMK was further subdivided into a total of 6 lots: one lot was dedicated to the County of Maui, two lots (depicted as TMK (2) 3-8-004-030) were developed into Kamalani, and the remaining 3 lots are undeveloped (and depicted as TMKs (2) 3-8-004: 035, 036 and 037. Kamalani consists of 170 residential units. Consistent with MCC 18.16.320, Kamalani Ventures LLC, and the sureties under the Bond, provided the County of Maui with the Bond totaling \$1,610,190.00. The Bond including all amendments and riders thereto are attached hereto as Exhibit "B". That amount covers the 170 units that were constructed.

The remainder of the 630 units were never constructed. Those units were intended to be sold at market rates. Currently, the Department of Hawaiian Home Lands ("DHHL") is in escrow with Kamalani Ventures LLC to purchase the undeveloped 3 lots in order to construct homes for Hawaiians who are on their wait list.

In order for DHHL and Kamalani Ventures LLC to close on the sale of the 3 undeveloped lots, the County of Maui hereby unconditionally (i) releases and discharges Kamalani Ventures LLC of

its obligations set forth in the PAA, and (ii) releases the Bond and all obligations of Kamalani Ventures LLC and the surety under the Bond. In exchange, DHHL agrees to hold the sum of \$1,610,190.00 in escrow, and enter into a separate Park Assessment Agreement with the Department of Parks and Recreation, County of Maui, to build an approximately one-acre park, which would be privately owned and maintained, for the exclusive use of residents of the DHHL project, or in lieu of development of such a park, to pay the total sum of \$1,610,190.00 to the County of Maui pursuant to MCC 18.16.320. The terms and conditions of the new Park Assessment Agreement between the County of Maui and DHHL are subject to council approval.

Both the County of Maui and DHHL acknowledge that this agreement does not create any obligation on the part of DHHL to comply with MCC 18.16.320 with respect to any development of the 3 lots being purchased from Kamalani Ventures LLC, nor does it impose any obligations on Kamalani Ventures LLC. Rather, DHHL is adopting Kamalani's obligation with respect to the 170 lots that make up the Kamalani development.

Enclosed with this letter are the original Bond documents, including all amendments and riders thereto.

If you have any questions regarding this letter, please call Patrick McCall, director of Parks and Recreation at (808) 270-7385.

Sincerely,



PATRICK MCCALL
Director of Parks and Recreation
County of Maui

Acknowledged and Consented:



KALI WATSON
Director of the Department of Hawaiian Homelands
State of Hawaii

Enclosures: Park Assessment Fee Bond (Bond No. K08179049), and all amendments (original)

Exhibit "A"

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DOCUMENT NO. Dec A - 59490691

DATE - TIME April 15, 2016 10:45 AM

Return by Mail Pickup

To: A&B Properties, Inc.
822 Bishop St.
Honolulu, HI. 96813
Attn: S. McGuigan

TITLE OF DOCUMENT:

PARK ASSESSMENT AGREEMENT
FOR
[KAMALANI]

PARTIES TO DOCUMENT:

DEVELOPER: KAMALANI VENTURES LLC, a Hawaii limited liability company
c/o 822 Bishop Street
Honolulu, Hawaii 96813

COUNTY: COUNTY OF MAUI, a political subdivision of the State of Hawaii
200 South High Street
Wailuku, Maui, Hawaii 96793

TAX MAP KEY NO.: (2) 3-8-004-030

(This document consists of 16 pages.)

PARK ASSESSMENT AGREEMENT
FOR
[KAMALANI]

THIS PARK ASSESSMENT AGREEMENT (this "Agreement") is executed this 6th day of, April, 2011, by and between KAMALANI VENTURES LLC, a Hawaii limited liability company, whose address is c/o 822 Bishop Street, Honolulu, Hawaii 96813 ("Developer"), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793 ("County"), hereinafter collectively referred to as ("Parties").

WHEREAS, Developer owns that certain parcel of land located at Pulehunui, Kihei, District of Wailuku, Island and County of Maui, being Lot 5 of the "Pulehunui Plains Subdivision," identified by Tax Map Key No. (2) 3-8-004:030 with an area of approximately 94.352 acres as described and depicted in Exhibit A attached hereto and incorporated herein (the "Land");

WHEREAS, by Findings of Fact, Conclusions of Law, and Decision and Order, entered February 20, 2009, in Docket No. A07-772, the Land Use Commission of the State of Hawaii reclassified the Land from State Land Use Agricultural District to State Land Use Urban District;

WHEREAS, pursuant to such reclassification, Developer's predecessor entered into that certain Declaration of Conditions dated April 3, 2009, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 2009-051059 (the "Declaration");

WHEREAS, the Declaration requires Developer to comply with the County of Maui park dedication requirements under such terms as may be approved by the Director of Parks and Recreation (the "Director");

WHEREAS, the Developer intends to subdivide the Land and construct residential dwelling units thereon, in a development which has been named Kamalani ("Kamalani"), which development is subject to County's park assessment requirements under Section 18.16.320, Maui County Code ("MCC"); and

WHEREAS, County and Developer seek to establish the details of their agreement to satisfy Developer's park assessment requirements for the Development (defined below), and upon satisfaction of the terms and conditions of this Agreement, County agrees that Developer will have fully satisfied its park assessment requirements for said Development pursuant to Section 18.16.320 MCC;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Park Assessment Requirements

a. Number of Units. Kamalani is to be located on the Land and is currently intended to be comprised of approximately 170 residential work force housing units and approximately 460 residential market housing units, single family and multi-family, to be developed in increments over time (the “**Development**”). Developer has reserved the right to add and annex additional land in the vicinity of the Land to the Development, in which case, the Development shall refer to the Land (as described above) and such additional lands that are so annexed.

b. Calculation of Park Assessment Requirement. Based upon the unit count outlined in Paragraph 1(a), Developer is required to provide approximately 6.22 acres of improved park area.

c. Land Area: Pocket Parks. Developer intends to provide two (2) pocket parks (the “**Pocket Parks**”), the combined area of which is approximately one (1) acre, in the locations approximately as shown on Exhibit B attached hereto and made a part hereof. The Pocket Parks will be privately owned and maintained by the Developer or its successors and assigns. The Pocket Parks will be open to the public, and subject to reasonable rules and regulations adopted by Developer or its successors and assigns, as amended from time to time. The use of the Pocket Parks will be restricted to park and playground purposes by recorded, perpetual covenants that will be enforceable by Developer, County, and their respective successors and assigns (a “**Unilateral Agreement**”).

The perpetual maintenance of the Pocket Parks by Developer, its successor and assigns shall be assured by the Unilateral Agreement, which shall obligate Developer, its successors and assigns to maintain the Pocket Parks in perpetuity, and which shall empower County to enforce the Unilateral Agreement or to cause the maintenance of the Pocket Parks and seek reimbursement of all costs by any and all means available in the event of a default in said Unilateral Agreement that continues after notice of default and a reasonable opportunity to cure such default. Upon completion of each Pocket Park, Developer shall execute and record a Unilateral Agreement in favor of County to assure that such Pocket Park shall be privately and adequately maintained in perpetuity, and that the provisions of this section shall be observed.

d. Land Area: Neighborhood Park. Developer intends to provide a neighborhood park (the “**Neighborhood Park**”), the area of which is approximately 5.5 acres, in the location approximately as shown on Exhibit B attached hereto and made a part hereof, adjacent to the

existing County Hale Piilani Park. Upon completion of park improvements to the reasonable satisfaction of the Director, the Director shall accept dedication of the Neighborhood Park.

- e. Credits. Developer is not requesting park credits.
- f. Map. A map showing the location of the Pocket Parks and Neighborhood Park in relation to the surrounding area is attached hereto and made a part hereof as Exhibit C.
- g. Improvements. The Pocket Parks will be graded and improved with grass planting, automatic irrigation, and adequate drainage. The Neighborhood Park will be graded and improved with grass planting, automatic irrigation, approximately 25 parking stalls, adequate drainage, and a comfort station, in accordance with plans reflecting the mutual agreement and cooperation of the parties.
- h. Estimated Completion Date. Pocket Park Number 1 will be completed prior to the completion of construction activity in Increment 2 of the Project. Pocket Park Number 2 and the Neighborhood Park will be completed prior to the completion of construction activity in Increment 3 of the Project.
- i. Proposed Uses of Park. The Pocket Parks may be used for passive recreation. The Neighborhood Park will be dedicated to County for active recreation purposes.
- j. Conceptual Rendering. Conceptual renderings of the Neighborhood Park and Pocket Parks are attached hereto and made a part hereof as Exhibits D, E, and F.
- k. Dedication. The Neighborhood Park site shall be accepted by the Director of Parks and Recreation in accordance with Section 3.44.015 (F), Maui County Code.
- l. Term of Agreement. This Agreement shall commence upon execution and shall terminate upon completion of the Pocket Parks, acceptance of dedication of the Neighborhood Park, and satisfaction of additional park requirements (if any) required by Paragraph 3 below, whereupon all requirements of Section 18.16.320, Maui County Code shall be deemed satisfied, and County shall, upon the request of Developer, promptly execute and record a release of this Agreement.

2. Approvals Prior to Completion of Park Improvements. Due to the long, fairly narrow configuration of the Land and the plans for construction of the Development in increments, it is possible that completion of the improvements to the Pocket Parks and dedication of the Neighborhood Park will not occur prior to the time building permits are issued for some units in the Development. In such an event, Developer may issue a letter of credit, surety bond, or other security in an amount equal to the parks dedication fee that would be payable for each unit for which a building permit is sought. Based on the issuance of such a letter of credit, bond, or other security, County will sign off on such building

permits. The letter of credit, bond or other security will be released once the Neighborhood Park has been completed, which completion shall be defined as the expiration of the 45-day period after filing with the Second Circuit Court of the State of Hawaii the published contractor Notice of Completion. County reserves the right to exercise its rights under the letter of credit, bond, or other security should the Neighborhood Park not be completed within two (2) years after the issuance of all building permits.

3. Adjustments. Developer shall inform County once the Development has been completed. At that time, to the extent there are any lands in the Development that are dedicated or provided for park and playground purposes in excess of what is required to be dedicated or provided pursuant to Section 18.16.320, Maui County Code, for this Development, County agrees that such areas may be used as credits for other projects, with the approval of the Director. To the extent the final Development results in the combined area of the Pocket Parks and Neighborhood Park not being sufficient to satisfy the requirements of Section 18.16.320, Maui County Code, Developer shall satisfy its park dedication requirements by complying with Section 18.16.320(B)(1). Any park assessment fees which may be payable to satisfy this requirement shall be payable at the assessment rate existing at the time of execution of this Agreement.

4. Verification of Compliance. County agrees, upon the written request of Developer, to provide such written verification of Developer's compliance with this Agreement as Developer or its prospective or existing lenders or development partners may reasonably request.

5. Notifications: All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by personal delivery or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party to be notified at the following address, or to such other address as the party to be notified shall have specified most recently by like notice:

If to County, then to:
Director, Department of Parks and Recreation
County of Maui
700 Halia Nakoia Street, #2
Wailuku, Hawaii 96793

If to Developer, then to:
Kamalani Ventures, LLC
c/o 822 Bishop Street
Honolulu, Hawaii 96813

cc: Kamalani Ventures, LLC
c/o A&B Properties, Inc.
11 Puunene Avenue
Kahului, Hawaii 96732

Notices given as provided in this Section shall be deemed given on delivery or upon receipt if by personal delivery. Any notice may be sent on behalf of either party by such party's counsel.

6. Attorneys' Fees. In the event that any party brings an action or proceeding against any other party to enforce or to prevent the breach of any provision of this Agreement or for damages by reason of any breach of this Agreement, or for any other judicial or administrative remedy, then the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and expenses.

7. Severability. In any provision of this Agreement or the application hereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected hereby.

8. Recordation. Developer shall record this Agreement with the Bureau of Conveyances of the State of Hawaii after execution by Developer and County. Upon recordation of this Agreement, the conditions imposed in this Agreement shall run with the Land and shall constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors, successors, and any other persons who claim an interest in the Land. Upon further subdivision of the Land or other legal division of ownership thereof, such as by creation of a condominium property regime, such that the Pocket Parks and/or Neighborhood Park become separate legal lots or units of ownership, it is intended that this Agreement shall constitute an encumbrance only on the legal lot or unit of ownership in which the Pocket Parks and the Neighborhood Park are a part, and not on any other parcel of land or unit. This Agreement shall be enforceable by County by appropriate action at law or suit in equity, against Developer and its successors and assigns.

9. Entire Agreement; Amendment. This Agreement shall, upon approval of the same by the Maui County Council and execution by Parties, be binding upon the Parties hereto, notwithstanding the subsequent enactment by County of a law of general application that conflicts with this Agreement. This Agreement and the attachments hereto contain the entire agreement of the Parties with respect to said Agreement, and shall supersede all negotiations, agreements, and understanding with respect thereto. This Agreement may only be amended by written agreement approved by Maui County Council resolution.

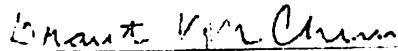
10. Governing Law. This Agreement and the rights and obligations of Developer and County shall be interpreted in accordance with the laws of the State of Hawaii and any applicable federal law. The venue for any action with respect to this Agreement shall be in Wailuku, Maui, Hawaii.

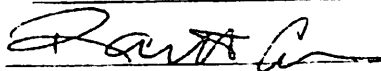
11. Counterparts. The parties hereto agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute on and the same agreement, binding all Parties hereto, notwithstanding all of the Parties are not signatory to the original or same counterparts. For all purposes, duplicate unexecuted pages of the counterparts may be discarded and the remaining pages may be assembled as one document.


[End of Agreement; Signatures on Next Page]

IN WITNESS WHEREOF, Developer and the County have executed this Agreement as of the day and year first above written.

KAMALANI VENTURES LLC
By A&B Properties, Inc.
Its Manager

By 
Grant Y. M. Chun
Its Vice President


By 
Randall H. Endo
Its Vice President

COUNTY OF MAUI
By 
ALAN M. ARAKAWA
Its Mayor

RECOMMENDED APPROVAL:

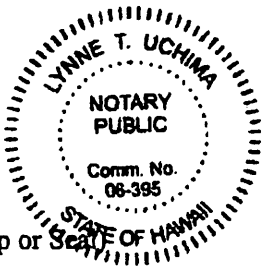

BUTCH KAALA BUENCONSEJO
Director of Parks and Recreation

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
)
COUNTY OF MAUI) SS:

On this 30th day of October, 2015, before me personally appeared **GRANT Y. M. CHUN** and **RANDALL H. ENDO**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

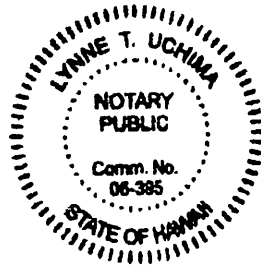


(Official Stamp or Seal)

Lynne T. Uchima

Name: Lynne T. Uchima
Notary Public, State of Hawaii
My commission expires: 7/2/2018

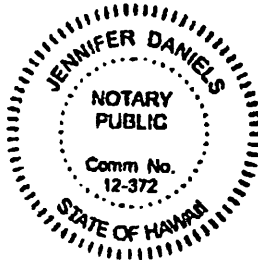
NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Park Assessment Agreement for [Kamalani]	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>16</u>	Jurisdiction: <u>Second</u> Circuit (in which notarial act is performed)
<u><i>Lynne T. Uchima</i></u> Signature of Notary	<u>10/30/15</u> Date of Notarization and Certification Statement
<u>Lynne T. Uchima</u> Printed Name of Notary	(Official Stamp or Seal)



STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 16th day of April, 2016, before me appeared ALAN M. ARAKAWA, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jennifer Daniels
JENNIFER DANIELS
Notary Public, State of Hawaii
My commission expires: 11/11/2016

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Park Assessment Agreement for [Kamalani]	
Doc. Date: <u>4/6/2016</u> or <input type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>14</u> Jurisdiction: <u>2nd</u> Circuit (in which notarial act is performed)	
<u>Jennifer Daniels</u> Signature of Notary	<u>4/6/2016</u> Date of Notarization and Certification Statement
<u>JENNIFER DANIELS</u> Printed Name of Notary	(Official Stamp or Seal)

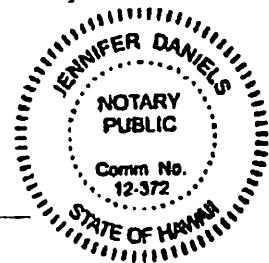
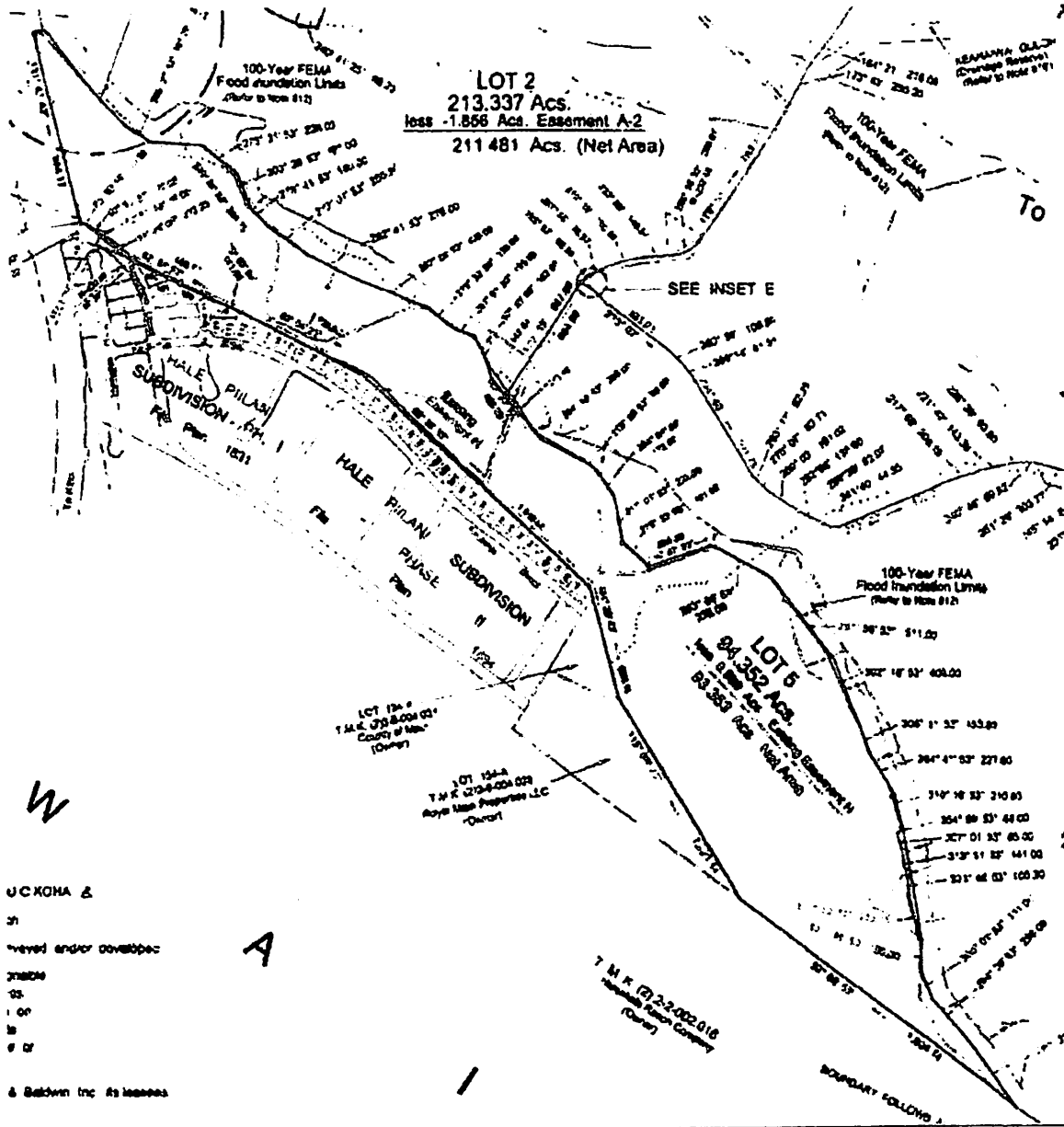
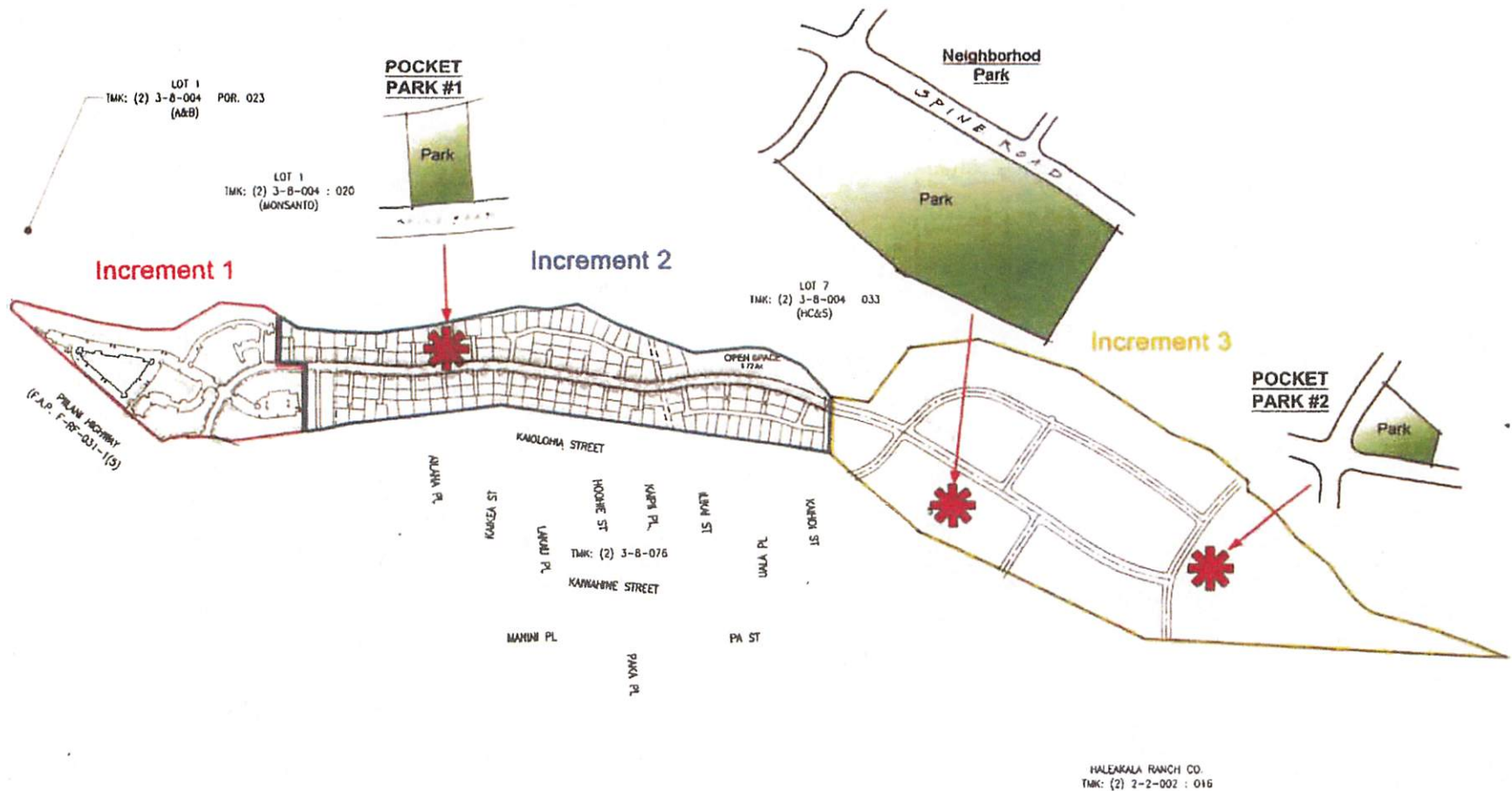


Exhibit A

All of that certain parcel of land (being a portion of Land Patent 8140, Land Commission Award 5230 to Keaweamahi) situate, lying and being situate at Pulehunui, Kihei, Wailuku, Maui, Hawaii, being Lot 5 of the "Pulehunui Plains Subdivision," and thus bounded and described in that certain Affidavit of Justin R. Shaw (Licensed Professional Land Surveyor, Certificate No. LS-15959) dated March 5, 2015, recorded in the Bureau as Document No. A-55460707 and as shown on the Subdivision Map (Pulehunui Plains Subdivision (County of Maui Subdivision File No. 3.2221)) attached to Affidavit of Ken T. Nomura dated July 10, 2012, recorded in the Bureau as Document No. A-45760643) as follows:





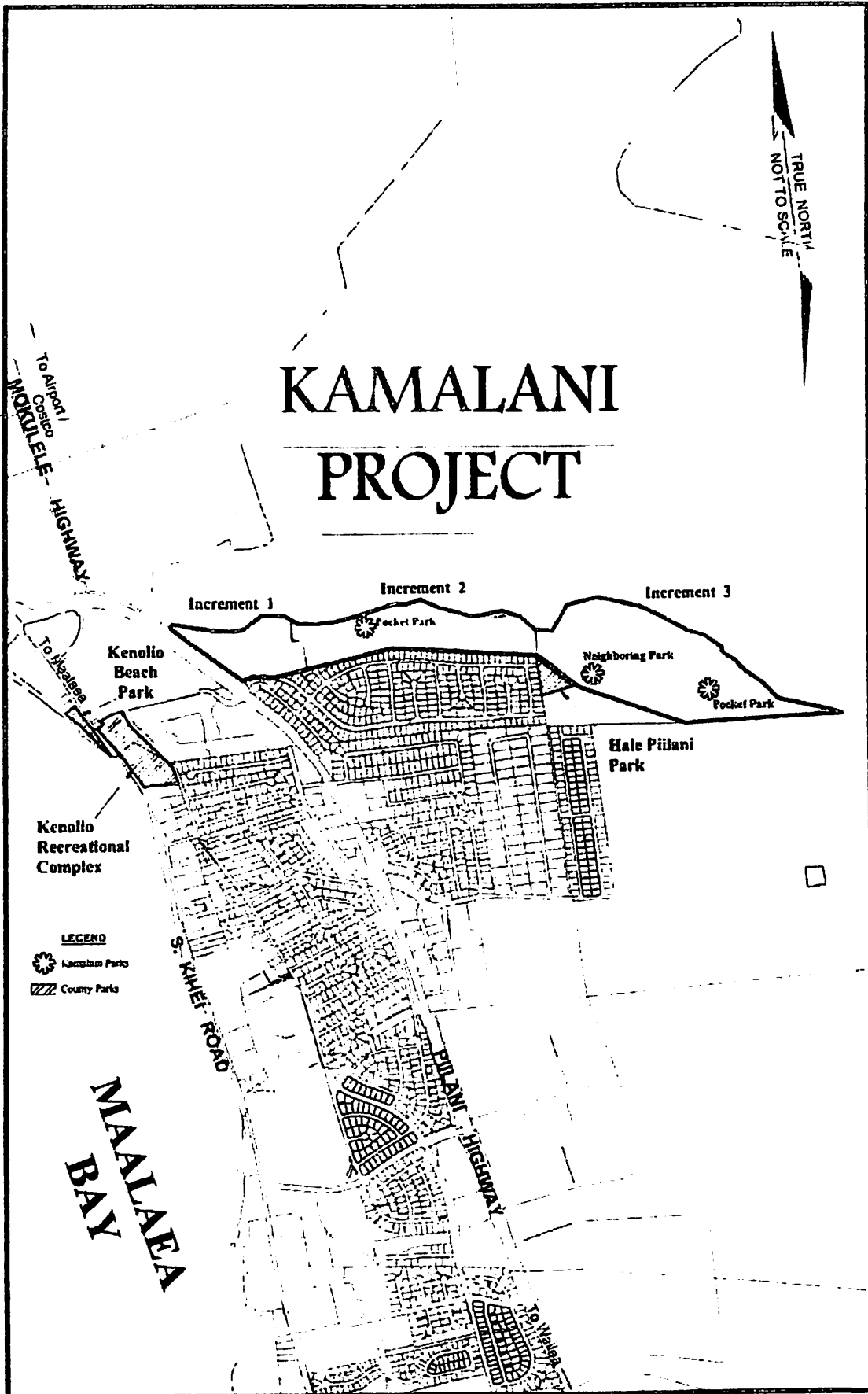
LEGEND.

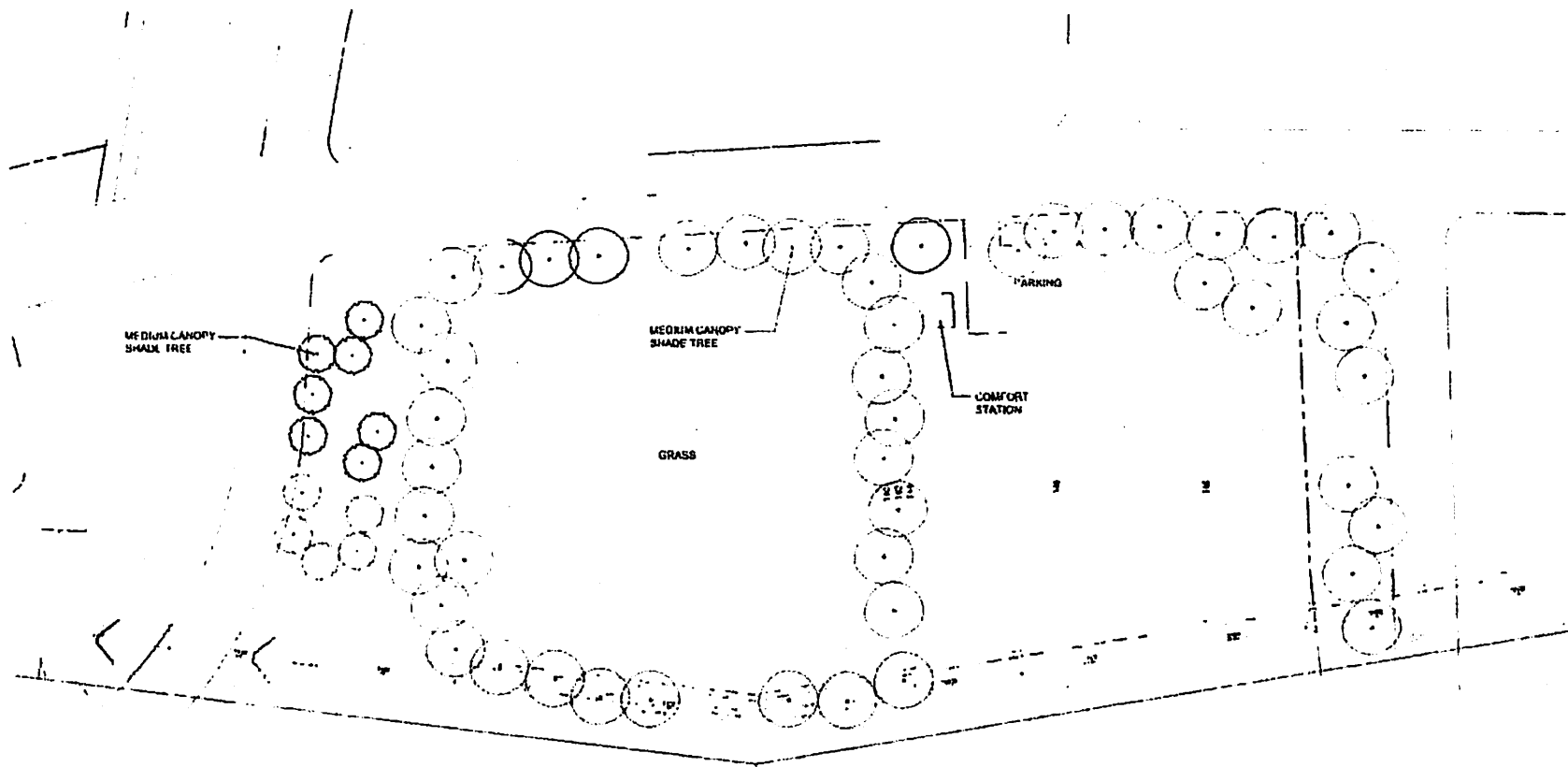


KAMALANI CONCEPTUAL PARKS PLAN

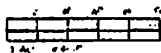
EXHIBIT B

Exhibit C





PUBLIC PARK PLAN
SCALE: 1" = 40'-0"



"Exhibit D - Neighborhood Park"



BROWN & LEE
Landscape Architecture
Site Planning
Urban Planning

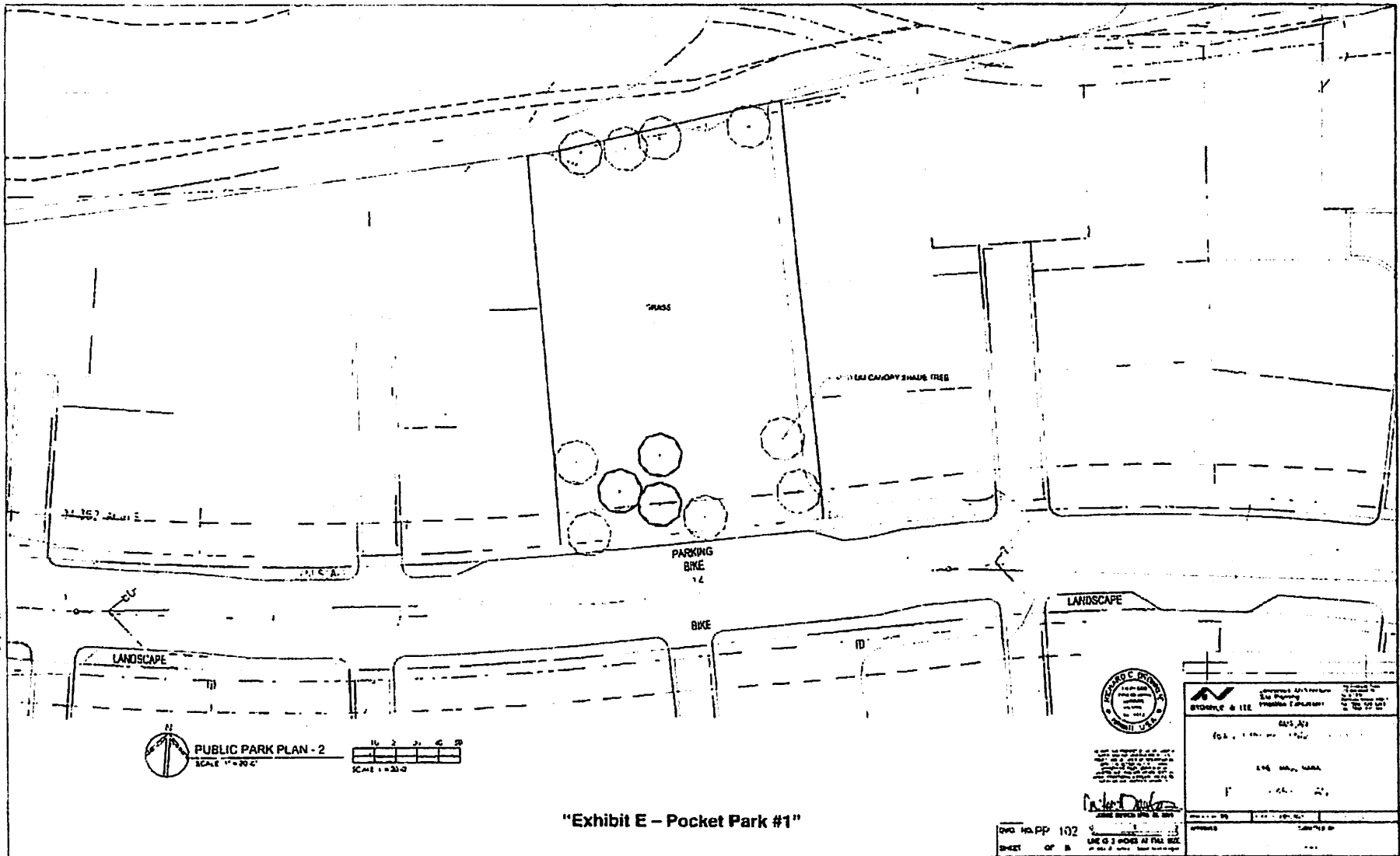
KAAHALANI
1040 KHE RESIDENTIAL SUBDIVISION


KHE, UAA, MOANI

PUBLIC PARK PLAN

DWG. NO. PP- (01)
SHEET OF 24
DATE: 10/1/03
SCALE: 1" = 40'-0"


APPROVED: [Signature]
DATE: 10/1/03




PUBLIC PARK PLAN - 2
 SCALE 1" = 20'

"Exhibit E - Pocket Park #1"

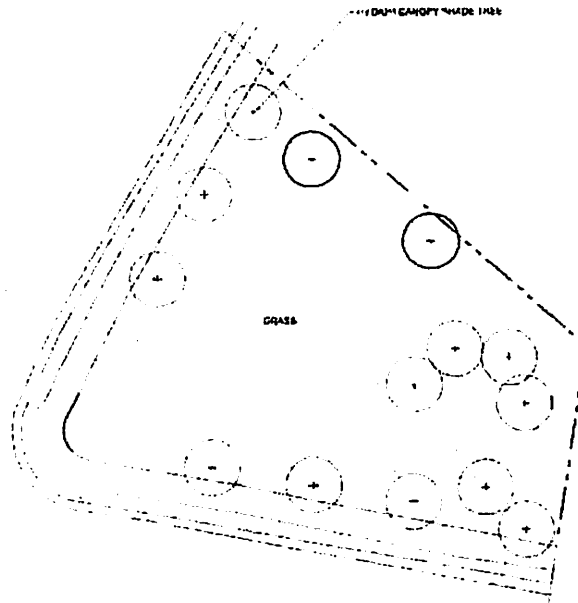



DAVID C. BROWN
 ENGINEERING & ARCHITECTURE, INC.
 12345 MAIN ST.
 SUITE 100
 JACKSONVILLE, FL 32202
 TEL: 904.555.1234
 FAX: 904.555.5678

I, **David C. Brown**,
 a duly Licensed Professional Engineer,
 do hereby certify that the above
 is a true and correct copy of the
 original as submitted to me for
 review and approval.
 Date: **08/15/2011**
 Signature: *David C. Brown*

DWG: HA-PP-102
 SHEET OF 2
 USE AS 24" X 36" AT FULL SIZE

PRELIMINARY - NOT FOR CONSTRUCTION DATE: AUGUST 15, 2011



"Exhibit F - Pocket Park #2"



STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 No. 1037
 JOHN W. WILSON
 CIVIL ENGINEER

		LICENSED ARCHITECTS 2001 Planning Graphic Solutions 1000 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: (954) 561-1000
JAMES LAY 1000 N.W. WILSON (2001 PARKWAY)		
1000 N.W. WILSON		
PARK PLAN		
SHEET NO. 02	TOTAL SHEETS 02	DRAWN BY
DATE: 10/17/07	APPROVED:	SUBMITTED BY
SHEET 02 OF 02	DATE: 10/17/07	TIME: 10:00 AM

PRELIMINARY - NOT FOR CONSTRUCTION DATE: AUGUST 3, 2007

Exhibit "B"



RECEIVED
JAN 23 2017

January 20, 2017

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nako'a Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a partially executed **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The bond, in the amount of \$322,380, covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, dated January 20, 2017, attached herewith.

We would appreciate a copy of the fully executed bond for our files. If there are any revisions, please contact either Melanie Takushi or myself.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Grant Chun
Vice President

PARK ASSESSMENT FEE BOND

KNOW ALL MEN BY THESE PRESENTS.

That we, **KAMALANI VENTURES LLC**, a Hawaii limited liability company, whose mailing address is c/o 822 Bishop Street, Honolulu, HI 96813 hereinafter referred to as the "Principal", and **WESTCHESTER FIRE INSURANCE COMPANY**, whose principal place of business is 601 S Figueroa St. 15th Floor, Los Angeles, CA 90017, referred to as "Surety", are held and firmly bound unto **DEPARTMENT OF PARKS AND RECREATION OF THE COUNTY OF MAUI**, referred to as the "Obligee", it successors and assigns in the full and just sum of **THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)**, for the payment of which to the Obligee, its successors and assigns, well and truly to be made, we do hereby bind ourselves, our successors and assigns, firmly by these presents.

Signed, sealed, delivered and dated this 18th day of January, 2017 at Honolulu, Hawaii

THE CONDITION OF THIS OBLIGATION IS SUCH THAT.


WHEREAS the Principal entered into a Park Assessment Agreement for [Kamalani] dated April 6, 2016, referred to as the "Agreement", for certain park improvements constructed in connection with the Kamalani development affecting that certain parcel of land located at Pulehunui, Kihei, District of Wailuku, Island and County of Maui, being Lot 5 of the "Pulehunui Plains Subdivision", identified by Tax Map Key No. (2) 3-8-004:030 which agreement is made part of this bond the same as though set forth herein; and is subject to County's park assessment requirements under Section 18.16.320, Maui County Code ("MCC") and

WHEREAS, the Principal understands that the Obligee will not release the bond until such time that the Principal fulfills its obligations under the Agreement.

NOW, THEREFORE, if the Principal shall fully and faithfully perform and fulfill all of its obligations under the Agreement on or before 20th day of January, 2022 then upon final approval of all said improvements by the Obligee, then this Parks Assessment Fee Bond shall be void: otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed hereto on the 18th day of January, 2017.

PRINCIPAL:
KAMALANI VENTURES LLC
By: A&B Properties Hawaii, LLC, Series T
Its Manager

By: 
Its: NATALIE E. KEENAN


SURETY:
WESTCHESTER FIRE INSURANCE COMPANY

By: 
Its Attorney-in-fact, Arlene A. Tanaka

APPROVED AS TO FORM AND LEGALITY:

OBLIGEE:

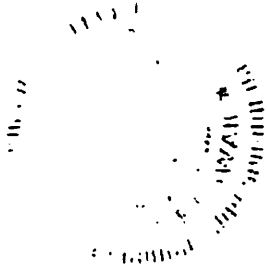

Deputy Corporation Counsel
County of Maui


Director of Department of Parks &
Recreation

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

On this 18th day of January, 2017, before me appeared NATALIE I. KIEHM, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, has been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Signature: *Cheryl A. Onishi*
Print Name: CHERYL A. ONISHI
Notary Public, State of Hawaii
My commission expires: APR 17 2017

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Prop. Assessment Roll Bond
No. K08179049 for Kamalei Ventures LLC

Doc. Date: 1/18/17

No. of Pages: 1 Jurisdiction: First Circuit
(in which notarial act is performed)

Cheryl A. Onishi 1/18/17
Signature of Notary Date of Certificate
CHERYL A. ONISHI

Printed Name of Notary

(Acknow12.frm)

SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]

STATE OF Hawaii)

City & ^{SS} Honolulu)
COUNTY OF

On this 18th day of January, 2017,

before me personally came Arlene A. Tanaka

to me known, who, being by me duly sworn, did depose and say that she

resides in Honolulu, HI; that she is the

Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the

corporation described in and which executed the attached instrument; that she

is duly appointed under power of attorney, dated September 16, 2015, which said power

of attorney is attached hereto, is now in force and effect; that she knows

corporate seal of the said corporation; that the seal affixed to the said instrument

is such corporate seal; and that it was so affixed by order of the Board of

Directors of the said corporation; and that she signed her name thereto

by like order.

(Notary Seal)

LS

Estelita B. Balason

Notary Public, Estelita B. Balason

State of Hawaii

First Judicial Circuit

My commission expires: 12/20/2020

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____

WESTCHESTER FIRE INSURANCE COMPANY Park Assessment Fee

Bond No. K08179049 for KAMALANI VENTURES LLC

Estelita B. Balason
Notary Public

LS

Doc. Date: 1/18/17 No. of Pages: 3 Jurisdiction: First Judicial Circuit

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

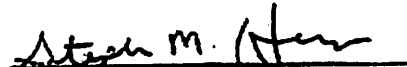
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Arlene A Tanaka, Chad Karasaki, Francis Wirt, Janet L Ng, Michael Grossi, all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of September 2015.

WESTCHESTER FIRE INSURANCE COMPANY

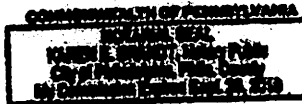




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of September, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

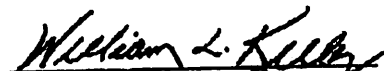



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18th day of January, 2017




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 16, 2017.



KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Bond 1/18/17	Subdivision File No. 3.2325 <ul style="list-style-type: none"> • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot 	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.I.2. 3-lot exemption; and MCC 18.16.320.I.3. dedication of Lots 5-E and 5-F to County & State, respectively	\$17,910
	B T20151453 (Building 20)	2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)	8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)	8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)	8	"	50% affordable housing	\$71,640
	B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640
Bond Amount:				\$322,380	

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.



April 11, 2017

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nakoa Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a Rider, dated April 7, 2017 to the **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The Rider increases the original bond from \$322,380.00 to \$483,570.00, and covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, dated April 7, 2017, attached herewith.

Additional Park Assessment fees are pertinent to the following:

- B T20151452 (Building 18)
- B T20151457 (Building 19)
- B T20151458 (Building 21)
- BT20151443 (Building 39)

If there are any questions or concerns, please contact either Melanie Takushi or myself at 877-5523.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Grant Chun
Vice President

KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

April 7, 2017 rev.

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Bond 1/18/17	Subdivision File No. 3.2325 <ul style="list-style-type: none"> • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot 	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.1.2. 3-lot exemption; and MCC 18.16.320.1.3. dedication of Lots 5-E and 5-F to County & State, respectively	\$17,910
	B T20151453 (Building 20)	2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)	8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)	8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)	8	"	50% affordable housing	\$71,640
	B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640
	Bond Amount:				
Bond increase 4/7/17	B T20151452 (Building 18)	2	\$17,910	50% affordable housing	\$17,910
	B T20151457 (Building 19)	4	"	50% affordable housing	\$35,820
	B T20151458 (Building 21)	4	"	50% affordable housing	\$35,820
	B T20151443 (Building 39)	8	"	50% affordable housing	\$71,640
Add'l Bond Amount:					\$161,190

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.

WESTCHESTER FIRE INSURANCE COMPANY

DATE: April 7, 2017

Rider to be attached to and form a part of Park Assessment Fee Bond Number K08179049 on behalf of KAMALANI VENTURES LLC and in favor of COUNTY OF MAUI (Obligee), originally executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)

The above referenced bond amount shall be increased:

FROM: THREE HUNDRED TWENTY TWO THOUSAND
THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)


TO: FOUR HUNDRED EIGHTY THREE THOUSAND
FIVE HUNDRED SEVENTY & NO/100 DOLLARS (\$483,570.00)

This change was effective the 7th day of April, 2017.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

Sign, Sealed and dated this 7th day of April, 2017.

Witness

WESTCHESTER FIRE INSURANCE
COMPANY

By: _____
Michael Grossi, Attorney-in-fact
(Surety)

**SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]**

STATE OF Hawaii)
 City & COUNTY OF Honolulu) SS.

On this 7th day of April, 2017,
 before me personally came Michael Grossi
 to me known, who, being by me duly sworn, did depose and say that he
 resides in Honolulu, HI; that he is the
 Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the
 corporation described in and which executed the attached instrument; that he
 is duly appointed under power of attorney, dated September 16, 2015, which said power
 of attorney is attached hereto, is now in force and effect; that he knows
 corporate seal of the said corporation; that the seal affixed to the said instrument
 is such corporate seal; and that it was so affixed by order of the Board of
 Directors of the said corporation; and that he signed his name thereto
 by like order.

(Notary Seal)

L. S.

Notary Public, Arlene A. Tanaka
 State of Hawaii
 First Judicial Circuit
 My commission expires: 2/27/2020

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____

WESTCHESTER FIRE INSURANCE COMPANY Increase Rider for

County of Maui Park Assessment Fee Bond No. K08179049

for KAMALANI VENTURES LLC

 Notary Signature

Doc. Date: 4/7/17

No. of Pages: 3

Jurisdiction:

First Judicial
 Circuit

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Arlene A Tanaka, Chad Karasaki, Francis Wirt, Janet L Ng, Michael Grossi, all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 16 day of September 2015.

WESTCHESTER FIRE INSURANCE COMPANY

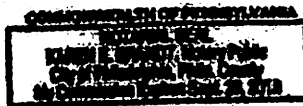


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 16 day of September, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 7th day of April, 2017



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 16, 2017.





June 21, 2017

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nako'a Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a Rider, dated June 21, 2017 to the **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The Rider increases the original bond from \$322,380.00 to \$877,590.00, and covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, revised on June 20, 2017, attached herewith.

Additional Park Assessment fees are pertinent to the following:

- B T20151446 (Building 8)
- B T20151447 (Building 9)
- B T20151437 (Building 10)
- B T20151441 (Building 11)
- B T20151442 (Building 12)
- BT20151459 (Building 22)

If there are any questions or concerns, please contact either Melanie Takushi or myself at 877-5523.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Grant Chun
Vice President

KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

April 7, 2017 rev.

June 20, 2017 rev.

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment		
Original Bond 1/18/17	Subdivision File No. 3.2325	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.I.2. 3-lot exemption; and	\$17,910		
	<ul style="list-style-type: none"> • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot 			MCC 18.16.320.I.3. dedication of Lots 5-E and 5-F to County & State, respectively			
	B T20151453 (Building 20)			2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)			8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)			8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)			8	"	50% affordable housing	\$71,640
B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640			
Bond Amount:					\$322,380		
Rider dated 4/7/17	B T20151452 (Building 18)	2	\$17,910	50% affordable housing	\$17,910		
	B T20151457 (Building 19)	4	"	50% affordable housing	\$35,820		
	B T20151458 (Building 21)	4	"	50% affordable housing	\$35,820		
	B T20151443 (Building 39)	8	"	50% affordable housing	\$71,640		
Add'l Bond Amount:					\$161,190		

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee¹	Adjustments	Assessment
Rider dated 6/20/17	B T20151446 (Building 8)	8	\$17,910	50% affordable housing	\$71,640
	B T20151447 (Building 9)	8	"	50% affordable housing	\$71,640
	B T20151437 (Building 10)	8	"	50% affordable housing	\$71,640
	B T20151441 (Building 11)	8	"	50% affordable housing	\$71,640
	B T20151442 (Building 12)	8	"	50% affordable housing	\$71,640
	B T20151459 (Building 22)	4	"	50% affordable housing	\$35,820
Add'l Bond Amount:					\$394,020

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.

WESTCHESTER FIRE INSURANCE COMPANY

DATE: June 21, 2017

Rider to be attached to and form a part of Park Assessment Fee Bond Number K08179049 on behalf of KAMALANI VENTURES LLC and in favor of COUNTY OF MAUI (Obligee), originally executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)

The above referenced bond amount shall be increased:

FROM: FOUR HUNDRED EIGHTY THREE THOUSAND
FIVE HUNDRED SEVENTY & NO/100 DOLLARS (\$483,570.00)


TO: EIGHT HUNDRED SEVENTY SEVEN THOUSAND
FIVE HUNDRED NINETY & NO/100 DOLLARS (\$877,590.00)

This change was effective the 20th day of June, 2017.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

Sign, Sealed and dated this 21st day of June, 2017.

Witness

WESTCHESTER FIRE INSURANCE
COMPANY
By: 
Michael Gross, Attorney-in-fact
(Surety)

SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]

STATE OF Hawaii)
) SS.
City & COUNTY OF Honolulu)

On this 21st day of June, 2017,
before me personally came Michael Grossi
to me known, who, being by me duly sworn, did depose and say that he
resides in Honolulu, HI; that he is the
Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the
corporation described in and which executed the attached instrument; that he
is duly appointed under power of attorney, dated May 15, 2017, which said power
of attorney is attached hereto, is now in force and effect; that he knows
corporate seal of the said corporation; that the seal affixed to the said instrument
is such corporate seal; and that it was so affixed by order of the Board of
Directors of the said corporation; and that he signed his name thereto
by like order.

(Notary Seal)
L.S.

Notary Public, Arlene A. Tanaka
State of Hawaii
First Judicial Circuit
My commission expires: 2/27/2020

<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	
Document Identification or Description: _____	
<u>WESTCHESTER FIRE INSURANCE COMPANY Increase Rider for</u>	
<u>Park Assessment Fee Bond No. K08179049 for KAMALANI</u>	
<u>VENTURES LLC</u>	
_____ Notary Signature	
Doc. Date: <u>6/21/17</u>	No. of Pages: <u>3</u> Jurisdiction: <u>First Judicial Circuit</u>

L.S.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Ariane A Tanaka, Ched Karasaki, Clarence Regalado, Jeffrey H Case, Michael Grosal all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2017



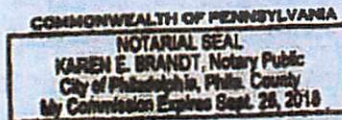
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA 66

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 21st day of June 2017



Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 15, 2019

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.





October 16, 2017

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nakoia Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a Rider, dated October 16, 2017, to the **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The Rider increases the original bond from \$877,590.00 to \$1,233,990.00, and covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, revised on October 16, 2017, attached herewith.

Additional Park Assessment fees are pertinent to the following:

- B T20151444 (Building 5)
- B T20151436 (Building 6)
- B T20151445 (Building 7)
- B T20151438 (Building 13)
- B T20151456 (Building 17)

If there are any questions or concerns, please contact either Melanie Takushi or myself at 877-5523.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Grant Chun
Vice President

KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

April 7, 2017 rev.

June 20, 2017 rev.

October 16, 2017 rev.

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Original Bond 1/18/17	Subdivision File No. 3.2325 • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.1.2. 3-lot exemption; and MCC 18.16.320.1.3. dedication of Lots 5-E and 5-F to County & State, respectively	\$17,910
	B T20151453 (Building 20)	2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)	8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)	8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)	8	"	50% affordable housing	\$71,640
	B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640
Bond Amount:					\$322,380
Rider dated 4/7/17	B T20151452 (Building 18)	2	\$17,910	50% affordable housing	\$17,910
	B T20151457 (Building 19)	4	"	50% affordable housing	\$35,820
	B T20151458 (Building 21)	4	"	50% affordable housing	\$35,820
	B T20151443 (Building 39)	8	"	50% affordable housing	\$71,640
Add'l Bond Amount:					\$161,190

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Rider dated 6/20/17	B T20151446 (Building 8)	8	\$17,910	50% affordable housing	\$71,640
	B T20151447 (Building 9)	8	"	50% affordable housing	\$71,640
	B T20151437 (Building 10)	8	"	50% affordable housing	\$71,640
	B T20151441 (Building 11)	8	"	50% affordable housing	\$71,640
	B T20151442 (Building 12)	8	"	50% affordable housing	\$71,640
	B T20151459 (Building 22)	4	"	50% affordable housing	\$35,820
Add'l Bond Amount:					\$394,020
Rider dated 10/16/17	B T20151444 (Building 5)	8	\$19,800	50% affordable housing	\$79,200
	B T20151436 (Building 6)	8	"	50% affordable housing	\$79,200
	B T20151445 (Building 7)	8	"	50% affordable housing	\$79,200
	B T20151438 (Building 13)	8	"	50% affordable housing	\$79,200
	B T20151456 (Building 17)	4	"	50% affordable housing	\$39,600
Add'l Bond Amount:					\$356,400

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.
2. Letter dated July 5, 2017 from Director of Finance, regarding Park Assessment Fees for FY 2017-2018 for the Kihei-Makena Community Plan Area.

WESTCHESTER FIRE INSURANCE COMPANY

DATE: October 16, 2017

Rider to be attached to and form a part of Park Assessment Fee Bond Number K08179049 on behalf of KAMALANI VENTURES LLC and in favor of COUNTY OF MAUI (Obligee), originally executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)

The above referenced bond amount shall be increased:

FROM: EIGHT HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED NINETY & NO/100 DOLLARS (\$877,590.00)

TO: ONE MILLION TWO HUNDRED THIRTY THREE THOUSAND NINE HUNDRED NINETY & NO/100 DOLLARS (\$1,233,990.00)

This change was effective the 15th day of October, 2017.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.


Sign, Sealed and dated this 16th day of October, 2017.

WESTCHESTER FIRE INSURANCE
COMPANY



Witness

By:



Clarence Regalado, Attorney-in-fact
(Surety)

SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]

STATE OF Hawaii)
) SS.
City & COUNTY OF Honolulu)

On this 16th day of October, 2017,

before me personally came Clarence Regalado
to me known, who, being by me duly sworn, did depose and say that he
resides in Honolulu, HI; that he is the
Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the
corporation described in and which executed the attached instrument; that he
is duly appointed under power of attorney, dated May 15, 2017, which said power
of attorney is attached hereto, is now in force and effect; that he knows
corporate seal of the said corporation; that the seal affixed to the said instrument
is such corporate seal; and that it was so affixed by order of the Board of
Directors of the said corporation; and that he signed his name thereto
by like order.

(Notary Seal)

L.S

Notary Public, Arlene A. Tanaka
State of Hawaii
First Judicial Circuit
My commission expires: 2/27/2020

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____

WESTCHESTER FIRE INSURANCE COMPANY Increase Rider for

Park Assessment Fee Bond No. K08179049 for KAMALANI

VENTURES, LLC

Notary Signature

Doc. Date: 10/16/17 No. of Pages: 3 Jurisdiction: First Judicial Circuit

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by facsimile or such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Ariene A Tansau, Ched Karasaku, Clarence Rogarado, Jeffrey H Case, Michael Grossi all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2017



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney
Stephen M. Haney, Vice President

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

in witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 16th day of October 2017



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 15, 2019.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



File



RECEIVED

2018 MAR 14 PM 3:01

PARKS & RECREATION
PLANNING & DEVELOPMENT

March 9, 2018

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nako'a Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a Rider, dated March 9, 2018, to the **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The Rider increases the original bond from \$1,233,990.00 to \$1,332,990.00, and covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, revised on March 9, 2018, attached herewith.

Additional Park Assessment fees are pertinent to the following:

- B T20151455 (Building 16)
- B T20151460 (Building 23)

If there are any questions or concerns, please contact either Melanie Takushi or myself at (808) 525-6655.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Natalie I. Kiehm
Vice President

KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

April 7, 2017 rev.

June 20, 2017 rev.

October 16, 2017 rev.

March 9, 2018 rev.

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee¹	Adjustments	Assessment
Original Bond 1/18/17	Subdivision File No. 3.2325 <ul style="list-style-type: none"> • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot 	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.1.2. 3-lot exemption; and MCC 18.16.320.1.3. dedication of Lots 5-E and 5-F to County & State, respectively	\$17,910
	B T20151453 (Building 20)	2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)	8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)	8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)	8	"	50% affordable housing	\$71,640
	B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640
Bond Amount:					\$322,380
Rider dated 4/7/17	B T20151452 (Building 18)	2	\$17,910	50% affordable housing	\$17,910
	B T20151457 (Building 19)	4	"	50% affordable housing	\$35,820
	B T20151458 (Building 21)	4	"	50% affordable housing	\$35,820
	B T20151443 (Building 39)	8	"	50% affordable housing	\$71,640
Add'l Bond Amount:					\$161,190

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Rider dated 6/20/17	B T20151446 (Building 8)	8	\$17,910	50% affordable housing	\$71,640
	B T20151447 (Building 9)	8	"	50% affordable housing	\$71,640
	B T20151437 (Building 10)	8	"	50% affordable housing	\$71,640
	B T20151441 (Building 11)	8	"	50% affordable housing	\$71,640
	B T20151442 (Building 12)	8	"	50% affordable housing	\$71,640
	B T20151459 (Building 22)	4	"	50% affordable housing	\$35,820
Add'l Bond Amount:					\$394,020

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ²	Adjustments	Assessment
Rider dated 10/16/17	B T20151444 (Building 5)	8	\$19,800	50% affordable housing	\$79,200
	B T20151436 (Building 6)	8	"	50% affordable housing	\$79,200
	B T20151445 (Building 7)	8	"	50% affordable housing	\$79,200
	B T20151438 (Building 13)	8	"	50% affordable housing	\$79,200
	B T20151456 (Building 17)	4	"	50% affordable housing	\$39,600
Add'l Bond Amount:					\$356,400
Rider dated 3/8/18	B T20151455 (Building 16)	4	\$19,800	50% affordable housing	\$39,600
	B T20151460 (Building 23)	6	"	50% affordable housing	\$59,400
					\$99,000

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.
2. Letter dated July 5, 2017 from Director of Finance, regarding Park Assessment Fees for FY 2017-2018 for the Kihei-Makena Community Plan Area.

WESTCHESTER FIRE INSURANCE COMPANY

DATE: March 8, 2018

Rider to be attached to and form a part of Park Assessment Fee Bond Number K08179049 on behalf of KAMALANI VENTURES LLC and in favor of COUNTY OF MAUI (Obligee), originally executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)

The above referenced bond amount shall be increased:

FROM: ONE MILLION TWO HUNDRED THIRTY THREE THOUSAND NINE HUNDRED NINETY & NO/100 DOLLARS (\$1,233,990.00)

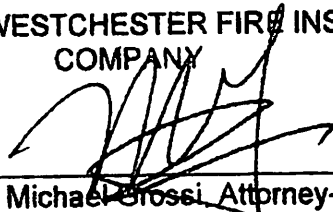
TO: ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED NINETY & NO/100 DOLLARS (\$1,332,990.00)

This change was effective the 9th day of March, 2018.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

Sign, Sealed and dated this 8th day of March, 2018.

Witness

WESTCHESTER FIRE INSURANCE
COMPANY
By: 
Michael Grossi, Attorney-in-fact
(Surety)

**SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]**

STATE OF Hawaii)
City & COUNTY OF Honolulu) ss.

On this 8th day of March, 2018,
before me personally came Michael Grossi
to me known, who, being by me duly sworn, did depose and say that he
resides in Honolulu, HI; that he is the
Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the
corporation described in and which executed the attached instrument; that he
is duly appointed under power of attorney, dated May 15, 2017, which said power
of attorney is attached hereto, is now in force and effect; that he knows
corporate seal of the said corporation; that the seal affixed to the said instrument
is such corporate seal; and that it was so affixed by order of the Board of
Directors of the said corporation; and that he signed his name thereto
by like order.

(Notary Seal)
L)

Notary Public, Arlene A. Tanaka
State of Hawaii
First Judicial Circuit
My commission expires: 02/27/2020

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____
WESTCHESTER FIRE INSURANCE COMPANY Increase Rider for
Park Assessment Fee Bond No. K08179049 for KAMALANI
VENTURES, LLC

Notary Signature

Doc. Date: 03/08/2018 No. of Pages: 3 Jurisdiction: First Judicial Circuit

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, is wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise effect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Ariene A Tanaka, Chad Kerasaki, Clarence Ragsdale, Jeffrey H Case, Michael Gross, all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has herunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2017



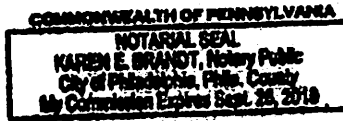
WESTCHESTER FIRE INSURANCE COMPANY

Stephen M Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written



Karen E Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have herunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 8th day of March, 2018



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 15, 2019.

DocuGuard #045-16 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.





RECEIVED

2018 APR 24 PM 1:00

PARKS & RECREATION
PLANNING & DEVELOPMENT

April 24, 2018

Mr. Robert Halvorson
Planning & Development Division
Department of Parks & Recreation
COUNTY OF MAUI
700 Hali'a Nako'a Street, Unit 2
Wailuku, HI 96793

Subject: KAMALANI RESIDENTIAL PROJECT
Kamalani Park Assessment Agreement & Bond
TMK: (2) 3-8-004: 030

Dear Mr. Halvorson:

Transmitted herewith is a Rider, dated April 18, 2018, to the **PARK ASSESSMENT FEE BOND, Bond No. K08179049**, dated January 18, 2017, for subdivision and building permit fees associated the subject project. The Rider increases the original bond from \$1,332,990.00 to \$1,610,190.00, and covers the park assessment fees for permits and approvals noted on the Kamalani Park Assessment Schedule, Bond No. K08179049, revised on April 23, 2018, attached herewith.

Additional Park Assessment fees are pertinent to the following:

- B T20151435 (Building 3)
- B T20151440 (Building 4)
- B T20151451 (Building 14)
- B T20151454 (Building 15)

If there are any questions or concerns, please contact either Melanie Takushi at 872-4328 or myself at (808) 525-6655.

Very truly yours,

KAMALANI VENTURES LLC
By A&B Properties Hawaii, LLC
Its Manager

Natalie I. Kiehm
Vice President

KAMALANI PARK ASSESSMENT SCHEDULE

Bond No. K08179049

January 20, 2017

April 7, 2017 rev.

June 20, 2017 rev.

October 16, 2017 rev.

March 9, 2018 rev.

April 23, 2018 rev.

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee¹	Adjustments	Assessment
Original Bond 1/18/17	Subdivision File No. 3.2325 <ul style="list-style-type: none"> • Lot 5-A: Affordable Housing • Lot 5-B: Future Rec Center • Lot 5-C: Affordable Housing • Lot 5-D: Large Lot • Lot 5-E: Roadway Lot • Lot 5-F: Road Widening Lot 	6 lots (Less 5, includes 2 roadway lots)	\$17,910	MCC 18.16.320.I.2. 3-lot exemption; and MCC 18.16.320.I.3. dedication of Lots 5-E and 5-F to County & State, respectively	\$17,910
	B T20151453 (Building 20)	2	"	50% affordable housing	\$17,910
	B T20151448 (Building 35)	8	"	50% affordable housing	\$71,640
	B T20151450 (Building 36)	8	"	50% affordable housing	\$71,640
	B T20151449 (Building 37)	8	"	50% affordable housing	\$71,640
	B T20151439 (Building 38)	8	"	50% affordable housing	\$71,640
	Bond Amount:				
Rider dated 4/7/17	B T20151452 (Building 18)	2	\$17,910	50% affordable housing	\$17,910
	B T20151457 (Building 19)	4	"	50% affordable housing	\$35,820
	B T20151458 (Building 21)	4	"	50% affordable housing	\$35,820
	B T20151443 (Building 39)	8	"	50% affordable housing	\$71,640
Add'l Bond Amount:					\$161,190

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ¹	Adjustments	Assessment
Rider dated 6/20/17	B T20151446 (Building 8)	8	\$17,910	50% affordable housing	\$71,640
	B T20151447 (Building 9)	8	"	50% affordable housing	\$71,640
	B T20151437 (Building 10)	8	"	50% affordable housing	\$71,640
	B T20151441 (Building 11)	8	"	50% affordable housing	\$71,640
	B T20151442 (Building 12)	8	"	50% affordable housing	\$71,640
	B T20151459 (Building 22)	4	"	50% affordable housing	\$35,820
Add'l Bond Amount:					\$394,020

Date of Bond/Rider	Subdivision # or Building Permit #	# Units	Applicable Park Dedication Fee ²	Adjustments	Assessment
Rider dated 10/16/17	B T20151444 (Building 5)	8	\$19,800	50% affordable housing	\$79,200
	B T20151436 (Building 6)	8	"	50% affordable housing	\$79,200
	B T20151445 (Building 7)	8	"	50% affordable housing	\$79,200
	B T20151438 (Building 13)	8	"	50% affordable housing	\$79,200
	B T20151456 (Building 17)	4	"	50% affordable housing	\$39,600
Add'l Bond Amount:					\$356,400
Rider dated 3/8/18	B T20151455 (Building 16)	4	\$19,800	50% affordable housing	\$39,600
	B T20151460 (Building 23)	6	"	50% affordable housing	\$59,400
Add'l Bond Amount:					\$99,000
Rider dated 4/23/18	B T20151435 (Building 3)	8	"	50% affordable housing	\$79,200
	B T20151440 (Building 4)	8	"	50% affordable housing	\$79,200
	B T20151451 (Building 14)	8	"	50% affordable housing	\$79,200
	B T20151454 (Building 15)	4	"	50% affordable housing	\$39,600
Add'l Bond Amount:					\$277,200

1. Letter dated June 29, 2016 from Director of Finance, regarding Park Assessment Fees for FY 2016-2017 for the Kihei-Makena Community Plan Area.
2. Letter dated July 5, 2017 from Director of Finance, regarding Park Assessment Fees for FY 2017-2018 for the Kihei-Makena Community Plan Area.

WESTCHESTER FIRE INSURANCE COMPANY

DATE: April 18, 2018

Rider to be attached to and form a part of Park Assessment Fee Bond Number K08179049 on behalf of KAMALANI VENTURES LLC and in favor of COUNTY OF MAUI (Obligee), originally executed by WESTCHESTER FIRE INSURANCE COMPANY (Surety) in the amount THREE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED EIGHTY & NO/100 DOLLARS (\$322,380.00)

The above referenced bond amount shall be increased:

FROM: ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED NINETY & NO/100 DOLLARS (\$1,332,990.00)
TO: ONE MILLION SIX HUNDRED TEN THOUSAND ONE HUNDRED NINETY & NO/100 DOLLARS (\$1,610,190.00)

This change is effective the 23rd day of April, 2018.

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

Sign, Sealed and dated this 18th day of April, 2018.

Witness

WESTCHESTER FIRE INSURANCE
COMPANY

By: _____

Michael Grossi, Attorney-in-fact
(Surety)

SURETY ACKNOWLEDGMENT
[FOR USE BY SURETY]

STATE OF Hawaii)
) SS
City & COUNTY OF Honolulu)

On this 18th day of April, 2018,
before me personally came Michael Grossi
to me known, who, being by me duly sworn, did depose and say that he
resides in Honolulu, HI; that he is the
Attorney-in-Fact of WESTCHESTER FIRE INSURANCE COMPANY, the
corporation described in and which executed the attached instrument; that he
is duly appointed under power of attorney, dated May 15, 2017, which said power
of attorney is attached hereto, is now in force and effect; that he knows
corporate seal of the said corporation; that the seal affixed to the said instrument
is such corporate seal; and that it was so affixed by order of the Board of
Directors of the said corporation; and that he signed his name thereto
by like order.

(Notary Seal)
LJ

Arlene A. Tanaka
Notary Public, Hawaii
State of Hawaii
First Judicial Circuit
My commission expires: 02/27/2020

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____
WESTCHESTER FIRE INSURANCE COMPANY Increase Rider for
Park Assessment Fee Bond No. K08179049 for KAMALANI
VENTURES LLC

Notary Signature

Doc. Date: 04/18/2018 No. of Pages: 3 Jurisdiction: First Judicial Circuit

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Arlene A Tanaka, Ched Karasaki, Clarence Regalado, Jeffrey H Case, Michael Gross, all of the City of HONOLULU, Hawaii, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TWENTY FIVE MILLION DOLLARS & ZERO CENTS (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15th day of May 2017



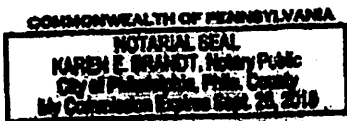
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA 56

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18th day of April 2018.


Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER MAY 15, 2019.

DocuSign #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark and microtext printing on border.



EXHIBIT "B"

NU
D



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
July 3, 2024 8:01 AM
Doc No(s) A - 89500356

Pkg 12394288 MPB

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: \$2,000.00

110

Return by Mail () Pickup () To:

Dept. of Hawaiian Homelands
91-5420 Kapolei Pkwy
Kapolei, HI 96707

TG: 7311470124-5
TGE: 7322409491 (b)
Jeremy Trueblood
This document contains 13 pages

Tax Map Key No.: (2) 3-8-004-035

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "Deed"), dated July 3, 2024 (the "Effective Date"), is made by and between KAMALANI VENTURES LLC, a Hawaii limited liability company ("Grantor"), whose address is 822 Bishop Street, Honolulu, Hawaii 96813, and THE STATE OF HAWAII THROUGH ITS DEPARTMENT OF HAWAIIAN HOME LANDS ("Grantee"), whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, c/o Mr. Kali Watson, Chairman, Hawaiian Homes Commission, State of Hawaii.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, as a tenant in severalty, the real property described in Exhibit "A" attached hereto and by this reference incorporated herein; subject, however, to all encumbrances noted on said Exhibit "A" (the "Property");

TOGETHER WITH the reversions, remainders, rents, issues, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, and all other rights and benefits running with the Property.

Grantor does hereby covenant with Grantee that Grantor has good right to sell and convey said Property; that said Property is free and clear of and from all liens and encumbrances made or suffered by Grantor as of the Effective Date, except for the lien of real property taxes not yet required by law to be paid and the lien of any governmental improvement assessments not yet by law required to be paid, and except for the encumbrances set forth on Exhibit "A" attached hereto; and that Grantor will WARRANT AND

DEFEND the same unto Grantee against the lawful claims and demands of all persons except as specifically set forth herein.

The provisions of this Deed shall be deemed independent and severable, and the invalidity or partial invalidity of any such provision or portion thereof shall not affect the validity or enforceability of any other provisions of this Deed.

The Grantee, for the Grantee and the Grantee's successors and assigns, does hereby further covenant and agree, as covenants running with the land, to observe and perform all terms and conditions contained in all deeds, grants of easements and encumbrances described in this Deed (including in Exhibit "A" to this Deed), each to the extent applicable to Grantee under applicable law, and as the same may be amended or terminated from time to time.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof.


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.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

By: 
Name: Mark A. Beers
Title: Vice President

By: 
Name: Anthony J. Tommasino
Title: Controller

Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on

_____.

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS

By _____
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

Grantee

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

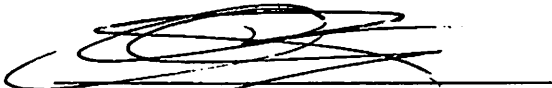
By: _____
Name: Mark A. Beers
Title: Vice President

By: _____
Name: Anthony J. Tommasino
Title: Controller

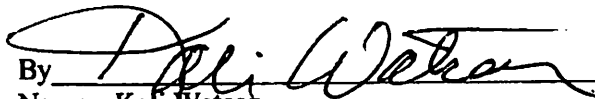
Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on
February 24, 2024.

APPROVED AS TO FORM:


Deputy Attorney General
State of Hawaii

STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS

By: 
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

Grantee

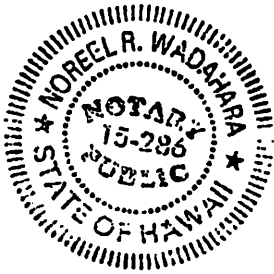
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **MARK A. BEERS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 13

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)



Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

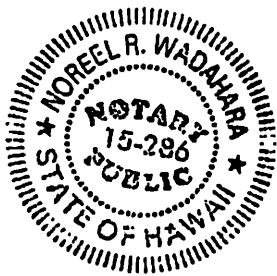
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **ANTHONY J. TOMMASINO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

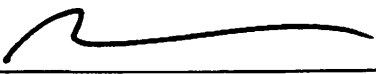
I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 13

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)



Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

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

On this 24 day of June, 2024, before me personally appeared KALI WATSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 13

Document Identification or Description: Limited Warranty Deed

Florence F. Pajardo
Signature of Notary Public

Name: *Florence F. Pajardo*
Notary Public, State of Hawaii

My commission expires: *6/12/2026*

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii



EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahe) situate, lying and being at Pulehunui, Kihei, District of Wailuku, Island and County of Maui, State of Hawaii, being LOT 5-B of the "PULEHUNUI PLAINS SUBDIVISION" as shown on Subdivision File No. 3.2325, approved by the County of Maui on August 31, 2017, and thus bounded and described:

Beginning at the southwest corner of this parcel of land, being also the northwest corner of Lot 5-F of Pulehunui Plains Subdivision, along the northeast side of Piilani Highway (F.A.P. No. NH-0900(59)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA" being 14,701.33 feet south and 30,250.50 feet west thence running by azimuths measured clockwise from true South:

1. 131° 43' 42" 183.83 feet along northeast side of Piilani Highway (F.A.P. No. NH-0900(59));
2. 221° 44' 180.39 feet along Lot 5-A of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahe;

Thence along same, on a curve to the right, the radial azimuth to the point of curve being 197° 45' 18", the radial azimuth to the point of tangent being 210° 14' 07" having a radius of 575.00 feet, the chord azimuth and distance being:

3. 293° 59' 42.5" 125.00 feet;

Thence along same, on a curve to the left, the radial azimuth to the point of curve being 98° 02' 45", the radial azimuth to the point of tangent being 78° 05' 50" having a radius of 63.00 feet, the chord azimuth and distance being:

4. 358° 04' 17.5" 21.82 feet;

Thence along same, on a curve to the left, the radial azimuth to the point of curve being 15° 49' 14", the radial azimuth to the point of tangent being 299° 49' 51" having a radius of 85.00 feet, the chord azimuth and distance being:

5. 247° 49' 32.5" 104.65 feet;
6. 209° 49' 51" 59.70 feet along same;
7. 299° 49' 51" 24.66 feet along same;

Thence along same, on a curve to the right with a radius of 476.00 feet, the chord azimuth and distance being:

8. 302° 08' 42" 38.44 feet;

9. 304° 27' 33" 12.55 feet along same;

Thence along Roadway Lot 5-E of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi, on a curve to the right with a radius of 10.00 feet, the chord azimuth and distance being:

10. 347° 14' 55" 13.59 feet;

11. 30° 02' 17" 18.99 feet along same;

12. 120° 02' 17" 0.50 feet along same;

13. 29° 21' 41.99 feet along same;

Thence along same, on a curve to the left, the radial azimuth to the point of curve being 120° 02' 17", the radial azimuth to the point of tangent being 101° 48' 51" having a radius of 384.00 feet, the chord azimuth and distance being:

14. 20° 55' 34" 121.62 feet;

Thence along same, on a curve to the right with a radius of 35.00 feet, the chord azimuth and distance being:

15. 51° 00' 38" 44.24 feet;

16. 90° 12' 25" 46.07 feet along same;

17. 172° 51' 53" 4.03 feet along same;

18. 90° 12' 25" 10.32 feet along same;

19. 82° 55' 36" 45.65 feet along same;

Thence along same on a curve to the left with a radius of 219.00 feet, the chord azimuth and distance being:

20. 71° 40' 05" 85.51 feet to the point of beginning and containing an area of 1.550 acres, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS

GRANTOR : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, successor by merger to A&BHawaii, Inc. and successor by conversion to Alexander & Baldwin, Inc.

GRANTEE : KAMALANI VENTURES LLC, a Hawaii limited liability company, as Tenant in Severalty

DATED : April 6, 2015
RECORDED : Document No. A-55830770

Together with a non-exclusive easement on, over, across, under along and through the Easement Area, approximately shown and designated as "Access Easement" on map attached thereto, as granted by Grant of Easements (Access and Utilities) dated December 18, 2018, effective, recorded as Document No. A-69260487, subject to the terms and provisions contained therein.

Together with (a) a right and easement on, over, across, under along and through (i) the Open Space Easement Area, for community garden and open space uses, (ii) the Retention/Detention Easement Areas and Retention Basin Easement Area, for retention basin and related uses, and (iii) the Diversion Ditch Easement Areas for diversion ditch purposes; and (b) a non-exclusive right and easement on, over, under, across and through the Open Space Easement Area for utility purposes; approximate locations on map attached thereto, as granted by Grant of Easements (Open Space, Utilities, Retention/Detention Basin, Diversion Ditch) dated December 18, 2018, effective, recorded as Document No. A-69260489; subject to the terms and provisions contained therein.

Together with a nonexclusive easement for vehicular and pedestrian access purposes over and across Easement "A-1" affecting Lot 5-A, as granted by GRANT OF ACCESS EASEMENT dated JUL 03 2024, recorded as Document No. A- Doc A - 89500352; as shown on map attached thereto and being more particularly described therein; subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Restriction of abutter's rights of vehicle access, into and from Piilani Highway, Federal Project No. RF-031-1 (5), acquired by the STATE OF HAWAII, by FINAL ORDER OF CONDEMNATION dated September 14, 1982, filed in the Circuit Court of the Second Circuit, State of Hawaii, on September 14, 1982, Civil No. 3886, recorded in Liber 16661 at Page 712 on October 28, 1982.

3. GRANT

TO : MAUI 100 PARTNERS, a Hawaii general partnership

DATED : November 8, 1984

RECORDED : Liber 18325 Page 614

GRANTING : a non-exclusive right and easement for drainage purposes over Easement "F" more particularly described therein

AMENDED AND RESTATED DRAINAGE EASEMENT dated January 4, 1985, recorded in Liber 18400 at Page 439.

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

Exhibit "A"
Page 3 of 7

DATED : April 3, 2009
RECORDED : Document No. 2009-051059

Said Declaration was amended by instrument dated August 3, 2021, recorded as Document No. A-79090780.

5. RESTRICTION OF VEHICLE ACCESS RIGHTS

ALONG : Piilani Highway F.A.P. No. F-RF-031-1 (5)
REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor, dated January 19, 2009, last revised June 12, 2012, and approved by the Director of Public Works of the County of Maui, on June 29, 2012 (Subdivision File Number: 3.2221)

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RECIPROCAL COVENANTS

DATED : July 26, 2012
RECORDED : Document No. A-45900314

7. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING

DATED : July 8, 2014
RECORDED : Document No. A-53191023

8. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED WITH COVENANTS AND
RESERVATIONS

DATED : April 6, 2015
RECORDED : Document No. A-55830770

PARTIAL TERMINATION AND RELEASE OF DEED RESERVATIONS dated
effective JUL 03 2024, recorded as Document No. A- Doc A - 89500353 .

-Note:- The foregoing terminates the reservation of the right to designate and to grant easements for access, electrical, gas, cable television, water, sewer, drainage, irrigation, communications and other utility facilities and purposes as to Lot 5-B.

9. The terms and provisions contained in the following:

INSTRUMENT : RESIDENTIAL WORKFORCE HOUSING AGREEMENT FOR
KAMALANI

DATED : June 23, 2015
RECORDED : Document No. A-56550796
PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, "County"

FIRST AMENDMENT TO RESIDENTIAL WORKFORCE HOUSING AGREEMENT FOR KAMALANI dated July 3, 2017, recorded as Document No. A-64020583.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-_____, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

10. The terms and provisions contained in the following:

INSTRUMENT : ACCESS PHASING AGREEMENT KIHEI RESIDENTIAL PROJECT

DATED : -- (acknowledged October 5, 2015)
RECORDED : Document No. A-57780824
PARTIES : COUNTY OF MAUI, by and through its Department of Public Works, a political subdivision of the State of Hawaii, "County", and KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer"

11. The terms and provisions contained in the following:

INSTRUMENT : PARK ASSESSMENT AGREEMENT FOR (KAMALANI)

DATED : April 6, 2016
RECORDED : Document No. A-59490691
PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer", and COUNTY OF MAUI, by and through its Department of Public Works, a political subdivision of the State of Hawaii, "County"

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-_____, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.
Doc A 89500354

12. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation and HAWAIIAN TELCOM, INC., a Hawaii corporation

DATED : May 4, 2017

RECORDED : Document No. A-63540752
GRANTING : a non-exclusive easement for utility purposes

13. RESTRICTION OF VEHICULAR ACCESS RIGHTS

ALONG : ROADWAY LOT 5-F
REFERENCED : on map prepared by Justin H. Lapp, Land Surveyor with Austin, Tsutsumi, & Associates Inc., dated February 17, 2015, last revised May 9, 2017, approved by the Department of Public Works, County of Maui, Subdivision File Number 3.2325, on August 31, 2017

14. DESIGNATION OF EASEMENT "Z-1"

PURPOSE : landscape
REFERENCED : on subdivision map prepared by Justin H. Lapp, Land Surveyor, with Austin, Tsutsumi, & Associates, Inc., dated February 17, 2015, last revised May 9, 2017, approved by the Department of Public Works, County of Maui, Subdivision File Number 3.2325, on August 31, 2017

15. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SHARED FACILITIES, EASEMENTS AND DEVELOPER RESERVED RIGHTS

DATED : March 13, 2019
RECORDED : Document No. A-70170200

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-
Doc A 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

-Note:- The foregoing, among other things, assigns the "Reserved Rights" described in Article IV of the Instrument.

16. Any rights or interests which may exist or arise by reason of the following encroachments or other matters shown on ALTA/NSPS Survey prepared by Justin H. Lapp, Land Surveyor, with Austin, Tsutsumi & Associates, Inc., dated May 23, 2024, revised June 19, 2024:

- (A) Planter crosses into Subject Parcel from Lot 5-A by as much as 2.7 feet.
- (B) Telephone boxes cross into Subject Parcel from Roadway Lot 5-E (Kamahiawa Parkway), by as much as 0.8 feet.
- (C) Transformer boxes cross into Subject Parcel from Roadway Lot 5-E (Kamahiawa

Parkway), by as much as 21.0 feet.

- (D) Concrete sidewalk crosses into Subject Parcel from Roadway Lot 5-E (Kamahiawa Parkway), by as much as 1.0 feet.
- (E) Electric boxes cross into Subject Parcel from Roadway Lot 5-E (Kamahiawa Parkway), by as much as 7.0 feet.
- (F) Asphalt ramp crosses into Subject Parcel from Roadway Lot 5-E (Kamahiawa Parkway), by as much as 1.3 feet.
- (G) Planter crosses into Roadway Lot 5-E (Kamahiawa Parkway) from Subject Parcel, by as much as 0.8 feet.
- (H) Planter crosses into Roadway Lot 5-E (Kamahiawa Parkway) from Subject Parcel, by as much as 0.3 feet.
- (I) Planter from Subject Parcel continues on to Piilani Highway.

ND



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

July 3, 2024 8:01 AM

Doc No(s) A - 89500357

/s/ LESLIE T KOBATA
REGISTRAR

Pkg 12394288 MPB

Conveyance Tax: \$80,100.00

M/D

Return by Mail (✓) Pickup () To:
Dept. of Hawaiian Homelands
91-5420 Kapolei Parkway
Kapolei, HI 96707

TG: 7311470124 S

TGE: 7322409491 RB
Jeremy Trueblood

This document contains 19 pages

Handwritten initials RB and a circled 'C'.

Tax Map Key No.: (2) 3-8-004-036

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "Deed"), dated July 3, 2024 (the "Effective Date"), is made by and between KAMALANI VENTURES LLC, a Hawaii limited liability company ("Grantor"), whose address is 822 Bishop Street, Honolulu, Hawaii 96813, and THE STATE OF HAWAII THROUGH ITS DEPARTMENT OF HAWAIIAN HOME LANDS ("Grantee"), whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, c/o Mr. Kali Watson, Chairman, Hawaiian Homes Commission, State of Hawaii.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, as a tenant in severalty, the real property described in Exhibit "A" attached hereto and by this reference incorporated herein; subject, however, to all encumbrances noted on said Exhibit "A" (the "Property");

TOGETHER WITH the reversions, remainders, rents, issues, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, and all other rights and benefits running with the Property.

Grantor does hereby covenant with Grantee that Grantor has good right to sell and convey said Property; that said Property is free and clear of and from all liens and encumbrances made or suffered by Grantor as of the Effective Date, except for the lien of real property taxes not yet required by law to be paid and the lien of any governmental improvement assessments not yet by law required to be paid, and except for the encumbrances set forth on Exhibit "A" attached hereto; and that Grantor will WARRANT AND

DEFEND the same unto Grantee against the lawful claims and demands of all persons except as specifically set forth herein.

The provisions of this Deed shall be deemed independent and severable, and the invalidity or partial invalidity of any such provision or portion thereof shall not affect the validity or enforceability of any other provisions of this Deed.

The Grantee, for the Grantee and the Grantee's successors and assigns, does hereby further covenant and agree, as covenants running with the land, to observe and perform all terms and conditions contained in all deeds, grants of easements and encumbrances described in this Deed (including in Exhibit "A" to this Deed), each to the extent applicable to Grantee under applicable law, and as the same may be amended or terminated from time to time.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof.


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.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

By: 
Name: Mark A. Beers
Title: Vice President

By: 
Name: Anthony J. Tommasino
Title: Controller

Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

**STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS**

By _____
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

Grantee

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

By: _____
Name: Mark A. Beers
Title: Vice President


By: _____
Name: Anthony J. Tommasino
Title: Controller


Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on
February 21, 2024 .

**STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS**

APPROVED AS TO FORM:

By: 
Name: Kafi Watson
Its: Chair, Hawaiian Homes Commission



Deputy Attorney General
State of Hawaii

Grantee

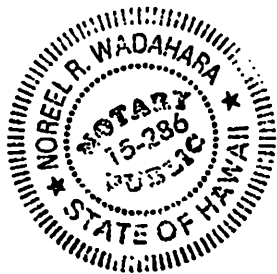
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **MARK A. BEERS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 19

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)



Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

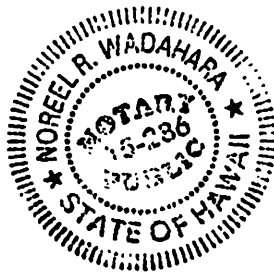
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **ANTHONY J. TOMMASINO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.


I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 19

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)



Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

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

On this 24 day of June, 2024, before me personally appeared **KALI WATSON**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 19

Document Identification or Description: Limited Warranty Deed

Florence F. Pajardo
Signature of Notary Public

Name: Florence F. Pajardo
Notary Public, State of Hawaii

My commission expires: 6/12/2026

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii



EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahealani) situate, lying and being at Pulehunui, Kihei, District of Wailuku, Island and County of Maui, State of Hawaii, being LOT 5-D of the "PULEHUNUI PLAINS SUBDIVISION" as shown on Subdivision File No. 3.2325 approved by the County of Maui on August 31, 2017, and thus bounded and described:

Beginning at the southwest corner of this parcel of land, being also the southeast corner of Lot 5-C of Pulehunui Plains Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA" being 14,666.29 feet south and 29,528.77 feet west thence running by azimuths measured clockwise from true South:

1. 180° 00' 297.25 feet along Lot 5-C of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahealani;
2. 269° 48' 37" 46.51 feet along Roadway Lot 5-E of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahealani;

Thence along same, on a curve to the right with a radius of 1970.00 feet, the chord azimuth and distance being:

3. 271° 55' 35" 145.48 feet;
4. 184° 02' 33" 64.00 feet along same;

Thence along same, on a curve to the left with a radius of 2034.00 feet, the chord azimuth and distance being:

5. 91° 55' 35" 150.21 feet;
6. 89° 48' 37" 175.58 feet along same;
7. 181° 18' 26" 212.52 along Lot 5-A of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahealani;
8. 303° 26' 53" 101.60 feet along Lot 2 of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahealani;
9. 278° 41' 53" 140.00 feet along same;
10. 272° 01' 53" 255.50 feet along same;
11. 262° 41' 53" 275.00 feet along same;

12.	257°	28'	53"	429.00	feet along same;
13.	275°	33'	53"	139.00	feet along same;
14.	261°	01'	53"	153.65	feet along same;
15.	297°	33'	53"	192.00	feet along same;
16.	290°	26'	53"	420.00	feet along Lots 2 and 7 of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi;
17.	264°	16'	53"	269.00	feet along Lot 7 of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi;
18.	275°	56'	53"	90.00	feet along same;
19.	294°	01'	53"	178.80	feet along same;
20.	317°	01'	53"	222.00	feet along same;
21.	278°	33'	53"	181.65	feet along same;
22.	216°	47'	53"	338.00	feet along same;
23.	263°	06'	53"	335.00	feet along same;
24.	287°	59'	53"	511.00	feet along same;
25.	302°	16'	53"	406.00	feet along same;
26.	306°	31'	53"	153.50	feet along same;
27.	294°	41'	53"	227.60	feet along same;
28.	310°	16'	53"	210.80	feet along same;
29.	354°	59'	53"	48.00	feet along same;
30.	307°	01'	53"	85.00	feet along same;
31.	313°	51'	53'	141.00	feet along same;
32.	323°	46'	53"	100.30	feet along same;
33.	311°	33'	53"	233.75	feet along same;
34.	323°	46'	53'	180.00	feet along same;

35. 306° 01' 53" 131.00 feet along same;
36. 284° 29' 53" 256.00 feet along same;
37. 289° 31' 53" 472.25 feet along same;
38. 92° 58' 53" 1804.74 feet along Grant 9325, Apana 4 to Haleakala Ranch Company;
39. 115° 09' 23" 1223.54 feet along Lot 134-A of Hale Piilani Subdivision along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi;
40. 131° 28' 43" 599.16 feet along Lot 134-B of Hale Piilani Subdivision and Lot 147 of Hale Piilani Subdivision - Phase II, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi;
41. 98° 30' 53" 1616.00 feet along Lots 147 through 171 of Hale Piilani Subdivision - Phase II and Lot 122 of Hale Piilani Subdivision - Phase I, along the remainder of L.P. 8140, L.C.Aw. 5230 to Keaweamahi;
42. 83° 04' 23" 728.00 feet along Lots 112 through 122 of Hale Piilani Subdivision - Phase I, along the remainder of L.P. 140, L.C.Aw. 5230 to Keaweamahi;
43. 78° 00' 53" 161.00 feet along Lot 109 of Hale Piilani Subdivision - Phase I, along the remainder of L.P. 140, L.C.Aw. 5230 to Keaweamahi;
44. 82° 51' 53" 82.81 feet along Lot 108 of Hale Piilani Subdivision - Phase I, along the remainder of L.P. 140, L.C.Aw. 5230 to Keaweamahi, to the point of beginning and containing an area of 79.812 acres, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS

GRANTOR : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, successor by merger to A&BHawaii, Inc. and successor by conversion to Alexander & Baldwin, Inc.

GRANTEE : KAMALANI VENTURES LLC, a Hawaii limited liability company, as Tenant in Severalty

DATED : April 6, 2015
RECORDED : Document No. A-55830770

Together with a non-exclusive easement for water system purposes as granted by GRANT OF EASEMENTS WITH OPTION TO SUBDIVIDE AND DEDICATE (Water System) as of December 18, 2018, recorded as Document No. A-69260488, as amended by instrument dated as of October 12, 2021, recorded as Document No. A-79910985; and subject to the terms and provisions contained therein.

QUITCLAIM ASSIGNMENT AND ASSUMPTION OF GRANT OF EASEMENTS in favor of the STATE OF HAWAII, by its DEPARTMENT OF HAWAIIAN HOME LANDS, dated JUL 03 2024, recorded as Document No. A-Doc A 89500355.

Together with a non-exclusive easement on, over, across, under along and through the Easement Area, approximately shown and designated as "Access Easement" on map attached thereto, as granted by Grant of Easements (Access and Utilities) dated December 18, 2018, effective, recorded as Document No. A-69260487, subject to the terms and provisions contained therein.

Together with (a) a right and easement on, over, across, under along and through (i) the Open Space Easement Area, for community garden and open space uses, (ii) the Retention/Detention Easement Areas and Retention Basin Easement Area, for retention basin and related uses, and (iii) the Diversion Ditch Easement Areas for diversion ditch purposes; and (b) a non-exclusive right and easement on, over, under, across and through the Open Space Easement Area for utility purposes; approximate locations on map attached thereto, as granted by Grant of Easements (Open Space, Utilities, Retention/Detention Basin, Diversion Ditch) dated December 18, 2018, effective, recorded as Document No. A-69260489; subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to:

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

2. GRANT

TO : COUNTY OF MAUI
 DATED : December 11, 1979
 RECORDED : Liber 14533 Page 229
 GRANTING : an easement over said Easement "D"

ABOVE GRANT AMENDED BY INSTRUMENT

DATED : as of September 30, 2019
 RECORDED : Document No. A-72230471

3. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS
 DATED : April 3, 2009
 RECORDED : Document No. 2009-051059

Said Declaration was amended by instrument dated August 3, 2021, recorded as Document No. A-79090780.

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RECIPROCAL COVENANTS

DATED : July 26, 2012
RECORDED : Document No. A-45900314

5. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED : July 8, 2014
RECORDED : Document No. A-53191023

6. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS

DATED : April 6, 2015
RECORDED : Document No. A-55830770

PARTIAL TERMINATION AND RELEASE OF DEED RESERVATIONS dated effective JUL 03 2024, recorded as Document No. A- Doc A - 89500353.

-Note:- The foregoing terminates the reservation of the right to designate and to grant easements for access, electrical, gas, cable television, water, sewer, drainage, irrigation, communications and other utility facilities and purposes as to Lot 5-D.

7. The terms and provisions contained in the following:

INSTRUMENT : RESIDENTIAL WORKFORCE HOUSING AGREEMENT FOR KAMALANI

DATED : June 23, 2015
RECORDED : Document No. A-56550796
PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, "County"

FIRST AMENDMENT TO RESIDENTIAL WORKFORCE HOUSING AGREEMENT FOR KAMALANI dated July 3, 2017, recorded as Document No. A-64020583.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-

Exhibit "A"
Page 5 of 13

Doc A - 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

8. The terms and provisions contained in the following:

INSTRUMENT : ACCESS PHASING AGREEMENT KIHEI RESIDENTIAL PROJECT

DATED : --- (acknowledged October 5, 2015)
RECORDED : Document No. A-57780824
PARTIES : COUNTY OF MAUI, by and through its Department of Public Works, a political subdivision of the State of Hawaii, "County", and KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer"

9. The terms and provisions contained in the following:

INSTRUMENT : PARK ASSESSMENT AGREEMENT FOR (KAMALANI)

DATED : April 6, 2016
RECORDED : Document No. A-59490691
PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, "County"

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 0 3 2024, recorded as Document No. A-Doc A - 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

10. The terms and provisions contained in the following:

INSTRUMENT : ENCROACHMENT AGREEMENT

DATED : October 28, 2016
RECORDED : Document No. A-61620793
PARTIES : KAMALANI VENTURES, LLC, a Hawaii limited liability company, "KV", and PERFECTO FUNTANILLA and MILA FUNTANILLA, husband and wife, "Funtanilla"

Said Agreement was amended by instrument dated May 24, 2017, recorded as Document No. A-63610803.

11. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation and HAWAIIAN TELCOM, INC., a Hawaii corporation

DATED : May 4, 2017
RECORDED : Document No. A-63540752
GRANTING : a non-exclusive easement for utility purposes over, across, through and under Easements "Z-2" and "Z-3", said easements being more particularly described therein

12. DESIGNATION OF EASEMENT "X-1" and "X-2"

PURPOSE : temporary access
REFERENCED : on subdivision map prepared by Justin H. Lapp, Land Surveyor, with Austin, Tsutsumi, & Associates, Inc., dated February 17, 2015, last revised May 9, 2017, approved by the Department of Public Works, County of Maui, Subdivision File Number 3.2325, on August 31, 2017

13. DESIGNATION OF EASEMENT "Z-2" and "Z-3"

PURPOSE : landscape
REFERENCED : on subdivision map prepared by Justin H. Lapp, Land Surveyor, with Austin, Tsutsumi, & Associates, Inc., dated February 17, 2015, last revised May 9, 2017, approved by the Department of Public Works, County of Maui, Subdivision File Number 3.2325, on August 31, 2017

14. GRANT

TO : COUNTY OF MAUI
DATED : January 7, 2019
RECORDED : Document No. A-69530390
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-12", said easement being more particularly described therein

15. GRANT

TO : COUNTY OF MAUI
DATED : January 7, 2019
RECORDED : Document No. A-69530391
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-11", said easement being more particularly described therein

16. GRANT

TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69530392
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-10", said easement being more particularly described therein

17. GRANT

TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69530393
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-9", said easement being more particularly described therein

18. GRANT

TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69530394
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-8", said easement being more particularly described therein

19. GRANT

TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69530395
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-7", said easement being more particularly described therein

20. GRANT

TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69530396
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-4", said easement being more particularly described therein

21. GRANT

- TO : COUNTY OF MAUI
- DATED : January 7, 2019
 RECORDED : Document No. A-69530397
 GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-25", said easement being more particularly described therein
22. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
 RECORDED : Document No. A-69530398
 GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-2", said easement being more particularly described therein
23. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
 RECORDED : Document No. A-69530399
 GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-3", said easement being more particularly described therein
24. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
 RECORDED : Document No. A-69530401
 GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-1A", said easement being more particularly described therein
25. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
 RECORDED : Document No. A-69540466
 GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-13", said easement being more particularly described therein

26. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
RECORDED : Document No. A-69540467
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-14", said easement being more particularly described therein
27. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
RECORDED : Document No. A-69540468
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-15", said easement being more particularly described therein
28. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
RECORDED : Document No. A-69540469
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-16", said easement being more particularly described therein
29. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
RECORDED : Document No. A-69540470
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-17", said easement being more particularly described therein
30. GRANT
- TO : COUNTY OF MAUI
- DATED : January 7, 2019
RECORDED : Document No. A-69540471

- GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-18", said easement being more particularly described therein

- 31. GRANT
 - TO : COUNTY OF MAUI
 - DATED : January 7, 2019
 - RECORDED : Document No. A-69540472
 - GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-19", said easement being more particularly described therein

- 32. GRANT
 - TO : COUNTY OF MAUI
 - DATED : January 7, 2019
 - RECORDED : Document No. A-69540473
 - GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-20", said easement being more particularly described therein

- 33. GRANT
 - TO : COUNTY OF MAUI
 - DATED : January 7, 2019
 - RECORDED : Document No. A-69540474
 - GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-22", said easement being more particularly described therein

- 34. GRANT
 - TO : COUNTY OF MAUI
 - DATED : January 7, 2019
 - RECORDED : Document No. A-69540475
 - GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-23", said easement being more particularly described therein

- 35. GRANT
 - TO : COUNTY OF MAUI

DATED : January 7, 2019
RECORDED : Document No. A-69540476
GRANTING : a nonexclusive easement for access to a water meter and for waterline purposes, over, under, across and through Easement "W-24", said easement being more particularly described therein

36. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SHARED FACILITIES, EASEMENTS AND DEVELOPER RESERVED RIGHTS

DATED : March 13, 2019
RECORDED : Document No. A-70170200

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-
Doc A - 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

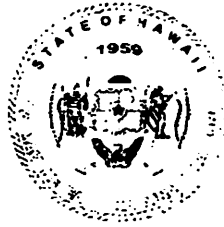
-Note:- The foregoing, among other things, assigns the "Reserved Rights" described in Article IV of the Instrument.

37. Any rights or interests which may exist or arise by reason of the following encroachments or other matters shown on ALTA/NSPS Survey prepared by Justin H. Lapp, Land Surveyor, with Austin, Tsutsumi & Associates, Inc., dated May 23, 2024, revised June 19, 2024:

- (A) Electrical boxes cross into Subject Parcel from Roadway Lot 5-E (Kamahiwa Parkway), by as much as 5.7 feet.
- (B) AC road crosses into Subject Parcel from Roadway Lot 5-E (Kamahiwa Parkway), by as much as 4.8 feet.
- (C) Gravel road crosses into Roadway Lot 5-E Kamahiwa Parkway from Subject Parcel, by as much as 5.0 feet.
- (D) Gravel road crosses into Lot 2-A from Subject Parcel, by as much as 59.0 feet.
- (E) Gravel road crosses into Lot 7 from Subject Parcel, by as much as 65.5 feet.
- (F) Riprap crosses into Lot 7 from Subject Parcel, by as much as 90.0 feet.
- (G) 6" waterline is of unknown ownership.
- (H) Wire fence from Subject Parcel continues onto Lot 7 and TMK: (2) 2-2-002: 016.
- (I) Chain link fence crosses into Subject Parcel from Lot 109, by as much as 1.7 feet.

- (J) Chain link fence crosses into Subject Parcel from Lot 170, by as much as 0.7 feet.
- (K) Wire fence crosses into Subject Parcel from Lot 162, by as much as 0.4 feet.
- (L) Concrete step crosses into Subject Parcel from Lot 162, by as much as 6.0 feet.
- (M) Concrete step crosses into Subject Parcel from Lot 160, by as much as 6.2 feet.
- (N) Boulders cross into Subject Parcel from Lot 158, by as much as 7.0 feet.
- (O) Wooden deck crosses into Subject Parcel from Lot 158, by as much as 0.5 feet.
- (P) Wooden steps cross into Subject Parcel from Lot 155, by as much as 2.6 feet.
- (Q) Boulders cross into Subject Parcel from Lot 151, by as much as 6.2 feet.
- (R) Wire fence crosses into Subject Parcel from Lot 150, by as much as 0.4 feet.
- (S) CMU wall crosses into Subject Parcel from Lot 149, by as much as 0.8 feet.
- (T) Wire fence crosses into Subject Parcel from Lot 148, by as much as 6.8 feet.
- (U) Chicken coop crosses into Subject Parcel from Lot 147, by as much as 4.7 feet.
- (V) Concrete steps cross into Subject Parcel from Lot 147, by as much as 0.2 feet.
- (W) Riprap crosses into Lot 2 from Subject Parcel, by as much as 2.7 feet.
- (X) Boulders, wooden deck, CMU wall, wooden steps, and chicken coop are located within Easement D for water transmission line purposes.
- (Y) Plastic construction fence is located within Easement W-1A for waterline purposes.

20



STATE OF HAWAII
BUREAU OF CONVEYANCES

RECORDED

July 3, 2024 8:01 AM

Doc No(s) A - 89500358

Pkg 12394288 MPB

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: \$600.00

MC

Return by Mail () Pickup () To:

Dept. of Hawaiian Homelands
91-5420 Kapolei Pkwy
Kapolei, HI 96707

TG: 7311470124-5

TGE: 7322409491
Jeremy Trueblood

This document contains 10 pages *RS* (1)

Tax Map Key No.: (2) 3-8-004-037

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "Deed"), dated July 3, 2024 (the "Effective Date"), is made by and between KAMALANI VENTURES LLC, a Hawaii limited liability company ("Grantor"), whose address is 822 Bishop Street, Honolulu, Hawaii 96813, and THE STATE OF HAWAII THROUGH ITS DEPARTMENT OF HAWAIIAN HOME LANDS ("Grantee"), whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, c/o Mr. Kali Watson, Chairman, Hawaiian Homes Commission, State of Hawaii.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, as a tenant in severalty, the real property described in Exhibit "A" attached hereto and by this reference incorporated herein; subject, however, to all encumbrances noted on said Exhibit "A" (the "Property");

TOGETHER WITH the reversions, remainders, rents, issues, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, and all other rights and benefits running with the Property.

Grantor does hereby covenant with Grantee that Grantor has good right to sell and convey said Property; that said Property is free and clear of and from all liens and encumbrances made or suffered by Grantor as of the Effective Date, except for the lien of real property taxes not yet required by law to be paid and the lien of any governmental improvement assessments not yet by law required to be paid, and except for the encumbrances set forth on Exhibit "A" attached hereto; and that Grantor will WARRANT AND

DEFEND the same unto Grantee against the lawful claims and demands of all persons except as specifically set forth herein.

The provisions of this Deed shall be deemed independent and severable, and the invalidity or partial invalidity of any such provision or portion thereof shall not affect the validity or enforceability of any other provisions of this Deed.

The Grantee, for the Grantee and the Grantee's successors and assigns, does hereby further covenant and agree, as covenants running with the land, to observe and perform all terms and conditions contained in all deeds, grants of easements and encumbrances described in this Deed (including in Exhibit "A" to this Deed), each to the extent applicable to Grantee under applicable law, and as the same may be amended or terminated from time to time.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof.


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.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

By: 
Name: Mark A. Beers
Title: Vice President

By: 
Name: Anthony J. Tommasino
Title: Controller

Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

**STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS**

By _____
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

Grantee

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Deed as of the Effective Date set forth above.

KAMALANI VENTURES LLC,
a Hawaii limited liability company

By A & B Properties Hawaii, LLC, Series T, a Series of a
Delaware limited liability company
Its Manager

By: _____
Name: Mark A. Beers
Title: Vice President

By: _____
Name: Anthony J. Tommasino
Title: Controller


Grantor

Approved by the Hawaiian Homes
Commission at its meeting held on
February 21, 2024.

APPROVED AS TO FORM:


Deputy Attorney General
State of Hawaii

STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS

By: 
Name: Kali Watson
Its: Chair, Hawaiian Homes Commission

Grantee

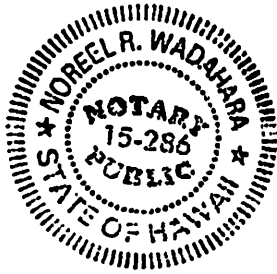
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **MARK A. BEERS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 16

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)



Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

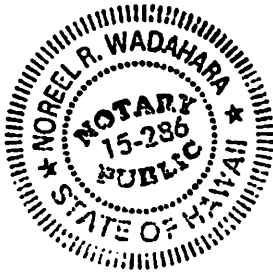
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of June, 2024, before me personally appeared **ANTHONY J. TOMMASINO**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 10

Document Identification or Description: Limited Warranty Deed



(Official Stamp or Seal)

A handwritten signature in black ink, appearing to be "Noreel R. Wadahara".

Signature of Notary Public

Name: Noreel R. Wadahara
Notary Public, State of Hawaii

My commission expires: August 9, 2027

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

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

On this 24 day of June, 2024, before me personally appeared KALI WATSON, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: _____ or Undated at time of notarization No. of Pages: 10

Document Identification or Description: Limited Warranty Deed

Florence F. Pajardo
Signature of Notary Public

Name: *Florence F. Pajardo*
Notary Public, State of Hawaii

My commission expires: *6/12/2026*

Jurisdiction in which notarial act is performed:
First Circuit, State of Hawaii

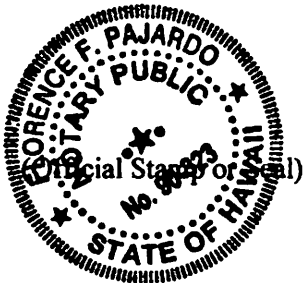


EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Pulehunui, Kihei, District of Wailuku, Island and County of Maui, State of Hawaii, being LOT 5-F, portion of Lot 5 of the PULEHUNUI PLAINS SUBDIVISION, and thus bounded and described:

Beginning at the northwest corner of this parcel of land, being also the southwest corner of Lot 5-B of Pulehunui Plains Subdivision, along the northwest side of Piilani Highway (F.A.P. No. NH-0900(59)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA" being 14,701.33 feet south and 30,250.50 feet west thence running by azimuths measured clockwise from true South:

Along Lot 5-B of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi, on a curve to the right with a radius of 219.00 feet, the chord azimuth and distance being:

1. 251° 40' 05" 85.51 feet;
2. 262° 55' 36" 45.65 feet along same;
3. 270° 12' 25" 10.32 feet along same;
4. 352° 51' 53" 17.61 feet along Lot 5-B and Roadway Lot 5-E (Kamahiwa Parkway) of Pulehunui Plains Subdivision, along the remainder of L.P. 8140, L.C. Aw. 5230 to Keaweamahi;
5. 82° 51' 53" 70.00 feet along the north side of Piilani Highway (F.A.P. No. NH-0900(59));

Thence along same, on a curve to the left with a radius of 165.00 feet, the chord azimuth and distance being:

6. 72° 30' 16" 59.35 feet;
7. 131° 43' 42" 17.32 feet along the northeast side of Piilani Highway (F.A.P. No. NH-0900(59)) to the point of beginning and containing an area of 0.056 of an acre, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS

GRANTOR : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, successor by merger to A&BHawaii, Inc. and successor by conversion to Alexander & Baldwin, Inc.

GRANTEE : KAMALANI VENTURES LLC, a Hawaii limited liability company, as Tenant in Severalty
DATED : April 6, 2015
RECORDED : Document No. A-55830770

SUBJECT, HOWEVER, to:

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

2. GRANT

TO : MAUI 100 PARTNERS, a Hawaii general partnership

DATED : November 8, 1984

RECORDED : Liber 18325 Page 614

GRANTING : a non-exclusive right and easement for drainage purposes over Easement "F" more particularly described therein

AMENDED AND RESTATED DRAINAGE EASEMENT dated January 4, 1985, recorded in Liber 18400 at Page 439.

3. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

DATED : April 3, 2009

RECORDED : Document No. 2009-051059

Said Declaration was amended by instrument dated August 3, 2021, recorded as Document No. A-79090780.

4. RESTRICTION OF VEHICLE ACCESS RIGHTS

ALONG : Piilani Highway F.A.P. No. F-RF-031-1 (5)

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor, dated January 19, 2009, last revised June 12, 2012, and approved by the Director of Public Works of the County of Maui, on June 29, 2012 (Subdivision File Number: 3.2221)

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RECIPROCAL COVENANTS

DATED : July 26, 2012

RECORDED : Document No. A-45900314

6. The terms and provisions contained in the following:

**INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING**

DATED : July 8, 2014
RECORDED : Document No. A-53191023

7. The terms and provisions contained in the following:

**INSTRUMENT : LIMITED WARRANTY DEED WITH COVENANTS AND
RESERVATIONS**

DATED : April 6, 2015
RECORDED : Document No. A-55830770

**PARTIAL TERMINATION AND RELEASE OF DEED RESERVATIONS dated
effective JUL 03 2024, recorded as Document No. A- Doc A - 89500353.**

**-Note:- The foregoing terminates the reservation of the right to designate and to grant
easements for access, electrical, gas, cable television, water, sewer, drainage,
irrigation, communications and other utility facilities and purposes as to Lot 5-F.**

8. The terms and provisions contained in the following:

**INSTRUMENT : RESIDENTIAL WORKFORCE HOUSING AGREEMENT FOR
KAMALANI**

DATED : June 23, 2015
RECORDED : Document No. A-56550796
**PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability
company, "Developer", and the COUNTY OF MAUI, a political
subdivision of the State of Hawaii, "County"**

**FIRST AMENDMENT TO RESIDENTIAL WORKFORCE HOUSING AGREEMENT
FOR KAMALANI dated July 3, 2017, recorded as Document No. A-64020583.**

**ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND
OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-
Doc A - 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF
HAWAIIAN HOME LANDS.**

9. The terms and provisions contained in the following:

**INSTRUMENT : ACCESS PHASING AGREEMENT KIHEI RESIDENTIAL
PROJECT**

DATED : --- (acknowledged October 5, 2015)

RECORDED : Document No. A-57780824
PARTIES : COUNTY OF MAUI, by and through its Department of Public Works, a political subdivision of the State of Hawaii, "County", and KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer"

10. The terms and provisions contained in the following:

INSTRUMENT : PARK ASSESSMENT AGREEMENT FOR (KAMALANI)

DATED : April 6, 2016

RECORDED : Document No. A-59490691

PARTIES : KAMALANI VENTURES LLC, a Hawaii limited liability company, "Developer", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, "County"

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS dated JUL 03 2024, recorded as Document No. A-
Doc A - 89500354, in favor of the STATE OF HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS.

11. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation

DATED : May 4, 2017

RECORDED : Document No. A-63540752

GRANTING : a non-exclusive easement for utility purposes

12. Rights of others who may, along with Grantee, have unrecorded easement or access rights for roadway purposes in Lot 5-F.

DIGEST

ORDINANCE NO. _____
BILL NO. 159 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII,
DEPARTMENT OF HAWAIIAN HOME LANDS

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the State of Hawaii, Department of Hawaiian Home Lands to release the Department or Hawaiian Home Lands from any obligations under the Park Assessment Agreement between Kamalani Ventures LLC and the County of Maui.

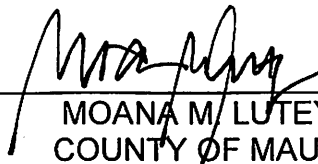
I, MOANA M. LUTEY, County Clerk of the County of Maui, State of Hawaii, DO
HEREBY CERTIFY that the foregoing BILL NO. 159 (2024) was passed on First Reading
by the Council of the County of Maui, State of Hawaii, on the 15th day of November, 2024,
by the following vote:

AYES: Councilmembers Tom Cook, Natalie A. Kama, Tamara A. M. Paltin,
Keani N. W. Rawlins-Fernandez, Shane M. Sinenci, Nohelani
U'u-Hodgins, Vice-Chair Yuki Lei K. Sugimura, and Chair Alice L.
Lee.

NOES: None.

EXCUSED: Councilmember Gabriel Johnson.

DATED at Wailuku, Maui, Hawaii, this 18th of November, 2024.



MOANA M. LUTEY, COUNTY CLERK
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,
County of Maui, for use and examination by the public.