

CHARMAINE TAVARES
Mayor



JEFFREY K. ENG
Director

ERIC H. YAMASHIGE, P.E., L.S.
Deputy Director

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DEPARTMENT OF WATER SUPPLY

COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793-2155
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April 6, 2010

Honorable Charmaine Tavares
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Charmaine Tavares 4/6/10
Mayor Date

For transmittal to:

Honorable Michael P. Victorino
Chair, Water Resources Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Victorino:

Subject: **ACCESS THROUGH THE HANS MICHEL PROPERTY FOR MAINTENANCE AND OPERATION OF KANAHA VALLEY STREAM (WR-27)**

Thank you for your February 12, 2010 request to update comments on the status of the agreements with Mr. Hans Michel. We have updated the previously submitted report of July 31, 2009, and highlight the following:

- a) Continuously coordinated with Mr. Michel condition of siltation at the intake to monitor conditions and performed remedial work between December 18, 2009 and January 8, 2010, and
- b) Reviewed Certificate of Title report prepared by Title Guaranty of Hawaii, Inc. dated July 17, 2009. The roadway and waterline easements held by the State of Hawaii through the Michel property were assigned to the department by instrument dated October 3, 2005 and recorded as document no. 2005-205100, said document referring to the June 3, 1994 agreement. A document dated May 23, 2005, recorded as document no. 2005-205101, amended the

"By Water All Things Find Life"



previously recorded document and reduced the wellsite from 8,348 square feet to 2,000 square feet. A copy of the title report, and a map highlighting the Michel property and the awards, are attached for your information. The report identifies three of the four awards have "broken" title.

There are two agreements; the original June 3, 1994 agreement (referred to in the October 3, 2005 agreement), and a May 23, 2005 amendment identifying conditions. This discussion updates our status letters of September 11, 2006, February 23, 2007, September 5, 2007, March 19, 2008, December 10, 2008 (letter to Mr. Michel), February 23, 2009, and July 31, 2009.

JUNE 3, 1994 AGREEMENT between Hans Michel (Owner) and the Board of Water Supply, County of Maui (Board).

1. **Water Meter for the Property:** The board shall provide a 5/8-inch water meter on property and adjacent to existing 0.30 MG Kanaha tank after (1) owner makes request, and (2) owner enters into elevation agreement. Owner shall pay for water consumed.

Comment: Mr. Michel has not submitted an application for water meter, and an elevation agreement is not done. Mr. Michel needs to initiate this request, however, has indicated he is not interested in securing this meter.

2. **Maintenance of Dirt Roadway Located Between the Lahainaluna High School's Piggery and the Board's Kanaha Pump Station No. 2:** The board shall maintain the existing roadway and stream crossing within the property, and pursue a resolution with the State of Hawaii to maintain the existing roadway and stream crossing within the state's property. The board shall limit maintenance work to repair of damage or wear caused by board with crushed rock waste or base course. Damage to the stream crossing due to storm flow shall be jointly funded by owner and board.

Comment: Done, and ongoing. The board, or department, has delivered and placed base course on the existing roadways on numerous occasions. The department has also completed the repair of the stream crossing in 2008 at the department's sole expense, and delivered and placed base course material on the access roadway.

3. **Drainage Control Improvements Within the Board's 0.30 MG Kanaha Tank Site:** Board shall repair damages to roadway adjacent to Kanaha tank site caused by runoff through the tank site. Repair work to restore ground to original condition as reasonably possible.

Comment: Done. Although a dry-stack rock wall was originally considered, the department constructed a hollow tile wall along the tanksite boundary to eliminate drainage concerns. This work was completed in June 2007. Prior to that work, the department imported base course and graded this area on numerous occasions.

- 4. Board Vehicles Parking on the Property Adjacent to the 0.30 MG Kanaha Tank:** Owner shall allow board vehicles to park adjacent to tank, and grade to maintain the parking area.

Comment: Done. As noted in condition 3, the department constructed a hollow tile wall to permanently address grading and drainage concerns.

- 5. Grading of the Roadway Near the Tank Site Access Driveway Gate:** Board shall perform excavation work, one-time to the satisfaction of owner, for vehicle turn-around near tank site access.

Comment: Done.

- 6. Board 0.30 MG Kanaha Tank Site Boundary Adjustment:** Board shall modify the subdivision map (SD 90-15) to delete portion of land Owner wishes to acquire. Owner shall coordinate with State to acquire State owned land.

Comment: Ongoing. Early in the project a consultant prepared a preliminary subdivision plat. That plat was not submitted because of land title issues. The title report prepared by Title Guaranty Escrow & Title Services confirms the broken title concerns, and the County will not accept applications for subdivision.

- 7. Easements:** Owner shall grant easements to Board for (1) Board vehicle parking, (2) 0.30 MG Kanaha tank overflow discharge, (3) Kanaha tank surface runoff discharge, (4) pump prelubrication discharges at pump stations 1 & 2, (5) vehicular access along existing dirt road to Kanaha tank site & pump stations 1 & 2, and (6) waterlines and appurtenances.

Comment: The title report identifies the assignment of easements from the State to DWS via recorded document no. 2005-205100. Real Property Tax Office reports the Michel assessment is discounted for these easement areas.

- 8. Repair Eroded Areas Within the Property and Along the Pedestrian Trail:** The board shall discuss with the State of Hawaii and Pioneer Mill the Owner's request to repair pedestrian trail along cliff eroded by overflow water from screenbox, and erosion on property caused by overflow water.

Comment: Ongoing. The design of the overflow allows water to cascade over the cliff wall. This 1994 design consolidates two prior outlets into one, collecting overflow from the Department of Education tanks, the DWS finish water tank, and return water from the DWS Lahaina Water Treatment Facility.

9. **Boulder Removal:** Board, at its cost, remove or relocate 5 boulders from property.

Comment: Done.

10. **Relocation of Board Waterlines:** Board, at its cost, relocate portion of 6-inch waterline from pump station 2 into access easement.

Comment: In past conversation with Mr. Michel, relocation of the waterline at this time is not cost effective, and serves no purpose. Relocation of the waterline into the proposed easement is intended when repairs are required, or the easements will be designated to encompass the existing waterline location.

11. **Ownership of the Pump Site No. 2:** Owner shall dedicate to Board title to Kanaha Pump Site No. 2, as revised. Ownership revert back to owner if pump station function abandoned.

Comment: Ongoing. Pioneer Mill's quitclaim deed to Mr. Michel dated May 6, 1981 and recorded May 19, 1981 (liber 15554/page 213) reserved to the state the use and possession of the tanksite until a subdivision to create a lot is completed. That right was assigned to the department. Real Property Tax Office reports the Michel assessment is discounted for this land area.

12. **Relocation of Access Gate at Pump Station No. 2:** Board shall relocate vehicle access gate to east (south?) side of site. Owner to grant easements for roadway and power pole relocation.

Comment: Ongoing. The Owner and Department recently entered into an agreement to reduce the pump site from 8,348 square feet to 2,000 square feet, with necessary easement adjustments. This amendment to agreement dated May 23, 2005, recorded in the Bureau of Conveyances October 10, 2005 at 2:00 PM, document no. 2005-205101. The conditions of that agreement are discussed later. In January 2009 the department installed an access gate on the south side of the pump station site.

13. **Grading of Land Near Pump Station No. 2 for Access Onto Kanaha Stream:** The board discuss with State and Pioneer Mill excavation work to access stream with heavy equipment.

Comment: Done, heavy equipment access into the stream is available.

14. **Flowage Easement for Discharge From the Lahaina Water Treatment Plant Improvements and the Existing State and Pioneer Mill Co., Ltd. Water System:** Board pay \$25,000 for flowage easement from south boundary line of property to Kanaha Valley.

Comment: Done.

15. **Payment of Attorney Fees:** Board pay Owner \$900.00 for attorney fees during May 11, 1993 meeting.

Comment: Done.

16. **Reimbursement to the Owner for Improvements Performed by the Owner Which Benefitted the Board:** Board pay Owner \$40,000.00 for materials, equipment and labor for various maintenance and improvements.

Comment: Done.

17. **Damage or Injury from Landslide or Earthquake and Falling rocks:** Owner not responsible or liable for damages or injury resulting from landslide, earthquake or falling rocks.

18. **Stream Crossing and Heavy Flood Water:** Owner not responsible for loss or injury when crossing stream.

19. **Damage to Vehicle and Injuries to Employees and Agents:** Owner's property is a farm. Owner not responsible for damage or injury caused by collision with animals.

20. The Board shall not grant permission over roadway easements, except employees and agents pursuing Board's business.

MAY 23, 2005 AMENDMENT TO AGREEMENT between Hans Michel (Owner) and Department of Water Supply (Department). Recorded in Bureau of Conveyances on October 10, 2005 at 2:00 PM, document no. 2005-205101.

1. **Revise Kanaha Pump Site 2:** Revise Kanaha Pump Station Site 2 (Lot B) to:
(a) 2,000 square feet area reflected by existing fenced site and parking lot turn-around, and (b) revise 20-foot wide easements 9 and 12 to follow south boundary of Lot B.

Comment: The subdivision process related to this item is not complete, however, the use and possession of the land is established in the quitclaim deed between Pioneer Mill and Mr. Michel.

2. Revise Exhibits A & B (1994) with Exhibits A-1 and B-1 (2005).

Comment: These exhibits show the above mentioned revisions.

3. Other terms, covenants, and conditions of 1994 agreement unchanged.

In addition, an August 31, 2006 letter from then Water Resources Committee Chair Michelle Anderson provided two additional worksheets prepared by Mr. Michel. The first, possibly dated March 20, 2006 appears to review the 1994 agreement conditions, and the second dated August 2, 2006 appears to identify additional conditions.

MARCH 20, 2006 (not readable) Handwritten Work Sheet prepared by Mr. Michel apparently reviewing the conditions of the 1994 agreement. We list Mr. Michel's comments, however, each condition is addressed earlier in this letter.

1. Water Meter for Property 5/8 inch. Not ready Not Done.
 2. Road Maintenance after Rain Storm Dec. 07. Not Done
 3. Done
 4. Done
 5. Done
 6. Done
 7. Not Complete – Land Title
 8. Not Done Pedestrian Kuleana Trail.
 9. Done
 10. Not Done Waterline into Road Easement
 11. Not Complete – Land Title Pump No. 2
 12. Gate Pump No 2. Not Done Land Title
 13. Not Complete No Cement
 14. Note Complete Flowage Easement Water fall erosion No Cement – Tree trim
 15. Done
 16. Done
2. Amendment Agreement from 2005, No. 2005-205100 = No. 2005-205101

AUGUST 2, 2006 Handwritten Work Sheet prepared by Mr. Michel.

1. Steam Crossing repair – “checked” on worksheet.
2. Stonewall destroyed to Pump No. 2 – “checked” on worksheet. Response:
Several years ago a dry stack rock wall constructed by Mr. Michel was damaged

- by an excavator hired by the Department. After much discussion and consideration of alternatives, the Department repaired the rockwall in 2006.
3. 2. Amendment 2005, recover Lawyer Fee \$3,697.75 + interest – Response: This amendment to the 1994 agreement was initiated by, and benefits Mr. Michel. The department does not, and did not, represent an intent to pay these fees.
 4. Flume ramp puka – Response: This comment appears to refer to the roadway approach ramp to the cattle guard under the flume. Although not part of any agreement, the department hardened this approach in 2008.
 5. Cattle Guard rail bent 4p x 14.Ft – Response: Based on field observation, only 2 rails were damaged and required replacement. These rails were replaced in January 2009.
 6. Road wash out from 2002 – 2007 Dec. – “checked” on worksheet. Response: This area where runoff crosses the access to Mr. Michel’s property is a constant maintenance effort, and the department has addressed on many occasions.
 7. Waterfall erosion + Tree trim – Response: See condition 8 of the 1994 agreement.
 8. Stonewall along side of fence. Water tank – “checked” on worksheet. Response: See conditions 3 & 4 of the 1994 agreement.
 9. Cement crossing to well No. 2 need Repair – Response: The department feels the condition of this crossing is adequate.
 10. Puka in pipeline band-aid fix – Response: The department repairs “pukas” or small breaks with repair clamps, the industry standard for such repairs.
 11. Subdivide Well No 2. 1977 in Service – Response: See conditions 6 & 11 of the 1994 agreement.
 12. Cut turn around by Well No. 2 to Intake – Response: Based on field observation and operations, the department does not feel this work is necessary.
 13. Property back Tax from 1972 plus Interest – Response: This is not a condition of any agreement, and Mr. Michel has not lost use of the lands, however, RPT Office reported the assessment on the proposed land entitlements to the department was about 23-cents for FY2008. RPT has awarded that assessment since 2000.
 14. Survey Road Map incorrect – Response: The land surveyor or engineer who prepared the map certified its correctness, however, conditions may have changed. Topographic features will be verified if necessary.
 15. Missing B-mark Intake “X” – Response: This is not a condition of any agreement.
 16. Survey Family Land Loi TMK 4-6-17-1 – Response: This is not a condition of any agreement.
 17. Stream Crossing by Well No 2 need Cement – Response: This is not a condition of any agreement.
 18. Plus 1994 Contract Incomplete – Response: See comments on 1994 agreement status.
 19. Tank side Fire hydrant as Promised for all the Headache + Inconvenience – Response: This is not a condition of any agreement, however, the department did review this request and determined a fire hydrant in the vicinity of the tank will

Honorable Michael Victorino
Chair, Water Resources Committee
April 6, 2010
Page 8

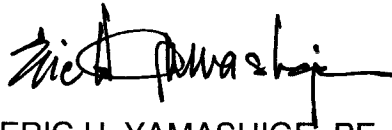
not provide any pressure for fire protection, and would be misrepresentative of availability.

In addition to the above noted discussion, in 2004 the Department constructed a man bridge to provide safe crossing of the stream during high flows.

Following the December 2007 storm and related damages, the department reinforced the intake dam, restored the spillway and addressed the undermining caused by erosion. The department worked with Civil Defense and FEMA to recover the costs associated with this recovery. We also hired a contractor on two occasions in 2007 to excavate the eroded landslide material accumulated behind the dam, and again in 2009. We continue to monitor the deposits and will coordinate the services of a contractor to remedy this condition when appropriate.

Thank you for the opportunity to provide this update. We continue to pursue the outstanding matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric H. Yamashige". The signature is fluid and cursive, with a horizontal line extending to the right.

ERIC H. YAMASHIGE, PE, LS
Deputy Director

Attachments

copy: Hans Michel

CERTIFICATE OF TITLE
(Regular System)
(BROKEN TITLE)

Issued for the sole protection of
COUNTY OF MAUI, ENGINEERING DEPARTMENT

(Certificate Holder)
Maximum liability limited to
\$1,000.00

Ticor Title Insurance Company (the "Company") hereby certifies that a careful examination has been made of those indices in the State of Hawaii at (a) the Office of the Clerks of the Supreme Court and of the Circuit Court of the Judicial Circuit within which the land is located, (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii, (c) the Office of the Registrar of Conveyances, and (d) the Office of the Tax Assessor and Director of Finance of the County within which the land is located, as of July 17, 2009 at 8:00 a.m., as to the title of


HANS F. MICHEL
and
EMILY ANN MICHEL,
Trustees of the Hans F. Michel and Emily Ann
Michel Trust dated July 28, 2005,
with full powers to sell, mortgage, lease,
or otherwise deal with land

and is subject to those matters set forth in Schedule B.

This Certificate of Title is issued subject to the Conditions and Stipulations set forth in Schedule D.

Inquiries concerning this Certificate of Title should be directed to ABEL LEW.
Email alew@tghawaii.com
Fax (808) 533-5854
Telephone (808) 533-5860.
Refer to Order No. 200907343.

Title Guaranty of Hawaii,
Incorporated, as Agent for
Ticor Title Insurance Company

By 
Authorized Signatory

SCHEDULE B

CT No. 67240

Defects, liens, encumbrances and other matters affecting the title, as disclosed by an examination of the indices referred to in Schedule A hereof.

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

Tax Key: (2) 4-6-017-012 Area Assessed: 4.390 acres

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

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Rights of native tenants as reserved in Royal Patent Number 4388 and Land Commission Award Number 11216, Apana 15.
4. Matters arising out of the failure of a patent to have issued on Land Commission Award 3702, Apana 1 to David Malo. The Company assumes no obligation to procure any patent or to pay commutation, if any, which may be owed thereon.
5. Free flowage of Kanaha Stream.
6. DITCH as shown on tax map.

SCHEDULE B CONTINUED

7. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation

DATED : September 22, 1980

RECORDED : Liber 15106 Page 201

GRANTING : a perpetual right and easement for utility purposes as shown on maps attached thereto and more particularly described as follows:

EASEMENT 1-D

Being an easement for electrical purposes, over, under and across a portion of R.P. 4388, L.C.Aw. 8452, Apana 4 to Keohokalole, situate at Panaewa, Lahaina, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at the southwesterly corner of this easement, being also a point on the westerly boundary line of Section 1 (Exclusion) of Lot D-1 of Ld. Ct. App. 403, the coordinates of said point of beginning, referred to Government Survey Triangulation Station "LAINA", being 1335.01 feet South and 3898.39 feet East, and running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|--------|--|
| 1. | 191° 38' | 25.55 | feet along said Lot D-1; |
| 2. | 293° 35' | 48.11 | feet along remainder of R.P. 4388, L.C.Aw. 8452, Ap. 4 to Keohokalole; |
| 3. | 287° 37' | 194.52 | feet along same; |
| 4. | 266° 45' | 99.61 | feet along same; |
| 5. | 294° 00' | 52.68 | feet along said Lot D-1, |
| 6. | 154° 00' | 16.50 | feet along same; |
| 7. | 285° 00' | 51.40 | feet along same; |

SCHEDULE B CONTINUED

8.	86° 45'	190.00	feet along remainder R.P. 4388, L.C.Aw. 8452, Ap. 4 to Keohokalole;
9.	2° 42'	76.20	feet along same;
10.	92° 42'	5.00	feet along same;
11.	182° 42'	76.25	feet along same;
12.	107° 37'	198.80	feet along same;
13.	113° 35'	44.16	feet along same to the point of beginning and containing an area of 9963 square feet.

EASEMENT 1-F

Being an easement for electrical purposes, over, under and across a portion of L.C.Aw. 3072, Ap. 1 to David Malo, situate at Panaewa, Lahaina, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at the northwesterly corner of this easement, being also a point on the northerly boundary line of Section 1 (Exclusion) of Lot D-1 of Ld. Ct. App. 403, the coordinates of said point of beginning, referred to Government Survey Triangulation "LAINA", being 1693.71 feet South and 4850.59 feet East, and running by azimuths measured clockwise from true South:

1.	200° 00'	47.07	feet along said Lot D-1 of Ld. Ct. App. 403;
2.	312° 05'	24.14	feet along remainder L.C.Aw. 3072, Ap. 1 to David Malo;
3.	42° 05'	25.00	feet along same;

SCHEDULE B CONTINUED

4. 132° 05' 64.02 feet along same to the point of beginning and containing an area of 1102 square feet.
8. RIGHT OF FIRST REFUSAL set forth in Quitclaim Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, by and between PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, "Grantor" and HANS FRITZ MICHEL, "Grantee".
9. Reservation of water rights in favor of Pioneer Mill Company, Limited as reserved in Quitclaim Deed dated May 6, 1981, recorded in Liber 15554 at Page 213.
10. A 20-FOOT WIDE EASEMENT for roadway and waterline purposes, in favor of all other lands owned by PIONEER MILL COMPANY, LIMITED, in Kahana Valley, as disclosed in Quitclaim Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, and more particularly described as follows:

Beginning at the Northwest corner of this easement, said point being 11° 38' 00" 182.63 feet from the Northerly corner of said land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being 1,306.76 feet South and 3,905.20 feet East, and running by azimuths measured clockwise from true South:

1. 290° 15' 00" 117.08 feet along remainder of said L. C. Aw. 8452, Ap. 4 to Keohokalole;
2. 287° 00' 00" 147.84 feet along same;
3. 206° 00' 00" 38.41 feet along same;
4. 294° 00' 00" 20.01 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
5. 26° 00' 00" 37.49 feet along remainder of said L. C. Aw. 8452, Ap. 4 to Keohokalole;

SCHEDULE B CONTINUED

6.	295°	05'	00"	33.63	feet along same;
7.	281°	10'	00"	41.66	feet along same;
8.	268°	20'	00"	100.81	feet along same and along remainder of said L. C. Aw. 10667, Ap. 3 to Pikanele;
9.	279°	00'	00"	56.48	feet along remainders of said L. C. Aw. 10667, Ap. 3 to Pikanele and said L. C. Aw. 11216 to Kekauonohi;
10.	262°	30'	00"	40.77	feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
11.	286°	00'	00"	60.26	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
12.	293°	00'	00"	10.00	feet along same;
13.	12°	15'	00"	171.30	feet along remainders of said L.C. Aw. 11216 to Kekauonohi and said L. C. Aw. 3702, Ap. 1 to David Malo;
14.	290°	15'	00"	58.22	feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
15.	281°	30'	00"	98.72	feet along same;
16.	322°	30'	00"	35.13	feet along same;
17.	300°	15'	00"	96.01	feet along same;
18.	280°	40'	00"	52.62	feet along same;
19.	264°	25'	00"	60.92	feet along same;
20.	10°	00'	00"	20.76	feet along same;

SCHEDULE B CONTINUED

21.	84°	25'	00"	58.21	feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
22.	100°	40'	00"	58.91	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
23.	120°	15"	00"	103.40	feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
24.	142°	30'	00"	16.37	feet along same;
25.	21°	20'	00"	46.36	feet along same;
26.	100°	40'	00"	20.35	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
27.	201°	20'	00"	46.63	feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
28.	101°	30'	00"	84.71	feet along same;
29.	110°	15'	00"	81.54	feet along same;
30.	192°	15'	00"	180.91	feet along same and along remainder of said L. C. Aw. 11216 to Kekauonohi;
31.	106°	00'	00"	42.22	feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
32.	82°	30'	00"	39.51	feet along same;
33.	99°	00'	00"	57.51	feet along same and along remainders of said L. C. Aw. 10667, Ap. 3 to Pikanele and said L. C. Aw. 8452 Ap. 4 to Keohokalole;

SCHEDULE B CONTINUED

34.	88°	20'	00"	101.19	feet along remainder of said L. C. Aw. 8452, Ap. 4 to Keohokalole;
35.	101°	10'	00"	46.35	feet along same;
36.	115°	05'	00"	45.51	feet along same;
37.	107°	00'	00"	156.26	feet along same;
38.	110°	15'	00"	114.62	feet along same;
39.	191°	38'	00"	20.23	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands) to the point of beginning and containing an area of 28,377 square feet.

Reserving unto Pioneer Mill Company, Limited the right to grant and convey to others easement rights over, under and across the foregoing easement.

11. A 20-FOOT WIDE easement for roadway purposes in favor of all other lands owned by PIONEER MILL COMPANY, LIMITED in Kahana Valley, as disclosed in Quitclaim Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, and more particularly described as follows:

Beginning at the Northeast corner of this easement the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being 1,693.49 feet South and 4,848.39 feet East, and running by azimuths measured clockwise from true South:

1.	127°	00'	00"	22.45	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
2.	10°	00'	00"	51.33	feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo;
3.	264°	25'	00"	20.76	feet along same;

SCHEDULE B CONTINUED

4. 190° 00' 00" 35.56 feet along remainder of said L. C. Aw. 3702, Ap. 1 to David Malo to the point of beginning and containing an area of 869 square feet.

Reserving unto Pioneer Mill Company, Limited the right to grant and convey to others easement rights over, under and across the foregoing easement.

12. AGREEMENT by and between PIONEER MILL COMPANY, LIMITED and the STATE OF HAWAII to sell a portion of the lands described in Schedule "C", designated as Lot B, as disclosed in Quitclaim Deed dated May 6, 1981, recorded in liber 15554 at Page 213, and shown on map attached thereto, together with a non-exclusive easement for roadway and waterline purposes and the right to use and possess Lot B prior to the conveyance thereof.

The foregoing Agreement was assigned to the COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY by the State of Hawaii under AGREEMENT dated June 3, 1994 by and between the Board of Water Supply of the County of Maui and HANS FRITZ MICHEL, the owner, by instrument dated October 3, 2005, recorded as Document No. 2005-205100, consisting of a well site containing an area of 8,348 square feet and roadway and waterline easements containing an area of 29,246 square feet and subject to rights of native tenants and regulatory rights and ownership rights (if any) over prehistoric or historic remains found on, or under the land.

The foregoing Agreement dated June 3, 1994 was amended by AMENDMENT TO AGREEMENT dated May 23, 2005 and recorded as Document No. 2005-205101.

SCHEDULE B CONTINUED

13. GRANT

TO : HAWAIIAN TELEPHONE COMPANY now known as HAWAIIAN
TELCOM, INC., a Hawaii corporation

DATED : August 15, 1981

RECORDED : Liber 15806 Page 319

GRANTING : a perpetual right and easement for utility purposes
over, under and across Easements 1-D and 1-F as
described therein and shown on maps attached
thereto.

14. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii
corporation, and GTE HAWAIIAN TELEPHONE
INCORPORATED, now known as HAWAIIAN TELCOM, INC., a
Hawaii corporation

DATED : December 1, 1995

RECORDED : Document No. 96-025483

GRANTING : a perpetual right and easement for utility purposes
as shown on map attached thereto.

15. The terms and provisions contained in the following:

INSTRUMENT : QUITCLAIM DEED

DATED : May 6, 1981

RECORDED : Liber 15554 Page 213

16. The land is not a lot of record. There shall be no liability by
reason of the failure to comply with applicable subdivision
ordinances, laws or regulations.

-Note:- No insurance with respect to the land described in
Schedule C will be provided.

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

-Note:- The Company will not insure or otherwise be liable for
any loss or damage by reason of lack of access to and
from the land.

18. Any and all existing roadways, trails, easements, rights of way
and irrigation ditches.

SCHEDULE B CONTINUED

19. All rights, claims and/or interests of others which exist or might arise by virtue of those matters set forth in the following memorandum:

-AS TO LAND COMMISSION AWARD NUMBER 10667,
ROYAL PATENT NUMBER 2399-

Land Commission Award Number 10667 was issued to PIKANELE on November 18, 1853. The land under search comprises all of Apana 3 of said award, situate in the Ahupuaa of Waianae, containing an area of 2,178 square feet, more or less, and shown hatched on map attached hereto as Exhibit "A". Subsequently, Royal Patent Number 2399 was issued on February 10, 1856.

No conveyance(s) appear of record by PIKANELE (k).

Probate Number 39, filed on December 16, 1857 in the Circuit Court of Second Circuit, is of the Estate of PIKANELE (k), Deceased. The Petition for Letters of Administration, filed therein, stated that said decedent died intestate in November 1857 at Lahaina. That he was survived by his wife, HANA KAUNAHU (w), having no children, surviving parent, blood relations or descendants. On December 17, 1857, J.D. KAHOAKA (k) and HANA KAUNAHU (w) were appointed as Administrators of the estate.

The Administrator's Accounts, filed on April 19 and 21, 1858 listed the following inventory: "Kuleana parcel at Polapola, Lahaina, 2 loi, and a Kuleana parcel at Kelewea, Apana 4 of Royal Patent 1841". On April 10, 1861 was filed the Hearing on the Petition of the Administrators for Discharge which stated in part, to-wit: "No objection being made and the accounts being satisfactory. The administrators were discharged. No Order of Distribution found within the foregoing proceedings. Nothing further was had in this matter.

By Deed dated April 1, 1867, recorded in Liber 24 at Page 28, HANA KAUNAHU (w) conveyed to KEAWE (k), also known as D.W. KEAWE (k), her husband, all of her right, title and interest in and to a parcel of land in the Ahupuaa of Waianae, being Royal Patent No. 2399, besides other lands.

SCHEDULE B CONTINUED

No conveyance(s) appear of record by KEAWE (k), also known as D.W. KEAWE, nor is there a probate proceeding of his estate or judicial determination of his heirs.

-AS TO THE INTEREST OF PIONEER MILL COMPANY, LIMITED:-

By Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, conveyed to HANS FRITZ MICHEL all of its right, title and interest in and to Royal Patent No. 2399, Land Commission Award No. 10667, Apana 3 to PIKANELE, besides other lands. This instrument is silent as to the manner by which said Grantor acquired this interest.

No Conveyance(s) appear of record to PIONEER MILL COMPANY, LIMITED of the land under search.

By Deed dated July 28, 2005, recorded as Document No. 2005-164554, HANS FRITZ MICHEL, also known as HANS F. MICHEL and his wife, Emily Ann Michel, conveyed to HANS F. MICHEL and EMILY ANN MICHEL as Trustees of the Hans F. Michel and Emily Ann Michel Trust dated July 28, 2005, with full powers to sell, mortgage, lease, or otherwise deal with land, all of his right, title and interest in and to Royal Patent No. 2399, Land Commission Award No. 10667, Apana 3 to PIKANELE, besides other lands.

No conveyance(s) appear of record by HANS F. MICHEL and EMILY ANN MICHEL as Trustees of the Hans F. Michel and Emily Ann Michel dated July 28, 2005.

-AS TO LAND COMMISSION AWARD NUMBER 3702-

Land Commission Award Number 3702 was issued to DAVIDA MALO on September 14, 1852. The land under search comprises all of Apana 1 of said award, containing an area of 1.71875 acres, more or less, situate in the ili of "Kiholaa", in the Ahupuaa of Moalii, Lahaina, Maui and shown hatched on map attached hereto as Exhibit "B". There is no record of a Land Patent issued on said Apana.

No conveyance(s) appear of record by DAVIDA MALO, also known as DAVID MALO.

SCHEDULE B CONTINUED

Probate Number 618, filed on March 24, 1854 in the Supreme Court of the Hawaiian Islands, is of the Estate of DAVID MALO, Deceased, testate. By Will dated October 15, 1853, admitted to probate on May 6, 1854, Testator devised and bequeathed unto his wife, REBECCA MALO, "one (1) Kuleana at Moalii, Lahaina" (the land under search), a kuleana at Alamihi, Lahaina and "one (1) kuleana at Pakala, Lahaina", besides other lands. The remaining real property was devised unto his daughter, AALAIIOA (w), also known as EMMA MALO.

No conveyance(s) appear of record by REBECCA MALO, also known as REBECCA KALU, wife of Charles Kalu. There is no record of a probate proceeding of her estate or judicial determination of her heirs.

However, probate proceedings under Probate Number 575 filed in the Circuit Court of the Second Circuit, the Estate of CHARLES KALU, Deceased, stated that said REBECCA KALU, the wife of CHARLES KALU, died in 1870 and had a daughter named Emma, the wife of J.M. Kapena.

-AS TO THE INTEREST OF EMMA MALO KAPENA:-

There appears of record Deed dated June 12, 1871, recorded in Liber 32 at Page 292, in which EMMA MALO KAPENA and her husband, John M. Kapena, conveyed to CAMPBELL & TURTON all of her right, title and interest in and to Land Commission Award No. 3702 to DAVID MALO, situated in "Pakala" (land not under search) and "devised by Will admitted to probate by Hon. L. Andrews in 1854 to Rebecca wife of David Malo and mother of said Emma Malo Kapena and inherited from said Rebecca, now deceased, by the said Emma Malo Kapena.

By Deed dated June 8, 1891, recorded in Liber 32 at Page 277, EMMA MALO KAPENA and her husband, J. M. KAPENA, conveyed to D. PUNOHU all of her right, title and interest in and to Apana 1 of Land Commission Award No. 3702 to D. Malo, known as "Kihalaa" and situate at Moalii, Lahaina, containing an area of 1.71875 acres. This instrument is silent as to the manner by which said Grantors acquired this interest.

SCHEDULE B CONTINUED

By Deed dated October 6, 1881, recorded in Liber 71 at Page 328, D. PUNOHU conveyed to Mrs. KAPIKA WALTERS all of his right, title and interest in and to Apana 1 of Land Commission Award No. 3702 to D. MALO, situate at Kihalaa, Lahaina, Maui.

-AS TO THE INTEREST OF KAPIKA WALTERS (W),
ALSO KNOWN AS KAPIKA WALTER (W):-

No conveyance(s) appear of record by KAPIKA WALTERS, also known as KAPIKA WALTER.

Probate Number 2951, filed on August 28, 1895 and November 29, 1895 in the Circuit Courts of the Second and First Circuits, respectively, is of the Estate of KAPIKA WALTER, Deceased, testate. The Petition for Probate of Will, filed therein, by SUSAN KUIEE stated that said decedent died on July 20, 1894 at Lahaina, seized with lands at Lahaina and Molokai. By Will dated February 18, 1895, all of the Testator's real property situated at Lahaina were devised and bequeathed unto said SUSAN KUIEE, Testator's daughter, save and excepting a 1/3 undivided interest in and to lands received in deed dated September 9, 1880, recorded in Liber 65 at Page 372 (lands not under search) unto KALAEKAHI (w), Testator's granddaughter.

By Decree dated December 18, 1894 in the Circuit Court of the Second Circuit the Court found that the last will and testament of KAPIKA WALTER was a forgery and refused said document probate, "and adjudge and decreed that the same is not the last will and testament of the said decedent and that decedent deceased intestate."

The foregoing Decree was appealed to the Supreme Court of the Hawaiian Islands on November 29, 1895 and Motion for Leave to Withdraw Appeal on June 18, 1895. Said Motion was approved by Decision filed on June 20, 1895. Nothing further was had in this matter.

-PART I-

-AS TO THE INTEREST OF SUSAN KUIEE,
ALSO KNOWN AS SUSAN KUIEE BLAKE:-

SCHEDULE B CONTINUED

By Deed dated November 21, 1906, recorded in Liber 315 at Page 108, SUSAN KUIEE BLAKE, as Devisee of KAPIKA WALTER, deceased, and husband, Alva Blake, conveyed to KALAEKAHI SAFFERY (w), JULIA SAFFERY, LUCY SAFFERY and CATHERINE SAFFERY, no tenancy shown, all of her right, title and interest in and to Apana 1 of Land Commission Award No. 3702 to DAVID MALO, and cited: devised to said Grantor by KAPIKA WALTER "in her last Will and Testament, duly admitted to probate".

There is no record of an Order admitting said last Will and Testament of KAPIKA WALTER to probate.

The records at the Bureau of Health Statistics reveal the following:

1. The marriage of JULIA SAFFERY to Edward Kenneth Aki on January 12, 1929 at Wailuku, Maui;
2. The marriage of LUCY SAFFERY to Joseph Claude Jesus on December 11, 1922 in Honolulu; and
3. The marriage of LUCY SAFFERY JESUS to Kapaiku Kumuiki (k) on May 4, 1929 in Honolulu.

By Deed dated September 13, 1933, recorded in Liber 1214 at Page 412, JULIA S. AKI and husband, Edward K. Aki, and LUCY KUMUIKI and her husband, Kapaiku Kumuiki (k), conveyed to PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, all of their right, title and interest, being an undivided 1/2 interest, in and to Apana 1 of Land Commission Award No. 3702, containing an area of 1.72 acres, besides other lands.

The interest of PIONEER MILL COMPANY, LIMITED is continued under -PART II-.

-AS TO THE INTEREST OF CATHERINE SAFFERY:-

The records at the Bureau of Health Statistics reveal the following:

1. The marriage of CATHERINE SAFFERY to IRA L. WINDHAM on December 2, 1921 in Honolulu; and
2. The death of CATHERINE WINDHAM on December 1, 1928 in Honolulu.

SCHEDULE B CONTINUED

No conveyance(s) appear of record by CATHERINE SAFFERY, also known as CATHERINE WINDHAM, nor is there a probate proceeding of her estate or judicial determination of her heirs.

However, the records at the Bureau of Health Statistics reveal the following:

1. The birth of IRA LEE WINDHAM on August 16, 1923 at Lahaina, Maui. The child's parents were Ira Lee Windham and CATHERINE SAFFERY;
2. The birth of RICHARD WINDHAM on February 12, 1925 at Lahaina, Maui. The child's parents were Ira Lee Windham and CATHERINE SAFFERY;
3. The birth of EARL WINDHAM on September 7, 1926 at Lahaina, Maui. The child's parents were Ira Lee Windham and KATHERINE SAFFERY; and
4. The birth of LEILANI WINDHAM on September 1, 1928 at Lahaina, Maui. The child's parents were Ira Lee Windham and KATHERINE SAFFERY.

Probate Number 9295, filed on February 7, 1934 in the Circuit Court of the First Circuit, is of the Guardianship of IRA WINDHAM, RICHARD WINDHAM, EARL WINDHAM and LEILANI WINDHAM, Minors. By Order, filed therein on February 13, 1934, ARTHUR E. RESTARICK, Chief Clerk of the First Judicial Circuit, was appointed Guardian of the Estates of said minors and LUCY KUMUIKI as Guardian of the persons of said minors.

On March 20, 1934 was filed Petition to Sell Real Estate, Land Commission Award No. 3702, Apana 1, besides other land, and License to Sell Real Estate filed on April 12, 1934.

By Deed dated April 12, 1934, recorded in Liber 1236 at Page 438, ARTHUR E. RESTARICK, Guardian of the Estates of IRA LEE WINDHAM, RICHARD WINDHAM, EARL WINDHAM and LEILANI WINDHAM, Minors, conveyed to PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, all of the right, title and interest of said minors in and to Apana 1 of Land Commission Award No. 3702 to DAVID MALO, containing an area of 1.72 acres.

The interest of PIONEER MILL COMPANY, LIMITED is continued under -PART II-.

SCHEDULE B CONTINUED

-AS TO THE INTEREST OF KALAEKAHI SAFFERY:-

There appears of record Lease dated September 6, 1921, recorded in Liber 603 at Page 438, in which CATHERINE HILEMAN, otherwise known as KALAEKAHI, for a term of twenty (20) years from August 1, 1921, leased Apana 1 of Land Commission Award No. 3702 to PIONEER MILL COMPANY, LIMITED.

By Deed dated December 23, 1930, recorded in Liber 1057 at Page 429, Mrs. CATHERINE KALAEKAHI HILLMAN, "owner", by Tax Assessor, FRANK A. ALAMEDA, for non-payment of real property taxes and interest for the years 1929 and 1930, conveyed to PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, all of tax payers right, title and interest in and to Apana 1 of Land Commission Award No. 3702 to DAVID MALO.

The records at the Bureau of Health Statistics reveal the death of CATHERINE HILEMAN on July 17, 1940 in Honolulu.

-PART II-

-AS TO THE INTEREST OF PIONEER MILL COMPANY, LIMITED:-

By Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, conveyed to HANS FRITZ MICHEL all of its right, title and interest in and to Land Commission Award No. 3702, Apana 1 to DAVID MALO, besides other lands.

By Deed dated July 28, 2005, recorded as Document No. 2005-164554, HANS FRITZ MICHEL, also known as HANS F. MICHEL, and his wife, Emily Ann Michel, conveyed to HANS F. MICHEL and EMILY ANN MICHEL as Trustees of the Hans F. Michel and Emily Ann Michel Trust dated July 28, 2005, with full powers to sell, mortgage, lease, or otherwise deal with land, all of his right, title and interest in and to Land Commission Award No. 3702, Apana 1 to DAVID MALO, besides other lands.

No conveyance(s) appear of record by HANS F. MICHEL and EMILY ANN MICHEL as Trustees of the Hans F. Michel and Emily Ann Michel dated July 28, 2005.

SCHEDULE B CONTINUED

-AS TO LAND COMMISSION AWARD NUMBER 8452,
ROYAL PATENT NUMBER 4388-

Land Commission Award Number 8452 was issued to A. KEOHOKALOLE on June 19, 1852. The land under search comprises all of Apana 4 of said award situate in the Ahupuaa of PAEOHI and is shown hatched on map attached hereto as Exhibit "C". Subsequently, Royal Patent Number 4388 was issued on June 22, 1858.

By Deed dated January 14, 1858, recorded in Liber 10 at Page 161, A. KEOHOKALOLE and her husband, K. KAPAAKEA (k), and DAVID KALAKAUA conveyed to APANA all of their right, title and interest in and to two parcels of land situate at PAEOHI, Lahaina and described by metes and bounds description, containing undisclosed areas.

The interest of APANA (k) is continued under -PART II-.

Probate Number 1839, filed on January 19, 1867 in the Supreme Court of the Hawaiian Islands, is of the Estate of A. KEOHOKALOLE (w), also known as A. KEOHOKALOLE KAPAAKEA, also known as C. KAPAAKEA, deceased, an intestacy. The Petition for Letters of Administration, filed therein, stated that said decedent died on November 13, 1866 seized with real property. On May 27, 1869 was filed the Appointment of JOHN DOMINIS as Administrator of the Estate. By Order of Discharge of Administrator, filed on October 4, 1870, the Court cited the heirs to all of the real property remaining in the estate as those shown on partition deed presented to the Court by the Administrator and filed therein, namely, LYDIA DOMINIS, LIKELIKE (w), DAVID KALAKAUA and W.P. KEAHOOLEWA, also known as WILLIAM PITT LELEIOHOKU.

By Partition Deed dated July 1, 1870, recorded in Liber 30 at Page 364, the heirs of ANE KEOHOKALOLE (w), deceased, LYDIA K. DOMINIS, and her husband, John O. Dominis, LIKELIKE (w), DAVID KALAKAUAU and W.P. KEAHOOLEWA by Guardian, R. KEELIKOLANI conveyed to W.P. KEAHOOLEWA all of their right, title and interest in and to the land called "PAEOHI" in Lahaina, Maui to A. KEOHOKALOLE (w), their mother.

No conveyance(s) appear of record by W.P. KEAHOOLEWA.

SCHEDULE B CONTINUED

Probate Number 601, filed on August 27, 1877 in the Supreme Court of the Hawaiian Islands, is of the Estate of W.P. KEAHOOLEWA (k), also known as WILLIAM PITT LELEIOHOKU, Deceased, an intestacy. The Petition for Administration of the Estate, filed therein, stated that said decedent died on April 10, 1977. By Order Approving Accounts, Discharge and Final Distribution, filed on December 10, 1883, the distributees to all the property remaining in the estate were DAVID KALAKAUA, LYDIA DOMINIS and LIKELIKE CLEGHORN. .

By Deed dated January 10, 1885, recorded in Liber 90 at Page 430, KING DAVID KALAKAUA, PRINCESS LILIUOKALANI and her husband, John O. Dominis, and PRINCESS LIKELIKE (w) and her husband, A.S. Cleghorn, conveyed to JAMES CAMPBELL all of their right, title and interest in and to Apana 4 of Royal Patent No. 4388, Land Commission Award No. 8452, besides other lands.

-PART I-

-AS TO THE INTEREST OF JAMES CAMPBELL:-

By Deed dated January 29, 1898, recorded in Liber 177 at Page 134, JAMES CAMPBELL and his wife, Abbie Campbell, conveyed to PIONEER MILL COMPANY, LIMITED all of his right, title and interest in and to Apana 4 of Royal Patent No. 4388, Land Commission Award No. 8452, besides other lands.

The interest of PIONEER MILL COMPANY, LIMITED is continued under -PART III-.

-PART II-

-AS TO THE INTEREST OF APANA (K):-

No conveyance(s) appear of record by APANA (k).

SCHEDULE B CONTINUED

Probate Number 433, filed on June 10, 1867 in the Circuit Court of the Second Circuit, is of the Estate of APANA (k), Deceased, an intestacy. The Petition for Administration of the Estate, filed therein, stated that said decedent died in 1861 seized of real property. In the Publication in the newspaper "Ke Au Okoa", filed on July 16, 1867, was stated in part that said decedent Apana was survived by his two daughters, LOISA and ADAMA. That his estate consisted of lands situate at PAEOHI, Lahaina, bought by deed from A. KEOHOKALOLE recorded in Liber 10 at Page 161. There is no Order of Distribution found in the proceedings. Nothing further was had in this matter.

By Lease dated April 9, 1872, recorded in Liber 35 at Page 329, KUIKAHI AKAMA (w) and LOIKA AKAMA (w), also known as LOISA AKAMA (w) and her husband, James Kuiea, as heirs of APANA (k), leased for a term of 5 years, commencing on April 9, 1872, "the land of our father, Apana (k), deceased, at Lahaina, situate at Paeohi, Maui" unto WEST MAUI SUGAR COMPANY.

No further conveyance(s) appear of record by KUIKAHI AKAMA (w), also known as KUIKAHI (w), also known as ADAMA (w), and LOIKA AKAMA, also known as LOISA AKAMA, also known as LOISA KUIEA, nor are there probates of their estates or judicial determination of their heirs.

-AS TO THE INTEREST OF SUSAN SMITH:-

By Lease dated May 31, 1904, recorded in Liber 257 at page 323, SUSAN SMITH and husband, Sidney Smith, leased for a term of 5 years, commencing from March 18, 1904, all of that certain piece or parcel of land situate at Paeohi, Lahaina, described in Land Commission Award No. 8452 to KEOHOKALOLE unto PIONEER MILL COMPANY, LIMITED and cites said land "having been in possession of the said party of the second part from the 18th day of March 1897".

By Deed dated May 13, 1907, recorded in Liber 310 at Page 435, SUSAN SIDNEY SMITH and her husband, Sidney Smith, conveyed to DAVID K. MOOKINI all of her right, title and interest in and to "Apana 2 in deed of Keohokalole, K. Kapaakea and David Kalakaua to Apana, grandfather of the Grantor herein, said deed being dated January 14, 1858 and recorded in Liber 10 on pages 161 and 162."

SCHEDULE B CONTINUED

By Deed dated December 17, 1908, recorded in Liber 311 at Page 232, DAVID K. MOOKINI and his wife, Sarah Mookini, conveyed to EDWARD WAIAHOLO all of his right, title and interest in and to that certain parcel of land situated in the Ahupuaa of Paeohi, Lahaina, "being described as Apana 2 in deed of Keohokalole et al. to Apana, grandfather of Susan Sidney Smith, dated January 14th 1858, of record in Liber 10 page 161 and by the said Susan Sidney Smith conveyed to me by deed dated May 13th 1907, of record in Liber 310 page 435."

By Deed dated June 27, 1919, recorded in Liber 523 at Page 10, EDWARD WAIAHOLO conveyed to WILLIAM KEANU all of his right, title and interest in and to all of that tract of land conveyed to the Grantor by deed of D.K. MOOKINI recorded in Liber 311 at page 232, besides other lands.

By Deed dated July 12, 1919, recorded in Liber 523 at Page 81, WILLIAM KEANU conveyed to MARYANN WAIAHOLO all of his right, title and interest in and to all of the lands conveyed to him in deed dated June 27, 1919, recorded in Liber 523 at Page 10.

By Deed dated July 3, 1930, recorded in Liber 1071 at Page 448, MARYANN BAILEY, formerly known as MARYANN WAIAHOLO, and her husband, Charles Bailey, conveyed to PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, all of her right, title and interest in and to Royal Patent No. 4388, Land Commission Award No. 8452, Apana 4 to A. KEOHOKALOOLE "described in a certain deed from A. Keohokalole and others to Apana, dated January 14, 1858 and of record in Liber 10 at Page 161" and conveyed by WILLIAM KEANU to MARYANN BAILEY, under name of MARYANN WAIAHOLO by deed dated July 12, 1919, and of record in Liber 523 at Page 81.

-PART III-

-AS TO THE INTEREST OF PIONEER MILL COMPANY, LIMITED:-

By Deed dated May 6, 1981, recorded in Liber 15554 at Page 213, PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, conveyed to HANS FRITZ MICHEL all of its right, title and interest in and to Royal Patent No. 4388, Land Commission Award No. 8452, Apana 4, besides other lands.

SCHEDULE B CONTINUED

By Deed dated July 28, 2005, recorded as Document No. 2005-164554, HANS FRITZ MICHEL, also known as HANS F. MICHEL, and his wife, Emily Ann Michel, conveyed to HANS F. MICHEL and EMILY ANN MICHEL as Trustee of the Hans F. Michel and Emily Ann Michel Trust dated July 28, 2005, with full powers to sell, mortgage, lease, or otherwise deal with land, all of his right, title and interest in and to Royal Patent No. 4388, Land Commission Award No. 8452, Apana 4, besides other lands.

No conveyance(s) appear of record by HANS F. MICHEL and EMILY ANN MICHEL as Trustees of the Hans F. Michel and Emily Ann Michel Trust dated July 28, 2005.

Note:- A title insurance policy or policies will be issued after the aforementioned memorandum has been properly resolved.

END OF SCHEDULE B

SCHEDULE C

CT No. 67240

Description of premises:

All of that certain parcel of land (being all of Royal Patent Number 4388, Land Commission Award Number 8452, Apana 4 to Keohokalole, Royal Patent Number 2399, Land Commission Award Number 10667, Apana 3 to Pikanele, Land Patent Number _____, Land Commission Award Number 3702, Apana 1 to David Malo, and a portion of Land Patent Number 8390, Land Commission Award Number 11216, Apana 15 to Kekauonohi) situate, lying and being at Paeohi, Moalii and Panaewa (Kanaha Valley), District of Lahaina, Island and County of Maui, State of Hawaii, and thus bounded and described:

Beginning at the Northeast corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Laina" being 1,714.32 feet South and 4,966.57 feet East and running by azimuths measured clockwise from true South:

1. 15° 20' 00" 58.00 feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
2. 68° 00' 00" 30.00 feet along same;
3. 100° 40' 00" 89.17 feet along same;
4. 100° 40' 00" 310.83 feet along same;
5. 118° 57' 00" 302.30 feet along same;
6. 109° 30' 00" 219.00 feet along same;
7. 125° 00' 00" 133.00 feet along same;
8. 114° 00' 00" 67.00 feet along same;
9. 191° 38' 00" 262.00 feet along same;
10. 298° 00' 00" 195.00 feet along same;
11. 330° 30' 00" 85.00 feet along same;
12. 349° 20' 00" 61.00 feet along same;
13. 294° 00' 00" 125.00 feet along same;

SCHEDULE C CONTINUED

14.	154°	00'	00"	16.50	feet along same;
15.	285°	00'	00"	126.10	feet along same;
16.	178°	00'	00"	15.00	feet along same;
17.	286°	00'	00"	110.00	feet along same;
18.	293°	00'	00"	10.00	feet along same;
19.	12°	15'	00"	105.75	feet along remainder of said L. C. Aw. 11216 to Kekauonohi;
20.	281°	25'	00"	98.16	feet along line common to said L. C. Aw. 11216 to Kekauonohi and said L. C. Aw. 3702, Ap. 1 to David Malo;
21.	289°	00'	00"	90.00	feet along Lot D-1 (Map 3) of Land Court Application 403 (Lahainaluna School Lands);
22.	279°	30'	00"	60.00	feet along same;
23.	307°	00'	00"	150.00	feet along same;
24.	280°	00'	00"	120.00	feet along same to the point of beginning and containing an area of 4.390 acres, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : HANS FRITZ MICHEL, also known as HANS F. MICHEL and EMILY ANN MICHEL, husband and wife

GRANTEE : HANS F. MICHEL and EMILY ANN MICHEL, Trustees of the Hans F. Michel and Emily Ann Michel Trust dated July 28, 2005, with full powers to sell, mortgage, lease, or otherwise deal with land

DATED : July 28, 2005

RECORDED : Document No. 2005-164554

END OF SCHEDULE C

GENERAL NOTES

1. PIONEER MILL COMPANY, LIMITED, a Hawaii corporation, merged with and into PIONEER MILL COMPANY, LLC, a Delaware limited liability company qualified to do business in Hawaii, by instrument dated September 17, 2003, recorded as Document No. 2003-199684.

CONDITIONS AND STIPULATIONS

1. This Certificate (which term shall include any Continuation under this number) is a certification of the record title only, as ascertained by an examination limited to the indices described in Schedule A. No liability is assumed for (a) matters which may affect the title but were not disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Certificate Holder; or (c) matters not shown herein but actually known to Certificate Holder at the time of acquisition of an estate or interest in the land. The Company makes no certification or representation as to the legal effect, validity or priority of matters shown or referred to herein or in any Continuation hereof.
2. If the Company's certification hereunder is incorrect, the liability of the Company for resulting loss, including any attorney's fees and legal cost shall not exceed the lesser of: (a) the actual loss incurred by Certificate Holder; or (b) the maximum liability amount shown on Schedule A. All payments made under this Certificate shall reduce the liability of the Company by the amount of such payments. Upon payment of any loss hereunder, the Company shall be subrogated to all rights Certificate Holder may have against any person or property as a result of such loss.
3. In case Certificate Holder shall in any manner obtain knowledge of any asserted defect in the title or of any lien or encumbrance or other matter affecting the title, attaching or created prior to the date hereof and not shown herein, Certificate Holder shall promptly notify the Company in writing. Such written notice shall include a statement of any actual or potential loss claimed by Certificate Holder. After receipt of notice of claim, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Certificate Holder the amount the Company is obligated to pay under this Certificate. Any liability of the Company under this Certificate shall be reduced to the extent that a failure to promptly provide the required notice impairs the ability of the Company to defend against or otherwise dispose of any claim adverse to Certificate Holder. Liability hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of Certificate Holder with respect to any claim asserted against the land or the Certificate Holder.
4. Coverage hereunder is conditioned upon full payment of the Company's charges for this Certificate.
5. This Certificate is the entire contract between Certificate Holder and the Company and any claim by Certificate Holder against the Company, arising out of the status of the title certified herein, shall be enforceable only in accordance with the provisions of this Certificate.
6. Notice required to be given the Company shall include the number of this Certificate and shall be addressed to Tigor Title Insurance Company, P.O. Box 92792, Los Angeles, CA 90009, with copy to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802.

DATE PRINTED: 8/10/2009

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: MICHEL, HANS FRITZ

LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 4 6 017 012 0000

CLASS: 5 AREA ASSESSED: 4.390 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2009

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

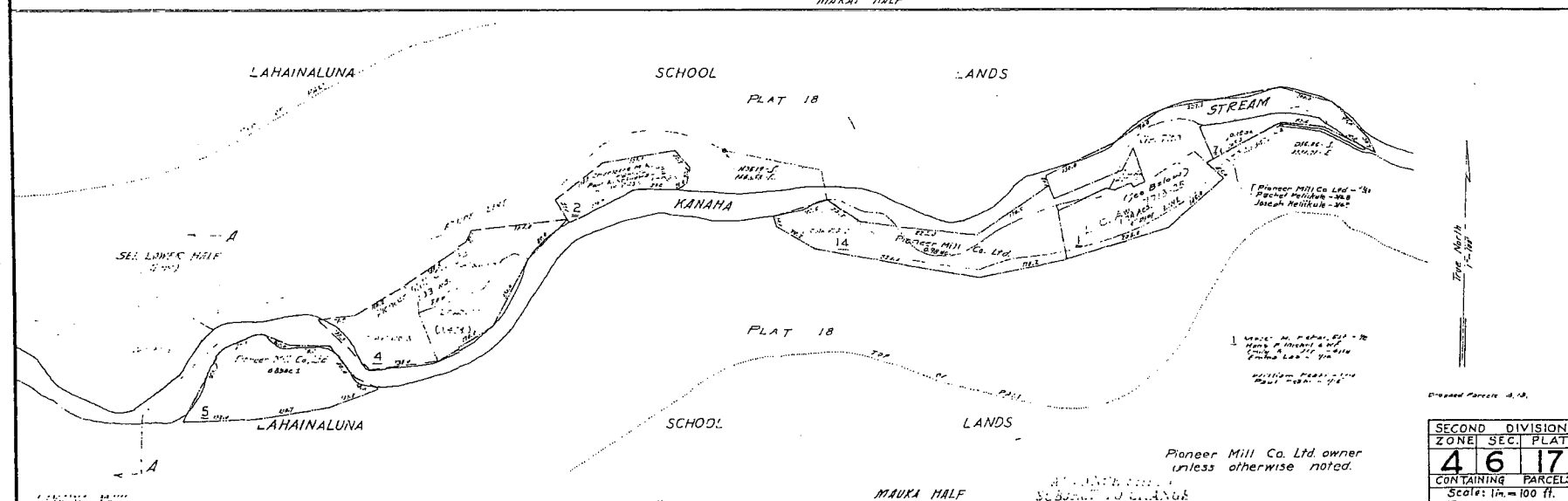
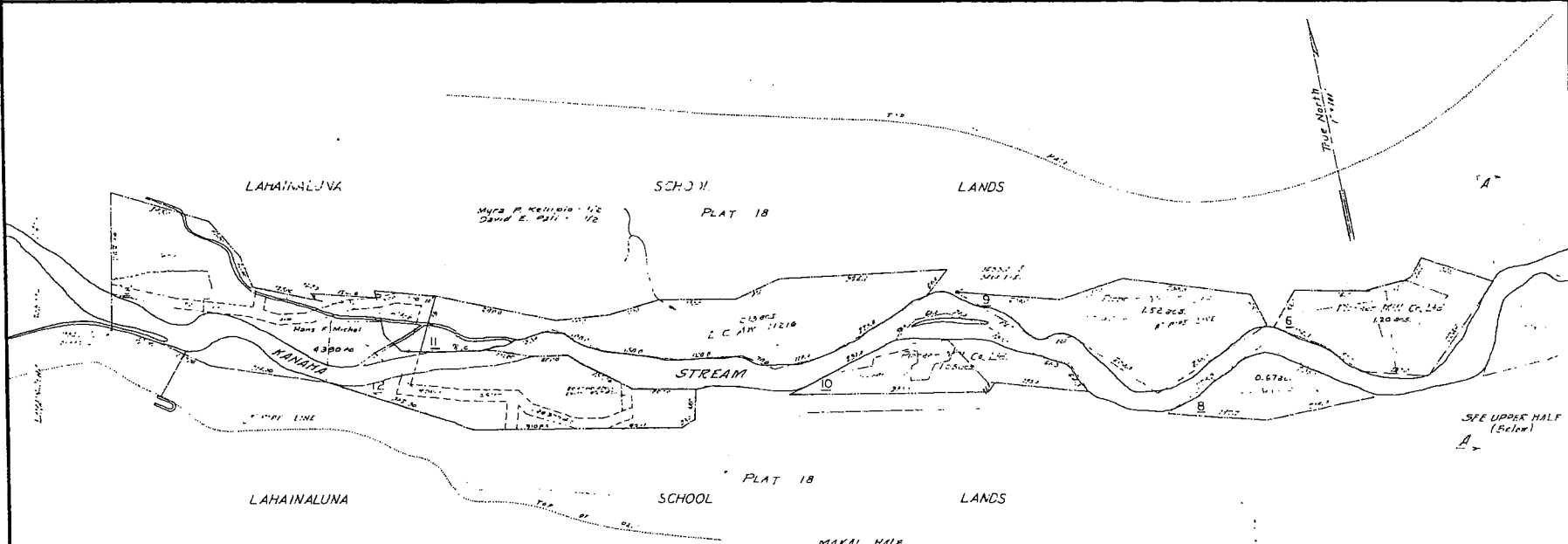
BUILDING	\$	282,400
EXEMPTION	\$	0
NET VALUE	\$	282,400
LAND	\$	36,200
EXEMPTION	\$	0
NET VALUE	\$	36,200
TOTAL NET VALUE	\$	318,600

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 7/01/2009

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2009	2	716.85				716.85	PENDING
2009	1	716.85				716.85	PENDING
2008	2	681.52				681.52	PAID
2008	1	681.53				681.53	PAID
2007	2	638.10				638.10	PAID
2007	1	638.10				638.10	PAID

Total Amount Due: 1,433.70

Penalty and Interest Computed to: 7/01/2009



Copy No. 314
 Drawn by: [Name]
 Revised by: [Name]
 Approved by: [Name]

SECOND DIVISION	ZONE	SEC.	PLAT
		4	6 17
CONTAINING PARCELS			
Scale: 1 in. = 100 ft.			

Pioneer Mill Co. Ltd. owner unless otherwise noted.

EXHIBIT "A"

LAHAINALUNA

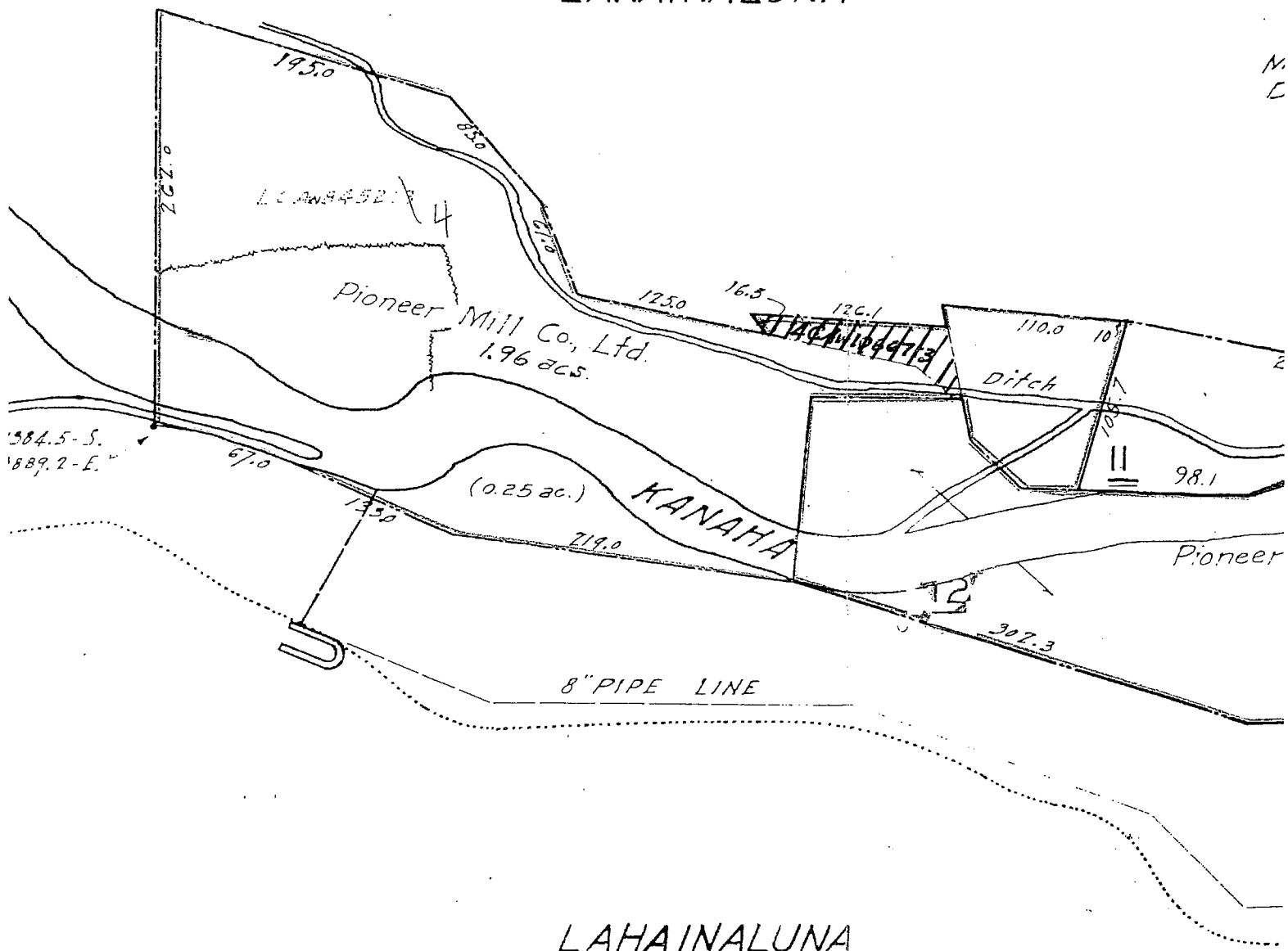
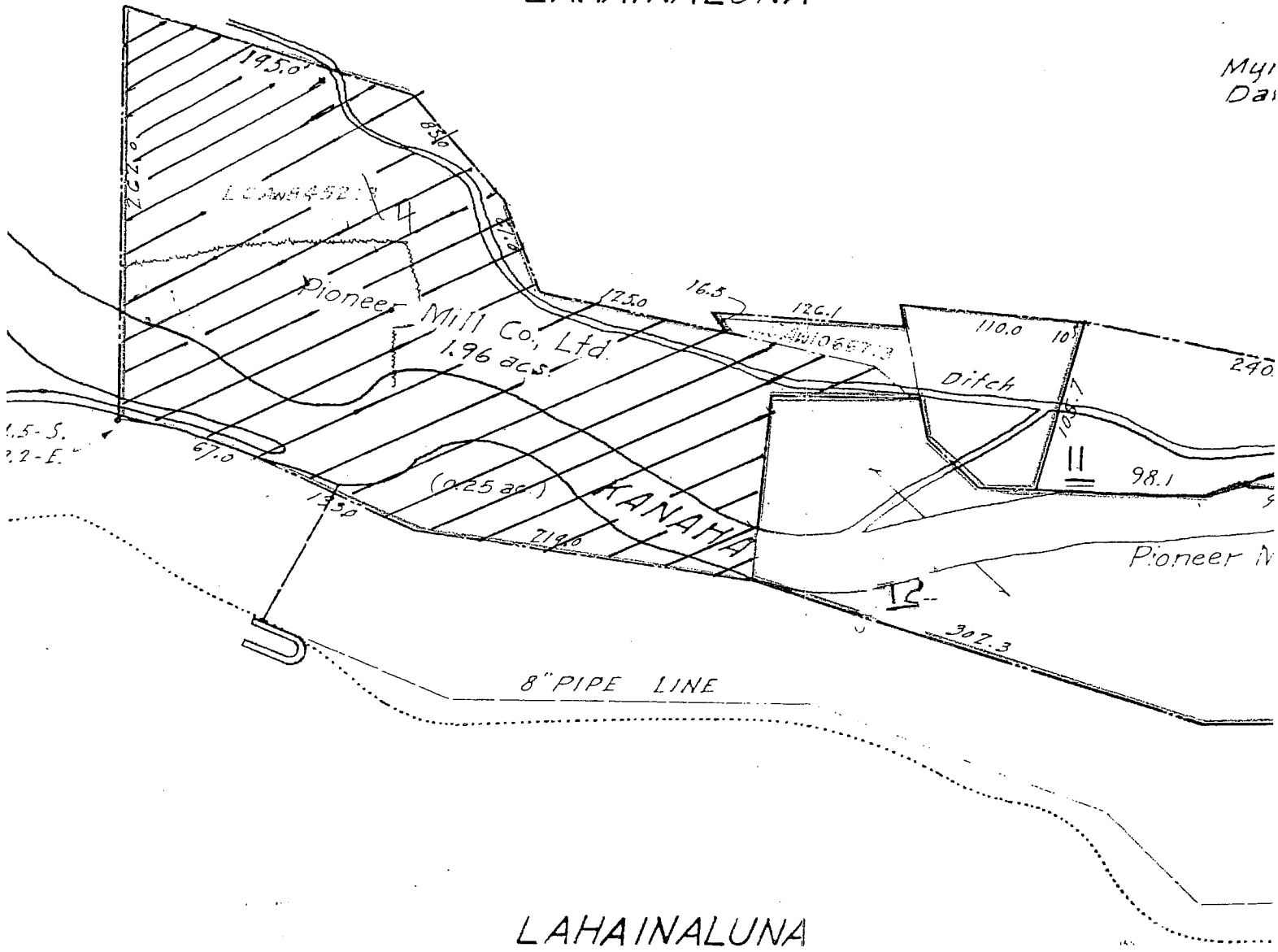


EXHIBIT "C"

LAHAINALUNA

Myi
Dai



Title Guaranty of Hawaii, Inc.'s Statement of Privacy Policy
July 1, 2001

This Statement is provided to you as a customer of Title Guaranty of Hawaii, Inc. It applies to transactions involving individuals who are purchasing our services for primarily personal, family or household purposes. We realize that you may be receiving multiple disclosures from affiliates of ours and others, as well. We apologize in advance for this sometimes unavoidable duplication.

Title Guaranty of Hawaii, Inc. is an independently owned title insurance agent with more than 100 years of experience in searching Hawaiian land titles. We are an authorized title insurance agent for Chicago Title Insurance Company, Ticor Title Insurance Company, Security Union Title Insurance Company, and First American Title Insurance Company. Under the Gramm-Leach-Bliley Act, title insurance companies are required to provide certain disclosures regarding their privacy policies and practices. In compliance with federal and state law, we are providing you with this notice.

Chicago Title Insurance Company, Ticor Title Insurance Company, and Security Union Title Insurance Company are affiliates of Fidelity National Financial, Inc., and have issued the following Privacy Statement:

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- * From applications or other forms we receive from you or your authorized representative;
- * From your transactions with, or from the services being performed by, us, our affiliates, or others;

- * From our internet web sites;
- * From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- * From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- * to agents, brokers or representatives to provide you with services you have requested;
- * to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- * to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Title Insurance
601 Riverside Avenue
Jacksonville, Florida 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

First American Title Insurance Company is an affiliate of First American Corporation, and has issued the following Privacy Notice:

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for your time and attention to this important matter.

SEP 9 1938
 FEB 5 1938
 OCT 3 1940
 OCT 11 1944
 SEP 22 1950
 JUN 10 52
 APR 27 52
 JAN 19 50
 JUN 8 51
 JUN 28 1973
 JUN 7 1974
 MAR 13 1975
 MAR 20 1975

RP 4388, LCAW 8452:4
 to A. Keohokalole
 "BROKEN"

RP 2399, LCAW 10667:3
 to Pikaneele
 "BROKEN"

Lp 8390, LCAW 11216:15
 to Kekauonohi
 "CLEAR"

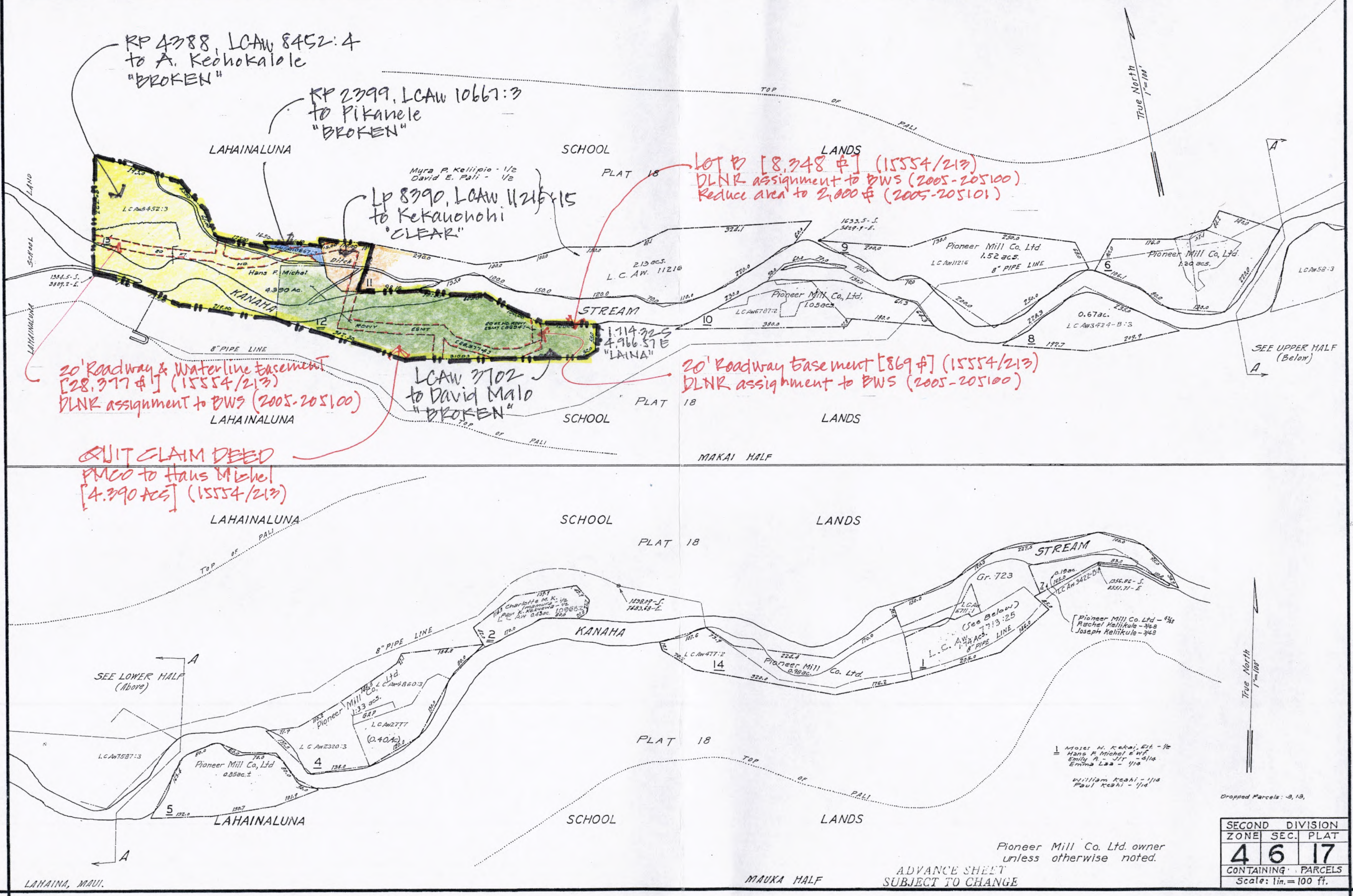
LOT B [8,348 #] (15554/213)
 DLNR assignment to BWS (2005-205100)
 Reduce area to 2,000 # (2005-205101)

20' Roadway & Waterline Easement
 [28,377 #] (15554/213)
 DLNR assignment to BWS (2005-205100)

LCAW 3702
 to David Malo
 "BROKEN"

20' Roadway Easement [869 #] (15554/213)
 DLNR assignment to BWS (2005-205100)

QUIT CLAIM DEED
 PMCO to Hans Michel
 [4.390 acs] (15554/213)



Appr. by: _____
 Revised by: _____
 Appr. by: _____
 Dwg. No. 314
 By: GKH, March 1992
 Source: SURVEY, 17725

SECOND DIVISION		
ZONE	SEC.	PLAT
4	6	17
CONTAINING PARCELS		
Scale: 1 in. = 100 ft.		

Pioneer Mill Co. Ltd. owner
 unless otherwise noted.
 ADVANCE SHEET
 SUBJECT TO CHANGE

PRINTED _____