'22AUG10 AM 10:40 CITY CLERK

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov

RICK BLANGIARDI
MAYOR

HAKU MILLES, P.E.
ACTING DIRECTOR

LA22-300 JH
702744

August 9, 2022

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Waters and Councilmembers:

SUBJECT: Mehana 3B Subdivision

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Ewa. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadway and easements to be dedicated and copies of the documents conveying the roadway and easements.

(1) Deed conveying roadway Lots 19707 and 19708.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances.

(1) Grant of Drain Easement 10888;
(2) Grant of Drain Easement 10895;
(3) Grant of Flowage Easement 10864;
(4) Grant of Flowage Easement 10868;
(5) Grant of Flowage Easement 10887; and
(6) Grant of Sewer Easement 10895.

DEPT. COM. 595

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,

Haku Milles, P.E.
Acting Director

Enclosures (8)

APPROVED:

Michael D. Formby
Managing Director

AFTER RECORDATION MAIL [ ] PICKUP [X] TO:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8724

TITLE OF DOCUMENT:

DEDICATION DEED
(Mehana 3B Road Lots)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City and County of Honolulu, Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	TRANSFER CERTIFICATE OF TITLE NO(S).: 1,029,876
Lots 19707 and 19708, Map 1585 Land Court Application 1069	

Mehana 3B
R/W Lots 19707 & 19708

DEDICATION DEED
(Mehana 3B Road Lots)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made September 7, 20 17, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, whose address is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee".

WITNESSETH THAT:

Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in Exhibit "A" attached hereto and made a part hereof,

And the reversions, remainders, rents, issues 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 all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, its successors and assigns, forever.

And, for the consideration aforesaid, the Grantor does hereby for itself, its successors and assigns, covenant and agree with the Grantee, its successors and assigns, that it is seized in fee simple of the subject premises; that same are free and clear of and from all encumbrances, except as set forth in said Exhibit "A"; that the Grantor has good right to sell and convey the same unto the Grantee, and that it will, its successors and assigns shall, WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.

When more than one person is involved in this Indenture, the terms "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where and as appropriate, the masculine gender shall be deemed to include the feminine or neuter genders.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On, SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

PETER PHILLIPS NOTARY PUBLIC No. 14-370 STATE OF HAWAII

Notary Public, State of Hawaii
Type or print name: Peter Phillips

My commission expires: September 14, 2018

Date of Doc:	Undated at time of notarization	# Pages:	4 (not including Exhibit)
Name of Notary:	Peter Phillips	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Dedication Deed		

(stamp or seal)

PETER PHILLIPS NOTARY PUBLIC No. 14-370 STATE OF HAWAII

SEP 07 2017
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT "A"

Description Compared and Checked Land Division

ITEM I

Being Lot 19707, area 2.176 acres, as shown on Map 1585, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title No. 1,029,876 issued to D.R. Horton– Schuler Homes, LLC, a Delaware limited liability company.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Description Compared and Checked Land Division

ITEM II

Being Lot 19708, area 0.806 acre, as shown on Map 1585, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title No. 1,029,876 issued to D.R. Horton– Schuler Homes, LLC, a Delaware limited liability company.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT HOWEVER, to the following:

AS TO ITEMS I AND II:

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

2. Terms, provisions and conditions contained in that certain AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION dated November 14, 1989, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 1684751.

   Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2260756 and recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 95-119179.

3. Terms, provisions and conditions, contained in that certain AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION dated September 11, 1995, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2260754 and recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 95-119177.

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2260756 and recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 95-119179.

4. GRANT OF EASEMENT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and VERIZON HAWAII INC., a Hawaii corporation (now known as HAWAIIAN TELCOM, INC.), dated July 25, 2002, filed as Land Court Document No. 2829229; granting a right and easement for utility purposes.

5. UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Executed By	:	the TRUSTEES OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"
Dated	:	November 17, 2004
Recorded	:	November 19, 2004 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3195643

6. GRANT OF LANDSCAPING AND IRRIGATION EASEMENTS

TO	:	MEHANA AT KAPOLEI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation,
DATED	:	October 28, 2016
FILED	:	Land Court Document No. T-9804330

7. -AS TO ITEM I ONLY:-

A) Designation of Easement "10869" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

B) Designation of Easement "10870" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

C) Designation of Easement "10871" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

D) Designation of Easement "10872" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

E) Designation of Easement "10873" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

F) Designation of Easement "10874" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

G) Designation of Easement "10875" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

H) Designation of Easement "10876" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

I) Designation of Easement "10877" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

J) Designation of Easement "10878" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

K) Designation of Easement "10879" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

8. -AS TO ITEM II ONLY:-

A) Designation of Easement "10880" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

B) Designation of Easement "10881" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

C) Designation of Easement "10882" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

D) Designation of Easement "10883" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

E) Designation of Easement "10884" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

F) Designation of Easement "10885" for landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

END OF EXHIBIT "A"

AFTER RECORDATION MAIL[ ] PICKUP [X] TO:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

Total Pages: 9

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT
(UNDERGROUND)
(Mehana 3B – Easement 10888)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City & County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	
Easement 10888, Map 1585 of Land Court Appl. 1069 affecting Lot 19761 Map 1636 of Land Court Appl. 1069	DOCUMENT NO.: CERTIFICATE OF TITLE NO(S).: See Exhibit "A"

Mchana 3B
Drain Esmt 10888

GRANT OF DRAINAGE EASEMENT
(UNDERGROUND)
(Mehana 3B – Easement 10888)

THIS INDENTURE, made May 2, 2018, by and between D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3818406, as the same may be amended and/or supplemented, pursuant to which Grantor has reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee",

W I T N E S S E T H:

The Grantor, in consideration of the sum of ONE DOLLAR ($1.00) to it paid, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across that certain parcel(s) of land described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "easement area";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this Grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary and expedient for the proper maintenance, operation or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area, in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assign, without the written consent of the Grantor;

Any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

In the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligation herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein;

When more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

The term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton - Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation.
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On MAY 03 2018, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Date of Doc:	UNDATED AT NOTARIZATION	# Pages:	6 (Not including Exhibit)
Name of Notary:	Peter Philips	Notes:	MEHANA 3B
Doc. Description:	GRANT OF DRAINAGE EASEMENT		

MAY 03 2018
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing _____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Description Compared and Checked Land Division

Being Easement 10888, area 68,957 square feet, for drainage (underground), sewer and access purposes, as shown on Map 1585, affecting Lots 19760 and 19761, as shown on Map 1636, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title No. 1,216,379 issued to CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, as to Lot 19760, and Transfer Certificate of Title No. 1,170,668 issued to MEHANA AT KAPOLEI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation, as to Lot 19761.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms, provisions and conditions contained in the following:

Instrument:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated:	November 14, 1989
Filed:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated:	September 11, 1995
Filed:	Land Court Document No. 2260754
Recorded:	Document No. 95-119177
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended and Restated Declaration Listing Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated:	November 17, 2004
Filed:	in the Land Court as Document No. 3195643
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, filed in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

PARTIAL RELEASE OF RESERVATIONS dated May 24, 2018, filed as Land Court Document No. T-10389280.

6. GRANT OF EASEMENT

Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For:	utility purposes
Dated:	January 23, 2008
Filed:	in the Land Court as Document No. 3707463

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI
DATED:	January 12, 2009
FILED:	Land Court Document No. 3818406

Said Declaration was amended by instruments dated June 27, 2012, filed as Land Court Document No. T-8219212, dated March 11, 2015, filed as Land Court Document No. T-9202295, dated April 14, 2015, filed as Land Court Document No. T-9235333, and dated February 9, 2016, filed as Land Court Document No. T-9537211.

NOTICE OF PARTIAL RELINQUISHMENT OF RIGHTS FOR MEHANA AT KAPOLEI dated November 6, 2015, recorded as Document No. A-57880628.

NOTICE OF AMENDMENT TO DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR MEHANA AT KAPOLEI TO ALLOW ELECTRONIC COMMUNICATION dated February 9, 2016, recorded as Document No. A-58860729.

Said Declaration was supplemented by instrument dated May 1, 2018, filed as Land Court Document No. T-10348282.

AS TO LOT 19761, ONLY:

1. DESIGNATION OF EASEMENT "10920"

PURPOSE:	utility, access and water
SHOWN:	on Map 1592, as set forth by Order filed as Land Court Document No. T-8578434, together with the reserved right of Grantor to grant the same without the joinder or consent of Grantee

2. DESIGNATION OF EASEMENT "10921"

PURPOSE:	drainage
SHOWN:	on Map 1592, as set forth by Order filed as Land Court Document No. T-8578434, together with the reserved right of Grantor to grant the same without the joinder or consent of Grantee

3. The terms and provisions contained in the following:

INSTRUMENT:	DEED AND RESERVATION OF RIGHTS
DATED:	January 28, 2019
FILED:	Land Court Document No. T-10619195

4. Grant of Easement in favor of CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, dated December 1, 2017, filed as Land Court Document No. T-11708357 on January 21, 2022; granting a right and easement for sewer purposes, through, under, and across the easement area.

END OF EXHIBIT "A"

AFTER RECORDATION MAIL[ ] PICKUP [X] TO:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

Total Pages: 12

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT
(Mehana 3B – Easement 10895)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City & County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	
Easement 10895 Map 1585 of Land Court Appl. 1069 affecting Lot 19710 Map 1592 of Land Court Appl. 1069	DOCUMENT NO.: CERTIFICATE OF TITLE NO(S).: See Exhibit "A"

Mehana 3B
Drain Esmt 10895

GRANT OF DRAINAGE EASEMENT
(Mehana 3B – Easement 10895)

THIS INDENTURE, made September 7, 20 17, by and between D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3818406, as the same may be amended and/or supplemented, pursuant to which Grantor has reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee",

WITNESSETH:

The Grantor, in consideration of the sum of ONE DOLLAR ($1.00) to it paid, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across that certain parcel(s) of land described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "easement area";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this Grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary and expedient for the proper maintenance, operation or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said drainage system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area, in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assign, without the written consent of the Grantor;

Any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

In the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any drainage structure, through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligation herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein;

When more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

The term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns;

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton - Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation.
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Date of Doc: UNDATED AT NOTARIZATION	# Pages: 6 (Not including Exhibit and Schedule 1)
Name of Notary: Peter Philips	Notes: MELANA 3B
Doc. Description: GRANT OF DRAINAGE EASEMENT	
SEP 07 2017	(Stamp or seal)
Notary Signature Date	
First Circuit, State of Hawaii	

NOTARY CERTIFICATION

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing _____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

Description Compared and Checked Land Division

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Being Easement 10895, area 11,012 square feet, for drainage and sewer purposes, as shown on Map 1585, affecting Lot 19710, as shown on Map 1592, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificates of Title Nos. noted on Schedule 1 attached hereto.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms, provisions and conditions contained in the following:

Instrument:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated:	November 14, 1989
Filed:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, filed as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated:	September 11, 1995
Filed:	Land Court Document No. 2260754
Recorded:	Document No. 95-119177
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended and Restated Declaration Listing Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated:	November 17, 2004
Filed:	in the Land Court as Document No. 3195643
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, filed in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

6. GRANT OF EASEMENT

Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For:	utility purposes
Dated:	January 23, 2008
Filed:	February 1, 2008, filed in the Land Court as Document No. 3707463

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI
DATED:	January 12, 2009
FILED :	Land Court Document No. 3818406

Said Declaration was amended by instruments dated as of June 27, 2012, filed as Land Court Document No. T-8219212, dated as of March 11, 2015, filed as Land Court Document No. T-9202295, dated as of April 14, 2015, filed as Land Court Document No. T-9235333, and dated as of February 9, 2016, filed as Land Court Document No. T-9537211.

Said Declaration was also amended by instruments dated effective September 22, 2015, recorded as Document No. A-57880628, dated effective February 9, 2016, recorded as Document No. A-58860729, and dated effective as of October 29, 2018, recorded as Document No. A-68770673.

The land described herein was annexed to said Declaration by instrument dated as of February 13, 2013, filed as Land Court Document No. T-8444432.

8. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CLUSTER PERMIT CONDITIONS AND RESTRICTIONS APPLICABLE TO KUKUNA AT MEHANA
DATED:	January 25, 2013
FILED :	Land Court Document No. T-8444433

9. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "KUKUNA AT MEHANA" CONDOMINIUM PROJECT
DATED:	February 13, 2013
FILED:	Land Court Document No. T-8444434
MAP:	2192 and any amendments thereto

Said Condominium Map No. 2192 was amended by instrument dated July 19, 2013, filed as Land Court Document No. T-8605335 and by instrument dated March 6, 2014, filed as Land Court Document No. T-8834106, as the same may be further amended

Said Declaration was amended and/or supplemented by the following instruments:

DATED:	DOCUMENT NO.:
July 19, 2013	T-8605336
November 14, 2013	T-8719369
January 16, 2014	T-8782244
February 6, 2014	T-8807193
April 10, 2014	T-8878297
May 6, 2014	T-8892190
June 10, 2014	T-8936275
July 10, 2014	T-8963183
August 11, 2014	T-8995167
September 10, 2014	T-9027214
October 7, 2014	T-9053169
March 4, 2015	T-9205121
November 6, 2015	T-9447187

10. The terms and provisions contained in the following:

INSTRUMENT:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED:	February 13, 2013
FILED:	Land Court Document No. T-8444435

11. DESIGNATION OF EASEMENT "10923"

PURPOSE:	landscaping
SHOWN:	on Map 1592, as set forth by Order filed as Land Court Document No. T-8578434, together with the reserved right of Grantor to grant the same without the joinder or consent of Grantee

12. GRANT

TO:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED:	September 18, 2013
FILED:	Land Court Document No. T-8669036
GRANTING:	a right and easement for utility purposes, further described therein

13. GRANT OF LANDSCAPING EASEMENTS (Mehana 3C Subdivision) in favor of MEHANA AT KAPOLEI COMMUNITY ASSOCIATION dated August 7, 2018, filed as Land Court Document No. T-10537123; re: granting an easement over said Easements "10923" for landscaping purposes, etc.

14. The terms and provisions contained in the Unit Deed and Reservation of Rights noted in the Transfer Certificates of Title Nos. noted on Schedule 1 attached hereto.

END OF EXHIBIT "A"

SCHEDULE 1

		Kukuna at Mehana Unit Deed and Reservation of Rights	
Unit No.	Current TCT No.	Document No	Instrument Date
1	1,081,576	Document No. T-8963086	7/14/2014
2	1,082,026	Document No. T-8971072	7/21/2014
3	1,080,751	Document No. T-8946221	6/16/2014
4	1,072,066	Document No. T-8764216	12/23/2013
5	1,070,925	Document No. T-8740184	12/4/2013
6	1,071,037	Document No. T-8744065	12/3/2013
7	1,070,420	Document No. T-8730076	11/12/2013
8	1,071,533	Document No. T-8753179	12/16/2013
9	1,109,582	Document No. T-8736212	11/27/2013
10	1,070,623	Document No. T-8733184	11/26/2013
11	1,073,883	Document No. T-8807053	2/07/2014
12	1,070,622	Document No. T-8733182	11/25/2013
13	1,073,999	Document No. T-8809075	2/10/2014
14	1,072,937	Document No. T-8786085	1/10/2014
15	1,071,823	Document No. T-8758052	12/20/2013
16	1,073,089	Document No. T-8789016	1/20/2014
17	1,073,413	Document No. T-8796066	1/28/2014
18	1,073,945	Document No. T-8808103	2/10/2014
19	1,079,653	Document No. T-8926099	6/05/2014
20	1,075,244	Document No. T-8837055	3/10/2014
21	1,074,385	Document No. T-8817136	2/18/2014
22	1,078,687	Document No. T-8906065	5/16/2014
23	1,074,827	Document No. T-8828116	2/27/2014
24	1,083,026	Document No. T-8991174	8/12/2014
25	1,074,277	Document No. T-8816123	2/18/2014
26	1,102,901	Document No. T-8859130	3/28/2014
27	1,078,829	Document No. T-8908086	5/12/2014
28	1,080,247	Document No. T-8936183	6/17/2014
29	1,076,013	Document No. T-8852244	3/26/2014
30	1,080,650	Document No. T-8943304	6/24/2014
31	1,076,009	Document No. T-8852234	3/21/2014
32	1,077,563	Document No. T-8885200	4/28/2014
33	1,078,686	Document No. T-8906063	5/16/2014
34	1,082,289	Document No. T-8977053	7/29/2014
35	1,083,470	Document No. T-8999200	8/20/2014
36	1,084,188	Document No. T-9013203	9/02/2014
37	1,082,235	Document No. T-8976101	7/25/2014

		Kukuna at Mehana Unit Deed and Reservation of Rights	
Unit No.	Current TCT No.	Document No	Instrument Date
38	1,082,802	Document No. T-8988198	8/05/2014
39	1,083,143	Document No. T-8996095	8/05/2014
40	1,083,891	Document No. T-9006304	8/26/2014
41	1,084,501	Document No. T-9020203	9/09/2014
42	1,084,724	Document No. T-9025143	9/15/2014
43	1,083,296	Document No. T-8997198	8/18/2014
44	1,083,892	Document No. T-9006306	8/27/2014
45	1,084,821	Document No. T-9027070	9/15/2014
46	1,085,083	Document No. T-9032037	9/19/2014
47	1,085,284	Document No. T-9034175	9/23/2014
48	1,080,762	Document No. T-8946248	6/26/2014
49	1,117,441	Document No. T-8942076	6/23/2014
50	1,086,839	Document No. T-8963088	7/11/2014
51	1,080,753	Document No. T-8946224	6/16/2014
52	1,080,649	Document No. T-8943302	6/24/2014
53	1,083,755	Document No. T-9005095	8/25/2014
54	1,080,453	Document No. T-8941161	6/20/2014
55	1,080,099	Document No. T-8935034	6/16/2014
56	1,080,752	Document No. T-8946222	6/17/2014
57	1,079,129	Document No. T-8915127	5/28/2014
58	1,076,014	Document No. T-8852246	3/25/2014
59	1,077,302	Document No. T-8880093	4/22/2014
60	1,092,018	Document No. T-9160166	1/28/2015
61	1,077,836	Document No. T-8891025	5/01/2014
62	1,117,459	Document No. T-8977055	7/28/2014
63	1,090,465	Document No. T-9132115	12/30/2014
64	1,080,754	Document No. T-8946226	6/25/2014
65	1,074,005	Document No. T-8809090	2/11/2014
66	1,077,562	Document No. T-8885197	4/25/2014
67	1,077,140	Document No. T-8878037	4/17/2014
68	1,074,386	Document No. T-8817138	2/19/2014
69	1,080,100	Document No. T-8935036	6/16/2014
70	1,075,710	Document No. T-8845146	3/19/2014
71	1,115,593	Document No. T-8773037	1/3/2014
72	1,072,182	Document No. T-8765205	12/27/2013
73	1,073,311	Document No. T-8794127	1/24/2014

Return by Mail ( ) Pickup (X) to:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10864)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City and County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	LIBER/PAGE: DOCUMENT NO.:
Easement 10864 affecting Lot 19702 Map 1585 of Land Court Application 1069	CERTIFICATE OF TITLE NO(S).: See Exhibit "A"

Mehana 3B

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10864)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 7th day of September, 20 17, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 3818406 as the same may be amended and/or supplemented, pursuant to which Grantor reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Mehana at Kapolei; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR ($1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. Except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantors shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. It is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from said Mehana at Kapolei are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easements hereby shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

3. The Grantor, and its successors and assigns shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation.
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel MARILYN C. USHIJIMA

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

On SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

PETER PHILIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

Date of Doc:	UNDATED AT NOTARIZATION	# Pages:	6 (Not including Exhibits)
Name of Notary:	Peter Philips	Notes:	MEHANA 3B
Doc. Description:	GRANT OF FLOWAGE EASEMENT		

(stamp or seal)

PETER PHILIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

SEP 01 2017
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing ____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

Description Compared and Checked Land Division

All of that certain of parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Being Easement 10864, area 16,860 square feet, for public access and flowage purposes, affecting Lot 19702, as shown on Map 1585, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title No. 1,156,212 issued to MEHANA AT KAPOLEI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation.

SUBJECT, HOWEVER, to the following:

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

2. The terms, provisions and conditions contained in the following:

Instrument	:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated	:	November 14, 1989
Filed	:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties	:	TRUSTEES UN THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument	:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated	:	September 11, 1995
Filed	:	Land Court Document No. 2260754
Recorded	:	Document No. 95-119177
Parties	:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

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4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated	:	November 17, 2004
Recorded	:	in the Land Court as Document No. 3195643

Parties : TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, recorded in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

6. GRANT OF EASEMENT

Granted To	:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For	:	utility purposes
Dated	:	January 23, 2008
Recorded	:	February 1, 2008, filed in the Land Court as Document No. 3707463

7. Terms and provisions contained in the following:

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI

DATED:	January 12, 2009
FILED:	Land Court Document No. 3818406, as the same may be amended, restated and/or supplemented.

Said Declaration was amended by instruments dated June 27, 2012, filed as Land Court Document No. T-8219212, dated March 11, 2015, filed as Land Court Document No. T-9202295, dated April 14, 2015, filed as Land Court Document No. T-9235333, and dated February 9, 2016, filed as Land Court Document No. T-9537211.

NOTICE OF PARTIAL RELINQUISHMENT OF RIGHTS FOR MEHANA AT KAPOLEI dated November 6, 2015, recorded as Document No. A-57880628. (Not noted on Transfer Certificate(s) of Title referred to herein)

NOTICE OF AMENDMENT TO DECLARATION TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR MEHANA AT KAPOLEI TO ALLOW ELECTRONIC COMMUNICATION dated February 9, 2016, recorded as Document No. A-58860729. (Not noted on Transfer Certificate(s) of Title referred to herein).

SUPPLEMENTAL DECLARATION OF ANNEXATION FOR MEHANA AT KAPOLEI (PALAILAI MALL) dated August 28, 2017, filed as Land Court Document No. T-10102215.

8. The terms and provisions contained in the following:

INSTRUMENT :		DEED AND RESERVATION OF RIGHTS
DATED	:	May 3, 2018
FILED	:	Land Court Document No. T-10350300

END OF EXHIBIT "A"

Return by Mail ( ) Pickup (X) to:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10868)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City and County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	LIBER/PAGE:
	DOCUMENT NO.:
Easement 10868 affecting Lot 19705	CERTIFICATE OF
Map 1585 of Land Court Application 1069	TITLE NO(S).: See Exhibit "A"

Mehana 3B
Flowage Esmt 10868

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10868)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 7th day of September, 20 17, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 3818406 as the same may be amended and/or supplemented, and that certain Deed and Reservation of Rights dated August 31, 2015, recorded in the Land Court as Document No. T-9395336, pursuant to which Grantor reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H:

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Mehana at Kapolei; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR ($1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. Except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantors shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. It is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from said Mehana at Kapolei are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easements hereby shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

3. The Grantor, and its successors and assigns shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation.
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

Date of Doc:	UNDATED AT NOTARIZATION	# Pages:	6 (Not including Exhibits)
Name of Notary:	Peter Philips	Notes:	
Doc. Description:	GRANT OF FLOWAGE EASEMENT		

(stamp or seal)

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

SEP 07 2017
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing ____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

Description Compared and Checked Land Division

All of that certain of parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Being Easement 10868, area 14,760 square feet, for public access and flowage purposes, affecting Lot 19705, as shown on Map 1585, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title 1,104,315 issued to MEHANA AT KAPOLEI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation.

SUBJECT, HOWEVER, to the following:

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

2. The terms, provisions and conditions contained in the following:

Instrument	:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated	:	November 14, 1989
Filed	:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties	:	TRUSTEES UN THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument	:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated	:	September 11, 1995
Filed	:	Land Court Document No. 2260754
Recorded	:	Document No. 95-119177
Parties	:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended and Restated Declaration Listing Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated	:	November 17, 2004
Recorded	:	in the Land Court as Document No. 3195643
Parties	:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, recorded in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

6. GRANT OF EASEMENT

Granted To	:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For	:	utility purposes
Dated	:	January 23, 2008
Recorded	:	February 1, 2008, filed in the Land Court as Document No. 3707463

7. The terms and provisions contained in the following:

Instrument	:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI
Dated	:	January 12, 2009
Filed	:	Land Court Document No. 3818406

Said Declaration was amended by instrument dated June 27, 2012, filed as Land Court Document No. T-8219212, dated March 11, 2015, filed as Land Court Document No. T-9202295, dated April 14, 2015, filed as Land Court Document No. T-9235333, and dated February 9, 2016, filed as Land Court Document No. T-9537211.

8. Designation of Easement "10866" for maintenance, landscaping and irrigation purposes, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

9. Designation of Easement "10867" for public access, as shown on Map 1585, as set forth by Order filed as Land Court Document No. T-8415242.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following:

Instrument	:	GRANT OF MAINTENANCE, LANDSCAPING AND IRRIGATION EASEMENT (Mehana 3B)
Granted To	:	MEHANA AT KAPOLEI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation
For	:	landscaping purposes
Dated	:	August 31, 2015
Recorded	:	September 23, 2015 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-9396092
Affects	:	Easement 10866

11. The terms and provisions contained in the following:

INSTRUMENT	:	DEED AND RESERVATION OF RIGHTS
DATED	:	August 31, 2015
FILED	:	Land Court Document No. T-9395336

END OF EXHIBIT "A"

AFTER RECORDATION MAIL[ ] PICKUP [X] TO:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

TITLE OF DOCUMENT:

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10887)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City & County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	
Easement 10887, Map 1585 of Land Court Appl. 1069, affecting Lot 19710, Map 1592 of Land Court Appl. 1069	TRANSFER CERTIFICATE OF TITLE NO(S).: See Schedule 1

Mehana 3B
Flowage Esmt 10887

GRANT OF FLOWAGE EASEMENT
(Mehana 3B – Easement 10887)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 7th day of September, 2017, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3818406, as the same may be amended and/or supplemented, pursuant to which Grantor has reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

WHEREAS, the Grantor has submitted documents to Grantee conveying certain drainage easements for the drainage of storm and surface waters from that certain tract of land sometimes referred to as Mehana at Kapolei; and

WHEREAS, storm and surface waters from said drainage easements will be discharged upon certain lands owned by Grantor and more particularly described hereinafter; and

WHEREAS, the Grantee will not accept the easements for said subdivision of the Grantor unless and until flowage easements over said land of Grantor have been conveyed to the Grantee; and

WHEREAS, Grantor is agreeable to the conveyance of said flowage easements;

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR ($1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easements described in Exhibit "A" attached hereto and made a part hereof;

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor and its successors and assigns, the right to control, direct and contain within said easement areas in any manner whatsoever the flowage of such waters from said drainage easements.

AND the parties hereto agree as follows:

1. Except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantors shall not obstruct the flowage of such waters discharged from said drainage easements and Grantor shall keep and maintain said easement areas free and clear of any structures, plantings, and debris which might divert, retard or obstruct the free flowage of said storm and surface waters.

2. It is expressly understood by the parties hereto that in the event said easement areas are developed and subdivided and other means for the disposal of all waters from

said Mehana at Kapolei are provided thereby making the easements hereby granted no longer necessary, then in such event upon the approval by the City and County of Honolulu by its Department of Facility Maintenance, of such other means of drainage, the easements hereby shall automatically be terminated and cancelled without further action on the part of any of the parties hereto; provided, that the Grantee will execute any instrument necessary to cancel this grant of easement of record.

3. The Grantor, and its successors and assigns shall make no claim against the Grantee for any damage to said easement areas or improvements thereon resulting from the discharge of waters over and across said easement areas as aforesaid.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers as of the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation.
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel MARILYN C. USHIJIMA

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

On SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

Date of Doc: UNDATED AT NOTARIZATION	# Pages: 6 (Not including Exhibits)
Name of Notary: Peter Philips	Notes:
Doc. Description: GRANT OF FLOWAGE EASEMENT	
	(stamp or seal)
SEP 07 2017	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing ____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

Description Composed and Checked Land Division

All of that certain of parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Being Easement 10887, area 8,127 square feet, for flowage and access purposes, as shown on Map 1585, affecting Lot 19710, as shown on Map 1592, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificates of Title Nos. shown on Schedule 1 attached hereto.

SUBJECT, HOWEVER, to the following:

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

2. The terms, provisions and conditions contained in the following:

Instrument	:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated	:	November 14, 1989
Filed	:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties	:	TRUSTEES UN THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument	:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated	:	September 11, 1995
Filed	:	Land Court Document No. 2260754
Recorded	:	Document No. 95-119177
Parties	:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended and Restated Declaration Listing Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated	:	November 17, 2004
Recorded	:	in the Land Court as Document No. 3195643
Parties	:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, recorded in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

6. GRANT OF EASEMENT

Granted To	:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For	:	utility purposes
Dated	:	January 23, 2008
Recorded	:	February 1, 2008, filed in the Land Court as Document No. 3707463

7. The terms and provisions contained in the following:

INSTRUMENT	:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI
DATED	:	January 12, 2009
FILED	:	Land Court Document No. 3818406, as the same may be amended and/or restated

Said Declaration was amended by instruments dated as of June 27, 2012, filed as Land Court Document No. T-8219212, dated as of March 11, 2015, filed as Land Court Document No. T-9202295, dated as of April 14, 2015, filed as Land Court Document No. T-9235333, and dated as of February 9, 2016, filed as Land Court Document No. T-9537211.

Said Declaration was also amended by instruments dated effective September 22, 2015, recorded as Document No. A-57880628, dated effective February 9, 2016, recorded as Document No. A-58860729, and dated effective as of October 29, 2018, recorded as Document No. A-68770673.

The land described herein was annexed to said Declaration by instrument dated as of February 13, 2013, filed as Land Court Document No. T-8444432.

8. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CLUSTER PERMIT CONDITIONS AND RESTRICTIONS APPLICABLE TO KUKUNA AT MEHANA
DATED	:	January 25, 2013
FILED	:	Land Court Document No. T-8444433

9. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "KUKUNA AT MEHANA" CONDOMINIUM PROJECT
DATED	:	February 13, 2013
FILED	:	Land Court Document No. T-8444434
MAP	:	2192 and any amendments thereto

Said Condominium Map No. 2192 was amended by instrument dated July 19, 2013, filed as Land Court Document No. T-8605335 and by instrument dated March 6, 2014, filed as Land Court Document No. T-8834106, as the same may be further amended

Said Declaration was amended and/or supplemented by the following instruments:

DATED:	DOCUMENT NO.:
July 19, 2013	T-8605336
November 14, 2013	T-8719369
January 16, 2014	T-8782244
February 6, 2014	T-8807193
April 10, 2014	T-8878297
May 6, 2014	T-8892190
June 10, 2014	T-8936275
July 10, 2014	T-8963183
August 11, 2014	T-8995167
September 10, 2014	T-9027214
October 7, 2014	T-9053169
March 4, 2015	T-9205121
November 6, 2015	T-9447187

10. The terms and provisions contained in the following:

INSTRUMENT	:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED	:	February 13, 2013
FILED	:	Land Court Document No. T-8444435

11. DESIGNATION OF EASEMENT "10923"

PURPOSE	:	landscaping
SHOWN	:	on Map 1592, as set forth by Order filed as Land Court Document No. T-8578434

Together with the reserved right of Grantor to grant the same without the joinder or consent of Grantee or Grantee's mortgagee.

12. GRANT

TO	:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED	:	September 18, 2013
FILED	:	Land Court Document No. T-8669036

GRANTING	:	a right and easement for utility purposes, further described therein

13. GRANT OF ACCESS EASEMENT (Mehana 3B-Kukuna at Mehana)

TO	:	MEHANA AT KAPOLEI COMMUNITY ASSOCIATION
DATED	:	August 31, 2015
FILED	:	Land Court Document No. T-9388111
GRANTING	:	an easement over Easement 10887 for access purposes

14. GRANT OF LANDSCAPING EASEMENTS (Mehana 3C Subdivision) in favor of MEHANA AT KAPOLEI COMMUNITY ASSOCIATION dated August 7, 2018, filed as Land Court Document No. T-10537123; re: granting an easement over said Easements "10923" for landscaping purposes, etc.

15. The terms and provisions contained in the Unit Deed and Reservation of Rights noted in the Transfer Certificates of Title Nos. noted on Schedule 1 attached hereto.

END OF EXHIBIT "A"

SCHEDULE 1

		Kukuna at Mehana Unit Deed and Reservation of Rights	
Unit No.	Current TCT No.	Document No	Instrument Date
1	1,081,576	Document No. T-8963086	7/14/2014
2	1,082,026	Document No. T-8971072	7/21/2014
3	1,080,751	Document No. T-8946221	6/16/2014
4	1,072,066	Document No. T-8764216	12/23/2013
5	1,070,925	Document No. T-8740184	12/4/2013
6	1,071,037	Document No. T-8744065	12/3/2013
7	1,070,420	Document No. T-8730076	11/12/2013
8	1,071,533	Document No. T-8753179	12/16/2013
9	1,109,582	Document No. T-8736212	11/27/2013
10	1,070,623	Document No. T-8733184	11/26/2013
11	1,073,883	Document No. T-8807053	2/07/2014
12	1,070,622	Document No. T-8733182	11/25/2013
13	1,073,999	Document No. T-8809075	2/10/2014
14	1,072,937	Document No. T-8786085	1/10/2014
15	1,071,823	Document No. T-8758052	12/20/2013
16	1,073,089	Document No. T-8789016	1/20/2014
17	1,073,413	Document No. T-8796066	1/28/2014
18	1,073,945	Document No. T-8808103	2/10/2014
19	1,079,653	Document No. T-8926099	6/05/2014
20	1,075,244	Document No. T-8837055	3/10/2014
21	1,074,385	Document No. T-8817136	2/18/2014
22	1,078,687	Document No. T-8906065	5/16/2014
23	1,074,827	Document No. T-8828116	2/27/2014
24	1,083,026	Document No. T-8991174	8/12/2014
25	1,074,277	Document No. T-8816123	2/18/2014
26	1,102,901	Document No. T-8859130	3/28/2014
27	1,078,829	Document No. T-8908086	5/12/2014
28	1,080,247	Document No. T-8936183	6/17/2014
29	1,076,013	Document No. T-8852244	3/26/2014
30	1,080,650	Document No. T-8943304	6/24/2014
31	1,076,009	Document No. T-8852234	3/21/2014
32	1,077,563	Document No. T-8885200	4/28/2014
33	1,078,686	Document No. T-8906063	5/16/2014
34	1,082,289	Document No. T-8977053	7/29/2014
35	1,083,470	Document No. T-8999200	8/20/2014
36	1,084,188	Document No. T-9013203	9/02/2014
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72	1,072,182	Document No. T-8765205	12/27/2013
73	1,073,311	Document No. T-8794127	1/24/2014

AFTER RECORDATION MAIL[ ] PICKUP [X] TO:

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: 768-8706

TITLE OF DOCUMENT:

GRANT OF SEWER EASEMENT
(Mehana 3B – Easement 10895)

PARTIES TO DOCUMENT:

Grantor: D.R. HORTON – SCHULER HOMES, LLC, dba D.R. Horton-Schuler Division, 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813

Grantee: City & County of Honolulu; Honolulu Hale, Honolulu, Hawaii 96813

PROPERTY DESCRIPTION:	DOCUMENT NO.:
Easement 10895 Map 1585, Land Court Application 1069 affecting Lot 19710 Map 1592 Land Court Application 1069	CERTIFICATE OF TITLE NO(S).: see Exhibit "A"

Mehana 3B
Sewer Esmt 10895

GRANT OF SEWER EASEMENT
(Mehana 3B – Easement 10895)

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made September 7, 20 17, by and between D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, hereinafter called the "Grantor", in accordance with that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei dated January 12, 2009, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3818406, as the same may be amended and/or supplemented, pursuant to which Grantor has reserved the rights herein exercised, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantee",

W I T N E S S E T H :

That the Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across that certain parcel(s) of land described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "easement area";

Together with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the said easement area, such sewer pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and

easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor;

After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assign, without the written consent of the Grantor and that said consent will not be unreasonably withheld;

Any sewer pipeline or pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

In the event the Grantee shall at any time completely remove its sewer pipeline or pipelines from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipeline through, under or across said parcel or parcels of land, or shall for a like period cease to maintain and operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein;

When more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural; and

The term "grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns; and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu, and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and assigns, forever, for the uses and purposes aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. HORTON - SCHULER DIVISION

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: Robert Q. Bruhl
Title: Division President, Hawaii Division

"Grantor"

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI, MAYOR

"Grantee"

APPROVED AS TO FORM
AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

APPROVED AS TO CONTENTS

_____
Department of Environmental Services

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

On SEP 07 2017, before me personally appeared **ROBERT Q. BRUHL**, to me personally known, who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Type or print name: Peter Philips
My commission expires: September 14, 2018

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Date of Doc: UNDATED AT NOTARIZATION	# Pages: 6 (Not including Exhibits)
Name of Notary: Peter Philips	Notes:
Doc. Description: GRANT OF SEWER EASEMENT	
	(stamp or seal)
Notary Signature SEP 07 2017 Date	
First Circuit, State of Hawaii	

NOTARY CERTIFICATION

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

On this _____ day of _____, 20____, before me appeared RICK BLANGIARDI, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing ____ pages, being a _____, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said RICK BLANGIARDI acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit Court, State of Hawaii
Print Name:_____

My commission expires:_____

Date of Doc: _____	# Pages: _____
Name of Notary: _____	Notes: _____
Doc. Description: _____	
_____	(stamp or seal)
_____	
_____	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

Exhibit "A"

Description Compared and Checked Land Division

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii.

Being Easement 10895, area 11,012 square feet, for drainage and sewer purposes, as shown on Map 1585, affecting Lot 19710, as shown on Map 1592, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title Nos. noted on Schedule 1 attached hereto.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms, provisions and conditions contained in the following:

Instrument:	AMENDED DOCUMENT LISTING CONDITIONS AND PRE-CONDITIONS TO RECLASSIFICATION
Dated:	November 14, 1989
Filed:	in the Land Court of the State of Hawaii ("Land Court"), as Document No. 1684751
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended Document Listing Conditions and Pre-Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, filed as Document No. 95-119179.

3. The terms, provisions and conditions, contained in the following:

Instrument:	AMENDED AND RESTATED DOCUMENT LISTING CONDITIONS TO RECLASSIFICATION
Dated:	September 11, 1995
Filed:	Land Court Document No. 2260754
Recorded:	Document No. 95-119177
Parties:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

Said Amended and Restated Declaration Listing Conditions to Reclassification was amended by instrument dated September 11, 1995, filed as Land Court Document No. 2260756, recorded as Document No. 95-119179.

4. The terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

Dated:	November 17, 2004
Filed:	in the Land Court as Document No. 3195643

Parties: TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "Declarant"

5. The terms and provisions contained in TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS dated December 14, 2005, filed in the Land Court as Document No. 3368412.

ASSIGNMENT OF RIGHTS dated December 13, 2010, filed as Land Court Document No. 4051714.

6. GRANT OF EASEMENT

Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For:	utility purposes
Dated:	January 23, 2008
Filed:	February 1, 2008, filed in the Land Court as Document No. 3707463

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MEHANA AT KAPOLEI
DATED:	January 12, 2009
FILED :	Land Court Document No. 3818406

Said Declaration was amended by instruments dated as of June 27, 2012, filed as Land Court Document No. T-8219212, dated as of March 11, 2015, filed as Land Court Document No. T-9202295, dated as of April 14, 2015, filed as Land Court Document No. T-9235333, and dated as of February 9, 2016, filed as Land Court Document No. T-9537211.

Said Declaration was also amended by instruments dated effective September 22, 2015, recorded as Document No. A-57880628, dated effective February 9, 2016, recorded as Document No. A-58860729, and dated effective as of October 29, 2018, recorded as Document No. A-68770673.

The land described herein was annexed to said Declaration by instrument dated as of February 13, 2013, filed as Land Court Document No. T-8444432.

8. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CLUSTER PERMIT CONDITIONS AND RESTRICTIONS APPLICABLE TO KUKUNA AT MEHANA
DATED:	January 25, 2013
FILED :	Land Court Document No. T-8444433

9. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "KUKUNA AT MEHANA" CONDOMINIUM PROJECT
DATED:	February 13, 2013
FILED:	Land Court Document No. T-8444434
MAP:	2192 and any amendments thereto

Said Condominium Map No. 2192 was amended by instrument dated July 19, 2013, filed as Land Court Document No. T-8605335 and by instrument dated March 6, 2014, filed as Land Court Document No. T-8834106, as the same may be further amended

Said Declaration was amended and/or supplemented by the following instruments:

DATED:	DOCUMENT NO.:
July 19, 2013	T-8605336
November 14, 2013	T-8719369
January 16, 2014	T-8782244
February 6, 2014	T-8807193
April 10, 2014	T-8878297
May 6, 2014	T-8892190
June 10, 2014	T-8936275
July 10, 2014	T-8963183
August 11, 2014	T-8995167
September 10, 2014	T-9027214
October 7, 2014	T-9053169
March 4, 2015	T-9205121
November 6, 2015	T-9447187

10. The terms and provisions contained in the following:

INSTRUMENT:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED:	February 13, 2013
FILED:	Land Court Document No. T-8444435

11. DESIGNATION OF EASEMENT "10923"

PURPOSE:	landscaping
SHOWN:	on Map 1592, as set forth by Order filed as Land Court Document No. T-8578434, together with the reserved right of Grantor to grant the same without the joinder or consent of Grantee

12. GRANT

TO:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED:	September 18, 2013
FILED:	Land Court Document No. T-8669036
GRANTING:	a right and easement for utility purposes, further described therein

13. GRANT OF LANDSCAPING EASEMENTS (Mehana 3C Subdivision) in favor of MEHANA AT KAPOLEI COMMUNITY ASSOCIATION dated August 7, 2018, filed as Land Court Document No. T-10537123; re: granting an easement over said Easements "10923" for landscaping purposes, etc.

14. The terms and provisions contained in the Unit Deed and Reservation of Rights noted in the Transfer Certificates of Title Nos. noted on Schedule 1 attached hereto.

END OF EXHIBIT "A"

SCHEDULE 1

		Kukuna at Mehana Unit Deed and Reservation of Rights	
Unit No.	Current TCT No.	Document No	Instrument Date
1	1,081,576	Document No. T-8963086	7/14/2014
2	1,082,026	Document No. T-8971072	7/21/2014
3	1,080,751	Document No. T-8946221	6/16/2014
4	1,072,066	Document No. T-8764216	12/23/2013
5	1,070,925	Document No. T-8740184	12/4/2013
6	1,071,037	Document No. T-8744065	12/3/2013
7	1,070,420	Document No. T-8730076	11/12/2013
8	1,071,533	Document No. T-8753179	12/16/2013
9	1,109,582	Document No. T-8736212	11/27/2013
10	1,070,623	Document No. T-8733184	11/26/2013
11	1,073,883	Document No. T-8807053	2/07/2014
12	1,070,622	Document No. T-8733182	11/25/2013
13	1,073,999	Document No. T-8809075	2/10/2014
14	1,072,937	Document No. T-8786085	1/10/2014
15	1,071,823	Document No. T-8758052	12/20/2013
16	1,073,089	Document No. T-8789016	1/20/2014
17	1,073,413	Document No. T-8796066	1/28/2014
18	1,073,945	Document No. T-8808103	2/10/2014
19	1,079,653	Document No. T-8926099	6/05/2014
20	1,075,244	Document No. T-8837055	3/10/2014
21	1,074,385	Document No. T-8817136	2/18/2014
22	1,078,687	Document No. T-8906065	5/16/2014
23	1,074,827	Document No. T-8828116	2/27/2014
24	1,083,026	Document No. T-8991174	8/12/2014
25	1,074,277	Document No. T-8816123	2/18/2014
26	1,102,901	Document No. T-8859130	3/28/2014
27	1,078,829	Document No. T-8908086	5/12/2014
28	1,080,247	Document No. T-8936183	6/17/2014
29	1,076,013	Document No. T-8852244	3/26/2014
30	1,080,650	Document No. T-8943304	6/24/2014
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