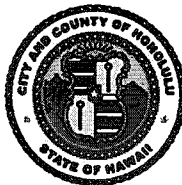


DEPARTMENT OF DESIGN AND CONSTRUCTION
KA 'OIHANA HAKULAU A ME KE KĀPILI
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8480 • FAX: (808) 768-4567 • WEBSITE: honolulu.gov

RICK BLANGIARDI
MAYOR
MEIA



HAKU MILLES, P.E.
DIRECTOR
PO'O

LA 24-209.AH
731859

July 25, 2024

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: Kamilo Heights Subdivision, Increments I and II

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Hawai'i Kai. 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 49, and 75;
- (2) Deed conveying roadway Lot C.

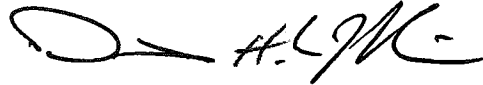
As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances.

- (1) Grant of Flowage Easement A.

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
July 25, 2024
Page 2

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

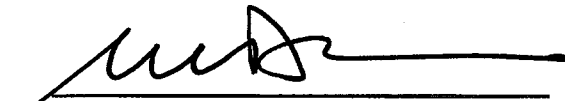
Respectfully,

A handwritten signature in black ink, appearing to read 'H. Milles', written in a cursive style.

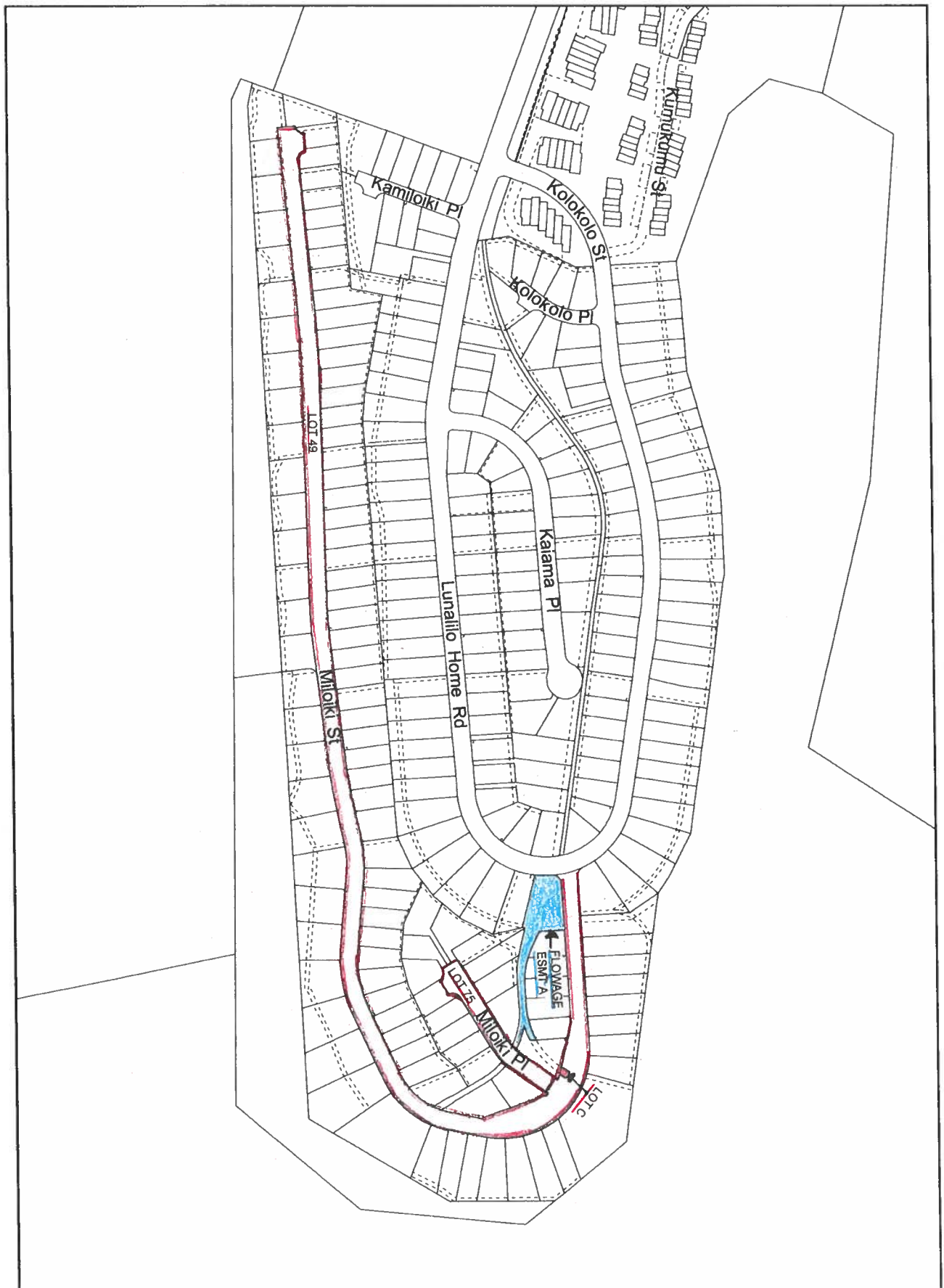
Haku Milles, P.E., LEED AP
Director

Enclosures (4)

APPROVED:

A handwritten signature in black ink, appearing to read 'Michael D. Formby', written in a cursive style.

Michael D. Formby
Managing Director



AFTER RECORDATION, RETURN BY MAIL () PICK UP (X)

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: (808) 768-8706

This document is 15 pages.

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership
By KAMILO HEIGHTS COMMUNITY ASSOCIATION, Receiver
a Hawaii non-profit corporation
231 Miloiki Place, Honolulu, Hawaii 96825; and
JOSHIN U.S.A. CO., LTD., a Hawaii corporation
By HALONA KAI OWNERS 'ASSOCIATION, Receiver
a Hawaii non-profit corporation,
c/o 6600 Kalaniana'ole Highway, Honolulu, Hawaii 96825

GRANTEE: CITY AND COUNTY OF HONOLULU
a municipal corporation of the State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY NO.: (1) 3-9-099-156

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED made this 26th day of January, 2024, by and between CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership, by and through KAMILO HEIGHTS COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, as receiver for the general partners of Chanuta Development Company, K. N. Development Company, a Hawaii corporation, and Chandler Holdings Inc., a Hawaii corporation, whose address is 231 Miloiki Place, Honolulu, Hawaii 96825, and JOSHIN U.S.A. CO., LTD., a Hawaii corporation, by and through HALONA KAI OWNERS' ASSOCIATION, a Hawaii non-profit corporation, as receiver for Joshin U.S.A. Co., Ltd., a Hawaii corporation, whose address is c/o 6600 Kalaniana'ole Highway, Honolulu, Hawaii 96825, pursuant to the "*Order Granting Plaintiffs' Motion for Default Judgment against Defendants Joshin U.S.A. Co., Ltd., Chanuta Development Company, K. N. Development Company and Chandler Holdings, Inc. Filed on May 25, 2023*", filed on July 14, 2023, and the *Judgment*, filed on July 14, 2023, in Halona Kai Owners' Association, et al. vs. Joshin U.S.A. Co., Ltd., Civil No. 1CCV-21-0000573, in the Circuit Court of the First Circuit, State of Hawaii, hereinafter collectively called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee".

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee as Tenant in Severalty:

All of the property more particularly described in Exhibit "A" which is attached to and expressly made a part hereof, and certain items of personal property, if any, as more specifically described in said Exhibit "A". 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 buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining, or held and enjoyed therewith unto Grantee according to the tenancy hereinafter set forth, absolutely and forever, subject, however, to the liens, encumbrances, exceptions and other matters set forth in said Exhibit "A";

Grantor hereby covenants and agrees with the Grantee that the Grantor is lawfully seised in fee simple of said property and that the aforementioned receivers for Grantor has good right to sell and convey the same as aforesaid and that the same are free and clear of and from all encumbrances other than those set forth in said Exhibit "A" and the real property taxes not yet required by law to be paid; any delinquent amount thereto to be pro rated between the parties hereto; that the Grantor is the sole and absolute owner of said personal property, (if any) and that the Grantor's title thereto is free and clear of all encumbrances; that Grantor will WARRANT and DEFEND the same unto Grantee against the lawful claims and demands of all persons only as to the receivers' right to sell and convey said property for and on behalf of Grantor.

This conveyance and the warranties of the Grantor are expressly declared to be in favor of the Grantee, as Tenant in Severalty, and Grantee's successors and assigns.

THE RIGHTS AND OBLIGATIONS of Grantor and Grantee shall be binding upon and inure to the benefit of their respective successors and assigns.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural

number, individuals or corporations, and their and each of their respective successors and assigns, according to the context thereof, provided that receivers' execution and delivery of this Limited Warranty Deed shall be solely for the purpose of conveying said property for and on behalf of their respective Grantor and shall not be construed in any manner that said receivers are a successor or assign of their respective Grantor. If these presents shall be signed by two or more Grantors or two or more Grantees, all covenants of such parties for all purposes shall be joint and several.

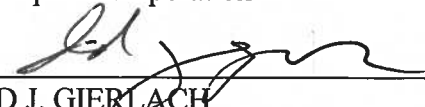
The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, Grantor and Grantee herein have hereunto executed this instrument on the day and year first above written.

CHANUTA DEVELOPMENT COMPANY,
a Hawaii partnership
By Its Partners

K.N. DEVELOPMENT COMPANY,
a Hawaii corporation
and
CHANDLER HOLDINGS INC.,
a Hawaii corporation,
By Its Receiver

KAMILO HEIGHTS COMMUNITY
ASSOCIATION,
a Hawaii non-profit corporation

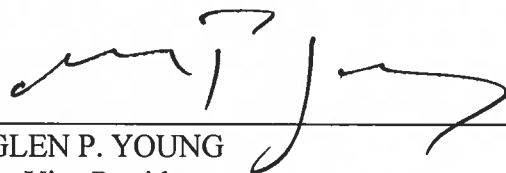
By 
DAVID J. GIERLACH
Its President

By 
THOMAS UENO
Its Treasurer

By 
KEVIN ODA
Its Secretary

JOSHIN U.S.A. CO., LTD.,
a Hawaii corporation
By Its Receiver

HALONA KAI OWNERS' ASSOCIATION,
a Hawaii non-profit corporation

By 
GLEN P. YOUNG
Its Vice President

By 
PATRICK S. CROSS
Its Secretary and Treasurer

“Grantor”

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawaii

By _____
RICK BLANGIARDI
Its Mayor

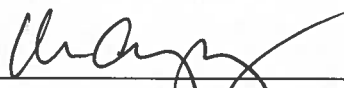
“Grantee”

APPROVED AS TO CONTENTS

DEPARTMENT OF FACILITY
MAINTENANCE

By 
Name: GENE C. ALBANO
Its DIRECTOR & CHIEF ENGINEER

APPROVED AS TO FORM AND LEGALITY

By 
Name: MARVYN C. USHIJIMA
Deputy Corporation Counsel

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

On this 26th day of January, 2024, before me appeared DAVID J. GIERLACH, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this fifteen (15) page LIMITED WARRANTY DEED, dated undated, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



Glen P. Young
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

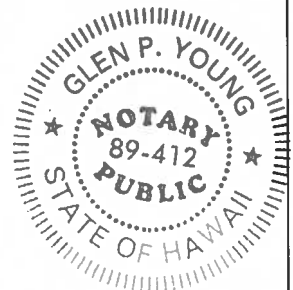
Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 15 Jurisdiction: First Circuit
(in which notarial act is performed)

Glen P. Young
Signature of Notary Date of Notarization and Certification Statement
1/26/2024

Glen P. Young
Printed Name of Notary (Official Stamp or Seal)



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

On this 4th day of February, 2024, before me appeared THOMAS UENO, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this fifteen (15) page LIMITED WARRANTY DEED, dated undated 7/19/2025 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



Glen P. Young
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

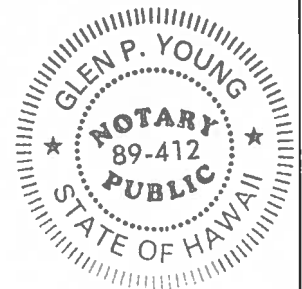
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Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 15 Jurisdiction: First Circuit
(in which notarial act is performed)

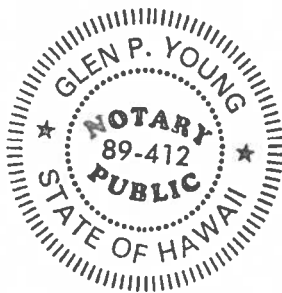
Glen P. Young
Signature of Notary Date of Notarization and Certification Statement
2/4/2024

Glen P. Young
Printed Name of Notary (Official Stamp or Seal)



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

On this 4th day of February, 2024, before me appeared KEVIN ODA,
☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being
by me duly sworn, did say that such person executed this fifteen (15) page LIMITED
WARRANTY DEED, dated undated — no, 2024, in the First Circuit of the State of
Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having
been fully authorized to execute such instrument in such capacity.



Glen P. Young
Name: Glen P. Young
Notary Public, in and for said County and
State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

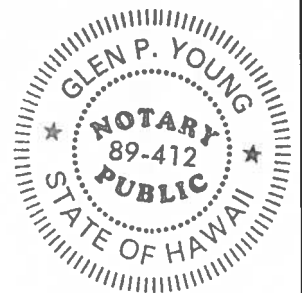
Document Identification or Description: LIMITED WARRANTY DEED

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No. of Pages: 15 Jurisdiction: First Circuit
(in which notarial act is performed)

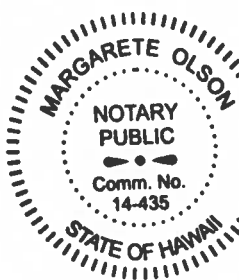
Glen P. Young
Signature of Notary Date of Notarization and
Certification Statement

Glen P. Young (Official Stamp or Seal)
Printed Name of Notary



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

On this 6 day of February, 2024, before me appeared GLEN P. YOUNG, to me personally known, who, being by me duly sworn, did say that such person executed this FIFTEEN (15) page LIMITED WARRANTY DEED, dated UNDATED, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



Margarette Olson
Name: MARGARETE OLSON
Notary Public, in and for said County and State
My commission expires: 12/14/2026

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: LIMITED WARRANTY DEED

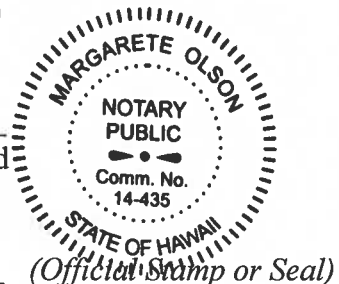
Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 15 Jurisdiction: First Circuit
(in which notarial act is performed)

Margarette Olson
Signature of Notary

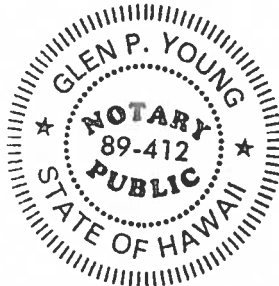
2/6/24
Date of Notarization and
Certification Statement

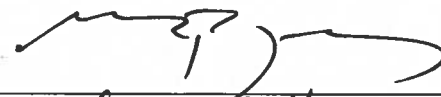
MARGARETE OLSON
Printed Name of Notary



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

On this 28th day of January, 2024, before me appeared PATRICK S. CROSS, to me personally known, who, being by me duly sworn, did say that such person executed this fifteen (15) page LIMITED WARRANTY DEED, dated undated ---, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.




Name: Glen P. Young
Notary Public, in and for said County and State

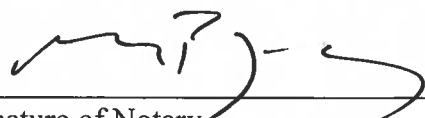
My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

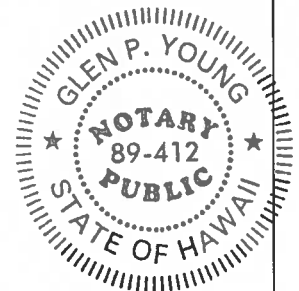
Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 15 Jurisdiction: First Circuit
(in which notarial act is performed)


Signature of Notary Date of Notarization and Certification Statement
1/28/2024

Glen P. Young
Printed Name of Notary



(Official Stamp or Seal)

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

On this ____ day of _____, 2024, before me appeared RICK BLANGIARDI, ☐ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this _____ (____) page LIMITED WARRANTY DEED, dated _____, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.

Name: _____
Notary Public, in and for said County and State

My commission expires: _____

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☐ Undated at time of notarization.

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

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary (Official Stamp or Seal)

EXHIBIT "A"

-PARCEL FIRST:-

Being all of Lot 75, of the KAMILO HEIGHTS, INCREMENT — I", area 18,839 square feet, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2025, and being the land covered by a portion of Royal Patent 4475, Land Commission Award 7713, Apana 30 to Victoria Kamamalu.

Situate at Maunaloa, Honolulu, Oahu, Hawaii

Together with an easement or right-of-way, affecting Lot 49, as shown on File Plan Number 2050, as granted by GRANT OF EASEMENT dated September 18, 1992, recorded as Document No. 92-153687.

-PARCEL SECOND:-

Being all of Lot 49, of the KAMILO HEIGHTS - INCREMENT II", area 164,660 square feet, as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2050, and being the land covered by a portion of Royal Patent 4475, Land Commission Award 7713, Apana 30 to Victoria Kamamalu.

Situate at Maunaloa, Honolulu, Oahu, Hawaii

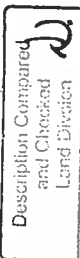
Said above described parcels of land having been acquired as follows:

1. By CHANUTA DEVELOPMENT, INC., a Hawaii general partnership, by:
 - (A) DEED of MATSUO TAKABUKI, MYRON BENNETT THOMPSON, WILLIAM SHAW RICHARDSON and HENRY HAALILIO PETERS, Trustees of the Estate of Bernice Pauahi Bishop, dated December 16, 1988, recorded in Liber 22726 at Page 517; and
 - (B) QUITCLAIM DEED of TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, DECEASED, dated September 11, 1990, recorded as Document No. 90-1415251.
2. By JOSHIN U.S.A. CO., LTD., a Hawaii corporation, by DEED of CHANUTA DEVELOPMENT COMPANY, a Hawaii general partnership, dated September 11, 1990, recorded as Document No. 90-142957.

SUBJECT, HOWEVER, to the following:

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

Lots 75 and 49 are covered by Tax Key: (1) 3-9-099-156.



2. Mineral and water rights of any nature.

3. -AS TO PARCEL SECOND:-

(A) DESIGNATION OF EASEMENT "20" (6 feet wide)

PURPOSE : sanitary sewer

REFERENCED: on File Plan Number 2025

(B) DESIGNATION OF EASEMENT "15"

PURPOSE : sanitary sewer

REFERENCED: on File Plan Number 2025

(C) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and
GTE HAWAIIAN TELEPHONE COMPANY
INCORPORATED, now known as HAWAIIAN
TELCOM, INC.

DATED : December 10, 1991

RECORDED : Document No. 92-012623

GRANTING : a right and easement for utility purposes over and
across Lot 49 as shown on File Plan Number 2050

(D) GRANT

TO : CHANUTA DEVELOPMENT COMPANY, a
Hawaii general partnership, and JOSHIN U.S.A. CO.,
LTD., a Hawaii corporation

DATED : September 18, 1992

RECORDED : Document No. 92-153687

GRANTING : an easement or right-of-way over and across Lot 49
as shown on File Plan Number 2050, in favor of each
of the lots more particularly described therein

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS

DATED : June 13, 1979

RECORDED : Liber 13798 Page 448

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KAMILOIKI 5 ADDITIONAL
LOTS

DATED : April 18, 1991

RECORDED : Document No. 91-050165

6. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and GTE
HAWAIIAN TELEPHONE COMPANY
INCORPORATED, now known as HAWAIIAN
TELCOM, INC.
DATED : April 24, 1991
RECORDED : Document No. 91-062739
GRANTING : a perpetual right and easement for utility purposes over and
across Lot 75 as shown on File Plan Number 2025

7. THE EFFECTS, IF ANY, OF THE FOLLOWING:

GRANT OF EASEMENT RE SEWER PIPELINES

DATED : August 31, 1995
RECORDED : Document No. 95-129941

END OF EXHIBIT "A"

AFTER RECORDATION, RETURN BY MAIL () PICK UP (X)

DIVISION OF LAND SURVEY &
ACQUISITION
CITY AND COUNTY OF HONOLULU
PHONE: (808) 768-8706

This document is 11 pages.

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership
By KAMILO HEIGHTS COMMUNITY ASSOCIATION, Receiver
a Hawaii non-profit corporation
231 Miloiki Place, Honolulu, Hawaii 96825

GRANTEE: CITY AND COUNTY OF HONOLULU
a municipal corporation of the State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY NO.: (1) 3-9-099-167

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED made this 26th day of January, 2024, by and between CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership, by and through KAMILO HEIGHTS COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, as receiver for the general partners of Chanuta Development Company, K. N. Development Company, a Hawaii corporation, and Chandler Holdings Inc., a Hawaii corporation, whose address is 231 Miloiki Place, Honolulu, Hawaii 96825, pursuant to the "*Order Granting Plaintiffs' Motion for Default Judgment against Defendants Joshin U.S.A. Co., Ltd., Chanuta Development Company, K. N. Development Company and Chandler Holdings, Inc. Filed on May 25, 2023*", filed on July 14, 2023, and the *Judgment*, filed on July 14, 2023, in Halona Kai Owners' Association, et al. vs. Joshin U.S.A. Co., Ltd., Civil No. 1CCV-21-0000573, in the Circuit Court of the First Circuit, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee".

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the Grantee as Tenant in Severalty:

All of the property more particularly described in Exhibit "A" which is attached to and expressly made a part hereof, and certain items of personal property, if any, as more specifically described in said Exhibit "A".

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 buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining, or held and enjoyed therewith unto Grantee according to the tenancy hereinafter set forth, absolutely and forever, subject, however, to the liens, encumbrances, exceptions and other matters set forth in said Exhibit "A";

Grantor hereby covenants and agrees with the Grantee that the Grantor is lawfully seised in fee simple of said property and that the aforementioned receiver for Grantor has good right to sell and convey the same as aforesaid and that the same are free and clear of and from all encumbrances other than those set forth in said Exhibit "A" and the real property taxes not yet required by law to be paid; the delinquent amount thereto to be pro rated between the parties hereto; that the Grantor is the sole and absolute owner of said personal property, (if any) and that the Grantor's title thereto is free and clear of all encumbrances; that Grantor will WARRANT and DEFEND the same unto Grantee against the lawful claims and demands of all persons only as to the receiver's right to sell and convey said property for and on behalf of Grantor.

This conveyance and the warranties of the Grantor are expressly declared to be in favor of the Grantee, as Tenant in Severalty, and Grantee's successors and assigns.

THE RIGHTS AND OBLIGATIONS of Grantor and Grantee shall be binding upon and inure to the benefit of their respective successors and assigns.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors and assigns,

according to the context thereof., provided that receiver's execution and delivery of this Limited Warranty Deed shall be solely for the purpose of conveying said property for and on behalf of Grantor and shall not be construed in any manner that said receiver is a successor or assign of Grantor.

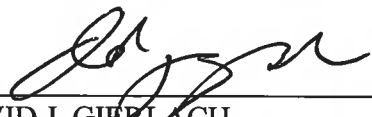
The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, Grantor and Grantee herein have hereunto executed this instrument on the day and year first above written.

CHANUTA DEVELOPMENT COMPANY,
a Hawaii partnership
By Its Partners

K.N. DEVELOPMENT COMPANY,
a Hawaii corporation
and
CHANDLER HOLDINGS INC.,
a Hawaii corporation,
By Its Receiver

KAMILO HEIGHTS COMMUNITY
ASSOCIATION,
a Hawaii non-profit corporation

By 

DAVID J. GIERLACH
Its President

By 
THOMAS UENO
Its Treasurer

By 
KEVIN ODA
Its Secretary

“Grantor”

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawaii

By _____
RICK BLANGIARDI
Its Mayor

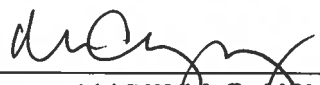
“Grantee”

APPROVED AS TO CONTENTS

DEPARTMENT OF FACILITY
MAINTENANCE

By 
Name: GENE C. ALBANO
Its DIRECTOR & CHIEF ENGINEER

APPROVED AS TO FORM AND LEGALITY

By 
Name: MARILYN C. USHIJIMA
Deputy Corporation Counsel

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

On this 26th day of January, 2024, before me appeared DAVID J. GIERLACH, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this eleven (11) page LIMITED WARRANTY DEED, dated undated, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



Glen P. Young
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

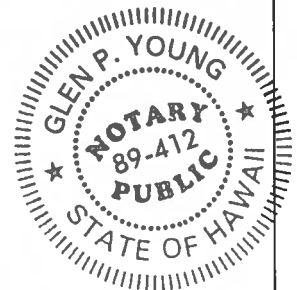
Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 11 Jurisdiction: First Circuit
(in which notarial act is performed)

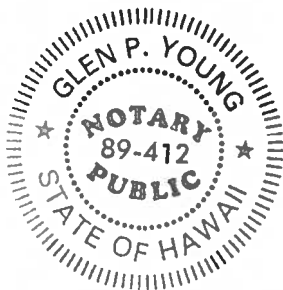
Glen P. Young
Signature of Notary Date of Notarization and Certification Statement
1/26/2024

Glen P. Young (Official Stamp or Seal)
Printed Name of Notary



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

On this 4th day of February, 2024, before me appeared THOMAS UENO, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this eleven (11) page LIMITED WARRANTY DEED, dated undated, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



[Signature]
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

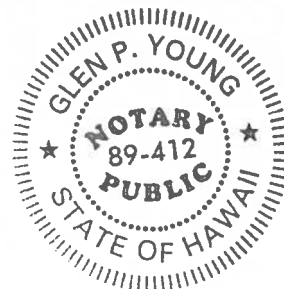
Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 11 Jurisdiction: First Circuit
(in which notarial act is performed)

[Signature] 2/4/2024
Signature of Notary Date of Notarization and
Certification Statement

Glen P. Young (Official Stamp or Seal)
Printed Name of Notary



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

On this 4th day of February, 2024, before me appeared KEVIN ODA,
☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being
by me duly sworn, did say that such person executed this eleven (11) page LIMITED
WARRANTY DEED, dated undated 2/4, 2024, in the First Circuit of the State of
Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having
been fully authorized to execute such instrument in such capacity.



Glen P. Young
Name: Glen P. Young
Notary Public, in and for said County and
State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 11 Jurisdiction: First Circuit
(in which notarial act is performed)

Glen P. Young 2/4/2024
Signature of Notary Date of Notarization and
Certification Statement

Glen P. Young
Printed Name of Notary



(Official Stamp or Seal)

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

On this ____ day of _____, 2024, before me appeared RICK BLANGIARDI, ☐ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this _____ (____) page LIMITED WARRANTY DEED, dated _____, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.

Name: _____
Notary Public, in and for said County and State

My commission expires: _____

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: LIMITED WARRANTY DEED

Doc. Date: _____ or ☐ Undated at time of notarization.

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

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

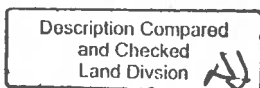
EXHIBIT "A"

LOT C as shown on the subdivision map prepared by Robert K. Y. Lee, Licensed Professional Land Surveyor with Towill, Shigeoka and Associates, approved by the Department of Planning and Permitting of the City and County of Honolulu on August 6, 2004 in DPP File No. 2002/SUB-158, being a portion of Lot 71 of "KAMILO HEIGHTS, INCREMENT - I" as shown on map filed in the Bureau of Conveyances of the State of Hawaii, as File Plan 2025, and being the land covered by a portion of Royal Patent 4475, Land Commission Award 7713, Apana 30 to Victoria Kamamalu. Situate at Maunaloa, Honolulu, Oahu, Hawaii.

Beginning at the East corner of this parcel of land, on the East side of Miloiki Street, the true azimuth and distance from the North corner of Lot A of said subdivision, $16^{\circ} 43' 06''$ 13.07 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKO HEAD 3" being 18,398.99 feet North and 6853.86 feet East, thence running by azimuths measured clockwise from true South:

1. $16^{\circ} 43' 06''$ 19.39 feet along Lot A, being also the remainder of Lot 71 of File Plan 2025;
2. $122^{\circ} 44' 34''$ 13.83 feet along the East side of Miloiki Street;
3. $132^{\circ} 17'$ 10.00 feet along same;
4. Thence along same, on a curve to the right with a radius of 178.00 feet, the chord azimuth and distance being:
 $202^{\circ} 51' 46''$ 6.97 feet;
5. Thence along same, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
 $224^{\circ} 38' 13.5''$ 14.11 feet;
6. $312^{\circ} 17'$ 11.74 feet along same;
7. $321^{\circ} 49' 25''$ 5.34 feet; along same, to the point of beginning and containing an area of 438 square feet.

Together with an easement or right-of-way, affecting Lot 49, as shown on File Plan Number 2050, as granted by GRANT OF EASEMENT dated September 18, 1992, recorded as Document No. 92-153687.



BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : TRUSTEES OF THE ESTATE OF BERNICE PAUHI
BISHOP, DECEASED

GRANTEE : CHANUTA DEVELOPMENT COMPANY, a Hawaii
general partnership

DATED : September 11, 1990
RECORDED : Document No. 90-141251

SUBJECT, HOWEVER, to the following:

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

Tax Key: (1) 3-9-099-167 Area Assessed: 438 sq. ft.

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS
DATED : June 13, 1979
RECORDED : Liber 13798 Page 448

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KAMILOIKI 5 ADDITIONAL
LOTS
DATED : April 18, 1991
RECORDED : Document No. 91-050165

END OF EXHIBIT "A"

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8706

Total Pages: 13

GRANT OF FLOWAGE EASEMENT

GRANTOR: CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership
By KAMILO HEIGHTS COMMUNITY ASSOCIATION, Receiver
a Hawaii non-profit corporation
231 Miloiki Place, Honolulu, Hawaii 96825

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
City and County of Honolulu
Honolulu, Hawaii 96813

TMK: (1) 3-9-099: 018

GRANT OF FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 26th day of January, 2024, by and between CHANUTA DEVELOPMENT COMPANY, a Hawaii partnership, by and through KAMILO HEIGHTS COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, as receiver for the general partners of Chanuta Development Company, K. N. Development Company, a Hawaii corporation, and Chandler Holdings Inc., a Hawaii corporation, whose address is 231 Miloiki Place, Honolulu, Hawaii 96825, pursuant to the “*Order Granting Plaintiffs’ Motion for Default Judgment against Defendants Joshin U.S.A. Co., Ltd., Chanuta Development Company, K. N. Development Company and Chandler Holdings, Inc. Filed on May 25, 2023*”, filed on July 14, 2023, and the *Judgment*, filed on July 14, 2023, in Halona Kai Owners’ Association, et al. vs. Joshin U.S.A. Co., Ltd., Civil No. 1CCV-21-0000573, in the Circuit Court of the First Circuit, State of Hawaii, hereinafter called the “Grantor”, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the “Grantee”,

WITNESSETH:

WHEREAS, Grantor and Grantee are agreeable to the conveyance of the Flowage Easement described in Exhibit “A” attached hereto and made a part hereof from Grantor to Grantee; 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. That except for the right to control, direct and contain the flowage of said storm and surface waters as hereinabove expressly reserved by the Grantor, Grantor 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. That 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 "KAMILO HEIGHTS, INCREMENT - 1" 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. That 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.

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

CHANUTA DEVELOPMENT COMPANY,
a Hawaii partnership
By Its Partners

K.N. DEVELOPMENT COMPANY,
a Hawaii corporation
and
CHANDLER HOLDINGS INC.,
a Hawaii corporation,
By Their Receiver

KAMILO HEIGHTS COMMUNITY
ASSOCIATION,
a Hawaii non-profit corporation

By 

DAVID J. GIERLACH
Its President

By 

THOMAS UENO
Its Treasurer

By 

KEVIN ODA
Its Secretary

“Grantor”

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawaii

By _____
RICK BLANGIARDI
Its Mayor

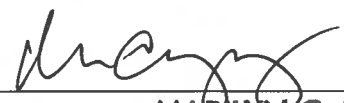
“Grantee”

APPROVED AS TO CONTENTS

DEPARTMENT OF FACILITY
MAINTENANCE

By 
Name: GENE C. ALBANO
Its DIRECTOR & CHIEF ENGINEER

APPROVED AS TO FORM AND
LEGALITY

By 
Name: MARILYN C. USHIJIMA
Deputy Corporation Counsel

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

On this 26th day of January, 2024, before me appeared DAVID J. GIERLACH, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this twelve (12) page GRANT OF FLOWAGE EASEMENT, dated undated, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



[Signature]
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

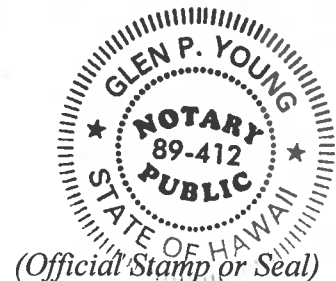
Document Identification or Description: GRANT OF FLOWAGE EASEMENT

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 12 Jurisdiction: First Circuit
(in which notarial act is performed)

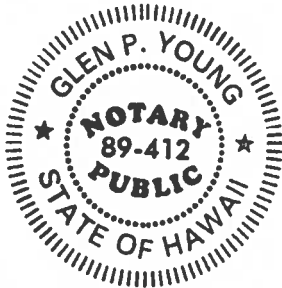
[Signature]
Signature of Notary
Date of Notarization and Certification Statement: 1/26/2024

Glen P. Young
Printed Name of Notary



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

On this 4th day of February, 2024, before me appeared THOMAS UENO, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this twelve (12) page GRANT OF FLOWAGE EASEMENT, dated undated 2/4/2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.



[Signature]
Name: Glen P. Young
Notary Public, in and for said County and State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

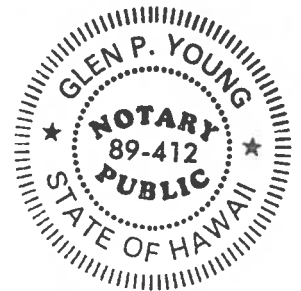
Document Identification or Description: GRANT OF FLOWAGE EASEMENT

Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 12 Jurisdiction: First Circuit
(in which notarial act is performed)

[Signature]
Signature of Notary Date of Notarization and Certification Statement
2/4/2024

Glen P. Young
Printed Name of Notary



(Official Stamp or Seal)

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

On this 4th day of February, 2024, before me appeared KEVIN ODA,
☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being
by me duly sworn, did say that such person executed this twelve (12) page GRANT OF
FLOWAGE EASEMENT, dated undated 2/4 2024, in the First Circuit of the State
of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having
been fully authorized to execute such instrument in such capacity.



Name: Glen P. Young
Notary Public, in and for said County and
State

My commission expires: 7/19/2025

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: GRANT OF FLOWAGE
EASEMENT

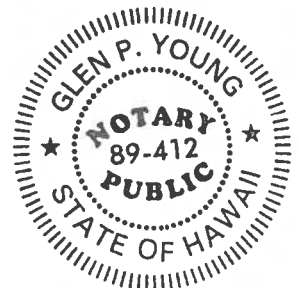
Doc. Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 12 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary [Signature] Date of Notarization and
Certification Statement 2/4/2024

Glen P. Young
Printed Name of Notary

(Official Stamp or Seal)



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

On this ____ day of _____, 2024, before me appeared RICK BLANGIARDI, ☐ personally known to me **-OR-** ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that such person executed this _____ (____) page GRANT OF FLOWAGE EASEMENT, dated _____, 2024, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and, if applicable in the capacity shown, having been fully authorized to execute such instrument in such capacity.

Name: _____
Notary Public, in and for said County and State

My commission expires: _____

NOTARY CERTIFICATION
(Hawaii Administrative Rule § 5-11-8)

Document Identification or Description: GRANT OF FLOWAGE EASEMENT

Doc. Date: _____ or ☐ Undated at time of notarization.

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

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary _____ *(Official Stamp or Seal)*

EXHIBIT "A"

EASEMENT A as shown on subdivision map prepared by Ross T. K. Sakauye, Licensed Professional Land Surveyor with K. N. Surveying LLC, approved by the Department of Planning and Permitting of the City and County of Honolulu on March 28, 2024 in DPP File No. 2004/SUB-108 affecting the land described as follows:

LOT B as shown on the subdivision map prepared by Robert K. Y. Lee, Licensed Professional Land Surveyor with Towill, Shigeoka and Associates, approved by the Department of Planning and Permitting of the City and County of Honolulu on August 6, 2004 in DPP File No. 2002/SUB-158, and being the land covered by a portion of Royal Patent 4475, Land Commission Award 7713, Apana 30 to Victoria Kamamalu. Situate at Maunaulua, Honolulu, Oahu, Hawaii.

Beginning at the Southwest corner of this easement, on the East side of Miloiki Street, on the Northeast corner of the intersection of Lunalilo Home Road and Miloiki Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKO HEAD 3" being 17,916.38 feet North and 6,809.00 feet East, thence running by azimuths measured clockwise from true South:

- | | | | | | |
|----|--|---------|--------|-------|--|
| 1. | 181° | 03' | 120.00 | feet | along the East side of Miloiki Street; |
| 2. | 271° | 03' | 62.62 | feet | along Lot 70 of File Plan 2025; |
| 3. | 208° | 10' 26" | 49.10 | feet | along same; |
| 4. | Thence along same and along Lots 69 and 68 of File Plan 2025, on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being:
194° 36' 43" 93.80 feet; | | | | |
| 5. | 181° | 03' | 56.90 | feet; | along same and along Lot 67 of File Plan 2025; |
| 6. | Thence along Lots 67 and 66 of File Plan 2025, on a curve to the left with a radius of 193.00 feet, the chord azimuth and distance being:
168° 46' 10" 82.10 feet; | | | | |
| 7. | 271° | 03' | 15.29 | feet; | along Lot A being a consolidation of Lot 65, a portion of 71 and Lot 74 of File Plan 2025; |
| 8. | Thence along same, on a curve to the right with a radius of 207.00 feet, the chord azimuth and distance being:
343° 27' 31" 37.60 feet; | | | | |
| 9. | Thence along same, on a curve to the right with a radius of 207.00 feet, the chord azimuth and distance being:
202° 50' 49.5" 64.37 feet; | | | | |

10. Thence along the West side of Miloiki Place, on a curve to the right with a radius of 178.00 feet, the chord azimuth and distance being:
318° 42' 06" 14.68 feet;
11. Thence along Lot 64 of File Plan 2025, on a curve to the left with a radius of 193.00 feet, the chord azimuth and distance being:
15° 47' 13.5" 98.19 feet;
12. 1° 03' 75.50 feet along same and along Lot 63 of File Plan 2025;
13. Thence along same and along Lot 62 of File Plan 2025, on a curve to the left with a radius of 209.00 feet, the chord azimuth and distance being:
10° 04' 57" 65.62 feet;
14. 19° 06' 54" 62.56 feet along Lot 62 of File Plan 2025;
15. 287° 32' 03" 8.75 feet along same and along Lot 61 of File Plan 2025;
16. 17° 58' 20" 137.12 feet along Lot 72 of File Plan 2025;
17. Thence along the North side of Lunalilo Home Road, on a curve to the left with a radius of 222.0 feet, the chord azimuth and distance being:
95° 26' 50.5" 43.48 feet;
18. Thence along the Northeast corner of the intersection of Lunalilo Home Road and Miloiki Street, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
135° 26' 19.5" 28.58 feet;
to the point of beginning and containing an area of
18,641 square feet.

Together with an easement or right-of-way, affecting Lot 49, as shown on File Plan Number 2050, as granted by GRANT OF EASEMENT dated September 18, 1992, recorded as Document No. 92-153687.

Said above described parcel of land having been acquired by CHANUTA DEVELOPMENT COMPANY, a Hawaii general partnership, as follows:

1. By DEED of MATSUO TAKABUKI, MYRON BENNETT THOMPSON, WILLIAM SHAW RICHARDSON and HENRY HAALILIO PETERS, Trustees of the Estate of Bernice Pauahi Bishop, dated December 16, 1988, recorded in Liber 22726 at Page 517; and

2. By QUITCLAIM DEED of TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, DECEASED, dated September 11, 1990, recorded as Document No. 90-141251.

SUBJECT, HOWEVER, TO THE FOLLOWING:

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

Tax Key: (1) 3-9-099-018 Area Assessed: 18,641 sq. ft.

Tax Classification: RESIDENTIAL

Street Address : 1261 LUNALILO HOME ROAD, HONOLULU, HAWAII 96825

Real Property Tax Website: (1) 3-9-099-018

2. Mineral and water rights of any nature.

3. DESIGNATION OF EASEMENT(S) "23"

PURPOSE : storm drain
REFERENCED : on File Plan Number 1650

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS
DATED : June 13, 1979
RECORDED : Liber 13798 Page 448

5. GRANT

TO : CITY AND COUNTY OF HONOLULU, a municipal corporation
of the State of Hawaii
DATED : January 29, 1981
RECORDED : Liber 16431 Page 460
GRANTING : a right and easement over and across said Easement "23"

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR KAMILOIKI 5 ADDITIONAL LOTS

DATED : April 18, 1991
RECORDED : Document No. 91-050165

7. TAX LIEN

BY : REAL PROPERTY TAX COLLECTION SECTION, CITY AND
COUNTY OF HONOLULU
AGAINST : CHANUTA DEVELOPMENT COMPANY
DATED : --- (acknowledged May 6, 1997)
RECORDED : Document No. 97-059630
AMOUNT : \$545.60

8. TAX LIEN

BY : REAL PROPERTY TAX COLLECTION SECTION, CITY AND
COUNTY OF HONOLULU
AGAINST : CHANUTA DEVELOPMENT COMPANY
DATED : --- (acknowledged May 6, 1997)
RECORDED : Document No. 97-059632
AMOUNT : \$840.94

9. CHANUTA DEVELOPMENT COMPANY, a Hawaii general partnership, was involuntarily cancelled by Decree of the Director of Commerce and Consumer Affairs of the State of Hawaii on January 30, 2002, for failure to file an annual report for a period of two years as required by law.

10. TAX LIEN

BY : ACCOUNTS RECEIVABLE SECTION, CITY AND COUNTY
OF HONOLULU
AGAINST : CHANUTA DEVELOPMENT COMPANY
DATED : February 16, 2005
RECORDED : Document No. 2005-042215
AMOUNT : \$3,754.17

END OF EXHIBIT "A"