'24DEC09 AM 8:31 CITY CLERK

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

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

RICK BLANGIARDI
MAYOR
MEIA

HAKU MILLES, P.E.
DIRECTOR
PO'O

MARK YONAMINE, P.E.
DEPUTY DIRECTOR
HOPE PO'O

LA24-252.SM
888214

September 24, 2024

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

Dear Chair Waters and Councilmembers:

SUBJECT: Makai Drain Channel and Ko Olina Relief Interceptor System

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

Ordinance 10-20 does not affect easements, therefore, we recommend that the Deed and 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. Also, accompanying this letter is a map showing the channel and easements to be dedicated and copies of the Deed and Grant documents.

(1) Deed conveying drain channel Lot 19211;
(2) Grant of Drainage Easement 10299;
(3) Grant of Sewer Easement 1442 (portion);
(4) Grant of Sewer Easement 9553.

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

Respectfully,

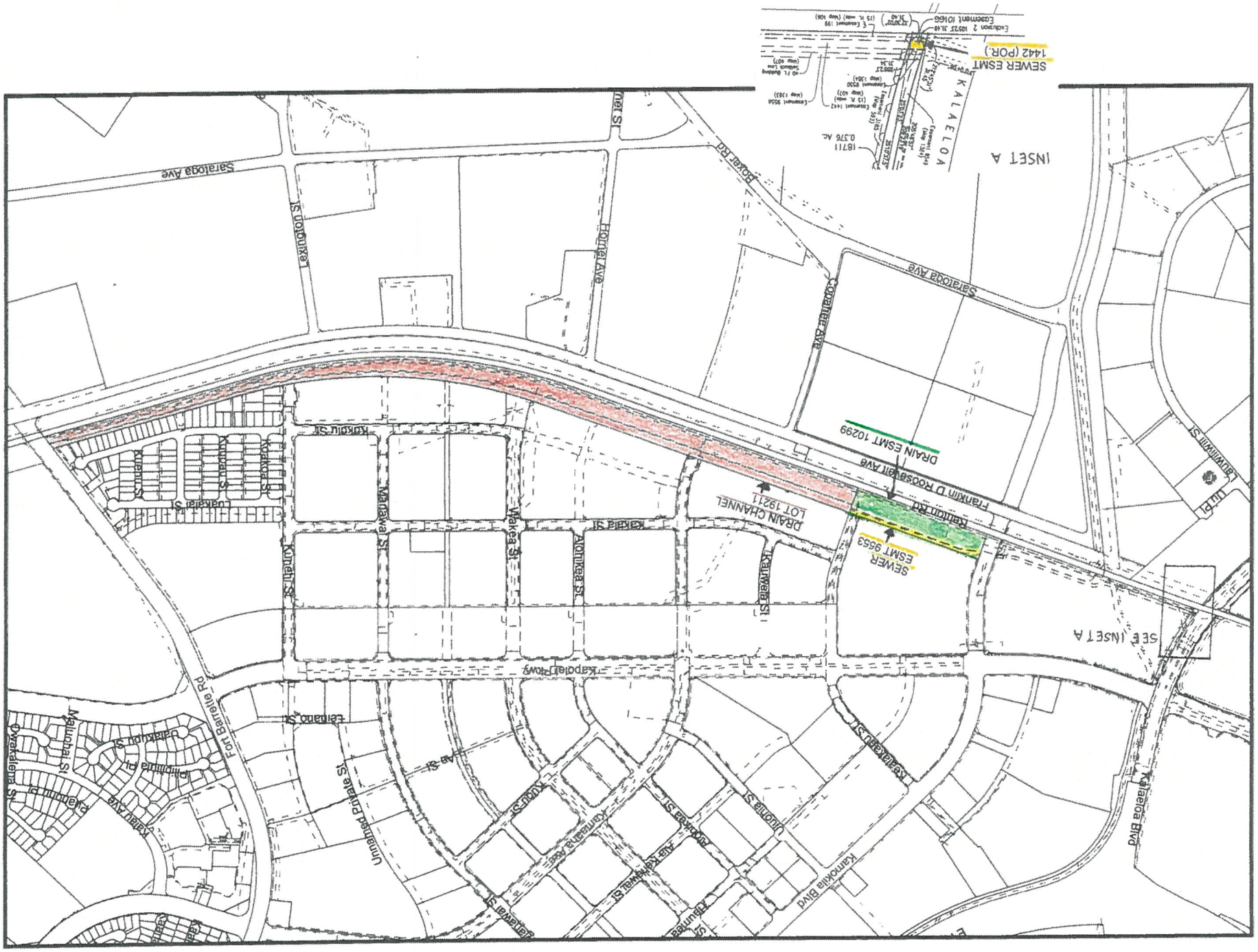
Haku Milles, P.E., LEED AP
Director

HM:sm
Enclosures (5)

APPROVED:

Michael D. Formby
Managing Director

DEPT. COM. 829



SEWER ESMT 1442 (POR.)
KALAELOA
INSET A
Saratoga Ave
Boxer Rd
Lexington St
Hornet Ave
Copahee Ave
DRAIN ESMT 10299
Franklin D Roosevelt Ave
Renton Rd
DRAIN CHANNEL LOT 19211
SEWER ESMT 9553
Kakala St
Kauwela St
Atonikea St
Wakea St
Manawai St
Kunehi St
Kakoa St
Kuipau St
Kuehu St
Luakalai St
Lauwiliwili St
Uu Pl
SEE INSET A
Kapolei Pkwy
Fort Barrette Rd
Leinano St
Unnamed Private St
Kalau Ave
Maluchai St
Owakalena St
Kalaeloa Blvd
Kamokila Blvd
Uniona St
Kealakaau St
Kamaana Ave
Ala Kehewai St
Ala St
Kuou St

LAND COURT | REGULAR SYSTEM

Return By Mail [ ] Pick-Up [X] To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: (808) 768-8706

TITLE OF DOCUMENT:

DEDICATION DEED

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI INFRASTRUCTURE LLC,** a Hawaii limited liability company

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

TAX MAP KEY(S): (Oahu) 9-1-160-021
Transfer Certificate of Title No. 1,157,827

(This document consists of 8 pages.)

4878-4494-9790.1.060704-00126

Makai Drain Channel
Lot 19211

DEDICATION DEED

KNOW ALL BY THESE PRESENTS:

That as of July 27, 2022, **KAPOLEI INFRASTRUCTURE LLC,** a Hawaii limited liability company (**"Grantor"**), in consideration of the sum of ONE DOLLAR ($1.00), to it paid by 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 (**"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 (the **"Property"**).

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, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, absolutely and in fee simple.

Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the Property described in said **Exhibit "A"**, that the Grantor is lawfully seised in fee simple of the Property, that the Property is free and clear of all encumbrances except for the encumbrances mentioned in said **Exhibit "A"** and for real property taxes not yet due and payable, and that the Grantor will **WARRANT AND DEFEND** the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

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, limited liability companies, or corporations, and their and each of their respective successors and assigns, according to the context thereof.

[the remainder of this page intentionally left blank]

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

KAPOLEI INFRASTRUCTURE LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and sole member

By _____
Stephen H. Kelly
Its President

By _____
Matthew K. Caires
Its Assistant Secretary

Grantor

APPROVED AS TO CONTENTS

By _____
Department of Facility Maintenance
Dawn B. Szewczyk, Director

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On this 27th day of July, 2022, before me personally appeared STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **DEDICATION DEED**
Document Date: July 27, 2022
No. of Pages (without exhibits): 5

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022
Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII (Affix Seal)

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Infrastructure LLC)

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

On this 27th day of July, 2022, before me personally appeared MATTHEW K. CAIRES, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: JoAnn Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **DEDICATION DEED**
Document Date: July 27, 2022
No. of Pages (without exhibits): 5

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022
Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Infrastructure LLC)

EXHIBIT "A"

BEING LOT 19211, area 16.950 acres, as shown on Map 1531, 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 the land described in **Transfer Certificate of Title No. 1,157,827** issued to Kapolei Infrastructure LLC, a Hawaii limited liability company.

Description Compared and Checked Land Divsion

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Easement "182" (15 feet wide), as shown on Map 21, as set forth by Land Court Order No. 16009, filed February 12, 1958.

2. Grant of Easement dated March 13, 1958, in favor of Standard Oil Company of California, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 213791, as assigned to Chevron, U.S.A., Inc., by instrument recorded in said Office of the Assistant Registrar as Document No. 891877, affecting Easement "182" (Map 21). The interest of Chevron U.S.A. Inc. in this Grant of Easement was assigned to IES Downstream, LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-10027049.

3. Easement "390", as shown on Map 142, as set forth by Land Court Order No. 20758, filed December 14, 1962.

4. Easement "1442" (15 feet wide) for sanitary sewer purposes, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.

5. Building setback (40 feet wide) for building purposes, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.

6. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

7. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

8. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

9. Grant of Sewer Easement dated August 5, 1996, in favor of the City and County of Honolulu, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2493647, affecting Easement "1442" (Map 407).

10. Easement "7119" (area 132,948 square feet) for utility purposes, as shown on Map 1028, as set forth by Land Court Order No. 139733, filed October 4, 2000, as amended by Order dated May 2, 2018 filed in the Land Court, State of Hawaii, in 1 L. D. Case No. 17-1-4533, recorded in said Office of the Assistant Registrar as Document No. T-10349283.

11. Easement "7120" (area 1,200 square feet) for sanitary sewer purposes, as shown on Map 1028, as set forth by Land Court Order No. 139733, filed October 4, 2000.

12. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672.

13. Grant of Easement dated January 23, 2008, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telecom, Inc., filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3707463.

14. Remainder of Easement "9726" (10 feet wide, area 722 square feet) for sewer purposes, as shown on Map 1416, as set forth by Land Court Order No. 17856, as amended by Order dated January 7, 2013 filed in the Land Court, State of Hawaii, In 1 L.D. 12-1-4207, recorded in said Office of the Assistant Registrar as Document No. T-8415242.

15. Grant of Waterline Easement dated December 31, 2013, in favor of the City and County of Honolulu, and the Board of Water Supply, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8997266, affecting Easement "7119" (Map 1028).

16. Grant of Sewer Easement dated May 13, 2013, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9151378, affecting Easement "7119" (Map 1028) and Easement "7120" (Map 1028).

17. Easement "10505" (area 228,214 square feet) for landscaping, irrigation and slope lining maintenance purposes, as shown on Map 1531, as set forth by Land Court Order No. 188009, filed August 8, 2011.

18. Easement "10506" (area 16.950 acres) for drainage, sewer, and access purposes, as shown on Map 1531, as set forth by Land Court Order No. 188009, filed August 8, 2011.

19. Grant of Sewer Easements dated December 29, 2014, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10329256, affecting Easement "10506" (Map 1531) (and another easement not referenced herein).

20. Grant of Drainage Easements dated December 29, 2014, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10329258, affecting Easement "10506" (Map 1531) (and another easement not referenced herein).

21. Grant of Nonexclusive Easement for Landscaping and Irrigation Purposes, and for Pedestrian and Bicycle Path Access Purposes dated June 6, 2018, in favor of Campbell Hawaii Investor LLC and D. R. Horton - Schuler Homes, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10424260, affecting Easement "10505" (Map 1531). The interest of Campbell Hawaii Investor LLC in this grant of easement was assigned to The City of Kapolei Community Association, Inc. by instrument recorded in said Office of the Assistant Registrar as Document No. T-10438313. The interest of D. R. Horton – Schuler Homes, LLC in this grant of easement was assigned to the Mehana at Kapolei Community Association by instrument recorded in said Office of the Assistant Registrar as Document No. T-10494231.

End of Exhibit "A"

LAND COURT | REGULAR SYSTEM

Return By Mail [ ] Pick-Up [X] To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: (808) 768-8706

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI PROPERTIES LLC,** a Hawaii limited liability company

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

TAX MAP KEY(S): Oahu 9-1-160-016
Transfer Certificate of Title No. 980,362 (as to Easement 10299 only)

(This document consists of 9 pages.)

4844-0461-8482.1.060704-00126

Easement 10299
(DPP File No. 2009/SUB-242)
Makai Drain Channel
Drain Esmt 10299

GRANT OF DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

THIS INDENTURE, made as of July 27, 2022, by and between **KAPOLEI PROPERTIES LLC,** a Hawaii limited liability company, whose address is James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the **"Grantor",** 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:

That 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, a perpetual nonexclusive 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 the hereinafter described parcel(s) of land, 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 said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

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

1. 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, 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.

2. 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.

3. After the completion of any construction, reconstruction, 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.

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

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

6. 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 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. Grantee shall, at Grantor's request, at any time after such abandonment and at its expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean and include Kapolei Properties LLC, a Hawaii limited liability company, 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. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

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

[the remainder of this page intentionally left blank; signature(s) on following page(s)]

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

Grantor:

KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager

By _____
Stephen H. Kelly
Its President

By _____
Matthew K. Caires
Its Assistant Secretary

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance
Dawn B. Szewczyk, Director

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name:
Its Mayor

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

On this 27th day of July, 2022, before me personally appeared STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022

Signature of Notary — Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Properties LLC)

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

On this 27th day of July, 2022, before me personally appeared MATTHEW K. CAIRES, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022
Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 (Stamp or Seal) STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Properties LLC)

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

On this _____ day of _____, 20__, before me personally appeared _____, to me 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 was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: July __, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

_____
Signature of Notary Date of Notarization and Certification Statement

(Stamp or Seal)

_____
Printed Name of Notary
Date of Notary Commission Expiration:

EXHIBIT "A"

BEING EASEMENT 10299, area 152,322 square feet, for drainage, flowage, and access purposes, as shown on Map 1494, affecting Lot 18775, as shown on Map 1494, 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. 980,362** issued to Kapolei Properties LLC.

Description Compared and Checked Land Divsion

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Easement "182" (15 feet wide), as shown on Map 21, as set forth by Land Court Order No. 16009, filed February 12, 1958.

2. Grant of Easement dated March 13, 1958, in favor of Standard Oil Company of California, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 213791, as assigned to Chevron, U.S.A., Inc., by instrument filed in said Office of the Assistant Registrar as Document No. 891877, affecting Easement "182" (Map 21). The grantee's interest in this grant of easement was assigned to IES Downstream, LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-10027049.

3. Easement "1442" (15 feet wide) for sanitary sewer purposes, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.

4. Building setback (40 feet wide) for building purposes, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.

5. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

6. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

7. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

8. Grant of Easement dated August 5, 1996, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2493647, affecting Easement "1442" (Map 407).

9. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195643, as amended by instrument dated May 29, 2007, recorded in said Office of the Assistant Registrar as Document No. 3609197.

10. Trustees' Limited Warranty Deed with Restrictions, Covenants and Agreements dated November 1, 2006, made by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of State of Hawaii as Document No. 3505984.

11. Restriction of vehicular access rights, as shown on Map 1343 and Map 1358, as set forth by Land Court Order No. 171773, filed August 23, 2007.

12. Easement "9553" (area 17,988 square feet) for sanitary sewer purposes, as shown on Map 1389, as set forth by Land Court Order No. 175220, filed June 13, 2008.

13. Easement "10298" (area 25,603 square feet) for landscaping and irrigation purposes, as shown on Map 1494, as set forth by Land Court Order No. 182578, filed April 28, 2010.

14. Easement "10692" (10 feet wide, area 7,483 square feet) for sanitary sewer purposes, as shown on Map 1552, as set forth in Order dated December 28, 2011, filed in the Land Court, State of Hawaii, in 1 L. D. Case No. 11-1-3532, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8067212.

15. Grant of Nonexclusive Easement for Landscaping and Irrigation Purposes, and for Pedestrian and Bicycle Path Access Purposes dated February 22, 2019, in favor of Campbell Hawaii Investor LLC and D.R. Horton – Schuler Homes, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10678291, affecting Easement "10298" (Map 1494). The grantee's rights and obligations of Campbell Hawaii Investor LLC under this grant of easement were assigned to The City of Kapolei Community Association, Inc., by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-11118397. The grantee's rights and obligations of D.R. Horton - Schuler Homes, LLC under this grant of easement were assigned to Mehana at Kapolei Community Association, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-11216487.

16. Grant of Sewer Easement dated July 20, 2016, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-11228237, affecting Easement "10692" (Map 1552).

End of Exhibit A

LAND COURT | REGULAR SYSTEM

Return By Mail [ ] Pick-Up [X] To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: (808) 768-8706

TITLE OF DOCUMENT:

GRANT OF SEWER EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI INFRASTRUCTURE LLC,** a Hawaii limited liability company

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

TAX MAP KEY(S): (Oahu) 9-1-160-012
Transfer Certificate of Title No. 1,059,772 (as to Portion of Easement 1442 only)

(This document consists of 9 pages.)

4862-0612-5350.1.060704-00126

Ko Olina Interceptor, Portion of Easement 1442
Makai Drain/Ko Olina Relief Int.
Por. of Sewer Esmt 1442

GRANT OF SEWER EASEMENT

KNOW ALL BY THESE PRESENTS:

THIS INDENTURE, made as of July 27, 2022, by and between **KAPOLEI INFRASTRUCTURE LLC**, a Hawaii limited liability company, whose principal place of business and post office address is the James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the **"Grantor"**, and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the **"Grantee"**;

W I T N E S S E T H:

That 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, a perpetual nonexclusive 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 the hereinafter described parcel(s) of land, 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 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:

1. 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. Provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or after receiving approval from the Director of the Department of Environmental Services, from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains which may cross said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any existing fences, roads, walks, curbs or appurtenances thereof 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.

3. After the completion of any construction, reconstruction, 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.

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

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

6. 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 or 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. Grantee shall, at Grantor's' request, at any time after such abandonment and at Grantee's expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's' title.

7. The term "Grantor" wherever used herein shall be held to mean Kapolei Infrastructure LLC, its successors or 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. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted 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.

Grantor:

KAPOLEI INFRASTRUCTURE LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and sole member

By _____
Stephen H. Kelly
Its President

By _____
Matthew K. Caires
Its Assistant Secretary

APPROVED AS TO CONTENTS

_____
Department of Environmental Services
Roger Babcock, Jr., Director

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name:
Its Mayor

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

On this 27th day of July, 2022, before me personally appeared STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: JoAnn Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022

Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 Stamp or Seal STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Infrastructure LLC)

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

On this 27th day of July, 2022, before me personally appeared MATTHEW K. CAIRES, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022
Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 (Stamp or Seal) STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Infrastructure LLC)

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

On this _____ day of _____, 20__, before me personally appeared _____, to me 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 was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July ___, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

_____
Signature of Notary Date of Notarization and Certification Statement

(Stamp or Seal)

_____
Printed Name of Notary
Date of Notary Commission Expiration:

EXHIBIT "A"

BEING A PORTION OF EASEMENT 1442, 15 feet wide, for sanitary sewer purposes, as shown on Map 407, affecting Lot 18711, as shown on Map 1464, 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. 1,059,772** issued to Kapolei Infrastructure LLC, a Hawaii limited liability company.

Description Compared and Checked Land Division

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Pre-Condemnation Right of Entry Agreement dated October 19, 1971, in favor of the State of Hawaii, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 565880, granting a right of entry to take possession of that certain Easement Area as shown on the Plans for the Energy Corridor, Section 1 (Project No. H.C. 1084) approved July 2, 1971, filed in the Harbors Division, Department of Transportation, State of Hawaii, for the purposes of inspection, survey, preparation for and construction of said Energy Corridor Project.

2. Right of Entry Agreement dated January 13, 1972, made by and between the State of Hawaii, by its Director of Transportation and Hawaiian Independent Refinery, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 566790, assigning, on a nonexclusive basis, all interest in said Section 1 of the Energy Corridor Project, described in instrument recorded in said Office of the Assistant Registrar as Document No. 565880 and other agreements.

3. Easement "707" (30 feet wide, area 20,128 square feet), for transmission of sources of energy purposes, as shown on Map 224, as set forth by Land Court Order No. 36799, filed February 1, 1973.

4. Grant of Easement dated June 21, 1973, in favor of the State of Hawaii recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 649192, for an underground energy transmission system.

5. Building setback (40 feet wide) for building purposes, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.

6. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

7. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

8. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James

Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

9. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672, as amended by instrument dated May 29, 2007, recorded in said Office of the Assistant Registrar as Document No. 3609197.

10. Grant of Easement dated April 10, 2008, in favor of Hawaiian Electric Company, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 3735446 and 3735447.

11. Easement "9549" (total area 7,018 square feet) for road widening purposes, as shown on Map 1384, as set forth by Land Court Order No. 174875, filed May 14, 2008.

12. Easement "10166" (area 0.022 acre) for flowage purposes, as shown on Map 1464, as set forth by Land Court Order No. 180272, filed September 17, 2009.

13. Grant of Easement dated May 5, 2010, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 3962276 and 3962277.

14. Grant of Flowage Easement dated October 28, 2014, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10074172, affecting Easement "10166" (Map 1464).

End of Exhibit "A"

LAND COURT | REGULAR SYSTEM

Return By Mail [ ] Pick-Up [X] To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: (808) 768-8706

TITLE OF DOCUMENT:

GRANT OF SEWER EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI PROPERTIES LLC,** a Hawaii limited liability company

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

TAX MAP KEY(S): (Oahu) 9-1-160-016
Transfer Certificate of Title No. 980,362 (as to Easement 9553 only)

(This document consists of 9 pages.)

Easement 9553, Ko Olina Relief Interceptor
(DPP File No. 2007/SUB-364)

4879-3358-8774.1.060704-00126

Makai Drain/Ko Olina Relief Int Sewer Esmt 9553

GRANT OF SEWER EASEMENT

KNOW ALL BY THESE PRESENTS:

THIS INDENTURE, made as of July 27, 2022, by and between **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company, whose principal place of business and post office address is the James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the **"Grantor"**, and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the **"Grantee";**

W I T N E S S E T H:

That 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, a perpetual nonexclusive 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 the hereinafter described parcel(s) of land, 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 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:

1. 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. Provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or after receiving approval from the Director of the Department of Environmental Services, from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains which may cross said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any existing fences, roads, walks, curbs or appurtenances thereof 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.

3. After the completion of any construction, reconstruction, 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.

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

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

6. 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 or 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. Grantee shall, at Grantor's' request, at any time after such abandonment and at Grantee's expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's' title.

7. The term "Grantor" wherever used herein shall be held to mean Kapolei Properties LLC, its successors or 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. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted 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.

Grantor:

KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager

By _____
Stephen H. Kelly
Its President

By _____
Matthew K. Caires
Its Assistant Secretary

APPROVED AS TO CONTENTS

_____
Department of Environmental Services
Roger Babcock, Jr., Director

APPROVED AS TO FORM AND LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name:
Its Mayor

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

On this 27th day of July, 2022, before me personally appeared STEPHEN H. KELLY, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022
Signature of Notary Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 (Stamp or Seal) STATE OF HAWAII

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Properties LLC)

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

On this 27th day of July, 2022, before me personally appeared MATTHEW K. CAIRES, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Check One:

☐ This notarial act involved the use of communication technology in the manner provided by applicable law.

☒ Not Applicable.

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII

Name: Jo Ann Kaneshiro
Notary Public, State of Hawaii

My commission expires: 8/29/2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July 27, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

7/27/2022

Signature of Notary — Date of Notarization and Certification Statement

JO ANN KANESHIRO NOTARY PUBLIC No. 21-119 STATE OF HAWAII (Stamp or Seal)

Jo Ann Kaneshiro
Printed Name of Notary
Date of Notary Commission Expiration: 8/29/2025

(Kapolei Properties LLC)

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

On this _____ day of _____, 20__, before me personally appeared _____, to me 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 was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July ___, 2022
No. of Pages (without exhibits): 7

Jurisdiction (in which notarial act is performed): First Circuit

_____
Signature of Notary Date of Notarization and Certification Statement

(Stamp or Seal)

_____
Printed Name of Notary
Date of Notary Commission Expiration:

EXHIBIT "A"

BEING EASEMENT 9553, area 17,988 square feet, for sanitary sewer purposes, as shown on Map 1389, affecting Lot 18775, as shown on Map 1494, 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. 980,362** issued to Kapolei Properties LLC, a Hawaii limited liability company.

Description Compared and Checked Land Division

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

2. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

3. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

4. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672.

5. Trustees Limited Warranty Deed with Restrictions, Covenants and Agreements dated as of November 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3505984.

6. Restriction of vehicular access rights, as shown on Map 1343 and Map 1358, as set forth by Land Court Order No. 171773, filed August 23, 2007.

7. Easement "10298" (area 25,603 square feet) for landscaping and irrigation purposes, as shown on Map 1494, as set forth by Land Court Order No. 182578, filed April 28, 2010.

8. Easement "10299" (area 152,322 square feet) for drainage, flowage, and access purposes, as shown on Map 1494, as set forth by Land Court Order No. 182578, filed April 28, 2010.

9. Easement "10692" (10 feet wide, area 7,483 square feet) for sanitary sewer purposes, as shown on Map 1552, as set forth in Order dated December 28, 2011, filed in the Land Court, State of Hawaii, in 1 L. C. Case No. 11-1-3532, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8067212.

10. Grant of Nonexclusive Easement for Landscaping and Irrigation Purposes, and for Pedestrian and Bicycle Path Access Purposes dated February 22, 2019, in favor of Campbell Hawaii Investor LLC and D. R. Horton - Schuler Homes, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10678291, affecting Easement "10298" (Map 1494). The interest of Campbell Hawaii Investor LLC in this grant of easement was assigned to The City of Kapolei Community Association, Inc. by instrument recorded in said Office of the Assistant Registrar as Document No. T-11118397. The interest of D. R. Horton – Schuler Homes, LLC in this grant of easement was assigned to the Mehana at Kapolei Community Association by instrument recorded in said Office of the Assistant Registrar as Document No. T-11216487.

11. Grant of Sewer Easement dated July 20, 2016, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-11228237, affecting Easement "10692" (Map 1552).

End of Exhibit "A"