'25AUG28 AM 9:18 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

LA25-373.SM
613746

August 27, 2025

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: Ho'onani Subdivision

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

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 roadways and easements to be dedicated and copies of the Deed and Grant documents.

(1) Deed conveying roadway Lot 53;
(2) Grant of Flowage Easement 10;
(3) Grant of Flowage Easement 11.

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

Respectfully,

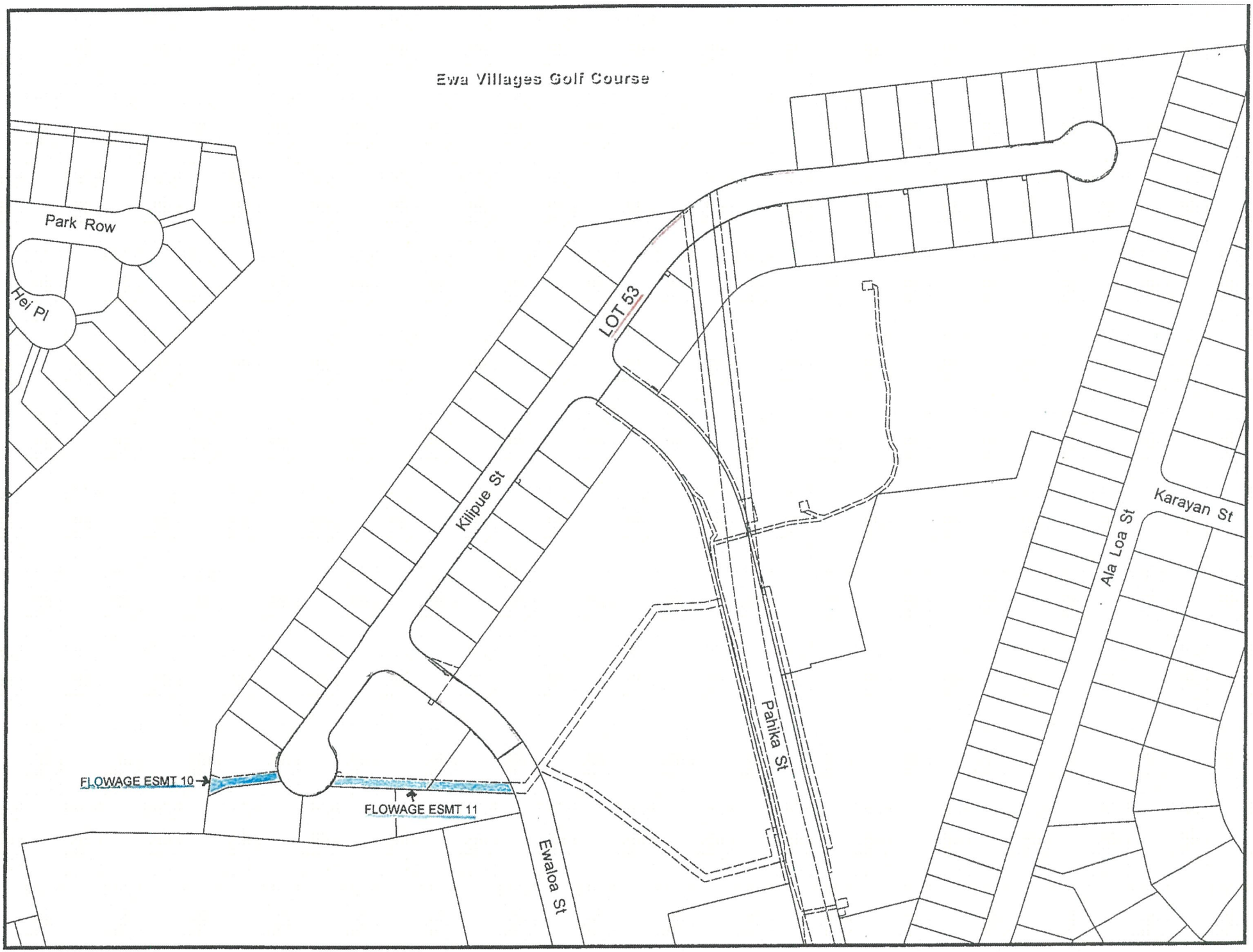
Haku Milles, P.E., LEED AP
Director

HM:sm
Enclosures (4)

APPROVED:

Michael D. Formby, Managing Director
Office of the Managing Director

DEPT. COM. 671


Ewa Villages Golf Course
Park Row
Hei Pl
LOT 53
Kilipue St
Pahika St
Ala Loa St
Karayan St
Ewaloa St
FLOWAGE ESMT 10
FLOWAGE ESMT 11

LAND COURT SYSTEM | REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. (808) 768-8706

Total Pages: 7

DEED

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

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

TMK: (1) 9-1-163-064

Lot 53, File Plan 2496
Ho`onani Subdivision
DPP File No. 2013/SUB-134

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 10th day of June, 20 15, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, of Honolulu, City and County of Honolulu, State of Hawaii, 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 the Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns, the property described in Exhibit "A" attached hereto and made a part hereof;

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

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, its successors and assigns, forever.

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

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

[Signatures appear on the following page(s)]

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

CASTLE & COOKE HOMES HAWAII, INC.
a Hawaii corporation

By _____
RICHARD R. ANZAI
Its Vice President, Controller &
Assistant Secretary

By _____
TROY T. FUKUHARA
Its Vice President & Asst. Secretary

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On this 10th day of June, 2015, before me personally appeared RICHARD R. ANZAI and TROY T. FUKUHARA, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the Deed, dated June 10, 2015, containing 7 pages, as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Rhonda Biffle
Notary Public, First Judicial Circuit
State of Hawaii

My commission expires: August 3, 2016

RHONDA BIFFLE NOTARY PUBLIC No. 08-271 STATE OF HAWAII

EXHIBIT "A"



All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, being LOT 53, area 85,997 square feet, of the "HO'ONANI SUBDIVISION", as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan Number 2496.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED; JOINDER

GRANTOR : EWA HOMES, III, L. P., a Hawaii limited partnership
GRANTEE : CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation
DATED : November 12, 2013
RECORDED : Document No. A-50640341A thru A-50640341B

SUBJECT, HOWEVER, to the following:

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

2. EASEMENT 1495, for water pipeline purposes, as shown on Map 430, as set forth by Land Court Order No. 89177, filed April 13, 1988.

3. GRANT to the CITY AND COUNTY OF HONOLULU for the use of the BOARD OF WATER SUPPLY, dated March 31, 1994, filed as Land Court Document No. 2237806.

4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EWA VILLAGES COMMUNITY, dated March 24, 1995, filed as Land Court Document No. 2226687; First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated April 18, 1996, filed as Land Court Document No. 2303135; Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated June 20, 2006, filed as Land Court Document No. 3444261; Supplemental Declaration (Area H) Ewa Villages dated as of September 20, 2013, by the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, recorded as Document No. A-50110024A; Joinder and Consent are given by Ewa Homes, L.P., a Hawaii limited partnership, Ewa Homes II, L.P., a Hawaii limited partnership, and Ewa Homes III, L.P., a Hawaii limited partnership, by instrument dated as of September 20, 2013, recorded as Document No. A-50110024B and A-50110024C.

5. EASEMENT P, for water pipeline purposes, as shown on Subdivision Map No. 2007/SUB-34, prepared by Ryan M. Suzuki, Land Surveyor, with R. M. Towill Corporation, on August 23, 2010, approved by Department of Planning and Permitting, City and County of Honolulu, on June 23, 2011, recorded as Document No. A-50110009.

6. EASEMENT Q, for water pipeline maintenance setback purposes, as shown on Subdivision Map No. 2007/SUB-34, prepared by Ryan M. Suzuki, Land Surveyor, with R. M. Towill Corporation, on August 23, 2010, approved by Department of Planning and Permitting, City and County of Honolulu, on June 23, 2011, recorded as Document No. A-50110009.

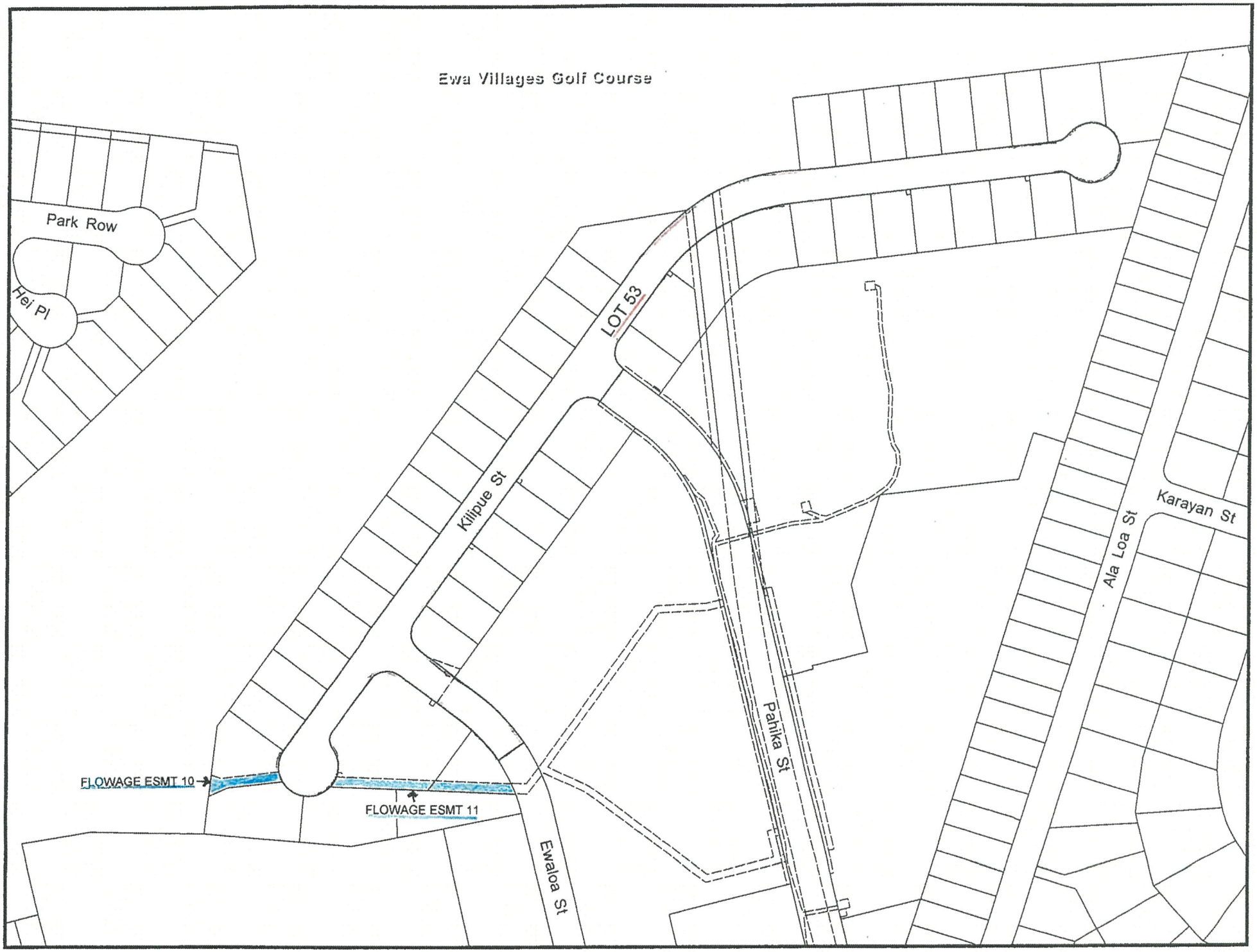
7. EASEMENT R, for water pipeline maintenance setback purposes, as shown on Subdivision Map No. 2007/SUB-34, prepared by Ryan M. Suzuki, Land Surveyor, with R. M. Towill Corporation, on August 23, 2010, approved by Department of Planning and Permitting, City and County of Honolulu, on June 23, 2011, recorded as Document No. A-50110009.

8. EASEMENT C, for access purposes, as shown on Subdivision Map No. 2012/SUB-35, prepared by Ryan M. Suzuki, Land Surveyor, with R. M. Towill Corporation, on February 1, 2012, approved by Department of Planning and Permitting, City and County of Honolulu, on August 2, 2013, recorded as Document No. A-50110009.

9. PARTITION DEED TO CO-OWNERS AND QUITCLAIM; CONSENT; AMENDMENT OF MORTGAGES AND REGULATORY AGREEMENTS; CONFIRMATION OF PRIORITY OF MORTGAGE LIENS AND REGULATORY AGREEMENTS; RELEASE OF INTERESTS; AND RELEASE OF DEED EXCEPTIONS AND RESERVATIONS, dated effective as of September 20, 2013, recorded as Document Nos. A-50110011A through A-50110011M.

10. LIMITED WARRANTY DEED, dated effective as of November 12, 2013, recorded as Document No. A-50640341A; Joinder given by EWA HOMES, L.P., a Hawaii limited partnership, EWA HOMES II, L.P., a Hawaii limited partnership, and EWA HOMES III, L.P., a Hawaii limited partnership, by instrument dated effective as of November 12, 2013, recorded as Document No. A-50640341B.

END OF EXHIBIT "A"


Ewa Villages Golf Course
Park Row
Hei Pl
LOT 53
Kilipue St
Karayan St
Ala Loa St
Pahika St
FLOWAGE ESMT 10
FLOWAGE ESMT 11
Ewaloa St

LAND COURT SYSTEM | REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. (808) 768-8706

Total Pages: 9

GRANT OF FLOWAGE EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

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

TMK: (1) 9-1-163-047

Easement 10, File Plan 2496
Ho`onani Subdivision – Ewa Villages
DPP File No. 2013/SUB-134

THIS INDENTURE, made this 12th day of June, 20 15, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, 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 :

WHEREAS, Grantor was the owner of Lot 36, as shown on File Plan 2496; and

WHEREAS, Grantor sold said Lot 36, as shown on File Plan 2496, by Ho`onani Limited Warranty Deed With Reservations, Covenants, Conditions, Restrictions and Repurchase Option dated September 11, 2014, recorded in said Bureau as Document No. A-53850203 (the "Deed"); and

WHEREAS, the Deed reserved to Grantor, the right to grant non-exclusive easements and rights of way for flowage and other utility purposes over, under, across, along, upon and through the property conveyed by the Deed, which reserved rights Grantor intends to exercise in this Grant of Easement; and

WHEREAS, the Grantor has submitted documents to Grantee conveying a certain roadway lot from that certain tract of land sometimes referred to as Ho`onani Subdivision (DPP File No. 2013/SUB-134); and

WHEREAS, storm and surface waters from said roadway lot will be discharged upon certain lands and more particularly described hereinafter; and

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

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

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR ($1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement(s) 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 roadway lots.

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 roadway lots 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 roadway lots 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 granted 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.

[Signatures on next page]

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

CASTLE & COOKE HOMES HAWAII, INC.

By _____
RICHARD R. ANZAI
Its Vice President, Controller
& Assistant Secretary

By _____
TROY T. FUKUHARA
Its Vice President & Assistant
Secretary

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI
Its Mayor

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

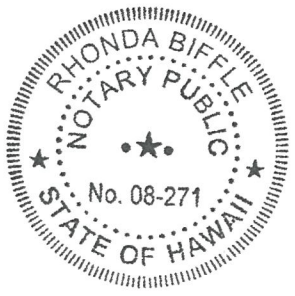
_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On this 12th day of June, 2015, before me personally appeared RICHARD R. ANZAI and TROY T. FUKUHARA, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 9 -page Grant of Flowage Easement dated June 12, 2015, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Rhonda Biffle
Notary Public, State of Hawaii
First Judicial Circuit

My commission expires: 08/03/2016



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

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

_____
Notary Public, First Circuit of the State of Hawaii

_____
Print Name of Notary Public

My commission expires:

EXHIBIT "A"

Flowage Easement

Description Compared and Checked Land Division

Being EASEMENT 10, area 1,659 square feet, for "Flowage and Drainage" purposes, affecting Lot 36 of the HO'ONANI SUBDIVISION, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2496.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

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

2. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EWA VILLAGES COMMUNITY, dated March 24, 1995, filed as Land Court Document No. 2226687; First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated April 18, 1996, filed as Land Court Document No. 2303135; Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated June 20, 2006, filed as Land Court Document No. 3444261; Supplemental Declaration (Area H) Ewa Villages dated as of September 20, 2013, by the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, recorded as Document No. A-50110024A; Joinder and Consent are given by Ewa Homes, L.P., a Hawaii limited partnership, Ewa Homes II, L.P., a Hawaii limited partnership, and Ewa Homes III, L.P., a Hawaii limited partnership, by instrument dated as of September 20, 2013, recorded as Document No. A-50110024B and A-50110024C.

3. PARTITION DEED TO CO-OWNERS AND QUITCLAIM; CONSENT; AMENDMENT OF MORTGAGES AND REGULATORY AGREEMENTS; CONFIRMATION OF PRIORITY OF MORTGAGE LIENS AND REGULATORY AGREEMENTS; RELEASE OF INTERESTS; AND RELEASE OF DEED EXCEPTIONS AND RESERVATIONS, dated effective as of September 20, 2013, recorded as Document Nos. A-50110011A through A-50110011M.

4. LIMITED WARRANTY DEED, dated effective as of November 12, 2013, recorded as Document No. A-50640341A; Joinder given by EWA HOMES, L.P., a Hawaii limited partnership, EWA HOMES II, L.P., a Hawaii limited partnership, and EWA HOMES III, L.P., a Hawaii limited partnership, by instrument dated effective as of November 12, 2013, recorded as Document No. A-50640341B.

5. DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK), dated January 16, 2014, recorded as Document No. A-53240686.

6. HO'ONANI LIMITED WARRANTY DEED WITH RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND REPURCHASE OPTION, dated September 11, 2014, recorded as Document No. A-53850203.

7. DECLARATION OF RESTRICTIVE COVENANTS PARK DEDICATION - ONE DWELLING PER LOT (LOT 36), dated January 16, 2014, recorded as Document No. A-53240688.

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. (808) 768-8706

Total Pages: 10

GRANT OF FLOWAGE EASEMENT

GRANTOR: CASTLE & COOKE HOMES HAWAII, INC.

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

TMK: (1) 9-1-163-065-0001 thru 0006 & (1) 9-1-163-043

Easement 11, File Plan 2496
Ho`onani Subdivision – Ewa Villages
DPP File No. 2013/SUB-134

THIS INDENTURE, made this 12th day of June, 20 15, by and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, 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 :

WHEREAS, by Declaration of Condominium Property Regime of Ho`onani I - Phase I, dated May 16, 2014, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-52490695, as amended (the "Condominium Declaration"), Grantor (as the then fee owner) did submit Lots 30 and 31, as shown on File Plan 2496 (besides other land), to a condominium property regime known as "Ho`onani I - Phase I", pursuant to Chapter 514B of the Hawaii Revised Statutes, as amended; and

WHEREAS, pursuant to the Condominium Declaration, Grantor has (a) non-exclusive easement rights for drainage, sewage, flowage and other utility purposes over, across, along, upon and through the land under Ho`onani I - Phase I, and (b) the right to grant to the City and County of Honolulu and any other appropriate governmental agency, easements for such drainage, sewage, flowage and other utility purposes over, across, along, upon and through the land under Ho`onani I - Phase I, which rights Grantor intends

to exercise in this Grant of Easement; and

WHEREAS, Grantor was also the owner of Lot 32, as shown on File Plan 2496; and

WHEREAS, Grantor sold said Lot 32, as shown on File Plan 2496, by Ho`onani Limited Warranty Deed With Reservations, Covenants, Conditions, Restrictions and Repurchase Option dated September 2, 2014, recorded in said Bureau as Document No. A-53730506 (the "Deed"); and

WHEREAS, the Deed reserved to Grantor, the right to grant non-exclusive easements and rights of way for flowage and other utility purposes over, under, across, along, upon and through the property conveyed by the Deed, which reserved rights Grantor intends to also exercise in this Grant of Easement; and

WHEREAS, the Grantor has submitted documents to Grantee conveying a certain roadway lot from that certain tract of land sometimes referred to as Ho`onani Subdivision (DPP File No. 2013/SUB-134); and

WHEREAS, storm and surface waters from said roadway lot will be discharged upon certain lands and more particularly described hereinafter; and

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

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

NOW THEREFORE, in consideration of the foregoing and in consideration of the sum of ONE DOLLAR ($1.00), paid to the Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee, its successors and assigns, the Flowage Easement(s) 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 roadway lots.

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 roadway lots 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 roadway lots 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 granted 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.

[Signatures on next page]

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

CASTLE & COOKE HOMES HAWAII, INC.

By _____
RICHARD R. ANZAI
Its Vice President, Controller
& Assistant Secretary

By _____
TROY T. FUKUHARA
Its Vice President & Assistant
Secretary

CITY AND COUNTY OF HONOLULU

By _____
RICK BLANGIARDI
Its Mayor

APPROVED AS TO CONTENTS

_____
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY

_____
Deputy Corporation Counsel
MARILYN C. USHIJIMA

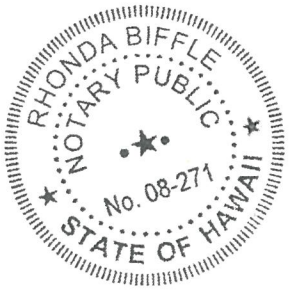
STATE OF HAWAII)
: ss.
CITY AND COUNTY OF HONOLULU)

On this 12th day of June, 2015, before me personally appeared RICHARD R. ANZAI and TROY T. FUKUHARA, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 10-page Grant of Flowage Easement dated June 12, 2015, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Rhonda Biffle

Rhonda Biffle
Notary Public, State of Hawaii
First Judicial Circuit

My commission expires: 08/03/2016



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

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

_____
Notary Public, First Circuit of the
State of Hawaii

_____
Print Name of Notary Public

My commission expires:

EXHIBIT "A"

Flowage Easement



Being EASEMENT 11, area 3,826 square feet, for "Flowage and Drainage" purposes, affecting Lots 30, 31 and 32 of the HO'ONANI SUBDIVISION, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2496.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

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

2. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EWA VILLAGES COMMUNITY, dated March 24, 1995, filed as Land Court Document No. 2226687; First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated April 18, 1996, filed as Land Court Document No. 2303135; Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ewa Villages Community dated June 20, 2006, filed as Land Court Document No. 3444261; Supplemental Declaration (Area H) Ewa Villages dated as of September 20, 2013, by the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, recorded as Document No. A-50110024A; Joinder and Consent are given by Ewa Homes, L.P., a Hawaii limited partnership, Ewa Homes II, L.P., a Hawaii limited partnership, and Ewa Homes III, L.P., a Hawaii limited partnership, by instrument dated as of September 20, 2013, recorded as Document No. A-50110024B and A-50110024C.

3. PARTITION DEED TO CO-OWNERS AND QUITCLAIM; CONSENT; AMENDMENT OF MORTGAGES AND REGULATORY AGREEMENTS; CONFIRMATION OF PRIORITY OF MORTGAGE LIENS AND REGULATORY AGREEMENTS; RELEASE OF INTERESTS; AND RELEASE OF DEED EXCEPTIONS AND RESERVATIONS, dated effective as of September 20, 2013, recorded as Document Nos. A-50110011A through A-50110011M.

4. LIMITED WARRANTY DEED, dated effective as of November 12, 2013, recorded as Document No. A-50640341A; Joinder given by EWA HOMES, L.P., a Hawaii limited partnership, EWA HOMES II, L.P., a Hawaii limited partnership, and EWA HOMES III, L.P., a Hawaii limited partnership, by instrument dated effective as of November 12, 2013, recorded as Document No. A-50640341B.

5. DECLARATION OF MERGER OF CONDOMINIUM PHASES, dated May 14, 2014, recorded as Document No. A-52490694.

6. DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HO'ONANI I - PHASE I, dated May 16, 2014, recorded as Document No. A-52490695, as amended by instruments dated July 3, 2014, recorded as Document No. A-52971013, dated April 9, 2015, recorded as Document No. A-55780857 and dated April 10, 2015, recorded as Document No. A-55780859.

7. CONDOMINIUM MAP 5284 and any amendments thereto.

8. BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF HO'ONANI I - PHASE I, dated May 16, 2014, recorded as Document No. A-52490696, as amended by instrument dated June 19, 2014, recorded as Document No. A-52831033.

9. DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK), dated January 16, 2014, recorded as Document No. A-53240686.

10. HO'ONANI LIMITED WARRANTY DEED WITH RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND REPURCHASE OPTION, dated September 2, 2014, recorded as Document No. A-53730506.

11. CERTIFICATE OF ADMINISTRATIVE MERGER, THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HO'ONANI I - PHASE I, AND SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HO'ONANI I - PHASE II, dated April 10, 2015, recorded as Document No. A-55780859.

END OF EXHIBIT "A"