'25DEC18 PM 2:29 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

LA25-516.SM
714416

December 17, 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: Ward Block N-West

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

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. Also, accompanying this letter is a map showing the sewer easements to be dedicated and copies of the Grant documents.

(1) Grant of Sewer Easements and Covenants and Restrictions Easements S-1 and S-2;
(2) Grant of Sewer Easement and Covenants and Restrictions Easement S-3;
(3) Grant of Sewer Easement S-4.

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

Enclosures (4)

APPROVED:

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

DEPT. COM. 866

Ala Moana
Auahi St
SEWER ESMT S-4
SEWER ESMT S-3 (POR.)
SEWER ESMT S-2 (POR.)
SEWER ESMT S-1 (POR.)
Ward Ave
Kamani St
Halekauwila St
Ilaniwai St
Queen St
Cummins St
Kamani St

LAND COURT | REGULAR SYSTEM

After Recordation, Return by ☐ Mail or ☒ Pick-up

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

Total Page(s): _____

GRANT OF SEWER EASEMENTS AND COVENANTS AND RESTRICTIONS

(SEWER EASEMENTS S-1 AND S-2)

GRANTOR: **VICTORIA WARD, LIMITED**, a Delaware corporation

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii
530 South King Street
Honolulu, Hawaii 96813

Tax Map Key: (1) 2-3-002-114 and 116
Land Block 1 – Development

Easements S-1 and S-2
DPP File No. 2020/SUB-207
Land Block 1, Ward Village

Ward Block N-West
Sewer Esmts S-1 & S-2

THIS GRANT OF SEWER EASEMENTS AND COVENANTS AND RESTRICTIONS (SEWER EASEMENTS S-1 AND S-2) (this "**Grant of Easements**") is made this 9th day of June, 2025, by **VICTORIA WARD, LIMITED**, a Delaware corporation ("**Grantor**"), whose address is 1240 Ala Moana Boulevard, Suite 200, Honolulu, Hawaii 96814, 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 530 South King Street, Honolulu, Hawaii 96813 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of **Lot F**, more particularly described in **Exhibit A** and shown on **Exhibit A-1**, and **Lot D-2**, as more particularly described in **Exhibit B** and shown on **Exhibit B-1**, all attached hereto and made a part hereof.

WHEREAS, in that certain Final Order of Condemnation dated May 30, 1967 in Civil No. 6483 (the "**Condemnation Order**"), filed with the Assistant Registrar of Land Court of the State of Hawaii ("**Land Court**") as Document No. 445974, Grantee exercised its power of eminent domain and condemned certain easements in connection with the East End Relief Sewer, such condemned easements are identified as "**Parcel A**", consisting of approximately **14,954** square feet, and "**Parcel B**" consisting of approximately **2,492** square feet, all as more particularly described in the Condemnation Order.

WHEREAS, Parcel A and Parcel B were designated as sewer easements in Land Court, Parcel A is shown on Map 10 of Land Court Consolidation 53, attached hereto as **Exhibit C** (as notated), and Parcel B is shown on Map 27 of Land Court Application 670, attached as **Exhibit D** (as notated). Parcel A and Parcel B collectively form a continuous length of sewer line easements between Queen Street and Auahi Street, for a width of ***twenty (20) feet***.

WHEREAS, in File Number DPP 2020/SUB-207, the Department of Planning and Permitting of the City and County of Honolulu ("**DPP**") approved the designation of Easements S-1, S-2, S-3 and S-4, affecting Lots F, D-2, E and G respectively, and the cancellation of Easement for Sanitary Sewer as shown on Map 10 of Land Court Consolidation 53 and Easement for Sanitary Sewer as shown on Map 27 of Land Court Application 670. The designation of Easements S-1, S-2, S-3 and S-4 are more particularly described in that certain Affidavit of Rico D. Erolin dated February 2, 2021, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-77760254. Easements S-1, S-2, S-3 and S-4 form a continuous length of sewer line easements between Queen Street and Auahi Street, for a width of ***twenty-five (25) feet***.

WHEREAS, Parcel A and Parcel B, collectively, are located in the same location as Easements S-1, S-2 and S-3, collectively, forming a continuous length of sewer line easements between Queen Street and Auahi Street, however, Easements S-1, S-2 and S-3 are ***five (5) feet greater*** in width than Parcel A and Parcel B. The additional five (5) feet in width over Lot F, comprising a portion of Easement S-1, is more particularly described in **Exhibit E** attached hereto and made a part hereof (the "**Easement S-1 Addition**"). The additional five (5) feet in width over Lot D-2, comprising a portion of Easement S-2, is more particularly described in **Exhibit F** attached hereto and made a part hereof (the "**Easement S-2 Addition**"). As used in this Grant of Easements, the term "**Easement Areas**" shall mean Easement S-1 (being the applicable portions of Parcel A and Parcel B and the Easement S-1 Addition, as shown on **Exhibit A-1**) and Easement S-2 (being the applicable portions of Parcel A and Parcel B and the Easement S-2 Addition, as shown on **Exhibit B-1**).

WHEREAS, notwithstanding DPP's action in File Number DPP 2020/SUB-207 cancelling the Easement for Sanitary Sewer as shown on Map 10 of Land Court Consolidation 53 and the Easement for Sanitary Sewer as shown on Map 27 of Land Court Application 670, such subdivision action did not divest Grantee of its interest in sewer easements Parcel A and Parcel B.

WHEREAS, Grantee has requested, and Grantor is willing to grant, an easement in favor of Grantee over those portions of Easement S-1 and Easement S-2 in which Grantee does not currently have an easement interest, being the additional five (5) feet in width in Easement S-1, referred to herein as the Easement S-1 Addition, and the additional five (5) feet in width in Easement S-2, referred to herein as the Easement S-2 Addition, respectively.

WHEREAS, Grantor and Grantee also desire to include terms and conditions for the Easement Areas, including certain covenants and restrictions, as more fully set forth herein.

NOW THEREFORE, Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by Grantee, the receipt of which is hereby acknowledged, and of the covenants of Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto Grantee, its successors and permitted assigns forever, the Easement S-1 Addition and the Easement S-2 Addition on the terms and conditions set forth below, and Grantor and Grantee agree that the terms and conditions set forth below shall apply to the entirety of the Easement Areas.

1. **Grant of Easements**. Grantor hereby grants to Grantee perpetual non-exclusive easements identified as the Easement S-1 Addition and the Easement S-2 Addition which, together with all other portions of the Easement Areas, may be used to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across those portions of Lot F and Lot D-2 identified as Easement S-1 and Easement S-2, respectively; TOGETHER with the right of ingress to and egress from the Easement Areas over the land of Grantor, adjacent thereto, for all purposes in connection with this Grant of Easements, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the Easement Areas, such sewer pipeline(s), manholes and other equipment as Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system. Grantee shall keep its sewer pipelines, manholes and other appurtenant equipment in good condition and repair, reasonable wear and tear excepted.

2. **Building Restrictions**. Except as provided below, 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 Areas 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 materials (except those that can be moved within twenty-four (24) hours of written notice to Grantor; provided that in the event of an emergency, Grantee shall provide as much prior notice as is reasonable under the circumstances and Grantor shall promptly remove any stockpiled materials from the Easement Areas), above or on the surface of the Easement Areas, provided, however, that this provision shall not prohibit Grantor from planting or maintaining grass and ground cover within the Easement Areas, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, other utility installations, conduits or drains below the surface of the Easement Areas insofar as such uses do not interfere with the exercise by Grantee of the rights granted to Grantee in this Grant of Easements.

3. **Destruction, Removal or Alteration of Structures in the Easement Areas**. Except with respect to the Build-Over Area (defined below), which shall be governed by Section 5 below, in the event it is necessary or convenient for Grantee to destroy, remove or alter any building, structure or building foundation, within the Easement Areas, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, Grantee shall be liable for the replacement or restoration of the same destroyed, removed or altered; provided, however, that such replacement or restoration work shall be limited to such replacement or restoration to the condition of the same existing immediately prior to the destruction, removal or alteration thereof, to the extent that the same is reasonably possible.

The provisions of the paragraph immediately above notwithstanding, in no event shall Grantee be liable or responsible for any damage to any building, structure, or building foundation of any kind, placed or erected or used within the Easement Areas contrary to the terms hereof, caused by or resulting from the exercise by Grantee of the rights granted to Grantee in this Grant of Easements.

4. **Restoration of Surface**. After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by Grantee, Grantee shall restore the surface of the ground within the Easement Areas to its original condition or as close thereto as is reasonably possible.

5. **Building Over Easement S-1**. Notwithstanding any provisions in this Grant of Easements to the contrary, as to Easement S-1 only, Grantor shall be allowed to construct, install, repair, maintain and reconstruct a building and other improvements overhead and above Easement S-1 on the following terms and conditions:

a. The overhead structure may be in such location over Easement S-1 as shown on the **Plan View** attached hereto as **Exhibit G-1** and incorporated herein, with an allowed overhead vertical clearance of at least twenty-two (22) feet from ground surface as shown on the **Section View** attached hereto as **Exhibit G-2** and incorporated herein, and Grantor is allowed to construct and place building foundations below the surface and adjacent to, not within, Easement S-1 as shown on the **Foundation View** attached hereto as **Exhibit G-3** and incorporated herein (collectively, the "**Build-Over Area**").

b. Other than as provided above, no other overhead structures or below surface foundations shall be allowed in Easement S-1.

c. The 22-foot vertical clearance in the Build-Over Area shall not be reduced or encroached upon by any permanent fixtures or permanent appurtenances.

d. No other objects or trees may be placed on or above the Build-Over Area which cannot be moved within twenty-four (24) hours of written notice.

e. In the event sewer repairs are required in the Build-Over Area on an emergency basis, Grantor shall immediately remove all removable property which obstructs Grantee's access to the Build-Over Area and the work area required in connection with such emergency sewer repairs. Grantee shall be allowed to block public access to such work area while Grantee undertakes such emergency repairs, consistent with applicable laws.

f. Notwithstanding the foregoing, while doing any work in the Build-Over Area, including on an emergency basis, Grantee will work with Grantor in good faith to maintain vehicular and pedestrian access to the building located on Lot F.

g. Grantee shall not be liable or responsible for damage to the building and other improvements to be constructed overhead and above Easement S-1 that is caused by or resulting from the exercise by Grantee of the rights granted to Grantee in this Grant of Easements; provided that Grantee shall, to the extent reasonably possible, protect the concrete structure of the building, and the overhead structure and building foundations below the surface and adjacent to Easement S-1 during any necessary work by Grantee in and around the Build-Over Area.

h. Grantee shall not be liable to Grantor for any lost business revenues during any necessary work by Grantee that relates to or in the Build-Over Area.

i. Upon completion of any sewer repair or construction work by Grantee in the Build-Over Area, Grantee's responsibility for restoration of the site shall be limited to replacement of concrete slabs on grade and basic grass planting which were damaged in connection with such sewer repair or construction work, to the extent reasonably possible. Grantee shall not be responsible for restoration of decorative features, paint or other protective coatings, floor coverings, overhead electrical and mechanical fixtures and systems, stairways, fences, landscaping trees and similar elements.

6. **Indemnity**. Except as otherwise herein provided, Grantee shall indemnify and save harmless Grantor against loss or damage to the property of Grantor or to the property of others situated outside of the Easement Areas, and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the negligence of Grantee, its officers, agents or servants.

7. **Assignment**. Grantee shall not assign any right granted or otherwise given to Grantee in this Grant of Easements, except to a successor or permitted assigns, without the written consent of Grantor.

8. **Property of Grantee**. Any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the Easement Areas and maintained, operated or repaired by Grantee shall be and remain the property of Grantee.

9. **Abandonment**. In the event Grantee shall at any time completely remove its sewer pipeline(s) from any parcel(s) of land comprising the Easement Areas and shall, for a period of seven (7) or more consecutive years, fail to reinstall any sewer pipeline(s) through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel(s) of land comprising the Easement Areas, then the rights and obligations of Grantee under this Grant of Easements shall thereupon terminate, as to such parcel(s) of land, without any action on the part of 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 the Easement Areas which have not been abandoned; provided, however, that nothing herein shall require Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the Easement Areas or to do any work therein, except that Grantee shall cap the abandoned sewer pipelines so no sewage can flow in the abandoned sewer pipelines and shall drain any existing sewage in the abandoned sewer pipelines.

10. **Default**. There shall be a default under this Grant of Easements if a party fails to perform any terms, conditions or covenants of this Grant of Easements to be observed or performed by such party, and such failure continues for more than fifteen (15) days after written notice of such failure shall have been given to such non-performing party, or if such failure in observance or performance of such terms, conditions or covenants cannot reasonably be cured within said fifteen (15) day period, then such longer period as may be reasonably required and agreed to by the parties, provided that the non-performing party shall commence curative action during said 15-day period and thereafter prosecute such cure to completion with due diligence. In the event of a default, the non-defaulting party may seek any and all remedies permitted by law.

11. **Notices**. Any notice, demand, or other writing of any kind which may or shall be given pursuant to this Grant of Easements shall be deemed given and received, and to be effective for all purposes when: (a) e-mailed to the e-mail addresses below (provided that such sent email is kept on file, whether electronically or otherwise, by the sending party, and the sending party does not immediately receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient); (b) personally delivered (including delivery by overnight courier); or (c) three (3) days after mailing by certified United States mail, postage prepaid and return receipt requested, to the address set forth below. Any party hereto may change its address by giving notice to the other party in accordance with this paragraph.

If to Grantor:

VICTORIA WARD, LIMITED
1240 Ala Moana Boulevard, Suite 200
Honolulu, Hawaii 96814
Attn: Lee Cranmer
Telephone: (808) 591-8411
Email: lee.cranmer@howardhughes.com

If to Grantee:

CITY AND COUNTY OF HONOLULU
Department of Environmental Services
1000 Ulu'ohi'a Street, Suite 308
Kapolei, Hawaii 96707
Attn: Director
Telephone: (808) 768-3486

12. **Miscellaneous**.

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

b. The term "Grantor" wherever used herein shall be held to mean and include Grantor, its successors and assigns, and the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns. Grantor and Grantee hereby agree that the provisions herein shall operate as a covenant running with Lot F and Lot D-2.

c. This Grant of Easements does not waive any rights of Grantor or Grantee pursuant to all applicable laws, ordinances, rules, and regulations.

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

e. This Grant of Easements shall be governed by the laws of the State of Hawai'i both as to the interpretation and performance. The parties agree that the courts of the State of Hawai'i shall have exclusive jurisdiction to enforce the terms and conditions of this Grant of Easements.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easements on the day and year first above written.

GRANTOR:

VICTORIA WARD, LIMITED, a Delaware corporation

By _____
Name Kaʻiulani K. Sodaro
Title VICE PRESIDENT

APPROVED AS TO CONTENTS:

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

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy Corporation Counsel
City and County of Honolulu
SEONGWU HAN

GRANTEE:

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

By _____
Name _____
Title _____

GRANTOR

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this 9th day of June, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared Kathleen K. Sodaro, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENTS AND COVENANTS AND RESTRICTIONS (SEWER EASEMENTS S-1 AND S-2)** 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. The foregoing instrument is dated undated at time of notarization, and contained 41 **pages** (*including its Exhibits A through G3*), at the time of this acknowledgment/certification.

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

Tracey K. Morisugi
Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires: 9/14/2026

Tracey K. Morisugi
Signature of Notary Public

Undated at time of Notarization
Document Date: #Pages: 41
Notary Name: TRACEY K. MORISUGI First Circuit
Doc. Description: Grant of Sewer Easements and Covenants and Restrictions (Sewer Easements S1 and S2)
Tracey K. Morisugi 6.9.25
Notary Signature Date

NOTARY CERTIFICATION

MY COMMISSION EXPIRES: 9/14/2026

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

GRANTEE

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this _____ day of _____, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENTS AND COVENANTS AND RESTRICTIONS (SEWER EASEMENTS S-1 AND S-2)** 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. The foregoing instrument is dated _____, and contained _____ **pages** (*including its Exhibits A through G3)*, at the time of this acknowledgment/certification.

_____
Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires: _____

_____
Signature of Notary Public

EXHIBIT A

Lot F

Being portion of Consolidation of Lot D-1, as shown on DPP File No. 2018/SUB-95. Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi, R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northwest corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,654.60 feet South and 2,106.46 feet West, and running by azimuths measured clockwise from True South:

1.	231° 52'	256.02 feet	along Southerly side of Ward Avenue;
2.	307° 50' 30"	227.76 feet	along Lot 1 of Land Court Application 971 and Lot 10, Block 4, of Kewalo Tract;
3.	231° 52'	139.88 feet	along Lot 10, Block 4, of Kewalo Tract;
4.	321° 52'	100.00 feet	along Southwest side of Queen Street;
5.	51° 52'	116.62 feet	along Lot 13, Block 4, of Kewalo Tract, a portion of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi;
6.	308° 46' 15"	51.54 feet	along same;
7.	231° 52'	104.99 feet	along same;
8.	321° 52'	100.00 feet	along Southwest side of Queen Street;

9.	51°	52'		91.77 feet	along Lot 16, Block 4, of Kewalo Tract, a portion of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi, and along Lot A as shown on DPP File No. 20174/SUB-40;
10.	204°	27'	40"	109.96 feet	along Lot A as shown on DPP File No. 20174/SUB-40;
11.	24°	27'	40"	129.76 feet	along same;
12.	204°	27'	40"	12.27 feet	along same;
13.	231°	52'		71.13 feet	along same;
14.	24°	27'	40"	74.86 feet	along same;
15.	114°	27'	40"	71.86 feet	along the remainder of Lot D-1 as shown on DPP File No. 2018/SUB-95;

16. Thence, along the remainders of Lots D-1 as shown on DPP File No. 2018/SUB-95 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, on a curve to the right with a radius of 224.00 feet, the chord azimuth and distance being:

    128° 09' 50" 106.12 feet;

17.	141°	52'		270.24 feet	along remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

ControlPoint Surveying, Inc.
615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

18. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 28.00 feet, the chord azimuth and distance being:

343° 57' 34" 21.06 feet;

to the point of beginning and containing an area of 153,171 square feet.

Subject, however, to HART Rail Right-of-Way and Drainage Easement 20, Perpetual Easement for a concrete drain to Victoria Ward dated February 24, 1931, Sanitary Sewer Easement as shown on Map 10 of Land Court Consolidation 53, and Easement P-9, more particularly described as follows:

Easement P-9

(For Pedestrian Access Purposes in Favor of the Public)

Being portion of Consolidation of Lot D-1 as shown on DPP File No. 2018/SUB-95 Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northeast corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,650.29 feet South and 2,100.97 feet West, and running by azimuths measured clockwise from True South:

1. 231° 52' 11.16 feet along Southerly side of Ward Avenue;

2. 06° 03' 08" 12.64 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

3. Thence, along same on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:

343° 57' 34" 11.28 feet;

4. 321° 52' 270.24 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;

5. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lot D-1 as shown on DPP File No. 2018/SUB-95, on a curve to the left with a radius of 211.00 feet, the chord azimuth and distance being:

318° 09' 44" 27.27 feet;

6. 51° 52' 8.06 feet along the remainder of Lot D-1 as shown on DPP File No. 2018/SUB-95;

7. Thence, along same on a curve to the right with a radius of 219.00 feet, the chord azimuth and distance being:

138° 17' 54" 27.26 feet;

8.	141° 52'	270.24 feet	along the remainders of Lot D-1 as shown on DPP File No. 2018/SUB-95, Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
9.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 23.00 feet, the chord azimuth and distance being:		
	163° 57' 34"	17.30 feet;	
10.	186° 03' 08"	4.86 feet	along same to the point of beginning and containing an area of 2,566 square feet.



Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

August 21, 2020
Honolulu, Hawaii

Tax Map Key: (1) 2-3-02: 002, 059, por. 107 & por. 110

EXHIBIT A-1

MAP OF LOT F AND EASEMENT S-1

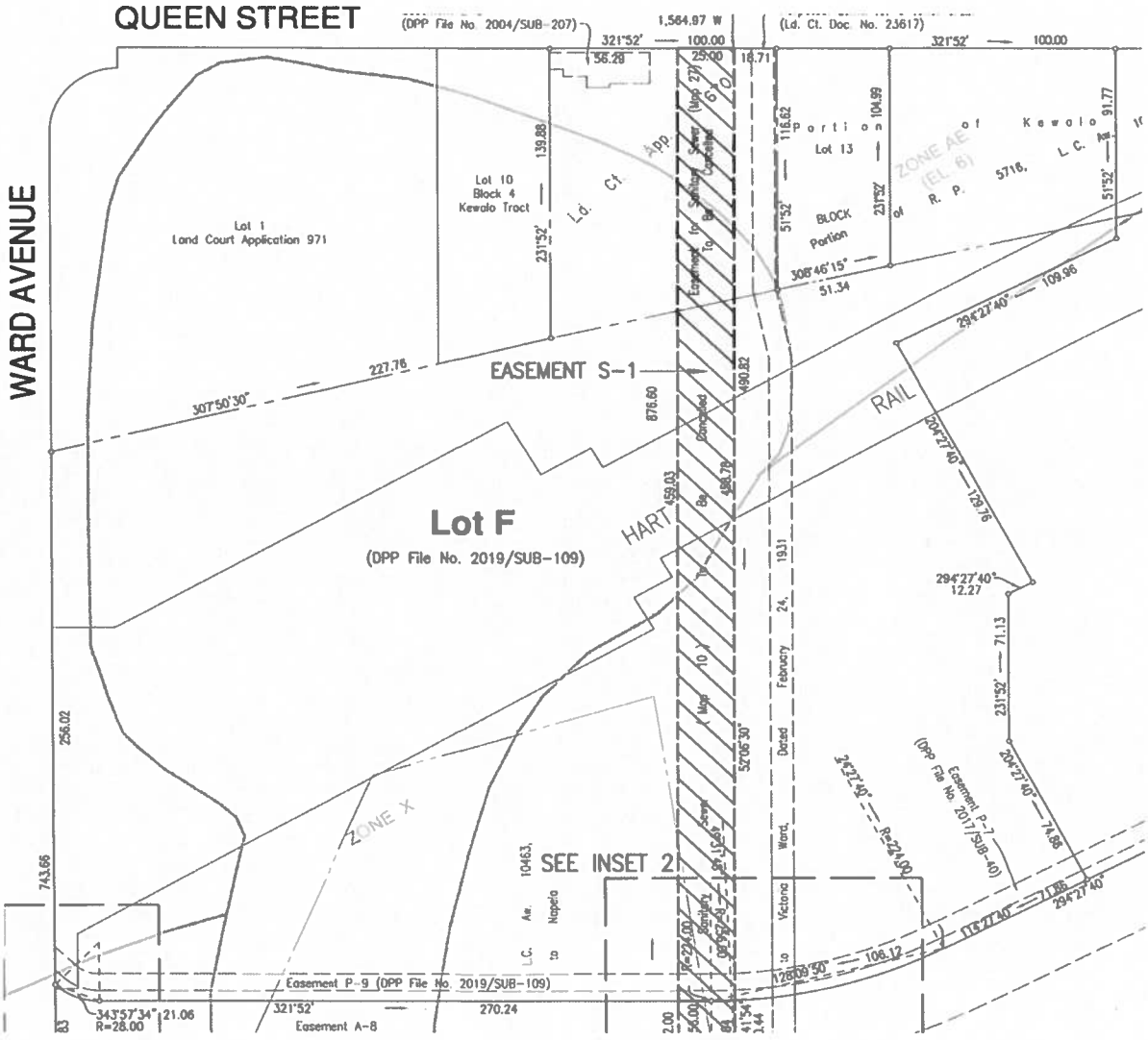

EXHIBIT B

Lot D-2

Being portion of Consolidation of Lot D-1, as shown on DPP File No. 2018/SUB-95. Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58 Being also portions of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi, R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Southeast corner of this parcel, and on the Northwest side of Kamakee Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,582.45 feet South and 1,183.94 feet West, and running by azimuths measured clockwise from True South:

1. Along Lot B, as shown on DPP File No. 2017/SUB-40, and along the remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

   164° 39' 32.5" 21.69 feet;

2. 141° 52' 464.25 feet along same;

3. Thence, along same, on a curve to the left with a radius of 309.00 feet, the chord azimuth and distance being:

   139° 59' 43" 20.18 feet;

4. Thence, along same, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

   87° 44' 22" 30.81 feet;

5. 37° 21' 18" 31.32 feet along same;

6. Thence, along same, on a curve to the right with a radius of 62.00 feet, the chord azimuth and distance being:

44° 36' 39" 15.66 feet;

7. 51° 52' 291.62 feet along same;

8. Thence, along same, on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:

32° 34' 33.05 feet;

9. 13° 16' 5.48 feet along same;

10. 122° 55' 42.72 feet along the North side of Auahi Street;

11. 212° 55' 7.93 feet along Lot C-1, as shown on DPP File No. 2018/SUB-95, along the remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

12. Thence, along same, on a curve to the right with a radius of 62.00 feet, the chord azimuth and distance being:

222° 23' 30" 20.41 feet;

13. 231° 52' 313.34 feet along same;

14. Thence, along same, on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:

224° 36' 39" 7.58 feet;

15. 217° 21' 18" 35.85 feet along same;

16. Thence, along same, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

170° 34' 11" 29.15 feet;

17. Thence, along same, on a curve to the left with a radius of 309.00 feet, the chord azimuth and distance being:

119° 07' 22" 50.23 feet;

18. 114° 27' 40" 193.01 feet along same;

19. 24° 27' 40" 92.81 feet along same;

20. Thence, along same, on a curve to the right with a radius of 149.50 feet, the chord azimuth and distance being:

    38° 09' 50" 70.83 feet;

21. 51° 52' 206.27 feet along same;

22. 122° 55' 143.99 feet along the North side of Auahi Street;

23. Thence, along same, on a curve to the left with a radius of 2038.00 feet, the chord azimuth and distance being:

    121° 00' 57" 135.20 feet;

24. 232° 06' 30" 375.08 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;

25. Thence, along same, on a curve to the left with a radius of 256.00 feet, the chord azimuth and distance being:

    140° 41' 54" 10.44 feet;

26. 141° 52' 270.24 feet along same;

27. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Mission, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

    119° 46' 26" 21.06 feet;

28. 231° 52' 47.83 feet along Southerly side of Ward Avenue;

29. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Mission, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

343° 57' 34" 21.06 feet;

30. 321° 52' 270.24 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Mission and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;

31. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lot D-1 as shown on DPP File No. 2018/SUB-95, and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 224.00 feet, the chord azimuth and distance being:

308° 09' 50" 106.12 feet;

32. 294° 27' 40" 298.96 feet along the remainders of Lot D-1 as shown on DPP File No. 2018/SUB-95 and Lot A as shown on DPP File No. 2017/SUB-40, and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

33. Thence, along Lot A as shown on DPP File No. 2017/SUB-40, on a curve to the right with a radius of 341.00 feet, the chord azimuth and distance being:

299° 50' 06" 63.87 feet;

34. Thence, along same, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

261° 16' 46" 27.75 feet;

35. 217° 21' 26.03 feet along same;

36. Thence, along same, on a curve to the right with a radius of 260.00 feet, the chord azimuth and distance being:

236° 36' 171.44 feet

37. Thence, along same, on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:

243° 51' 30" 20.78 feet;

38. 231° 52' 7.77 feet along same;

39. Thence, along Lot A, as shown on DPP File No. 2017/SUB-40, along the remainders of portions of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

202° 22' 05" 27.57 feet;

40. 321° 52' 37.58 feet along the Southwest side of Queen Street;

41. 51° 52' 31.77 feet along Lot 2 as shown on DPP File No. 2015/SUB-19, along the remainders of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

42. Thence, along Lot 2 as shown on DPP File No. 2015/SUB-19, along the remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 74.00 feet, the chord azimuth and distance being:

63° 51' 30" 30.75 feet;

43. Thence, along same, on a curve to the left with a radius of 236.00 feet, the chord azimuth and distance being:

56° 36' 155.61 feet;

44. 37° 21' 26.95 feet along same;

45. Thence, along same, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

359° 36' 30" 24.48 feet;

46. 321° 52' 505.55 feet along same;

47. Thence, along same, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

299° 04' 27.5" 21.69 feet;

48. 51° 52' 48.81 feet along the Northwest side of Kamakee Street to the point of beginning and containing an area of 155,716 square feet.

Subject, however, to HART Rail Right-of-Way and Drainage Easement 20, Perpetual Easement for a concrete drain to Victoria Ward dated February 24, 1931, Sanitary Sewer Easement as shown on Map 10 of Land Court Consolidation 53, Easement A-7 as shown on shown on DPP File No. 2017/SUB-40, Easements D-1, D-2, D-3 and D-4 as shown on DPP File No. 2020/SUB-89, and Easements A-8 and B, more particularly described as follows:

Easement A-8

(For Access and Utility Purposes in Favor of Victoria Ward)

Being portion of Consolidation of Lot D-1 as shown on DPP File No. 2018/SUB-95 Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northwest corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,654.60 feet South and 2,106.46 feet West, and running by azimuths measured clockwise from True South:

1. Along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being:

   343° 57' 34" 21.06 feet;

2.	321° 52'	270.24 feet	along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;
3.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lot D-1 as shown on DPP File No. 2018/SUB-95, on a curve to the left with a radius of 224.00 feet, the chord azimuth and distance being:		
			318° 22' 42" 27.26 feet;
4.	51° 52'	32.21 feet	along Lot D-1 as shown on DPP File No. 2018/SUB-95;
5.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 256.00 feet, the chord azimuth and distance being;		
			138° 48' 58" 27.25 feet;
6.	141° 52'	270.24 feet	along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

7. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 28.00 feet, the chord azimuth and distance being;

119° 46' 26" 21.06 feet;

8. 231° 52' 47.83 feet along Southerly side of Ward Avenue to the point of beginning and containing an area of 10,241 square feet.

Easement B

(For Park Purposes in Favor of the Public)

Being portion of Consolidation of Lot D-1 as shown on DPP File No. 2018/SUB-95 Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northwest corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,923.52 feet South and 2,011.58 feet West, and running by azimuths measured clockwise from True South:

1. 122° 55' 143.99 feet along the North side of Auahi Street;

2. Thence, along same, on a curve to the left with a radius of 2038.00 feet, the chord azimuth and distance being:

121° 00' 57" 135.20 feet;

3.	232° 06' 30"	375.08 feet	along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;
4.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lot D-1 as shown on DPP File No. 2018/SUB-95 on a curve to the left with a radius of 256.00 feet, the chord azimuth and distance being:		
	306° 59' 44"	111.12 feet;	
5.	294° 27' 40"	105.95 feet	along the remainder Lot D-1 as shown on DPP File No. 2018/SUB-95;
6.	24° 27' 40"	92.81 feet	along Lot C-1 as shown on DPP File No. 2018/SUB-95;
7.	Thence, along same, on a curve to the right with a radius of 149.50 feet, the chord azimuth and distance being:		
	38° 09' 50"	70.83 feet;	
8.	51° 52'	206.27 feet	along Lot C-1 as shown on DPP File No. 2018/SUB-95 to the point of beginning and containing an area of 92,429 square feet;



Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

August 21, 2020
Honolulu, Hawaii

Tax Map Key: (1) 2-3-02: 002, 059, por. 107 & por. 110

EXHIBIT B-1

MAP OF LOT D-2 AND EASEMENT S-2

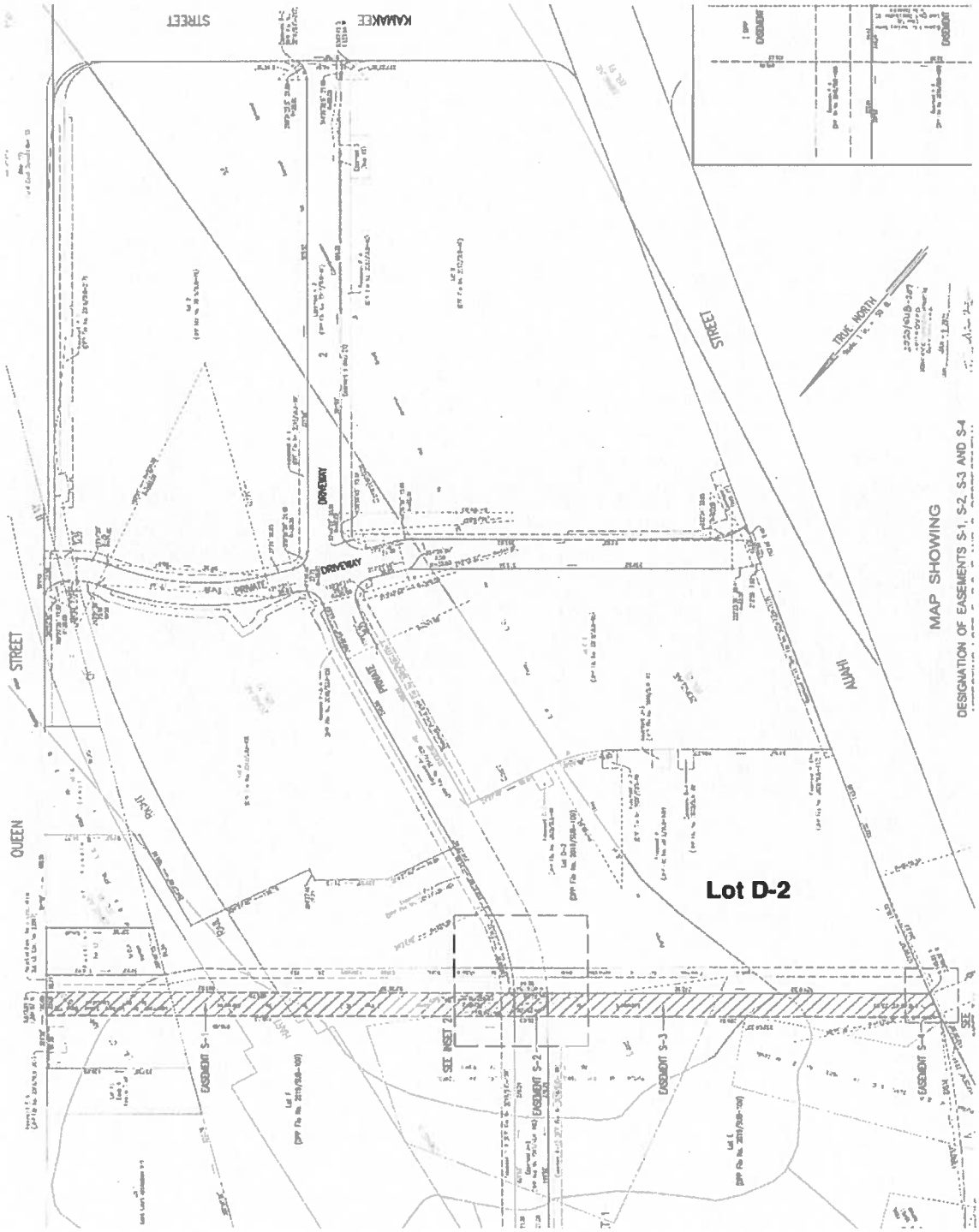

EXHIBIT C

PARCEL A

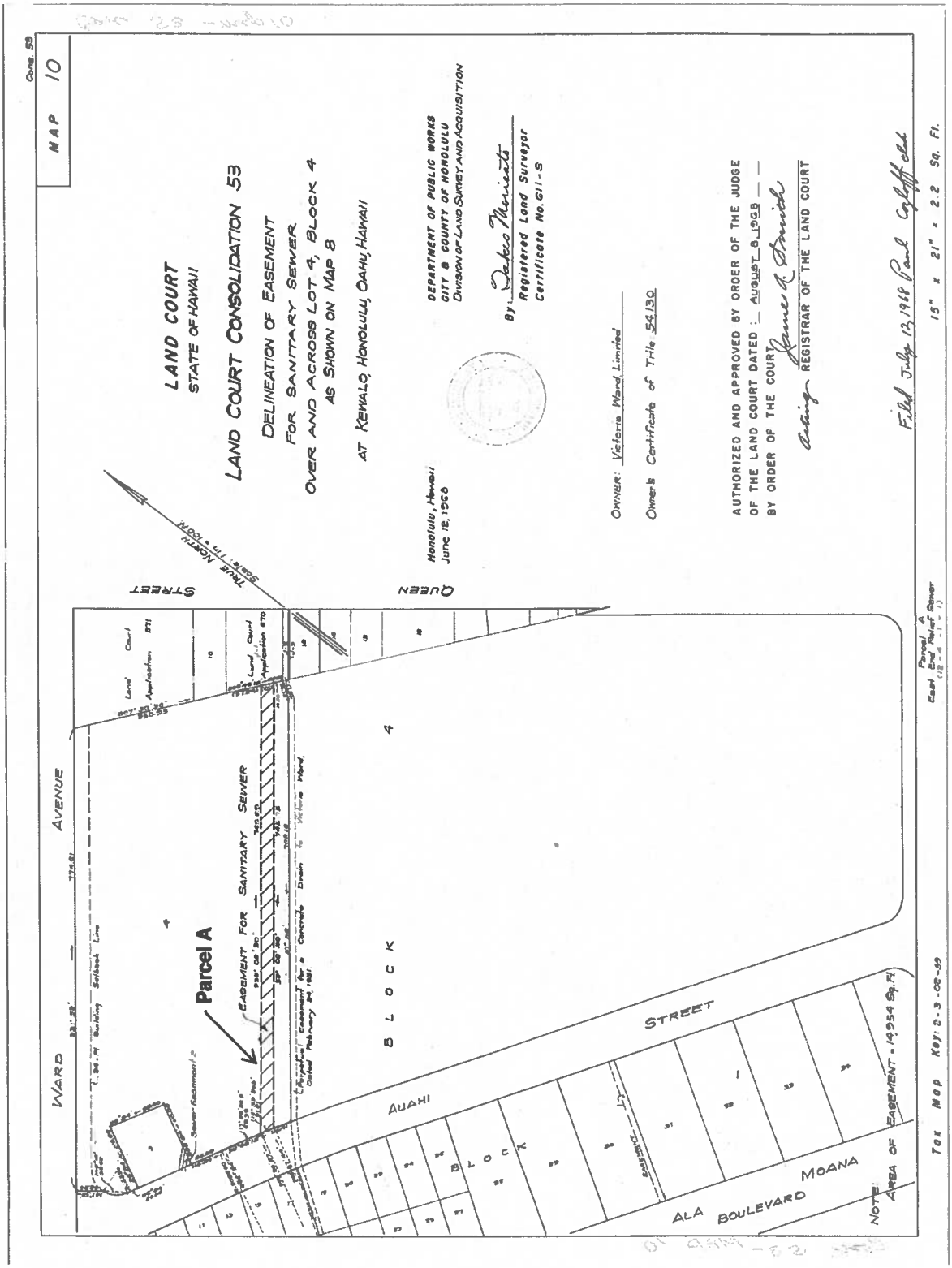

EXHIBIT D

PARCEL B

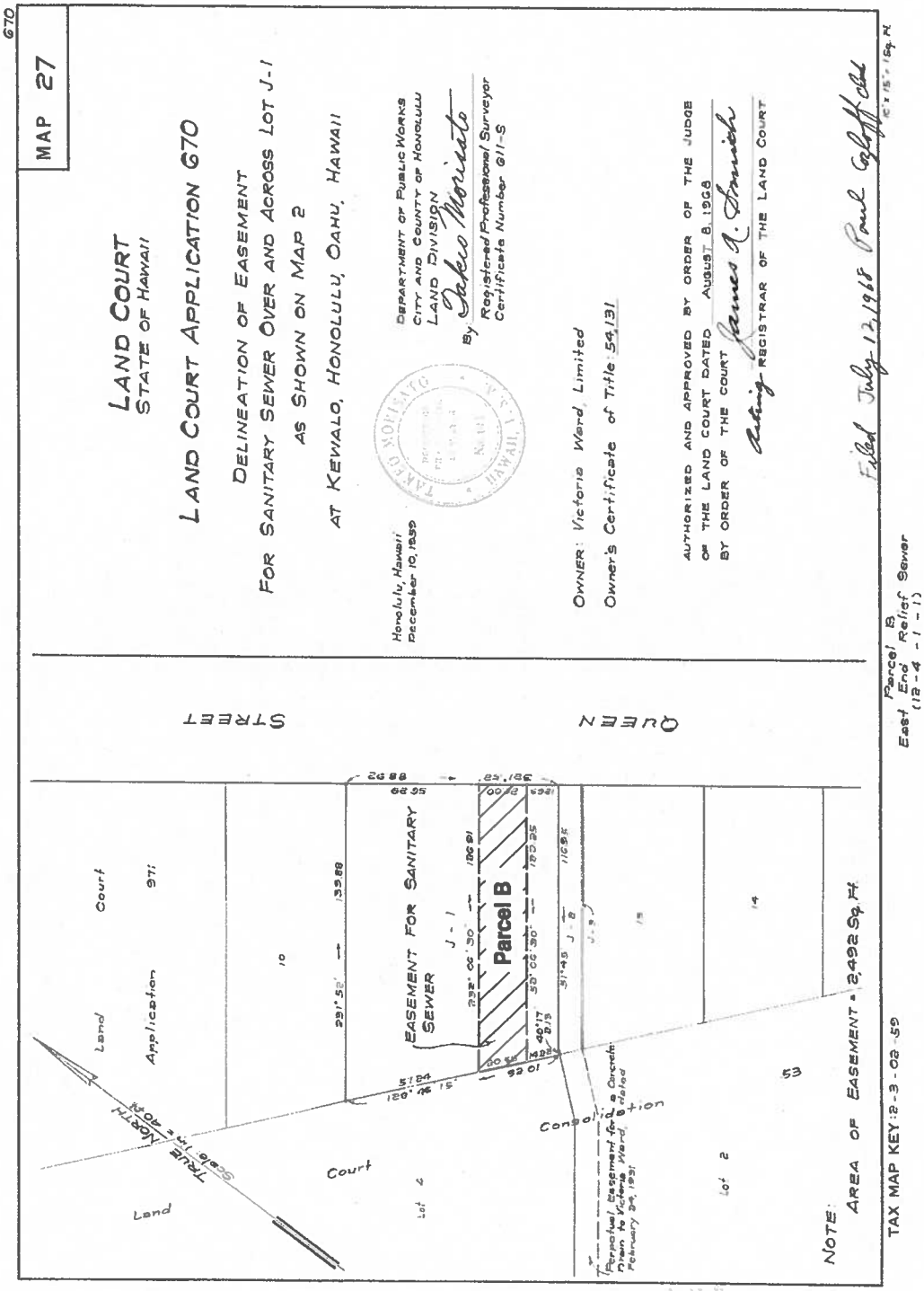

EXHIBIT E

EASEMENT S-1 ADDITION

Portion of Easement S-1

(For Sanitary Sewer Purposes)

Being portion of Lot F as shown on DPP File No. 2019/SUB-109. Being also portions of R. P. 5716, L. C. Aw. 10605, Ap.7 to Kamakee Piikoi and R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northeast corner of this parcel, on the South side of Queen St., the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,613.81 feet South and 1,564.97 feet West, and running by azimuths measured clockwise from True South:

1.	52° 06' 30"	458.78 feet	along the remainders of Lot F as shown on DPP File No. 2019/SUB-109, R. P. 5716, L. C. Aw. 10605, Ap.7 to Kamakee Piikoi and R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
2.	Thence, along Lot D-2, as shown on DPP File No. 2019/SUB-109, along remainder of R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 224.00 feet, the chord azimuth and distance being:		
	139° 48' 04"	5.00 feet;	
3.	232° 06' 30"	458.96 feet	along the remainders of Lot F, as shown on DPP File No. 2019/SUB-109 and R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R. P. 5716, L. C. Aw. 10605, Ap.7 to Kamakee Piikoi.

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Honolulu, Hawaii 96814

4.	321° 52'	5.00 feet	along South side of Queen Street to the point of beginning and containing an area of 2,294 square feet.



October 16, 2025
Honolulu, Hawaii

Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

Tax Map Key: (1) 2-3-02: Por. 59

ControlPoint Surveying, Inc.
615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

EXHIBIT E

(Continued)

EASEMENT S-1 ADDITION

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR	:	FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200602, dated September 20, 2006
GRANTEE	:	VICTORIA WARD LTD, a Delaware corporation
DATED	:	July 9, 2015
RECORDED	:	Document No. A-56680701

SUBJECT, HOWEVER, to the following:

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

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

INSTRUMENT	:	AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)
DATED	:	effective May 12, 2005
FILED	:	Land Court Document No. 3269519
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation

4. The terms and provisions contained in the following:

INSTRUMENT	:	JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN
DATED	:	May 8, 2015
RECORDED	:	Document No. A-56090748
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAIIAN BANK, a Hawaii corporation, as Trustee under Land Trust No. FHB-TRES 200602

5. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF USE RESTRICTIONS (WARD VILLAGE)
DATED	:	August 5, 2015
RECORDED	:	Document No. A-57150249

6. HART RAIL Right of Way referenced on Subdivision Map approved by City and County of Honolulu on February 12, 2016, File No. DPP 2015/SUB-19.

7. DESIGNATION OF EASEMENT "P-9"

PURPOSE	:	pedestrian access
REFERENCED	:	on subdivision map prepared by Rico D. Erolin, Land Surveyor,

Controlpoint Surveying, Inc. dated May 27, 2020, approved by the City and County of Honolulu, Subdivision File No. 2020/SUB-207, on July 10, 2020

8. DESIGNATION OF EASEMENT "S-1"

PURPOSE	:	sewer line
REFERENCED	:	on subdivision map prepared by Rico D. Erolin, Land Surveyor, Controlpoint Surveying, Inc. dated January 4, 2021, approved by the City and County of Honolulu, File No. 2020/SUB-207, on January 8, 2021

9. RIGHT OF ENTRY AND TEMPORARY GRANT OF EASEMENT

TO	:	HAWAIIAN ELECTRIC COMPANY, INC.
DATED	:	March 23, 2023
RECORDED	:	Document No. A-84880165
GRANTING	:	the right of entry along with a temporary easement the right of entry along with a temporary easement for utility purposes over, under, upon, across and through the Property, being more particularly described therein

10. AMENDED NOTICE OF PENDENCY OF ACTION

PLAINTIFF	:	CITY AND COUNTY OF HONOLULU, acting by and through the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
DEFENDANT	:	VICTORIA WARD, LIMITED et al.
DATED	:	October 5, 2018
FILED	:	Circuit Court of the First Circuit, State of Hawaii, Case No. 18-1-1564-10 on October 5, 2018
FILED	:	Land Court Document No. T-10507183 on October 8, 2018
RECORDED	:	Document No. A-68550714 on October 8, 2018
RE	:	Condemnation of easements for the Honolulu Rail Transit project

11. The terms and provisions contained in the following:

INSTRUMENT	:	MEMORANDUM OF AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN
DATED	:	February 7, 2025
RECORDED	:	Document No. A-9172000463
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", 1240 ALA MOANA, LLC, a Delaware limited liability company, BLOCK G WARD VILLAGE, LLC, a Delaware limited liability company, KALAE, LLC, a Delaware limited liability company, THE LAUNIU, LLC, a Delaware limited liability company, ULANA WARD VILLAGE, LLC, a Delaware limited liability company, THE PARK WARD VILLAGE, LLC, a Delaware limited liability company, WARD ENTERTAINMENT CENTER, LLC, a Delaware limited liability company, WARD VILLAGE SHOPS, LLC, a Delaware limited liability company, BLOCK D WARD VILLAGE, LLC, a Delaware limited liability company, BLOCK E WARD VILLAGE, LLC, a Delaware limited liability company, HHC WV BLOCK E MEMBER, LLC, a Delaware limited liability company, and AUAHI SHOPS, LLC, a Delaware limited liability company; and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

EXHIBIT F

EASEMENT S-2 ADDITION

Portion of Easement S-2

(For Sanitary Sewer Purposes)

Being portion of Lot D-2 as shown on DPP File No. 2019/SUB-109. Being also a portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Southeast corner of this parcel, at the East corner of Lot E as shown on DPP File No. 2019/SUB-109, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,915.25 feet South and 1,952.32 feet West, and running by azimuths measured clockwise from True South:

1.	Along Lot E, as shown on DPP File No. 2019/SUB-109, along remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 256.00 feet, the chord azimuth and distance being:		
			140° 05' 23.2" 5.00 feet;
2.	232° 06' 30"	32.01 feet	along the remainders of Lot D-2 as shown on DPP File No. 2019/SUB-109, and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

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615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

3. Thence, along Lot F, as shown on DPP File No. 2019/SUB-109, along remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 224.00 feet, the chord azimuth and distance being:

319° 48' 04" 5.00 feet;

4. 52° 06' 30" 32.04 feet along the remainders of Lot D-2 as shown on DPP File No. 2019/SUB-109, and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, to the point of beginning and containing an area of 160 square feet;



Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

October 2, 2025
Honolulu, Hawaii

Tax Map Key: (1) 2-3-02: Por. 59

ControlPoint Surveying, Inc.
615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

EXHIBIT F

(Continued)

EASEMENT S-2 ADDITION

Said above-described parcel of land having been acquired by VICTORIA WARD, LIMITED, a Delaware corporation, by the following:

1. By EXCHANGE DEED of E. E. BLACK, LIMITED, a Hawaii corporation, dated November 26, 1951, recorded in Liber 2526 at Page 240;

2. By WARRANTY DEED of FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200602, dated September 20, 2006, dated July 9, 2015, recorded as Document No. A-56680701; and

3. By TRUSTEE'S CONVEYANCE AND TERMINATION OF LAND TRUST AGREEMENT of BANK OF HAWAII, a Hawaii corporation, as Trustee under that certain Land Trust Agreement and Conveyance dated October 21, 2004, recorded as Land Court Document No. 3188118, which created Land Trust No. 89434, dated December 22, 2022, recorded as Document No. A-83960201 thru A-83960202.

SUBJECT, HOWEVER, to the following:

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

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

INSTRUMENT	:	AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)
DATED	:	effective May 12, 2005
FILED	:	Land Court Document No. 3269519
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation

4. The terms and provisions contained in the following:

INSTRUMENT	:	JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN
DATED	:	May 8, 2015
RECORDED	:	Document No. A-56090748
PARTIES	:	under that certain unrecorded Land Trust No. FHB-TRES 200602 VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAII BANK, a Hawaii corporation, as Trustee

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF USE RESTRICTIONS

DATED : as of August 5, 2015
RECORDED : Document No. A-57150249

6. Designation of Easement A-8 for access and utility purposes, as referenced on Subdivision Map approved by City and County of Honolulu, on July 10, 2020, File No. 2019/SUB-109, being more particularly described in AFFIDAVIT, recorded as Document No. A-75650263.

7. DESIGNATION OF EASEMENT "S-2"

PURPOSE : sewer line
REFERENCED : on subdivision map prepared by Rico D. Erolin, Land Surveyor, with Controlpoint Surveying, Inc., dated January 4, 2021, approved by the City and County of Honolulu, File No. 2020/SUB-207, on January 8, 2021

8. The terms and provisions contained in the following:

INSTRUMENT : TRUSTEE'S CONVEYANCE AND TERMINATION OF LAND TRUST AGREEMENT

DATED : December 22, 2022
RECORDED : Document No. A-83960201 thru A-83960202

9. RIGHT AND ENTRY AND TEMPORARY GRANT OF EASEMENT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : March 23, 2023
RECORDED : Document No. A-84880165
GRANTING : a right of entry on the Property to provide temporary access to and from the Grantee's Facilities over and across Easement Area being Easement "A-8", being a portion of Lot D-2 (the "Access Area"), being more particularly described and subject to the terms and provisions contained therein.

10. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.

DATED : January 16, 2025
RECORDED : Document No. A-9153000494
GRANTING : an easement for utility purposes over, under, upon, across and through EASEMENT A-8 as referenced on DPP File No. 2019/SUB-109

11. The terms and provisions contained in the following:

INSTRUMENT	:	MEMORANDUM OF AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN
DATED	:	February 7, 2025
RECORDED	:	Document No. A-9172000463
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation "VWL", 1240 ALA MOANA, LLC, a Delaware limited liability company, BLOCK G WARD VILLAGE, LLC, a Delaware limited liability company, KALAE, LLC, a Delaware limited liability company, THE LAUNIU, LLC, a Delaware limited liability company, ULANA WARD VILLAGE, LLC, a Delaware limited liability company, THE PARK WARD VILLAGE, LLC, a Delaware limited liability company, WARD ENTERTAINMENT CENTER, LLC, a Delaware limited liability company, WARD VILLAGE SHOPS, LLC, a Delaware limited liability company, BLOCK D WARD VILLAGE, LLC, a Delaware limited liability company, BLOCK E WARD VILLAGE, LLC, a Delaware limited liability company, HHC WV BLOCK E MEMBER, LLC, a Delaware limited liability company, and AUAHI SHOPS, LLC, a Delaware limited liability company; and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

12. Rights of others who may, along with the fee owner, have easement or access rights in the land described in Exhibit F.

[END OF EXHIBIT F - EASEMENT S-2 ADDITION]

EXHIBIT G-1

BUILD-OVER AREA – PLAN VIEW

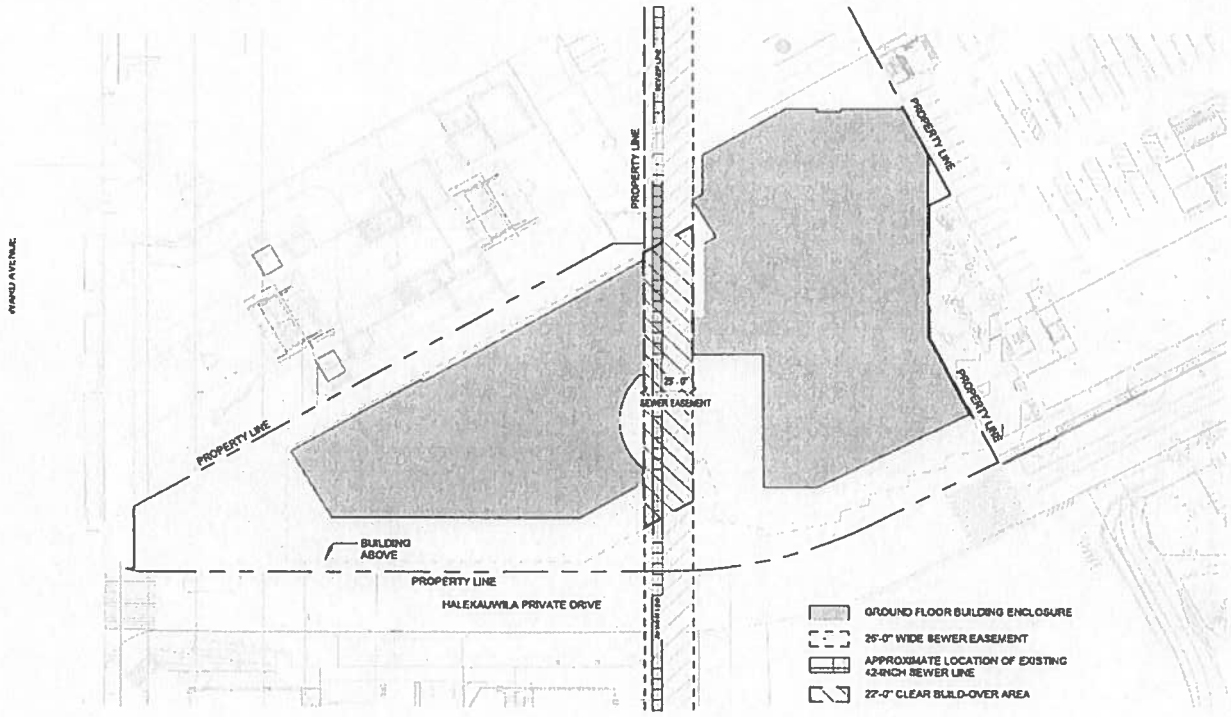


EXHIBIT G-2

BUILD-OVER AREA - SECTION VIEW

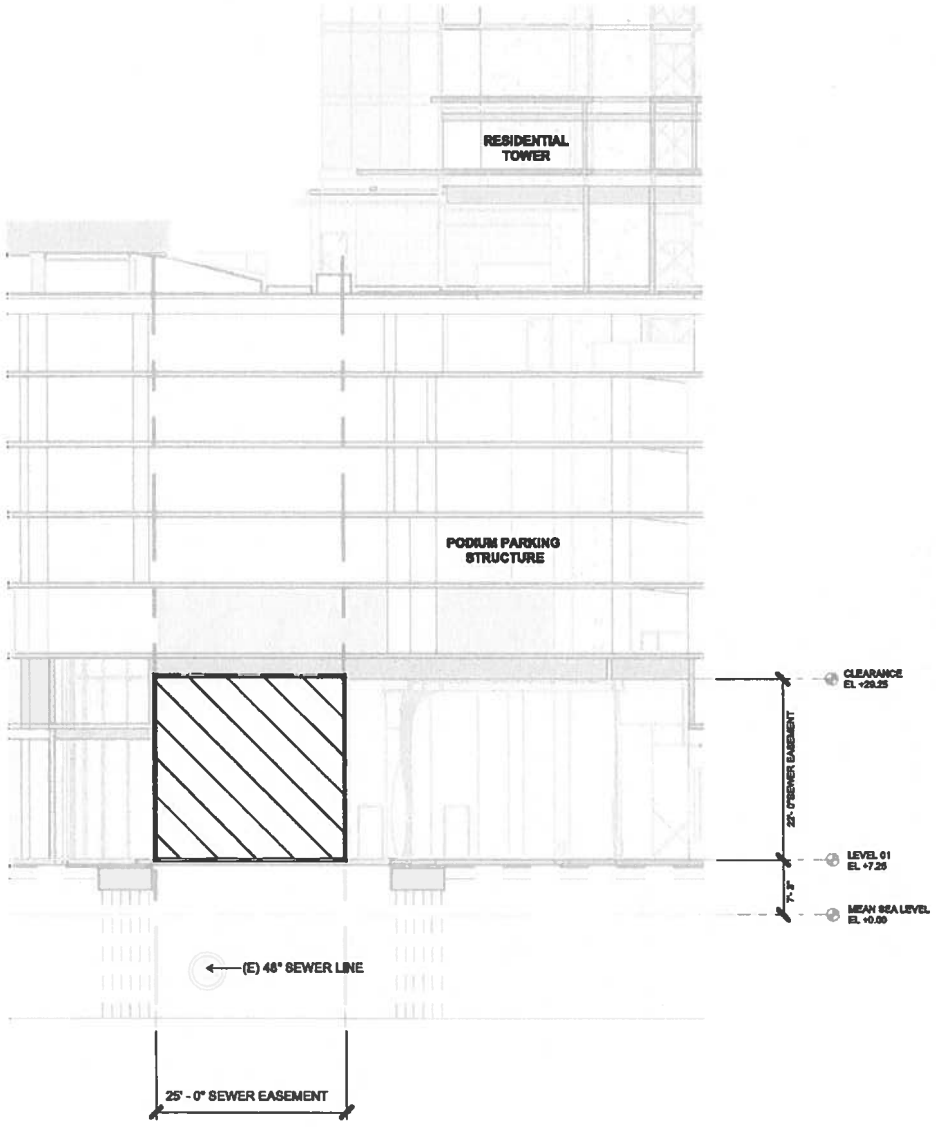
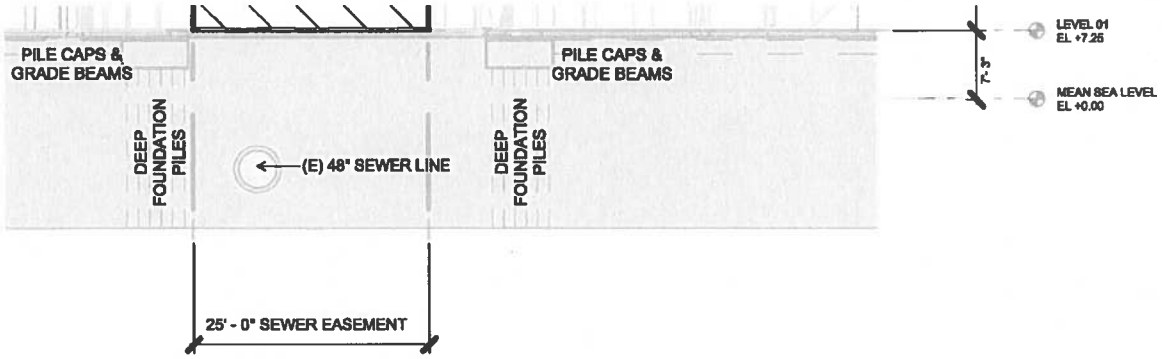


EXHIBIT G-3

BUILD-OVER AREA -FOUNDATION VIEW



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

Total Page(s): 23

GRANT OF SEWER EASEMENT AND COVENANTS AND RESTRICTIONS

(SEWER EASEMENT S-3)

GRANTOR: **THE PARK WARD VILLAGE, LLC**, a Delaware limited liability company

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii
530 South King Street
Honolulu, Hawaii 96813

Tax Map Key: (1) 2-3-002-115
Land Block 1 – Development

Easement S-3
DPP File No. 2020/SUB-207
Land Block 1, Ward Village

Ward Block N-West
Sewer Esmt S-3

THIS GRANT OF SEWER EASEMENT AND COVENANTS AND RESTRICTIONS (SEWER EASEMENT S-3) (this "**Grant of Easement**") is made this 9th day of June, 2025, by **THE PARK WARD VILLAGE, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 1240 Ala Moana Boulevard, Suite 200, Honolulu, Hawaii 96814, 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 530 South King Street, Honolulu, Hawaii 96813 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of **Lot E**, as more particularly described in **Exhibit A**, and shown on **Exhibit A-1**, both attached hereto and made a part hereof, including all of the units of the condominium project known as THE PARK WARD VILLAGE, established by that certain Declaration of Condominium Property Regime dated May 10, 2021, recorded in the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-78310520, which condominium project is situated on Lot E.

WHEREAS, in that certain Final Order of Condemnation dated May 30, 1967 in Civil No. 6483 (the "**Condemnation Order**"), filed with the Assistant Registrar of Land Court of the State of Hawaii ("**Land Court**") as Document No. 445974, Grantee exercised its power of eminent domain and condemned certain easements in connection with the East End Relief Sewer, such condemned easements are identified as "**Parcel A**", consisting of approximately **14,954** square feet, and "**Parcel B**" consisting of approximately **2,492** square feet, all as more particularly described in the Condemnation Order.

WHEREAS, **Parcel A** and **Parcel B** were designated as sewer easements in Land Court, Parcel A is shown on Map 10 of Land Court Consolidation 53, attached hereto as **Exhibit C** (as notated), and Parcel B is shown on Map 27 of Land Court Application 670, attached hereto as **Exhibit D** (as notated). Parcel A and Parcel B collectively form a continuous length of sewer line easements between Queen Street and Auahi Street, for a width of ***twenty (20) feet***.

WHEREAS, in File Number DPP 2020/SUB-207, the Department of Planning and Permitting of the City and County of Honolulu ("**DPP**") approved the designation of Easements S-1, S-2, S-3 and S-4, affecting Lots F, D-2, E and G respectively and the cancellation of Easement for Sanitary Sewer as shown on Map 10 of Land Court Consolidation 53 and Easement for Sanitary Sewer as shown on Map 27 of Land Court Application 670. The designation of Easements S-1, S-2, S-3 and S-4 are more particularly described in that certain Affidavit of Rico D. Erolin dated February 2, 2021, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-77760254. Easements S-1, S-2, S-3 and S-4 form a continuous length of sewer line easements between Queen Street and Auahi Street, for a width of ***twenty-five (25) feet***.

WHEREAS, Parcel A and Parcel B, collectively, are located in the same location as Easements S-1, S-2 and S-3, collectively, forming a continuous length of sewer line easements between Queen Street and Auahi Street, however, Easements S-1, S-2 and S-3 are ***five (5) feet greater*** in width than Parcel A and Parcel B. The additional five (5) feet in width over Lot E, comprising a portion of Easement S-3, is more particularly described in **Exhibit B** attached hereto and made a part hereof (the "**Easement S-3 Addition**"). Easement S-3 (being the applicable portion of Parcel A and the Easement S-3 Addition, as shown on **Exhibit A-1**) is referred to herein as the "**Easement Area**".

WHEREAS, notwithstanding DPP's action in File Number DPP 2020/SUB-207, cancelling the Easement for Sanitary Sewer as shown on Map 10 of Land Court Consolidation 53 and the Easement for Sanitary Sewer as shown on Map 27 of Land Court Application 670, such subdivision action did not divest Grantee of its interest in sewer easements Parcel A and Parcel B.

WHEREAS, Grantee has requested, and Grantor is willing to grant, an easement in favor of Grantee over the portion of Easement S-3 in which Grantee does not currently have an easement interest in, being the additional five (5) feet in width in Easement S-3, referred to herein as the Easement S-3 Addition.

WHEREAS, Grantor and Grantee also desire to include terms and conditions for the Easement Area, including certain covenants and restrictions, as more fully set forth herein.

NOW THEREFORE, Grantor, in consideration of the sum of ONE DOLLAR ($1.00), to it paid by Grantee, the receipt of which is hereby acknowledged, and of the covenants of Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto Grantee, its successors and permitted assigns forever, the Easement S-3 Addition on the terms and conditions set forth below, and Grantor and Grantee agree that the terms and conditions set forth below shall apply to the entirety of the Easement Area.

1. **Grant of Easement**. Grantor hereby grants to Grantee a perpetual non-exclusive easement identified as the Easement S-3 Addition which, together with all other portions of the Easement Area, may be used to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across that portion of Lot E, identified as Easement S-3; TOGETHER with the right of ingress to and egress from the Easement Area over the land of Grantor, adjacent thereto, for all purposes in connection with this Grant of Easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the Easement Area, such sewer pipeline(s), manholes and other equipment as Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system. Grantee shall keep its sewer pipelines, manholes and other appurtenant equipment in good condition and repair, reasonable wear and tear excepted.

2. **Building Restrictions**. 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 materials (except those that can be moved within twenty-four (24) hours of written notice to Grantor; provided that in the event of an emergency, Grantee shall provide as much prior notice as is reasonable under the circumstances and Grantor shall promptly remove any stockpiled materials from the Easement Area), above or on the surface of the Easement Area; provided, however, that this provision shall not prohibit Grantor from planting or maintaining grass and ground cover within the Easement Area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, other utility installations, conduits or drains below the surface of the Easement Area insofar as such uses do not interfere with the exercise by Grantee of the rights granted to Grantee in this Grant of Easement.

3. **Destruction, Removal or Alteration of Structures in the Easement Area**. In the event it is necessary or convenient for Grantee to destroy, remove or alter any building, structure or building foundation, within the Easement Area, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, Grantee shall be liable for the replacement or restoration of the same destroyed, removed

or altered; provided, however, that such replacement or restoration work shall be limited to such replacement or restoration to the condition of the same existing immediately prior to the destruction, removal or alteration thereof, to the extent that the same is reasonably possible.

The provisions of the paragraph immediately above notwithstanding, in no event shall Grantee be liable or responsible for any damage to any building, structure, or building foundation of any kind, placed or erected or used within the Easement Area contrary to the terms hereof, caused by or resulting from the exercise by Grantee of the rights granted to Grantee in this Grant of Easement.

4. **Restoration of Surface**. After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by Grantee, Grantee shall restore the surface of the ground within the Easement Area to its original condition or as close thereto as is reasonably possible.

5. **Indemnity**. Except as otherwise herein provided, Grantee shall indemnify and save harmless Grantor against loss or damage to the property of Grantor or to the property of others situated outside of the Easement Area, and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the negligence of Grantee, its officers, agents or servants.

6. **Assignment**. Grantee shall not assign any right granted or otherwise given to Grantee in this Grant of Easement, except to a successor or permitted assigns, without the written consent of Grantor.

7. **Property of Grantee**. Any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the Easement Area and maintained, operated or repaired by Grantee shall be and remain the property of Grantee.

8. **Abandonment**. In the event Grantee shall at any time completely remove its sewer pipeline(s) from any parcel(s) of land comprising the Easement Area and shall, for a period of seven (7) or more consecutive years, fail to reinstall any sewer pipeline(s) through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel(s) of land comprising the Easement Area, then the rights and obligations of Grantee under this Grant of Easement shall thereupon terminate, as to such parcel(s) of land, without any action on the part of 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 the Easement Area which have not been abandoned; provided, however, that nothing herein shall require Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the Easement Area or to do any work therein, except that Grantee shall cap the abandoned sewer pipelines so no sewage can flow in the abandoned sewer pipelines and shall drain any existing sewage in the abandoned sewer pipelines.

9. **Default**. There shall be a default under this Grant of Easement if a party fails to perform any terms, conditions or covenants of this Grant of Easement to be observed or performed by such party, and such failure continues for more than fifteen (15) days after written notice of such failure shall have been given to such non-performing party, or if such failure in observance or performance of such terms, conditions or covenants cannot reasonably be cured within said fifteen (15) day period, then such longer period as may be reasonably required and agreed to by the parties, provided that the non-performing party shall commence curative action during said 15-day period and thereafter prosecute such cure to completion with due diligence.

In the event of a default, the non-defaulting party may seek any and all remedies permitted by law.

10. **Notices**. Any notice, demand, or other writing of any kind which may or shall be given pursuant to this Grant of Easement shall be deemed given and received, and to be effective for all purposes when: (a) e-mailed to the e-mail addresses below (provided that such sent email is kept on file, whether electronically or otherwise, by the sending party, and the sending party does not immediately receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient); (b) personally delivered (including delivery by overnight courier); or (c) three (3) days after mailing by certified United States mail, postage prepaid and return receipt requested, to the address set forth below. Any party hereto may change its address by giving notice to the other party in accordance with this paragraph.

If to Grantor:

THE PARK WARD VILLAGE, LLC
1240 Ala Moana Boulevard, Suite 200
Honolulu, Hawaii 96814
Attn: Lee Cranmer
Telephone: (808) 591-8411
Email lee.cranmer@howardhughes.com

If to Grantee:

CITY AND COUNTY OF HONOLULU
Department of Environmental Services
1000 Ulu'ohi'a Street, Suite 308
Kapolei, Hawaii 96707
Attn: Director
Telephone: (808) 768-3486

11. **Miscellaneous**.

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

b. The term "Grantor" wherever used herein shall be held to mean and include Grantor, its successors and assigns, and the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns. Grantor and Grantee hereby agree that the provisions herein shall operate as a covenant running with Lot E

c. This Grant of Easement does not waive any rights of Grantor or Grantee pursuant to all applicable laws, ordinances, rules, and regulations.

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

e. This Grant of Easement shall be governed by the laws of the State of Hawai'i both as to the interpretation and performance. The parties agree that the courts of the State of Hawai'i shall have exclusive jurisdiction to enforce the terms and conditions of this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement on the day and year first above written.

GRANTOR:

THE PARK WARD VILLAGE, LLC, a Delaware limited liability company

By _____
Name Kāʻiulani K. Sodaro
Title VICE PRESIDENT

APPROVED AS TO CONTENTS:

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

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy Corporation Counsel
City and County of Honolulu
SEONGWU HAN

GRANTEE:

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

By _____
Name _____
Title _____

GRANTOR

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this 9th day of June, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared Kawika Soares, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENT AND COVENANTS AND RESTRICTIONS (SEWER EASEMENT S-3)** 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. The foregoing instrument is dated undated at time of notarization, and contained 23 **pages** (*including its Exhibits A through D*), at the time of this acknowledgment/certification.

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

Tracey K. Morisugi
Print Name of Notary Public Tracey K. Morisugi
Notary Public, State of Hawaii
My commission expires: 9/14/2026

Tracey K. Morisugi
Signature of Notary Public

Document Date: undated at time of notarization #Pages: 23
Notary Name: TRACEY K. MORISUGI First Circuit
Doc. Description: Grant of Sewer Easement and Covenants and Restrictions (Sewer Easement S-3)
Tracey K. Morisugi 6.9.25
Notary Signature Date
NOTARY CERTIFICATION

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

My commission expires: 9/14/2026

GRANTEE

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this _____ day of _____, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENT AND COVENANTS AND RESTRICTIONS (SEWER EASEMENT S-3)** 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. The foregoing instrument is dated _____, and contained _____ **pages** (*including its Exhibits A through D*), at the time of this acknowledgment/certification.

_____
Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires: _____

_____
Signature of Notary Public

EXHIBIT A

Lot E

Being portion of Consolidation of Lot D-1, as shown on DPP File No. 2018/SUB-95. Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, R.P. 1990, L.C. Aw. 10463, Apana 1 and 2 to Napela and R.P. 8237, L.C. Aw. 1903, Apana 2 to Lolohi.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northwest corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,912.76 feet South and 2,435.30 feet West, and running by azimuths measured clockwise from True South:

1. 231° 52' 370.24 feet along Southerly side of Ward Avenue;

2. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 28.00 feet, the chord azimuth and distance being:

   299° 46' 26" 21.06 feet;

3. 321° 52' 270.24 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;

4. Thence, along same, on a curve to the left with a radius of 256.00 feet, the chord azimuth and distance being:

   320° 41' 54" 10.44 feet;

5. 52° 06' 30" 375.08 feet along same;

6. Thence, along the North side of Auahi Street, on a curve to the left with a radius of 2038.00 feet, the chord azimuth and distance being:

118° 46' 43" 23.93 feet;

7. Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 and Lot 3 (Deregistered) of Map 8 of Land Court Consolidation 53, along the remainders of portions of R.P. 8237, L.C. Aw. 1903, Apana 2 to Lolohi, R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela, on a curve to the left with a radius of 1170.00 feet, the chord azimuth and distance being:

136° 03' 57" 236.51 feet;

8. 141° 52' 11.30 feet along remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, portions of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi, R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;

9. Thence, along same, on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:

186° 52' 42.43 feet;

to the point of beginning and containing an area of 119,437 square feet.

Subject, however, to Sanitary Sewer Easement as shown on Map 10 of Land Court Consolidation 53, and Easement P-10, more particularly described as follows:

Easement P-10

(For Pedestrian Access Purposes in Favor of the Public)

Being portion of Consolidation of Lot D-1 as shown on DPP File No. 2018/SUB-95 Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P 1990, L.C. Aw. 10463, Apana 1 to Napela.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northeast corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,688.45 feet South and 2,149.57 feet West, and running by azimuths measured clockwise from True South:

1. 277° 40' 52" 4.86 feet along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

2. Thence, along same on a curve to the right with a radius of 23.00 feet, the chord azimuth and distance being:

   299° 46' 26" 17.30 feet;

3.	321° 52'	270.24 feet	along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela;
4.	Thence, along same on a curve to the left with a radius of 261.00 feet, the chord azimuth and distance being:		
			320° 43' 23" 10.42 feet;
5.	52° 06' 30"	8.01 feet	along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
6.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions and R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela, on a curve to the right with a radius of 269.00 feet, the chord azimuth and distance being:		
			140° 45' 38" 10.39 feet;
7.	141° 52'	270.24 feet	along same;
8.	Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation and portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 15.00 feet, the chord azimuth and distance being:		
			119° 46' 26" 11.28 feet;

9.	97° 40' 52"	12.64 feet	along same to the point of beginning and containing an area of 2,433 square feet.



Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

August 21, 2020
Honolulu, Hawaii

Tax Map Key: (1) 2-3-02: 002, 059, por. 107 & por. 110

EXHIBIT A-1

MAP OF LOT E AND EASEMENT S-3

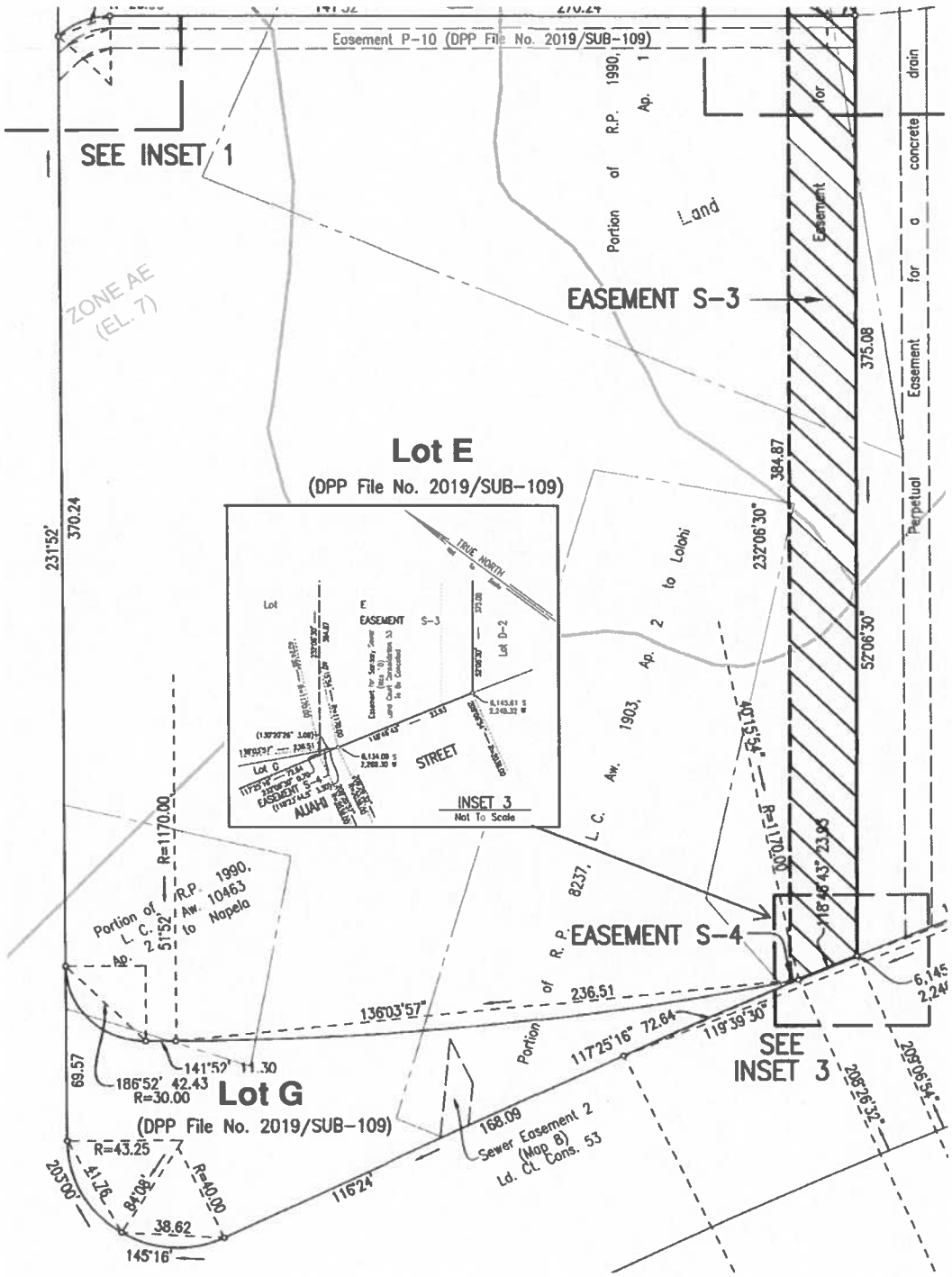

EXHIBIT B

EASEMENT S-3 ADDITION

Easement S-3

(For Sanitary Sewer Purposes)

Being portion of Lot E as shown on DPP File No. 2019/SUB-109. Being also portions of R. P. 1990, L. C. Aw. 10463, Ap. 1 to Napela and R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Southeast corner of this parcel, at the Southwest corner of Lot D-2 as shown on DPP File No. 2019/SUB-109, on the North side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,145.61 feet South and 2,248.32 feet West, and running by azimuths measured clockwise from True South:

1.	Along and the North side of Auahi Street, on a curve to the left with a radius of 2,038.00 feet, the chord azimuth and distance being:		
	119° 02' 19"	5.43 feet;	
2.	232° 06' 30"	377.03 feet	along the remainders of Lot E as shown on DPP File No. 2019/SUB-109, R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions, R. P. 1990, L. C. Aw. 10463, Ap. 1 to Napela and again along remainder of R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

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615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

3.	Thence, along Lot D-2 as shown on DPP File No. 2019/SUB-109, along remainder of R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 256.00 feet, the chord azimuth and distance being:			
			320° 05' 23.2"	5.00 feet;
4.	52° 06' 30"		375.08 feet	along Lot D-2 as shown on DPP File No. 2019/SUB-109 along remainder of R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions, R. P. 1990, L. C. Aw. 10463, Ap. 1 to Napela and again along remainder of R. P. 1944 to E. W. Clark, L. C. Aw. 387 to the American Board of Commissioners for Foreign Missions to the point of beginning and containing an area of 1,881 square feet;

RICO D. EROLIN
LICENSED PROFESSIONAL LAND SURVEYOR
No. 9325
HAWAII, U.S.A.

October 16, 2025
Honolulu, Hawaii

Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

Tax Map Key: (1) 2-3-02: Por. 59

EXHIBIT B

(Continued)

EASEMENT S-3 ADDITION

BEING THE PREMISES ACQUIRED BY DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS

GRANTOR : VICTORIA WARD, LIMITED, a Delaware corporation

GRANTEE : THE PARK WARD VILLAGE, LLC, a Delaware limited liability company

DATED : March 7, 2022
RECORDED : Document No. A-81110390

SUBJECT, HOWEVER, to the following:

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

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

   INSTRUMENT : AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)

   DATED : effective May 12, 2005
   FILED : Land Court Document No. 3269519
   PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation

4. The terms and provisions contained in the following:

   INSTRUMENT : COMMUNITY COVENANT FOR WARD VILLAGE

   DATED : September 13, 2013
   RECORDED : Document No. A-50040794

   The foregoing includes, but is not limited to, matters relating to (i) assessment liens which may be superior to certain mortgages; (ii) the By-Laws of Ward Village Owners Association; and (iii) reciprocal appurtenant easements for encroachments and easements for drainage of water runoff, said easements being more particularly described therein.

   SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated May 10, 2021, recorded as Document No. A-78310519, submitting Lot E to the terms of the Community Covenant.

5. The terms and provisions contained in the following:

INSTRUMENT	:	JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN
DATED	:	May 8, 2015
RECORDED	:	Document No. A-56090748
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAII BANK, a Hawaii corporation, as Trustee under that certain unrecorded Land Trust No. FHB-TRES 200602

6. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF USE RESTRICTIONS
DATED	:	as of August 5, 2015
RECORDED	:	Document No. A-57150249

7. DESIGNATION OF EASEMENT "S-3"

PURPOSE	:	sewer line
REFERENCED	:	on subdivision map prepared by Rico D. Erolin, Land Surveyor, with Controlpoint Surveying, Inc., dated January 4, 2021, approved by the City and County of Honolulu, Subdivision File No. 2020/SUB-207, on January 8, 2021

8. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "THE PARK WARD VILLAGE"
DATED	:	May 10, 2021
RECORDED	:	Document No. A-78310520
MAP	:	6243 and any amendments thereto

Said above Declaration was amended by instruments dated March 28, 2022, recorded as Document No. A-81260358, dated August 29, 2023, recorded as Document No. A-86480396 and dated November 20, 2024, recorded as Document No. A-9095000682.

9. The terms and provisions contained in the following:

INSTRUMENT	:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED	:	May 10, 2021
RECORDED	:	Document No. A-78310522

Said above By-Laws was amended by instrument dated November 20, 2024, recorded as Document No. A-9095000683.

10. Archaeological findings mentioned in the DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE PARK WARD VILLAGE, dated May 10, 2021, recorded as Document No. A-78310520.

11. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF DECISION AND ORDER RE: PD PERMIT NO. KAK 21-002

DATED : May 14, 2022
RECORDED : Document No. A-81100800

12. The terms and provisions contained in the following:

INSTRUMENT : DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS

DATED : March 7, 2022
RECORDED : Document No. A-81110390

13. MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

LOAN/ACCOUNT NO. 1021020

MORTGAGOR : THE PARK WARD VILLAGE, LLC, a Delaware limited liability company

MORTGAGEE : WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent. its successor and assigns

DATED : August 17, 2022
RECORDED : Document No. A-82690405
AMOUNT : $392,000,000.00

14. The terms and provisions contained in the following:

INSTRUMENT : PARKING AGREEMENT FOR WARD NEIGHBORHOOD MASTER PLAN, LAND BLOCK 2, PROJECT 4 (KALAE); JOINDER

DATED : effective February 28, 2024
RECORDED : Document No. A-88300131
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation ("Licensor" or "VWL"), KALAE, LLC, a Delaware limited liability company ("Licensee" or "Kalae"), and THE PARK WARD VILLAGE, LLC, a Delaware limited liability company ("TPWV")

Consent given by The Park Ward Village, LLC, by instrument dated effective February 28, 2024, recorded as Document No. A-88300132.

ABOVE PARKING AGREEMENT AMENDED BY INSTRUMENT

DATED : April 15, 2024
RECORDED : Document No. A-88810176

COLLATERAL ASSIGNMENT OF PARKING LICENSE AGREEMENT dated June 25, 2024, recorded as Document No. 89440201, by KALAE, LLC, a Delaware limited liability company ("Assignor"), for the benefit of BREF VI HOLDINGS II LLC, a Delaware limited liability company, as administrative agent, ("Administrative Agent"), (each, a "Lender" and collectively, "Lenders") as additional security for a certain Loan Agreement dated June 25, 2024, for the principal amount of $378,000.00.

15. DESIGNATION OF EASEMENT "P-10-A"

PURPOSE : pedestrian access
REFERENCED : on subdivision map prepared by Rico D. Erolin, Land Surveyor, Controlpoint Surveying, Inc., dated September 27, 2024, approved by the City and County of Honolulu, Subdivision File No. 2023/SUB-65, on October 4, 2024

16. DESIGNATION OF EASEMENT "P-13"

PURPOSE : pedestrian access
REFERENCED : on subdivision map prepared by Rico D. Erolin, Land Surveyor, Controlpoint Surveying, Inc., dated September 27, 2024, approved by the City and County of Honolulu, Subdivision File No. 2023/SUB-65, on October 4, 2024

17. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN

DATED : February 7, 2025
RECORDED : Document No. A-9172000463
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", 1240 ALA MOANA, LLC, a Delaware limited liability company, BLOCK G WARD VILLAGE, LLC, a Delaware limited liability company, KALAE, LLC, a Delaware limited liability company, THE LAUNIU, LLC, a Delaware limited liability company, ULANA WARD VILLAGE, LLC, a Delaware limited liability company, THE PARK WARD VILLAGE, LLC, a Delaware limited liability company, WARD ENTERTAINMENT CENTER, LLC, a Delaware limited liability company, WARD VILLAGE SHOPS, LLC, a Delaware limited liability company, BLOCK D WARD VILLAGE, LLC, a Delaware limited liability company, BLOCK E WARD VILLAGE, LLC, a Delaware limited liability company, HHC WV

BLOCK E MEMBER, LLC, a Delaware limited liability company, and AUAHI SHOPS, LLC, a Delaware limited liability company; and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

[END OF EXHIBIT B - EASEMENT S-3 ADDITION]

EXHIBIT C

PARCEL A

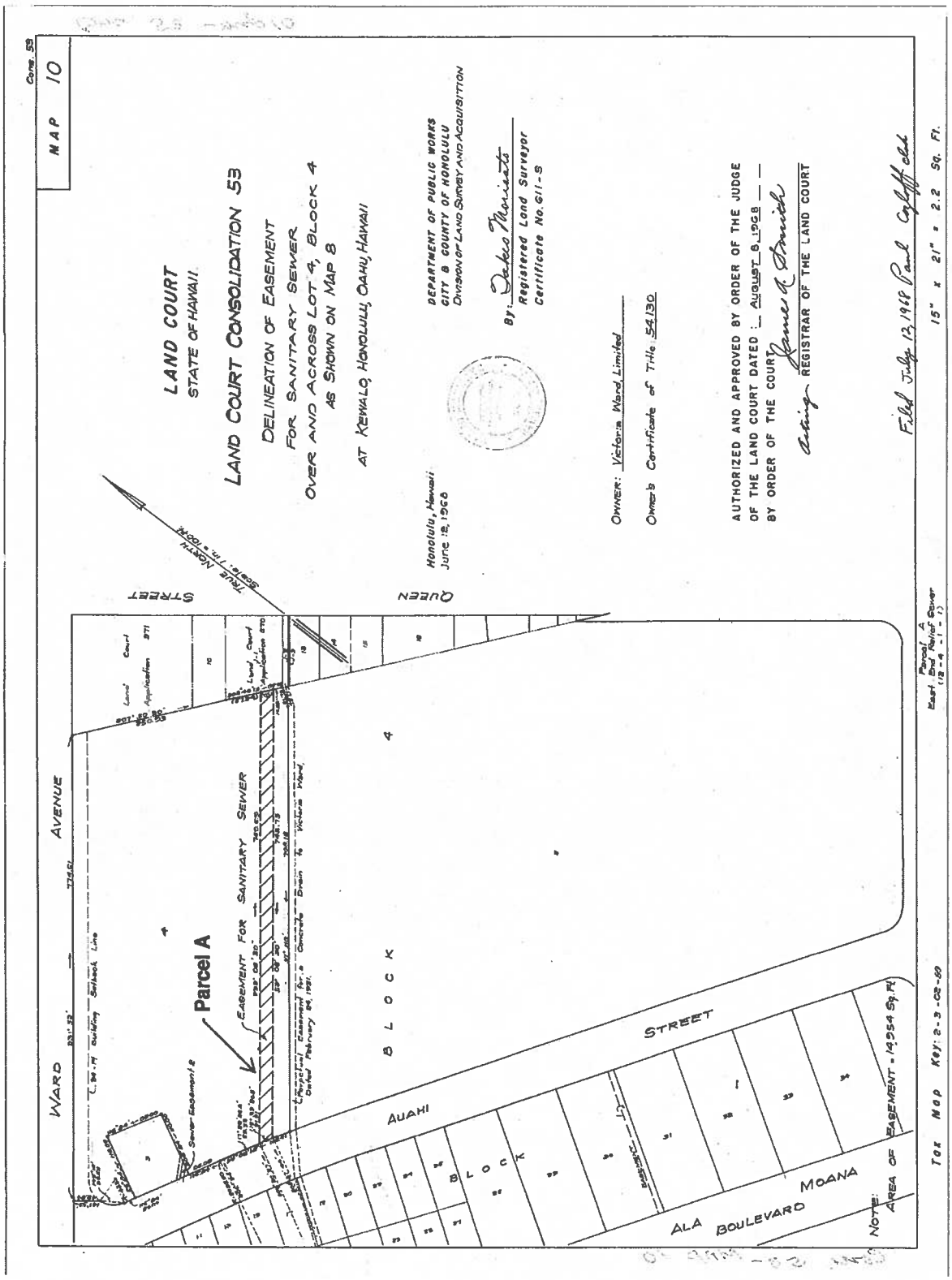
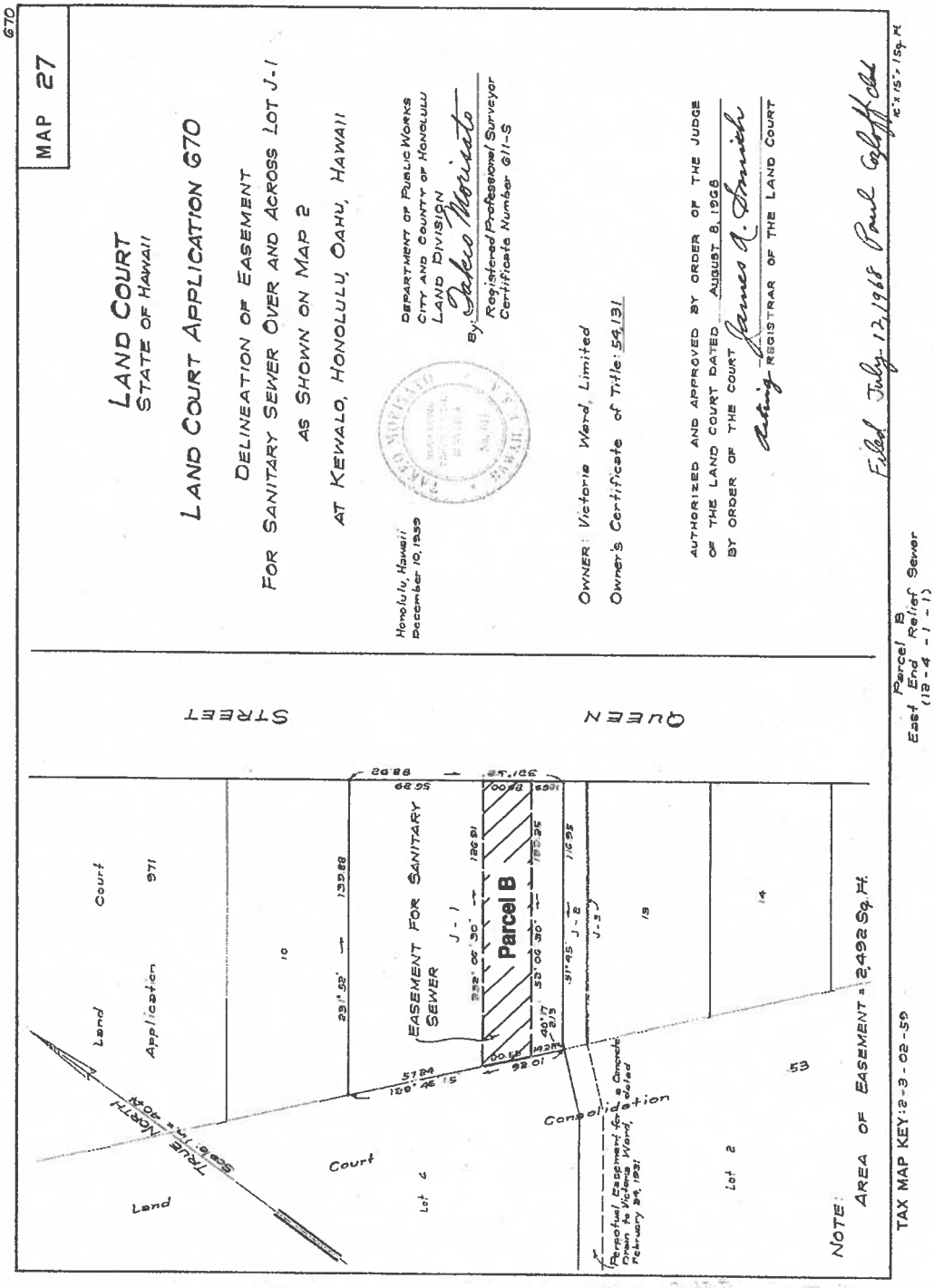


EXHIBIT D

PARCEL B



LAND COURT | REGULAR SYSTEM

After Recordation, Return by ☐ Mail or ☒ Pick-up

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

Total Page(s): 15

GRANT OF SEWER EASEMENT

(SEWER EASEMENT S-4)

GRANTOR: **VICTORIA WARD, LIMITED**, a Delaware corporation

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii
530 South King Street
Honolulu, Hawaii 96813

Tax Map Key: (1) 2-3-002-117
Land Block 1 - Development

Easement S-4
DPP File No. 2020/SUB-207
Land Block 1, Ward Village

Ward Block N-Wes
Sewer Esmt S-4

THIS GRANT OF SEWER EASEMENT (SEWER EASEMENT S-4) (this "**Grant of Easement**") is made this 9th day of June, 2025, by **VICTORIA WARD, LIMITED**, a Delaware corporation ("**Grantor**"), whose address is 1240 Ala Moana Boulevard, Suite 200, Honolulu, Hawaii 96814, 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 530 South King Street, Honolulu, Hawaii 96813 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of **Lot G**, more particularly described in **Exhibit A** and shown on **Exhibit A-1**, both attached hereto and made a part hereof, and **Easement S-4** is located on Lot G.

NOW THEREFORE, Grantor, in consideration of the sum of ONE DOLLAR($1.00), to it paid by Grantee, the receipt of which is hereby acknowledged, and of the covenants of Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto Grantee, its successors or permitted assigns forever, a perpetual non-exclusive easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across **Easement S-4**, more particularly described in **Exhibit B** and shown on **Exhibit A-1** attached hereto and made a part hereof (the "**Easement Area**");

TOGETHER with the right of ingress to and egress from the Easement Area over the land of Grantor, adjacent thereto, for all purposes in connection with this Grant of Easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the Easement Area, such sewer pipeline(s), manholes and other equipment as 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. **Building Restrictions**. 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 materials (except those that can be moved within twenty-four (24) hours of written notice to Grantor; provided that in the event of an emergency, Grantee shall provide as much prior notice as is reasonable under the circumstances and Grantor shall promptly remove any stockpiled materials from the Easement Area), above or on the surface of the Easement Area, provided, however, that this provision shall not prohibit Grantor from planting or maintaining grass and ground cover within the Easement Area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, other utility installations, conduits or drains below the surface of the Easement Area insofar as such uses do not interfere with the exercise by Grantee of the rights herein granted.

2. **Destruction, Removal or Alteration of Structures in the Easement Area**. In the event it is necessary or convenient for Grantee to destroy, remove or alter any building, structure or building foundation, within the Easement Area, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, Grantee shall be liable for the replacement or restoration of the same destroyed, removed or altered; provided, however, that such replacement or restoration work shall be limited to such

replacement or restoration to the condition of the same existing immediately prior to the destruction, removal or alteration thereof, to the extent that the same is reasonably possible.

The provisions of the paragraph immediately above notwithstanding, in no event shall Grantee be liable or responsible for any damage to any building, structure, or building foundation of any kind, placed or erected or used within the Easement Area contrary to the terms hereof, caused by or resulting from the exercise by Grantee of the rights granted to Grantee in this Grant of Easement.

3. **Restoration of Surface**. After the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by Grantee, Grantee shall restore the surface of the ground within the Easement Area to its original condition or as close thereto as is reasonably possible.

4. **Indemnity**. Except as otherwise herein provided, Grantee shall indemnify and save harmless Grantor against loss or damage to the property of Grantor or to the property of others situated outside of the Easement Area, and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the negligence of Grantee, its officers, agents or servants.

5. **Assignment**. Grantee shall not assign any right granted or otherwise given to Grantee in this Grant of Easement, except to a successor or permitted assigns, without the written consent of Grantor.

6. **Property of Grantee**. Any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the Easement Area and maintained, operated or repaired by Grantee shall be and remain the property of Grantee. Grantee shall keep its sewer pipelines, manholes and other appurtenant equipment in good condition and repair.

7. **Abandonment**. In the event Grantee shall at any time completely remove its sewer pipeline(s) from any parcel(s) of land comprising the Easement Area and shall, for a period of seven (7) or more consecutive years, fail to reinstall any sewer pipeline(s) through, under or across said parcel(s) of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel(s) of land comprising the Easement Area, then the rights and obligations of Grantee under this Grant of Easement shall thereupon terminate, as to such parcel(s) of land, without any action on the part of 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 the Easement Area which have not been abandoned; provided, however, that nothing herein shall require Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the Easement Area or to do any work therein, except that Grantee shall cap the abandoned sewer pipelines so no sewage can flow in the abandoned sewer pipelines and shall drain any existing sewage in the abandoned sewer pipelines.

8. **Default**. There shall be a default under this Grant of Easement if a party fails to perform any terms, conditions or covenants of this Grant of Easement to be observed or performed by such party, and such failure continues for more than fifteen (15) days after written notice of such failure shall have been given to such non-performing party, or if such failure in observance or performance of such terms, conditions or covenants cannot reasonably be cured within said fifteen (15) day period, then such longer period as may be reasonably required and agreed to by the parties, provided that the non-performing party shall commence curative action

during said 15-day period and thereafter prosecute such cure to completion with due diligence. In the event of a default, the non-defaulting party may seek any and all remedies permitted by law.

9. **Notices**. Any notice, demand, or other writing of any kind which may or shall be given pursuant to this Grant of Easement shall be deemed given and received, and to be effective for all purposes when: (a) e-mailed to the e-mail addresses below (provided that such sent email is kept on file, whether electronically or otherwise, by the sending party, and the sending party does not immediately receive an automatically generated message from the recipient's email server that such email could not be delivered to such recipient); (b) personally delivered (including delivery by overnight courier); or (c) three (3) days after mailing by certified United States mail, postage prepaid and return receipt requested, to the address set forth below. Any party hereto may change its address by giving notice to the other party in accordance with this paragraph.

If to Grantor:

VICTORIA WARD, LIMITED
1240 Ala Moana Boulevard, Suite 200
Honolulu, Hawaii 96814
Attn: Lee Cranmer
Telephone: (808) 591-8411
Email: lee.cranmer@howardhughes.com

If to Grantee:

CITY AND COUNTY OF HONOLULU
Department of Environmental Services
1000 Ulu'ohi'a Street, Suite 308
Kapolei, Hawaii 96707
Attn: Director
Telephone: (808) 768-3486

10. **Miscellaneous**.

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

b. The term "Grantor" wherever used herein shall be held to mean and include Grantor, its successors and assigns, and the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns. Grantor and Grantee hereby agree that the provisions herein shall operate as a covenant running with Lot G.

c. This Grant of Easement does not waive any rights of Grantor or Grantee pursuant to all applicable laws, ordinances, rules, and regulations.

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

e. This Grant of Easement shall be governed by the laws of the State of Hawai'i both as to the interpretation and performance. The parties agree that the courts of the State of Hawai'i shall have exclusive jurisdiction to enforce the terms and conditions of this Grant of Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement on the day and year first above written.

GRANTOR:

VICTORIA WARD, LIMITED, a Delaware corporation

By _____
Name Kai'ulani K. Sodaro
Title Vice President

APPROVED AS TO CONTENTS:

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

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy Corporation Counsel
City and County of Honolulu
SEONGWU HAN

GRANTEE:

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

By _____
Name _____
Title _____

GRANTOR

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this 9 day of June, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared Kai Wiani K. Sodaro, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENT (SEWER EASEMENT S-4)** 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. The foregoing instrument is dated undated at time of notarization, and contained 15 **pages** (*including its Exhibits A through B*), at the time of this acknowledgment/certification.

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

Tracey K. Morisugi
Print Name of Notary Public Tracey K. Morisugi
Notary Public, State of Hawaii
My commission expires: 9/14/2026

Tracey K. Morisugi
Signature of Notary Public

Document Date: Undated at time of notarization #Pages: 15
Notary Name: TRACEY K. MORISUGI First Circuit
Doc. Description: Grant of Sewer Easement (Sewer Easement S-4)
Tracey K. Morisugi 6.9.25
Notary Signature Date
NOTARY CERTIFICATION
MY COMMISSION EXPIRES: 9/14/2026

TRACEY K. MORISUGI NOTARY PUBLIC 14-314 STATE OF HAWAII

GRANTEE

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | ss:

On this _____ day of _____, 2025, in the First Judicial Circuit, State of Hawaii, before me personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as **GRANT OF SEWER EASEMENT (SEWER EASEMENT S-4)** 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. The foregoing instrument is dated _____, and contained _____ **pages** (*including its Exhibits A through B)*, at the time of this acknowledgment/certification.

_____
Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires: _____

_____
Signature of Notary Public

EXHIBIT A

Lot G

Being portion of Consolidation of Lot D-1, as shown on DPP File No. 2018/SUB-95. Lots 3 (Deregistered) of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, and Lots J-1, J-2 and J-3 (Deregistered) of DPP File No. 2008/SUB-58. Being also portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, R.P. 1990, L.C. Aw. 10463, Apana 2 to Napela and R.P. 8237, L.C. Aw. 1903, Apana 2 to Lolohi.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Northeast corner of this parcel, and on the Southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,912.76 feet South and 2,435.30 feet West, and running by azimuths measured clockwise from True South:

1. Along remainder of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, along remainders of portions of R.P. 1990, L.C. Aw. 10463, Apana 2 to Napela and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:

   06° 52' 42.43 feet;

2. 321° 52' 11.30 feet along same;

3. Thence, along remainders of Lots 3 of Map 8 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, along remainders of portions of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, R.P. 1990, L.C. Aw. 10463, Apana 2 to Napela and R.P. 8237, L.C. Aw. 1903, Apana 2 to Lolohi, on a curve to the left with a radius of 1170.00 feet, the chord azimuth and distance being:

   316° 03' 57" 236.51 feet;

4. Thence, along North side of Auahi Street on a curve to the left with a radius of 2038.00 feet, the chord azimuth and distance being:

117° 25' 16" 72.64 feet;

5. 116° 24' 168.09 feet along same;

6. Thence, along the East corner of Auahi Street and Ward Avenue on a curve to the right with a radius of 40.00 feet, the chord azimuth and distance being:

145° 16' 38.62 feet;

7. Thence, along same on a curve to the right with a radius of 43.25 feet, the chord azimuth and distance being:

203° 00' 41.76 feet;

8. 231° 52' 69.57 feet along Southerly side of Ward Avenue to the point of beginning and containing an area of 12,306 square feet.

Subject, however, to Sewer Easement 2 as shown on Map 8 of Land Court Consolidation 53.



August 21, 2020
Honolulu, Hawaii

Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

Tax Map Key: (1) 2-3-02: 002, 059, por. 107 & por. 110

EXHIBIT A-1

MAP OF LOT G AND EASEMENT S-4

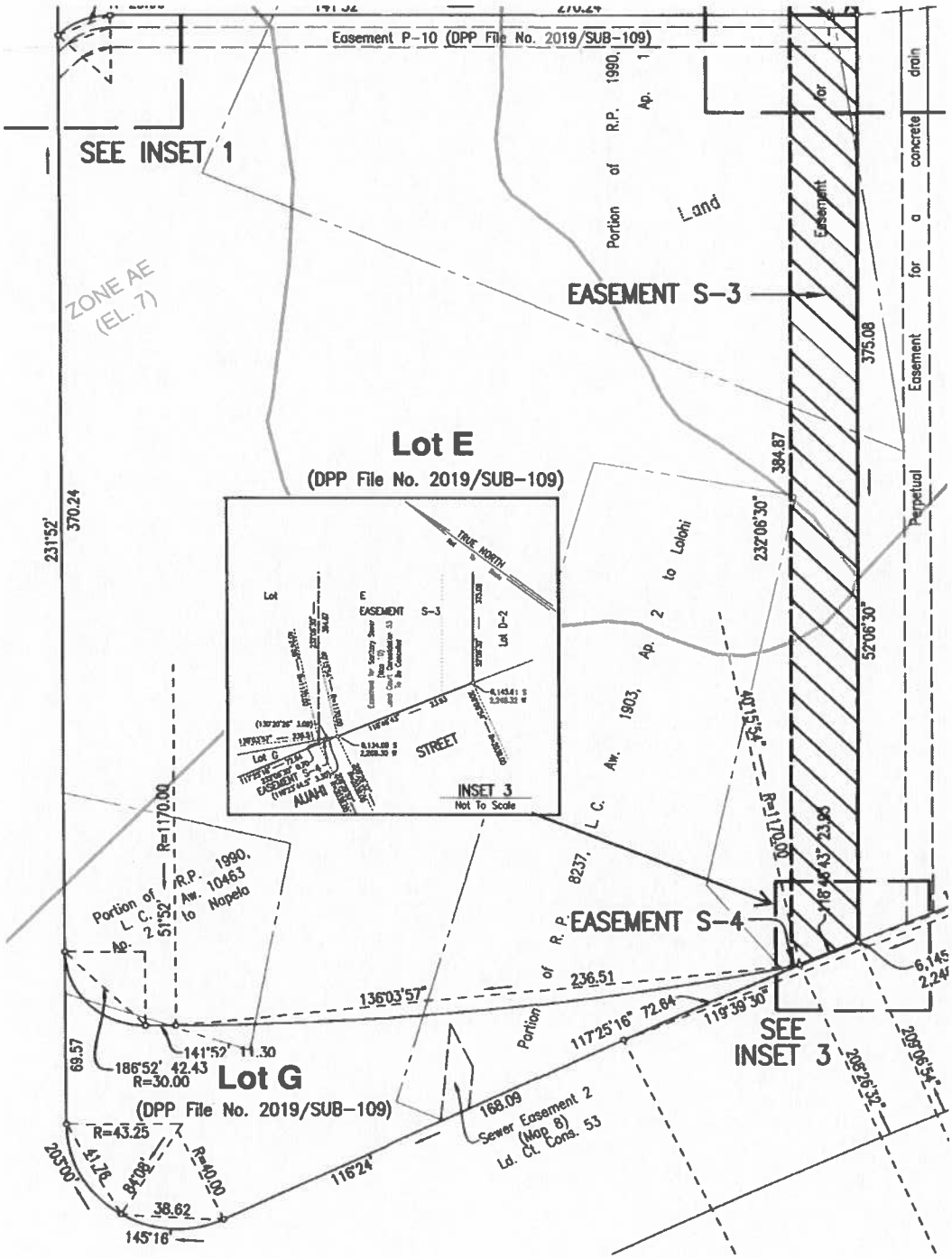


EXHIBIT B

EASEMENT S-4

Easement S-4

(For Sanitary Sewer Purposes)

Being portion of Lot G as shown on DPP File No. 2019/SUB-109. Being also portion of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions.

Situated at Kukuluaeo, Honolulu, Oahu, Hawaii.

Beginning at the Southeast corner of this parcel, at the Southeast corner of Lot G as shown on DPP File No. 2019/SUB-109, on the North side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,134.09 feet South and 2,269.30 feet West, and running by azimuths measured clockwise from True South:

1.	Along North side of Auahi Street, on a curve to the left with a radius of 2038.00 feet, the chord azimuth and distance being:		
	118° 23' 44.5"	3.30 feet;	
2.	232° 06' 30"	0.70 feet	along the remainders of Lot G as shown on DPP File No. 2019/SUB-109 and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

ControlPoint Surveying, Inc.
615 Piikoi Street, Suite 700
Honolulu, Hawaii 96814

3. Thence, along Lot E as shown on DPP File No. 2019/SUB-109, along remainder of R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the left with a radius of 1170.00 feet, the chord azimuth and distance being:

310° 20' 26" 3.09 feet;

to the point of beginning and containing an area of 1 square foot.



October 2, 2025
Honolulu, Hawaii

Rico D. Erolin
Licensed Professional Land Surveyor
Certificate Number 9325

Tax Map Key: (1) 2-3-02: Por. 59

EXHIBIT B

(Continued)

EASEMENT S-4

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR	:	FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain Land Trust Agreement No. FHB-TRES 200602, dated September 20, 2006
GRANTEE	:	VICTORIA WARD, LIMITED, a Delaware corporation
DATED	:	July 9, 2015
RECORDED	:	Document No. A-56680701

SUBJECT, HOWEVER, to the following:

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

2. The terms and provisions contained in the following:

INSTRUMENT	:	AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)
DATED	:	effective May 12, 2005
FILED	:	Land Court Document No. 3269519
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation

3. The terms and provisions contained in the following:

INSTRUMENT	:	VICTORIA WARD, LIMITED, MASTER PLAN PERMIT MEMORANDUM OF DECISION AND ORDER
DATED	:	May 29, 2009
FILED	:	Land Court Document No. 3869623
RECORDED	:	Document No. 2009-093051

4. The terms and provisions contained in the following:

INSTRUMENT	:	AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)
DATED	:	effective May 12, 2005
FILED	:	Land Court Document No. 3269519
PARTIES	:	VICTORIA WARD, LIMITED, a Delaware corporation

5. The terms and provisions contained in the following:

INSTRUMENT	:	VICTORIA WARD, LIMITED, MASTER PLAN PERMIT MEMORANDUM OF DECISION AND ORDER

DATED : May 29, 2009
FILED : Land Court Document No. 3869623
RECORDED : Document No. 2009-093051
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "Authority"

6. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN

DATED : December 30, 2010
FILED : Land Court Document No. 4036891
RECORDED : Document No. 2011-004171
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

MEMORANDUM OF AMENDED AND RESTATED MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN dated February 7, 2025, recorded as Document No. A-9172000463.

7. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN

DATED : May 8, 2015
RECORDED : Document No. A-56090748
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAII BANK, a Hawaii corporation, as Trustee under that certain unrecorded Land Trust No. FHB-TRES 200602

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF USE RESTRICTIONS (WARD VILLAGE)

DATED : August 5, 2015
RECORDED : Document No. A-57150249

9. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : January 16, 2025
RECORDED : Document No. A-9153000491
GRANTING : a right and easement for utility purposes referenced on map attached thereto

[END OF EXHIBIT B - EASEMENT S-4]