

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED ON 09/28/95 IN THE OFFICE OF THE ASSISTANT REGISTRAR OF THE LAND COURT AS DOC# 2262857 /TCT# 380204

BY: JChang  
ISLAND TITLE CORPORATION

LAND COURT SYSTEM

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED ON 09/28/95 IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII AS DOC# 95-124908

BY: JChang  
ISLAND TITLE CORPORATION

REGULAR SYSTEM

Return by Mail (X) Pickup ( ) To:

Housing Finance & Development Corporation  
677 Queen Street, 3rd Floor  
Honolulu, Hawaii 96813

Attention: Mike McElroy

27180

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
WAIAHOLE VALLEY AGRICULTURAL PARK AND  
RESIDENTIAL LOTS SUBDIVISION  
AND HOMESTEAD ROAD LANDS**

Recognizing that there is a growing scarcity of agricultural lands caused by urban encroachment which has made it difficult for agricultural enterprises to survive and that the acquisition of private property for agricultural purposes is a public purpose or use necessary to facilitate sound agricultural land-use planning, **HOUSING FINANCE AND DEVELOPMENT CORPORATION** ("Declarant") acquired or received in fee simple and this Declaration encumbers the following real property in Waiahole Valley, District of Koolaupoko, City and County of Honolulu, State of Hawaii:

(a) Certain lands from Elizabeth Loy Marks which are described and covered by the Quitclaim Deed dated November 30, 1977, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12580, Page 644, a copy of which is attached as Exhibit 1-A and incorporated by reference which Declarant thereafter proceeded to cause to be subdivided into the "Waiahole Valley Agricultural Park and Residential Lots Subdivision" ("Subdivision"), which includes:

(1) Lots 1 through 146, inclusive, as shown on File Plan No. 2052;

(2) Lots 10 to 37, inclusive, as shown in Map 3 of Land Court Application 69, being the lands described in Certificate of Title No. 380,204 issued to the Housing Finance and Development Corporation;

(3) Lots 9 to 15, inclusive, as shown in Map 3 of Land Court Application 70, being the lands described in Certificate of Title No. 195,898 issued to the Housing Finance and Development Corporation; and

(4) Lots 8 to 22, inclusive, as shown in Map 3 of Land Court Application 72, being the lands described in Certificate of Title No. 380,205 issued to the Housing Finance and Development Corporation, respectively, subject to all easements, rights of way, rights of ingress and egress, covenants, conditions, restrictions and reservations recorded in the Bureau of Conveyances and/or filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. The Subdivision contains both agricultural lots, which were established pursuant to HRS Chapter 166, and residential lots, which will be leased in a manner that is consistent with the provisions of this Declaration; and

(b) Certain parcels of land (hereinafter referred to as the "Homestead Road Land"), which the Board of Land and Natural Resources of the State of Hawaii conveyed to Declarant pursuant to Act 330 Session Laws of Hawaii 1993 ("Act 330") and the following instruments,

(1) Land Patent No. S-15,795 executed December 31, 1993 a copy of which is attached as Exhibit 1-B and incorporated by reference;

(2) Land Patent No. S-15,793 executed September 30, 1994, a copy of which is attached as Exhibit 1-C and incorporated by reference; and

(3) Deed effective December 31, 1993 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-203197, a copy of which is attached as Exhibit 1-D and incorporated by reference.

Following subdivision of the Homestead Road Land, leases to the subdivided lots therein will be offered to those persons who hold revocable permits therein from DLNR and to others in a manner which is consistent with the provisions of this Declaration.

Through this "Declaration of Restrictive Covenants" ("Declaration"), Declarant desires to establish restrictions relative to preserving the public purposes for which the lands comprising the Subdivision were acquired and for which the Homestead Road Land was conveyed by the Board of Land and Natural Resources to the Housing Finance and Development Corporation, as more particularly set forth below.

1. **PURPOSE AND SCOPE OF THIS DECLARATION**

The purposes of this Declaration are to:

- A. Protect and preserve the use and character of the Agricultural Lots for Diversified Agriculture; and
- B. Protect and preserve the agricultural and rural nature of the Project as an agricultural park and rural residential subdivision.

Declarant declares that all of the Agricultural Lots and Residential Lots in the Project shall be held, owned, sold, conveyed, encumbered, leased, occupied and improved subject to the declarations, covenants, conditions, restrictions and reservations set forth below. This Declaration shall run with and bind the Agricultural Lots and Residential Lots, as applicable, comprising the Subdivision and the Homestead Road Land and shall be binding on and inure to the benefit of the respective Lessees thereof, including their heirs, personal representatives, devisees, successors and assigns.

2. **DEFINITIONS**

Unless the context specifies or requires otherwise, all capitalized words or terms used but not otherwise defined herein shall have the meanings given to them below.

- A. "Agricultural Lot" means and refers to each of the agricultural lots in the Subdivision which are listed and identified in the "Summary of Lots" attached as Exhibit "2" and incorporated by reference; and such subdivided lots within the Homestead Road Land which Declarant, including its successors and assigns, shall designate through a unilateral Supplemental Declaration as an "Agricultural Lot".
- B. "Agricultural Lot Lessee" means and refers to the lessee of record of an Agricultural Lot.
- C. "Common Area" means and refers to all real property in the Project owned in fee simple or leasehold by either (i) the Agricultural Lot Lessees and Residential Lot Lessees in common with each other or (ii) an association of Lessees for the common use and enjoyment of all Lessees, including streets, roads, community areas or facilities, easements, drainage and flowage areas and open space areas, together with all of the improvements constructed thereon which Declarant may convey from time to time. The Common Area shall not be considered an Agricultural Lot or a Residential Lot.

The right, title, interest and obligations with respect to ownership of the Common Area shall run with each Lessee's right, title and interest in and to an Agricultural Lot or a Residential Lot.

- D. "Declarant's Nominee" means and refers to any division, subsidiary or affiliate of Declarant or any other person or entity (whether or not related to Declarant) nominated by Declarant to hold and exercise any of Declarant's rights hereunder, which nomination shall be in writing but need not be recorded.
- E. "Diversified Agriculture" means the cultivation of crops, including flowers, vegetables, foliage, fruits, forage and aquaculture. "Diversified Agriculture" shall not mean or include using any Agricultural Lot or Residential Lot in the Project for public or private open area types of recreational uses, including day camps, picnic grounds, parks, riding stables, golf courses, golf driving ranges, country clubs and overnight camps.
- F. "DoA" means the U.S. Department of Agriculture, including the Farmers Home Administration.
- G. "Family" means one or more persons who are occupying a Residence and who constitute a "family" in the context of applicable ordinances of the City and County of Honolulu restricting the use of an Agricultural Lot or a Residential Lot to a single family dwelling.
- H. "FHA" means the Federal Housing Administration.
- I. "File Plan" means File Plan No. 2052 recorded in the Bureau of Conveyances of the State of Hawaii.
- J. "Governmental Agency" means any department, division or agency of any federal, state or municipal government and any public or private utility.
- K. "HRS" means and refers to the Hawaii Revised Statutes (or corresponding future embodiment of Hawaii laws).
- L. "HUD" means the U.S. Department of Housing and Urban Development.
- M. "Lessees" mean and refer to some or all, in the context that said word appears, Agricultural Lot Lessees and Residential Lot Lessees.
- N. "Lot" means and refers to an Agricultural Lot and/or a Residential Lot as the context shall require.

If the Lot that is covered by an Agricultural Lease or a Residential Lease is comprised of more than one subdivided lot, all of the subdivided lots shall be considered one (1) lot for purposes of this Declaration. A subdivided lot that is a portion of a Lot shall not be separately or individually transferable and shall not be sold, transferred or conveyed in any manner, whether by sublease, concession, license or otherwise, separate from all of the subdivided lots comprising the Lot so as to separate the benefits and burdens of such subdivided lot in any way under this Declaration. Any attempted sale, transfer or conveyance of a subdivided lot comprising a portion of a Lot shall be deemed to constitute a conveyance of all of the subdivided lots comprising the Lot.

- O. "Person" means and includes a natural person, a partnership, a joint venture, an agricultural cooperative or a corporation properly formed under law.
- P. "Project" means the Subdivision and Homestead Road Land.
- Q. "Residence" means and refers to a single-family dwelling building used for single-family residential purposes.
- R. "Residential Lot" means and refers to the residential lots in the Subdivisions which are listed and identified in the "Summary of Lots" attached as Exhibit "2" and incorporated by reference and such subdivided lots within the Homestead Road Land which Declarant, including its successors and assigns, shall designate through a unilateral Supplemental Declaration as a "Residential Lot".
- S. "Residential Lot Lessee" shall mean and refer to the lessee of record of a Residential Lot.
- T. "Subdivision" means the "Waiahole Valley Agricultural Park and Residential Lots Subdivision", which includes
  - (1) Lots 1 through 146, inclusive, as shown on File Plan No. 2052;
  - (2) Lots 10 to 37, inclusive, as shown in Map 3 of Land Court Application 69, being the lands described in Certificate of Title No. 380,204 issued to the Housing Finance and Development Corporation;
  - (3) Lots 9 to 15, inclusive, as shown in Map 3 of Land Court Application 70, being the lands described in Certificate of Title No. 195,898 issued to the Housing Finance and Development Corporation; and
  - (4) Lots 8 to 22, inclusive, as shown in Map 3 of Land Court Application 72, being the lands described in Certificate of Title No. 380,205 issued to the Housing Finance and Development Corporation,

U. "Waikane Mauka", "Waikane Makai", and "Waiahole Makai" mean the following parcels of land which are identified on the tax maps as of the date of this Declaration as follows:

4-8-01: 13	4-8-02: 8	4-8-03: 1
4-8-01: 14	4-8-03: 1	4-8-04: 4
4-8-02: 6	4-8-03: 16	4-8-06: 1

V. The Exhibits that are attached to this Declaration and incorporated by reference are listed as follows:

<u>Exhibit No.</u>	<u>Description</u>
1-A	Quitclaim Deed dated November 30, 1977, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 12580, Page 644
1-B	Land Patent No. S-15,795 executed December 31, 1993
1-C	Land Patent No. S-15,793 executed September 30, 1994
1-D	Deed effective December 31, 1993 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-203197
2	"Summary of Lots"
3	Resolution No. 1783
4	Initial Priorities for Lots

3. AGRICULTURAL LOT COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

All Agricultural Lots will be subject to the following covenants, conditions, restrictions and reservations.

A. Eligibility to Apply for an Agricultural Lot. Any person who:

- (1) is not in arrears in the payment of taxes, rents, or other obligations owing the United States of America, State of Hawaii or any of its political subdivisions; and
- (2) is a bona fide farmer and:

- (a) Who has not less than two years' experience as a full-time farmer; or
- (b) Who was an owner-operator of an established farm conducting a substantial farming operation and who for a substantial period of the person's life resided on a farm or depended on farm income for the person's livelihood; or
- (c) Who has been a farm tenant or farm laborer or other individual, who has for the two years last preceding the person's application for an Agricultural Lot obtained the major portion of the person's income from farming operations; or
- (d) Who has a college degree in agriculture; or
- (e) Who by reason of ability, experience, and training as a vocational trainee is likely to successfully operate a farm; or
- (f) Who has qualified for and received a commitment for a loan under the Bankhead-Jones Farm Tenant Act, as amended, or as may hereafter be amended, for the acquisition of a farm; or
- (g) Who is displaced from employment in an agricultural production enterprise; or
- (h) Who is a member of the Hawaii Young Farmer Association or a Future Farmer of America graduate with two years of training with farming projects; or
- (i) Who is a person who meets the eligibility requirements of Declarant's Resolution No. 1783, which is attached hereto, a part hereof and incorporated by reference as Exhibit "3"

shall be eligible to become the lessee of an Agricultural Lot.

- (3) Initial Priorities to Apply for an Agricultural Lot Lease. The initial priorities to apply for and obtain an Agricultural Lot Lease are set forth in Exhibit "4", attached hereto, a part hereof and incorporated by reference.

B. Use of Agricultural Lots For Diversified Agricultural Purposes. Each Agricultural Lot must be used only for Diversified Agricultural purposes.

C. Limit of One Single Family Dwelling: One Employee's Quarters; and Diversified Agricultural Improvements. The following structures shall be permitted to be situated on an Agricultural Lot:

- (1) Only one (1) single family dwelling designed and built for the use and occupancy by a single family;
- (2) Subject to and if permitted by applicable land use ordinances or other zoning ordinances of the City and County of Honolulu, one separate "employee's quarters" provided that the person living in the employee's quarters must be an employee of the Agricultural Lot Lessee and must be engaged in and earn substantially all of such person's income from labor in Diversified Agriculture on the Agricultural Lot on which such employee's quarters is situated. Such employee's quarters may contain a kitchen if permitted by applicable land use ordinances or other zoning ordinance of the City and County of Honolulu; and
- (3) Subject to and if permitted by applicable land use ordinances or other zoning ordinances of the City and County of Honolulu, such accessory structures that are used solely in furtherance of activities permitted by this Declaration.

The Lessee of an Agricultural Lot shall not use any building or structure thereon as a multifamily project or a tenement house, rooming house or apartment house. The Lessee's use of an Agricultural Lot for Diversified Agricultural activities shall be subject to applicable land use and zoning laws and ordinances that are in furtherance of the intent of this Declaration that the Agricultural Lots be used for Diversified Agricultural activities.

D. Agricultural Lot Lessee's Income From Diversified Agriculture. Each Agricultural Lot Lessee must:

- (1) Personally use and operate the Agricultural Lot for Diversified Agricultural purposes; and
- (2) Either:
  - (a) Devote at least one third (33-1/2%) of the Agricultural Lot Lessee's time and also derive at least one-third of the Agricultural Lot Lessee's net annual cash income as reported on the Agricultural Lot Lessee's federal and state tax returns from direct participation in Diversified Agriculture on the Agricultural Lot Lessee's Agricultural Lot; or



- (b) Use substantially all of the Agricultural Lot for Diversified Agricultural uses as a trade or business (and not as a hobby). The Agricultural Lot must remain in continuous cultivation except for the normal fallow period as required by standard agriculture practices.

E. Agricultural Cooperative Permitted. Agricultural Lot Lessees may organize an agricultural cooperative association pursuant to applicable Hawaii laws provided, however, that the use and operation of the Agricultural Lots through or as part of an agricultural cooperative association shall be subject to the covenants, conditions, restrictions and reservations in this Declaration.

The word "farmer" in the context of an Agricultural Lot Lessee shall include a small Hawaii corporation, partnership, cooperative or other business organization provided that the natural person who qualifies as the "farmer" in the conveyance document for an Agricultural Lot must:

- (1) Own at least 75% or more of the voting stock or outstanding interest in the corporation or other business organization;
- (2) Qualify individually and meet the eligibility requirements of a "farmer" under HRS Sec. 155-10 (or the corresponding section of any future Hawaii law).

F. No Subletting. Except as provided above by Paragraph 3.C. concerning "employee's quarters", an Agricultural Lot Lessee shall not lease or sublease the whole or any part of the Agricultural Lot Lessee's Agricultural Lot, including any Diversified Agricultural land, dwelling or structure thereon.

G. Floodway District. Any part of any Agricultural Lot, which is within the area designated by the Department of Land Utilization of the City and County of Honolulu as the "Floodway District of Waiahole Valley" must remain in open Diversified Agricultural use. Unless expressly authorized by Federal, State of Hawaii and City and/or County of Honolulu laws, regulations or ordinances, no structures shall be built or placed on any part of any Agricultural Lot which is within the Floodway District of Waiahole Valley or a flood hazard area.

#### 4. COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS COVERING THE RESIDENTIAL LOTS

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Each Residential Lot shall be for the exclusive use and benefit of the Residential Lot Lessee subject, however, to the following covenants, conditions and restrictions:

- A. Initial Priorities to Apply for a Residential Lot Lease. The initial priorities to apply for and obtain a Residential Lot Lease are set forth in Exhibit "4", attached hereto, a part hereof and incorporated by reference.
- B. Use of Residential Lots Only for Single Family Dwelling Purpose. Only one Family shall occupy each Residential Lot, and only one single-family dwelling which contains no more than one kitchen in the entire dwelling may be constructed or placed on any Residential Lot designated. A Residential Lot Lessee must use the Residential Lot as the Residential Lot Lessee's principal dwelling. A Residential Lot Lessee can only have one principal dwelling. A Residential Lot Lessee shall not rent or sublet all or any part of a Residential Lot, including any dwelling on the Residential Lot.

The Residential Lot Lessee shall not use any building or structure thereon as a multifamily project or a tenement house, rooming house or apartment house. The Lessee's use of a Residential Lot for single family use shall be subject to applicable land use and zoning laws and ordinances that are consistent with the intent of the provisions of this Declaration to limit the use of a Residential Lot for single family residential use.

5. RESTRICTIONS COVERING BOTH THE AGRICULTURAL LOTS AND/OR RESIDENTIAL LOTS

All Lots will be subject to the following covenants, conditions, restrictions and reservations.

- A. Animals. The raising of any animals in connection with a feedlot operation is absolutely prohibited. The raising of animals shall be permitted or allowed subject to the following:
- (1) Each Lessee shall observe all applicable Federal, State of Hawaii or City and County of Honolulu laws, ordinances, codes or regulations;
  - (2) Each Lessee shall be fully responsible for any personal injury, including death, damage to property or nuisance caused by such Lessee's animals; and
  - (3) A Lessee's animals shall not present a threat or threaten the Diversified Agricultural activities that are being conducted in the Project or surrounding areas.
- B. Environmental Laws. Each Lessee must comply with all Federal and State of Hawaii laws regarding environmental quality control with respect to the use of a Lot.

- C. Excavation and Altering the Natural Flow of Water. No part, including swales and drainage ditches, of any Lot or any land adjacent to any Lot shall be filled, excavated or otherwise changed as to grade in such manner as to alter the natural flow of water or to increase runoff and drainage of water except as allowed by law and provided all required permits have been obtained.
- D. Nuisances: Illegal Activities. No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the Waiahole Agricultural Park, the Homestead Road Land and surrounding neighborhood. No part of any Lot shall be used as a junk yard or automobile junk yard. The cultivation, farming and/or growth of any noxious weed or any illegal plant or foliage or any controlled substance are expressly prohibited on all Lots. The term "noxious weed" shall mean any plant species which is illegal or injurious, harmful or deleterious or which may be likely to become so to the agricultural, horticultural and livestock industries of the State, as determined and so designated by the laws of the State of Hawaii.
- E. Portable Structures. All improvements, structures, buildings, whatsoever shall be portable, mobile or transportable or readily removable or demolishable.
- F. Maintenance. Each Lessee shall maintain all improvements erected on such Lessee's Lot and all landscaping and vegetation planted on such Lot from time to time in good and clean condition and repair and in such manner as not to create a fire, safety, or health hazard at such Lessee's sole cost and expense.
- G. No Dumping. A Lessee shall not use or allow such Lessee's Lot to be used for the dumping or storage of garbage, trash or waste materials provided that an established compost pile may be maintained in connection with the conduct of Diversified Agricultural activities.
- H. No Further Subdivision or Condominium Property Regime. No Lot shall be further subdivided or consolidated and resubdivided or subjected to a condominium property regime or "ohana" zoning without the written consent of the Declarant, which consent may be withheld in Declarant's sole discretion.
- I. Conservation: Fire Prevention. A Lessee shall not permit any exterior fires on such Lessee's Lot without a valid permit duly issued by all applicable State of Hawaii and City and County of Honolulu governmental agencies and shall not permit any condition on such Lessee's Lot which creates a fire hazard.
- J. Allocation of Subsequent Capital Improvements Costs. If Declarant, including Declarant's successors and assigns, shall undertake and pay for any capital improvements, including the construction of utility lines, road improvements, reservoirs, water distribution systems or flood control measures, after the date of this Declaration, the amount expended based on Declarant's books shall be

allocated and charged to some or all of the leases for the Lots in accordance with good accounting practices. The amount that has been as of the date of this Declaration and shall hereafter be allocated and charged to a Lot shall be collected upon the sale of each Lot, including the sale of the lease to a Lot or any lease-to-fee conversion of such Lot.

The following transfers shall be permitted and payment for such capital improvements shall not become due and payable provided that there is no consideration paid for the transfer:

- (a) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (b) A transfer to the spouse or children of the Lessee;
- (c) A transfer whereby Lessees are married and one Lessee conveys his/her leasehold right, title and interest to the other as a result of a decree of dissolution of marriage, legal separation or incident to a property settlement agreement; or
- (d) A transfer to an *intervivos* trust in which Lessee is and remains the primary beneficiary and continues to use the Lot and which does not relate to a transfer of rights of occupancy in the Lot.

6. TERM

The term of this Declaration shall be fifty-five (55) years beginning with the date this Declaration is recorded in the Bureau of Conveyances of the State of Hawaii and the first conveyance for either an Agricultural Lot or Residential Lot; provided, however, that this Declaration shall be automatically extended by Declarant, or Declarant's successors or assigns, commensurate with the extended terms of any leases covering the Lots. For as long as this Declaration is in effect, the covenants, conditions, restrictions and reservations in this Declaration shall run with and bind the Agricultural Lots and Residential Lots, as applicable.

7. LESSEES' EASEMENTS OF ENJOYMENT

- A. Conveyance and Acceptance of Common Area. Declarant may hereafter convey to the Lessees or to an association of Lessees and the Lessees or the association of Lessees shall accept and hold all real property which is designated by Declarant as a Common Area. If Declarant shall convey the Common Area to the Lessees, such Lessees' right, title and interest in the Common Area shall be in common with all Lessees and shall be appurtenant to and pass with title to every Lot.

- B. **Right and Easement of Enjoyment.** Every Lessee shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions affording the Lessees or an association of Lessees the right:
- (1) to charge reasonable admission and other fees for the use of any community facility situated upon the Common Area;
  - (2) to suspend the voting rights and right to use of the community facilities by a Lessee for any period during which any assessment against such Lessee's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations, if any; or
  - (3) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Lessees or members of an association of Lessees.
- C. Any Lessee may delegate such Lessee's right of enjoyment to the Common Area and facilities to the members of such Lessee's family who reside on such Lessee's Lot.

8. **REMEDIES**

- A. **Enforcement.** The restrictions, conditions, covenants, reservations, and provisions now or hereafter imposed by this Declaration may be enforced by:
- (1) Declarant;
  - (2) Any association of Lessees of the Lots;
  - (3) Any one or more of the Lessees of the Lots
- by any proceeding at law or in equity. Failure by any of the foregoing persons to enforce any restriction, condition, covenant, reservation or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- B. **Remedies.** If a Lessee shall breach any of the above covenants, conditions, restrictions and reservations, any one or more of the following remedies shall be available:
- (1) Damages;

- (2) Injunctive relief to restrain or abate any such violation or breach or any threatened violation or breach constituting a violation of any covenants, conditions, restrictions and reservations contained in this Declaration;
- (3) Termination or cancellation of such Lessee's right, title or interest in a Lot and requiring a reconveyance of such Lessee's Lot to Declarant; and/or
- (4) Any other legal or equitable rights, which may be available under law;

without prejudice to the right to pursue the same or any other remedy thereafter for the same breach or for any subsequent breach.

Each remedy provided for in this Declaration shall be cumulative and non-exclusive.

- C. Fees and Costs. The costs of enforcement, including court costs and attorneys' fees, shall be paid by any Lessee who has violated any such restriction, covenant, condition, or restriction or has failed to pay or perform any obligation hereunder.
- D. No Waiver. The failure in any case to enforce the provisions of any covenant, condition, restriction, or obligation shall not constitute a waiver of any right to enforce any such provision in any other case with respect to any Lessee or any Lot. No right of action shall accrue in favor of any Lessee or any association of Lessees against Declarant for or on account of any failure by Declarant to bring any action on account of any violation or breach, by any Lessee of the provisions of this Declaration.

Notwithstanding any failure or delay in enforcing the above covenants, restrictions and reservations, neither Declarant nor any one or more Lessees or an association of Lessees shall be barred by the doctrines of waiver or estoppel from enforcing the above covenants, conditions, restrictions and reservations at any time.

## 9. ASSIGNMENT OF DECLARANT'S RIGHTS AND OBLIGATIONS

Declarant may delegate, transfer, assign or release to Declarant's Nominee, any Governmental Agency or any association of Lessees any of Declarant's rights, powers and obligations. Such nominee, agency or association of Lessees shall accept the same upon the recording by Declarant of a notice of such delegation, transfer, or assignment or release.

## 10. GENERAL PROVISIONS

- A. Disclaimer. This Declaration does not represent or warrant that Declarant will bring about or preserve the present interest of the Lessees or any association of

Lessees to maintain the agricultural and rural atmosphere of the Project contemplated herein. Such interests will be primarily accomplished by the Lessees and any association of Lessees and not by Declarant.

All actions by Declarant pursuant to this Declaration are discretionary. The taking by Declarant of any discretionary action pursuant to this Declaration or the refraining from such action shall not create or result in any liability to the Lessees or any association of Lessees.

- B. Notices, Documents, Delivery. Whenever notice is required, reasonable notice shall be deemed to be five business days. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by first class, registered or certified mail, prepaid postage, or by hand delivery, or by facsimile telecopier with a copy sent by first class mail, addressed as follows:

To Declarant at:

677 Queen Street - 3rd Floor  
Honolulu, Hawaii 96813

with copy to:

Department of the Attorney General - State of Hawaii  
425 Queen Street  
Honolulu, Hawaii 96813

To a Lessee:

The Lessee's address as maintained in Declarant's records

To an officer of an association of Lessees:

The principal address of the association of Lessees, if any, as maintained in Declarant's records.

Any such address may be changed from time to time by serving notice to all other parties as above provided. Service of such notice or demand shall be deemed complete on the date of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier.

- C. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Hawaii.

D. Incorporation in other documents. No conveyance document, including lease, mortgage, or other document, affecting any Lot shall be made or delivered unless such mortgage, conveyance document or other document shall expressly incorporate by reference this Declaration.

E. Amendment or Repeal. The covenants and restrictions of this Declaration shall run with each Lessee's right, title and interest in such Lessee's Lot, including any lease for the same for the full term or extended term of such lease.

This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lessees and the Declarant's written consent. Any amendment must be recorded.

Notwithstanding the foregoing, Declarant may by written amendment at any time unilaterally amend or supplement this Declaration for the purpose of designating lots within the Homestead Land as an "Agricultural Lot" or a "Residential Lot", consolidating and resubdividing lots or Lots, deannexing Lots, curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Declaration, or to supplement the provisions of this Declaration with respect to special use areas or Common Areas described in a Supplemental Declaration.

F. Construction. Compliance with Laws. Severability. Singular and Plural. Titles.

- (1) All of the covenants, conditions and restrictions in this Declaration shall be liberally construed to promote and effectuate the purposes of the Project as set forth in the recitals to this Declaration.
- (2) No provision of this Declaration shall excuse any person from observing any law or regulation of any Governmental Agency having jurisdiction over such person or over the Project.
- (3) Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- (4) The singular shall include the plural and the plural shall include the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter as the context requires.
- (5) The titles of sections and paragraphs herein are inserted only for convenience and reference and shall in no way define, limit or described the scope or intent of any provision of this Declaration.



G. Voting. Lessees shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.


H. Declarant's Successors and Assigns. This Declaration will inure to the benefit of Declarant, and Declarant's successors and assigns including the Board of Land and Natural Resources and/or Department of Agriculture of the State of Hawaii.

DATED: Honolulu, Hawaii SEP 15 1995

DECLARANT:

HOUSING FINANCE AND DEVELOPMENT CORPORATION

Approved as to Form:

  
\_\_\_\_\_  
Dickson C.H. Lee  
Special Counsel to the Housing Finance and Development Corporation

By:   
\_\_\_\_\_  
ROY S. OSHIRO  
Its: Acting Executive Director

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

On this \_\_\_\_ day of SEP 15 1995, 1995, before me appeared ROY S. OSHIRO, to me personally known, who, being by me duly sworn, did say that he is the Acting Executive Director of HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said ROY S. OSHIRO acknowledged said instrument to be the free act and deed of said corporation.

6.5.

*C. O. Crowder*  
Notary Public, State of Hawaii

My commission expires 8.12.97

NS (3)  
RECORDATION REQUESTED BY:  
DEPARTMENT OF TRANSPORTATION  
ABSTRACTING SERVICE  
AFTER RECORDATION, RETURN TO:

77-110275

STATE OF HAWAII  
BUREAU OF CONDEMNANCES  
RECORDED  
NO. 12580 K 644  
77 NOV 30 P 1: 16

DEPARTMENT OF TRANSPORTATION  
ABSTRACTING SERVICE

RETURN BY: MAIL ( ) PICKUP ( )

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That ELIZABETH LOY MARKS, also known as ELIZABETH LOY MCCANDLESS MARKS, widow of A. Lester Marks, whose post office address is P.O. Box 27006, Honolulu, Hawaii, Grantor, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to her paid by the HAWAII HOUSING AUTHORITY, a public body and body corporate and politic, whose principal place of business and post office address is 1002 North School Street, Honolulu, Hawaii, Grantee, the receipt of which is hereby acknowledged, and pursuant to the unrecorded Purchase Agreement Under Threat of Condemnation dated May 6, 1977, by and between Grantor and Grantee, does hereby quitclaim all of the Grantor's right, title and interest in and to the following described lands unto the Grantee, its successors and assigns:

Those certain lands situate within the district of Waiahole mauka of Kamehameha Highway, Island of Oahu, State of Hawaii, which lands are described in Exhibit "A" attached hereto and made a part hereof, and more particularly described in the Preliminary Title Report of Security Title Corporation, consisting of four (4) volumes dated March 31, 1977 and updated to the date hereof, which is on file with the Grantee and which is incorporated herein by reference, subject, however, to the encumbrances and exceptions set forth therein, and excepting and reserving unto the Grantor all of her lands situate on the seaward side of Kamehameha Highway.

EXHIBIT "LA"

WMI 12580 K 645

Together with an undivided one-fourth interest in and to Grantor's right, title and interest in the Water Agreement dated December 12, 1912 by and between L. L. McCandless and Waiahole Water Company recorded in the Bureau of Conveyances of the State of Hawaii in Liber 386 at Page 355, as modified by Agreement dated December 15, 1971, recorded as aforesaid in Liber 8038 at Page 421, including without limitation an undivided one-fourth interest in that certain pipeline and water system from Waianu into Waiahole Valley, including the pipelines for taking off water from said system.

AND the reversions, remainders, rents, issues and profits thereof, all the estate, right, title and interest of the Grantor therein and thereto, and all the improvements thereon, the easements, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the same unto the Grantee, its legal successors and assigns, forever.

AND THE GRANTOR does hereby covenant and warrant to and with the Grantee that she has not alienated here interests in the aforesaid lands described in Exhibit "A" since December 31, 1974 when the Grantor acquired the interests of her children in said lands, except for executing that certain unrecorded Land Exchange and Purchase Agreement dated May 21, 1975 by and between herself and Pao Investment Corporation, as amended, and except as set forth in said Preliminary Title Report, and that she shall warrant the same unto the Grantee, its successors and assigns against the lawful claims and demands of all persons claiming an interest in and to said lands through her, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed this 30th day of

UNI 12580 n 646

November, 1977.

ELIZABETH LOY MARKS, also known as  
ELIZABETH LOY MCCANDLESS MARKS

HAWAII HOUSING AUTHORITY

By [Signature]  
Its Assistant Executive Director

Grantee

Approved as to Form:

[Signature]  
Special Deputy Attorney General

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

On this 29 day of November, 1977,  
before me personally appeared ELIZABETH LOY MARKS, also  
known as ELIZABETH LOY MCCANDLESS MARKS, to me known to  
be the person described in and who executed the fore-  
going instrument and acknowledged to me that she exe-  
cuted the same as her free act and deed.

[Signature]  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: 1/19/80

WH 12580 R 647

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

On this 27<sup>th</sup> day of November, 1977,  
before me appeared William Andrew Hall, to me  
personally known, who, being by me duly sworn, did  
say that he is the Assistant Executive Director of  
HAWAII HOUSING AUTHORITY, a public body and a body  
corporate and politic, and that the seal affixed to  
the foregoing instrument is the seal of said HAWAII  
HOUSING AUTHORITY; and that said instrument was  
signed and sealed in behalf of said HAWAII HOUSING  
AUTHORITY by authority of its Commissioners, and  
said William Andrew Hall, acknowledged said instru-  
ment to be the free act and deed of said HAWAII  
HOUSING AUTHORITY.

Gerald A. Smith  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: 1/25/78

UNI 12550 r 618

EXHIBIT A

<u>Tax Map Key</u>		<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
<u>4-8-01-1</u>			
8603:1	R.P. 3601	9.88	
10440	R.P. 2938	0.120	
10227	R.P. 2445	0.35	
9959:2	R.P. 1582, 2444	0.61	
7570:2	R.P. 1581	0.60	11.560
<u>4-8-01-3</u>			
3218:2	Parcel (Apana) 3	0.682	0.682
<u>4-8-01-4</u>			
7662:2	R.P. 1586, 2537	0.92	0.920
<u>4-8-01-6</u>			
10229:1	R.P. 1091	Less 1,060 square feet to T.H.	0.50
10229:2			0.48
7654:1	R.P. 1096		0.43
7654:2			0.75
7570:1	R.P. 1581, 2536		1.45
3218:2			0.485
GR10648	Lot H	Waiahole Gov't remnant	0.171
GR 4689	Lot 5	(TMK Fig. 0.54)	
		Abstract Fig.	0.48
GR 4689	Lot 6	(TMK and TK Fig. 6.94)	6.47
			11.216
<u>4-8-07-1</u>			
3218:2	R.P. 5703	Parcel (Apana) 1 Por.	19.20
			19.200
<u>4-8-07-4</u>			
7648:2	R.P. 1428		0.25
			0.250

LM# 12580 p. 649

<u>Tax Map Key</u>			<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
<u>4-8-07-5</u>				
GR10648	Lot A	Waiahole Gov't remnant Por. Lot 4 K.H.	2.687	2.687
<u>4-8-08-1</u>				
GR 4689	Lot 8		0.32	
7648:1	R.P. 1428		2.00	
GR10648	Lot 12		0.28	
GR10648	Lot 13		0.44	
7566:1	R.P. 3053		1.30	
GR 4689	Lot 7		4.54	
7558:1	R.P. 4842		3.05	
7558:2	R.P. 4842		0.25	
8177:2	R.P. 2934		0.40	
7665:3	R.P. 7869	Unlocated.	0.60	
7665:4	R.P. 7869	Unlocated	1.00	
9959:1	R.P. 1582, 2444		2.10	
3218:2	R.P. 5703	Parcel (Apana) 1 Por.	14.15	
Remnant of Kaaui			.75 (more or less) 31.180	
<u>4-8-08-10</u>				
GR10648	Lot 12A	Waiahole Gov't Lot	0.82	0.820
<u>4-8-08-12</u>				
105	R.P. 53		0.68	0.680
<u>4-8-08-16</u>				
105	R.P. 53		0.462	0.462
<u>4-8-08-18</u>				
GR 4689	Lot 18		0.53	
GR 4689	Lot 2		1.28	1.810
<u>4-8-09-1</u>				
GR 4584	Parcel No. 2		7.070	
GR2703:2			11.000	
105	R.P. 53		3.40	
7657 Par. 1	R.P. 1095		0.13	
7657 Par. 2			0.40	

LH: 12550 n. 650

<u>Tax Map Key</u>		<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
7657 Par. 3		0.548	
7657 Par. 4		0.560	
GR 4689	Lot 1	2.492	
GR 4689	Lot 18 (Por.)	0.15	
7566:2	R.P. 3053	0.25	
10973:1	R.P. 3056	0.076	26.076
<u>4-8-11-1</u>			
GR 4689	Lot J	6.22	
GR10648	Lot D	0.75	
7664:1	R.P. 2936	3.05	
GR10648	Lot C	0.92	
8235:1	R.P. 6600	0.53	
7166:1	R.P. 2935	1.80	
7655:1	R.P. 1585, 2457	1.00	
GR10648	Lot B	0.51	
	Waiahole Gov't Lot		
	remnant. Por. Lot		
	JA W.H.		
GR 4584	Por. Parcel No. 1	0.05	
8830	R.P. 7592	1.40	
Portion of Lot 3-A	(Registered Map No. 2196)	.71	16.940
<u>4-8-11-2</u>			
GR 4584	Por. Parcel No. 1	20.77	
7664:1	R.P. 2936	0.07	
GR 2703:2		1.00	
10973:1	R.P. 3056	0.18	22.020
<u>4-8-11-4</u>			
7649:2	R.P. 2403, 1587	0.25	0.250
<u>4-8-11-9</u>			
7660:1	R.P. 2939	1.20	1.200



<u>Tax Map Key</u>		<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
<u>4-8-11-10</u>			
10230:1	R.P. 2933	0.90	0.900
<u>4-8-11-11</u>			
7649:1	R.P. 2403, 1587	3.00	3.000
<u>4-8-12-1</u>			
GR 7886	Lot 5		
10231:1	R.P. 2133	39.34	
8187-B:1	R.P. 3057	0.92	
8235:2	R.P. 6600	1.498	
		0.16	41.918
<u>4-8-12-2</u>			
10231:2	R.P. 2133		
5806:1	R.P. 3015	0.25	
10456	R.P. 3016, 3633	0.60	
7572:1	R.P. 2422	2.15	
GR 2703:3		4.85	
10228:1	R.P. 2817	0.99	
GR 4111		0.82	
		25.54	35.200
<u>4-8-12-3</u>			
7568:1	R.P. 2036	1.30	1.300
<u>4-8-12-5</u>			
GR 4111			
7669:1	R.P. 7157	102.083	
7669:2	R.P. 7157	0.70	
8176:1	R.P. 7460	0.65	
10435:1	R.P. 7349	0.25	
8176:2	R.P. 7460	0.187	
GR 2874:1		0.50	
8236:1	R.P. 1094	87.53	
8236:2	R.P. 1094	2.80	
7666:3	R.P. 3054	0.25	
7666:1	R.P. 3054	0.25	
11016:1	R.P. 1093	0.58	
GR 2703:3		0.61	
7572:2	R.P. 2422	8.51	
10228:1	R.P. 2817	0.25	
		0.33	205.480

UNIT 12580 R 652

<u>Tax Map Key</u>		<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
<u>4-8-12-10</u>			
11016:2	R.P. 1093	0.462	
GR 4111		16.50	
8235:3	R.P. 6600	0.50	
7166:2	R.P. 2935	0.25	
7664:2	R.P. 2936	0.25	17.962
<u>4-8-12-20</u>			
GR 2874	Lot 1 of Lot A	4.32	
GR 2874	Lot 2 of Lot A	4.03	8.350
<u>4-8-13-2</u>			
7656:3	R.P. 6841	0.76	0.760
<u>4-8-13-3</u>			
7656:1	R.P. 6841	2.44	
10625:1	R.P. 6549	0.73	
7656:2	R.P. 6841	0.06	3.230
<u>4-8-13-4</u>			
10625:3	R.P. 6549	0.38	0.380
<u>4-8-13-5</u>			
8187-B:2	R.P. 3057	0.89	0.890
<u>4-8-13-8</u>			
7659:1	R.P. 3055	3.10	3.100

12580 r 653

<u>Tax Map Key</u>		<u>Per Parcel Acreage</u>	<u>Total Acreage Per Tax Key</u>
<u>4-8-13-9</u>			
10230:2	R.P. 2933	0.25	0.250
<u>4-8-13-10</u>			
10435:3	R.P. 7349	0.22	0.220
<u>4-8-13-13</u>			
Portion of Waianu 1st State Multiple claim		144.50	144.500
<u>4-8-13-19</u>			
Portion of Waianu 1st State Multiple Claim		41.68	41.680
<u>4-8-14-1</u>			
7560:2	R.P. 1090	.820	.820

12550 12654

LAND COURT PARCELS

1. All of Lot 5, as shown on Map 2 of Land Court Application 69 covered by Owner's Certificate of Title No. ~~50,840~~.  
Area: 11.890 acres. 173,850
2. All of Lot 8, as shown on Map 2 of Land Court Application 70 covered by Owner's Certificate of Title No. 173849.  
Area: 34.472 acres. NF

Being portions of the following Tax Map Key Nos.

TMK 4-8-09-1	0.298 acres
4-8-10-2	31.504 "
4-8-10-3	<u>2.67</u> "

34.472 acres

3. All of Lot 5, as shown on Map 2 of Land Court Application 72 covered by Owner's Certificate of Title No. 172,735.  
Area: 89.205 acres.  
Being portions of the following Tax Map Key Nos.

TMK 4-8-10-2	4.657 acres
4-8-10-3	23.76 "
4-8-12-10	57.698 "
4-8-12-18	0.23 "
4-8-12-19	<u>2.86</u> "

89.205 acres

4. All of Lot 7, as shown on Map 2, Land Court Application 69 covered by Owner's Certificate of Title No. 173,850.  
Area: 1.230

STATE OF HAWAII

**Land Patent No.** S-15,795

(Grant)

Issued On

SALE PURSUANT TO ACT 330, SESSION LAWS  
OF HAWAII 1993, AND SECTION 171-95,  
HAWAII REVISED STATUTES

**By** THIS PATENT The State of Hawaii, in conformity with the laws of the  
State of Hawaii relating to public lands and pursuant to the approval by the Board of  
Land and Natural Resources on August 27, 1993,

*makes known to all men that it does this day grant and confirm unto*

HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public  
body and a body corporate and politic, whose address is  
677 Queen Street, Suite 300, Honolulu, Hawaii 96813

hereinafter referred to as the "Patentee,"

*for the consideration of* FOR GOOD AND VALUABLE CONSIDERATION, the  
receipt is hereby acknowledged,

*all of the land situate at* Waiahole, Koolaupoko, Oahu, Hawaii, being  
designated as "Waiahole Valley Agricultural Park and  
Residential Lots Subdivision, Lot A, Part 2" described as:

LOT A, PART 2 being a portion of the Government Land of  
Waiahole, being also a portion of Lot A of Waiahole Valley  
Agricultural Park and Residential Lots Subdivision,  
containing an area of 1.942 acres, more particularly  
described in Exhibit "A" and delineated on Exhibit "B,"  
both of which are attached hereto and made parts hereof,  
said exhibits being respectively, a survey description and  
survey map designated C.S.F. No. 22,181 and dated  
September 22, 1994, prepared by the Survey Division,  
Department of Accounting and General Services, State of  
Hawaii.

---

EXHIBIT "I-B"

**RESERVING TO THE STATE OF HAWAII, ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING:**

(1) All minerals as hereinafter defined, in, on or under the land and the right, on its own behalf or through persons authorized by it, to prospect for, mine, and remove these minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of these minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous, or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock, or other material suitable for use and used in general construction in furtherance of the Patentee's permitted activities on the land and not for sale to others.

(2) All surface and ground waters appurtenant to the land and the right on its own behalf or through persons authorized by it, to capture, divert, or impound the same and to occupy and use so much of the land as may be required in the exercise of this right reserved.

(3) All prehistoric and historic remains found in, on, or under the land.

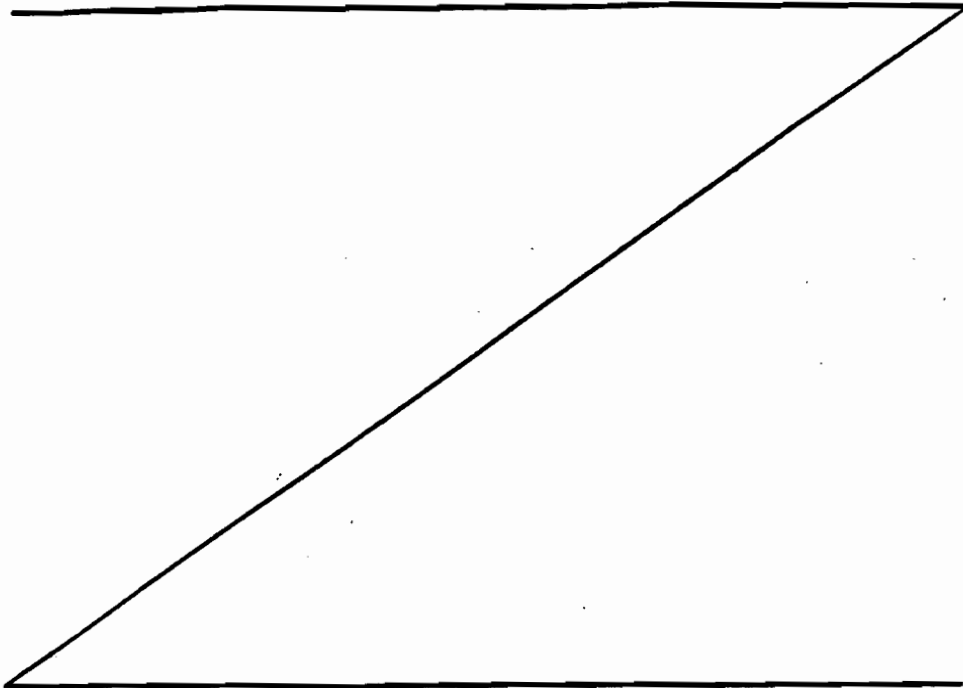
Provided, however, that as a condition precedent to the exercise of the rights reserved in Paragraphs 1 and 2, just compensation shall be paid to the Patentee for any of Patentee's improvements taken.

AND THE PATENTEE, for itself, its successors and assigns, covenants with the State of Hawaii, and its successors as follows:

A) The use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

B) The use of the land shall be in combination, consolidation, or otherwise with other abutting lands owned by the Patentee and shall be used in accordance with the appropriate zoning and subdivision ordinances of the City and of Honolulu.

C) Pursuant of Act 130, Session Laws of Hawaii 1993, the purpose of this conveyance to the Grantee is for consolidation into the Waiahole Agricultural Park.



**TO HAVE AND TO HOLD** said granted land unto the said

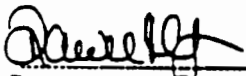
**HOUSING FINANCE AND DEVELOPMENT CORPORATION,**  
a public body and a body corporate and politic,

its successors and assigns forever, subject, however, to the reservations, conditions and covenants herein set forth.

*IN WITNESS WHEREOF, the State of Hawaii, by its Board of Land and Natural Resources, has caused the Seal of the Department of Land and Natural Resources to be hereunto affixed and this Patent to be duly executed this 31<sup>st</sup> day of December, 19 13.*

STATE OF HAWAII  
Board of Land and Natural Resources

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Attorney General

Dated: 11/7/94

By Keikū Ahe  
\_\_\_\_\_  
Chairperson and Member  
Board of Land and  
Natural Resources



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**September 22, 1994**

**C.S.F. No. 22,181**

**WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION**

**LOT A, PART 2**

**Waiahole, Koolaupoko, Oahu, Hawaii**

**Being a portion of the Government Land of Waiahole.**

**Being also a portion of Lot A of Waiahole Valley Agricultural Park  
and Residential Lots Subdivision.**

**Beginning at the northeast corner of this parcel of land and on the south  
side of Waiahole Homestead Road, the coordinates of said point of beginning referred  
to Government Survey Triangulation Station "PUU KAUI" being 1718.15 feet  
North and 539.14 feet West, thence running by azimuths measured clockwise from  
True South:-**


- 1. 4° 50' 29.87 feet along R.P. 2934, L.C.Aw. 8177, Ap. 2 to Hoopio;**
- 2. 275° 00' 66.00 feet along R.P. 2934, L.C.Aw. 8177, Ap. 2 to Hoopio;**
- 3. 4° 50' 105.60 feet along R.P. 1428, L.C.Aw. 7648, Ap. 2 to Kapule;**
- 4. 13° 24' 111.92 feet along Lot B of Waiahole Valley Agricultural Park and Residential Lots Subdivision;**
- 5. 105° 00' 538.02 feet along the remainder of the Government Land of Waiahole;**
- 6. 205° 53' 100.09 feet along Lot 123 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052;**

**EXHIBIT "A"**



7. 277° 35' 233.89 feet along R.P. 1584 and 2459, L.C.Aw. 10437 to Naaweawe;
8. 254° 00' 89.08 feet along R.P. 4985, L.C.Aw. 7576, Ap. 1 to Kalaloa;
9. 183° 00' 47.66 feet along R.P. 4985, L.C.Aw. 7576, Ap. 1 to Kalaloa;
10. 275° 00' 92.09 feet along R.P. 4842, L.C.Aw. 7558, Ap. 2 to Kaakau;
11. 289° 50' 34.14 feet along the south side of Waiahole Homestead Road to the point of beginning and containing an AREA OF 1.942 ACRES.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By:   
Joseph M. Matsuno  
Land Surveyor gm

Compiled from F.P. 2052,  
CSF's 8429, 21916 and other  
Govt. Survey Records.

TRUE NORTH

Scale: 1 inch = 100 feet

WAI AHOLE VALLEY AND RESIDENTIAL

File Plan

Lot 123

AGRICULTURAL PARK LOTS SUBDIVISION

2052

Lot 72

203°50' -  
106.00

377°52'  
56.12

R.P. 1584  
L.C.A.W. 10497

2nd 2492.  
to Naawawe

WAI AHOLE HOMESTEADS

ROAD

HOMESTEAD

WAI AHOLE

6995. L.C.A.W. 7876.  
to Kaitiob

R.P. 6842, L.C.A.W. 7588,  
Ap. 2 to Kakaou

1942 ACRES

LOTA, PART 1  
(CSP 22180)

178.15 N  
529.16 W  
"PUU KALUA" A Lot 122

R.P. 2034, L.C.A.W. 8177,  
Ap. 2 to Moopio

282°50'  
58.16  
6°50'  
29.87

60.99  
60.99  
60.99

13°24' - 111.92

6°50' - 109.60

R.P. 1428,  
L.C.A.W. 7648,  
Ap. 2 to Moopio

Lot B  
(CSP 21977)

Lot 121

Lot 120

Lot 119

WAI AHOLE VALLEY AGRICULTURAL PARK AND RESIDENTIAL LOTS SUBDIVISION

LOT A, PART 2

Waiahole, Koolau-poko, Oahu, Hawaii  
Scale: 1 inch = 100 feet

0-284(24)

AP 4-8-07:FOR 2

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

EXHIBIT "B"

JMM Sept. 22, 1954

NO. 22181

**Land Patent No.** 8-18,793

(Grant)  
Issued On

SALE PURSUANT TO SECTION 171-95(a)(1),  
HAWAII REVISED STATUTES AND  
ACT 330, SESSION LAWS OF HAWAII 1993

*By* **THIS PATENT** *The State of Hawaii, in conformity with the laws of the State of Hawaii relating to public lands and pursuant to the approval by the Board of Land and Natural Resources on* December 31, 1993

*makes known to all men that it does this day grant and confirm unto*

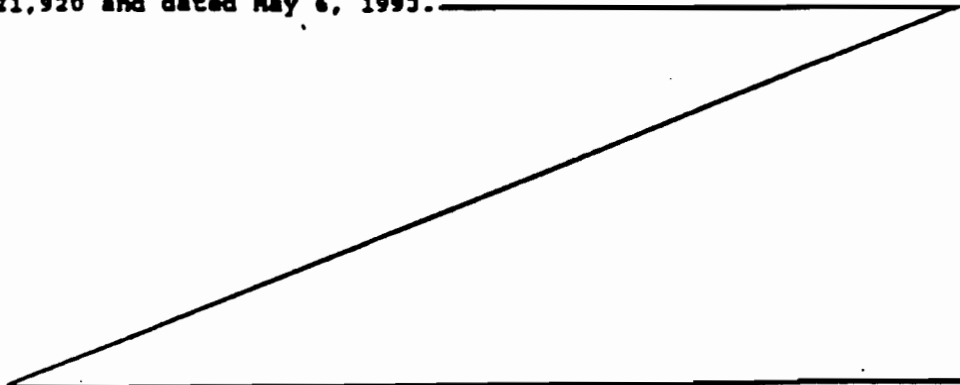
**HOUSING FINANCE AND DEVELOPMENT CORPORATION,**  
a public body and a body corporate and politic  
with perpetual existence

hereinafter referred to as the "Patentee,"

*for the consideration of* **FOR GOOD AND VALUABLE CONSIDERATION,**  
*the receipt whereof is hereby acknowledged,*

*all of the land situate at* Waiahole, Koolaupoko, Oahu, Hawaii, being designated "Waiahole Valley Agricultural Park and Residential Lots Subdivision" consisting of the following:

**LOT E,** containing an area of 3.058 acres, Subject, however, to a portion of Easement 23 (10 feet wide) for Waterline Purposes as designated on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052, containing an area of 1,153 square feet, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 21,920 and dated May 6, 1993.



**EXHIBIT "LC"**

LOT 122, containing an area of 2.543 acres, Subject, however, to Easement 37 for drainage purposes as shown on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052, more particularly described in Exhibit "C" and delineated on File Plan 2052 filed in the Office of the Bureau of Conveyances of the State of Hawaii. Exhibit "C" is attached hereto and made a part hereof, said exhibit being a survey description prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, being designated C.S.F. No. 21,867 and dated March 17, 1993.

LOT D, containing an area of 1.698 acres, Subject, however, to portion of Easement 35 and all of Easement 36 for drainage purposes as shown on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052, more particularly described in Exhibit "D" and delineated on Exhibit "G," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 21,919 and dated May 6, 1993.

LOT C, containing an area of 0.597 acres, Subject, however, to portion of Easement 35 for drainage purposes as designated on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052, more particularly described in Exhibit "E" and delineated on Exhibit "G," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 21,918 and dated May 6, 1993.

LOT E, containing an area of 1.425 acres, more particularly described in Exhibit "F" and delineated on Exhibit "G," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 21,917 and dated May 6, 1993.

LOT 121, containing an area of 3.500 acres, more particularly described in Exhibit "H" and delineated on File Plan 2052 filed in the Office of the Bureau of Conveyances of the State of Hawaii. Exhibit "H" is attached hereto and made a part hereof, said exhibit being a survey description prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, being designated C.S.F. No. 21,859 and dated March 4, 1993.

PORTION OF THE GOVERNMENT LAND OF WAIAHOLE, containing an area of 53.557 acres, more particularly described in Exhibit "I" and delineated on Exhibit "J," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 21,946 and dated May 25, 1993.

PORTION OF THE GOVERNMENT LAND OF WAIAHOLE, containing an area of 36.035 acres, more or less, more particularly described in Exhibit "K" and delineated on Exhibit "L," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 22,065 and dated February 10, 1994.

**RESERVING TO THE STATE OF HAWAII, ITS SUCCESSORS AND  
ASSIGNS, THE FOLLOWING:**

(1) All minerals as hereinafter defined, in, on or under the land and the right, on its own behalf or through persons authorized by it, to prospect for, mine, and remove these minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of these minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous, or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock, or other material suitable for use and used in general construction in furtherance of the Patentee's permitted activities on the land and not for sale to others. 4

(2) All surface and ground waters appurtenant to the land and the right on its own behalf or through persons authorized by it, to capture, divert, or impound the same and to occupy and use so much of the land as may be required in the exercise of this right reserved.

(3) All prehistoric and historic remains found in, on, or under the land.

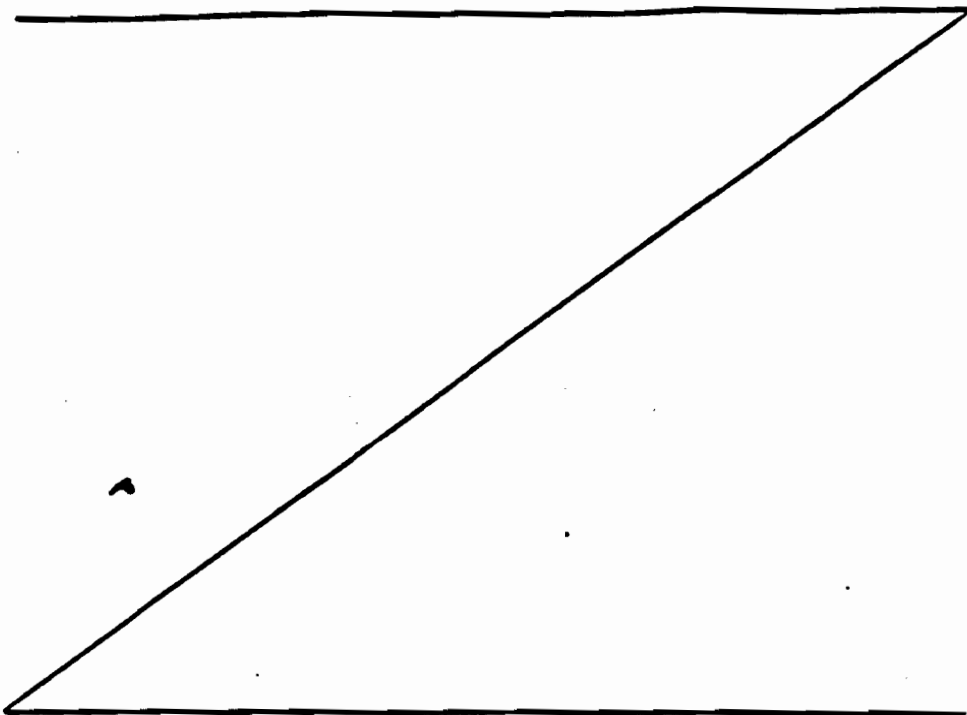
Provided, however, that as a condition precedent to the exercise of the rights reserved in Paragraphs 1 and 2, just compensation shall be paid to the Patentee for any of Patentee's improvements taken.

**AND THE PATENTEE, for itself, its successors and assigns, covenants with the State of Hawaii, and its successors as follows:**

A) The use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus) infection.

B) The use of the land shall be in combination, consolidation, or otherwise with other abutting lands owned by the Patentee and shall be used in accordance with the appropriate zoning and subdivision ordinances of the City and County of Honolulu.

C) Under Act 130, Session Laws of Hawaii 1993, the purpose of this act is to transfer title of the above-referenced parcels of land to the Patentee so that the lands may be consolidated into the Waiahole Agricultural Park.



**TO HAVE AND TO HOLD** said granted land unto the said

**HOUSING FINANCE AND DEVELOPMENT CORPORATION,  
a public body and a body corporate and politic  
with perpetual existence**

its successors and assigns forever, subject, however, to the  
reservations, conditions and covenants herein set forth.

*IN WITNESS WHEREOF, the State of Hawaii, by its Board of Land and  
Natural Resources, has caused the Seal of the Department of Land and Natural  
Resources to be hereunto affixed and this Patent to be duly executed this 30<sup>th</sup>  
day of September, 19 94.*

**STATE OF HAWAII  
Board of Land and Natural Resources**

**APPROVED AS TO FORM:**

*[Signature]*  
Deputy Attorney General  
Done September 26, 1994

By *[Signature]*  
Chairperson and Member  
Board of Land and  
Natural Resources  
JL



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

21,970

May 6, 1993

WAIHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT E

Waiahole, Koolapoko, Oahu, Hawaii

Being a portion of the Government Land of Waiahole.

Being also a portion of Lot 130 of Waiahole Valley Agricultural  
Park and Residential Lots Subdivision, File Plan 2052.

Beginning at a PK nail on CRM Wall at the northwest corner of this  
parcel of land, at the northeast corner of Lot 129 of Waiahole Valley Agricultural  
Park and Residential Lots Subdivision, File Plan 2052 and on the south side of  
Waiahole Homestead Road, the coordinates of said point of beginning referred to  
Government Survey Triangulation Station "PUU KAUAJ" being 1373.74 feet North  
and 1174.97 feet East, thence running by azimuths measured clockwise from True  
South:-

1. Along the south side of Waiahole Homestead Road on a curve to the right with a  
radius of 244.00 feet, the chord azimuth  
and distance being:  
261° 29'                      110.74 feet  
to a 1/2-inch pipe;
2. 277° 41' 50"                      49.56 feet along the south side of Waiahole  
Homestead Road to a 1/2-inch pipe;
3. 3° 10"                              252.83 feet along Lot 131 of Waiahole Valley  
Agricultural Park and Residential Lots  
Subdivision, File Plan 2052 to a 1/2-inch  
pipe;

4. 266° 20' 224.10 feet along Lot 131 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 to a 1/2-inch pipe;
5. 162° 40' 251.55 feet along Lot 131 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 to a 1/2-inch pipe;
6. Thence along the south side of Waiahole Homestead Road on a curve to the left with a radius of 172.00 feet, the chord azimuth and distance being:  
243° 29' 29" 36.50 feet  
to a 1/2-inch pipe;
7. 237° 24' 40.17 feet along the south side of Waiahole Homestead Road to a PK nail;
8. Thence along the south side of the intersection of Waiahole Homestead Road and Kamehameha Highway on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:  
277° 46' 56" 38.87 feet  
to a 1/2-inch pipe;
9. Thence along the south side of Kamehameha Highway on a curve to the left with a radius of 294.00 feet, the chord azimuth and distance being:  
311° 20' 18" 69.89 feet  
to a 1/2-inch pipe;
10. 12° 30' 182.94 feet along R.P.s 1582 and 2444, L.C.Aw. 9959, Ap. 2 to Lumai to a 1/2-inch pipe;
11. 282° 00' 339.20 feet along R.P.s 1582 and 2444, L.C.Aw. 9959, Ap. 2 to Lumai and R.P. 2445, L.C.Aw. 10227 to Moo 1 to a 3/4-inch pipe;
12. 79° 30' 178.20 feet along R.P.s 1581 and 2536, L.C.Aw. 7570, Ap. 2 to Kauhikapaka to a 1/2-inch pipe;
13. 82° 42' 140.39 feet along the remainder of the Government Land of Waiahole to a 1/2-inch pipe;



14. 72° 28' 304.00 feet along the remainder of the Government Land of Waiahole to a 1/2-inch pipe;
15. 113° 30' 143.00 feet along the remainder of the Government Land of Waiahole to a 1/2-inch pipe;
16. 178° 42' 30" 335.80 feet along Lot 129 of Waiahole Valley Agricultural Park and Residential Subdivision, File Plan 2052 to the point of beginning and containing an AREA OF 3.058 ACRES.

Subject, however, to a portion of Easement 23 (10 feet wide) for Waterline Purposes as designated on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 and more particularly described as follows:-

Beginning at the west corner of this easement and on the south side of Waiahole Homestead Road, the true azimuth and distance from the end of Course 6 of the above-described Lot E being 237° 24' 36.72 feet, thence running by azimuths measured clockwise from True South:-

1. 237° 24' 3.45 feet along the south side of Waiahole Homestead Road;
2. Thence along the south side of the intersection of Waiahole Homestead Road and Kamehameha Highway on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:  
243° 46' 43" 6.67 feet;
3. Thence on a curve to the left with a radius of 314.00 feet, the chord azimuth and distance being:  
313° 08' 44" 110.14 feet;
4. 12° 30' 10.66 feet along R.P.s 1582 and 2444, L.C.Aw. 9959, Apana 2 to Lumai;

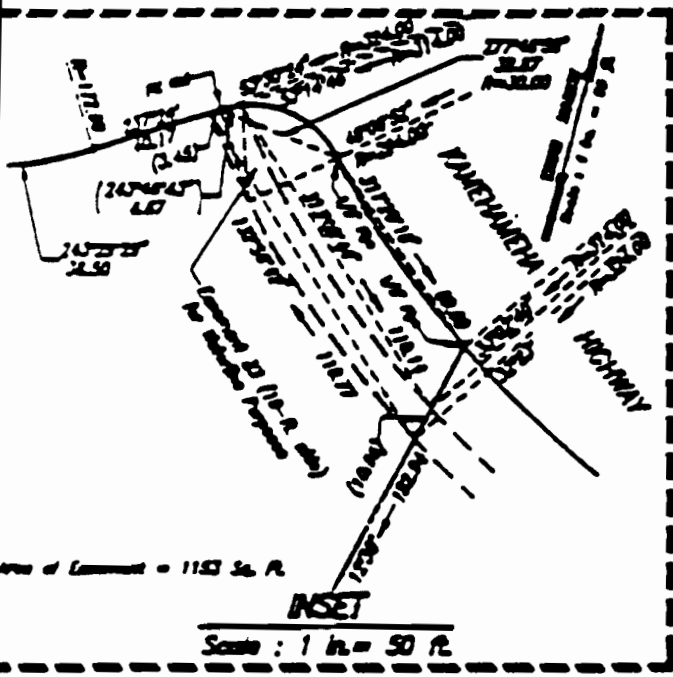
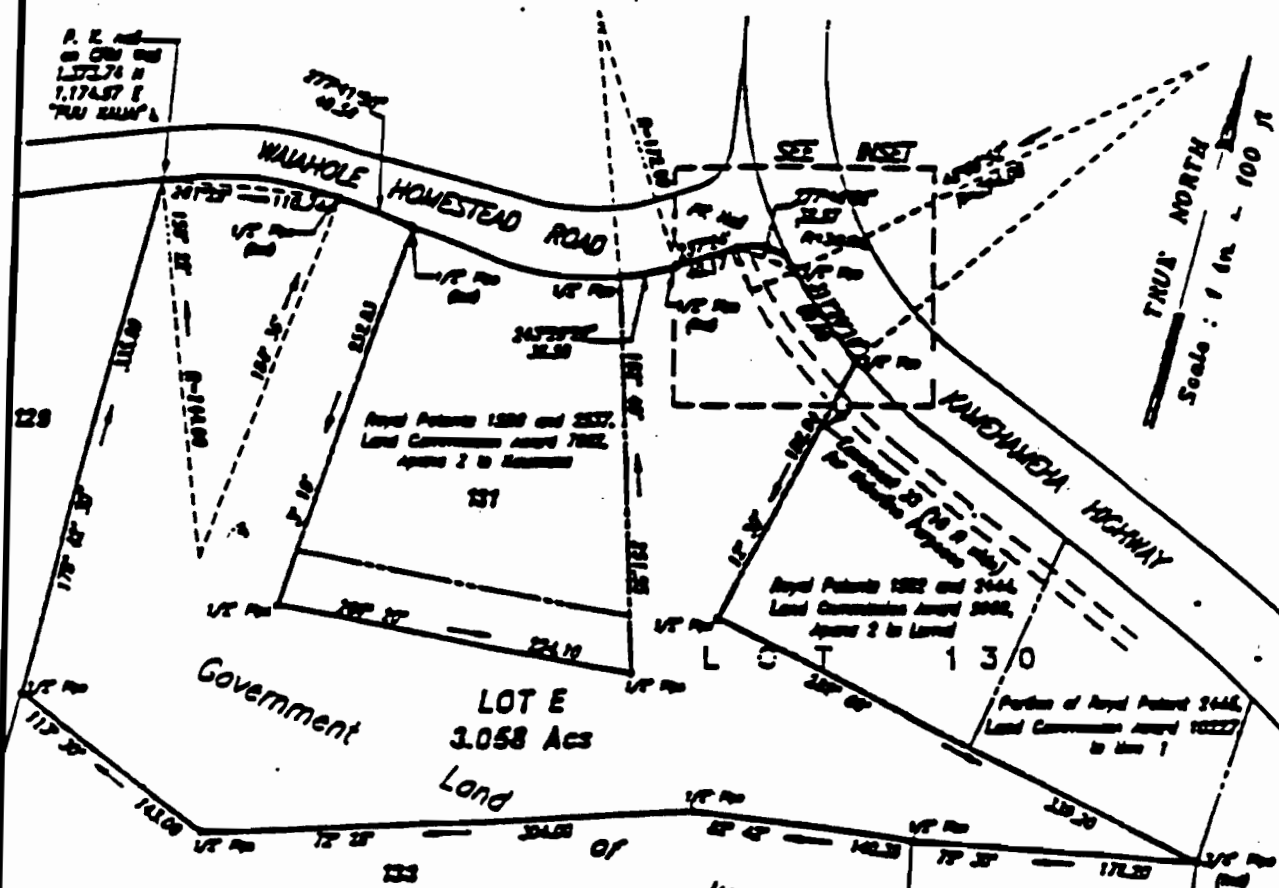
5. Thence on a curve to the right with a radius of 324.00 feet, the chord azimuth and distance being:  
132° 56' 42" 118.77 feet  
to the point of beginning and containing an  
AREA OF 1153 SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Lawrence T. Murakami  
Lawrence T. Murakami  
Land Surveyor gtm

Compiled from survey and  
data provided by ESH, Inc.,  
File Plan 2052 and Govt.  
Survey Records.

P. E. No. 10  
ON G.M. No.  
1,174.74 N  
1,174.57 E  
"TRU NORTH"



REDUCED  
NOT TO SCALE

WAIHAOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION  
LOT E  
WAIHAOLE, KOOLAUPOKO, OAHU, HAWAII  
SCALE 1 INCH = 100 FEET

JOB 0-4 (32)  
C. B. 124 CT. 4-E. O.H.U.



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

21.867

March 17, 1993

WAIAHOLE VALLEY AGRICULTURAL  
PARK AND RESIDENTIAL LOTS SUBDIVISION  
LOT 129

Waiahole, Koolau, Oahu, Hawaii

Being a portion of the Government Land of Waiahole.

A

Being also all of Lot 129 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 filed in the Office of the Bureau of Conveyances of the State of Hawaii and containing an AREA OF 2.543 ACRES.

Lot 129 is subject, however, to Easement 37 for drainage purposes as shown on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By Lawrence T. Murakami  
Lawrence T. Murakami  
Land Surveyor

gms

Compiled from File Plan 2052  
and Govt. Survey Records.  
TMK: 4-8-07:19

EXHIBIT "C"



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

MEMORANDUM

S.S.P. 71,919

May 6, 1993

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT D

Waiahole, Koolampoko, Oahu, Hawaii

Being a portion of the Government Land of Waiahole.

Being also portions of Lots 125 and 126 of Waiahole Valley  
Agricultural Park and Residential Lots Subdivision, File Plan 2052.

Beginning at the northwest corner of this parcel of land, at the  
northeast corner of Lot C of Waiahole Valley Agricultural Park and Residential Lots  
Subdivision, and on the south side of Waiahole Homestead Road, the coordinates of  
said point of beginning referred to Government Survey Triangulation Station  
"PUU KAUIA" being 1509.24 feet North and 46.06 feet West, thence running by  
azimuths measured clockwise from True South:-

1. 287° 01'                      50.07 feet along the south side of Waiahole  
Homestead Road;
2. Thence along the south side of Waiahole Homestead Road on a curve to the right  
with a radius of 234.00 feet, the chord  
azimuth and distance being:  
295° 00'                      65.00 feet;
3. 302° 59'                      133.00 feet along the south side of Waiahole  
Homestead Road;
4. Thence along the south side of Waiahole Homestead Road on a curve to the left  
with a radius of 266.00 feet, the chord  
azimuth and distance being:  
290° 18' 05"                  116.79 feet;
5. 18° 05'                      198.53 feet along Lot 127 of Waiahole Valley  
Agricultural Park and Residential Lots  
Subdivision, File Plan 2052;

- 6. 114° 46' 384.76 feet along the remainder of the Government Land of Waiahole;
- 7. 185° 10' 6.42 feet along Lot C of Waiahole Valley Agricultural Park and Residential Lots Subdivision;
- 8. 191° 51' 39.80 feet along Lot C of Waiahole Valley Agricultural Park and Residential Lots Subdivision;
- 9. 215° 25' 98.00 feet along Lot C of Waiahole Valley Agricultural Park and Residential Lots Subdivision;
- 10. 197° 01' 60.00 feet along Lot C of Waiahole Valley Agricultural Park and Residential Lots Subdivision to the point of beginning and containing an AREA OF 1.698 ACRES..

Subject, however, to portion of Easement 35 and all of Easement 36 for Drainage Purposes as designated on Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052.

SURVEY DIVISION  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
 STATE OF HAWAII

By Lawrence T. Murakami  
 Lawrence T. Murakami  
 Land Surveyor

Compiled from survey and data provided by ESE, Inc., File Plan 2052 and Govt. Survey Records.



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

21.918

May 6, 1993

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT C

Waiahole, Koolaupele, Oahu, Hawaii

Being a portion of the Government Land of Waiahole.

Being also portions of Lots 125 and 126 of Waiahole Valley  
Agricultural Park and Residential Lots Subdivision, File Plan 2052.

Beginning at the northeast corner of this parcel of land, at the  
northwest corner of Lot D of Waiahole Valley Agricultural Park and Residential Lots  
Subdivision, and on the south side of Waiahole Homestead Road, the coordinates of  
said point of beginning referred to Government Survey Triangulation Station  
"PUU KAUIA" being 1509.24 feet North and 46.06 feet West, thence running by  
azimuths measured clockwise from True South:-

- |    |          |   |
|----|----------|---|
| 1. | 17° 01'  | 60.00 feet along Lot D of Waiahole Valley<br>Agricultural Park and Residential Lots<br>Subdivision; |
| 2. | 35° 25'  | 98.00 feet along Lot D of Waiahole Valley<br>Agricultural Park and Residential Lots<br>Subdivision; |
| 3. | 11° 51'  | 39.80 feet along Lot D of Waiahole Valley<br>Agricultural Park and Residential Lots<br>Subdivision; |
| 4. | 3° 10'   | 6.42 feet along Lot D of Waiahole Valley<br>Agricultural Park and Residential Lots<br>Subdivision;  |
| 5. | 114° 46' | 169.74 feet along the remainder of the Government<br>Land of Waiahole;                              |







STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

21,917

May 6, 1993

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT B

Waiahole, Koolaupele, Oahu, Hawaii

Being a portion of the Government Land of Waiahole.

Being also a portion of Lot 125 of Waiahole Valley Agricultural  
Park and Residential Lots Subdivision, File Plan 2052.

Beginning at the north corner of this parcel of land and on the south  
side of Waiahole Homestead Road, the coordinates of said point of beginning referred  
to Government Survey Triangulation Station "PUU KAUA" being 1681.24 feet  
North and 370.05 feet West, thence running by azimuths measured clockwise from  
True South:-

1. 279° 44'                      106.40 feet along the south side of Waiahole  
Homestead Road;
2. Thence along the south side of Waiahole Homestead Road on a curve to the right  
with a radius of 134.00 feet, the chord  
azimuth and distance being:  
301° 02'                      97.35 feet;
3. 322° 20'                      50.59 feet along the south side of Waiahole  
Homestead Road;
4. Thence along the south side of Waiahole Homestead Road on a curve to the left  
with a radius of 166.00 feet, the chord  
azimuth and distance being:  
316° 59' 17"                30.93 feet;
5. 45° 19'                        217.07 feet along Lot C of Waiahole Valley  
Agricultural Park and Residential Lots  
Subdivision;

6. 116° 46' 57.14 feet along the remainder of the Government Land of Waiahole;
7. 105° 00' 180.94 feet along the remainder of the Government Land of Waiahole;
8. 193° 24' 111.92 feet along Lot A of Waiahole Valley Agricultural Park and Residential Lots Subdivision;
9. 275° 00' 105.60 feet along R.P. 1428, L.C.Aw. 7648, Ap. 2 to Kapule;
10. 184° 50' 113.44 feet along R.P. 1428, L.C.Aw. 7648, Ap. 2 to Kapule and R.P. 2934, L.C.Aw. 8177, Ap. 2 to Hoopio to the point of beginning and containing an AREA OF 1.425 ACRES.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By Lawrence T. Murakami  
Lawrence T. Murakami  
Land Surveyor gm

Compiled from survey and  
data provided by ESH, Inc.,  
File Plan 2052 and Govt.  
Survey Records.





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

**21.859**

**March 4, 1993**

**WAIAHOLE VALLEY AGRICULTURAL  
PARK AND RESIDENTIAL LOTS SUBDIVISION  
LOT 123**

**Waiahole, Koolaha, Oahu, Hawaii**

**Being a portion of the Government Land of Waiahole.**

**Being also all of Lot 123 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 filed in the Office of the Bureau of Conveyances of the State of Hawaii and containing an AREA OF 3.500 ACRES.**

**SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII**

**By Lawrence T. Murakami  
Lawrence T. Murakami  
Land Surveyor** gm

**Compiled from File Plan 2052  
and Govt. Survey Records.  
TMK: 4-8-07:10**

**EXHIBIT "H"**



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

**C.S.P. 71,946**

**May 25, 1993**

**PORTION OF THE GOVERNMENT LAND  
OF WAIAHOLE**

**Waiahole, Koolapoko, Oahu, Hawaii**

**Being portions of Lots 1 and 2 of Waiahole Homesteads.**

Beginning at the north corner of this parcel of land, at the northwest corner of Lot 123 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 and on the south side of Waiahole Homestead Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU KAUIA" being 1698.69 feet North and 1747.89 feet West, thence running by azimuths measured clockwise from True South:-

1. 351° 10' 200.00 feet along Lot 123 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052;
2. 261° 10' 695.00 feet along Lot 123 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052;
3. 285° 00' 718.96 feet along Lots 124 and 125 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052;
4. 294° 46' 611.64 feet along Lots 125 and 126 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052;
5. 18° 05' 662.50 feet along Lots 128 and 133 of Waiahole Valley Agricultural Park and Residential Lots Subdivision, File Plan 2052 to a 2-inch pipe;
6. 99° 30' 798.00 feet along Waiahole Forest Reserve, Governor's Proclamation dated December 23, 1932 to a 2-inch pipe;

7. 111° 28' 643.00 feet along Waiahole Forest Reserve,  
Governor's Proclamation dated  
December 23, 1932 as a 3/4-inch pipe;
8. 63° 31' 30" 797.50 feet along Waiahole Forest Reserve,  
Governor's Proclamation dated  
December 23, 1932 as a 2-inch pipe;
9. 36° 48' 30" 349.15 feet along Waiahole Forest Reserve,  
Governor's Proclamation dated  
December 23, 1932;

Thence along the top of ridge along Lot 3 of Waiahole Homesteads for the next twenty-three (23) courses, the direct azimuth and distances between points on said top of ridge being:

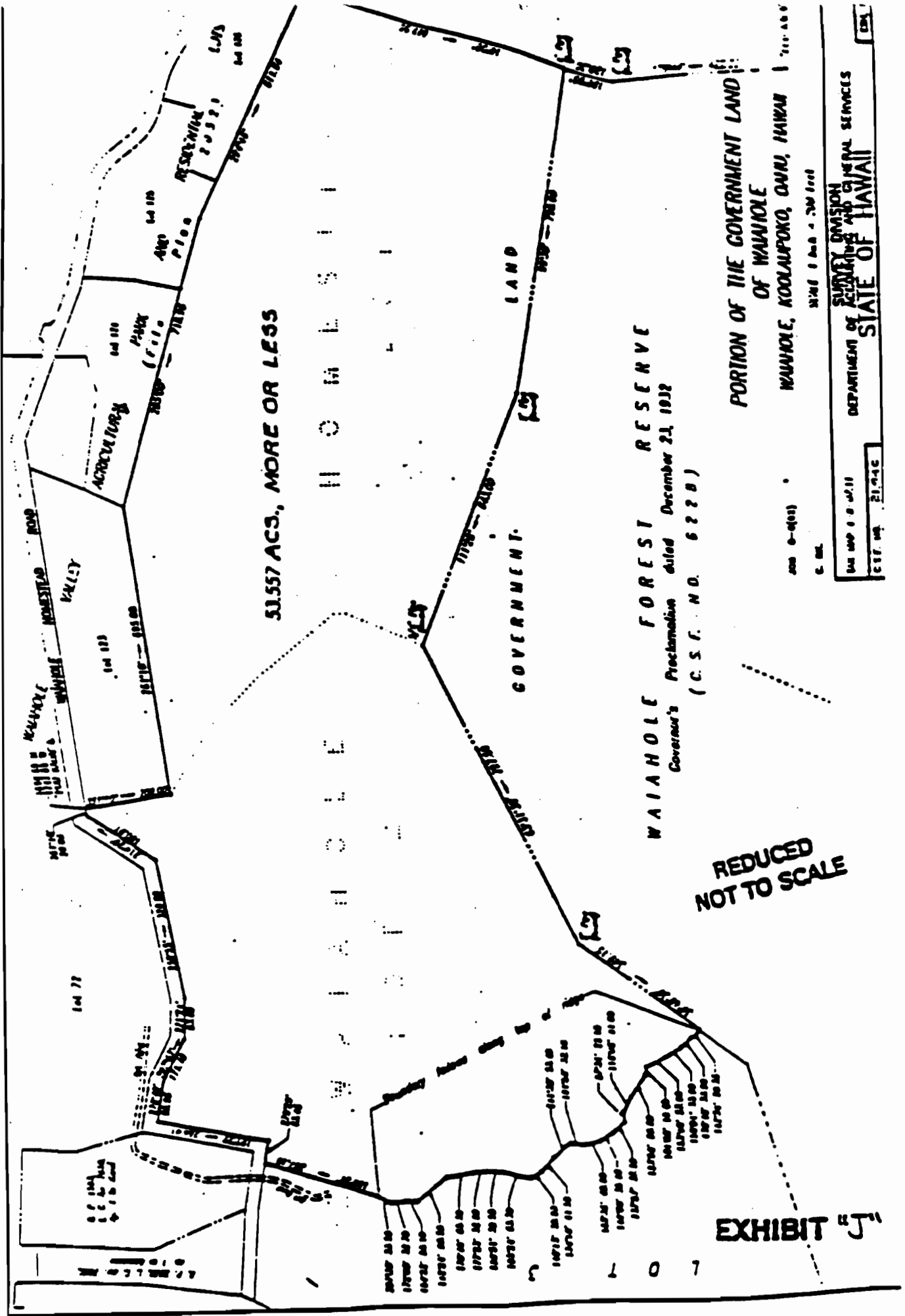
10.	142° 34'	29.35 feet;
11.	138° 48'	33.90 feet;
12.	150° 01'	33.90 feet;
13.	153° 40'	57.90 feet;
14.	101° 08'	19.40 feet;
15.	123° 58'	60.60 feet;
16.	116° 06'	41.00 feet;
17.	87° 31'	22.10 feet;
18.	137° 57'	37.50 feet;
19.	149° 00'	35.40 feet;
20.	165° 36'	40.80 feet;
21.	191° 58'	32.10 feet;
22.	141° 30'	53.40 feet;
23.	134° 19'	41.50 feet;
24.	149° 13'	30.90 feet;
25.	195° 24'	63.30 feet;
26.	186° 51'	39.50 feet;
27.	177° 23'	32.80 feet;

28.	170°	49'	65.30 feet;
29.	142°	24'	90.50 feet;
30.	184°	22'	28.10 feet;
31.	172°	00'	32.70 feet;
32.	207°	30'	33.50 feet;
33.	198°	26'	267.10 feet along Lot 3 of Waiahole Homesteads;
34.	279°	29'	43.46 feet along the south side of Waiahole Homestead Road;
35.	191°	29'	264.41 feet along the west side of Waiahole Homestead Road;
36.	278°	40'	95.95 feet along the south side of Waiahole Homestead Road;
37.	297°	43'	111.48 feet along the south side of Waiahole Homestead Road;
38.	271°	24'	93.09 feet along the south side of Waiahole Homestead Road;
39.	258°	55'	328.08 feet along the south side of Waiahole Homestead Road;
40.	214°	20'	190.91 feet along the southeast side of Waiahole Homestead Road;
41.	261°	10'	20.00 feet along the south side of Waiahole Homestead Road to the point of beginning and containing an AREA OF 53.557 ACRES, MORE OR LESS.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Lawrence T. Murakami  
Lawrence T. Murakami  
Land Surveyor gm

Compiled from survey and data provided by ESH, Inc., File Plan 2052, CSFs 6228 and 6212 and Govt. Survey Records.



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
SURVEY DIVISION  
OFFICE OF THE SURVEYOR  
2154 C  
HONOLULU, HAWAII





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

February 10, 1994

C.S.P. No. 22.065

MEMORANDUM

PORTION OF THE GOVERNMENT LAND OF WAIAHOLE

Waiahole, Koolaupeka, Oahu, Hawaii

Being portions of Lots 3 and 4 of Waiahole Homesteads.

Beginning at the northeast corner of this parcel of land and on the south side of Waiahole Homestead Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU KAUI" being 1291.53 feet North and 2579.40 feet West, thence running by azimuths measured clockwise from True South:-

- 1. 18° 26' 267.10 feet along the remainder of the Government Land of Waiahole to the top of ridge;

Thence along the top of ridge, along the remainder of the Government Land of Waiahole for the next twenty three (23) courses, the direct azimuths and distances between points on said top of ridge being:

- 2. 27° 30' 33.50 feet;
- 3. 152° 00' 32.70 feet;
- 4. 4° 22' 28.10 feet;
- 5. 322° 24' 90.50 feet;
- 6. 150° 49' 65.30 feet;
- 7. 157° 23' 32.80 feet;
- 8. 6° 51' 39.50 feet;
- 9. 15° 24' 63.30 feet;
- 10. 329° 13' 30.90 feet;
- 11. 314° 19' 41.50 feet;

12.	321° 30'	53.40 feet;
13.	11° 58'	32.10 feet;
14.	345° 36'	40.80 feet;
15.	329° 00'	35.40 feet;
16.	317° 57'	37.90 feet;
17.	267° 31'	22.10 feet;
18.	296° 06'	41.00 feet;
19.	303° 58'	60.60 feet;
20.	281° 08'	19.40 feet;
21.	333° 40'	57.90 feet;
22.	330° 01'	33.90 feet;
23.	318° 48'	33.90 feet;
24.	322° 34'	29.35 feet;
25.	36° 48' 30"	138.25 feet along Waiahole Forest Reserve, Governor's Proclamation dated December 23, 1932;
26.	73° 55'	928.60 feet along Waiahole Forest Reserve, Governor's Proclamation dated December 23, 1932;
27.	118° 20' 30"	524.50 feet along Waiahole Forest Reserve, Governor's Proclamation dated December 23, 1932;
28.	199° 21'	214.00 feet along Grant 7886 to L. L. McCandless;
29.	154° 55'	717.10 feet along Grant 7886 to L. L. McCandless;
30.	244° 40'	252.10 feet along R.P. 2133, L.C.Aw. 10,231, Ap. 1 to Mahina;
31.	241° 00'	423.30 feet along Grant 10,648 to L. L. McCandless;
32.	266° 44'	379.50 feet along R.P. 7592, L.C.Aw. 8830 to Makakohou;
33.	279° 26'	103.40 feet along R.P. 2933, L.C.Aw. 10,230, Ap. 1 to Maikahalou;

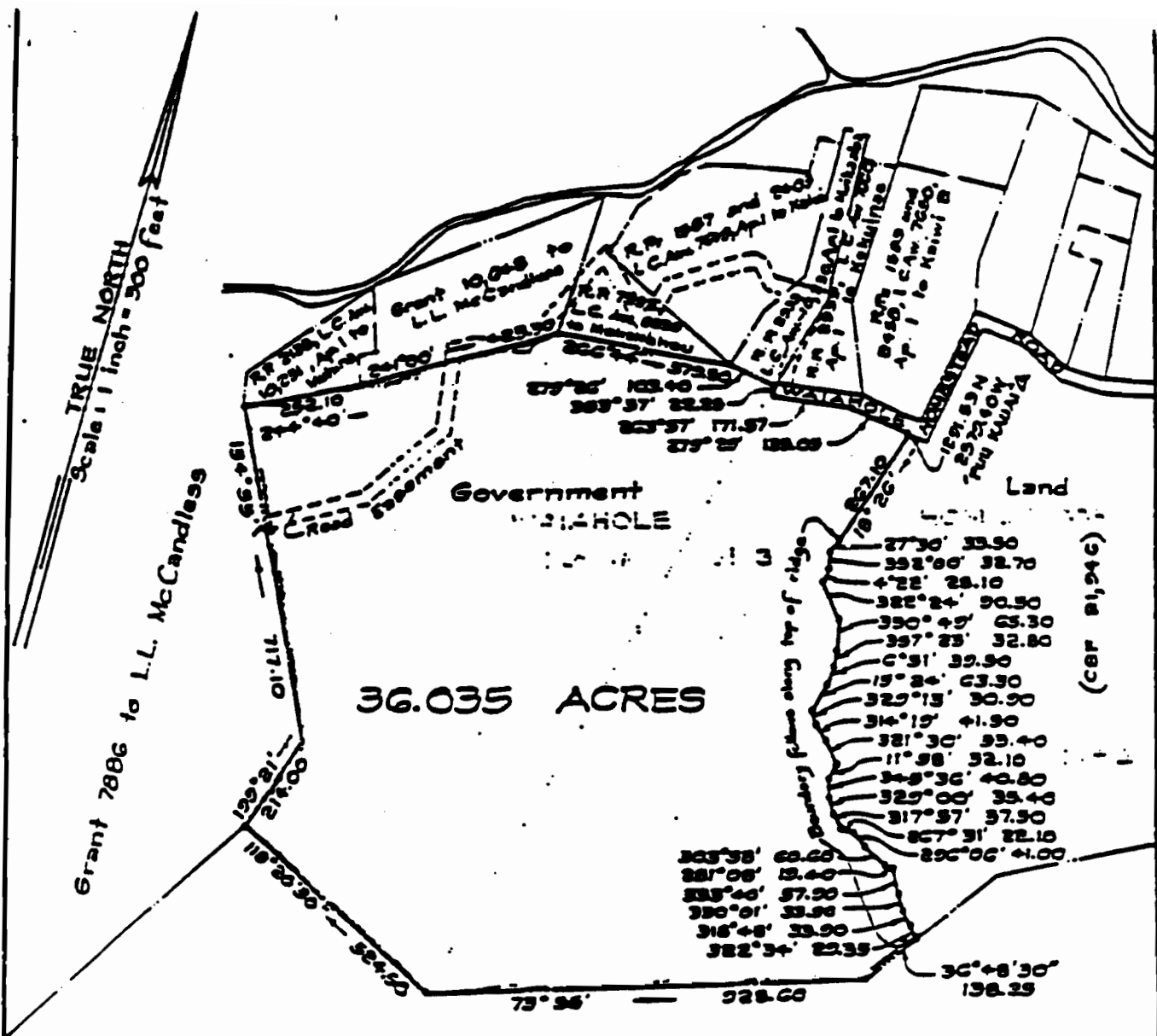
34. 153° 57' 22.28 feet along the west end of Waiahole Homestead Road;
35. 263° 57' 171.57 feet along the south side of Waiahole Homestead Road;
36. 279° 29' 135.05 feet along the south side of Waiahole Homestead Road to the point of beginning and containing an AREA OF 36.035 ACRES, MORE OR LESS.

Reserving, however, to the State of Hawaii its successors and assigns a Road Easement over and across the above-described Portion of the Government Land of Waiahole as shown on plan attached hereto and made a part hereof.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Joseph M. Mazzoni  
Joseph M. Mazzoni  
Land Surveyor gm

Compiled from CSF 21,946,  
R. M. 4081 and other Govt.  
Survey Records.



WAIAHOLE FOREST RESERVE  
Governor's Proclamation dated December 23, 1932  
(CSF 6228)

PORTION OF THE GOVERNMENT LAND  
OF WAIAHOLE

Waiahole, Koolaupoko, Oahu, Hawaii

Scale: 1 inch = 300 feet

28. 525 (99)  
C. B.

TAX MAP -- 6-07:03

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

EXHIBIT "L"

CSF. No. 22, 065

JFA Feb. 10, 1934

RECORDED AS FOLLOWS  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE DEC 13 1994 TIME 10:30 AM

DOCUMENT NO. 94-203797

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup (X) To:

DEPT. OF LAND AND NATURAL RESOURCES  
LAND MANAGEMENT DIVISION

DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective as of the 31<sup>st</sup> day of December, 1993, the STATE OF HAWAII, hereinafter referred to as the "Grantor," by its Board of Land and Natural Resources, acting pursuant to Act 330, Session Laws of Hawaii 1993 and Section 171-95, Hawaii Revised Statutes, for good and valuable consideration, paid to and at the Department of Land and Natural Resources by the HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic, whose address is 677 Queen Street, Suite 300, Honolulu, Hawaii 96813, hereinafter referred to as the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, that certain parcel of land situate at Waiahole, Koolaupeko, Oahu, Hawaii, described as "Waiahole Valley Agricultural Park and Residential Lots Subdivision Lot A, Part 1," being a portion of Royal Patent 4842, Land Commission Award 7558, Apana 2 to Kaakau conveyed to the Territory of Hawaii by L. L. McCandless by deed dated August 19, 1938 and recorded in Liber 1455, Pages 246-284 (Land Office Deed 9990), being also a portion of Lot A of Waiahole Agricultural Park and Residential Lots Subdivision, containing an area of 0.026 acre, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof,

DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF LAND MANAGEMENT

EXHIBIT "I-D"

said exhibits being respectively, a survey description and survey map designated C.S.F. No. 22,180 and dated September 22, 1994, prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii.

**RESERVING TO THE STATE OF HAWAII, ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING:**

1. All minerals as hereinafter defined, in, on or under the land and the right, on its own behalf or through persons authorized by it, to prospect for, mine, and remove these minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of these minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous, or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock, or other material suitable for use and used in general construction in furtherance of the Grantee's permitted activities on the land and not for sale to others.

2. All surface and ground waters appurtenant to the land and the right on its own behalf or through persons authorized by it, to capture, divert, or impound the same and to occupy and use so much of the land as may be required in the exercise of this right reserved.

3. All prehistoric and historic remains found in, on, or under the land.

Provided, however, that as a condition precedent to the exercise of the rights reserved in Paragraphs 1 and 2, just compensation shall be paid to the Grantee for any of Grantee's improvements taken.

AND the Grantee, for itself, its successors and assigns, covenants with the Grantor and its successors as follows:

1. The use and enjoyment of the land conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

2. The use of the land shall be in combination, consolidation, or otherwise with other abutting lands owned by the Grantee and shall be used in accordance with the appropriate zoning and subdivision ordinances of the City and County of Honolulu.

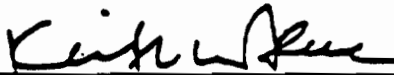
3. Pursuant to Act 330, Session Laws of Hawaii 1993, the purpose of this conveyance to the Grantee is for consolidation into the Waiahole Agricultural Park.

TO HAVE AND TO HOLD the same together with all of the rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining or held and enjoyed therewith in fee simple unto said HOUSING FINANCE AND DEVELOPMENT CORPORATION, its successors and assigns, forever, except as aforesaid.

IN WITNESS WHEREOF, the STATE OF HAWAII, the Grantor herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 9<sup>th</sup> day of December, 1994, and HOUSING FINANCE AND DEVELOPMENT CORPORATION, the Grantee herein, has caused these presents to be executed this 1<sup>st</sup> day of December, 1994, both effective as of the day, month, and year first above written.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on August 27, 1993.

By   
Chairperson and Member  
Board of Land and  
Natural Resources  
54  
GRANTOR

HOUSING FINANCE AND DEVELOPMENT CORPORATION

APPROVED AS TO FORM:

  
Deputy Attorney General

By   
EXECUTIVE DIRECTOR  
GRANTEE

Dated: 11/7/94

13315

ACKNOWLEDGEMENT

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

On this 1st day of December, 1994, before me appeared Joseph K. Conant, personally known to me, who, being by me duly sworn, did say that he is the Executive Director of HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii, and that the seal affixed to the foregoing instrument is the corporate seal of said HOUSING FINANCE AND DEVELOPMENT CORPORATION, and that the instrument was signed and sealed on behalf of said HOUSING FINANCE AND DEVELOPMENT CORPORATION by authority of its Directors, and the said Joseph K. Conant acknowledged said instrument to be the free act and deed of said HOUSING FINANCE AND DEVELOPMENT CORPORATION.

LS

*Elaine Melnik*

Notary Public, State of Hawaii

My commission expires: 9-29-97





STATE OF HAWAII

SURVEY DIVISION  
DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

September 22, 1994

22,180

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT A, PART 1

Waiahole, Koolau, Oahu, Hawaii

Being a portion of Royal Patent 4842, Land Commission Award  
A 7558, Apena 2 to Kakaia conveyed to the Territory of Hawaii by  
L. L. McCandless by deed dated August 19, 1938 and recorded in  
Liber 1455, Pages 246-284 (Land Office Deed 5990).

Being also a portion of Lot A of Waiahole Agricultural Park and  
Residential Lots Subdivision.

Beginning at the northwest corner of this parcel of land and on the  
south side of Waiahole Homestead Road, the coordinates of said point of beginning  
referred to Government Survey Triangulation Station "PUU KAUAI" being 1763.72  
feet North and 665.47 feet West, thence running by azimuths measured clockwise  
from True South:-

- 1. 289° 50'                      96.16 feet along the south side of Waiahole  
Homestead Road;
- 2. 95° 00'                      92.09 feet along Lot A, Part 2 of Waiahole  
Agricultural Park and Residential Lots  
Subdivision;
- 3. 183° 00'                      24.63 feet along R.P. 4985, L.C. Aw. 7576, Ap. 1 to  
Kakaloa to the point of beginning and  
containing an AREA OF 0.026 ACRE.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: *Joseph M. Matsumoto*  
Joseph M. Matsumoto  
Land Surveyor

Compiled from F.P. 2052,  
CSP's 8429, 21916 and other  
Govt. Survey Records.

5<sup>TH</sup>  
EXHIBIT "A"

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

File Plan 2082

Lot 122

R.P. 4985.  
10

Scale: 1 inch = 20 feet  
TRUE NORTH

WAIAHOLE

HOMESTEAD

ROAD

1783.72 N.  
682.67 W.  
"PUU KAUA" Δ

289°50' — 96.12

R.P. 4862, L.C. AW. 7556, AP. 2  
to Keolu

92.09

95°00'

0.026 ACRE

Deed: L.L. McCandless to the Territory  
of Hawaii dated August 15, 1879 and  
recorded in Liber 1433, Pages 246-284  
(L.C.D. 5790) (C.S.F. 8429)

18300' - 2463  
L.C. AW. 7576, AP. 1  
Keolu

LOT A, PART 2  
(C.S.F. 22181)

Government

Land

WAIAHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION

LOT A, PART 1

Waiahole, Koolaupeko, Oahu, Hawaii

Scale: 1 inch = 20 feet

DB 0-264(94)

C. M.

TRM 100 6-9-07

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

EXHIBIT "B"

C.S.F. NO. 22180

Jan 1 Sept 22, 1994

**Exhibit 2**

**WAI AHOLE VALLEY AGRICULTURAL PARK  
AND RESIDENTIAL LOTS SUBDIVISION**

**SUMMARY OF LOTS**

Lot No.	Gross Area	File Plan		Land Court			Type of Lot
		Lot No.	Area	Lot No.	Area	L.C. App.	
1	45.275 Ac	1	7.773 Ac				Agricultural
				9	22.736 Ac	72	
				13	14.766 Ac	70	
2	1.000 Ac			8	29,841 sf	72	Residential
				9	13,720 sf	70	
3	1.000 Ac			10	1.000 Ac	70	Residential
4	4.806 Ac			11	4.806 Ac	70	Agricultural
5	1.000 Ac			12	1.000 Ac	70	Residential
6	4.032 Ac	2	1.924 Ac				Agricultural
				20	2.108 Ac	69	
7	1.000 Ac	3	12,611 sf				Residential
				10	30,951 sf	69	
8	1.000 Ac			11	1.000 Ac	69	Residential
9	1.000 Ac			12	1.000 Ac	69	Residential
10	2.953 Ac			12	2.953 Ac	69	Agricultural
11	4.564 Ac	102	4.564 Ac				Agricultural
12	18,424 sf	103	18,424 sf				Residential
13	32,585 sf	101	32,548 sf				Residential
				15	37 sf	69	
14	15,034 sf	99	15,034 sf				Residential
15	7.864 sf	97	7,162 sf				Residential
				16	702 sf	69	
16	9.963 sf	96	636 sf				Residential
				98	357 sf		
				100	321 sf		
				14	8,649 sf	69	
17	1.438 Ac	95	159 sf				Residential
				17	1.434 Ac	69	
18	22,283 sf			18	22,283 sf	69	Residential
19	23,434 sf			19	23,434 sf	69	Residential
20	33.689 sf	4	3.288 sf				Residential
				140	68 sf		
				22	30,333 sf	69	

Lot No.	Gross Area	File Plan		Land Court			Type of Lot
		Lot No.	Area	Lot No.	Area	L.C. App.	
21	12,513 sf	141	9,311				Residential
				23	277 sf	69	
				24	3,026 sf	69	
22	18,775 sf	5	3,592 sf				Residential
		142	344 sf				
				26	14,839 sf	69	
23	7,501 sf	6	6,876 sf				Residential
				25	625 sf	69	
24	7,500	7	7,500 sf				Residential
25	1.003 Ac	8	43,646 sf				Residential
				21	41 sf	69	
26	7,573 sf	9	7,573 sf				Residential
27	7,500 sf	10	7,500 sf				Residential
28	7,500 sf	11	7,500 sf				Residential
29	7,500 sf	12	7,500 sf				Residential
30	7,500 sf	13	7,500 sf				Residential
31	31,094 sf	14	31,094 sf				Residential
32	3.407 Ac	15	2.85 Ac				Agricultural
				14	0.557 Ac	69	
33	12.796 Ac	16	11.274 Ac				Agricultural
				10	19,681 sf	72	
				15	12,085 Ac	70	
34	22,629 sf	17	22,629 sf				Residential
35	9,471 sf	18	9,471 sf				Residential
36	9,037 sf	19	9,037 sf				Residential
37	12,697 sf	20	12,697 sf				Residential
38	7,800 sf	21	7,800 sf				Residential
39	8,575 sf	22	8,575 sf				Residential
40	15.650 Ac	23	6.603 Ac				Agricultural
				11	9.047 Ac	72	
41	47.504 Ac	24	32,413 sf				Agricultural
		29	3,990 sf				
		30	9,600 sf				
				12	46.448 Ac	72	
42	1.000 Ac	25	9,554 sf				Residential
				13	34,006 sf	72	
43	5.916 Ac	26	39 sf				Agricultural
		27	2,622 sf				
				15	5.855 Ac	72	

Lot No.	Gross Area	File Plan		Land Court			Type of Lot
		Lot No.	Area	Lot No.	Area	L.C. App.	
44	1.000 Ac	145	6,726 sf				Residential
				18	38,833 sf	72	
45	1.010 Ac	146	13,382 sf				Residential
				19	30,635 sf	72	
46	1.162 Ac	28	1,445 sf				Residential
				20	49,160 sf	72	
47	1.000 Ac	31	17,914 sf				Residential
				22	25,647 sf	72	
48	3.780 Ac	32	3,780 Ac				Existing
49	4.193 Ac	33	4.193 Ac				Existing
50	5.544 Ac	34	5.544 Ac				Reservoir
51	0.840 Ac	35	0.840 Ac				Road
52	80.296 Ac	36	80.296 Ac				Open Space
53	5.558 Ac	37	5.558 Ac				Agricultural
54	6.476 Ac	38	6.476 Ac				Agricultural
55	2.000 Ac	39	2.000 Ac				Agricultural
56	14.978 Ac	40	14.977 Ac				Agricultural
57	12.962 Ac	41	12.962 Ac				Agricultural
58	2.383 Ac	42	2.380 Ac				Agricultural
				17	137 sf	72	
59	2.384 sf	43	2,384 sf				Pump Station
60	9.870 Ac	44	9.870 Ac				Agricultural
61	6.211 Ac	45	6.211 Ac				Agricultural
62	20.633 sf	46	20.633 sf				Residential
63	12.619 sf	47	12,619 sf				Residential
64	16.651 sf	48	16,651 sf				Residential
65	26.879 sf	49	26,879 sf				Residential
66	8,010 sf	50	8,010 sf				Residential
67	7,937 sf	51	7,937 sf				Residential
68	11,514 sf	52	11,514 sf				Residential
69	10,513 sf	53	10,513 sf				Residential
70	22,157 sf	54	22,157 sf				Residential
71	9,263 sf	55	9,263 sf				Residential
72	11,788 sf	56	11,788 sf				Residential
73	12,158 sf	57	12,158 sf				Residential
74	1.562 Ac	58	1.562 Ac				Agricultural
75	5.731 Ac	59	5.731 Ac				Agricultural
76	14.214 Ac	61	14.214 Ac				Agricultural
77	3.561 Ac	62	3.561 Ac				Reservoir

Lot No.	Gross Area	File Plan		Land Court			Type of Lot
		Lot No.	Area	Lot No.	Area	L.C. App.	
78	28.311 Ac	63	28.311 Ac				Agricultural
79	51.546 Ac	64	51.546 Ac				Open Space
80	3.800 Ac	65	3.800 Ac				Agricultural
81	8.928 Ac	66	8.928 Ac				Agricultural
82	5.867 Ac	67	5.867 Ac				Agricultural
83	5.850 Ac	69	5.850 Ac				Open Space
84	3.977 Ac	70	3.977 Ac				Agricultural
85	3.779 Ac	71	3.779 Ac				Agricultural
86	10.465 Ac	73	10.465 Ac				Agricultural
87	19,603 sf	74	19,603 sf				Residential
88	9,314 sf	75	9,314 sf				Residential
89	9,610 sf	76	9,610 sf				Residential
90	24,013 sf	77	24,013 sf				Residential
91	12,447 sf	78	12,447 sf				Residential
92	29,838 sf	79	29,838 sf				Residential
93	8,450 sf	80	8,450 sf				Residential
94	9,100 sf	81	9,100 sf				Residential
95	9,100 sf	82	9,100 sf				Residential
96	8,450 sf	83	8,450 sf				Residential
97	11,050 sf	84	11,050 sf				Residential
98	5.123 Ac	85	4.892 Ac				Agricultural
				29	10,071 sf	69	
99	11,700 sf	86	11,700 sf				Residential
100	7,775 sf	87	7,775 sf				Residential
101	7,724 sf	88	7,724 sf				Residential
102	8,137 sf	89	6,652 sf				Residential
				27	1,485 sf	69	
103	10,033 sf	90	6 sf				Residential
				28	10,027 sf	69	
104	43.077 sf	144	7,367 sf				Residential
		91	14,749 sf				
				31	20,961 sf	69	
105	13,274 sf	92	12,914 sf				Residential
				32	360 sf	69	
106	10,974 sf	93	10,974 sf				Residential
107	12,959 sf	94	12,959 sf				Residential
108	2.860 Ac	106	2.860 Ac				Stream
109	18,686 sf	104	18,686 sf				Commercial

Lot No.	Gross Area	File Plan		Land Court			Type of Lot
		Lot No.	Area	Lot No.	Area	L.C. App.	
110	12,280 sf	105	12,280 sf				Commercial
111	12.483 Ac	107	12.483 Ac				Agricultural
112	1.000 Ac	108	1.000 Ac				Residential
113	1.000 Ac	109	1.000 Ac				Residential
114	1.000 Ac	110	1.000 Ac				Residential
115	3.153 Ac	111	3.153 Ac				Agricultural
116	1.000 Ac	112	1.000 Ac				Residential
117	2.390 Ac	113	2.390 Ac				Agricultural
118	1.000 Ac	114	1.000 Ac				Residential
119	1.000 Ac	115	1.000 Ac				Residential
120	2.773 Ac	116	2.773 Ac				Agricultural
121	2.749 Ac	117	2.749 Ac				Agricultural
122	1.000 Ac	118	1.000 Ac				Residential
123	1.000 Ac	119	1.000 Ac				Residential
124	3.367 Ac	120	3.367 Ac				Agricultural
125	3.097 Ac	121	3.027 Ac				Agricultural
				30	3,070 sf	69	
126	2.636 Ac	122	2.636 Ac				Agricultural
127	16.110 Ac	72	16.110 Ac				Agricultural
128	3.500 Ac	123	3.500 Ac				Agricultural
129	2.001 Ac	124	2.001 Ac				Agricultural
130	2.002 Ac	125	2.002 Ac				Agricultural
131	2.004 Ac	126	2.004 Ac				Agricultural
132	1.000 Ac	127	1.000 Ac				Residential
133	3.927 Ac	128	3.927 Ac				Agricultural
134	2.543 Ac	129	2.543 Ac				Agricultural
135	6.421 Ac	130	6.421 Ac				Agricultural
136	1.000 Ac	131	1.000 Ac				Residential
137	27.722 Ac	133	27.722 Ac				Open Space
138	2.961 Ac	132	2.961 Ac				Agricultural
139	1.831 Ac	134	1.831 Ac				Road

Lot No.	Gross Area	File Plan		Land Court			Type of Lot		
		Lot No.	Area	Lot No.	Area	L.C. App.			
140	8.749 Ac	135	1.112 Ac				Road		
		136	77 sf						
		137	4.138 Ac						
		139	2.329 Ac						
		143	5,312 sf						
						33		717 sf	69
						34		190 sf	69
						35		17,548 sf	69
						37		7,433 sf	69
						36		4 sf	69
						14		77 sf	72
						16		14,658 sf	72
				21	5,850 sf	72			
141	5.002 Ac	138	5.002 Ac				Road		
142	13,449 sf	60	13,449 sf				Stream Channel		
143	6,970 sf	68	6,970 sf				Stream Channel		



## RESOLUTION NO. 1783

Whereas, on November 30, 1977, the Hawaii Housing Authority, hereinafter referred to as HHA, purchased approximately 600 acres of land from Elizabeth Loy Marks, hereinafter referred to as Marks, in Waiahole Valley, Oahu, hereinafter referred to as the Valley; and

Whereas, at the time of acquisition, approximately 80 families were either legally residing in the Valley, had rental agreements, or were successors in interest to rental agreements by means of a transfer or rental agreement between parties or other traceable method; and

Whereas, the HHA's primary concept regarding the future of the Valley deals with the efficient use and expansion of agricultural lands within the Valley, which will, in turn, contribute to the availability for improved economic returns and diversification.

Now, therefore, in consideration of the above, be it resolved that the Commission of the HHA hereby declares its intent to adopt by rule the first priority qualifications for long term agricultural and residential lot leases and for rental agreements as follows:

1. All persons and their successors in interest having a valid rental agreement or lease in Waiahole Valley (mauka) on or before March 1, 1977 who have shown financial capabilities by paying all accrued rents as of the effective date of the new leases.
2. All persons must be at least 18 years of age.
3. All persons must be citizens or legal resident aliens of the United States and bona fide residents of the State of Hawaii.

EXHIBIT "3"

## EXHIBIT "4"

### INITIAL PRIORITIES FOR LOT LEASES

#### 1. Initial Priorities for Agricultural Leases.

##### A. Priorities for Agricultural Leases for Agricultural Lots That Are Not Within the Homestead Road Land.

(1) First Priority. For the one year period following the earlier of (i) the date of recordation of the foregoing Declaration and the first lease for an Agricultural Lot that is not within the Homestead Road Land has been issued or (ii) Agricultural Lot Leases for all of the Agricultural Lots that are not within the Homestead Road Land have initially been issued, those persons who meet the eligibility requirements under Resolution No. 1783, which is attached to the foregoing Declaration as Exhibit "3" shall have the first priority for an Agricultural Lot Lease to an Agricultural Lot that is not within the Homestead Road Land and which, subject to the boundary lines that have been established by subdivision, such persons have been occupying as of March 1, 1977.

(2) Second Priority. For the one year period following the expiration of the one year period of time described above in Section 1.A.(1), persons (or their respective survivors if any such persons shall be deceased) who:

(a) were tenants of record as of March 1, 1977 of Elizabeth Loy Marks (also known as Elizabeth Loy McCandless) or Windward Partners in Waikane Mauka, Waikane Makai and Waiahole Makai; and

(b) were threatened with eviction in the 1970's by Elizabeth Loy Marks (also known as Elizabeth Loy McCandless) or Windward Partners

shall have the next priority, subject to availability, for an Agricultural Lot Lease to any remaining Agricultural Lot that is not within the Homestead Road Land.

B. First Priority for Agricultural Leases for Agricultural Lots Within the Homestead Road Land. For the one year period following subdivision of the Homestead Road Land by Declarant and the issuance of the first Agricultural Lot Lease to an Agricultural Lot within the Homestead Road Land, those persons who meet the eligibility requirements under Act 330, shall have the first priority for an Agricultural Lot Lease to an Agricultural Lot that is within the Homestead Road Land.

If a person who is eligible for an Agricultural Lot Lease is already using an area of land within the Homestead Road Land for diversified agriculture and if as a result of subdivision of the Homestead Road Land by Declarant an Agricultural Lot is created which includes such area of land, more or less, such person will be offered an Agricultural Lot Lease for such Agricultural Lot subject to availability.

2. Initial Priorities for a Residential Lot.

A. Priorities for Residential Leases for Residential Lots That Are Not Within the Homestead Road Land.

(1) First Priority. For the one year period following the earlier of (i) the date of recordation of the foregoing Declaration and the first Residential Lot Lease for a Residential Lot that is not within the Homestead Road Land has been issued or (ii) Residential Lot Leases for all of the Residential Lots that are not within the Homestead Road Land have initially been issued, the persons who are initially eligible to apply for a Residential Lot Lease for a Residential Lot that is not within the Homestead Road Land shall be persons who:

- (a) are not in arrears in the payment of taxes, rents, or other obligations owing the United States of America, State of Hawaii or any of its political subdivisions; and
- (b) meet the eligibility requirements of Declarant's Resolution No. 1783, which is attached to the foregoing Declaration as Exhibit "3" and incorporated by reference.

(2) Second Priority. For the one year period following the expiration of the one year period of time described above in Section 2.A.(1), persons who:

- (a) were tenants of record as of March 1, 1977 of Elizabeth Loy Marks (also known as Elizabeth Loy McCandless) or Windward Partners in Waikane Mauka, Waikane Makai and Waiahole Makai; and
- (b) were threatened with eviction in the 1970's by Elizabeth Loy Marks (also known as Elizabeth Loy McCandless) or Windward Partners

shall have the next priority subject to availability for a Residential Lot Lease to the remaining Residential Lots not within the Homestead Road Land, if any.

- B. First Priority for Residential Leases for Residential Lots Within the Homestead Road Land if the Homestead Road Land Shall Include any Residential Lots. For the one year period following subdivision of the Homestead Road Land by Declarant and if the Homestead Road Land shall include Residential Lots, those persons who meet the eligibility requirements under Act 330, shall have the first priority for a Residential Lot Lease to a Residential Lot that is within the Homestead Road Land.

If a person who is eligible for a Residential Lot Lease within the Homestead Road Land is already living on an area of land within the Homestead Road Land and if as a result of subdivision of the Homestead Road Land by Declarant a Residential Lot is created which includes such area of land, more or less, such person will be offered a Residential Lot Lease for such Residential Lot subject to availability.

3. Limitations on the Issuance of Leases

Agricultural Lot Leases and Residential Lot Leases will be issued subject to the following additional limitations:

- A. Limited Number of Lots. If there are more eligible persons than Residential Lots or Agricultural Lots, Declarant shall issue leases for such lots pursuant to a drawing conducted by Declarant.

Declarant is not making any representation, warranty or agreement that everyone who applies for an Agricultural Lot Lease will receive one.

- B. Limit of One Lot Per Family or Household. A person who is eligible for an Agricultural Lot Lease or a Residential Lot Lease can only apply for and receive either an Agricultural Lot Lease or a Residential Lot Lease but not both.

Only one Agricultural Lot Lease or Residential Lot Lease will be issued per family or household of the person who is eligible for the lease. If more than one person is applying for a lease as the survivors or successors of a person who is eligible for a lease, only one lease will be issued and such persons will be responsible for determining who, as among them, the lease will be issued.

- C. Termination of this Exhibit "4". Sections 1.A., 1.B., 2.A. and 2.B., respectively, shall automatically terminate in their entirety immediately after the respective one year periods described therein shall have expired. Thereafter, leases for Residential Lots and Agricultural Lots shall be issued or assigned according to a plan that shall be determined by Declarant.