

COUNCIL OF THE COUNTY OF MAUI
ECONOMIC DEVELOPMENT, AGRICULTURE,
AND RECREATION COMMITTEE

February 18, 2011

Committee
Report No. _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Economic Development, Agriculture, and Recreation Committee, having met on February 3, 2011, makes reference to County Communication No. 11-19, from the Director of Parks and Recreation, transmitting a proposed resolution entitled "AUTHORIZING THE ACCEPTANCE OF A DONATION OF REAL PROPERTY FROM HANA RANCH PARTNERS, L.L.C. TO THE COUNTY OF MAUI, DEPARTMENT OF PARKS AND RECREATION, PURSUANT TO CHAPTER 3.44.015.C, MAUI COUNTY CODE".

The purpose of the proposed resolution is to accept a donation by Quitclaim Gift Deed from Hana Ranch Partners, L.L.C. of approximately 1.91 acres for the expansion of Paani Mai Park, Hana (TMK: (2) 1-4-06:001 (por.)).

Your Committee notes that, pursuant to Section 3.44.015.C, Maui County Code, the Council may accept gifts or donations of real property or any interest in real property by the passage of a resolution, approved by a majority of its members.

Your Committee received a revised proposed resolution incorporating a status report prepared by Title Guaranty of Hawaii, Inc. in response to a request from your Committee to revise the property description attached to the Quitclaim Gift Deed.

The revised proposed resolution states that the County of Maui acquired the existing Paani Mai Park, consisting of 1.039 acres, from Hana Ranch, Inc. in 1977. Hana Ranch Partners, L.L.C. wishes to donate approximately 1.91 acres to the County for the park's expansion.

Your Committee notes that acceptance of the offered property will allow the park to be expanded for the benefit of the community of Hana. Testimony was provided by a community member indicating that many volunteers stand ready to assist with these efforts.

COUNCIL OF THE COUNTY OF MAUI

**ECONOMIC DEVELOPMENT, AGRICULTURE,
AND RECREATION COMMITTEE**

February 18, 2011
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Committee
Report No. _____


The Deputy Director of Parks and Recreation stated that a master plan for the park has been developed and includes playgrounds, a skate park, and a pavilion with restrooms and parking. He further stated that compliance with the conditions cited in the Quitclaim Gift Deed will not be difficult for the Department of Parks and Recreation and that the conditions will not restrict the type of fundraisers currently permitted at County parks.

Your Committee voted 7-0 to recommend adoption of the revised proposed resolution and filing of the communication. Committee Chair White, Vice-Chair Cochran, and members Baisa, Carroll, Couch, Hokama, and Pontanilla voted "aye".

Your Economic Development, Agriculture, and Recreation Committee RECOMMENDS the following:

1. That Resolution No. _____, as revised herein and attached hereto, entitled "AUTHORIZING THE ACCEPTANCE OF A DONATION OF REAL PROPERTY FROM HANA RANCH PARTNERS, L.L.C. TO THE COUNTY OF MAUI, DEPARTMENT OF PARKS AND RECREATION, PURSUANT TO CHAPTER 3.44.015.C, MAUI COUNTY CODE", be ADOPTED; and
2. That County Communication No. 11-19 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



MIKE WHITE, Chair

Resolution

No. _____

AUTHORIZING THE ACCEPTANCE OF A DONATION OF REAL PROPERTY
FROM HANA RANCH PARTNERS, L.L.C.
TO THE COUNTY OF MAUI, DEPARTMENT OF PARKS AND
RECREATION, PURSUANT TO CHAPTER 3.44.015.C, MAUI COUNTY CODE

WHEREAS, the County of Maui acquired the existing Paani Mai Park, more particularly described as a portion of Lot 1-A of the "HANA RANCH SUBDIVISION NO. 3", with an area of 1.039 acres, more or less, from Hana Ranch, Inc. in 1977, as more particularly depicted in the Status Report dated October 29, 2010, attached hereto as Exhibit "1" and by reference incorporated herein; and

WHEREAS, Hana Ranch Partners, L.L.C. ("Hana Ranch") wish to donate approximately 1.91 acres, being a portion of Lot 1-A of the "HANA RANCH SUBDIVISION NO. 3", as more particularly depicted in said Status Report, to the County of Maui ("County") for the expansion of Paani Mai Park; and

WHEREAS, the County of Maui, Department of Parks and Recreation ("Parks"), hopes to utilize the area for the construction of a new Skate Park; and

Resolution No. _____

WHEREAS, Hana Ranch has provided to the County a Quitclaim Deed, attached hereto as Exhibit "2" and by reference incorporated herein; and

WHEREAS, said Quitclaim Deed contains certain "conditions subsequent" that shall bind the County and run with the land as they relate to the approximately 1.91 acres being donated; and

WHEREAS, Chapter 3.44.015.C, Maui County Code, authorizes the Council to accept gifts and donations of real property on behalf of the County; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

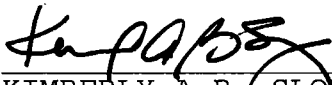
1. That it hereby expresses its appreciation and accepts the aforesaid donation on behalf of the County of Maui; and

2. That it does hereby authorize the Mayor, or the Mayor's duly authorized representative, to execute all necessary documents, in connection with the acceptance of said dedication; and

Resolution No. _____

3. That certified copies of this resolution be transmitted to the Mayor, the Director of the Department of Finance, the Director of the Department of Parks and Recreation, and Amber Starr, Chief Operating Officer, Hana Ranch Partners, L.L.C.

APPROVED AS TO FORM
AND LEGALITY:



KIMBERLY A.B. SLOPER
Deputy Corporation Counsel
County of Maui

S:\ALL\JTU\RESOS\Paani Mai Park.wpd

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the greater of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

HANA RANCH PARTNERS, L.L.C.,
a Hawaii limited liability company,
as Fee Owner
-AS TO THAT PORTION OF LAND DESCRIBED HEREIN
HATCHED ON MAP ATTACHED HERETO-
and
COUNTY OF MAUI,
a political subdivision of the
State of Hawaii,
as Fee Owner
-AS TO THAT PORTION OF LAND DESCRIBED HEREIN
CROSS-HATCHED ON MAP ATTACHED HERETO-

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of October 29, 2010 at 8:00 a.m.

EXHIBIT 1

Page 1 **of** 12

SCHEDULE A CONTINUED

Inquiries concerning this report
should be directed to
VIRGINIA CHIU.
Email pchiu@tghawaii.com
Fax (808) 521-0210
Telephone (808) 533-5887.
Refer to Order No. 201047181.

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**SCHEDULE B
EXCEPTIONS**

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

Lot 1-A is(are) covered by Tax Key: (2) 1-4-006-001 AND 025.

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

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

3. Any and all matters not shown in the Indices described in Schedule A.

4. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN
TELEPHONE COMPANY, now known as HAWAIIAN TELCOM,
INC.

DATED : October 12, 1976

RECORDED : Liber 11799 Page 248

GRANTING : a perpetual right and easement for utility purposes
as shown on the map attached thereto

Said Grant was amended by instrument dated March 11, 1982,
recorded in Liber 16614 at Page 707.

5. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

SCHEDULE B CONTINUED

7. Any unrecorded leases and matters arising from or affecting the same.

8. Any claims arising out of the absence of appropriate conveyance document(s) relating to Lot(s) 1-A arising out of the consolidation and resubdivision of Lot 1 and 2-A, as shown on subdivision map dated June 17, 2009, prepared by Bruce R. Lee, Land Surveyor.

-Note:- Appropriate conveyance documents and amendments of mortgages, if any, should be placed of record.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Number S-8606, Land Commission Award Number 5180 to Kumaiohea) situate, lying and being at Kawaipapa, Niunalu, District of Hana, Island and County of Maui, State of Hawaii, being LOT 1-A of the "HANA RANCH SUBDIVISION NO. 3", same being all of Lot 1 (Pa'ani Mai Park Lot) and a portion of Lot 2 of the Hana Ranch Subdivision No. 3, and thus bounded and described:

Beginning at a (found) 3/4-inch pipe at the south corner of this parcel of land, on the northeasterly boundary of the Hana Highway right-of-way, said pipe also being the west corner of Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481 and the south corner of said portion of Land Commission Award 5180 to Kumaiohea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAUIKI" being:

1,425.49 feet north
3,160.77 feet west

and running by azimuths measured clockwise from true South:

- | | | | |
|----|--------------|--------|---|
| 1. | 148° 06' 00" | 103.42 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) P. K. Nail; |
| 2. | 145° 00' 00" | 110.97 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) P. K. Nail in concrete; |
| 3. | 40° 29' 00" | 7.23 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983"; |
| 4. | 143° 57' 00" | 104.20 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983"; |

SCHEDULE C CONTINUED

5. 142° 27' 00" 49.51 feet along said north easterly boundary of the Hana Highway right-of-way to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" at the south corner of Lot 2-A-1 of said Hana Ranch Subdivision No. 3;
6. 230° 45' 00" 388.23 feet along said Lot 2-A-1 of said Hana Ranch Subdivision No. 3, along a portion of Grant 3228 to Unna to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" on the southwest boundary of an Old Government Road, being an Exclusion of said Lot 2 of the Hana Ranch Subdivision No. 3;
7. 321° 54' 46" 282.17 feet along said Old Government Road, being an Exclusion of Lot 2 of the Hana Ranch Subdivision No. 3 to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983";
8. 322° 29' 00" 10.22 feet along said Old Government Road, being an Exclusion of Lot 2 of the Hana Ranch Subdivision No. 3 to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" at the north corner of said Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481, on the northwest boundary of Land Commission Award 4927 to Kauheewale;
9. 40° 29' 00" 410.39 feet along said Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481, along said Land Commission Award 4927 to Kauheewale to the point of beginning and containing an area of 2.946 acres, more or less.

SCHEDULE C CONTINUED

Together with a pedestrian walkway and roadway easement, as granted by HAMOA BEACH PEDESTRIAN WALKWAY AND ROADWAY EASEMENT AGREEMENT dated January 12, 2001, filed as Land Court Document No. 2676819, recorded as Document No. 2001-005215; and subject to the terms and provisions contained therein.

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

1. -AS TO THAT PORTION OF LAND HATCHED ON MAP ATTACHED HERETO:-

By HANA ACQUISITION PARTNERS, L.L.C., a Hawaii limited liability company, by SPECIAL WARRANTY DEED of MERIDIAN FINANCIAL RESOURCES, L.L.C., a Delaware limited liability company, dated January 12, 2001, filed as Land Court Document No. 2676817, recorded as Document No. 2001-005196.

2. -AS TO THAT PORTION OF LAND CROSS-HATCHED ON MAP ATTACHED HERETO:-

By COUNTY OF MAUI, a political subdivision of the State of Hawaii, by WARRANTY DEED of HANA RANCH, INC., a Delaware corporation, dated September 15, 1977, recorded in Liber 12670 at Page 185.

END OF SCHEDULE C

GENERAL NOTES

1. Filed with the Department of Commerce and Consumer Affairs of the State of Hawaii (Business Registration), is the change of name of HANA ACQUISITION PARTNERS, L.L.C., to HANA RANCH PARTNERS, L.L.C., effective March 15, 2001.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the greater of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

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DATE PRINTED: 11/08/2010

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: HANA RANCH PARTNERS, L.L.C.
LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 1 4 006 001 0000

CLASS: AGRICULTURAL AREA ASSESSED: 17.752 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2010

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	0
EXEMPTION	\$	0
NET VALUE	\$	0
LAND	\$	1,400
EXEMPTION	\$	0
NET VALUE	\$	1,400
TOTAL NET VALUE	\$	1,400

AGRICULTURAL USE VALUE

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 10/31/2010

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2010	2	75.00				75.00	PENDING
2010	1	75.00				75.00	PAID
2009	2	75.00				75.00	PAID
2009	1	75.00				75.00	PAID
2008	2	30.00				30.00	PAID
2008	1	30.00				30.00	PAID

Total Amount Due: 75.00

Penalty and Interest Computed to:

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DATE PRINTED: 11/08/2010

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: COUNTY OF MAUI
LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 1 4 006 025 0000

CLASS: AGRICULTURAL AREA ASSESSED: 1.039 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2003

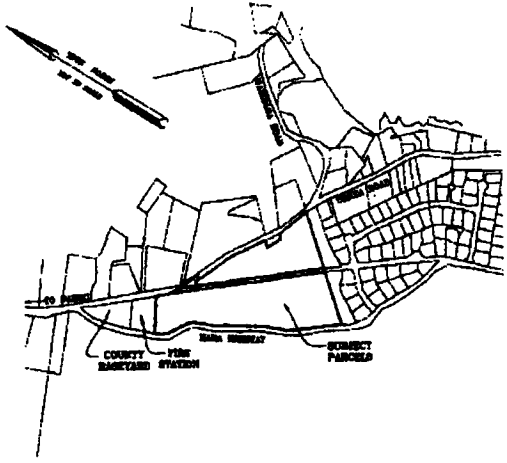
The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	15,500
EXEMPTION	\$	0
NET VALUE	\$	15,500
LAND	\$	46,800
EXEMPTION	\$	46,800
NET VALUE	\$	0
TOTAL NET VALUE	\$	15,500

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 6/30/2001

Tax Year	Installment Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount
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LOCATION MAP
NOT TO SCALE

- NOTES**
1. Azimuths and coordinates shown herein refer to Government Survey Triangulation Station "MAUI", designated thus "A".
 2. Owners of adjoining land parcels taken from Real Property Mapping Branch.
 3. All lot corners marked with 3/4-inch pipe with yellow plastic caps marked "M.S. 5710, H.L. 8803", unless otherwise noted.
 4. Pursuant to Maui County Code Section 3.44.015(C), the County of Maui is not responsible for any park, roadway, easement (including but not limited to drainage, sewer, water, reclaimed water, or irrigation easement), or any other interest in real property shown on this map or shown on these plans, unless the Maui County Council has accepted the dedication by a resolution approved by a majority of Council's members at a regular or special meeting of the Maui County Council.
 5. The "Hana Ranch Subdivision No. 3", subdivision file number 1.72, that was granted final subdivision approval on January 13, 1978, has been determined to have numerous errors. Lot 2 as delineated on the approved subdivision plat under subdivision file 1.72 shows the "Old Government Road" as being a part of Lot 2, but Hana Ranch Co., Ltd. (the applicant) never had ownership of the "Old Government Road" there for the road should have been excluded. Parcel 2 (The County of Maui Fee Section 12) and Parcels 26 & 27 (Being Lots 18 & 19 of the Parcel of Grant 1982), of Tax Map Key (S) 1-4-000, are also shown as being portions of Lot 2, but should have been excluded since the approved subdivision was a subdivision of only Parcel 1 of Tax Map Key (S) 1-4-000. Designation of Lots 2-A and 2-B shown herein is necessary to correct the errors that were made on the original approved "Hana Ranch Subdivision No. 3", File 1.72.

HANA RANCH SUBDIVISION NO. 3
DESIGNATION OF LOTS 2-A, 2-B AND EXCLUSION (OLD GOVERNMENT ROAD) OF THE HANA RANCH SUBDIVISION NO. 3, SUBDIVISION FILE NO. 1.72 CONSOLIDATION OF LOT 1 AND LOT 2-A INTO ONE LOT AND SUBDIVISION OF SAID CONSOLIDATED LOT INTO LOTS 1-A AND 2-A-1
 Being a portion of Land Commission Award 5180 to Kumalohea, Grant 3228 to A. Unna, Grant 1980, Apana 3 to Waahia, Grant 1981 to A. Hopu, Royal Patent 3109, Land Commission Award 4739, Apanas 1, 2 and 3 to Miki and Grant 2482 to Kaiiole.

SITUATED AT KAWAIPAPA, NIUWALU, HANA, MAUI, HAWAII

OTHERS

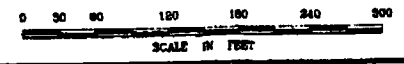
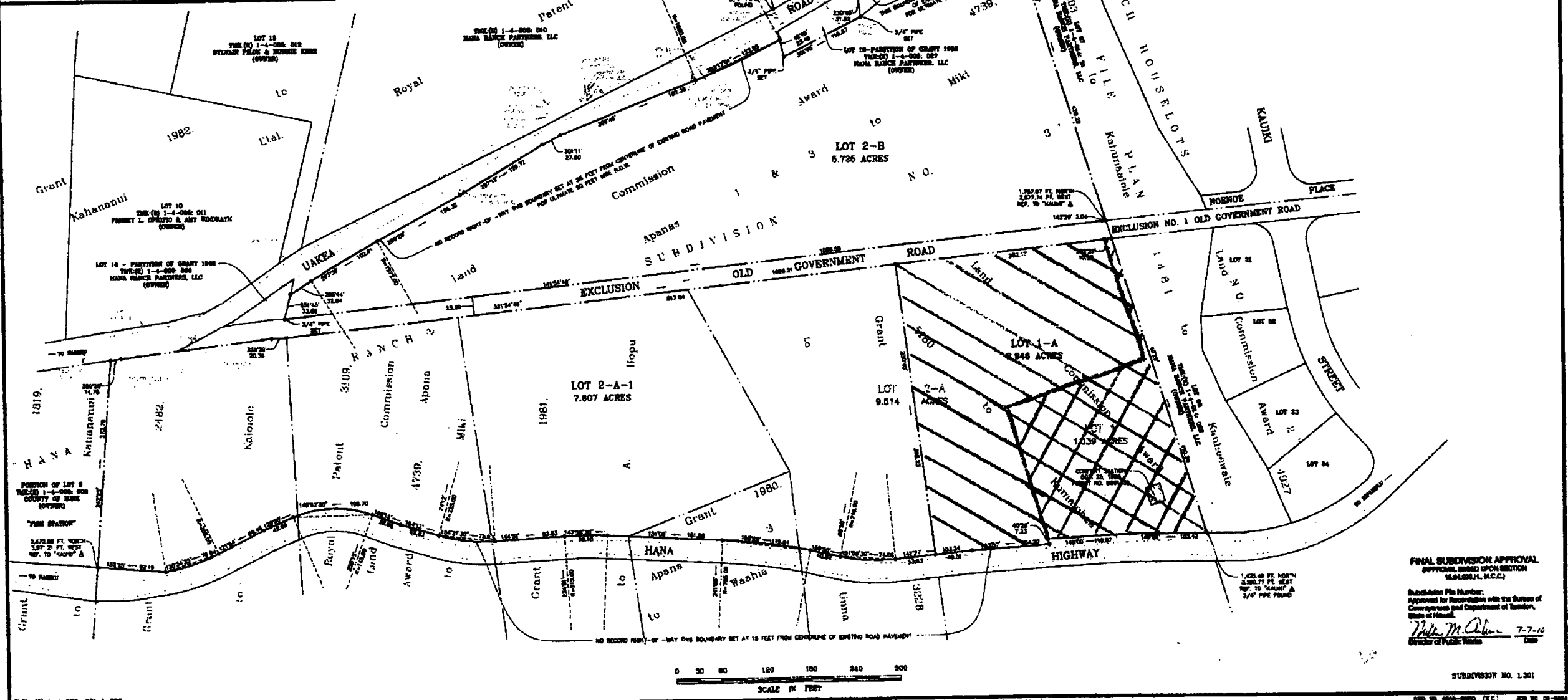
LOT 1 County of Maui 500 South High Street Waipahoehoe, Maui HI 96798	LOTS 2-A AND 2-B Hana Ranch Partners, LLC 3000 Baldwin Avenue, Suite 107 Honolulu, Maui HI 96798
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Prepared for:
 H. H. H. Architects & Engineers, Inc.
 1800 Main Street
 Waipahoehoe, HI 96798



Scale: 1 inch = 60 Feet
 Date: June 17, 2010
 Revised: May 18, 2010
 Revised: June 21, 2010

This plat was prepared from a survey of the ground performed by me or under my supervision.
 Bruce R. Lee
 Licensed Professional Land Surveyor
 Surveyor Certificate No. 6883-LS



THE (S) 1-4-000: 001 & 002
 8 1/2" x 11" - 6.5" x 9.5"

NEWCOMER - LEE LAND SURVEYORS, INC. 1408 LOWER MAIN STREET, SUITE D, WAILUKU, MAUI, HAWAII 96793

FINAL SUBDIVISION APPROVAL
 APPROVAL BASED UPON SECTION 16.04(B)(1), H.C.C.
 Subdivision File Number:
 Approved for Recordation with the Bureau of Conveyances and Department of Taxation, State of Hawaii.
 Date: 7-7-10

SUBDIVISION NO. 1.301
 670 50 6800-5100 (E.C.) 200 90 01-0000

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return By Mail To:
Crockett And Nakamura
38 South Market Street
Wailuku, Hawaii 96793

TMK: (2) 1-4-006-001 (por.)

QUITCLAIM GIFT DEED

This QUITCLAIM GIFT DEED made this _____ day of _____, 2011, by and between HANA RANCH PARTNERS, L.L.C., a Hawaii limited liability company, whose mailing address is P. O. Box 1447, Makawao, Hawaii 96768, hereinafter called "GRANTOR", and COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal office and mailing address is 200 South High Street, Wailuku, Hawaii 96793, hereinafter called "GRANTEE",

WITNESSETH:

Background Statement

1. Grantor makes this conveyance of the Property, hereinafter described, conveyed by this deed, to the Grantee, for the use and benefit of the Grantee, as

Jls:10-099.11.23.10

1

EXHIBIT " 2 "

PAGE 1 OF 10

a gift, and as a "charitable contribution" within the meaning of Internal Revenue Code §170.

2. Grantee declares that (a) the Grantor has not sought any benefit or consideration of any kind from the Grantee in exchange for the Property, hereinafter described, conveyed by this deed; and (b) that the Grantee has not given the Grantor any benefit or consideration of any kind in exchange for the Property, hereinafter described, conveyed by this deed.

3. Grantee accepts the Property, hereinafter described, conveyed by this deed, as a gift, and as a "charitable contribution" within the meaning of Internal Revenue Code §170.

THAT the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, property, claim and demand the Grantor now has or of right ought to have or claim both at law and in equity, in and to the property described in Exhibit "A" attached hereto and made a part hereof (the "Property").

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

PROVIDED, HOWEVER, that this conveyance of the Property is made upon the following "conditions subsequent", which the Grantee does hereby accept, and,

for itself and its successors and assigns, does hereby agree to perform and observe, that shall bind and "run with the land", to-wit:

1. The Property shall be used only as a public park.
2. Commercial activities shall not be permitted at the Property.
3. Within five (5) years after the execution and delivery of this deed, the Department of Parks and Recreation of the County of Maui shall request that sufficient funds to construct improvements at the Property be appropriated in an annual County of Maui Budget Ordinance, so that the Property can be used as a public park.
4. Within ten (10) years after the execution and delivery of this deed, the County of Maui shall grade and finish the Property, and complete the construction of such improvements at the Property, so that the Property is ready and available for use as a public park.
5. The County of Maui shall prominently display and maintain a plaque on the Property that states that the Property was charitably donated to the County of Maui as a "gift to the children" by Hana Ranch Partners.

Upon the breach or failure on the part of the Grantee, or its successors and assigns, to observe or perform any of the forgoing "conditions subsequent", the Grantor, and its successors and assigns, at its option, shall have the power to reenter the Property and terminate the estate in the Property hereby conveyed by the Grantor to the Grantee by this deed.

The term "Grantor" and the term "Grantee", wherever used herein, shall include the Grantor, the Grantee and their respective heirs, devisees, personal representatives, successors and assigns; the term "Grantor" and the term "Grantee" shall include, if appropriate, the plural and in such case shall inure to the benefit of or bind, as the case may be, the Grantors and Grantees jointly and severally. The use of any gender shall include all genders. Whenever any words are used in the singular, they shall be construed as though they were also used in the plural in all cases where they would so apply, and vice versa.

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

GRANTOR:

HANA RANCH PARTNERS, L.L.C., a Hawaii limited liability company

By: 

Print

Name: Amber Starr

Its Chief operating officer

GRANTEE:

**COUNTY OF MAUI, a political subdivision of the State
of Hawaii**

By: _____
Print
Name: _____
Its Mayor

**Approved as
to form**

STATE OF HAWAII

)
) SS.
)

COUNTY OF MAUI

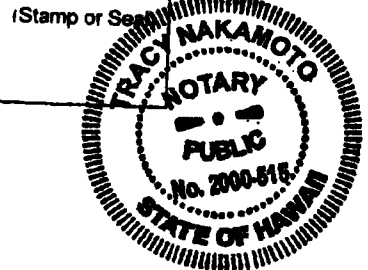
On this 11th day of January, 2011, before me personally appeared Amber Starr, to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

This 10 page Quitclaim Gift Deed, dated 1/11/11, 2011/undated at time of notarization, was subscribed and sworn to before me this 11th day of January, 2011, in the Second Circuit of the State of Hawaii.



Tracy Nakamoto
Signature
Tracy Nakamoto
Print Name
Notary Public, State of Hawaii
My commission expires: 10/15/2012

Date: 1/11/11 # of Pages: 10
Name: Tracy Nakamoto Second Circuit
Doc. Description: Quitclaim
Gift Deed
Tracy Nakamoto
Notary Signature
NOTARY CERTIFICATION



STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 2011, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that such person is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said _____ acknowledged the said instrument to be the free act and deed of the said County of Maui.

This _____ page Quitclaim Gift Deed, dated _____, 2011/undated at time of notarization, was subscribed and sworn to before me this _____ day of _____, 2011, in the Second Circuit of the State of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature

Print Name

Notary Public, State of Hawaii

My commission expires:

EXHIBIT "A"

All of that certain parcel of land, being Lot 1-A of the Hana Ranch Subdivision No. 3 (the map thereof not being recorded), being all of Lot 1 (Pa'ani Mai Park Lot) and a portion of Lot 2 of the Hana Ranch Subdivision No. 3, also being a portion of Land Commission Award 5180 to Kumaiohea, situated at Kawaipapa, Niimalu, Hana, Island and County of Maui, State of Hawaii and being more particularly described as follows:

Beginning at a (found) 3/4-inch pipe at the south corner of this parcel of land, on the northeasterly boundary of the Hana Highway right-of-way, said pipe also being the west corner of Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481 and the south corner of said portion of Land Commission Award 5180 to Kumaiohea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAUIKI" being:

1,425.49 feet North
3,160.77 feet West

and running by azimuths measured clockwise from true South:

- | | | | | | |
|----|------|-----|-----|--------|---|
| 1. | 148° | 06' | 00" | 103.42 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) P. K. Nail; |
| 2. | 145° | 00' | 00" | 110.97 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) P. K. Nail in concrete; |
| 3. | 40° | 29' | 00" | 7.23 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983"; |
| 4. | 143° | 57' | 00" | 104.20 | feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) 3/4-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983"; |

5. 142° 27' 00" 49.51 feet along said northeasterly boundary of the Hana Highway right-of-way to a (set) ¾-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" at the south corner of Lot 2-A-1 of said Hana Ranch Subdivision No. 3;
6. 230° 45' 00" 388.23 feet along said Lot 2-A-1 of said Hana Ranch Subdivision No. 3, along a Portion of Grant 3228 to Unna to a (set) ¾-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" on the southwest boundary of an Old Government Road, being an Exclusion of said Lot 2 of the Hana Ranch Subdivision No. 3;
7. 321° 54' 46" 282.17 feet along said Old Government Road, being an Exclusion of Lot 2 of the Hana Ranch Subdivision No. 3 to a (set) ¾-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983";
8. 322° 29' 00" 10.22 feet along said Old Government Road, being an Exclusion of Lot 2 of the Hana Ranch Subdivision No. 3 to a (set) ¾-inch pipe with yellow plastic cap marked "RLS 2715, RLS 5983" at the north corner of said Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481, on the northwest boundary of Land Commission Award 4927 to Kauheewale;
9. 40° 29' 00" 410.39 feet along said Lot 68 of the Hana Ranch Houselots No. 2, File Plan 1481, along said Land Commission Award 4927 to Kauheewale to the point of beginning and containing an area of 2.946 Acres, more or less.

Being a portion of the property conveyed to Hana Acquisition Partners, L.L.C., (now known as Hana Acquisition Partners, L.L.C.), a Hawaii limited liability

company, by Special Warranty Deed, dated January 12, 2001, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2676817, and recorded with the Bureau of Conveyances of the State of Hawaii as Document No. 2001-005196.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Grant, dated October 12, 1976, to Maui Electric Company, Limited and Hawaiian Telephone Company, now known as Hawaiian Telcom, Inc., granting a perpetual right and easement for utility purposes, recorded with the Bureau of Conveyances of the State of Hawaii in Liber 11799 at Page 248, as amended.