



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5941348

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Provided that this does not supersede Hawaii's Uniform Arbitration Act, Hawaii Revised Statutes, Chapter 658A, either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Subject to the provisions of Hawaii Revised Statutes, Chapter 658A, arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof.

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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5941348

Transaction Identification Data for reference only:

Issuing Agent: First American Title Company, Inc.

Issuing Office: 1177 Kapiolani Boulevard, Honolulu, HI 96814

Commitment No.: 5941348

Issuing Office File No.: 5941348

Property Address: 48-285 Kaneohe Bay Drive, Kaneohe, HI 96744

Revision No.:

SCHEDULE A

1. Commitment Date: July 16, 2020 8:00 AM
2. Policy to be issued:
 - (a) ALTA® ALTA Owner's Policy of Title Insurance (6-17-06) Policy
Proposed Insured: Pacific American Foundation Hawaii, Inc.
Proposed Policy Amount: \$150,000.00
 - (b) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Pacific American Foundation Hawaii, Inc., a Hawaii nonprofit corporation
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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A handwritten signature in black ink, appearing to read 'John Doe' or similar, written in a cursive style.

By:

Authorized Signatory

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5941348

Commitment No.: 5941348

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release(s)/termination(s) of Item No(s). 27, 28 and 29 in Schedule B, Section Two, be recorded in the Official Records.
6. With respect to Pacific American Foundation, a Virginia nonprofit corporation:
 - a. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation;
 - b. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile;
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
7. With respect to Pacific American Foundation Hawaii, Inc., a Hawaii nonprofit corporation:
 - a. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation;
 - b. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile;
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
8. Evidence satisfactory to the Company that the deed executed by Bayview Kaneohe Golf Park Inc., a Hawaii corporation to Pacific American Foundation, a Virginia nonprofit corporation, recorded December 24, 2019, as Regular System Document No. A-72970790 of Official Records, is valid.

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9. Evidence satisfactory to the Company that the deed executed by Pacific American Foundation, a Virginia nonprofit corporation to Pacific American Foundation Hawaii, Inc., a Hawaii nonprofit corporation, recorded December 24, 2019, as Regular System Document No. A-72970791 of Official Records, is valid.

10. With respect to the request for issuance of an Extended Coverage Policy of Title Insurance, the Company requires:
 1. An up to date ALTA survey and a Surveyor's Report that is acceptable to the Company.
 2. Written affirmation that there are no liens or rights to liens upon the property for labor and materials furnished or to be furnished to the work of improvement which are imposed by law and not shown by the public records.
 3. FEE: Written statements disclosing any leases, defects, or liens, other than those shown herein.
 4. LEASEHOLD: Written statements from both the lessor and lessee that:
 - i. There are no unrecorded amendments, modifications or transfers affecting the lease;
 - ii. There has been no breach of any covenants, conditions, stipulations or other provisions of the lease and that said lease is in full force and effect.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5941348

Commitment No.: 5941348

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

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8. Real property tax assessments for the fiscal year 2020-2021:

Tax Map Key No.: (1) 4-5-030-001-0000
Property Class: 6

First Installment: \$7,318.52, PAYABLE, (8/20)
Second Installment: \$7,318.51, PAYABLE, (2/20)

Note: Possible roll back taxes for real property classified as Class 5 or 6.

9. Title to all mineral and metallic mines reserved to the State of Hawaii.
10. Rights of Native Tenants as reserved in Land Commission Award Nos. 4452, 6400 and 7587, and in Royal Patent No. 7984.
11. All customary and traditional rights, of native Hawaiians as provided for by law, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.
12. Shoreline setback lines as they may be established by the State Land Use Commission or by the various Counties pursuant to the Hawaii Revised Statutes.
13. Riparian Rights:

The rights of owners of lands on the banks of watercourses, relating to the water, its use, ownership or soil under the stream, accretions, etc.
14. The effect of Sections 205-31 to 205-37, and 205A, Sections 41 to 49, inclusive, Hawaii Revised Statutes, as now or hereafter amended pertaining to shoreline setbacks. Any adverse claim based upon (a) a conflict in the determination of the seaward boundary of the land, (b) a conflict in the location of such seaward boundary, or (c) the assertion that any portion of the land is submerged land or is land beneath tidal waters.
15. As to Apanas 1, 2, 3 and 4 of Land Commission Award No. 2937, Royal Patent No. 5583: Piscary Reservations in Land Commission Award No. 2937 to William Harbottle"...Together with the right of taking one kind of fish in the adjoining sea, bounded as follows:... Reef extending from N. E. angle 16 chains in a line bearing N. 3 E to outer edge of Reef and by Line N. 20 W 13 chains from N.W. angle to outer edge of Reef - agreeably with now existing laws respecting the Rights of Piscary.
16. Rights of others thereto entitled in and to the stream crossing, abutting, forming the boundary of the land.
17. Rights of others thereto entitled in and to the Kawa stream crossing, abutting, forming the boundary of the land.
18. Effluent Force Main as shown on Tax Map.
19. Parcel 2 as shown on Tax Map.

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20. Lack of recorded access to a public street or highway.
21. The terms and provisions contained in the Department of the Army Permit recorded October 04, 1974 as Book 10174 Page 545 of Official Records.
22. Easement for sewer and temporary construction easements, in favor of the City and County of Honolulu, as acquired by Judgment and Final Order of Condemnation filed in the First Circuit Court of the State of Hawaii in Civil No. 42427 and also recorded February 21, 1975 as Book 10471 Page 98 of Official Records.
23. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 09, 1991 as Regular System Document No. 91-092236 of Official Records.
24. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Covenants recorded April 29, 1996 as Regular System Document No. 96-058900 of Official Records.
25. The terms and provisions contained in the Agreement for Issuance of Conditional Use Permit under Section 21-4.40-21 of the Land Use Ordinance (LUO) recorded January 27, 1997 as Regular System Document No. 97-012102 and Land Court Document No. 2362254 of Official Records.
26. Notice of License and Notice of Assignment of License Agreement recorded March 31, 2017 as Regular System Document No. A-62990913A thru A-62990913B of Official Records.

Assignment of License Agreements recorded February 01, 2018 as Regular System Document No. A-66060432 of Official Records.

Note: Affects the land and other property.

27. A mortgage to secure an original principal indebtedness of \$300,000.00, and any other amounts or obligations secured thereby.
 Dated: March 27, 2018
 Mortgagor: Dragon Pacific Investment Inc., a Hawaii Corporation, and Bayview Kaneohe Golf Park Inc., a Hawaii corporation
 Mortgagee: Bank of Hawaii, a Hawaii corporation
 Recorded March 29, 2018 as Regular System Document No. A-66620363 of Official Records.

Note: Affects the land and other property.

28. The Assignment of Rents, as additional security for the payment of the indebtedness in the amount of \$300,000.00, which was recorded March 29, 2018 as Regular System Document No. A-66620364 of Official Records.

Note: Affects the land and other property.

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29. A financing statement;

Debtor: Bayview Kaneohe Golf Park Inc.

Secured Party: Bank of Hawaii

Recorded March 29, 2018 as Regular System Document No. A-66620365 of Official Records.

30. The following matters, as shown on or disclosed by the map dated February 24, 2017; revised June 6, 2017 and January 17, 2019, prepared by Ross K. Tanaka Licensed Professional Land Surveyor Certificate No. 10744:

Easement (Parcel F-8) for Temporary Fill purposes.

Tempory Construction (Parcel C-1) (18-1-3-40).

Sewer Easement (Parcel 2) (18-1-3-40).

Sewer Easement (Parcel 4) (12-4-3-40).

60 ft. Shoreline Setbacks.

31. Easements, setbacks and other matters as disclosed by the map attached to Affidavit recorded October 28, 2019 as Regular System Document No. A-72401304 of Official Records.

32. The effect of a deed dated July 16, 2019, executed by Bayview Kaneohe Golf Park Inc., a Hawaii corporation, as Grantor, to Pacific American Foundation, a Virginia nonprofit coropration, as Grantee, recorded December 24, 2019, as Regular System Document No. A-72970790 of Official Records.

The requirement that this office be furnished with the evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

NOTE: Unable to verify if the above referenced "uninsured" deed is a valid transfer.

33. The effect of a deed dated July 16, 2019, executed by Pacific American Foundation, a Virginia nonprofit coropration, as Grantor, to Pacific American Foundation Hawaii, Inc., a Hawaii nonprofit corporation, as Grantee, recorded December 24, 2019, as Regular System Document No. A-72970791 of Official Records.

The requirement that this office be furnished with the evidence that the deed was an absolute conveyance for value, and that there are no other agreements, oral or written, regarding the ownership of the land described herein.

NOTE: Unable to verify if the above referenced "uninsured" deed is a valid transfer.

34. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

35. Rights of parties in possession.

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First American Title

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 5941348

File No.: 5941348

The Land referred to herein below is situated in the County of Honolulu, State of Hawaii, and is described as follows:

LOT 1

"WAIKALUA-LOKO FISH POND"

REAL PROPERTY SITUATE AT KANEOHE, KOOLAUPOKO, OAHU, HAWAII

BEING ALL OF WAIKALUA-LOKO AND WAIKALUA FISH PONDS AND PORTIONS OF ROYAL PATENT 980, LAND COMMISSION AWARD 1958, APANA 5 TO MAHU AND ROYAL PATENT 1377, LAND COMMISSION AWARD 4217, APANA 2 TO KAULA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THIS PARCEL OF LAND, ON THE SOUTHEASTERLY EDGE OF KANEOHE STREAM, BEING A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 373.41 FEET, ITS CURVE CENTER BEARS: 144° 56' 43", THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KAILUA" BEING 9,772.59 FEET NORTH AND 3,376.98 FEET WEST, THENCE RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM, ON A CURVE TO THE LEFT HAVING A RADIUS OF 373.41 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:
229° 10' 21.5" 75.12 FEET;
2. 223° 24' 204.00 FEET. ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
3. 133° 24' 10.00 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
4. 223° 24' 80.00 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
5. 277° 52' 43.01 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
6. 223° 24' 50.00 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
7. 168° 56' 43.01 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;
8. 223° 24' 131.99 FEET ALONG THE SOUTHEASTERLY EDGE OF KANEOHE STREAM;

THENCE ALONG THE SOUTHERLY EDGE OF KANEOHE BAY FOR THE NEXT COURSE, THE DIRECT AZIMUTH AND DISTANCE BETWEEN POINTS ON SAID EDGE OF BAY BEING:

9. 277° 03' 1231.42 FEET;

THENCE ALONG THE NORTHWESTERLY EDGE OF FORMER KEANA FISH POND FOR THE NEXT FIVE (5) COURSES, BEING

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ALSO ALONG ROYAL PATENT 5583, LAND COMMISSION AWARD 2937, APANA 3, PART 10 TO WILLIAM HARBOTTLE, THE DIRECT AZIMUTHS AND DISTANCES BETWEEN POINTS ON SAID EDGE OF FISH POND BEING:

10. 61° 47' 50.00 FEET;
11. 46° 51' 72.10 FEET;
12. 27° 17' 90.00 FEET;
13. 15° 17' 120.00 FEET;
14. 359° 17' 130.00 FEET;
15. 108° 40' 251.39 FEET ALONG LOT 2 AS SHOWN ON DPP FILE NO. 2017/SUB-42;
16. 48° 20' 42.12 FEET ALONG LOT 2;
17. 76° 35' 23.58 FEET ALONG LOT 2;
18. 59° 10' 111.75 FEET ALONG LOT 2;
19. 60° 55' 97.33 FEET ALONG LOT 2;
20. 56° 55' 189.69 FEET ALONG LOT 2;
21. 51° 35' 47.51 FEET ALONG LOT 2;
22. 56° 20' 113.98 FEET ALONG LOT 2;
23. 57° 50' 151.08 FEET ALONG LOT 2;
24. 55° 05' 117.24 FEET ALONG LOT 2;
25. 68° 25' 49.20 FEET ALONG LOT 2;
26. 54° 25' 84.87 FEET ALONG LOT 2;
27. 55° 15' 14.76 FEET ALONG LOT 2;
28. 158° 28' 308.82 FEET ALONG LOT 2 AND EXCLUSION 2 (KANEHOE SEWAGE TREATMENT PLANT) AS SHOWN ON PARCEL MAP 7-9-2-36;
29. 68° 28' 100.00 FEET ALONG EXCLUSION 2 (KANEHOE SEWAGE TREATMENT PLANT);
30. 158° 28' 371.60 FEET ALONG EXCLUSION 2 (KANEHOE SEWAGE TREATMENT PLANT) AND LOT 2 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 17.113 ACRES, MORE OR LESS, AS PER SURVEY DATED AUGUST 15, 2019 OF WAYNE M. TERUYA, LICENSED PROFESSIONAL LAND SURVEYOR, CERTIFICATE NO. 6297.

EXCEPTING ANY PORTION OF THE LAND CREATED BY ACCRETION AND ALSO ANY PORTION LYING BELOW THE SHORELINE AS DEFINED BY HAWAII LAW AND/OR CERTIFIED BY THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES.

BEING THE PREMISES CONVEYED BY WARRANTY DEED RECORDED DECEMBER 24, 2019 AS REGULAR SYSTEM DOCUMENT NO. A-72970791 OF OFFICIAL RECORDS.

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GRANTEE: PACIFIC AMERICAN FOUNDATION HAWAII, INC., A HAWAII NONPROFIT CORPORATION

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