

R-510

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

FEB 28, 2000 10:00 AM

Doc No(s) 2000-026329

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$0.00

LAND COURT

RETURN BY () MAIL () PICK-UP
Ashford & Wriston [CRA]
P.O. Box 131
Honolulu, Hawaii 96810
539-0400

Third Division TMK Nos.:

8-2-6, parcel 15
8-5-01, parcels 2, 4, 10
8-5-05, parcels 19, 20, 22, 26, 27, 30
8-6-01, parcels 01, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
8-6-02, parcels 10, 11, 15, 25, 27, 34, 35, 42, 43, 44
8-6-03, parcels 3, 6
8-6-04, parcels 1, 2, 3, 4, 9, 10, 11, 14, 15, 19, 20
8-6-07, parcels 3, 8, 31
8-6-08, parcels 1, 2, 9, 11
8-6-09, parcels 1, 2
8-6-10, parcels 4, 5, 14
8-6-11, parcels 1, 2, 3, 8, 9, 10, 11
8-6-12, parcels 8, 9, 11
8-6-13, parcels 1, 3, 18, 36, 43
8-6-14, parcels 1, 3, 5, 10, 12, 20
9-2-01, parcel 3

First Division TMK Nos.:

5-8-01, parcels 6, 14, 18, 19, 23, 25, 63
9-8-01, parcels 3, 4, 5, 6
9-8-09, parcels 4, 19
9-8-11, parcel 16
9-7-19, parcel 42

PARTITION DEED

PARTITION DEED

THIS DEED, made this 28th day of February, 2000, by and among ELIZABETH MARKS STACK, unmarried, whose residence and post office address is 3870 Waokanaka Street, Honolulu, Hawaii (hereinafter called "Stack"), McCANDLESS LAND & CATTLE COMPANY, a Hawaii limited partnership, whose principal place of business and post office address is Post Office Box 500, Honaunau, Hawaii (hereinafter called "McCandless Company") and MOANI MARKS ZABLAN, NOHEA MARKS SANTIMER and NOENOE MARKS LINDSEY, collectively as Trustees of the Les Marks Trust, as amended by Restatement of Revocable Living Trust Agreement dated December 13, 1988, having all powers under said Trust Agreement, including full power to sell, convey, exchange, mortgage, lease, assign or otherwise deal with and dispose of all lands of the trust estate (hereinafter called "Marks Trustees"), MOANI MARKS ZABLAN (hereinafter called "Zablan"), wife of Nicholas Zablan, NOHEA MARKS SANTIMER (hereinafter called "Santimer"), wife of Joseph Santimer, and NOENOE MARKS LINDSEY (hereinafter called "Lindsey"), wife of Vernon Lindsey, all individually, and all of whom have their post office address at 86-4180 Mamalahoa Highway, Captain Cook, Hawaii,

WITNESSETH THAT:

RECITALS:

1. Stack, McCandless Company and Marks Trustees have for many years been owners of the land hereinbelow described, as well as other land, as tenants in common, each owning an undivided one-third interest.
2. Stack, McCandless Company and Marks Trustees have agreed upon a partition in kind of the land hereinbelow described, together with personal property heretofore owned in

common by them and used in conducting a partnership business under the names of McCandless Properties and McCandless Ranch.

3. This is one of a series of transfers of title by which the partition of the real estate and personal property of the partnership has been, and is, effected.

4. The property distributed hereby to each of Stack, McCandless Company and Marks Trustees is equal in value to the remaining undivided interest, respectively, of each of Stack, McCandless Company and Marks Trustees in the partnership. The value of the interest and the proportionate interest of each of Stack, McCandless Company and Marks Trustees are the same before and after partition of the lands hereinbelow described.

5. All Exhibits attached hereto or referred to herein are incorporated herein by reference.

NOW, THEREFORE, the parties do hereby agree:

PARTITION OF REAL ESTATE.

A. McCandless Company and Marks Trustees do hereby grant, bargain, sell and convey unto Stack all of their right, title and interest in and to the following property:

Mauka Property

1. That portion of the ahupuaa of Kiilae (L.C. Aw. 8521-B, Apana 3, no R.P.) lying mauka (east) of Mamalahoa Highway at South Kona, Island and County of Hawaii, more particularly described in Exhibit 1, save and except that portion thereof described in Exhibit 2 (TMK (3) 8-5-01-12, which has been adjudicated to be owned by others) the same being TMKs (3) 8-5-01-2, 4 and 10. SUBJECT TO and TOGETHER WITH easements for access in favor of and granted by Kamehameha Schools/Bishop Estate, owner of abutting ahupuaas. Exhibits 1 and 2 are a portion of Exhibit A and all of Exhibit

recorded in the Bureau of Conveyances as Document No. 94-076281.

2. Easements for existing water lines serving the lands of Waiea and Honokua, makai of the Kona Belt Road, and subdivided lots or kuleanas in Waiea.

TOGETHER WITH easements:

1. For existing waterlines over the remainder of TMK (3) 8-6-11-1, after excluding Lots 1-A through 1-D (TMKs (3) 8-6-11-8 through 11).
2. For a waterline across TMK (3) 8-6-09-6 and Lot 1-A (TMK (3) 8-6-11-8) as more particularly described in Exchange of Easements dated January 20, 1994, recorded in the Bureau of Conveyances as Document No. 94-057243.
3. For existing water meters upon Lot 1-A (TMK (3) 8-6-11-8).

Oahu Property

14. Those kuleanas situate at Waialea, Oahu, City and County of Honolulu, described as follows:

TMK (1) 5-8-01-18, being L.C. Aw. 2825, Apanas 1 and 2, R.P. 1337, area 1.53 acres

TMK (1) 5-8-01-63, area 11,605 square feet

B. Stack and Marks Trustees do hereby grant, bargain, sell and convey unto McCandless Company all of their right, title and interest in and to the following property:

Mauka Property

1. All those portions of the ahupuaas of Honokua, (L.C. Aw. 7713, Apana 9, R.P. 6857) and Waiea (Grant 1586) lying mauka (east) of Mamalahoa Highway at South Kona, Island and County of Hawaii (portions of TMK (3) 8-6-01-01 and all of TMKs 8-6-01-5 through 14), and a portion of the ahupuaa of Kahuku (portion of TMK (3) 9-2-01-3), together constituting Parcel 1 Revised, area 12,083.12 acres of Subdivision No. 6503 approved by the Hawaii County Planning Commission on December 22, 1994; TOGETHER with easements for existing water lines and SUBJECT TO obligations imposed by Settlement Agreement with Medeiros Defendants and Order Approving Recommendations of Commissioner filed December 28, 1999 in Civil No. 92-185K, Third Circuit Court.

2. The following kuleanas in the portion of Honokua lying mauka (east) of Mamalahoa Highway:

L.C. Aw. 8175, Apana 2, R.P. No. 6525, area 4 acres

L.C. Aw. 7062, R.P. No. 3198, area 1.6 acres (formerly TMK No. (3) 8-6-6-17)

L.C. Aw. 9720, Apana 2, R.P. No. 7436, area 4.25 acres

L.C. Aw. 9457, R.P. No. 6316, area 2 acres (formerly TMK No. (3) 8-6-6-11)

L.C. Aw. 6942, Apana 2, (no R.P.), area 0.23 acres (TMK No. (3) 8-6-6-12)

L.C. Aw. 6942, Apana 3, (no R.P.), area 0.11 acres (formerly TMK No. (3) 8-6-6-13)

L.C. Aw. 9872, R.P. 6226, area 3.4 acres (TMK (3) 8-6-6-3)

3. All other kuleanas or interests they may have which are in or appurtenant to those portions of the ahupuaas of Honokua (L.C. Aw. 7713, Apana 9, R.P. 6857) and Waiea (Grant 1586) situated mauka (east) of Mamalahoa Highway.

McCandless Company recognizes and assumes the obligation to convey to others (by deed or Exclusive Use Agreement) those portions of the ahupuaa of Honokua (a) identified as Areas A, B-1, B-2 and B-3 in the Settlement Agreement between Plaintiffs and Medeiros Defendants, adopted by the Partition Commissioner and approved by the Court in Civil No. 92 185K, Third Circuit Court, State of Hawaii and (b) two (2) fifteen (15)-acre lots to be set off in partition to the Apio and Ahu families in that action, as well as (c) any right, title or interest in any kuleanas situated within (a) or (b). McCandless Company also recognizes and assumes, with Stack, the obligation to contribute funds to pay costs as ordered by the Court in Civil No. 92-185K.

4. Those portions of the ahupuaa of Kalahiki (L.C. Aw. 7130, Apana 3, R.P. 8294) and L.C. Aw. 8450, R.P. 6551, constituting TMK (3) 8-6-04-3, area 20.33 acres, as more particularly described in Exhibit 10A.

Makai Property

5. An undivided 64.1% interest in and to TMK (3) 8-6-08-9, area 7.01 acres, more particularly described in Exhibit 9A, to be held as tenant in common with Stack, RESERVING, HOWEVER, to Stack, a sixty (60) day right of first refusal to purchase said undivided interest on the same terms and conditions as it may be offered by McCandless Company to any other party, whenever offered.

6. All those portions of the ahupuaas of Hookena (L.C. Aw. 9971, Apana 29) and Kauhako (Grants 1454 and 1466) lying makai (west) of Mamalahoa Highway at South Kona, Island and County of Hawaii (portions of TMK (3) 8-6-11-2), SUBJECT TO and TOGETHER WITH easements for access in favor of and granted by Kamehameha Schools/Bishop Estate, owner of Kealia I and for existing water lines.

7. All that portion of the ahupuaas of Waiea (Grant 1586) and Kalahiki (L.C. Aw. 7130, Apana 3) lying makai (west) of Mamalahoa Highway at South Kona, Island and County of Hawaii (portion of TMKs (3) 8-6-08-1 and 2, all of TMKs (3) 8-6-08-11, (3) 8-6-11-1, 2, 3 and 8 and (3) 8-6-09-1, being a portion of Grant 1853, and a portion of TMK (3) 8-6-09-2) constituting the northern 46.65%, by area of the combined area of (a) makai Waiea, just described, and (b) makai Kalahiki, just described, and which combined area is to include L.C. Aw. 7028, a portion of Grant 1853 and portions of L.C. Aws. 7303, Apana 2; 7027, Apana 2; 9746C, Apana 2; and 7802B, Apana 2, but is to exclude Lots 1A through 1D and all other kuleanas in makai Kalahiki and is subject to easements for existing utilities and water lines and, as to TMK (3) 8-6-08-11, to a lease in favor of the County of Hawaii.

8. The following lands or kuleanas situated within the portions of the ahupuaas of Hookena (L.C. Aw. 9971, Apana 29), Kauhako, Kalahiki and Waiea situated makai (west) of Mamalahoa Highway:

Portion of L.C. Aw. 9971, Apana 29, area 0.02 acres
(TMK 3) 8-6-13-36)

Portion of L.C. Aw. 10381, Apana 2, R.P. 5999, area 0.023 acre

L.C. Aw. 10381, Apana 1, R.P. 5999, area 0.05 acres
(TMK (3) 8-6-13-43)

L.C. Aw. 7065, Apana 1, R.P. 5099, area 0.16 acres
(TMK (3) 8-6-13-18)

Portion of L.C. Aw. 9971, Apana 29, area 0.51 acres
(TMK (3) 8-6-13-3)

Portion of L.C. Aw. 9971, Apana 29, area 0.062 acres
(TMK (3) 8-6-13-1)

L.C. Aw. 9746-C, Apana 1, R.P. 3676, area 0.20 acres
(TMK (3) 8-6-14-12)

L.C. Aw. 9572, Apana 1, R.P. 4953, area 4.20 acres
(TMK (3) 8-6-14-16)

L.C. Aw. 9877-B, R.P. 4737, area 0.17 acres (TMK (3) 8-6-14-20)

Portion of Grant 1586 (TMK (3) 8-6-08-10) more particularly
described in Exhibit 9B.

Oahu Property

9. Those kuleanas situate at Waialeale, Oahu, City and County of Honolulu,
described as follows:

L.C. Aw. 2824, Apana 2, R.P. 1339, area 1.10 acres
(TMK (1) 5-8-01-6)

L.C. Aw. 2824, Apana 1, R.P. 1339, area 0.69 acres
(TMK (1) 5-8-01-23)

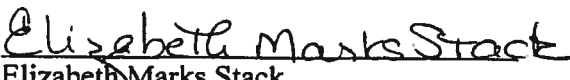
C. Stack and McCandless Company do hereby grant, bargain, sell and convey unto
Marks Trustees all of their right, title and interest in and to the following property:

Mauka Property

1. Those portions of the ahupuaas of Hookena (L.C. Aw. 9971, Apana 29),
Kauhako (Grant 2026) and Kalahiki (L.C. Aw. 7130, Apana 3, R.P. 8294) situate mauka
(east) of Mamalahoa Highway at South Kona, Island and County of Hawaii (being TMKs
(3) 8-6-02-35 and 42, (3) 8-6-10-14, (3) 8-6-04-14 and 20 and portions of TMK (3)
8-6-01-01, but excluding therefrom TMKs (3) 8-6-04-3 and (3) 8-6-04-11), and a portion

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

IN WITNESS WHEREOF, the parties hereto and their respective husbands have executed this instrument, effective the day and year first above written.

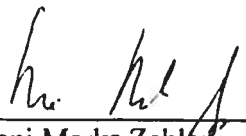

Elizabeth Marks Stack

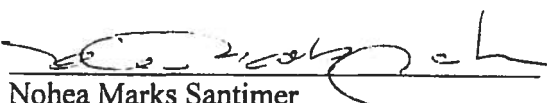
(Stack)

McCANDLESS LAND & CATTLE
COMPANY

By _____
Cynthia M. Salley
Its General Partner

(McCandless Company)


Moani Marks Zablan


Nohea Marks Santimer

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

IN WITNESS WHEREOF, the parties hereto and their respective husbands have executed this instrument, effective the day and year first above written.

Elizabeth Marks Stack

(Stack)

McCANDLESS LAND & CATTLE
COMPANY

By Cynthia M. Salley
Cynthia M. Salley
Its General Partner

(McCandless Company)

Moani Marks Zablan

Nohea Marks Santimer

A handwritten signature in dark ink, appearing to read 'Lindsey Marks', written over a horizontal line.

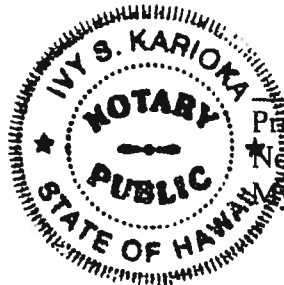
Noenoe Marks Lindsey

(as trustees aforesaid and individually)

Note: The following are the only exhibits attached to this instrument: 1, 2, 4, 5, 6, 7, 8, 9A, 9B, 12, 13, 14, 15 and 16.

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

On this 25th day of February, 2000, before me personally appeared ELIZABETH MARKS STACK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



Ivy S. Karioka
Print Name: Ivy S. Karioka
Notary Public, State of Hawaii
My commission expires: 9/19/2001

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this _____ day of _____, 2000, before me appeared CYNTHIA M. SALLEY, to me personally known, who, being by me duly sworn or affirmed, did say that she is the general partner of McCANDLESS LAND & CATTLE COMPANY, a Hawaii limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partners, and said general partner acknowledged said instrument to be the free act and deed of said partnership.

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

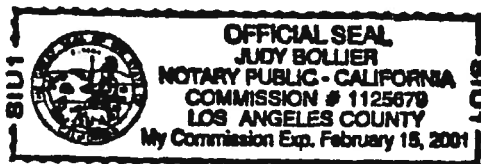
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2000, before me personally appeared ELIZABETH MARKS STACK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

CALIFORNIA
STATE OF HAWAII)
LOS ANGELES) SS.
COUNTY OF HAWAII)

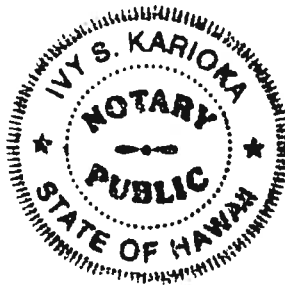
On this 24 day of FEBRUARY, 2000, before me appeared CYNTHIA M. SALLEY, to me personally known, who, being by me duly sworn or affirmed, did say that she is the general partner of McCANDLESS LAND & CATTLE COMPANY, a Hawaii limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partners, and said general partner acknowledged said instrument to be the free act and deed of said partnership.



Judy Bollier
Print Name: JUDY BOLLIER
Notary Public, State of Hawaii - CALIFORNIA
My commission expires: FEB 15, 2001

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

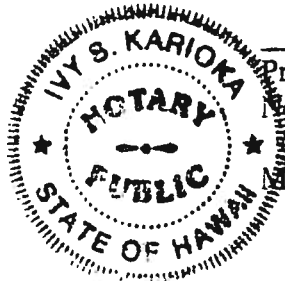
On this 23rd day of February, 2000, before me personally appeared
MOANI MARKS ZABLAN, to me known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as the free act and deed of
such person and, if applicable, in the capacity shown, having been duly authorized to
execute such instrument in such capacity.



Ivy S. Karioka
Print Name: Ivy S. Karioka
Notary Public, State of Hawaii
My commission expires: 9/19/2001

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

On this 23rd day of February, 2000, before me personally appeared
NOHEA MARKS SANTIMER, to me 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.



Ivy S. Karioka
Print Name: Ivy S. Karioka
Notary Public, State of Hawaii
My commission expires: 9/19/2001

STATE OF HAWAII

)

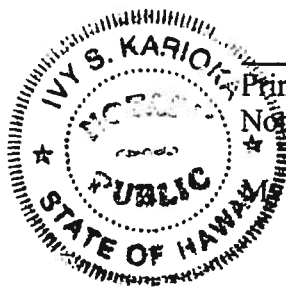
)

SS.

COUNTY OF MAUI

)

On this 25th day of February, 2000, before me personally appeared NOENOE MARKS LINDSEY, to me 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.



Ivy S. Karioka
Print Name: Ivy S. Karioka

Notary Public, State of Hawaii

commission expires: 9/19/2001