

Warranty Deed: State is
Grantee



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

January 13, 2012 8:01 AM

Doc No(s) A-43950673



/s/ NICKI ANN THOMPSON
REGISTRAR

1 5/5
B-31998144

KKA

Conveyance Tax: \$4203.30

LAND COURT SYSTEM

Return by Mail () Pickup () To:

State of Hawaii
Board of Land and Natural Resources
1151 Punchbowl Street
Honolulu, HI 96813

REGULAR SYSTEM

DN
TG: 201155082 - S

TGE: 112043547
MICHAEL E. GAMBERDELL

RS
5

Total Number of Pages: 9

LOD No.

Tax Map Key No. (2) 2-2-002-081 (por.)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective as of the 13 day of January, 2012, **KAONOULU RANCH LLLP**, a Hawaii limited liability limited partnership, whose address is P.O. Box 390, Kula, Hawaii 96790, hereinafter referred to as the "Grantor," for and in consideration of the sum of ONE MILLION FOUR HUNDRED ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$1,401,100.00), paid to Grantor by the **STATE OF HAWAII**, by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, 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, the Grantee's successors and assigns, that certain parcel of land situate at Kaonoulu, Koheo 1 and 2, Kihei, Island and County of Maui, State of Hawaii, designated as "Lot 1-A-1 of the Kaonoulu Ranch-Water Tank Subdivision," containing an area of 29.175 acres, more particularly described by the survey description in Exhibit "A" attached hereto and made part hereof (the "Property").

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances, except as noted herein.

The Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seised in fee simple and possessed of the above-described land and premises, that it has a good and lawful right to convey the same as aforesaid, that the same is free and clear of all liens and encumbrances (except as noted herein), and that it will and its successors and assigns, shall WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons whomsoever.

AND, the Grantor warrants that if any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials by Grantor on or adjacent to the Property, as determined by Grantee in its sole discretion, then the Grantor shall be responsible for the reasonable costs thereof except where such testing does not show any release of hazardous materials affecting the Property caused by Grantor or persons acting through or under Grantor. In addition, Grantor shall execute affidavits, representations and the like from time to time at Grantee's request concerning Grantor's best knowledge and belief regarding the presence of hazardous materials on the Property placed or released by Grantor.

The Grantor agrees to indemnify, defend, and hold Grantee harmless, from any damages and claims resulting from the release of hazardous materials on or about the Property occurring while Grantor was in possession of the Property, or elsewhere if caused by Grantor or persons acting through or under Grantor.

For the purpose of this deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, Chapter 128D, Hawaii Revised Statutes, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

AND, the Grantor and Grantee acknowledge and agree that this disposition of the Property has been negotiated under threat of, and is made in lieu of, condemnation by Grantee by means of an eminent domain proceeding pursuant to Chapter 101, Hawaii Revised Statutes.

AND, the Grantee covenants that this purchase of real property has had prior approval by the Attorney General pursuant to Section 26-7 and Section 107-10, Hawaii Revised Statutes as to legality and form, exceptions, and reservations.

The Grantor shall be responsible for payment of all property taxes up to the date of execution of this Warranty Deed.

IN WITNESS WHEREOF, KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership, the Grantor herein, has caused these presents to be executed this 6 day of January, 2012, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 6 day of January, 2012, both effective as of the day, month, and year first above written.

KAONOULU RANCH LLLP

By 
Henry F. Rice
Its Managing Partner

Grantor

Approved by the Board of Land and Natural Resources at its meeting held on November 10, 2011.

APPROVED AS TO LEGALITY, FORM, EXCEPTIONS & RESERVATIONS:

STATE OF HAWAII, by its Board of Land and Natural Resources

Linda L.W. Chow
Deputy Attorney General

By _____
William J. Aila, Jr.
Its Chairperson

Dated: January __, 2011

Grantee

IN WITNESS WHEREOF, KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership, the Grantor herein, has caused these presents to be executed this 6 day of January, 2012, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 6 day of January, 2012, both effective as of the day, month, and year first above written.

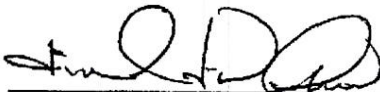
KAONOULU RANCH LLLP

By _____
Henry F. Rice
Its Managing Partner

Grantor

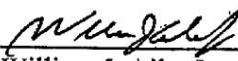
Approved by the Board of Land and Natural Resources at its meeting held on November 10, 2011.

APPROVED AS TO LEGALITY, FORM, EXCEPTIONS & RESERVATIONS:



Linda L.W. Chow
Deputy Attorney General

STATE OF HAWAII, by its Board of Land and Natural Resources

By 

William J. Aila, Jr.
Its Chairperson

Dated: January 6, 2011

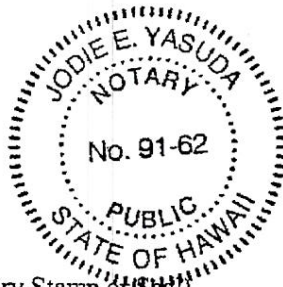
Grantee

STATE OF HAWAII

COUNTY OF MAUI

)
) ss.
)

On this 6th day of January, 2012, before me personally appeared **HENRY F. RICE**, personally known/proved to me on the basis of satisfactory evidence, 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.



(Notary Stamp or Seal)

Jodie E. Yasuda
Name: Jodie E. Yasuda

Notary Public, State of Hawaii

My commission expires: July 8, 2013

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Warranty Deed

Document Date: undated

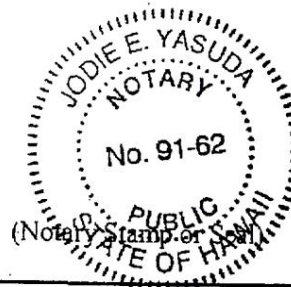
No. of Pages: 8

Jurisdiction (in which notarial act is performed):

Jodie E. Yasuda
Signature of Notary

January 6, 2012
Date of Notarization and
Certification Statement

Jodie E. Yasuda
Printed Name of Notary



(Notary Stamp or Seal)

EXHIBIT A TO WARRANTY DEED

Legal Description of the Property

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 and Royal Patent 4388, Land Commission Award 8452, Apana 19 to A. Keohokalole) situate, lying and being at Kaonoulu, Koheo 1 and 2, Kihei, Island and County of Maui, State of Hawaii, being LOT 1-A-1 of the "KAONOULU RANCH-WATER TANK SUBDIVISION" and thus bounded and described, to-wit:

Beginning at a 1/2-inch pipe on the southwest corner of this lot on the easterly side of Piilani Highway (Federal Aid Project No. F-RF-031-1(5)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KALI" being:

11,695.40 feet North
21,731.05 feet West

and running by azimuths measured clockwise from true South:

1. Thence along the easterly side of Piilani Highway (Federal Aid Project No. F-RF-031-1(5)) on a curve to the right with a radius of 6,935.19 feet, the radial azimuth from the radius point to the beginning of the curve being:

75°	21'	36.2"		the chord azimuth and distance being:
166°	04'	48.1"	174.29	feet to a 1/2-inch pipe;
2. 166° 48' 151.65 feet along same to a 1/2-inch pipe;
3. 256° 48' 615.00 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a 1/2-inch pipe;
4. Thence along same on a curve to the right with a radius of 1,000.00 feet, the chord azimuth and distance being:

265°	18'		295.62	feet to a PK nail;
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5. 273° 48' 1,330.50 feet along same to a 1/2-inch pipe;
6. 0° 00' 737.29 feet along remainders of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 and Royal Patent 4388, Land Commission Award 8452, Apana 19 to A. Keohokalole;

7. 100° 28' 1,517.10 feet along Grant 9325, Apana 1 to Haleakala Ranch Co.;
8. 95° 59' 656.11 feet along same to the point of beginning and containing an area of 29.175 acres, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR: KAO RANCH, LIMITED, a Hawaii corporation (formerly known as KAONOULU RANCH COMPANY, LTD., a Hawaii corporation)

GRANTEE: KAONOULU RANCH, a Hawaii limited partnership

DATED: March 11, 1983 & April 19, 1983

RECORDED: Liber 16988 Page 248

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. The terms and provisions contained in the following:

INSTRUMENT: AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL

DATED: --(acknowledged December 1, 2000 and December 13, 2000)

RECORDED: Document No. 2000-182505

PARTIES: KAONOULU RANCH

3. The terms and provisions contained in the following:

INSTRUMENT: AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL

DATED: February 19, 2009

RECORDED: Document No. 2009-044494

PARTIES: KAONOULU RANCH LLLP, "Subdivider", COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, "COUNTY"

4. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED: February 3, 2009

RECORDED: Document No. 2009-048542

PARTIES: KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership, "Owner", and COUNTY OF MAUI, through its Department of Planning, a body politic corporate, and a political subdivision of the State of Hawaii

5. **RESTRICTION OF VEHICLE ACCESS RIGHTS**

ALONG: along Piilani Highway

SHOWN: on Survey map prepared by Michael E. Silva, Land Surveyor, dated February 26, 2010, revised October 12, 2010 (Pending approval, Subdivision File No. 2.3124)

6. **CENTERLINE DRAINAGEWAY** as shown on survey map prepared by Michael E. Silva, Land Surveyor, dated February 26, 2010, revised October 12, 2010 (Pending approval, Subdivision File No. 2.3124).

7. The terms and provisions contained in the following:

INSTRUMENT: SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED: August 23, 2010

RECORDED: Document No. 2010-172544

PARTIES: KAONOULU RANCH LLLP, "Owner", and COUNTY OF MAUI, through its Department of Planning, a body politic and corporate, and a political subdivision of the State of Hawaii

8. GRANT

TO: KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership

DATED: February 4, 2011

RECORDED: Document No. 2011-025622

GRANTING: a perpetual non-exclusive easement for the natural flow and discharge over and onto Lot 1-A-1 of surface water and run-off from Lot 1-A-2

9. GRANT

TO: HALEAKALA RANCH COMPANY, a Hawaii corporation

DATED: January 6, 2012 Doc A-43950670

RECORDED: Document No. January 13, 2012 8:01 AM

GRANTING: a non-exclusive easement for access and utility purposes affecting Easement "B" more particularly described therein

10. GRANT

TO: KAONOULU RANCH LLLP, a Hawaii limited liability limited partnership

DATED: January 6, 2012 Doc A-43950671

RECORDED: Document No. January 13, 2012 8:01 AM

GRANTING: a non-exclusive easement for access and utility purposes affecting Easement "A" and Easement "B" more particularly described therein.

Tax Map Key No.: (2) 2-2-002-081