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STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

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B-32816079

/s/ NICKI ANN THOMPSON
REGISTRAR

Conveyance Tax: \$6.00

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ()

County of Hawaii
25 Aupuni Street
Hilo, HI 96720

TG: A 201524985 -5
TGE: 23115059443
Janet Lum Won

Total Pages: 12

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: KONA VISTAS, LLC, a Delaware limited liability company

GRANTEE: COUNTY OF HAWAII
25 Aupuni Street, Hilo, HI 96720

PROPERTY DESCRIPTION:

TMKs (3) 7-6-024-025, 112 and 113 being Lots 46-B-1, Drainage Lot 2, and Remnant Lot, respectively, being portion of R.P. 4475, L.C. Aw. 7713, Apana 43 to V. Kamamalu, situate at Holualoa 1st and 2nd, North Kona, Island, County and State of Hawaii

DOCUMENT NO.: 2005-027955

L. C. DOCUMENT NO.:
TRANSFER CERTIFICATE OF
TITLE NO(S):

15-035/23115059443/1106.v

LAW OFFICES OF MARK VAN PERNIS

75-167F Hualalai Road, Suite B, Kailua-Kona, Hawaii 96740-1714, Telephone No. (808) 329-3551

WARRANTY DEED

THIS INDENTURE, made this 3rd day of December, 2015, by and between **KONA VISTAS, LLC**, a Delaware limited liability company, hereinafter referred to as the "Grantor", and **COUNTY OF HAWAII**, whose address **25 Aupuni Street, Hilo, HI 96720**, hereinafter referred to as the "Grantee",

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable consideration paid to Grantor by the Grantee, the receipt whereof is hereby acknowledged by the Grantor, does hereby grant, bargain, sell and convey unto the Grantee, as **TENANT IN SEVERALTY** forever and in fee simple, the following described property:

ALL that certain property as more fully set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

BEING the same premises conveyed to the Grantor herein by Deed dated **October 29, 2004** and recorded in the **Bureau of Conveyances of the State of Hawaii** as **Document No. 2005-027955**.

AND the reversions, remainders, rents, issues, improvements 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 buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith "AS IS", unto the said Grantee and Grantee's heirs, personal representatives and assigns, absolutely and in fee simple, **SUBJECT, HOWEVER**, as aforesaid.

AND, in consideration of the premises, Grantor covenants, on behalf of Grantor and Grantor's heirs, personal representatives and assigns, that the Grantor is lawfully seized in fee simple of the premises hereby conveyed; that the same are free and clear of and from all encumbrances **EXCEPT** as aforesaid, and **EXCEPTING ALSO** current real property taxes

which shall be prorated as of the date of the delivery of this Deed; that Grantor has good right to sell and convey said real property as aforesaid, and that Grantor will and Grantor's heirs, personal representatives and assigns shall **WARRANT AND DEFEND** the same unto the said Grantee and Grantee's heirs, personal representatives and assigns against the lawful claims and demands of all persons **EXCEPT** as aforesaid.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", or any pronoun in place thereof, as and when used hereinabove or hereinbelow, shall mean and include the masculine or feminine, the singular or plural number, individuals, trustees, partnerships, or corporations, and their and each of their respective successors in interest, heirs, personal representatives and assigns, and that if these presents shall be signed by two or more Grantors or Grantees, all covenants of such parties shall be and for all purposes are deemed to be joint and several, respectively.


THE PARTIES hereto 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 all of the parties hereto, notwithstanding all of the parties are not signatory to the original or 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 undersigned has executed this instrument as of the day and year first hereinabove written.

"GRANTOR"

KONA VISTAS, LLC,
a Delaware limited liability company

By _____


Shigeo Endo

Its Manager

Hawaii
STATE OF ~~DELAWARE~~)

City of COUNTY OF Honolulu)

On this _____ day of DEC 03 2015, 2015, before me personally appeared shigeko Endo, who being by me duly sworn, did say he/she is a/the Manager of KONA VISTAS, LLC, a Delaware limited liability company; and that said instrument was signed on behalf of said company by authority of its Board of Directors; and said officers acknowledged said instrument to be the free act and deed of said company.



[Signature]

Name: YALI KUANG
Notary Public, State of Delaware
My Commission Expires: JUN 03 2017

NOTARY CERTIFICATION

Doc. Date: Undated at Time of Notarization # Pages: 12
Name: YALIKUANG
Doc. Description: Warranty Deed
Signature: [Signature]
Date: DEC 03 2015



EXHIBIT "A"

PARCEL ONE: Tax Map Key Number (3) 7-6-024-025

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent 4475, Land Commission Award 7713, Apana 43 to V. Kamamalu, and Royal Patent 8217, Land Commission Award 3660 to John P. Munn) situate, lying and being at Holualoa 1st and 2nd, North Kona, Island and County of Hawaii, State of Hawaii, being LOT 46-B-1, and thus bounded and described per survey dated April 21, 2004, and being more particularly described as follows:

Beginning at the southeast corner of this parcel of land, being also the northeast corner of Drainage Lot 2 and on the southwesterly side of Kuakini Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KALEHO", being 1,912.03 feet south and 5,620.86 feet east, thence running by azimuths measured clockwise from true South:

1. 67° 28' 475.68 feet along Drainage Lot 2;
2. Thence along same on a curve to the left with a radius of 630.09 feet, the chord azimuth distance being:
45° 10' 30" 478.01 feet;
3. 22° 53' 105.47 feet along Drainage Lot 2;
4. 147° 35' 54.06 feet along Lot 46-A-8-A;
5. 238° 13' 18.41 feet along Lot 46-A-8-B;
6. 198° 31' 44" 67.90 feet along same;
7. Thence along same on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
166° 30' 52" 31.81 feet;
8. 134° 30' 63.97 feet along Lot 46-A-8-B;
9. Thence along same on a curve to the right with a radius of 625.00 feet, the chord azimuth and distance being:
45° 53' 02" 51.05 feet;

- | | | | |
|-----|---|--------|---|
| 10. | 138° 15' 28" | 50.00 | feet along Royal Poinciana Drive; |
| 11. | Thence along Lot 5, Kalani Makai Subdivision, Unit 1 on a curve to the left with a radius of 575.00 feet, the chord azimuth and distance being: | | |
| | 225° 52' 40" | 47.76 | feet; |
| 12. | 147° 35' | 149.35 | feet along Lot 5, Kalani Makai Subdivision, Unit 1; |
| 13. | 237° 35' | 72.00 | feet along Lot 6, Kalani Makai Subdivision, Unit 1; |
| 14. | 147° 35' | 116.60 | feet along Lots 6 and 7, Kalani Makai Subdivision, Unit 1; |
| 15. | 103° 25' | 53.10 | feet along Lot 7, Kalani Makai Subdivision, Unit 1; |
| 16. | 147° 35' | 86.99 | feet along Lot 8, Kalani Makai Subdivision, Unit 1; |
| 17. | 237° 00' 30" | 760.19 | feet along Kuakini Makai Subdivision, Increment 2; |
| 18. | Thence along Kuakini Highway on a curve to the right with a radius of 4,543.66 feet, the chord azimuth and distance being: | | |
| | 310° 25' 48.7" | 581.14 | feet to the point of beginning and containing an area of 9.903 acres, more or less. |

Together with easements and rights of way over, across, along, under and upon the roadway lots, being the Royal Poinciana Drive Extension, Road "A", Private Road "A" and Private Road "B", as granted by QUITCLAIM DEED dated June 10, 1999, recorded as Document No. 99-097613, Said Roadways being more particularly described therein; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to:

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

2. DESIGNATION OF EASEMENT "A"

PURPOSE: access
SHOWN: on tax map

3. DESIGNATION OF EASEMENT (15 feet wide)

PURPOSE: waterline
SHOWN: on tax map

4. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOLUALOA SUBDIVISION IV
INCREMENTS 1 AND 2

DATED: June 23, 1983
RECORDED: Liber 17133 Page 55

5. GRANT

TO: HAWAIIAN ELECTRIC LIGHT COMPANY, INC.

DATED: February 10, 1983
RECORDED: Liber 17760 Page 499
GRANTING: a right and easement for utility purposes

6. GRANT

TO: MILDRED E. MACNIVEN

DATED: March 24, 1986
RECORDED: Liber 19568 Page 324
GRANTING: a right of way over, across, along, under, and upon the future
roadway

7. GRANT

TO: WATER COMMISSION OF THE COUNTY OF HAWAII

DATED: November 7, 1986
RECORDED: Liber 20485 Page 249
GRANTING: A perpetual easement to install, maintain, operate, repair, remove
and replace any and all pipes or other structures in, over, and
across the parcel of land described in Exhibit "A" attached thereto.

8. No Access Planting Screen Easement (10 feet wide) following along the northerly boundary of the land described herein, being also the southerly side of Kuakini Highway, and as shown in more detail on the final subdivision plat map, as mentioned in instrument dated June 28, 1989, recorded in Liber 23353 at Page 782.

9. The terms and provisions contained in the following:

INSTRUMENT: DRAINAGE IMPROVEMENT AGREEMENT

DATED: November 8, 2002

RECORDED: Document No. 2002-228126

PARTIES: GAMREX, INC., COUNTY OF HAWAII, MARIA KAREN SHEFF and MELVYN J. PEREZ

10. DESIGNATION OF EASEMENT "R-1"

PURPOSE: access

SHOWN: on survey map prepared by Ray Kazuo Nakamura, Licensed Professional Land Surveyor with Imata and Associates, Inc., dated March 10, 2004 and more particularly described in Affidavit of Ray K. Nakamura dated ---- (acknowledged April 21, 2004), recorded as Document No. 2004-095030

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

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

PARCEL TWO: Tax Map Key Number (3) 7-6-024-112

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent 4475, Land Commission Award 7713, Apana 43 to V. Kamamalu) situate, lying and being at Holualoa 1st and 2nd, North Kona, Island and County of Hawaii, State of Hawaii, being DRAINAGE LOT 2, and thus bounded and described per survey dated April 21, 2004, and thus bounded and described:

Beginning at the northeast corner of this parcel of land, being also the southeast corner of Lot 46-B-1 and on the southwesterly side of Kuakini Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAHELO", being 1,912.03 feet south and 5,620.86 feet east, thence running by azimuths measured clockwise from true South:

1. Along Kuakini Highway on a curve to the right with a radius of 4,543.66 feet, the chord azimuth and distance being:
314° 24' 06.2" 48.37 feet;
2. 67° 28' 567.37 feet along Lot 83, Kilohana Subdivision, Unit 1-A and a remnant;
3. Thence along a remnant on a curve to the left with a radius of 590.09 feet, the chord azimuth and distance being:
41° 38' 05" 379.38 feet;
4. 22° 53' 84.81 feet along a remnant;
5. 74° 50' 4.91 feet along Lot 85, Komohana Kai Subdivision, Unit 1;
6. 22° 53' 77.67 feet along Lot 83, Komohana Kai Subdivision, Unit 1;
7. 147° 35' 43.95 feet along Drainage Lot 1;
8. 202° 53' 140.48 feet along Lots 46-A-8-A and 46-B-1;
9. Thence along Lot 46-B-1 on a curve to the right with a radius of 630.09 feet, the chord azimuth and distance being:
225° 10' 30" 478.01 feet;
10. 247° 28' 475.68 feet along Lot 46-B-1 to the point of beginning and containing an area of 1.071 acres, more or less.

Together with Drainage Lot 1.

Together, also, with easements and rights of way over, across, along, under and upon the roadway lots, being the Royal Poinciana Drive Extension, Road "A", Private Road "A" and Private Road "B", as granted by QUITCLAIM DEED dated June 10, 1999, recorded as Document No. 99-097613, Said Roadways being more particularly described therein; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to:

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: DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR HOLUALOA SUBDIVISION IV
 INCREMENTS 1 AND 2

DATED: June 23, 1983
RECORDED: Liber 17133 Page 55

3. No Access Planting Screen Easement (10 feet wide) following along the northerly boundary of the land described herein, being also the southerly side of Kuakini Highway, and as shown in more detail on the final subdivision plat map, as mentioned in instrument dated June 28, 1989, recorded in Liber 23353 at Page 782.

4. The terms and provisions contained in the following:

INSTRUMENT: DRAINAGE IMPROVEMENT AGREEMENT

DATED: November 8, 2002
RECORDED: Document No. 2002-228126
PARTIES: GAMREX, INC., COUNTY OF HAWAII, MARIA KAREN
 SHEFF and MELVYN J. PEREZ

5. Rights of others who may have easement or access rights in the land described above
6. 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.
7. Any unrecorded leases and matters arising from or affecting the same.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

PARCEL THREE: Tax Map Key Number (3) 7-6-024-113

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent 4475, Land Commission Award 7713, Apana 43 to V. Kamamalu) situate, lying and being at Holualoa 1st and 2nd, North Kona, Island and County of Hawaii, State of Hawaii, being REMNANT LOT, and thus bounded and described per survey dated April 21, 2004, and being more particularly described as follows:

Beginning at the east corner of this parcel of land and on the northerly side of Lot 83, Kilohana Subdivision, Unit 1-A, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAHELO", being 2,141.20 feet south and 5,184.61 feet east, thence running by azimuths measured clockwise from true South:

1. 29° 00' 393.00 feet along Lot 83, Kilohana Subdivision, Unit 1-A and along Lots 88, 87 and 86, Komohana Kai Subdivision, Unit 1;
2. 74° 50' 153.09 feet along Lot 85, Komohana Kai Subdivision, Unit 1;
3. 202° 53' 84.81 feet along Drainage Lot 2;
4. Thence along same on a curve to the right with a radius of 590.09 feet, the chord azimuth and distance being:

 221° 38' 05" 379.38 feet;
5. 247° 28' 57.66 feet along Drainage Lot 2 to the point of beginning and containing an area of 0.946 acre, more or less.

Together with easements and rights of way over, across, along, under and upon the roadway lots, being the Royal Poinciana Drive Extension, Road "A", Private Road "A" and Private Road "B", as granted by QUITCLAIM DEED dated June 10, 1999, recorded as Document No. 99-097613, Said Roadways being more particularly described therein; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to:

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: DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HOLUALOA SUBDIVISION IV
INCREMENTS 1 AND 2

DATED: June 23, 1983

RECORDED: Liber 17133 Page 55

3. No Access Planting Screen Easement (10 feet wide) following along the northerly boundary of the land described herein, being also the southerly side of Kuakini Highway, and as shown in more detail on the final subdivision plat map, as mentioned in instrument dated June 28, 1989, recorded in Liber 23353 at Page 782.

4. The terms and provisions contained in the following:

INSTRUMENT: DRAINAGE IMPROVEMENT AGREEMENT

DATED: November 8, 2002

RECORDED: Document No. 2002-228126

PARTIES: GAMREX, INC., COUNTY OF HAWAII, MARIA KAREN
SHEFF and MELVYN J. PEREZ

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
6. Any unrecorded leases and matters arising from or affecting the same.

END OF EXHIBIT "A"