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STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

May 10, 2017 3:29 PM

Doc No(s) A-63390903



1 1/1 KEO
B-32990166

/s/ LESLIE T. KOBATA
REGISTRAR

Conveyance Tax: \$1.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (x) Pickup () To:

Robert Williams
101 Hualalai Street
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

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

Grantee: KONA VISTAS HOLDING COMPANY LLC, a Hawaii limited liability company whose address is 101 Hualalai Street, Hilo, Hawaii 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

This document contains 12 pages.

WARRANTY DEED

THIS INDENTURE, made this 26 day of JANUARY, 2017, by and between **KONA VISTAS, LLC, a Delaware limited liability company**, hereinafter referred to as the “Grantor”, and **KONA VISTAS HOLDING COMPANY, LLC, a Hawaii limited liability company**, hereinafter referred to as “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, if any, which shall be the obligation of the Grantee as of the date of delivery of this Deed; that the 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.

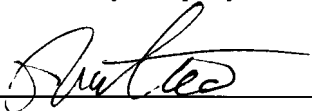
IT IS MUTUTALLY AGREED that the terms "Grantor" and "Grantee", or any pronoun in place thereof, as and when used hereinabove or hereinbelow, shall mean and include the masculine or feminine, the singular or plural number, individuals, trustees, partnerships, or corporations, and their and each of their 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 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 hereinabove written.

"GRANTOR"

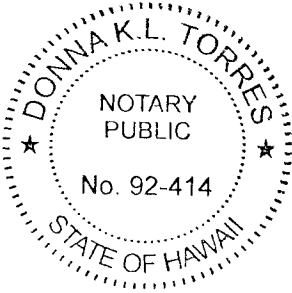
KONA VISTAS, LLC
A Delaware limited liability company

By 

Its MANAGER

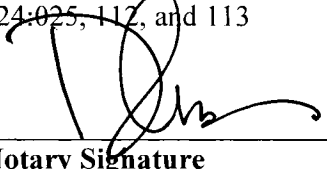
STATE OF HAWAII)
City & COUNTY OF HONOLULU) SS:

On this 26 day of JANUARY, 2017, before me personally appeared SANGEKO ENDO, 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.



Donna Torres
Notary Public
State of HAWAII

My commission expires: AUG. 1, 2019

Date of Document: <u>JANUARY 26, 2017</u>	# of Pages: <u>12</u>
Name of Notary: <u>DONNA K.L. TORRES</u>	<u>KA</u> Circuit
Document Description: Warranty Deed; re TMKs (3) 7-6-024:025, 112, and 113	
 Notary Signature	<u>1/26/2017</u> Date
NOTARY CERTIFICATION	

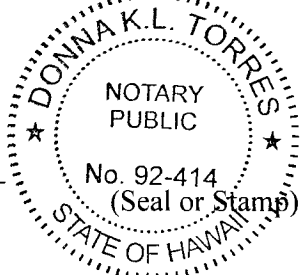


EXHIBIT "A"

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"