

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
OFFICE OF
BUREAU OF CONVEYANCES

Received for record this 21st
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Document No. A64110481A

Return by: Mail (X) Pickup () To:

[REDACTED]

TG : 201621360
TGE : T6-264-0009-0036-0
Dorie A. Kekaha

Tax Map Key Nos: (2) 2-3-011-110
Total No. of Pages: 10

LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "**Deed**"), is made this 14 day of July, 2017, by HANO HANO LLC, a Hawaii limited liability company ("**Grantor**"), with post office address at 1300 North Holocono Street, Suite 201, Kihei, Hawaii 96753, and [REDACTED], single, and [REDACTED], single ("**Grantee**"), both with post office address at [REDACTED].

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, as joint tenants with full rights of survivorship, absolutely and in fee simple:

All of that certain parcel of land situate at Keahua, Kula, Island and County of Maui, State of Hawaii, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the reservations and restrictive covenants contained herein, and to the encumbrances set forth in Exhibit A (such land being called the "**Property**");

And the reversions, remainders, rents, issues, and profits thereof, and all of the estate, right, title, and interest of 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 thereon and thereto belonging or appertaining or held and enjoyed therewith, unto Grantee according to the tenancy set forth above, forever, subject to the reservations and restrictive covenants herein and the encumbrances set forth in Exhibit A.

Grantee, for itself, its heirs, personal representatives, successors and assigns, hereby acknowledges, covenants, and agrees with and to Grantor, its successors and assigns, that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following covenants, reservations, warranties, and restrictions:

1. Compliance with Covenants. Grantee will observe, abide by and comply with, all the terms, conditions, covenants and restrictions pertaining to the Property contained in the (a) Declaration of Covenants, Conditions, Easements and Restrictions dated July 27, 2016 and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-60530533, as may hereafter be amended (the "Association Covenants"), and (b) Certificate of Conditions dated May 20, 2005 and recorded in the Bureau as Document No. 2005-105309.

2. Grantee Accepts the Property "As Is". The Property is conveyed to Grantee in "as is" condition with no representations or warranties regarding its condition, fitness for any particular purposes or any other matter and Grantee agrees that Grantee has examined and investigated to Grantee's satisfaction the physical nature and condition of the Property. Grantee assumes all risks regarding all aspects of the Property, and the condition thereof, including, without limitation: (a) the risk of any physical condition affecting the Property including, without limitation, the existence of any soils conditions, or the existence of archeological or historical conditions on the Property; (b) the risk of any damage or loss to the Property caused by any means including, without limitation, flood, erosion, landslide or earthquake; (c) the risk of use, zoning, habitability, merchantability or quality of the Property or the suitability of the Property for its present use or future development; and (d) the risk of any future change in applicable laws. Grantee, for itself and its successors and assigns, freely and voluntarily waives any claims against Grantor and all subsidiary, sister and other affiliated companies of the Grantor, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies, including claims that may exist now or that may arise in the future, known and unknown, arising from or relating in any way to the condition of the Property.

3. Reserved Rights to Grant, Relocate, Cancel or Substitute Easements. Grantor hereby reserves unto Grantor and its successors and assigns the right to designate and to grant, relocate, cancel or substitute, to the State of Hawaii, the County of Maui, Maui Electric Company, the Department of Water Supply of the County of Maui, the Association, or any other appropriate governmental agency or board, or to any public utility or other public or private corporation, person or entity, without notice to or the consent or joinder of Grantee, easements, rights-of-way, rights-of-entry, and licenses for electrical, gas, cable television, communications and other utility and drainage facilities and purposes over, under, along, across, or through the Property on such terms and conditions as Grantor determines in its sole discretion. Grantor further reserves the right to amend, modify, expand, relocate, or delete any easements that are currently designated on the Property for electrical, water, gas, cable television, communications,

sewer, other utility purposes, or for drainage, access, landscaping, or other purposes, to the extent Grantor deems necessary in its discretion to accurately reflect the layout and location of any utility, drainage, access, landscaping or other improvements "as built". Grantee hereby appoints Grantor as Grantee's attorney-in-fact to grant such easements and do all other things necessary to effect such grants. This power of attorney is coupled with an interest and is irrevocable. Notwithstanding such appointment, Grantee shall promptly upon Grantor's request and for no additional consideration, join in and execute such documents and instruments to effectuate such grants as may be requested by Grantor from time to time. Each person or entity that hereafter acquires any interest in the Property shall be deemed to have consented to the exercise of the foregoing reservation.

4. Hawaii Right to Farm Act. Grantee acknowledges and agrees that the Property is located in the vicinity of lands which are zoned or designated "Agricultural" and thus may be used from time to time for farming, ranching, or other agricultural purposes that generate noise, dust, odors, or other impacts, and that the Hawaii Right to Farm Act (Chapter 165 Hawaii Revised States) provides that such impacts of agricultural activities may be deemed an actionable nuisance under only limited circumstances.

Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land and shall run in favor of and inure to the benefit of the Grantor and the Grantor's successors and assigns. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, his heirs, personal representatives, successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

Grantor does hereby covenant with Grantee that the Property is free and clear of and from all liens and encumbrances made or suffered by Grantor, except for the lien of real property taxes not yet by law required to be paid, and except as may be specifically set forth in this Deed, including all exhibits attached hereto; and that Grantor will WARRANT AND DEFEND the same unto Grantee against the lawful claims and demands of all persons, except as aforesaid.

In the event any covenant, restriction or reservation herein contained is held to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other covenants, restrictions or reservations herein contained, and they shall remain in full force and effect.

The terms "Grantor" and "Grantee", as and when used in this Deed, or any pronouns used in place thereof, shall mean and include the parties hereto and their respective heirs, personal representatives, successors and assigns, according to the context thereof. Where there is more than one Grantor or Grantee, the use of the singular shall mean the plural and any liability or responsibility shall be joint and several, and the use of any gender shall mean and include all

genders. The headers or captions of any paragraphs in this Deed are for convenience only and shall not limit or modify the text of such paragraphs.

The parties hereto agree that this Deed 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 Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[signature begins on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first above set forth.

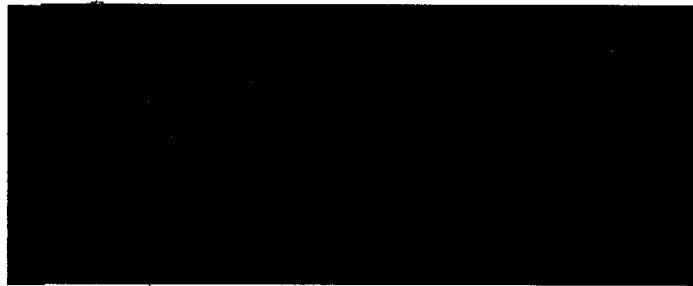
HANOHANO LLC, a Hawaii limited liability company

By: Separate Maui Investment, LLC,
a Washington limited liability company
Its Member-manager

By: JSG Separate Management, Inc.,
a Washington corporation
Its Manager

By: 
Name: Ryan Churchill
Its: Vice President

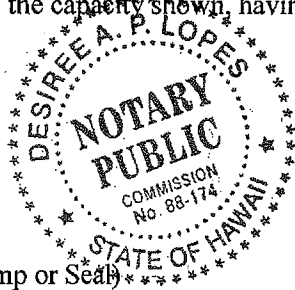
“Grantor”



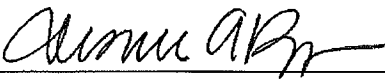
“Grantee”

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 14 day of July, 2017, before me personally appeared RYAN CHURCHILL, 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.



(Official Stamp or Seal)



Name: _____
Notary Public, State of Hawaii **DESIREE A. P. LOPES**
My commission expires: _____ **My commission expires 3/30/2020**

NOTARY CERTIFICATION STATEMENT

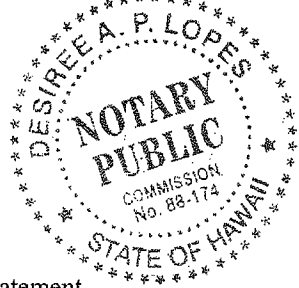
Document Identification or Description: Limited Warranty Deed with Reservations and Covenants

Doc. Date: 7.14.17 or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Second Circuit
(in which notarial act is performed)


Signature of Notary Date of Notarization and Certification Statement 7.14.17

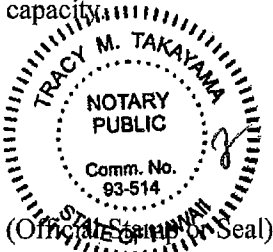
Desiree AP Lopes
Printed Name of Notary (Official Stamp or Seal)



STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

TJ/NP

On this 13 day of ~~June~~ ^{July}, 2017, before me personally appeared ([REDACTED]) 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.



Tracy M. Takayama
Name: Tracy M. Takayama
Notary Public, State of Hawaii
My commission expires: Sept. 9, 2017

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Reservations and Covenants

Doc. Date: July 19, 2017 or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Second Circuit
(in which notarial act is performed)

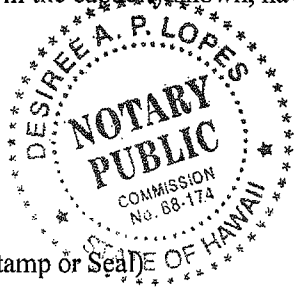
Tracy M. Takayama 7/13/17
Signature of Notary Date of Notarization and Certification Statement

Tracy M. Takayama
Printed Name of Notary

(Official Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 14 day of July, 2017, before me personally appeared [REDACTED]
[REDACTED], 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.



(Official Stamp or Seal)

[Signature]
Name: _____
Notary Public, State of Hawaii **DESIREE A. P. LOPES**
My commission expires: My commission expires 3/30/2020

NOTARY CERTIFICATION STATEMENT

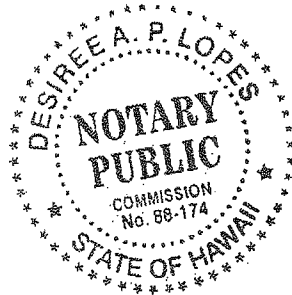
Document Identification or Description: Limited Warranty Deed with Reservations and Covenants

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: Second Circuit
(in which notarial act is performed)

[Signature] 7-14-17
Signature of Notary Date of Notarization and Certification Statement

Desiree AP Lopes
Printed Name of Notary



(Official Stamp or Seal)

Exhibit A
Property Description

All of that certain parcel of land situate at Keahua, Kula, Island and County of Maui, State of Hawaii, being Lot 36 of the "KUALONO SUBDIVISION", as shown on File Plan Number 2488, filed in the Bureau of Conveyances of the State of Hawaii ("Bureau"), and containing approximately 20,079 square feet.

Said above described parcel of land having been acquired by HANO HANO LLC, a Hawaii limited liability company, as follows:

1. By WARRANTY DEED of CURTIS Y. HARADA and PAULINE K. HARADA, husband and wife, and CLARENCE A. PACARRO, married, dated December 21, 2005, recorded in the Bureau as Document No. 2005-263491;
2. By WARRANTY DEED of EKR, INC., a Hawaii corporation, and CLARENCE A. PACARRO, married, dated December 22, 2005, recorded in the Bureau as Document No. 2005-263492.

Together with a nonexclusive easement for vehicular and pedestrian ingress and egress purposes over, under and across Lots 58 and 59, as shown on File Plan Number 2488, as granted by GRANT OF ACCESS EASEMENT (KUALONO SUBDIVISION ROAD WIDENING LOTS) dated June 1, 2016, recorded in the Bureau as Document No. A-60010656, subject to the terms and provisions contained therein; PROVIDED, HOWEVER, whenever any or all of such easements are dedicated to and accepted by the County of Maui or other governmental authority for use as public roadways or any part thereof shall be so dedicated and accepted, such easement shall automatically terminate as to the roadway easements or the part thereof so dedicated and accepted.

Together also with a nonexclusive easement for pedestrian and vehicular ingress and egress purposes over, upon, across and through Lots 51 through 55, inclusive, as shown on File Plan Number 2488, as granted by KUALONO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS dated July 27, 2016, recorded in the Bureau as Document No. A-60530533, subject to the terms and provisions contained therein; PROVIDED, HOWEVER, whenever any or all of such easements are dedicated to and accepted by the County of Maui or other governmental authority for use as public roadways or any part thereof shall be so dedicated and accepted, such easement shall automatically terminate as to the roadway easements or the part thereof so dedicated and accepted.

Together also with a nonexclusive easement for pedestrian and emergency egress over, upon, across and through Lots 56 and 57, as shown on File Plan Number 2488, as granted by KUALONO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS dated July 27, 2016, recorded in the Bureau as Document No. A-60530533, subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.
2. CERTIFICATE OF CONDITIONS dated May 20, 2005, recorded in the Bureau as Document No. 2005-105309, made by HANOHANO LLC, a Hawaii limited liability company (the "Petitioner"), re: district boundary amendment (Docket No. A03-745 for reclassification from an agricultural district to an urban district).
3. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, and HAWAIIAN
TELCOM, INC.

DATED : November 12, 2008
RECORDED : Document No. 2008-186999
GRANTING : a right and easement for utility purposes more particularly
described therein
4. The terms and provisions contained in the following:

INSTRUMENT : KUALONO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

DATED : July 27, 2016
RECORDED : Document No. A-60530533
5. Easement D-3 for drainage purposes as set forth in said Kualono Declaration of Covenants, Conditions, Easements and Restictions dated July 27, 2016, recorded as Document No. A-60530533; said Easement being more particularly described therein.
6. Encroachments, if any, which would be shown on a correct survey.