



STATE OF HAWAII
BUREAU OF CONVEYANCES
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July 25, 2019 3:29 PM

Doc No(s) A-71450713



/s/ LESLIE T. KOBATA
REGISTRAR

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B-33362663

Conveyance Tax: \$10.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail Pickup To:

Kualono Homeowners' Association
c/o Associa Hawaii
737 Bishop Street, Suite 3100
Honolulu, Hawaii 96813

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS
(Common Area Lots)

PARTIES TO DOCUMENT:

GRANTOR: HANO HANO LLC, a Hawaii limited liability company

GRANTEE: KUALONO HOMEOWNERS' ASSOCIATION, a Hawaii nonprofit corporation
c/o Associa Hawaii
737 Bishop Street, Suite 3100
Honolulu, Hawaii 96813

TAX MAP KEY(S): Maui 2-3-11-1, -124, -125, -126, -127, -128, -129 & -130

(This document consists of 12 pages.)

LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS

THIS LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATIONS (this "Deed") is made as of July 11th, 2019, by and between HANO HANO LLC, a Hawaii limited liability company ("Grantor"), and KUALONO HOMEOWNERS' ASSOCIATION, a Hawaii nonprofit corporation ("Grantee"), whose address is c/o Associa Hawaii, 737 Bishop Street, Suite 3100, Honolulu, Hawaii 96813.

I. DEED

That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and for other good and valuable consideration to the Grantor paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, the property described in Exhibit A attached hereto and by reference made a part hereof, together with all other rights and interests described in said Exhibit A, and the reservations, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto (collectively, the "Property");

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee in fee simple forever;

EXCEPTING AND RESERVING, HOWEVER, unto Grantor and its respective successors and assigns, all easements and rights reserved unto Grantor as Declarant under that certain 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 under the documents referenced in Exhibit A, and all easements and rights reserved unto Grantor in this Deed;

EXCEPTING AND RESERVING ALSO UNTO GRANTOR, and its successors and assigns, in its sole and absolute discretion and without the consent or joinder of Grantee or anyone claiming by, through or under Grantee, the right to designate, grant, convey and dedicate additional easements as more particularly described in Section III of this Deed.

SUBJECT, HOWEVER, TO: current real property taxes, special taxes and other current assessments; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters which are set forth herein or in Exhibit A or other matters of record or to which reference is made in the public record; any and all conditions, easements, encroachments, rights-of-way, or restrictions which a physical inspection or accurate ALTA survey of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the federal government affecting the Property.

AND Grantor does hereby covenant and agree to and with Grantee that Grantor has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by Grantor or anyone claiming by, through or under Grantor other than (1) real property taxes, special taxes and other current assessments assessed for the current fiscal year, and (2) those more particularly set forth in Exhibit A; and that Grantor will WARRANT AND DEFEND the same unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, except as aforesaid.

II. COVENANTS AND RESTRICTIONS

Grantee, for itself, and its successors and assigns, does hereby make the following covenants and agreements, as covenants running with the land:

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) Association Covenants, and (b) Certificate of Conditions dated May 20, 2005 and recorded in the Bureau as Document No. 2005-105309.

2. Disclaimers. It is understood and agreed that neither Grantor nor any entity affiliated with Grantor (Grantor and such entities shall collectively and individually be referred to as the "**Grantor Entities**") is making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Grantor's limited warranty of title as set forth in this Deed), zoning, land use entitlements, tax consequences, latent or patent physical or environmental condition, utilities and the availability thereof, operating history or projections, development potential, income to be derived from the Property, valuation, governmental approvals, the nature or quality or condition of the Property (including, without limitation, the water, soil, drainage, or geology of the Property), the suitability of the Property for any and all activities and uses which Grantee may conduct thereon (including, without limitation, the possibilities for future development of the Property), the compliance of the Property with governmental laws, the truth or accuracy or completeness of any documents or any information provided by or on behalf of any Grantor Entity to Grantee or any other matter or thing regarding the Property. Grantee acknowledges and agrees that Grantor is conveying to Grantee and Grantee is accepting the Property "AS IS, WHERE IS, WITH ALL FAULTS", to the maximum extent permitted by law. Grantee confirms that Grantee has not relied and will not rely on, and none of the Grantor Entities is liable for or bound by, any expressed or implied warranties, guaranties, statements, representations, or information pertaining to the Property or relating thereto made or furnished by any Grantor Entity, to whomever made or given, directly or indirectly, orally or in writing.

III. RESERVATIONS IN FAVOR OF GRANTOR

1. 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.

2. Assignment of Reserved Rights. Grantor's reserved rights in this Deed may, without Grantee's consent, be assigned, in whole or in part, by written instrument recorded in the Bureau of Conveyances of the State of Hawaii.

IV. MISCELLANEOUS

1. Grantor and Grantee. This conveyance and the covenants of Grantor shall be binding upon Grantor and Grantor's successors and assigns, and shall run in favor of and inure to the benefit of Grantee and Grantee's successors and assigns, as applicable. The covenants and agreements of Grantee and the rights and reservations of Grantor shall run with the land described in Exhibit A attached hereto, shall be binding upon Grantee and Grantee's successors and assigns, as applicable, and shall run in favor of and inure to the benefit of Grantor, and its respective successors and assigns.

2. Enforcement. The violation or breach of any of the covenants, conditions or agreements contained herein shall give the non-violating party the right to prosecute a proceeding at law or in equity against the violating party to prevent or enjoin the latter from violating or breaching any of the covenants, conditions, or agreements, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. The non-violating party shall be entitled to recover such attorneys' fees and costs that it may have incurred in enforcing its rights hereunder.

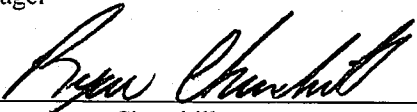
3. Counterparts. The parties hereto agree that this Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to 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.

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first above written.

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

KUALONO HOMEOWNERS' ASSOCIATION, a
Hawaii nonprofit corporation

By: _____
Name:
Its:


By: _____
Name:
Its:

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first above written.

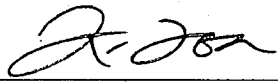
HANOHANO LLC, a Hawaii limited liability company

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

KUALONO HOMEOWNERS' ASSOCIATION, a
Hawaii nonprofit corporation

By: 
Name: Kael Kahanavolu
Its: PRESIDENT

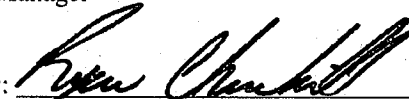
By: _____
Name:
Its:

IN WITNESS WHEREOF, the Grantor has executed these presents on the day and year first above written.


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

KUALONO HOMEOWNERS' ASSOCIATION, a
Hawaii nonprofit corporation

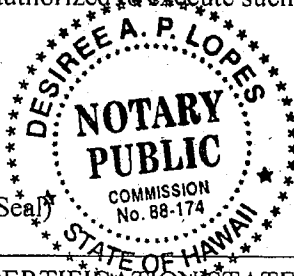
By: 
Name: Brad Anderson
Its: Vice President

By: _____
Name:
Its:

STATE OF HAWAII)
)
COUNTY OF MAUI)

SS:

On this 1st day of July, 2019, 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.

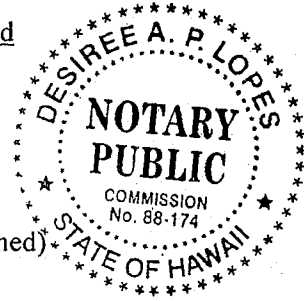


(Official Stamp or Seal)

[Signature]
Name: _____
Notary Public, State of Hawaii
My commission expires: _____

DESIREE A. P. LOPES
My commission expires 3/30/2020

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Limited Warranty Deed With Covenants and Reservations</u>	
Doc. Date: _____	or <input checked="" type="checkbox"/> Undated at time of notarization.
No. of Pages: <u>10</u>	Jurisdiction: Second Circuit (in which notarial act is performed)
<u>[Signature]</u>	<u>7-1-19</u>
Signature of Notary	Date of Notarization and Certification Statement
<u>Desiree AP Lopes</u>	(Official Stamp or Seal)
Printed Name of Notary	



STATE OF HAWAII

)

SS:

COUNTY OF MAUI

)

On this 5th day of July, 2019, before me personally appeared Karl Kahanuola Noa, 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.

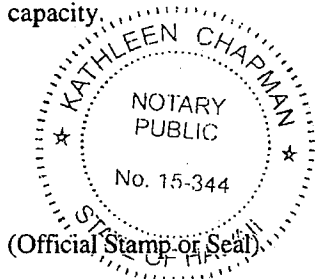
June Stacey Eaton
Name: June Stacey Eaton
Notary Public, State of Hawaii
My commission expires: July 29, 2019

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Limited Warranty Deed</u> <u>With Covenants and Reservations</u>	
Doc. Date: <u>7/5/19</u> or <input type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>10</u>	Jurisdiction: <u>Second Circuit 2nd</u> (in which notarial act is performed)
<u>June Stacey Eaton</u> Signature of Notary	<u>7/5/19</u> Date of Notarization and Certification Statement
<u>June Stacey Eaton</u> Printed Name of Notary	(Official Stamp or Seal)

STATE OF HAWAII)
City of Honolulu ^{ke}) SS:
COUNTY OF MAUI)

On this 11th day of July, 2019, before me personally appeared Brad Anderson, 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.



Kathleen Chapman
Name: KATHLEEN CHAPMAN
Notary Public, State of Hawaii
My commission expires: 10/11/2019

NOTARY CERTIFICATION STATEMENT

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

Doc. Date: July 11, 2019 or Undated at time of notarization.

No. of Pages: 10 Jurisdiction: First^{ke} Circuit
(in which notarial act is performed)

Kathleen Chapman 7/11/2019
Signature of Notary Date of Notarization and Certification Statement

KATHLEEN CHAPMAN
Printed Name of Notary

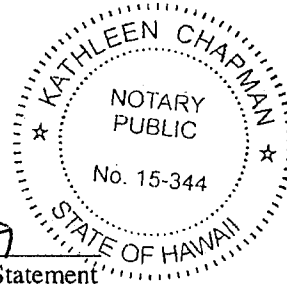


EXHIBIT A

All of those certain parcels of land described below, situate at Keahua, Kula, Island and County of Maui, being a part of the "Kualono Subdivision", as shown on File Plan 2488, filed in the Bureau of Conveyances of the State of Hawaii (the "Bureau"):

Lot Number	Area
50	2.383 acres
51	77,887 square feet
52	39,162 square feet
53	12,465 square feet
54	19,530 square feet
55	11,424 square feet
56	3,810 square feet
57	1,871 square feet

Said above described parcels of land having been acquired by Hanohano 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.

SUBJECT, HOWEVER, to the following:

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. Terms, provisions, covenants, conditions and reservations contained in Kualono Declaration of Covenants, Conditions, Easements and Restrictions dated July 27, 2016, recorded in the Bureau as Document No. A-60530533.

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

5. Easement(s) for waterline purposes and rights incidental thereto as set forth in a document dated April 26, 2000, recorded in the Bureau as Document No. 2000-057932.

Amendment and Partial Release of Easement acknowledged September 15, 2004 and September 17, 2004, recorded in the Bureau as Document No. 2004-195439.

Amendment of Easement to Define Easement Area, dated March 18, 2009, recorded as Document No. 2009-043647.

6. -As to Lot 50, only:-

(a) 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 of the Hawaii Revised Statutes.

The foregoing includes, but is not limited to, matters relating to the Heiau as disclosed by the Archaeological Reconnaissance Survey dated November 14, 1997.

7. -As to Lots 51-57, only:-

(a) Easement(s) for waterline purposes and rights incidental thereto as set forth in a document dated April 25, 2000, recorded in the Bureau as Document No. 2000-058316.

Amendment and Partial Release of Easement, acknowledged September 17, 2004, recorded in the Bureau as Document No. 2004-195441.

Amendment of Easement to Define Easement Area, dated March 16, 2009, recorded in the Bureau as Document No. 2009-043648.

(b) Easement(s) for waterline purpose(s) and rights incidental thereto as set forth in a document dated April 25, 2000, recorded in the Bureau as Document No. 2000-058314.

Amendment and Partial Release of Easement, acknowledged September 17, 2004, recorded in the Bureau as Document No. 2004-195440.

Amendment of Easement to Define Easement Area, dated March 16, 2009, recorded in the Bureau as Document No. 2009-043649.

8. -As to Lots 50-55, only:-

(a) Grant of Easement dated November 12, 2008, recorded in the Bureau as Document No. A-2008-186999, as amended by Amendment of Easement dated October 9, 2018, recorded in the Bureau as Document No. A-69190506.

9. -As to Lots 56-57, only:-

(a) Grant of Easement dated March 14, 2017, recorded in the Bureau as Document No. A-63730561, as amended by Amendment of Easement dated October 9, 2018, recorded in the Bureau as Document No. A-69190507.