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R-68

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUL 27, 2010 08:01 AM
Doc No(s) 2010-106259



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/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$0.00

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL PICK-UP [] TO:
Hawaii Housing Finance and Development Corporation
677 Queen Street, Suite 300
Honolulu, Hawaii 96813
Attn: Stan S. Fujimoto, Project Manager

ESCROW NO. 22905604-JOA
ORDER NO. 00196129

Reg
#1



Tax Map Key Nos.: (3) 7-4-021-025; (3) 7-4-021-026;
(3) 7-4-021-027

No. of Pages 16

QUITCLAIM DEED
FOR ANE KEOHOKALO LE HWY.
WITH COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION
OF RIGHTS
(KAMAKANA VILLAGES AT KEAHUOLU)

THIS INDENTURE is made this 24TH day of MARCH, 2010, by and between the FHT KAMAKANA, LLC, a Hawaii limited liability company, whose principal place of business and post office address is 201 Merchant Street, Suite 2000, Honolulu, Hawaii 96813 ("Grantor"), and COUNTY OF HAWAII, a body politic and corporate of the State of Hawaii, whose address is 25 Aupuni Street, Hilo, Hawaii 96720 ("Grantee").

WITNESSETH:

That the Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration to it paid by the Grantee, receipt of which is acknowledged, and of the terms, covenants, conditions, agreements, and restrictions hereinafter set forth and on the Grantee to be faithfully observed and performed, does hereby remise, release and quitclaim to the Grantee, its successors and assigns, the property described in Exhibit "A", attached hereto and made a part hereof ("Property"). Grantee, on behalf of itself and its successors and assigns, hereby covenants and agrees that the Property will be used for the sole purpose of constructing roadway roundabout and turn lot improvements (the "Roadway Improvements") as depicted in the plan attached hereto as Exhibit "B" and made a part hereof (the "Plans"), and Grantee shall not use the Property for any other

purpose without first obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

EXCEPTING AND RESERVING, HOWEVER, unto the Grantor, its successors and assigns, including, but not limited to any subsequent owner of the lands adjacent to the Property identified by Tax Map Key No. (3) 7-4-021-020, with the consent of the Grantee, which consent shall not be unreasonably withheld, delayed or denied (i) the right to relocate and realign any access rights, (ii) the right to reconstruct, cut and/or fill any areas of the Property for landscaping or other purposes; (iii) the right to construct a retaining wall or other similar structure on the Property to secure, support and reinforce the Grantor's adjacent lands; (iv) the right to landscape and hardscape any portion of the Property; (v) the right to place, or cause or allow to be placed, any signage on the Property; (vi) the right to construct, reconstruct, install, maintain, operate, repair, use and remove roadways, sewer, drainage, water, electrical, telephone and other utility improvements and related appurtenances on the Property; (vii) the right to maintain or repair any portion of the Property; and (viii) easements for access purposes, easements for vehicular and pedestrian ingress and egress, parking, recreation, maintenance, sidewalk, line of sight, wall maintenance, construction, maintenance and repair, encroachment and service purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drainline, waterline and flowage purposes, easements for landscape purposes, and easements for view purposes, over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps and/or on any subdivision map which includes all or any portion of the Property; together with the right to construct, reconstruct, install, maintain, repair, operate and remove all access and utility infrastructure improvements, appliances and equipment, and to landscape such easement areas, as the Grantor shall determine from time to time to be necessary, together also with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easement rights, together also with the right to grant to the State of Hawaii, the County of Hawaii, the Department of Water Supply of the County of Hawaii, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, any public or private utility, and/or any other corporation, partnership, entity, or individual, easements(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to delete or cancel designated or granted easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, such easement rights must be exercised in such manner as to not unreasonably interfere with the use of the Property by the Grantee;

TO HAVE AND TO HOLD the same, together with all of the improvements thereon, and the tenements, rights, easements, privileges and appurtenance thereunto belonging or appertaining or held and enjoyed therewith to the Grantee as aforesaid, forever.

Grantee acknowledges and agrees that: (i) Grantee is accepting the Property in "AS IS, WHERE IS" condition; (ii) Grantor has made no warranties or representations as to the physical and/or legal condition of the Property and will not be responsible for any repairs thereto; (iii) that Grantee is relying solely on Grantee's own inspection and acceptance of the physical and/or legal condition of the Property and not relying on any representations or covenants, expressed or implied, written or oral, made by Grantor as to the physical and/or legal condition of the Property.

Grantee further covenants and agrees that if the Roadway Improvements are not fully constructed in accordance with the Plans within ten (10) years from the date of this instrument, Grantee shall convey fee simple title to the Property back to Grantor, free and clear of all monetary liens and other encumbrances; provided, however, if the Roadway Improvements are only partially constructed in accordance with the Plans, such that there are unimproved portions of the Property, Grantee shall subdivide the unimproved portions of the Property from the remainder of the Property and convey such portions to Grantor free and clear of all monetary liens and other encumbrances. Grantee further covenants and agrees that Grantee shall complete such subdivision and reconveyance of the Property within one hundred twenty (120) days following Grantor's written demand therefor, and Grantee shall pay for all subdivision and conveyance costs relating thereto.

Except as otherwise specifically provided herein, if any party having a right of approval hereunder fails to give such approval or specific grounds for disapproval within thirty (30) days of receipt of the request therefor (which shall include such background data as may be necessary to make an informed decision on such request), said party shall be deemed to have given its approval. Except as otherwise specifically provided herein, no such approval shall be unreasonably withheld or delayed.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective successors in interest and that where there is more than one Grantor or Grantee, any covenants of the respective party shall be and for all purposes deemed to be joint and several. It is acknowledged, understood and agreed that Grantor shall have the right to assign its reserved and other rights under this instrument to Hawaii Housing Finance and Development Corporation, Forest City Hawaii Kona, LLC or any other Forest City entity.


This instrument may be executed in counterparts, each of which counterparts shall be an original, with the same effect as if the signatures were upon the same instrument, and all counterparts together shall constitute a single agreement.

[The remainder of this page is blank. The next page is a signature page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTOR:

FHT KAMAKANA, LLC

By 
Lester G. L. Wong
Its Manager

GRANTEE:

COUNTY OF HAWAII

RECOMMEND APPROVAL:

WARREN H.W. LEE
Director of Public Works

By _____
William P. Kenoi
Its Mayor

APPROVED AS TO FORM
AND LEGALITY:

GERALD TAKASE
Deputy Corporation Counsel

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.


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GERALD TAKASE
Deputy Corporation Counsel

STATE OF ~~HAWAII~~ ARIZONA)
)
) SS
CITY AND COUNTY OF HONOLULU)
 ~~SEONA~~ ~~IN~~ YAVAPAI

On this 12th day of March, 2010, before me appeared LESTER G.L. WONG, personally known to me, who, being by me duly sworn, did say that he is the MANAGER of the FHT KAMAKANA, LLC, a Hawaii limited liability company, that the company has no seal, and that this ___-page QUITCLAIM DEED FOR ANE KEOHOKALOHE HIGHWAY WITH COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF RIGHTS, KAMAKANA VILLAGES AT KEAHUOLU, dated _____, was signed and sealed on behalf of the company by authority of its Members, and the said officer acknowledged the instrument to be the free act and deed of the company.



Linda Walker
Notary Public, State of ~~Hawaii~~ ARIZONA
Print Name: 10/31/10
My commission expires:

Document Date:	_____	# of Pages:	<u>15</u>
Notary Name:	<u>LINDA WALKER</u>	_____	Circuit
Doc. Description:	<u>QUIT CLAIM DEED</u>		
<u>Linda Walker</u> Notary Signature			
NOTARY CERTIFICATION			

STATE OF HAWAI'I)
) SS:
COUNTY OF HAWAI'I)

On March 24, 2010, before me personally appeared WILLIAM P. KENOI, to me personally known, who, being by me duly sworn, did say that WILLIAM P. KENOI is the Mayor of the County of Hawai'i, a municipal corporation of the State of Hawai'i; that the seal affixed to the foregoing instrument is the corporate seal of the said County of Hawai'i; that the foregoing instrument was signed and sealed in behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Section 5-1.3(g) of the County Charter, County of Hawai'i (2000), as amended; and said WILLIAM P. KENOI acknowledged said instrument to be the free act and deed of said County of Hawai'i.

Guillerma G. Sumera
GUILLERMA G. SUMERA
Notary Public, State of Hawai'i

L.S.

My commission expires: 9/22/13

Doc. Date: <u>March 24, 2010</u>	No. of Pages: <u>15</u>
Notary Name: <u>Guillerma G. Sumera</u>	Third Judicial Circuit
Doc Description: Quitclaim Deed for Ane Keohokalole Hwy (FHT Kamakana)	
<u>Guillerma G. Sumera</u> Notary Signature	<u>3/24/10</u> Date

L.S.

EXHIBIT "A"

PARCEL FIRST:

Lot A-3

Being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A.
Keohokalole
(Certificate of Boundaries No. 45)

Situated at Keahuolu, North Kona, Island of Hawaii, Hawaii

Beginning at the South corner of this parcel of land and on the north boundary of Lot C-3 of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 2,299.76 feet North and 11,475.16 feet East, thence running by azimuths measured clockwise from True South:

1. 152° 28' 82.25 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

2. Thence along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 10,000.00 feet, the chord azimuth and distance being:
 151° 49' 30" 223.98 feet;

3. 151° 11' 139.01 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

4. 323° 28' 271.70 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

5. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
 282° 53' 39.03 feet;

6. 332° 18' 107.47 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

EXHIBIT "A"

7. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 680.00 feet, the chord azimuth and distance being:
43° 50' 43" 50.16 feet;

8. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
7° 05' 57" 34.10 feet to the point
of beginning and containing an Area of
0.323 Acre.

EXHIBIT "A"
Page 2 of 5

PARCEL SECOND:

Lot A-4

Being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45)

Situated at Keahuolu, North Kona, Island of Hawaii, Hawaii

Beginning at the South corner of this parcel of land and on the north boundary of Lot 2-B-3 of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 3,582.06 feet North and 10,774.69 feet East, thence running by azimuths measured clockwise from True South:

1. 151° 11' 133.79 feet along Lot 2-B-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

2. Thence along Lot 2-B-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the right with a radius of 6,000.00 feet, the chord azimuth and distance being:
 152° 44' 39.3" 326.88 feet;

3. 324° 22' 285.12 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

4. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
 288° 03' 59" 35.52 feet;

5. 331° 10' 109.00 feet along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);

6. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 680.00 feet, the chord azimuth and distance being:
 44° 22' 51" 48.84 feet;

EXHIBIT "A"

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7. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:
6° 45' 11" 34.90 feet to the point of beginning and containing an Area of 0.360 Acre.

EXHIBIT "A"

Page 4 of 5

PARCEL THIRD:

Lot A-5

Being a portion of Royal Patent 6851, Land Commission Award 8452, Apana 12 to A. Keohokalole (Certificate of Boundaries No. 45)

Situated at Keahuolu, North Kona, Island of Hawaii, Hawaii

Beginning at the East corner of this parcel of land and on the south corner of the Water Commission of the County of Hawaii Reservoir Site, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAHUOLU" being 8.89 feet North and 12,792.20 feet East, thence running by azimuths measured clockwise from True South:

1. Along Palani Road and Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:
103° 34' 11" 43.11 feet;
2. 149° 30' 30.38 feet along Lot C-3 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45);
3. Thence along Lot A-1 of R.P. 6851, L.C. Aw. 8452, Ap. 12 to A. Keohokalole (Certificate of Boundaries No. 45), on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:
292° 33' 23" 48.08 feet;
4. 324° 06' 20" 22.03 feet along Water Commission of the County of Hawaii Reservoir Site to the point of beginning and containing an Area of 0.017 Acres.

END OF EXHIBIT "A"

EXHIBIT "A"

Page 5 of 5

EXHIBIT "B"

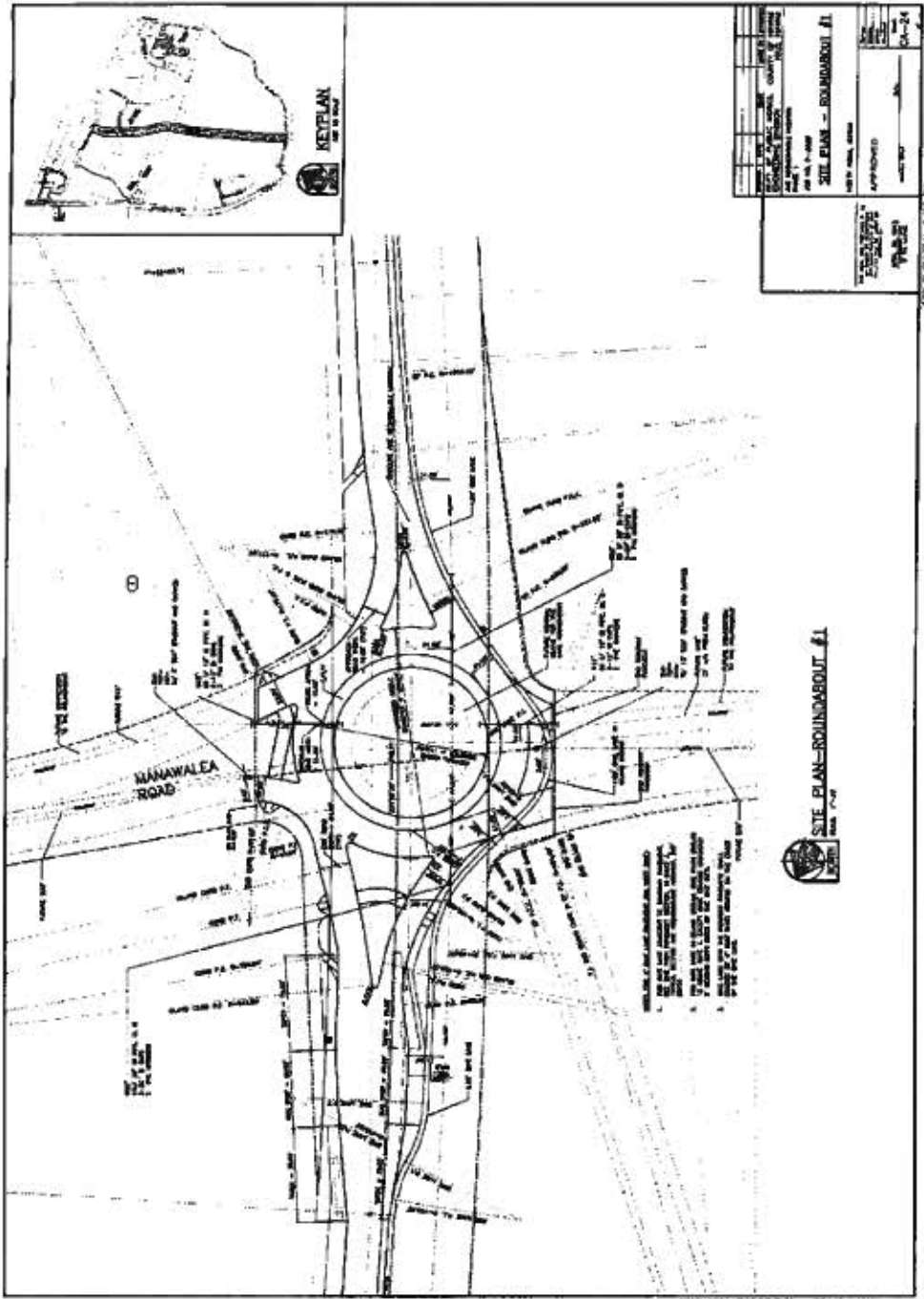


EXHIBIT "B"
Page 1 of 4

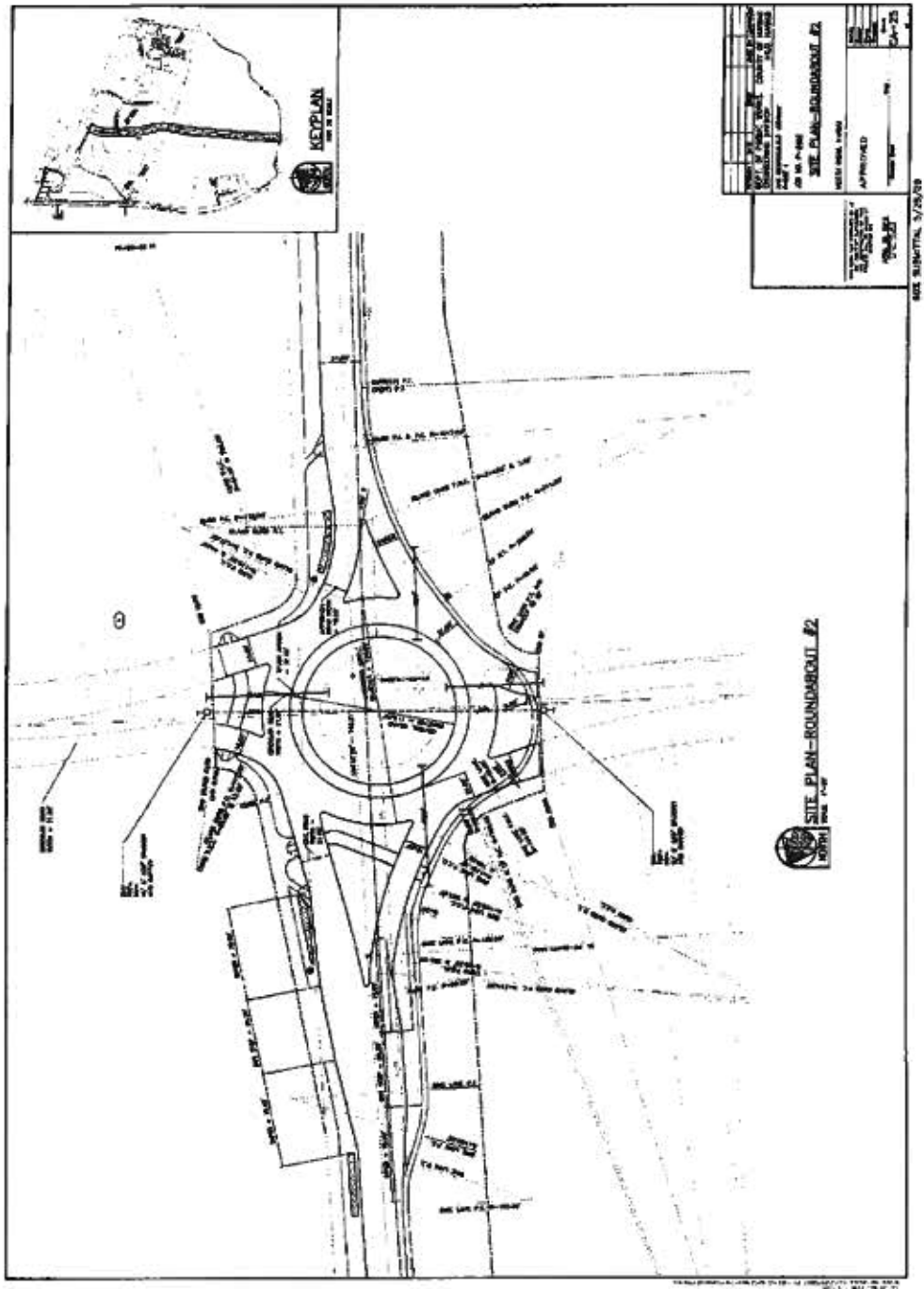


EXHIBIT "B"
 Page 2 of 4

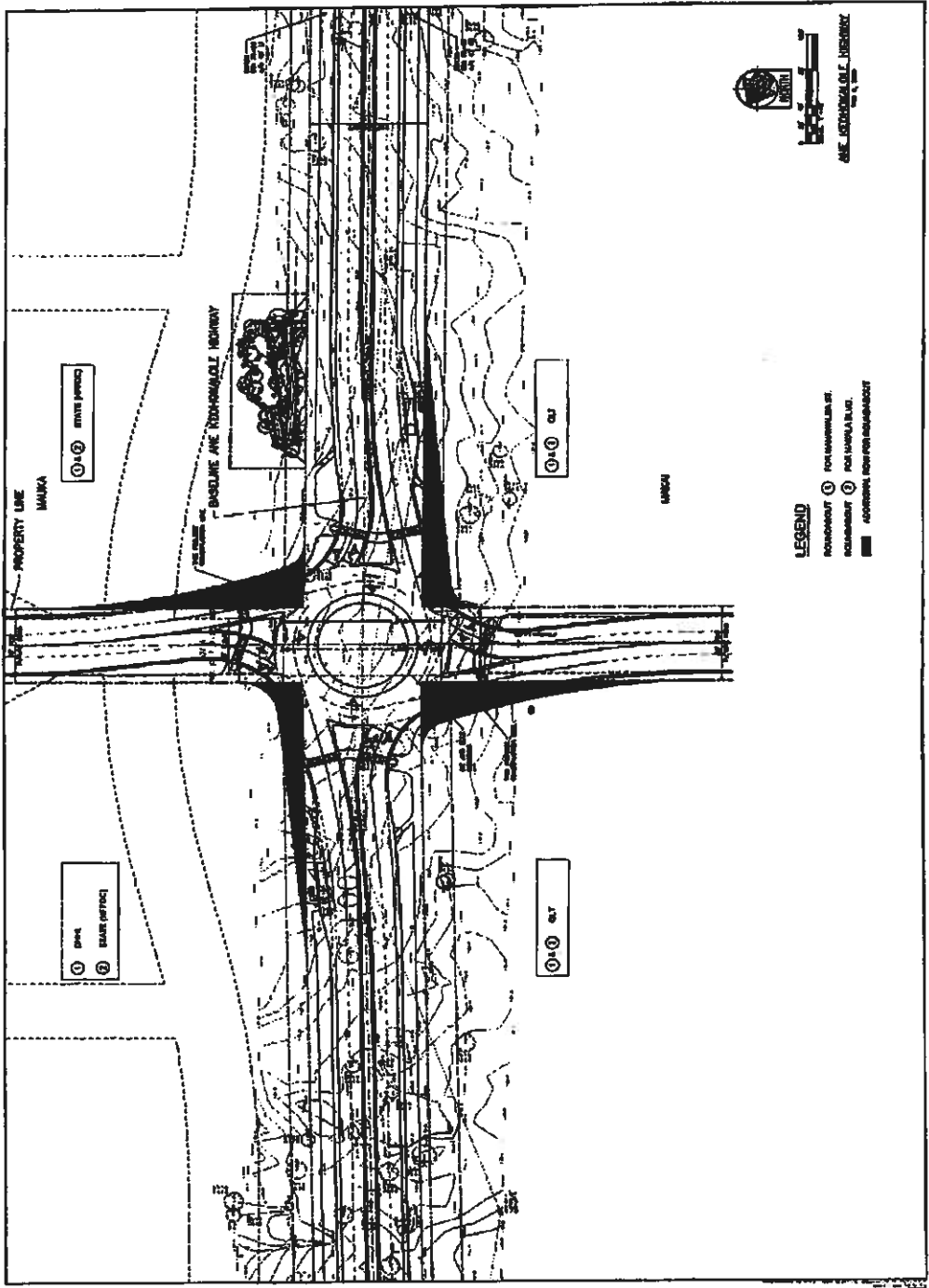
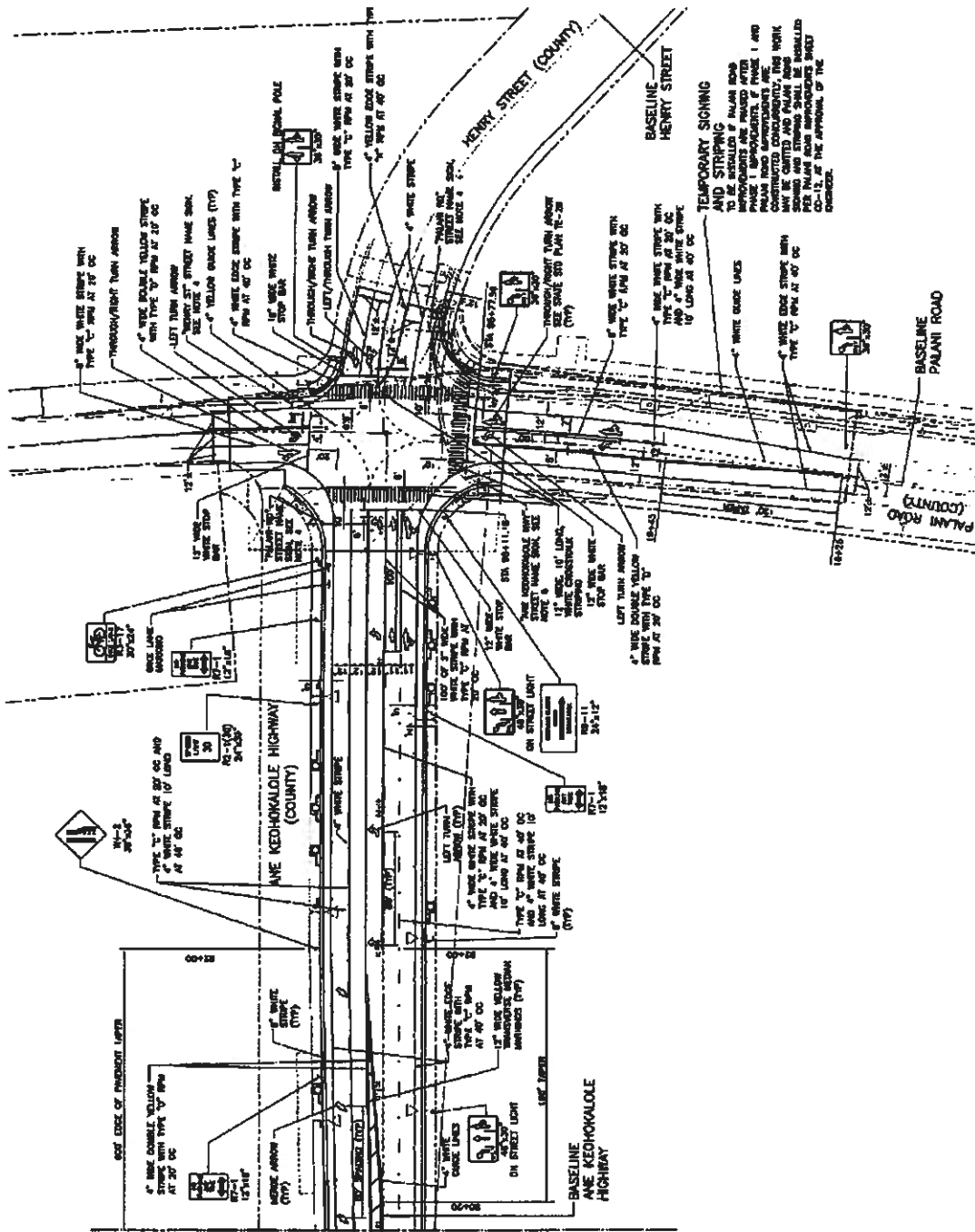


EXHIBIT "B"
Page 3 of 4



MATCHLINE-STA. 90+00
 (SEE SHEET CA-36)

EXHIBIT "B"
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