PRELIMINARY REPORT
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii, LLC and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, LLC (the "Company") hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

JJCO PROPERTIES, LLC,
a Hawaii limited liability company,
as Fee Owner

This report is dated as of March 5, 2020 at 8:00 a.m.

Inquiries concerning this report should be directed to
JEAN KISSELL.
Email jkissell@tghawaii.com
Fax (808) 521-0287
Telephone (808) 533-5660.
Refer to Order No. 202011807.
SCHEDULE B
EXCEPTIONS

1. Real Property Taxes, if any, that may be due and owing.
   Tax Key: (3) 2-7-039-024    Area Assessed: 214.305 acres
   -Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.


4. Alakahi and other streams, and the free flowage thereof, as shown on map prepared by Alan Z. Inaba, Land Surveyor, with Inaba Engineering, Inc., dated May 20, 2014, approved by the Planning Department, County of Hawaii, Subdivision Number SUB-13-001304, on June 5, 2014.

5. GRANT
   TO               : CHONG C. AKANA, husband of Hannah W. Akana
   DATED            : July 1, 1963
   RECORDED         : Liber 4587 Page 569
   GRANTING         : a non-exclusive easement for roadway purposes over, across, along and upon Easement 1, being more particularly described therein
6. GRANT

TO : HAWAII ELECTRIC LIGHT COMPANY, INC., a Hawaii corporation

DATED : October 24, 1988
RECORDED : Liber 22574 Page 172
GRANTING : a nonexclusive right and easement for utility purposes, over and across Easements 15, 16, 17, and 18, said easements being more particularly described therein, and as shown on the map attached thereto

7. PASTURE LEASE (UNRECORDED)

LESSOR : MAUNA KEA AGribusiness CO., INC., a Hawaii corporation

LESSEE : ONOMEA CATTLE COMPANY, INC., a Hawaii corporation

DATED : February 10, 1995, effective as of March 1, 1995

THE LESSEE'S INTEREST ASSIGNED

ASSIGNOR : ONOMEA CATTLE COMPANY, INC., a Hawaii corporation

ASSIGNEE : PONOHolo RANCH, LIMITED, a Hawaii corporation

DATED : August 31, 2000

MAUNA KEA AGribusiness CO., INC. assigned an undivided 38.66% interest as Lessor in said Lease to CONTINENTAL PACIFIC LLC, by unrecorded Assignment of Unrecorded Pasture Lease dated December 4, 2002. Said interest was further assigned, by mesne assignments, to the following:
SCHEDULE B CONTINUED

(A) ONOMEA BAY RANCH OWNER'S ASSOCIATION, INC., a Hawaii non-profit corporation, as to an undivided 29.23% interest, by instrument dated June 9, 2003, recorded as Document No. 2003-122898; and

(B) JJCO PROPERTIES, LLC, a Hawaii limited liability company, as to an undivided 9.43% interest, by instrument dated August 1, 2003, recorded as Document No. 2003-162513.

8. The terms and provisions contained in the following:

INSTRUMENT : SATISFACTION DEED
DATED      : December 13, 2002
RECORDED   : Document No. 2002-227891

The foregoing includes, but is not limited to, matters relating to reservation unto Mauna Kea Agribusiness Co., Inc., a Hawaii corporation and its successors and assigns, a non-exclusive easement for road and utility purposes over Easement C-1(AB) (Ginger Patch Road), together with the right from time to time, to grant said easement to others, as shown on map attached thereto.

9. GRANT

TO         : MAUNA KEA AGRIBUSINESS CO., INC., a Hawaii corporation
DATED      : December 13, 2002
RECORDED   : Document No. 2002-227898
GRANTING   : a non-exclusive easement for roadway and utility purposes over and across Easement C-1(AB) (Ginger Patch Road) as shown on the map attached thereto
10. DESIGNATION OF EASEMENT "R-3"

PURPOSE : road and utility

11. The terms and provisions contained in the following:

INSTRUMENT : AMENDED AND RESTATED DECLARATION OF EASEMENTS
DATED : June 30, 2003
RECORDED : Document No. 2003-137483


The foregoing includes, but is not limited to, matters relating to drainage easement maintenance, an Easement in Gross to ONOMEA BAY RANCH OWNER'S ASSOCIATION, INC. over Road and Utility Easement "R-3", being more particularly described therein, and easements in favor of others over said Easement "R-3".

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS RE: VARIANCE PERMIT NO. 1357 AND AMENDMENT TO VARIANCE PERMIT NO. 1357
DATED : June 12, 2003
RECORDED : Document No. 2003-127816

13. The terms and provisions contained in the following:

INSTRUMENT : WARRANTY DEED
DATED : August 1, 2003
RECORDED : Document No. 2003-162512
The foregoing includes, but is not limited to, matters relating to the following:

(A) Terms and provisions of that certain unrecorded ONOMEA SPRINGS WATER USE AGREEMENT effective January 15, 2000, for a term of five (5) years from the Effective Date, regarding non-potable spring water collection and transmission.

(B) Unrecorded Grant of Nonexclusive Easement (Non-Potable Water) dated January 15, 2000, by and between Mauna Kea Agribusiness Co., Inc., a Hawaii corporation, and the Onomea Agricultural Water Users' Association, a Hawaii non-profit corporation, for a term which is coterminous with the aforesaid ONOMEA SPRINGS WATER USE AGREEMENT effective January 15, 2000."

14. GRANT

TO : HAWAII ELECTRIC LIGHT COMPANY, INC. and VERIZON HAWAII INC., now known as HAWAIIAN TELCOM, INC.

DATED : May 10, 2004
RECORDED : Document No. 2004-110290
GRANTING : a right and easement for utility purposes, as shown on map attached thereto

15. FIRST MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

LOAN/ACCOUNT NO. 0305578.KYS

MORTGAGOR : JJCO PROPERTIES, LLC, a Hawaii limited liability company

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : December 4, 2007
RECORDED : Document No. 2007-211954
AMOUNT : $4,000,000.00 - covers the land described herein, besides other land
-Note:- The Company is unable to locate of record an amendment of said above Mortgage reflecting the subdivision of Lot 312 as shown on the map prepared by Alan Z. Inaba, Land Surveyor, with Inaba Engineering, Inc., dated May 20, 2014, approved by the Planning Department, County of Hawaii, Subdivision No. SUB-13-001304, on June 5, 2014.

16. FINANCING STATEMENT

DEBTOR : JJCO PROPERTIES, LLC, a Hawaii limited liability company

SECURED PARTY : FIRST HAWAIIAN BANK, a Hawaii corporation

RECORDED : Document No. 2007-211955
RECORDED ON: December 7, 2007

Covers the land described herein, besides other land.


17. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (Variance 14-000191)
DATED      : May 30, 2014
RECORDED   : Document No. A-52690637

18. The terms and provisions contained in the following:

INSTRUMENT : ENCROACHMENT AGREEMENT
DATED      : May 12, 2015
RECORDED   : Document No. A-56250103
PARTIES    : JJCO PROPERTIES, LLC, a Hawaii limited liability company, "JJCO", and YOUNG SOO KIM and ARLENE C. KIM, husband and wife, "KIM"

19. 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.

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

-Note:- A current survey, with metes and bounds description, should be made of said premises.

21. Any unrecorded leases and matters arising from or affecting the same.
SCHEDULE B CONTINUED

22. Easements or claims of easements which are not recorded in the Public Records.

END OF SCHEDULE B
SCHEDULE C

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 8117, Land Commission Award Number 7713, Apana 20 to V. Kamamalu (Certificate of Boundaries Number 175); Royal Patent Grant Number 2366, Apana 2 to Kiolakia; Royal Patent Grant Number 2394 to Kupele & Ioela; Royal Patent Grant Number 2533 to Kupele & Ioela; Royal Patent Grant Number 2663 to Kalana; Royal Patent Grant Number 1038 to Kalana; Royal Patent Grant Number 958 to Keaweluaoole; Royal Patent Grant Number 1037 to Kaaukalani; Royal Patent Grant Number 1349, Apana 1 to D. Barenaba; and Royal Patent Grant Number 2003, Apana 2 to D. Barenaba) situate, lying and being at Onomea, Kahalii and Alakahi, District of South Hilo, Island and County of Hawaii, State of Hawaii, being LOT 24-B-1, same being a portion of Lot 24-B of "Onomea Bay Ranch Subdivision", and as shown on map prepared by Alan Z. Inaba, Land Surveyor, with Inaba Engineering, Inc., dated May 20, 2014, approved by the Planning Department, County of Hawaii, Subdivision No. SUB-13-001304, on June 5, 2014, bearing Tax Key Designation (3) 2-7-039-024 and containing an area of 214.305 acres, more or less.

Together with a non-exclusive easement for road and utility purposes over Lot 28, as granted by AMENDED AND RESTATED DECLARATION OF EASEMENTS dated June 20, 2003, recorded as Document No. 2003-137483, being more particularly described therein; and subject to the terms and provisions contained therein.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR : ONOMEA BAY RANCH, LLC, a Hawaii limited liability company

GRANTEE : JJCO PROPERTIES, LLC, a Hawaii limited liability company

DATED : August 1, 2003
RECORDED : Document No. 2003-162512

END OF SCHEDULE C
GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
GUIDELINES FOR THE ISSUANCE OF INSURANCE

A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.

B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.

C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.

D. If the transaction involves a construction loan, the following is required:

   (1) a letter confirming that there is no construction prior to recordation; or

   (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Company for approval at least one week prior to the anticipated date of recordation.

Forms are available upon request from the Company.

E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.

F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.

G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from the Company or on our website at www.tghawaii.com.

H. Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(3)  2    7  039  024  0000

CLASS: AGRICULTURAL          AREA ASSESSED:    214.305 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2019

The records of this division show the assessed values and taxes on
the property designated by Tax Key shown above are as follows:

   BUILDING        $ 3,064,000
   EXEMPTION       $ 0
   NET VALUE       $ 3,064,000
   LAND            $ 94,700 AGRICULTURAL USE VALUE
   EXEMPTION       $ 0
   NET VALUE       $ 94,700
   TOTAL NET VALUE $ 3,158,700

Installment (1 - due 8/20; 2 - due 2/20)    Tax Info As Of -  8/20/2019

<table>
<thead>
<tr>
<th>Year</th>
<th>Installment</th>
<th>Tax</th>
<th>Penalty</th>
<th>Interest</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>2</td>
<td>14,766.92</td>
<td></td>
<td></td>
<td></td>
<td>14,766.92</td>
</tr>
<tr>
<td>2019</td>
<td>1</td>
<td>14,766.93</td>
<td></td>
<td></td>
<td></td>
<td>14,766.93</td>
</tr>
<tr>
<td>2018</td>
<td>2</td>
<td>14,362.54</td>
<td></td>
<td></td>
<td></td>
<td>14,362.54</td>
</tr>
<tr>
<td>2018</td>
<td>1</td>
<td>14,362.54</td>
<td></td>
<td></td>
<td></td>
<td>14,362.54</td>
</tr>
</tbody>
</table>

Total Amount Due: 14,766.92

Penalty and Interest Computed to: 8/20/2019

The real property tax information provided is based on information furnished by the respective
counties, is deemed reliable but not guaranteed, and no warranties are given express or
implied. Billing and tax collection details may have changed. Please refer to the appropriate
county real property tax offices for any further information or updates for the subject property.
This Privacy Policy is provided to you as a customer of Title Guaranty of Hawaii, LLC. It applies to transactions involving individuals who are purchasing our services for primarily personal, family or household purposes. We realize that you may be receiving multiple disclosures from affiliates of ours and others, as well. We apologize in advance for this unavoidable duplication.

Title Guaranty of Hawaii, LLC is a title insurance agent with more than 120 years of experience in searching Hawaiian land titles. We are an authorized title insurance agent for Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, and First American Title Insurance Company. Under the Gramm-Leach-Bliley Act, title insurance companies are required to provide certain disclosures regarding their privacy policies and practices. In compliance with federal and state law, we are providing you with this notice.
PRIVACY NOTICE

Effective: November 1, 2019
Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit https://www.firstam.com/privacy-policy/index.html. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both personal and non-personal information about and from you. Personal information is non-public information that can be used to directly or indirectly identify or contact you. Non-personal information is any other type of information.

How Do We Collect Your Information? We collect your personal and non-personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your non-personal information for any purpose.

How Do We Share Your Personal Information? We do not sell your personal information to nonaffiliated third parties. We will only share your personal information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your personal information, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your personal information. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your personal information to us in the US, and you consent to that transfer and use of your personal information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us. We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.
For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

| Categories of Personal Information Collected | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| Categories of Sources | Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties |
Business Purpose for Collection

The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity.

Categories of Third Parties Shared

The categories of third parties with whom we’ve shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties.

Categories of Personal Information We Have Sold in the Past Year.

We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year.

The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.
Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you. □ To improve our products and services.  
• To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed
We may disclose your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;  
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;  
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;  
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or  
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information
If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.
For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**
FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
ENCROACHMENT AGREEMENT

PARTIES TO DOCUMENT:

JJCO PROPERTIES, LLC, a Hawaii limited liability company, with its mailing address at P. O. Box 4653, Hilo, Hawaii 96720-0653

YOUNG SOO KIM and ARLENE C. KIM, husband and wife, whose mailing address is P. O. Box 130, Papaikou, Hawaii 96781

TAX MAP KEY 2-7-039-024, 2-7-009-035  PKK/TGES/ENCROACHMENT/5-5-15
ENCROACHMENT AGREEMENT

THIS ENCRYOACHEDMENT AGREEMENT (hereinafter "Agreement"), made this 12th day of May, 2015, by and among JJCO PROPERTIES, LLC, a Hawaii limited liability company, with its mailing address at P. O. Box 4653, Hilo, Hawaii 96720-0653 (hereinafter called "JJCO"), and YOUNG SOO KIM and ARLENE C. KIM, husband and wife, whose address is whose mailing address is P. O. Box 130, Papaikou, Hawaii 96781 (hereinafter called "KIM").

WITNESSETH:

WHEREAS, JJCO is the owner in fee simple of that certain parcel of land described in Exhibit "A" attached hereto and incorporated herein by reference, identified as TMK: 2-7-039-024 which shall be called the "JJCO Property", while KIM is the owner of the lot described in Exhibit "B" attached hereto and incorporated herein by reference, identified as TMK: 2-7-009-035, which shall be called the "KIM Property";

WHEREAS, the JJCO Property is adjacent to and adjoins the KIM Property;

WHEREAS, in accordance with a recent survey, there is now constructed on a portion of the common boundary between the JJCO Property and the KIM Property, a fence which encroaches into the KIM Property;

WHEREAS, the fence, and the encroachment of these structures on the KIM Property were constructed without the consent and/or authorization of KIM or KIM's predecessors in interest;

WHEREAS, KIM is willing to permit the fence to remain on those portions of the KIM Property as now situated, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Permission to Remain. JJCO shall be allowed to have the fence extend beyond the property line and encroach onto the KIM Property to the same extent and in the same manner as said encroachment now overlaps and encroaches onto the KIM Property, as shown on the map attached hereto as Exhibit "C" and made a part hereof, but only for as long as JJCO observes all of the terms and conditions of this Agreement.

2. Ownership and Maintenance of the Encroaching Property. That portion of the improvements which are encroaching on the KIM Property shall be the sole property and responsibility of JJCO. At JJCO's sole expense, JJCO shall at all times maintain the
improvements which encroach upon the KIM Property in good order, appearance, repair and condition, reasonable wear and tear excepted. JJCO may enter the KIM Property only to the extent reasonably necessary to carry out the purposes of this paragraph; provided, that except for emergencies: (a) JJCO shall give reasonable notice to KIM at least 48 hours before any such entry; (b) such entry shall be during normal business daylight hours; (c) the activities pursuant to this paragraph shall cause a minimum of inconvenience and disturbance to KIM and their tenants, lessees and occupants of the KIM Property; and (d) JJCO will repair any damage to the KIM Property caused by such entry and any work performed.

3. Replacement of Fence on JJCO Property. Within one (1) year after the date of this Agreement, JJCO shall remove and reconstruct the encroaching fence entirely on its own property, and shall remove all remnants and debris from the KIM Property. If within the year, the fence is substantially damaged or destroyed, JJCO will promptly remove said encroachments and any debris and remnants from said encroachment which can be found on the KIM Property and will rebuild the fence entirely on JJCO's own property.

In order to carry out the purposes of this paragraph, JJCO shall have the same right of entry as in paragraph 2 of this Agreement. As used herein, "substantially damaged or destroyed" means that the improvements are in such a state of disrepair as to constitute a health or safety hazard, or a building code violation, or a nuisance, or a violation of any applicable governmental regulation.

4. Indemnity. JJCO will save, protect, indemnify and hold harmless KIM and KIM's respective heirs, executors, personal representatives, successors in interest and assigns from and against any and all liability for bodily harm or property damage caused by or arising out of the existence, maintenance and repair of the improvements constituting the encroachments.

5. No Right of Claim on the KIM Property. Nothing herein shall constitute a conveyance by KIM of any interest in the KIM Property to JJCO or any other person. Further, JJCO does not claim and has not sought any interest in the KIM Property by virtue of said encroachment or under this Agreement, and JJCO hereby forever relinquishes and waives any accrued right, if any, to claim title to or the right to possession of any portion of the KIM Property as a result of said encroachment.

6. No Claim for Damages for Encroachment. KIM will not seek from JJCO any claim or action for any damages for the encroachment upon said KIM Property or to seek the removal of the existing encroachment so long as that portion of the improvements which encroach upon the KIM Property remains standing and in good condition, and for as long as JJCO observes all the terms and conditions of this Agreement.

7. Cancellation of Encroachment Agreement. Upon the removal of the encroaching fence as provided in Section 3 above, this Agreement shall terminate. At that time, the Parties shall execute a Cancellation of Encroachment Agreement. Said Cancellation shall be recorded at JJCO's expense.
8 Binding Effect. This Agreement shall operate as a covenant running with the land, with respect to the JJCO Property and the KIM Property, and is not a personal covenant and binds JJCO, KIM and their respective heirs, executors, personal representatives, successors in interest and assigns to their respective Lots.

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to 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 parties hereto have caused this instrument to be duly executed on the date first appearing above.

JJCO PROPERTIES, LLC, a Hawaii limited liability company

By

Clarence E. Jackson
Its Member

YOUNG SOO KIM

ARLENE C. KIM
STATE OF HAWAII
COUNTY OF HAWAII

On this 12th day of May, 2015, before me personally appeared
Clarence E. Jackson, to me personally known, who, being by me duly sworn,
did say that said person is a member of JJCO PROPERTIES, LLC, a Hawaii limited liability
company, that the foregoing instrument was signed in the name of and on behalf of said limited
liability company, and said person acknowledged that the foregoing instrument was executed as the
free act and deed of said person and as the free act and deed of said limited liability company.

[Signature]
Notary Public, State of Hawaii

My commission expires: December 21, 2018

NOTARY CERTIFICATION

[Signature]
Name:
Notary Public, State of Hawaii
Third Judicial Circuit
My commission expires: December 21, 2018
On this 11th day of May, 2015, before me personally appeared YOUNG SOO KIM, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged to me that said person executed the same as the free act and deed of said person.

MICHELLE CHI DICKINSON
Notary Public, State of Hawaii

Expiration Date: December 21, 2018

NOTARY CERTIFICATION

Document Date: Undated
No. of Pages: 24
Document Name or Description: Encumbrance Agreement
Date of Notarization: May 11, 2015

MICHELLE CHI DICKINSON
Notary Public, State of Hawaii
Third Judicial Circuit
Expiration Date: December 21, 2018
STATE OF HAWAII

COUNTY OF HAWAII

On this 1st day of May, 2015, before me personally appeared ARLENE C. KIM, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged to me that said person executed the same as the free act and deed of said person.

[Signature]

Notary Public, State of Hawaii

My commission expires: MICHELLE CHI DICKINSON

Expiration Date: December 21, 2018

NOTARY CERTIFICATION

Document Date: Undated
No. of Pages: 24
Document Name or Description: Encroachment Agreement

Date of Notarization: May 11, 2015

[Signature]

Name:
Notary Public, State of Hawaii
Third Judicial Circuit
My commission expires:

MICHELLE CHI DICKINSON
Expiration Date: December 21, 2018
EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent 8117, Land Commission Award 7713, Apana 20 to V. Kamamalu (Certificate of Boundaries Number 175); Royal Patent Grant Number 2524 to Kaahuaea; Royal Patent Grant Number 2366, Apana 2 to Kiolakia; Royal Patent Grant Number 2394 to Kupele & Ioela; Royal Patent Grant Number 2533 to Kupele & Ioela; Royal Patent Grant Number 2663 to Kalana; Royal Patent Grant Number 1038 to Kalana; Royal Patent Grant Number 958 to Keaweluole; Royal Patent Grant Number 1037 to Kaaukalani; Royal Patent Grant Number 1349, Apana 1 to D. Barenaba; and Royal Patent Grant Number 2003, Apana 2 to D. Barenaba) situate, lying and being at Onomea, Kahalii, Alakahai, District of South Hilo, Island and County of Hawaii, State of Hawaii, being LOT 24-B, of the "ONOMEA BAY RANCH" subdivision and thus bounded and described as per survey dated June 27, 2003, to-wit:

Beginning at a 1/2" pipe (found) at the southeast corner of this parcel of land and along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)), same being also the northeast corner of Lot 6-A, being a portion of Grant 807 to D. Barenaba, the coordinates of said point of beginning referred to Government Survey Triangulation Station "ALALA" being 9,403.78 feet south and 2,383.13 feet east and thence running by azimuths measured clockwise from true South:

1. 122° 00'     14.90 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

2.  103° 00'     13.28 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

3.  71° 40'      23.62 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

4.  98° 00'      10"    1,300.76 feet along Lot 6-A and 9-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (found);

5.  158° 16'     780.74 feet along Lot 24-A, being portions of Grant 958 to Keaweluole; Grant 1038 to Kalana; Grant 2663 to Kalana; Grant 1349, Ap. 1 to D. Barenaba; Grant 2003, Ap. 2 to D. Barenaba; and Grant 807 to D. Barenaba to a 1/2" pipe (set);
6. 185° 18' 60.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

7. 95° 18' 838.05 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

8. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 1,530.00 feet, the chord azimuth and distance being:

91° 24' 208.13 feet to a 1/2" pipe (set);
9. 87° 30' 505.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuawai; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

10. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuawai; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:

99° 49' 200.52 feet to a 1/2" pipe (set);

11. 112° 08' 175.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuawai; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
12. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 1,330.00 feet, the chord azimuth and distance being:

99° 31' 581.02 feet to a 1/2" pipe (set);

13. 86° 54' 57.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

14. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:

95° 23' 138.67 feet to a 1/2" pipe (set);
15. 103° 52' 180.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

16. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 4,030.00 feet, the chord azimuth and distance being:

97° 00' 963.65 feet to a 1/2" pipe (set);

17. 90° 08' 808.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
18. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuela; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 970.00 feet, the chord azimuth and distance being:

94° 48' 157.84 feet to a 1/2" pipe (set);

19. 99° 28' 414.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuela; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

20. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuela; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 1,030.00 feet, the chord azimuth and distance being:

94° 24' 181.93 feet to a 1/2" pipe (set);
21. 89° 20' 750.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaole to a 1/2" pipe (set);

22. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaole, on a curve to the left with a radius of 2,530.00 feet, the chord azimuth and distance being:

  85° 38' 326.53 feet to a 1/2" pipe (set);

23. 81° 56' 997.26 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaole to a 1/2" pipe (set);
24. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:

121° 55' 257.03 feet to a 1/2" pipe (set);

25. 161° 54' 90.78 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

26. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:

182° 34' 155.29 feet to a 1/2" pipe (set);
27. 203° 14' 45.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

28. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 870.00 feet, the chord azimuth and distance being:

211° 39' 254.69 feet to a 1/2" pipe (set);

29. 220° 04' 87.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
30. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaahuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 670.00 feet, the chord azimuth and distance being:

236° 44' 384.32 feet to a 1/2" pipe (set);

31. 253° 24' 300.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaahuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

32. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaahuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 430.00 feet, the chord azimuth and distance being:

240° 41' 189.31 feet to a 1/2" pipe (set);
33. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 270.00 feet, the chord azimuth and distance being:

\[ 243^\circ \ 15' \ 142.34 \text{ feet to a 1/2'' pipe (set);} \]

34. \[ 258^\circ \ 32' \ 4,554.00 \text{ feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2'' pipe (set);} \]

35. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 270.00 feet, the chord azimuth and distance being:

\[ 276^\circ \ 36' \ 167.47 \text{ feet to a 1/2'' pipe (set);} \]
36. 294° 40' 940.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluoaole to a 1/2" pipe (set);

37. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluoaole, on a curve to the left with a radius of 780.00 feet, the chord azimuth and distance being:

282° 47' 321.23 feet to a 1/2" pipe (set);

38. 270° 54' 594.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluoaole to a 1/2" pipe (set);
39. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 930.00 feet, the chord azimuth and distance being:

256° 08'  474.08 feet to a 1/2" pipe (set);

40.  241° 22'  57.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

41. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:

261° 18'  150.01 feet to a 1/2" pipe (set);
42. 281° 14' 98.78 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

43. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 25.00 feet, the chord azimuth and distance being:

320° 58' 04.5" 31.96 feet to a 1/2" pipe (set);

44. Thence along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)), on a curve to the left with a radius of 1,949.86 feet, the chord azimuth and distance being:

349° 29' 04.5" 758.66 feet to a 1/2" pipe (found);

45. 338° 16' 923.46 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

46. 68° 16' 30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);
47. 338° 16'     200.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

48. 248° 16'     30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

49. 338° 16'     1,050.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

50. 68° 16'      30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

51. 338° 16'     250.36 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to the point of beginning and containing an area of 341.390 acres, more or less.
EXHIBIT "B"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 807 to Barenaba) situate, lying and being at Alakahi, District of South Hilo, Island and County of Hawaii, State of Hawaii, being LOT 7-A and thus bounded and described:

Beginning at a point at the Northwest corner of this parcel of land being also the Northeast corner of Lot 1, the coordinates of said point of beginning referred to Government Survey Triangulation Station "ALAL.A" being 9,218.40 feet South and 1,045.30 feet East and running by azimuths measured clockwise from True South:

1. 278° 00' 10" 1276.50 feet along Grant 2003 Apana 2 to Barenaba;
2.  56° 00' 30" 198.41 feet along Lot 6-A, remainder of R.P. Grant 807 to Barenaba; thence continuing along Lot 6-A, remainder of R.P. Grant 807 to Barenaba for the next eight (8) courses the direct azimuth and distances being:
3.  69° 50' 30" 59.41 feet;
4.  75° 43' 00" 206.68 feet;
5.  78° 45' 30" 108.47 feet;
6.  83° 21' 00" 209.33 feet;
7.  89° 02' 00" 210.83 feet;
8.  95° 30' 00" 115.17 feet;
9.  97° 22' 00" 239.03 feet;
10. 102° 01' 30" 82.39 feet;
11. 198° 00' 50" 368.25 feet along Lot 1 to the point of beginning and containing an area of 8.327 acres, more or less.
LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION, RETURN BY Mail (X) Pickup ( )

Nakamoto, Okamoto & Yamamoto (AMO)
187 Kapiolani Street
Hilo, Hawaii 96720

TITLE OF DOCUMENT:

DECLARATION OF RESTRICTIVE COVENANTS
(Variance 14-000191)

Affects: TMK (3rd) 2-7-039: 024

This document contains 6 pages.
DECLARATION OF RESTRICTIVE COVENANTS
(Variance 14-000191)

THIS DECLARATION is made this 30th day of May, 2014, by JJCO PROPERTIES, LLC, a Hawaii limited liability company, whose mailing address is P.O. Box 4653, Hilo, Hawaii 96720 ("Declarant"):  

WITNESSETH:

WHEREAS, Declarant is the owner of those certain land being portions of Royal Patent 8117, Land Commission Award 7713 Apana 20 to V. Kamamalu (Certificate of Boundaries No. 175) Grant 2524 to Kaehuaea, Grant 2366, Apana 2 to Kiolakia Grant 2394 to Kupele and Ioela, Grant 2533 to Kupele and Ioela Grant 2663 to Kalana, Grant 1038 to Kalana Grant 1038 to Kalana, Grant 1349, Apana 1 to D. Barenaba Grant 958 to Keaweluaoele, Grant 1037 to Kaaukalai and Grant 2003, Apana 2 to D. Barenaba, situate at Onomea, Kahalii and Alakahi, South Hilo, Island of Hawaii, State of Hawaii, within the areas designated as Lots 24-B-1, 24-B-2, 24-B-3, 24-B-4, 24-B-5, and 24-B-6, as shown in Exhibit A, attached hereto and made a part hereof;  

WHEREAS, Declarant wishes to comply with the conditions of Variance VAR 14-000191 issued by the County of Hawaii Planning Director on April 2, 2014; and  

NOW THEREFORE, with respect to the land within Lots 24-B-1, 24-B-2, 24-B-3, 24-B-4, 24-B-5, and 24-B-6, Declarant hereby agrees to and imposes the following covenants and restrictions on said lands:

1. **WATER VARIANCE:** The following provisions shall apply to the land subject to
these covenants, which are the lands shown as Lots 24-B-1, 24-B-2, 24-B-3, 24-B-4, 24-B-5, and 24-B-6 on Exhibit A:

a. Declarant agrees and accept the fact that a County of Hawaii dedicable public water system is not now or in the foreseeable future able to service the subdivision.

b. The Declarant agrees to and accept the fact that the County of Hawaii will not at any time bear the responsibility of supplying public water to the subdivision.

c. Any existing and/or future dwellings not serviced by County of Hawaii water system constructed on the property shall have a minimum 6,000 gallon water storage facility for domestic consumption for water catchment. This catchment system shall adhere to the University of Hawaii’s College of Tropical Agriculture and Human Resources’ "Guidelines for Owners of Rain Catchment Water Systems as well as the State Department of Health requirements related to water testing and water purifying devices.

d. Provide a water supply system sufficient for fire fighting consisting of a minimum 3,000 gallons of water per existing and/or proposed future dwelling on the property meeting with the approval of the Hawaii County Fire Department. If dwellings are spaced closer than 50 feet apart, 4,000 gallons of water per dwelling shall be required.

e. In the event that any of the lots are provided by a water service (individual meter) from the County of Hawaii Department of Water Supply or an approved private water system, the above covenants for the specific property with such service shall no longer be in effect. The owner(s) of the lot(s) shall participate in such improvement or shall pay their pro-rata share of the upgrade and installation of laterals, as determined by the County of
Hawaii Department of Water Supply.

2. Any lots created by SUB 13-001304 may not be made subject to a condominium property regime. No ohana dwelling or second dwelling unit shall be permitted on any lot created by SUB 13-001304.

3. In the event that there are any amendments or changes to the subdivision after the agreement is signed, the Declarant shall be responsible for informing the County Planning Department of such amendments or changes so that the agreement can be amended concomitantly. Further, the written or recorded agreement shall be binding upon the owner(s), their successors or assigns and shall be incorporated as an exhibit and made part of each agreement of sale, deed, lease, or similar documents affecting the title or ownership of the existing property or approved subdivided lots.

4. This Declaration of Restrictive Covenants shall run with said land and shall be binding upon the Declarant and all future owners of the property and may not be modified without the written consent of the appropriate authority for the County of Hawaii.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the day and year first above written.

JJCO PROPERTIES, LLC

By:__________________________
Clarence E. Jackson, Trustee of The CEJ Trust
Its Member
STATE OF HAWAII
COUNTY OF HAWAII

On this 30th day of May, 2014, before me appeared CLARENCE E. JACKSON, Trustee
of The CEJJ Trust, to me personally known who, being by me duly sworn (or affirmed), did say
that he is a Member of JJCO PROPERTIES, LLC, a Hawaii limited liability company, and that
the instrument was signed in behalf of the limited liability company by authority of its Members
and said Member acknowledged the instrument to be the free act and deed of the limited liability
company.

Amy K. Maneki

L.S.

Notary Public
State of Hawaii
My commission expires: 5/23/2018

<table>
<thead>
<tr>
<th>Date of Document:</th>
<th>May 30, 2014</th>
<th># of Pages:</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Notary:</td>
<td>Amy K. Maneki</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document Description:</td>
<td>Declaration of Restrictive Covenants (Variance 14-000191)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amy K. Maneki

May 30, 2014

Notary Signature

Date

(Seal or Stamp)

NOTARY CERTIFICATION
LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP ( ) TO:

JJCO PROPERTIES, LLC
2945 N. Nimitz Hwy
Honolulu, HI 96819

TG: 200345589-5
TGE: A33022178
Yvonne Santos

THIS DOCUMENT CONTAINS 26 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: ONOMEA BAY RANCH, LLC, a Hawaii limited liability company, whose mailing address is 215 Hualalai Street, Hilo, Hawaii 96720

GRANTEE: JJCO PROPERTIES, LLC, a Hawaii limited liability company, whose mailing address is 2943 N. Nimitz Highway, Honolulu, Hawaii 96819

TAX MAP KEY (3) 2-7-007-001, 2-7-009:016 and 2-7-010:003, portions, Lot 24B

PKK/TGES2003DED/7-29-03
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That ONOMEA BAY RANCH, LLC, a Hawaii limited liability company, whose mailing address is 215 Hualalai Street, Hilo, Hawaii 96720, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Grantor paid by JJCO PROPERTIES, LLC, a Hawaii limited liability company, whose mailing address is 2943 N. Nimitz Highway, Honolulu, Hawaii 96819, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key 2-7-007-001, 2-7-009:016 and 2-7-010:003, portions, Lot 24B, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, and the Grantee’s successors and assigns, in fee simple forever.

SUBJECT, HOWEVER TO terms and provisions regarding use of the premises as set forth in Exhibit “B” attached hereto and made a part hereof.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited
to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the Grantee has had full opportunity to inspect the premises and accept the same "AS IS", as provided for in the sales contract and any and all addenda thereto. The terms of said "AS IS" provisions are incorporated herein by reference and shall survive closing.

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

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to 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, this instrument has been executed by the undersigned on this ___ day of ________, 2003.

ONOMEA BAY RANCH, LLC, a Hawaii limited liability company

By ____________________________

J. BARRON STROther
Its Manager

GRANTOR
JJCO PROPERTIES, LLC, a Hawaii limited liability company

By

CLARENCE E. JACKSON, TRUSTEE OF THE CEJJ TRUST DATED AUGUST 7, 1996

Its

GRANTEE

APPROVED AS TO FORM

PETER K. KUBOTA
ATTORNEY AT LAW

7/29/03
On this \textbf{18th} day of \textbf{August}, 2003, before me personally appeared J. BARRON STROther, to me personally known, who, being by me duly sworn, did say that he is manager of \textbf{ONOMEA BAY RANCH, LLC, a Hawaii limited liability company}, that the foregoing instrument was signed in the name of and on behalf of said limited liability company, and said J. BARRON STROther acknowledged that he executed the same as his free act and deed and as the free act and deed of said limited liability company.

\begin{center}
\textbf{Suzanne S. Redmill}
\end{center}
\begin{center}
Name: \textbf{Suzanne S. Redmill}
\end{center}
\begin{center}
Notary Public, State of Hawaii
\end{center}
\begin{center}
My commission expires: \textbf{June 11, 2004}
\end{center}
STATE OF HAWAII
City:)
COUNTY OF HAWAII Honolulu)

On this 1st day of August 2003, before me personally appeared__

CUALEE E. JACKSON, to me personally known, who, being by me duly sworn, did say that said person is the MEMBER of JJCO PROPERTIES, LLC, a Hawaii limited liability company, that the foregoing instrument was signed in the name of and on behalf of said limited liability company, and said person acknowledged that the foregoing instrument was executed as the free act and deed of said person and as the free act and deed of said limited liability company.

[Signature]

Name: [Signature]
Notary Public, State of Hawaii
My commission expires: NOV 2 2005
EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent 8117, Land Commission Award 7713, Apana 20 to V. Kamamalu (Certificate of Boundaries Number 175); Royal Patent Grant Number 2524 to Kaehuaea; Royal Patent Grant Number 2366, Apana 2 to Kiolakia; Royal Patent Grant Number 2394 to Kupele & Icela; Royal Patent Grant Number 2533 to Kupele & Icela; Royal Patent Grant Number 2663 to Kalana; Royal Patent Grant Number 1038 to Kalana; Royal Patent Grant Number 958 to Keaweluao; Royal Patent Grant Number 1037 to Kaualani; Royal Patent Grant Number 1349, Apana 1 to D. Barenaba; and Royal Patent Grant Number 2003, Apana 2 to D. Barenaba) situate, lying and being at Onomea, Kahalii, Alakahi, District of South Hilo, Island and County of Hawaii, State of Hawaii, being LOT 24-B, of the "ONOMEA BAY RANCH" subdivision and thus bounded and described as per survey dated June 27, 2003, to-wit;

Beginning at a 1/2" pipe (found) at the southeast corner of this parcel of land and along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)), same being also the northeast corner of Lot 6-A, being a portion of Grant 807 to D. Barenaba, the coordinates of said point of beginning referred to Government Survey Triangulation Station "ALALA" being 9,403.78 feet south and 2,383.13 feet east and thence running by azimuths measured clockwise from true South:

1. 122° 00' 14.90 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

2. 103° 00' 13.28 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

3. 71° 40' 23.62 feet along Lot 6-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (set);

4. 98° 00' 10" 1,300.76 feet along Lot 6-A and 9-A, being a portion of Grant 807 to D. Barenaba to a 1/2" pipe (found);

5. 158° 16' 780.74 feet along Lot 24-A, being portions of Grant 958 to Keaweluao; Grant 1038 to Kalana; Grant 2663 to Kalana; Grant 1349, Ap. 1 to D. Barenaba; Grant 2003, Ap. 2 to D. Barenaba; and Grant 807 to D. Barenaba to a 1/2" pipe (set);
6. 185° 18' 60.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaca; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluacole to a 1/2" pipe (set);

7. 95° 18' 838.05 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaca; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluacole to a 1/2" pipe (set);

8. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaca; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluacole, on a curve to the left with a radius of 1,530.00 feet, the chord azimuth and distance being:

91° 24' 208.13 feet to a 1/2" pipe (set);
feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:

99° 49' 200.52 feet to a 1/2" pipe (set);

feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
12. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 1,330.00 feet, the chord azimuth and distance being:

99° 31' 581.02 feet to a 1/2" pipe (set);

13. 86° 54' 57.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

14. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 470.00 feet, the chord azimuth and distance being:

95° 23' 138.67 feet to a 1/2" pipe (set);
15. 103° 52' 180.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

16. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 4,030.00 feet, the chord azimuth and distance being:

97° 00' 963.65 feet to a 1/2" pipe (set);

17. 90° 08' 808.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
18. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 970.00 feet, the chord azimuth and distance being:

94° 48' 157.84 feet to a 1/2" pipe (set);

19. 99° 28' 414.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

20. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 1,030.00 feet, the chord azimuth and distance being:

94° 24' 181.93 feet to a 1/2" pipe (set);
21. 89° 20' 750.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaua; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

22. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaua; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 2,530.00 feet, the chord azimuth and distance being:

85° 38' 326.53 feet to a 1/2" pipe (set);

23. 81° 56' 997.26 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaua; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
24. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:

121° 55' 257.03 feet to a 1/2'' pipe (set);

25. 161° 54' 90.78 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2'' pipe (set);

26. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuacea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:

182° 34' 155.29 feet to a 1/2'' pipe (set);
27. 203° 14' 45.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

28. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 870.00 feet, the chord azimuth and distance being:

211° 39' 254.69 feet to a 1/2" pipe (set);

29. 220° 04' 87.00 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);
30. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 670.00 feet, the chord azimuth and distance being:

\[236^\circ \ 44' \ 384.32 \text{ feet to a 1/2" pipe (set)};\]

31. \[253^\circ \ 24' \ 300.00 \text{ feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);}\]

32. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 430.00 feet, the chord azimuth and distance being:

\[240^\circ \ 41' \ 189.31 \text{ feet to a 1/2" pipe (set)};\]
33. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluola, on a curve to the right with a radius of 270.00 feet, the chord azimuth and distance being:

\[
\begin{array}{ccc}
243^\circ & 15' & 142.34 \\
\end{array}
\]

feet to a 1/2" pipe (set);

34. 258° 32' 4,554.00

feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluola to a 1/2" pipe (set);

35. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluola, on a curve to the right with a radius of 270.00 feet, the chord azimuth and distance being:

\[
\begin{array}{ccc}
276^\circ & 36' & 167.47 \\
\end{array}
\]

feet to a 1/2" pipe (set);
36. 294° 40'  
{\text{feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);}}

37. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the left with a radius of 780.00 feet, the chord azimuth and distance being:

{\text{282° 47' 321.23 feet to a 1/2" pipe (set);}}

38. 270° 54'  
{\text{feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaea; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);}}
39. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluao, on a curve to the left with a radius of 930.00 feet, the chord azimuth and distance being:

\[ 256° \ 08' \quad 474.08 \text{ feet to a } 1/2'' \text{ pipe (set);} \]

40. \[ 241° \ 22' \quad 57.00 \text{ feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluao to a } 1/2'' \text{ pipe (set);} \]

41. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuana; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluao, on a curve to the right with a radius of 220.00 feet, the chord azimuth and distance being:

\[ 261° \ 18' \quad 150.01 \text{ feet to a } 1/2'' \text{ pipe (set);} \]
42. 281° 14' 98.78 feet along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaka; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele to a 1/2" pipe (set);

43. Thence along Lot 28 (for road and utility purposes), being portions of R.P. 8117, L.C. Aw. 7713, Ap. 20 to V. Kamamalu (Certificate of Boundaries No. 175); Grant 2524 to Kaehuaka; Grant 2366, Ap. 2 to Kiolakia; Grant 2394 to Kupele & Ioela; Grant 2533 to Kupele & Ioela; Grant 1038 to Kalana; Grant 2663 to Kalana; and Grant 958 to Keaweluaoele, on a curve to the right with a radius of 25.00 feet, the chord azimuth and distance being:

320° 58' 04.5" 31.96 feet to a 1/2" pipe (set);

44. Thence along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)), on a curve to the left with a radius of 1,949.86 feet, the chord azimuth and distance being:

349° 29' 04.5" 758.66 feet to a 1/2" pipe (found);

45. 338° 16' 923.46 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

46. 68° 16' 30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);
47. 338° 16' 200.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

48. 248° 16' 30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

49. 338° 16' 1,050.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

50. 68° 16' 30.00 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to a 1/2" pipe (set);

51. 338° 16' 250.36 feet along the west side of Hawaii Belt Road (F.A.P. 14-B(1) and F.A.G.H. 14-B(2)) to the point of beginning and containing an area of 341.390 acres, more or less.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED (ASSUMPTION OF MORTGAGE)

GRANTOR : CONTINENTAL PACIFIC, LLC, a Delaware limited liability company

GRANTEE : ONOMEA BAY RANCH, LLC, a Hawaii limited liability company

DATED : January 23, 2003
RECORDED : Document No. 2003-020414

Together with a non-exclusive easement for road and utility purposes over Lot 28, as granted by AMENDED AND RESTATED DECLARATION OF EASEMENTS dated June 30, 2003, recorded as Document No. 2003-137483, and being more particularly described therein; and subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein.
SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. Roadways as indicated on tax map.

3. Location of the boundary of Hanawai Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.

4. GRANT

TO : CHONG C. AKANA, husband of Hannah W. Akana

DATED : July 1, 1963
RECORDED : Liber 4587 Page 569
GRANTING : a non-exclusive easement for roadway purposes over, across, along and upon EASEMENT 1, being more particularly described therein.

5. GRANT

TO : Hilo Electric Light Company, Limited, a Hawaii corporation, now known as Hawaii Electric Light Company, Inc.

DATED : June 12, 1974
RECORDED : Liber 10017 Page 135
GRANTING : a non-exclusive right and easement for utility purposes over, through and upon EASEMENT 23 for overhead transmission lines, said easement being more particularly described therein.

6. GRANT

TO : Hawaii Electric Light Company, Inc., a Hawaii corporation

DATED : October 24, 1988
RECORDED : Liber 22574 Page 172
GRANTING : a nonexclusive right and easement for utility purposes, over and across EASEMENTS 15, 16, 17, and 18, said easements being more particularly described therein, and as shown on the map attached thereto.
7. PASTURE LEASE (UNRECORDED)

LESSOR : MAUNA KEA AGRIBUSINESS CO., INC., a Hawaii corporation

LESSEE : ONOMEA CATTLE COMPANY, INC., a Hawaii corporation

DATED : February 10, 1995, effective as of March 1, 1995

THE LESSEE'S INTEREST ASSIGNED

ASSIGNOR : ONOMEA CATTLE COMPANY, INC., a Hawaii corporation

ASSIGNEE : PONOHOLO RANCH, LIMITED, a Hawaii corporation

DATED : August 31, 2000

MAUNA KEA AGRIBUSINESS CO., INC., assigned an undivided 38.66% interest as Lessor in said Lease to CONTINENTAL PACIFIC LLC, by unrecorded Assignment of Unrecorded Pasture Lease dated December 4, 2002. Said interest was further assigned, by mesne assignments, to ONOMEA BAY RANCH OWNER'S ASSOCIATION, INC., a Hawaii non-profit corporation, by instrument dated June 9, 2003, recorded as Document No. 2003-122898.

8. Terms and provisions of that certain unrecorded ONOMEA SPRINGS WATER USE AGREEMENT effective January 15, 2000, for a term of five (5) years from the Effective Date, regarding non-potable spring water collection and transmission.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : SATISFACTION DEED

DATED : December 13, 2002
RECORDED : Document No. 2002-227891

The foregoing includes, but is not limited to, matters relating to reservation unto Mauna Kea Agribusiness Co., Inc., a Hawaii corporation and its successors and assigns, a non-exclusive easement for road and utility purposes over Easement C-1(AB) (Ginger Patch Road), together with the right from time to time, to grant said easement to others, as shown on map attached thereto.

11. GRANT

TO : MAUNA KEA AGRIBUSINESS CO., INC., a Hawaii corporation

DATED : December 13, 2002
RECORDED : Document No. 2002-227898
GRANTING : a non-exclusive easement for roadway and utility purposes over and across Easement C-1(AB) (Ginger Patch Road) as shown on the map attached thereto.

12. DESIGNATION OF EASEMENT "R-3"

PURPOSE : road and utility

13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : AMENDED AND RESTATED DECLARATION OF EASEMENTS

DATED : June 30, 2003
RECORDED : Document No. 2003-137483

The foregoing includes, but is not limited to, matters relating to drainage easement maintenance, an Easement in Gross to ONOMEA BAY RANCH OWNER'S ASSOCIATION, INC. over Road and Utility Easement "R-3", being more particularly described therein, and easements in favor of others over said Easement "R-3".

14. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS RE: VARIANCE PERMIT NO. 1357 AND AMENDMENT TO VARIANCE PERMIT NO. 1357

DATED : June 12, 2003
RECORDED : Document No. 2003-127816

15. 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.

END OF EXHIBIT "A"
EXHIBIT “B”

The following covenants, conditions and restrictions shall bind the Property described in Exhibit “A”, shall be for the benefit of the Grantor, and all remaining lots within the Onomea Bay Ranch Subdivision, and shall run with the land:

1. No mobile homes, tents or other temporary structures shall be erected on the Property, except that temporary structures are permitted during the construction phase of residential dwellings, with a limit of two (2) years. Geodomes and Quonset huts shall be prohibited.

2. Setbacks for any structures on the Property shall be 200 feet from the paved subdivision roadways.

3. All trees and other landscaping shall be kept to a height not greater than 25 feet.

4. Any residential dwellings shall have a minimum living area of 1,500 square feet.

5. The Property shall not be used or maintained for storage of disabled vehicles, vehicle parts, trash or garbage.

6. Any water catchment system or reservoirs shall be situated or screened so as to minimize visibility from neighboring lots or paved subdivision roadways.

7. Cattle, horses, sheep and goats may be maintained for commercial purposes.

8. Swine shall not be allowed on the Property, whether for commercial or non-commercial purposes.
DECLARATION OF CONDITIONS RE: VARIANCE PERMIT NO. 1357
AND AMENDMENT TO VARIANCE PERMIT NO. 1357

PARTIES TO DOCUMENT:

DECLARANT: ONOMEA BAY RANCH, LLC, a Hawaii limited liability company,
whose mailing address is at 215 Hualalai Street, Hilo, Hawaii 96720

TAX MAP KEY (3) 2-7-007:001 and 2-7-009:016
DECLARATION OF CONDITIONS RE: VARIANCE PERMIT NO. 1357  
AND AMENDMENT TO VARIANCE PERMIT NO. 1357

THIS DECLARATION made this 12th day of June, 2003, by

ONOMEA BAY RANCH, LLC, a Hawaii limited liability company, whose mailing address
is 215 Hualalai Street, Hilo, Hawaii 96720 (hereinafter the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate at Aleamai, Kalaoa,
Puumoi, Mokuuoniki, Alakahi, Kahalii, Onomea, Kawaiinui, Kaupakuea, Kahua, and
Makahanaaloa, District of South Hilo, Island and County of Hawaii, State of Hawaii, identified as
Tax Map Keys (3) 2-7-007:001 and 2-7-009:016 (hereinafter the "Property");

WHEREAS, on May 6, 2003, the Planning Director of the County of Hawaii
(hereinafter "the Planning Director") approved Variance Permit No. 1357 (VAR 03-018),
allowing for the creation of a five (5) lot subdivision of the Property without meeting all water
and road requirements under the Hawaii County Code, Chapter 23, Subdivisions, Article 3,
Division 4, Street Design, Section 23-41, Minimum Right-of-Way and Pavement Widths, Article
6, Division 2, Improvements Required, Section 23-84, Water Supply, (1)(2), and Section 23-87,
Standard for Nondedicable Street; Escrow Maintenance Fund (hereinafter the "Variance"), a true
and correct copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, on June 9, 2003, the Planning Director approved an Amendment to
Variance Permit No. 1357 (hereinafter the "Amended Variance"), a true and correct copy of
which is attached hereto as Exhibit “B” and made a part hereof, wherein Condition No. 5
provides, in pertinent part, as follows:

"5. The applicant, owners, their assigns, or successors shall
file a written agreement or approved written document
with the Planning Department within one (1) year from
the issuance of tentative subdivision approval and prior
to receipt of final subdivision approval of SUB 02-0149.
This agreement shall contain the following deed
language, being covenants, conditions, and restrictions,
which affect the entire property and/or proposed lots
arising from the approval of SUB-0149 and be duly
recorded at the Bureau of Conveyances of the State of
Hawaii by the Planning Department at the cost and
expense of the applicant: ..."

NOW, THEREFORE, Declarant hereby acknowledges and declares that all of the
Property shall be subject to the conditions contained in the Variance and the Amended Variance
as attached in Exhibits A and B hereto;

Said conditions shall operate as a covenant running with the land and shall be binding
upon all owners and their respective heirs, personal representatives, successors and assigns.

The term "Applicant/Owner/Subdivider", as and when used herein, shall mean and
include Declarant herein, and the terms “Declarant” and “Applicant/Owner/Subdivider, as and
when used herein, or any pronouns used in place thereof, shall mean and include the masculine,
feminine or neuter, the singular or plural number, individuals, partnerships, trustees or
corporations and their and each of their respective successors, heirs, personal representatives,
successors in trust and assigns, according to the context thereof.
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year first above written.

ONOMEA BAY RANCH, LLC,
a Hawaii limited liability company

By  

J. BARRON STROTHER
Its Managing Member
On June 12, 2003, before me personally appeared J. BARRON STROTHER, 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.

Name: PETER K. KUBOTA
Notary Public, State of Hawaii

My commission expires: 4/17/2005
May 6, 2003

Mr. Sidney Fuke
SIDNEY FUKE PLANNING CONSULTANT
100 Pauahi Street, Suite 212
Hilo, HI 96720

Dear Mr. Fuke:

VARIANCE PERMIT NO. 1357 (VAR 03-018)
Agent: SIDNEY FUKE PLANNING CONSULTANT
Applicant: SIDNEY FUKE PLANNING CONSULTANT
Owner: CONTINENTAL PACIFIC, LLC
Request: Variance from Chapter 23, Subdivisions,
Water System and Roadway Improvements
Tax Map Key: 2-7-007:001 & 2-7-009:016 (SUB 02-0149)

After reviewing your variance application and the information included with the variance application, the Planning Director certifies the approval of your variance request with conditions. The subject variance request is to allow a subdivision of the subject TMK property(s) into five (5) lots, without meeting all water and road requirements under the Hawai‘i County Code, Chapter 23, Subdivisions, Article 3, Division 4, Street Design, Section 23-41, Minimum right-of-way and pavement widths, Article 6, Division 2, Improvements Required, Section 23-84, Water Supply, (1) (2), and 23-87, Standard for nondedicable street; escrow maintenance fund.

BACKGROUND

1. Location. The subject property(s), exceeding 880 + aggregate acres are mauka of the Mamalahoa Highway (Highway 19). Generally, the overall affected area lies midway between the villages of Papaikou and Pepeekeo. According to the subdivision’s preliminary plat map(s), the overall area is situated at Aleamai, Kalaoa, Puuomoi, Mokuoniki, Alakah, Kahalii, Onomea, Kawainui, Kaupakuea, Kahua, and Makahanaloe, South Hilo, Hawaii.
2. **Zoning.** The subject property(s) (SUB 02-0149) are zoned Agricultural (A-20a) by the County and designated Agriculture ("A") by the State Land Use Commission (LUC). Property zoned A-20a means an agricultural district (A) with a minimum building site area of twenty acres (20a).

3. **Subdivision Request/PPM.** The proposed 5-lot subdivision application (SUB 02-0149) on or about December 2002 and January 2003. This subdivision application includes a revised preliminary plat map (PPM), dated February 19, 2003, prepared by R. M. Towill Corporation. The owner/applicant proposes to further subdivide the Lot 76 into five (5) lots. Further action on the proposed 5-lot subdivision was deferred by letter dated February 21, 2003 and consideration of the subject variance application and subdivision application (SUB 02-0044).

4. **Variance Application(s).** Existing access to the subject TMK property(s) is from the Mamalahoa Highway via road lots and/or easements. The variance request is from the following water system and roadway requirements of the Subdivision Code:

   - **Water Supply (Section 23-84).** In lieu of a water system meeting DWS standards, the applicant is requesting a variance to allow private individual rainwater catchment water systems for potable and emergency requirements within the proposed 5-lots;

   - **Non-dedicable private street (Section 23-87).** In lieu of a 20'-wide oil-treated agricultural pavement within a 50'-wide right-of-way meeting DPW's standards (Standard Detail R-39), the applicant proposes to construct a 10'-wide asphalt paved road with 4'-wide graveled shoulders. The overall width of the "roadway" would be 18 feet wide and "should be sufficient for emergency and farm and other vehicles to safely traverse this area". There would be a 50'-wide right-of-way.

5. **Agency Comments and Requirements (VAR 03-018):**

   a. The Department of Public Works (DPW) memorandum, dated April 8, 2003, states in part:
"We have reviewed the subject variance application and have the following comments:

We do not believe there are special and unusual circumstances with regard to the requirements of Sections 23-87 and 23-41. These are the minimum requirements imposed on all subdivisions of this type.

To satisfy HCC, Section 23-34, the DPW still believes that the required improvements should be provided. However, should the Planning Director determine that the roadway's proposed improvement is sufficient to support the subject subdivision, the DPW defers to that determination."

b. The State Department of Health (DOH) memorandum, dated October 1, 2001, states:

"The Health Department found no environmental health concerns with regulatory implications in the submittals."

c. The Department of Water Supply (DPW) memorandum, dated April 29, 2003, states in part:

"We have reviewed the subject Variance Application. Please refer to our April 1, 2003, memorandum to you for our comments and requirements."

Note: Refer to April 1, 2003 DWS memorandum in SUB 02-0149 file.

d. No comments to the variance application were received from the Hawaii County Fire Department (HFD).

6. Notice to Surrounding Owners. Transmittal letter/affidavit/exhibits regarding mailing a notice dated April 2, 2003 to surrounding property owners was received on April 6, 2003. No objections to the subject variance request were received from the surrounding property owners or public. No other agency comments were received.

**SPECIAL AND UNUSUAL CIRCUMSTANCES**

The following special and unusual circumstances apply to the subject project, which exist either
to a degree which deprive the applicant/owner of substantial property rights that would otherwise be available or to a degree which obviously interferes with the best use or manner of development of the subject property:

The proposed 5-lot subdivision would be a further subdivision of a “bulk lot” created by a previous subdivision application-SUB 02-0044. According to the Settlement Agreement between the County of Hawaii and Continental Pacific LLC, SUB 02-0044 application was recognized as a reconsolidation/resubdivision of existing lots of record, per §23-7 of the Zoning Code. Thus, the lots created would normally not hope to meet the standards of the zoning and subdivision codes. In the Settlement Agreement, the subdivider agreed to pave 3000 linear feet of road within that subdivision.

The applicant then proposed to pave an additional 23,000 linear feet within SUB 02-0149, in consideration of being able to subdivide an additional 5-lots, in addition to the pre-existing lots. The proposal therefore offered a significant improvement to the infrastructure of the pre-existing lot subdivision, with a minimal increase in the burden of the subdivision roads.

**ALTERNATIVES**

The decision alternatives include the following:

1. *Improve the roadways within the existing and proposed easements with an agricultural roadway standard as required by DPW and provide a dedicable water system meeting DWS Standards.* This alternative would require the applicant (owner/subdivider) to improve existing roadways to agricultural standards required by the DPW and install a dedicable water system meeting the requirements of the DWS. The costs associated to design and construct the required DPW paved road and shoulder improvements within the existing and proposed access easements and conventional dedicable water system would be substantial when weighed against the proposed agricultural uses and other special and unusual circumstances or agreements.

2. *Reasonable subdivision improvements to meet minimal emergency vehicular and safety requirements.* This is the selected alternative. The proposed alternative and private road and water system improvements to the proposed subdivision will be superior to unpaved roads and water catchments serving similar lots, elsewhere. Drainage concerns and improvements within the existing and proposed easements and within proposed subdivision development will be addressed by the subdivider and installed. Intersection, signage, and additional street lighting improvements at the Mamalahoa Highway and
proposed rights-of-ways will be addressed and installed in accordance with DPW requirements.

**INTENT AND PURPOSE OF THE SUBDIVISION CODE**

The intent and purpose of access requirements to a proposed subdivision is to ensure legal and physical access to the proposed lots that is clearly defined and accessible from a public road by domestic and farm vehicles, police, fire, and other service vehicles under various weather conditions without constant maintenance. The intent and purpose of requiring a water system for and within the proposed subdivision is to assure that adequate water is available for human consumption and fire protection. The applicant is requesting a variance to proposing alternative access and water system improvements to the allow the proposed 5-lots in lieu of the minimum requirements stipulated by agency comments via memorandums to the proposed 5-lot subdivision and Chapter 23, Subdivisions.

The surrounding areas are rural-agricultural in character and were previously used to grow sugar cane prior to demise of the sugar industry situated along the Hamakua Coast. The character of the existing roadways throughout the subject subdivision and adjoining property(s) have not significantly changed during the past 60 to 70 years. Existing public access to the existing property and neighborhood are appropriate for the subdivision's zoning and the intentions by the subdivider to maintain low intensity agricultural use(s).

Pursuant to the applicant, “Based on the State Department of Land and Natural Resources’ Water Resources Investigations Report 95-4212, the nearest rain gauge is Station No. 90.00 in Wainaku, about 2 miles from the subject site. Over the past 62 years, annual rainfall was 136.3”. Furthermore, according to a map WATER-RESOURCES INVESTIGATION REPORT 95-4212-PLATE 6, the approximate location of the proposed subdivision and adjoining areas appears to receive between 120 to 160 inches of rain yearly.

By granting the roadway and water system variance pursuant to Chapter 23, Subdivisions, there should be no adverse impact to adjoining properties or other users of the nearby public road or existing or proposed access easements throughout the pending and proposed subdivision(s). Road maintenance requirements will be shared among the users and water requirements for potable and emergency purposes will be privately addressed by the lot owner(s).

Therefore, based on the representations made by the applicant and evaluation of existing access and traffic patterns to and near the existing property, the Planning Director has concluded that all requirements stipulated by the DPW and DWS memorandums can be modified to allow the
proposed 5-lot subdivision.

DETERMINATION-VARIANCE CONDITIONS

Based on the foregoing findings, this variance request would be consistent with the general purpose of the zoning district and the intents and purposes of the Zoning Code, Subdivision Code and the County General Plan. Furthermore, the variance requested will not be materially detrimental to the public's welfare and will not cause substantial adverse impact to the area's character and to adjoining properties.

The variance requested to allow a proposed 5-lot subdivision without providing the minimum road and water system improvements stipulated by the respective DPW and DWS memorandums to allow the proposed 5-lot subdivision shall be modified and subject to the following variance conditions:

1. The subdivider, owners, their assigns, or successors shall be responsible for complying with all stated conditions of this variance.

2. The subdivider, owners, their assigns, or successors understand that the 5-lots arising out of SUB 02-0149 will use and maintain the existing access easement and the proposed paved roadways and roadway shoulders to and within the subject TMK property on their own without any expectation of governmental assistance to maintain lot access from the privately owned roadways or any other privately owned access or easement improvements within the subject TMK property or adjoining areas.

3. The proposed roadway within the road lots or easements shall be paved as described in this variance application (10' wide and 2-4' wide gravel shoulders) prior to final subdivision approval (or bonded). Grades shall not exceed a maximum of 20%.

4. Applicant shall meet DPW drainage requirements (e.g., studies, plans, and improvements) and construct (or bond) such improvements prior to final subdivision approval.

5. The applicant, owners, their assigns, or successors shall file a written agreement or approved written document with the Planning Department within one (1) year from the issuance of tentative subdivision approval and prior to receipt of final subdivision approval of SUB 02-0149. This agreement shall contain the following deed language, being covenants, conditions, and restrictions, which affect the entire property and/or proposed lots arising from the approval of SUB-0149 and be duly recorded at the Bureau
of Conveyances of the State of Hawaii by the Planning Department at the cost and expense of the applicant:

a. The applicant and/ or owners shall indemnify and defend the State of Hawaii or County of Hawaii from any and all liability arising out of vehicular access to and from the subject property utilizing the private roadway easements outside and within the existing TMK property designated on the subdivision application's (SUB 02-0149) final plat map.

b. Each lot created by SUB 02-0149 shall have no more than one dwelling. No ohana dwelling or "additional farm dwelling" or second farm dwellings shall be permitted on any lot created by SUB 02-0149 for the reason that this variance is granted based on minimal increase in the number of users.

c. The owners understand that the lots created by SUB 02-0149 have been approved with this road and water improvements variance, and that they will use and maintain the privately owned access roads to and within their property, private water system, and drainage improvements on their own without any expectation of governmental assistance, including any road improvements within private roadways, easements, and the intersection between the privately owned roadways and the Mamalohoa Highway right-of-way.

d. The owners agree to participate in any road maintenance agreement agreed to among the majority of easement holders for the applicable access easement(s) serving their lot. Said maintenance shall include, without limitation, grass cutting (mowing), timely repair and/or filling of any and all rutted areas and "potholes", and periodic grading and regrassing of existing roadway shoulders within roadway lots or easements to ensure that existing drainage patterns are maintained and that soil runoff within the privately owned rights-of-ways do not affect the surrounding property or immediate areas.

e. The owners agree and accept the fact that a County dedicable public water system is not now able to service the proposed additional lots without public water created by SUB 02-0149. Should the Council adopt a Unified Impact Fees Ordinance setting forth criteria for the imposition of exactions or the assessment of impact fees, conditions included herein shall be credited towards the requirements of the Unified Impact Fees Ordinance.
f. The owners agree and accept the fact that the County will not, at this time, bear the responsibility of supplying public water to the proposed or affected additional lot created by SUB 02-0149 not serviced by a County water system. No further subdivision of the lots created by SUB 02-0149 will be permitted unless county water system requirements and other requirement of Chapter 23, Subdivisions, are met.

g. Any lots created by SUB 02-0149 may not be made subject to a condominium property regime.

h. Any farm dwelling constructed on a proposed lot not serviced by a County water system shall be provided with and maintain a private potable rain catchment system which includes a minimum 6000-gallon water storage capacity for domestic consumption or potable uses. This private water catchment system shall adhere to the Department of Public Works, Building Division's "Guidelines for Owners of Rain Catchment Water Systems" as well as the State Department of Health requirements related to water testing and water purifying devices.

i. In the event that there are any amendments or changes to the subdivision after the agreement is signed, the applicant shall be responsible for informing the County Planning Department of such amendments or changes so that the agreement can be amended concomitantly. Further, the written or recorded agreement shall be binding upon the owner(s), their successors or assigns and shall be incorporated as an exhibit and made part of each agreement of sale, deed, lease, or similar documents affecting the title or ownership of the existing property or approved subdivided lots.

j. In the event that the County notifies the owner(s) of the lot(s) created by SUB 02-0149 that the County Water System has been upgraded or an improvement district initiated to enable service to the lots created by SUB 02-0149, the owner(s) of the lot(s) created by SUB 02-0149 shall participate in such improvement district or shall pay their pro-rata share of the upgrade and installation of laterals, as determined by the Department of Water Supply.

k. The subject property was created by subdivision of a larger parcel pursuant to a variance from the water supply requirement in Section 23-84 of the Hawaii County Code. The subdivider or grantee, the assigns or successors acknowledges that there are no special or unusual circumstances existing on the property, and
therefore, there are no grounds for the subdivider or grantee, the assigns or successors to
request a further variance from the water supply requirements to permit further
subdivision of the subject property.

5. The owners, their assigns or successors shall pay any outstanding real property taxes due
and comply with all other applicable State and County rules and regulations pertaining to
subdivisions, tentative subdivision approval conditions, approved subdivision
construction plans, variance conditions, and land use.

Should any of the foregoing stated conditions not be complied with, the Planning Director may
proceed to declare this Variance Permit null and void.

Thank you for your understanding and patience during our review.

Sincerely,

CHRISTOPHER J. YUEN
Planning Director

WRY/CJY.pak
\code\02\public\WP60\WRY\FORM\LETTER\VARAPPSUBTM\2700700127005016.FUKE

xc: DPW-Engineering-Hilo
    DWS-Manager
    SUB 02-0149
AMENDMENT TO VARIANCE PERMIT NO. 1357 (VAR 03-018)
Agent: SIDNEY FUKE PLANNING CONSULTANT
Applicant: SIDNEY FUKE PLANNING CONSULTANT
Owner: CONTINENTAL PACIFIC, LLC
Request: Variance from Chapter 23, Subdivisions,
Water System and Roadway Improvements
Tax Map Key: 2-7-007:001 & 2-7-009:016 (SUB 02-0149)

After discussions with Mr. Hank Correa, we amend Variance No. 1357 as follows:

4. Applicant shall meet DPW drainage requirements (e.g., studies, plans, and
improvements) and construct (or bond) such improvements prior to final subdivision
approval. This condition #4 is deleted in its entirety since the conditions of tentative
subdivision approval will address any drainage requirements as necessary.

5. The applicant, owners, their assigns, or successors shall file a written agreement or
approved written document with the Planning Department within one (1) year from the
issuance of tentative subdivision approval and prior to receipt of final subdivision
approval of SUB 02-0149. This agreement shall contain the following deed language,
being covenants, conditions, and restrictions, which affect the entire property and/or
proposed lots arising from the approval of SUB-0149 and be duly recorded at the Bureau
of Conveyances of the State of Hawaii by the Planning Department at the cost and
expense of the applicant:

EXHIBIT B
a. The applicant and/or owners shall indemnify and defend the State of Hawaii or County of Hawaii from any and all liability arising out of vehicular access to and from the subject property utilizing the private roadway easements outside and within the existing TMK property designated on the subdivision application’s (SUB 02-0149) final plat map.

b. Each lot created by SUB 02-0149 shall have no more than one dwelling. No ohana dwelling or “additional farm dwelling” or second farm dwellings shall be permitted on any lot created by SUB 02-0149 for the reason that this variance is granted based on minimal increase in the number of users. This condition #5b is deleted in its entirety. Since the subdivision is intended as affordable farm lots, the need for additional farm dwellings will be determined based on the level of farming activity as regulated through the additional farm dwelling approval process.

c. The owners understand that the lots created by SUB 02-0149 have been approved with this road and water improvements variance, and that they will use and maintain the privately owned access roads to and within their property, private water system, and drainage improvements on their own without any expectation of governmental assistance, including any road improvements within private roadways, easements, and the intersection between the privately owned roadways and the Mamalaho Highway right-of-way.

d. The owners agree to participate in any road maintenance agreement agreed to among the majority of easement holders for the applicable access easement(s) serving their lot. Said maintenance shall include, without limitation, grass cutting (mowing), timely repair and/or filling of any and all rutted areas and “potholes”, and periodic grading and regrassing of existing roadway shoulders within roadway lots or easements to ensure that existing drainage patterns are maintained and that soil runoff within the privately owned rights-of-ways do not affect the surrounding property or immediate areas.

e. The owners agree and accept the fact that a County dedicable public water system is not now able to service the proposed additional lots without public water created by SUB 02-0149. Should the Council adopt a Unified Impact Fees Ordinance setting forth criteria for the imposition of exactions or the assessment of impact fees, conditions included herein shall be credited towards the requirements of the Unified Impact Fees Ordinance. This condition #5c is deleted
in its entirety since the intended meaning is covered by the next condition.

f. The owners agree and accept the fact that the County will not, at this time, bear the responsibility of supplying public water to the proposed or affected additional lot created by SUB 02-0149 not serviced by a County water system. No further subdivision of the lots created by SUB 02-0149 will be permitted unless county water system requirements and other requirement of Chapter 23, Subdivisions, are met.

Except for the revisions above, all other conditions set forth in Variance 1357 dated May 6, 2003 remain unchanged and in effect. As a point of clarification, the five lots that are the subject of this variance are being created from Lots 24 and 25 of SUB 7685-A. This variance applies to the 5 lots that are 25 acres or less and not to the bulk remainder of Lots 24 and 25. The bulk remainder lots are covered by the Settlement Agreement between the County and Continental Pacific. Any further subdivision of these bulk remainder lots will require compliance with the subdivision code or another variance.

One of the reasons for granting Variance 1357 was that the applicant proposed to pave 23,000 linear feet to significantly improve access to this area. We acknowledge that this work has been completed.

Sincerely,

[Signature]

CHRISTOPHER J. YUEN
Planning Director

xc: DPW-Engineering-Hilo
DWS-Manager
SUB 02-0149
Mr. Hank Correa