

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP ()

Tax Map Key Nos. (1) 2-3-018: 052-060, 074, 075, and 077
CPR No. _____; Unit No. _____

Total Pages: _____

**LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND
RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
THE PARK ON KE`EAUMOKU**

THIS INDENTURE, made this ____ day of _____, 20__, by and between **KEEAUMOKU DEVELOPMENT, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is 636 Laumaka Street, Honolulu, Hawaii 96819 ("Grantor"), and _____, whose address is _____ ("Grantee").

WITNESSETH:

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. \$10.00), and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee, as _____, the following described real property (the "Property"), and the reversions, remainders, rents, issues and profits thereof, and all of the estate, title and interest of Grantor, both at law and in equity, thereon and thereto;

The Property hereby conveyed comprises a portion of THE PARK ON KE`EAUMOKU condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of The Park on Ke`eaumoku, dated March 18, 2021, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Office") as Document No. T-11447231, and duly noted on Land Court Certificate of Title No. 1,174,991, and recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-77950540, as the same may be amended from time to time (the "Declaration"). The Project consists of those certain lands situate at Kewalo, Paaweuweu and Malookahana, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the improvements located

thereon, as more particularly described in and subject to the Declaration. The portion of the Project consisting of the Property hereby conveyed is more particularly described in said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject as aforesaid, and subject also to the Declaration, the Bylaws of the Association of Unit Owners of The Park on Ke`eaumoku, dated March 18, 2021, filed in said Office as Document No. T-11447232, and recorded at said Bureau as Document No. A-77950541, as the same may be amended from time to time (the "Bylaws"), and the covenants, conditions and restrictions in the Declaration and in the Bylaws contained, all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other condominium units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, and the Rules and Regulations of the Association of Unit Owners of The Park on Ke`eaumoku, as now or hereafter amended ("House Rules"), on Grantee's part to be observed and performed as and when required to do so, and will indemnify and hold and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions.

Grantee further acknowledges and agrees that Grantee has examined (or waived such examination), and has approved the following Project documents (and any and all amendments to said documents): the Declaration, Bylaws and the Project Condominium Map ("Condominium Map"), the House Rules, The Park on Ke`eaumoku Escrow Agreement and the public report issued for the Project by the Real Estate Commission of the State of Hawaii. In addition, Grantee hereby agrees and acknowledges that each of the acknowledgments and agreements made by Grantee in The Park on Ke`eaumoku Sales Contract, including all supplements, addenda and amendments thereto, covering the Property shall survive the recordation of this Deed.

Grantee hereby acknowledges and accepts those certain rights set forth in the Declaration and Bylaws as being reserved unto Grantor for the periods described therein and agrees and consents to Grantor's exercise of such reserved rights in connection with the Project. Grantee does hereby further consent to the recording of any and all documents necessary to effect Grantor's exercise of said reserved rights in said Office, including without limitation, any amendment or amendments to the Declaration, Bylaws, Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and will be considered automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage, or any other instrument of conveyance.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate,

heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, corporations, partnerships and companies, and their and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All other capitalized terms used herein shall have the meanings given to such terms in the Declaration, unless otherwise defined herein.

Grantor and Grantee agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

(The remainder of this page has been intentionally left blank.)

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

KEEAUMOKU DEVELOPMENT, LLC,
a Hawaii limited liability company

By SIRINAN LLC,
a Hawaii limited liability company
Its Manager

By _____
Nan Chul Shin
Its Member

"Grantor"

[Individual Grantee]

[Individual Grantee]

_____, _____
[Entity Grantee]

By _____
Name:
Title:

By _____
Name:
Title:

"Grantee"

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: LIMITED WARRANTY UNIT DEED,
ENCUMBRANCES, RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
THE PARK ON KE'EAUMOKU
Unit No. _____

Document Date: _____ or Undated at time of notarization

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

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

EXHIBIT "A"

-FIRST:-

Unit No. _____ (the "Unit") located in that certain condominium project known as "THE PARK ON KE`EAUMOKU" (the "Project"), as shown on Condominium Map No. 2500, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and on Condominium Map No. 6225, recorded at the Bureau of Conveyances of the State of Hawaii, as the same may be amended from time to time (collectively, "Condominium Map"), and described in that certain Declaration of Condominium Property Regime of The Park on Ke`eaumoku dated March 18, 2021, filed in said office as Document No. T-11447231, and recorded at said Bureau as Document No. A-77950540, as the same may be amended from time to time (the "Declaration").

TOGETHER WITH easements appurtenant to the Unit established by and described in the Declaration, including the following:

(A) The exclusive right to use those certain limited common elements of the Project which are described in the Declaration as being appurtenant to the Unit, including the parking stall(s) and one (1) assigned mailbox, as set forth in the Declaration.

(B) Nonexclusive easements in the common elements, including the limited common elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of, the Unit and the limited common elements appurtenant thereto; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided in the Declaration, and in the other units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Hawaii Revised Statutes, as amended.

-SECOND:-

An undivided _____% interest appurtenant to the Unit, in all common elements of the Project, as established for the Unit by the Declaration, or such other fractional or percentage interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Declaration, the Bylaws of the Association of Unit Owners of The Park on Ke`eaumoku, and the House Rules, each as may be amended from time to time, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the common elements, now or hereafter existing thereon; (ii) easements for access to the Unit and/or limited common element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or limited common element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; and (iii) easements necessary to complete improvements to the Project, for noise and dust, to conduct sales activities upon the Project, and to install and operate central telecommunication receiving and distribution systems and services, all as provided in the Declaration.

THE LANDS UPON WHICH THE PROJECT IS LOCATED ARE DESCRIBED AS FOLLOWS:

-ITEM I:-

-FIRST:-

All of that certain parcel of land situate at Kewalo, Paaweuweu and Malookahana, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 79-A-1, area 7,142 square feet, more or less, as shown on Map 19,
 78, area 8,190 square feet, more or less as shown on Map 11,
 79-B, area 61 square feet, more or less, as shown on Map 14,
 80-B, area 5,589 square feet, more or less, as shown on Map 14,
 80-A, area 6,717 square feet, more or less, as shown on Map 14,
 77, area 7,714 square feet, more or less, as shown on Map 11,
 24, area 26,995 square feet, more or less, as shown on Map 1,
 80-C, area 9,591 square feet, more or less, as shown on Map 14, and
 80-D, area 9,122 square feet, more or less, as shown on Map 14;

filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1515 of Edith Josephine Kapiolani Plews and Juliet Atwood Wichman.

Together with Easement "G" across Lot 77 in favor of Lot 80-A for sewer and waterline; and Easement "H" affecting Lot 79-A-1 in favor of Lot 78 for sewer and waterline; as set forth by Land Court Order No. 13086, filed August 10, 1954;

Lots 77, 78, 80-A, 80-C and 80-D shall have access to Liona Place across Lots 79-B and 80-B, as set forth by Land Court Order No. 13669, filed April 19, 1955.

-SECOND:-

All of those certain parcels of land (being portions of the land described in and covered by Royal Patent Grant Number 1290 to William Miller) situate, lying and being at Malookahana, Honolulu, City and County of Honolulu, State of Hawaii, being Remnants 1, 2, and 3, and thus bounded and described:

REMNANT 1

Beginning at the southeast corner of this parcel of land, being also the northwest corner of Lot 79-B, Map 14 of Land Court Application 1515, the coordinates of said point of beginning referred to a City and County Survey Street Monument at King and Keeaumoku Streets (said Street Monument is set on an offset of 65.00 feet from the new southerly side of King Street running easterly and on an offset of 40.00 feet from the easterly side of Keeaumoku Street running southerly) being 362.56 feet south and 27.81 feet east, and the coordinates of said Street Monument referred to Government Survey Triangulation Station "West Base" being 789.17 feet south and 1997.00 feet east, and running by azimuths measured clockwise from true South:

1. 119° 20' 46.16 feet along Lots 79-B and 79-A, Map 14. Land Court Application 1515;
2. 293° 59' 40" 45.75 feet along remainder of present Liona Place;
3. 21° 12' 4.30 feet along remainder of present Liona Place to the point of beginning, containing an area of 98 square feet, more or less.

REMNANT 2

Beginning at the southwest corner of this parcel of land, being also the northeast corner of Lot 79-B, Map 14 of Land Court Application 1515, the coordinates of said point of beginning referred to a City and County Survey Street Monument at King and Keeaumoku Streets (said Street Monument is set on an offset of 65.00 feet from the new southerly side of King Street running easterly and on an offset of 40.00 feet from the easterly side of Keeaumoku Street running southerly) being 362.56 feet south and 27.81 feet east, and the coordinates of said Street Monument referred to Government Survey Triangulation Station "WEST BASE" being 789.17 feet south and 1997.00 feet east, and running by azimuths measured clockwise from true South:

1. 201° 12' 4.30 feet along remainder of present Liona Place;
2. 293° 59' 40" 20.02 feet along remainder of present Liona Place;
3. 21° 12' 6.18 feet along remainder of present Liona Place;
4. 119° 20' 20.20 feet along Lot 80-B, Map 14, Land Court Application 1515. to the point of beginning, containing an area of 105 square feet, more or less.

REMNANT 3

Beginning at the south corner of this parcel of land, on the northerly boundary of Land Court Application 1282, the true azimuth and distance from the west corner of Land Court Application 1282 being 228° 55' 20.75 feet, and the coordinates of said point of beginning referred to a City and County Survey Street Monument at King and Keeaumoku Streets (said Street Monument is set on an offset of 65.00 feet from the new southerly side of King Street running easterly and on an offset 40.00 feet from the easterly side of Keeaumoku Street running southerly) being 407.91 feet south an 108.52 feet east, and the coordinates of said Street Monument referred to Government Survey Triangulation Station "WEST BASE" being 789.17 feet south and 1997.0 feet east and running by azimuths measured clockwise from true South:

1. 119° 20' 49.32 feet along Lot 80-C, Map 1, Land Court Application 1515;
2. 119° 20' 23.06 feet along Lot 80-B, Map 14 Land Court Application 1515;
3. 201° 12' 6.18 feet along remainder of present Liona Place;
4. 293° 59' 40" 78.37 feet along remainder of present Liona Place;
5. 48° 55' 14.23 feet along Land Court Application 1282 to the point of beginning, containing an area of 727 square feet, more or less.

-ITEM II:-

All of that certain parcel of land situate at Kewalo, Paaweuweu and Malookahana, City and County of Honolulu, State of Hawaii, described as follows:

- LOTS:
- 81, area 3,916 square feet, more or less, as shown on Map 15,
 - 82, area 16,222 square feet, more or less, as shown on Map 15,
 - 83, area 5,821 square feet, more or less, as shown on Map 15,
 - 84, area 21,633 square feet, more or less, as shown on Map 15,
 - 27-A, area 24,241 square feet, more or less, as shown on Map 18;

filed in the office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application

No. 1515 of the Edith Josephine Kapiolani Plews and Juliet Atwood Wichman;

Lot 83 will have access over Lot 81 to Keeaumoku Street, as set forth by Land Court Order No. 13718, filed May 6, 1955.

Being land(s) described in Transfer Certificate of Title No. 1,174,991 issued to KEEAUMOKU DEVELOPMENT LLC, a Hawaii limited liability company.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : CUZCO DEVELOPMENT U.S.A.,LLC, a Hawaii limited liability company

GRANTEE : KEEAUMOKU DEVELOPMENT LLC, a Hawaii limited liability company

DATED : April 2, 2019

FILED : Land Court Document No. T-10710136

RECORDED : Document No. A-70580640

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. -AS TO ITEM I:-

(A) (AS TO LOT 77)

DESIGNATION OF EASEMENT "G"

PURPOSE : sewer and water line rights

SHOWN : on Map 11, as set forth by Land Court Order No. 13086, filed August 10, 1954.

(B) (AS TO LOT 79-A-1)

DESIGNATION OF EASEMENT "H"

PURPOSE : sewer and water line rights

SHOWN : on Map 11, as set forth by Land Court Order No. 13086, filed August 10, 1954.

(C) (AS TO LOT 79-B AND 80-B)

Access Rights in favor of Lots 77, 78, 80-A, 80-C and 80-D, as set forth by Land Court Order No. 13669, filed April 19, 1955.

(D) (AS TO LOT 80-A)

DESIGNATION OF EASEMENT "J"

SHOWN : on Map 14, as set forth by Land Court Order No. 13669, filed

April 19, 1955.

(E) (AS TO PARCEL SECOND)

Rights of others who may have easement or access rights in the land described in Schedule C.

(F) The terms and provisions contained in the following:

INSTRUMENT : DEED
DATED : December 20, 2007
FILED : Land Court Document No. 3694408
RECORDED : Document No. 2007-219059

3. -AS TO ITEM II:-

(A) (AS TO LOTS 81 AND 84)

A lease of right of way in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, now known as Hawaiian Telcom, Inc., dated May 29, 1953, filed as Land Court Document No. 149826, for a term from May 29, 1953 and expiring June 29, 1991.

(B) (AS TO LOT 81 AND 83)

DESIGNATION OF EASEMENT "K"

SHOWN : on Map 15, as set forth by Land Court Order No. 13718, filed May 6, 1955.

(C) (AS TO LOT 81)

Access rights in favor of Lot 83, as set forth by Land Court Order No. 13718, filed May 6, 1955.

(D) The terms and provisions contained in the following:

INSTRUMENT : DEED
DATED : December 20, 2007
FILED : Land Court Document No. 3694409

4. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE
PERMIT UNDER SECTION 4.40-21 OF THE LAND USE
ORDINANCE (LUO)
DATED : April 15, 1992
FILED : Land Court Document No. 1921902
RECORDED : Document No. 92-095619

5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE

PERMIT UNDER SECTION 21-5.380 OF THE LAND USE
ORDINANCE (LUO)

DATED : December 14, 2009
FILED : Land Court Document No. 3928296
RECORDED : Document No. 2009-198030

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF
THE PARK ON KE`EAUMOKU

DATED : March 18, 2021
FILED : Land Court Document No. T-11447231
RECORDED : Document No. A-77950540

MAPS : 2500 filed in the Office of the Assistant Registrar of the Land Court,
and 6225 recorded in the Bureau of Conveyances, and any
amendment thereto

7. The terms and provisions in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF THE
PARK ON KE`EAUMOKU

DATED : March 18, 2021
FILED : Land Court Document No. T-11447232
RECORDED : Document No. A-77950541

8. AFFORDABLE HOUSING AGREEMENT / DECLARATION OF RESTRICTIVE
COVENANT with City

TOGETHER WITH those appliances and furnishings included with the Unit as described in The Park on
Ke`eaumoku Sales Contract, as may be amended, executed by and between Grantor and Grantee covering the Unit.

END OF EXHIBIT "A"