



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

February 07, 2017 8:01 AM  
Doc No(s) A-62470598



/s/ LESLIE T. KOBATA  
REGISTRAR

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B-32943859

Conveyance Tax: \$0.00

LAND COURT

REGULAR SYSTEM

Return By Mail  Pick-Up  To:

CARLSMITH BALL LLP  
ASB Tower, Suite 2100  
1001 Bishop Street  
Honolulu, Hawaii 96813

Attention: David W.K. Wong  
Telephone: (808) 523-2500

*Handwritten initials 'RS' and a circular stamp with 'FAM' inside.*  
5353340

(This document consists of 22 pages)

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED WITH COVENANTS  
[PARKING LOT PARCEL]

PARTIES TO DOCUMENT:

GRANTOR: 1250 OCEANSIDE, LLC, a Delaware limited liability company, whose mailing address is 5665 North Scottsdale Road, Suite 135, Scottsdale, Arizona 85250

GRANTEE: HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC., a Hawaii nonprofit corporation, whose mailing address is Post Office Box 247, Kealahou, Hawaii 96750-0247

TAX MAP KEY: (3) 8-1-034:027

## LIMITED WARRANTY DEED WITH COVENANTS

THIS LIMITED WARRANTY DEED WITH COVENANTS (this "Deed") is made effective January 19, 2017, by and between **1250 OCEANSIDE, LLC**, a Delaware limited liability company, whose mailing address is 5665 North Scottsdale Road, Suite 135, Scottsdale, Arizona 85250, hereinafter called the "Grantor," and **HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC.**, a Hawaii nonprofit corporation, whose mailing address is Post Office Box 247, Kealahou, Hawaii 96750-0247, hereinafter called the "Grantee."

### WITNESSETH:

That 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, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain real property described in **Exhibit A** attached hereto and made a part hereof (the "Property");

AND the rights, improvements, easements, privileges and appurtenances thereon and thereto, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, subject to the covenants, conditions, reservations, exceptions, and encumbrances set forth herein and in said **Exhibit A**.

RESERVING unto the Grantor, its affiliates, successors and assigns the following:

1. All of the rights of the Grantor (i) as successor (by conversion) to the Declarant under that certain Declaration of Covenants for Hokuli'a Community Services dated December 20, 1999, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. 99-200356, as amended by First Amendment to Declaration of Covenants for Hokuli'a Community Services recorded in the Bureau on July 12, 2007 as Document No. 2007-124761, and as further amended from time to time ("**Utility Declaration**"); and (ii) as successor (by conversion) to the Declarant under that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hokuli'a recorded in the Bureau as Document No. A-59460453, as may be further amended and supplemented from time to time ("**Declaration of CC&Rs**");

2. The right of entry and access for the Grantor and the Grantor's agents, affiliates, employees, consultants, contractors, invitees, customers and guests over, across and through the Property for any purposes relating to the Grantor's development, marketing and operation of the Hokuli'a development project;

3. The right to locate, relocate or require the Grantee to grant, designate, or establish in, on, over, under, across and through the Property and record in the Bureau any non-exclusive easements, non-exclusive licenses or other non-exclusive property interests or non-exclusive rights, in favor of the Grantor or other third parties, that the Grantor may now or hereafter deem

necessary for the construction, drilling, installation, connection, operation, testing, maintenance, repair, replacement, improvement, modification, expansion, dedication, location, relocation or reconfiguration on or adjacent to the Property of all existing and new infrastructure and related landscaping, including but not limited to, signage, monuments and locational plaques, seepage pits, dry or injection wells, drainage improvements, culverts, monitoring wells, above-ground low profile structures, such as transformers, lift stations, pumps, etc., underground lines, conduit and other transmission, distribution, discharge or collection facilities, systems and appurtenances for electricity, gas, telephone, television, internet, potable or nonpotable water, sewage, effluent, drainage and any other service or utility, landscaping, burial sites, walls and facilities for public use, including but not limited to parking lots, a shoreline park, restroom facilities, outdoor shower(s), information kiosks, picnic tables, pavilions, trails, related facilities for public use, and other improvements deemed necessary by the Grantor for educational, cultural, historic preservation and public recreational purposes and for development and operation of the Hokuli'a development project and roads and road related improvements, including but not limited to paving, striping, curbing, road shoulders, landscaping, entryways, privacy gates, trail crossings and access ways and access points to Historic Sites (as defined in paragraph 5 below) and to State of Hawaii owned lands abutting the Property; all upon such terms and conditions as are approved in advance by the Grantee in its reasonable discretion;

4. The right to design, construct, drill, install, connect, connect to, operate, test, maintain, repair, replace, improve, modify, expand, dedicate, locate, relocate and reconfigure on the Property all existing and new infrastructure and related landscaping, whether owned by the Grantor, the Grantee or third parties (such as but not limited to Hokuli'a Community Association, Inc. and Hokuli'a Community Services, Inc.), including but not limited to, signage, monuments and locational plaques, seepage pits, dry or injection wells, drainage improvements, culverts, monitoring wells, above ground low profile structures, such as transformers, lift stations, pumps, etc., underground lines and other transmission, distribution, discharge or collection facilities, systems and appurtenances for electricity, gas, telephone, television, internet, potable or nonpotable water, sewage, effluent, drainage and any other service or utility, and roads and road-related improvements, including but not limited to, paving, striping, curbing, road shoulders, trail crossings and access ways and access points to Historic Sites (as defined in paragraph 5 below), and State of Hawaii owned lands abutting the Property, as the Grantor may determine in its sole discretion are necessary for development and operation of the Hokuli'a development project or as may be required by governmental agencies;

5. The right to grant, designate or relocate on and over the Property and record in the Bureau any non-exclusive access rights, licenses, easements, covenants, historical site designations or declarations or other rights or property interests that the Grantor may now or hereafter deem necessary for the designation, identification, interpretation, protection, mitigation, restoration, construction, reconstruction, preservation or maintenance of historic, cultural or burial sites, trails, walls and lava tubes (collectively, "Historic Sites") located on, within or adjacent to the Property; together with the right of the Grantor and its agents, employees, consultants and contractors to enter upon the Property following reasonable advance notice to the Grantee for purposes of (i) conducting archaeological surveys, monitoring, sweeps, investigations, mapping, testing, data recovery, or data salvage, (ii) the designation, identification, interpretation, protection, mitigation, restoration, construction, reconstruction,

preservation or maintenance of Historic Sites located on, within or adjacent to the Property or the construction of signage, interpretive, protective or other mitigation measures related to such Historic Sites, or (iii) the interment or reinterment of burial remains within lava tubes or other cultural or burial sites as may be approved by the State Historic Preservation Division of the Hawaii Department of Land and Natural Resources; provided, however, that such easements and other rights shall be consistent with Hawaii law, shall only affect such portions of the Property as the Grantor deems necessary for such purpose and shall be on such terms, conditions, and restrictions that the Grantee may reasonably impose;

6. The right to divert or discharge water, storm water or runoff into any drainage ways, seepage pits, dry wells or FEMA flood channels located on the Property in accordance with any applicable drainage plan or report approved or that may be approved by the State of Hawaii or by the County of Hawaii, as applicable, from time to time;

7. The right to establish, locate, relocate, develop, construct, improve, repair and maintain over, on and through the portions of the Property, any pathways, roadways and related improvements, signage and landscaping used, to be used, or designated pursuant to law or by Grantor for access to kuleana lots within the Property or within State of Hawaii owned land abutting the Property (collectively, "Kuleana Access Improvements"), and to grant or cause Grantee to grant to the applicable kuleana owners any non-exclusive easements, non-exclusive licenses or other non-exclusive property interests or non-exclusive rights with respect thereto or for utility purposes, all on such terms, conditions, and restrictions that the Grantee may reasonably impose, including without limitation, to the extent permitted by law, the requirement that the owner of the kuleana lot shall be responsible for maintenance and repair of the Kuleana Access Improvements and the requirement that any utilities be installed underground;

8. The right to clear portions of the Property of trees and vegetation and to plant new or relocate existing trees and vegetation, subject to obtaining all necessary governmental approvals;

9. The right to design, construct, install, connect to, operate, test, maintain, repair, replace, improve, modify, expand, relocate and reconfigure on the Property infrastructure, improvements and structures to be used for educational, interpretive, cultural, historic preservation and public recreational, agricultural and/or aquacultural purposes, as well as shoreline park improvements, including but not limited to landscaping, buffer and other walls, fences, parking lots, restroom facilities, outdoor shower(s), information kiosks, signage, picnic tables, pavilions, hales, trails, and related facilities for public use, as well as utilities infrastructure and roadways to serve such improvements, pursuant to plans or permits approved by State of Hawaii or County of Hawaii governmental agencies to address any educational, cultural and/or historic preservation or recreational matters as the Grantor may determine in its sole discretion are necessary or appropriate for the Hokuli'a development project;

10. The right of the Grantor and its affiliates, agents, employees, consultants and contractors to enter upon the Property for or in connection with any of purposes described in the preceding paragraphs (1) through (4) and (6) through (9) above, including temporary staging, storage and stockpiling relating to any construction activities; and

11. The right, but not the obligation, to include the Property in (i) the Grantor's petition to the State of Hawaii Land Use Commission to amend the district boundary to amend the State Land Use district boundaries for the Hokuli'a development project from the State Land Use ("SLU") Agricultural District to the SLU Rural and/or Urban and Conservation Districts (the "Petition"), and (ii) the Grantor's application for County of Hawaii or other permit or approval applications, including without limitation applications for an SMA Minor Permit, County Plan Approval, Grading Permit, Construction Plan and Building Permit, related to the Grantor's construction of improvements within, on or under the Property (collectively, "County Permits"). The Grantee agrees not to oppose or contest the Petition or applications for County Permits, and shall cooperate with the Grantor by executing all documents necessary to accomplish said reclassification, and/or obtain said County Permits, including but not limited to a Fee Owner's Authorization. The reservations and agreements in this paragraph 11 are subject to the following conditions:

(a) If and to the extent that the Property is included in the Petition and becomes subject to the LUC's Decision and Order approving the Petition ("D&O"), Grantor shall be responsible for the cost of complying with (i) any material condition or requirement under applicable law that directly results from the D&O, including, without limitation, any requirement that the Property be re-zoned; and (ii) any other financial obligation, requirement or impact relating to the Property directly resulting from the D&O;

(b) The Grantor shall be solely responsible for all costs and expenses relating to or arising from the preparation and processing of the Petition or the LUC's approval of the Petition, including without limitation, Grantee's reasonable attorneys' fees and costs relating to the Petition, and any other fees or costs imposed by the LUC or other governmental agency;

(c) The Grantor shall be solely responsible for all costs and expenses relating to or arising from the Grantor's preparation and processing of the County Permits, including without limitation, any permit or approval application fees and any other fees or costs imposed by Hawaii County or other governmental agency, but excluding Grantee's attorneys' fees and costs;

(d) The Grantor shall be responsible for the cost of complying with all material conditions or requirements of the County Permits, including the payment of any financial obligations or impact fees, imposed by the County Permits with respect to the initial construction of the improvements authorized by the County Permits. Once the initial improvements have been constructed, Grantee shall be responsible for the costs and expenses of ownership, operations and maintenance of the improvements pursuant to paragraph 2 below; and

(e) The Grantor shall have the right in its sole discretion to withdraw or exclude the Property or any portion thereof from the Petition or to withdraw or modify any permit or approval applications at any time.

AND THE GRANTOR covenants with the Grantee that the exercise of any of the foregoing reserved rights shall be at the Grantor's sole cost and expense and shall comply with any applicable law, rule, regulation, order or other authority (including without limitation any

permits or plans, such as preservation plans, and all conditions of approval of such permits and plans) and that in exercising the foregoing reserved rights:

(a) the Grantor and the Grantor's affiliates, agents, employees, consultants, contractors, licensees or other rights holders, grantees or assigns, invitees and guests will use commercially reasonable efforts to not disturb, impair or interfere with the Grantee's normal use of the Property;

(b) any improvements or facilities temporarily or permanently installed or constructed on the Property shall not materially interfere with the intended use of the Property or the use of any structures or facilities located on the Property;

(c) the Grantor shall promptly repair any damage to the Property resulting from the exercise of such rights and restore the affected Property to its predisturbance condition, except for modifications made by the Grantor for development or historic preservation purposes;

(d) the Grantor shall deliver to the Grantee as-built drawings of all facilities and improvements installed on the Property;

(e) the Grantor shall give the Grantee reasonable advance notice before performing any work on the Property;

(f) the Grantor shall keep the Property free from any lien, charge or encumbrance, and should any such lien, charge or encumbrance or notice thereof be recorded against or attach to the Property or any part thereof, or any interest therein, on account of any action or omission by the Grantor, its affiliates, agents, employees, consultants or contractors, then the Grantor shall immediately pay off the same and cause the same to be satisfied and discharged of record;

(g) the Grantor shall, at all times during which any work is being performed on the Property, at its sole expense, effect and maintain a policy or policies of general liability insurance coverage and such other coverages as are customarily maintained by the Grantor, naming the Grantee as additional insured, which insurance shall be on such commercially reasonable terms and for such reasonable amounts as may be required by the Grantee, and the Grantor shall provide the Grantee with copies of the policy or policies of such insurance, or certificates therefor, prior to the Grantor's entry onto the Property; and

(h) the rights reserved in paragraphs 2 through 11 above shall automatically terminate when all sales and development activity by the Grantor, its affiliates or successor developer for all lots within the Hokuli'a development project has been completed. Upon the termination of such reserved rights, and upon request by the Grantee, the Grantor agrees to execute and deliver a Termination of Deed Reservations or other instrument as may be necessary to terminate and release such reserved rights from title to the Property for recordation in the Bureau

AND THE GRANTOR does hereby covenant and agree with the Grantee that in exercising any of the foregoing reserved rights, the Grantor assumes all risks associated with its use of the Property, including without limitation, the risk of property damage, bodily injury or death; the Grantor shall exercise due care for public and private safety; and the Grantor shall

defend, indemnify and hold harmless the Grantee from and against any and all costs, expenses, claims and liabilities whatsoever, including reasonable attorney's fees and costs, arising out of or in connection with the presence or activities of the Grantor, its affiliates, agents, employees, consultants and contractors on the Property, including without limitation, any and all claims for loss or damage, including property damage, bodily injury or wrongful death.

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

AND THE GRANTOR does hereby covenant and agree with the Grantee that the Grantor is lawfully seized in fee simple of the real property described in said **Exhibit A** and has good right and title to sell and convey the same as aforesaid; that the same is free and clear of all encumbrances made or suffered by the Grantor except as described in said **Exhibit A**; and 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 except for real property taxes for the current year which are not yet required to be paid.

AND the Grantor and the Grantee do hereby make the following covenants and agreements, which covenants and agreements shall be covenants running with the Property, and be binding upon the Grantor, the Grantee and their affiliates, successors and assigns, as applicable:

1. Cooperation with Exercise of Reserved Rights. In the event that the Grantor exercises any of the rights hereinabove reserved unto the Grantor, the Grantee agrees to cooperate fully with the Grantor's exercise of such rights by, promptly upon the Grantor's request, executing such documents or other instruments and taking such other actions as may be necessary or convenient to further the Grantor's exercise of such rights; provided, however, that the form and content of any instrument or other documents granting easements or other rights or property interests in or to the Property shall be subject to the prior approval of the Grantee in its reasonable discretion.

2. Maintenance of Infrastructure, Improvements and Structures. Grantor shall be responsible for the initial implementation or modification of the infrastructure, improvements and/or structures described in Paragraphs (4), (7) and (9) above and for the initial implementation of preservation measures for the Historic Sites that are located on the Property. After the Grantor completes or modifies the infrastructure, improvements, structures and/or preservation measures described in Paragraphs (4), (7) and (9) above, the Grantee shall be responsible for the costs and expenses of ownership, operations and maintenance of said infrastructure, improvements, structures and/or Historic Sites. Grantor agrees to assign to Grantee any and all guarantees or warranties which may be provided by any manufacturer or contractor relating to the infrastructure, improvements or structures that Grantee is required to maintain, and further agrees to reasonably cooperate with the Grantee in enforcing such guarantees or warranties for the Grantee's benefit.

3. Maintenance of Cleared Portions of the Property. In the event that the Grantor clears portions of the Property as described in Paragraph 8 above, the Grantee shall be responsible for maintaining said areas cleared of trees and vegetation as may be necessary from

time to time to prevent the obstruction of ocean views from other lots at Hlokuli'a.

4. Right to Perform. If Grantee fails to perform its operation and maintenance obligations in the preceding paragraphs 2. and 3., the Grantor shall have the right, but not the obligation, to cause such operation and maintenance to be performed at the expense of the Grantee.

5. Resolution of Disputes through Arbitration.

a. Each and every dispute, claim or other matter of disagreement ("**Dispute**") concerning the rights, obligations or remedies of the Grantor and the Grantee or their members under this Deed shall only be decided by mediation, and if necessary, arbitration with Dispute Prevention & Resolution, Inc. ("**DPRI**") or such other dispute resolution agency as the parties may mutually select. In the event there is any such Dispute, the Dispute resolution procedure described herein shall be the sole remedy available to the parties involved and any such Dispute shall be resolved in accordance with the terms which follow.

b. Within ten (10) days after the receipt of notice of a Dispute by one party from the other, the parties shall attempt in good faith to negotiate for a period of thirty (30) days in an effort to resolve the Dispute. If the parties are unable to resolve the Dispute within such thirty-day period, they shall retain a mutually acceptable mediator to assist them in resolving the dispute within ten (10) additional days, failing which they shall each retain a mediator within ten (10) additional days and the two (2) mediators thus chosen shall together act as the mediator for the purpose of this paragraph. If either party shall fail to appoint a mediator as required hereunder, the mediator appointed by the other party shall be the sole mediator. Within thirty (30) days after the mediators (or such single mediator) have been retained, the mediators (or such single mediator) shall, on a non-binding basis, advise the parties in writing of their views. The fees and expenses of the mediators (or such single mediator) shall be borne equally. If the parties are still unable to resolve the Dispute within such thirty-day period, the parties shall resort to the arbitration procedures set forth below.

c. Either party that desires to submit any issue or Dispute to arbitration shall promptly so notify the other party in writing. Disputes involving \$25,000 or less shall be heard by a single arbitrator. Disputes involving more than \$25,000 or non-monetary issues shall be heard by a panel of three (3) arbitrators. The arbitrator(s) shall be selected and the arbitration shall be conducted in accordance with the commercial arbitration rules of DPRI then in effect. The decision of a majority of such arbitrators shall be final, conclusive and binding on the parties hereto. All proper costs and expenses of such arbitration including, without limitation, witness fees, attorney's fees and the fees of the arbitrators shall be charged to the party or parties in such amounts as the majority of the arbitrators shall determine at the time of the award. In the event of the failure, inability or refusal of any arbitrator to act, DPRI shall appoint a replacement arbitrator. An award so rendered shall be binding in all aspects and shall be subject to the provisions of Chapter 658A, Hawaii Revised Statutes, as the same may be amended from time to time, except that the Grantor and the Grantee agree to waive the provisions of: Hawaii Revised Statutes §§ 658A-15, 17(c), 17(d), 17(e), 17(f), 17(g), 19, 20, 21(a), 21(b), 21(c), 21(d) and 25(c).



d. In the resolution of any Dispute or controversy as set forth in this paragraph, each party hereby irrevocably waives any right and claim to exemplary or punitive damages in any jurisdiction. Further, the Grantor and the Grantee agree to indemnify, defend and hold the other harmless from and against any and all damage occurring as a result of the resolution of any such Dispute other than by arbitration. The Grantor and the Grantee agree that any arbitration proceedings under this Section 3 will be submitted to arbitration in the County of Hawaii, State of Hawaii.

6. Indemnification. The Grantee shall, and agrees to, fully indemnify, defend and hold harmless the Grantor, its managers, directors, officers, employees, attorneys, owners, successors, heirs, assignees, and agents from any and all claims, liabilities, demands, expenses, taxes, or assessments of any nature or kind, express or implied, whether known or unknown, existing or contingent, which arise (a) from the Grantor's possession, operation and/or maintenance of the Property and/or the infrastructure improvements located thereon or thereunder prior to the Grantor's conveyance of the same to the Grantee, and (b) after the Grantor's conveyance of the Property and the infrastructure improvements located thereon or thereunder to the Grantee, with the exception of any claims, liabilities, demands, expenses, taxes or assessments arising solely from the Grantor's actions or inactions prior to said conveyance, that may be asserted against the Grantor, its managers, directors, officers, employees, attorneys, owners, successors, heirs, assignees, and agents, by any person, firm, corporation, governmental agency, or taxing authority.

IT IS AGREED that the terms the "Grantor" and the "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural numbers, individuals, associations, trustees, corporations, partnerships or limited liability companies, and each of their respective successors in trust, successors in interest, heirs, executors, personal representatives, administrators and assigns, according to the context thereof. If any provision of this Deed or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions of this Deed, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

The parties hereto 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 agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including without limitation, recordation, filing and delivery of this 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 IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.

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

**GRANTOR:**

**1250 OCEANSIDE, LLC,**  
a Delaware limited liability company

By Sun Kona Finance I, LLC, its sole member

By  \_\_\_\_\_  
DUANE GRIMSMAN,  
Senior Vice President

**GRANTEE:**

**HOKULI'A PARK AND CULTURAL  
SITES ASSOCIATION, INC.,**  
a Hawaii nonprofit corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

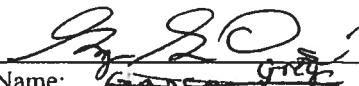
**GRANTOR:**

**1250 OCEANSIDE, LLC**, a Delaware limited liability company

By \_\_\_\_\_  
DUANE GRIMSMAN,  
Senior Vice President

**GRANTEE:**

**HOKULI'A PARK AND CULTURAL  
SITES ASSOCIATION, INC.**,  
a Hawaii nonprofit corporation

By   
Name: Greg Ogden  
Its: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

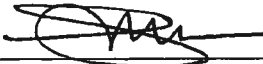
State of California

County of Placer

On 12/21/2016, before me, Eric Jay Bose, Notary Public, personally appeared Diane Grinsman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII )

On this 19 day of January, 2017, before me personally appeared Carmy Lynn, personally known/proved to me on the basis of satisfactory evidence, 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.

Emily Gardner  
Name: Emily Gardner  
Notary Public, State of Hawaii  
My commission expires: 05/05/2017

(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	<u>Limited Warranty Deed with Covenants</u>
Document Date:	_____
No. of Pages:	<u>12</u>
Jurisdiction (in which notarial act is performed):	<u>3</u>
Signature of Notary	<u>Emily Gardner</u> <u>01/19/2017</u>
Printed Name of Notary	Date of Notarization and Certification Statement

(Notary Stamp or Seal)

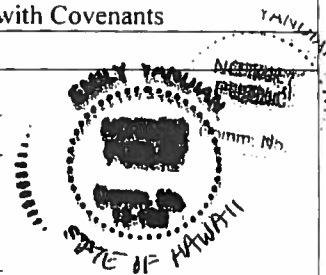


Exhibit A  
**LEGAL DESCRIPTION**

Real property in the County of Hawaii, State of Hawaii, described as follows:

ITEM I:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE AT HOKUKANO 1ST & 2ND, DISTRICT OF NORTH KONA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, BEING LOT B, AREA 1.494 ACRES, MORE OR LESS, OF THE "HOKULI'A PHASE 2 AMENDMENT 6" SUBDIVISION, AND MORE PARTICULARLY DESCRIBED IN AFFIDAVIT OF ROBERT W. CUNNINGHAM RECORDED MAY 14, 2012 AS REGULAR SYSTEM DOCUMENT NO. A-45170952 OF OFFICIAL RECORDS.

ITEM II:

PARCEL ONE:

ROADWAY EASEMENTS FOR ACCESS PURPOSES, AS SET FORTH IN THAT CERTAIN DECLARATION OF ACCESS EASEMENT RECORDED DECEMBER 20, 1999 AS REGULAR SYSTEM DOCUMENT NO. 99-200358 OF OFFICIAL RECORDS, AS AMENDED BY INSTRUMENT RECORDED JANUARY 22, 2002 AS REGULAR SYSTEM DOCUMENT NO. 2002-010557 OF OFFICIAL RECORDS, AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 28, 2007 AS REGULAR SYSTEM DOCUMENT NO. 2007-173415 OF OFFICIAL RECORDS, AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 21, 2012 AS REGULAR SYSTEM DOCUMENT NO. A-46471203 OF OFFICIAL RECORDS, AND FURTHER AMENDED BY INSTRUMENT RECORDED SEPTEMBER 21, 2012 AS REGULAR SYSTEM DOCUMENT NO. A-46471204 OF OFFICIAL RECORDS, PROVIDED, HOWEVER, THAT UPON THE DEDICATION OF ANY OF THE ROADWAY LOTS, OR ANY PORTION THEREOF, TO THE STATE OF HAWAII, COUNTY OF HAWAII AND/OR ANY OTHER GOVERNMENTAL ENTITY, THE ACCESS EASEMENTS OVER THE ROADWAY LOTS SO DEDICATED SHALL AUTOMATICALLY TERMINATE.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENTS "SST-1" AND "R-2", AS GRANTED BY INSTRUMENT RECORDED OCTOBER 18, 2007 AS DOCUMENT NO. 2007-184795, OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENTS "SST-3" AND "R-10", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770042 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENTS "R-1" AND "SST-2", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770043 OF OFFICIAL RECORDS, AS THE SAME

MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENTS "R-3" AND "SST-5", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770044 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR UTILITY, ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENTS "SST-6" AND "SST-7", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770045 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENT "R-4", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770046 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL EIGHT:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENT "R-5", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770047 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL NINE:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENT "R-6", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770048 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL TEN:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENT "R-7", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770049 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL ELEVEN:

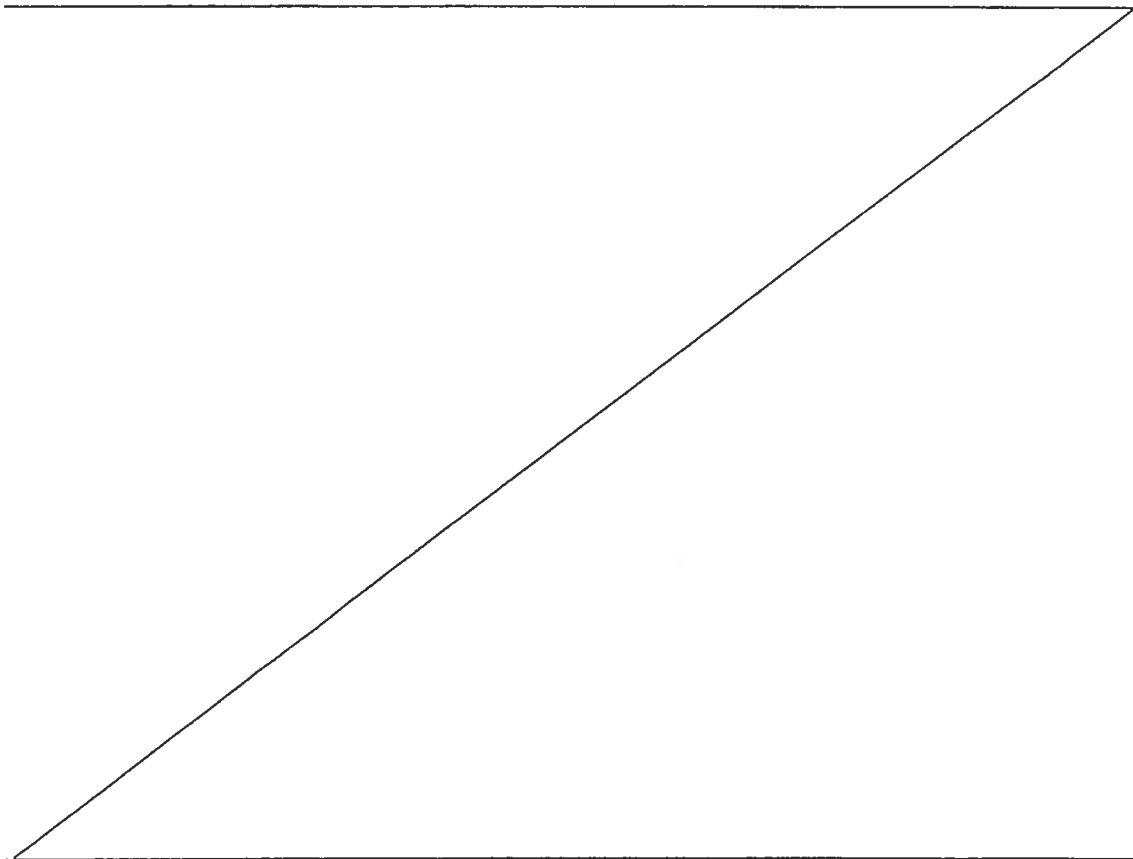
A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS EASEMENT "R-8", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS REGULAR SYSTEM DOCUMENT NO. A-52770050 OF OFFICIAL RECORDS, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

PARCEL TWELVE:

A NON-EXCLUSIVE EASEMENT FOR ROADWAY AND UTILITY PURPOSES OVER, UNDER AND

ACROSS EASEMENT "R-9", AS GRANTED BY INSTRUMENT RECORDED JUNE 13, 2014 AS  
REGULAR SYSTEM DOCUMENT NO. A-52770051 OF OFFICIAL RECORDS, AS THE SAME MAY BE  
AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

TMK(S): (3) 8-1-034-027-0000



**SUBJECT, HOWEVER,** to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. The terms and provisions contained in the AGREEMENT recorded September 30, 1982 in Book 16615, Page 49 of Official Records.
3. The terms and provisions contained in the SURPLUS WATER AGREEMENT recorded February 13, 1989 in Book 22854, Page 119 of Official Records.



4. COVENANT CONCERNING FLOOD PLAIN recorded February 13, 1990 as Regular System Document No. 90-020861 of Official Records.
5. The terms and provisions contained in the AGREEMENT FOR ASSIGNMENT OF RIGHTS TO WATER COMMITMENT UNITS KEALAKEKUA WATER SOURCE AGREEMENT recorded July 3, 1990 as Regular System Document No. 90-100622 of Official Records.

CONSENT from the Water Commission of the County of Hawaii recorded July 3, 1990 as Regular System Document No. 90-100623 of Official Records.

6. The terms and provisions contained in the DECLARATION CONCERNING FLOOD PLAIN AND COASTAL FLOOD HAZARD AREA recorded October 11, 1991 as Regular System Document No. 91-139010 of Official Records.
7. The terms and provisions contained in the GRANT OF ACCESS AND UTILITIES EASEMENTS recorded October 11, 1991 as Regular System Document No. 91-139015 of Official Records.
8. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the DECLARATION OF ACCESS EASEMENT recorded December 20, 1999 as Regular System Document No. 99-200358 of Official Records.

AMENDMENT OF AND SUPPLEMENTAL DECLARATION TO DECLARATION OF ACCESS EASEMENT (PHASE 2) recorded January 22, 2002 as Regular System Document No. 2002-010557 of Official Records.

SECOND AMENDMENT TO DECLARATION OF ACCESS EASEMENT recorded September 28, 2007 as Regular System Document No. 2007-173415 of Official Records.

AMENDED AND RESTATED SECOND AMENDMENT TO DECLARATION OF ACCESS EASEMENT recorded September 21, 2012 as Document No. A-46471203 of Official Records.

THIRD AMENDMENT TO DECLARATION OF ACCESS EASEMENT recorded September 21, 2012 as Document No. A-46471204 of Official Records.

9. The terms and provisions contained in the DECLARATION OF RESTRICTIVE COVENANT recorded November 20, 2000 as Regular System Document No. 2000-162964 of Official Records.
10. The terms and provisions contained in the DEVELOPMENT AGREEMENT recorded April 30, 1998 as Regular System Document No. 98-060529 of Official Records.
11. The terms and provisions contained in the DECLARATION OF RESTRICTIVE COVENANT recorded September 20, 1999 as Regular System Document No. 99-151765 of Official Records.
12. The terms and provisions contained in the DECLARATION OF COVENANTS FOR HOKULI'A COMMUNITY SERVICES recorded December 20, 1999 as Regular System Document No. 99-200356 of Official Records.

FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR HOKULI'A COMMUNITY SERVICES recorded July 12, 2007 as Regular System Document No. 2007-124761 of Official Records.

13. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULIA recorded December 5, 2006 as Regular System Document No. 2006-222401 of Official Records.

The foregoing replaces and restates in its entirety that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULI'A recorded December 20, 1999 as Regular System Document No. 99-200357 of Official Records, as supplemented and amended.

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULI'A recorded July 12, 2007 as Regular System Document No. 2007-124762 of Official Records.

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULI'A recorded December 10, 2009 as Regular System Document No. 2009-187994 of Official Records.

TERMINATION OF CLASS "B" MEMBERSHIP AND CLASS "B" CONTROL PERIOD IN HOKULI'A COMMUNITY ASSOCIATION, INC. recorded April 9, 2012 as Regular System Document No. A-44820604 of Official Records.

THIRD AMENDMENT OF AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULI'A recorded June 20, 2012 as Regular System Document No. A-45540284 of Official Records.

TERMINATION OF CLASS "B" MEMBERSHIP AND CLASS "B" CONTROL PERIOD IN HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC. recorded November 29, 2012 as Document No. A-47160615 of Official Records.

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOKULI'A recorded April 12, 2016 as Regular System Document No. A-59460453 of Official Records.

14. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the AMENDED AND RESTATED BY-LAWS OF HOKULI'A COMMUNITY ASSOCIATION, INC., attached to instrument recorded December 5, 2006 as Regular System Document No. 2006-222401 of Official Records.

The foregoing replaces and restates in its entirety that certain BY-LAWS OF HOKULI'A COMMUNITY ASSOCIATION, INC., attached to instrument recorded December 20, 1999

as Regular System Document No. 99-200357 of Official Records, as amended and restated.

AMENDMENT TO AMENDED AND RESTATED BY-LAWS OF HOKULI'A COMMUNITY ASSOCIATION, INC. recorded December 10, 2009 as Regular System Document No. 2009-187995 of Official Records.

TERMINATION OF CLASS "B" MEMBERSHIP AND CLASS "B" CONTROL PERIOD IN HOKULI'A COMMUNITY ASSOCIATION, INC. recorded April 9, 2012 as Regular System Document No. A-44820604 of Official Records.

SECOND AMENDED AND RESTATED BY-LAWS OF HOKULI'A COMMUNITY ASSOCIATION, INC. recorded April 12, 2016 as Regular System Document No. A-59460453 of Official Records.

15. BY-LAWS OF HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC., attached to instrument recorded December 5, 2006 as Regular System Document No. 2006-222401 of Official Records.

AMENDMENT TO BY-LAWS OF HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC. recorded March 22, 2010 as Regular System Document No. 2010-038661 of Official Records.

SECOND AMENDMENT TO BY-LAWS OF HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC. recorded November 29, 2012 as Regular System Document No. A-47160614 of Official Records.

SECOND AMENDED AND RESTATED BY-LAWS OF HOKULI'A PARK AND CULTURAL SITES ASSOCIATION, INC. recorded April 12, 2016 as Regular System Document No. A-59460453 of Official Records.

16. The terms and provisions contained in the FIRST SUPPLEMENTAL WELL SITE DEVELOPMENT AGREEMENT recorded September 25, 2007 as Regular System Document No. 2007-170399 of Official Records.
17. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT recorded October 18, 2007 as Regular System Document No. 2007-184795 of Official Records.
18. The terms and provisions contained in the WELL SITE DEVELOPMENT AGREEMENT recorded November 14, 2007 as Regular System Document No. 2007-199314 of Official Records.
19. The effect, in any, of the MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL PARK SERVICE, UNITED STATES DEPARTMENT OF THE INTERIOR, STATE OF HAWAII, AND THE COUNTY OF HAWAII FOR IMPLEMENTATION, MANAGEMENT, PROTECTION AND PUBLIC USE OF ALA KAHAKAI NATIONAL HISTORIC TRAIL recorded March 2, 2010 as Regular System Document No. 2010-028079 of Official Records.
20. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-1 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770022 of Official Records.
21. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-2 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770023 of Official Records.

22. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-3 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770024 of Official Records.
23. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-4 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770025 of Official Records.
24. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-5 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770026 of Official Records.
25. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-6 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770027 of Official Records.
26. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement U-7 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770028 of Official Records.
27. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-8 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770029 of Official Records.
28. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-10 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770030 of Official Records.
29. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-14 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770031 of Official Records.
30. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-15 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770032 of Official Records.
31. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-16 (Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770033 of Official Records.
32. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement P-1 AND P-2 (Pedestrian Pathway Purposes) recorded June 13, 2014 as Regular System Document No. A-52770034 of Official Records.
33. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-13 (Golf Cartpath and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770041 of Official Records.
34. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-3 AND R-10 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770042 of Official Records.

35. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-1 AND SST-2 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770043 of Official Records.
36. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-3 AND SST-5 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770044 of Official Records.
37. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-6 AND SST-7 (Utility and Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770045 of Official Records.
38. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-4 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770046 of Official Records.
39. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-5 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770047 of Official Records.
40. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-6 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770048 of Official Records.
41. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-7 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770049 of Official Records.
42. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-8 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770050 of Official Records.
43. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement R-9 (Roadway and Utility Purposes) recorded June 13, 2014 as Regular System Document No. A-52770051 of Official Records.
44. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-12 (Drainage Purposes) recorded June 13, 2014 as Regular System Document No. A-52770052 of Official Records.
45. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-17 (Drainage Purposes) recorded June 13, 2014 as Regular System Document No. A-52770053 of Official Records.
46. The terms and provisions contained in the GRANT OF NON-EXCLUSIVE EASEMENT, for Easement SST-18 (Drainage Purposes) recorded June 13, 2014 as Regular System Document No. A-52770054 of Official Records.
47. Rights or claims, if any, of persons or entities, including the public, to the Land or any portion thereof for the use of trails, roadways or other rights of way.

48. All customary and traditional rights, of native Hawaiians as provided for by law, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.
49. Any matters, claims or rights related to archeological sites and/or burial sites.
50. Any matters, claims or rights related to the Old government trail.
51. Unlocated Land Commission Awards and Royal Patent Grant, as shown on File Plan Nos. 2263, 2290, 2306 and 2307, and as shown on Tax Map.
52. Any lien or claim of lien for unpaid assessments in favor of Hokuli'a Community Services, Inc.
53. Any lien or claim of lien for unpaid assessments in favor of Hokuli'a Community Association, Inc.
54. Any lien or claim of lien for unpaid assessments in favor of Hokuli'a Park and Cultural Sites Association, Inc.
55. Any and all leases, subleases and/or tenancy agreements made by Grantee, the rights thereunder and encumbrances thereto.