

L-361 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

SEP 28. 1994 11:09 AM

Doc No(s) 2183687

on Cert(s) 439.430

Issuance of Cert(s) 445.150

/s/ S. FURUKAWA
ASSISTANT REGISTRAR

CONVEYANCE TAX: \$0.00

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICKUP (x)

McCorrison Miho Miller Mukai
Attention: D. Scott MacKinnon
Five Waterfront Plaza, Suite 400
500 Ala Moana Boulevard
Honolulu, Hawaii 96813
Tel. No. 529-7300

TMK: (2) 5-1-007-051
Kaluakoi and Iloili, Island of
Molokai, County of Maui, State
of Hawaii

DEED

THIS DEED, made as of the 3rd day of August,
1994, by TAKASHI YOSHIOKA, EDWIN KOBASHIGAWA, BEN R. NEELEY,
V. THOMAS RICE, and RONALD T. HEDANI, Statutory Trustees for
the creditors and members of the PAPOHAKU HOMEOWNERS'
ASSOCIATION as appointed by the Director of Commerce and
Consumer Affairs of the State of Hawaii in the Certificate
of Involuntary Dissolution dated and effective on November

Witnessed

15, 1993, having all powers provided by law under Section 415B-98 of the Hawaii Revised Statutes, as amended, including full power to settle the affairs of the PAPOHAKU HOMEOWNERS' ASSOCIATION, whose address is in care of Mr. Hideyuki Takahashi, 700 Bishop Street, Suite 225, Honolulu, Hawaii 96813, hereinafter collectively called the "Grantor", and PAPOHAKU HOMEOWNERS ASSOCIATION, a Hawaii nonprofit corporation, with its principal place of business and post office address at 700 Bishop Street, Suite 225, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

That in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, deliver and convey unto the Grantee, as TENANT IN SEVERALTY, its successors and assigns, that certain real property described in Exhibit "A", attached hereto and made a part hereof.

The Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other lots in the Papohaku Subdivision described in Exhibit "A" to observe and comply with the terms, covenants, conditions, restrictions, general guidelines, and standards established by the West Molokai Protective Covenants filed in the Office of the Assistant Registrar of the Land Court of the State of

Hawaii as Land Court Document No. 784612 and the Papohaku Declarations and the Seventh Supplemental Declarations referred to in Exhibit "A", on the Grantee's part to be observed and complied with, and covenants and agrees that said property shall be used for the purposes described in Section 2 of Article VIII of said Papohaku Declarations.

SUBJECT, HOWEVER, to all encumbrances, reservations and restrictions noted in Exhibit "A".

TOGETHER WITH the reservations, reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, and the fixtures and/or tangible personal property (if any) described on Exhibit "A".


TO HAVE AND TO HOLD the same, unto the Grantee, according to the tenancy herein set forth, in fee simple absolutely, forever.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The terms "Grantor" and "Grantee", 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, the Grantor and the Grantee have hereunto executed this instrument as of the day and year first above written.

Grantor:




TAKASHI TOSHIOKA,
Statutory Trustee as aforesaid



EDWIN KOBASHIGAWA,
Statutory Trustee as aforesaid



BEN R. NEELEY,
Statutory Trustee as aforesaid



V. THOMAS RICE,
Statutory Trustee as aforesaid




RONALD T. HEDANI,
Statutory Trustee as aforesaid

Grantee:

PAPOHAKU HOMEOWNERS ASSOCIATION,
a Hawaii nonprofit corporation

By 
Name: HIDEYUKI TAKAHASHI
Title: President/Treasurer

By 
Name: RONALD T. HEDANI
Title: Vice President/Secretary

copy and

STATE OF HAWAII)
COUNTY OF HONOLULU) ss.


On this 16th day of SEPTEMBER, 1994,
before me appeared TAKASHI YOSHIOKA, Statutory Trustee as
aforesaid, to me personally known to be the person described
in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and
deed as Statutory Trustee as aforesaid.


Notary Public, State of Hawaii
My commission expires: 12-29-94

City and

STATE OF HAWAII)
COUNTY OF Honolulu) SS.

On this 3rd day of August, 1994,
before me appeared EDWIN KOBASHIGAWA, Statutory Trustee as
aforesaid, to me personally known to be the person described
in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and
deed as Statutory Trustee as aforesaid.

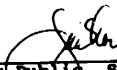


Notary Public, State of Hawaii
My commission expires: 12/22/96

City and

STATE OF HAWAII)
COUNTY OF Honolulu) SS.

On this 3rd day of August, 1994,
before me appeared BEN R. NEKLEY, Statutory Trustee as
aforesaid, to me personally known to be the person described
in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and
deed as Statutory Trustee as aforesaid.



Notary Public, State of Hawaii
My commission expires: 12/22/96

STATE OF HAWAII)
COUNTY OF Mauie) SS.

On this 9th day of August, 1994,
before me appeared V. THOMAS RICE, Statutory Trustee as
aforesaid, to me personally known to be the person described
in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and
deed as Statutory Trustee as aforesaid.

W


Notary Public, State of Hawaii
My commission expires: 7/23/96

city and
STATE OF HAWAII)
COUNTY OF Honolulu) SS.


On this 5th day of August, 1994,
before me appeared RONALD T. HEDANI, Statutory Trustee as
aforesaid, to me personally known to be the person described
in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and
deed as Statutory Trustee as aforesaid.



Notary Public, State of Hawaii
My commission expires: 12/22/96

CITY AND COUNTY OF HONOLULU)
: SS.
STATE OF HAWAII)

On this 3rd day of August,
19 94, before me appeared Ronald T. Hedani
and Hideyuki Takahashi, to me personally known
who, being by me duly sworn, did say that they are the
Vice President/Secretary and President/Treasurer, respectively,
of PAPOHAKU HOMEOWNERS ASSOCIATION, a Hawaii nonprofit
corporation, and that the foregoing instrument was signed in
behalf of said corporation by authority of its Board of
Directors, and said officers acknowledged said instrument to
be the free act and deed of said corporation.



Notary Public, State of Hawaii

My commission expires: 12/22/96

EXHIBIT "A"

ALL of that certain parcel of land situated at Kaluakoi and Iioli, Island of Molokai, County of Maui, State of Hawaii, described as follows:

LOT 370, AREA 5.218 ACRES, as shown on Map 19, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1683 of Molokai Ranch, Limited.

Being the same premises described in Transfer Certificate of Title No. 439,430 issued to the Grantor herein (conveyed by Deed dated June 13, 1994 filed in said Office as Land Court Document No. 2155665).

SUBJECT, HOWEVER, to the following:

1. The following reservations in favor of Kaluakoi Corporation, a Hawaii corporation ("Kaluakoi"):

RESERVING unto Kaluakoi, its successors and assigns, including, without restricting the generality of the foregoing, Kukui (Molokai), Inc., the right and where appropriate or necessary, an easement or license, to do any of the following, without notice to or the consent or joinder of the Grantee or the Grantee's successors and assigns (provided, however, that upon request by Kaluakoi, its successors and assigns, including Kukui (Molokai), Inc., Grantee shall promptly join in and execute any instruments necessary for Kaluakoi, its successors and assigns, including Kukui (Molokai), Inc., to exercise or effectuate any of the rights described below).

a. The right to convey the Roadway Lots to the County of Maui, the West Molokai Association or the Papohaku Homeowners Association, for roadway purposes.

b. The right to (a) file a petition in the Land Court of the State of Hawaii designating, and (b) grant to Molokai Electric Company, Hawaiian Telephone Company, the County of Maui or to any other appropriate party or governmental agency or public or private utility company, easements or licenses for electrical, gas, water, drainage, slope, telephone, cable television, and other utility purposes or for sewer or drainage purposes, over, under or across the property (including over, under, or across any easements designated on the subdivision Map), under the usual terms and conditions required by the grantee of such easements or licenses or such licenses; provided,

however, that such easement rights or licenses must be exercised in such manner as not to interfere unreasonably with the use of the property by the Grantee, its successors and assigns, or materially and adversely affect the value of the property.

c. The right to exercise all rights and grant any easements or licenses or do all things permitted by or referred to or reserved in the Papohaku Documents referred to hereinbelow or any other document or contract executed by Kaluakoi, its successors and assigns, including, without restricting the generality of the foregoing Kukui (Molokai), Inc.

d. The right to grant to the Grantee or to any other appropriate government agency or any other party (including any purchaser of a lot in the Papohaku Subdivision), easements or licenses over and across Easements 116, 108, 102, 100, 95 and 92 (as shown on the Subdivision Map), for vehicular and pedestrian access and parking purposes, such easements to consist of 25-foot beach access right-of-ways and 2,500 square foot parking areas and to be used by the general public for purposes of gaining access to Papohaku Beach and for parking of vehicles;

e. The right to from time to time enter Lots 390, 403, 340, 339, 389, 374, 373, 348, 347, 332, 331, 323 and 322, as shown on the Subdivision Map, for the purposes of cutting filling, sloping and grading certain portions of said Lots, as may be appropriate or necessary for the construction and maintenance of the vehicular and pedestrian access and parking lots covered by the easements referred to in paragraph 4 above, together with the right to enter from time to time.

f. The right to grant to any party (including any purchaser of a lot in the Papohaku Subdivision), easements or licenses over and across Easements 118, 119, 120 and 121 (as shown on the Subdivision Map), for pedestrian, equestrian and trail purposes.

FURTHER RESERVING UNTO Kaluakoi, its successors and assigns, including Kukui (Molokai), Inc., all rights to all surface and subsurface waters and surface and subsurface water rights, including without limitation, basal, subterranean and artesian, under, over and across the property, and certain entry and easement rights, all as more fully described in the Seventh Supplemental Declaration of Covenants and Restrictions and filed in said Office of the Assistant Registrar as Document No. 1096859.

AND Kaluakoi, its successors and assigns, including Kukui (Molokai), Inc., has been appointed as the Grantor's attorney-in-fact to convey the Roadway Lots as aforesaid and to file petitions designating and to grant the easements and licenses mentioned above and to do all other things necessary to effectuate such conveyances and grants, this power-of-attorney being coupled with interest and irrevocable.

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

3. Agreement dated August 11, 1981, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15991 at Page 356, made by and between the COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY and KALUA KOI CORPORATION, a Hawaii corporation, regarding subdivision approval and development and construction of a water source, transmission, and distribution system to provide water to said subdivision, etc. (Not noted on Transfer Certificate of Title referred to herein)

By Assignment of County of Maui Subdivision and Related Agreements, dated November 24, 1987, recorded in Liber 21420 at Page 112, KALUAKOI CORPORATION, a Hawaii corporation, assigns to KUKUI (MOLOKAI), INC., a Hawaii corporation, all of their right, title and interest in and to those certain subdivision and related agreements described in Exhibit "A" attached thereto and incorporated therein by reference. (Not noted on Transfer Certificate of Title referred to herein)

4. The covenants, terms, conditions and restrictions contained in the following documents (the "Papohaku Documents"), as such document may be heretofore or hereafter amended from time to time: (a) Declaration of Covenants and Restrictions, dated October 1, 1976, filed in said Office as Land Court Document No. 784612; (b) Seventh Supplemental Declaration of Covenants and Restrictions, dated December 10, 1981, filed in said Office as Land Court Document No. 1096859; (c) Papohaku Declaration of Covenants, Conditions and Restrictions, dated December 10, 1981, filed in said Office as Land Court Document No. 1096895; (d) the Charter of Incorporation of the West Molokai Association, dated October 18, 1976 and the By-Laws of the West Molokai Association, dated October 28, 1976; (e) the Charter of Incorporation and By-Laws of the Papohaku Homeowners' Association, both dated December 10, 1981; and (f) West Molokai Design Committee Rules, adopted November 5, 1979; all as covenants running with the land.

END OF EXHIBIT "A"