

AFTER RECORDATION ( ) MAIL TO ( ) PICKUP BY: *Total No. of Pages:*\_\_

TG:

TGE:

Chelsea Yuhudah

Tax Map Key No. (1) 9-8-008-026 CPR No.: \_\_\_\_\_

Unit No. \_\_\_\_\_

Undivided Interest: \_\_\_\_\_%

**MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY**  
**UNIT DEED WITH RESERVATIONS AND CONDITIONS**

DATE: \_\_\_\_\_.

GRANTOR: **KMC PARTNERS LLC**, a Hawaii limited liability company,  
whose mailing address is 1451 South King Street, Suite 504,  
Honolulu, Hawaii 96814 (herein called “**Grantor**”)

GRANTEE: \_\_\_\_\_  
(herein called “**Grantee**”)

GRANTEE’S  
ADDRESS: \_\_\_\_\_

GRANTEE’S  
TENANCY: \_\_\_\_\_

Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee all of Grantor's right, title and interest in and to the following:

That certain unit in the "Mary Savio Medical Plaza Aiea Pearl City" condominium project (formerly known as Mary Savio Medical Plaza at Newtown) (hereinafter referred to as the "**Project**"), more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the "**Property**"), subject to the encumbrances noted therein.

And the reversions, remainders, rents, issues, and profits thereof and all of the estate, right, title, and interest of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights (excepting those rights specifically reserved to Grantor as the "Developer" under the Declaration, defined below), easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith (including the personal property, if any, as may be described in said **Exhibit A**) unto Grantee in the above-described tenancy, absolutely in fee simple forever.

AND GRANTOR, in consideration of the premises, does hereby covenant to and with Grantee that Grantor is lawfully seized in fee simple of the Property; that the Property is free and clear of and from all encumbrances created by Grantor except the lien of real property taxes not yet by law required to be paid, and as may herein specifically be set forth and as may be more particularly set forth in said **Exhibit A**; that Grantor has good right to sell and convey the Property; and that Grantor will **WARRANT AND DEFEND** the same unto Grantee against the lawful claims and demands of all persons except as herein mentioned.

AND GRANTEE DOES HEREBY COVENANT AND AGREE WITH GRANTOR AS FOLLOWS:

A. Grantor's Reserved Rights Regarding Easements. Grantee understands and agrees that, pursuant to the Declaration of Condominium Property Regime of Mary Savio Medical Plaza at Newtown, as further described in **Exhibit A** hereof (the "**Declaration**"), Grantor has the right for any reasonable purpose to designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across, or through the common elements of the Project, has the right to accept any easements for ingress to and egress from the Project over, under, across, or through portions of the Project pursuant to the Declaration and to incorporate such easements into the common elements of the Project. Grantee consents to the foregoing rights and undertakes and agrees to join in any such act or thing done pursuant to the foregoing reserved rights and to execute any document or instrument necessary or appropriate, as determined in the sole and absolute discretion of Grantor, to effect the same.

B. Special Power of Attorney. To enable Grantor to exercise the rights reserved to Grantor herein and as the “Developer” in the Declaration, GRANTEE HEREBY IRREVOCABLY APPOINTS GRANTOR AS GRANTEE’S SPECIAL ATTORNEY-IN-FACT WITH FULL POWER OF SUBSTITUTION TO EXECUTE ALL SUCH DOCUMENTS AND DO ALL SUCH OTHER THINGS ON GRANTEE’S BEHALF AS MAY BE DONE BY GRANTOR IN THE REASONABLE EXERCISE OF THE RIGHTS RESERVED TO GRANTOR HEREIN AND IN THE DECLARATION, WHICH GRANT OF SUCH POWER, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE AND SHALL NOT BE AFFECTED BY THE DISABILITY OF GRANTEE OR ANY ONE OF THEM IF THERE BE MORE THAN ONE AND GRANTEE HEREBY FURTHER AGREES UPON THE REQUEST OF GRANTOR TO EXECUTE SUCH OTHER DOCUMENTS AND DO SUCH OTHER THINGS AS MAY BE REASONABLY NECESSARY OR CONVENIENT TO EFFECT THE SAME.

C. Changes in the Common Interests in the Project . No matter what else this Unit Deed says, Grantor here and now reserves a “possibility of reverter” in the common interest of the Property in order to exercise its reserved rights as the “Developer” under the Declaration in a way that permits or requires the Grantor to adjust the common interest of the Property. This might happen, for example, if the reserved rights are used: (i) to construct new buildings; (ii) to create new condominium units in those buildings and to create limited common elements units; or (iii) to grant easements over any portion of the Project. If this happens, title to the portion of the common interest taken from the Property will automatically revert to and belong to the Grantor upon the recordation of an amendment to the Declaration and Grantor will then redistribute the common interest among the condominium units (including any new condominium units) as set forth in the Declaration. Grantee hereby acknowledges, authorizes, and agrees that Grantor may record an amendment to the Declaration or such other instrument as necessary to implement the rights reserved in the Declaration. In legal terms, the reservation of this interest in the Property creates a “fee simple determinable subject to a possibility of reverter.”

D. Covenants and Agreements Run With the Land. The covenants and agreements set forth below which are in favor of Grantor and also in favor of the Association of Unit Owners of Mary Savio Medical Plaza Aiea Pearl City (the “*Association*”) and the Association’s successors and assigns, shall run with the land and shall bind Grantee and Grantee’s heirs, executors, legal and personal representatives, administrators, successors, successors-in-trust and assigns, and all successive owners of the Property.

E. “As-Is, Where-Is” Condition. Grantee acknowledges on behalf of itself and its successors and assigns, that the Property being sold, including the common elements of the Project, are being conveyed “**AS IS, WHERE IS**” WITH ALL FAULTS and that, except for a limited warranty of title set forth above, Grantor makes no representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to any matter about the Property, its condition or available use, or about any structures, fixtures, equipment or anything else installed, attached, affixed or otherwise contained in the Property, including any

warranties or promises of “habitability,” “merchantability,” “marketability,” “profitability,” “workmanlike construction” or “fitness for a particular use or purpose.”

F. Assumption of Responsibility, Liability and Risk; Release and Waiver. To the fullest extent permitted by law, Grantee, for itself and its successors and assigns, does hereby (i) assume all responsibility, liability and risk for all aspects of the Property and all conditions related to the Property, and (ii) release Grantor from and waive any claim, action or liability which arises from or relates to any hazard or defect, latent or patent, known or unknown, in the Property which exists now or in the future, or which arises from or relates to any lack of compliance of the Property with any state, federal, county or local law, code, ordinance, order, permit, administrative requirement or regulation, that Grantee may have against Grantor under any federal, state or local law, ordinance, rule or regulation now existing or hereafter enacted or promulgated, or arising by virtue of any common law right. Such claims, actions or liabilities may include without limitation, those related to pest management (use of pesticides); asbestos and asbestos-containing materials; lead-based or lead-containing paint; any mold, mildew, fungus and other types of bacterial growths; and all hazardous materials and environmental conditions or matters in, on, under, about or migrating from or onto or into the Property or the Project; the availability or non-existence of water, drainage and sewer facilities, and utilities, erosion, weathering, earthquake, fire, floods, dangerous underground soil conditions and similar occurrences or conditions at the Property; the existence of any known or unknown archeological sites; and nuisance arising from and use of surrounding lands. Grantee acknowledges and agrees that this assumption of risk and release of Grantor from liability has been specifically negotiated between Grantor and Grantee and is an essential element of the inducement for Grantor and that Grantor would not have been sold the Property to Grantee without the foregoing disclaimer of warranties.

G. Restrictions in Project Documents. Grantee’s interest under this Unit Deed shall be subject to, and Grantee will observe, perform, comply with and abide by, the terms, covenants, conditions and restrictions, including without limitation, Grantee’s payment of Association fees and all other charges as and when the same become due and payable, all as set forth in (i) the Declaration, as the same may be amended from time to time, (ii) the Bylaws of the Association of Unit Owners of Mary Savio Medical Plaza Aiea Pearl City, as the same may be amended from time to time (the “**Bylaws**”), (iii) any rules and regulations promulgated pursuant to the Declaration and Bylaws, as the same may be amended from time to time (the “**House Rules**”), and (iv) this Unit Deed, as more fully described in said **Exhibit A**, all of which are incorporated herein by reference and made a part hereof. Grantee shall indemnify and hold and save harmless Grantor and each of the owners of all other condominium units in the Project from any failure to observe and perform any of such terms, covenants, conditions and restrictions set forth in the Declaration, the Bylaws, the House Rules and this Unit Deed.

H. Development Conditions and Indemnification Regarding the Same. Grantee understands and agrees that:

(i) Grantee shall assume all risks of impairment with respect to Grantee’s use and enjoyment of the Property and the Project, loss of market value of the Property, or property damage, personal injury, bodily injury or death, arising out of or in connection with: (a)

construction activity by Grantor and others within the Project which may result in noise, dust or other annoyances to Grantee; (b) those extensive activities conducted on or from the Project, including the common elements, in connection with the sale or leasing of the units in the Project, including the use of model units, and sales and management offices, parking stalls and extensive sales and leasing displays and other activities (items (a) and (b) are hereinafter referred to collectively as the “***Development Conditions***”); and

(ii) Grantee shall indemnify and hold harmless Grantor from and against any and all actions, liability, claims, losses, damages, costs or expenses, including, without limitation, reasonable attorneys’ fees (collectively, “***Claims***”), related to, arising out of or in connection with Grantee’s use and enjoyment of the Property and the Project, loss of market value of the Property, or property damage, personal injury, bodily injury or death to the property or person of Grantee, or any person claiming by, through or under Grantee, arising out of or in connection with the Development Conditions.

This indemnification shall not apply to claims, demands, actions, losses, damages, liabilities, costs and expenses caused by Grantor’s proven (and not merely alleged) gross negligence, willful misconduct or violation of applicable laws. Unless Grantor’s willful misconduct, gross negligence or violation of law shall be established by a final, nonappealable judgment or a court of competent jurisdiction, Grantor shall be entitled to the full benefits of this indemnification, including the right to reimbursement for all costs or demands asserted by any party against Grantor.

I. Development Risk. Grantor intends to further develop the Project by building a multi-story parking structure and new office building. Grantee understands and acknowledges that Grantor’s plan for further development are subject to many risks related to real estate development including lack of funding, unanticipated costs, construction delays related to weather, materials, equipment, injuries and death, environmental risks, and regulatory requirements. Should any of these risks come to pass, Grantor may be unable to pursue its development plans. As such, Grantee understands and acknowledges that such further development by Grantor may not succeed on a timely basis or at all. Grantee hereby waives, releases, and forever discharges Grantor from, any and all Claims resulting from or arising out of Grantor’s failure to further develop the Project. The foregoing waivers and releases shall be valid regardless of the cause of the Claim(s), including the negligent act or acts of Grantor.

J. No Warranties or Promises. Grantee understands and agrees that, without limiting the generality of anything contained in this Unit Deed, Grantor makes no warranties or promises: (i) that the Project or any improvements in the unit, the Property or the Project (including the common elements) will be free from damage; (ii) regarding the value of the Project; (iii) regarding the physical or environmental condition of the Project, including, without limitation, the existence of hazardous materials; or (iv) regarding the suitability, conformance, compliance or lack of compliance of the Project with any state, federal, county or local law, code, ordinance, order, permit, administrative requirement or regulation, including without limitation, those related to the consolidation and subdivision of land, the operation and use of the Project, and accessibility of the Project by persons with disabilities. Grantee, by signing and accepting this instrument, acknowledges and agrees that Grantor and its agents and

representatives have not made any representations or warranties about the Property conveyed herein or the Project, and Grantee releases Grantor from any obligation or responsibility concerning the Property or the Project.

K. Enforceability. Grantee acknowledges that, in the case of the violation or breach of any of the covenants, conditions, agreements or restrictions contained herein, Grantor shall have the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. In any legal or equitable proceeding for the enforcement of or to restrain the violation or breach of any provision herein or to obtain damages or other suitable remedy, the prevailing party shall be entitled to recover such reasonable attorneys' fees and costs as may have been incurred in enforcing or defending its rights hereunder.

L. Parking. Grantee understands and acknowledges that all of the parking areas of the Project are privately owned and that there are no parking stalls or other rights to parking appurtenant to the unit other than as specifically set forth in the Declaration. The owner of the parking areas of the Project has the absolute right, in its sole discretion, to (i) permanently remove, change, add to, relocate, and/or reconfigure all parking and driveway areas; (ii) adopt rules and regulations for the use of such driveway and parking areas, including control of the hours of access to the driveway and parking areas; and (iii) charge fees to Grantee and others using the driveway and parking areas at commercially reasonable rates.

M. Grantee's Acknowledgement. Grantee acknowledges, verifies and confirms that Grantee has reviewed and fully understands all the material terms, covenants and conditions of the Project contained in the Declaration, the Bylaws, and this Unit Deed.

N. [Subject to Existing Lease. Grantee hereby accepts the unit subject to that certain Commercial Lease, made by and between \_\_\_\_\_ and Grantor's predecessor-in-interest, dated \_\_\_\_\_, as amended (the "**Lease**"). Grantor hereby assigns to Grantee all of Grantor's right, title, and interest in and to the Lease to Grantee; provided, however, that Grantor reserves the benefit of any indemnification provisions contained in the Lease, provided that such reservation shall not diminish Grantee's rights and benefits under the same.] [THIS WILL ONLY APPLY TO CERTAIN UNITS.]

The term "**Grantor**" herein or any other pronoun used in place thereof shall mean and include KMC PARTNERS LLC, a Hawaii limited liability company, and its affiliates, and each of their respective managers, officers, directors, shareholders, members, employees, agents, successors and assigns. The term "**Grantee**" herein or any pronoun used in place thereof shall mean and include the masculine, feminine, or neuter, the singular or plural number, and jointly and severally individuals, firms, or corporations, and their respective heirs, personal representatives, executors, administrators, successors, and assigns, according to the context hereof. If these presents shall be signed by two (2) or more Grantees, all covenants of such Grantees shall for all purposes be joint and several.

This Unit Deed may be executed in two or more counterparts, and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of Grantor and Grantee, although it shall not be necessary that any single counterpart is signed by or on behalf of each. All such counterparts shall be deemed to constitute but one and the same instrument. Duplicate unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[Signatures Appear on Following Page.]*

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

KMC PARTNERS LLC,  
a Hawaii limited liability company

By \_\_\_\_\_  
Peter Savio  
Its Manager

***“Grantor”***

\_\_\_\_\_

***“Grantee”***



STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared PETER SAVIO, to me satisfactorily proven, 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 capacities shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the above-noted State & County

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages (excluding the exhibit pages): \_\_\_\_  
Notary Name: \_\_\_\_\_ First Judicial Circuit  
Document Description: MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY UNIT DEED  
WITH RESERVATIONS AND CONDITIONS

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

**NOTARY CERTIFICATION**

STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_, to me satisfactorily proven, 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the above-noted State & County

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages (excluding the exhibit pages): \_\_\_\_  
Notary Name: \_\_\_\_\_ First Judicial Circuit  
Document Description: MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY UNIT DEED  
WITH RESERVATIONS AND CONDITIONS

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

**NOTARY CERTIFICATION**

## EXHIBIT A

All right, title and interest of Grantor in and to the following:

FIRST:- Unit No. \_\_\_\_\_ (the “*Unit*”), in the condominium project (hereinafter referred to as the “*Project*”), described in and established by that certain Declaration of Condominium Property Regime of the Mary Savio Medical Plaza at Newtown dated August 13, 2012, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the “*Land Court*”) as Land Court Document No. T-8296571, and recorded in the Bureau of Conveyances of the State of Hawaii (the “*Bureau*”) as Document No. A-46440570, and as the same may be amended from time to time (the “*Declaration*”), and the Bylaws of the Association of Apartment Owners of the Mary Savio Medical Plaza at Newtown dated August 13, 2012, filed in the Land Court as Land Court Document No. T-8296572, and recorded in the Bureau as Document No. A-46440571, and as the same may be amended from time to time (the “*Bylaws*”), and as more fully shown on Condominium Map No. 2174 filed in said Office, and 5117 recorded in said Bureau, as the same may be amended from time to time (the “*Condominium Map*”).

TOGETHER with the following appurtenant easements:

(A) An exclusive right to use those certain limited common elements of the Project, as described in the Declaration as may be amended;

(B) Nonexclusive easements in the common elements designed for such purposes, for ingress to, egress from, utility services for, and support, maintenance, and repair of the Unit; 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 all other units and common elements of the Project for support.

SECOND: An undivided \_\_\_\_\_% interest in all common elements of the Project, as established for said Unit by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements.

SUBJECT, HOWEVER, to the terms and provisions contained in that certain unrecorded Commercial Lease made by and between \_\_\_\_\_ and the Trustees of the Estate of Bernice Pauahi Bishop as “Landlord,” dated \_\_\_\_\_, as amended.

The land upon which said Condominium Project “MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY” is located is described as follows:

LOT 2-C-1, containing a total area of 124,957 square feet, more or less, as shown on map prepared by Harry K. Matsuo, Land Surveyor, with Community Planning, Inc., approved by the Department of Land Utilization, City and County of Honolulu, on April 4, 1974, comprised of the following:

**-PARCEL FIRST:-**

All of that certain parcel of land situate at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 3-B-3-A-1, area 110,110 square feet, more or less, as shown on Map [13](#), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 84 of Bishop Trust Company, Limited, Trustee under the Will and of the Estate of Edith Austin, deceased, and others.

Being land(s) described in Transfer Certificate of Title No. 1,044,426 issued to KMC PARTNERS LLC, a Hawaii limited liability company.

**-PARCEL SECOND:-**

All of that certain parcel of land (being a portion of the land described in and covered by Royal Patent Number 2067, Land Commission Award Number 5649 to Kuhanaipuaa) situate, lying and being at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, and containing an area of 7,147 square feet, more or less.

**-PARCEL THIRD:-**

All of that certain parcel of land (being a portion of the land described in and covered by Royal Patent Number 385, Land Commission Award Number 9356, Apana 3 to Kuheuheu), being a portion of EXCLUSION 1 of Land Court Application 950, situate, lying and being at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, and containing an area of 7,698 square feet, more or less.

**-AS TO PARCELS SECOND AND THIRD ONLY:-**

Said parcel(s) of land being more particularly described in Declaration of Condominium Property Regime dated August 13, 2012, filed in said Office of the Assistant Registrar of the Land Court as Document No. T-[8296571](#), recorded in said Bureau of Conveyances as Document No. A-[46440570](#).

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY  
DEED WITH COVENANTS

GRANTOR : JAMES DOUGLAS KEAUFHOU ING, MICAH A.  
KANE, JANEEN-ANN AHULANI OLDS,  
CORBETT AARON KAMOHAIKIOKALANI  
KALAMA, and LANCE KEAWE WILHELM, as  
Trustees of the Estate of Bernice Pauahi Bishop

GRANTEE : KMC PARTNERS LLC, a Hawaii limited liability  
company

DATED : effective as of June 29, 2012

FILED : Land Court Document No. T-8215447

RECORDED : Document No. A-[45630733](#)

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. -AS TO PARCEL FIRST:-
  - (A) Designation of Easement "C" for Waimalu Stream maintenance, as shown on Map [1](#), as set forth by Land Court Order No. [20284](#), filed July 20, 1962.
  - (B) Easement "C" for Waimalu Stream maintenance purposes in favor of the CITY AND COUNTY OF HONOLULU, acquired by FINAL ORDER OF CONDEMNATION filed May 3, 1971, in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 8199, filed as Land Court Document No. [536319](#).
  - (C) Designation of Easement "P" for electrical purposes, as shown on Map [9](#), as set forth by Land Court Order No. [37242](#), filed April 6, 1973.
  - (D) Designation of Easement "Q" for utility purposes, as shown on Map [9](#), as set forth by Land Court Order No. [37242](#), filed April 6, 1973.
  - (E) Designation of Easement "R" for sanitary sewer purposes, as shown on Map [9](#), as set forth by Land Court Order No. [37242](#), filed April 6, 1973.
  - (F) Designation of Easement "U" for stream maintenance, as shown on Map [13](#), as set forth by Land Court Order No. [39913](#), filed June 5, 1974.
  - (G) Right-of-way in favor of Lot 3-B-3-A-2 for access to Kaahumanu Street, a public road, as set forth by Land Court Order No. [39913](#), filed June 5,

1974.

- (H) GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 29, 1974, filed as Land Court Document No. [698269](#); re: an easement over Easement "P", and being more particularly described therein.
- (I) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated October 2, 1973, filed as Land Court Document No. [724626](#); re: an easement over Easement "Q", and being more particularly described therein.
- (J) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated May 2, 1984, filed as Land Court Document No. [1333079](#); re: an easement over Easement "U", and being more particularly described therein.
- (K) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated May 2, 1984, filed as Land Court Document No. [1333080](#); re: an easement over Easement "R", and being more particularly described therein.

3. -AS TO PARCEL SECOND:-

- (A) EXISTING SEWER EASEMENT and EXISTING EASEMENT "E" for Waimalu Stream maintenance, as shown on City and County of Honolulu, Division of Land Survey and Acquisition Parcel Map in Files 16-11-1-78 and 12-4-2-46-A, respectively, as contained in DEED dated July 1, 1975, filed as Land Court Document No. [714615](#), recorded in Liber [10523](#) at Page [333](#).
- (B) Easement in favor of the CITY AND COUNTY OF HONOLULU for right of way over, under, through and across that certain parcel of land designated as Parcel E, containing an area of 0.997 acre, more or less, acquired by FINAL ORDER OF CONDEMNATION filed in the Circuit Court of the First Circuit of the State of Hawaii, Civil No. 8183, on October 28, 1963, recorded in Liber [4627](#) at Page [488](#).
- (C) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated October 2, 1973, recorded in Liber [10725](#) at Page [382](#); re: an easement for sewer and drainage purposes over Easement "2-A", 16 feet wide, containing an area of 1,556 square feet, more or less, and being more particularly described therein.

4. -AS TO PARCEL THIRD:-

- (A) PARCEL "C" for Waimalu Stream maintenance purposes in favor of the CITY AND COUNTY OF HONOLULU, acquired by FINAL ORDER

OF CONDEMNATION filed December 19, 1963, in the Circuit Court of the First Circuit, Civil No. 8182, recorded in Liber [4657](#) at Page [42](#).

- (B) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated July 24, 1971, recorded in Liber [7790](#) at Page [270](#); re: an easement for sewer pipeline purposes over Parcel 5 containing an area of 1,805 square feet, more or less, and being more particularly described therein.
- (C) GRANT in favor of CITY AND COUNTY OF HONOLULU, dated February 13, 1984, recorded in Liber [18247](#) at Page [393](#); re: an easement for maintenance purposes over Easement "M-5-A" containing an area of 1,290 square feet, more or less, and being more particularly described therein.

5. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Kevin K. Kea, Land Surveyor, with ACE Land Surveying, Inc., dated June 6, 2012:

- (A) Sidewalk appurtenant to adjoining lot crosses into subject lot at its greatest point of 8.9' for a distance of 16.6'.
- (B) Chainlink fence appurtenant to subject lot extends 6.4' into adjoining lot.
- (C) CRM wall appurtenant to subject lot crosses into adjoining lot at its greatest point of 0.5' for a distance of 121.5'.
- (D) Chainlink fence appurtenant to adjoining lot crosses over subject lot at its greatest point of 2.9' for a distance of 7.2'.

6. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED WITH  
COVENANTS

DATED : June 29, 2012  
FILED : Land Court Document No. T-8215447  
RECORDED : Document No. A-45630733

7. Encroachments or any other matters which a survey prepared after June 6, 2012 would disclose.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM  
PROPERTY REGIME FOR "MARY SAVIO

MEDICAL PLAZA AT NEWTOWN"  
CONDOMINIUM PROJECT

DATED : August 13, 2012  
FILED : Land Court Document No. T-8296571  
RECORDED : Document No. A-46440570  
MAP : 2174 filed in the Office of the Assistant Registrar of  
the Land Court, and 5117 recorded in the Bureau of  
Conveyances, and any amendments thereto

Said Declaration was amended by instruments dated July 18, 2013, filed as Land Court Document No. T-8603246, recorded as Document No. A-49520642A, dated March 18, 2015, filed as Land Court Document No. T-9221208A, recorded as Document No. A-55690753A, and dated March 18, 2015, filed as Land Court Document No. T-9286285A, recorded as Document No. A-56340806A; re: change name from MARY SAVIO MEDICAL PLAZA AT NEWTOWN to MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY.

Consents given by AMERICAN SAVINGS BANK F.S.B., a federal savings bank, by instruments dated November 14, 2014, filed as Land Court Document No. T-9221208B, recorded as Document No. A-55690753B, and dated March 18, 2015, filed as Land Court Document No. T-9286285C, and recorded as Document No. A-56340806B.

9. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT  
OWNERS

DATED : August 13, 2012  
FILED : Land Court Document No. T-8296572  
RECORDED : Document No. A-46440571

Said Bylaws were amended by instruments dated March 18, 2015, filed as Land Court Document No. T-9221209A, recorded as Document No. A-55690754A, and dated March 18, 2015, filed as Land Court Document No. T-9286285B, recorded as Document No. A-56340806A; re: change name from MARY SAVIO MEDICAL PLAZA AT NEWTOWN to MARY SAVIO MEDICAL PLAZA AIEA PEARL CITY.

Consents given by AMERICAN SAVINGS BANK F.S.B., a federal savings bank, by instruments dated February 23, 2015, filed as Land Court Document No. T-9221209B, recorded as Document No. A-



55690754B, and dated March 18, 2015, filed as Land Court Document No. T-9286285C, and recorded as Document No. A-56340806C.

10. Any unrecorded leases and matters arising from or affecting the same.
11. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Exhibit A herein.
12. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions contained in the Declaration and in the Bylaws attached thereto, as the same have been and may hereafter be further amended from time to time in accordance with law, the Declaration or said Bylaws.

**TOGETHER ALSO WITH** all built-in furniture, attached existing fixtures, built-in appliances, water heater, electrical and/or gas and plumbing fixtures, attached carpeting, disposal, existing window coverings, range, refrigerator, smoke/heat detectors and TV cable outlet, situate on or used in connection with the above-described property, as agreed upon by the parties herein, if any.

**END OF EXHIBIT A**