

DMB  
GTR



STATE OF HAWAII  
OFFICE OF THE ASSISTANT REGISTRAR  
RECORDED

July 1, 2021 8:01 AM

Doc No(s) T - 11504192  
on Cert(s) 963335  
Issuance of Cert(s) 1216921

/s/ LESLIE T KOBATA  
ASSISTANT REGISTRAR

Pkg 11811700 FEH

Conveyance Tax: \$11,875.00

LAND COURT

REGULAR SYSTEM

Return By Mail  Pick-Up  To:

LC/1

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

TITLE GUARANTY OF HAWAII HAS  
FILED THIS DOCUMENT FOR RECORD  
AS AN ACCOMMODATION ONLY. THIS  
DOCUMENT HAS NOT BEEN  
REVIEWED OR IN ANY WAY EXAMINED  
AS TO ITS EFFECT ON REAL PROPERTY.

TG: 202117820-5  
TGE: 21021180035  
BARBARA PAULO

Attention: Robert E. Strand  
Telephone: (808) 523-2500

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED WITH COVENANTS

PARTIES TO DOCUMENT:

GRANTOR: ABC DEVELOPMENT COMPANY, LLC  
P.O. Box 17908  
Honolulu, Hawaii 96817

GRANTEE: NSHE HI NARCISSUS, LLC, a Hawaii limited liability company, and  
NSHE HI SUNFLOWER, LLC, a Hawaii limited liability company  
P.O. Box 717  
Kahuku, Hawaii 96731-0717

TAX MAP KEY(S): (1) 5-6-005-024

(This document consists of 2 pages.)

**LIMITED WARRANTY DEED WITH COVENANTS**

*MARK'S*  
*4/4/21*

**ABC DEVELOPMENT COMPANY, LLC**, a Hawaii limited liability company (the "Grantor"), whose address is P.O. Box 17908, Honolulu, HI 96817, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration previously paid to Grantor by **NSHE HI NARCISSUS, LLC**, a Hawaii limited liability company, and **NSHE HI SUNFLOWER, LLC**, a Hawaii limited liability company, both of whose address is P.O. Box 717, Kahuku, Hawaii 96731-0717 (collectively, the "Grantee"), the receipt and sufficiency of which is hereby acknowledged by Grantor, and upon and subject to the covenants and conditions herein set forth, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, and their respective successors and assigns, forever, that certain parcel of real estate (the "Property") situated at Kahuku, City and County of Honolulu, Island of Oahu, State of Hawaii, and more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, subject to the encumbrances herein and in **Exhibit A** attached hereto,

BUT EXPRESSLY EXCLUDING from the Property, the Kahuku Air Base water system, including the water well, commonly known as the Kahuku Air Base Well (State Well No. 4158 12), and all water rights in connection therewith; the water reservoir tank; all pumps, pump stations, water lines, pipes and equipment and any and all other facilities related to the well, the water and the rights thereto (collectively, the "KAB Water System");

TO HAVE AND TO HOLD the same unto Grantee as tenants in common as to an undivided one-half (1/2) interest each, and their respective successors and assigns, forever.

TOGETHER WITH the reversions, remainders, rents, issues and profits thereof, together with all buildings, improvements, tenements, rights, easements, privileges, and appurtenances to the same belonging or appertaining or held and enjoyed therewith, except as set forth herein, and all of the estate, right, title and interest of Grantor both at law and in equity therein and thereto.

AND RESERVING unto Grantor, the Kahuku Water Association, Inc., a Hawaii nonprofit corporation, the then current owner of the KAB Water System and each of their respective successors and assigns, the right to use and possess those portions of the Property on which the KAB Water System is located, including the well site and areas for access and utility purposes (the "Well Site"), and a nonexclusive perpetual easement over, under and across the Property, at least ten (10) feet wide, for installation, maintenance and replacement of a water line appurtenant to the lands adjoining the Property for delivery of water. Upon Grantor's written request, Grantee shall grant perpetual access and utility easements for the Well Site to the Kahuku Water Association, Inc., or the then current owner of the KAB Water System. Such owner and Grantee shall reasonably cooperate to identify the location of the easements, and any such easement and the equipment therein may be relocated from time to time by Grantee or the current owner of the KAB Water System at the expense of the party performing the relocation, provided water service shall not be substantially disrupted and so long as the relocated easement and equipment therein shall continue to serve the needs of the users of the KAB Water System as effectively as before the relocation. Additionally, as long as OETF Training LLC, a Hawaii limited liability company ("OETF"), continues to own the water pump and water lines in the KAB Water System, OETF shall also have access rights to service and repair and replace said pump and lines.

AND SUBJECT ALSO TO THE FOLLOWING COVENANTS AND AGREEMENTS:

1. Property in "As Is, Where Is" Condition.

a. No Warranties. Subject to the representations made by Grantor in paragraph S-6 of that certain unrecorded Commercial Real Property Purchase and Sale Agreement dated November 25, 2020 (the "PSA"), by and between Grantor and Grantee (the "PSA"), it is expressly understood and agreed that, except for the limited warranty of title contained herein, Grantor has not made any representation or warranty, express or implied, regarding any aspect of the Property, including (i) the soil, water, utilities, condition or location of any improvements, or other condition located upon or otherwise affecting the Property, or (ii) any laws, ordinances, regulations, licenses, permits, certificates or any legal, engineering or construction studies, estimates or matters relating to the Property, or (iii) the use or condition of the Property or any improvements thereon, or any development on the Property or the right so to do, or the feasibility thereof, and Grantor shall not be liable for any latent or patent defect therein, or (iv) the implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality, physical condition and value, and Grantor hereby disclaims any and all liability for any and all such representations and warranties. Grantee agrees that they have examined and investigated the Property prior to the execution of this instrument and that Grantee has relied solely upon such examinations and investigations in acquiring the Property. Without limiting the generality of the foregoing, Grantee acknowledges that (i) they have made all inspections, investigations and analyses deemed necessary or appropriate to determine whether to proceed with Grantee's acquisition of the Property, and (ii) subject to the representations made by Grantor in paragraph S-6 of the PSA, Grantor has made no representation or warranty, express or implied, concerning the Property's compliance with environmental or other applicable laws.

b. "As Is" Condition. Grantee acknowledges and agrees that Grantee in acquiring the Property in its "as is, where is" condition, with all faults, and that Grantee has assumed all risks regarding all aspects of the Property, and the condition thereof, including, without limitation: (i) the risk of any physical condition affecting the Property including, without limitation, the existence of any soils conditions, or the existence of archeological or historical conditions on the Property; (ii) the risk of any damage or loss to the Property caused by any means including, without limitation, flood or earthquake; and (iii) the risk of use, zoning, habitability, merchantability or quality of the Property or the suitability of the Property for its present use or future development; and (iv) the activities of others on adjacent or nearby lands in compliance with applicable laws and regulations, and covenants, if any, applicable to such lands.

c. Government Approvals. Grantee acknowledges that Grantor has made and makes no representations regarding Grantee's ability to obtain or retain the zoning, governmental approvals or permits necessary to use, occupancy or further development of the Property.

d. Purchase Contract Addendum. In connection with the execution of the PSA, the Grantee also signed that certain Purchase Contract Addendum consisting of 5 pages that is made a part hereof by this reference under which Grantee has further agreed to accept the Property subject to the matters disclosed therein.

2. **Section 1031 Exchange.** The conveyance of the Property to Grantee is made in connection with a like-kind exchange of property pursuant to Section 1031 of the Internal Revenue Code under which Grantee will concurrently convey to Grantor certain property located in Haleiwa, Hawaii designated on the tax maps of the State of Hawaii as TMK: (1) 6-2-007:019.

3. **Attorneys' Fees.** In the event of a dispute under this instrument, the prevailing party shall be entitled to recover from the losing party all costs including reasonable attorneys' fees.

4. **Governing Law.** This instrument shall be governed by laws of the State of Hawaii.

5. **Effect of Invalidity.** The reservations, limitations, restrictions, covenants and conditions set forth herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof, of any such reservations, limitations, restrictions, covenants or conditions shall not affect the validity or enforceability of any other provisions hereof.

AND Grantor, for itself and its successors and assigns, does hereby covenant and agree with Grantee, its successors and assigns, that Grantor has done or suffered no act or thing whereby the Property described in **Exhibit A** is encumbered, except as in said **Exhibit A** as set forth; that the Property described in **Exhibit A** is free and clear of liens and encumbrances made or suffered by Grantor except for the encumbrances contained herein and as set forth in **Exhibit A**, and real property taxes not yet due and payable; and that Grantor will, and its successors and assigns shall, WARRANT AND DEFEND the same unto Grantee, and their respective successors and assigns, forever, against the loss or claims and demands of all persons claiming by, through or under Grantor except as aforesaid.

AND Grantee does hereby covenant to and with Grantor that Grantee will observe and comply with all of the terms, covenants, conditions and restrictions set forth in any declaration of covenants or deed of record with respect to the Property, as the same exist or may hereafter be amended from time to time in accordance with law and the terms of such declaration(s) of covenants or deed(s), on the part of the owner of the Property to be observed and performed, as and when required to do so, and will indemnify, defend and hold Grantor harmless from and against any failure to observe and comply with any such terms, covenants, conditions and restrictions.

The terms "Grantor" and "Grantee" wherever herein used shall be held to mean and include Grantor, its successors and assigns, and Grantee, and their respective successors and assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.


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 that all of the parties are not signatory to the original or the same counterpart.

[The following page is the signature page.]

IN WITNESS WHEREOF the parties have executed this Limited Warranty Deed with Covenants as of this 1<sup>st</sup> day of July, 2021.

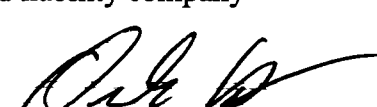
Grantor:

**ABC DEVELOPMENT COMPANY,  
LLC, a Hawaii limited liability company**

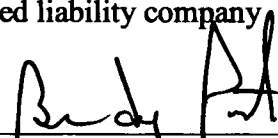
By   
Albert Y. Kanno  
Its Manager

Grantee:

**NSHE HI NARCISSUS, LLC, a Hawaii  
limited liability company**

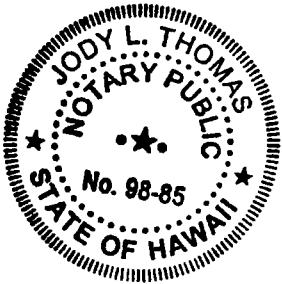
By   
Name: Duke Pontin  
Title: Member

**NSHE HI SUNFLOWER, LLC, a Hawaii  
limited liability company**

By   
Name: Brandy Pontin  
Title: Member

STATE OF HAWAII )  
 ) ss.  
 CITY AND COUNTY OF HONOLULU )

On this 18th day of June, 2021, before me personally appeared ALBERT Y. KANNO, 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.



(Notary Stamp or Seal)

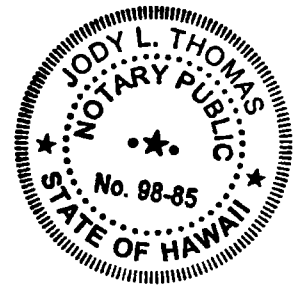
*Jody L. Thomas*

Name: Jody L. Thomas

Notary Public, State of Hawaii

My commission expires: 2/17/2022

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description:	<u>Limited Warranty Deed with Covenants</u>
Document Date:	<u>undated at the time of notary</u>
No. of Pages:	<u>Twelve (12) including this page</u>
Jurisdiction (in which notarial act is performed):	<u>First Circuit</u>
<i>Jody L. Thomas</i>	<u>6/18/2021</u>
Signature of Notary	Date of Notarization and Certification Statement
Jody L. Thomas	
Printed Name of Notary	
Date of Notary Commission Expiration:	<u>2/17/2022</u>



(Notary Stamp or Seal)

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

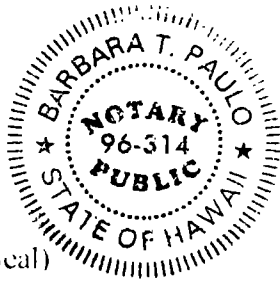
On this \_\_\_\_ day of JUN 26 2021, before me personally appeared DUKE PONTIN, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



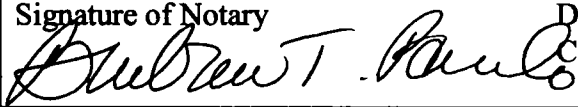
Name: \_\_\_\_\_

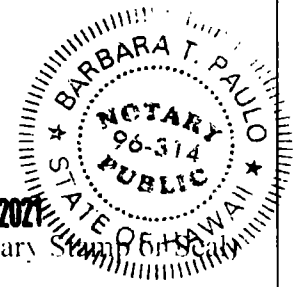
Notary Public, State of Hawaii **BARBARA T. PAULO**  
**EXPIRATION: December 14, 2022**

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



(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	<u>Limited Warranty Deed with Covenants</u>
Document Date:	<small>Undated at Time of Notarization</small>
No. of Pages:	<u>12</u>
Jurisdiction (in which notarial act is performed):	<u>First Circuit</u>
Signature of Notary	Date of Notarization and Certification Statement
	<u>JUN 26 2021</u>
Printed Name of Notary	<b>BARBARA T. PAULO</b>
Date of Notary Commission Expiration:	<b>EXPIRATION: December 14, 2022</b>



STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

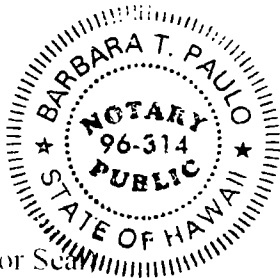
On this \_\_\_\_\_ day of JUN 26 2021, 2021, before me personally appeared BRANDY PONTIN, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

*Barbara T. Paulo*

Name: \_\_\_\_\_

Notary Public, State of Hawaii

My commission expires: BARBARA T. PAULO  
EXPIRATION: December 14, 2022



(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants

Document Date: \_\_\_\_\_  
Undated at Time of Notarization

No. of Pages: 12

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary

*Barbara T. Paulo*

Date of Notarization and Certification Statement

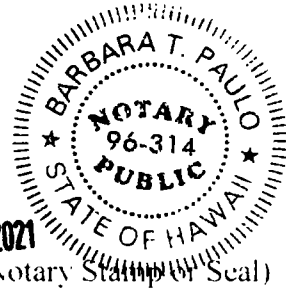
JUN 26 2021

Printed Name of Notary

BARBARA T. PAULO

EXPIRATION: December 14, 2022

Date of Notary Commission Expiration:



(Notary Stamp or Seal)



**EXHIBIT A**

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

✓ LOT 1194, area 37.581 acres, more or less, as shown on Map 153, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

TOGETHER WITH a nonexclusive easement for ingress and egress and utility purposes, over a Portion of Easement "26", as shown on Map 51, located within Lot 1190 as shown on Map 153, Lot 200 as shown on Map 17 and Lot 1167 as shown on Map 137, as granted by GRANT OF EASEMENT FOR ACCESS AND UTILITY RIGHTS dated July 23, 2002, filed as Land Court Document No. 2824843, as assigned by instrument dated July 27, 2005, filed as Land Court Document No. 3304477; and subject to the terms and provisions, contained therein.

TOGETHER FURTHER WITH a Grant of Access and Utility Easement dated September 4, 2019 made a Diversified Ag Promotions, LLC in favor of ABC Development Company, LLC, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-71861028.

TOGETHER FURTHER a Grant of Access and Utility Easement as set forth in an instrument dated February 12, 2021, filed in said Office of the Assistant Registrar as Land Court Document No. T11372379 and noted on Certificate of Title No. 963,335 and recorded in said Bureau as Document No. A-77200934. ✓

Being land(s) described in Transfer Certificate of Title No. 963,335 issued to ABC DEVELOPMENT COMPANY, LLC, a Hawaii limited liability company.

SUBJECT, HOWEVER, to the following:

1. A perpetual easement appurtenant for right of way necessity to the nearest public highway over such ways as now exist or may hereafter be substituted therefore, as set forth in Original Certificate of Title No. 17,854.

2. DESIGNATION OF EASEMENT "ROAD 7"

PURPOSE: roadway  
SHOWN: on Map 4, as set forth by Land Court Order No. 3094, filed April 21, 1938

3. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESERVATION OF RIGHTS

DATED: December 28, 2001  
FILED: Land Court Document No. 2765650

The rights of TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, was assigned to JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, by ASSIGNMENT OF RIGHTS dated June 14, 2007, filed as Land Court Document No. 3615076.

4. The terms and provisions contained in the following:

**INSTRUMENT: TRUSTEES LIMITED WARRANTY DEED AND QUITCLAIM DEED WITH RESTRICTIONS, COVENANTS AND RESERVATION OF RIGHTS**

**DATED:** July --, 2002 (acknowledged July 9, 2002 and July 11, 2002)  
**FILED:** Land Court Document No. 2824842  
**RECORDED:** Document No. 2002-127617

The foregoing includes, but is not limited to, matters relating to drainage, access and utility rights, right to grant easements and other rights and rights of kuleana owners.

5. The terms and provisions contained in the following:

**INSTRUMENT: LIMITED WARRANTY DEED AND QUITCLAIM DEED WITH COVENANTS**

**DATED:** July 27, 2005  
**FILED:** Land Court Document No. 3304476  
**RECORDED:** Document No. 2005-149155

6. The terms and provisions contained in the following:

**INSTRUMENT: WATER DELIVERY AGREEMENT**

**DATED:** June 15, 2007  
**FILED:** Land Court Document No. 3615682  
**PARTIES:** CONTINENTAL PACIFIC, LLC, a Delaware limited liability company authorized to do business in Hawaii, DIVERSIFIED AG PROMOTIONS, LLC, a Delaware limited liability company authorized to do business in Hawaii, and NORTH SHORE WIND POWER, LLC, a Delaware limited liability company

Said Agreement was amended by AMENDMENT OF WATER DELIVERY AGREEMENT; GRANT OF EASEMENT AND CANCELLATION OF EXISTING EASEMENT (BENEFITING TMK NO. (1) 5-6-005-007) DATED March 22, 2021, filed as Land Court Documents Nos. 4065958 thru 4065960, by and among ABC DEVELOPMENT COMPANY, LLC, a Hawaii limited liability company, "Lot 194 owner", KAHUKU WIND POWER, LLC, a Delaware limited liability company, "Lot 1167 Owner", and KAHUKU WATER ASSOCIATION, INC., a Hawaii non-profit corporation (successor in interest to Diversified Ag Promotions, LLC, under said Water

Delivery Agreement pursuant to that certain unrecorded Transfer and Assumption Agreement dated December 29, 2010), "KWA".

7. The terms and provisions contained in the following:

**INSTRUMENT: WATER DELIVERY AGREEMENT**

**DATED:** September 5, 2008

**FILED:** Land Court Document No. 3786705

**PARTIES:** CONTINENTAL PACIFIC, LLC, a Delaware limited liability company authorized to do business in Hawaii, DIVERSIFIED AG PROMOTIONS, LLC, a Delaware limited liability company authorized to do business in Hawaii, and CPP OAHU 27 LLC, a Hawaii limited liability company

8. The terms and conditions contained in the following:

**LIMITED WARRANTY DEED WITH COVENANTS**

**DATED:** November 4, 2009

**FILED:** Land Court Document No. 3912674

**PARTIES:** CONTINENTAL PACIFIC, LLC, a Delaware limited liability company and authorized to do business in Hawaii and ABC DEVELOPMENT COMPANY, LLC, a Hawaii limited liability company.

9. Unrecorded Water Delivery Agreement dated August 6, 2009, made by and between Continental Pacific, LLC, a Delaware limited liability company, and Duke Hancock Pontin, Brandi Ann Pontin, Cove Kirkwood Pontin and Keal Thomas Pontin, as amended by Amendment of Water Delivery Agreement; Grant of Easement and Cancellation of Easement dated as of August 28, 2020, filed as Land Court Document No. T-11372379 and recorded in said Bureau as Document No. A-77200934.
10. Unrecorded Access Agreement dated August 6, 2009, made by and between Continental Pacific, LLC, a Delaware limited liability company, and Duke Hancock Pontin, Brandy Ann Pontin, Cove Kirkwood Pontin and Keal Thomas Pontin, as amended by instrument dated August 28, 2020, filed as Land Court Document No. 11327156.
11. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
12. Water rights, claims or title to water, whether or not shown by the public records.
13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

14. Matters shown on corrected maps, Sheets 1 to 3, inclusive, prepared by Erik S. Kaneshiro, Land Surveyor, with Austin, Tsutsumi & Associates, Inc., dated January 26, 2017, and approved by the Department of Planning and Permitting, City and County of Honolulu, 2011/SUB-166, on November 10, 2016 and February 10, 2017.

Tax Map Key No. (1) 5-6-005-024