



L-322 STATE OF HAWAII
 OFFICE OF ASSISTANT REGISTRAR
 RECORDED
 AUG 06, 2009 08:01 AM
 Doc No(s) 3886123
 on Cert(s) 761,922
 Issuance of Cert(s) 954,528



20 3/4 27

/s/ NICKI ANN THOMPSON
 ASSISTANT REGISTRAR
 CONVEYANCE TAX: \$3150.00

[Handwritten signature]

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail Pickup To:

GOODSILL ANDERSON QUINN & STIFEL LLP
 Alii Place, Suite 1800
 1099 Alakea Street
 Honolulu, Hawaii 96813
 Attn.: Lani L. Ewart

TGOH #200935035-S
 TGES A9-101-3457
 BARBARA PAULO

W/B

Total Pages: 13

Tax Map Key No.: (1) 5-6-5-5

LIMITED WARRANTY DEED WITH COVENANTS

CONTINENTAL PACIFIC, LLC, a Delaware limited liability company (the "Grantor"), whose address is P. O. Box 1350, Santa Rosa, Florida 32459, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration previously paid to Grantor by **DUKE HANCOCK PONTIN**, husband of Brandi Ann Pontin, **BRANDI ANN PONTIN**, wife of Duke Hancock Pontin, **COVE KIRKWOOD PONTIN**, unmarried, and **KEAL THOMAS PONTIN**, unmarried (collectively, the "Grantee"), whose address is P. O. Box 717, Kahuku, Hawaii 96731, 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, **AS JOINT TENANTS**, their assigns, and the survivor of them and his or her heirs, devisees, personal representatives and assigns, forever, that certain 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, **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 4 (Seller's Representations) of that certain unrecorded Purchase and Sale Agreement dated July 21, 2009, by and between Grantor and said Duke Pontin and Brandi Pontin (the "Sales Contract"), 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 4 (Seller's Representations) of the Sales Contract, 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, subject to the representations made by Grantor in paragraph 4 (Seller's Representations) of the Sales Contract, they are 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 Grantor or others on adjacent or nearby lands in compliance with applicable laws and regulations, and covenants, if any, applicable to such lands.

c. Adjacent Land Use. Grantee acknowledges and agrees for its successors and assigns and any other party claiming by, through or under it that: (i) the

Trustees under the Will and of the Estate of James Campbell, Deceased, affiliates of the Estate of James Campbell and others have entered and may further enter into agreements with others for the development and use of other lands owned by or formerly owned by said Trustees located adjacent to or near the Property; (ii) such agricultural, developmental, commercial and other activities may involve by way of example and not in limitation thereof, noise, smoke, soot, dust, lights, noxious vapors, odors, and other nuisances of every description arising from or incidental to the activities conducted from time to time on adjacent or other nearby lands, subject only to zoning and other legal restrictions on use; and (iii) Grantee is acquiring the Property subject to all risks associated with the location of the Property. The foregoing shall not prevent Grantee from pursuing all remedies legally available to Grantee in the event of any violation of zoning or other legal restrictions on use or other applicable law or regulation.

d. 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.

2. 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.

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

4. 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.

5. Joint and Several Liability. Wherever the term "Grantee" refers to more than one person, the terms, covenants, conditions and agreements of this instrument shall be jointly and severally binding upon each such person. Any notice given to any such person shall be deemed to be notice upon all such persons.

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, 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 unto Grantee, **AS JOINT TENANTS**, their assigns, and the survivor of them and his or her heirs, devisees, personal representatives and assigns, forever.

AND Grantor, for itself and its successors and assigns, does hereby covenant and agree with Grantee, their assigns, and the survivor of them and his or her heirs, devisees, personal representatives, and assigns, that Grantor has done or suffered no act or thing whereby the Property hereby granted is encumbered, except as aforesaid and set forth hereinafter; that the property 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, their assigns, and the survivor of them and his or her heirs, devisees, personal representatives, 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 for the benefit of 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 Grantee 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, their assigns, and the survivor of them and his or her heirs, devisees, personal representatives, and assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective heirs, devisees, personal representatives, 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 the 30th day of July, 2009.

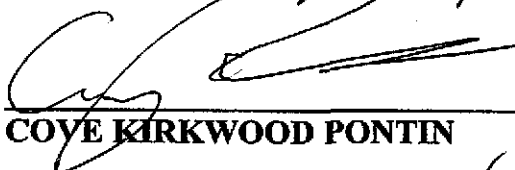
Grantee:



DUKE HANCOCK PONTIN



BRANDI ANN PONTIN

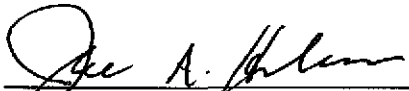


COVE KIRKWOOD PONTIN

KEAL THOMAS PONTIN

Grantor:

CONTINENTAL PACIFIC, LLC,
a Delaware limited liability company

By 

Jeff A. Henderson
Its Manager

IN WITNESS WHEREOF, the parties have executed this Limited Warranty Deed with Covenants as of the 30 day of July, 2009.

Grantee:

DUKE HANCOCK PONTIN

BRANDI ANN PONTIN

COVE KIRKWOOD PONTIN

Keal Pontin

KEAL THOMAS PONTIN

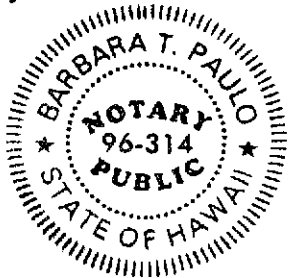
Grantor:

CONTINENTAL PACIFIC, LLC,
a Delaware limited liability company

By _____
Jere A. Henderson
Its Manager

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

On this 29th day of July, 2009, before me personally appeared DUKE HANCOCK PONTIN, to me personally known, 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

Printed Name: _____

Notary Public, State of Hawaii Barbara T. Paulo

Expiration Date: June 14, 2012

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants re: TMK No. (1) 5-6-5-5

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 12

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

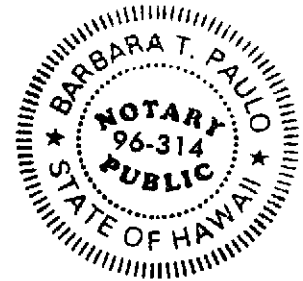
Barbara T. Paulo 7/29/09

Signature of Notary

Date of Notarization and Certification Statement

Barbara T. Paulo

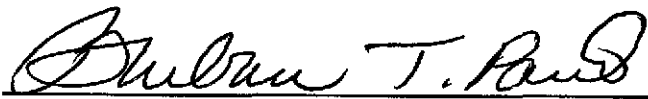
Printed Name of Notary



(Official Stamp or Seal)

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

On this 29th day of July, 2009, before me personally appeared BRANDI ANN PONTIN, to me personally known, 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.



Printed Name: _____

Notary Public, State of Hawaii **Barbara T. Paulo**

My commission expires: _____ Expiration Date: June 14, 2012

(Official Stamp or Seal)


Barbara T. Paulo
Expiration Date: June 14, 2012

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants re: TMK No. (1) 5-6-5-5

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 12 Jurisdiction: First Circuit
(in which notarial act is performed)

 7/29/09

Signature of Notary Date of Notarization and Certification Statement

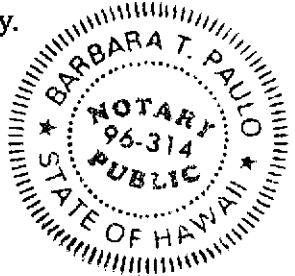
Barbara T. Paulo

Printed Name of Notary

(Official Stamp or Seal)

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

On this 27th day of July, 2009, before me personally appeared COVE KIRKWOOD PONTIN, to me personally known, 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.

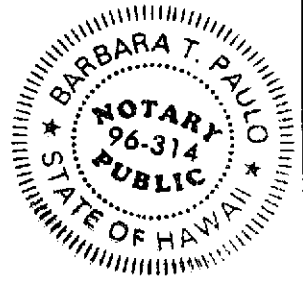


Barbara T. Paulo
Printed Name: Barbara T. Paulo

Notary Public, State of Hawaii **Bart**
My commission expires: Expiration Date: June 14, 2012

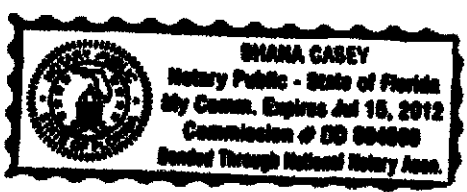
(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Limited Warranty Deed with Covenants re: TMK No. (1) 5-6-5-5</u>	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>12</u>	Jurisdiction: First Circuit (in which notarial act is performed)
<u>Barbara T. Paulo</u> Signature of Notary	<u>7/29/09</u> Date of Notarization and Certification Statement
<u>Barbara T. Paulo</u> Printed Name of Notary	(Official Stamp or Seal)



STATE OF Florida)
COUNTY OF Monroe) SS.

On this 30 day of July, 2009, before me personally appeared KEAL THOMAS PONTIN, to me personally known, 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.

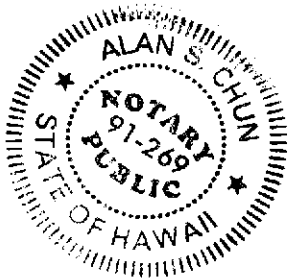


(Official Stamp or Seal)

Shana Casey
Printed Name: Shana Casey
Notary Public in and for the above State
My commission expires: 7/15/2012

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

On this _____ day of JUL 30 2009, 2009, before me personally appeared JERE A. HENDERSON, to me personally known, 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.



Printed Name: _____

Notary Public, State of Hawaii **ALAN S. CHUN**
My commission expires: _____ **Expiration Date: April 11, 2011**

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants re: TMK No. (1) 5-6-5-5

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: 12

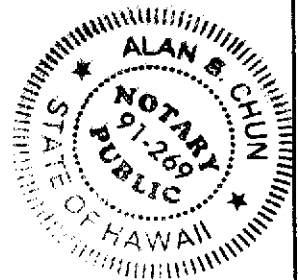
Jurisdiction: First Circuit
(in which notarial act is performed)
JUL 30 2009

Signature of Notary

Alan S. Chun

Date of Notarization and Certification Statement

Printed Name of Notary



(Official Stamp or Seal)

EXHIBIT A

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

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 20, area 35.660 acres, more or less, as shown on Map 6, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of 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; assigned by document dated July 27, 2005, filed as Land Court Document No. 3304477, and subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein.

Being land(s) described in Transfer Certificate of Title No. 761,922 issued to CONTINENTAL PACIFIC, LLC, a Delaware limited liability company.

SUBJECT, HOWEVER, to the following:

1. Triangulation Survey Station "PUUKI" located within the land described herein, as shown on the Tax Map. Attention is invited to the provisions of Section 172-13 of the Hawaii Revised Statutes, relative to destruction, defacing or removal of survey monuments.

2. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DATED : December 19, 1997

FILED : Land Court Document No. 2428681

GRANTING : a perpetual right and easement for utility purposes

3. 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.

4. 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

5. 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.

6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

7. Water rights, claims or title to water, whether or not shown by the public records.

8. Unrecorded month-to-month tenant lease.