

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ Doc A - 69631003
DOCUMENT NO. _____ January 24, 2019 3:29 PM

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Land Court () Regular (X)

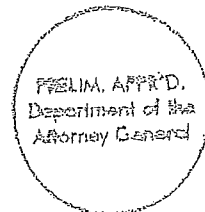
Division of State Parks
Attention: Administrator
Department of Land and Natural Resources
1151 Punchbowl Street, Room 310
Honolulu, Hawaii 96813

Total pages 12

LOD S-29197

Tax Map Key No. (1) 5-9-033-001

LIMITED WARRANTY DEED



THIS LIMITED WARRANTY DEED made this 11th day of JANUARY, 2019,
2018, by and between:

A Charitable Foundation Corporation
a Nevada nonprofit corporation,
P.O. Box 909
Haleiwa, Hawai'i 96712
("Grantor")

and

State of Hawai'i,
by its Board of Land and Natural Resources,
1151 Punchbowl Street
Honolulu, Hawai'i 96813
("Grantee" or "State of Hawai'i")

W I T N E S S E T H :

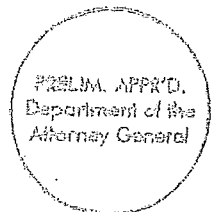
A. Grantor is the owner of that certain parcel of land situate at Pupukea, Koolauloa, Oahu, Hawai'i, as more particularly described in Exhibit "A" and delineated in Exhibit "B", being a survey map, both prepared by the State of Hawai'i Survey Division, Department of Accounting and General Services, identified as C.S.F. No. 25,698 and dated November 15, 2018, attached hereto and made a part hereof (hereinafter referred to as the "Property").

Said above described parcel of land being a portion of the land acquired by A CHARITABLE FOUNDATION CORPORATION, a Nevada non-profit corporation, as Tenant in Severalty, as follows:

1. By LIMITED WARRANTY DEED of FINANCE REALTY, LTD, a Hawaii corporation, formerly known as Finance Realty Company, Limited, as Trustee of the land trust known as the Pupukea land Trust dated April 3, 1986, dated May 23, 2003, recorded as Document No. 2003-107293; and

2. By LIMITED WARRANTY DEED of FINANCE ENTERPRISES, LTD, a Hawaii corporation, and KALANI HOLDINGS, LTD, a Hawaii corporation, dated May 23, 2003, filed as Land Court Document No. 2936207, recorded as Document No. 2003-107294, and noted on Certificate of Title No. 647646

B. Pursuant to that certain Declaration of Conditions ("Declaration of Conditions") dated June 1, 2006 and recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2006-105635, Grantor agreed to convey the Property to Grantee for a State park reserve, to be kept in perpetuity for the public good in maintenance and preservation of the view planes, open space, recreational values and the cultural, historical and natural resources of Pupukea Ridge.



C. In satisfaction of Condition No. 1 set forth in said Declaration of Conditions, Grantor is conveying to Grantee and the Grantee has agreed to accept the conveyance of the Property.

Grant of the Property

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey the Property unto the Grantee, the Grantee's successors and assigns.

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

Together with additional easement being 1.481 acres, more or less, as set forth by Land Court Order No. 22150, filed January 10, 1964, being more particularly described in Exhibit "A" attached hereto and incorporated by reference.

SUBJECT TO:

1. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

DATED : June 1, 2006

RECORDED : Document No. 2006-105635

2. The land has no recorded access to a public roadway.
3. 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 Hawai'i Constitution or the Hawai'i Revised Statutes.

TO HAVE AND TO HOLD the same unto Grantee, as tenant in severalty, its successors and assigns, forever, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances except as described in Exhibit "A" attached hereto and made part hereof, which rights and restrictions shall run with the land and bind any of Grantee's successors in interest.

The Grantor, for itself, its successors and assigns, does hereby covenant and agree with Grantee, its successors and assigns, that Grantor is lawfully seised in fee simple and possessed

PUBLICLY APPROVED
Department of the
Attorney General

of the above-described land, that Grantor has a good and lawful right and title to sell and convey the same as aforesaid, and Grantor has done or suffered no act or thing whereby such premises hereby granted are encumbered, except as aforesaid; that such premises are free and clear of liens and encumbrances made or suffered by Grantor except as aforesaid; and that Grantor will and their successors and assigns shall WARRANT AND DEFEND the same unto Grantee, its 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 covenants that the Property is and shall be forever owned for the public good in the management, maintenance and preservation of the Property's scenic, view planes, open space, recreational values, and cultural, historical and natural resources and values of the Pupukea Ridge and restricted from any development or use that would impair or interfere with such resources and values. Structures, such as communication or other utility towers or poles, zip lines and wind turbines, are and shall be prohibited. Notwithstanding the foregoing, Grantee may construct improvements, such as maintenance structures and comfort stations, provided that such improvements do not detract from such resources and values and blend with the natural environment, do not exceed a height of 15 feet, are set back so that such improvements are not visible from Waimea Valley and Waimea Beach Park below. Recreational use is and shall be restricted to traversing the Property by foot or on animals, such as horses, mules or donkeys. Dogs and public hunting are not and shall not be permitted on the Property provided that Grantee may conduct ungulate control and eradication of invasive animals. Except for motor vehicles necessary for Grantee to maintain the Property and to allow for a parking area for no more than 24 motor vehicles, no other motor vehicles, including motorcycles and all terrain vehicles, and non-motorized vehicles, such as bicycles, shall be permitted to be operated or used within the Property for any other use or purpose. Any activity on or use of the Property inconsistent with the foregoing covenant is and shall be prohibited. Notwithstanding the foregoing, Grantee shall have the right to grant easements and rights-of-way and the right to grant to any public utility or governmental authority such rights-of-way over, across and under said easements for lines and other transmission facilities and appurtenances only for water and electricity serving only the Property as a state park reserve and no other properties, and the right to enter for such purposes and to repair such facilities and to trim any trees in the way of such lines; provided that any poles for electricity shall not exceed a height of 15 feet and shall not be visible from Waimea Valley and Waimea Beach Park below.

The foregoing covenant shall run with the land and with the title to the Property, in perpetuity, and shall apply to and be binding upon and inure to the benefit of the Grantee, its successors and assigns.

The Grantor shall be responsible for payment of all rollback or retroactive property taxes and their associated costs, and property taxes up to the date of execution of this Limited Warranty Deed.

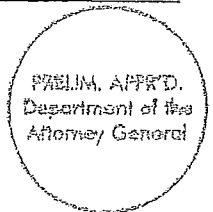
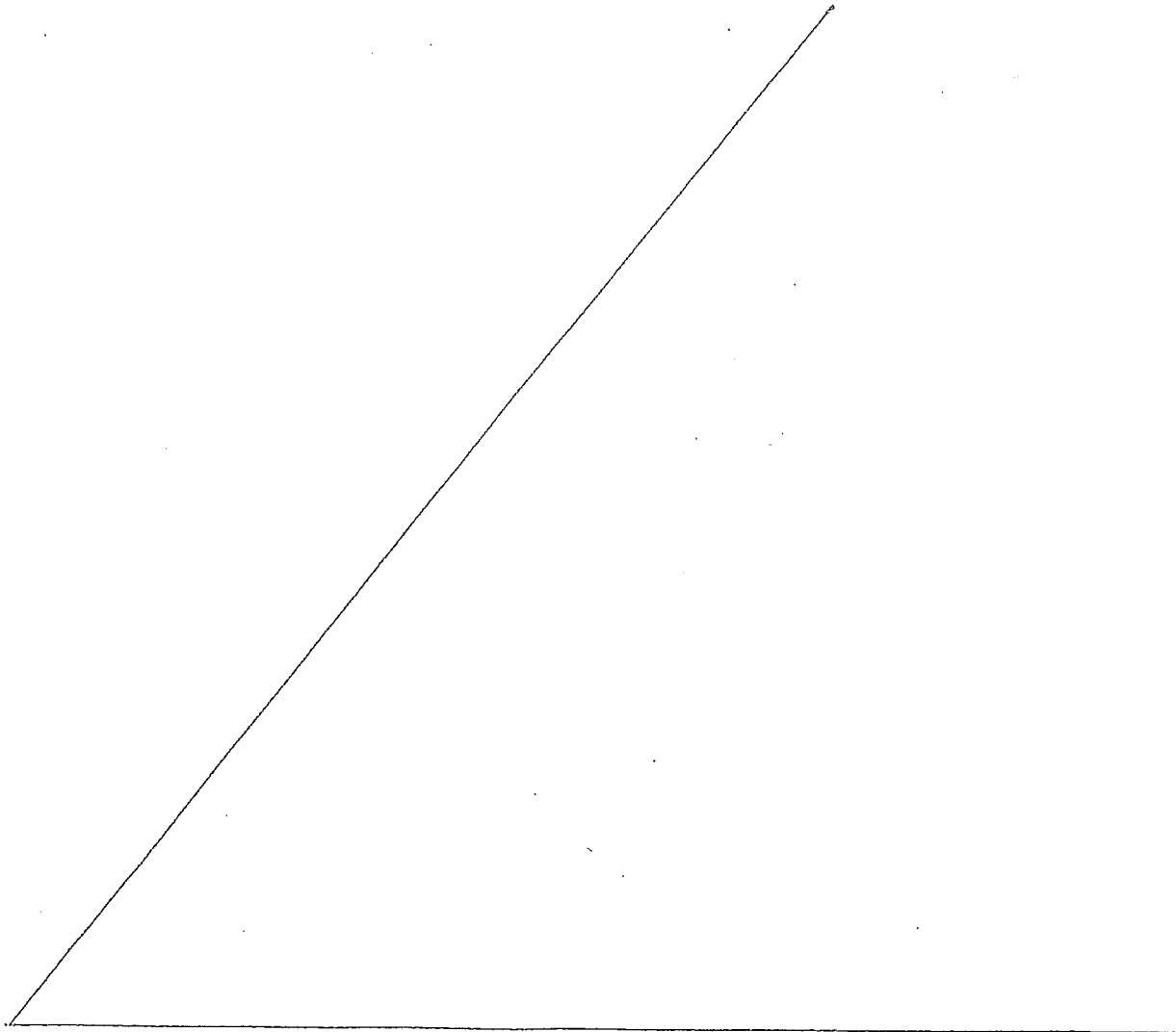
AND, Grantor shall execute affidavits, representations and the like from time to time at Grantee's request concerning Grantor's best knowledge and belief regarding the presence of hazardous materials on the Property placed or released by Grantor.

PRELIM. APP'D.
Department of the
Attorney General

AND, Grantor agrees to release, indemnify, defend, and hold Grantee harmless, from any damages and claims resulting from the release of hazardous materials on or about the Property occurring while Grantor was in possession of the Property, or elsewhere if caused by Grantor or persons acting through or under Grantor.

For the purpose of this limited warranty deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, Chapter 128D, Hawai'i Revised Statutes, as amended, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

This Instrument may be signed in counterparts, each of which will be considered as an original and which together will constitute one and the same Instrument.



Limited Warranty Deed
Grantor: A Charitable Foundation Corporation
Grantee: State of Hawai'i

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

A Charitable Foundation Corporation, a Nevada nonprofit corporation registered to do business as a foreign nonprofit corporation in the State of Hawai'i

By: David S. Druz
David S. Druz
Its: Director

Date: 12/6/18

"Grantor"

Approved by the Board of Land and Natural Resources at its meeting held on: September 14, 2018.

STATE OF HAWAII

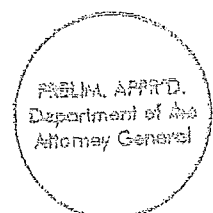
By: Suzanne D. Case
Suzanne D. Case
Chairperson
Board of Land and Natural Resources

"Grantee"

APPROVED AS TO LEGALITY, FORM, EXCEPTIONS, AND RESERVATIONS:

Cindy Y. Young
CINDY Y. YOUNG
Deputy Attorney General

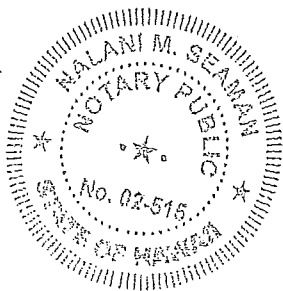
Dated: Dec. 6, 2018



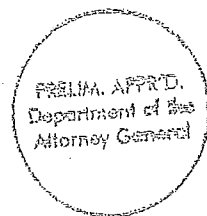
ACKNOWLEDGMENT/NOTARY CERTIFICATION

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

On this December 6, 2018, in the First Circuit of the State of Hawai'i, before me personally appeared David S. Druz, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed this 12 - page Limited Warranty Deed dated undated at time of notarization, 2018, 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.



Signature: Nalani M. Seaman
Name: Nalani M. Seaman
Notary Public, State of Hawai'i
My commission expires: October 20, 2022





STATE OF HAWAII
 SURVEY DIVISION
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
 HONOLULU

C.S.F. No. 25.698

November 15, 2018

PROPOSED
 STATE PARK RESERVE

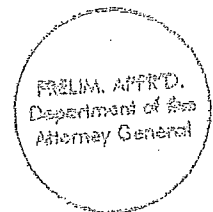
LOT A

Waialua and Koolauloa, Oahu, Hawaii

Comprised of the following:

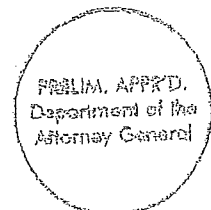
- A. Portions of Grant 5159 to L.B. Nevin and Grant 5236 to Earl K. Ellsworth, being also Lot 179 of Pupukea Highlands, File Plan 860.
- B. Portion of Grant 880 to Kaeliwai and Mahele Award 13 to Paalua, being also Lot 1-B-2 as shown on Map 8 of Land Court Application 561 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii covered by Transfer Certificate of Title 647646 issued to A. Charitable Foundation Corporation, subsequently, deregistered and recorded on June 22, 2017 as Document No. A-63820674.

Beginning at the north corner of this parcel of land, at the southwest corner of Lot 65 of Pupukea Highlands, File Plan 860, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUPUKEA" being 5732.87 feet South and 1193.96 feet West, thence running by azimuths measured clockwise from True South:-

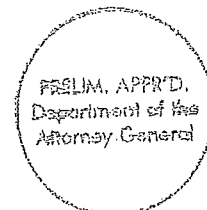


- 1. 299° 10' 197.47 feet along Lot 65 of Pupukea Highlands, File Plan 860;
- 2. 272° 20' 51.26 feet along Lot 66 of Pupukea Highlands, File Plan 860;

3. 315° 20' 477.35 feet along Lot 74 of Pupukea Highlands, File Plan 860;
4. 325° 01' 138.54 feet along Lot 144 of Pupukea Highlands, File Plan 860;
5. 342° 20' 150.00 feet along Lot 144 of Pupukea Highlands, File Plan 860;
6. 318° 00' 97.00 feet along Lot 144 of Pupukea Highlands, File Plan 860;
7. 295° 40' 250.00 feet along Lot 144 of Pupukea Highlands, File Plan 860;
8. 274° 35' 205.00 feet along Lot 144 of Pupukea Highlands, File Plan 860;
9. 296° 05' 450.00 feet along Lots 144 and 145 of Pupukea Highlands, File Plan 860;
10. 306° 15' 30" 160.67 feet along Lot 145 of Pupukea Highlands, File Plan 860;
11. 272° 15' 90.00 feet along Lot 146 of Pupukea Highlands, File Plan 860;
12. 274° 01' 30" 134.62 feet along Lots 146 and 147 of Pupukea Highlands, File Plan 860;
13. 283° 01' 30" 151.76 feet along Lots 147 and 148 of Pupukea Highlands, File Plan 860;
14. 268° 22' 174.23 feet along Lots 148 and 149 of Pupukea Highlands, File Plan 860;
15. 268° 55' 173.94 feet along Lots 149 and 150 of Pupukea Highlands, File Plan 860;
16. 265° 14' 30" 178.97 feet along Lots 150 and 173 of Pupukea Highlands, File Plan 860;
17. 308° 32' 734.45 feet along the remainders of Grant 5236 to Earl K. Ellsworth, and Grant 880 to Kaeliwei and Mahele Award 13 to Paalua;



18. 84° 08' 14" 866.64 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
19. 102° 30' 215.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
20. 109° 00' 400.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
21. 96° 30' 380.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
22. 129° 55' 30" 141.48 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
23. 33° 00' 340.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
24. 56° 30' 545.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
25. 118° 05' 37" 548.35 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
26. 109° 00' 255.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
27. 119° 45' 325.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
28. 135° 00' 228.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
29. 102° 45' 305.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
30. 140° 45' 108.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
31. 86° 30' 355.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
32. 99° 05' 05" 792.23 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;



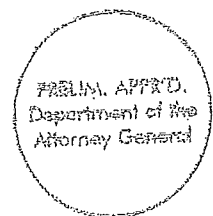
- 33. 90° 00' 233.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
- 34. 97° 30' 541.93 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
- 35. 152° 18' 80.00 feet along Lot 12-A as shown on Map 13 of Land Court Application 561;
- 36. 267° 31' 2129.68 feet along Grant 5087 to A. A. Wilson and Grant 5162 to Louis Antonie Ginaca;
- 37. 277° 17' 639.11 feet along Grant 5162 to Louis Antonie Ginaca;
- 38. 186° 22' 964.44 feet along Grant 5162 to Louis Antonie Ginaca to the point of beginning and containing an AREA OF 79.031 ACRES.

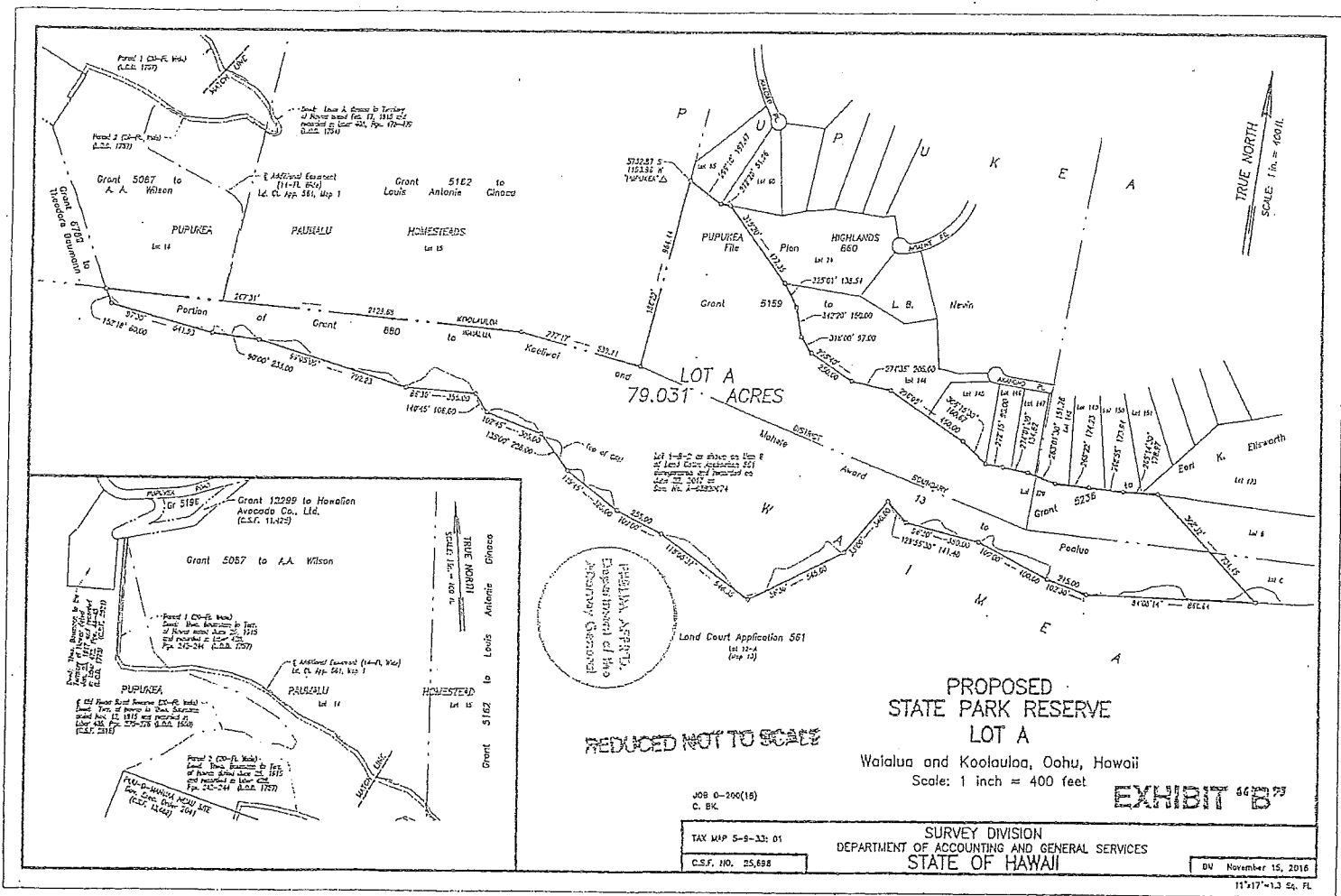
TOGETHER WITH Additional Easement (14 - Ft. Wide), as set forth by Land Court Order No. 22150 filed January 10, 1964, shown on Maps 1 and 8 of Land Court Application 561 and on plan attached hereto and made a part hereof.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Gerald Z. Yonashiro
Gerald Z. Yonashiro
Land Surveyor rk

Compiled from map and desc. furn. by Towill, Shigeoka & Associates, Inc. Said map and desc. have been checked as to form and mathematical correctness but not on the ground by the Survey Division.





TRUE NORTH
SCALE: 1 in. = 400 ft.

REDUCED NOT TO SCALE

PROPOSED
STATE PARK RESERVE
LOT A
Wai'alea and Koolauloa, Oahu, Hawaii
Scale: 1 inch = 400 feet

EXHIBIT B

JOB 0-200(18)
C. BK.

TAX MAP 5-9-32: 01
C.S.F. NO. 25,698

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

DN November 15, 2016
11*17-1.3 St. FL