Hoohana Solar Exhibit H1

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

BUREAU OF CONVEYANCES

DOCUMENT NO. Doc A 87480437

DATE - TIME 12/14/2023 10:41 AN

LAND COURT SYSTEM

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TITLE OF DOCUMENT

GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT

PARTIES TO DOCUMENT:

GRANTOR: ROBINSON KUNIA LAND LLC, a Hawaii limited liability

company

GRANTEE: STATE OF HAWAII, DEPARTMENT OF AGRICULTURE

Tax Map Key No. (1) 9-4-003-001

GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT

THIS INDENTURE, made on Nov. 15,2023 by and between ROBINSON KUNIA LAND LLC, a Hawaii limited liability company, whose mailing address is 1100 Alakea Street, Suite 600, Honolulu, HI 96821, hereinafter referred to as the "Grantor," and the STATE OF HAWAII, by its Board of Agriculture, whose address is 1428 South King Street, Honolulu, Hawaii 96814-2512, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

The Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), the receipt of which is hereby acknowledged, and of the terms, conditions, and covenants herein contained, and on the part of the Grantee to be kept, observed, and performed, does hereby grant unto the Grantee, the following non-exclusive easement rights:

Right, privilege, and authority to operate, maintain, construct, rehabilitate, renovate, and repair the underground pipeline and its related facilities to transmit water from the Waiahole Ditch to Tax Map Key No. (1) 9-4-002-080 ("State Agricultural Park"), pursuant to sections 167-5 and 167-6, Hawaii Revised Statutes,

in, over, under and across Easement IRR-1 as shown in Exhibit "A" attached hereto and made parts hereof, which Easement is situate on lands at Hoaeae and Waikele, Ewa, Oahu, State of Hawaii, being Lot C, as shown on Subdivision map prepared by Robert W. Cunningham, Land Surveyor, with Belt Collins Hawaii Ltd., dated April 16, 2003, and approved by the Department of Planning and Permitting, city and County of Honolulu, on April 17, 2003 (Subdivision file No. 2003/SUB-77) and a portion of which Easement overlaps Easement 1 (FP 2147, for access and utility purposes, TOGETHER WITH the rights of ingress and egress to and from the Easement for purposes in connection with the rights hereby granted, provide such ingress and egress does not interfere with Grantor's use of such areas adjacent to such Easement.

TO HAVE AND TO HOLD the Easement and easement rights unto the Grantee, its successors and assigns; SUBJECT HOWEVER, to existing easements, including Easement 1 (F.P. 2147), and the following terms, conditions and covenants:

- 1. The term of this Easement shall be perpetual unless sooner terminated as hereinafter provided.
 - 2. The Easement shall be used solely for water line

purposes to transmit water from the Waihaole ditch system to the State Agricultural Park.

- 3. The water line and other improvement to the Easement shall be underground at least 4 feet below the natural grade of the easement area.
- 4. This Easement shall terminate upon satisfaction of any one of the following conditions: (1) said Easement is not necessary to transmit water from the Waiahole ditch to the State Agricultural Park, (2) water from the Waiahole ditch is no longer available to transmit from the Waiahole ditch to the State Agricultural Park and (3) said Easement has not transmitted water from Waiahole ditch to the State Agricultural Park for five consecutive years following the start of water transmission. Upon termination of the Easement, the easement areas and Grantee's improvements in the Easement shall be surrendered to Grantor.
- 4. The Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the Easement, provided, however, that the rights herein reserved shall not be exercised by the Grantor in a manner which interferes unreasonably with the Grantee in the use of the easement areas for the purposes for which this easement is granted.
- 5. All improvements placed in or upon the easement areas by the Grantee shall be done without cost or expense to the Grantor and shall remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee at any time.
- 6. Upon completion of any work performed in or upon the easement areas, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement areas in a clean and sanitary condition satisfactory to the Grantor.
- 7. The Grantee shall keep the easement areas and their improvements thereon in a safe, clean, sanitary, and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Easement.
- 8. Grantor and the users of Grantor's property shall not be responsible for any damage to the Grantee improvements that may arise from use of Grantor's property, including the Easement.
- 9. Should future development or use of the Easement area by the Grantor necessitate, in Grantor's sole judgment, relocation of the easement granted herein, or any portion thereof, the

relocation shall be accomplished at the Grantee's own cost and expense; provided, however, that if other lands of the Grantor are available, the Grantor will grant to the Grantee without payment of any monetary consideration, a substitute easement of similar width within the reasonable vicinity of the original alignments, which substitute easement shall be subject to the same terms and conditions as that herein granted.

11. Upon termination of the use of the Easement, easement areas and Grantee's improvements in the Easement by Grantee, the Easement, or portions thereof, shall be surrendered to Grantor.

IN WITNESS WHEREOF Grantor and Grantee have caused this Indenture to be executed as of the day, month, and year first above written.

ROBINSON KUNIA LAND LLC, a Hawaii limited liability company

By TRUSTEES UNDER THE WILL AND OF THE ESTATE OF MARK ALEXANDER ROBINSON, DECEASED

Its Manager

James B. Hallstrom, J

Truste

Bv

William Rhett Taber

Trustee

Allan Zawtocki

Trustee

Robinson Kunia Land LLC

By: CAROLINE J. ROBINSON LLC

Its: Manager

By:

Name: Roger Mac.

6. Ruel

Its: Manager

By:

Name: Patricia Kehau Wall

Its: Manager

Robinson Kunia Land LLC

By: J.L.P. ROBINSON LLC

Its: Manager

By:

Name: JOHN MARGAN

Its: Manager

Ву:

Name: JOHN

TAMULONIS

Its: Manager

By:

Namé: MARK A. ROBINSON III

Its: Manager

GRANTOR

STATE OF HAWAII

By

Sharon Hurd Chairperson

Board of Agriculture

GRANTEE

APPROVED AS TO FORM:

LA A VO Deputy Attorney General

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

On this 30 day of , 2023, before me personally appeared WILLIAM RHETT TABER, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This 17 page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated Undated at signing , 2023, was subscribed and sworn to before me on the date first shown above in the First Circuit Court of the State of Hawaii.

Print name: Susan Gall

17-Work Eye Public, State of Hawaii.

05/21/2025

STATE OF HAWAII CITY AND COUNTY OF HONOLULU)) SS:)
who, being by me duly sworn or that such person executed the act and deed of such person	of June, 2023, before ZAWTOCKI, to me personally known, affirmed, did say and acknowledge foregoing instrument as the free and if applicable in the capacity sized to execute such instrument in
EXCLUSIVE WATERLINE EASEMENT	N: This 17 page GRANT OF NON-dated Undoted at signing, 2023, was a me on the date first shown above the State of Hawaii
	Note: Susan Gall Note: Pablic, State of Hawaii. 691-14 * = 100 10

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

On this 30 day of MAY , 2023, before me personally appeared JAMES E. HALLSTROM, JR., to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This 17 page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated Undated at signing , 2023, was subscribed and sworn to before me on the date first shown above in the First Circuit Court of the State of Hawaii

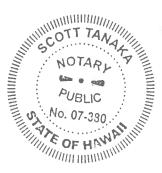
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wommission expires:

STATE OF HAWAII)				
)	SS:			
COUNTY OF MAUI)				
	154					
On this	(-	day of	June	,	2023,	before

me personally appeared ROGER MACARTHUR, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated $\frac{17}{\text{NOT DATED AT}}, 2023, \text{ was subscribed and sworn to before me on the date first shown above in the Second Circuit Court of the State of Hawaii}$



Type or Print name: SCOTT TANAKA

Notary Public, State of Hawaii.

My commission expires: MAR 2 5 2026

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU)
On this, day of, 2023, before
me personally appeared PATRICIA KEHAU WALL, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This 17 page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated Undated signing, 2023, was subscribed and sworn to before me on the date first shown above in the First Circuit Court of the State of Hawaii
Willia Gy Fint name: Susan Gall
Myrcommission expires: 17-159 ** ** ** ** ** ** ** ** ** ** ** ** *

STATE OF HAWAII) SS:
CITY AND COUNTY OF HONOLULU)
On this day of, 2023, before
me personally appeared JOHN MORGAN, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This 17 page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated Undated signing , 2023, was subscribed and sworn to before me on the date first shown above in the First Circuit Court of the State of Hawaii
Public, State of Hawaii. OTATA DOMENISSION expires: OTATA DOMENIS DOMENI

STATE OF	OREGON)				
COUNTY OF	Lane)	SS:			
	On this	6th	day of	June	,	2023,	before

me personally appeared JOHN TAMULONIS, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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.



Type or Print name: Shawa Solmon

Notary Public, State of Oregon.

My commission expires: May 13th 2024

STATE OF HAWAII) SS:
CITY AND COUNTY OF HONOLULU)
On this 31 day of MAY , 2023, before
me personally appeared MARK A. ROBINSON III, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge 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 CERTIFICATION: This 17 page GRANT OF NON-EXCLUSIVE WATERLINE EASEMENT dated Undated signing, 2023, was subscribed and sworn to before me on the date first shown above in the First Circuit Court of the State of Hawaii
My commission expires: OTAR OTAR OF HAMILIAN OF Print name: Susan Gall My commission expires: O5/21/2025

