



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 10, 2012 8:01 AM

Doc No(s) T-8379212

on Cert(s) 1052192

Issuance of Cert(s) 1052193



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 4/6
B-32174190

DML

Conveyance Tax: \$15000.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (☒) Pickup (☐) To:

OFFICE OF HAWAIIAN AFFAIRS
C/O SHERYL L. NICHOLSON
ALSTON HUNT FLOYD & ING (1) 7-1-001:008
1001 BISHOP ST STE 1800 (1) 7-1-001:025
HONOLULU HI 96813 (1) 7-1-001:026

TGOH: 201205100-5
TGES: T2-101-0241
BARBARA PAULO
Total pages: 11

WARRANTY DEED

THIS WARRANTY DEED is made as of this 10th day of December, 2012, by **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, whose principal place of business and post office address is 101 Montgomery Street, 9th Floor, San Francisco, CA 94104, hereinafter called the "**Grantor**," in favor of **OFFICE OF HAWAIIAN AFFAIRS**, a body corporate and an instrumentality of the State of Hawai'i, whose principal place of business and post office address is 711 Kapi'olani Boulevard, Suite 500, Honolulu, Hawai'i 96813, hereinafter called the "**Grantee**."

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby:

(i) grant, bargain, sell and convey unto the Grantee, all of that certain real property described in **Exhibit A** attached hereto and made a part hereof, other than Lot 24, and

(ii) Release, remise and quitclaim unto the Grantee all of that certain real property described as Lot 24 in said **Exhibit A**;

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (☒) Pickup (☐) To:

Tax Map Key Nos.: (1) 7-1-001:008
 (1) 7-1-001:025
 (1) 7-1-001:026

TGOH: 201205100
 TGES: T2-101-0241
 BARBARA PAULO
 Total pages: _____

4

WARRANTY DEED

THIS WARRANTY DEED is made as of this _____ day of _____, 20__, by **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, whose principal place of business and post office address is 101 Montgomery Street, 9th Floor, San Francisco, CA 94104, hereinafter called the "**Grantor**," in favor of **OFFICE OF HAWAIIAN AFFAIRS**, a body corporate and an instrumentality of the State of Hawai'i, whose principal place of business and post office address is 711 Kapi'olani Boulevard, Suite 500, Honolulu, Hawai'i 96813, hereinafter called the "**Grantee**."

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby:

(i) grant, bargain, sell and convey unto the Grantee, all of that certain real property described in **Exhibit A** attached hereto and made a part hereof, other than Lot 24, and

(ii) Release, remise and quitclaim unto the Grantee all of that certain real property described as Lot 24 in said **Exhibit A**;

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

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee forever, other than said Lot 24.

AND, in consideration of the premises, the Grantor, for itself and its successors and assigns, does hereby covenant with the Grantee and its successors and assigns, that other than with respect to Lot 24, the Grantor has good right to convey the fee interest in said property, that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes which are to be prorated between the parties as of the date of recordation of this Deed, and except as may herein be specifically set forth; and that the Grantor will WARRANT AND DEFEND the same unto the Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Grantor under this paragraph and under this conveyance shall be limited to the extent of Grantor's recourse against Grantor's predecessors in interest and Grantor's actual title insurance coverage, if any, and Grantor shall have no other liability hereunder and Grantee shall have no recourse against any assets of Grantor other than Grantor's rights against predecessors in interest and title insurance coverage. Grantor hereby assigns to Grantee all rights of Grantor to recover from Grantor's predecessors in interest under warranties and covenants of title.

All of the property hereby conveyed is being sold by the Grantor to the Grantee "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS, WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HISTORY, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR A PARTICULAR PURPOSE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby releases Grantor from any claims or rights that Grantee now has or may have in the future with respect to all such faults and defects, except as expressly preserved in that certain unrecorded Agreement to Purchase and Sell between Grantor and Grantee dated August 9, 2012; provided, however, that nothing in this release or in such Agreement to Purchase and Sell shall be deemed to contravene any of the warranties provided by Grantor to Grantee in the preceding paragraph of this deed.

AND, SUBJECT FURTHER, to the restrictions and conditions prescribed in Section 205-4.5 of the Hawai'i Revised Statutes, as amended ("**HRS § 205-4.5**"), which shall run with the land as and to the extent provided in HRS § 205-4.5.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals, partnerships, limited liability companies or corporations and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

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

GRANTOR:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit corporation

By: _____

shue tily
Tily Shue, Senior Counsel

GRANTEE:

OFFICE OF HAWAIIAN AFFAIRS, a body
corporate and an instrumentality of the State of
Hawai'i

By: _____

Title: _____

Date: _____, 20__

APPROVED AS TO FORM AND CONTENT:

Corporate Counsel for the Office of Hawaiian
Affairs

Date: _____, 20__

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals, partnerships, limited liability companies or corporations and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

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

GRANTOR:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit corporation

By: _____
Tily Shue, Senior Counsel

GRANTEE:

OFFICE OF HAWAIIAN AFFAIRS, a body
corporate and an instrumentality of the State of
Hawai'i

By: Kamano M. Crabbe
Kamano M. Crabbe

Title: Ka Pouhana, CEO, Office of Hawaiian
Affairs

Date: November 30, 2012

APPROVED AS TO FORM AND CONTENT:

Ernest M. Kawa
Corporate Counsel for the Office of Hawaiian
Affairs

Date: November 30, 2012

ACKNOWLEDGMENT

State of California


County of San Francisco

On December 3, 2012 before me, Hsiao-Wen Shih,
 Notary Public, personally appeared Tily Shue, who proved
 to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
 the within instrument and acknowledged to me that he/she/they executed the same in
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

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

On this 30th day of November, 2012, before me personally appeared Kamana'opono M. Crabbe and _____, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that such persons executed such instrument as the free act and deed of such persons and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Momilani Lazo

Print Name: Momilani Lazo

Notary Public, State of Hawai'i

My commission expires: 9-3-2014

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Warranty Deed

Doc. Date: unknown

No. of Pages: 10 Jurisdiction: First Circuit
 (in which notarial act is performed)

Momilani Lazo November 30, 2012
 Signature of Notary Date of Notarization and
 Certification Statement

Momilani Lazo

Printed Name of Notary



EXHIBIT A TO WARRANTY DEED

Legal Description of the Property

All of those certain parcels of land situate at Wahiawa, City and County of Honolulu, State of Hawaii, described as follows:

LOTS:	AREA:
LOT 23	4.074 acres, more or less, as shown on Map <u>39</u> ;
LOT 25	0.630 acres, more or less, as shown on Map <u>39</u> ;

-Note:- Lot 23 and 25 are covered by Tax Map Key (1) 7-1-001- portion 025.

LOT 22	263.3016 acres, more or less, as shown on Map <u>39</u> ;
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LOT 1-H-1-A-2	57.3739 acres, more or less, as shown on Map <u>14</u> ;
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-Note:- Lot 22 and Lot 1-H-1-A-2 are covered by Tax Map Key (1) 7-1-001- portion 008.

LOT 21	186.160 acres, more or less, as shown on Map <u>39</u> ;
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-Note:- Lot 21 is covered by Tax Map Key (1) 7-1-001- portion 026.

filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 262 of Hawaiian Trust Company, Limited, Trustee under the Will and of the Estate of George Galbraith, deceased.

Being the land(s) described in Transfer Certificate of Title No. 1,052,192 issued to The Trust for Public Land, a California nonprofit public benefit corporation.

LOT 24	5.000 acres, more or less, as shown on Map <u>39</u>
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filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 262 of Hawaiian Trust Company, Limited, Trustee under the Will and of the Estate of George Galbraith, deceased.

Being the land(s) described in:

1. Transfer Certificate of Title No. 1,052,142 issued to The Trust for Public Land, a California nonprofit public benefit corporation.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. -AS TO LOTS 25, 22, 1-H-1-A-2 AND 21:-

Easements of right-of-way in favor of HAWAIIAN ELECTRIC COMPANY, INC., for utility purposes, being easement for guy wires and anchors, and for wire lines (25 feet wide), as set forth by FINAL ORDER OF CONDEMNATION (Civil No. 4410), dated January 13, 1959, filed as Land Court Document No. 252179, and also shown on Right-of-Ways Maps 58-127A and 1006-665A attached thereto.

3. -AS TO LOT 23 AND 25:-

Rights of others who may have easement or access rights in said Lot.

4. -AS TO LOT 24:-

FINAL ORDER OF CONDEMNATION (Civil No. 91-2040-06) dated January 15, 1992, filed as Land Court Document No. 1887053, in favor of the STATE OF HAWAII, by its Attorney General, condemned for public purposes and use, preservation and maintenance of an historically significant site, the Kukaniloko Birthstone Site, being more particularly described as follows:

PROPOSED KUKANILOKO BIRTHSTONE SITE
PARCEL A
AND PERPETUAL NON-EXCLUSIVE ACCESS ROAD EASEMENT
Wahiawa, Oahu, Hawaii

PROPOSED KUKANILOKO BIRTHSTONE

PARCEL A

Comprising the following:

- A. All of Lots 1-B-1-B as shown on Map 13 of Land Court Application 262;
- B. Portion of Lot 1-B-1-A-1 as shown on Map 28 of Land Court Application 262;
- C. Portion of Lot 1-E-1 as shown on Map 4 of Land Court Application 262;
- D. Portion of Lot 1-H-1-A-1 as shown on Map 14 of Land Court Application 262;

Beginning at the southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station, "MAILI" running by azimuths measured clockwise from true South:

- | | | |
|-------------|--------|---|
| 1. 67° 31' | 605.00 | feet along the remainder of Lot 1-H-1-A-1 as shown on Map <u>14</u> of Land Court Application 262; |
| 2. 157° 31' | 360.00 | feet along the remainders of Lot 1-H-1-A-1 as shown on Map <u>14</u> , Lot 1-E-1 as shown on Map <u>4</u> and Lot 1-B-1-A-1 as shown on Map <u>28</u> of Land Court Application 262; |
| 3. 247° 31' | 605.00 | feet along the remainder of Lot 1-B-1-A-1 as shown on Map <u>28</u> of Land Court Application 262; |
| 4. 337° 31' | 360.00 | feet along the remainders of Lot 1-B-1-A-1 as shown on Map <u>14</u> , Lot 1-E-1 as shown on Map <u>4</u> and Lot 1-H-1-A-1 as shown on Map <u>28</u> of Land Court Application 262 to the point of beginning and containing an area of 5.00 acres, more or less. |

PERPETUAL NON-EXCLUSIVE ACCESS ROAD EASEMENT

Being a portion of Lot 1-E-1 as shown on Map 4 of Land Court Application 262.

Beginning at the northeast corner of this easement and on the southwest side of Kamehameha Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MAILI" being 5,847.70 feet south and 20,287.15 feet east, thence running by azimuths measured clockwise from true South:

1. 312° 39' 42.60 feet along the southwest side of Kamehameha Highway;
2. 62° 47' 695.00 feet along Lot 1-H-1-A-1 as shown on Map 14 of Land Court Application 262;
3. 157° 31' 40.14 feet along Parcel A of the Proposed Kukaniloko Birthstone Site;
4. 242° 47' 677.03 feet along Lot 1-B-1-A-1 as shown on Map 28 of Land Court Application 262 to the point of beginning and containing an area of 0.630 acres, more or less.

-NOTE:- Land Court Order T-8228309 filed on July 12, 2012, sets forth the consolidation and resubdivision of the land pursuant to the above Final Order of Condemnation. The order makes reference to presentation of proper deeds of transfer to the Assistant Registrar to complete the condemnation. Title Guaranty of Hawaii, Inc. is unable to locate recordation of said deeds.

5. -AS TO LOT 25:-

A. DESIGNATION OF EASEMENT "V"

PURPOSE : access

SHOWN : on Map 39, as set forth by Land Court Order No. T-8228309 filed on July 12, 2012.

B. Access Rights over Easement "V", in favor of Lot 24 as set forth by Land Court Order No. T-8228309 filed on July 12, 2012.

6. 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.

7. Any matters which an archaeological study would disclose.

8. Utility Poles and encroachments, if any, located along Kamehameha Highway, Kaukonahua Road, Kamananui Road, Whitmore Avenue and Wilikina Drive which an ALTA Survey would disclose.

9. 10 Terms and conditions contained in Warranty Deed dated December, 2012, in favor of The Trust for Public Land filed in the Office of the Registrar of the Land Court of the State of Hawaii as Document No. T-8379210

_____.

10. Terms and Conditions contained in Grant of Conservation Easement dated _____, 2012, in favor of the City and County of Honolulu, filed in the Office of the Registrar of the Land Court of the State of Hawaii as Document No. _____