

419



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

October 04, 2017 8:01 AM

Doc No(s) A-64860321



1 2/2 ICL  
B-33059573

/s/ LESLIE T. KOBATA  
REGISTRAR

Conveyance Tax: \$5,850.00

g

Return by Mail (x) Pickup ( )

NSHE HI NARCISSUS LLC  
60 E Rio Salado Pkwy  
Suite 1103  
Tempe, AZ 85281

TG: 201734760 -5  
TGE: 21017099046  
Jeremy Trueblood

RS  
2

This document contains 3 pages

Tax Map Key No.: (1) 6-2-007-019

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED (this "**Deed**") is entered into as of Sept 29, 2017, by and between **GILBERT K. KAWAMATA, Trustee of the Gilbert K. Kawamata Revocable Trust Agreement dated May 27, 2016**, with powers to sell, mortgage, lease, etc., subject to the provisions of H.R.S. Section 509-2, whose address is 66-532 B Kamehameha Highway, Haleiwa, Hawaii 96712 ("**Gilbert Kawamata Trust**"), **KATHERINE K. KAWAMATA, Trustee of the Katherine K. Kawamata Revocable Trust Agreement dated May 27, 2016**, with powers to sell, mortgage, lease, etc., subject to the provisions of H.R.S. Section 509-2, whose address is 66-532 B Kamehameha Highway, Haleiwa, Hawaii 96712 ("**Katherine Kawamata Trust**"), **CAROLYN M. KAWAMATA, Sole Trustee of the James K. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000**, with powers to sell, mortgage, lease, etc., whose address is 1977 Kinipono Street, Wahiawa, Hawaii 96786 (the "**James Kawamata Trust**"), **CAROLYN M. KAWAMATA, Sole Trustee of the Carolyn M. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000**, with powers to sell, mortgage, lease, etc., whose address is whose address is 1977 Kinipono Street, Wahiawa, Hawaii 96786 (the "**Carolyn Kawamata Trust**") (the Gilbert Kawamata Trust, the Katherine Kawamata Trust, the James Kawamata Trust and the Carolyn Kawamata Trust are collectively, "**Grantor**"), and **NSHE HI NARCISSUS, LLC**, a Hawaii limited liability company, whose address is 60 E Rio Salado Parkway, Suite 1103, Tempe, Arizona 85281 ("**NSHE Narcissus**"), and **NSHE HI SUNFLOWER, LLC**, a Hawaii limited liability company, whose address is 60 E Rio Salado Parkway, Suite 1103, Tempe, Arizona 85281 ("**NSHE Sunflower**") (NSHE Narcissus and NSHE Sunflower are collectively, "**Grantee**").

**WITNESSETH :**

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenants in common in equal shares, the following:

ALL of that certain parcel of land situate at Paalaa, District of Waialua, City and County of Honolulu, State of Hawaii (the "**Property**"), described in Exhibit "A" attached hereto and made a part hereof;

AND the reversions, remainders, rents, issues and profits thereof, together with all 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;

SUBJECT, HOWEVER, to all encumbrances described in said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns, forever, subject to the encumbrances mentioned in said Exhibit "A".

AND for the consideration aforesaid, Grantor for itself and its successors in trust, hereby covenants and agrees with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded or as provided in this Deed or as shown in said Exhibit "A", and that Grantor will warrant the foregoing unto Grantee, against the lawful claims and demands of all persons claiming by, through or under Grantor except as aforesaid.

AND, in consideration of the premises, Grantee, for itself and its successors and assigns, hereby acknowledges that, Grantee is aware, understands and agrees that the Property is being conveyed by Grantor, to the Grantee "AS-IS" and "WHERE IS" without any warranty or representation whatsoever.

The obligations and liability of Grantor under this Deed are not personally binding upon nor shall resort be had to the private property of any trustee of Grantor; but only the property of the trust estate shall be bound. Such trustee or trustees are executing this Deed in their respective fiduciary capacities and not in their respective individual capacities.

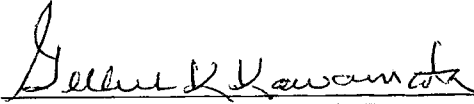
The term "Grantor" as and when used herein shall mean and include the Grantor named above and the Grantor's successors in trust and assigns, and the term "Grantee" as and when used herein shall mean and include the Grantee named above and the Grantee's successors and assigns; where there is more than one Grantor or Grantee, the use of the singular herein shall be construed to include the plural wherever the context shall so require; and the use of any gender shall include all genders.

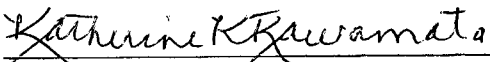
This Deed may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument, binding upon Grantor and Grantee, notwithstanding that the Grantor and Grantee are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

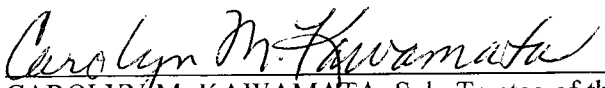
*(See next page for signatures)*

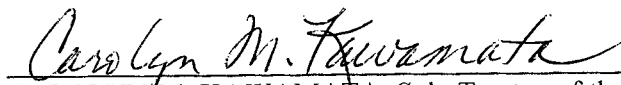
IN WITNESS WHEREOF, Grantor and Grantee have executed these presents as of the day and year first above written.

**GRANTOR:**

  
GILBERT K. KAWAMATA, Trustee of the Gilbert K. Kawamata Revocable Trust Agreement dated May 27, 2016

  
KATHERINE K. KAWAMATA, Trustee of the Katherine K. Kawamata Revocable Trust Agreement dated May 27, 2016

  
CAROLYN M. KAWAMATA, Sole Trustee of the James K. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000


  
CAROLYN M. KAWAMATA, Sole Trustee of the Carolyn M. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000

*[signatures continued on the next page]*

**GRANTEE:**


NSHE HI NARCISSUS, LLC, a Hawaii limited liability company

By National Safe Harbor Exchanges  
Its Member

By   
Name: Paula Sanchez  
Its: Asst VP

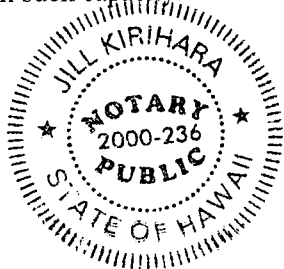
NSHE HI SUNFLOWER, LLC, a Hawaii limited liability company

By National Safe Harbor Exchanges  
Its Member

By   
Name: Paula Sanchez  
Its: Asst VP

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

On this \_\_\_\_\_ day of SEP 29 2017, 2017, before me personally appeared GILBERT K. KAWAMATA, Trustee of the Gilbert K. Kawamata Revocable Trust Agreement dated May 27, 2016, 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.

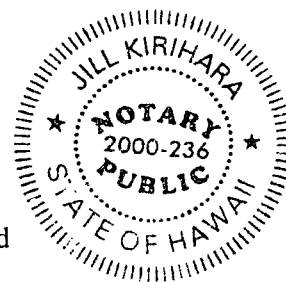


Signature: \_\_\_\_\_  
Name: Jill KiriHara  
Notary Public, State of Hawaii

My commission expires: JILL KIRIHARA  
Expiration Date: May 28, 2020

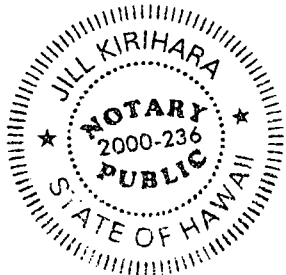
(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Limited Warranty Deed	
Doc. Date: <u>undated</u>	
No. of Pages: <u>13</u>	Jurisdiction: First Circuit (in which notarial act is performed)
<u>[Signature]</u>	<u>SEP 29 2017</u>
Signature of Notary	Date of Notarization and Certification Statement
<u>Jill KiriHara</u>	
Printed Name of Notary	(Official Stamp or Seal)



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

On this \_\_\_\_\_ day of SEP 29 2017, 2017, before me personally appeared KATHERINE K. KAWAMATA, Trustee of the Katherine K. Kawamata Revocable Trust Agreement dated May 27, 2016, 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.



Signature: \_\_\_\_\_  
Name: Jill KiriHara  
Notary Public, State of Hawaii

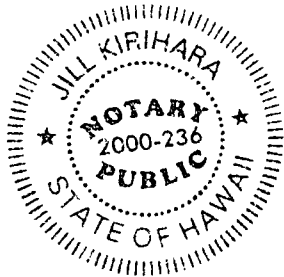
My commission expires: JILL KIRIHARA  
~~Expiration Date: May 28, 2020~~

(Official Stamp or Seal)

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Doc. Date: <u>Undated</u>	
No. of Pages: <u>13</u>	Jurisdiction: First Circuit (in which notarial act is performed)
Signature of Notary _____ Jill KiriHara	<u>SEP 29 2017</u> Date of Notarization and Certification Statement
Printed Name of Notary	 (Official Stamp or Seal)

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

On this \_\_\_\_\_ day of SEP 29 2017, 2017, before me personally appeared CAROLYN M. KAWAMATA, Sole Trustee of the James K. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000, 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.



Signature: [Handwritten Signature]  
Name: Jill Kirihara  
Notary Public, State of Hawaii

My commission expires: JILL KIRIHARA  
~~Expiration Date: May 28, 2020~~

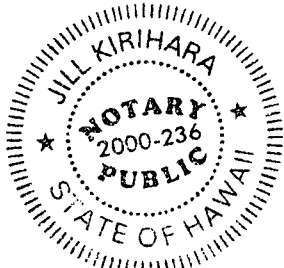
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Signature of Notary <u>[Handwritten Signature]</u>	Date of Notarization and Certification Statement
Jill Kirihara	(Official Stamp or Seal)
Printed Name of Notary	



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

On this \_\_\_\_\_ day of SEP 29 2017, 2017, before me personally appeared CAROLYN M. KAWAMATA, Sole Trustee of the Carolyn M. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000, 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.

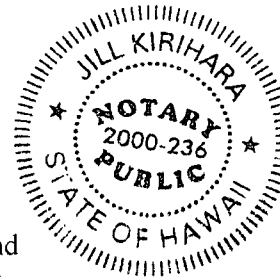


Signature: [Signature]  
Name: Jill KiriHara  
Notary Public, State of Hawaii

My commission expires: JILL KIRIHARA  
~~Expiration Date: May 28, 2020~~

(Official Stamp or Seal)

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Document Identification or Description: Limited Warranty Deed	
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Signature of Notary	Date of Notarization and Certification Statement
<u>Jill KiriHara</u>	
Printed Name of Notary	(Official Stamp or Seal)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On 09/28/17 before me, C Molotla, Notary Public,  
(Here insert name and title of the officer)

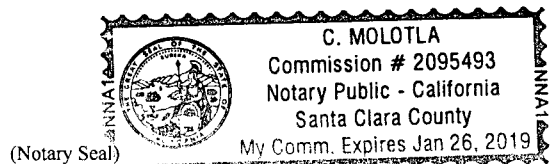
personally appeared Paulo Sanchez

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.

C. Molotla  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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State of California

County of Santa Clara

On 09/28/17 before me, C Molotla, Notary Public,  
(Here insert name and title of the officer)

personally appeared Paulo Sanchez

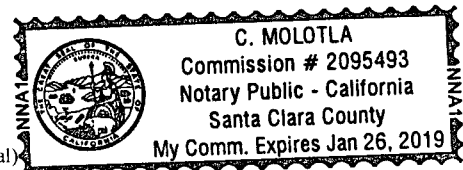
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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C Molotla  
Signature of Notary Public

(Notary Seal)



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\_\_\_\_\_  
(Additional information)

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- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT "A"

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 906, Land Commission Award Number 2939, Apana 1 to Kahoohalahala) situate, lying and being on the easterly side of Kamehameha Highway about 1,000 feet northerly from Weed Junction at Paalaa, District of Waialua, City and County of Honolulu, State of Hawaii, and thus bounded and described:

Beginning at a pipe at the northwest corner of this piece of land and on the easterly side of Kamehameha Highway, the coordinates of said point of beginning referred to Government Survey Triangulation "PUAENA NEW" being 8,642.65 feet south and 345.71 feet east, and running by true azimuths measured clockwise from true South:

- |    |      |         |        |   |
|----|------|---------|--------|---|
| 1. | 279° | 20'     | 62.30  | feet to a pipe;   |
| 2. | 239° | 30'     | 8.90   | feet to a pipe;   |
| 3. | 285° | 43'     | 8.71   | feet to a "+" cut on rock wall;   |
| 4. | 358° | 16' 30" | 122.27 | feet along R. P. 895, L. C. Aw. 2920, Ap. 2 to Hika to a pipe, the true azimuth and distance from an old spike in monkeypod tree stump being 232° 18' 30" 23.19 feet;     |
| 5. | 83°  | 27' 30" | 107.44 | feet along the northerly side of 12-foot roadway to a pipe, the true azimuth and distance from a highway monument (brass pin in concrete) being 192° 21' 30" 406.41 feet; |
| 6. | 190° | 10'     | 144.68 | feet along the easterly side of Kamehameha Highway to the point of beginning and containing an area of 12,047 square feet or 0.277 acre, more or less.                    |

Said above described parcel of land having acquired as follows:

1. By GILBERT K. KAWAMATA, Trustee of the Gilbert K. Kawamata Revocable Trust Agreement dated May 27, 2016, as to an undivided 30% interest, and KATHERINE K. KAWAMATA, Trustee of the Katherine K. Kawamata Revocable Trust Agreement dated May 26, 2016, as to an undivided 30% interest, by WARRANTY DEED of GILBERT KATSUMI KAWAMATA and KATHERINE KATSUYO KAWAMATA, husband and wife, dated May 27, 2016, recorded as Document No. A-60080598; and

EXHIBIT A

Page 1 of 2

2. By JAMES K. KAWAMATA and CAROLYN M. KAWAMATA, Co-Trustees of the James K. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000, as to an undivided 20% interest, and CAROLYN M. KAWAMATA and JAMES K. KAWAMATA, Co-Trustees of the Carolyn M. Kawamata Revocable Living Trust, an unrecorded trust dated March 4, 2000, as to an undivided 20% interest, by QUITCLAIM DEED of JAMES KIYOSHI KAWAMATA, husband of Carolyn M. Kawamata, dated March 4, 2000, recorded as Document No. 2000-043432.

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.