

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

April 26, 2024

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Oahu

Consent to Assign the Undivided Interest of Homestead Lease No. 51 as to TMK No. (1) 5-4-007:001 from the heirs of Margaret D. Perez - William Borges Perry, Jr. by Personal Representative Betty J. Perry, Gordon Perry, Patrick Perry, Iolanda Perry, Zachary Perry, Joseph Perry, and George Perry, as Assignors, to Jeremy Perry, as Assignee; and Consent to Assign a One-Seventh (1/7<sup>th</sup>) Interest of Homestead Lease No. 51 as to TMK No. 5-4-007:017 from William Borges Perry, Jr. by Personal Representative Betty J. Perry, as Assignor, to Jeremy Perry, as Assignee; Hauula, Koolauloa, Oahu, Tax Map Keys: (1) 5-4-007:001 & 017.

APPLICANT:

Jeremy Perry, as Assignee

LEGAL REFERENCE:

Section 171-99(e), Hawaii Revised Statutes.

LOCATION:

Portion of Government lands situated at Hauula, Koolauloa, Oahu, identified by Tax Map Keys: (1) 5-4-007:001 & 017, as shown on the attached map labeled Exhibit A.

AREA:

TMK No. (1) 5-4-007:001:	0.483 acre, more or less
TMK No. (1) 5-4-007:017:	0.269 acre, more or less
Total:	0.752 acre, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act  
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: YES \_ NO X

CHARACTER OF USE:

Homestead purposes.

TERM OF CERTIFICATE OF OCCUPATION:

Nine hundred ninety-nine (999) years, commencing on July 11, 1945.

REMARKS:

On July 11, 1945, the Territory of Hawaii issued Homestead Lease No. 51 to George M. Kananui containing 0.74 acre, more or less, in Hauula, Oahu, identified as TMKs: (1) 5-4-007:001 & 017.

George M. Kananui was married to Josephine N. Kananui. George and Josephine had three children: Mary Mahiai, Clifton N. W. Kananui, and Margaret D. Perez.

On May 11, 1955, George M. Kananui passed away and on January 8, 1967, Josephine N. Kananui passed away, leaving behind their three children. The probate orders for the estates of George and Josephine Kananui are attached as Exhibit B.

Until June 6, 2000, the 999-year homestead lease statute, Hawaii Revised Statutes §171-99(e), strictly mandated an order of succession by which the homestead lease would be assigned upon the death of the last survivor. In this case, upon the death of George M. Kananui his interest passed to his wife, Josephine. Then, Josephine's interest passed to her three children upon her death, with each child holding a contingent interest.

On June 3, 1982, Mary Mahiai passed away. Thereafter, on October 1, 1989, Clifton Kananui passed away, leaving Margaret Perez as the sole surviving child of George and Josephine Kananui. Upon the passing of her siblings, Margaret Perez held an undivided interest in Homestead Lease No. 51, as evidenced by the Board Submittal identified as Item F-4, March 13, 1992, in which Ms. Perez requested and the Board granted the right to purchase Homestead Lease No. 51. The Board Submittal is attached as Exhibit C.

On June 14, 1997, Margaret Perez passed away without purchasing Homestead Lease No. 51.

On June 6, 2000, Hawaii Revised Statutes §171-99(e) was amended by Act 166. According to the Department of the Attorney General, Act 166 severed the statutory joint tenancy of the living heirs of the homestead lessees, and each heir acquired the ability to pass on his or her share in the homestead lease by conveyance, devise, or bequest to "family" members, as "family" is defined in HRS §171-99(e), or by intestate succession, with the prior approval of the Board.

When the law changed, Ms. Perez had seven surviving children<sup>1</sup> - William Borges Perry, Jr., Gordon Perry, Patrick Perry, Iolanda Perry, Zachary Perry, Joseph Perry, and George Perry, as evidenced by the Probate Order attached as Exhibit D. Thus, each child acquired a one-seventh (1/7<sup>th</sup>) interest in Homestead Lease No. 51 and the ability to convey, devise, or bequest their interest to “family,” or to pass their interest to family by intestate succession.

Applicant, Jeremy Perry (Applicant) seeks to acquire an undivided interest in Homestead Lease No. 51 to utilize the homestead as his primary residence. Applicant is “family” as defined in HRS §171-99(e) as he is George Perry’s son. Applicant has obtained assignments from Margaret Perez’s heirs.<sup>2</sup> The assignments are attached as Exhibit E. However, Homestead Lease No. 51 is comprised of two parcels – TMKs (1) 5-4-007:001 and (1) 5-4-007:017. All assignments, except the assignment of Betty J. Perry, solely assign one parcel, TMK No. (1) 5-4-007:001 to Jeremy Perry. The assignment of Betty J. Perry assigns both parcels, TMKs (1) 5-4-007:001 and (1) 5-4-007:017 to Jeremy Perry. Accordingly, Staff recommends the Board consent to an assignment of the undivided interest of Homestead Lease No. 51 as to TMK No. (1) 5-4-007:001 to Jeremy Perry, as Assignee; and consent to the assignment of a one-seventh (1/7<sup>th</sup>) interest in Homestead Lease No. 51 as to TMK No. (1) 5-4-007:017 to Jeremy Perry, as Assignee.

Staff has no objection to Applicant Jeremy Perry’s request for the Board to consent to the assignments of Homestead Lease No. 51.

Applicant has not had a lease, permit, easement, or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

**RECOMMENDATION:** That the Board

- A. Consent to the assignment of the undivided interest of Homestead Lease No. 51 as to TMK No. (1) 5-4-007:001 from the heirs of Margaret Perez - William Borges Perry, Jr. by Personal Representative Betty J. Perry, Gordon Perry, Patrick Perry, Iolanda Perry, Zachary Perry, Joseph Perry, and George Perry, as Assignors, to Jeremy Perry, as Assignee, subject to the following:
  1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;

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1 On December 29, 1974, Ms. Perez’s first husband, William B. Perry died. After his death Margaret married William D. Perez. This marriage dissolved prior to Margaret’s death, with no children resulting from it.

2 On January 11, 2011, William Borges Perry, Jr. passed away. On December 29, 2023, Betty J. Perry was appointed as the Personal Representative of the estate of William Borges Perry, Jr. Attached as Exhibit F is the Appointment of Personal Representative.

2. Review and approval by the Department of the Attorney General; and
  3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
- B. Consent to the assignment of a one-seventh (1/7<sup>th</sup>) interest of Homestead Lease No. 51 as to TMK No. (1) 5-4-007:017 from William Borges Perry, Jr. by Personal Representative Betty J. Perry, as Assignor, to Jeremy Perry, as Assignee, subject to the following:
1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
  2. Review and approval by the Department of the Attorney General; and
  3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



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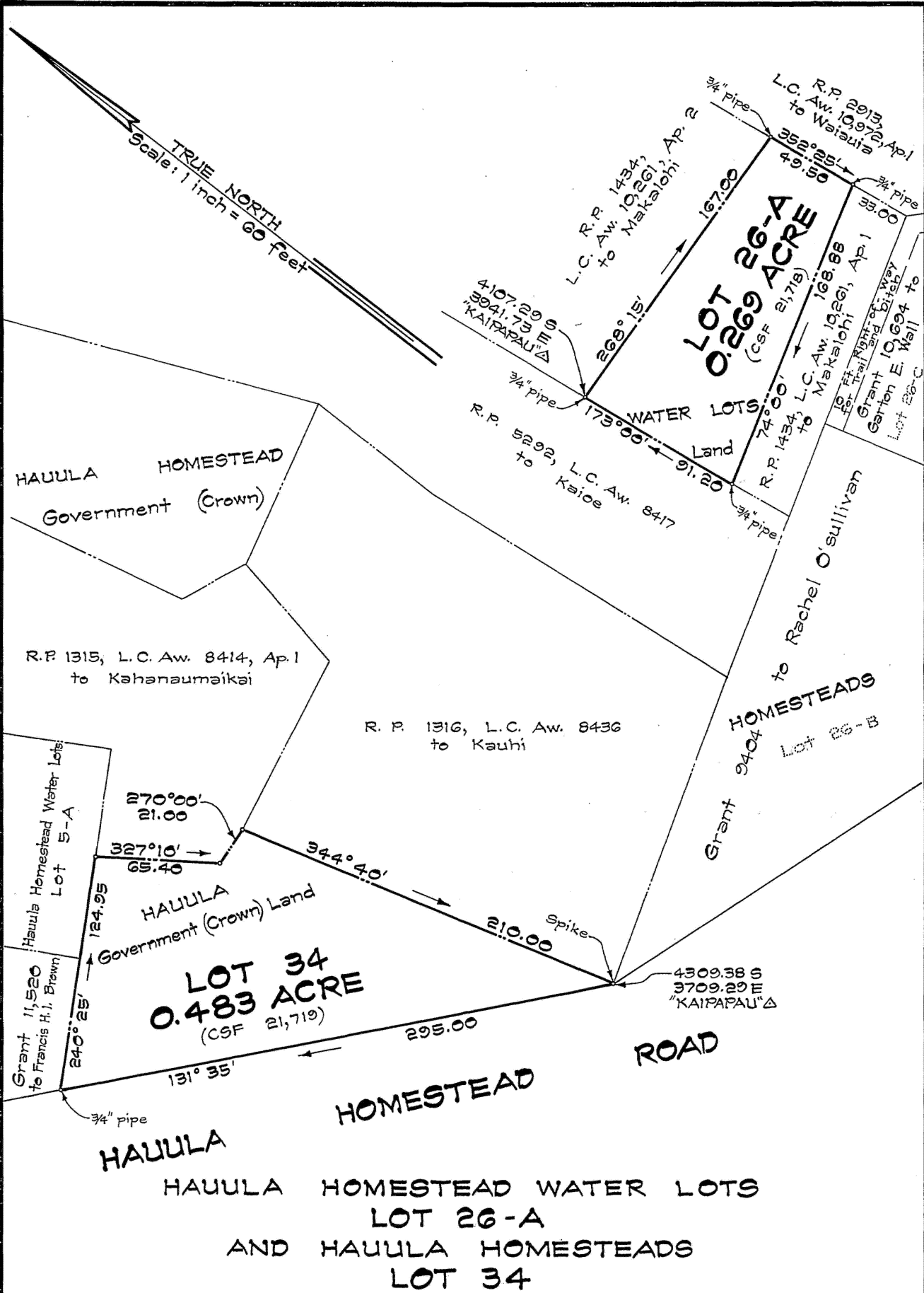
Andrew R. Tellio  
Appraisal and Real Estate Specialist

APPROVED FOR SUBMITTAL:



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<sup>RT</sup> Dawn N.S. Chang, Chairperson



**HAUULA HOMESTEAD WATER LOTS  
 LOT 26-A  
 AND HAUULA HOMESTEADS  
 LOT 34**  
 Hauula, Koolauloa, Oahu, Hawaii  
 Scale: 1 inch = 60 feet

**Exhibit A**

JOB. O-125 (92)  
 C. BK. I, J. Alimboyoguen, pg. 94

In the Circuit Court of the First Judicial Circuit  
TERRITORY OF HAWAII

AT CHAMBERS

IN PROBATE

IN THE MATTER OF THE ESTATE  
of

GEORGE MOSES KANAKANUI, also

known as GEORGE M. KANAKANUI,

Deceased.

1ST CIRCUIT COURT  
TERRITORY OF HAWAII

1956 SEP 21 FILED  
AM 10 54

*M. K. Young*  
CLERK

7  
ORDER APPROVING FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND  
DISCHARGE OF STATUTORY ADMINISTRATOR.

Exhibit B

# In the Circuit Court of the First Judicial Circuit

TERRITORY OF HAWAII

AT CHAMBERS

IN PROBATE

IN THE MATTER OF THE ESTATE  
of

GEORGE MOSES KANAKANUI, also

known as GEORGE M. KANAKANUI,

Deceased.

## ORDER APPROVING FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND DISCHARGE OF STATUTORY ADMINISTRATOR.

WHEREAS, Chief Clerk of Court as Statutory Administrator of the Estate of GEORGE MOSES KANAKANUI, also known as GEORGE M. KANAKANUI, deceased, did on the 20<sup>th</sup> day of September, 1956, file in this Court a Petition showing that he was duly appointed as Statutory Administrator of the Estate of the above named decedent on the 28th day of May, 1955; that subsequently it was discovered that by inadvertence no publication of notice to creditors was made; that after on May 28, 1956, by Amended Order Chief Clerk was duly appointed Statutory Administrator of the above entitled estate; that on June 23, 1956 was filed a sworn Inventory and on Sept. 18, 1956 was filed an Amended Inventory of all the property and assets of said estate which came to his possession or knowledge; that notice to creditors of said estate was duly made by publication in the Honolulu Advertiser, a newspaper printed, published and circulated in Honolulu, City and County of Honolulu, T. H., and by posting notice of administration at the front entrance of the Judiciary Building, Honolulu, T. H.; that more than sixty days have elapsed since said date of such publication; that as such Statutory Administrator he had collected all sums and amounts of money due to said deceased which could be collected; that as such Statutory Administrator he had faithfully performed and discharged all the duties required by law or by Order of this Court to be done and performed; that on Schedules annexed to said petition and made a part thereof, was exhibited and shown an account of all receipts and expenditures made by him for and on behalf of said estate and also all property remaining in his hands belonging to said estate subject to distribution;

The Court finds from the evidence adduced and from the record as follows:

(1) That the above-named decedent, a citizen of the United States, resident of Hauula, City and County of Honolulu, Territory of Hawaii, died intestate in Honolulu, City and County of Honolulu aforesaid on the 11th day of May, 1955, leaving surviving him as heirs at law and next of kin the following:

	JOSEPHINE N. KANAKANUI,	widow,	adult,	Hauula, Oahu, T.H.
	MARY MAHIAI,	daughter,	adult,	Laie, Oahu, T.H.
Adoption No. 1091	{	CLIFTON KANAKANUI,	son,	Hilo, Hawaii, T.H.
		MARGARET PERRY,	daughter,	Hauula, Oahu, T.H.

(2) That, as of the date of decedent's death, the 11th day of May, 1955, said decedent owned or claimed to own all the property which is more fully described in the inventory on file herein;

(3) That all the allegations set forth in said Petition are true and that the account of said Statutory Administrator which is attached to and made a part of said Petition is in all respects full, true and correct and should be approved.

(4) That MARY MAHIAI, MARGARET PERRY and CLIFTON KANAKANUI, children of decedent, by Assignments filed herein, assigned all their right, title and interest in and to their distributive shares due them to their mother, JOSEPHINE N. KANAKANUI,



*IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:*

*(1) That the final account of Statutory Administrator OE which is attached to and forms a part of said Petition be and is hereby approved and allowed as rendered and filed herein;*

*(2) That said Statutory Administrator be and he is hereby authorized, empowered and directed:*

*(a) to deliver over all cash assets of said estate to JOSEPHINE N. KANAKANUI, widow of decedent, a one-third interest being her dower interest and the balance of two-third interest being the distributive shares of Mary Mahiai, Clifton Kakanui and Margaret Perry, children of decedent, assigned to said Josephine N. Kakanui, by Assignments heretofore described;*

*(b) to transfer the ownership of the following:*

- 1. five (5) shares of Honolulu Laundry Company stock, Certificate No. 294,*
- 2. all the right, title and interest in and to that certain Homestead Lease No. 51 covering Lots 26A and 34 situated in Hauula, Oahu, T. H., Tax Key Nos. 5-4-07-01 and 5-4-07-17,*

*to JOSEPHINE N. KANAKANUI, widow, a one-third interest being her dower interest and the balance of two-third interest being the distributive shares of Mary Mahiai, Clifton Kakanui and Margaret Perry, children of decedent, assigned to said Josephine N. Kakanui, by Assignments heretofore described;*

*AND THAT upon the filing of due and proper vouchers herein in accordance with this Order, said Statutory Administrator OE be and is hereby discharged from all further and future liability and responsibility herein.*

*DATED: Honolulu, T. H., September 20, 1956.*

*W. J. [Signature]*  
*Judge of the above entitled Court.*

P. NO. 30221-2

**In The Circuit Court of the First Circuit  
STATE OF HAWAII**

AT CHAMBERS

IN PROBATE

IN THE MATTER OF THE ESTATE  
OF

JOSEPHINE N. KANAKANUI,

Deceased.

1ST CIRCUIT COURT  
STATE OF HAWAII

FILED  
1968 OCT 30 PM 3 12

*y. Bala*  
CLERK

ORDER APPROVING FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND  
DISCHARGE OF STATUTORY ADMINISTRATOR



OCT 31 1968

P. NO. 30221-2

In The Circuit Court of the First Circuit  
STATE OF HAWAII

AT CHAMBERS

IN PROBATE

IN THE MATTER OF THE ESTATE  
OF

JOSEPHINE N. KANAKANUI,

Deceased.

ORDER APPROVING FINAL ACCOUNT,  
DISTRIBUTION OF ESTATE AND  
DISCHARGE OF STATUTORY ADMINISTRATOR

WHEREAS, Chief clerk of Court as Statutory Administrator \_\_\_\_\_ of the Estate of \_\_\_\_\_  
JOSEPHINE N. KANAKANUI

deceased, did on the 21st day of October, 1968, filed in this Court a Petition showing that he was duly appointed as Statutory Administrator \_\_\_\_\_ of the Estate of the above named decedent on the 29th day of December, 1967; that on the 24th day of September, 1968 was filed a sworn inventory of all the property and assets of said estate which came to his possession or knowledge; that notice to creditors of said estate was duly made by publication in the Honolulu Advertiser, a newspaper published and circulated in Honolulu, City and County of Honolulu, Hawaii, and by Posting notice of administration at the front entrance of the Judiciary Building Honolulu Hawaii; that more than sixty days have elapsed since said date of such publication; that as such Statutory Administrator he had collected all sums and amounts of money due to said deceased which could be collected; that as such Statutory Administrator he had faithfully performed; and discharged all the duties required by law or by Order of this Court to be done and proformed; that on Schedules annexed to said petition and made a part thereof, was exhibited and shown an account of all receipts and expenditures made by him for and on behalf of said estate and also all property and remaining in his hands belonging to said estate subject to distribution;

The Court finds from the evidence adduced and from the record as follows:

(1) That the above named decedent, a citizen of the United States, resident of Hauula, Oahu, City and County of Honolulu, State of Hawaii, died intestate in Kahuku, Oahu, City and County of Honolulu, State of Hawaii, on the 8th day of January, 1967, leaving surviving her as heirs at law and next of kin the following:

68.28	MARY K. MAHIAI	daughter	adult	55-631 Moana Street Laie, Hawaii
68.29	CLIFTON N. KANAKANUI (Adopted July 12, 1932. Adoption No. 1091)	son	adult	1477 Ahonui Street Apt. E-5 Honolulu, Hawaii
68.29	MARGARET D. PERRY (Adopted July 12, 1932. Adoption No. 1091)	daughter	adult	54-151 Hauula Homestead Rd. Hauula, Hawaii

(2) That, as of the date of decedent's death, the 8th day of January, 1967, said decedent owned or claimed to own all the property which is more fully described in the inventory on file herein;

(3) That all the allegations set forth in said Petition are true and that the account of said Statutory Administrator \_\_\_\_\_ which is attached to and made a part of said Petition is in all respects full, true and correct and should be approved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

(1) That the final account of Statutory Administrator \_\_\_\_\_ which is attached to and forms a part of said Petition be and is hereby approved and allowed as rendered and filed herein;

(2) That the heirs at law and next of kin of said decedent are declared to be the persons heretofore named and described in paragraph (1) of the findings.

(3) That said Statutory Administrator be and he is hereby authorized, empowered and directed to collect any and all leasehold rental due said estate from Kahuku Plantation, deduct the 3% Government Realization and distribute the balance remaining in his hands, in equal shares, to MARY K. MAHIAI, CLIFTON N. KANAKANUI and MARGARET D. PERRY, adult children of decedent, as and for their distributive shares.

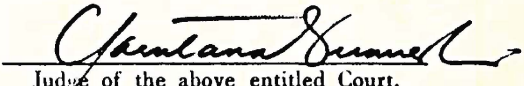
(4) That all the right, title and interest of said decedent in and to the real property described hereinbelow be vested in MARY K. MAHIAI, CLIFTON N. KANAKANUI and MARGARET D. PERRY, adult children of decedent, in equal shares, as tenants in common.

One-third (1/3) undivided interest in the following parcels of real property located at Kaluanui, Hauula, Hawaii:

1. Tax Key No. 5-3-009-009, LCAw 10878, .36 A, assessed value \$115.00, market value being \$164.28, decedent's 1/3 int. being-----\$ 54.76
2. Tax Key No. 5-3-009-006, LCAw 10878-2, .15 A, assessed value \$48.00, market value being \$68.57, decedent's 1/3 int. being-----\$ 22.85
- \* Tax Key No. 5-3-009-019N, LCAw 8164 L 1, 2.00 A, assessed value \$333.00, market value being \$475.71, decedent's 1/3 int. being-----\$ 158.57
- \* Tax Key No. 5-3-010-002N, LCAw 8164 L 2, .25 A, assessed value \$2,800.00, market value being \$4,000.00, decedent's 1/3 int. being-----\$1333.33

AND THAT upon the filing of due and proper vouchers herein in accordance with this Order, said Statutory Administrator \_\_\_\_\_ be and is hereby discharged from all further and future liability and responsibility herein.

DATED: Honolulu, Hawaii, October 24, 19 68

  
Judge of the above entitled Court.



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF LAND MANAGEMENT  
P. O. BOX 621  
HONOLULU, HAWAII 96809

AQUACULTURE DEVELOPMENT  
PROGRAM  
AQUATIC RESOURCES  
CONSERVATION AND  
ENVIRONMENTAL AFFAIRS  
CONSERVATION AND  
RESOURCES ENFORCEMENT  
CONVEYANCES  
FORESTRY AND WILDLIFE  
LAND MANAGEMENT  
STATE PARKS  
WATER AND LAND DEVELOPMENT

March 13, 1992

Board of Land and  
Natural Resources  
Honolulu, Hawaii

OAHU

Subject: Direct Sale of Lots 34 and 26A, Hauula Homesteads,  
Hauula, Koolauloa, Oahu, under Homestead Lease No.  
51, TMK: 5-4-07:1 and 17

STATUTE: Chapter 177-99, Hawaii Revised Statutes

APPLICANT: MRS. MARGARET D. PEREZ *- sole living survivor of Geo. Kakanui*  
*THE LOT* *AGE 107*

FOR: Lots 34 and 26A at Hauula, Koolauloa, Oahu, shown  
on Government Survey Registered Map No. 2000,  
identified by Tax Map Keys: 5-4-07:1 and 5-4-  
07:17. *Lot 34*  
*26A*

*AGE 4*  
ZONING: State Land Use Commission: Urban  
City and County of Honolulu: R-6 Residential

LAND TITLE  
STATUS: 5-B of the Admissions Act

CONSIDERATION: To be determined by independent appraisal  
establishing the fair market value, the land only,  
same subject to review and acceptance by the  
Chairperson -- \$1.00 for the improvements.

REMARKS: The subject lease was originally issued to George  
M. Kakanui on July 11, 1945. The applicant, Mrs.  
Margaret D. Perez, is the sole remaining child of  
George M. Kakanui. The applicant was legally  
adopted by George M. and Josephine K. Kakanui on  
July 12, 1932. (Certification of Adoption from  
Judge Daniel Heeley, Family Court, appended to the  
basic file.)

George M. and Joseph K. Kakanui had three  
children, Margaret D. Perry, Mary K. Kakanui and  
Clifton N. Welch Kakanui as declared by the final  
decrees of probate for George M. and Josephine K.  
Kakanui (decrees for both are appended to the  
basic file.) Clifton N. Welch Kakanui died on  
October 1, 1989. (Birth and Death Certificates  
appended to the basic file.) Mary K. Kakanui  
Mahiai died on June 3, 1982. (Birth and Death  
Certificates appended to the basic file.) Margaret  
D. Kakanui married William D. Perry on May 31,  
1946. (Certificate of Marriage

March 13, 1992

appended to the basic file.) William B. Perry died on December 29, 1974. (Certificate of Death appended to the basic file.) Margaret D. Perry married William D. Perez on October 16, 1976. (Certificate of Marriage appended to the basic file.)

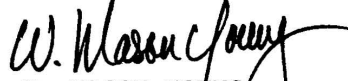
Our records indicate that the lessee has complied with the terms and conditions of Homestead Lease No. 51 and is, therefore, adjudged qualified to purchase the homestead.

RECOMMENDATION:

That the Board approve the direct sale of Lots 34 and 26A of the Hauula, Koolauloa Lots covered by lease No. 51 to Mrs. Margaret D. Perez under the terms and conditions which are by reference incorporated herein, in addition to the following:

1. That the purchaser shall be required to pay cash or on a five (5)-year agreement of sale with equal quarterly installments (the down payment and installment schedule to be determined by the Chairperson) with interest at 9% per annum on the unpaid balance.
2. Other terms and conditions as may be prescribed by the Chairperson.

Respectfully submitted,



W. MASON YOUNG  
Land Management Administrator

APPROVED FOR SUBMITTAL:



WILLIAM W. PATY, Chairperson



CLAY IWAMURA PULICE & NERVELL

BRADLEY R. PULICE #4946  
BONNIE L. MOORE #7138  
CAITLYN A. IWAMURA #11733  
Topa Financial Center, Bishop Street Tower  
700 Bishop Street, Suite 2100  
Honolulu, Hawaii 96813  
Telephone: (808) 535-8400  
Facsimile: (808) 536-8446

**Electronically Filed**  
**FIRST CIRCUIT**  
**1CLP-20-000044**  
**19-OCT-2023**  
**10:09 AM**  
**Dkt. 110 OGD**

Attorneys for Petitioner  
JEREMY PERRY

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

THE ESTATE	)	P. NO. 1CLP-20-000044
	)	(FORMAL)
OF	)	
MARGARET DOROTHY PEREZ,	)	ORDER GRANTING IN PART AND
	)	DENYING IN PART THE PETITION
DECEASED.	)	FOR DETERMINATION OF HEIRS OF
	)	MARGARET DOROTHY PEREZ AND
	)	TRANSFER FROM FORMAL
	)	INTESTATE PROCEEDING TO
	)	FORMAL TESTATE PROCEEDING,
	)	FOR PROBATE OF COPY OF WILL,
	)	AND APPOINTMENT OF PERSONAL
	)	REPRESENTATIVE
	)	
	)	<u>HEARING:</u>
	)	DATE: September 28, 2023
	)	TIME: 9:00 a.m.
	)	JUDGE: Hon. R. Mark Browning

ORDER GRANTING IN PART AND DENYING IN PART THE  
PETITION FOR DETERMINATION OF HEIRS OF MARGARET DOROTHY PEREZ  
AND TRANSFER FROM FORMAL INTESTATE PROCEEDING  
TO FORMAL TESTATE PROCEEDING, FOR PROBATE OF COPY OF WILL,  
AND APPOINTMENT OF PERSONAL REPRESENTATIVE

RECEIVED  
ESTATE & PROBATE DIVISION  
OCT 16 2023

Exhibit D

RECEIVED  
Third Division

OCT 17 2023

Kf



The Petition of JEREMY PERRY for Determination of Heirs of Margaret Dorothy Perez and Transfer from Formal Intestate Proceeding to Formal Testate Proceeding, for Probate of Copy of Will, and Appointment of Personal Representative, filed herein on July 21, 2023, having come before the Court (the "Petition"), came on for hearing on September 28, 2023, at 9.00 a. m., before the Honorable R. Mark Browning, Judge of the Circuit Court of the First Circuit, State of Hawaii, Bonnie L. Moore, Esq. of CLAY IWAMURA PULICE & NERVELL, appeared in-person on behalf of Petitioner Jeremy Perry (Petitioner). The Court took the Petition under advisement. Upon the Courts review of the pleadings, arguments, and applicable law herein, the Court orders as follows:

IT IS HEREBY, ORDERED, ADJUDGED AND DECREED that:

1. The Petition for Determination of Heirs of Margaret Dorothy Perez and Transfer from Formal Intestate Proceeding to Formal Testate Proceeding, for Probate of Copy of Will, and Appointment of Personal Representative is hereby granted in part and denied in part.

2. The request to summon the still living heirs of the Decedent to appear and answer this Petition is denied.

3. The Court determines that Decedent's heirs at law at the time of her death under the applicable laws of intestacy are as stated in the Court's *Order Granting Petition for Adjudication of Intestacy and Appointment of Personal Representative*, filed September 22, 2020.

a. This determination does not prevent Petitioner from seeking a modification of this Court's original order, if appropriate and timely under the applicable laws.

4. For the sole purpose of determining the Decedent's heirs under the Homestead Lease and pursuant to Hawai'i Revised Statute Section 171-99(e)(2) (1981), the Court determines that the Decedent's heirs as of the date of her death are her seven children as follows:

- a. Gordon Perry;
- b. Iolanda Perry;
- c. Zachary Perry;
- d. Joseph Perry;
- e. George Perry;
- f. Patrick Perry, deceased; and
- g. William Borges Perry, Jr., deceased.

5. The Court declines to determine William Perry, Jr. and Patrick Perry's heirs in connection to this Petition.

6. The request to find that the assignments are valid is denied without prejudice.

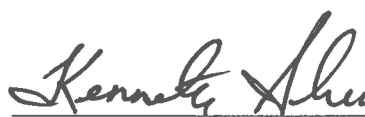
7. The request to probate the copy of the after discovered Will dated September 27, 1996 is denied as untimely, pursuant to Hawaii Revised Statute Section 560:3-412(3).


8. Petitioner shall continue to serve as Personal Representative, without bond.

9. Letters of Administration shall issue, effective from September 22, 2023 to September 22, 2026, unless renewed for good cause.

10. Unsupervised administration may be maintained.

DATED: Honolulu, Hawaii, OCT 18 2023

  
Judge of the Above-Entitled Court  
KENNETH J. SHIMOZONO, Judge  
For R. MARK BROWNING



P. No. 1CLP-20-000044, The Estate of MARGARET DOROTHY PEREZ, Deceased; Order Granting in Part and Denying in Part the Petition for Determination of Heirs of Margaret Dorothy Perez and Transfer from Formal Intestate Proceeding to Formal Testate Proceeding, for Probate of Copy of Will, and Appointment of Personal Representative

## ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 1<sup>st</sup> day of Aug, 2023 by and between BETTY J. PERRY ("ASSIGNOR") AND JEREMY PERRY ("Assignee"), both collectively referred to herein as the "Parties".

WHEREAS, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717, designated as Tax Map Key Numbers. (1) 5-4-007-001 and (1) 5-4-007-017, which is described in greater detail on the attached Exhibit "A" (herein the "Kananui Leasehold");

WHEREAS, the Assignor is willing to assign and quitclaim any and all interest in the Kananui Leasehold to Assignee; and

WHEREAS, the Parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT, and Convey any and all interest in the Kananui Leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and insure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors, and assigns respectively.
3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Hawaii.
4. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Exhibit E

5. Authority. All Parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable obligation of the Part.

6. Further Assurances. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

7. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

8. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFORE, ASSIGNOR and ASSIGNEE have duly executed this Assignment of Interest in Lease effective as of the date of the last Party to sign.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK –

SIGNATURE PAGES FOLLOW]

Betty J Perry  
BETTY J. PERRY

"Assignor"

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

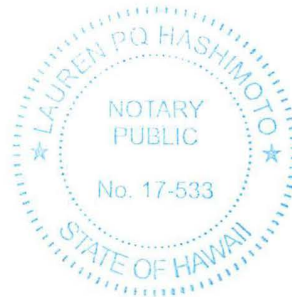
On August 1, 2023, in the First Judicial Circuit of the State of Hawaii, before me personally appeared BETTY J. PERRY, to me known to be the person described in and who executed the foregoing 4 page ASSIGNMENT OF INTEREST IN LEASE and acknowledged that she executed the same as her free act and deed.

Lauren PQ Hashimoto

Notary Public, State of Hawaii

Printed Name of Notary: Lauren PQ Hashimoto

My commission expires: DEC 03 2025





# **EXHIBIT A**



Lot 34,  
Haula Homesteads,  
Koolauloa, Oahu.

Beginning at the West corner of this lot, the South corner of Lot 5A and on the East side of Homestead Road (40 feet wide), the coordinates of said corner referred to Government Survey Trig. Station "Au 2" being 1006.1 feet North and 694.5 feet West, as shown on Government Survey Registered Map No. 2000, and running by true azimuths:-

1. 240° 25' 126.0 feet along Lot 5A;
2. 327° 10' 63.0 feet along L.C.A. 8414:1 to Kahanaumaikai;
3. 270° 00' 21.0 feet along L.C.A. 8414:1 to Kahanaumaikai;
4. 344° 40' 210.0 feet along L.C.A. 8436 to Kauhi;
5. 131° 35' 295.0 feet along Homestead Road to the point of beginning.

Area 48/100 Acre.

Lot 26A  
Haula, Koolauloa, Oahu  
Haula Homestead Water Lots.

Beginning at the Northeast corner of this lot from which the bearing to Government Survey Station Ka 1 is S 87° 15' W true, 1077 feet and Au 2 is S 4° 20' E true, 1028 feet, as shown on Government Survey registered Map No. 2000, and running by true bearings:-

1. S 88° 15' W 167.0 feet along L.C.A. 10261, Makalohi;
2. S 7° 00' E 91.0 feet along L.C.A. 8417, Kaioe;
3. N 74° 00' E 169.0 feet along L.C.A. 10261, Makalohi;
4. N 7° 35' W 49.5 feet along L.C.A. 10972 and 10975, Waiaua, to the point of beginning.

Area 26/100 Acre.

48  
74

ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 5 day of MAY, 2021 by and between GEORGE PERRY (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII.
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable


obligation of, the party.

6. Further Assurances. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

7. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

8. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR GRANTORS and GRANTEE have duly executed this Assignment of Lease Interest effective as of the 5 day of MAY, 2021.

  
GEORGE PERRY

Name:

Assignor

\_\_\_\_\_  
Jeremy Perry

Assignee

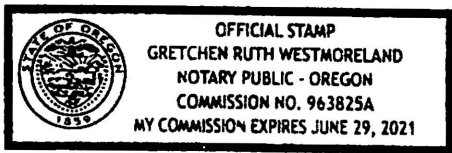
STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

On this 5<sup>th</sup> day of MAY, 2021, before me personally appeared **George Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

*George Perry*

*Gretchen R. Westmoreland*

Print Name: GRETCHEN R. WESTMORELAND  
Notary Public, State of Oregon  
My commission expires: JUNE 29<sup>th</sup> 2021



Document Date: MAY 5<sup>th</sup>, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest in Lease

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

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Jeremy Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Patrick Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Joseph Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 16 day of July, 2021 by and between Palanda Perry (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee"), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII.
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable

obligation of, the party.

6. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

7. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR ASSIGNOR and ASSIGNEE have duly executed this Assignment of Lease Interest effective as of the 16 day of July, 2021.

  
\_\_\_\_\_

Name:  
Assignor

\_\_\_\_\_

Jeremy Perry  
Assignee



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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Patrick Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this 14 day of July, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.



Terr Morgan  
Print Name: Terr Morgan  
Notary Public, State of Hawaii  
My commission expires: June 8, 2022  
First Circuit  
Document Date: 7/14/2021, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Joseph Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
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In Lease

STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **George Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF UTAH )  
 ) SS.  
SALT LAKE COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Gordon Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Utah  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages:  
Document Description: Assignment of Interest  
In Lease

## ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 22nd day of April, 2021 by and between Joseph Perry (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII.
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable

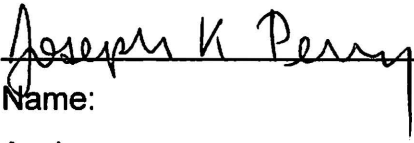
obligation of, the party.

6. Further Assurances. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

7. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

8. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR GRANTORS and GRANTEE have duly executed this Assignment of Lease Interest effective as of the 22<sup>nd</sup> day of April, 2021.

  
Name:  
Assignor

\_\_\_\_\_  
Jeremy Perry  
Assignee

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

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Patrick Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
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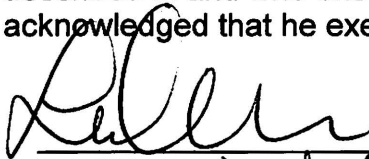
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

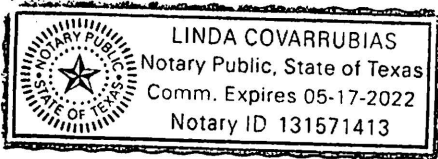
On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

On this 22 day of April, 2021, before me personally appeared **Joseph Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Print Name: Linda Covarrubias  
Notary Public, State of Texas  
My commission expires: 05-17-2022



Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **George Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Jeremy Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease



ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 5<sup>th</sup> day of August, 2021 by and between Patrick Jay Perry (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
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4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable

obligation of, the party.

6. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

7. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR ASSIGNOR and ASSIGNEE have duly executed this Assignment of Lease Interest effective as of the 5<sup>th</sup> day of August, 2021.



Name: Patrick Perry  
Assignor

\_\_\_\_\_  
Jeremy Perry  
Assignee

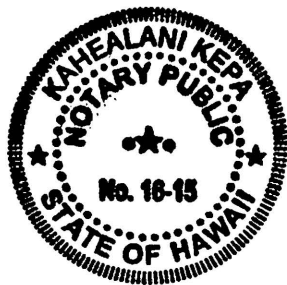
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this <sup>07<sup>th</sup></sup> day of <sup>10<sup>th</sup></sup> ~~August~~, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this <sup>07<sup>th</sup></sup> day of <sup>10<sup>th</sup></sup> ~~August~~, 2021, before me personally appeared **Patrick Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.



*Kahealani Kepe*  
Print Name: Kahealani Kepe  
Notary Public, State of Hawaii  
My commission expires: Jan 17, 2024  
First Circuit  
Document Date: August 5, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Joseph Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
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In Lease

STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **George Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF UTAH )  
 ) SS.  
SALT LAKE COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Gordon Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Utah  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages:  
Document Description: Assignment of Interest  
In Lease

ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 28 day of July, 2021 by and between George M. Kananui (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee"), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII.
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable

obligation of, the party.

6. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

7. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR ASSIGNOR and ASSIGNEE have duly executed this Assignment of Lease Interest effective as of the 28 day of July, 2021.

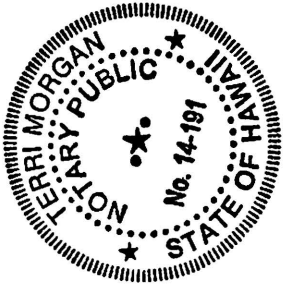
*Zachary N. Perry*  
**ZACHARY N. PERRY**

Name:  
Assignor

\_\_\_\_\_  
Jeremy Perry  
Assignee

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

On this 28 day of July, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.



Terri Morgan  
Print Name: Terri Morgan  
Notary Public, State of Hawaii  
My commission expires: June 8 2022  
First Circuit  
Document Date: 7/28, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
In Lease

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

On this \_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Patrick Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
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STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.

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Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
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STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

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\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
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STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

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Print Name: \_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF UTAH )  
 ) SS.  
SALT LAKE COUNTY )

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Gordon Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

Print Name: \_\_\_\_\_  
Notary Public, State of Utah  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages:  
Document Description: Assignment of Interest  
In Lease

ASSIGNMENT OF INTEREST IN LEASE

THIS ASSIGNMENT AGREEMENT is made this 16<sup>th</sup> day of July, 2021 by and between Gordon Perry (hereinafter referred to as "Assignor") and Jeremy Perry (hereinafter referred to as "Assignee), both sometimes referred to herein as "parties";

Whereas, George M. Kananui previously held the leasehold interest in the State of Hawaii homestead lease No. 51 for the real property located at 54-151 Hauula Homestead Road, Hauula, Hawaii 96717 TMK (1) 5-4-007-001 which is described in greater detail on the attached Exhibit "A" (herein the "Kananui property"); and

Whereas, the Assignor is willing to assign and quitclaim any and all interest in the Kananui property to Assignee; and

Whereas, the parties desire to set forth their mutual agreement and understanding in this document;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

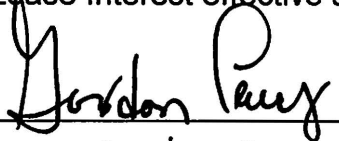
1. Assignment of Interest. Assignor by these presents do hereby ASSIGN, GRANT and CONVEY any and all interest in the Kananui leasehold to Assignee.
2. Binding Effect. This Agreement shall bind and inure to the respective benefit of the Assignor and Assignee and their heirs, personal representatives, successors and assigns respectively.
3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF HAWAII.
4. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Authority. All parties represent and warrant that they have the authority to execute this Agreement and each individual signing this Agreement states that his or her signature on this Agreement has been voluntarily signed and creates the binding and enforceable

obligation of, the party.

6. Integration. This Agreement contains the complete agreement of the Parties and cannot be varied except by written agreement executed by the Parties, their successors or assigns. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

7. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement.

NOW THEREFOR ASSIGNOR and ASSIGNEE have duly executed this Assignment of Lease Interest effective as of the 16<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_

Name: Gordon Perry  
Assignor

\_\_\_\_\_

Jeremy Perry  
Assignee

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Zach Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
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STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

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\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
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Document Description: Assignment of Interest  
In Lease

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

On this \_\_ day of \_\_\_\_\_, 2021, before me personally appeared **Iolanda Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that she executed the same as her free act and deed.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_  
First Circuit  
Document Date: \_\_\_\_\_, 2021  
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STATE OF TEXAS )  
 ) SS.  
TARRANT COUNTY )

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\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_  
  
Document Date: \_\_\_\_\_, 2021  
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STATE OF OREGON )  
 ) SS.  
LINN COUNTY )

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Print Name: \_\_\_\_\_  
Notary Public, State of Oregon  
My commission expires: \_\_\_\_\_

Document Date: \_\_\_\_\_, 2021  
No. of Pages: 5  
Document Description: Assignment of Interest  
in Lease

STATE OF UTAH )  
 ) SS.  
SALT LAKE COUNTY )



On this 16<sup>th</sup> day of July, 2021, before me personally appeared **Gordon Perry**, to me known to be the person described in and who executed the foregoing instrument consisting of 5 pages, and acknowledged that he executed the same as his free act and deed.

~~Bennion Brown~~   
Print Name: Bennion Brown  
Notary Public, State of Utah  
My commission expires: May 21, 2024

Document Date: 16<sup>th</sup> of July, 2021  
No. of Pages:  
Document Description: Assignment of Interest  
In Lease

CLAY IWAMURA PULICE & NERVELL

BRADLEY R. PULICE #4946  
BONNIE L. MOORE #7138  
CAITLYN A. IWAMURA #11733  
Topa Financial Center, Bishop Street Tower  
700 Bishop Street, Suite 2100  
Honolulu, Hawaii 96813  
Telephone: (808) 535-8400  
Facsimile: (808) 536-8446

Attorneys for Applicant  
BETTY J. PERRY

**Electronically Filed**  
**FIRST CIRCUIT**  
**1CLP-23-0001096**  
**29-DEC-2023**  
**11:02 AM**  
**Dkt. 14 SIPR**

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

THE ESTATE

OF

WILLIAM BORGES PERRY, JR.,  
DECEASED.

P. NO. 1CLP-23-0001096  
(Informal)

STATEMENT OF INTESTATE  
INFORMAL APPOINTMENT OF  
PERSONAL REPRESENTATIVE

STATEMENT OF INTESTATE INFORMAL  
APPOINTMENT OF PERSONAL REPRESENTATIVE

The application of BETTY J. PERRY filed on December 19, 2023, as amended, for the intestate informal appointment of personal representative of the decedent having been considered by the undersigned Registrar of this Court, the undersigned Registrar hereby makes the following determinations:

1. The Application for Informal Appointment of a Personal Representative is complete.
2. The Applicant has made an oath or affirmation that the statements contained in the Application are accurate and complete to the best of the Applicant's knowledge and belief.

Exhibit F



3. The Applicant appears from the Application to be an interested person as defined in HRS Section 560:1-201.

4. From the statements in the Application, the person whose appointment as Personal Representative is sought has priority entitling the person to appointment.

5. On the basis of the statements in the Application, venue is proper.

6. Any notice as required by HRS Section 560:3-204 has been given.

7. No prior probate proceeding concerning the decedent's estate has been held in this State.

8. No petition for formal testacy proceedings relating to the decedent has been filed in this State.

NOW THEREFORE, it is hereby stated by the Registrar:

1. BETTY J. PERRY is informally appointed as the Personal Representative of the estate of the decedent, without bond, in an unsupervised administration, and Letters of Administration shall issue to the Personal Representative.

2. The Letters of Administration and authority of the Personal Representative shall expire three (3) years from the date hereof unless renewed for good cause.

DATED: Honolulu, Hawaii, \_\_\_\_\_ December 29, 2023 \_\_\_\_\_.

\_\_\_\_\_  
/s/ Nathaniel T. Noda  
Registrar of the Above-Entitled Court



P. No. 1CLP-23-0001096, Estate of WILLIAM BORGES PERRY, JR., Deceased; Statement of Intestate Informal Appointment of Personal Representative