

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

December 13, 2024

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

PSF No.:03KD-354

Kauai

Amend Prior Board Action of December 14, 2007, Item D-4, Grant of Perpetual, Non-Exclusive Easement to Francis U. Merriman for Access and Utilities Purposes, Waioli, Hanalei, Kauai, Tax Map Key: (4) 5-5-08: 02 and 5-6-02: 01.

The purpose of the amendment is to remove the utility portion of the easement request, resulting in the easement being approved for access purposes only.

BACKGROUND:

At its meeting of December 14, 2007, Item D-4, the Board of Land and Natural Resources approved the grant of perpetual, non-exclusive easement to applicant Francis U. Merriman (Merriman) for access and utilities purposes, Waioli, Hanalei, Kauai, See attached Exhibit 1.

REMARKS:

The 2007 Board approval was for a new access and utility easement in favor of a land locked kuleana parcel then owned by Merriman, but Land Division staff neglected to request payment for the utility portion of the easement. While processing the easement document, the State's Attorney General noted that pursuant to Hawaii Revised Statutes Sections 7-1 and 171-13, kuleana lands are not required to pay the State for access purposes. However, the utility portion would require payment to the State. The property now has a new owner who no longer wants the utility easement.

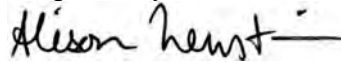
The requested access and utility easement is inclusive of easements A, B and C granted by the Board under Land Office Deed (LOD) No. S-28,292, as shown in attached Exhibit A. A copy of C.S.F. Map No. 22,726 from that grant is also included in LOD S-28,292. The requested subject easement extends over existing Easements A, B and C as depicted in the maps attached to LOD S-28,292.

Staff recommends perpetual easements for kuleana lots. LOD S-28,292, which serves other land-locked kuleana parcels in the same area, is a perpetual, non-exclusive easement. Applicant's parcel is also a land-locked kuleana parcel. Applicant's easement will overlap a portion of the easement corridor under LOD S-28,292. Under applicable law, the access part of the easement is to be granted to the kuleana owner without charge.

RECOMMENDATION: That the Board:

1. Amend its prior Board action of December 14, 2007, under agenda Item D-4, to provide that the easement shall be for access purposes only.
2. Except as amended hereby, all terms and conditions listed in its December 14, 2007 approval to remain the same.

Respectfully Submitted,



Alison Neustein
District Land Agent

APPROVED FOR SUBMITTAL:



Dawn N. S. Chang, Chairperson

RT

EXHIBIT 1

D-4

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

December 14, 2007

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

PSF No.:03KD-354

KAUAI

Grant of perpetual, Non-Exclusive Easement to Francis U. Merriman for Access and Utilities Purposes, Waioli, Hanalei, Kauai, Tax Map Key: (4) 5-5-08: 02 and 5-6-02: 01.

APPLICANT:

Francis U. Merriman, unmarried whose mailing address is P.O. Box 1364, Hanalei, Hawaii, 96714.

LEGAL REFERENCE:

Section 171-13 and 55, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Waioli situated at Waioli, Hanalei, Kauai, identified by Tax Map Key: (4) 5-5-08: 02 & 5-6-02: 01, as shown on the attached map labeled Exhibit A and B.

AREA:

30,290 square feet, more or less.

ZONING:

TMK: (4) 5-5-08: 02
State Land Use District: agricultural/conservation
County of Kauai CZO: agricultural/open

TMK: (4) 5-6-02: 01
State Land Use District: conservation

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON

December 14, 2007 *Kek*

D-4

County of Kauai CZO: open

TRUST LAND STATUS:

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

CURRENT USE STATUS:

Encumbered by Grant of Non-Exclusive Easement bearing Land Office Deed No. S-28292 to Glenn I. Kobayashi, Christine Y. Kobayashi and Joseph N. Kobayashi for access and utility purposes.

CHARACTER OF USE:

Right, privilege and authority to construct, use, maintain and repair a right-of-way over, under and across State-owned land for access and utility purposes.

COMMENCEMENT DATE:

To be determined by the Chairperson.

CONSIDERATION:

This parcel of land is identified and Land Commission Award 9136 to Kiniakapo, Land Patent Grant S-8638 has right under Chapter 7-1 and under Kuleana Act Liber 1850, Page 202 of the Revised Law of Hawaii 1925. Therefore, staff is recommending the consideration be gratis.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with the "Division of Land Management's Environmental Impact Statement Exemption List", approved by the Environmental Council and dated April 28, 1986, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, "Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or expansion or change of use beyond that previously existing"

DCCA VERIFICATION:

Not applicable. The Applicant as a landowner is not required to register with DCCA.

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost;
- 2) Obtain a title report to ascertain ownership, where necessary, at Applicant's own cost and subject to review and approval by the Department;
- 3) Submit copy of modern metes and bounds dated August 29, 2001 and map dated July 19, 2001 by Peter N. Taylor and approved by the State.

REMARKS:

Mr. Francis U. Merriman is the owner of Land Commission Award 9136 (L C Aw. 9136) to Kiniakapo. L C Aw. 9136 was considered an Unlocated Award. In a letter dated April 11, 2000 to the State Land Survey Office, Mr. Merriman requested confirmation on the location of his unlocated L C Aw. 9136. On September 7, 2001, Mr. Randall M. Hashimoto, the State Land Surveyor approved the modern day metes and bounds description dated April 29, 2001, and map dated July 19, 2001 prepared by Mr. Peter N. Taylor, which placed L C AW. 9136 on TMK: (4) 5-6-02 within Parcel 1 owned by the State of Hawaii.

With the placement of L C Aw. 9136, Mr. Merriman through his Attorney Tom C. Leuteneker requested an easement for access and utility purposes over State own lands identified as Parcel 2 of TMK: (4) 5-5-08 and Parcel 1 of TMK: (4) 5-6-02.

Under HRS Chapter 7 Titled Miscellaneous Rights of the People, Land Commission Award 9136 to Kiniakapo, Land Patent Grant S-8638, has rights of access under Chapter 7-1 and under Kuleana Act Liber 1850, Page 202 of the Revised Laws of Hawaii 1925.

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.

The following Agencies were solicited for comments:

County of Kauai, Planning Department and Public Works: no response.

Department of Water: no comments.

Department of Health: no response.

Office of Conservation and Coastal Land: no comments.

Office of Hawaiian Affairs: copy of submittal sent

Historic Preservation commented as follow:

1. We believe there are no historic properties present because request is for access and it will not affect historic properties.

2. We believe that "no historic properties" will be affected.

Mr. Merriman is requesting a right-of-entry. He is trying to plan for his new house and requires access through the State property. Staff has no objections to the request.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Authorize the subject requests to be applicable in the event of a change in the ownership of the abutting parcel described as Tax Map Key: (4) 5-6-02:6, provided the succeeding owner has not had a lease, permit, easement or other disposition of State lands terminated within the last five (5) years due to non-compliance with such terms and conditions.
3. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of a perpetual non-exclusive easement to Francis U. Merriman covering the subject area for access and utility purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current perpetual easement document form, as may be amended from time to time;
 - B. The easement shall run with the land and shall inure to the benefit of the real property described as Tax Map Key: (4) 5-6-02:6, provided however: (1) it is specifically understood and agreed that the easement shall immediately cease to run with the land upon the termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document;
 - C. Review and approval by the Department of the Attorney General; and
 - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
4. Authorize the issuance of a right-of-entry permit to Francis U. Merriman covering the subject area, which are by this reference incorporated herein and further subject to the following:

- A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time; and
- B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Thomas H. Oi
Kauai District Land Agent

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson

ho

Owners of Parcel D
 Abigail Mabou - J. V.
 Edna Anderson - J. V.
 Annabelle A. Bartelsd - V.
 Florence K. Medeiros - V.
 Lucille A. Malama - V.
 Eddy F. Keston - V.
 Anna K. Medeiros - V.
 Yvonne M. - V.
 Samuel Keston - V.
 Louise H. Coakley - V.

SUBJECT EASEMENT

UNLOCATED AWARDS		
Plat	L.C. No.	Area
36		
38	10240	0.818
40	10240	0.392
41	10240	1.278
42	10242	1.187
43	10242	1.237
44	10240	4.225
	10242	
45	10243	1.671
46		
47	10308	3.185
48	10308	1.85
49	10308	7.255
50	10240	1.75
51	10308	0.752
52	10308	0.600

Owners of Parcels 30, 33, 34, 35
 John W. Sanborn, Jr. - 30
 Geoffrey B. Army - 33, 34, 35

Parcel 30 - 2.87
 Parcel 33 - 2.87
 Parcel 34 - 2.87
 Parcel 35 - 2.87
 Parcel 36 - 2.87
 Parcel 37 - 2.87
 Parcel 38 - 2.87
 Parcel 39 - 2.87
 Parcel 40 - 2.87
 Parcel 41 - 2.87
 Parcel 42 - 2.87
 Parcel 43 - 2.87
 Parcel 44 - 2.87
 Parcel 45 - 2.87
 Parcel 46 - 2.87
 Parcel 47 - 2.87
 Parcel 48 - 2.87
 Parcel 49 - 2.87
 Parcel 50 - 2.87
 Parcel 51 - 2.87
 Parcel 52 - 2.87

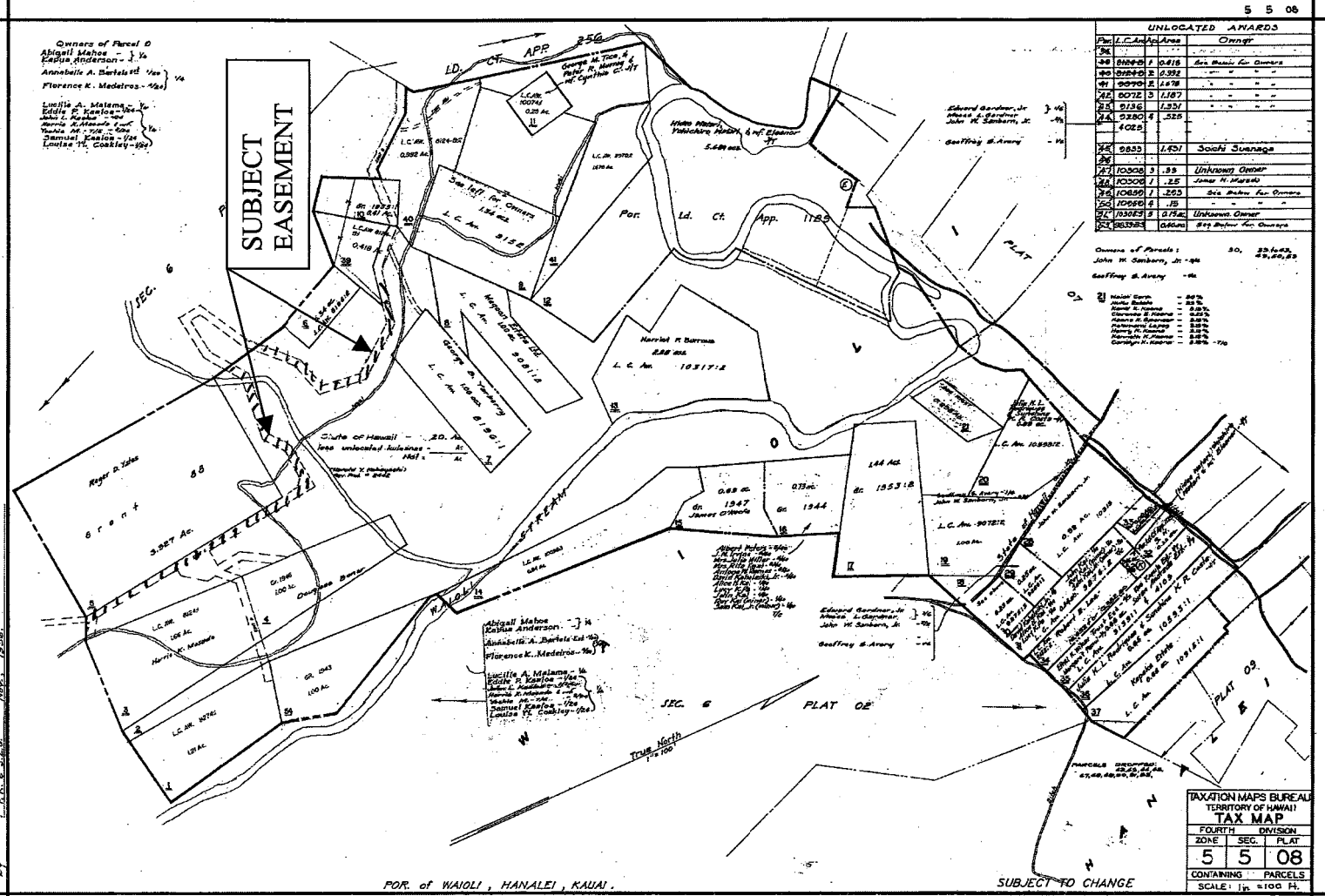


EXHIBIT A

TAXATION MAPS BUREAU
 TERRITORY OF HAWAII
 TAX MAP
 FOURTH DIVISION
 ZONE SEC. PLAT
 5 5 08
 CONTAINING PARCELS
 SCALE: 1" = 100 FT.

EXHIBIT A

R-551

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

OCT 02, 1998 08:02 AM

Doc No(s) 98-148515

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:

DEPT. OF LAND AND NATURAL RESOURCES
LAND DIVISION

Total Number of Pages: 15

Tax Map Key No. (4) 5-6-2:Por. 1
and 5-5-8:Por. 2

GRANT OF NON-EXCLUSIVE EASEMENT

THIS INDENTURE, made and entered into this 30th day of September, 1998, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter referred to as the "Grantor," and MAX W. J. GRAHAM, JR., and KAREN L. GRAHAM, husband and wife, as tenants by the entirety, whose address is Post Office Box 357, Hanalei, Hawaii 96714, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

The Grantor, pursuant to Section 171-13, Hawaii Revised Statutes, for good and valuable consideration, the receipt of which is hereby acknowledged, and of the terms, conditions, and covenants herein contained, and on the part of the Grantee to be observed and performed, does hereby grant unto the Grantee, the following non-exclusive and perpetual easement rights:



Right, privilege, and authority to construct,
use, repair, and maintain access and utility
easements,

in, over, under and across that certain parcel of land ("easement
area") situate at Waioli, Hanalei, Kauai, Hawaii, being
identified as "Perpetual Non-Exclusive Access and Utility
Easements, Easements A, B and C," consisting of the following:

Easement A containing an area of 2747 square feet,

Easement B containing an area of 2832 square feet, and

Easement C containing an area of 2211 square feet,

all more particularly described in Exhibit "A" and delineated on
Exhibit "B", both of which are attached hereto and made parts
hereof, said exhibits being respectively, a survey description
and survey map prepared by the Survey Division, Department of
Accounting and General Services, State of Hawaii, designated
C.S.F. No. 22,726 and dated July 8, 1998, TOGETHER WITH the
rights of ingress and egress to and from the easement area for
all purposes in connection with the rights hereby granted.

TO HAVE AND TO HOLD the easement rights unto the
Grantee, its successors and assigns, in perpetuity, SUBJECT,
HOWEVER, to the following terms, conditions and covenants:

1. The Grantee shall at all times with respect to the
easement area use due care for public safety and agrees to
indemnify, defend, and hold the Grantor harmless from and against
any claim or demand for loss, liability, or damage, including
claims for bodily injury, wrongful death, or property damage,
arising out of or resulting from: 1) any act or omission on the
part of the Grantee relating to the Grantee's use, occupancy,
maintenance, or enjoyment of the easement area; 2) any failure on
the part of the Grantee to maintain the easement area and
sidewalks, roadways and parking areas adjacent thereto in the
Grantee's use and control, and including any accident, fire or
nuisance, growing out of or caused by any failure on the part of
the Grantee to maintain the easement area in a safe condition;
and 3) from and against all actions, suits, damages, and claims

-2-



by whomsoever brought or made by reason of the Grantee's non-observance or non-performance of any of the terms, covenants, and conditions of this grant of non-exclusive easement or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

2. The Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the easement area and to grant to others rights and privileges for any and all purposes affecting the easement area, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with the herein Grantee in the use of the easement area for the purposes for which this easement is granted.

3. All improvements placed in or upon the easement area by the Grantee shall be done without cost or expense to the Grantor and shall remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement area which shall be restored to its original condition, or as close thereto as possible, within a reasonable time after removal.

4. Upon completion of any work performed in or upon the easement area, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement area in a clean and sanitary condition satisfactory to the Grantor.

5. This easement or any rights granted herein shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Grantor.

6. The Grantee shall keep the easement area and the improvements thereon in a safe, clean, sanitary, and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the easement area.



7. Should future development necessitate a relocation of the easement granted herein, or any portion thereof, the relocation shall be accomplished at the Grantee's own cost and expense; provided, however, that if other lands of the Grantor are available, the Grantor will grant to the Grantee without payment of any monetary consideration, a substitute easement of similar width within the reasonable vicinity of the original alignment, which substitute easement shall be subject to the same terms and conditions as that herein granted and as required by law.

8. The Grantee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein granted shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

9. The Grantee, in the exercise of the rights granted herein, shall comply with all of the requirements of the federal, state, and county authorities and shall observe all county ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

10. These easement rights shall cease and terminate, and the easement area shall automatically be forfeited to the Grantor, without any action on the part of the Grantor, in the event of non-use or abandonment by the Grantee of the easement area, or any portion thereof, for a consecutive period of one (1) year.

11. The Grantee shall, upon termination and/or revocation of this easement, peaceably deliver unto the Grantor possession of the premises, together with all improvements existing or constructed thereon or Grantee shall remove such improvements and shall restore the premises to its original state, or as close thereto as possible, within a reasonable time and at the expense of the Grantee, at the option of the Grantor. Furthermore, upon the termination and/or revocation of this easement, should the Grantee fail to remove any and all of Grantee's personal property from the premises, after notice



thereof, the Board may remove any and all of Grantee's personal property from the premises, and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Grantee and the Grantee does agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination of the easement.

12. In case the Grantor shall, without any fault on its part, be made a party to any litigation commenced by or against the Grantee as a result of this grant of non-exclusive easement (other than condemnation proceedings), the Grantee shall pay all costs, including reasonable attorney's fees and expenses incurred by or imposed on the Grantor; furthermore, the Grantee shall pay all costs, including reasonable attorney's fees and expenses, which may be incurred by or paid by the Grantor in enforcing the covenants and conditions of this grant of non-exclusive easement, or in the collection of delinquent rental, fees, taxes, and any and all other applicable charges attributed to said easement area.

13. The Grantee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of Grantee's business, and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee, then the Grantee shall be responsible for the reasonable costs thereof. In addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by Grantee.



The Grantee agrees to indemnify, defend, and hold Grantor harmless, from any damages and claims resulting from the release of hazardous materials on the easement area occurring while Grantee is in possession, or elsewhere if caused by Grantee or persons acting under Grantee. These covenants shall survive the expiration or earlier termination of this easement.

For the purpose of this easement "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

14. Time is of the essence in this agreement and if the Grantee shall abandon the premises, or if this easement and premises shall be attached or taken by operation of law, or if any assignment is made of the Grantee's property for the benefit of creditors, or if Grantee shall fail to observe and perform any of the covenants, terms, and conditions contained in this easement and on its part to be observed and performed, and this failure shall continue for a period of more than sixty (60) calendar days after delivery by the Grantor of a written notice of breach or default, by personal service, registered mail or certified mail to the Grantee at its last known address and to each mortgagee or holder of record having a security interest in the premises, the Grantor may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter the premises, or any part, and upon or without the entry, at its option, terminate this easement without prejudice to any other remedy or right of action for any preceding or other breach of contract; and in the event of termination, at the option of Grantor, all improvements shall remain and become the property of the Grantor or shall be removed by Grantee.

15. The Grantor reserves the right to withdraw the easement for public use or purposes, at any time during this grant of easement upon the giving of reasonable notice by the Grantor and without compensation.

16. The Grantee shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this easement without the prior written approval of the Chairperson and any mortgage, hypothecation, or pledge without the approval shall be null and void.

17. In the event the Grantor seeks to forfeit the privilege, interest, or estate created by this easement, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) calendar days, from the date of receipt of the Grantor's notice, or within an additional period allowed by Grantor for good cause, and add the cost to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Grantor may: (a) pay to the holder from any moneys at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of the debt and mortgage from the holder or if ownership of the privilege, interest, or estate shall have vested in the holder by way of foreclosure, or action in lieu thereof, the Grantor shall be entitled to the conveyance of the privilege, interest, or estate upon payment to the holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with the foreclosure and preservation of its security interest, less appropriate credits, including income received from the privilege, interest, or estate subsequent to the foreclosure; or (b) if the property cannot be reasonably reassigned without loss to the State, then terminate the outstanding privilege, interest, or estate without prejudice to any other right or remedy for any preceding or other breach or default and use its best efforts to redispose of the affected land to a qualified and responsible person free and clear of the mortgage and the debt secured; provided that a reasonable delay by the Grantor in instituting or prosecuting its rights or remedies shall not operate as a waiver of these rights or to deprive it of a remedy when it may still otherwise hope to resolve the problems created by the breach or default. The proceeds of any disposition shall be applied, first, to reimburse the Grantor for costs and expenses in connection with the disposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Grantor in connection with the privilege, interest, or estate terminated;



third, to the mortgagee to the extent of the value received by the State upon redistribution which exceeds the fair market value of the land as previously determined by the State's appraiser; and fourth, to the owner of the privilege, interest, or estate.

18. The Grantee shall provide the Department of Land and Natural Resources, Land Division, with five (5) sets of maps, together with metes and bounds description, of the easement area.

19. The easement area shall not be used at any time by the Grantee, its guests or invitees for parking, storage, dumping, and/or other unacceptable purposes.

20. The Grantee shall be responsible for any repair and/or maintenance of the easement area.

21. The Grantee shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this easement, commercial general liability insurance, in an amount of at least \$300,000.00 for each occurrence and \$500,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii. The policy or policies of insurance shall name the State of Hawaii as an additional insured. The insurance shall cover the entire easement area, including all grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Grantee.

22. Grantee shall not construct, place or maintain any building or structure over and upon the easement area.

23. The Grantee shall comply with all applicable federal and state environmental impact regulations.

24. The Grantee shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from the Grantee's, its invitee's, or its agent's use, maintenance, repair and operation of the easement area, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or

contamination, and shall immediately clean the easement area and its surrounding waters of such pollutant or contaminant and restore to the Grantor's satisfaction the areas affected by such pollution or contamination, all at the Grantee's own cost and expense.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Indenture to be executed as of the day, month, and year first above written.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on January 16, 1998.

By *Robert S. Coleman-Agana*
Chairperson and Member
Board of Land and
Natural Resources

GRANTOR

[Signature]
MAX W.J. GRAHAM, JR.

APPROVED AS TO FORM:

DB Deborah L. Brockman
Deputy Attorney General

[Signature]
KAREN L. GRAHAM

GRANTEE

Dated: 9/9/98

n:\eesmt\tmk(4)5-6-2:por1&5-5-8:por2waioli\graham.dlb





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 22,726

July 8, 1998

PERPETUAL NON-EXCLUSIVE
ACCESS AND UTILITY EASEMENTS

EASEMENTS A, B AND C

Waioli, Hanalei, Kauai, Hawaii

Being portions of the Government Land of Waioli.

EASEMENT A:

Beginning at the southwest corner of this easement and on the southeast boundary of Lot 3 as shown on Map 2 of Land Court Application 256, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAPALIHALA" being 1212.88 feet South and 3984.27 feet West, thence running by azimuths measured clockwise from True South:-

- | | |
|-------------|---|
| 1. 234° 03' | 13.50 feet along Lot 3 as shown on Map 2 of Land Court Application 256; |
| 2. 296° 50' | 60.79 feet along the remainder of the Government Land of Waioli; |
| 3. 320° 57' | 142.92 feet along the remainder of the Government Land of Waioli; |
| 4. 271° 33' | 22.04 feet along the remainder of the Government Land of Waioli; |
| 5. 26° 33' | 13.24 feet along Grant 1953, Ap. 1 to Naweli; |
| 6. 91° 33' | 21.96 feet along the remainder of the Government Land of Waioli; |



EXHIBIT "A"

- | | | |
|----|----------|---|
| 7. | 140° 57' | 145.88 feet along the remainder of the Government Land of Waioli; |
| 8. | 116° 50' | 64.40 feet along the remainder of the Government Land of Waioli to the point of beginning and containing an AREA OF 2747 SQUARE FEET. |

EASEMENT BY

Beginning at the northwest corner of this easement and on the southeast boundary of Grant 1953, Apana 1 to Naweli, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAPALIHALA" being 1352.02 feet South and 3685.68 feet West, thence running by azimuths measured clockwise from True South:-

- | | | |
|----|----------|--|
| 1. | 327° 08' | 34.20 feet along the remainder of the Government Land of Waioli; |
| 2. | 312° 47' | 66.14 feet along the remainder of the Government Land of Waioli; |
| 3. | 281° 06' | 131.74 feet along the remainder of the Government Land of Waioli; |
| 4. | 357° 00' | 12.37 feet along the remainder of the Government Land of Waioli; |
| 5. | 101° 06' | 138.15 feet along the remainder of the Government Land of Waioli; |
| 6. | 132° 47' | 71.06 feet along the remainder of the Government Land of Waioli; |
| 7. | 147° 08' | 30.96 feet along the remainder of the Government Land of Waioli; |
| 8. | 215° 33' | 12.90 feet along Grant 1953, Ap. 1 to Naweli to the point of beginning and containing an AREA OF 2832 SQUARE FEET. |

PRELIM. APPR'D.
Department of the
Attorney General

EASEMENT C: ✓

Beginning at the south corner of this easement and on the northeast boundary of Royal Patent 5373, Land Commission Award 8196, Apana 2 to Hakui, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PAPALIHALA" being 1631.27 feet South and 3525.23 feet West, thence running by azimuths measured clockwise from True South:-


1. 154° 30' 12.06 feet along R.P. 5373, L.C.Aw. 8196, Ap. 2 to Hakui;
2. 250° 00' 14.50 feet along the remainder of the Government Land of Waioli;
3. Thence along the remainder of the Government Land of Waioli on a curve to the left with a radius of 34.00 feet, the chord azimuth and distance being:
213° 30' 40.45 feet;
4. 177° 00' 120.86 feet along the remainder of the Government Land of Waioli;
5. 281° 06' 12.37 feet along the remainder of the Government Land of Waioli;
6. 357° 00' 117.85 feet along the remainder of the Government Land of Waioli;
7. Thence along the remainder of the Government Land of Waioli on a curve to the right with a radius of 46.00 feet, the chord azimuth and distance being:
33° 30' 54.72 feet;

PRELIM. APPR'D.
Department of the
Attorney General

8. 70° 00'

13.34 feet along the remainder of the Government Land of Waioli to the point of beginning and containing an AREA OF 2211 SQUARE FEET.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: 
Jaime F. Alimboyoguen
Land Surveyor gm

Compiled from data furn. by
Wagner Engineering Services,
Inc. and other Govt. Survey
Records.
TMK: 5-5-08:por. 2 and 5-6-02:por. 1



