

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

March 8, 2019

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

Ref No.: GL S-6083

OAHU

Amendment of Grant of Non-Exclusive Easement S-6083 to Waimanalo Paradise, LLC, a Delaware limited liability company, for Seawall and Steps Purposes; Waimanalo, Koolau-poko, Oahu, Tax Map Key: (1) 4-1-002: seaward of 007. The purpose of the amendment is to modify an easement provision that is in conflict with the rights and privileges granted by the easement.

BACKGROUND:

At its meeting on November 14, 2014, under agenda item D-21, the Board approved the grant of a term, non-exclusive easement for seawall and steps purposes for the subject property. The easement received legislative approval during the 2015 legislative session and consideration for the easement at fair market value as determined by independent appraisal was paid to the Department. The easement was executed as GL S-6083 on October 29, 2015. GL S-6083 covers the seawall, steps and an area of fast land between the seawall and the seaward boundary of the property. A copy of the easement document is attached as exhibit A.

The current landowner of landward parcel, TMK (1) 4-1-002:007, and grantee of the easement, Waimanalo Paradise LLC, a Delaware limited liability company (Grantee) is now planning to undertake a project to repair the seawall. In planning the project, Grantee discovered potential conflicting language within the grant of easement document that may affect the Grantee's ability to proceed with the project. Grantee seeks approval from the Board to amend GL S-6083 in order to resolve the potential conflicts.

REMARKS:

The seawall is approximately 100 years old and is in a deteriorated condition. Deficiencies in the seawall include cracks, delamination, spalling, abrasion, undermining and sinkholes. After conducting preliminary engineering assessments, Grantee desires to install a supplemental structure landward of the existing seawall that would serve to reinforce and stabilize the existing seawall, with minimal modification to the existing structure. The shoreline for the property was located at the base of the seawall and certified on June 5, 2018. The supplemental structure would be located mauka of the

certified shoreline but within the easement area.

Installation of the supplemental structure is preferred over the significant alteration or replacement of the existing seawall that would otherwise be required. This would allow the existing seawall to preserve its non-conforming status. Additionally, the easement prohibits the grantee from extending the seawall and steps seaward of their present location. The proposed project would ensure compliance with that requirement of the easement, as well as minimize impacts to the marine environment by avoiding any placement of structures in the shoreline area and conservation district.

Section 18 of easement states:

“No building, structure or improvements other than the existing seawall and steps shall be placed or constructed within the easement area.”

Narrowly construed, section 18 could be interpreted to prohibit any improvement to support the existing seawall and other steps beyond minor repair. However, the easement granting clauses bestow to the grantee the right, privilege and authority to use, maintain, repair, replace and remove existing seawall and steps. Additionally, the easement permits the existing seawall to be rebuilt and improved provided that approval is granted by the Board. Therefore, it appears that section 18 conflicts with the other provisions of the easement by prohibiting any structure other than the existing seawall and steps in the easement area.

The Board is requested to approve the amendment of section 18 in order to conform to the other provisions in the easement. If approval is granted by the Board, staff will work with the Grantee on appropriate language for the amendment, provided that the amendment is subject to acceptance by the Chairperson and the Attorney General. Finally, upon amendment of the easement, Grantee will work to finalize the project scope and proceed with regulatory approvals. As required by the easement, Grantee will also return to the Board to request approval for the project.

RECOMMENDATION: That the Board:

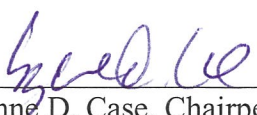
- 1) Approve the amendment of section 18 of GL S-6083 as described above, with the amendment subject to acceptance by the Chairperson and the Attorney General.

Respectfully submitted,




Ian Hirokawa
Special Projects Coordinator

APPROVED FOR SUBMITTAL:



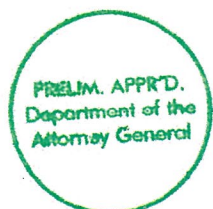
Suzanne D. Case, Chairperson



in, over, under and across that certain parcel of land ("area"), also referred to as "premises," situate at Pahonu, Waimanalo, Koolaupoko, Oahu, Hawaii, being identified as "Non-Exclusive Seawall and Steps Easement," containing an area of 4539 square feet, more or less, 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. 25,416 and dated February 17, 2015, 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, SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. The term of this easement shall be fifty-five (55) years, commencing on the 29th day of OCTOBER, 2015, up to and including the 28th day of OCTOBER, 2070, unless sooner terminated as hereinafter provided, the Grantor reserving and the Grantee yielding and paying to the Grantor at the Office of the Department of Land and Natural Resources, Honolulu, Oahu, State of Hawaii, a one time payment, payable in advance, without notice or demand of SIXTY ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$61,400.00).



THE GRANTOR AND THE GRANTEE COVENANT AND AGREE AS
FOLLOWS:

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 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 the right 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 Grantee in the use of the easement area for the purposes for which this easement is granted.

3. The placement of all improvements 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 subject to the terms of paragraphs 10 and 14 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. Throughout the term of this easement (unless sooner abandoned or otherwise terminated herein) this easement shall run with the land and shall inure to the benefit of the real property described as tax map key no. (1) 4-1-002:007, provided however, that the Grantee shall carry the required liability insurance covering the easement area and comply with all other terms and conditions as provided herein, and that the Grantee, or authorized representative of the Grantee's estate, shall notify the Grantor in writing when this easement is sold, assigned, conveyed, or otherwise transferred, and Grantee shall notify the Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document.

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. 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.

8. 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 laws, rules and regulations, now in force or which may hereinafter be in force.

9. 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.

10. The Grantee shall, at the end of the term or other sooner termination 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 their original state, or as close thereto as possible, within a reasonable time and at the expense of the Grantee. If the



Grantee does not remove the improvements or restore the premises to the satisfaction of the Grantor, the Grantor may effect such action and the Grantee agrees to pay all costs and expenses for such action. Furthermore, upon the expiration, termination, 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 Grantor 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.

11. The Grantee shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this easement, comprehensive general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board of Land and Natural Resources. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire easement area, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the easement in the use or control of the Grantee.

The Grantee, prior to entry and use of the easement area or within fifteen (15) days after the effective date of this easement, whichever is sooner, shall furnish the Grantor with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire easement term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the Grantor. The Grantor may at any time require the Grantee to provide Grantor with copies of the insurance policy(s) that are or were in effect during the easement period.

The Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required by this easement. If, in the opinion of the Grantor, the insurance provisions in this easement do not provide adequate



protection for the Grantor, the Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Grantor's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Grantor shall notify Grantee in writing of changes in the insurance requirements and Grantee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Grantor incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Grantee's liability under this easement nor to release or relieve the Grantee of the indemnification provisions and requirements of this easement. Notwithstanding the policy(s) of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by Grantee's negligence or neglect connected with this easement.

It is agreed that any insurance maintained by the Grantor will apply in excess of, and not contribute with, insurance provided by Grantee's policy.

12. Grantor reserves the right to withdraw the easement for public use or purposes, at any time during the term of this easement upon the giving of reasonable notice to Grantee. Upon withdrawal of the easement, Grantor shall return to Grantee a portion of the one-time payment described in paragraph 1. For purposes of determining the amount to be returned to the Grantee, the term "net payment" shall mean the one-time payment described in paragraph 1 reduced by any non-refundable portion of the one-time payment, if any, that Grantor was required by statute to pay to any other entity or body. The amount returned to Grantee shall be the net payment prorated for the unused term of the easement.

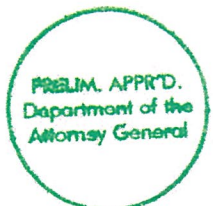
13. The Grantee shall not mortgage, hypothecate, or pledge the premises, any portion, or any interest in this easement without the prior written approval of the Chairperson of the Board of Land and Natural Resources and any mortgage, hypothecation, or pledge without the approval shall be null and void.

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. 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 redispense 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

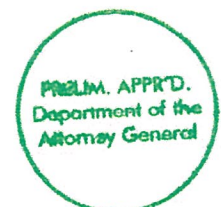


default. The proceeds of any disposition shall be applied, first, to reimburse the Grantor for costs and expenses in connection with the disposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Grantor in connection with the privilege, interest, or estate terminated; third, to the mortgagee to the extent of the value received by the State upon disposition 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.

16. 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.

17. 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.

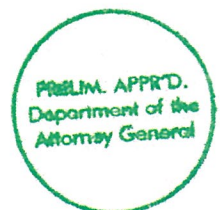
18. No building, structure or improvements other than the existing seawall and steps shall be placed or constructed within the easement area.

19. The Grantee acknowledges and agrees that the existing seawall and steps described in Exhibit "A" and delineated on Exhibit "B" herein are nonconforming and, further, that the Grantee is prohibited from rebuilding or altering said existing seawall and steps without first obtaining the appropriate permission (e.g., conservation district use permit) from Grantor. In no event may Grantee extend the existing seawall and steps seaward of their present location. Furthermore, the Grantee shall keep the existing seawall and steps in good condition and repair; provided, however, if the existing seawall and steps are substantially (greater than fifty percent) or completely destroyed as determined by the Grantor, this easement and all rights granted herein shall cease and terminate automatically without any further action on the part of the Grantor.

20. The public shall have access across the easement area at all times.

21. The Grantee shall hold harmless, defend, and indemnify the State of Hawaii, its boards, departments, agencies, and public and appointed officials from any and all claims for harm, taking, damages, loss of land, or specific performance that may arise out of or result from the existence and effect of the existing seawall and steps on the flow of ocean water that, in turn, may affect or cause lateral erosion of shoreline land in either direction along the shore from the existing seawall and steps.

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



23. 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.

24. The Grantee shall maintain, repair and upkeep the existing seawall and steps in a condition satisfactory to the Grantor, and in a manner that will enhance the public shoreline and access thereto. Any improvements to the existing seawall and steps shall be subject to the prior written approval of the Board of Land and Natural Resources and any other appropriate permission. Upon abandonment, expiration or termination of this easement, if desired by the Grantor, the Grantee, its successors and assigns, at its sole cost and expense, shall remove the existing seawall and steps and restore the area to a condition satisfactory to the Grantor.

25. 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.

26. Section 171-53(c), Hawaii Revised Statutes, requires the prior approval of the Governor of the State of Hawaii to be obtained for this term easement. The Governor of the State of Hawaii's approval was obtained on May 29, 2015.

27. Section 171-53(c), Hawaii Revised Statutes, requires the prior authorization of the legislature by concurrent resolution to be obtained for this term easement. House Concurrent Resolution No. 34, H.D. 1 was adopted in final form on April 28, 2015.

28. The Grantee shall conduct an archaeological inventory survey, including assessment of the seawall, prior to the issuance of any future permit involving ground-disturbing activities.

29. This easement is subject to any shoreline

hardening policy that may be adopted by the Board of Land and Natural Resources prior to execution of the grant of easement.

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 November 14, 2014.

By *Suzanne D. Case*
SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

GRANTOR

WAIMANALO PARADISE LLC, a Delaware limited liability company

By: *Judy Grimanis*
Judy Grimanis
Its Manager

By _____
Its _____

APPROVED AS TO FORM:

Amanda J. Weston
AMANDA J. WESTON
Deputy Attorney General

Dated: June 22, 2015

By _____
Its _____

GRANTEE



STATE OF

)

) SS.

COUNTY OF

)

On this _____ day of _____, 20____,
before me personally appeared _____,
to me personally known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as the
free act and deed of such person, and if applicable in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.

Notary Public, State of

My commission expires: _____



STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 9th day of September, 2015,
before me personally appeared Judy Grimanis,
to me personally known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as the
free act and deed of such person, and if applicable in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.



Dorinda A. Karom
Notary Public, State of

Illinois

My commission expires: 9-11-18





STATE OF HAWAII
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 25,416

February 17, 2015

NON-EXCLUSIVE SEAWALL AND STEPS EASEMENT
Fronting Land Court Application 997

Pahonu, Waimanalo, Koolaupoko, Oahu, Hawaii

Comprising the following:

- A. Portion of the Government (Crown) Land of Waimanalo.
- B. Portion of Grant 7618 to Nohokula.

Beginning at the southeast corner of this easement and at the northeast corner of Land Court Application 997, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MAKAPUU" being 6023.18 feet North and 8944.61 feet West, thence running by azimuths measured clockwise from True South:-

- | | | |
|----|----------|----------------------------------------------|
| 1. | 132° 15' | 61.93 feet along Land Court Application 997; |
| 2. | 203° 16' | 3.10 feet along Land Court Application 997; |
| 3. | 119° 17' | 50.70 feet along Land Court Application 997; |
| 4. | 37° 03' | 3.84 feet along Land Court Application 997; |
| 5. | 123° 22' | 8.40 feet along Land Court Application 997; |
| 6. | 116° 27' | 28.68 feet along Land Court Application 997; |
| 7. | 106° 40' | 99.74 feet along Land Court Application 997; |

PRELIM. APPRD.
Department of the
Attorney General

8.	14° 59'	19.45 feet along Land Court Application 997;
9.	48° 39'	11.43 feet along Land Court Application 997;
10.	107° 35'	1.05 feet along Land Court Application 997;
11.	54° 20'	23.90 feet along Land Court Application 997;
12.	133° 40'	42.50 feet along Land Court Application 997;
13.	106° 56'	93.50 feet along Land Court Application 997;
14.	108° 30'	103.50 feet along Land Court Application 997;
15.	179° 35'	16.90 feet along Land Court Application 997;

Thence along the seaward face of concrete and rock seawall for the next sixteen (16) courses, the direct azimuths and distances between points along said seaward face of concrete and rock seawall being:

16.	197° 04'	0.73 of a foot;
17.	287° 41'	110.97 feet;
18.	351° 21'	12.50 feet;
19.	285° 56'	81.75 feet;
20.	286° 46'	24.70 feet;
21.	357° 42'	8.00 feet;
22.	285° 37'	15.00 feet;
23.	216° 57'	6.00 feet;
24.	278° 46'	15.80 feet;
25.	195° 32'	23.50 feet;
26.	286° 37'	102.00 feet;
27.	297° 44'	34.00 feet;

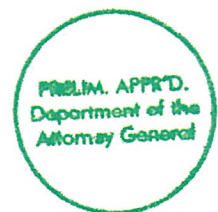


- | | | |
|-----|----------|------------------------------------------------------------------------------------------------------------------------------------|
| 28. | 207° 02' | 5.00 feet; |
| 29. | 299° 40' | 61.30 feet; |
| 30. | 38° 37' | 4.50 feet; |
| 31. | 312° 22' | 58.05 feet; |
| 32. | 31° 42' | 3.68 feet along Grant 11,795 to Louis C. Brown to the point of beginning and containing an AREA OF 4539 SQUARE FEET, MORE OR LESS. |

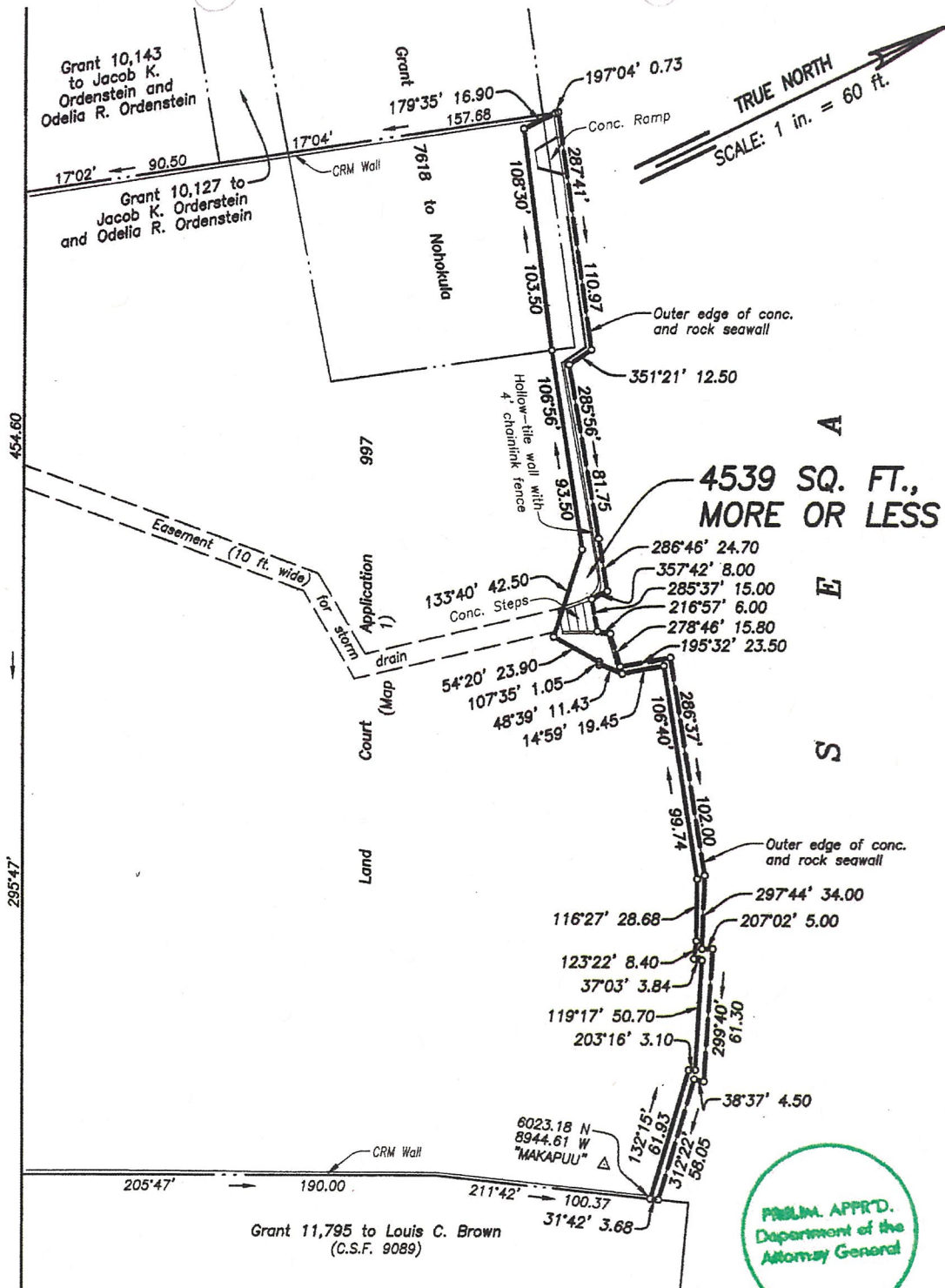
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Gerald Z. Yonashiro
Gerald Z. Yonashiro
Land Surveyor rm

Compiled from map and desc. furn. by
Hawaii Land Consultants. Said map and
desc. have been examined and checked
as to form and mathematical correctness
but not on the ground by the Survey Division.



KALANIANA'OLE HIGHWAY



NON-EXCLUSIVE SEAWALL AND STEPS EASEMENT

Fronting Land Court Application 997

Pahonu, Waimanalo, Koolau, Oahu, Hawaii

Job 0-008(15)

C. BK.

Scale: 1 inch = 60 feet

EXHIBIT "B"

Fronting Parcel 7 of TMK: 4-1-02

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

C.S.F. NO. 25,416

STATE OF HAWAII

RDM February 17, 2015