

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

May 28, 2021

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

KAUA'I

CONSENT TO ASSIGN GENERAL LEASE NO. SP0152, ANNA THUENTE, WIDOW ALSO KNOWN AS ANNA KNAPP-THUENTE, AND DONALD THUENTE, HUSBAND OF MARY THUENTE, ASSIGNORS, TO, ANNA THUENTE, WIDOW ALSO KNOWN AS ANNA KNAPP-THUENTE, AND DONALD THUENTE, HUSBAND OF MARY THUENTE, ASSIGNORS, ANNA FERN WHITE, UNMARRIED, ASSIGNEES, LOT 84, PU'U KA PELE PARK LOTS, WAIMEA (KONA), KAUA'I, TAX MAP KEY: (4)1-4-002:086

APPLICANT:

Anna Thuente, widow also known as Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, Assignors, to Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, and Anna Fern White, Unmarried, Assignees

LEGAL REFERENCE:

Section 171-36(a)(5), Hawai'i Revised Statutes, as amended.

LOCATION:

LOT 84, Pu'u Ka Pele Park Lots, Waimea (Kona), Kaua'i, Tax Map Key:
(4)1-4-002:086, as shown on the attached legal description and survey map labeled
EXHIBIT A.

AREA:

0.82 acres, more or less.

TRUST LAND STATUS:

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

ITEM E-1

CHARACTER OF USE:

Recreation – residence.

TERM OF LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028. There was one rental reopening on the tenth year.

ANNUAL RENTAL:

Eighteen thousand and no/dollars (\$18,000.00) annually due on the first of every January.

CONSIDERATION:

Anna Thuente attests a sum of Ten Dollars (\$10.00) compensation was given for the assignment of the lease per the attached affidavit labeled **EXHIBIT B**.

RECOMMENDED PREMIUM:

Not applicable for the assignment of this lease.

DCCA VERIFICATION:

NONE. Applicant is not required to register with DCCA.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit a fully executed assignment of lease and meet other requirements as deemed to best serve the interest of the State..

REMARKS:

Anna Thuente had initially held the lease covering the subject property under SP0152 effective January 6, 2009 as a result of direct negotiations with the Department of Land and Natural Resources (DLNR) pursuant to Act 223 (SLH2008). Anna held the previous lease covering the property and a revocable permit immediately prior to the new lease being issued.

At its meeting of July 22, 2009, under agenda item E-11, the Board of Land and Natural Resources (Board), approved the request to assign the lease from Anna Thuente to Anna Thuente, Miles Kawamoto, Michael Zins and Gary Miller. Subsequently, the Board at its meeting on May 13, 2016, under agenda item E-1, approved to assign the lease from Anna Thuente, Miles Kawamoto, Michael Zins and

Gary Miller, Assignors, to Anna Thuente, widow, Assignee. No premium was charged for the assignment.

By way of a letter dated January 7, 2020, with a copy of the Assignment of Lease Document from the Applicant's attorney, State Parks was informed that Ms. Thuente, would like to request the Board's approval to add her daughter's name on the lease and assign the lease from Anna Thuente, widow also known as Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, Assignors, to Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, and Anna Fern White, Unmarried, Assignees.

Lessees are in compliance with the rent as well as the liability insurance required pursuant to the terms of the lease.

Staff notes that the term of the lease is for a period of 20 years commencing January 1, 2009 up to and including the 31st day of December 31, 2028.

Assignees 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.

No comments have been solicited or received from any agency or the community. Staff has no objections to this request.

RECOMMENDATION:

That the Board consent to the Assignment of General Lease No. SP0152, Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, as Assignors, to Anna Knapp-Thuente, and Donald Thuente, husband of Mary Thuente, and Anna Fern White, Unmarried, Assignees, subject to the terms above which are hereby incorporated by reference and further subject to the following:

- a. The standard terms and conditions of the most current consent and/or amendment to lease forms, as may be amended from time to time.
- b. Review and approval by the Department of the Attorney General; and,
- c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

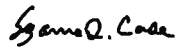
May 28, 2021

Respectfully submitted,



CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

EXHIBIT A – Legal Description and Survey Map
EXHIBIT B – Affidavit



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.P. No. KAUAI FILE
FOLDER 2

November 27, 1967

(REVISED - NOVEMBER, 1967)

PUU KA PELE PARK LOTS

LOT 84

Waimea (Kona), Kauai, Hawaii

Being a portion of Waimea Canyon Park
(Governor's Executive Order 2209)

Beginning at the north corner of this lot, the south-
west corner of Lot 78 of Puu Ka Pele Park Lots, the coordinates
of said point of beginning referred to Government Survey Tri-
angulation Station "HALE 2" being 1796.94 feet South and 941.82
feet West, as shown on H.S.S. Plat 3095, thence running by azi-
muths measured clockwise from True South:-

1. 262° 07' 130.00 feet along Lot 78 of Puu Ka Pele Park
Lots;
2. 33° 26' 248.09 feet along remainder of Waimea Canyon
Park (Governor's Executive Order
2209);
3. 89° 24' 185.75 feet along remainder of Waimea Canyon
Park (Governor's Executive Order
2209);
4. 207° 17' 135.64 feet along remainder of Waimea Canyon
Park (Governor's Executive Order
2209);
5. 238° 43' 130.68 feet along remainder of Waimea Canyon
Park (Governor's Executive Order
2209), to the point of beginning
and containing an Area of 0.82
Acre.

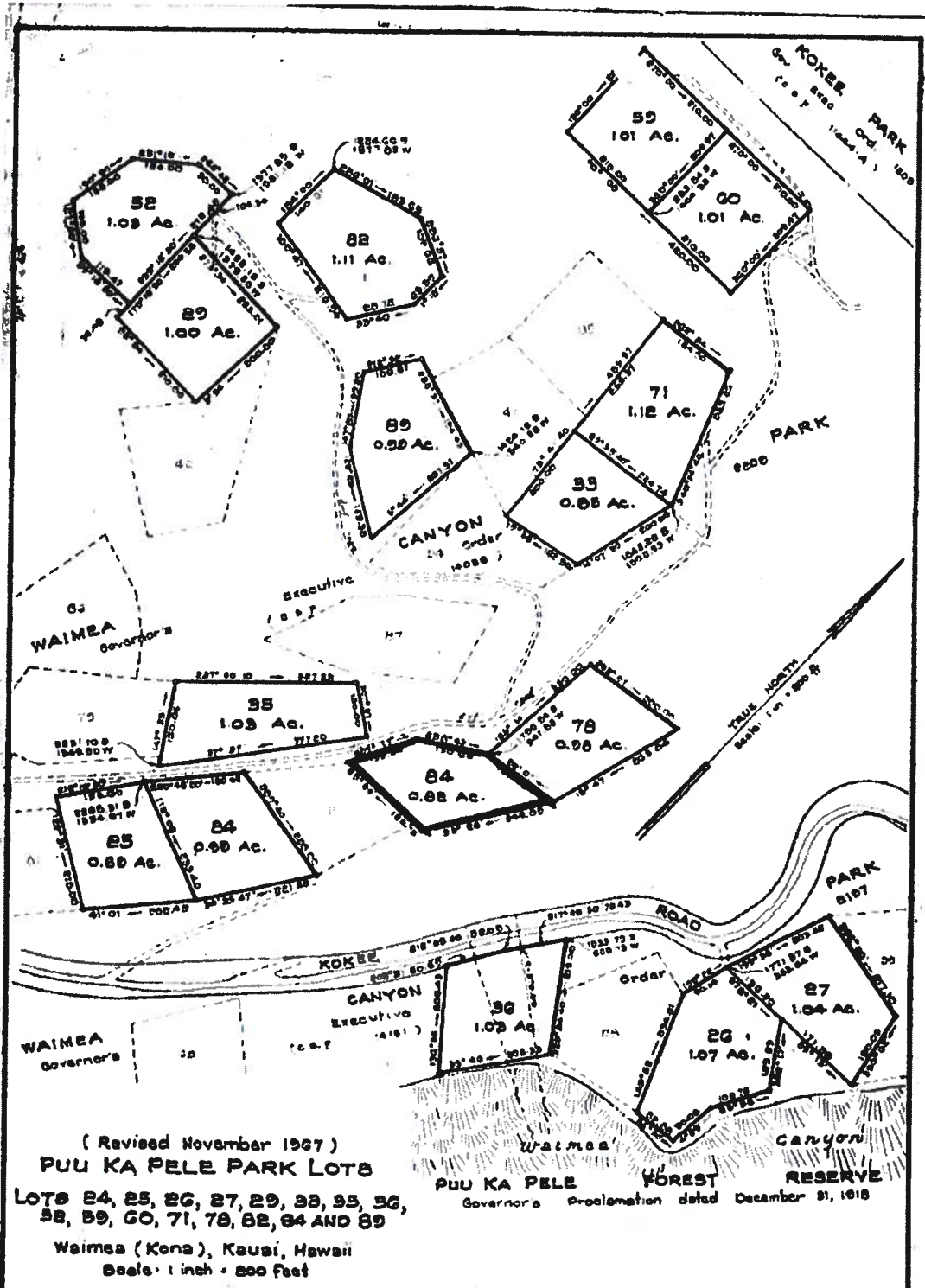
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

BY: Akira Ishida
Akira Ishida
Land Surveyor

Compiled from survey
by J. Chrystal, Jr.,
A. Ishida and Govt.
Survey Records.

EXHIBIT "A"

EXHIBIT A



(Revised November 1967)
PUU KA PELE PARK LOTS
 LOTS 24, 25, 26, 27, 29, 30, 31, 32, 33, 34,
 35, 36, 52, 53, 54, 55, 56, 57, 58, 59, 60, 71, 78, 82, 84 AND 89
 Waimea (Kona), Kaula, Hawaii
 Scale: 1 inch = 200 feet

Waiimea Canyon
PUU KA PELE FOREST RESERVE
 Governor's Proclamation dated December 31, 1918

JOB No. K-3711
 C. B. L. B. Field (Kona)

All lot corners marked with pipes
 October 1967, A.T. Al and J.C. Jr.
 Coordinates referred to HALE 2° A

TAX MAP 1-4-68
 Sheet 2 of 2 sheets
 Date: November 2, 1967

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

C30 Nov 27, 1967

ASSIGNMENT OF GENERAL LEASE NO. SP-0152

THIS ASSIGNMENT dated December 3, 2019, is made by and between ANNA THUENTE, also known as ANNA KNAPP-THUENTE, widow, whose mailing address is 3-3400 Kuhio Highway, #C-310, Lihue, Hawaii 96766, and DONALD THUENTE, husband of Mary Thuente, whose residence and mailing address is 12544 Wild Trout Trail, Conifer, Colorado 80433, hereinafter called "Assignors", and ANNA KNAPP-THUENTE, also known as Anna Thuente, widow, whose mailing address is 3-3400 Kuhio Highway, #C-310, Lihue, Hawaii 96766, DONALD THUENTE, husband of Mary Thuente, whose residence and mailing address is 12544 Wild Trout Trail, Conifer, Colorado 80433, and ANNA FERN WHITE, unmarried, whose residence and mailing address is 55-2043 Kohala Mountain Road, Hawi, Hawaii 96719, hereinafter called "Assignees";

WITNESSETH:

In consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Assignees, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements of the Assignees hereinafter expressed, the Assignors do hereby sell, assign, transfer and deliver all of the right, title and interest of the Assignors in and to the General Lease No. SP-0152 described in Exhibit "A", attached hereto and expressly made a part hereof, unto the Assignees, as joint tenants with full rights of survivorship, the survivor of them, their successors and assigns.

TO HAVE AND TO HOLD said Lease and all the right, interest and estate of the Assignors in and to the premises demised by and described in the Lease, and all the rights, privileges, building, improvements and appurtenances situated on or built on or used, occupied and enjoyed in connection with the Lease, unto the Assignees,

EXHIBIT B

according to the tenancy set forth herein, for and during the unexpired term of the Lease.

This Assignment is subject, however, to the payment of the rents reserved by the Lease and subject also to the covenants and conditions contained in the Lease which are or ought to be observed by the Lessee therein named.

The Assignees confirm that Assignees have inspected the property being conveyed and specifically attest that Assignees are leasing the property on an "AS IS" basis, with a full understanding that only Assignees and not the Assignors will be responsible for any and all imperfections, defects, obsolescence, wear and tear, and all other conditions of said property and hereby waives any claim hereafter against the Assignors for breach of express or implied warranty as to the condition of the property.

The Assignees do hereby promise, covenant and agree to and with the Assignors that the Assignees will pay the rent, taxes, assessments and other charges reserved in said Lease as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully at all times hereafter indemnify and save the Assignors harmless from and against the nonpayment of said rent, taxes, assessments and other charges and the nonobservance of the covenants and conditions contained in said lease.


The rights and obligations of the Assignors and the Assignees shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, administrators, successors, successors in trust and permitted assigns. All obligations undertaken by two or more persons shall be deemed joint and several unless a contrary intention is clearly expressed elsewhere herein.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same

counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNOR:


ANNA THUENTE, also known as
ANNA KNAPP-THUENTE


DONALD THUENTE

ASSIGNEE:


ANNA KNAPP-THUENTE, also known as
ANNA THUENTE


DONALD THUENTE

ANNA FERN WHITE

counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

ASSIGNOR:

ANNA THUENTE, also known as
ANNA KNAPP-THUENTE

DONALD THUENTE

ASSIGNEE:

ANNA KNAPP-THUENTE, also known as
ANNA THUENTE

DONALD THUENTE

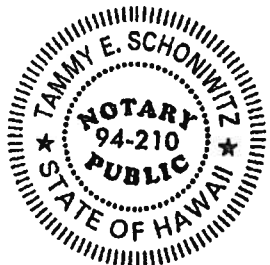


ANNA FERN WHITE

STATE OF HAWAII)
)
COUNTY OF KAUAI) SS.

On this 3rd day of December, 2019, before me personally appeared ANNA THUENTE, also known as ANNA KNAPP-THUENTE, to me known to be the person described herein, who, being by me duly sworn or affirmed, did say that she executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0152 dated December 3, 2019, as Assignor and Assignee, which document consists of eight (8) pages (including Exhibit "A"), as her free act and deed.

Witness my hand and seal.



Tammy E. Schonwitz
Name of Notary: Tammy E. Schonwitz
Notary Public, Fifth Judicial Circuit
State of Hawaii

My commission expires: 4/11/22
Commission No.: 94-210

STATE OF COLORADO)
)
COUNTY OF Jefferson) SS.

On this 20 day of November, 2019, before me personally appeared DONALD THUENTE, to me known to be the person described herein, who, being by me duly sworn or affirmed, did say that he executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0152 dated _____, as Assignor and Assignee, which document consists of eight (8) pages (including Exhibit "A"), as his free act and deed.

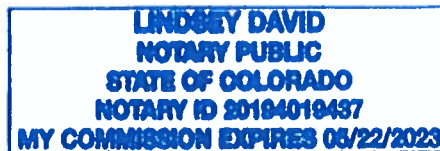
Witness my hand and seal.



Name of Notary: Lindsey David
Notary Public, in and for said County
and State

My commission expires: 05/22/2023

Commission No.: 20194019437



STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 3rd day of December, 2019, before me personally appeared ANNA FERN WHITE, to me known to be the person described herein, who, being by me duly sworn or affirmed, did say that she executed the foregoing ASSIGNMENT OF GENERAL LEASE NO. SP-0152 dated December 3, 2019, as Assignee, which document consists of eight (8) pages (including Exhibit "A"), as her free act and deed.

Witness my hand and seal.

Virginia A. Kokal

Name of Notary: Virginia A. Kokal
Notary Public, Third Judicial Circuit
State of Hawaii

My commission expires: 01-07-2022
Commission No.: 17-603

LS

NOTARY CERTIFICATION	
Doc. Date: <u>12-3-19</u>	# Pages: <u>8</u>
Name: <u>Virginia A. Kokal</u>	<u>Third Circuit</u>
Doc. Description: <u>Assignment of General</u> <u>LEASE NO. SP-0152</u>	
<u>Virginia A. Kokal</u>	<u>12/3/19</u>
Signature	Date

LS

