

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

October 22, 2021

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

KAUA'I

CONSENT TO ASSIGN GENERAL LEASE NO. SP0131, WILLIAM OLSON, ASSIGNOR, TO, ASSIGNEE, OLSON FAMILY TRUST LLC, A HAWAII LIMITED LIABILITY COMPANY

AND

AMENDMENT OF GENERAL LEASE NO. SP0131, WILLIAM OLSON, LESSEE, WAIMEA CANYON STATE PARK, LOT 72, KOKE'E CAMP SITE LOTS, WAIMEA (KONA), KAUAI, HAWAII, TAX MAP KEY: (4) 1-4-004:068. THE PURPOSE OF THE AMENDMENT IS TO CORRECT THE TERMINATION DATE TO READ DECEMBER 31, 2028.

APPLICANT:

Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as William A. Olson as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i Limited Liability Company

LEGAL REFERENCE:

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

LOCATION:

Lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-004:068, as shown on the attached legal description and survey map labeled **EXHIBIT A**.

AREA:

0.56 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

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 scheduled after ten years, General Lease No. SP0131.

CURRENT ANNUAL RENTAL:

Five thousand five hundred dollars (\$5,500.00) annually due on the first of every January.

CONSIDERATION:

Ten dollars (\$10.00) and other valuable consideration.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit fully executed assignment of lease and meet other requirements as described herein.

BACKGROUND:

William Olson entered into a lease under General Lease No. SP0131 effective January 6, 2009 as a result of direct negotiations with the Department of Land and Natural Resources (DLNR) pursuant to Act 223 SLH 2008. William Olson held the previous lease covering the property and a revocable permit immediately prior to the new lease being issued.

By way of a letter dated July 16, 2021, Jan Olson, as Trustee of the William A. Olson and Jan N. Olson Trust, also known as William Olson, as Assignor, had informed State Parks that due to William Olson's medical condition, letter attached as **EXHIBIT B**, they wish to transfer the lease over to the Olson Family Trust LLC, a Hawai'i Limited Liability Company.

Jan Olson and her husband William Olson has a long history connection with Koke'e camp site Lot 72. They both currently live on the island of Oahu and would visit and stay at the cabin whenever possible. Their daughter grew up staying at the cabin often. Here Jan shares a brief memory:

"The first time I saw our cabin I fell in love. There is a magic there that is hard to describe. It's like you are in a little bit of a dream. We had a tradition of spending the Thanksgiving 4-day holiday there. (I was a teacher at a public school, Sunset

Beach Elementary School, for over 35 years.) We'd fly over to Kauai Wednesday night and shop at the Big Save Market in Waimea. (I would bring over a frozen turkey in my luggage.) Then we would drive up the "long and winding road" to our cabin. Thursday the windows would fog up with all the steam from the cooking and preparations for the feast. Friday and Saturday, we'd feast on the leftovers and Sunday return home. I never wanted to leave the cabin, every single time. We loved it so."

With Mr. Olson's medical condition, he can no longer travel there. However, Olson's daughter and her 'ohana would love to keep the cabin in the family and continue using it. As part of their estate planning, they wish to transfer the lease over to the Olson Family Trust LLC.

REMARKS:

Lessee is 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. On the first page of the lease, however, the termination date is listed as December 31, 2029 in error. This would indicate a 21-year lease and is inconsistent with Act 223. Upon consultation with the Department of the Attorney General, a simple amendment can be made to the lease correcting the termination date to read December 31, 2028. Staff recommends this be completed simultaneously with the other documents necessary for the assignment.

The Assignee 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. SP0131, Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as William A. Olson, as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i Limited Liability Company, subject to the terms above which are hereby incorporated by reference and further subject to the following:

- a. That the lease be amended to correct the termination date to read December 31, 2028;
- b. The standard terms and conditions of the most current consent and/or amendment to lease forms, as may be amended from time to time;
- d. Review and approval by the Department of the Attorney General; and,

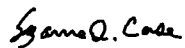
- e. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

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 – Lot 72 Location

EXHIBIT B – Affidavit, Letter of Request



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

~~XXXXXXXX~~ KAUAI FILE
FOLDER 3

November 2, 1966

KOKEE CAMP SITE LOTS

LOT 72

Waimea (Kona), Kauai, Hawaii

Being a portion of Kokee Park
(Governor's Executive Order 1509)

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet North and 298.03 feet West, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from True South:-

1. 183° 04' 94.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
2. 292° 17' 81.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
3. 287° 00' 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
4. 31° 37' 30" 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
5. 127° 51' 30" 185.24 feet along Lot 73 of Kokee Camp Site Lots to the point of beginning and containing an AREA OF 0.56 ACRE.

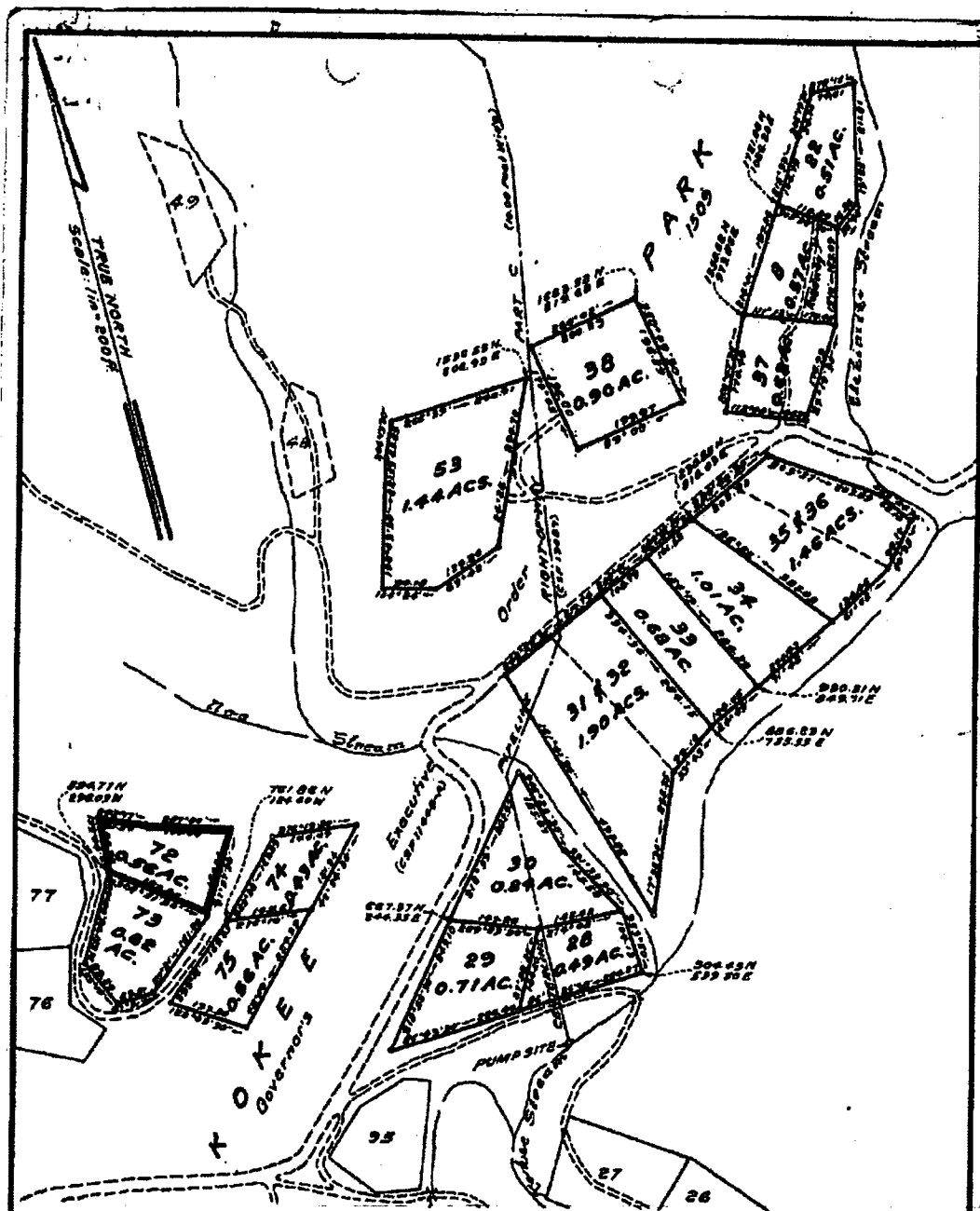
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Akira Taga
Akira Taga
Land Surveyor vt

Compiled from maps by
Henry Sumida and Associates, Inc. and Govt.
Survey Records.

EXHIBIT "A"

EXHIBIT A



KOKEE CAMP SITE LOTS
LOTS 8, 22, 28, 29, 30, 31 & 32, 33, 34, 35 & 36,
37, 38, 53, 72, 73, 74 AND 75

Waimea, (Kona) Kauai, Hawaii

EXHIBIT "B"

Scale: 1 inch = 200 feet

Lots 8 and 37 (combined) See map
 and description dated May 18, 1965
 All corners marked with pipes
 Coordinates referred to Kokee 'A'

JOB K-3025
 C. BK

TAX MAP 1-4-64
 KAUAI FILE
 FOLDER 3

SURVEY DIVISION
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
 STATE OF HAWAII

Sheet 4 of 7 Sheets

A.T. Nov. 2, 1966



Law Offices of Einwechter and Hyatt

Serving California and Hawaii
59-780 Kapuhi PL Haleiwa, Hawaii 96712
Phone: (808) 452-1390 Email: mike@EandHLegal.com

July 16, 2021

State of Hawaii
Dept. Of Land and Natural Resources
Division of State Parks
ATTN: Keiki Kipapa
1151 Punchbowl St. Rm 310
Honolulu, HI 96813

RE: Assignment of Lease SP-0131

Aloha Ms. Kipapa,

You and I have spoken on the phone and exchanged emails about the enclosed lease assignment. My firm represents Ms. Jan Olson as Trustee of the William A. Olson and Jan N. Olson Trust. William and Jan greatly enjoyed their Kokee cabin but in recent years have not been able to travel to Kauai as often. Jan, as the Trustee, wishes now to assign the lease to the Olson Family LLC so that her family may continue to enjoy the property.

The trust is receiving no compensation for the assignment. Enclosed with this letter you will also find the signed assignment which includes a consent to the assignment in the same document. Finally, a copy of the lease, Jan's power of attorney for William, and a letter establishing Jan's authority as sole trustee are also enclosed. An original and 2 copies of all documents are enclosed.

Please feel free to contact me anytime at 808-452-1393 or by email at mike@eandhlegal.com. I would be happy to provide any additional documents or information in order to expedite the approval of this assignment.

Sincerely,



Michael Sweetman

Enclosures

1. Assignment of Lease/Consent
2. Original Lease
3. Power of Attorney
4. Letter of Incapacity

EXHIBIT B

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail To:

Einwechter & Hyatt LLP
A Limited Liability Law Partnership
Michael Sweetman
59-780 Kapuhi PL Haleiwa, HI 96712
Telephone: (808) 452-1393

Total Pages:

KOKEE CAMP SITE LOTS; LOT 72
TMK No. (4) 1-4-004-068

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this 13th day of July, 2021, by and between **JAN N. OLSON**, as Trustee under that certain unrecorded William A. Olson and Jan N. Olson Trust dated July 22, 2016, made by said William A. Olson and Jan N. Olson, as Settlers, with full powers and authority to sell, convey, exchange, mortgage, lease and otherwise dispose of the property herein described, hereinafter collectively called the "Assignor" and **OLSON FAMILY TRUST LLC**, a Hawaii limited liability company hereinafter called "Assignee", whose address is 59-229A. Ke Nui Road Haleiwa, Hawaii 96712 and **STATE OF HAWAII** hereinafter referred to as "Lessor", by its Board of Land and Natural Resources.

WITNESSETH:

That the Assignor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, all of the Assignor's estate, right, title and interest in and to the State of Hawaii Department of Land and Natural Resources General Lease No. SP-0131 attached hereto as Exhibit A and incorporated herein by this reference (hereinafter "Lease"), and all buildings, improvements, rights, easements, privileges and appurtenances situated on or used, occupied and enjoyed in connection with said Lease and

the land thereby demised therein including without limitation, the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same, together with the buildings, the improvements thereon, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining thereto or held and enjoyed therewith, unto the Assignee and their respective successors and assigns, for the rest, residue and remainder of the term of the Lease referred to in said Exhibit A, upon and subject to the rents, terms, covenants, conditions and provisions therein contained and on the part of the Lessee under said Lease to be observed and performed, as the same now exist or as it may hereafter be amended, with full power as to the interests in the property hereby conveyed in the Assignee.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the property described herein; that said Lease is in full force and effect and is not in default; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may be specifically set forth in said Exhibit A; that the Assignor has good right to sell and assign said property, as aforesaid; and that the Assignor will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Assignor under this paragraph and under this assignment shall be limited to the extent of Assignor's recourse against Assignor's predecessors in interest and Assignor's actual title insurance coverage, if any, and Assignor shall have no other liability hereunder and Assignee shall have no recourse against any assets of Assignor other than Assignor's rights against predecessors in interest and title insurance coverage. Assignor hereby assigns to Assignee all rights of Assignor to recover from Assignor's predecessors in interest under warranties and covenants of title.

The Assignee, in consideration of the foregoing, does hereby promise, covenant and agree to and with the Assignor and to and with the Lessor under said Lease, that the Assignee will, during the remainder of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which are or ought to be observed and performed by the Lessee named therein, and will at all times indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions and each of them.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns.

In consideration of the covenants of the Assignee set forth herein, the Lessor of said Lease, by joiner herein, or by separate consent attached hereto, does hereby consent to the Assignment upon the express condition, however, to the extent permitted by law and said Lease, all rights of the Lessor under said Lease against the Assignor are reserved and that this consent shall not authorize nor be deemed to authorize any other or further assignment of said Lease,

except as therein provided, nor be construed as a waiver of any terms, covenants or conditions in said Lease.

By execution of this Assignment of Lease instrument, the Assignee hereby accepts the assignment of the Lease.


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.

The terms "Assignor," "Assignee," "Lessor" and "Lessee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof. If this instrument shall be signed by two or more Assignors or by two or more Assignees, all covenants of such Assignor or such Assignee shall for all purposes be joint and several. The term "Lease" herein shall mean and include said Lease and any amendments thereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURES
FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this instrument on the day and year first above written.

ASSIGNOR



JAN N. OLSON, Trustee

**ASSIGNEE
OLSON FAMILY LLC**

By: 

TIMOTHY S. HONDERICK, Manager

**LESSOR
STATE OF HAWAII**

By: _____
Chairperson and Member
Board of Land and Natural Resources

APPROVED AS TO FORM:

Print:
Deputy Attorney General

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS:
)

On 7/13/2021, before me personally appeared JAN N. OLSON, to me known to be said person who executed this 0th page Assignment of Lease, dated 7/13/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N.K.C.K. Infante

Print Name: Jamie N.K.C.K. Infante

Notary Public, State of Hawaii

My commission expires: 6/14/2023

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS:
)

On 7/13/2021, before me personally appeared TIMOTHY HONDERICK, to me known to be said person who executed this 6 page Assignment of Lease, dated 7/13/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N.K.C.K. Infante

Print Name: Jamie N.K.C.K. Infante

Notary Public, State of Hawaii

My commission expires: 6/14/2023

EXHIBIT A

STATUTORY FORM POWER OF ATTORNEY
(Effective Upon Incapacity)

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property, including your money, only if you become unable to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act in chapter 551E, Hawaii Revised Statutes.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

As stated in the Special Instructions, this power of attorney becomes effective upon your incapacity.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT. I, WILLIAM A. OLSON, also known as William Arthur Olson, the principal, name the following person as my agent:

JAN N. OLSON, also known as Jan Newcomer Olson
Relationship to principal: Spouse
Address: 59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

DESIGNATION OF SUCCESSOR AGENT. If my agent is unable or unwilling to act for me, I name the following person as my successor agent:

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
Address: 6942 N. Villard Avenue
Portland, Oregon 97217
Telephone: (617) 921-4012

DESIGNATION OF SECOND SUCCESSOR AGENT. If my successor agent is unable or unwilling to act for me, I name the following person as my second successor agent:

CALEB JEFFREY TILLEY
Relationship to principal: Stepson
Address: P.O. Box 194
Haleiwa, Hawaii 96712
Telephone: (808) 428-7924

GRANT OF GENERAL AUTHORITY. I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the aforementioned Uniform Power of Attorney Act:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation
- ☐ Personal and Family Maintenance
- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☒ All Preceding Subjects

*mm
N.P.*

GRANT OF SPECIFIC AUTHORITY. My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. *INITIAL ONLY the specific authority you WANT to give your agent, and LINE OUT the specific authority that you do NOT WANT to give your agent; OR you may initial "None of the Preceding Specific Acts" if you do not wish to grant any specific authority to your agent. NOTARY: Please initial all changes to the form.*)

- ☐ Create, amend, revoke, or terminate an inter vivos trust
- ☐ Make a gift, subject to the limitations of the Uniform Power of Attorney Act under section 551E-47, Hawaii Revised Statutes, and any special instructions in this power of attorney
- ☐ Create or change rights of survivorship
- ☐ Create or change a beneficiary designation
- ☐ Authorize another person to exercise the authority granted under this power of attorney
- ☐ Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- ☐ Exercise fiduciary powers that the principal has authority to delegate
- mm n.p.* ☒ *(initials)* None of the Preceding Specific Acts

LIMITATION ON AGENT'S AUTHORITY. An agent who is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS. The following are my special instructions:

This power of attorney shall become effective upon my incapacity. For purposes of this instrument, the determination of my incapacity shall be made by one licensed medical doctor. In order to make a determination of whether I have become incapacitated, all of my health and medical information relating to the determination of whether or not I am incapacitated may be released to my said agent, to include any written opinion relating to my incapacity. Regardless of anything to the contrary in this instrument, this release is effective immediately, and shall apply even if my said agent's authority has not yet been effectuated.

EFFECTIVE DATE. As stated in the Special Instructions, this power of attorney becomes effective upon my incapacity.

NOMINATION OF CONSERVATOR. If it becomes necessary for a court to appoint a conservator or guardian of the property of my estate ("conservator"), I nominate the following persons for appointment, in the following order of priority:

1. JAN N. OLSON, also known as Jan Newcomer Olson
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. FIRST HAWAIIAN BANK
Relationship to principal: None
Address: 999 Bishop Street
Honolulu, Hawaii 96813
Telephone: (808) 525-6340

AND

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
(same Address and Telephone as shown above)

3. FIRST HAWAIIAN BANK
Relationship to principal: None
(same Address and Telephone as shown above)

AND

CALEB JEFFREY TILLEY:
Relationship to principal: Stepson
(same Address and Telephone as shown above)

4. FIRST HAWAIIAN BANK
Relationship to principal: None
(same Address and Telephone as shown above)

NOMINATION OF GUARDIAN. If it becomes necessary for a court to appoint a guardian of my person, I nominate the following persons for appointment, in the following order of priority:

1. JAN N. OLSON, also known as Jan Newcomer Olson
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. CALEB JEFFREY TILLEY:
Relationship to principal: Stepson
(same Address and Telephone as shown above)

3. CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
(same Address and Telephone as shown above)

RELIANCE ON THIS POWER OF ATTORNEY. Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it, unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL.

IN WITNESS WHEREOF, I have signed this instrument this 22nd day of July, 2016.



WILLIAM A. OLSON, also known as
William Arthur Olson
59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

This Statutory Form Power of Attorney (Effective Upon Incapacity) was prepared by

GOODSILL ANDERSON QUINN & STIFEL
A LIMITED LIABILITY LAW PARTNERSHIP LLP

By: Judy Y. Lee, Esq.


STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS.
)

On JUL 22 2016, before me personally appeared
WILLIAM A. OLSON, also known as William Arthur Olson (the "Principal"), to me known to
be the person described in and who executed this 6-page Statutory Form Power of Attorney
(Effective Upon Incapacity) dated JUL 22 2016, in the First Circuit of the State of
Hawaii, and acknowledged that the Principal executed the same as the Principal's free act and
deed.




Print name: MURIEL C. MARCINIAK
Notary Public, State of Hawaii

My Commission expires: OCT 12, 2016



**KAISER
PERMANENTE.**

MRN: 2050036

2/23/2021

William A Olson
59-235 Ke Nui Rd House C
Haleiwa HI 96712

To whom this may concern:

I have been asked to write a letter stating my medical opinion regarding the condition of William A Olson. I am a physician licensed to practice in the State of Hawaii. I am a fellowship trained specialist in geriatrics (with expertise in the area of dementia). Based on history, diagnostic evaluation and examination on 2/23/2021, William A Olson has a diagnosis of Alzheimer's Disease that is moderate in severity. William A Olson is now impaired to the degree that he is not able to remember factual information. He is unable to weigh risks and benefits to be able to make health care decisions. He lacks the cognitive ability to take medication, or keep medical appointments. He has no insight regarding his impairments.

It is my professional opinion that William A Olson is mentally impaired to the degree that he is unable to make health care decisions in his own best self interest.

He is unable to receive & evaluate information or make or communicate decisions to such an extent that he lacks the ability to meet the essential requirements for physical health, safety, and self care, even with the appropriate & reasonable available technological assistance & that therefore, William A Olson is in need of full guardianship. His condition is permanent and further decline is likely.

The information in this letter is privileged and confidential and dissemination beyond its intended purpose is prohibited.

Sincerely,

SERENA H Y LO MD

WAIPIO MEDICAL OFFICE
GERIATRIC MEDICINE
94-1480 MOANIANI STREET
WAIPAHU HI 96797
Dept Phone: 808-432-8000 kp.org



KAISER PERMANENTE®

Information About Health Care Decisional Capacity Assessments

Decisional Capacity Assessments in General

We're often asked to have our doctors make assessments about a Kaiser Permanente member's ability to make decisions about their health care and also whether they can make other decisions about their life — including decisions about where they want to live, who should manage their assets, how to use their assets and how those assets should be distributed after death. This will provide guidance on the types of assessments we can do, what we are not able to do, and alternatives.

What We Can Do

As necessary, our physicians will provide a medical decisional capacity assessment if there is question of whether a member has the capacity to make health care decisions, or for other medically-related reasons, including placement in an appropriate care setting. If you feel this is needed, please discuss it with your physician or your family member's physician. Keep in mind that this is only done when there seems to be a legitimate issue of whether or not a person has the ability to make decisions about their own health care.

What We Can Not Do

We will not provide assessments of a member's decision making on other non-medically related matters, such as where they prefer to live (other than for purposes of safe discharge to a medically appropriate care setting), who should manage their assets, how to use their assets and how those assets should be distributed after death. This type of non-medically related assessment is not a covered benefit under any Kaiser Permanente plan. Additionally, we find that doing these kinds of assessments often ends up getting our physicians into the middle of family issues that may interfere with their primary objective of providing great care to our members, while also developing and maintaining good relationships with the families of our members.

Where Else Can We Get a Decisional Capacity Assessment Done?

If you or a family member needs a decisional capacity assessment (sometimes called a "competency evaluation") that goes beyond medical decision-making, there are other physicians and medical professionals in the community who provide these types of evaluations. The following is a list of those who we understand to be willing to provide these types of competency evaluations for a fee (and there may also be others in the community willing to do such an evaluation). The list is in alphabetical order and we make no representations about who might be better than others at doing this. Again, this is not a covered benefit and you will need to make arrangements to pay for such service on your own.

Marvin Acklin, PhD.
850 W. Hind Drive, #203
Honolulu, HI 96821
phone: (808) 373-3880

George Bussey, M.D.
27 Kalaka Place
Kailua, HI 96734
Phone: (808) 260-8853

Todd Elwyn, M.D.
P.O. Box 240552
Honolulu, HI 96824-0052
phone: (808) 445-8386

Alan Buffenstein, M.D.
200 N. Vineyard Blvd., Ste. 253
Honolulu, HI 96817
phone: (808) 548-5400

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