

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

December 8, 2022

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

Kaua'i

Consent to Assign General Lease No. SP0115, Virginia Dunas, Assignor, to, Virginia Dunas and David P. Slaski and Andrea L. Slaski, Assignees, Lot 35, Pu'u Ka Pele Park Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-002:015

APPLICANT:

Virginia Dunas, Assignor, to, Virginia Dunas and David P. Slaski and Andrea L. Slaski, Assignees

LEGAL REFERENCE:

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

LOCATION:

Lot 35, Pu'u Ka Pele Park Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-002:015, as shown on the attached legal description and survey map labeled **EXHIBIT A.**

AREA:

1.03 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 on the tenth year.

ANNUAL RENTAL:

Five thousand five hundred and no/dollars (\$5,500.00) annually due on the first of every January.

CONSIDERATION:

Virginia Dunas 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:

At its meeting of July 25, 2008, under agenda item E-5, the Board of Land and Natural Resources (Board), approved the request of recreational leases to current permittees pursuant to Act 223. Virginia Dunas and Glen Hontz had initially held the lease covering the subject property under SP0115 effective January 6, 2009, as a result of direct negotiations with the Department of Land and Natural Resources (DLNR) pursuant to Act 223 (SLH2008). Dunas and Hontz held the previous lease covering the property and a revocable permit immediately prior to the new lease being issued.

Glen Hontz passed away on January 16, 2016. Upon his death, Virginia Dunas succeeded to the entire ownership interest in the lease. On January 24, 2020, under agenda item E-1, the Board approved the request to amend general lease no. SP0115, Virginia Dunas is tenant in severalty as the widow of Glen Hontz.

Virginia Dunas is now 86 years old. Virginia's hanai children, David and Andrea Slaski, have been assisting Virginia with the regular maintenance and repairs that the cabin requires, and which Virginia can no longer keep up with on her own. Virginia continues to enjoy the cabin and looks forward to sharing the gift and responsibility of the cabin with the Slaski's.

By way of a letter dated December 6, 2021, with a copy of the Assignment of Lease and Affidavit, attached as **EXHIBIT B**, from the Applicant's attorney, State Parks was informed that Mrs. Virginia Dunas would like to assign the lease from Virginia Dunas, Assignor, to Virginia Dunas and David P. Slaski and Andrea L. Slaski, husband and wife, Assignees.

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

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:

1. Approve the request to Consent to Assign General Lease No. SP0115, Virginia Dunas, Assignor, to Virginia Dunas and David P. Slaski and Andrea L. Slaski, husband and wife, 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,
 - d. 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 – Legal Description and Survey Map
- EXHIBIT B – Assignment of Lease and Affidavit



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

KAUAI FILE

FOLDER 2

C.S.P. No.

November 27, 1967

(Revised - November, 1967)

PUU KA PELE PARK LOTS

LOT 35

Waimea (Kona), Kauai, Hawaii

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

Beginning at the south corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALE 2" being 2231.10 feet South and 1349.90 feet West, as shown on H.S.S. Plat 3095, thence running by azimuths measured clockwise from True South:-

1. 147° 35' 160.84 feet along remainder of Waimea Canyon Park (Governor's Executive Order 2209);
2. 227° 00' 10" 327.23 feet along remainder of Waimea Canyon Park (Governor's Executive Order 2209);
3. 307° 57' 100.00 feet along remainder of Waimea Canyon Park (Governor's Executive Order 2209);
4. 37° 57' 377.20 feet along remainder of Waimea Canyon Park (Governor's Executive Order 2209), to the point of beginning and containing an Area of 1.03 Acres.

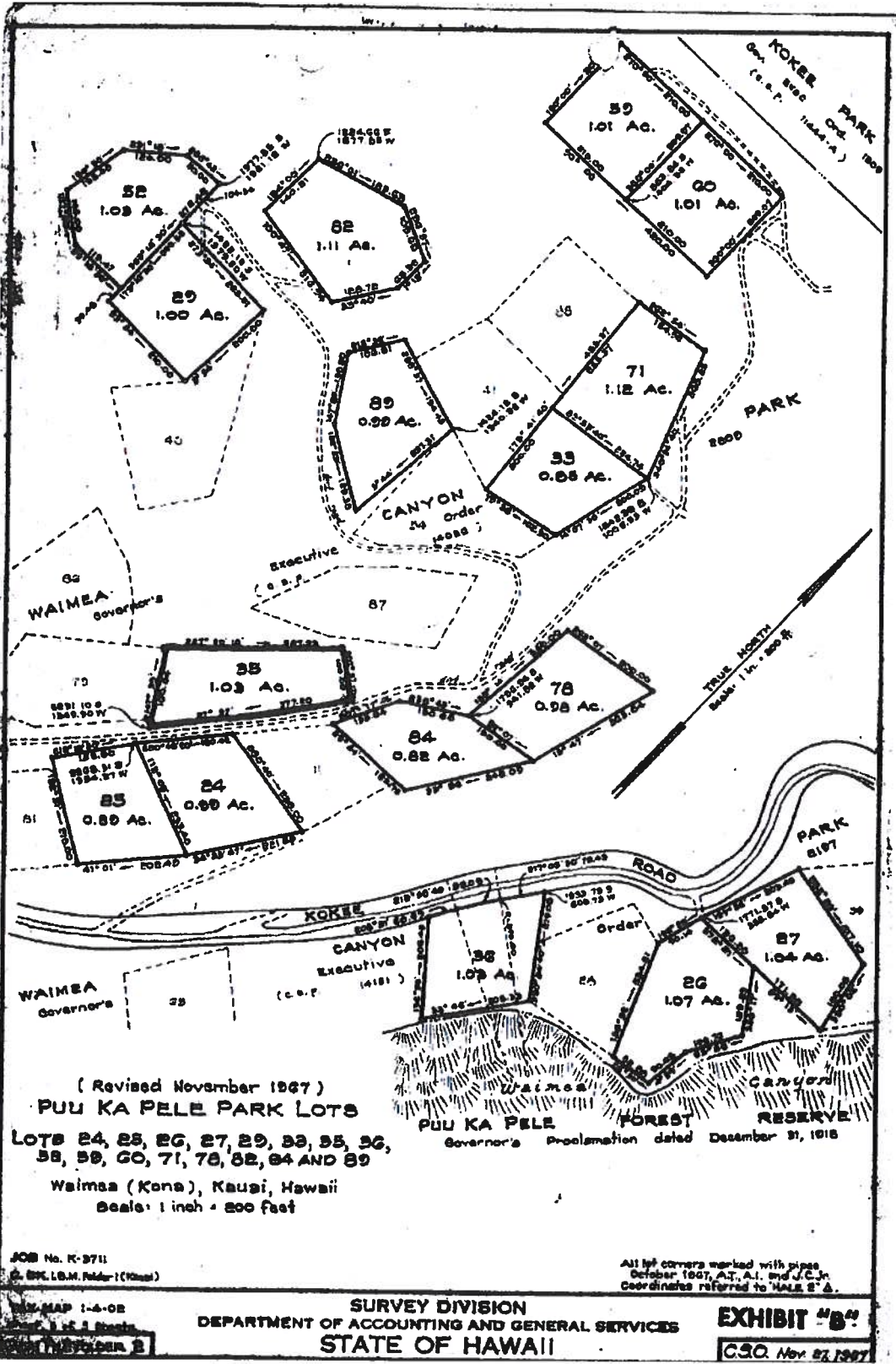
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

Compiled from survey
by J. Chrystal, Jr.,
A. Ishida and Gov't.
Survey Records.

By: Akira Ishida
Akira Ishida
Land Surveyor

msa

EXHIBIT A



(Revised November 1967)
PUHAKA PELE PARK LOTS
 LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32,
 33, 34, 35, 36, 37, 38, 39
 Waimaa (Kona), Kauai, Hawaii
 Scale: 1 inch = 200 feet

WAIMEA FOREST RESERVE
 Governor's Proclamation dated December 31, 1918

JOB No. K-3711
 G. E. L. B. M. Field (1967)

All lot corners marked with pipes.
 October 1967, A.T., A.I. and J.C.J.
 Coordinates referred to 'M.A.S.' Δ.

SURVEY DIVISION
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

EXHIBIT 48
 C.S.O. Nov. 27, 1967

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
GENERAL LEASE NO. SP-0115

ASSIGNMENT OF STATE GENERAL LEASE NO. SP-0115

KNOWN ALL PEOPLE BY THESE PRESENTS:

THAT LESSEE VIRGINIA DUNAS, whose mailing address is P.O. Box 699, Koloa, HI 96756, on behalf of her now-deceased husband and Lessee, GLENN HONTZ, herein referred to as the "Assignor", for \$10.00 paid by ANDREA LYNN SLASKI and DAVID PETER SLASKI, whose mailing address is 6603 Kuhoho Street, Kapaa, Hawai'i, 96746, herein referred to as the "Assignees", and in further consideration of Assignees co-assuming the obligations of State General Lease No. SP-0115, hereby moves to amend the General Lease by removing (deceased) co-Lessee GLENN HONTZ from General Lease No. SP-0115, due to his death on January 20, 2016, and by adding ANDREA LYNN SLASKI and DAVID PETER SLASKI as Lessees, in addition to VIRGINIA DUNAS as a Lessee, and to assign, transfer and set over unto the said Assignees that certain indenture of General Lease from the Board of Land and Natural Resources for and on behalf of the government of the State of Hawai'i, as Lessor, and known as General Lease No. SP-0115, and all of the rights, titles and interests under and by virtue of the said General Lease in and to the premises therein described, being a portion of the government land known as Lot 35, situated at Waimea (Kona), Island and County of Kauai, State of Hawai'i, and more particularly identified as Kauai Tax Map Key No. (4) 1-4-002:015 in said General Lease more particularly described.

TO HAVE AND TO HOLD the same unto the Assignees, its heirs, successors and permitted assigns, from and after the date hereof, for and during the remaining term of said General Lease, and the rights and privileges in and under said General Lease,

EXHIBIT B

subject always to the rents, covenants, and provisions therein contained and on the part of the Assignee to be kept, observed and performed, and to the consent of the Board of Land and Natural Resources.

AND, in consideration of the premises, the Assignor, for itself and its successors, hereby covenants with the Assignees and Assignees' heirs, successors and assigns, that said premises are free and clear of all encumbrances made or suffered by it and that it will warrant and defend the same unto the Assignees and Assignees' heirs, successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under it, except as aforesaid. This Assignment is meant to mean a complete and absolute conveyance of the entire interest in the subject property and all improvements thereon, to VIRGINIA DUNAS, ANDREA LYNN SLASKI and DAVID PETER SLASKI.

AND, in consideration of the foregoing, the Assignees do hereby promise, covenant and agree to and with the Assignor and to and with said Lessor, that the Assignees and Lessees will, effective as of and from the date of the execution and delivery of this instrument and during the residue of the term of said General Lease or until sooner cancelled, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said General Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said General Lease, which from and after the date hereof are or ought to be observed and performed by the Lessee(s) therein named, and will at all times hereafter indemnify and save harmless the Assignor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions of each of them.

The rights and obligations of the Assignor and the Assignees shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives,

successors, successors in trust and permitted assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The terms "Assignor" and "Assignee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporation and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Assignors or by two or more Assignees, all covenants of such parties shall for all purposes be joint and several.


The term "lease" herein shall mean and include said lease and any amendments thereof.

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.

AND, the said Assignees aforesaid, for and in consideration of the execution of this instrument of assignment and transfer of said General Lease, do hereby undertake and agree with the said Assignor and the said State of Hawai'i, that said Assignees will pay the rent reserved in said General Lease and keep, observe and perform all of the terms, covenants, and conditions therein to be kept, observed and performed.

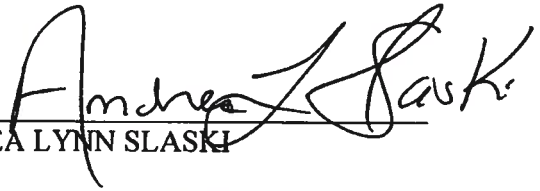
IN WITNESS WHEREOF, the said Assignor and Assignees have caused this instrument to be executed as of this 3rd day of November, 2022.

ASSIGNOR:



VIRGINIA DUNAS

ASSIGNEE:



ANDREA LYNN SLASKI

ASSIGNEE:



DAVID PETER SLASKI

ASSIGNEE:



VIRGINIA DUNAS

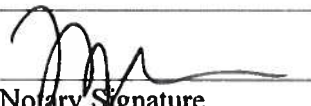
STATE OF HAWAII)
) SS.
COUNTY OF KAUA'I)

On this 3rd day of November, 2022, before me personally appeared VIRGINIA DUNAS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.




Print Name: Megan Deets
Notary Public, State of Hawaii

My commission expires: 04/10/2023


Doc. Date: <u>11/3/2022</u>	# Pages: <u>4</u>
Notary Name: <u>Megan Deets</u>	Fifth Circuit
Doc. Description: <u>Assignment of Lease</u>	
 Notary Signature	<u>11/3/2022</u> (Stamp or Seal) Date
NOTARY CERTIFICATION	




STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 9th day of November, 2022, before me personally appeared ANDREA LYNN SLASKI, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.




Print Name: Megan Deets
Notary Public, State of Hawaii

My commission expires: 04/10/2023

Doc. Date: <u>11/3/2022</u>	# Pages: <u>4</u>
Notary Name: <u>Megan Deets</u>	<u>Fifth</u> Circuit
Doc. Description: <u>Assignment of state General Lease No. SP-0115</u>	
 Notary Signature	<u>11/9/2022</u> (Stamp or Seal) Date
NOTARY CERTIFICATION	



STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 9th day of November, 2022, before me personally appeared DAVID PETER SLASKI, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Megan Deets
Print Name: Megan Deets
Notary Public, State of Hawaii

My commission expires: 04/10/2023

Doc. Date: <u>11/3/2022</u>	# Pages: <u>4</u>
Notary Name: <u>Megan Deets</u>	<u>Fifth</u> Circuit
Doc. Description: <u>Assignment of State General Lease No. SP-0115</u>	
<u>Megan Deets</u> Notary Signature	<u>11/9/2022</u> (Stamp or Seal) Date
NOTARY CERTIFICATION	



STATE OF HAWAII)
) SS.
COUNTY OF KAUA'I)

On this 3rd day of November, 2022, before me personally appeared VIRGINIA DUNAS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



Megan Deets
Print Name: Megan Deets
Notary Public, State of Hawaii

My commission expires: 04/10/2023

Doc. Date: <u>11/3/2022</u>	# Pages: <u>4</u>
Notary Name: <u>Megan Deets</u>	<u>Fifth</u> Circuit
Doc. Description: <u>Assignment of Lease</u>	
<u>Megan Deets</u> Notary Signature	<u>11/3/2022</u> (Stamp or Seal) Date
NOTARY CERTIFICATION	



AFFIDAVIT OF VIRGINIA DUNAS

STATE OF HAWAI'I)
) SS
COUNTY OF KAUA'I)

I, Virginia Dunas, being first duly sworn on oath, depose and say:

1. I am one of two named Lessees in General Lease No. SP-0115 (re: Kōke'e cabin, Waimea (Kona), Kaua'i, Hawai'i, TMK No. (4) 1-4-002:015);
2. The other named Lessee is Glenn Hontz, who was my husband prior to his death on January 20, 2016;
3. I am in the process of requesting consent and approval from the Board of Natural Land and Resources to remove Mr. Hontz's name from the Lease and to add two proposed Lessees, David P. Slaski and Andrea L. Slaski (husband and wife, whose mutual address is 6603 Kuhoho Street, Kapaa, HI 96746); and
4. If/when the Board of Land and Natural Resources approves the proposed Assignment of Lease, David P. Slaski and Andrea L. Slaski will pay me \$10.00 in valuable consideration regarding the Assignment of Lease.

FURTHER AFFIANT SAYETH NAUGHT.

DATED: November 3, 2022

Virginia Dunas
VIRGINIA DUNAS

Subscribed and sworn to before me
this 3rd day of November, 2022.

[Signature]
Notary Public, State of Hawaii

Megan Deets
Printed Name of Notary Public

My commission expires: 04/10/2023



Doc. Date: 11/3/2022 # Pages 1

Notary Name: Megan Deets Fifth Judicial Circuit

Doc. Description: Affidavit of
Virginia Dunas

[Signature] 11/3/2022
Notary Signature Date



