

STATE OF HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Office of Conservation and Coastal Lands
Honolulu, Hawai'i

July 12, 2024

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

SUBJECT: Approval of Settlement Agreement between the State of Hawai'i, Department of Land and Natural Resources and Yue-Sai Kan Trust and Yue-Sai Kan to Resolve and Dismiss Violations Asserted Against the Yue-Sai Kan Trust and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust, in Agenda Items C-5, C-6, and K-1 of the April 26, 2024, Board Meeting

The Board may go into Executive Session pursuant to Section 92-5(a)(4), Hawaii Revised Statutes, in order to consult with its attorney on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.

Exhibit: Proposed Settlement Agreement between the Department of Land and Natural Resources and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust

Agenda Items C-5, C-6, and K-1 and staff submittals from the Board's April 26, 2024 meeting can be viewed at <https://dlnr.hawaii.gov/meetings/blnr-meetings-2024/land-board-submittals-04-26-24/>.

BACKGROUND:

The Yue-Sai Kan Trust owns Unit 1 of the Marconi Point Condominium Property Regime (CPR) (Unit 1), which is situated on the O'ahu shoreline in Kahuku.

On April 26, 2024, the Department's Division of Forestry and Wildlife (DOFAW) and Office of Conservation and Coastal Lands (OCCL) presented Agenda Items C-5, C-6, and K-1 to this Board, all of which were enforcement actions related to activities that occurred on or the shoreline area fronting the portion of Tax Map Key (TMK): (1) 5-6-003:053 described as Unit 1 in 2023.

In Agenda Items C-5, C-6, and K-1, the Department alleged that the Yue-Sai Kan Trust and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust (collectively, Ms. Kan):

DOFAW Item C-3
OCCL Item K-2

- A. Violated HAR § 13-124-3(a) due to her worker's intentional injuring of and killing of Ho'okipa, a female indigenous mōlī (Laysan albatross);
- B. Contributed to the authorization, causation, or allowance of the take or removal, destruction, and killing of at least 300 individual federally listed endangered nalo meli maoli (Hawaiian yellow-faced bees) without legal authority to do so, thereby violating HAR § 13-124-11(a)(1) and HRS § 195D-4(e)(2);
- C. Violated HAR § 13-5-25 by installing unauthorized fences in the Conservation District, including the wrought iron fence that contributed to Ho'okipa's death, without proper authorization or permits from the Department;

In Agenda Items C-5, C-6, and K-1, the Department requested that the Board fine Ms. Kan:

1. \$15,000 for the intentional injuring of and killing of Ho'okipa, pursuant to HAR § 13-124-8;
2. \$1,502,500, jointly and severally with Sushil Garg and Benjamin Lessary, for the take or removal, destruction, and killing of at least 300 individual federally listed endangered nalo meli maoli, pursuant to HAR § 13-124-8 or HRS § 195D-9; and
3. \$30,000 for the unauthorized fences in the Conservation District, pursuant to HRS § 187C-7.

On April 26, 2024, after the Department staff presented Agenda Items C-5, C-6, and K-1, Ms. Kan's attorney orally requested a contested case hearing on behalf of Kan relating to all three agenda items. The Board did not vote on the Department's recommendations or proposed fines due to the oral request lodged for a contested case hearing.

Ms. Kan's attorney followed up with a written letter to the Department on May 2, 2024, seeking mediation of all three agenda items and indicating that they would prefer to mediate or settle the matters rather than proceed with the contested case hearing. Ms. Kan's attorney further followed up with a written petition requesting a contested case hearing on May 6, 2024, within the ten days to do so.

While the Department was analyzing and preparing the requests for contested case hearings to be presented to the Board for approval and delegation of authority to the Chairperson, Ms. Kan's attorney contacted the Department of the Attorney General and sought to settle this matter. On May 15, 2024, Ms. Kan's attorney sent the Department of the Attorney General a proposed settlement offer, which upon advice and counsel to the Department, the Department wishes to accept but requires Board approval.

SETTLEMENT AGREEMENT

In exchange for the Department releasing Ms. Kan and the Trust from all enforcement actions contained in Agenda Items C-5, C-6, and K-1 from the Board's April 26, 2024 meeting, Ms. Kan will donate her portion of TMK: (1) 5-6-003:053 (Unit 1 of the Marconi Point Condominium Property Regime) to the North Shore Community Land Trust, a nonprofit land conservation and stewardship group.

Pursuant to the settlement, the Department agrees to not pursue criminal charges related to the enforcement actions discussed in Agenda Items C-5, C-6, and K-1, and Ms. Kan is not required to admit fault, liability, guilt, or obligation.

Ms. Kan's property is Unit 1 of the Marconi Point Condominium Property Regime (CPR). It is the largest portion of the CPR, comprising approximately 4.71 acres. It is directly adjacent to the Turtle Bay Resort property and Kahuku Point (TMK: (1) 5-6-003:054).

Ms. Kan, through the Yue-Sai Kan Trust, purchased Unit 1 in 2021 for \$3,600,000.

Ms. Kan also offered to donate Unit 1 to the State, but the Department declined that offer -the State does not consent to enter into a condominium property regime wherein it would be required to participate in the Association of Unit Owners, be responsible for CPR dues, and other responsibilities of a CPR unit owner.

The North Shore Community Land Trust has been selected as the donee of Unit 1 due to their outstanding and exemplary work in the area of Marconi Point, specifically at the Turtle Bay Conservation Easement and at Kahuku Point.

The North Shore Community Land Trust has agreed to restore the shoreline of Unit 1 to its condition prior to the alleged land-clearing events of October 2023 and to support the mōlī and nalo meli maoli that reside there, in addition to all of the other species that live there.

The North Shore Community Land Trust has relayed to Department staff that they are committed to ensuring that Unit 1 is a safe haven for the State's indigenous and sensitive species in perpetuity and is exploring options that it can include in its deed to that effect.

In addition to the donation of Unit 1 to the North Shore Community Land Trust, Ms. Kan and her agents have worked to remove the alleged unauthorized fences on Unit 1 in the Conservation District. The most concerning fence, the wrought iron fence that contributed to the death of Ho'okipa, has been removed from Unit 1.

Ms. Kan and the North Shore Community Land Trust have discussed the remainder of solid materials on Unit 1 (a farm dwelling and two greenhouses) and have agreed to resolve such matters in a manner that best suits each party and complies with all applicable county and state laws.

The last remaining fence on Unit 1, a shade cloth fence that runs perpendicular to the shoreline, still remains but the Department anticipates it will be removed shortly or upon the North Shore Community Land Trust assuming ownership of Unit 1.

The Department finds that the settlement proposed by Ms. Kan is acceptable and it is fair and reasonable.

Unit 1 is uniquely positioned along O‘ahu’s north shore to accommodate a wide variety of indigenous species, including rare and endangered species. Kahuku Point and the Turtle Bay Resort property are directly west of Unit 1. The sandy beach and ocean are directly north/northwest of Unit 1. Other units of the CPR are to the east and south of Unit 1, but just beyond the CPR, the James Campbell Wildlife Refuge is to the east/southeast.

By allowing Ms. Kan to donate Unit 1 to the North Shore Community Land Trust and the North Shore Community Land Trust being committed to Unit 1’s restoration for the benefit of indigenous and rare species, the State is furthering the Department’s goals of having contiguous high-quality coastal strand habitat for Conservation, protection, and management of indigenous, rare, and endangered species.. The parties are exploring options for the conveyed deed for Unit 1 to contain a clause that the property shall be used solely to benefit native species and the coastal strand habitat.

This proposed settlement will not compensate the State for the devastating loss of Ho‘okipa, the numerous federally listed endangered nalo meli maoli, or the high-quality coastal strand habitat across the shoreline of Unit 1 that occurred in October 2023, but it will ensure that Unit 1 is preserved for the benefit of those same species and restored with their survival in mind.

AS SUCH, DOFAW AND OCCL STAFF RECOMMEND AS FOLLOWS:

1. That the Board accept the settlement agreement proposed by Yue-Sai Kan, individually and Trustee of the Yue-Sai Kan Trust, and the Yue-Sai Kan Trust, attached hereto as Exhibit 1;
2. Pursuant to the terms of the settlement agreement, the Board dismisses the Yue-Sai Kan Trust and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust, from the enforcement actions detailed in Agenda Items C-5, C-6, and K-1 from the Board’s April 26, 2024 Meeting and the Board agrees to not further pursue any civil, administrative, or criminal penalties relating to the violations alleged therein;
3. The Board request and order that the Department staff adjust the violations and fines allocated to Sushil Garg and Benjamin Lessary downward in a manner that is commensurate with the number of plants and nalo meli maoli attributable to Unit 1, as described in Agenda Items C-6 and K-1, for purposes of the contested case hearings on those Agenda Items and that such downward adjustments be plainly cognizable to all parties through the Department’s Opening Brief in the contested

case hearing, so that Sushil Garg and Benjamin Lessary are not subject to fines and penalties relating to violations that occurred on Unit 1; and

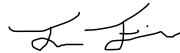
4. In the event that the settlement is not executed, the Board orders that:
 - a. The Yue-Sai Kan Trust and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust, shall be admitted as parties to the contested case hearing relating to Agenda Items C-6 and K-1; and
 - b. Agenda Item C-5 will be added to the hearing officer's contract for review and adjudication.

Respectfully submitted,



for DGS

David G. Smith, Administrator
Division of Forestry and Wildlife



Trevor Fitzpatrick, Staff Planner
Office of Conservation and Coastal
Lands

Approved for submittal:



RYAN KANAKA'OLE, First Deputy
Department of Land & Natural Resources



Location Map

DOFAW Item C-3
OCCL Item K-2

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“*Agreement*”) by and between the State of Hawai‘i (the “*State*”) and Yue-Sai Kan, individually and as Trustee of the Yue-Sai Kan Trust (“*Kan*”) is made and entered as of this _____ day of July, 2024, but effective as of the last date on the signature page of this Agreement.

From time to time this agreement may refer to the State or Kan individually as a “Party” or collectively as “Parties.”

BACKGROUND

- A. The State, by and through its Department of Land and Natural Resources (“*DLNR*”), Division of Forestry and Wildlife (“*DOFAW*”) and Office of Conservation and Coastal Lands (“*OCCL*”), has brought certain Enforcement Actions against Kan and others;
- B. The Enforcement Actions were brought before the State of Hawai‘i, Board of Land and Natural Resources (“*Board*”) on April 26, 2024;
- C. The State’s enforcement actions arise from events on or about October 14-18, 2023, and December 2, 2023, and fences at the Marconi Point Condominium Property Regime located in Kahuku, Island of O‘ahu, Hawai‘i;
- D. Kan owns Unit 1 within the Marconi Point Condominium Property Regime;
- E. Kan wishes to settle the Enforcement Actions, as they apply to Kan, and her Agents, in exchange for Kan donating Unit 1 to a nonprofit entity or land trust;
- F. The State and Kan have identified and agreed upon the North Shore Community Land Trust as a suitable donee for Unit 1; and
- G. The North Shore Community Land Trust has indicated its willingness to accept donation of Unit 1 from Kan.

Accordingly, the Parties agree as follows:

AGREEMENT

1. Definitions

- a. “*Enforcement Actions*” means the following administrative enforcement proceedings brought against Kan and others, and presented at the Board’s April 26, 2024, meeting:
 - i. DOFAW’s “Request for Administrative Fine of \$1,502,500 and Other Penalties Against LKG HI Properties, LLC (Sushil Garg as Managing

Agent), Yue-Sai Kan Trust (Yue-Sai Kan as Trustee), Sushil Garg, Individually, Yue-[Sai] Kan, Individually, and Benjamin Lassary, Individually, for Violation of Section 195D-4(e)(2), Hawai‘i Revised Statutes, and Section 13-124-11(a) and (b), Hawai‘i Administrative Rules, for the “Take” (Killing) of Two Species of Endangered Nalo Meli Maoli (aka Hawaiian Yellow-Faced Bees) in October 2023, Across Multiple Units of the Marconi Point Condominium Property Regime, Kahuku, Oahu, Hawaii, TMK (1) 5-6-003:053.”;

- ii. DOFAW’s “Request for Administrative Fine of \$15,000 and Other Penalties Against the Yue-Sai Kan Trust, Yue-Sai Kan as Trustee, and Yue-Sai Kan, Individually, for Violation of Section 13-124-3, Hawai‘i Administrative Rules, for the Intentional Injury and Subsequent Death of Ho‘okipa, an Indigenous Moli (aka Laysan Albatross), on December 2, 2023, at Unit 1 of the Marconi Point Condominium Property Regime, Kahuku, Oahu, Hawai‘i, TMK (1) 5-6-003:053.”; and
- iii. OCCL’s “Request for Administrative Fines and Other Penalties for Conservation District Enforcement OA 24-14 Regarding the Alleged Unauthorized Clearing of Land, Unauthorized Removal of 106 Trees, Unauthorized Spreading of Mulch, Unauthorized Fence Lines and Encroachment and Removal of Resources Upon State Land Located at and Makai of Tax Map Key: (1) 5-6-003:053.”

- b. “**Land Trust**” means The North Shore Community Land Trust, a Hawai‘i nonprofit corporation. The Land Trust’s mission is to protect, steward, and enhance the natural landscapes, cultural heritage, and rural character of land from Kahuku to Ka‘ena, O‘ahu. Since 2015, the Land Trust and its partners have restored approximately 39 acres of coastal dune ecosystem at Kahuku Point, which is directly adjacent to the Property.
- c. “**Kan’s Agents**” means individuals acting in an agent capacity for Kan and includes Allan Pollack, but expressly excludes Benjamin Lassary, Sushil Garg, LKG HI Properties, LLC, Greystone HI Investments, LLC, RCA Trade Center Inc., the Association of Unit Owners of Marconi Point Condominium, Makai Ranch, LLC, Jeremy Henderson, and Lito Capillano.
- d. “**Property**” means that certain related property identified as Unit 1 of the Marconi Point Condominium Property Regime, Tax Map Key (1) 5-6-003:053-0001, comprised of approximately 4.706 acres, as more fully described in Exhibit 1.

2. Settlement Terms

- a. Donation of Property. Kan agrees to:
 - i. Kan shall donate the Property to the Land Trust in fee simple by quitclaim deed, within thirty (30) days of this Agreement;

- ii. Kan shall be responsible for paying all fees and costs for the conveyance of the Property to the Land Trust;
 - iii. Any title policy desired by the Land Trust may be obtained at its sole cost and expense; and
 - iv. In the event the Land Trust is unable to accept donation of the Property within sixty (60) days of this Agreement, the State and Kan shall work in good faith to identify a mutually agreeable third-party non-profit entity or land trust to accept the donation.
 - b. Resolution of Enforcement Actions. Effective as of the recording of the deed transferring title to the Property to the Land Trust and DLNR receives notice of such recording, DLNR agrees to dismiss, release, and otherwise resolve each of the Enforcement Actions as to Kan and Kan's Agents, with prejudice. Nothing in this Agreement shall be construed to release, settle, or otherwise dismiss any other person other than Kan and Kan's Agents from the Enforcement Actions.
 - c. No Criminal Charges. The DLNR agrees to not pursue criminal charges against Kan or Kan's Agents relating to the acts and events alleged in the Enforcement Actions.
 - d. Unit 1. The Parties agree to resolve, or otherwise address in a manner agreed to by Kan and the Land Trust (*e.g.*, by Kan obtaining a "No Action Letter"), any outstanding matters between Kan and the City and County of Honolulu, Department of Planning and Permitting and any other governmental agency relating to Unit 1 prior to the transfer of title to the Land Trust. In the event that there are outstanding fines, fees, or liens, associated with Unit 1 prior to the Effective Date of this Agreement, Kan agrees to resolve such issues within thirty (30) days and will not seek to transfer any such issues to the Land Trust upon the transfer of title.
3. Contested Case Proceedings. The Parties agree to execute this Agreement in lieu of chapter 91, HRS, contested case proceedings for the Enforcement Actions. Kan's request for a contested case hearing at the April 26, 2024, Board meeting and in a letter dated May 2, 2024, is deemed withdrawn. In the event that this Agreement is not effectuated, the contested case proceedings shall proceed as if this Agreement had not been made. In such an event, this Agreement shall not be presented as evidence by either party or considered by any tribunal in any current or future administrative or legal proceeding relating to this matter.
4. Agreement Not Binding Until Duly Approved. This Agreement shall not be binding on any Party unless and until it is approved by the Board. In the event the Agreement is not approved by the Board, this Agreement and all related discussions, communications, and documents exchanged shall be subject to Rule 408 of the Hawai'i Rules of Evidence. If this Agreement is not approved by the Board, then all admissions and statements herein are withdrawn, and they shall have no legal import and are not binding on the Parties.

5. No Admission of Fault, Liability, or Guilt. This Agreement shall not be construed or considered as an admission of any fact, event, circumstance, fault, liability, guilt, or obligation, unless and to the extent expressly provided in this Agreement.
6. Good faith Settlement. The Parties agree that the settlement, resolution, and other terms of this Agreement are reasonable and given in good faith, and that this Agreement and all of its covenants and provisions are and will be deemed a good-faith settlement under Hawai'i Revised Statutes § 663-15.5. Nothing in this Agreement requires either side to seek a good-faith determination from a court. But, if for any reason, such a determination becomes necessary, the Parties will cooperate with each other and support a determination of good-faith settlement by a court of competent jurisdiction.
7. No Reliance. The Parties represent and warrant that they have access to adequate information regarding the terms of this Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement necessary to make an informed, knowledgeable, and independent decision regarding this Agreement. The Parties represent and warrant that they have had an opportunity to obtain legal advice from the attorney of their choice, that they have read the terms of this Agreement and that they fully understand the terms of this Agreement. The Parties further acknowledge and represent that they have not relied on the inducements, promises, representations, or statement of fact or opinion made by any party, person or entity.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties about the subject matter hereof. Prior negotiations related to this agreement and drafts of this agreement will not be considered in interpreting this Agreement and are merged herein.
9. Amendments. This Agreement may not be altered, amended, modified, or otherwise changed, in any respect whatsoever, except by a writing duly executed by all the Parties to this Agreement. Each Party hereby acknowledges and agrees that it will make no claim at any time that this Agreement has been orally altered or modified in any respect whatsoever.
10. Binding on Successors and Related Entities. This Agreement will inure to the benefit of, and will be binding upon, each of the Parties for each, and all predecessors, successors, and assigns, and upon all persons or entities claiming by, through, or under any Party.
11. Cooperation. The Parties agree to fully cooperate with one another to carry out this Agreement, including executing any further documents or taking further steps that any other Party may reasonably request in connection with the same.
12. No Party Deemed Drafter. The Parties agree that no Party to this Agreement will be claimed or deemed to be the drafter of this Agreement should any dispute arise over its interpretation.

13. Authority. By signing this Agreement, the Parties warrant and represent that this Agreement has been validly authorized and constitutes a legally binding and enforceable obligation for them.
14. Electronic Signatures. This Agreement may be executed in counterparts. Duplicate, unexecuted pages may be discarded, and the remaining pages assembled as one instrument. Electronically transmitted signatures (*e.g.*, by email or facsimile) shall be effective for all purposes.
15. Severability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions will not be affected thereby, and the illegal or invalid part, term, or provision will be deemed not to be a part of this Agreement.
16. Fees. Each Party shall bear its own costs related to this Agreement, including but not limited to attorney's fees, filing fees, realty fees, due diligence costs, and title reports. The Parties agree to not seek attorney's fees and costs arising from this Agreement.
17. Governing Law; Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Hawai'i. The Circuit Court of the First Circuit shall have jurisdiction over the Parties for the purpose of enforcing or interpreting the terms of this Agreement.
18. Headings. The headings in this Agreement are for convenience only and in no way limit, alter, or affect the matters in this Agreement or the paragraphs captioned.

To evidence the Parties' agreement to this Agreement, each Party has executed it and delivered it effective as of the date indicated under that Party's signature.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on [DATE].

By: _____
 DAWN N.S. CHANG
 Chairperson
 Board of Land and Natural Resources

APPROVED AS TO FORM:

Dated: _____

 DANICA L. SWENSON
 Deputy Attorney General
 Counsel for State of Hawai'i

By: _____
 RILEY SMITH
 Member
 Dated: _____

Dated: _____

By: _____
 DOREEN NĀPUA CANTO

Member
Dated: _____

By: _____
KAREN ONO
Member

Dated: _____

By: _____
AIMEE KELI'I BARNES
Member

Dated: _____

By: _____
VERNON CHAR
Member

Dated: _____

By: _____
WESLEY KAIWI NUI YOON
Member

Dated: _____

YUE-SAI KAN TRUST

Yue-Sai Kan, Trustee

Dated: _____

Yue-Sai Kan, Individually

Dated: _____

APPROVED AS TO FORM:

MAILE S. MILLER
ERIC S. ROBINSON
Counsel for Yue-Sai Kan, Individually and as
Trustee of the Yue-Sai Kan Trust

Dated: _____

APPROVED AS TO FORM:

NORTH SHORE COMMUNITY LAND TRUST, a Hawaii Nonprofit Corporation

By: _____

Name: _____

Its: _____

Dated: _____

DRAFT

Exhibit 1

Legal Description of Unit 1

-FIRST:-

Unit No. 1 of the Condominium Project known as "MARCONI POINT CONDOMINIUMS" as established by Declaration of Condominium Property Regime dated November 15, 2013, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50980843 and as shown on Condominium Map No. 5239 and any amendments thereto.

Together with easements appurtenant to said Unit established by and described in the Declaration, including the following:

- (A) An exclusive easement to use the Limited Common Elements, if any, as shown in the Declaration, as amended.
- (B) Nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said Unit, in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided in the Declaration, and in all other units and common elements for support.

-SECOND:-

An undivided 3.85% interest in all common elements of the Project, as established for said Unit by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements.

The lands upon which said Condominium Project "MARCONI POINT CONDOMINIUMS" is located are described as follows:

ITEM I:

-PARCEL FIRST:-

All of that certain parcel of land situate at Kahuku, District of Koolauloa, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No. 761,915 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50040636, described as follows:

LOT F-1, area 0.822 acre, more or less, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of the Trustees under the Will and of the Estate of James Campbell, deceased, which lot has been

Exhibit 1

deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501-261.

Together with nonexclusive easements over Lots G-1 and G-2, both as shown on Map 4 of Land Court Application No. 1095, to be exercised and enjoyed solely for vehicular and pedestrian access to and from Kamehameha Highway and for utility purposes, as granted by and described in GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated July 23, 2002, filed as Land Court Document No. 2824844; and subject to the terms and provisions contained therein.

-PARCEL SECOND:-

All of that certain parcel of land situate at Kahuku, District of Koolauloa, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No. 761,916 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50040637, described as follows:

LOT F-2, area 0.009 acre, more or less, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of the Trustees under the Will and of the Estate of James Campbell, deceased, which lot has been deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501-261.

Together with nonexclusive easements over Lots G-1 and G-2, both as shown on Map 4 of Land Court Application No. 1095, to be exercised and enjoyed solely for vehicular and pedestrian access to and from Kamehameha Highway and for utility purposes, as granted by and described in GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated July 23, 2002, filed as Land Court Document No. 2824844; and subject to the terms and provisions contained therein.

-PARCEL THIRD:-

All of that certain parcel of land situate within the area known as the Kahuku Air Base, District of Koolauloa, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No. 761,917 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50040638, described as follows:

LOT 160-B, area 73.993 acres, more or less, as shown on Map 66, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of the Trustees under the Will and of the Estate of James Campbell, deceased, which lot has been deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501-261.

Together with nonexclusive easements over Lots G-1 and G-2, both as shown on Map 4 of Land Court Application No. 1095, to be exercised and enjoyed solely for vehicular and pedestrian

Exhibit 1

access to and from Kamehameha Highway and for utility purposes, as granted by and described in GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated July 23, 2002, filed as Land Court Document No. 2824844; and subject to the terms and provisions contained therein.

ITEM II:

All of that certain parcel of land (being all of the land(s) described in and covered by Apana 2 of Royal Patent Number 526, Land Commission Award Number 4341 to Kaukaha) situate, lying and being at Kahuku, District of Koolauloa, City and County of Honolulu, State of Hawaii, being EXCLUSION 23 of Land Court Application No. 1095, and containing an area of 0.239 acre, more or less.

Together with nonexclusive easements over Lots G-1 and G-2, both as shown on Map 4 of Land Court Application No. 1095, to be exercised and enjoyed solely for vehicular and pedestrian access to and from Kamehameha Highway and for utility purposes, as granted by and described in GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated July 23, 2002, filed as Land Court Document No. 2824844; and subject to the terms and provisions contained therein.

ITEM III:

All of that certain parcel of land situate at Kahuku, District of Koolauloa, City and County of Honolulu, State of Hawaii, being the land(s) described in deregistered Transfer Certificate of Title No. 761,914 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-50040635, described as follows:

LOT E, area 20.52 acres, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095 of the Trustees under the Will and of the Estate of James Campbell, deceased, which lot has been deregistered from the Land Court System pursuant to Hawaii Revised Statutes Section 501-261.

Together with nonexclusive easements over Lots G-1 and G-2, both as shown on Map 4 of Land Court Application No. 1095, to be exercised and enjoyed solely for vehicular and pedestrian access to and from Kamehameha Highway and for utility purposes, as granted by and described in GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated July 23, 2002, filed as Land Court Document No. 2824844; and subject to the terms and provisions contained therein.

Said parcels of land being more particularly described in Declaration of Condominium Property Regime dated November 15, 2013, and recorded in said Bureau of Conveyances as Document No. A-50980843, as amended.

Together also with a non-exclusive easement solely for vehicular and pedestrian access to and

Exhibit 1

from Kamehameha Highway (a public highway) and for utility purposes, as granted by DECLARATION OF AND GRANT OF NONEXCLUSIVE EASEMENTS (ACCESS AND UTILITY PURPOSES) dated --- (acknowledged May 23, 2012 and June 4, 2012), filed as Land Court Document No. T-8239139, recorded as Document No. A-45870411, and subject to the terms and provisions contained therein, said easement being over the Easement Area more particularly described as follows:

- (A) LOT F-1, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095;
- (B) LOT F-2, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095;
- (C) LOT 25 of the "Railroad Tract Subdivision", as shown on File Plan Number 1406, filed in the Bureau of Conveyances of the State of Hawaii;
- (D) LOT G-1, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095; and
- (E) LOT G-2, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1095.

BEING THE PREMISES ACQUIRED BY MARCONI POINT CONDOMINIUMS UNIT DEED

GRANTOR : MARCONI FARMS, LLC, a Texas limited liability company
GRANTEE : YUE-SAI KAN, Trustee of the Yue-Sai Kan Revocable Trust dated February 18, 2021
DATED : July 22, 2021
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