

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

January 10, 2025

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

PSF No:23KD-065
GLS-4649

Kauai

Amend Prior Board Action of October 27, 2023, Item D-1, Consent to Assign General Lease No. S-4649, Ficker & Hunt, a Hawaii Partnership, Assignor, to Chester Wayne Hunt, Trustee of the Hunt Family Revocable Living Trust, Assignee, Kekaha, Waimea, Kauai, Hawaii; Tax Map Key: (4) 1-3-008:003.

The purpose of the amendment is to correct the name of the above-referenced trust to include an erroneously omitted trustee and the date the trust was created. The full, correct name of the trust should be, "Chester Wayne Hunt and Letitia Hunt, Trustees of the Hunt Family Revocable Living Trust dated October 15, 1990."

BACKGROUND:

At its meeting of October 27, 2023, under agenda item D-1, the Board approved the assignment of GL-4649 from Ficker & Hunt, a Hawaii Partnership, as assignor, to Chester Wayne Hunt, Trustee of the Hunt Family Revocable Living Trust (Hunt Family Trust), as assignee (See attached **Exhibit A**).

REMARKS:

Following approval at the October 27, 2023, Board meeting, it was determined that the Assignment of Lease document provided by Chester Hunt neglected to name Letitia Hunt as a trustee of the Hunt Family Trust.¹ Mr. Hunt has since provided staff with a replacement assignment document correctly reflecting both trustees as well as the date of creation of the trust (See attached **Exhibit B**).² Accordingly, staff recommends below that Board amend its prior action of October 27, 2023 to reflect the inclusion of Letitia Hunt as a trustee of the Hunt Family Trust, as well as its date of creation.

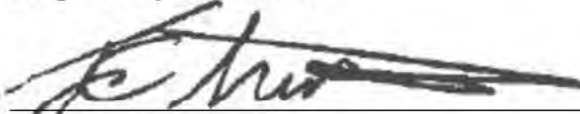
¹ The assignment document also neglected to list all the partners of Ficker & Hunt partnership. However, the correction of this oversight does not require any action by the Board.

² The replacement assignment document also correctly lists all the partners of Ficker & Hunt partnership. Although the parties included a signature block for "LESSOR" in the assignment document, the Board, through its Chairperson, only signs the consent to assignment.

RECOMMENDATION: That the Board:

1. Amend its prior Board action of October 27, 2023, under agenda item D-1, to reflect the correct full name of the Hunt Family Trust as "Chester Wayne Hunt and Letitia Hunt, Trustees of the Hunt Family Revocable Living Trust dated October 15, 1990."
2. Affirm that, except as amended hereby, all terms and conditions listed in its October 27, 2023 approval shall remain the same.

Respectfully Submitted,



James C. Turner
Land Agent

APPROVED FOR SUBMITTAL:



Dawn N. S. Chang, Chairperson



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

October 27, 2023

Ref. No.: GLS-4649

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

Kauai

Consent to Assign General Lease No. S-4649, Ficker & Hunt, a Hawaii Partnership, Assignor, to Chester Wayne Hunt, Trustee of the Hunt Family Revocable Living Trust, Assignee, Kekaha, Waimea, Kauai, Hawaii; Tax Map Key: (4) 1-3-008:003.

APPLICANT:

Ficker & Hunt, a Hawaii Partnership, Assignor, to Chester Wayne Hunt, Trustee of the Hunt Family Revocable Living Trust, Assignee.

LEGAL REFERENCE:

Section 171-36(a)(5), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Kapaa Homesteads, First Series situated at Kekaha, Waimea, Kauai, identified by Tax Map Keys: (4) 1-3-008:003, as shown on the attached map labeled **Exhibit A**.

AREA:

0.5521 acre, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CHARACTER OF USE:

For Business Purposes.

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON
October 27, 2023 KAH

Exhibit A

TERM OF LEASE:

58 years, commencing on May 16, 1980, and expiring on May 15, 2038.

ANNUAL RENTAL:

\$25,200.00 annual

CONSIDERATION FOR ASSIGNMENT:

\$1.00

RECOMMENDED PREMIUM:

None. Only nominal consideration paid for assignment from partnership to a trust established by the sole remaining partner.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules (HAR) § 11-200.1-16 and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, that states "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing." and Item 40, which states, "Leases of state land involving negligible or no expansion or change of use beyond that previously existed." The proposed lease assignment is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment and the requirements of § 11-200.1-17, HAR.

DCCA VERIFICATION:

ASSIGNOR:

Place of business registration confirmed:	YES <u>x</u>	NO <u> </u>
Registered business name confirmed:	YES <u>x</u>	NO <u> </u>
Applicant in good standing confirmed:	YES <u>x</u>	NO <u> </u>

ASSIGNEE: N/A. As a trust, assignee is not required to register with the DCCA.

REMARKS:

At its meeting of August 10, 1979, under agenda item F-15, the Board of Land and Natural Resources (Board) approved the sale of a lease at public auction for commercial purposes. Chester Wayne Hunt was the highest bidder, and he was thereafter issued General Lease

S-4649 (GL-4649) for a term of 25 years commencing May 16, 1980, and expiring May 15, 2005.

At its meeting of September 10, 1982, under agenda item F-1, the Board approved the assignment of GL-4649 to Ficker & Hunt, a Hawaii Partnership on September 7, 1982. At its meeting of May 27, 1994, under agenda item F-4, the Board approved the extension of the lease for 13 years through May 15, 2018, for mortgage refinancing purposes in conjunction with improvements needed to the premises.

Ficker & Hunt issued a sublease to the United States Postal Service (USPS) on July 25, 1983. The sublease was extended on July 1, 2013, and again on May 11, 2018, with after-the-fact consent of the Board given at its meeting of May 11, 2018, under agenda Item D-1.

Through a series of Board approvals, including those given at its meeting of July 28, 2017, under agenda item D-10, its meeting of May 11, 2018, under agenda item D-1, its meeting of August 23, 2019, under agenda Item D-1, and its meeting of January 24, 2020, under agenda Item D-1, the Board consented to the assignment of GL-4649 (by mesne assignments) from Ficker & Hunt, a Hawaii Partnership formed on September 8, 1982 (and designated by DCCA file number 8909 G5) (Ficker & Hunt No. 1), to Ficker & Hunt, a Hawaii Partnership formed on May 23, 2018 (designated by DCCA file number 53418 G5) (Ficker & Hunt No. 2).

The Board's May 11, 2018, action additionally consented to the sublease to USPS and approved a 20-year extension of GL-4649 pursuant to section 17 1-36, HRS, to amortize the cost of planned improvements to the property, including: (1) roof replacement, (2) reconstruction of a portion of the building walls, and (3) reconstruction of the concrete apron connecting the parking lot to the road. At its meeting of August 23, 2019, Item D-1, at lessee's request the Board extended the deadline for the completion of the proposed improvements required for the lease extension.

At its meeting of January 24, 2020, under agenda Item D-1, the Board amended its prior action of May 11, 2018, Item D-1, by ratifying the consent to sublease with the clarification that Ficker & Hunt No. 2 is the sublessor and USPS is the sublessee. The Board additionally ratified the 20-year extension of lease with the clarification that Ficker & Hunt No. 2 is the lessee in the extension period. Finally, the Board authorized a change to the improvements required for the lease extension and found that lessee's expenditure of \$114,393.15 for improvements to the premises was sufficient for the lease extension.

Chester Wayne Hunt, the sole partner of Ficker & Hunt No. 2, submitted an application on June 15, 2023, for consent to assign to GL-4649 to a trust he established for his family. The assignment is being made for estate planning purposes and only nominal consideration is being paid by the Trust to the partnership. Accordingly, no assignment premium is due to the State.

This GL could potentially qualify for additional extensions under Act 236, Session Laws

of Hawaii 2021. The terms of the extension under Act 236 were discussed with Mr. Hunt since any extension under Act 236 requires the lessee to have been a tenant for at least ten consecutive years before applying for extension under that act. Mr. Hunt expressed that he was getting old and would most likely not be around for another extension and if the Trust wishes to extend at a later date, there would still be still ample time left on the lease to allow for the Trust to qualify for an extension.


There are no outstanding rental reopening issues.

No government agency or community comments were solicited as there will be no new disposition or change in land use.

RECOMMENDATION: That the Board:

- A. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Section 11-200.1-16, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a de minimis action.
- B. Consent to the assignment of General Lease No. S-4649 from Ficker & Hunt, a Hawaii Partnership, as Assignor, to Chester Wayne Hunt, Trustee of the Hunt Family Revocable Living Trust, as Assignee, subject to the following:
 1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
 2. Review and approval by the Department of the Attorney General; and
 3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



James C Turner
Land Agent

APPROVED FOR SUBMITTAL:



Dawn N.S. Chang, Chairperson

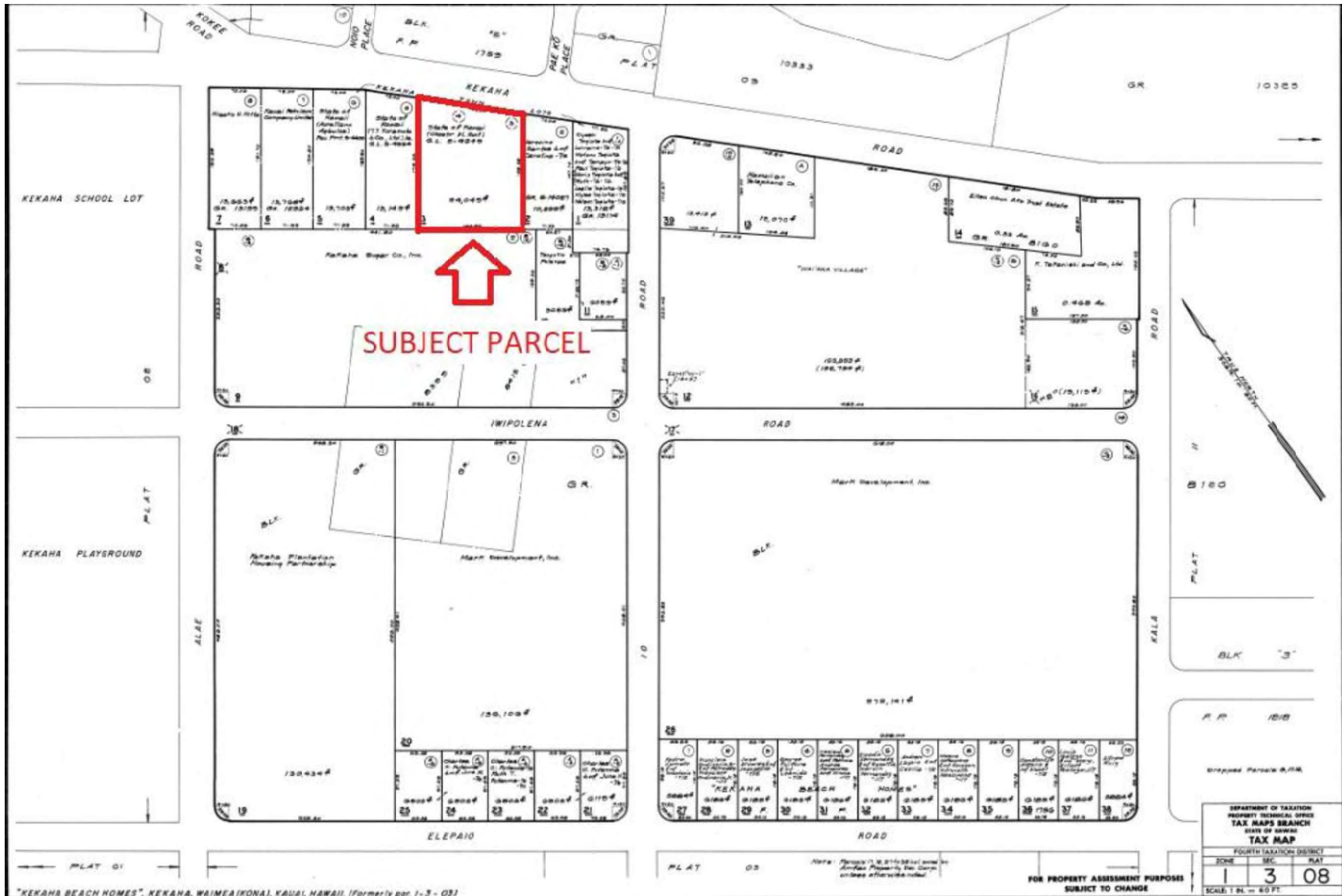
et



SUBJECT PARCEL



EXHIBIT A
Exhibit A



AFTER RECORDATION, RETURN BY MAIL TO:

PATRICK J. CHILDS
[REDACTED]
[REDACTED]

LIHUE, HI 96766

TITLE OF DOCUMENT:

ASSIGNMENT OF LEASE

PARTIES TO DOCUMENT:

ASSIGNOR: FICKER & HUNT PARTNERSHIP. a Hawaii Partnership

ASSIGNEE: THE HUNT FAMILY REVOCABLE LIVING TRUST
dated October 15, 1990.

PROPERTY DESCRIPTION:

TMK:4/1-2-008:003

KEKAHA, WAIMEA,
ISLAND AND COUNTY OF KAUAI,
STATE OF HAWAII

LIBER/PAGE

DOCUMENT NO.:

TRANSFER CERTIFICATE
OF TITLE NO(S):

ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made this ____ day of _____, 2024, by **FICKER & HUNT PARTNERSHIP**, a Hawaii Partnership, hereinafter called the "ASSIGNOR", and **THE HUNT FAMILY REVOCABLE LIVING TRUST**, dated October 15, 1990, hereinafter called the "ASSIGNEE", both of whose address is 2711 Milo Hae Loop, Koloa, Kauai, Hawaii 96756,

W I T N E S S E T H:

In consideration of the sum of ONE DOLLAR (\$1.00) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and in consideration of the covenants of the Assignee, herein contained, the Assignor does hereby assign, transfer and set over to the Assignee all of its right, title and interest of the Assignor under that certain indenture of Lease dated October 8, 1980, from the Board of Land and Natural Resources for and on behalf of the Government of the State of Hawaii, as Lessor, and known as General Lease No. 4649, for TMK No: 4/1-2-008:003.

TO HAVE AND TO HOLD the same unto the Assignee, their 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 lease, subject always to the rents,

covenants, and provisions therein contained and on the part of the Assignee to be kept, observed and performed; and of the consent of the Board of Land and Natural Resources being hereto attached. according to the tenancy hereinafter set forth, for and during the remaining portion of the terms of said lease.

AND, the Assignee aforesaid, for and in consideration of the execution of this instrument of assignment and transfer of said General Lease and does hereby undertake and agree with the said Assignor, and the State of Hawaii, that said Assignee will pay the rest reserved in said lease and keep, observe and perform all of the terms, covenants and conditions therein to be kept, observed and preformed.

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 instrument, 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 undersigned executed these presents as of the day and year first above written.

FICKER & HUNT PARTNERSHIP

By Chester W. Hunt
CHESTER W. HUNT
Its General Partner

By Letitia Hunt
LETITIA HUNT
Its General Partner

By _____
STEVEN A. HUNT
Its General Partner

By _____
LAUREN L. HUNT,
Its General Partner

By _____
WILLIAM A. MARSHALL
Its General Partner

By Patricia A. Marshall
PATRICIA A. MARSHALL
Its General Partner

"ASSIGNOR"

THE HUNT FAMILY REVOCABLE
LIVING TRUST dated
October 15, 1990

By Chester Wayne Hunt
CHESTER WAYNE HUNT
Its Trustee

By Letitia Hunt
LETITIA HUNT
Its Trustee

"ASSIGNEE"

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By JAMES TURNER
Land Agent "LESSOR"

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this 15th day of October, 2024, before me appeared Chester W. Hunt, to me made known, who being by me duly sworn or affirmed, did say that such person executed the 7 page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Doc. Date: undated # Pages 7

Notary Name: Minciva R. Cligo Fifth Circuit

Doc. Description: Assignment of Lease

[Signature] OCT 15 2024
Notary Signature Date

NOTARY PUBLIC, in and for the
named State and County

My commission expires: 5/18/2028

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this 15th day of October, 2024, before me appeared Letitia K. Hunt, to me made known, who being by me duly sworn or affirmed, did say that such person executed the 7 page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Doc. Date: undated # Pages 7

Notary Name: Minciva R. Cligo Fifth Circuit

Doc. Description: Assignment of Lease

[Signature] OCT 15 2024
Notary Signature Date

NOTARY PUBLIC, in and for the
above-named State and County

My commission expires: 5/18/2028

STATE OF HAWAII)
)
COUNTY OF KAUAI)

On this 15th day of October, 2024, before me appeared Patricia Ann Marshall, to me made known, who being by me duly sworn or affirmed, did say that such person executed the 7 page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Doc. Date: undated # Pages 1

Notary Name: Minerva R. O'ligo Fifth Circuit

Doc. Description: Assignment of lease

[Signature] OCT 15 2024
Notary Signature Date

NOTARY PUBLIC, in and for the above-named State and County

My commission expires: 6/18/2028

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: _____ Fifth Circuit

Doc. Description: _____

Notary Signature Date

NOTARY PUBLIC, in and for the above-named State and County

My commission expires: _____

STATE OF HAWAII)
)
COUNTY OF KAUAI)

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

Doc. Date: _____ # Pages _____
Notary Name: Fifth Circuit
Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF HAWAII)
)
COUNTY OF KAUAI)

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

Doc. Date: _____ # Pages _____
Notary Name: Fifth Circuit
Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: _____ Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

AFTER RECORDATION, RETURN BY MAIL TO:

PATRICK J. CHILDS
[REDACTED]
[REDACTED]

LIHUE, HI 96766

TITLE OF DOCUMENT:

ASSIGNMENT OF LEASE

PARTIES TO DOCUMENT:

ASSIGNOR: FICKER & HUNT PARTNERSHIP. a Hawaii Partnership

ASSIGNEE: THE HUNT FAMILY REVOCABLE LIVING TRUST
dated October 15, 1990.

PROPERTY DESCRIPTION:

TMK:4/1-2-008:003

KEKAHA, WAIMEA,
ISLAND AND COUNTY OF KAUAI,
STATE OF HAWAII

LIBER/PAGE

DOCUMENT NO.:

TRANSFER CERTIFICATE
OF TITLE NO(S):

ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made this 16th day of October, 2024,
by **FICKER & HUNT PARTNERSHIP**, a Hawaii Partnership, hereinafter
called the "ASSIGNOR", and **THE HUNT FAMILY REVOCABLE LIVING TRUST**,
dated October 15, 1990, hereinafter called the "ASSIGNEE", both of
whose address is 2711 Milo Hae Loop, Koloa, Kauai, Hawaii 96756,

W I T N E S S E T H:

In consideration of the sum of ONE DOLLAR (\$1.00) paid by the
Assignee to the Assignor, the receipt of which is hereby
acknowledged, and in consideration of the covenants of the Assignee,
herein contained, the Assignor does hereby assign, transfer and set
over to the Assignee all of its right, title and interest of the
Assignor under that certain indenture of Lease dated October 8, 1980,
from the Board of Land and Natural Resources for and on behalf of
the Government of the State of Hawaii, as Lessor, and known as General
Lease No. 4649, for TMK No: 4/1-2-008:003.

TO HAVE AND TO HOLD the same unto the Assignee, their 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 lease, subject always to the rents,

covenants, and provisions therein contained and on the part of the Assignee to be kept, observed and performed; and of the consent of the Board of Land and Natural Resources being hereto attached. according to the tenancy hereinafter set forth, for and during the remaining portion of the terms of said lease.

AND, the Assignee aforesaid, for and in consideration of the execution of this instrument of assignment and transfer of said General Lease and does hereby undertake and agree with the said Assignor, and the State of Hawaii, that said Assignee will pay the rest reserved in said lease and keep, observe and perform all of the terms, covenants and conditions therein to be kept, observed and performed.

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 instrument, 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 undersigned executed these presents as of the day and year first above written.

FICKER & HUNT PARTNERSHIP

By _____
CHESTER W. HUNT
Its General Partner

By _____
LETITIA HUNT
Its General Partner

By _____
STEVEN A. HUNT
Its General Partner

By _____
LAUREN L. HUNT,
Its General Partner

By  _____
WILLIAM A. MARSHALL
Its General Partner

By _____
PATRICIA A. MARSHALL
Its General Partner

"ASSIGNOR"

THE HUNT FAMILY REVOCABLE
LIVING TRUST dated
October 15, 1990

By _____
CHESTER WAYNE HUNT
Its Trustee

By _____
LETITIA HUNT
Its Trustee

"ASSIGNEE"

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By JAMES TURNER
Land Agent "LESSOR"

STATE OF HAWAII)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

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My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
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My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: _____ Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF ~~HAWAII~~)
Texas)
COUNTY OF ~~KAUAI~~)
Bexar)

On this 16 day of October, 2024, before me appeared William A. Marshall he made known, who being by me duly sworn or affirmed, did say that such person executed the _____ page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

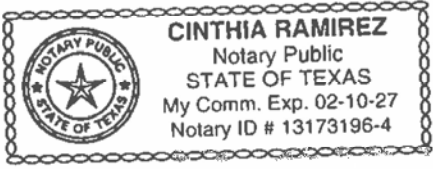
Doc. Date: 10-16-24 # Pages 5

Notary Name: Cynthia Ramirez Fifth Circuit

Doc. Description: Assignment of Lease

C Ramirez 10-16-24
Notary Signature Date

NOTARY PUBLIC, in and for the above-named State and County
My commission expires: 02-10-27



STATE OF HAWAII)
COUNTY OF KAUAI)

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

Doc. Date: _____ # Pages _____

Notary Name: _____ Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the above-named State and County
My commission expires: _____

STATE OF HAWAII)
)
COUNTY OF KAUAI)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires:

AFTER RECORDATION, RETURN BY MAIL TO:

PATRICK J. CHILDS
[REDACTED]
[REDACTED]

LIHUE, HI 96766

TITLE OF DOCUMENT:

ASSIGNMENT OF LEASE

PARTIES TO DOCUMENT:

ASSIGNOR: FICKER & HUNT PARTNERSHIP. a Hawaii Partnership

ASSIGNEE: THE HUNT FAMILY REVOCABLE LIVING TRUST
dated October 15, 1990.

PROPERTY DESCRIPTION:

TMK:4/1-2-008:003

KEKAHA, WAIMEA,
ISLAND AND COUNTY OF KAUAI,
STATE OF HAWAII

LIBER/PAGE

DOCUMENT NO.:

TRANSFER CERTIFICATE
OF TITLE NO(S):

ASSIGNMENT OF LEASE

THIS ASSIGNMENT, made this 16th day of October, 2024, by FICKER & HUNT PARTNERSHIP, a Hawaii Partnership, hereinafter called the "ASSIGNOR", and THE HUNT FAMILY REVOCABLE LIVING TRUST, dated October 15, 1990, hereinafter called the "ASSIGNEE", both of whose address is 2711 Milo Hae Loop, Koloa, Kauai, Hawaii 96756,

W I T N E S S E T H:

In consideration of the sum of ONE DOLLAR (\$1.00) paid by the Assignee to the Assignor, the receipt of which is hereby acknowledged, and in consideration of the covenants of the Assignee, herein contained, the Assignor does hereby assign, transfer and set over to the Assignee all of its right, title and interest of the Assignor under that certain indenture of Lease dated October 8, 1980, from the Board of Land and Natural Resources for and on behalf of the Government of the State of Hawaii, as Lessor, and known as General Lease No. 4649, for TMK No: 4/1-2-008:003.

TO HAVE AND TO HOLD the same unto the Assignee, their 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 lease, subject always to the rents,

covenants, and provisions therein contained and on the part of the Assignee to be kept, observed and performed; and of the consent of the Board of Land and Natural Resources being hereto attached. according to the tenancy hereinafter set forth, for and during the remaining portion of the terms of said lease.

AND, the Assignee aforesaid, for and in consideration of the execution of this instrument of assignment and transfer of said General Lease and does hereby undertake and agree with the said Assignor, and the State of Hawaii, that said Assignee will pay the rest reserved in said lease and keep, observe and perform all of the terms, covenants and conditions therein to be kept, observed and performed.


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 instrument, 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.

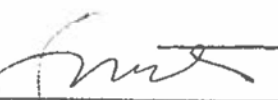
IN WITNESS WHEREOF, the undersigned executed these presents as
of the day and year first above written.


FICKER & HUNT PARTNERSHIP

By _____
CHESTER W. HUNT
Its General Partner

By _____
LETITIA HUNT
Its General Partner

By  _____
STEVEN A. HUNT
Its General Partner

By  _____
LAUREN L. HUNT,
Its General Partner

By  _____
WILLIAM A. MARSHALL
Its General Partner

By _____
PATRICIA A. MARSHALL
Its General Partner

"ASSIGNOR"

THE HUNT FAMILY REVOCABLE
LIVING TRUST dated
October 15, 1990

By _____
CHESTER WAYNE HUNT
Its Trustee

By _____
LETITIA HUNT
Its Trustee

"ASSIGNEE"

STATE OF HAWAII
DEPARTMENT OF LAND AND
NATURAL RESOURCES

By JAMES TURNER
Land Agent "LESSOR"

STATE OF HAWAII)
)
COUNTY OF Hawaii)

On this 24th day of October, 2024, before me appeared STEVEN A. HUNT, to me made known, who being by me duly sworn or affirmed, did say that such person executed the 7 page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Doc. Date: 10/16/2024 # Pages 7

Notary Name: Desiree M. Ikeda ^{di 3rd} ~~Fifth~~ Circuit

Doc. Description: Assignment of Lease

DIkeda 10/24/2024
Notary Signature Date

NOTARY PUBLIC, in and for the
named State and County DESIREE M. IKEDA
My commission expires: EXPIRATION: June 24, 2026

STATE OF Hawaii)
)
COUNTY OF Hawaii)

On this 24th day of October, 2024, before me appeared LAUREN L. HUNT, to me made known, who being by me duly sworn or affirmed, did say that such person executed the 7 page ASSIGNMENT OF LEASE, as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Doc. Date: 10/16/2024 # Pages 7

Notary Name: Desiree M. Ikeda ^{di 3rd} ~~Fifth~~ Circuit

Doc. Description: Assignment of Lease

DIkeda 10/24/2024
Notary Signature Date

NOTARY PUBLIC, in and for the
above-named State and County
My commission expires: DESIREE M. IKEDA
EXPIRATION: June 24, 2026

STATE OF HAWAII)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
named State and County
My commission expires:

STATE OF _____)
)
COUNTY OF _____)

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

Doc. Date: _____ # Pages _____

Notary Name: Fifth Circuit

Doc. Description: _____

Notary Signature Date
NOTARY PUBLIC, in and for the
above-named State and County
My commission expires: