



Lori M.K. Kahikina, P.E.  
*Executive Director and CEO*

Rick Keene  
*Deputy Executive Director and COO*

**BOARD OF DIRECTORS**

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*Chair*

Kika G. Bukoski  
*Vice Chair*

Anthony B. Aalto  
Michele Chun Brunngraber  
Jade Butay  
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Dawn Takeuchi Apuna  
Arthur Tolentino  
Robert Yu

June 14, 2023

The Honorable Tommy Waters, Chair  
Honolulu City Council  
City and County of Honolulu  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

Dear Chair Waters:

Subject: Draft Resolutions

Attached for your consideration are two (2) Draft Resolutions:

- (1) Approving the Sale of the Real Property Located at Purchased by the Honolulu Authority for Rapid Transportation Located at 2613 Waiwai Loop, Honolulu, Hawaii 96819, Identified as Tax Map Key No. (1) 1-1-016-016 to International Express, Incorporated.
- (2) Approving the Grant of a Perpetual Easement Over Easement C Located on the Lagoon Drive Station Parcel At 515 Lagoon Drive, Honolulu, Hawaii, Tax Map Key No. (1) 1-1-016-015, for Access Purposes to International Express, Incorporated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lori Kahikina", is positioned above the printed name and title.

Lori M.K. Kahikina, P.E.  
Executive Director and CEO

**Attachments**

cc: Mr. Michael Formby, Managing Director  
HART Board of Directors  
Office of the City Clerk

**DEPT. COM. 390**



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

## **RESOLUTION**

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**APPROVING THE SALE OF THE REAL PROPERTY PURCHASED BY THE  
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION LOCATED AT 2613  
WAIWAI LOOP, HONOLULU, HAWAII 96819, IDENTIFIED AS TAX MAP KEY NO.  
(1) 1-1-016-016 TO INTERNATIONAL EXPRESS, INCORPORATED**

WHEREAS, Paragraph 16 of Section 46-1.5, Hawaii Revised Statutes, as amended (HRS), authorizes the counties, under certain conditions, to dispose of real property as the interests of the inhabitants of the county may require; and

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (Amended 2017 Edition) (Charter), and given the authority to develop the City's fixed guideway system; and

WHEREAS, Section 17-103.2(b) of the Charter empowers HART "[t]o acquire by eminent domain, purchase, lease or otherwise, in the name of the city, all real property or any interest therein necessary for the development of the fixed guideway system . . . ."; and

WHEREAS, on January 5, 2016, HART purchased, in the name of the City and County of Honolulu (City) for the use and benefit of HART, the fee simple interest in Lot 101, more particularly described in Exhibit A, located at 2613 Waiwai Loop, Honolulu, Hawaii 96819, and identified as Tax Map Key (TMK) (1) 1-1-016-016 (Property) from International Express, Incorporated (IEX), for \$5,936,000; and

WHEREAS, HART acquired the Property because it was determined that the guideway straddle bent column to be located at the Property (Column) prevented necessary access to the Property; and

WHEREAS, after HART acquired the Property, a redesign of that portion of the HRTTP moved the Column to a location that restored access to the Property; and

WHEREAS, the Column has since been constructed and does not diminish the utility of the entire Property; and

WHEREAS, IEX has continued its operations under a lease-back arrangement with HART and desires to reacquire the Property; and

WHEREAS, HART does not need to retain the entire Property and is willing and able to sell the Property back to IEX, subject to easements for the Column and the overhead guideway; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

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## RESOLUTION

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WHEREAS, HART desires to sell the property back to IEX for the fair market value of the Property as determined by an appraisal that complies with the requirements of the Federal Transit Administration ("FTA"); and

WHEREAS, a 2019 appraisal determined that the fair market value of the Property was \$6,400,000, which amount has been concurred by the FTA; and

WHEREAS, in connection with the sale of the Property to IEX, IEX will provide HART with easements 312A and 312 (Easements) necessary for the Column and overhead guideway, respectively, as shown on Exhibit B; and

WHEREAS, the sale of the Property back to IEX and IEX's grant of easements 312A and 312 to HART also effectuate a settlement between HART and IEX of various claims by IEX, and the Council recognizes that as part of the settlement, the purchase price of the Property may be offset at closing by amounts credited by HART; and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to] recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority, and further states that "[t]he council shall take no action to dispose of such property without the written approval of the authority, and all proceeds from the disposition shall be deposited into the transit fund"; and

WHEREAS, on May 11, 2023, the HART Board of Directors adopted Resolution 2023-1 (Exhibit C) approving HART's settlement with IEX pursuant to Section 17-112 of the Charter, and recommending that the Honolulu City Council authorize the sale of the Property to IEX, for the fair market value of the Property as determined by an appraisal that complies with FTA requirements, and with which the FTA has concurred for purposes of the sale of the Property; and now, therefore,

BE IT RESOLVED by the Council of City and County of Honolulu that it approves the sale of the Property to IEX, for the fair market value of the Property as determined by an appraisal that complies with FTA requirements, and with which the FTA has concurred for purposes of the sale of the Property; and

BE IT FURTHER RESOLVED that the sale be in accordance with the recommendations of HART and any additional conditions approved by HART, including any related transactions and any credits to be applied by HART to the purchase price at closing, and with all applicable laws; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

## RESOLUTION

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BE IT FURTHER RESOLVED that the Executive Director of HART or the Executive Director's designee is authorized to execute the deed and other necessary documents to complete this transaction; and

BE IT FINALLY RESOLVED that certified copies of this resolution be transmitted to the Executive Director of HART.

INTRODUCED BY:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF INTRODUCTION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

**EXHIBIT A**

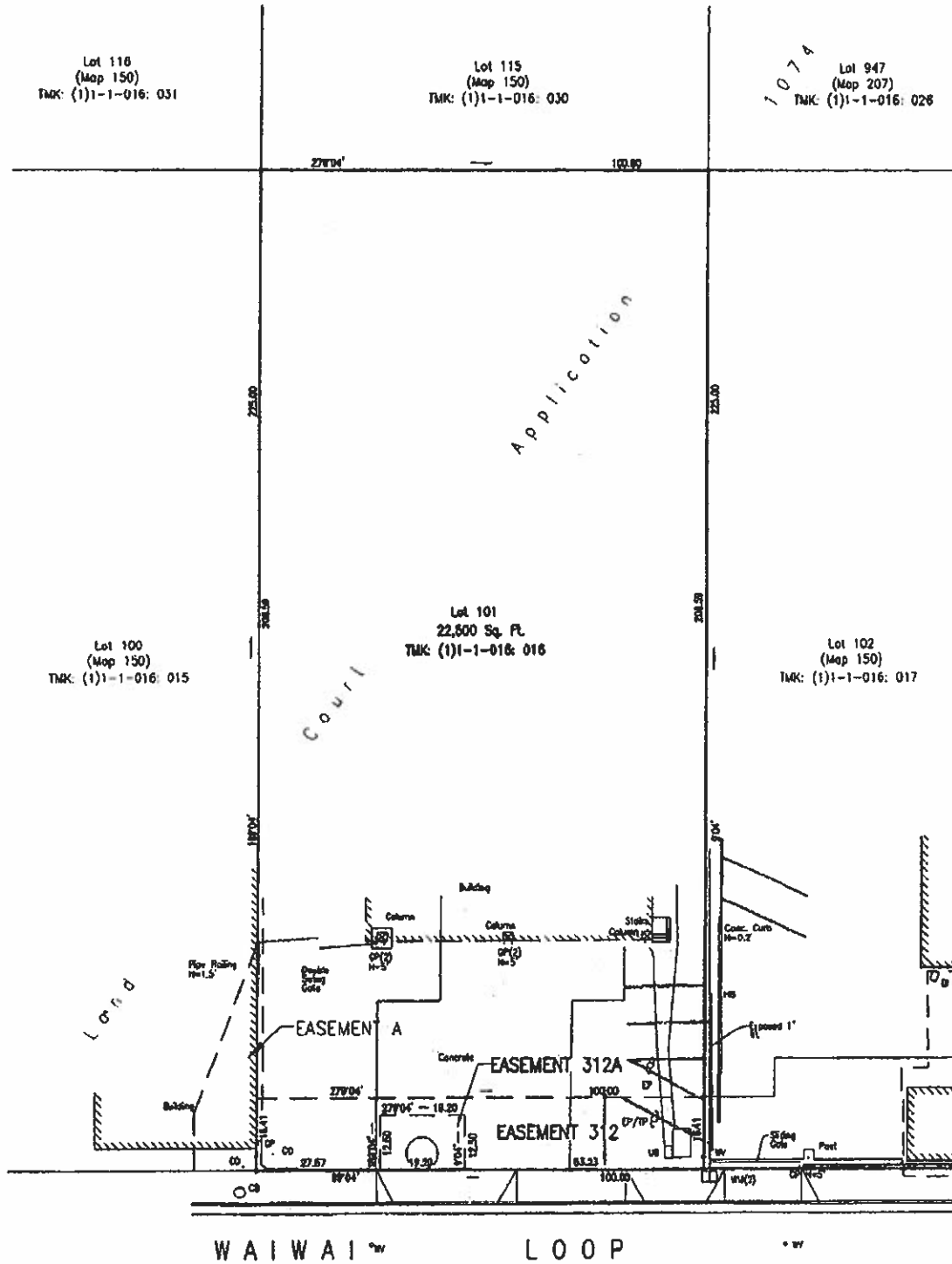
All of that certain parcel of land situate at Moanalua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 101, area 22,500 square feet, more or less, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased.

Being a portion of land described in Transfer Certificate of Title No. 1,109,609 issued to the Grantor.

**END OF EXHIBIT A**

# EXHIBIT B



**Exhibit C**

**Honolulu Authority for Rapid Transportation**

**RESOLUTION NO. 2023-1**

**APPROVING AND RECOMMENDING THAT THE CITY AND COUNTY OF HONOLULU AUTHORIZE THE SALE OF THE REAL PROPERTY LOCATED AT 2613 WAIWAI LOOP, HONOLULU, HAWAII 96819, IDENTIFIED AS TAX MAP KEY NO. (1) 1-1-016-016 TO INTERNATIONAL EXPRESS, INCORPORATED**

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (Amended 2017 Edition) (Charter); and

WHEREAS, Section 17-103.2.(b) of the Charter empowers HART to acquire real property or real property interests necessary for the development of the Honolulu Rail Transit Project (HRTTP) by eminent domain, purchase, lease or otherwise, in the name of the City and County of Honolulu (City); and

WHEREAS, on January 5, 2016, HART acquired, in the name of the City, the fee simple interest in Lot 101, more particularly described in Exhibit A, located at 2613 Waiwai Loop, Honolulu, Hawaii 96819, and identified as Tax Map Key (TMK) (1) 1-1-016-016 (Property) from International Express, Incorporated (IEX), for \$5,936,000; and

WHEREAS, HART acquired the Property because it was determined that the guideway straddle bent column to be located at the Property (Column) prevented necessary access to the Property; and

WHEREAS, after HART acquired the Property, a redesign of that portion of the HRTTP moved the Column to a location that restored access to the Property; and

WHEREAS, the Column has since been constructed and does not diminish the utility of the entire Property; and

WHEREAS, IEX has continued its operations under a lease-back arrangement with HART and desires to reacquire the Property; and

WHEREAS, HART does not need to retain the entire Property and is willing and able to sell the Property back to IEX, subject to easements for the Column and the guideway overhead; and

WHEREAS, HART has negotiated a settlement with IEX that includes the sale of the property back to IEX for the fair market value of the Property as determined by an appraisal that complies with the requirements of the Federal Transit Administration ("FTA"); and

WHEREAS, a 2019 appraisal determined that the fair market value of the Property was \$6,400,000, which amount has been concurred by the FTA; and

WHEREAS, the settlement also requires IEX to provide HART with easements 312 and 312A (Easements) necessary for guideway and staddle bent column purposes, as shown on Exhibit B; and

WHEREAS, the settlement will also involve certain payments from HART to IEX, which may be applied as a credit to the purchase price of the Property at closing; and

WHEREAS, the sale of the Property back to IEX does not conflict with HART's construction or operation of the H RTP; and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to] recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority"; and

WHEREAS, the Charter also states that the "council shall take no action to dispose of such property without the written approval of the authority"; and

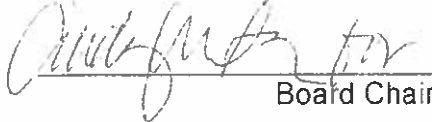
WHEREAS, this resolution was approved contingent upon the referral of this matter to the Office of the Inspector General.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of HART as follows:

1. The HART Board of Directors approves and recommends to the Honolulu City Council the sale of the Property to IEX, for the fair market value of the Property as determined by an appraisal that complies with FTA requirements, and with which the FTA has concurred for purposes of the sale of the Property; and
2. That a copy of this Resolution be transmitted to the Honolulu City Council.

ADOPTED by the Board of the Honolulu Authority for Rapid Transportation on

MAY 11, 2023.

  
Board Chair

ATTEST:

  
Board Executive Officer



**EXHIBIT A**

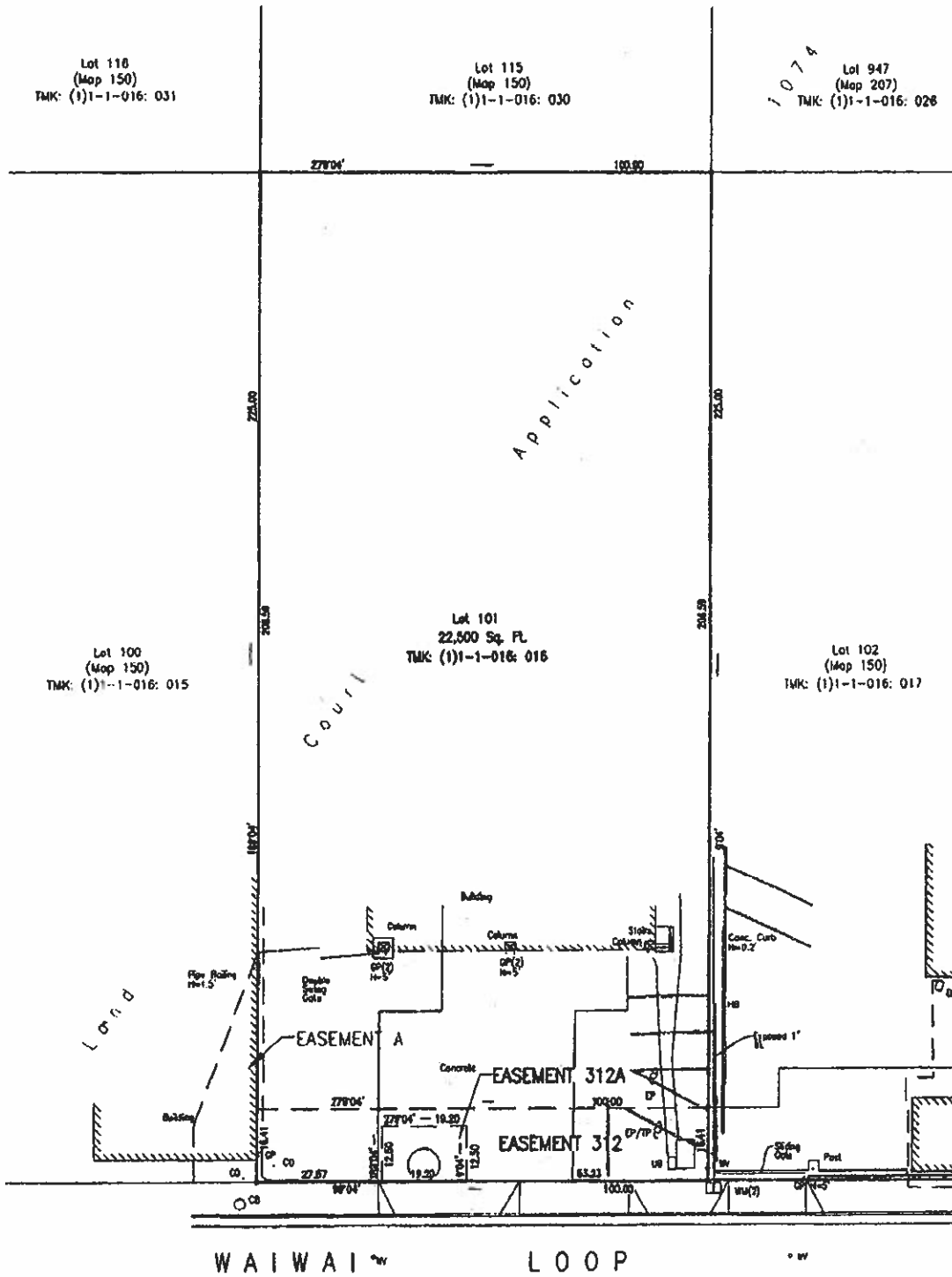
All of that certain parcel of land situate at Moanalua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 101, area 22,500 square feet, more or less, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased.

Being a portion of land described in Transfer Certificate of Title No. 1,109,609 issued to the Grantor.

**END OF EXHIBIT A**

**EXHIBIT B**





# CITY COUNCIL

CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

## RESOLUTION

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**APPROVING THE GRANT OF A PERPETUAL EASEMENT OVER EASEMENT C  
LOCATED ON THE LAGOON DRIVE STATION PARCEL AT 515 LAGOON  
DRIVE, HONOLULU, HAWAII, TAX MAP KEY NO. (1) 1-1-016-015, FOR  
ACCESS PURPOSES TO INTERNATIONAL EXPRESS, INCORPORATED**

WHEREAS, Section 46-66, Hawaii Revised Statutes, as amended (HRS), authorizes each county, subject to council approval, to grant, sell, or otherwise dispose of any easement for particular purposes in perpetuity by direct negotiation or otherwise, subject to reverter to such county upon the termination or abandonment of the specific purpose for which the easement was granted, including easements for any governmental or public utility purpose; and

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (Amended 2017 Edition) (Charter), and given the authority to develop the City's fixed guideway system; and

WHEREAS, Section 17-103.2(b) of the Charter empowers HART "[t]o acquire by eminent domain, purchase, lease or otherwise, in the name of the city, all real property or any interest therein necessary for the development of the fixed guideway system . . . ."; and

WHEREAS, on May 13, 2013, HART acquired, in the name of the City, the fee simple interest in Lot 100, more particularly described in Exhibit A, located at 515 Lagoon Drive, Honolulu Hawaii 96819, and identified as Tax Map Key (TMK) (1) 1-016-015 (the Property); and

WHEREAS, HART has constructed a rail transit station on the Property (Lagoon Drive Station) as part of the Honolulu Rail Transit Project (H RTP); and

WHEREAS, HART has placed a guideway straddle bent column (the "Column") on neighboring Lot 101, area 22,500 square feet, more or less, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased (Lot 101), also identified as TMK (1) 1-1-016-016, which Lot 101 was formerly owned by, and continues to be occupied by, International Express, Incorporated (IEX); and

WHEREAS, the Column negatively impacts access to Lot 101; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

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## RESOLUTION

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WHEREAS, concurrent with this resolution, the Council is considering Resolution \_\_\_\_\_, approving the sale of Lot 101 back to IEX; and

WHEREAS, HART and IEX have negotiated a proposed agreement whereby, in connection with the sale of Lot 101 back to IEX, HART will grant an easement over the Property to IEX for access purposes, to mitigate the impacts on IEX's access to Lot 101 due to the Column; and

WHEREAS, for such access purposes, the parties have identified Easement C, with an area of 219 square feet, affecting the Property, as shown on the map attached as Exhibit B and described by metes and bounds in Exhibit C both of which are attached hereto and by reference made a part hereof; and

WHEREAS, the access easement shall only be used for necessary vehicular ingress and egress from Lot 101 to Waiwai Loop, a public street; and

WHEREAS, a petition for designation of Easement C has been submitted to the Land Court of the State of Hawaii; and

WHEREAS, upon issuance of the Order by the Land Court for designation of Easement C, HART and IEX will enter into the Grant of Access Easement; and

WHEREAS, the grant of the access easement does not conflict with HART's use of the Property for the H RTP; and

WHEREAS, the value of Easement C to IEX will be offset by easements for the Column and guideway affecting Lot 101 that IEX has agreed to provide to HART and will be addressed as part of a broader settlement between HART and IEX; and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to]recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority, and further states that "[t]he council shall take no action to dispose of such property without the written approval of the authority, and all proceeds from the disposition shall be deposited into the transit fund"; and

WHEREAS, on May 11, 2023 the HART Board of Directors adopted Resolution 2023-2 (Exhibit D), approving and recommending that the City grant a perpetual easement over Easement C for access purposes to IEX; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

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**RESOLUTION**

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WHEREAS, the terms of the Easement are set forth in the agreement attached hereto as Exhibit E and made a part hereof; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it approves the granting of the above-described Easement to IEX over the Property, in substantially the same form as that Grant of Access Easement, attached as Exhibit E; and

BE IT FURTHER RESOLVED by the Council of the City and County of Honolulu that it approves modifications to the Grant of Access Easement prior to execution to conform to the Land Court Order designating the Easement (or such renumbered easement); and

BE IT FURTHER RESOLVED that the Executive Director of HART or the Executive Director's designee is authorized to execute the Grant of Access Easement in substantially the same form as Exhibit E, together with any modifications, amendments or supplements thereto as necessary to effectuate the transaction contemplated by this resolution; and

BE IT FINALLY RESOLVED that certified copies of this resolution be transmitted to the Executive Director of HART.

INTRODUCED BY:

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DATE OF INTRODUCTION:

\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

## EXHIBIT A

All of that certain parcel of land situate at Moanalua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

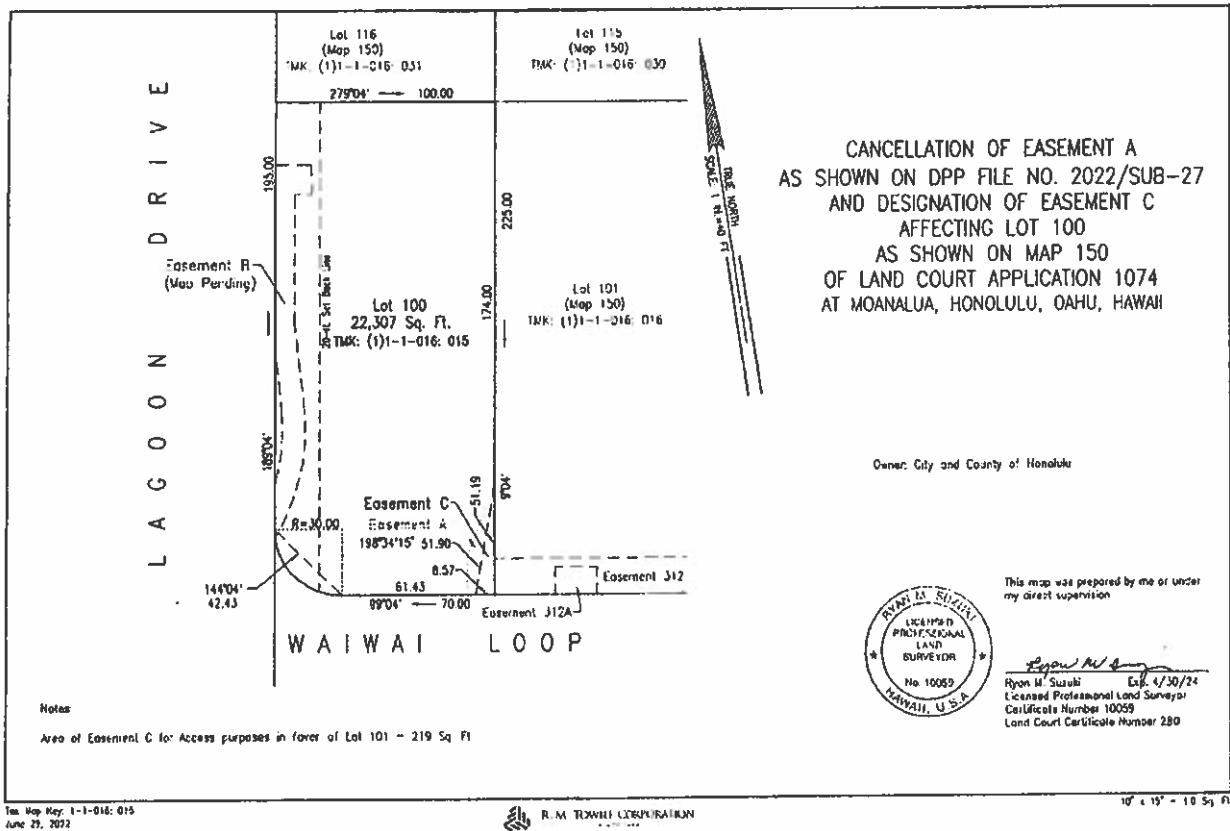
LOT 100, area 22,307 square feet, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased;

Together with a perpetual easement for the drainage of said Lot 100 into a drain ditch or other drainage facilities heretofore or hereafter to be constructed by the State of Hawaii, across Lots B-361-D, B-361-E, B-131, B-324-C, B-230, B-229, B-123-A, B-200, B-199, B-121-A, B-174, B-172, A-101, A-117-A, A-99, A-90, A-116-A, A-74, A-113-A, A-46, A-47, A-87, A-92-B, A-86-B, A-75-B, A-114-A, A-66, A-57, A-36-G-2 and A-36-H-1, as granted by instrument filed as Land Court Document No. 176272;

Subject to:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. SETBACK (20 feet wide) for building purposes, as shown on Map 150, as set forth by Land Court Order No. 15873, filed December 9, 1957.

## EXHIBIT B



### Exhibit C

Easement C  
For Access Purposes  
In Favor of Lot 101  
As Shown on DPP File No. 2022/SUB-88  
Affecting Lot 100  
as Shown on Map 150  
of Land Court Application 1074

SITUATE AT MOANALUA, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the South corner of this easement, same being the southwest corner of Lot 100 (Map 150) of Land Court Application 1074, along the north side of Waiwai Loop, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 11,074.99 feet South and 2,848.02 feet West, thence running by azimuths measured clockwise from true South:

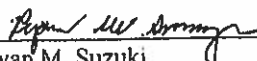
1. 99° 04' 8.57 feet;
2. 198° 34' 15" 51.90 feet;
3. 9° 04' 51.19 feet along Lot 101 (Map 150) of Land Court Application 1074 to the point of beginning and containing an area of 219 Square Feet.

R. M. TOWILL CORPORATION

Description Prepared by:



TMK: 1-1-016: 015  
August 18, 2022

 4/30/24  
Ryan M. Suzuki Expiration Date  
Licensed Professional Land Surveyor  
Certificate Number 10059

Note: This description is for exhibit purposes only and does not purport a legally subdivided easement.



**Exhibit D**

**Honolulu Authority for Rapid Transportation**

**RESOLUTION NO. 2023-2**

**APPROVING AND RECOMMENDING THAT THE CITY AND COUNTY OF HONOLULU GRANT A PERPETUAL EASEMENT OVER EASEMENT C LOCATED ON THE LAGOON DRIVE STATION PARCEL AT 515 LAGOON DRIVE, HONOLULU, HAWAII, TAX MAP KEY NO. (1) 1-1-016-015, FOR ACCESS PURPOSES TO INTERNATIONAL EXPRESS, INCORPORATED**

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973 (Revised 2017 Edition) (Charter); and

WHEREAS, Section 17-103.2(b) of the Charter empowers HART to acquire real property or real property interests necessary for the development of the Honolulu Rail Transit Project (H RTP) by eminent domain, purchase, lease or otherwise, in the name of the City and County of Honolulu (City); and

WHEREAS, on May 13, 2013, HART acquired, in the name of the City, the fee simple interest in Lot 100, more particularly described in Exhibit A, located at 515 Lagoon Drive, Honolulu Hawaii 96819, and identified as Tax Map Key (TMK) (1) 1-016-015 (the Property); and

WHEREAS, HART has constructed a rail transit station on the Property (Lagoon Drive Station) as part of the Honolulu Rail Transit Project (H RTP); and

WHEREAS, HART has placed a guideway straddle bent column (the "Column") on neighboring Lot 101, area 22,500 square feet, more or less, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased (Lot 101), also identified as TMK (1) 1-1-016-016, which Lot 101 was formerly owned by, and continues to be occupied by, International Express, Incorporated (IEX); and

WHEREAS, concurrent with this Resolution, the HART Board of Directors will be taking action on Resolution 2023-1, which recommends the sale of Lot 101 back to IEX; and

WHEREAS, because the Column impacts IEX's access to Lot 101, HART and IEX have negotiated a proposed agreement whereby, in connection with the sale of Lot 101 back to IEX, HART will grant an easement over the Property to IEX for access purposes, to mitigate the access impacts of Column; and

WHEREAS, for such access purposes, the parties have identified Easement C, with an area of 219 square feet, affecting the Property, as shown on the map attached as Exhibit B and described by metes and bounds in Exhibit C both of which are attached hereto and by reference made a part hereof; and

WHEREAS, the access easement shall only be used for necessary vehicular ingress and egress from Lot 101 to Waiwai Loop, a public street; and

WHEREAS, a petition for designation of Easement C will be submitted to the Land Court of the State of Hawaii; and

WHEREAS, upon issuance of the Order by the Land Court for designation of Easement C, HART and IEX will enter into the Grant of Easement; and

WHEREAS, the grant of the access easement does not conflict with HART's use of the Property for the HRTP; and

WHEREAS, the value of Easement C to IEX will be offset by easements for the Column and guideway affecting Lot 101 that IEX has agreed to provide to HART and will be addressed as part of a broader settlement between HART and IEX that is also concurrently before the HART Board of Directors for action; and

WHEREAS, Section 17-103.2(c) of the Charter empowers HART "[to] recommend to the council the sale, exchange or transfer of real property or any interest therein which is under the control of the authority"; and

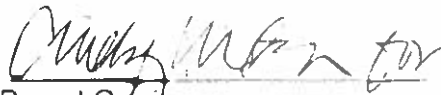
WHEREAS, the Charter also states that the "council shall take no action to dispose of such property without the written approval of the authority"; and

WHEREAS, this resolution was approved contingent upon the referral of this matter to the Office of the Inspector General.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of HART as follows:

1. That the HART Board of Directors approves and recommends to the Honolulu City Council for approval the grant of perpetual easement over Easement C for access purposes for the benefit of Lot 101 to IEX, substantially in the same form as the Grant of Access Easement attached hereto as Exhibit D; and
2. That a copy of this resolution be transmitted to the Honolulu City Council.

ADOPTED by the Board of the Honolulu Authority for Rapid Transportation on  
May 11, 2023

  
Board Chair

ATTEST:

  
Board Executive Officer

## **Exhibit E**

LAND COURT SYSTEM	REGULAR SYSTEM
Return by Mail <input checked="" type="checkbox"/> Pickup <input type="checkbox"/> Honolulu Authority For Rapid Transportation 1099 Alakea Street, Suite 1700 Honolulu, Hawaii 96813 Attn: Krista Lunzer	TG: TGE:
Total Pages: _____	
Tax Map Key No.: (1) 1-1-016:016 (Benefitted Property) Tax Map Key No.: (1) 1-1-016:015 (Burdened Property)	

### **GRANT OF ACCESS EASEMENT**

THIS GRANT OF ACCESS EASEMENT ("Access Easement") is made by and between CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority For Rapid Transportation, a semi-autonomous municipal agency, whose place of business and post office address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 ("Grantor") and International Express, Incorporated, whose business address is 2613 Waiwai Loop, Honolulu, Hawaii 96819 ("Grantee").

WHEREAS, the area identified as "EASEMENT C" located at 515 Lagoon Drive, Honolulu, Hawaii 96819 as more particularly described in EXHIBIT A attached hereto and made a part hereof ("Easement Area") is necessary to allow large vehicles utilized by Grantee to access the property located at 2613 Waiwai Loop, Honolulu, Hawaii 96819, and more particularly described in EXHIBIT B (the "Benefitted Property") attached hereto and made a part hereof; and

WHEREAS, the Easement Area crosses the property more particularly described in EXHIBIT C ("Burdened Property") attached hereto and made a part hereof, which is owned in fee simple by Grantor; and

WHEREAS, the Easement Area will be used by Grantee for necessary vehicular ingress and egress to the Benefitted Property, the granting of which was a condition precedent to the repurchase of the Benefitted Property from Grantor, and

NOW, THEREFORE, Grantor in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration paid by Grantee, the receipt and adequacy of which are

hereby acknowledged and the covenants to be performed by Grantee, as hereinafter set out, hereby grants and conveys unto Grantee, a perpetual non-exclusive right and easement for vehicular access for ingress and egress of vehicles between Waiwai Loop and the Benefitted Property, as provided for herein.

TO HAVE AND TO HOLD the same unto Grantee, its successors and permitted assigns, from the date set forth above, SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. **CONDITION.** Grantee accepts the Easement Area in an "AS-IS" condition, and agrees to use the Easement Area at its sole risk, without any obligation or liability whatsoever of Grantor for the condition thereof.

2. **REASONABLE CARE AND DILIGENCE.** Grantee will use reasonable care and diligence in exercising its rights hereunder in a manner that will occasion as little interference with the use of the land by the owners and occupants as reasonably necessary. The Easement Area shall only be used to provide additional driveway access to the Benefitted Property and shall not be used as the main ingress and egress for all vehicles accessing the Benefitted Property. Grantee understands and acknowledges that the Burdened Property (less the Easement Area) will be used as a public rail station and will involve Grantor's employees and contractors, pedestrians, and the public on the Burdened Property, and therefore Grantee may take reasonable measures to limit public access over the Easement Area. Grantee will use reasonable care in using the Easement Area to avoid harm or injury to persons within the Easement Area and will comply with any safety measures or regulations implemented by Grantor for the safety of rail passengers and pedestrians. Grantor, at its own cost, shall have the right, but not the obligation, to implement safety measures and install safety features at Grantee's request or that Grantor deems necessary in its sole discretion. In the event that Grantor declines to implement safety measures or install safety features that Grantee requests, the Grantee shall have the right, but not the obligation to do so at Grantee's own cost, with Grantor's written permission.

3. **MAINTENANCE and DAMAGE TO EASEMENT AREA.** Grantee will use the Easement Area only for the purposes specified above. Grantee will keep the Easement Area in a reasonably clean, sanitary, safe, and orderly condition, and will not make, permit, or suffer any waste, strip, spoil, nuisance or unlawful, improper or offensive use of the Easement Area or any portion thereof, or of Grantor's adjoining property. Grantee shall, at its own expense, maintain and repair the Easement Area, which includes, but is not limited to, repaving the Easement Area when necessary. Grantee shall be responsible for any and all damage or injury to the Easement Area and Grantor's property (including but not limited to, the two sewer cleanout pipes within the Easement Area, fence posts, and chain link fence separating the Easement Area from the remainder of the Burdened Property) caused by, sustained or resulting from the Grantee or the exercise of the Grantee's rights hereunder. Grantee shall be responsible for repairing or replacing any damaged or injured property and for restoring the Easement Area or the Grantor's property to a condition that is at least as good as the condition it was in prior to such damage or injury. If Grantee fails to repair, replace and restore the damaged or injured property within 30 days, or such longer time as Grantor may allow in the reasonable exercise of its discretion, Grantor may undertake the repair, replacement, and restoration and Grantee shall reimburse Grantor for Grantor's costs upon demand by Grantor.

4. **GRANTEE'S COVENANTS.** Grantee shall not at any time erect or place any improvements, buildings or structures of any kind within the Easement Area, or stockpile any material in the Easement Area, except safety features with Grantor's written permission, as provided in Section 2 above. Grantee shall not at any time use the Easement Area for parking or loading.

5. **GRANTOR'S COVENANTS.** Grantor shall not unreasonably restrict Grantee's access through, upon or within the Easement Area; or allow the Easement Area to be unreasonably obstructed, reduced in size, or amended in any way without Grantee's written permission.

6. **TERMINATION.** Grantor may, in its sole discretion, terminate the Access Easement if Grantee fails to cure any noncompliance with the terms and conditions of the Access Easement within thirty (30) calendar days of Grantor's written notice of the noncompliance, provided that if such noncompliance cannot be cured by reasonable diligence within thirty (30) calendar days, then Grantee may have such time as is reasonably required to complete such cure. The Access Easement shall be subject to reverter to the Grantor upon the termination or abandonment of the Access Easement. The Access Easement shall be deemed abandoned when the Access Easement is not used for the specific purposes authorized herein for a continuous period of three (3) years. Within 30 days of receiving notice of Grantor's termination of the Access Easement, Grantee shall remove any improvements made by the Grantee that are located in the Easement Area and Grantee shall promptly record a termination of this Access Easement. Upon termination of the Access Easement, Grantee shall restore the Easement Area to a condition that is safe and poses no hazards to persons or property.

7. **INDEMNIFICATION.** Grantee will defend, indemnify and hold Grantor harmless from any and all claims and demands for loss, damage, or injury to persons or property against Grantor or Grantor's officers, agents, employees, and invitees when such loss, damage, or injury arises or proximately results from or is alleged to have arisen or proximately resulted from the negligent acts or willful conduct of Grantee or its agents, employees, or contractors, in connection with the rights and obligations of Grantee hereunder. However, this liability shall not extend to matters caused by the negligent acts or willful misconduct of Grantor or its agents or employees. This section shall survive the termination or abandonment of this Access Easement.

8. **INSURANCE.** Grantee, at its own cost, shall effect and maintain at all times a policy or policies of liability insurance written on an "occurrence" form covering the Easement Area, with limits of not less than \$1,000,000 per occurrence. The policy shall contain a provision specifically naming Grantor and its successors and assigns as additional insureds, and shall provide that it shall not be cancelled without thirty (30) days' prior written notice to Grantor. Grantee shall deliver annually to Grantor copies of current certificates evidencing such insurance. If Grantee fails to procure and maintain the required insurance coverage after Grantor's written notice and a fourteen-day (14-day) opportunity to cure, Grantor may procure such insurance at Grantee's cost, and Grantee shall immediately reimburse Grantor for the cost thereof. Any lapse in, or failure by Grantee to procure or maintain the insurance, or to reimburse Grantor for the cost of insurance procured on Grantee's behalf, shall be a breach of this Agreement, and may result in termination of this Agreement pursuant to Section 6 above.

9. **OBSERVANCE OF LAWS.** Grantee will, at all times, observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority applicable to Grantee's use of the Easement Area and its exercise of the rights granted herein. Without limiting the generality of the foregoing, Grantee shall not cause the Easement Area or the improvements thereon to be in violation of any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials ("Hazardous Materials Law"). Grantee shall immediately advise Grantor in writing upon the discovery or notification of any occurrence or condition in the Easement Area or the surrounding or adjoining properties relating to the Hazardous Materials Laws. Grantee shall not cause any Hazardous Materials to exist on, under or about the Easement Area or the improvements thereon.

"Hazardous Materials" means any substance, element, compound, mixture or solution (1) the presence of which requires investigation or remediation under any federal, state or county statute, regulation, ordinance, order, action, and/or policy; or (2) which is now or at any time hereafter in effect becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any Hazardous Materials Law, including petroleum, fuel oil, oil sludge, crude oil or residual oil, and trichloropropane; or (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or mutagenic and is or becomes regulated by any governmental authority.

10. **SUCCESSORS AND ASSIGNS.** This Grant of Access Easement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective successors, successors-in-trust, and assigns, including any duly created and legal successor of the Grantee, without the written consent of the Grantor.

11. **COUNTERPART EXECUTION.** The parties hereto agree that this Grant of Access Easement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Access Easement, dated as of, and effective as of, the date written above.

**GRANTOR:**

Approved as to Content:

\_\_\_\_\_  
Krista Lunzer  
Director, Transit Property  
Acquisition and Relocation

**CITY AND COUNTY OF HONOLULU**, a  
municipal corporation of the State of Hawaii,  
for the use and benefit of the Honolulu  
Authority for Rapid Transportation, a semi-  
autonomous municipal agency

By Honolulu Authority for Rapid Transportation

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

By \_\_\_\_\_  
Lori M.K. Kahikina, P.E.  
Executive Director and CEO

**GRANTEE:**

**INTERNATIONAL EXPRESS, INCORPORATED**

By \_\_\_\_\_  
Masao Mitsui  
Its President

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn or affirmed, did say that she executed the foregoing instrument as her free act and deed as \_\_\_\_\_ of Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency on behalf of the agency having been duly authorized to execute such instrument in such capacity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: Grant of Access Easement

**Doc. Date:** Undated at time of notarization

No. of Pages: \_\_\_\_\_ Jurisdiction: First Circuit  
(in which notarial act is performed)

Signature of Notary	Date of Notarization and Certification Statement
---------------------	---

Seal)  
Printed Name of Notary

(Official Stamp or



STATE OF HAWAII )  
 ) SS:  
CITY AND COUNTY OF HONOLULU )

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed), did say that the person is the \_\_\_\_\_ of International Express, Incorporated, and that the instrument was signed in behalf of the corporation by authority of its board of directors, and \_\_\_\_\_ acknowledged the instrument to be the free act and deed of the corporation, having been duly authorized to execute such instrument in such capacity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Notary Public, State of Hawai'i

My commission expires: \_\_\_\_\_

(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Grant of Access Easement	
Doc. Date: Undated at time of notarization	
No. of Pages: _____ Jurisdiction: First Circuit (in which notarial act is performed)	
Signature of Notary	Date of Notarization and Certification Statement
_____ (Official Stamp or Seal)	
Printed Name of Notary	

**EXHIBIT A**

Easement C  
For Access Purposes  
In Favor of Lot 101  
As Shown on DPP File No. 2022/SU13-88  
Affecting Lot 100  
as Shown on Map 150  
of Land Court Application 1074

SITUATE AT MOANALUA, HONOLULU, ISLAND OF OAHU, HAWAII

Beginning at the South corner of this easement, same being the southwest corner of Lot 100 (Map 150) of Land Court Application 1074, along the north side of Waiwai Loop, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 11,074.99 feet South and 2,848.02 feet West, thence running by azimuths measured clockwise from true South:

1. 99° 04' 8.57 feet;
2. 198° 34' 15" 51.90 feet;
3. 9° 04' 51.19 feet along Lot 101 (Map 150) of Land Court Application 1074 to the point of beginning and containing an area of 219 Square Feet.

R. M. TOWILL CORPORATION

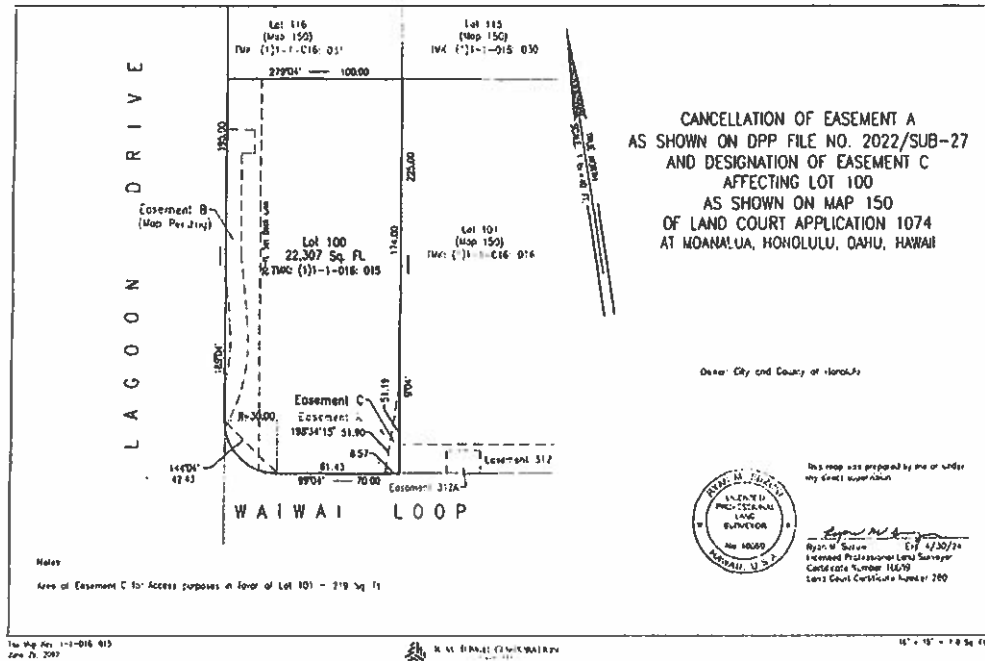
Description Prepared by:



TMK: 1-1-016-015  
August 18, 2022

*Ryan M. Suzuki* 4/30/24  
Ryan M. Suzuki Expiration Date  
Licensed Professional Land Surveyor  
Certificate Number 10059

Note: This description is for exhibit purposes only and does not purport a legally subdivided easement



**END OF EXHIBIT A**

## **EXHIBIT B**

All of that certain parcel of land situate at Moanalua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 101, area 22,500 square feet, more or less, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased.

Together with a perpetual easement appurtenant to said Lot 101 for the drainage of said lot into a drainage ditch or other drainage facilities heretofore or hereafter to be constructed by the State of Hawaii over, across or under Lots B-361-D, B-361-E, B-131, B-324-C, B-230, B-229, B-123-A, B-200, B-199, B-121-A, B-174, B-172, A-101, A-117-A, A-99, A-90, A-116-A, A-74, A-113-A, A-46, A-47, A-87, A-92-B, A-88-B, A-75-B, A-114-A, A-66, A-57, A-36-G-2 and A-36-H-1, as granted by instrument dated January 25, 1955, filed as Land Court Document No. 176272, and subject to the terms and provisions contained therein.

Subject to:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

**END OF EXHIBIT B**

**EXHIBIT C.**

All of that certain parcel of land situate at Moanalua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 100, area 22,307 square feet, as shown on Map 150, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased;

Together with a perpetual easement for the drainage of said Lot 100 into a drain ditch or other drainage facilities heretofore or hereafter to be constructed by the State of Hawaii, across Lots B-361-D, B-361-E, B-131, B-324-C, B-230, B-229, B-123-A, B-200, B-199, B-121-A, B-174, B-172, A-101, A-117-A, A-99, A-90, A-116-A, A-74, A-113-A, A-46, A-47, A-87, A-92-B, A-86-B, A-75-B, A-114-A, A-66, A-57, A-36-G-2 and A-36-H-1, as granted by instrument filed as Land Court Document No. 176272;

Subject to:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. SETBACK (20 feet wide) for building purposes, as shown on Map 150, as set forth by Land Court Order No. 15873, filed December 9, 1957.

**END OF EXHIBIT C.**