CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 23-138

RESOLUTION

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 (HRTP); 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

BUD
D-390(23)

RESOLUTION

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 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; 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. 23-138

RESOLUTION

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:

(br)

DATE OF INTRODUCTION:

JUN 14 2023
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

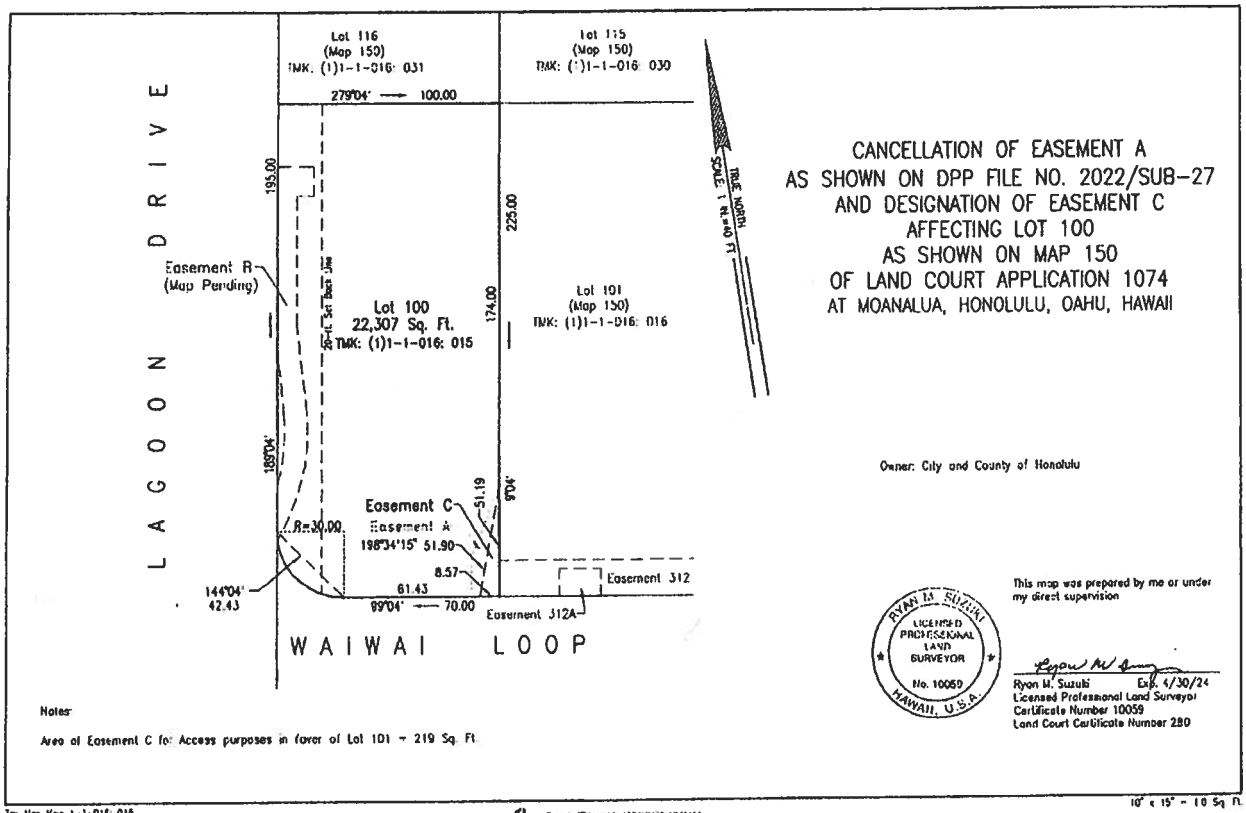

Lot 116
(Map 150)
TMK: (1)1-1-016: 031
Lot 115
(Map 150)
TMK: (1)1-1-016: 030
279°04'
100.00
195.00
225.00
LAGOON DRIVE
Easement R
(Map Pending)
20-Ft. Set Back Line
Lot 100
22,307 Sq. Ft.
TMK: (1)1-1-016: 015
174.00
Lot 101
(Map 150)
TMK: (1)1-1-016: 016
189°04'
97°04'
Easement C
Easement A
198°34'15" 51.90
51.19
R=30.00
8.57
61.43
144°04'
42.43
99°04'
70.00
Easement 312
Easement 312A
WAIWAI LOOP
TRUE NORTH
SCALE 1" = 40 Ft.
CANCELLATION OF EASEMENT A
AS SHOWN ON DPP FILE NO. 2022/SUB-27
AND DESIGNATION OF EASEMENT C
AFFECTING LOT 100
AS SHOWN ON MAP 150
OF LAND COURT APPLICATION 1074
AT MOANALUA, HONOLULU, OAHU, HAWAII
Owner: City and County of Honolulu
RYAN M. SUZUKI
LICENSED
PROFESSIONAL
LAND
SURVEYOR
No. 10059
HAWAII, U.S.A.
This map was prepared by me or under my direct supervision
Ryan M. Suzuki Exp. 4/30/24
Licensed Professional Land Surveyor
Certificate Number 10059
Land Court Certificate Number 280
Notes:
Area of Easement C for Access purposes in favor of Lot 101 = 219 Sq. Ft.
Tax Map Key: 1-1-016: 015
June 29, 2022
R.M. TOWILL CORPORATION
10' x 15' = 10 Sq. Ft.

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:

RYAN M. SUZUKI
LICENSED PROFESSIONAL LAND SURVEYOR
No. 10059
HAWAII, U.S.A.

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

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

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 (HRTP) 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 (HRTP); 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 ☒ Pickup ☐ 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

Approved as to Form and Legality:

_____
Deputy Corporation Counsel

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

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

_____ (Official Stamp or Seal)
Printed Name of Notary

STATE OF HAWAI'I)
) 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)

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

_____ (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/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:

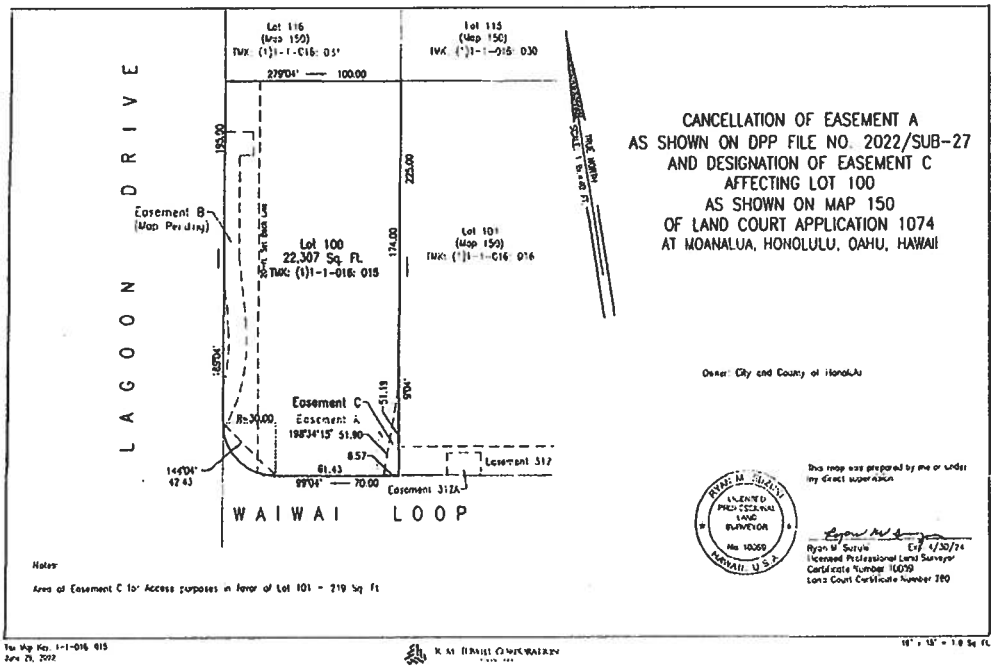
RYAN M. SUZUKI
LICENSED PROFESSIONAL LAND SURVEYOR
No. 10059
HAWAII, U.S.A.

4/30/24

Ryan M. Suzuki — Expiration Date
Licensed Professional Land Surveyor
Certificate Number 10059

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

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-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 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

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

CERTIFICATE

RESOLUTION 23-138

Introduced: 06/14/23 By: TOMMY WATERS - BY REQUEST Committee: BUDGET (BUD)

Title: 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

Voting Legend: * = Aye w/Reservations

06/14/23	INTRO	Introduced.
06/20/23	BUD	Reported out for adoption. CR-178 5 AYES: CORDERO, KIA'ĀINA, SAY, TULBA, WEYER
07/12/23	CCL	Committee report and Resolution were adopted. 8 AYES: CORDERO, DOS SANTOS-TAM, KIA'ĀINA, OKIMOTO, SAY, TULBA, WATERS, WEYER 1 ABSENT: TUPOLA

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

GLEN I. TAKAHASHI, CITY CLERK

TOMMY WATERS, CHAIR AND PRESIDING OFFICER