

SUMMARY OF PROPOSED COMMITTEE DRAFT:

Resolution 24-207

APPROVING A GRANT OF EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC. FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT (H RTP) OVER, UNDER, THROUGH, AND ACROSS A PORTION OF REAL PROPERTY LOCATED AT 533 KAAHI STREET, HONOLULU, HAWAII 96817 (TMK: (1) 1-5-007-023).

The PROPOSED CD1 makes the following amendments:

A. Amends the resolution title to read as follows:

"APPROVING A GRANT OF EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC. FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT ("H RTP") OVER, UNDER, THROUGH, AND ACROSS A PORTION OF REAL PROPERTY LOCATED AT 533 KAAHI STREET, HONOLULU, HAWAII 96817 (TAX MAP KEY ("TMK"): (1) 1-5-007:023)."

B. Attaches additional exhibits to the resolution.

C. Makes miscellaneous technical and nonsubstantive amendments.



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. **24-207, CD1**

PROPOSED

RESOLUTION

APPROVING A GRANT OF EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC. FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT ("H RTP") OVER, UNDER, THROUGH, AND ACROSS A PORTION OF REAL PROPERTY LOCATED AT 533 KAAHI STREET, HONOLULU, HAWAII 96817 (TAX MAP KEY ("TMK"): (1) 1-5-007:023).

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, as amended ("Charter"); and

WHEREAS, Charter Section 17-103.2(c) 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. The 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, Charter Section 13-107 provides that "title to all property acquired by any agency of the city shall be vested in the city"; and

WHEREAS, the City and County of Honolulu ("City") acquired for the use and benefit of HART on April 23, 2010, the fee simple interest in Lot 42, an area of 16,395 square feet, as shown on Map 8 ("Property"), more particularly described in Exhibit A, located at 533 Kaaahi Street, Honolulu Hawaii 96817 and identified as TMK: (1) 1-5-007:023; and

WHEREAS, HART is constructing the H RTP and it is necessary to relocate utilities out of the roadway in preparation for construction of the fixed guideway system; and



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. 24-207, CD1

RESOLUTION

WHEREAS, HART requested that Hawaiian Electric Company, Inc. ("HECO") install electrical facilities, including a transformer and a handhole, within the Property as part of the relocation of the electrical utilities; and

WHEREAS, HECO requires perpetual easement rights for electrical purposes to install, access and maintain the infrastructure that will serve the public and requests a Grant of Easement for electrical purposes ("Grant of Easement"); and

WHEREAS, the designation of Easement A ("Easement") over Lot 42, as shown on Map 8, with an area of 679 square feet, was approved by the Department of Planning and Permitting on February 22, 2024, as shown on the map attached as Exhibit B and described in Exhibit C which is attached hereto and by reference made a part hereof; and

WHEREAS, prior to the Land Court Order designating the Easement, the Grant of Easement will encumber the Property and restrict rights to use of the areas covered by the Easement; and

WHEREAS, the Grant of Easement reserves the right for HART to exercise or grant similar or compatible rights or easements to others without the consent of the grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the grantee's facilities or access in the grantor's discretion; and

WHEREAS, upon issuance of the Land Court Order designating the easement, the Grant of Easement will be amended to apply only to the limited description of the Easement; and

WHEREAS, the Easement does not conflict with HART's use of the Property for the HRTTP and is in the best interest of HART and the City and County of Honolulu; and

WHEREAS, HART and HECO entered into the Utility Inspection and Property Transfer Agreement dated May 16, 2018 between the Honolulu Authority for Rapid Transportation and Hawaiian Electric Company, Inc. for the Airport Guideway and City Center Sections of the Honolulu Rail Transit Project dated May 16, 2018, whereby it was agreed that all costs associated with the electrical needs are the responsibility of HART; and



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. 24-207, CD1

RESOLUTION

WHEREAS, there is no compensation being paid by HECO for the Easement;
and

WHEREAS, said easement rights are determined to be a disposition of
unneeded property rights held by the City; and

WHEREAS, on April 19, 2024, the HART Board of Directors approved and
recommended to the City Council ("Council") that the Council approve the grant of
perpetual easement over the Property for electrical purposes to HECO at no cost
attached hereto as Exhibit E; and

WHEREAS, the HART Board of Directors also approved and recommended to
the Council that the Council approve, upon issuance of the Land Court Order
designating the Easement (or such renumbered easement) the amendment of the
grant of perpetual easement to amend the Grant of Easement to limit the easement
area to the Easement (or such renumbered easement) for electrical purposes; and

WHEREAS, the granting of the above-described easement will be in accordance
with HRS Section 46-66; and

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

BE IT RESOLVED by the Council of the City and County of Honolulu ("Council")
that it approves the granting of the Easement to Hawaiian Electric Company, Inc. over
the Property, in the form attached as Exhibit D; and

BE IT FURTHER RESOLVED by the Council that it approves the amendment to
the grant of perpetual easement to amend the Grant of Easement to the Easement (or
such renumbered easement) upon issuance of 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 Easement, and the
amendment to the Grant of Easement substantially as described herein, together with
any amendments or supplements thereto as necessary to effectuate the transaction
contemplated by this resolution; and



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. 24-207, CD1

RESOLUTION

BE IT FINALLY RESOLVED that copies of this resolution be transmitted to the Executive Director and CEO of HART and the Chair of the HART Board of Directors.

INTRODUCED BY:

Tommy Waters (br)

DATE OF INTRODUCTION:

August 14, 2024
Honolulu, Hawaii

Councilmembers

Exhibit A

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

LOT 42, area 16,395 square feet, more or less, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97 of Bonded Investment Company, Ltd.

Together with:

1. Easement for roadway over and across Lot 15, to be used in common with others entitled thereto; provided, at such time as Easement 12, as shown on Map 2 filed with Land Court Application No. 1815, is relocated so that it does not abut on Lot 15, this easement shall automatically terminate;
2. Non-exclusive easement for roadway over and across Easement 12, as shown on Map 2 filed with Land Court Application No. 1815; provided, said easement and roadway may be relocated at the option and expense of the State of Hawaii to any location which will provide access from Iwilei Road to Lot 42, as shown on said Map 2, as provided in Agreement dated September 8, 1964, between the applicant and the State of Hawaii in Civil No. 7387, a copy of which is on file with Land Court Application No. 1815; and provided further 16,395/433,574 of the maintenance expense of the roadway over said Easement 12 shall be borne by the owner of Lot 42.

Being land(s) described in Transfer Certificate of Title No. 979,785 issued to CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii.

Exhibit B

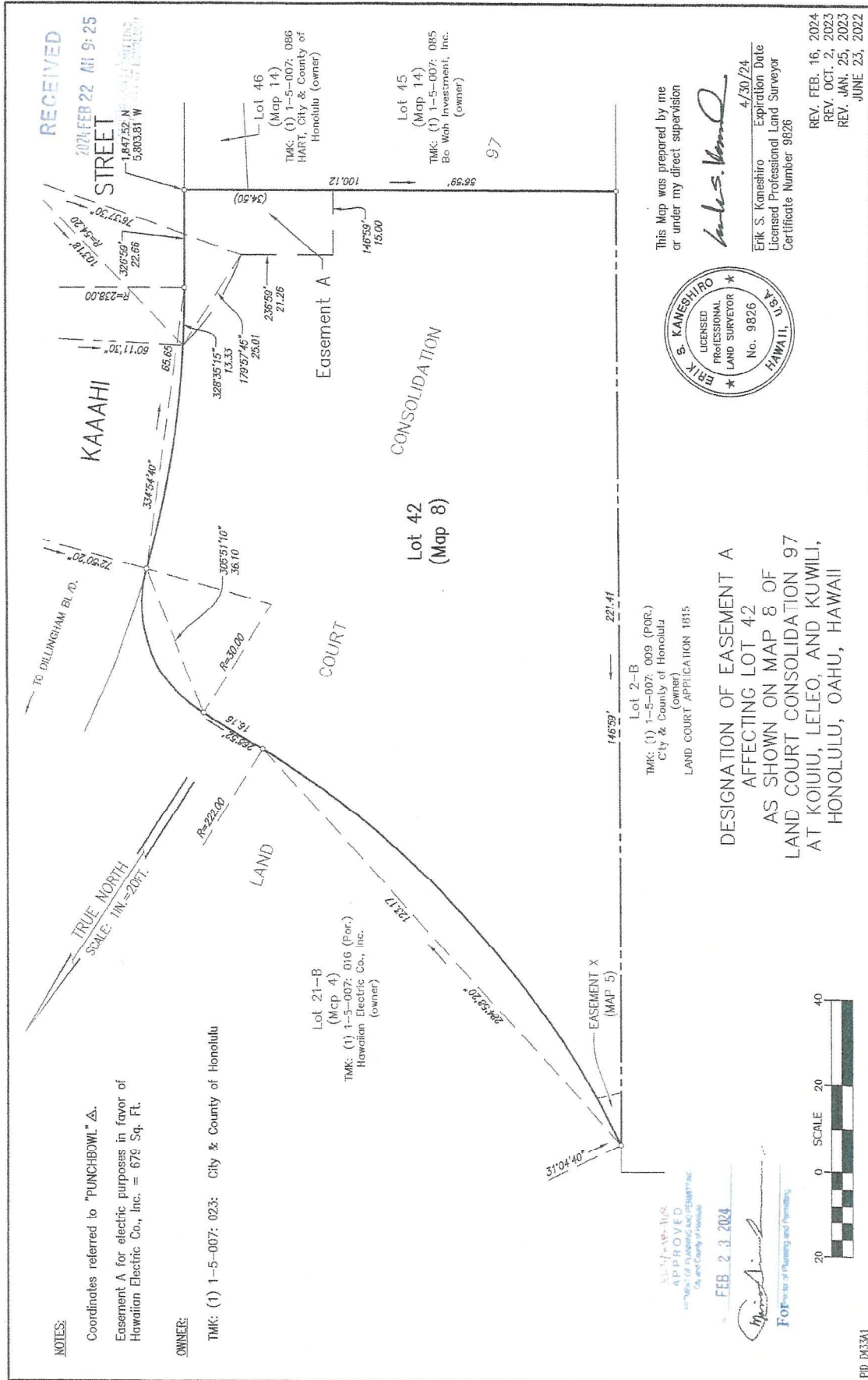


Exhibit C

HONOLULU RAIL TRANSIT PROJECT

EASEMENT A
(FOR ELECTRICAL PURPOSES)

Affecting a portion of Lot 42 (Map 8) of
Land Court Consolidation 97

Situate at Koiuiu, Leleo, and Kuwili, Honolulu, Oahu, Hawaii

Beginning at the East corner of this easement, being the East corner of Lot 42 (Map 8) of Land Court Consolidation 97, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 1,847.52 feet North and 5,803.81 feet West thence running by azimuths measured clockwise from true South:

1. 56° 59' 34.50 feet along Lot 46 (Map 14) and Lot 45 (Map 14) of Land Court Consolidation 97;
2. 146° 59' 15.00 feet along remainder of Lot 42 (Map 8) of Land Court Consolidation 97;
3. 236° 59' 21.26 feet along same;
Thence along same, on a curve to the right with a radius of 54.20 feet, the chord azimuth and distance being:
4. 179° 57' 45" 25.01 feet;
Thence along the Westerly side of Kaaahi Street, on a curve to the left with a radius of 238.00 feet, the chord azimuth and distance being:
5. 328° 35' 15" 13.33 feet;



501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 207
HILO, HAWAII 96720

6. 326° 59'

22.66 feet along same, to the point of
beginning and containing an
area of 679 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature of Erik S. Kaneshiro in black ink.

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
October 30, 2023
PID D433A1

TMK: (1) 1-5-007: 023 (Portion)
Y:\2014\14-068\SURVEY\Descriptions\PID433A1 - HECO Easement A.docx



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

601 SUMNER STREET, SUITE 621
HONOLULU, HAWAII 96817-5031

1571 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PALUANI STREET, SUITE 213
HILO, HAWAII 96720

Exhibit D

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return By: ☐ Mail ☒ Pickup

Hawaiian Electric Company, Inc.
Survey Division
P. O. Box 2750
Honolulu, HI 96840-0001

This document contains _____ pages.

HECO WO# 6019612

TITLE OF DOCUMENT(S):

R/W 2023-057

NON-EXCLUSIVE GRANT OF EASEMENT

PARTIES TO DOCUMENT:

GRANTOR(S): CITY AND COUNTY OF HONOLULU for the use and benefit of the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous City agency

GRANTEE(S): HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DESCRIPTION: That certain parcel of land situate off Kaaahi Street, Koiuiu, Leleo, and Kuwili, Honolulu, Oahu, Hawaii, being a portion of Lot 42, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97, as noted on Transfer Certificate of Title No. 979,785; said Easement A being of various widths, containing an area of 679 square feet, as shown on the subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor No. 9826, with Austin, Tsutsumi & Associates, Inc., dated June 23, 2022, rev. January 25, 2023, rev. October 2, 2023, and rev. February 16, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on February 23, 2024 (DPP File No. 2023/SUB-168) as shown on Exhibit A and described in Exhibit B dated October 30, 2023 (the "Easement Area") attached hereto and made a part hereof.

Tax Map Key: (1) 1-5-007: 023
Address: 533 Kaaahi Street

NON-EXCLUSIVE GRANT OF EASEMENT

THIS GRANT, made this _____ day of _____, 20____, by and between the **CITY AND COUNTY OF HONOLULU** for the use and benefit of the **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION**, a semi-autonomous City agency, whose principle place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 (the "Grantor"), and **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, whose principal place of business is 1099 Alakea Street, Suite 2200, Honolulu, Hawaii, and whose post office address is P.O. Box 2750, Honolulu, Hawaii 96840 (the "Grantee"),

WITNESSETH THAT:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor, the receipt of which is acknowledged, and of the covenants herein made by the Grantee, grants and conveys unto the Grantee a perpetual and non-exclusive right and easement to construct, reconstruct, access, operate, maintain, repair, replace and remove transformer vault, bollards, underground and/or overhead wirelines and such other appliances and equipment (the "Grantee's Facilities") as may be necessary for the transmission and distribution of electricity and/or communication to the Grantor's rail station (collectively, the "Electrical Purposes"), including all service lines emanating from the main trunk line, to be used for light and power and/or communication and control circuits, including, without limiting the generality of the foregoing, the right (but not the obligation) to trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines, appliances and equipment and a right of entry upon the Grantor's land and appurtenant interests, if any, for the aforesaid purposes, over, under, upon, across and through that certain parcel of land situate off Kaaahi Street, Koiuiui, Leleo, and Kuwili, Honolulu, Oahu, Hawaii, being a portion of Lot 42, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97, as noted on Transfer Certificate of Title No. 979,785; said Easement A being of various widths, containing an area of 679 square feet, as shown on the subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor No. 9826, with Austin, Tsutsumi & Associates, Inc., dated June 23, 2022, rev. January 25, 2023, rev. October 2, 2023, and rev. February 16, 2024, approved by the Department of Planning and Permitting of the City and County of Honolulu on February 23, 2024 (DPP File No. 2023/SUB-168) as shown on Exhibit A and described in Exhibit B dated October 30, 2023 (the "Easement Area") attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee, forever.

RESERVING, HOWEVER, unto the Grantor, its respective successors, tenants, transferees, licensees and assigns, the right to use any portions of the granted premises not occupied by the lines, appliances and equipment of the Grantee, including rights of way over, under and across the granted premises, provided, however that such reserved rights shall not be exercised in any manner that will unreasonably interfere with the Grantee's use of the granted premises, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities. The Grantor further reserves the right to exercise or grant similar or compatible rights or easements to others without the consent of the Grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the Grantee's Facilities or access, determined in the Grantor's reasonable discretion. The Grantor shall not at any time during the term of this Grant of Easement erect or place, or allow to be erected or placed by a third party, any foundation of any building or structure of any kind below the surface of the

Easement Area, or at any time erect or place, or allow to be erected or placed by a third party, any building or structure of any kind on the surface of the Easement Area, without the written consent of the Grantee. In its exercise of the reserved rights herein, the Grantor shall not interfere with the Grantee's right to use, travel over and across, improve, maintain, replace and repair the Easement Area and the facilities and equipment of the Grantee within the Easement Area or the adjacent public road right of way, as the case may be. Such limitations on Grantor's use of the Easement Area shall include, but not be limited to; the installation and maintenance of any vegetation or landscaping that may interfere with Grantee's right to access, use and travel over and across the Easement Area.

AND the Grantee hereby covenants and agrees that:

1. Due Care and Diligence. It will use due care and diligence to keep the lines, appliances and equipment owned by the Grantee in good and safe condition and repair and will exercise its rights hereunder in a manner that will occasion only such interference with the use of the land by the owners and occupants as is reasonably necessary.

2. Indemnification. The Grantee will indemnify the Grantor, its tenants and licensees occupying the land affected by this Grant of Easement, from any and all damages to the property of the Grantor and such tenants and licensees caused by the Grantee's failure to maintain its lines, appliances and equipment as provided in paragraph (1) above, and will indemnify and hold harmless the Grantor, its tenants and licensees against all claims, suits and actions by whomsoever brought on account of injuries to or death of persons or damage to property caused by such Grantee's failure to observe the covenants contained in paragraph (1) above. The foregoing indemnification obligations of the Grantee shall not apply to the extent that any such damage, injury, or death is attributable to the negligence or willful misconduct of the Grantor, its tenants and/or licensees occupying the land affected by this Grant of Easement.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that:

A. Condemnation. If at any time any portion of land across, through or within which this easement passes shall be condemned or taken by any governmental authority, the Grantee shall have the right to claim and recover from the condemning authority, but not from the Grantor, such compensation for the damages to the Grantee's easement and right of way and the appliances and equipment owned by, installed and used in connection with this Grant of Easement, which shall be payable to the Grantee.

B. Survey; Amendment. If the Easement Area is delineated and shown on a Land Court map, the Grantor and Grantee agree to execute and deliver an appropriate amendment of this Grant of Easement to partially terminate the easement as to the entire lot or parcel except as to the easement(s) as set forth on the Land Court Map for all purposes under this Grant of Easement.

C. Landscaping. The Grantor shall install and maintain or cause to be installed and maintained without expense to the Grantee any screening or landscaping of the Grantee's facilities which may now or hereafter be required by law or regulation or governmental agency and will indemnify the Grantee from all loss and liability arising from the breach of this covenant.

D. Bollards. The Grantor, its successors and assigns, is solely responsible for the maintenance, repair, and replacement of bollards surrounding any of the Grantee's exterior

pad mounted transformers together with all cost and expense associated with such maintenance, repair, and replacement. The Grantor shall be solely responsible for all cost and expense incurred by the Grantee for the repair or replacement of the Grantee's transformer if it is damaged due to the Grantor's failure to maintain, repair, and replace such bollards. Furthermore, the Grantee shall not be liable to the Grantor or anyone claiming under the Grantor for any claims or action arising from loss of electrical service resulting from such damage to the Grantee's transformer. The Grantee, at its sole cost and expense, may remove, relocate, modify, and/or replace the bollards in order to undertake the Grantee's activities contemplated under this Grant of Easement.

E. Warranty of Title. The Grantor, for itself, its heirs and assigns, covenant with the Grantee, its successors and assigns, that the Grantor is seised in fee simple of the property in which the easement is granted and have good right to grant the same; that the Grantee shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantor will warrant and defend the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the said land.

F. Abandonment. If the Grantee shall at any time in the future abandon or remove the Grantee Facilities from the Easement Area and shall fail, within two (2) consecutive years thereafter, to use or reinstall Grantee Facilities within the Easement Area, then in such events, the rights granted and the obligations imposed hereunder shall thereupon terminate without any action on the part of the Grantor; provided, however, that in the event of an abandonment as contemplated by this Section E (Abandonment), the Grantee shall have no obligation to remove the Grantee Facilities or any part thereof from the Easement Area.

G. No Liability. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be liable to the Grantor or any other grantee of the Easement Area for any loss (including loss of electrical service), or any or damage to any property, or injury (including death) to any person resulting from such third party's use of the Easement Area in a manner that unreasonably interferes with the Grantee's use of the Easement Area, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities except to the extent the Grantee is grossly negligent.

H. Definitions. All defined terms (words such as Grantor, Grantee, etc.) and pronouns used in the singular shall mean and include the plural and include the masculine, feminine or neuter gender, as the context of this grant shall require. The term "person" shall mean an individual, partnership, association, trust, corporation or other entity as the context may require.

I. Parties in Interest. The covenants contained in this Grant of Easement shall inure to the benefit of, and be binding upon, the parties and their heirs, personal representatives, beneficiaries, successors and assigns. Each of the parties which constitute the Grantee covenants for itself and not for the other party.

J. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to 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. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument

with the applicable number of pages, dates, and recordation information, whether before or after this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

[Signatures begin on the following page]

IN WITNESS WHEREOF the undersigned have executed this instrument as of the day and year first above mentioned.

Approved as to Form and Legality

By: _____
Deputy Corporation Counsel

Approved as to Content:

By: _____
 Krista Lunzer, Director of Transit Property
 Acquisition and Relocation

CITY AND COUNTY OF HONOLULU for the use and benefit of the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous City agency

By: _____
Name: Lori M. K. Kahikina
Title: Executive Director and CEO

Grantor

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

On this _____ day of _____, 20____, before me personally appeared Lori M. K. Kahikina, to me known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing _____-page instrument entitled Non-Exclusive Grant of Easement, dated _____, as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities. This acknowledgement is deemed to include my Notary Certification.

Notary Signature

Type or print name: _____
Notary Public, First Circuit, State of Hawaii

My commission expires: _____

[Affix Seal]

APPROVED

Legal Form:

By _____

Land & Rights of Way

By _____

Grantee

HECO

Notary Signature

[Affix Seal]

NOTES:

Coordinates referred to "PUNCHBOWL" Δ.
Easement A for electric purposes in favor of
Hawaiian Electric Co., Inc. = 679 Sq. Ft.

OWNER:

TMK: (1) 1-5-007: 023: City & County of Honolulu

Lot 21-B
(Map 4)
TMK: (1) 1-5-007: 016 (Por.)
Hawaiian Electric Co., Inc.
(owner)

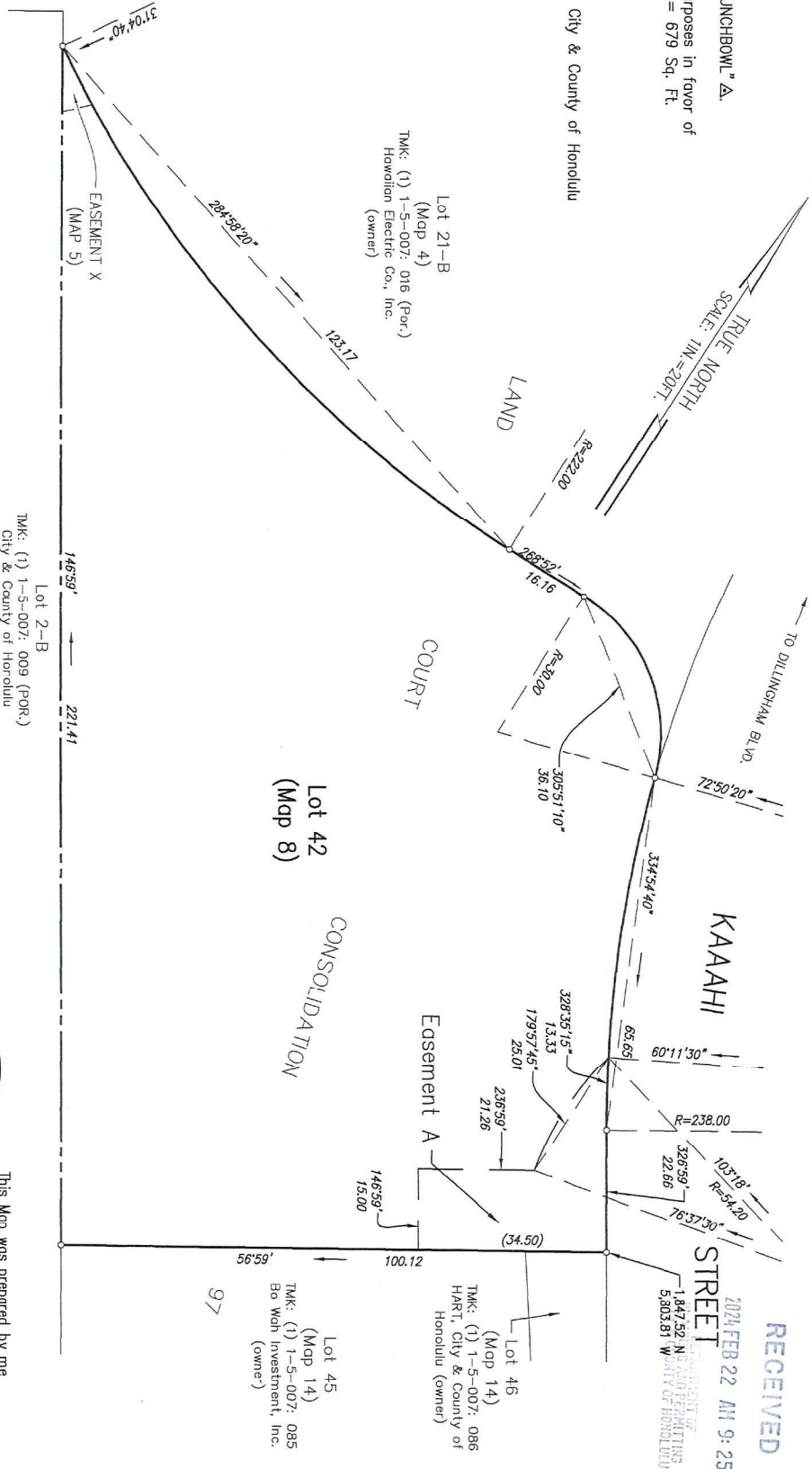


Exhibit A

FEB 23 2024
FOR THE OFFICE OF PLANNING AND PERMITTING
City and County of Honolulu



TAX MAP KEY: (1) 1-5-007: 023

PID 0433M1

AUSTIN, TSUTSUMI & ASSOCIATES, INC.
ENGINEERS, SURVEYORS • HONOLULU, MAUI, KAUAI



This Map was prepared by me
or under my direct supervision

Erik S. Kaneshiro

Licensed Professional Land Surveyor
No. 9826
HAWAII, U.S.A.

REV. FEB. 16, 2024
REV. OCT. 2, 2023
REV. JAN. 25, 2023
JUNE 23, 2022

RECEIVED

2024 FEB 22 AM 9:25
OFFICE OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

6. 326° 59'

22.66 feet along same, to the point of
beginning and containing an
area of 679 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature of Erik S. Kaneshiro in black ink.

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
October 30, 2023
PID D433A1

TMK: (1) 1-5-007: 023 (Portion)
Y:\2014\14-068\SURVEY\Descriptions\PID433A1 - HECO Easement A.docx



EXHIBIT E

Honolulu Authority for Rapid Transportation

RESOLUTION NO. 2024-14

APPROVING AND RECOMMENDING THAT THE CITY AND COUNTY OF HONOLULU GRANT A PERPETUAL EASEMENT TO HAWAIIAN ELECTRIC COMPANY, INC., FOR ELECTRICAL PURPOSES SERVING THE HONOLULU RAIL TRANSIT PROJECT (H RTP) ON PROPERTY LOCATED AT 533 KAAHI STREET, HONOLULU, HAWAII 96817 IDENTIFIED AS TAX MAP KEY (1) 1-5-007-023

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, as amended (Charter); 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. The 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, Section 13-107 of the Charter provides that "title to all property acquired by any agency of the city shall be vested in the city;" and

WHEREAS, the City and County of Honolulu (City) acquired for the use and benefit of HART, the fee simple interest in Lot 42, an area of 16,395 square feet, as shown on Map 8, (Property), more particularly described in Exhibit A, located at 533 Kaaahi Street, Honolulu Hawaii 96817 and identified as Tax Map Key (TMK) (1) 1-5-007-023 on April 23, 2010; and

WHEREAS, HART is constructing the H RTP and it is necessary for the relocation of utilities in preparation for construction of the fixed guideway system; and

WHEREAS, HART requested Hawaiian Electric Company, Incorporated (HECO) to install electrical facilities, including a transformer and a handhole, within the Property to as part of the relocation of the electrical utilities; and

WHEREAS, HECO requires perpetual easement rights for electrical purposes to install, access and maintain the infrastructure that will serve the public a; and

WHEREAS, the designation of Easement A for electrical purposes (Easement), with an area of 679 square feet, has been approved by the Department of Planning and Permitting, as shown on the the map attached as Exhibit B and described in Exhibit C which is attached hereto and by reference made a part hereof; and

WHEREAS, the Grant of Easement, which is attached as exhibit D, reserves the right for HART to exercise or grant similar or compatible rights or easements to others without the consent of the grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the grantee's facilities or access in the grantor's discretion; and

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

WHEREAS, the Easement is required prior to the Land Court's Order (Order) for designation of the Easement; and

WHEREAS, Prior to the Order, the Grant of Easement will be amended to revise the description of the Property to the limited description of the Easement only; and

WHEREAS, the Easement does not conflict with HART's use of the Property for the HRTTP and is in the best interest of HART and the City and County of Honolulu; and

WHEREAS, Section 8.8 of HART's Real Estate Acquisition Management Plan (RAMP) provides HART "to facilitate either (1) the relocation of utilities or other project-related infrastructure or (2) the installation of utilities or related infrastructure necessary to serve the Project may be transferred or assigned to a third party, such as a utility provider." In such instances, the easement rights may be transferred or assigned to such third-party at no cost, and FTA relinquishes any interest in the disposition of such easement rights;" and

WHEREAS, the granting of the Easement will be in accordance with Section 8.8(2) of the RAMP which provides that "Easements acquired by HART to facilitate . . . (2) the installation of utilities or related infrastructure necessary to serve the Project may be transferred or assigned to a third party, such as a utility provider. In such instances, the easement rights may be transferred or assigned to such third party at no-cost and FTS relinquishes any interest in the disposition of such easement right"; and

WHEREAS, HART and HECO entered into an agreement on May 16, 2018 entitled Utility Inspection and Property Transfer Agreement Between the Honolulu Authority for Rapid Transportation and Hawaiian Electric Company, Inc. for the Airport Guideway and City Center Sections of the Honolulu Rail Transit Project dated May 16, 2018, whereby it is agreed that all costs associated with the electrical needs are the responsibility of HART; and

WHEREAS, the grant of easement to HECO shall be transferred to HECO at no cost; and

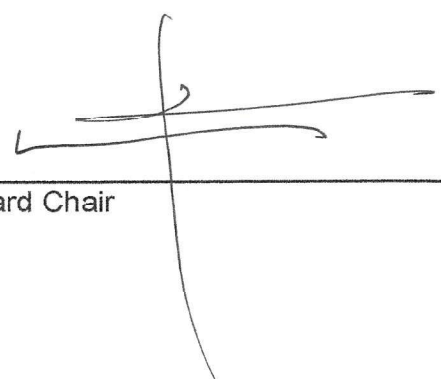
WHEREAS, the Board finds it necessary to facilitate the grant of easement to HECO for the installation of utilities to as part of the utility relocations necessary to allow for the construction of the H RTP; and

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 Council of the City and County of Honolulu the grant of perpetual easement over the Property for electrical purposes to HECO at no cost; and
2. That the HART Board of Directors approves and recommends to the Council of the City and County of Honolulu, upon issuance of the Land Court order designating the easement, the amendment of the grant of perpetual easement to amend the Property described therein to Easement A (or such renumbered easement) for electrical purposes; and
3. 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

April 19, 2014



Board Chair

ATTEST:



Board Attorney

Exhibit A

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

LOT 42, area 16,395 square feet, more or less, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97 of Bonded Investment Company, Ltd.

Together with:

1. Easement for roadway over and across Lot 15, to be used in common with others entitled thereto; provided, at such time as Easement 12, as shown on Map 2 filed with Land Court Application No. 1815, is relocated so that it does not abut on Lot 15, this easement shall automatically terminate;
2. Non-exclusive easement for roadway over and across Easement 12, as shown on Map 2 filed with Land Court Application No. 1815; provided, said easement and roadway may be relocated at the option and expense of the State of Hawaii to any location which will provide access from Iwilei Road to Lot 42, as shown on said Map 2, as provided in Agreement dated September 8, 1964, between the applicant and the State of Hawaii in Civil No. 7387, a copy of which is on file with Land Court Application No. 1815; and provided further 16,395/433,574 of the maintenance expense of the roadway over said Easement 12 shall be borne by the owner of Lot 42.

Being land(s) described in Transfer Certificate of Title No. 979,785 issued to CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii.

Exhibit B

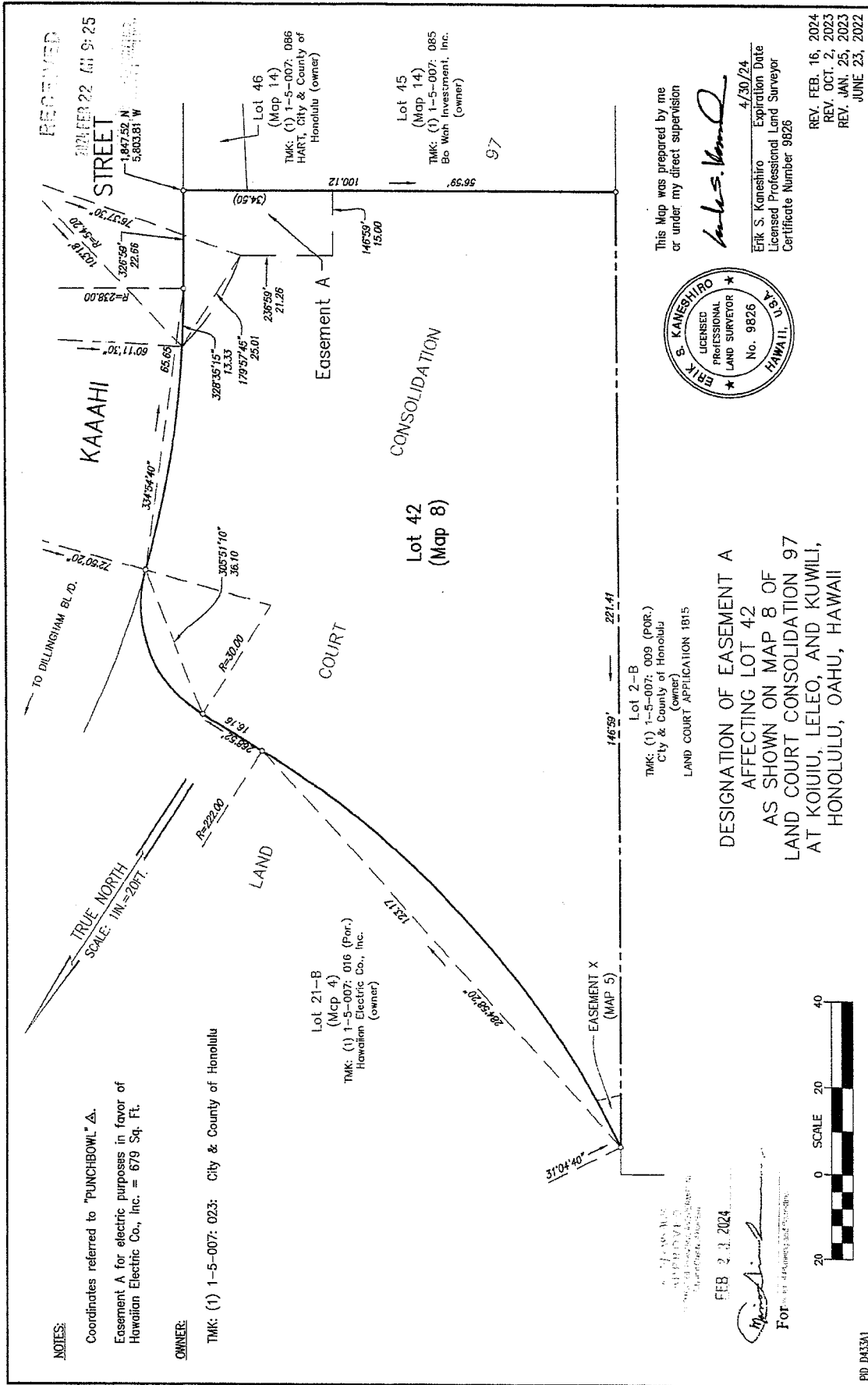


Exhibit C

HONOLULU RAIL TRANSIT PROJECT

EASEMENT A
(FOR ELECTRICAL PURPOSES)

Affecting a portion of Lot 42 (Map 8) of
Land Court Consolidation 97

Situate at Koiuiu, Leleo, and Kuwili, Honolulu, Oahu, Hawaii

Beginning at the East corner of this easement, being the East corner of Lot 42 (Map 8) of Land Court Consolidation 97, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 1,847.52 feet North and 5,803.81 feet West thence running by azimuths measured clockwise from true South:

1. 56° 59' 34.50 feet along Lot 46 (Map 14) and Lot 45 (Map 14) of Land Court Consolidation 97;

2. 146° 59' 15.00 feet along remainder of Lot 42 (Map 8) of Land Court Consolidation 97;

3. 236° 59' 21.26 feet along same;

Thence along same, on a curve to the right with a radius of 54.20 feet, the chord azimuth and distance being:

4. 179° 57' 45" 25.01 feet;

Thence along the Westerly side of Kaaahi Street, on a curve to the left with a radius of 238.00 feet, the chord azimuth and distance being:

5. 328° 35' 15" 13.33 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96783

100 PALUAKI STREET, SUITE 207
HILO, HAWAII 96720

6. 326° 59'

22.66 feet along same, to the point of
beginning and containing an
area of 679 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature of Erik S. Kaneshiro in black ink.

ERIK S. KANESHIRO

Licensed Professional Land Surveyor

Certificate No. 9826

Honolulu, Hawaii

October 30, 2023

PID D433A1

TMK: (1) 1-5-007: 023 (Portion)

Y:\2014\14-068\SURVEY\Descriptions\PID433A1 - HECO Easement A.docx

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

601 SUMNER STREET, SUITE 621
HONOLULU, HAWAII 96817-5031

1071 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 213
HILO, HAWAII 96720

Exhibit D

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return By: ☐ Mail ☒ Pickup

Hawaiian Electric Company, Inc.
Survey Division
P. O. Box 2750
Honolulu, HI 96840-0001

This document contains _____ pages.

HECO WO# 6019612

TITLE OF DOCUMENT(S):

R/W 2023-057

NON-EXCLUSIVE GRANT OF EASEMENT

PARTIES TO DOCUMENT:

GRANTOR(S): CITY AND COUNTY OF HONOLULU, a municipal corporation

GRANTEE(S): HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

DESCRIPTION: That certain parcel of land situate off Kaaahi Street, Koiuiu, Leleo, and Kuwili, Honolulu, Oahu, Hawaii, being a portion of Lot 42, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97, as noted on Transfer Certificate of Title No. 979,785.

Tax Map Key: (1) 1-5-007: 023
Address: 533 Kaaahi Street

NON-EXCLUSIVE GRANT OF EASEMENT

THIS GRANT, made this _____ day of _____, 20____, by and between the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principle place of business and mailing address is 530 South King Street, Honolulu, Hawaii 96813 (the "Grantor"), and **HAWAIIAN ELECTRIC COMPANY, INC.**, a Hawaii corporation, whose principal place of business is 1099 Alakea Street, Suite 2200, Honolulu, Hawaii, and whose post office address is P.O. Box 2750, Honolulu, Hawaii 96840 (the "Grantee"),

WITNESSETH THAT:

The Grantor, in consideration of the sum of Ten Dollars (\$10.00) paid to the Grantor, the receipt of which is acknowledged, and of the covenants herein made by the Grantee, grants and conveys unto the Grantee a perpetual and non-exclusive right and easement to construct, reconstruct, access, operate, maintain, repair, replace and remove transformer vault, bollards, underground and/or overhead wirelines and such other appliances and equipment (the "Grantee's Facilities") as may be necessary for the transmission and distribution of electricity and/or communication to the Grantor's rail station (collectively, the "Electrical Purposes"), including all service lines emanating from the main trunk line, to be used for light and power and/or communication and control circuits, including, without limiting the generality of the foregoing, the right (but not the obligation) to trim, keep trimmed, remove, and control any trees and vegetation in the way of its lines, appliances and equipment and a right of entry upon the Grantor's land and appurtenant interests, if any, for the aforesaid purposes, over, under, upon, across and through that certain parcel of land situate off Kaaahi Street, Koiuiui, Leleo, and Kuwili, Honolulu, Oahu, Hawaii, being a portion of Lot 42, as shown on Map 8, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 97, as noted on Transfer Certificate of Title No. 979,785; and limiting said use to Easement A (Easement Area) being of various widths, containing an area of 679 square feet, as shown on the subdivision map prepared by Erik S. Kaneshiro, Licensed Professional Land Surveyor No. 9826, with Austin, Tsutsumi & Associates, Inc., dated June 23, 2022, rev. January 25, 2023, and rev. October 2, 2023, approved by the Department of Planning and Permitting of the City and County of Honolulu on _____ (DPP File No. 202____/SUB-____) identified as Exhibit A and further described in Exhibit B dated October 30, 2023, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee, forever.

RESERVING, HOWEVER, unto the Grantor, its respective successors, tenants, transferees, licensees and assigns, the right to use any portions of the granted premises not occupied by the lines, appliances and equipment of the Grantee, including rights of way over, under and across the granted premises, provided, however that such reserved rights shall not be exercised in any manner that will unreasonably interfere with the Grantee's use of the granted premises, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities. The Grantor further reserves the right to exercise or grant similar or compatible rights or easements to others without the consent of the Grantee; provided, however, that such rights or easements shall be used in a manner that will not unreasonably interfere with the Grantee's Facilities or access, determined in the Grantor's reasonable discretion. The Grantor shall not at any time during the term of this Grant of Easement erect or place, or allow to be erected or placed by a third party, any foundation of any building or structure of any kind below the surface of the Easement Area, or at any time erect or place, or allow to be erected or placed by a third party,

any building or structure of any kind on the surface of the Easement Area, without the written consent of the Grantee. In its exercise of the reserved rights herein, the Grantor shall not interfere with the Grantee's right to use, travel over and across, improve, maintain, replace and repair the Easement Area and the facilities and equipment of the Grantee within the Easement Area or the adjacent public road right of way, as the case may be. Such limitations on Grantor's use of the Easement Area shall include, but not be limited to; the installation and maintenance of any vegetation or landscaping that may interfere with Grantee's right to access, use and travel over and across the Easement Area.

AND the Grantee hereby covenants and agrees that:

1. Due Care and Diligence. It will use due care and diligence to keep the lines, appliances and equipment owned by the Grantee in good and safe condition and repair and will exercise its rights hereunder in a manner that will occasion only such interference with the use of the land by the owners and occupants as is reasonably necessary.

2. Indemnification. The Grantee will indemnify the Grantor, its tenants and licensees occupying the land affected by this Grant of Easement, from any and all damages to the property of the Grantor and such tenants and licensees caused by the Grantee's failure to maintain its lines, appliances and equipment as provided in paragraph (1) above, and will indemnify and hold harmless the Grantor, its tenants and licensees against all claims, suits and actions by whomsoever brought on account of injuries to or death of persons or damage to property caused by such Grantee's failure to observe the covenants contained in paragraph (1) above. The foregoing indemnification obligations of the Grantee shall not apply to the extent that any such damage, injury, or death is attributable to the negligence or willful misconduct of the Grantor, its tenants and/or licensees occupying the land affected by this Grant of Easement.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that:

A. Condemnation. If at any time any portion of land across, through or within which this easement passes shall be condemned or taken by any governmental authority, the Grantee shall have the right to claim and recover from the condemning authority, but not from the Grantor, such compensation for the damages to the Grantee's easement and right of way and the appliances and equipment owned by, installed and used in connection with this Grant of Easement, which shall be payable to the Grantee.

B. Survey; Amendment. If the Easement Area is delineated and shown on a Land Court map, the Grantor and Grantee agree to execute and deliver an appropriate amendment of this Grant of Easement to partially terminate the easement as to the entire lot or parcel except as to the easement(s) as set forth on the Land Court Map for all purposes under this Grant of Easement.

C. Landscaping. The Grantor shall install and maintain or cause to be installed and maintained without expense to the Grantee any screening or landscaping of the Grantee's facilities which may now or hereafter be required by law or regulation or governmental agency and will indemnify the Grantee from all loss and liability arising from the breach of this covenant.

D. Bollards. The Grantor, its successors and assigns, is solely responsible for the maintenance, repair, and replacement of bollards surrounding any of the Grantee's exterior pad mounted transformers together with all cost and expense associated with such maintenance,

repair, and replacement. The Grantor shall be solely responsible for all cost and expense incurred by the Grantee for the repair or replacement of the Grantee's transformer if it is damaged due to the Grantor's failure to maintain, repair, and replace such bollards. Furthermore, the Grantee shall not be liable to the Grantor or anyone claiming under the Grantor for any claims or action arising from loss of electrical service resulting from such damage to the Grantee's transformer. The Grantee, at its sole cost and expense, may remove, relocate, modify, and/or replace the bollards in order to undertake the Grantee's activities contemplated under this Grant of Easement.

E. Warranty of Title. The Grantor, for itself, its heirs and assigns, covenant with the Grantee, its successors and assigns, that the Grantor is seised in fee simple of the property in which the easement is granted and have good right to grant the same; that the Grantee shall enjoy the easement without hindrance and free from all encumbrances; and that the Grantor will warrant and defend the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the said land.

F. Abandonment. If the Grantee shall at any time in the future abandon or remove the Grantee Facilities from the Easement Area and shall fail, within two (2) consecutive years thereafter, to use or reinstall Grantee Facilities within the Easement Area, then in such events, the rights granted and the obligations imposed hereunder shall thereupon terminate without any action on the part of the Grantor; provided, however, that in the event of an abandonment as contemplated by this Section E (Abandonment), the Grantee shall have no obligation to remove the Grantee Facilities or any part thereof from the Easement Area.

G. No Liability. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be liable to the Grantor or any other grantee of the Easement Area for any loss (including loss of electrical service), or any or damage to any property, or injury (including death) to any person resulting from such third party's use of the Easement Area in a manner that unreasonably interferes with the Grantee's use of the Easement Area, Grantee's Facilities, or Grantee's access to and maintenance of Grantee's Facilities except to the extent the Grantee is grossly negligent.

H. Definitions. All defined terms (words such as Grantor, Grantee, etc.) and pronouns used in the singular shall mean and include the plural and include the masculine, feminine or neuter gender, as the context of this grant shall require. The term "person" shall mean an individual, partnership, association, trust, corporation or other entity as the context may require.

I. Parties in Interest. The covenants contained in this Grant of Easement shall inure to the benefit of, and be binding upon, the parties and their heirs, personal representatives, beneficiaries, successors and assigns. Each of the parties which constitute the Grantee covenants for itself and not for the other party.

J. Counterparts. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to 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. The parties agree that the person or company recording or arranging for the recordation of this instrument is authorized to complete any blanks contained in this instrument with the applicable number of pages, dates, and recordation information, whether before or after

this instrument has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this instrument by means of the insertion of new content.

[Signatures begin on the following page]

Approved as to Form and Legality

By: _____
Deputy Corporation Counsel

Approved as to Content:

By: _____
Krista Lunzer, Director of Transit Property
Acquisition and Relocation

By: _____
Name: Lori M. K. Kahikina
Title: Executive Director and CEO

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

Notary Signature

My commission expires: _____

6

APPROVED

Legal Form:

By _____

Land & Rights of Way

By _____

Grantee

HECO

Notary Signature

My commission expires: _____

7

NOTES:

Coordinates referred to "PUNCHBOWL" Δ.
Easement A for electric purposes in favor of
Hawaiian Electric Co., Inc. = 679 Sq. Ft.

OWNER:

TMK: (1) 1-5-007: 023: City & County of Honolulu

Lot 21-B
(Map 4)
TMK: (1) 1-5-007: 016 (Por.)
Hawaiian Electric Co., Inc.
(owner)

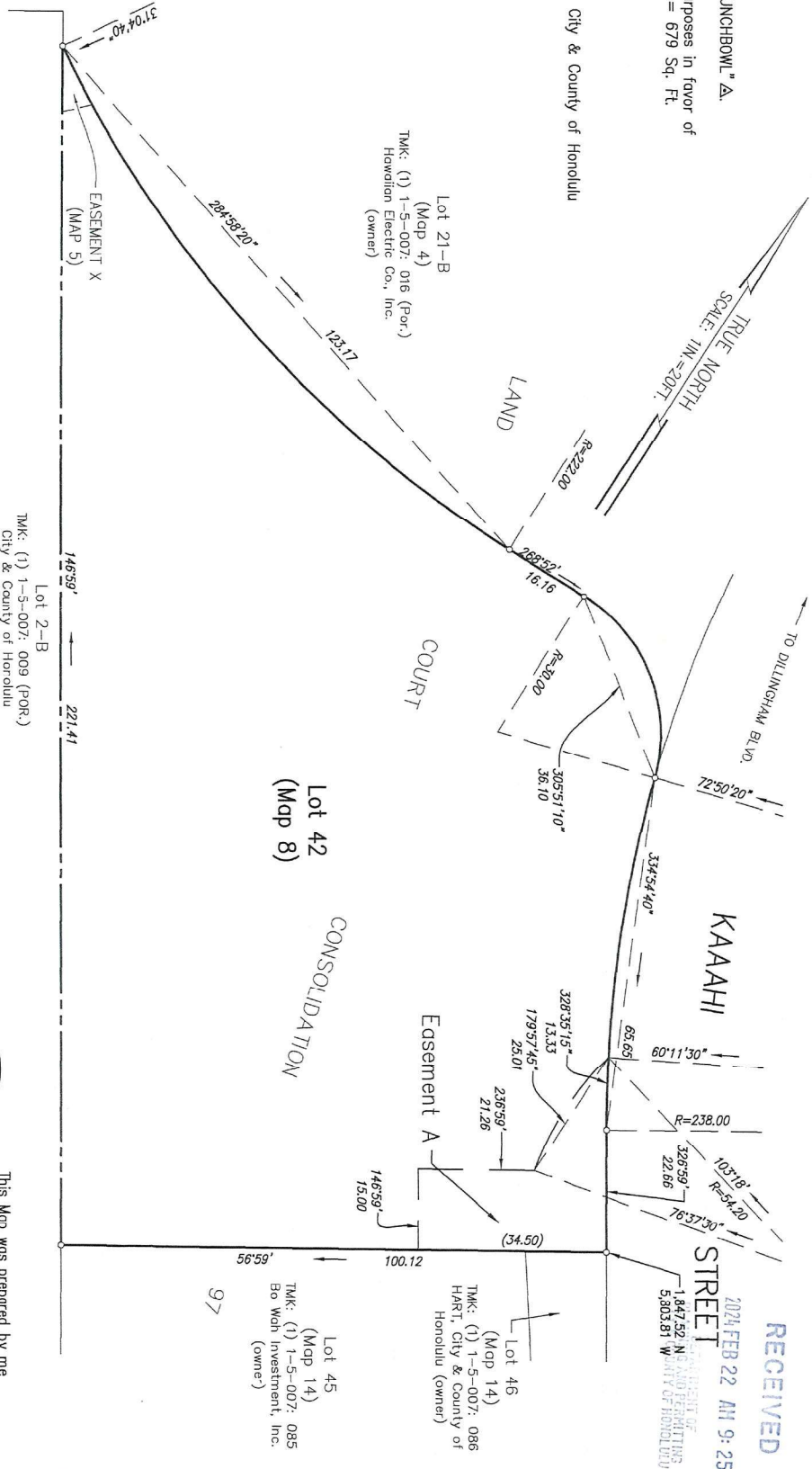


Exhibit A

FEB 23 2024
FOR THE OFFICE OF PLANNING AND PERMITTING
City and County of Honolulu



TAX MAP KEY: (1) 1-5-007: 023

AUSTIN, TSUTSUMI & ASSOCIATES, INC.
ENGINEERS, SURVEYORS • HONOLULU, MAUI, KAUAI



This Map was prepared by me
or under my direct supervision

Erik S. Kaneshiro

Licensed Professional Land Surveyor
Certificate Number 9826

REV. FEB. 16, 2024
REV. OCT. 2, 2023
REV. JAN. 25, 2023
JUNE 23, 2022

Exhibit B

HONOLULU RAIL TRANSIT PROJECT

EASEMENT A (FOR ELECTRICAL PURPOSES)

Affecting a portion of Lot 42 (Map 8) of
Land Court Consolidation 97

Situate at Koiuiu, Leleo, and Kuwili, Honolulu, Oahu, Hawaii

Beginning at the East corner of this easement, being the East corner of Lot 42 (Map 8) of Land Court Consolidation 97, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 1,847.52 feet North and 5,803.81 feet West thence running by azimuths measured clockwise from true South:

1. 56° 59' 34.50 feet along Lot 46 (Map 14) and Lot 45 (Map 14) of Land Court Consolidation 97;

2. 146° 59' 15.00 feet along remainder of Lot 42 (Map 8) of Land Court Consolidation 97;

3. 236° 59' 21.26 feet along same;

Thence along same, on a curve to the right with a radius of 54.20 feet, the chord azimuth and distance being:

4. 179° 57' 45" 25.01 feet;

Thence along the Westerly side of Kaaahi Street, on a curve to the left with a radius of 238.00 feet, the chord azimuth and distance being:

5. 328° 35' 15" 13.33 feet;



501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS
1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

100 PAUAAHI STREET, SUITE 207
HILO, HAWAII 96720

6. 326° 59'

22.66 feet along same, to the point of beginning and containing an area of 679 Square Feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro".

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
October 30, 2023
PID D433A1

TMK: (1) 1-5-007: 023 (Portion)
Y:\2014\14-068\SURVEY\Descriptions\PID433A1 - HECO Easement A.docx



Report Title:

Honolulu Authority for Rapid Transportation ("HART"); Honolulu Rail Transit Project ("HRTTP"); Hawaiian Electric Company ("HECO"); Grant of Easement

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.