'24DEC04 PM 3:31 CITY CLERK

DEPARTMENT OF DESIGN AND CONSTRUCTION
KA 'OIHANA HAKULAU A ME KE KĀPILI
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR • HONOLULU, HAWAI'I 96813
PHONE: (808) 768-8480 • FAX: (808) 768-4567 • WEBSITE: honolulu.gov

RICK BLANGIARDI
MAYOR
MEIA

HAKU MILLES, P.E.
DIRECTOR
PO'O

MARK YONAMINE, P.E.
DEPUTY DIRECTOR
HOPE PO'O

LA24-359.SM
930297

December 3, 2024

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawai'i 96813

Dear Chair Waters and Councilmembers:

SUBJECT: Villages of Kapolei – Sewer System

We request your consideration of the ensuing dedication documents conveying sewer easements for public use in Ewa. All improvements have been constructed, completed and certified as meeting City requirements.

Ordinance 10-20 does not affect easements, therefore, we recommend that the Grant of Sewer easement document be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. Also, accompanying this letter is a map showing the easement to be dedicated and a copy of the Grant document.

(1) Grant of Sewer Easement 3379.

Upon completion, please forward the document to the Department of Design and Construction, Land Division, for further processing.

Respectfully,

Haku Milles, P.E., LEED AP
Director

HM:sm
Enclosures (2)

APPROVED:

Michael D. Formby, Managing Director
Office of the Managing Director


Kowelo Ave
Kikiao St
Welowelo St
Kolili St
Oaniani Pl
SEWER ESMT 3379
Oaniani St

LAND COURT SYSTEM | REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. (808) 768-8706

Total Pages: 12

TMK No.: (1) 9-1-072-076
TCT No.: 1,186,909

GRANT OF SEWER EASEMENT

GRANTOR: HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

GRANTEE: CITY AND COUNTY OF HONOLULU
Honolulu Hale
530 South King Street
Honolulu, Hawaii 96813

Easement: 3379, Map 609, L.C. App. 1069

168222

Villages of Kapolei
Sewer Esmt 3379

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 6th day of May, 2022, by and between HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii, the mailing address of which is 677 Queen Street, Suite, 300, Honolulu, Hawaii 96813, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, the principal place of business and post office address of which is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E T H :

WHEREAS, Daniel Louis Cruz and Mary Ann Cruz, Co-trustees of The Daniel and Mary Ann Cruz Trust dated December 8, 2019, are the owners of Lot 8137 as shown on Map 650 filed with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "Burdened Property"), which is described in Transfer Certificate of Title No. 1,186,909;

WHEREAS, as set forth in Land Court Order No. T-11729277, Grantor is the owner of certain reserved rights affecting the Burdened Property, including but not limited to the right to grant an easement for sanitary sewer purposes to the City and County of Honolulu over, under, across and through Easement 3379 affecting the Burdened Property; and

WHEREAS, the Grantor desires to grant to the Grantee, and the Grantee desires to accept from the Grantor, an easement for sewer purposes over, under, across and through Easement 3379, upon and

subject to the terms set forth below;

NOW, THEREFORE, the Grantor, in consideration of the foregoing recitals and the sum of ONE DOLLAR ($1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and the Grantee as hereinafter contained, and pursuant to the Reserved Rights, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel of land, hereinafter collectively referred to as the "easement area";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easements, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the easement area, such sewer pipeline(s), manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks,

curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and the easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass and ground cover within the easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted;

That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area in existence at the time of this indenture, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee shall be liable for the replacement or restoration of the same destroyed, removed or altered; provided, however, that such replacement or restoration work shall be limited to such replacement or restoration to the condition of the same existing immediately prior to the destruction, removal or alteration thereof, to the extent that the same is reasonably possible;

That, except as otherwise herein provided, the Grantee shall

not be liable or responsible for any damage to any building, structure, or building foundation of any kind, placed or erected or used within the easement area contrary to the terms hereof, caused by or resulting from the exercise by the Grantee of the rights herein granted;

That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible;

That, except as otherwise herein provided, the Grantee shall indemnify and save harmless the Grantor against loss or damage to the property of the Grantor or to the property of others situated outside of the easement area, and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the negligence of the Grantee, its officers, agents or servants;

That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor;

That any sewer pipeline(s), manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee;

That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural;

That the term "Grantor" wherever used herein shall be held to mean and include the Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and permitted assigns; and

That the parcel of land herein referred to as the "easement area" is more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

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

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii

APPROVED AS TO FORM:

Special Deputy Attorney General

By Francis Paul Keeno
Name: Francis Paul Keeno
Its Executive Assistant

Grantee:

APPROVED AS TO CONTENTS:

CITY AND COUNTY OF HONOLULU

Department of Environmental Services

By _____
Name:
Its Mayor

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel
MARILYN C. USHIJIMA

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

On this 6th day of MAY, 2022 before me appeared FRANCIS PAUL KEENO, to me personally known, who, being by me duly sworn, did say that he is the EXECUTIVE ASSISTANT of HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that this 12 page GRANT OF SEWER EASEMENT, UNDATED AT THE TIME OF NOTARIZATION, was signed and sealed on behalf of the corporation by authority of its Board of Directors, and said officer acknowledged the instrument to be the free act and deed of the corporation.



Name: Loreen Kawewehi
Notary Public, State of Hawaii
First Judicial Circuit

My commission expires: December 4, 2022

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

On this _____day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that such person is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that the instrument dated _____, containing _____ pages, being a Grant of Sewer Easement was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said person acknowledged the instrument to be the free act and deed of said municipal corporation.

_____
Notary Public, First Circuit
State of Hawaii

_____
Print Name of Notary Public

My commission expires: _____

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Grant of Sewer Easement

Document Date: _____

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

_____
Signature of Notary Date of Certificate

_____ (Official Stamp or Seal)
Printed Name of Notary

EXHIBIT "A"

Description Compared and Checked Land Division

Being Easement 3379, area 1,451 square feet, for sewer purposes, as shown on Map 609, affecting Lot 8137, as shown on Map 650, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, and being a portion of the land described in Transfer Certificate of Title No. 1,186,909, issued to DANIEL LOUIS CRUZ and MARY ANN CRUZ, Co-trustees of the Daniel and Mary Ann Cruz Trust.

Situate at Honouliuli, Ewa, Honolulu, Oahu, Hawaii.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

   INSTRUMENT : QUITCLAIM DEEDS

   DATED : January 3, 1990 and June 20, 1990
   FILED : Land Court Documents Nos. 1696820 and 1745093, respectively

   The foregoing includes, but is not limited to, matters relating to the reservation of minerals, water and prehistoric and historic remains.

3. The terms and provisions contained in the following:

   INSTRUMENT : DECLARATION OF CONDITIONS IMPOSED BY THE LAND USE COMMISSION

   DATED : June 6, 1990
   FILED : Land Court Document No. 1736622

   Said Declaration was amended by instrument dated February 6, 1992, filed as Land Court Document No. 1888121.

4. The terms and provisions contained in the following:

   INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, VILLAGES OF KAPOLEI

   DATED : July 26, 1990
   FILED : Land Court Document No. 1752834

Said Declaration was amended by Annexation instrument dated August 13, 1992, filed as Land Court Document No. 1956922.

Restated Declaration of Covenants, Conditions and Restrictions, Villages at Kapolei dated September 30, 1994, filed as Land Court Document No. 2199063. Correction and Amendment to Withdrawal of Property from Community Area Villages of Kapolei dated December 16, 1996, filed as Land Court Document No. 2362783.

Second Restated Declaration of Covenants, Conditions and Restrictions, Villages at Kapolei dated February 16, 1995, filed as Land Court Document No. 2238460; Consent thereto given by the Secretary of the U. S. Department of Housing and Urban Development, by instrument dated February 27, 1995, filed as Land Court Document No. 2238461. (Note: No consent given by Housing Finance and Development Corporation.)

First Supplemental Declaration of Covenants, Conditions and Restrictions for Iwalani Village - Village V of the Villages of Kapolei Joinder and Consent dated September 1, 1995, filed as Land Court Document No. 2258452.

Third Restated Declaration of Covenants, Conditions and Restrictions Villages of Kapolei, dated March 23, 1999, filed as Land Court Document No. 2620834.

Said Declaration was supplemented by instrument dated December 11, 2006, filed as Land Court Document No. 3534701.

Fourth Restated Declaration of Covenants, Conditions and Restrictions Villages of Kapolei, dated March 16, 2016, filed as Land Court Document No. T-9703149.

5. DESIGNATION OF EASEMENT "3377"

PURPOSE : wall
SHOWN : on Map 609, as set forth by Land Court Order No. 108212, filed August 7, 1992, as amended by Land Court Order No. 108433, filed August 27, 1992, and further amended by Land Court Order No. 108774, filed September 25, 1992

6. GRANT

TO : HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporate and politic of the State of Hawaii

DATED : September 18, 1992
FILED : Land Court Document No. 1956927
GRANTING : an easement over said Easement "3377"

7. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : November 2, 1993
FILED : Land Court Document No. 2084641

ASSIGNMENT OF RESERVED RIGHTS dated June 17, 2004, filed as Land Court Document No. 3131741, by and between WL HOMES, LLC, a Delaware limited liability company, "Assignor", and HOUSING AND COMMUNITY DEVELOPMENT CORPORATION OF HAWAII, a public body and politic of the State of Hawaii, as the successor to the Housing Finance and Development Corporation, pursuant to that certain Land Court Order No. 131893, "Assignee".

End