

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

650 SOUTH KING STREET, 11TH FLOOR • HONOLULU, HAWAII 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

LA26-127.SM
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930297

June 2, 2026

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

Dear Chair Waters and Councilmembers:

SUBJECT: Villages of Kapolei – Sewer System

We request your consideration of the ensuing dedication document conveying a sewer easement 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 sewer easement to be dedicated and a copy of the Grant document.

(1) Grant of Sewer Easement 11522.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'H. Milles', is written over the typed name.

Haku Milles, P.E., LEED AP
Director

Enclosures (2)

APPROVED:

A handwritten signature in black ink, appearing to read 'Krishna F. Jayaram', is written over the typed name.

Krishna F. Jayaram, Managing Director Designate
Office of the Managing Director

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY PICKUP (X) TO:
City and County of Honolulu
Division of Land Survey & Acquisition
Phone No. 768-8724

Total Pages: 12

TMK Nos.: (1) 9-1-016-165
TCT Nos.: 420,149

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
Honolulu, Hawaii 96813

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

Easement: 11522, Map 1707, L.C. App 1069

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 6th day of January, 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, 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 :

That 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, 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 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 easement, 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

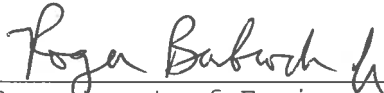
By Francis Paul Keeno

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 January, 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 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.



A handwritten signature in cursive script, appearing to read "Loreen Kawewehi".

Name: Loreen Kawewehi
Notary Public, State of Hawaii
1st Judicial Circuit

My commission expires: Dec. 4, 2022

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

Document Identification or Description: GRANT OF SEWER EASEMENT

Document Date: Undated at time of notarization

No. of Pages: 12

Jurisdiction: First Circuit
(in which notarial act is performed)

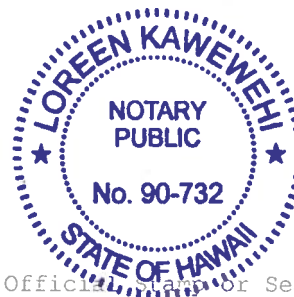
A handwritten signature in cursive script, appearing to read "Loreen Kawewehi".

Signature of Notary

1/6/2022
Date of Certificate

Loreen Kawewehi

Printed Name of Notary



(Official Stamp or Seal)

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

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, described as follows:

EASEMENT 11522, area 843 square feet, for sanitary sewer purposes, as shown on Map 1707, affecting Lot 8041, as shown on Map 649, 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.

Being a portion of the land described in Transfer Certificate of Title No. 420,149 issued to HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic of the State of Hawaii.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in the following:

INSTRUMENT : HOUSING FINANCE AND DEVELOPMENT CORPORATION-
CAMPBELL ESTATE, KAPOLEI VILLAGE CONDEMNATION
AGREEMENT

DATED : effective as of April 11, 1989

FILED : Land Court Document No. 1650349

RECORDED : Liber 23409 Page 224

PARTIES : STATE OF HAWAII by its Board of Land and
Natural Resources, HOUSING FINANCE AND
DEVELOPMENT CORPORATION, a public body and a
body corporate and politic, STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION, an executive
department of the State of Hawaii, and the
TRUSTEES UNDER THE WILL AND OF THE ESTATE OF
JAMES CAMPBELL, DECEASED

3. The terms and provisions contained in the following:

INSTRUMENT : QUITCLAIM DEED

DATED : January 3, 1990

FILED : Land Court Document No. 1696820

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

Description Compared
and Checked
Land Division

4. The terms and provisions contained in the following:

INSTRUMENT : QUITCLAIM DEED
DATED : June 20, 1990
FILED : Land Court Document No. 1745093

5. The terms and provisions contained in the following:

INSTRUMENT : DECLARATIONS 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.

6. 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 5, 1994, filed as Land Court Document No. 2179261.

Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei dated September 30, 1994, filed as Land Court Document No. 2199063.

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

Said Declaration was supplemented by instruments dated May 11, 1994, filed as Land Court Document No. 2151494, dated September 1, 1995, filed as Land Court Document No. 2258452 and dated December 11, 2006, filed as Land Court Document No. 3534701.

Third Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei dated March 23, 1999, filed as Land Court Document No. 2620834 (Consent thereto given by Housing and Community Development Corporation and the U.S. Department of Housing and Urban Development).

Amendment and Fourth Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei dated March 16, 2016, filed as Land Court Document No. T-9703149 (Consent thereto given by Hawaii Housing Finance & Development Corporation)

7. DESIGNATION OF EASEMENT(S) "4542"

PURPOSE : drainage
REFERENCED : on Map 689, as set forth by Land Court Order No. 116996, filed June 16, 1994

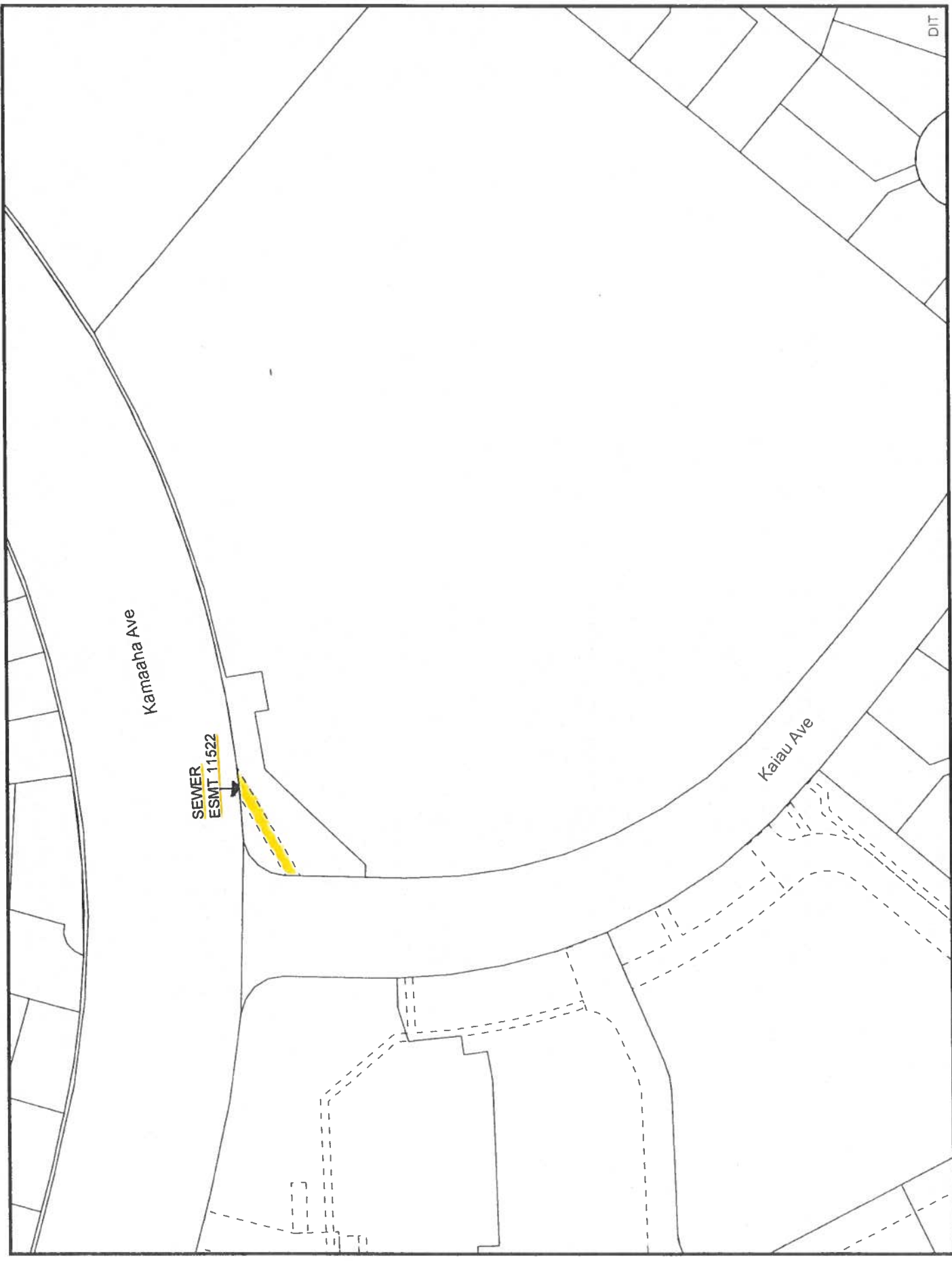
8. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING

DATED : March 6, 2001
FILED : Land Court Document No. 2689090
RECORDED : Document No. 2001-032622

(Not noted on Transfer Certificate(s) of Title referred to herein)

End



Kamaaha Ave

Kaiiau Ave

SEWER
ESMT 11522