

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

July 27, 2012

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No: 11KD-058
Kauai

Amend Prior Board Action of September 9, 2011, item D-1, Cancellation of Land Office Deed No. S-27083 to Tsutomu Yoshida and Satoe Yoshida, and Request for Grant of Perpetual Non-Exclusive Easement to Jessie C. Yoshida, Jeffrey Johnson and Ellen S. Johnson for Access Purposes, Hanapepe Town Lots, 1st Series, Hanapepe, Waimea (Kona), Kauai, Tax Map Key: (4) 1-9-009:024.

BACKGROUND:

Jessie C. Yoshida, Ellen S. Johnson and Jeffrey Johnson own the property identified as Tax Map Key: (4) 1-9-009:005. Their property is currently landlocked, as shown on the map labeled Exhibit 'A' of Exhibit 1.

Jessie C. Yoshida and Ellen S. Johnson are the children of Tsutomu Yoshida and Satoe Yoshida who were the previous owners of the property. They enjoyed a recorded easement over Tax Map Key: (4) 1-9-009:024 by a Land Office Deed No. S-27083 for Grant of Perpetual, Non-Exclusive Access Easement to their property. Before their deaths, they transferred their interest in Tax Map Key: (4) 1-9-009:005 to Jessie and Ellen; however they neglected to transfer their interest in the easement over Tax Map Key: (4) 1-9-009:024. They have since passed away.

This new Grant of Perpetual, Non-Exclusive Access Easement will give Jessie C. Yoshida, Ellen S. Johnson and Jeffrey Johnson legal access to the property.

REMARKS:

In the Board Submittal of September 9, 2011, staff described the Character of Use of the easement as a "Right, privilege and authority to use, maintain and repair a right-of-way over and across State-owned land". See page 2 of approved Board Submittal (Exhibit 1). Staff needs to clarify that the right-of-way is for access purposes. Accordingly, staff is recommending that the prior Board action be amended to state that the Character of Use is the "Right, privilege and authority to use, maintain and repair a right-of-way over and across State-owned land for access".

purposes" (new language underscored).

RECOMMENDATION: That the Board:

1. Amend its prior Board action of September 9, 2011, under agenda item D-1 by modifying the Character of Use section to read as follows:


"Right, privilege and authority to use, maintain and repair a right-of-way over and across State-owned land for access purposes."
2. All terms and conditions listed in its September 9, 2011, item D-1 approval to remain the same.

Respectfully Submitted,




Marvin Mikasa
Acting District Land Agent

APPROVED FOR SUBMITTAL:



William J. Aila, Jr., Chairperson



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

September 9, 2011

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.:11KD-058

Kauai

Cancellation of Land Office Deed No. S-27083 to Tsutomu Yoshida and Satoe Yoshida, and Request for Grant of Perpetual Non-Exclusive Easement to Jessie C. Yoshida, Jeffrey Johnson and Ellen S. Johnson for Access Purposes, Hanapepe Town Lots, 1st Series, Hanapepe, Waimea (Kona), Kauai, Tax Map Key: (4) 1-9-009:024.

APPLICANT:

Jessie C. Yoshida, an undivided 1/3 interest; and
Jeffrey Johnson & Ellen S. Johnson, co-Trustees of the Johnson Revocable Trust, uta dated May 9, 2000, an undivided 2/3 interest.

LEGAL REFERENCE:

Section 171-13, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government (Crown) lands of Hanapepe situated at Hanapepe Town Lots, 1st Series, Hanapepe, Waimea (Kona), Kauai, identified by Tax Map Key: (4) 1-9-009:024, as shown on the attached map labeled Exhibit 'A'.

AREA:

0.052 acres, more or less.

ZONING:

State Land Use District: Urban
County of Kauai CZO: Residential R-4

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON
September 9, 2011

EXHIBIT 1

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Encumbered by Land Office Deed No. S-27083, Tsutomu Yoshida and Satoe Yoshida, Lessee, for access purposes. Lease is a Perpetual Non-Exclusive Easement. See Exhibit 'B'.

CHARACTER OF USE:

Right, privilege and authority to use, maintain and repair a right-of-way over and across State-owned land.

COMMENCEMENT DATE:

To be determined by the Chairperson.

CONSIDERATION:

One-time payment to be determined by independent or staff appraisal establishing fair market rent, subject to review and approval by the Chairperson.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rule Sections 11-200-8(a)(1)&(4) and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated December 4, 1991, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, that states "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing" and Class No. 4, that states "Minor alteration in the conditions of land, water, or vegetation."

DCCA VERIFICATION:

Not applicable. The Applicant as a landowner is not required to register with DCCA.

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Pay for an appraisal to determine one-time payment;

REMARKS:

Jessie C. Yoshida, Ellen S. Johnson and Jeffrey Johnson own the property identified as Tax Map Key: (4) 1-9-009:005. Their property is currently landlocked, as shown on the map labeled Exhibit 'A'.

Jessie C. Yoshida and Ellen S. Johnson are the children of Tsutomu Yoshida and Satoe Yoshida who were the previous owners of the property. They enjoyed a recorded easement over Tax Map Key: (4) 1-9-009:024 by a Land Office Deed No. S-27083 for Grant of Perpetual, Non-Exclusive Access Easement to their property. Before their deaths, they transferred their interest in Tax Map Key: (4) 1-9-009:005 to Jessie and Ellen; however they neglected to transfer their interest in the easement over Tax Map Key: (4) 1-9-009:024. They have since deceased.

This new Grant of Perpetual, Non-Exclusive Access Easement will give them legal access to the property.

Applicants have not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

Comments were solicited from:

State Agencies:

DOH	No environmental health concerns
Historic Preservation	No response by suspense date
OHA	No response by suspense date

County Agencies

County Planning	No objections
Public Works	No floodplain requirements
Dept. of Water	No response by suspense date

Staff has no objections to the subject request.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment. Refer to the attached Chapter 343, HRS Exemption Notification form labeled Exhibit "C".
2. Authorize the subject requests to be applicable in the event of a change in the ownership of the abutting parcel described as Tax Map Key: (4) 1-9-009:005, provided the succeeding owner has not had a lease, permit, easement or other disposition of State lands terminated within the last five (5) years due to non-compliance with such terms and conditions.
3. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of a perpetual non-exclusive easement to Jessie C. Yoshida,

Jeffrey Johnson and Ellen S. Johnson covering the subject area for access purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

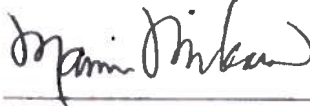
- A. The standard terms and conditions of the most current perpetual easement document form, as may be amended from time to time;
- B. The easement shall run with the land and shall inure to the benefit of the real property described as Tax Map Key: (4) 1-9-009:005, provided however: (1) it is specifically understood and agreed that the easement shall immediately cease to run with the land upon the termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document;
- C. The Grantee shall at all times during the term of this easement keep trim all vegetation growing within, over, or into the easement area so that it does not present a threat to public safety by creating or contributing to roadway, waterway, or pedestrian obstruction, visual obstruction to operators of vehicles, fire hazards, or interference with or downing of power lines.
- D. Review and approval by the Department of the Attorney General; and
- E. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

BLNR - Issuance of Easement
to Jessie C. Yoshida,
Jeffrey Johnson & Ellen S.
Johnson

Page 5


September 9, 2011

Respectfully Submitted,

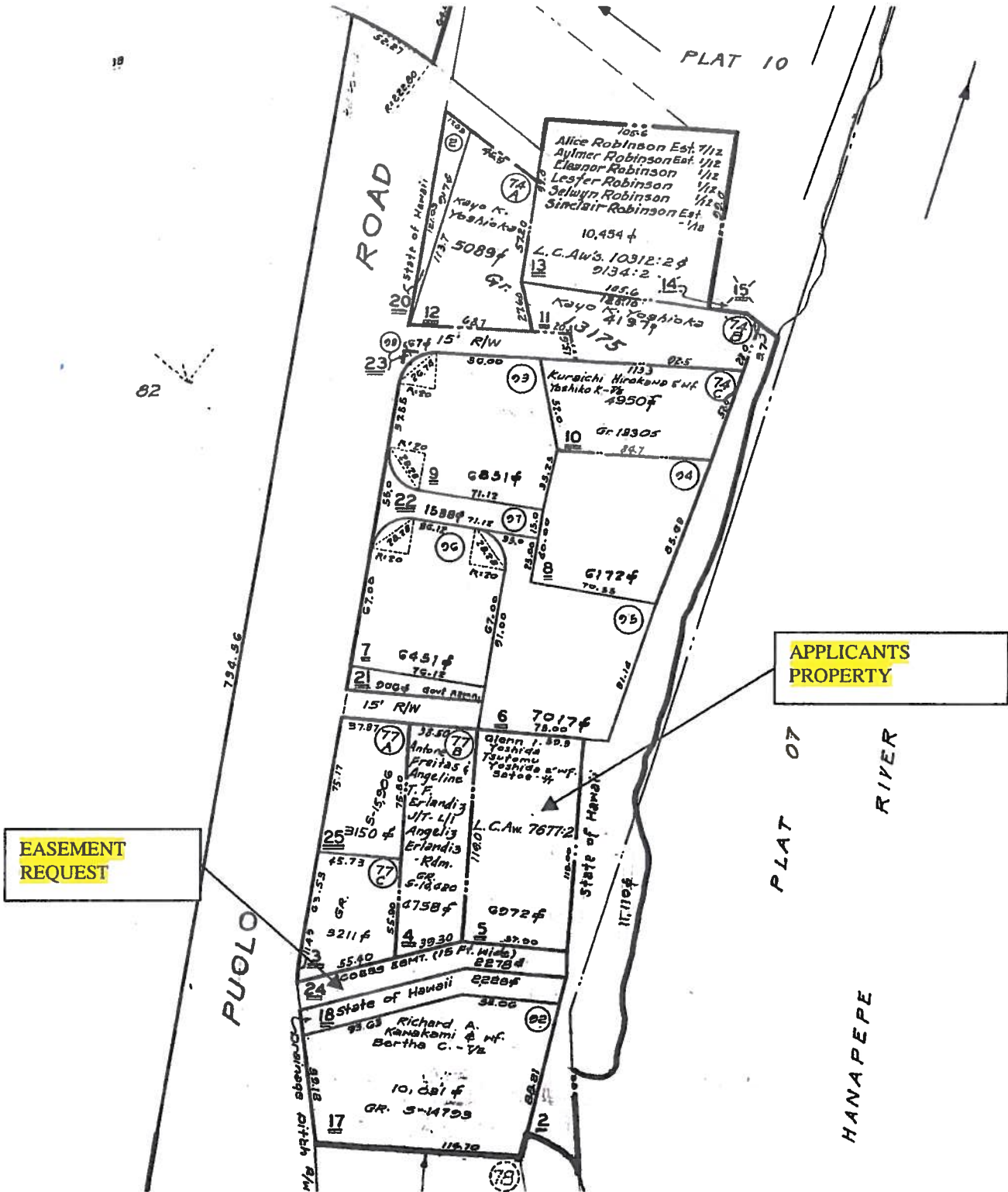


Marvin Mikasa
Land Agent

APPROVED FOR SUBMITTAL:

For 

William J. Aila, Jr., Chairperson



TMK: (4) 1-9-009

HANAPEPE TOWN LOTS

EXHIBIT 'A'



14523 629

STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 18,122

September 1, 1977

PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT
(15-foot wide)

Hanapepe, Waimea (Kona), Kauai, Hawaii

Being a portion of the Government (Crown) Land of Hanapepe.

Beginning at the northwest corner of this easement, the southwest corner of Lot 77-C of Hanapepe Town Lots, 1st. Series and on the east side of Puolo Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOLO" being 4534.31 feet North and 4087.69 feet East, thence running by azimuths measured clockwise from True South:-

- 1. 243° 49' 94.70 feet along Lot 77-C of Hanapepe Town Lots, 1st. Series and along Grant S-14420 to Angeline Texeira Freitas Erlandiz;
- 2. 262° 52' 57.90 feet along R.P. 4321, L.C.Aw. 7677, Ap. 2 to Kanialama;
- 3. 346° 43' 20" 15.09 feet along the top west bank of Hanapepe River;
- 4. 82° 52' 57.00 feet along the north side of Drainage Ditch Right-of-Way (15.00 feet wide);
- 5. 63° 49' 94.16 feet along the north side of Drainage Ditch Right-of-Way (15.00 feet wide);
- 6. 161° 20' 15.13 feet along the east side of Puolo Road to the point of beginning and containing an AREA OF 2,278 SQUARE FEET.

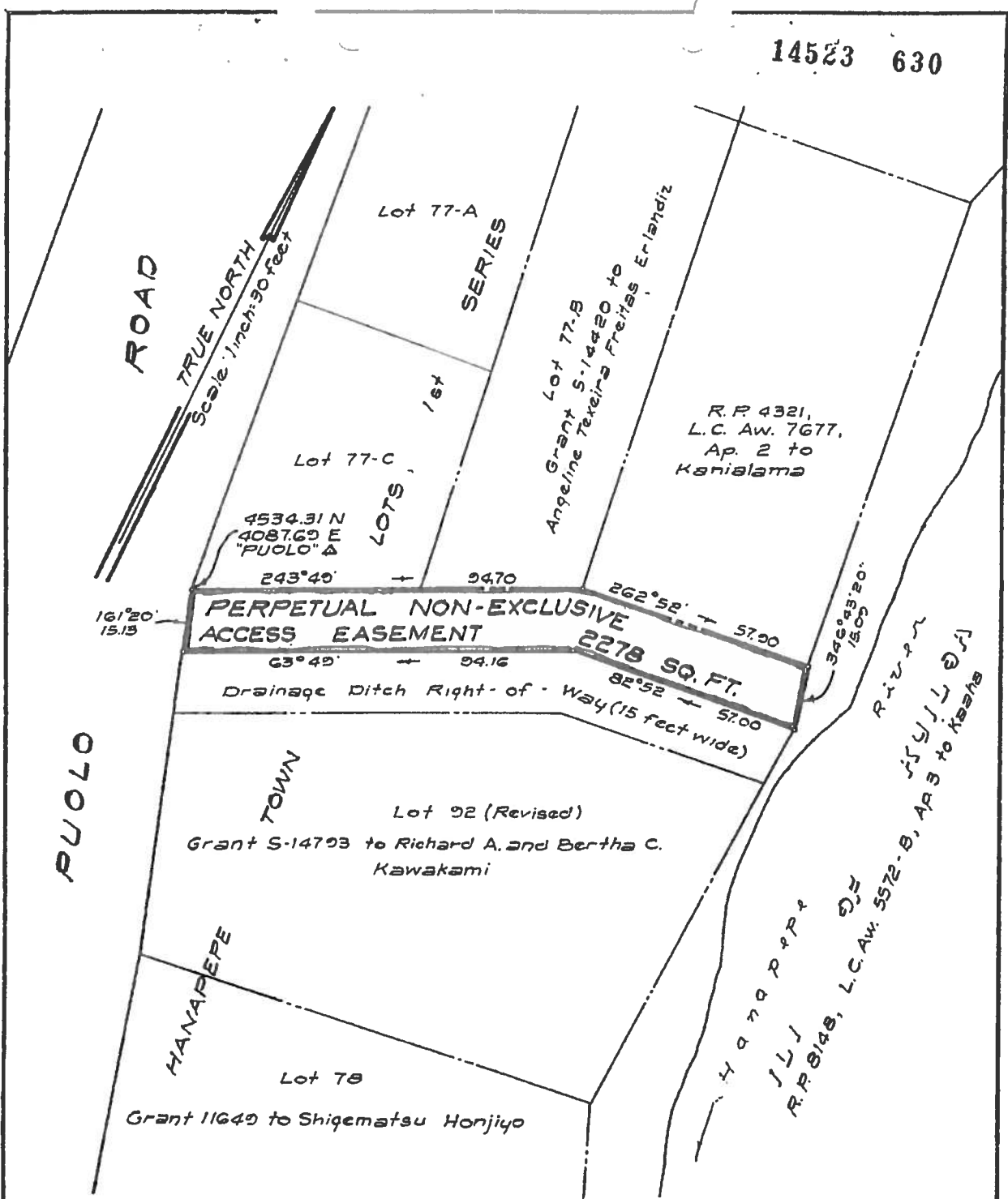
SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Joseph M. Matsuno
Joseph M. Matsuno
Land Surveyor

Compiled from R.M. 4065 and
Govt. Survey Records.

ac

EXHIBIT "A"



PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT
(15-FOOT WIDE)
 Hanapepe, Waimea (Kona), Kauai, Hawaii
 Scale: 1 inch = 30 feet

JOB K-8300
 C. BK 2, pg 120, J. Matsuno

EXHIBIT "B"

TAX MAP 1-2-00

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

C. S. F. No. 18,122

JMM Sept. 1, 1977

Ne

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDS

80-21880

RECORDATION REQUESTED BY:

80 FEB 27 P 1: 10

DEPT. OF LAND AND NATURAL RESOURCES
LAND MANAGEMENT DIVISION

AFTER RECORDATION, RETURN TO:

14523 617
LIBER/PL
C.F. NEUMAN TEL. REGISTRAR

DEPT. OF LAND AND NATURAL RESOURCES
LAND MANAGEMENT DIVISION

RETURN BY: MAIL () PICKUP (X)

GRANT OF EASEMENT

THIS AGREEMENT, made this 11 day of February,
1980, by and between the STATE OF HAWAII, hereinafter
referred to as the "GRANTOR", by its Board of Land and
Natural Resources, called the "BOARD", and TSUTOMU YOSHIDA
and SATOE YOSHIDA, husband and wife, whose residence
address is Hanapepe, Kauai, Hawaii 96716
and whose post office address is P. O. Box , Hanapepe,
Kauai, Hawaii 96716, hereinafter referred to as the "GRANTEE",

WITNESSETH:

THAT the Grantor, for and in consideration of
the sum of FOUR HUNDRED TWENTY-FIVE AND NO/100 DOLLARS
(\$425.00) to be paid to Grantor, the receipt whereof is
hereby acknowledged, and of the terms, covenants and condi-
tions herein contained, all on the part of the Grantee to
be kept, observed and performed, does hereby grant unto
the Grantee a non-exclusive easement for access purposes
designated as Perpetual Non-exclusive Access Easement
situate at Hanapepe, Waimea (Kona), Kauai, Hawaii, more
particularly described in Exhibit "A" and delineated in
red on Exhibit "B", which exhibits are attached hereto and
made parts hereof, said exhibits being, respectively, a
survey description and a survey map prepared by the Survey
Division, Department of Accounting and General Services,
State of Hawaii, designated C.S.F. No. 18,122 and dated
September 1, 1977, hereinafter referred to as the "premises".

EXHIBIT "B"

DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF LAND MANAGEMENT
P. O. BOX 631
HONOLULU, HAWAII 96809

EXEMPT—HAWAII CONVEYANCE TAX
L. A.
CERTIFICATE NOT REQUIRED

14523 618

TO HAVE AND TO HOLD the said easement unto the Grantee, in perpetuity, subject, however, to the following reservations, terms, conditions and covenants:

1. Reservation. That the Grantor reserves unto itself and its successors the full use and enjoyment of the premises, and to grant to others rights and privileges for any and all purposes affecting the premises, including the use of the premises to maintain the drainage ditch.
2. Covenant against discrimination. That the use and enjoyment of the said easement shall not be in support of any policy which discriminates against anyone based upon race, creed, color, national origin, sex or physical handicap.
3. Sanitation, etc. That the Grantee shall keep the said premises and improvements in a strictly clean, sanitary and orderly condition.
4. Waste and unlawful, improper or offensive use of premises. That the Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the said premises, or any part thereof, nor, without the prior written consent of the Grantor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on said premises.
5. Compliance with laws. That the Grantee, in the exercise of the rights granted herein, shall comply with all of the requirements of all municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

6. Assignments, etc. That the Grantee shall not transfer, mortgage, assign or permit any other person to occupy or use the said premises or portion thereof; or transfer, mortgage or assign this grant or any interest therein, either voluntarily or by operation of law, except by way of devise, bequest or intestate succession; provided, that, with the approval of the Board, the assignment or transfer of this grant or any unit thereof may be made in accordance with the provisions of Section 171-36(5), Hawaii Revised Statutes.

7. Indemnity. That the Grantee shall indemnify, defend and hold harmless the Grantor, the counties, their officers, agents, employees or any person acting on their behalf (1) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising from any accident on, about or in connection with said premises in the exercise by the Grantee of the rights herein granted, or occasioned by any act or nuisance made or suffered on the premises in the exercise by the Grantee of said rights, or by any fire thereon or growing out of or caused by any failure on the part of the Grantee to maintain the premises in a safe condition and will reimburse the Grantor for all costs and expenses in connection with the defense of such claims; (2) from and against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

8. Liability insurance. That the Grantee shall procure, at its own cost and expense, and maintain during the entire period of this grant, with an insurance company or companies licensed to do business in the State, a policy or policies of comprehensive public liability insurance, in an amount acceptable to the Board, insuring the Grantor and Grantee against

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all claims for personal injury, death and property damage; that said policy or policies shall cover the entire premises, including all improvements and grounds and all roadways or sidewalks on or adjacent to the said premises in the control or use of the Grantee. The Grantee shall furnish the Grantor with a certificate showing such policy to be initially in force and shall furnish a like certificate upon each renewal of such policy, each such certificate to contain or be accompanied by an assurance of the insurer to notify the Grantor of any intention to cancel any such policy sixty (60) days prior to actual cancellation. The procuring of this policy shall not release or relieve the Grantee of its responsibility under this grant as set forth herein or limit the amount of its liability under this grant.

9. Costs of litigation. That in case the Grantor shall, without any fault on its part, be made a party to any litigation (other than condemnation proceedings), commenced by or against the Grantee, the Grantee shall and will pay all costs and expenses incurred by or imposed on the Grantor; furthermore, the Grantee shall and will pay all costs and expenses which may be incurred by or paid by the Grantor in enforcing the covenants and agreements of this grant, in recovering possession of the said premises or in the collection of delinquent rental, taxes and any and all other charges hereunder payable by Grantee.

10. Inconvenience to the state, county, etc. That the Grantee, while in the exercise of any of the rights and privileges granted hereunder, shall not unduly or unreasonably inconvenience the Grantor, the county or the licensees, permittees or lessees of the Grantor, if any, in the use of the land crossed by or adjoining the said premises.

11. Improvements. That the Grantee shall not construct any permanent improvements on the premises.

12. Relocation of easement. If the Grantor shall determine that the continued exercise of the rights granted herein constitutes an undue interference with any of its activities, it shall have the right to terminate the easement herein granted to the extent necessary to eliminate such interference; provided, that it shall grant to the Grantee, without payment of any monetary consideration, a substitute easement of similar width to permit the Grantee to effect relocation of any facility or portion thereof, installed, placed or constructed on said premises on adjacent State lands at the Grantee's own cost and expense, which substitute easement shall be coextensive in term with and subject to the same terms and conditions as that herein granted.

13. Termination. That if the Grantee should fail to comply with any of the terms and conditions of this grant or abandon or cease to use said easement for a continuous period of one (1) year, all rights granted herein shall cease and determine in accordance with paragraph 2, page 7 of this Grant, relating to Breach.

14. Restoration. (a) The Grantee shall promptly repair or restore at its own cost and expense, to the satisfaction of the Grantor, or any other authority having jurisdiction over the areas crossed by said easements, all damages to paving or to the surface of the land by virtue of any such maintenance, repair or replacement of said easements. (b) Upon termination of the easement granted herein, if desired by the Grantor, the Grantee, at its own expense, shall remove any and all improvements installed or constructed hereunder

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and restore the premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Chairman.

15. Maintenance and improvements. (a) Grantor is not responsible for the maintenance, improvement or repair of the premises. (b) If it is necessary in the course of doing maintenance work to the ditch to remove shrubs, grass or other landscaping or improvements of any kind made by Grantee, the Grantor or its agents, representatives or assigns, is not responsible for the cost of replacing same.

IT IS HEREBY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Mortgage. That upon due application and with the written consent of the Grantor, the Grantee may mortgage or create a security interest in this grant or any interest therein. If the mortgage or security interest is to a recognized lending institution in either the State of Hawaii or elsewhere in the United States, such consent may extend to foreclosure and sale of Grantee's interest at such foreclosure to any purchaser, including the mortgagee, without regard to whether or not the purchaser is qualified to lease, own or otherwise acquire and hold the land or any interest therein. The interest of the mortgagee or holder shall be freely assignable. The term "holder" shall include an insurer or guarantor of the obligation or condition of such mortgage, including the Department of Housing and Urban Development through the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Small Business Administration, Farmers Home Administration, or any other Federal agency and

their respective successors and assigns or any lending institution authorized to do business in the State of Hawaii or elsewhere in the United States; provided, that the consent to mortgage to a non-governmental holder shall not confer any greater rights or powers in the holder than those which would be required by any of the aforementioned federal agencies.

2. Breach. That time is of the essence of this agreement and if the Grantee shall fail to yield or pay such rent or any part thereof at the times and in the manner aforesaid, or shall become bankrupt, or shall abandon the said easement, or if this grant shall be attached or otherwise be taken by operation of law, or if any assignment be made of the Grantee's interest for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such breach or default shall continue for a period of more than sixty (60) days after delivery by the Grantor of a written notice of such breach or default by personal service, registered mail or certified mail to the Grantee at its last known address and to each mortgagee or holder of record having a security interest, making demand that the breach or default be cured or remedied within sixty (60) days from date of receipt of such notice, the Grantor may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter such premises or any part thereof, or with or without such re-entry, terminate this grant without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all improvements thereon shall remain and become the property of the Grantor.

3. Right of holder of record of a security interest.
In the event the Grantor seeks to forfeit the interest created

by this grant, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) days from the date of receipt of the notice hereinabove set forth, or within such additional period as the Grantor may allow for good cause, and add the cost thereof to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Grantor may: (a) pay to the holder from any monies at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of said debt and mortgage from said holder or if ownership of such interest shall have vested in such holder by way of foreclosure, or action in lieu thereof, the Grantor shall be entitled to the conveyance of said interest upon payment to said holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with such foreclosure and preservation of its security interest, less appropriate credits, including income received from said interest subsequent to such foreclosure; or (b) terminate the outstanding interest subject to the lien of such mortgage, without prejudice to any other right or remedy for arrears of rent or for any preceding or other breach or default and thereupon use its best efforts to redispose of such interest affected thereby to a qualified and responsible person who will assume the obligation of the mortgage and the debt thereby secured; provided, that a reasonable delay by the Grantor in instituting or prosecuting any right or remedy it may have hereunder shall not operate as a waiver of such right or to deprive it of such remedy when it may still hope otherwise to resolve the problems created by the breach or default. The proceeds of any redispotion effected hereunder shall be applied first, to reimburse

the Grantor for costs and expenses in connection with such redispotion, second, to discharge in full any unpaid purchase price or other indebtedness owing the Grantor in connection with such interest terminated as aforesaid, and the balance, if any, shall be paid to the owner of such interest.

4. Withdrawal. The Grantor reserves the right to withdraw all or any portion of the easement area where said area is required for a public purpose. A substitute easement shall be provided in accordance with paragraph 13 on page 6 of this grant.

5. Valuation. Any enhancement in value to Grantee's property as a result of this grant of easement shall be disregarded in determining the fair market value of the property to be acquired for a public purpose. In such an event, the Grantee shall be entitled to be reimbursed for the cost of the easement paid to the Grantor in proportion to the Grantee's land being acquired.

As used herein, unless clearly repugnant to the context:

(a) "Chairman" shall mean the Chairman of the Board of Land and Natural Resources of the State of Hawaii or his successor;

(b) "Grantee" shall mean and include the Grantee herein, its heirs, executors, administrators, successors or permitted assigns, according to the context hereof;

(c) "Holder of record of a security interest" is a person who is the owner or possessor of a security interest in the interest herein and who has filed with the Department of Land and Natural Resources and with the Bureau of Conveyances of the State of Hawaii a copy of such security interest;

(d) "Premises" shall be deemed to include the land on which the easement and right-of-way is situated and all improvements now or hereinafter constructed and installed thereon;

(e) The use of any gender shall include all genders, and if there be more than one Grantee, then all words used in the singular shall extend to and include the plural;

(f) The paragraph headings throughout this grant are for the convenience of the Grantor and the Grantee and are not intended to construe the intent or meaning of any of the provisions herein.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 11 day of February, 1980.

GRANTOR:

STATE OF HAWAII

APPROVED BY THE BOARD OF LAND AND NATURAL RESOURCES AT ITS MEETING HELD ON

By S. Ono
Chairman and Member
Board of Land and
Natural Resources

May 13, 1977



And By Takeo Yamamoto
Member
Board of Land and
Natural Resources

GRANTEE:

Tsutomu Yoshida
TSUTOMU YOSHIDA

Satie Yoshida
SATOE YOSHIDA

APPROVED AS TO FORM AND LEGALITY:

Linda Lili Nakasone
Deputy Attorney General

Dated: January 28, 1980

STATE OF HAWAII)
COUNTY OF KAUAI) ss.

On this 11 day of February, 1980,
before me personally appeared Tsutomu Yoshida & Satoru Yoshida
to me known to be the person(s) described in and who executed
the foregoing instrument and acknowledged that They executed
the same as their free act and deed.

Kituo Harada
Notary Public, 640 Judicial
Circuit, State of Hawaii

My Commission expires: 10-12-83.

STATE OF HAWAII)
COUNTY OF) ss.

On this _____ day of _____, 19____,
before me appeared _____ and
_____, to me personally known, who,
being by me duly sworn, did say that they are the _____
and _____, respectively,
of _____,

and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, and that said instrument
was signed and sealed on behalf of said corporation by authority
of its Board of Directors, and the said _____
and _____ acknowledged that they executed
said instrument as the free act and deed of said corporation.

Notary Public, _____ Judicial
Circuit, State of Hawaii

My Commission expires.



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

September 9, 2011

EXEMPTION NOTIFICATION

regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

Project Title: Grant of Perpetual Non-Exclusive Easement to Jessie C. Yoshida, Jeffrey Johnson and Ellen S. Johnson for Access Purposes

Project / Reference No.: 11KD-058

Project Location: Hanapepe Town Lots, 1st Series, Hanapepe, Waimea (Kona), Kauai, Tax Map Key: (4) 1-9-009:024

Project Description: Issuance of Grant of Perpetual Non-Exclusive Easement for Access Purposes

Chap. 343 Trigger(s): Use of State Land

Exemption Class No. and Description: In accordance with Hawaii Administrative Rules, Section 11-200-8(a)(1)(4), the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, that states "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features involving negligible or no expansion or change of use beyond that previously existing" and Class No. 4, that states "Minor alteration in the conditions of land, water, or vegetation."

The Division has granted similar permits on the past. The activity continues to occur on other areas across the state. Such activities have resulted in no know significant impacts, whether immediate or cumulative, to natural, environmental and/or cultural resources in the area. As such staff believes that the proposed permit would involve negligible or no expansion or change in use of the subject area beyond that previously existing.

EXHIBIT "C"

Consulted Parties:

Not applicable

Recommendation:

The Board is recommended to find that it is anticipated this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

For 

William J. Aila, Jr., Chairperson

B.22.11

Date