

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

August 10, 2012

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

Oahu

Consent to Assign and Amend Grant of Non-Exclusive Easement S-5632, Douglass T. K. Pang, Assignor, to Stephen K.S. Loo and Catherine K. Loo, Assignees, Kahaluu, Koolaupoko, Oahu, Tax Map Key (1) 4-7-019: seaward of 071.

APPLICANT:

Douglass T. K. Pang, as Assignor, Stephen K.S. Loo and Catherine K. Loo, Tenants by the Entirety, as Assignees.

LEGAL REFERENCE:

Section 171-6 and 36(a)(5), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands situated at Kahaluu, Koolaupoko, Oahu, identified by Tax Map Key (1) 4-7-019: seaward of 071, as shown on the attached map labeled Exhibit A.

AREA:

17 square feet, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

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

CHARACTER OF USE:

Right, privilege and authority to construct, use and repair the seawall.

TERM OF LEASE:

55 years, commencing on August 24, 2001 and expiring on August 23, 2056.

CONSIDERATION:

\$740.00, for a one-time payment

RECOMMENDED PREMIUM:

Not applicable, as the lease does not allow for a premium.

DCCA VERIFICATION:

Assignor/Assignee is a landowner and, as such, is not required to register with DCCA

REMARKS:

On August 24, 2001, under agenda item D-14, the Board had issued its approval for the subject seawall easement to Mr. Douglass T. K. Pang.

By way of a warranty deed recorded on August 21, 2007, Mr. Pang, had sold the abutting private property to Mr. Stephen K.S. Loo and Mrs. Catherine K. Loo. See Exhibit B attached.

Subsequent to the sale, staff had a meeting with Mr. Loo with regards to the subject easement. At the meeting, he was asked to follow-up with staff by sending a completed application form and an assignment document to this office for processing. Mr. Loo did not object to the requests.

As of late, Mr. Loo has made no further attempt to contact staff to follow-up on this matter.

Mr. Pang continues to remain as the current Grantee on record for the subject easement. For this reason, staff is requesting that the Board consent to the assignment of the subject seawall easement to Mr. Stephen K.S. Loo and Mrs. Catherine K. Loo, the current owners of the abutting private property. Staff believes that an after-the-fact consent to the assignment is in order, as evidenced by the warranty deed. The warranty deed states in part that Mr. and Mrs. Loo are: "TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever."

In the event of any further changes to the ownership of the

privately owned property, staff recommends that the Board amend the easement to inure to the benefit of the private property, to eliminate the consent needed from the Board regarding any future assignment(s). Further, staff recommends that the easement be amended by requiring the grantee notify the department in writing in the event of any change in ownership of the private property. The amendment will facilitate the department's subsequent management of the easement.

The proposed Assignees 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.

The subject request is for housekeeping purposes. Therefore, staff did not request that government agencies respond with comments.

There are no other pertinent issues that staff is aware of. Staff now brings this request to the Board for its approval.

RECOMMENDATION: That the Board:

- A. Consent to the assignment of the Grant of Non-Exclusive Easement S-5632, from Mr. Douglass T. K. Pang, as Assignor, to Mr. Stephen K.S. Loo and Mrs. Catherine K. Loo, as Assignees, subject to the following:
1. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
 2. Assignor's signature will not be a requirement on the consent to the assignment form;
 3. Review and approval by the Department of the Attorney General; and
 4. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
- B. Amend the Grant of Non-Exclusive Easement, S-5632, by adding the following condition:

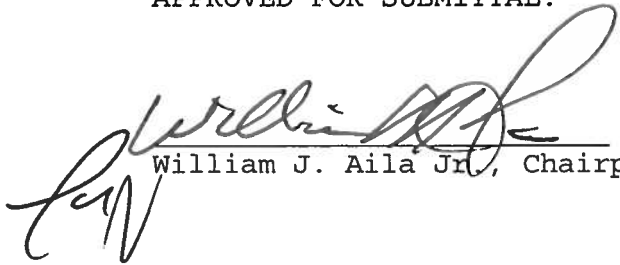
"The easement shall run with the land and shall inure to the benefit of the real property described as Tax Map Key: (1) 4-7-019: 071, provided however: (1) it is specifically understood and agreed that the easement shall immediately cease to run with the land upon the expiration or other termination or abandonment of the easement; and (2) if and when the easement is sold, assigned, conveyed, or otherwise transferred, the Grantee shall notify the Grantor in writing of such changes and Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document."

Respectfully Submitted,

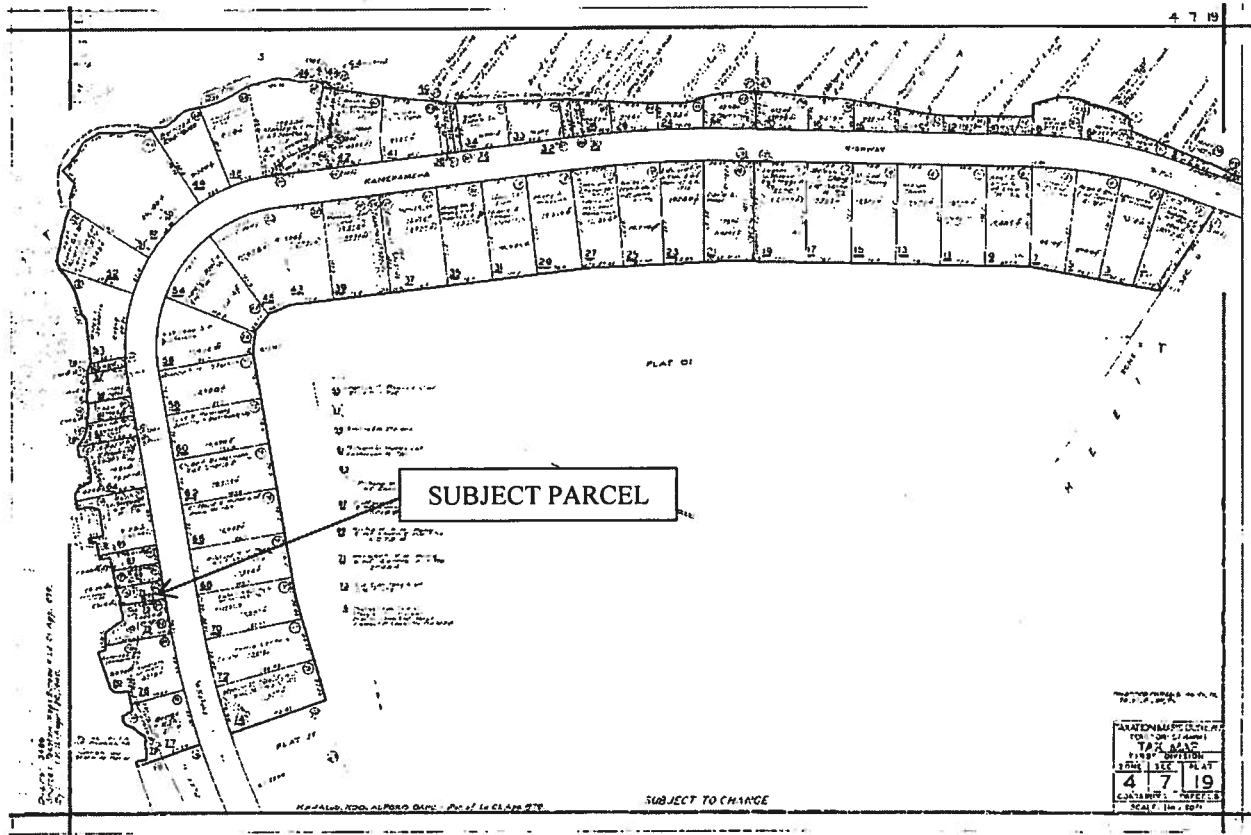


Timmy Chee
Land Agent

APPROVED FOR SUBMITTAL:



William J. Aila Jr., Chairperson



TAX MAP KEY (1) 4-7-019:071 SEWARD

EXHIBIT A

DOUBLE SYSTEM

26
2007

KS



L-656 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
AUG 21, 2007 08:02 AM

Doc No(s) 3644839
on Cert(s) 293,199

Issuance of Cert(s) 872,858

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR
CTax (15): \$457.50



R-1032 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
AUG 21, 2007 08:02 AM

Doc No(s) 2007-149475



20 1/2 Z13 L656

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES



20 1/2 Z13 R1032

After Recordation, Return by Mail (✓) Pickup ()

IMMAG Bank, F.S.B.
3465 East Foothill Blvd. | Attn: Document Mgmt.
Paradise, CA 91107

★ R ★ 681301147-10
This Document Contains 8 Pages

Tax Map Key: (1) 4-7-019-071

WARRANTY DEED

THIS DEED, made this 25th day of June,
2007, by and between DOUGLASS TIN KWAI PANG, unmarried,
hereinafter called the "Grantor," and STEPHEN KAM SUNG LOO and
CATHERINE KAI'NOA LOO, husband and wife, whose address is
Avenue, Honolulu, Hawaii 96814, hereinafter called the
"Grantee,"

W I T N E S S E T H :

That in consideration of the sum of TEN DOLLARS
(\$10.00) and other valuable consideration paid by the Grantee,
the receipt of which is hereby acknowledged, the Grantor does
hereby grant, bargain, sell and convey unto Grantee as TENANTS BY
THE ENTIRETY, with full rights of survivorship, their assigns and
the heirs and assigns of the survivor of them, in fee simple all
of those certain premises more particularly described in
Exhibit "A" attached hereto and made a part hereof.

EXHIBIT "B"

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may herein specifically be set forth; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will WARRANT AND DEFEND the same unto the Grantee, forever, against the lawful claims and demands of all persons, except as herein set forth.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, Grantee's heirs, personal representatives, and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

The parties hereto agree that 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 agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.



DOUGLASS TIN KWAI PANG

"Grantor"

STEPHEN KAM SUNG LOO

CATHERINE KAINOA LOO

"Grantee"

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

DOUGLASS TIN KWAI PANG

"Grantor"

Stephen Kam Sung Loo
STEPHEN KAM SUNG LOO

Catherine Kainoa Loo
CATHERINE KAINOA LOO

"Grantee"

STATE OF ARIZONA)
) SS:
COUNTY OF Pima)

On this 25th day of June, 2007,
before me personally appeared DOUGLASS TIN KWAI PANG, to me
personally known (or proved to me on the basis of satisfactory
evidence) to be the person described in and who executed the
foregoing instrument and he acknowledged that he executed the
same as his free act and deed.



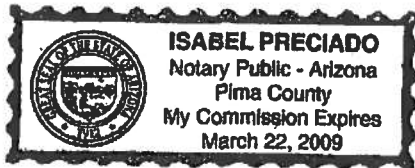
Notary Public, State of Arizona

Type/Print

Name:

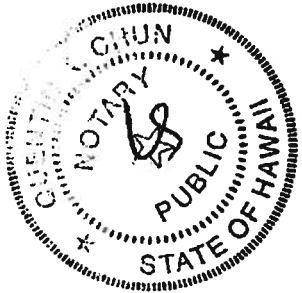
Isabel Preciado

My commission expires: March 22, 2009



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

On this 15TH day of August, 2007,
before me personally appeared STEPHEN KAM SUNG LOO, to me
personally known (or proved to me on the basis of satisfactory
evidence) to be the person described in and who executed the
foregoing instrument and he acknowledged that he executed the
same as his free act and deed.



ntal

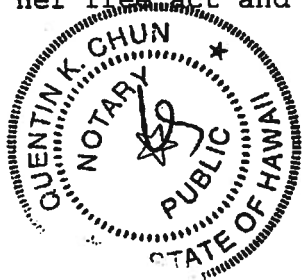
Notary Public, State of Hawaii

Type/Print Name: QUENTIN K. CHUN

My commission expires: FEB - 5 2009

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

On this 15TH day of August, 2007,
before me personally appeared CATHERINE KAINOA LOO, to me
personally known (or proved to me on the basis of satisfactory
evidence) to be the person described in and who executed the
foregoing instrument and she acknowledged that she executed the
same as her free act and deed.



ntal

Notary Public, State of Hawaii

Type/Print Name: QUENTIN K. CHUN

My commission expires: FEB - 5 2009

EXHIBIT "A"

I. PARCEL NO. 1:

FILLED AREA OF KANEOHE BAY
Parcel 10
Fronting Lot 86, as shown on Map 4 of
Land Court Application No. 979
Kahaluu, Koolaupoko, Oahu, Hawaii

Beginning at the south corner of this parcel of land, the east corner of Parcel 11, Filled Area of Kaneohe Bay, being also the west corner of Lot 86 and on the highwater mark at seashore, as shown on Map 4 of Land Court Application 979, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEEIA" being 3216.01 feet North and 1527.26 feet East, thence running by azimuths measured clockwise from True South:

1. 149° 57' 24.84 feet along Parcel II, Filled Area of Kaneohe Bay;
2. Thence along highwater mark at seashore, the direct azimuth and distance being: 238° 10' 27.69 feet;
3. 329° 57' 26.78 feet along Parcel 9, Filled Area of Kaneohe Bay;
4. 62° 11' 27.70 feet along Lot 86 and on highway mark at seashore, as shown on Map 4 of Land Court Application 979, to the point of beginning and containing an Area of 714 Square Feet, More or Less.

Reserving to the State of Hawaii, its successors and assigns, in perpetuity, all minerals and surface and ground waters appurtenant to the land described, together with the right to enter, sever, and remove minerals or to develop, capture, divert or impound water; provided, that the State shall pay just compensation to the surface owner for improvements taken as a condition precedent to the exercise of such reserved rights.

II. PARCEL NO. 2:

All that certain parcel of land situate at Kahaluu and Luukoi, District of Koolaupoko, City and County of Honolulu, State of Hawaii, described as follows:

Lot 86, area 1,334.0 square feet, more or less, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 979 of Bishop Trust Company, Limited.

Being all the property described in Deed dated February 26, 1987, recorded in the Bureau of Conveyances of the State of Hawaii, in Book 20403, at Page 342, and filed in said Office as Document No. 1442696.

Being the same premises described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 293,199.

SUBJECT, HOWEVER, to the following:

1. A lis pendens in favor of the City and County of Honolulu, re water right appurtenant to the within premises, dated November 25, 1946, filed in said Office as Document No. 88675.

2. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in the Declaration dated April 28, 1965, filed May 5, 1965 in said Office as Document No. 360189.

3. Terms, covenants and conditions contained in the agreement for Issuance of Conditional Use Permit Under Section 4.40-21 of the Land Use Ordinance (LUO) dated November 29, 1989, recorded April 4, 1990 in said Bureau as Document No. 90-047846, and filed in said Office as Document No. 1719216.

4. Grant of Non-Exclusive Easement S-5632, granting an easement affecting that portion of said land and for right, privilege, and authority to construct, use, maintain, and repair the seawall dated June 18, 2003, recorded March 10, 2006 in said Bureau as Document No. 2006-045943.