

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

December 9, 2010

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

PSF: 10KD-199

Kauai

Consent to Assign General Lease No. S-5583, William J. Sanchez and Alison Sanchez, Assignor, to William J. Sanchez, Assignee, Kapaa Agricultural Lot, Lot 1, Kapaa, Kawaihau (Puna), Kauai, Hawaii, Tax Map Key: (4) 4-3-4:1, 14, and 17.

APPLICANT:

William J. Sanchez and Alison Sanchez, as Assignor, to William J. Sanchez, single, Tenant in Severalty, as Assignee.

LEGAL REFERENCE:

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

LOCATION:

Portion of Government (Crown) land of Kapaa situated at Kapaa, Kawaihau (Puna), Kauai, Hawaii identified by Tax Map Key: (4) 4-3-4:1, 14, and 17, as shown on the attached map labeled Exhibit A.

AREA:

66.57 acres, 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

December 9, 2010

CHARACTER OF USE:

Pasture purposes.

TERM OF LEASE:

15 years, commencing on May 27, 1999 and expiring on May 26, 2014. Last rental reopening occurred on May 27, 2009. No additional rental re-openings are scheduled.

ANNUAL RENTAL:

\$1,685.00.

CONSIDERATION:

None

DCCA VERIFICATION:

ASSIGNOR:

Place of business registration confirmed:	N/A
Registered business name confirmed:	N/A
Good standing confirmed:	N/A

ASSIGNEE:

Place of business registration confirmed:	N/A
Registered business name confirmed:	N/A
Good standing confirmed:	N/A

Assignor and Assignee is sole proprietorship and, as such, is not required to register with DCCA.

REMARKS:

William J. Sanchez and Alison Sanchez were awarded a lease at public auction held on May 27, 1999.

William J. Sanchez was awarded a divorce decree on September 4, 2009. As part of the settlement, he was awarded as his sole and separate property all of his cattle and the State leases. See Exhibit 'B'.

William J. Sanchez requested to remove Alison Sanchez from the General Lease No. S-5583. See Exhibit 'C'.

December 9, 2010

William J. Sanchez is in compliance with all lease terms and conditions. Liability Insurance is current with expiration for July 27, 2011. Performance Bond is through Bank of Hawaii, which automatically renews on the anniversary date.

William J. Sanchez has 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.

No agency or interest groups were solicited for comments, as there will be no new disposition or change in land use.

RECOMMENDATION:

That the Board consent to the assignment of General Lease No. S-5583 from William J. Sanchez and Alison Sanchez, as Assignor, to William J. Sanchez, as Assignee, 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. Review and approval by the Department of the Attorney General; and
3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Marvin Mikasa
Land Agent

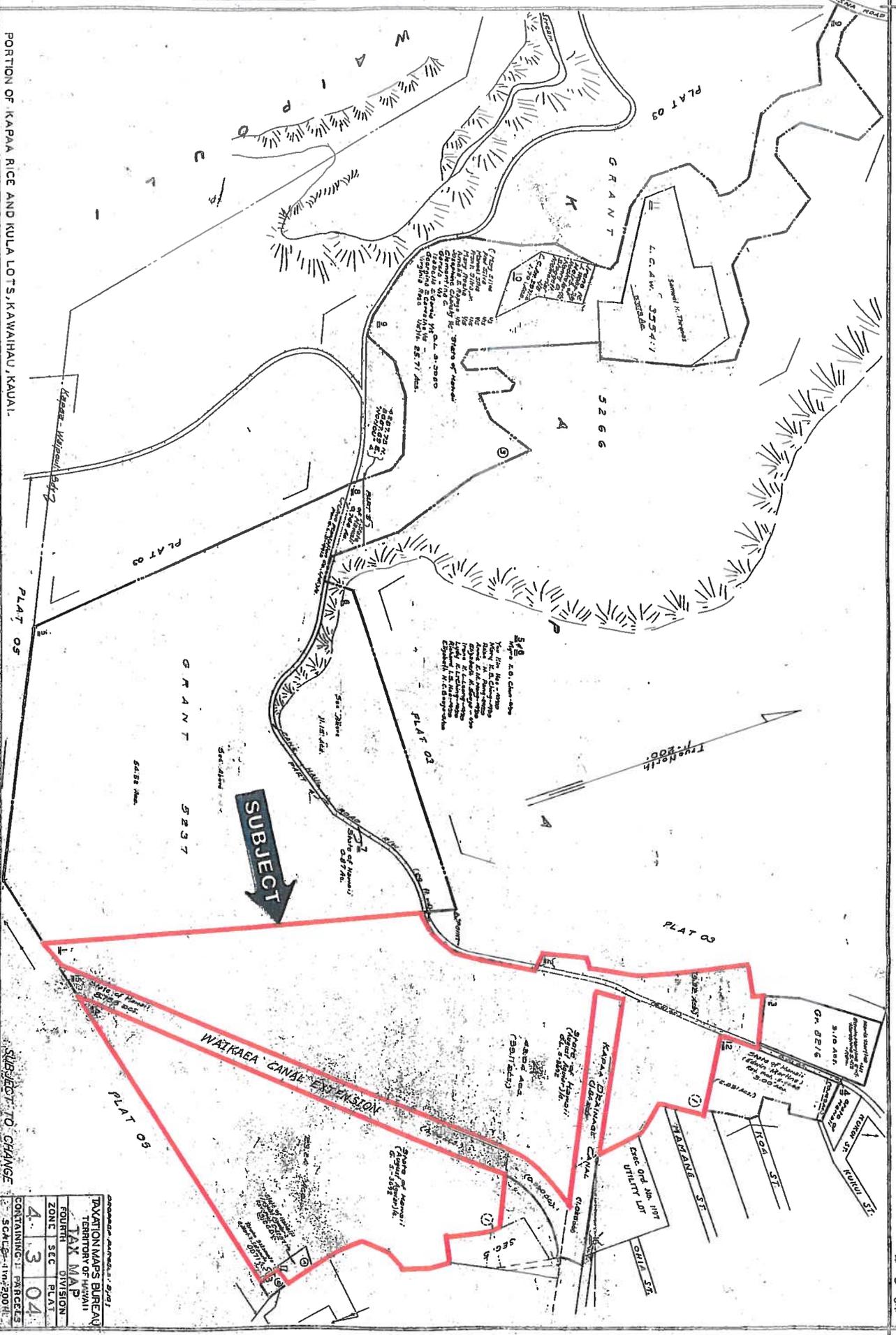


APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson

PORTION OF KAPAA RICE AND KULA LOTS, KAWAIIHAU, KAUAI.



CONTAINING 1 PARCELS

SCALE - 1 in. = 200 ft.
4. 3 04
ZONE SEC PLAT
FOURTH DIVISION
TAX MAP
TERRITORY OF HAWAII
TAXATION MAPS BUREAU

Subject to Change

TAX MAP

EXHIBIT "A"

KURT BOSSHARD #2915
3144 Elua Street
Lihue, Hawaii 96766
Telephone: 245-5302

THE DISTRICT COURT
STATE OF HAWAII
FILED

2009 SEP -4 AM 9:25

CHRISTINE J. MARTINEZ

CLERK

Attorney for Defendant/Cross-Plaintiff

IN THE FAMILY COURT OF THE FIFTH CIRCUIT

STATE OF HAWAII

ALISON J. SANCHEZ,	)	FC-D NO. 04-1-0002
)	
Plaintiff/	)	DECREE GRANTING DIVORCE AND
Cross-Defendant,	)	AWARDING CHILD CUSTODY
)	
vs.)	
	)	Date of Trial: September 3, 2009
	)	Time: 9:00 a.m.
WILLIAM J. SANCHEZ, SR.,	)	Presiding Judge:
	)	Max W. J. Graham, Jr.
Defendant/)	
Cross-Plaintiff.	)	Grounds for Divorce:
	)	Marriage is Irretrievably
	)	Broken

DECREE GRANTING DIVORCE AND AWARDING CHILD CUSTODY

A trial was held before the Presiding Judge indicated above. Kurt Bosshard appeared with Defendant/Cross-Plaintiff William J. Sanchez, Sr., and Plaintiff/Cross-Defendant failed to appear.

Following the hearing and after full consideration of the evidence, the Court found the material allegations of the Complaint for divorce to be true, Defendant/Cross-Plaintiff to be entitled to a divorce from the bonds of matrimony on the grounds stated above and this Court to have jurisdiction to enter this decree.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Decree.

A decree of divorce is hereby granted to Defendant/Cross-Plaintiff. The bonds of matrimony between Plaintiff/Cross-Defendant ("Wife") and Defendant/Cross-Plaintiff ("Husband") are hereby dissolved and the parties are restored to the status of single persons, and either party is permitted to marry from and after the effective date of this decree.

2. Effect.

This decree is effective after it is signed and filed.

I do hereby certify that this is a full, true and correct copy of the original on file in this office.

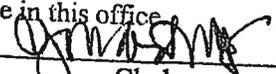


EXHIBIT "B"

3. Child Custody.

There was one (1) child born of this marriage:

FULL NAMES

BIRTH DATES

WILLIAM J. SANCHEZ, JR.

April 13, 1993

The parties shall be awarded joint legal custody of the parties' minor child. Husband shall be awarded sole physical custody of the parties' minor child, subject to Wife's rights of reasonable visitation.

Each parent shall keep the other informed of his or her residence address and telephone number as long as any child of the parties is a minor.

4. Child Support.

Neither party shall be required to pay child support to the other. As to the parties' son, Husband has sufficient resources to provide for his support as evidenced in the Income and Expense and Asset and Debt Statements previously filed herein. Husband shall ensure that WILLIAM J. SANCHEZ, JR.'s future financial needs are addressed so long as the parties have a duty of support. The parties' child support obligation shall continue through such time as William shall attain the age of 18 or upon his graduation from high school, whichever shall last occur.

All of the foregoing shall be subject to further order of the Court.

5. Medical Insurance.

Husband shall maintain medical insurance coverage for the benefit of the minor child so long as Husband has a duty of support. Medical expenses not covered by insurance shall be divided equally by the parties. The foregoing shall be subject to further order of the Court.

6. Alimony.

Neither party shall be required to pay alimony to the other party.

7. Real Properties.

a. 865 Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-86).
Husband shall be awarded as his sole and separate property the real property and all improvements located at 865 Kamalu Road, Kapaa,

Hawaii (TMK 4-4-02-86), subject to all liens, taxes, encumbrances and obligations associated with this real property.

b. 945 & 951 Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-113). Husband shall be awarded as his sole and separate property the real properties and all improvements located at 945 & 951 Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-113), subject to all liens, taxes, encumbrances and obligations associated with these real properties.

c. 911 & 935 Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-114). Husband shall be awarded as his sole and separate property the real properties and all improvements located at 911 & 935 Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-114), subject to all liens, taxes, encumbrances and obligations associated with this real property.

d. Units 4, 5 and 6 of the Sanchez Farms Condominium, Lot 138 (TMK Nos. 4-4-02-87:004, 4-4-02-87:005 and 4-4-02-87:006). Husband shall be awarded as his sole and separate property the real properties and all improvements known as Units 4, 5 and 6 of the Sanchez Farms Condominium, Lot 138, Kapaa, Hawaii (TMK Nos. 4-4-02-87:004, 4-4-02-87:005 and 4-4-02-87:006), subject to all liens, taxes, encumbrances and obligations associated with these real properties.

e. 873A Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-17). Husband shall be awarded as his sole and separate property the real property and all improvements located at 873A Kamalu Road, Kapaa, Hawaii (TMK 4-4-02-17), subject to all liens, taxes, encumbrances and obligations associated with this real property.

f. Plantation Hale #F2, 484 Kuhio Highway, Kapaa, Hawaii (TMK 4-3-02-17:82). Husband shall be awarded as his sole and separate property the real property and all improvements located at Plantation Hale #F2, 484 Kuhio Highway, Kapaa, Hawaii (TMK 4-3-02-17:82), subject to all liens, taxes, encumbrances and obligations associated with this real property.

g. 5311 Kumole Street, Kapaa, Hawaii (TMK 4-6-24-120). Husband shall be awarded as his sole and separate property the real property and all improvements located at 5311 Kumole Street, Kapaa, Hawaii (TMK 4-6-24-120). The parties shall be equally responsible for the liability of the Citifinancial mortgage including all monthly payments arising therefrom.

h. Elko, Nevada Real Properties. Husband shall be awarded as his sole and separate property the two Elko real properties, subject to all liens, taxes, encumbrances and obligations associated with these real properties.

i. Consistent with the foregoing, Wife shall execute immediately upon presentation Deeds in Husband's favor as to the following real properties:

- 1) 873A Kamalu Road, Kapaa, Hawaii (TMK 4-4-2-17)
- 2) Units 4, 5 and 6 of the Sanchez Farms Condominium, Lot 138 (TMK Nos. 4-4-02-87:004, 4-4-02-87:005 and 4-4-02-87:006)
- 3) Plantation Hale #F2, 484 Kuhio Highway, Kapaa, Hawaii (TMK 4-3-02-17:82)
- 4) 5311 Kumole Street, Kapaa, Hawaii (TMK 4-6-24-120)
- 5) Elko, Nevada Real Properties

8. William J. Sanchez Revocable Living Trust Agreement, William J. Sanchez Irrevocable Trust, and the Qualified Terminable Interest Property Trust.

Husband shall be allowed in his sole discretion and without limitation to rescind, revoke, modify, or amend the William J. Sanchez Revocable Living Trust, the William J. Sanchez Irrevocable Trust, and the Qualified Terminable Interest Property Trust, including the right of removal of Wife from any and all gifts, bequests, rights, and/or duties arising thereunder or therefrom.

9. Rental Proceeds from all of the Foregoing Real Properties.

Commencing on October 1, 2009, Husband shall be awarded as his sole and separate property all monies received from the rental of all of the foregoing real properties.

10. Personal Property (includes accounts, cars, furnishings, etc.).

Wife shall be awarded the 2001 Dodge Durango, 2000 Toyota Tacoma, and 2001 Dodge 2500 Pickup. Husband shall be awarded the 1990 Dodge Pickup, 1993 Dodge Pickup, and 2004 Dodge Truck. Each party shall be responsible for and indemnify and hold harmless the other from all liability relating to their vehicles. From and after October 1, 2009, each party shall also be responsible for the maintaining and insuring of his or her own vehicle. The 1993 Dodge Pickup (VIN: 1B7MM36C3PSZ50338) and 2001 Dodge 2500 Pickup (VIN: 3B7KF23601G814908) are currently in the parties' joint names. Wife

shall sign the necessary transfer documents in Husband's favor for the 1993 Dodge Pickup no later than ten days following the filing of this Divorce Decree. Should Wife fail to do so, then the Director of Finance of this County is authorized upon Husband's request to transfer the ownership of vehicle(s) into Husband's sole title and ownership. Husband shall sign the necessary transfer documents in Wife's favor for the 2000 Toyota Tacoma and the 2001 Dodge 2500 Pickup no later than ten days following the filing of this Divorce Decree. Should Husband fail to do so, then the Director of Finance of this County is authorized upon Wife's request to transfer the ownership of vehicle(s) into Wife's sole title and ownership.

The parties have divided their remaining personal property and accounts to their mutual satisfaction and each shall be awarded the personal property in their separate possession, title or control.

11. Son's Bank Account.

The bank account held in the name of the parties' son with Wife as the Trustee shall remain in name of the parties' son. All withdrawals from this account shall require the signature of both Wife and Husband.

12. Husband's Contracting, Equipment and Cattle Businesses.

Husband shall be awarded as his sole and separate property the value of his contracting, equipment and cattle businesses subject to all liens, taxes, encumbrances and obligations arising therefrom. Husband shall be awarded as his sole and separate property all of his cattle and the State leases where some of the cattle are located.

13. Retirement.

Each party shall be awarded as his/her sole and separate property the entire value of all of his/her retirement benefits, and each party hereby waives any interest he/she may have in the other party's retirement benefits.

14. Life Insurance.

Each party shall be awarded as his/her sole and separate property the entire value of his/her life insurance policy(ies).

15. Debts.

The parties shall be equally responsible for the liability of the Citifinancial mortgage including all monthly payments arising therefrom.

Each party shall be solely responsible for any and all other debts which he or she has incurred in his or her individual capacity and name and shall indemnify and hold harmless the other party from any claims made against the non-responsible party.

16. Wife's Medical Bills.

Wife shall reimburse Husband for all of those out-of-pocket medical expenses that Husband has paid on Wife's behalf arising out of the injury Wife sustained which is the subject matter of Wife's litigation against the County of Kauai.

17. Taxes.

For the 2009 tax year and thereafter, the parties shall file separate tax returns. Husband shall be entitled to claim all deductions arising from the ownership of all of the real properties mentioned herein, including but not limited to the mortgage interest and real property tax deductions. Husband shall be allowed to claim the parties' son as a dependent for tax purposes.

Each party shall be entitled to or responsible for any refund or liability arising from his or her separately filed tax returns.

In the event of an audit of any previously filed joint tax returns, the parties shall divide equally the cost and expense of the audit defense and any tax deficiency or refund arising therefrom.

18. Former Name:

Wife may resume the use of her birth surname and be known hereafter as ALISON JOAN BARRETTO.

19. Release:

Subject to the provisions of this Divorce Decree, each party, and his or her heirs, assigns, legal representatives, executors, and administrators, shall be forever released and discharged by this Divorce Decree from all causes of action, claims, rights or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, except this cause for divorce.

20. Judgment for Specific Acts; Vesting Title:

Should this Divorce Decree direct a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act and the party fails to comply within the time specified, the Court may direct the act to be done at the cost of the disobedient party by some other person appointed by the

Court and the act when so done has like effect as if done by the party. On application of the party entitled to performance, the Clerk shall issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The Court may also in proper cases adjudge the party in contempt. If real or personal property is within the State, the Court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the Clerk.

21. Modification:

A modification or waiver of any provision of this Divorce Decree shall be effective only if made in writing and executed with the same formality as this Divorce Decree. The failure of either party to insist upon strict performance of any of the provisions of this Divorce Decree shall not be construed as a waiver of any subsequent default of the same or similar nature.

22. Binding Effect:

Except as otherwise stated herein, all the provisions of this Divorce Decree shall be binding upon the respective heirs, next of kin, executors and administrators of the parties.

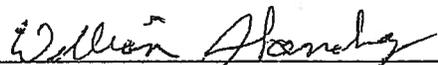
23. Jurisdiction:

The Family Court of the Fifth Circuit of the State of Hawaii shall retain jurisdiction of the parties and all of the property, both real and personal, until complete fulfillment of the provisions of this Divorce Decree.

 **MAX GRAHAM**

JUDGE OF THE ABOVE ENTITLED COURT

APPROVED AS TO FORM AND CONTENT:



WILLIAM J. SANCHEZ
Defendant/Cross-Plaintiff

8/31/09
DATE

October 22, 2010

DLNR-Land Division
3060 Eiwa St., Room 208
Lihue, HI 967 6

Dear Mr. Oi,

I would like to request the removal Alison Sanchez from my current General Lease NO. S-5583 due to our recent divorce. Attached are the Divorce Decree Documents. Thank you for your attention to this request.

Sincerely,


William Sanchez

EXHIBIT "c"