

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

October 28, 2011

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

Ref: GL-4304

OAHU

Consent to Quitclaim Assignment and Assumption of Grant of Easement No. S-4304; Patrick T. Perkins, Personal Representative of the Estate of Mary Karen Caldwell Perkins aka Karen Caldwell Perkins aka Karen C. Perkins, the Assignor; to Kainehe III LLC and Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, the Assignee; First Amendment to Grant of Easement No. S-4304; Kalawahine, Honolulu, Oahu, Tax Map Key: (1) 2-5-019: portion of 005.

APPLICANTS:

Patrick T. Perkins, Personal Representative of the Estate of Mary Karen Caldwell Perkins aka Karen Caldwell Perkins aka Karen C. Perkins, as Assignor; to Kainehe III LLC, a Hawaii limited liability company, and Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, as Assignee, as tenants in common.

LEGAL REFERENCE:

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

LOCATION:

Portion of lands situated at Kalawahine, Honolulu, Oahu, identified by Tax Map Key: (1) 2-5-019: portion of 005, as shown on the attached map labeled Exhibit A.

AREA:

Easement A: 700 square feet, more or less.  
Easement B: 744 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:

Easement A: Road and utility purposes  
Easement B: Electric transmission line purposes

TERM OF EASEMENT:

65-year term beginning on May 19, 1970 until May 18, 2035

ANNUAL RENTAL:

\$156.00 annually up until May 18, 2015, and subject to rent reopenings on May 19, 2015 and May 19, 2025.

DCCA VERIFICATION:

Kainehe III LLC:

Place of business registration confirmed: YES x NO \_\_\_  
Registered business name confirmed: YES x NO \_\_\_  
Good standing confirmed: YES x NO \_\_\_

Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983:

Applicant is a trustee and, as such, is not required to register with DCCA.

REMARKS:

In 1970, the subject easements were issued to Mr. and Mrs. Thomas D. Perkins and Karen C. Perkins, tenants by the entirety. Mr. and Mrs. Perkins had passed away in 1996 and in 2008 respectively. At one point, the Perkins family owned an undivided one-half interest in and to the adjacent private property identified as Tax Map Key: (1) 2-5-012:003 ("Adjacent Property"), and Mr. and Mrs. Robert Marchant and/or their trusts owned the other undivided one-half interest in and to the Adjacent Property. Kainehe III LLC, a Hawaii limited liability company created by Mr. and Mrs. Perkins' three adult children, currently owns an undivided one-half interest in and to the Adjacent Property, and Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, is the current trustee of said Robert B. Marchant Revocable Living Trust Agreement, who currently holds the other undivided one-half interest in and to the Adjacent Property.

By way of the Order Granting Petition for Probate of Will and Appointment of Personal Representative, dated August 15, 2011, the probate court approved Mr. Patrick T. Perkins, as the Personal Representative of the Estate of Mary Karen Caldwell Perkins aka Karen Caldwell Perkins aka Karen C. Perkins.

Further, pursuant to an Acceptance of Trusteeship by the Successor Trustee, executed on September 23, 2011, Jean C. Marchant had assumed the trusteeship for the Robert B. Marchant Revocable Living Trust.

Mr. Patrick T. Perkins, as the personal representative of Mrs. Perkins' Estate, and Jean C. Marchant, as successor trustee to Mr. Robert Marchant's trust, requests consent from the Board to assign the subject easement to Kainehe III LLC and Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, being the current owners of the abutting private property, i.e., the Adjacent Property.

Staff now brings this request to the Board for its consent to the assignment.

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). Staff's recommendation would serve to maintain consistency with the Board's current practice for issuing easements.

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 has no objections to the subject request.

The attorney representing Mr. Patrick T. Perkins, as personal representative of Mrs. Perkins' Estate, has provided documents titled "Quitclaim Assignment and Assumption of Grant of Easement No. 4304 with Grantor's Consent" and "First Amendment to Grant of Easement No. 4304" attached as **Exhibits B** and **C** respectively. Upon the approval of today's request, staff will request review of the documents by the Department of the Attorney General.

RECOMMENDATION: That the Board:

- A. Consent to the Quitclaim Assignment and Assumption of Grant of Easement, No. 4304, with Grantor's Consent, from Patrick T. Perkins, Personal Representative of

the Estate of Mary Karen Caldwell Perkins, also known as Karen Caldwell Perkins, also known as Karen C. Perkins, as Assignor, to Kainehe III LLC, a Hawaii limited liability company, and Jean C. Marchant, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, as Assignees, subject to the following:

1. Review and approval by the Department of the Attorney General of the Quitclaim Assignment and Assumption of Grant of Easement, No. 4304, with Grantor's Consent attached as Exhibit B; and
2. 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 Easement No. S-4304 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) 2-5-012:003, 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 Grantee's successors or assigns of the insurance requirement in writing, separate and apart from this easement document", subject to the following:

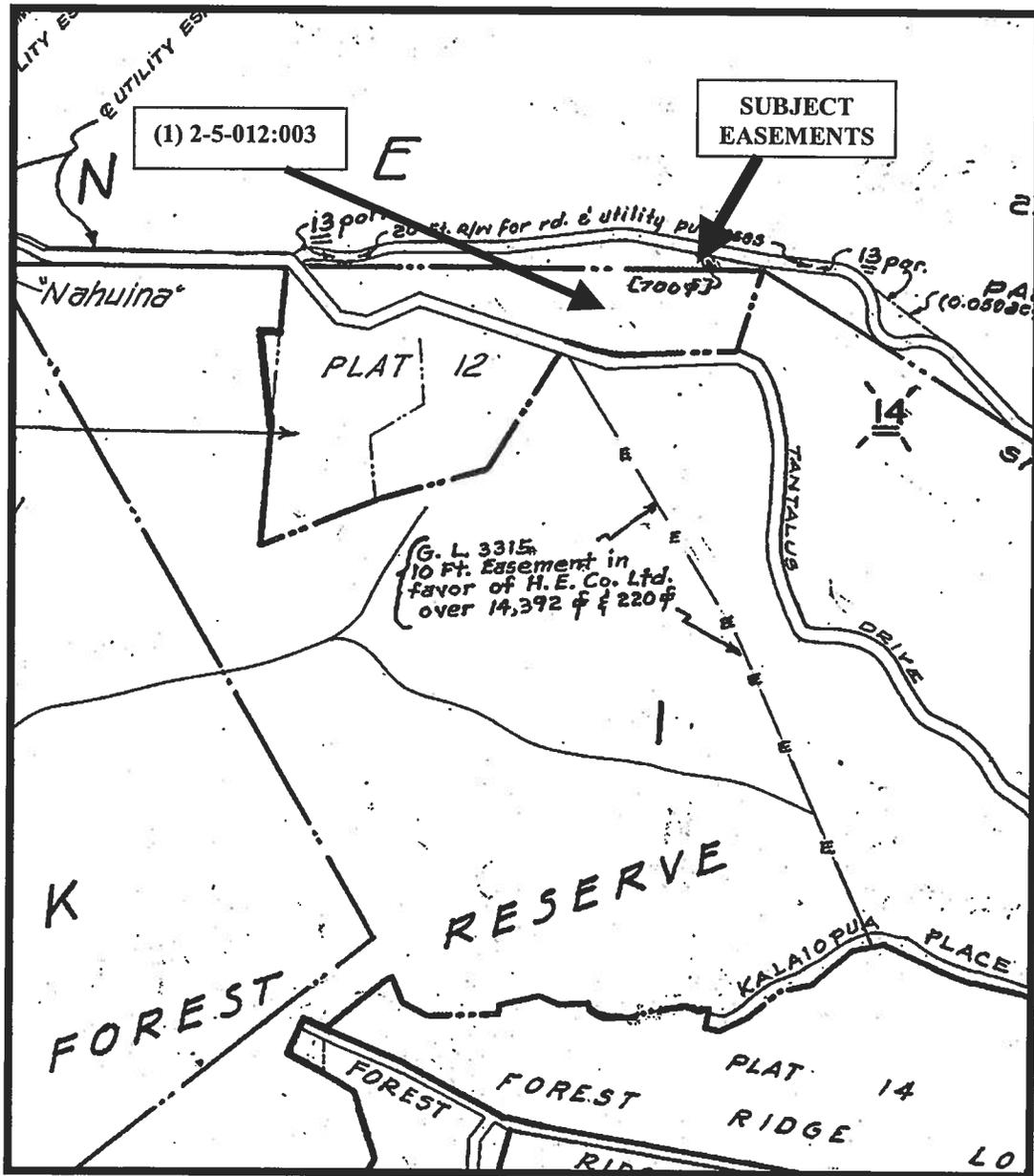
1. Review and approval by the Department of the Attorney General of the First Amendment to Grant of Easement No. S-4304 attached as Exhibit C; and
2. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

  
\_\_\_\_\_  
Timmy Chee  
Land Agent

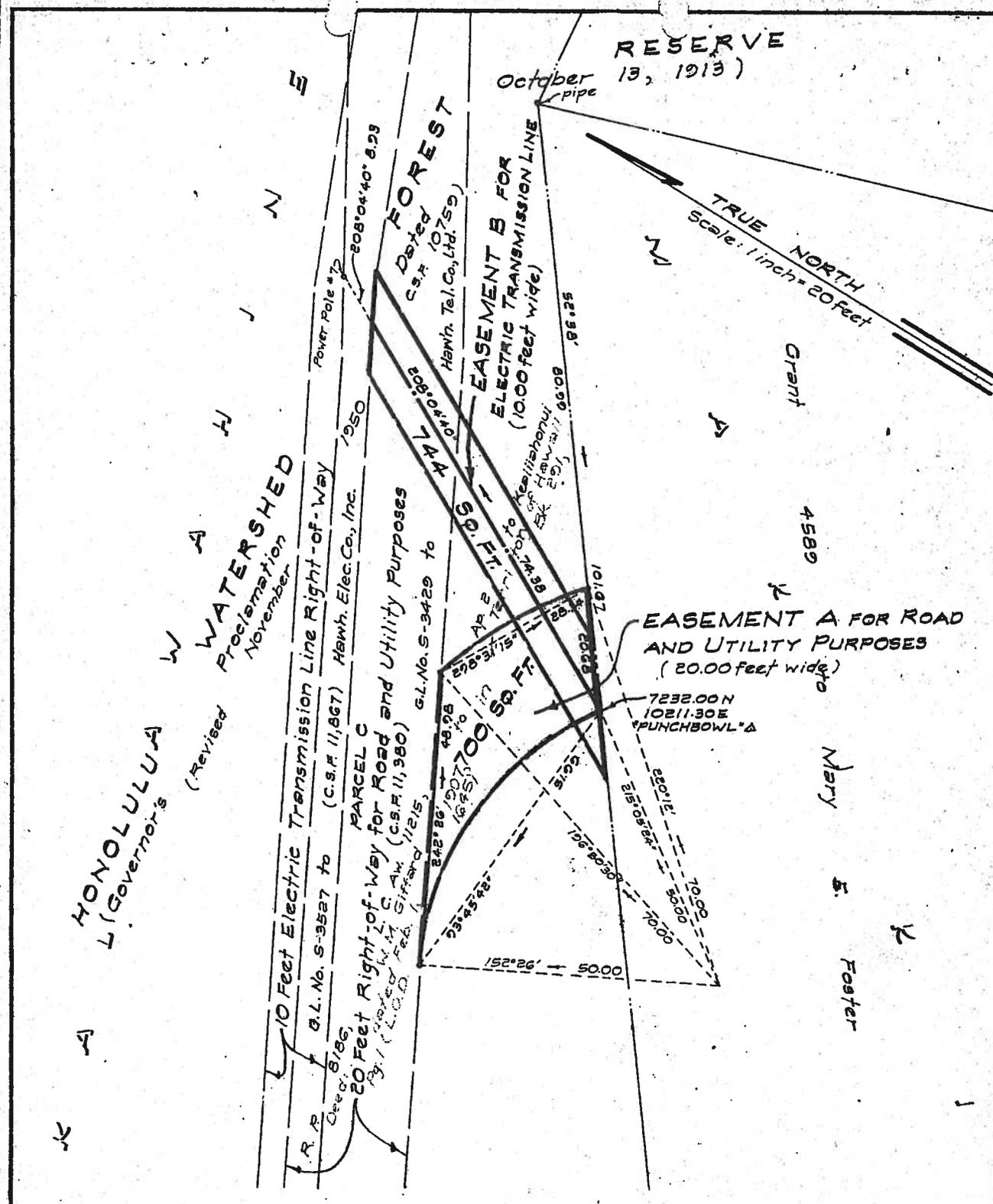
APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
William J. Aila, Jr., Chairperson



TAX MAP KEY: (1) 2-5-019: portion of 005

**EXHIBIT A**



**EASEMENTS A AND B**  
 OVER AND ACROSS HONOLULU WATERSHED  
 FOREST RESERVE COVERED BY GOVERNOR'S  
 PROCLAMATION DATED OCTOBER 13, 1913

Kalawahine, Honolulu, Oahu, Hawaii  
 Scale: 1 inch = 20 feet

JOB 0-4193  
 C. BK. I. B. M. FOLDER (OAHU)

**EXHIBIT A**

TAX MAP 2-5-19

SURVEY DIVISION  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
 STATE OF HAWAII

FN. Sept. 2, 1965

C. S. F. No. 15 959

**QUITCLAIM ASSIGNMENT AND ASSUMPTION OF GRANT  
OF EASEMENT NO. S-4304 WITH GRANTOR'S CONSENT**

This QUITCLAIM ASSIGNMENT AND ASSUMPTION OF GRANT OF EASEMENT NO. S-4304 WITH GRANTOR'S CONSENT ("Assignment"), is made this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by and among PATRICK T. PERKINS, Personal Representative of the Estate of Mary Karen Caldwell Perkins, also known as Karen Caldwell Perkins, also known as Karen C. Perkins, Deceased, pursuant to Letters Testamentary dated August 16, 2011 and filed in the Circuit Court of the First Circuit, State of Hawaii on August 16, 2011 in that certain proceeding designated as P. No. 11-1-0343 (Formal) ("Assignor"), KAINEHHE III LLC, a Hawaii limited liability company, whose address is 1728 NE 55th Place, Seattle, Washington 98105 ("Kainehe"), and JEAN C. MARCHANT, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983 ("Marchant Trust"), with full powers to sell, mortgage, lease or otherwise deal with the land, whose address is 3 \_\_\_\_\_, Honolulu, Hawaii 96822 ("Marchant"), as tenants in common in equal shares (collectively, Kainehe and Marchant are hereinafter referred to as "Assignee"), PATRICK T. PERKINS, Successor Trustee under that certain unrecorded Karen Caldwell Perkins Revocable Living Trust Agreement dated July 14, 1980, as amended, with full powers to sell, mortgage, lease or otherwise deal with the land ("Perkins Trustee"), PATRICK T. PERKINS, husband of Irene Johnson Holroyd, SAMUEL CALDWELL PERKINS, husband of Ramona Lea Perkins, and IDA ILIFF PERKINS, unmarried (collectively, Patrick T. Perkins, Samuel Caldwell Perkins, and Ida Iliff Perkins are hereinafter referred to as "Beneficiaries"), and is consented to by the STATE OF HAWAII, by its Board of Land and Natural Resources ("Grantor").

**W I T N E S S E T H:**

WHEREAS, Grantor, as grantor, and Thomas D. Perkins and Karen C. Perkins, husband and wife, as tenants by the entirety, collectively as grantee, entered into that certain unrecorded Grant of Easement No. S-4304 dated May 19, 1970 ("Grant of Easement"), demising and leasing a non-exclusive easement and right-of-way over and across the real property situate at Kalawahine, Honolulu, Oahu, Hawaii, more particularly described in Exhibit "A" attached therein and shown on the map marked Exhibit "B" attached therein (the "Easement");

WHEREAS, Thomas D. Perkins died on July 20, 1996 and, by operation of law, Karen C. Perkins became the sole grantee under the Grant of Easement;

WHEREAS, Karen C. Perkins died on January 20, 2008 ("Decedent"), and Patrick T. Perkins was appointed Personal Representative of the Estate of the Decedent pursuant to that certain Order Granting Petition for Probate of Will and Appointment of Personal Representative dated August 15, 2011 and filed in the Circuit Court of the First Circuit, State of Hawaii on August 16, 2011 in that certain proceeding designated as P. No. 11-1-0343 (Formal);

WHEREAS, Beneficiaries constitute the three members of Kainehe;

WHEREAS, the Easement serves and benefits that certain parcel of real property adjacent to the Easement, bearing Tax Map Key No. (1) 2-5-012-003 (the "Property"), which Property is owned in fee by Assignee as tenants in common in equal shares;

WHEREAS, Marchant accepted and assumed the trusteeship to the Marchant Trust pursuant to that certain Acceptance of Trusteeship by Successor Trustee executed September 23, 2011;

WHEREAS, Perkins Trustee and Beneficiaries have directed Assignor to assign any and all of their right, title and interest in and to the Grant of Easement to Assignee; and

WHEREAS, Assignor desires to assign its interest in the Grant of Easement to Assignee.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto hereby agree as follows:

That Assignor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Assignor paid by Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of Assignee hereinafter contained and on the part of Assignee to be faithfully kept and performed, does hereby remise, release and quitclaim unto Assignee, in the tenancy as aforesaid, all of Assignor's right, title and interest in and to the Grant of Easement.

TO HAVE AND TO HOLD the same, together with any and all improvements thereunto belonging or appertaining or held and enjoyed in connection therewith unto Assignee as aforesaid for and during the full unexpired term of the Grant of Easement.

SUBJECT, HOWEVER, to the payment of the rents reserved by the Grant of Easement and subject also to the observance and performance by Assignee of all of the covenants and conditions contained in the Grant of Easement which, according to the terms and provisions thereof, are or ought to be observed and performed by the grantee therein named.

AND Assignee hereby acknowledges, verifies and confirms that Assignee has reviewed and fully understands all of the terms, covenants, and conditions of the Grant of Easement, and in consideration of the foregoing, Assignee does hereby covenant and agree to and with Assignor and to and with Grantor that Assignee will, effective as of the Effective Date and during the residue of the term of said Grant of Easement, pay or caused to be paid the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Grant of Easement, faithfully observe and perform all of the covenants and conditions contained in said Grant of Easement which from and after the Effective Date are or out to be observed and performed by the grantee therein named, and at all times hereafter indemnify and save harmless Assignor, Grantor, Perkins Trustee, and Beneficiaries from and against the nonpayment of the rents and the nonobservance or nonperformance of the covenants and conditions and each of them contained in the Grant of Easement.

AND GRANTOR hereby consents to the foregoing assignment on the express condition that this consent shall not be deemed or construed to be a modification of the Grant of Easement or a waiver of any term, covenant, condition or provision of the Grant of Easement nor a consent to any other assignment thereof, nor shall it be deemed or construed to authorize any other or further assignment or sublease or modification of the Grant of Easement, that all rights of Grantor under the Grant of Easement, to the extent permitted by law, are hereby reserved and that the foregoing assignment shall be subject to all provisions of the Grant of Easement.

AND PATRICK T. PERKINS, Successor Trustee under that certain unrecorded Karen Caldwell Perkins Revocable Living Trust Agreement dated July 14, 1980, as amended, the devisee under the Last Will and Testament of Mary Karen Caldwell Perkins, does hereby consent to the foregoing assignment and does hereby remise, release and quitclaim unto Assignee, any and all of its right, title and interest in and to the Grant of Easement.

AND PATRICK T. PERKINS, husband of Irene Johnson Holroyd, SAMUEL CALDWELL PERKINS, husband of Ramona Lea Perkins, and IDA ILIFF PERKINS, unmarried, the beneficiaries under the unrecorded Karen Caldwell Perkins Revocable Living Trust Agreement dated July 14, 1980, as amended, do hereby consent to the foregoing assignment and do hereby remise, release and quitclaim unto Assignee, any and all of their right, title and interest in and to the Grant of Easement.

IT IS MUTUALLY AGREED that the terms "Grantor," "Assignor" and "Assignee" 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, associations, trustees, corporations, partnerships, limited liability companies or limited liability partnerships, and each of their respective successors in interest, successors in trust, heirs, personal representatives and permitted assigns, according to the context thereof. If these presents shall be signed by two or more assignors or by two or more assignees, all covenants of each party shall for all purposes deemed to be joint and several.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterpart. 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 parties hereto have executed these presents effective as of the Effective Date.

\_\_\_\_\_  
PATRICK T. PERKINS, Personal  
Representative of the Estate of Mary Karen  
Caldwell Perkins, also known as Karen  
Caldwell Perkins, also known as Karen C.  
Perkins, Deceased

**“Assignor”**

KAINEHE III LLC, a Hawaii limited  
liability company

By: \_\_\_\_\_  
Patrick T. Perkins  
Its Manager

**“Assignee”**

---

JEAN C. MARCHANT, Successor  
Trustee as aforesaid

**“Assignee”**

---

PATRICK T. PERKINS, Successor Trustee  
as aforesaid

---

PATRICK T. PERKINS

---

SAMUEL CALDWELL PERKINS

---

IDA ILIFF PERKINS

STATE OF HAWAII

By: \_\_\_\_\_  
Chairperson  
Board of Land and Natural Resources

**“Grantor”**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

Dated: \_\_\_\_\_

STATE OF WASHINGTON     )  
  )  
COUNTY OF KING         )     ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **PATRICK T. PERKINS**, to me personally known, who, being by me duly sworn or affirmed, did say that he executed the foregoing instrument as his free act and deed, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public for the above-named  
State and County

My commission expires: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **JEAN C. MARCHANT**, to me personally known, who, being by me duly sworn or affirmed, did say that she executed the foregoing instrument as her free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

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

Document Identification: **Quitclaim Assignment and Assumption of Grant of Easement No. S-4304 with Grantor's Consent**

Document Date: \_\_\_\_\_ No. of Pages: \_\_\_\_\_

First Circuit

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Date of Notary Certificate

(Official Stamp or Seal)

STATE OF WASHINGTON        )  
  )  
COUNTY OF \_\_\_\_\_     )

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **SAMUEL CALDWELL PERKINS**, to me personally known, who, being by me duly sworn or affirmed, did say that he executed the foregoing instrument as his free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public for the above-named  
State and County

My commission expires: \_\_\_\_\_

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **IDA ILIFF PERKINS**, to me personally known, who, being by me duly sworn or affirmed, did say that she executed the foregoing instrument as her free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

<b>NOTARY CERTIFICATE</b> ( <i>Hawaii Administrative Rules §5-11-8</i> )	
Document Identification: <b>Quitclaim Assignment and Assumption of Grant of Easement No. S-4304 with Grantor's Consent</b>	
Document Date: _____	No. of Pages: _____
<u>Third Circuit</u>	
_____ Signature of Notary	
_____ Printed Name of Notary	
_____ Date of Notary Certificate	(Official Stamp or Seal)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that \_\_\_\_\_ is the Chairman of the Board of Land Natural Resources of the State of Hawaii, and that the instrument was signed in behalf of said Board, and \_\_\_\_\_ acknowledged the instrument to be the free act and deed of said Board.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My commission expires: \_\_\_\_\_

<b>NOTARY CERTIFICATE</b> ( <i>Hawaii Administrative Rules §5-11-8</i> )	
Document Identification: <b>Quitclaim Assignment and Assumption of Grant of Easement No. S-4304 with Grantor's Consent</b>	
Document Date: _____	No. of Pages: _____
<u>First Circuit</u>	
_____ Signature of Notary	
_____ Printed Name of Notary	
_____ Date of Notary Certificate	(Official Stamp or Seal)

**FIRST AMENDMENT TO GRANT OF EASEMENT NO. S-4304**

This FIRST AMENDMENT TO GRANT OF EASEMENT NO. S-4304 ("Amendment"), made this \_\_\_\_ day of \_\_\_\_\_, 2011, is made by and among the STATE OF HAWAII, by its Board of Land and Natural Resources ("Grantor"), and KAINEHE III LLC, a Hawaii limited liability company, whose address is 1728 NE 55th Place, Seattle, Washington 98105 ("Kainehe"), and JEAN C. MARCHANT, Successor Trustee under that certain unrecorded Robert B. Marchant Revocable Living Trust Agreement dated April 12, 1983, with full powers to sell, mortgage, lease or otherwise deal with the land, whose address is \_\_\_\_\_; Honolulu, Hawaii 96822 ("Marchant"), as tenants in common (collectively, Kainehe and Marchant are hereinafter referred to as "Grantee").

**W I T N E S S E T H:**

WHEREAS, Grantor and Grantee are the current grantor and grantee, respectively, under that certain unrecorded Grant of Easement No. S-4304 dated May 19, 1970 ("Grant of Easement"), demising and leasing a non-exclusive easement and right-of-way over and across the real property situate at Kalawahine, Honolulu, Oahu, Hawaii, more particularly described in Exhibit "A" attached therein and shown on the map marked Exhibit "B" attached therein (the "Easement");

WHEREAS, the Easement serves and benefits that certain parcel of real property adjacent to the Easement, bearing Tax Map Key No. (1) 2-5-012-003, more particularly described in Exhibit "A" attached hereto and expressly made a part hereof (the "Property");

WHEREAS, Grantee is the current owner of the fee simple interest to the Property;

WHEREAS, Grantor and Grantee desire to acknowledge and confirm that the Easement runs with and is appurtenant to the Property; and

WHEREAS, Grantor and Grantee have mutually agreed to amend the Grant of Easement, upon the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the premises, Grantor and Grantee do hereby agree as follows:

1. Grantor and Grantee hereby acknowledge and confirm that all restrictions, conditions, covenants and agreements contained in the Easement are made for the benefit of each and every part and parcel of the Property and are intended to run with and are appurtenant to the Property and are expressly binding upon the Property and each portion thereof, and each and every successive owner of the Property or portion thereof, and each person having any right, title or interest in the Property or any portion thereof. By virtue thereof and notwithstanding Section 6 to the Grant of Easement, upon the future sale or transfer of the fee simple interest to the Property, whether in whole or in part, the grantee's right, title and interest in and to the Grant of

Easement shall transfer to the new owner or owners of the Property without the necessity of consent from Grantor.

2. This Grant of Easement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors, successors in trust and assigns.

3. Miscellaneous.

(a) Except as specifically amended herein, all other terms and conditions of the Grant of Easement shall continue in full force and effect. In the event of a conflict between the Grant of Easement and this Amendment, the provisions in this Amendment shall prevail.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterpart. 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.

[The remainder of this page intentionally left blank; signature pages follow]

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

STATE OF HAWAII

By: \_\_\_\_\_  
Chairperson  
Board of Land and Natural Resources

**“Grantor”**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

Dated: \_\_\_\_\_

KAINEHE III LLC, a Hawaii limited  
liability company

By: \_\_\_\_\_  
Patrick T. Perkins  
Its Manager

**“Grantee”**

---

JEAN C. MARCHANT, Successor Trustee  
as aforesaid

**“Grantee”**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that \_\_\_\_\_ is the Chairman of the Board of Land Natural Resources of the State of Hawaii, and that the instrument was signed in behalf of said Board, and \_\_\_\_\_ acknowledged the instrument to be the free act and deed of said Board.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

<b>NOTARY CERTIFICATE</b> ( <i>Hawaii Administrative Rules §5-11-8</i> )	
Document Identification:	<b>First Amendment to Grant of Easement No. S-4304</b>
Document Date: _____	No. of Pages: _____
<u>First Circuit</u>	
_____ Signature of Notary	
_____ Printed Name of Notary	
_____ Date of Notary Certificate	(Official Stamp or Seal)

STATE OF WASHINGTON        )  
  )  
COUNTY OF KING            )        ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **PATRICK T. PERKINS**, to me personally known, who, being by me duly sworn or affirmed, did say that he executed the foregoing instrument as his free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public for the above-named  
State and County

My commission expires: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared **JEAN C. MARCHANT**, to me personally known, who, being by me duly sworn or affirmed, did say that she executed the foregoing instrument as her free act and deed, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

<b>NOTARY CERTIFICATE</b> ( <i>Hawaii Administrative Rules §5-11-8</i> )	
Document Identification:	<b>First Amendment to Grant of Easement No. S-4304</b>
Document Date: _____	No. of Pages: _____
<u>First Circuit</u>	
_____ Signature of Notary	
_____ Printed Name of Notary	
_____ Date of Notary Certificate	(Official Stamp or Seal)

**EXHIBIT "A"**

All of that certain parcel of land (being all of the land(s) described in and covered by Land Patent Grant Number 4589 to Mary E. Foster) situate, lying and being at Makiki, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-B of the "TANTALUS HEIGHTS", and thus bounded and described:

Beginning at a pipe at the north corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOWAINA" being 7,293.70 feet by azimuths measured clockwise from true South:

- |    |          |        |   |
|----|----------|--------|---|
| 1. | 341° 40' | 188.00 | feet along Government land to a pipe;   |
| 2. | 51° 42'  | 247.30 | feet along the north side of Tantalus Drive to a spike;   |
| 3. | 72° 10'  | 212.80 | feet along the north side of 20-Ft. Right-of-Way to a pipe;   |
| 4. | 94° 15'  | 86.00  | feet along the north side of 20-Ft. Right-of-Way to an iron pin;  |
| 5. | 10° 52'  | 64.30  | feet along the north side of 20-Ft. Right-of-Way to a pipe;   |
| 6. | 232° 38' | 609.20 | feet along the boundary of Kalawahine to the point of beginning and containing an area of 1.96 acres, more or less. |

**END OF EXHIBIT "A"**