

Waimanalo Farm Lots  
Lot 37  
Waimanalo, Koolaupeko, Oahu

*Grant 13011  
Sadao Saiki & Sumako Kumizaki  
Saiki*

CSF 20373

Furnished Land Office  
October 12, 1954  
See Letter Folder 552

File in Carton 54



TERRITORY OF HAWAII  
SURVEY DEPARTMENT

C. S. F. No CARTON 54

HONOLULU

October 5, 1954

WAIMANALO FARM LOTS

LOT 37

Waimanalo, Koolaupoko, Oahu, T. H.

Being a portion of the Government (Crown) Land of Waimanalo

Beginning at the southeast corner of this lot, the southwest corner of Lot 36 of Waimanalo Farm Lots and on the northerly side of Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAIMANALO RIDGE" being 6145.85 feet South and 4362.30 feet East, as shown on Government Survey Registered Map 4063, thence running by azimuths measured clockwise from True South:-

1. 109° 35'        377.70 feet along the northerly side of Government Road;
2. Thence along the northeasterly side of Government Road on a curve to the right having a radius of 50.00 feet, the chord azimuth and distance being:  
144° 49' 30"    57.70 feet;
3. 180° 04'        621.08 feet along the easterly side of Government Road;
4. 312° 48' 30"    237.93 feet along the southerly side of Pump Ditch Right-of-Way;
5. 262° 56'        125.63 feet along the southerly side of Pump Ditch Right-of-Way;
6. 250° 22'        62.24 feet along the southerly side of Pump Ditch Right-of-Way;
7. 224° 02'        180.52 feet along the southerly side of Pump Ditch Right-of-Way;
8. 234° 28' 30"    43.63 feet along the southerly side of Pump Ditch Right-of-Way;
9. 276° 12'        31.92 feet along the southerly side of Pump Ditch Right-of-Way;
10. 299° 12'       124.14 feet along the southerly side of Pump Ditch Right-of-Way;
11. 19° 35'        807.34 feet along Lot 36 of Waimanalo Farm Lots to the point of beginning and containing a GROSS AREA OF 7.949 ACRES and a NET AREA OF 7.785 ACRES, after excepting and excluding therefrom the Ditch Right-of-Way over and across said Lot 37 as shown on plan attached hereto and made a part hereof and more particularly described as follows:

Beginning at the southeast corner of this Ditch Right-of-Way and on the northerly side of Government Road, the true azimuth and distance from the initial point of the above described Lot 37 being 109° 35' 208.69 feet, thence running by azimuths measured clockwise from True South:-

1. 109° 35' 12.12 feet along the northerly side of Government Road;
2. 191° 36' 30" 417.18 feet;
3. 194° 31' 30" 174.68 feet;
4. 250° 22' 14.50 feet along the southerly side of Pump Ditch Right-of-Way;
5. 14° 31' 30" 182.52 feet;
6. 11° 36' 30" 418.56 feet to the point of beginning and containing an Area of 0.164 Acre.

Compiled from Gov't.  
Survey Reg. Map 4063.

TERRITORY OF HAWAII  
SURVEY DEPARTMENT

BY: Kazutaka Saiki  
Kazutaka Saiki  
Land Surveyor

(Esteros)

N	S	E	W
986.34	165.22	659.65	622.69

Coordinates  
6145.86 S  
4362.24 E  
Waimanalo Ridge Ca

Area (Gross) 7.949 Ac  
Cal. Bk 1 p 941  
4 Fujita

Oct 5, 1954

(Ditch Way)

N	S	E	W
586.02	526.04	141.42	141.42

Area  
0.164 Ac

Cal. Bk 1 p 941  
4 Fujita

Oct 5, 1954

Net Area 7.785 Ac

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

On this 29th day of April, 1987, before me personally appeared THOMAS MICHAEL FOLEY as Attorney-in-Fact for NORTHAVON INVESTMENT LIMITED, a Liberian corporation authorized to do business in the State of Hawaii, to me known to be the person described in and who executed the foregoing instrument as Attorney-in-Fact for said NORTHAVON INVESTMENT LIMITED; that NORTHAVON INVESTMENT LIMITED has no corporate seal and the instrument was signed on behalf of said corporation by authority of its Board of Directors, and THOMAS MICHAEL FOLEY acknowledged that he executed the same as the free act and deed of said corporation.

*James W. Harker*  
Notary Public, State of Hawaii

My Commission Expires: 6/10/90

25

EXHIBIT A

EASEMENT A

FOR IRRIGATION AND DRAINAGE PURPOSES

LAND SITUATED AT WAIMANALO, KOOLAUPOKO, OAHU, HAWAII

Being a portion of the Government (Crown) Land of Waimanalo

Being also a portion of Grant 13,011 to

Sadao Saiki and Sumako Kunizaki Saiki,

which premises were subsequently acquired by Northavon Investment Limited by that certain Warranty Deed, dated July 26, 1985, by Stephen Satoru Saiki, as "Grantor", and Northavon Investment Limited, as "Grantee", recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18814, Page 598.

Beginning at the Northwest corner of this easement, on the East side of Mokulama Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAIMANALO RIDGE" being 5351.01 feet South and 3973.93 feet East and running by azimuths measured clockwise from True South:

1. 312° 48' 30"                      16.34 feet along pump ditch right-of-way;
2.     0° 04'                         642.49 feet along remainder of Grant 13,011 to Sadao Saiki and Sumako Kunizaki Saiki;
3. Thence along the Northeasterly side of the intersection of Makakalo Street with Mokulama Street, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being 159° 47' 56"    34.64 feet;
4. 180° 04'                         621.08 feet along the East side of Mokulama Street to the point of beginning and containing an area of 7654 square feet.

Deed No. S-27633      Class    Grant of Easement

Grantor  
STATE OF HAWAII

Grantee  
Nonaka-Wong, Inc.

Date of Instrument	Book	Page	Area	Consideration
8/11/87	21008	170	1,288 sf 0.029 acre	\$500.00

Description  
Non-exclusive, perpetual Sewer Line Easement "S-1"  
situate at Hanapepe, Waimea (Kona), Kauai  
(CSF 20,106)

RECORDATION REQUESTED BY:

SEE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS  
STATE OF HAWAII  
OFFICE OF  
BUREAU OF CONVEYANCES

AFTER RECORDATION, RETURN TO:

Received for record this...2nd.....  
day of...July..... A.D. 1987  
M..... of about .....M. and  
Recorded at Liber...20859.....  
.....449.....

RETURN BY: MAIL ( ) PICKUP ( )

GRANT OF EASEMENT

THIS INDENTURE, made this 12<sup>th</sup> day of June, 1987, by and between NORTHAVON INVESTMENT LIMITED, a Liberian corporation, whose principal place of business and post office address in the State of Hawaii is at 41-539 Makakalo Street, Waimanalo, Hawaii 96795 (hereinafter referred to as the "Grantor"), and the STATE OF HAWAII acting by and through its Board of Land and Natural Resources (hereinafter referred to as the "Grantee");

W I T N E S S E T H:

That Grantor, in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) to Grantor paid by Grantee, the receipt whereof is hereby acknowledged, and of the terms, conditions and covenants of Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto Grantee, forever, the right in the nature of a perpetual non-exclusive easement for purposes of drainage and irrigation, including the right to install, maintain and repair such apparatus and equipment, such as underground drainage culverts, pipe lines, conduits, manholes and the like (hereinafter referred to as the "Drainage System"), on, over and across the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Easement Area").

TOGETHER with the right of ingress to and egress from the Easement Area for all purposes in connection with the rights hereby granted.

TO HAVE AND TO HOLD the same unto Grantee for the use of Grantee forever.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, Grantor and Grantee hereby covenant and agree as follows:

1. That except as otherwise provided herein, Grantee shall indemnify and save harmless Grantor against all loss or

File # 46 Lot 37

damage to the property of Grantor or to the property of others situated outside of the Easement Area, and from all liability for the injury to or death of persons in the manner provided by law when such loss, damage, injury or death arises or proximately results from the intentional act or negligence of Grantee, its officers, agents or servants in connection with the exercise of the rights and privileges granted herein;

2. If at any time the premises over which a right and easement granted hereby and not then terminated or abandoned, or any part of such premises or interest therein, shall be taken or condemned by any authority having the power of eminent domain, then and in every such case all compensation and damages payable for or on account of such premises and any adjoining property of Grantor, including any part of said easement so taken or condemned, shall be paid to and be the property of Grantor without any apportionment thereof to Grantee;

3. That Grantee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper use of the said Easement Area, or any part thereof;

4. That once installed Grantee shall at all times keep the Drainage System in good working condition and repair and shall not let such Drainage System be obstructed from any cause whatsoever;

5. That Grantee shall exercise its rights hereunder in a manner which will not unreasonably interfere with the use of enjoyment of the subject property by Grantor;

6. That if Grantee shall at any time in the future once the same is installed remove the Drainage System from the Easement Area and should for a period of two (2) years fail to reinstall said Drainage System, then and in such event the easement granted as to the area devoted to such facility shall terminate if upon request of Grantor, Grantee submits an affidavit (1) stating the reason for cessation of use if applicable and (2) stating in said affidavit Grantee's intended use or abandonment thereof, or in the alternative, Grantor shall notify Grantee by certified mail in not less than thirty (30) days of its intention to file a statement of abandonment or cessation of use in order to effectuate the cancellation of this grant of easement as to such abandoned or unused area.

7. That when more than one person is involved in the grant of this Indenture and the covenants herein contained, the terms "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where appropriate, the masculine gender shall be deemed to include the feminine or neuter genders; and

8. That the term "Grantor" wherever used herein shall be held to mean and include Grantor, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean Grantee, its successors or permitted assigns, and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

NORTHAVON INVESTMENT LIMITED,  
a Liberian corporation

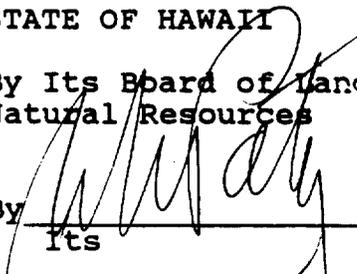
By 

THOMAS MICHAEL FOLEY  
Its Attorney-in-Fact

Grantor

STATE OF HAWAII

By Its Board of Land and  
Natural Resources

By 

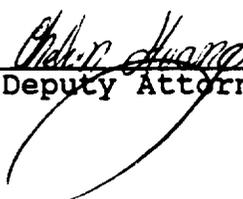
Its

By 

Its

Grantee

APPROVED AS TO FORM:

By 

Deputy Attorney General