

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

March 11, 2022

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

KAUA'I

AMENDMENT TO PRIOR BOARD ACTION OF FEBRUARY 4, 2022, ITEM E-1, FOR APPROVAL OF THE JULY 22, 2016 ASSIGNMENT OF GENERAL LEASE NO. SP0131 WILLIAM OLSON, ASSIGNOR, TO, ASSIGNEES, WILLIAM A. OLSON, AND JAN N. OLSON, TRUSTEES UNDER THAT CERTAIN WILLIAM A. OLSON AND JAN N. OLSON TRUST DATED JULY 22, 2016, FOR WAIMEA CANYON STATE PARK, LOT 72, KOKE'E CAMP SITE LOTS, WAIMEA (KONA), KAUA'I, HAWAII, TAX MAP KEY: (4) 1-4-004:068

APPLICANT:

William Olson, husband of Jan N. Olson, as Assignor, to William A. Olson and Jan N. Olson, as Trustees under that certain William A. Olson and Jan N. Olson Trust dated July 22, 2016, Assignees

LEGAL REFERENCE:

Section 171-36(a)(5), Hawai'i Revised Statutes, as amended.

LOCATION:

Lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4) 1-4-004:068, as shown on the legal description and survey map attached as Exhibit A to the attached EXHIBIT 1.

AREA:

0.56 acres, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: NO

CHARACTER OF USE:

Recreation – residence.

ITEM E-1

TERM OF LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028.

CURRENT ANNUAL RENTAL:

Five thousand five hundred dollars (\$5,500.00) annually due on the first of every January.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit fully executed assignment of lease and meet other requirements as described herein.

BACKGROUND:

At its October 22, 2021 meeting under Item E-3 (see staff submittal attached as EXHIBIT 1), the Board approved the consent to assign General Lease No. SP0131, Jan N. Olson, as Trustee of the William A. Olson and Jan N. Olson Trust, also known as William A. Olson, Assignor, to, Assignee, Olson Family Trust LLC, a Hawai'i Limited Liability Company, and amendment to correct the termination date of the General Lease to December 31, 2028.

Parks is requesting that the Board approve the interim 2016 assignment, attached as EXHIBIT 2. The Assignment of Lease dated July 22, 2016 between William Olson, Assignor and William A. Olson, and Jan N. Olson, Trustees, has been recorded by the Bureau of Conveyances on August 12, 2016, Document No. A – 60680640.

We previously took this to the Board on February 4, 2022, Item E-1 (see staff submittal attached as EXHIBIT 3), but inadvertently excluded that the assignment is to William A. Olson and Jan N. Olson, as Trustees under that certain William A. Olson and Jan N. Olson Trust dated July 22, 2016. This submittal corrects that omission.

Assignee 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 comments have been solicited or received from any agency or the community. Staff requests the approval.

RECOMMENDATION:

That the Board:

1. Approve the July 22, 2016 assignment of General Lease No. SP0131, William Olson, Assignor, to, Assignees, William A. Olson, and Jan N. Olson as Trustees under that certain William A. Olson and Jan N. Olson Trust dated July 22, 2016, for Waimea Canyon State Park, lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Hawai'i, Tax Map Key: (4) 1-4-004:068.

Respectfully submitted,

Curt A. Cottrell

CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:

Suzanne D. Case

SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

EXHIBIT 1 – October 22, 2021, BLNR Submittal (Item E-3) and exhibits thereto
<https://dlnr.hawaii.gov/wp-content/uploads/2021/10/E-3.pdf>

EXHIBIT 2 – Assignment of Lease recorded in the Bureau of Conveyances on August 12, 2016, Document No. A-60680640

EXHIBIT 3 – February 4, 2022, BLNR Submittal (Item E-1)
<https://dlnr.hawaii.gov/wp-content/uploads/2022/01/E-1-1.pdf>

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

October 22, 2021

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

KAUA'I

CONSENT TO ASSIGN GENERAL LEASE NO. SP0131, WILLIAM OLSON, ASSIGNOR,
TO, ASSIGNEE, OLSON FAMILY TRUST LLC, A HAWAII LIMITED LIABILITY
COMPANY

AND

AMENDMENT OF GENERAL LEASE NO. SP0131, WILLIAM OLSON, LESSEE, WAIMEA
CANYON STATE PARK, LOT 72, KOKE'E CAMP SITE LOTS, WAIMEA (KONA),
KAUAI, HAWAII, TAX MAP KEY: (4) 1-4-004:068. THE PURPOSE OF THE
AMENDMENT IS TO CORRECT THE TERMINATION DATE TO READ DECEMBER 31,
2028.

APPLICANT:

Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as
William A. Olson as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i
Limited Liability Company

LEGAL REFERENCE:

Section 171-36(a)(5), Hawai'i Revised Statutes, as amended.

LOCATION:

Lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-004:068,
as shown on the attached legal description and survey map labeled EXHIBIT A.

AREA:

0.56 acres, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: NO

Approved by the Board of
Land and Natural Resources
at its meeting held on
OCT 22 2021

ITEM E-3

EXHIBIT 1

CHARACTER OF USE:

Recreation – residence.

TERM OF LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028. There was one rental reopening scheduled after ten years, General Lease No. SP0131.

CURRENT ANNUAL RENTAL:

Five thousand five hundred dollars (\$5,500.00) annually due on the first of every January.

CONSIDERATION:

Ten dollars (\$10.00) and other valuable consideration.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit fully executed assignment of lease and meet other requirements as described herein.

BACKGROUND:

William Olson entered into a lease under General Lease No. SP0131 effective January 6, 2009 as a result of direct negotiations with the Department of Land and Natural Resources (DLNR) pursuant to Act 223 SLH 2008. William Olson held the previous lease covering the property and a revocable permit immediately prior to the new lease being issued.

By way of a letter dated July 16, 2021, Jan Olson, as Trustee of the William A. Olson and Jan N. Olson Trust, also known as William Olson, as Assignor, had informed State Parks that due to William Olson's medical condition, letter attached as **EXHIBIT B**, they wish to transfer the lease over to the Olson Family Trust LLC, a Hawai'i Limited Liability Company.

Jan Olson and her husband William Olson has a long history connection with Koke's camp site Lot 72. They both currently live on the island of Oahu and would visit and stay at the cabin whenever possible. Their daughter grew up staying at the cabin often. Here Jan shares a brief memory:

"The first time I saw our cabin I fell in love. There is a magic there that is hard to describe. It's like you are in a little bit of a dream. We had a tradition of spending the Thanksgiving 4-day holiday there. (I was a teacher at a public school, Sunset

Beach Elementary School, for over 35 years.) We'd fly over to Kauai Wednesday night and shop at the Big Save Market in Waimea. (I would bring over a frozen turkey in my luggage.) Then we would drive up the "long and winding road" to our cabin. Thursday the windows would fog up with all the steam from the cooking and preparations for the feast. Friday and Saturday, we'd feast on the leftovers and Sunday return home. I never wanted to leave the cabin, every single time. We loved it so."

With Mr. Olson's medical condition, he can no longer travel there. However, Olson's daughter and her 'ohana would love to keep the cabin in the family and continue using it. As part of their estate planning, they wish to transfer the lease over to the Olson Family Trust LLC.

REMARKS:

Lessee is in compliance with the rent as well as the liability insurance required pursuant to the terms of the lease.

Staff notes that the term of the lease is for a period of 20 years commencing January 1, 2009. On the first page of the lease, however, the termination date is listed as December 31, 2029 in error. This would indicate a 21-year lease and is inconsistent with Act 223. Upon consultation with the Department of the Attorney General, a simple amendment can be made to the lease correcting the termination date to read December 31, 2028. Staff recommends this be completed simultaneously with the other documents necessary for the assignment.

The Assignee 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 comments have been solicited or received from any agency or the community. Staff has no objections to this request.

RECOMMENDATION:

That the Board consent to the assignment of General Lease No. SP0131, Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as William A. Olson, as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i Limited Liability Company, subject to the terms above which are hereby incorporated by reference and further subject to the following:

- a. That the lease be amended to correct the termination date to read December 31, 2028;
- b. The standard terms and conditions of the most current consent and/or amendment to lease forms, as may be amended from time to time;
- d. Review and approval by the Department of the Attorney General; and,

October 22, 2021

- e. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

Curt A. Cottrell

CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:

Suzanne D. Case

SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

ATTACHMENTS:
EXHIBIT A – Lot 72 Location
EXHIBIT B – Affidavit, Letter of Request



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

RECORDS - NAUAI FILE
FOLDER 3

HONOLULU

November 2, 1966

KOKEE CAMP SITE LOTS

LOT 72

Waimea (Kona), Kauai, Hawaii

Being a portion of Kokee Park
(Governor's Executive Order 1509)

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet North and 298.03 feet West, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from True South:-

- | | | |
|----|--------------|--|
| 1. | 183° 04' | 94.34 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 2. | 292° 17' | 81.94 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 3. | 287° 00' | 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 4. | 31° 37' 30" | 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 5. | 127° 51' 30" | 185.24 feet along Lot 73 of Kokee Camp Site Lots to the point of beginning and containing an AREA OF 0.96 ACRES. |

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: *Alira Taga*
Alira Taga
Land Surveyor vt

Compiled from maps by
Henry Sumida and Associates, Inc. and Govt.
Survey Records.

EXHIBIT "A"
EXHIBIT A



Law Offices of Einwechter and Hyatt

Serving California and Hawaii
59-780 Kapuhi Pl. Haleiwa, Hawaii 96712
Phone: (808) 452-1390 Email: mike@EandHLegal.com

July 16, 2021

State of Hawaii
Dept. Of Land and Natural Resources
Division of State Parks
ATTN: Keiki Kipapa
1151 Punchbowl St. Rm 310
Honolulu, HI 96813

RE: Assignment of Lease SP-0131

Aloha Ms. Kipapa,

You and I have spoken on the phone and exchanged emails about the enclosed lease assignment. My firm represents Ms. Jan Olson as Trustee of the William A. Olson and Jan N. Olson Trust. William and Jan greatly enjoyed their Kokee cabin but in recent years have not been able to travel to Kauai as often. Jan, as the Trustee, wishes now to assign the lease to the Olson Family LLC so that her family may continue to enjoy the property.

The trust is receiving no compensation for the assignment. Enclosed with this letter you will also find the signed assignment which includes a consent to the assignment in the same document. Finally, a copy of the lease, Jan's power of attorney for William, and a letter establishing Jan's authority as sole trustee are also enclosed. An original and 2 copies of all documents are enclosed.

Please feel free to contact me anytime at 808-452-1393 or by email at mike@eandhlegal.com. I would be happy to provide any additional documents or information in order to expedite the approval of this assignment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Sweetman".

Michael Sweetman

Enclosures

1. Assignment of Lease/Consent
2. Original Lease
3. Power of Attorney
4. Letter of Incapacity

EXHIBIT B

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail To:

**Einwechter & Hyatt LLP
A Limited Liability Law Partnership
Michael Sweetman
59-780 Kapuhi PL Haleiwa, HI 96712
Telephone: (808) 452-1393**

Total Pages:

**KOKEE CAMP SITE LOTS; LOT 72
TMK No. (4) 1-4-004-068**

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this 13th day of July, 2021, by and between JAN N. OLSON, as Trustee under that certain unrecorded William A. Olson and Jan N. Olson Trust dated July 22, 2016, made by said William A. Olson and Jan N. Olson, as Settlers, with full powers and authority to sell, convey, exchange, mortgage, lease and otherwise dispose of the property herein described, hereinafter collectively called the "Assignor" and OLSON FAMILY TRUST LLC, a Hawaii limited liability company hereinafter called "Assignee", whose address is 59-229A. Ke Nui Road Haleiwa, Hawaii 96712 and STATE OF HAWAII hereinafter referred to as "Lessor", by its Board of Land and Natural Resources.

WITNESSETH:

That the Assignor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, all of the Assignor's estate, right, title and interest in and to the State of Hawaii Department of Land and Natural Resources General Lease No. SP-0131 attached hereto as Exhibit A and incorporated herein by this reference (hereinafter "Lease"), and all buildings, improvements, rights, easements, privileges and appurtenances situated on or used, occupied and enjoyed in connection with said Lease and

the land thereby demised therein including without limitation, the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same, together with the buildings, the improvements thereon, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining thereto or held and enjoyed therewith, unto the Assignee and their respective successors and assigns, for the rest, residue and remainder of the term of the Lease referred to in said Exhibit A, upon and subject to the rents, terms, covenants, conditions and provisions therein contained and on the part of the Lessee under said Lease to be observed and performed, as the same now exist or as it may hereafter be amended, with full power as to the interests in the property hereby conveyed in the Assignee.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the property described herein; that said Lease is in full force and effect and is not in default; 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 be specifically set forth in said Exhibit A; that the Assignor has good right to sell and assign said property, as aforesaid; and that the Assignor will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Assignor under this paragraph and under this assignment shall be limited to the extent of Assignor's recourse against Assignor's predecessors in interest and Assignor's actual title insurance coverage, if any, and Assignor shall have no other liability hereunder and Assignee shall have no recourse against any assets of Assignor other than Assignor's rights against predecessors in interest and title insurance coverage. Assignor hereby assigns to Assignee all rights of Assignor to recover from Assignor's predecessors in interest under warranties and covenants of title.

The Assignee, in consideration of the foregoing, does hereby promise, covenant and agree to and with the Assignor and to and with the Lessor under said Lease, that the Assignee will, during the remainder of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which are or ought to be observed and performed by the Lessee named therein, and will at all times indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions and each of them.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns.

In consideration of the covenants of the Assignee set forth herein, the Lessor of said Lease, by joiner herein, or by separate consent attached hereto, does hereby consent to the Assignment upon the express condition, however, to the extent permitted by law and said Lease, all rights of the Lessor under said Lease against the Assignor are reserved and that this consent shall not authorize nor be deemed to authorize any other or further assignment of said Lease,

except as therein provided, nor be construed as a waiver of any terms, covenants or conditions in said Lease.

By execution of this Assignment of Lease instrument, the Assignee hereby accepts the assignment of the Lease.

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.

The terms "Assignor," "Assignee," "Lessor" and "Lessee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof. If this instrument shall be signed by two or more Assignors or by two or more Assignees, all covenants of such Assignor or such Assignee shall for all purposes be joint and several. The term "Lease" herein shall mean and include said Lease and any amendments thereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURES FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this instrument on the day and year first above written.

ASSIGNOR



JAN N. OLSON, Trustee

**ASSIGNEE
OLSON FAMILY LLC**

By: 

TIMOTHY S. HONDERICK, Manager

**LESSOR
STATE OF HAWAII**

By: _____
Chairperson and Member
Board of Land and Natural Resources

APPROVED AS TO FORM:

Print:
Deputy Attorney General

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

On 7/13/2021, before me personally appeared JAN N. OLSON, to me known to be said person who executed this 6th page Assignment of Lease, dated 7/13/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N.K.C.K. Infante

Print Name: Jamie N.K.C.K. Infante

Notary Public, State of Hawaii

My commission expires: 6/14/2023

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

On 7/17/2021, before me personally appeared TIMOTHY HONDERICK, to me known to be said person who executed this 6 page Assignment of Lease, dated 7/17/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N.K.C.K. Infante

Print Name: Jamie N.K.C.K. Infante

Notary Public, State of Hawaii

My commission expires: 6/14/2023

EXHIBIT A

STATUTORY FORM POWER OF ATTORNEY
(Effective Upon Incapacity)

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property, including your money, only if you become unable to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act in chapter 551E, Hawaii Revised Statutes.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

As stated in the Special Instructions, this power of attorney becomes effective upon your incapacity.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT. I, WILLIAM A. OLSON, also known as William Arthur Olson, the principal, name the following person as my agent:

JAN N. OLSON, also known as Jan Newcomer Olson
Relationship to principal: Spouse
Address: 59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

DESIGNATION OF SUCCESSOR AGENT. If my agent is unable or unwilling to act for me, I name the following person as my successor agent:

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
Address: 6942 N. Villard Avenue
Portland, Oregon 97217
Telephone: (617) 921-4012

DESIGNATION OF SECOND SUCCESSOR AGENT. If my successor agent is unable or unwilling to act for me, I name the following person as my second successor agent:

CALEB JEFFREY TILLEY
Relationship to principal: Stepson
Address: P.O. Box 194
Haleiwa, Hawaii 96712
Telephone: (808) 428-7924

GRANT OF GENERAL AUTHORITY. I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the aforementioned Uniform Power of Attorney Act:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Entity or Business
- Insurance and Annuities
- Estates, Trusts, and Other Beneficial Interests
- Claims and Litigation
- Personal and Family Maintenance
- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Taxes
- All Preceding Subjects

*mm
A.P.*

GRANT OF SPECIFIC AUTHORITY. My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. **INITIAL ONLY** the specific authority you WANT to give your agent, and **LINE OUT** the specific authority that you do NOT WANT to give your agent; OR you may initial "None of the Preceding Specific Acts" if you do not wish to grant any specific authority to your agent. **NOTARY: Please initial all changes to the form.**)

- Create, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of the Uniform Power of Attorney Act under section 551E-47, Hawaii Revised Statutes, and any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate
- None of the* None of the Preceding Specific Acts

LIMITATION ON AGENT'S AUTHORITY. An agent who is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS. The following are my special instructions:

This power of attorney shall become effective upon my incapacity. For purposes of this instrument, the determination of my incapacity shall be made by one licensed medical doctor. In order to make a determination of whether I have become incapacitated, all of my health and medical information relating to the determination of whether or not I am incapacitated may be released to my said agent, to include any written opinion relating to my incapacity. Regardless of anything to the contrary in this instrument, this release is effective immediately, and shall apply even if my said agent's authority has not yet been effectuated.

EFFECTIVE DATE. As stated in the Special Instructions, this power of attorney becomes effective upon my incapacity.

NOMINATION OF CONSERVATOR. If it becomes necessary for a court to appoint a conservator or guardian of the property of my estate ("conservator"), I nominate the following persons for appointment, in the following order of priority:

1. **JAN N. OLSON**, also known as Jan Newcomer Olson
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. **FIRST HAWAIIAN BANK**
Relationship to principal: None
Address: 999 Bishop Street
Honolulu, Hawaii 96813
Telephone: (808) 525-6340

AND

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
(same Address and Telephone as shown above)

3. **FIRST HAWAIIAN BANK**
Relationship to principal: None
(same Address and Telephone as shown above)

AND

CALEB JEFFREY TILLEY:
Relationship to principal: Stepson
(same Address and Telephone as shown above)

4. **FIRST HAWAIIAN BANK**
Relationship to principal: None
(same Address and Telephone as shown above)

NOMINATION OF GUARDIAN. If it becomes necessary for a court to appoint a guardian of my person, I nominate the following persons for appointment, in the following order of priority:

1. **JAN N. OLSON**, also known as Jan Newcomer Olson
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. **CALEB JEFFREY TILLEY:**
Relationship to principal: Stepson
(same Address and Telephone as shown above)

3. **CARRIE TILLEY ALEXANDER**
Relationship to principal: Stepdaughter
(same Address and Telephone as shown above)

RELIANCE ON THIS POWER OF ATTORNEY. Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it, unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL.

IN WITNESS WHEREOF, I have signed this instrument this 22nd day of July, 2016.



WILLIAM A. OLSON, also known as
William Arthur Olson
59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

This Statutory Form Power of Attorney (Effective Upon Incapacity) was prepared by

GOODSILL ANDERSON QUINN & STIFEL
A LIMITED LIABILITY LAW PARTNERSHIP LLP

By: Judy Y. Lee, Esq.

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

On JUL 22 2016, before me personally appeared WILLIAM A. OLSON, also known as William Arthur Olson (the "Principal"), to me known to be the person described in and who executed this 6-page Statutory Form Power of Attorney (Effective Upon Incapacity) dated JUL 22 2016, in the First Circuit of the State of Hawaii, and acknowledged that the Principal executed the same as the Principal's free act and deed.




Print name: MURIEL C. MARCINIAK
Notary Public, State of Hawaii

My Commission expires: OCT 12, 2016



MRN: 2050036

2/23/2021

William A Olson
59-235 Ke Nui Rd House C
Haleiwa HI 96712

To whom this may concern:

I have been asked to write a letter stating my medical opinion regarding the condition of William A Olson. I am a physician licensed to practice in the State of Hawaii. I am a fellowship trained specialist in geriatrics (with expertise in the area of dementia). Based on history, diagnostic evaluation and examination on 2/23/2021, William A Olson has a diagnosis of Alzheimer's Disease that is moderate in severity. William A Olson is now impaired to the degree that he is not able to remember factual information. He is unable to weigh risks and benefits to be able to make health care decisions. He lacks the cognitive ability to take medication, or keep medical appointments. He has no insight regarding his impairments.

It is my professional opinion that William A Olson is mentally impaired to the degree that he is unable to make health care decisions in his own best self interest.

He is unable to receive & evaluate information or make or communicate decisions to such an extent that he lacks the ability to meet the essential requirements for physical health, safety, and self care, even with the appropriate & reasonable available technological assistance & that therefore, William A Olson is in need of full guardianship. His condition is permanent and further decline is likely.

The information in this letter is privileged and confidential and dissemination beyond its intended purpose is prohibited.

Sincerely,

A handwritten signature in black ink, appearing to read "Serena H Y Lo".

SERENA H Y LO MD

WAIPIO MEDICAL OFFICE
GERIATRIC MEDICINE
94-1480 MOANIANI STREET
WAIPAHU HI 96797
Dept Phone: 808-432-8000 kp.org



KAISER PERMANENTE.

Information About Health Care Decisional Capacity Assessments

Decisional Capacity Assessments in General

We're often asked to have our doctors make assessments about a Kaiser Permanente member's ability to make decisions about their health care and also whether they can make other decisions about their life – including decisions about where they want to live, who should manage their assets, how to use their assets and how those assets should be distributed after death. This will provide guidance on the types of assessments we can do, what we are not able to do, and alternatives.

What We Can Do

As necessary, our physicians will provide a medical decisional capacity assessment if there is question of whether a member has the capacity to make health care decisions, or for other medically-related reasons, including placement in an appropriate care setting. If you feel this is needed, please discuss it with your physician or your family member's physician. Keep in mind that this is only done when there seems to be a legitimate issue of whether or not a person has the ability to make decisions about their own health care.

What We Can Not Do

We will not provide assessments of a member's decision making on other non-medically related matters, such as where they prefer to live (other than for purposes of safe discharge to a medically appropriate care setting), who should manage their assets, how to use their assets and how those assets should be distributed after death. This type of non-medically related assessment is not a covered benefit under any Kaiser Permanente plan. Additionally, we find that doing these kinds of assessments often ends up getting our physicians into the middle of family issues that may interfere with their primary objective of providing great care to our members, while also developing and maintaining good relationships with the families of our members.

Where Else Can We Get a Decisional Capacity Assessment Done?

If you or a family member needs a decisional capacity assessment (sometimes called a "competency evaluation") that goes beyond medical decision-making, there are other physicians and medical professionals in the community who provide these types of evaluations. The following is a list of those who we understand to be willing to provide these types of competency evaluations for a fee (and there may also be others in the community willing to do such an evaluation). The list is in alphabetical order and we make no representations about who might be better than others at doing this. Again, this is not a covered benefit and you will need to make arrangements to pay for such service on your own.

Marvin Acklin, Ph.D.
850 W. Hind Drive, #203
Honolulu, HI 96821
phone: (808) 373-3880

George Bussey, M.D.
27 Kalaka Place
Kailua, HI 96734
Phone: (808) 260-8853

Todd Elwyn, M.D.
P.O. Box 240562
Honolulu, HI 96824-0052
phone: (808) 445-8386

Alan Buffenstein, M.D.
200 N. Vineyard Blvd., Ste. 253
Honolulu, HI 96817
phone: (808) 548-8400

Raymond Davidson, M.D.
2228 Liliha Street, Ste. 404
Honolulu, HI 96817
phone: (808) 388-8851
(Oahu and Hawaii Island only)

Shella Wendler, M.D.
6800 Kalaniana'ole Highway
Honolulu, HI 96825
Phone: (808) 394-2800



2/AL



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

August 12, 2016 3:29 PM

Doc No(s) A-60680640



1 1/1 SKC
8-32852136

/s/ LESLIE T. KOBATA
ACTING REGISTRAR

Conveyance Tax: \$0.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:
GOODSILL ANDERSON QUINN & STIFEL
A Limited Liability Law Partnership LLP
Judy Y. Lee, Esq.
First Hawaiian Center
999 Bishop Street, Suite 1600
Honolulu, HI 96813
Telephone: (808) 547-5600

Total Pages: 5

KOKEE CAMP SITE LOTS; LOT 72
TMK No. (4) 1-4-004-068

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this 22nd day of July, 2016, by and between
WILLIAM OLSON, husband of Jan N. Olson, of the City and County of Honolulu, State of
Hawaii, hereinafter called the "**Assignor**," and

WILLIAM A. OLSON, and **JAN N. OLSON**, whose address is 59-235-C Ke
Nui Road, Haleiwa, Hawaii 96712, as Trustees under that certain unrecorded William A. Olson
and Jan N. Olson Trust dated July 22, 2016, made by said William A. Olson and Jan N. Olson, as
Settlors and Trustees, with full powers and authority to sell, convey, exchange, mortgage, lease
and otherwise dispose of the property herein described, hereinafter collectively called the
"**Assignee**";

WITNESSETH:

That the Assignor, in consideration of Ten Dollars (\$10.00) and other valuable
consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged,
docs hereby sell, assign, transfer and set over unto the Assignee, and the Assignee's successors in
trust and assigns, all of the Assignor's right, title and interest in and to the Lease described in
Exhibit A attached hereto and hereby made a part hereof;

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

TO HAVE AND TO HOLD the same, together with the buildings, the improvements thereon, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining thereto or held and enjoyed therewith, unto the Assignee, as Trustees as aforesaid, and their respective successors in trust and assigns, for the rest, residue and remainder of the term of the Lease referred to in said **Exhibit A**, upon and subject to the rents, terms, covenants, conditions and provisions therein contained and on the part of the Lessee under said Lease to be observed and performed, but in trust nevertheless for the uses and purposes set forth in the aforesaid Trust, as the same now exist or as it may hereafter be amended, with full power as to the interests in the property hereby conveyed in the Assignee, and their respective successors in trust and assigns, to deal with said property in accordance with the terms of the aforesaid Trust.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the property described herein; that said Lease is in full force and effect and is not in default; 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 be specifically set forth in said **Exhibit A**; that the Assignor has good right to sell and assign said property, as aforesaid; and that the Assignor will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Assignor under this paragraph and under this assignment shall be limited to the extent of Assignor's recourse against Assignor's predecessors in interest and Assignor's actual title insurance coverage, if any, and Assignor shall have no other liability hereunder and Assignee shall have no recourse against any assets of Assignor other than Assignor's rights against predecessors in interest and title insurance coverage. Assignor hereby assigns to Assignee all rights of Assignor to recover from Assignor's predecessors in interest under warranties and covenants of title.

The Assignee, as Trustees as aforesaid, in consideration of the foregoing, does hereby promise, covenant and agree to and with the Assignor and to and with the Lessor under said Lease, that the Assignee, as Trustees as aforesaid, will, during the remainder of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which are or ought to be observed and performed by the Lessee named therein, and will at all times indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions and each of them.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns.

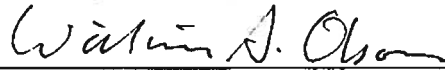
The terms "Assignor," "Assignee," "Lessor" and "Lessee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof. If this instrument shall be signed by two or more Assignors or by two or more Assignees, all covenants of such Assignor or such Assignee shall for all purposes be joint and several. The term "Lease" herein shall mean and include said Lease and any amendments thereto.

IN WITNESS WHEREOF, the Assignor and the Assignee, as Trustees as aforesaid, have executed this instrument on the day and year first above written.



WILLIAM OLSON

Assignor



WILLIAM A. OLSON, as Trustee as aforesaid



JAN N. OLSON, as Trustee as aforesaid

Assignee

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

On JUL 22 2016, before me personally appeared
WILLIAM OLSON, to me known to be said person who executed this 5-page Assignment of
Lease, dated JUL 22 2016 in the First Circuit of the State of Hawaii, as the free act
and deed of said person, and if applicable in the capacity shown, having been duly authorized to
execute such instrument in such capacity.



Michael Alexander
Print Name:

NOTARY PUBLIC, State of Hawaii
My commission expires:
MICHAEL ALEXANDER
Notary Public, State of Hawaii
My Commission Expires: 5/4/2018

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

On JUL 22 2016, before me personally appeared
WILLIAM A. OLSON and JAN N. OLSON, to me known to be said persons who executed this
5-page Assignment of Lease, dated JUL 22 2016 in the First Circuit of the State of
Hawaii, as the free act and deed of said persons, and if applicable in the capacities shown, having
been duly authorized to execute such instrument in such capacities.



Michael Alexander
Print Name:

NOTARY PUBLIC, State of Hawaii
My commission expires:
MICHAEL ALEXANDER
Notary Public, State of Hawaii
My Commission Expires: 5/4/2018

EXHIBIT A

LEASE (GENERAL) NO. SP-0131

LESSOR : STATE OF HAWAII, by its Board of Land and Natural Resources
LESSEE : WILLIAM OLSON
DATED : January 6, 2009
TERM : Twenty (20) years commencing on the first day of January 2009, up to and including the 31st day of December 2029

leasing and demising the following:

All of that certain parcel of land (being portion of the land described in and covered by the Government (Crown) Land of Waimea) situate, lying and being at Waimea (Kona), Island and County of Kauai, State of Hawaii, being LOT 72, KOKEE CAMP SITE LOTS, portion of Kokee Park (Governor's Executive Order 1509) and described as follows:

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet north and 298.03 feet west, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from true South:

1. 183° 04' 94.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
2. 292° 17' 81.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
3. 287° 00' 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
4. 31° 37' 30" 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
5. 127° 51' 30" 185.24 feet along Lot 73 to Kokee Camp Site Lots to the point of beginning and containing an area of 0.56 acre, more or less.

SUBJECT, HOWEVER, to the following encumbrances:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in the Lease(s).

5936718.1

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

February 4, 2022

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

KAUA'I

REQUEST THE APPROVAL TO RETROACTIVELY CONSENT TO THE 2016 ASSIGNMENT OF GENERAL LEASE NO. SP0131, WILLIAM OLSON, ASSIGNOR, TO ASSIGNEES, WILLIAM OLSON AND JAN N. OLSON, FOR WAIMEA CANYON STATE PARK, LOT 72, KOKE'E CAMP SITE LOTS, WAIMEA (KONA), KAUA'I, HAWAI'I, TAX MAP KEY: (4) 1-4-004:068

APPLICANT:

Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as William A. Olson as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i Limited Liability Company

LEGAL REFERENCE:

Section 171-36(a)(5), Hawai'i Revised Statutes, as amended.

LOCATION:

Lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-004:068, as shown on the attached legal description and survey map labeled EXHIBIT A.

AREA:

0.56 acres, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: NO

CHARACTER OF USE:

Recreation – residence.

Approved by the Board of
Land and Natural Resources
at its meeting held on
FEB 4 2022

ITEM E-1
EXHIBIT 3

TERM OF LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028. There was one rental reopening scheduled after ten years, General Lease No. SP0131.

CURRENT ANNUAL RENTAL:

Five thousand five hundred dollars (\$5,500.00) annually due on the first of every January.

CONSIDERATION:

Ten dollars (\$10.00) and other valuable consideration.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit fully executed assignment of lease and meet other requirements as described herein.

BACKGROUND:

At its October 22, 2021 meeting, attached as EXHIBIT A, the Board approved Item E-3, the consent to assign General Lease no. SP0131, William Olson, Assignor, to, Assignee, Olson Family Trust LLC, a Hawai'i Limited Liability Company, and amendment to correct the termination date to read December 31, 2028.

Upon consultation with the Department of the Attorney General, the Department of Land and Natural Resources, Division of State Parks is to request a retroactively approved 2016 assignment, attached as EXHIBIT B. The Assignment of Lease dated July 22, 2016 between William Olson, Assignor and William Olson and Jan N. Olson, has been recorded by the Bureau of Conveyances on August 12, 2016, Document No. Doc A – 60680640.

Assignee 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 comments have been solicited or received from any agency or the community. Staff requests the approve .

RECOMMENDATION:

That the Board:

1. Approve the request to retroactively consent to the 2016 assignment of General Lease No. SP0131, William Olson, Assignor, to, Assignees, William Olson, and Jan N. Olson, for Waimea Canyon State Park, lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Hawai'i, Tax Map Key: (4) 1-4-004:068

Respectfully submitted,

Curt A. Cottrell

CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:

Suzanne D. Case

SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

EXHIBIT A – Approved BLNR Item E-3

EXHIBIT B – Assignment of Lease, BOC Doc. A 60680640

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

October 22, 2021

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

KAUA'I

CONSENT TO ASSIGN GENERAL LEASE NO. SP0131, WILLIAM OLSON, ASSIGNOR,
TO, ASSIGNEE, OLSON FAMILY TRUST LLC, A HAWAII LIMITED LIABILITY
COMPANY

AND

AMENDMENT OF GENERAL LEASE NO. SP0131, WILLIAM OLSON, LESSEE, WAIMEA
CANYON STATE PARK, LOT 72, KOKE'E CAMP SITE LOTS, WAIMEA (KONA),
KAUA'I, HAWAII, TAX MAP KEY: (4) 1-4-004:068. THE PURPOSE OF THE
AMENDMENT IS TO CORRECT THE TERMINATION DATE TO READ DECEMBER 31,
2028.

APPLICANT:

Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as
William A. Olson as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i
Limited Liability Company

LEGAL REFERENCE:

Section 171-36(a)(5), Hawai'i Revised Statutes, as amended.

LOCATION:

Lot 72, Koke'e Camp Site Lots, Waimea (Kona), Kaua'i, Tax Map Key: (4)1-4-004:068,
as shown on the attached legal description and survey map labeled EXHIBIT A.

AREA:

0.56 acres, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: NO

Approved by the Board of
Land and Natural Resources
at its meeting held on
OCT 22 2021

ITEM E-3
EXHIBIT A

CHARACTER OF USE:

Recreation – residence.

TERM OF LEASE:

Twenty (20) years, commencing January 1, 2009, and expiring on December 31, 2028. There was one rental reopening scheduled after ten years, General Lease No. SP0131.

CURRENT ANNUAL RENTAL:

Five thousand five hundred dollars (\$5,500.00) annually due on the first of every January.

CONSIDERATION:

Ten dollars (\$10.00) and other valuable consideration.

APPLICANT REQUIREMENTS:

Applicant/Assignee shall prepare and submit fully executed assignment of lease and meet other requirements as described herein.

BACKGROUND:

William Olson entered into a lease under General Lease No. SP0131 effective January 6, 2009 as a result of direct negotiations with the Department of Land and Natural Resources (DLNR) pursuant to Act 223 SLH 2008. William Olson held the previous lease covering the property and a revocable permit immediately prior to the new lease being issued.

By way of a letter dated July 16, 2021, Jan Olson, as Trustee of the William A. Olson and Jan N. Olson Trust, also known as William Olson, as Assignor, had informed State Parks that due to William Olson's medical condition, letter attached as **EXHIBIT B**, they wish to transfer the lease over to the Olson Family Trust LLC, a Hawai'i Limited Liability Company.

Jan Olson and her husband William Olson has a long history connection with Koke'e camp site Lot 72. They both currently live on the island of Oahu and would visit and stay at the cabin whenever possible. Their daughter grew up staying at the cabin often. Here Jan shares a brief memory:

"The first time I saw our cabin I fell in love. There is a magic there that is hard to describe. It's like you are in a little bit of a dream. We had a tradition of spending the Thanksgiving 4-day holiday there. (I was a teacher at a public school, Sunset

Beach Elementary School, for over 35 years.) We'd fly over to Kauai Wednesday night and shop at the Big Save Market in Waimea. (I would bring over a frozen turkey in my luggage.) Then we would drive up the "long and winding road" to our cabin. Thursday the windows would fog up with all the steam from the cooking and preparations for the feast. Friday and Saturday, we'd feast on the leftovers and Sunday return home. I never wanted to leave the cabin, every single time. We loved it so."

With Mr. Olson's medical condition, he can no longer travel there. However, Olson's daughter and her 'ohana would love to keep the cabin in the family and continue using it. As part of their estate planning, they wish to transfer the lease over to the Olson Family Trust LLC.

REMARKS:

Lessee is in compliance with the rent as well as the liability insurance required pursuant to the terms of the lease.

Staff notes that the term of the lease is for a period of 20 years commencing January 1, 2009. On the first page of the lease, however, the termination date is listed as December 31, 2029 in error. This would indicate a 21-year lease and is inconsistent with Act 223. Upon consultation with the Department of the Attorney General, a simple amendment can be made to the lease correcting the termination date to read December 31, 2028. Staff recommends this be completed simultaneously with the other documents necessary for the assignment.

The Assignee 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 comments have been solicited or received from any agency or the community. Staff has no objections to this request.

RECOMMENDATION:

That the Board consent to the assignment of General Lease No. SP0131, Jan N. Olson, as Trustee of William A. Olson and Jan N. Olson Trust, also known as William A. Olson, as Assignor, to Assignee, the Olson Family Trust LLC, a Hawai'i Limited Liability Company, subject to the terms above which are hereby incorporated by reference and further subject to the following:

- a. That the lease be amended to correct the termination date to read December 31, 2028;
- b. The standard terms and conditions of the most current consent and/or amendment to lease forms, as may be amended from time to time;
- d. Review and approval by the Department of the Attorney General; and,

October 22, 2021

- e. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

C. Cottrell

CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:

Suzanne D. Case

SUZANNE D. CASE
Chairperson
Board of Land and Natural Resources

ATTACHMENTS:
EXHIBIT A – Lot 72 Location
EXHIBIT B – Affidavit, Letter of Request



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

RECORDS - KAUAI FILE
FOLDER 3

November 2, 1966

KOKEE CAMP SITE LOTS

LOT 73

Waimea (Kona), Kauai, Hawaii

Being a portion of Kokee Park
(Governor's Executive Order 1509)

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet North and 298.03 feet West, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from True South:-

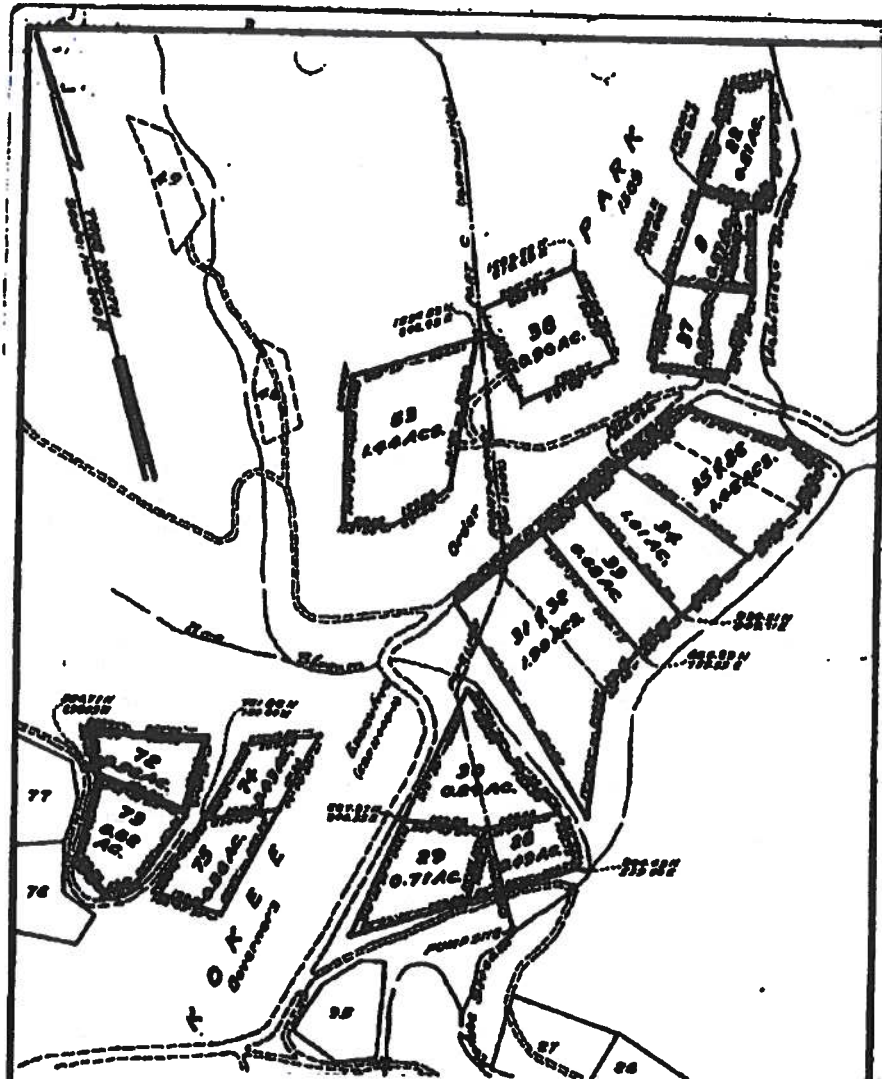
- | | |
|-----------------|--|
| 1. 183° 04' | 94.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 2. 292° 17' | 81.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 3. 287° 00' | 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 4. 31° 37' 30" | 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe; |
| 5. 127° 51' 30" | 185.24 feet along Lot 73 of Kokee Camp Site Lots to the point of beginning and containing an AREA OF 0.56 ACRES. |

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: *Alvin Taha*
Alvin Taha
Land Surveyor vt

Compiled from maps by
Henry Sumida and Associates, Inc. and Govt.
Survey Records.

EXHIBIT 'A'
EXHIBIT A



KOKEE CAMP SITE LOTS
LOTS 28, 29, 30, 31, 32, 33, 34, 35, 36,
37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47, 48, 49, 50, 51, 52, 53,
54, 55, 56, 57, 58, 59, 60, 61,
62, 63, 64, 65, 66, 67, 68,
69, 70, 71, 72, 73, 74, 75,
76, 77, 78, 79, 80, 81, 82,
83, 84, 85, 86, 87, 88,
89, 90, 91, 92, 93, 94,
95, 96, 97, 98, 99, 100

Waimea, (Nona) Kauai, Hawaii

EXHIBIT "B"

Scale: 1 inch = 200 feet

Lots 8 and 87 (combined) Survey and description dated July 12, 1905. All corners marked with pipes (ordinance referred to as 1905 S.A.)

JOB # 1-1000
C. B.

TAX MAP 1-1-00
SCALE FILE
NOV 2 1925

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

PL. Nov 2, 1925



Law Offices of Einwechter and Hyatt

Serving California and Hawaii
59-780 Kapuhi Pl. Hahaione, Hawaii 96712
Phone: (808) 452-1390 Email: mike@EandHLegal.com

July 16, 2021

State of Hawaii
Dept. Of Land and Natural Resources
Division of State Parks
ATTN: Keiki Kipapa
1151 Punchbowl St. Rm 310
Honolulu, HI 96813

RE: Assignment of Lease SP-0131

Aloha Ms. Kipapa,

You and I have spoken on the phone and exchanged emails about the enclosed lease assignment. My firm represents Ms. Jan Olson as Trustee of the William A. Olson and Jan N. Olson Trust. William and Jan greatly enjoyed their Kokee cabin but in recent years have not been able to travel to Kauai as often. Jan, as the Trustee, wishes now to assign the lease to the Olson Family LLC so that her family may continue to enjoy the property.

The trust is receiving no compensation for the assignment. Enclosed with this letter you will also find the signed assignment which includes a consent to the assignment in the same document. Finally, a copy of the lease, Jan's power of attorney for William, and a letter establishing Jan's authority as sole trustee are also enclosed. An original and 2 copies of all documents are enclosed.

Please feel free to contact me anytime at 808-452-1393 or by email at mike@eandhlegal.com. I would be happy to provide any additional documents or information in order to expedite the approval of this assignment.

Sincerely,



Michael Sweetman

Enclosures

1. Assignment of Lease/Consent
2. Original Lease
3. Power of Attorney
4. Letter of Incapacity

EXHIBIT B

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail To:
Einwechter & Hyatt LLP
A Limited Liability Law Partnership
Michael Sweetman
59-780 Kapuhi PL Haleiwa, HI 96712
Telephone: (808) 452-1393

Total Pages:

KOKEE CAMP SITE LOTS; LOT 72
TMK No. (4) 1-4-004-068

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this 13th day of July, 2021, by and between JAN N. OLSON, as Trustee under that certain unrecorded William A. Olson and Jan N. Olson Trust dated July 22, 2016, made by said William A. Olson and Jan N. Olson, as Settlers, with full powers and authority to sell, convey, exchange, mortgage, lease and otherwise dispose of the property herein described, hereinafter collectively called the "Assignor" and OLSON FAMILY TRUST LLC, a Hawaii limited liability company hereinafter called "Assignee", whose address is 59-229A. Ke Nui Road Haleiwa, Hawaii 96712 and STATE OF HAWAII hereinafter referred to as "Lessor", by its Board of Land and Natural Resources.

WITNESSETH:

That the Assignor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, all of the Assignor's estate, right, title and interest in and to the State of Hawaii Department of Land and Natural Resources General Lease No. SP-0131 attached hereto as Exhibit A and incorporated herein by this reference (hereinafter "Lease"), and all buildings, improvements, rights, easements, privileges and appurtenances situated on or used, occupied and enjoyed in connection with said Lease and

the land thereby demised therein including without limitation, the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same, together with the buildings, the improvements thereon, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining thereto or held and enjoyed therewith, unto the Assignee and their respective successors and assigns, for the rest, residue and remainder of the term of the Lease referred to in said Exhibit A, upon and subject to the rents, terms, covenants, conditions and provisions therein contained and on the part of the Lessee under said Lease to be observed and performed, as the same now exist or as it may hereafter be amended, with full power as to the interests in the property hereby conveyed in the Assignee.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the property described herein; that said Lease is in full force and effect and is not in default; 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 be specifically set forth in said Exhibit A; that the Assignor has good right to sell and assign said property, as aforesaid; and that the Assignor will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Assignor under this paragraph and under this assignment shall be limited to the extent of Assignor's recourse against Assignor's predecessors in interest and Assignor's actual title insurance coverage, if any, and Assignor shall have no other liability hereunder and Assignee shall have no recourse against any assets of Assignor other than Assignor's rights against predecessors in interest and title insurance coverage. Assignor hereby assigns to Assignee all rights of Assignor to recover from Assignor's predecessors in interest under warranties and covenants of title.

The Assignee, in consideration of the foregoing, does hereby promise, covenant and agree to and with the Assignor and to and with the Lessor under said Lease, that the Assignee will, during the remainder of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which are or ought to be observed and performed by the Lessee named therein, and will at all times indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions and each of them.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns.

In consideration of the covenants of the Assignee set forth herein, the Lessor of said Lease, by joinder herein, or by separate consent attached hereto, does hereby consent to the Assignment upon the express condition, however, to the extent permitted by law and said Lease, all rights of the Lessor under said Lease against the Assignor are reserved and that this consent shall not authorize nor be deemed to authorize any other or further assignment of said Lease,

except as therein provided, nor be construed as a waiver of any terms, covenants or conditions in said Lease.

By execution of this Assignment of Lease instrument, the Assignee hereby accepts the assignment of the Lease.

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.

The terms "Assignor," "Assignee," "Lessor" and "Lessee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof. If this instrument shall be signed by two or more Assignors or by two or more Assignees, all covenants of such Assignor or such Assignee shall for all purposes be joint and several. The term "Lease" herein shall mean and include said Lease and any amendments thereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK - SIGNATURES FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this instrument on the day and year first above written.

ASSIGNOR



JAN N. OLSON, Trustee

**ASSIGNEE
OLSON FAMILY LLC**

By: 

TIMOTHY S. HONDERICK, Manager

**LESSOR
STATE OF HAWAII**

By: _____
Chairperson and Member
Board of Land and Natural Resources

APPROVED AS TO FORM:

Print:
Deputy Attorney General

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

On 7/13/2021, before me personally appeared JAN N. OLSON, to me known to be said person who executed this 0th page Assignment of Lease, dated 7/13/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N. K. K. Infantino

Print Name: Jamie N. K. K. Infantino

Notary Public, State of Hawaii

My commission expires: 6/14/2023

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

On 7/17/2021, before me personally appeared TIMOTHY HONDERICK, to me known to be said person who executed this 6 page Assignment of Lease, dated 7/17/2021 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Jamie N. K. K. Infantino

Print Name: Jamie N. K. K. Infantino

Notary Public, State of Hawaii

My commission expires: 6/14/2023

EXHIBIT A

STATUTORY FORM POWER OF ATTORNEY
(Effective Upon Incapacity)

This power of attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property, including your money, only if you become unable to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney Act in chapter 551E, Hawaii Revised Statutes.

This power of attorney does not authorize the agent to make health care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the power of attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the Special Instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the Special Instructions. Co-agents are not required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your power of attorney will end unless you have named a successor agent. You may also name a second successor agent.

As stated in the Special Instructions, this power of attorney becomes effective upon your incapacity.

If you have questions about the power of attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT. I, WILLIAM A. OLSON, also known as William Arthur Olson, the principal, name the following person as my agent:

JAN N. OLSON, also known as Jan Newcomer Olson
Relationship to principal: Spouse
Address: 59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

DESIGNATION OF SUCCESSOR AGENT. If my agent is unable or unwilling to act for me, I name the following person as my successor agent:

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepdaughter
Address: 6942 N. Villard Avenue
Portland, Oregon 97217
Telephone: (617) 921-4012

DESIGNATION OF SECOND SUCCESSOR AGENT. If my successor agent is unable or unwilling to act for me, I name the following person as my second successor agent:

CALEB JEFFREY TILLEY
Relationship to principal: Stepson
Address: P.O. Box 194
Haleiwa, Hawaii 96712
Telephone: (808) 428-7924

GRANT OF GENERAL AUTHORITY. I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in the aforementioned Uniform Power of Attorney Act:

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.)

- Real Property
- Tangible Personal Property
- Stocks and Bonds
- Commodities and Options
- Banks and Other Financial Institutions
- Operation of Entity or Business
- Insurance and Annuities
- Estates, Trusts, and Other Beneficial Interests
- Claims and Litigation
- Personal and Family Maintenance
- Benefits from Governmental Programs or Civil or Military Service
- Retirement Plans
- Taxes
- All Preceding Subjects

mm
A.P.

GRANT OF SPECIFIC AUTHORITY. My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. **INITIAL ONLY the specific authority you WANT to give your agent, and LINE OUT the specific authority that you do NOT WANT to give your agent; OR you may initial "None of the Preceding Specific Acts" if you do not wish to grant any specific authority to your agent.** NOTARY: Please initial all changes to the form.)

- Create, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of the Uniform Power of Attorney Act under section 551E-47, Hawaii Revised Statutes, and any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation
- Authorize another person to exercise the authority granted under this power of attorney
- Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
- Exercise fiduciary powers that the principal has authority to delegate
- None of the Preceding Specific Acts

LIMITATION ON AGENT'S AUTHORITY. An agent who is not my ancestor, spouse, or descendant MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

SPECIAL INSTRUCTIONS. The following are my special instructions:

This power of attorney shall become effective upon my incapacity. For purposes of this instrument, the determination of my incapacity shall be made by one licensed medical doctor. In order to make a determination of whether I have become incapacitated, all of my health and medical information relating to the determination of whether or not I am incapacitated may be released to my said agent, to include any written opinion relating to my incapacity. Regardless of anything to the contrary in this instrument, this release is effective immediately, and shall apply even if my said agent's authority has not yet been effectuated.

EFFECTIVE DATE. As stated in the Special Instructions, this power of attorney becomes effective upon my incapacity.

NOMINATION OF CONSERVATOR. If it becomes necessary for a court to appoint a conservator or guardian of the property of my estate ("conservator"), I nominate the following persons for appointment, in the following order of priority:

1. **JAN N. OLSON, also known as Jan Newcomer Olson**
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. **FIRST HAWAIIAN BANK**
Relationship to principal: None
Address: 999 Bishop Street
Honolulu, Hawaii 96813
Telephone: (808) 525-6340

AND

CARRIE TILLEY ALEXANDER
Relationship to principal: Stepsdaughter
(same Address and Telephone as shown above)

3. **FIRST HAWAIIAN BANK**
Relationship to principal: None
(same Address and Telephone as shown above)

AND

CALEB JEFFREY TILLEY:
Relationship to principal: Stepson
(same Address and Telephone as shown above)

4. **FIRST HAWAIIAN BANK**
Relationship to principal: None
(same Address and Telephone as shown above)

NOMINATION OF GUARDIAN. If it becomes necessary for a court to appoint a guardian of my person, I nominate the following persons for appointment, in the following order of priority:

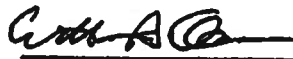
1. **JAN N. OLSON, also known as Jan Newcomer Olson**
Relationship to principal: Spouse
(same Address and Telephone as shown above)
2. **CALEB JEFFREY TILLEY:**
Relationship to principal: Stepson
(same Address and Telephone as shown above)

3. **CARRIE TILBY ALEXANDER**
Relationship to principal: Stepdaughter
(same Address and Telephones as shown above)

RELIANCE ON THIS POWER OF ATTORNEY. Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it, unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT OF PRINCIPAL.

IN WITNESS WHEREOF, I have signed this instrument this 22nd day of July, 2016.



WILLIAM A. OLSON, also known as
William Arthur Olson
59-235C Ke Nui Road
Haleiwa, Hawaii 96712
Telephone: (808) 638-8109

This Statutory Form Power of Attorney (Effective Upon Incapacity) was prepared by

GOODSILL ANDERSON QUINN & STIFEL
A LIMITED LIABILITY LAW PARTNERSHIP LLP

By: Judy Y. Lee, Esq.

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

On JUL 22 2016, before me personally appeared WILLIAM A. OLSON, also known as William Arthur Olson (the "Principal"), to me known to be the person described in and who executed this 6-page Statutory Form Power of Attorney (Effective Upon Incapacity) dated JUL 22 2016, in the First Circuit of the State of Hawaii, and acknowledged that the Principal executed the same as the Principal's free act and deed.




Print name: MURIEL C. MARCHIAK
Notary Public, State of Hawaii

My Commission expires: OCT 12, 2016



MRN: 2050036

2/23/2021

William A Olson
59-235 Ke Nui Rd House C
Haleiwa HI 96712

To whom this may concern:

I have been asked to write a letter stating my medical opinion regarding the condition of William A Olson. I am a physician licensed to practice in the State of Hawaii. I am a fellowship trained specialist in geriatrics (with expertise in the area of dementia). Based on history, diagnostic evaluation and examination on 2/23/2021, William A Olson has a diagnosis of Alzheimer's Disease that is moderate in severity. William A Olson is now impaired to the degree that he is not able to remember factual information. He is unable to weigh risks and benefits to be able to make health care decisions. He lacks the cognitive ability to take medication, or keep medical appointments. He has no insight regarding his impairments.

It is my professional opinion that William A Olson is mentally impaired to the degree that he is unable to make health care decisions in his own best self interest.

He is unable to receive & evaluate information or make or communicate decisions to such an extent that he lacks the ability to meet the essential requirements for physical health, safety, and self care, even with the appropriate & reasonable available technological assistance & that therefore, William A Olson is in need of full guardianship. His condition is permanent and further decline is likely.

The information in this letter is privileged and confidential and dissemination beyond its intended purpose is prohibited.

Sincerely,

A handwritten signature in black ink, appearing to read "Serena H Y Lo".

SERENA H Y LO MD

WAIPIO MEDICAL OFFICE
GERIATRIC MEDICINE
94-1480 MOANIANI STREET
WAIPAHU HI 96797
Dept Phone: 808-432-8000 kp.org



KAISER PERMANENTE.

Information About Health Care Decisional Capacity Assessments

Decisional Capacity Assessments in General

We're often asked to have our doctors make assessments about a Kaiser Permanente member's ability to make decisions about their health care and also whether they can make other decisions about their life – including decisions about where they want to live, who should manage their assets, how to use their assets and how those assets should be distributed after death. This will provide guidance on the types of assessments we can do, what we are not able to do, and alternatives.

What We Can Do

As necessary, our physicians will provide a medical decisional capacity assessment if there is question of whether a member has the capacity to make health care decisions, or for other medically-related reasons, including placement in an appropriate care setting. If you feel this is needed, please discuss it with your physician or your family member's physician. Keep in mind that this is only done when there seems to be a legitimate issue of whether or not a person has the ability to make decisions about their own health care.

What We Can Not Do

We will not provide assessments of a member's decision making on other non-medically related matters, such as where they prefer to live (other than for purposes of safe discharge to a medically appropriate care setting), who should manage their assets, how to use their assets and how those assets should be distributed after death. This type of non-medically related assessment is not a covered benefit under any Kaiser Permanente plan. Additionally, we find that doing these kinds of assessments often ends up getting our physicians into the middle of family issues that may interfere with their primary objective of providing great care to our members, while also developing and maintaining good relationships with the families of our members.

Where Else Can We Get a Decisional Capacity Assessment Done?

If you or a family member needs a decisional capacity assessment (sometimes called a "competency evaluation") that goes beyond medical decision-making, there are other physicians and medical professionals in the community who provide these types of evaluations. The following is a list of those who we understand to be willing to provide these types of competency evaluations for a fee (and there may also be others in the community willing to do such an evaluation). The list is in alphabetical order and we make no representations about who might be better than others at doing this. Again, this is not a covered benefit and you will need to make arrangements to pay for such service on your own.

Marvin Askin, Ph.D.
850 W. Hind Drive, #203
Honolulu, HI 96821
phone: (808) 373-3660

George Busey, M.D.
27 Kalaka Place
Kaliua, HI 96734
Phone: (808) 280-8653

Todd Ehtyn, M.D.
P.O. Box 240582
Honolulu, HI 96824-0052
phone: (808) 445-6366

Alan Buffenstein, M.D.
200 N. Vineyard Blvd., Ste. 253
Honolulu, HI 96817
phone: (808) 548-5400

Raymond Davidson, M.D.
2226 Liliha Street, Ste. 404
Honolulu, HI 96817
phone: (808) 386-6861
(Oahu and Hawaii Island only)

Shella Wendler, M.D.
6600 Kalia Road
Honolulu, HI 96825
Phone: (808) 394-2800



THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE _____ Doc A - 60888840

DOCUMENT NO. August 12, 2016 3:29 PM

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:
GOODSILL ANDERSON QUINN & STIFEL
A Limited Liability Law Partnership LLP
Judy Y. Lee, Esq.
First Hawaiian Center
999 Bishop Street, Suite 1600
Honolulu, HI 96813
Telephone: (808) 547-5600

Total Pages: 5

KOKEE CAMP SITE LOTS; LOT 72
TMK No. (4) 1-4-004-068

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made this 22nd day of July, 2016, by and between
WILLIAM OLSON, husband of Jan N. Olson, of the City and County of Honolulu, State of
Hawaii, hereinafter called the "Assignor," and

WILLIAM A. OLSON, and **JAN N. OLSON**, whose address is 59-235-C Ke
Nui Road, Haleiwa, Hawaii 96712, as Trustees under that certain unrecorded William A. Olson
and Jan N. Olson Trust dated July 22, 2016, made by said William A. Olson and Jan N. Olson, as
Settlers and Trustees, with full powers and authority to sell, convey, exchange, mortgage, lease
and otherwise dispose of the property herein described, hereinafter collectively called the
"Assignee";

WITNESSETH:

That the Assignor, in consideration of Ten Dollars (\$10.00) and other valuable
consideration paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged,
does hereby sell, assign, transfer and set over unto the Assignee, and the Assignee's successors in
trust and assigns, all of the Assignor's right, title and interest in and to the Lease described in
Exhibit A attached hereto and hereby made a part hereof;

5936718.1

EXHIBIT B

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

TO HAVE AND TO HOLD the same, together with the buildings, the improvements thereon, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining thereto or held and enjoyed therewith, unto the Assignee, as Trustees as aforesaid, and their respective successors in trust and assigns, for the rest, residue and remainder of the term of the Lease referred to in said Exhibit A, upon and subject to the rents, terms, covenants, conditions and provisions therein contained and on the part of the Lessee under said Lease to be observed and performed, but in trust nevertheless for the uses and purposes set forth in the aforesaid Trust, as the same now exist or as it may hereafter be amended, with full power as to the interests in the property hereby conveyed in the Assignee, and their respective successors in trust and assigns, to deal with said property in accordance with the terms of the aforesaid Trust.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the property described herein; that said Lease is in full force and effect and is not in default; 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 be specifically set forth in said Exhibit A; that the Assignor has good right to sell and assign said property, as aforesaid; and that the Assignor will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid. Notwithstanding the foregoing, the liability of the Assignor under this paragraph and under this assignment shall be limited to the extent of Assignor's recourse against Assignor's predecessors in interest and Assignor's actual title insurance coverage, if any, and Assignor shall have no other liability hereunder and Assignee shall have no recourse against any assets of Assignor other than Assignor's rights against predecessors in interest and title insurance coverage. Assignor hereby assigns to Assignee all rights of Assignor to recover from Assignor's predecessors in interest under warranties and covenants of title.

The Assignee, as Trustees as aforesaid, in consideration of the foregoing, does hereby promise, covenant and agree to and with the Assignor and to and with the Lessor under said Lease, that the Assignee, as Trustees as aforesaid, will, during the remainder of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which are or ought to be observed and performed by the Lessee named therein, and will at all times indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions and each of them.

The rights and obligations of the Assignor and the Assignee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust and assigns.

The terms "Assignor," "Assignee," "Lessor" and "Lessee" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals, corporations, partnerships, joint ventures or other associations, and each of their respective successors, heirs, personal representatives and permitted assigns, according to the context thereof. If this instrument shall be signed by two or more Assignors or by two or more Assignees, all covenants of such Assignor or such Assignee shall for all purposes be joint and several. The term "Lease" herein shall mean and include said Lease and any amendments thereto.

IN WITNESS WHEREOF, the Assignor and the Assignee, as Trustees as aforesaid, have executed this instrument on the day and year first above written.



WILLIAM OLSON

Assignor



WILLIAM A. OLSON, as Trustee as aforesaid



JAN N. OLSON, as Trustee as aforesaid

Assignee

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

On JUL 22 2016, before me personally appeared WILLIAM OLSON, to me known to be said person who executed this 5-page Assignment of Lease, dated JUL 22 2016 in the First Circuit of the State of Hawaii, as the free act and deed of said person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Michael Alexander
Print Name:

NOTARY PUBLIC, State of Hawaii
My commission expires:
MICHAEL ALEXANDER
Notary Public, State of Hawaii
My Commission Expires: 5/4/2018

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

On JUL 22 2016, before me personally appeared WILLIAM A. OLSON and JAN N. OLSON, to me known to be said persons who executed this 5-page Assignment of Lease, dated JUL 22 2016 in the First Circuit of the State of Hawaii, as the free act and deed of said persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Michael Alexander
Print Name:

NOTARY PUBLIC, State of Hawaii
My commission expires:
MICHAEL ALEXANDER
Notary Public, State of Hawaii
My Commission Expires: 5/4/2018

EXHIBIT A

LEASE (GENERAL) NO. SP-0131

LESSOR : STATE OF HAWAII, by its Board of Land and Natural Resources

LESSEE : WILLIAM OLSON

DATED : January 6, 2009

TERM : Twenty (20) years commencing on the first day of January 2009, up to and including the 31st day of December 2029

leasing and demising the following:

All of that certain parcel of land (being portion of the land described in and covered by the Government (Crown) Land of Waimea) situate, lying and being at Waimea (Kona), Island and County of Kauai, State of Hawaii, being LOT 72, KOKEE CAMP SITE LOTS, portion of Kokee Park (Governor's Executive Order 1509) and described as follows:

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet north and 298.03 feet west, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from true South:

- 1. 183° 04' 94.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;**
- 2. 292° 17' 81.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;**
- 3. 287° 00' 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;**
- 4. 31° 37' 30" 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;**
- 5. 127° 51' 30" 185.24 feet along Lot 73 to Kokee Camp Site Lots to the point of beginning and containing an area of 0.56 acre, more or less.**

SUBJECT, HOWEVER, to the following encumbrances:

- 1. Mineral and water rights of any nature.**
- 2. The terms and provisions contained in the Lease(s).**

5936718.1

Form P-64B STATE OF HAWAII—DEPARTMENT OF TAXATION
(REV. 2016) EXEMPTION FROM CONVEYANCE TAX
(Please Type or Print)

BOC Document Number

DO NOT WRITE OR STAPLE IN THIS SPACE

CLIP THIS FORM TO DOCUMENT TO BE RECORDED. DO NOT STAPLE.

Before completing this form, please read the instructions for Form P-64A and Form P-64B. To obtain the instructions, go to the Department of Taxation's website at tax.hawaii.gov or call the Department to request forms at 808-587-4242 or 1-800-222-3229 (toll-free).

Note: Section 247-6, Hawaii Revised Statutes (HRS), requires this form to be filed for the exempt transfers listed in Parts III & IV of this form. PART I. All areas must be completed. If any area is incomplete, Form P-64B will not be accepted/approved.

1. TAX MAP KEY INFORMATION:

TAX MAP KEY				
Z	S	PLAT	PARCEL	CPR NO.
1	4	004	068	

3. NAMES/EMAIL OF PARTIES TO THE DOCUMENT:
SELLER(S) / TRANSFEROR(S) / GRANTOR(S), ETC

WILLIAM OLSON

PURCHASER(S) / TRANSFEREE(S) / GRANTEE(S), ETC.

WILLIAM A. OLSON AND
JAN N. OLSON, TRUSTEES

ISLAND KAUAI APT. NO. _____

2. DATE OF TRANSACTION: JUL 22 2016

4. REAL PROPERTY TAX INFORMATION:

Document will not be recorded, please provide: (1) land area; and (2) address or short legal description of property here: _____

Please provide mailing address for assessment notice (do not enter "Same" or "No Change"):

NAME: WILLIAM & JAN OLSON, TRUSTEES ADDRESS: 59-235-C KE NUI ROAD, HALBIWA, HI POSTAL/ZIP CODE: 96712

Please provide real property tax billing address, if different from assessment address (do not enter "Same" or "No Change"):

NAME: ADDRESS: POSTAL/ZIP CODE:

PART II. This part must be completed. Enter all amounts paid or required to be paid for the real property interest conveyed (cash and/or noncash). See Instructions.

- 1. Cash..... 10.00
- 2. Relief/assumption of debt.....
- 3. Value of tangible good(s) e.g. equipment, furniture, etc.
- 4. Value of real property interests exchanged.....
- 5. Value of shares of stock.....
- 6. Value of interest in limited liability company/limited liability partnership/partnership.....
- 7. Value of any other economic benefit.....
- 8. Total amount of actual and full consideration (add lines 1 through 7)..... 10.00

Is the total amount of the actual and full consideration more than \$100? If so, the exemption for a conveyance that involves an actual and full consideration of \$100 or less is not applicable. Check the Specific Instructions for Form P-64B to see if the transfer qualifies for another exemption. If the transfer does not qualify for an exemption from the conveyance tax, you will need to file Form P-64A, instead of Form P-64B, and pay the conveyance tax.

(CONTINUE ON REVERSE SIDE. SIGNATURES ARE REQUIRED.)

FORM P-64B

CAUTION: Use either Part III or Part IV. If both Part III and Part IV are completed, Form P-64B will not be accepted/approved.

PART III — If the exemption you are claiming is listed in this part, submit this form for approval to the Department of Taxation, Technical Section, at P. O. Box 259, Honolulu, Hawaii 96809-0259, or at 830 Punchbowl Street, Room 124, in Honolulu, before filing it with the Bureau of Conveyances. Please allow ten (10) business days from the date documents are received for the Department of Taxation's review.

1. **DESCRIBE TRANSFER:** State the relationship between the parties and a detailed explanation of the transfer (e.g., gift) or correction or confirmation (e.g., error in description of property). Otherwise, Form P-64B will not be approved. Do not enter "See Attached," since attachments may become separated from the Form P-64B.

2. **THE CONVEYANCE INVOLVES AN ACTUAL AND FULL CONSIDERATION OF \$100 OR LESS.** Please checkmark only one of the two boxes. If Part II, line 8 is greater than \$100, stop. Your transaction does not qualify for an exemption under section 247-3, HRS.

- A. TRUST — Transfer to or from a trust, which is not for a business purpose. (Grantor revocable living trusts, see Part IV, line 2C below)
- B. OTHER — Explain in line 1 above.

3. **THE ATTACHED DOCUMENT IS A** (Check the appropriate box below). **OF A DOCUMENT PREVIOUSLY EXECUTED.** To be used only to correct a flaw when title is already vested and no consideration is paid or to be paid.

- A. Confirmation document.
- B. Correction deed.

4. **THE ATTACHED DOCUMENT IS A QUALIFIED PARTITION DEED AND THE VALUE OF MY CO-OWNERSHIP IN THE PROPERTY AFTER PARTITION IS EQUAL IN VALUE TO MY CO-OWNERSHIP IN THE PROPERTY BEFORE PARTITION.**

I have attached a separate continuation sheet which lists the names of each co-owner and their undivided interest in the real property and the value of that interest before partition and their proportionate interest and the value of that interest after partition.

PART IV — If the exemption you are claiming is listed in this part, file this form directly with the Bureau of Conveyances at P.O. Box 2867, Honolulu, Hawaii, 96803-2867, or at 1151 Punchbowl Street, in Honolulu.

1. **THE ATTACHED DOCUMENT IS A TRANSFER BETWEEN:**

(NOTE: References to "taxpayer and spouse" and "marital parties" also means "civil union partners" and "civil union parties", respectively.)

- A. TAXPAYER AND SPOUSE, and the nominal consideration is \$ _____.
- B. MARITAL PARTIES in accordance with divorce decree or termination of reciprocal beneficiary relationship (termination), FC-D No. _____, and the nominal consideration is \$ _____.

If the conveyance is pursuant to a divorce or termination, the conveyance must be between the marital parties to the divorce or termination. Unless otherwise exempt, a sale or transfer to any other person or a sale or transfer not in strict accordance with the divorce decree or termination is taxed on the consideration paid or to be paid or the fair market value.

- C. RECIPROCAL BENEFICIARIES, and the nominal consideration is \$ _____.
- D. PARENT AND CHILD, and the nominal consideration is \$ _____.

2. **THE CONVEYANCE INVOLVES AN ACTUAL AND FULL CONSIDERATION OF \$100 OR LESS and is a:**

- A. GIFT: between a grandparent and grandchild. between siblings.
Unless otherwise exempt, a transfer between other related parties is taxable based on the amount of consideration paid or to be paid. Persons other than the above related individuals conveying property for consideration of \$100 or less must use Part III.
- B. TESTAMENTARY GIFT BY TRUST - Transfer from a grantor to a testamentary trust or from a testamentary trust to a third party beneficiary.
- C. GRANTOR REVOCABLE LIVING TRUST - Transfer by a grantor to a grantor's revocable living trust or from a grantor's revocable living trust to the grantor, as beneficiary of the trust. List a claim for an exemption from tax for any other transfer involving a trust in Part III.

3. **THE ATTACHED DOCUMENT IS IN FULFILLMENT OF AN AGREEMENT OF SALE FILED OR RECORDED IN LIBER _____ PAGE _____ OR AS DOCUMENT NO. _____ FOR WHICH A STATE CONVEYANCE TAX WAS PAID.** List the Liber and Page, Land Court Document Number, or Document Number.

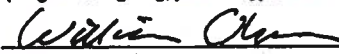
4. **THE ATTACHED DOCUMENT INVOLVES A TAX SALE FOR DELINQUENT TAXES OR ASSESSMENTS AND THE ACTUAL AND FULL CONSIDERATION IS \$ _____.**

DECLARATION

I (We) declare, under the penalties prescribed for false declaration in section 231-36, HRS, that this certificate (including accompanying schedules or statements) has been examined by me (us) and, to the best of my (our) knowledge and belief, is a true, correct, and complete certificate, made in good faith, for the actual and full consideration paid on the conveyance to which this certificate is appended, pursuant to the Conveyance Tax Law, chapter 247, HRS. Note: you must have a power of attorney if signing as agent.

SIGNATURE(S) - Seller(s)/Transferor(s)/Grantor(s), Etc.
(if agent is signing, print or type name below signature)

SIGNATURE(S) - Purchaser(s)/Transferee(s)/Grantee(s), Etc.
(if agent is signing, print or type name below signature)


WILLIAM OLSON

DAYTIME PHONE NO.: () _____ - _____
EMAIL: jannalane@hawaii.rr.com

DAYTIME PHONE NO.: () _____ - _____
EMAIL: _____

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the lesser of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

WILLIAM OLSON,
as Lessee

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of June 8, 2016 at 8:00 a.m.

Inquiries concerning this report should be directed to
JOANNA KAALELE.
Email jkaalele@tghawaii.com
Fax (808) 533-5870
Telephone (808) 521-0235.
Refer to Order No. 201622882.

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.
Tax Key: (4) 1-4-004-068 Area Assessed: 0.560 acre
Tax Classification: RESIDENTIAL
Street Address: LOT 72 KOKEE CAMP SITE LOTS
2. Mineral and water rights of any nature.
3. Any and all matters not shown in the Indices described in Schedule A.
4. The terms and provisions contained in the Lease(s) as set forth in Schedule C.

END OF SCHEDULE B

SCHEDULE C

LEASE (GENERAL) NO. SP-0131

LESSOR : STATE OF HAWAII, by its Board of Land and Natural Resources

LESSEE : WILLIAM OLSON

DATED : January 6, 2009

TERM : Twenty (2) years commencing on the first day of January 2009, up to and including the 31st day of December 2029

leasing and demising the following:

All of that certain parcel of land (being portion of the land described in and covered by the Government (Crown) Land of Waimea) situate, lying and being at Waimea (Kona), Island and County of Kauai, State of Hawaii, being LOT 72, KOKEE CAMP SITE LOTS, portion of Kokee Park (Governor's Executive Order 1509) and described as follows:

Beginning at a pipe at the southwest corner of this lot, the northwest corner of Lot 73 of Kokee Camp Site Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KOKEE" being 894.77 feet north and 298.03 feet west, as shown on H.S.S. Plat 3096, thence running by azimuths measured clockwise from true South:

- 1. 183° 04' 94.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
- 2. 292° 17' 81.54 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
- 3. 287° 00' 153.88 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;
- 4. 31° 37' 30" 155.24 feet along the remainder of Kokee Park (Governor's Executive Order 1509) to a pipe;

SCHEDULE C CONTINUED

5. 127° 51' 30" 185.24 feet along Lot 73 to Kokee Camp Site
Lots to the point of beginning and
containing an area of 0.56 acre, more
or less.

END OF SCHEDULE C

SCHEDULE D**CONDITIONS AND STIPULATIONS**

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually known to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the lesser of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

DATE PRINTED: 6/14/2016

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(4) 1 4 004 068 0000

CLASS: RESIDENTIAL AREA ASSESSED: .560 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2015

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

TOTAL ASSESSED VALUE \$ 68,100
TOTAL EXEMPTION \$ 0
TOTAL NET VALUE \$ 68,100

Payment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2016

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2015	2	206.00				206.00	PAID
2015	1	206.01				206.01	PAID
2014	2	206.00				206.00	PAID
2014	1	206.01				206.01	PAID

Title Guaranty of Hawaii, Inc.'s Privacy Policy

This Privacy Policy is provided to you as a customer of Title Guaranty of Hawaii, Inc. It applies to transactions involving individuals who are purchasing our services for primarily personal, family or household purposes. We realize that you may be receiving multiple disclosures from affiliates of ours and others, as well. We apologize in advance for this unavoidable duplication.

Title Guaranty of Hawaii, Inc. is an independently owned title insurance agent with more than 100 years of experience in searching Hawaiian land titles. We are an authorized title insurance agent for Chicago Title Insurance Company, Ticor Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, First American Title Insurance Company, Old Republic National Title Insurance Company and National Title Insurance of New York. Under the Gramm-Leach-Bliley Act, title insurance companies are required to provide certain disclosures regarding their privacy policies and practices. In compliance with federal and state law, we are providing you with this notice.

Fidelity National Title Insurance Company, Chicago Title Insurance Company, Ticor Title Insurance Company, and Common Wealth Land Title Insurance Company are affiliates of Fidelity National Financial, Inc., and have issued the following Privacy Statement:

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- * Information we receive from you on applications or other forms, such as your name, address, social security number tax identification number, asset information, and income information;
- * Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

- * Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- * Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- * To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- * To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- * To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- * To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- * To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Branded or Co-Sponsored Websites

If you provide Personal Information to us through a co-branded or co-sponsored website, you may be providing such information to the co-sponsor as well. In that event, we will make reasonable efforts to provide notice to you at the time you provide the information and you can decide whether you wish to do so. If you do submit such information, we will not be responsible for the use of the information you submit by the co-sponsor.

Links to Other Websites

Our websites may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Cookies

Our websites may use "cookies" or similar technologies to improve our service to you. Our cookies do not collect your Personal Information. Your browser can most likely be configured to notify you when cookies will be received and offer you the option of refusing cookies. If you reject cookies, you may still use our websites, but your ability to use some areas may be limited.

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

First American Title Insurance Company is an affiliate of First American Corporation, and has issued the following Privacy Policy:

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies.

Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education

We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Old Republic National Title Insurance Company has issued the following Privacy Policy Notice:

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of our privacy policies and practices.

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you such as on applications or other forms.
- * Information about your transactions we secure from our files, or from (our affiliates or) others.
- * Information we receive from a consumer reporting agency.
- * Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

National Title Insurance of New York, Inc. has issued the following Privacy Statement (Revision 9/3/2009):

National Title Insurance of New York, Inc., a New York corporation (the "Company respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains the Company's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. The Company follows the privacy practices described in this Privacy Statement and, depending on the business performed, the Company may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- * Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- * Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- * Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances and credit card information; and
- * Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

- * We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:
 - * To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
 - * To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
 - * To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
 - * To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
 - * To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other affiliated companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, the Company's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests.

Please send requests to:

Chief Privacy Officer
National Title Insurance of New York, Inc.
National Claims Administration
5 Peters Canyon Road, Suite 300
Irvine, CA 92606

Changes to this Privacy Statement

The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

