

## ENTRY PERMIT

This **Entry Permit** (“**Permit**”) is entered into as of this 8<sup>th</sup> day of January, 2016 (“**Effective Date**”), by and between **West Loch Fairways Association** (“**WLFA**”), a Hawaii nonprofit corporation, and the **City and County of Honolulu**, a municipal corporation of the State of Hawaii, by and through its Department of Transportation Services (“**City**”).

### RECITALS

A. WLFA owns that certain real property identified as Tax Map Key No. (1) 9-1-064:116, situated at West Loch Fairways in Ewa Beach, Oahu, State of Hawaii, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**WLFA Property**”).

B. There is currently located on a portion of the WLFA Property a paved bicycle and pedestrian pathway as shown on the attached **Exhibit “B”** (“**Bike Path**”).

C. City desires to open the Bike Path for public use to connect with other existing City bicycle and pedestrian paths.

D. WLFA is willing to convey to City a non-exclusive right of access and perpetual easement over and across the Bike Path and a portion of WLFA Property more particularly described in **Exhibit “C”** attached hereto (“**Bike Path Area**”) for operation of a public bicycle and pedestrian path, in exchange for the City repairing or replacing the irrigation system that provides irrigation water to: (i) the Bike Path Area and (ii) the greenbelt that is a portion of TMK (1) 9-1-0 64:116 and situated mauka or west of the Bike Path Area.

E. Subject to the terms and conditions of this Permit and to that certain Memorandum of Agreement (Bike Path Easement) between WLFA and the City dated \_\_\_\_\_, 2015 (“**MOA**”), prior to the designation and grant of the easement, WLFA is willing to allow City immediately to open and maintain the Bike Path for the use and enjoyment of the general public.

### TERMS AND CONDITIONS

NOW, THEREFORE, WLFA and the City hereto agree as follows:

1. Grant of Permit. Upon the terms and conditions described herein, WLFA hereby grants to City a revocable Permit for the following purposes:

a. Use of Bike Path. City may use, maintain, operate, repair, reconstruct, replace, alter and enlarge the Bike Path for the use and enjoyment of the general public for bicycle and pedestrian purposes.

b. Bike Path Irrigation. Upon execution of this Permit, so long as the MOA is in full force and effect and WLFA is compliant with terms of the MOA, City shall conduct a one-time repair and/or replacement of WLFA's irrigation system located in the Bike Path Area servicing the Bike Path ("**Bike Path Irrigation**"). The City agrees that, except where caused by WLFA's noncompliance with the MOA or with this Permit, or where delayed or hindered in or prevented from performance by reason not the fault of the City, the repair or replacement shall be completed no later than January 1, 2018. WLFA and City agree that WLFA shall maintain ownership of the entire irrigation system and that this repair/replacement is not intended to transfer any ownership and maintenance obligations of the irrigation system to the City. All work shall be coordinated with WLFA to minimize any negative impact to WLFA's existing irrigation system.

c. Term. This Permit will commence upon the Effective Date and unless so terminated as provided herein, terminate upon the recordation of a grant of easement over and across the Bike Path in favor of the City.

d. Reserved Rights. WLFA reserves the right to access and use the Bike Path Area at any time and for any purpose, so long as such uses and purposes do not unreasonably interfere with the City's use and the general public's access over and across the Bike Path Area.

2. City's Covenants. City hereby covenants and agrees that:

a. Due Care and Diligence . City will use due care and diligence to keep the Bike Path in a good and safe condition and repair and will exercise its rights under this Permit in a manner that will occasion only such interference with the use of the land as is reasonably necessary.

b. Restoration. Upon completion of any work performed on or within the Bike Path Area, City shall remove all its equipment and unused or surplus materials, if any, and shall leave the Bike Path Area in a clean and sanitary condition.

c. Observance of Laws. City shall observe and comply with all laws, ordinances, rules, and regulations now or hereafter made by the federal, state, and local governments affecting or applicable to the Bike Path and this Permit.

3. Indemnification. Except to the extent caused by the negligence or intentional acts or omissions of WLFA or its employees, agents, consultants, contractors and other representatives, City will indemnify WLFA against any and all damages to the Bike Path Area, and against all claims, actions and proceedings by whomsoever brought on account of injuries or death or persons or damage to property, caused by City's failure to use due care in maintaining the Bike Path Area in good and safe condition and repair.

4. Termination and Remedies. This Permit may be mutually terminated by both parties in writing. City acknowledges that this Permit only grants a license and that City has no rights as an owner, purchaser or tenant of the Property, the Bike Path, or the Bike Path Area by virtue hereof. In the event WLFA and City do not enter into a Grant of Easement, upon termination of this Permit, City shall peaceably surrender and deliver up possession to WLFA of the Bike Path and WLFA has the right to discontinue public access to the Bike Path.

5. General Provisions.

a. Governing Law. This Permit shall be governed by the laws of the State of Hawaii.

b. Successors and Assigns. This Permit shall be binding upon and inure to the benefit of City and WLFA and their respective successors and permitted assigns.

c. Amendment. No supplement, modification or amendment of this Permit shall be binding unless in writing and executed by the parties hereto.

d. Headings. The headings of this Permit are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

e. Counterparts. This Permit may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

f. Exhibits. The Exhibits hereto and each and every provision thereof are incorporated by this reference.

g. Notice. Any notice required or permitted by the provisions of this Permit to be given shall be written and shall either be personally delivered or mailed postage prepaid by certified mail, return receipt requested, to the party at the address and to the person designated by each party below. No other method of notification shall be effective.

West Loch Fairways Association  
c/o Associa Hawaii  
Pacific Guardian Center – Mauka Tower  
737 Bishop Street, Suite 3100  
Honolulu, Hawaii 96813  
Telephone: (808) 836-0911

City and County of Honolulu  
Department of Transportation  
Attention: Chris Sayers  
650 South King Street, 2<sup>nd</sup> Floor  
Honolulu, HI 96813  
Telephone: (808) 768-8335

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

**West Loch Fairways Association**

By: \_\_\_\_\_

*Robert W. Hochstein*  
Robert W. Hochstein  
Its PRESIDENT

By: \_\_\_\_\_

*John Rogers*  
John Rogers  
Its SECRETARY

**City and County of Honolulu  
Department of Transportation Services**

By: \_\_\_\_\_

Michael D. Formby  
Director

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel

City and County of Honolulu  
Department of Transportation  
Attention: Chris Sayers  
650 South King Street, 2<sup>nd</sup> Floor  
Honolulu, HI 96813  
Telephone: (808) 768-8335

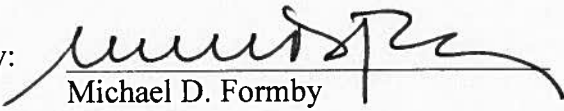
IN WITNESS WHEREOF, the parties hereto have executed this Permit on the day and year first above written.

**West Loch Fairways Association**

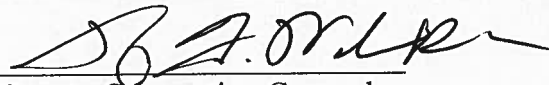
By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

**City and County of Honolulu  
Department of Transportation Services**

By:   
Michael D. Formby  
Director

APPROVED AS TO FORM AND LEGALITY:

  
Deputy Corporation Counsel

## DESCRIPTION OF PROPERTY

### ITEM 1

Being Lot 6975, area 27,935 square feet, as shown on Map 576, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and Estate of James Campbell, deceased and being a portion of the land described in Transfer Certificate of Title No. 593,445, issued to West Loch Fairways Association.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

### ITEM 2

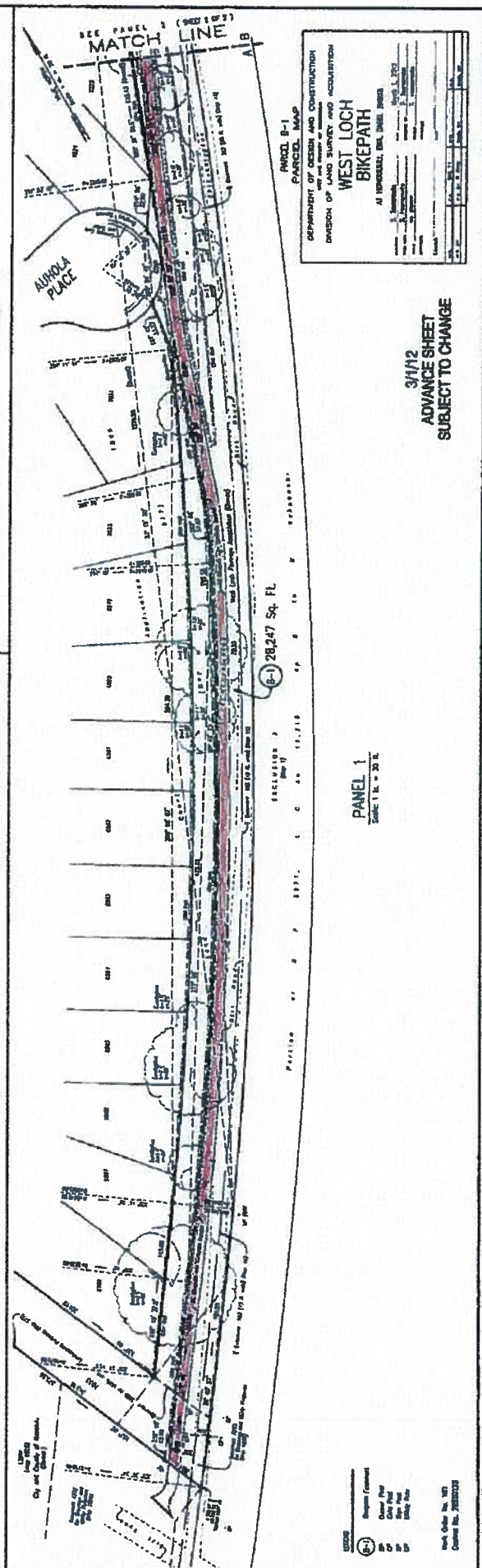
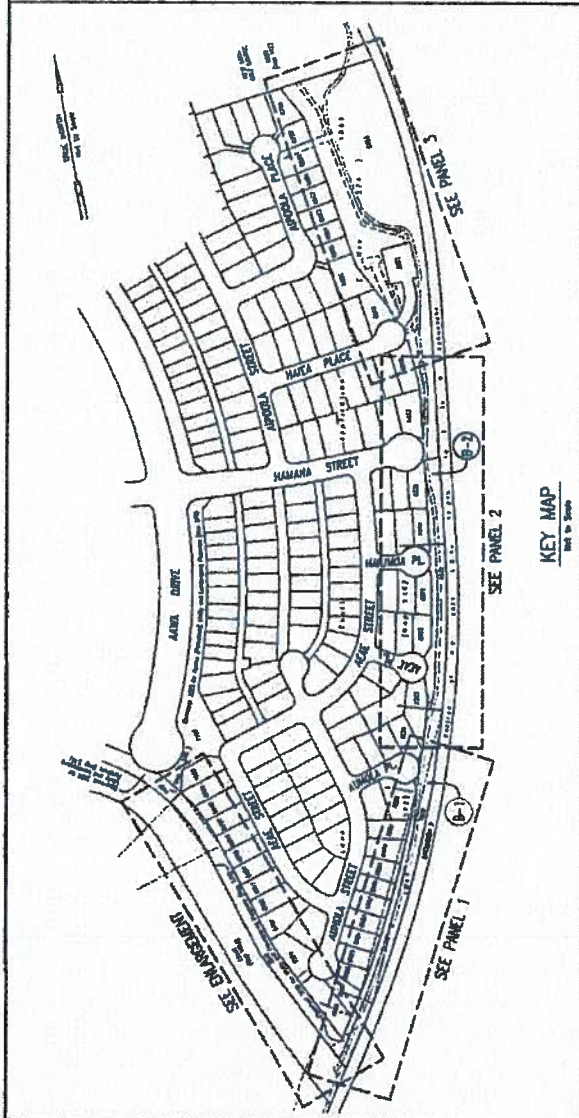
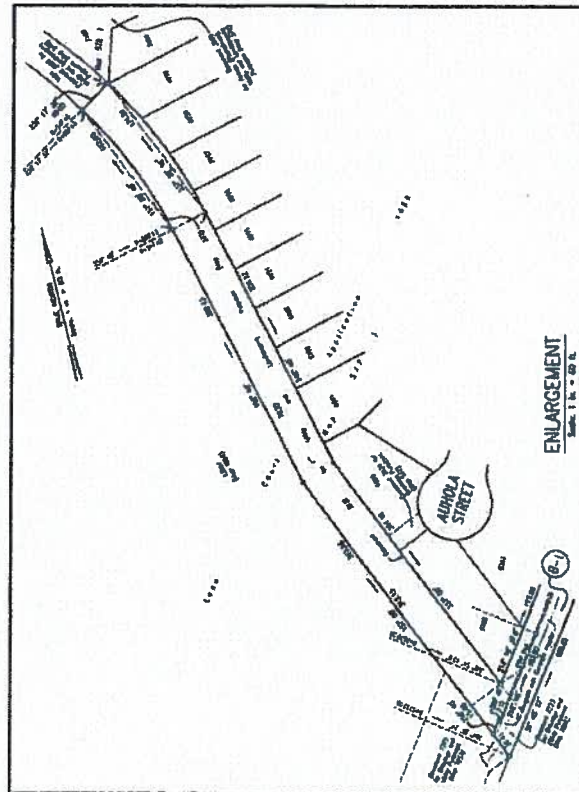
Being Lot 7030, area 70,710 square feet, as shown on Map 577, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and Estate of James Campbell, deceased and being a portion of the land described in Transfer Certificate of Title No. 593,445, issued to West Loch Fairways Association.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

EXHIBIT B

DIAGRAM OF BIKE PATH





DEPARTMENT OF DESIGN AND CONSTRUCTION  
DIVISION OF LAND SURVEY AND ACQUISITION

**WEST LOCH BIKEPATH**

ALL INFORMATION ON THIS SHEET IS UNCLASSIFIED

Project No.	10000000000000000000
Sheet No.	10000000000000000000
Date	10/1/2012
Author	10000000000000000000
Checked	10000000000000000000
Drawn	10000000000000000000
Reviewed	10000000000000000000
Approved	10000000000000000000

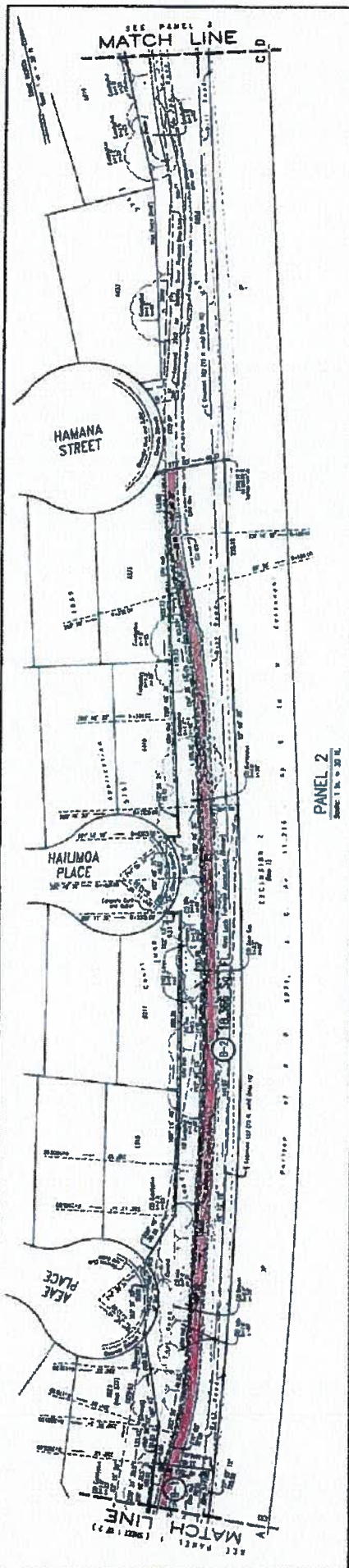
LEGEND

Proposed	10000000000000000000
Existing	10000000000000000000
Other	10000000000000000000
Water	10000000000000000000
Other	10000000000000000000

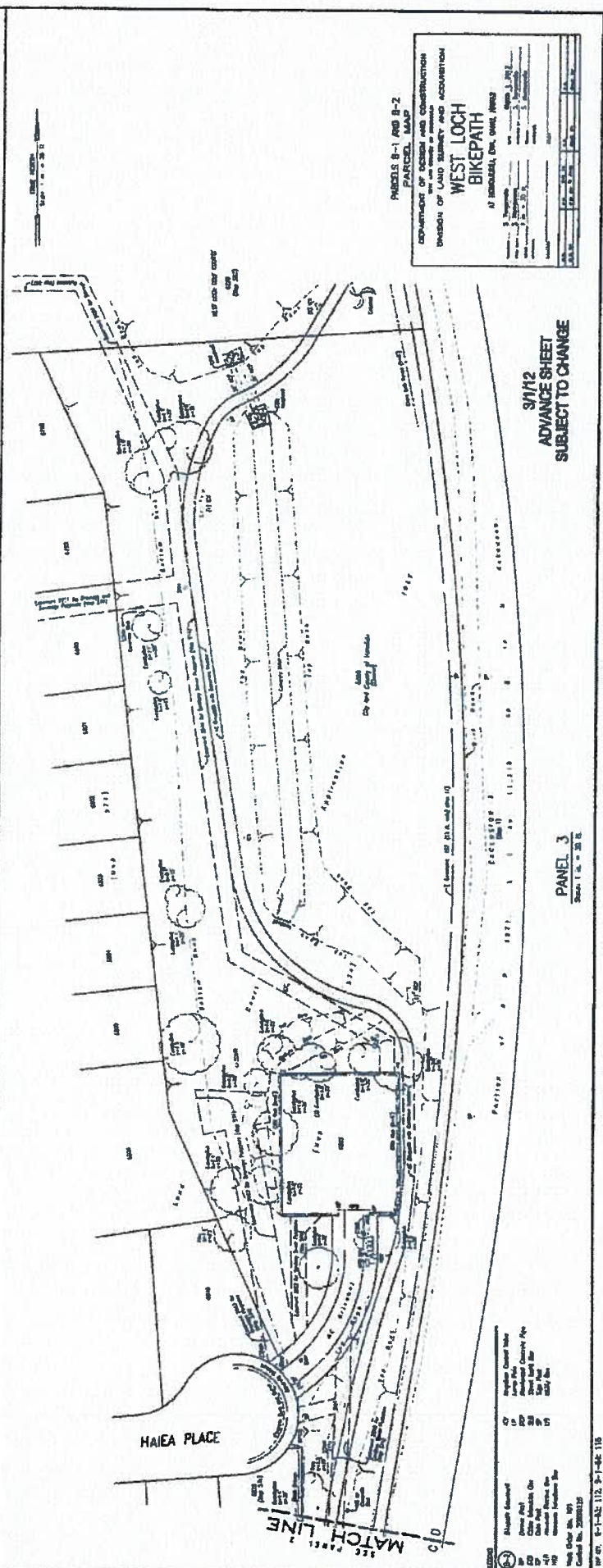
North Arrow No. 100  
Contract No. 2000000000

**EXHIBIT B**





PANEL 2  
Scale 1" = 20' "



PANEL 3  
Scale 1" = 20' "

PARCELS B-1 AND B-2  
PARCEL MAP  
DEPARTMENT OF PUBLIC WORKS AND CONSTRUCTION  
DIVISION OF LAND SURVEY AND ACCURATION  
WEST LOCH  
BIKEPATH  
OF HONOLULU, DISTRICT OF HAWAII

Project No.	100-10-0000
Sheet No.	100-10-0000
Date	10/1/10
Scale	1" = 20'
Author	
Checked	
Drawn	
Reviewed	

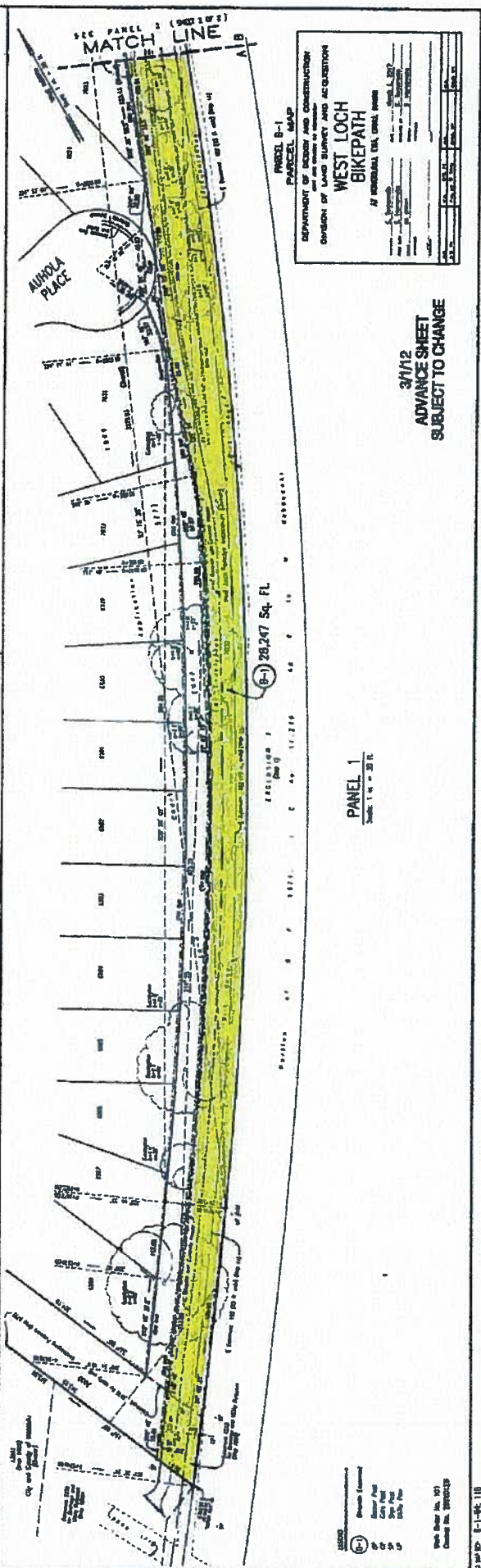
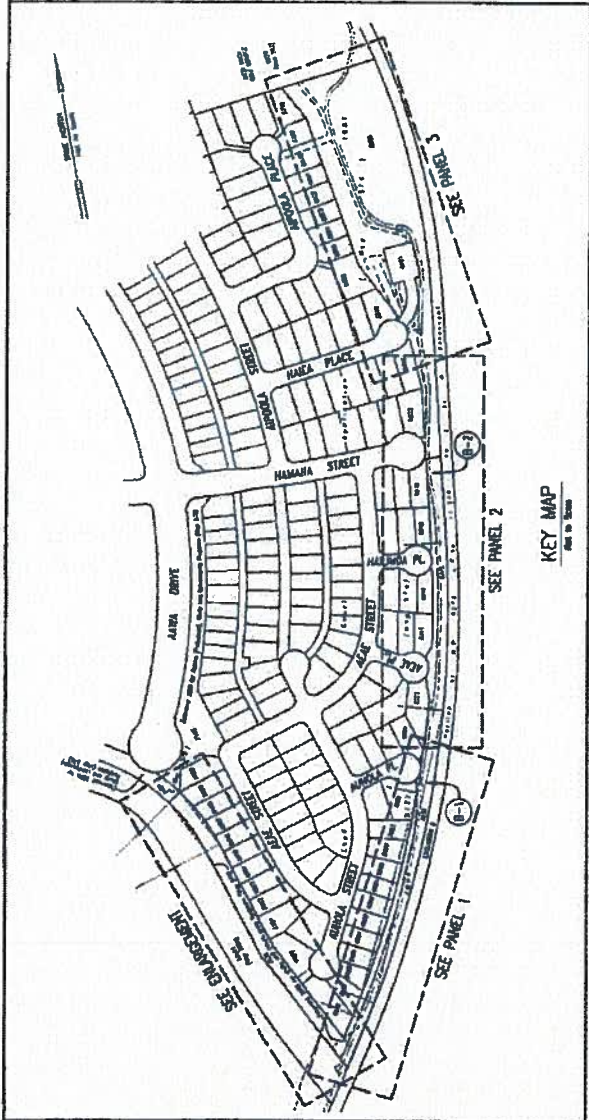
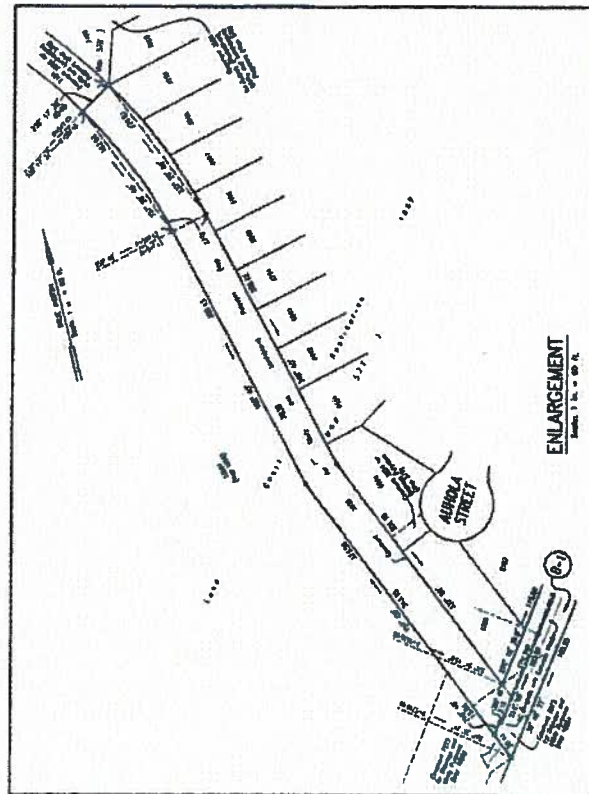
3/1/12  
ADVANCE SHEET  
SUBJECT TO CHANGE

Project No.	100-10-0000
Sheet No.	100-10-0000
Date	10/1/10
Scale	1" = 20'
Author	
Checked	
Drawn	
Reviewed	

EXHIBIT C

DIAGRAM OF BIKE PATH AREA





PARCEL MAP  
DEPARTMENT OF SOILS AND CONSTRUCTION  
DIVISION OF LAND SURVEY AND ACQUISITION

**WEST LOCH BIKEPATH**  
OF HONOLULU, U.S.A. (LOCAL FORM)

DATE	FILE NO.
APPROVED	APPROVED
DATE	FILE NO.
APPROVED	APPROVED

3/1/12  
ADVANCE SHEET  
SUBJECT TO CHANGE

PANEL 1  
SCALE 1" = 20' FT.

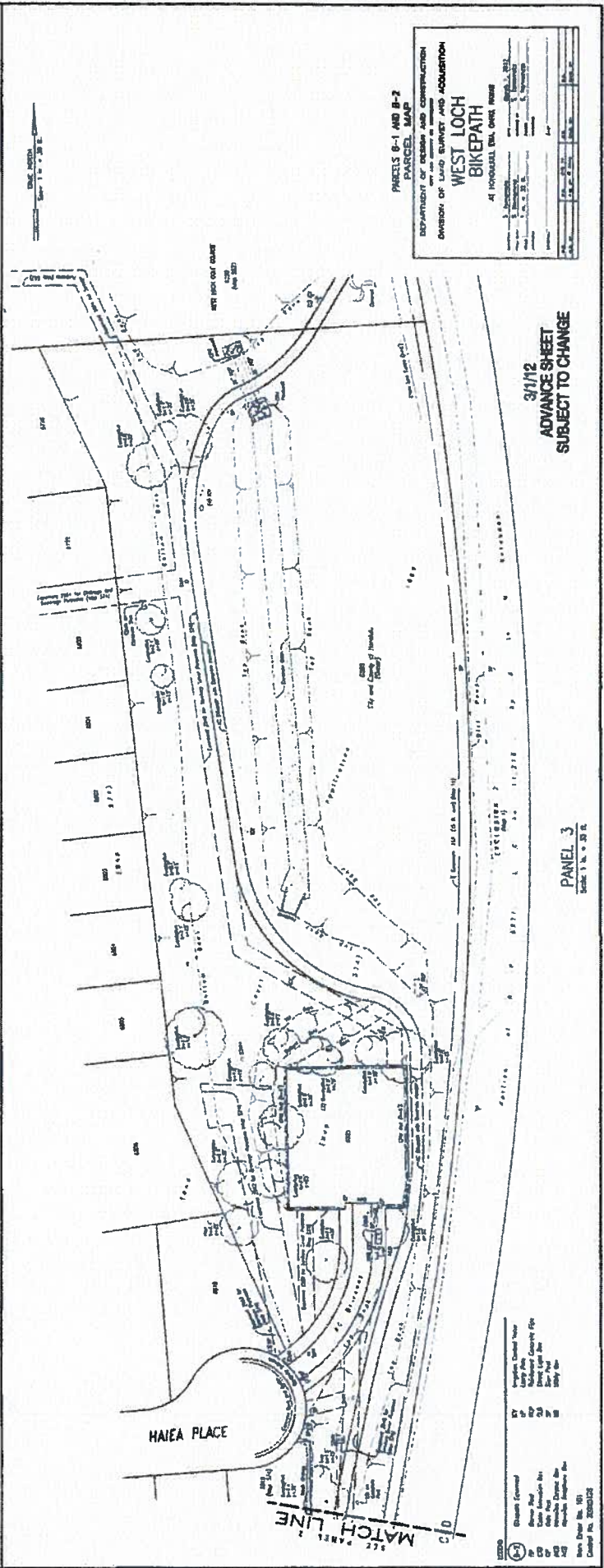
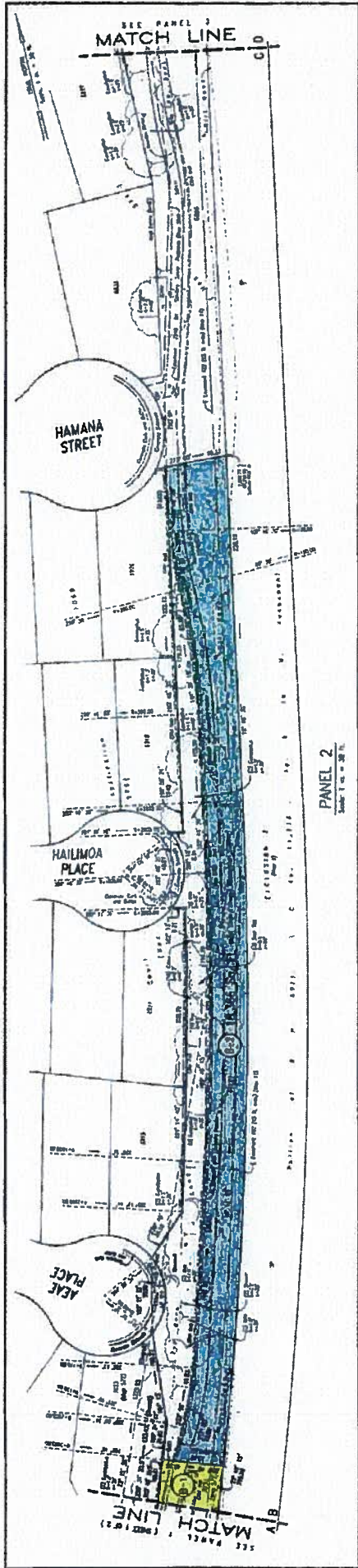
LEGEND

(A)	Proposed Easement
(B)	Proposed Right-of-Way
(C)	City and County of Honolulu
(D)	Other

West Loch No. 101  
Checked by: 10/10/12

EXHIBIT C





PARCELS B-1 AND B-2  
PARCEL MAP  
DEPARTMENT OF DEEDS AND CONSTRUCTION  
DIVISION OF LAND SURVEY AND ACQUISITION  
WEST LOCH BIKEPATH  
AT KONOVALUVA, OAHU, HAWAII

Project No.	1-2008-001
Map No.	1
Date	11/11/08
Scale	1" = 20' N.
Author	J. J. [Name]
Checker	[Name]
Reviewer	[Name]
Approved	[Signature]

3/1/12  
ADVANCE SHEET  
SUBJECT TO CHANGE

Legend (Continued)

- Proposed Easement
- Proposed Right-of-Way
- Proposed Utility Right-of-Way
- Proposed Access Right-of-Way
- Proposed Easement Right-of-Way
- Proposed Easement Right-of-Way
- Proposed Easement Right-of-Way
- Proposed Easement Right-of-Way
- Proposed Easement Right-of-Way
- Proposed Easement Right-of-Way

Map No. 1-2008-001  
Scale 1" = 20' N.