

DEPT. OF LAND AND NATURAL RESOURCES  
LAND MANAGEMENT DIVISION

DOF: # 07 555

LAND COURT

ASSISTANT REGISTRAR

DEC 28 1965

RECEIVED FOR REGISTRATION

9:00 A.M. 30 P.M.

NOTED ON CERTIFICATE No. \_\_\_\_\_

IN REGISTRATION BOOK PAGE \_\_\_\_\_

*[Signature]*  
ASSISTANT REGISTRAR

TRANSFER OF DEED COPY OF TITLE ISSUED

AND RESTRICED H.O.

REGISTRATION NO. \_\_\_\_\_ PAGE \_\_\_\_\_

BOOK COVERED BY \_\_\_\_\_ IN

OFFICE OF THE ASSISTANT REGISTRAR

LAND COURT

38649.  
12804.  
94690.  
94691.  
47595.  
73561.

EXHIBIT 1

RECORDATION REQUESTED

DEPT. OF LAND AND NATURAL RESOURCES  
LAND MANAGEMENT DIVISION

65-47088

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED FOR P. 1965  
BOOK 5219 PAGE 181  
65 DEC 28 AM 9:55

Certified to be a true and correct copy  
of the original presented for record.  
MICHIKI ADACHI, Registrar.

Clark

AFTER RECORDATION, RETURN TO:

DEPT. OF LAND AND NATURAL RESOURCES  
LAND MANAGEMENT DIVISION

*[Signature]*  
INDEXED REGISTRAR

RETURN BY: MAIL ( ) PICKUP ( )

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

SURFRIDER-ROYAL HAWAIIAN SECTOR BEACH AGREEMENT

THIS AGREEMENT, made as of the 28th day of  
May, 1965, by and between the STATE OF HAWAII,  
herein called the "State", and the undersigned owners of  
interests in land abutting Waikiki Beach in Honolulu, Hawaii,  
herein called the "Owners",

WITNESSETH THAT:

WHEREAS, the parties hereto, or their predecessors  
in title and other property owners, by the Waikiki Beach  
Reclamation Main Agreement, recorded in the Hawaii Bureau of  
Conveyances in Book 1034, Page 11, and also recorded in Book  
1047, Page 176, the Supplementary Agreement recorded in Book  
1045, Page 141, and the Bishop Estate Agreement, recorded in  
Book 1045, Page 131, created a public easement for a bathing  
beach and foot passage along Waikiki Beach, including a  
portion thereof extending from the southern boundary of  
the SurfRider Hotel to the northern boundary of the Royal  
Hawaiian Hotel (herein called the "SurfRider-Royal Hawaiian  
Sector") and lying within 75 feet shoreward of mean highwater  
mark along said beach as it may exist from time to time and  
seaward of Line A, described in Exhibit A and shown on

*1204, 2409, 4641  
4293 & 7356  
Book 422-55  
C/S  
December 1965  
Richard L. Espinosa*

*on CJ 28644 from Ins. 342-55  
13th October 1965  
Richard L. Espinosa*

Exhibit B attached hereto and made parts hereof; and

WHEREAS, the parties hereto desire to promote and facilitate the improvement of Waikiki Beach as proposed by the U. S. Army Engineer District, Honolulu, in its Cooperative Beach Erosion Control Study dated 9 August 1963 (herein called the "Cooperative Project"), seaward of Line B as described in Exhibit A and shown on Exhibit B, and to provide for better maintenance and control of said beach; and

WHEREAS, by the terms of Item 3(c), Section 1B, Act 201, S.L.H. 1963, as amended by Act 31, S.L.H. 1964, any improvements to the Kuhio Beach section of Waikiki Beach as provided by such Act, as amended, must be held in abeyance until the owners of at least two-thirds of the property along Waikiki Beach in the SurfRider-Royal Hawaiian Sector have entered into an agreement with the State to so fix the boundaries of their private properties along said beach that no accretion to private land along said beach shall accrue thenceforth,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. The State will use its best efforts to construct the beach seaward of Line B in the SurfRider-Royal Hawaiian Sector substantially in accordance with the Cooperative Project.

2. The Owners hereby approve and consent to the improvement of Waikiki Beach substantially in accordance with the Cooperative Project and the maintenance, preservation and restoration thereof as may be necessary from time

to time, and in furtherance thereof agree to abstain from raising or making any protest, objection or complaint, in court or otherwise, against such improvement.

3. The Owners will release and quitclaim to the State forever all of their respective estate, right, title and interest, including littoral rights, in and to the SurfRider-Royal Hawaiian Sector of Waikiki Beach now or from time to time hereafter existing seaward of Line B, whether created by construction or otherwise, reserving to the Owners the right for themselves, their assigns, employees, officers, guests and all persons under them of full and free access between their respective abutting lands and the sea across said beach and to use said beach for a bathing beach and foot passage.

4. The State will not erect, place or suffer in the SurfRider-Royal Hawaiian Sector of Waikiki Beach seaward of Line B any fence, wall, building, wharf, structure, road, walkway, machine or other obstruction of any kind, except such as may be necessary to be used in connection with such improvement, maintenance, preservation or restoration and except not more than two (2) lifeguard towers. The State will consult the Owners regarding the location of retaining walls, groins, lifeguard towers and other structures before the construction thereof. Upon completion or abandonment of such work the State will remove all obstructions except such retaining walls, groins or other structures as may be necessary for the preservation of that part of the beach which has been constructed, which shall be as low as possible consistent with reasonable engineering requirements,

and such lifeguard towers, and subject to the above exceptions will forever thereafter keep said beach free and clear of obstructions and open for use of the public for a bathing beach and foot passage. The State will protect and preserve all existing beach between Lines A and B from any diminution whatsoever as a result of any work in connection with the Cooperative Project and specifically will not remove the groin now situated near the north end of the SurfRider-Royal Hawaiian Sector without first constructing a replacement groin at or near the same location substantially in accordance with the Cooperative Project.

5. The State will release and quitclaim to the respective Owners, their heirs, successors and assigns, forever, severally in proportion to their respective frontages along Line A, as shown on Exhibit B hereof, contemporaneously with the Owners' conveyance to the State provided in paragraph 3 hereof, all the estate, right, title and interest of the State in and to all the land of the SurfRider-Royal Hawaiian Sector of Waikiki Beach between Lines A and B, as described in Exhibit A and shown on Exhibit B; PROVIDED, HOWEVER, that said land between Lines A and B shall remain subject to the public easement and all the terms and conditions thereof provided by the Waikiki Beach Reclamation Main Agreement recorded in the Hawaii Bureau of Conveyances in Book 1034, Page 11, and also recorded in Book 1047, Page 176, and the Bishop Estate Agreement, recorded in Book 1045, Page 131, as modified herein, until a beach at least seventy-five (75) feet wide shall have been created seaward of Line B along its entire length, in the SurfRider-Royal Hawaiian

Sector, whereupon said easement shall terminate.

6. The Owners will at their own expense, concurrently with the State's construction of beach seaward of Line B, bring their respective areas of beach between Lines A and B up to the finished grade of and equivalent in quality to the beach constructed seaward of Line B. The Owners will not at any time in the SurfRider-Royal Hawaiian Sector of Waikiki Beach between Lines A and B erect or place any building or other structure of any kind, except fences or hedges for the purpose of marking the boundaries of their respective lands.

7. No beach, island or other land or structure whatsoever shall be constructed or permitted to extend in excess of two hundred twenty (220) feet seaward from Line B in the SurfRider-Royal Hawaiian Sector of Waikiki Beach, except for groins required by the Cooperative Project. The State will take all reasonable measures to prevent or remove any such excess beach or land, subject to the availability of funds therefor, and in case of its failure to do so diligently, the Owners or any of them affected thereby may take any such measures and retain or dispose of any material removed.

8. The State will at all times hereafter maintain and keep all of the public beach in the SurfRider-Royal Hawaiian Sector of Waikiki Beach, including all beach seaward of Line B and also the area between Lines A and B subject to public easement while so subject, in a neat and sanitary condition, subject to the availability of funds, and, to the extent permitted by law, policed adequately to assure its

fullest use by the public for a bathing beach and foot passage.

9. The State will not conduct or permit any commercial activity of any kind on the public beach in the SurfRider-Royal Hawaiian Sector of Waikiki Beach, including all beach seaward of Line B and also the area between Lines A and B subject to public easement while so subject. The Owners will not conduct or permit any commercial activity of any kind on the area between Lines A and B subject to public easement while so subject.

10. This Agreement shall be deemed a several and not joint agreement between the State and the respective Owners, may be executed in two or more counterparts, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall not become effective for any purpose unless within one year from the date hereof (a) this Agreement shall be duly executed by the State, with the approval of its Governor, and Owners for the time being owning all legal title and interest in the abutting land along at least two-thirds of Line A, and (b) the State shall be duly authorized to make its conveyances herein provided for. Upon becoming effective this Agreement shall then supersede said Waikiki Beach Reclamation Agreements as to the SurfRider-Royal Hawaiian Sector of Waikiki Beach.

IN WITNESS WHEREOF, the parties hereto have caused

this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

By: *James A. Burns*  
Chairman and Member  
Board of Land and  
Natural Resources



And By: *L. L. Linn*  
Member  
Board of Land and  
Natural Resources

APPROVED:

*John A. Burns*  
JOHN A. BURNS  
Governor, State of Hawaii

*Bert T. Kobayashi*  
BERT T. KOBAYASHI  
Attorney General

*Fujio Matsuda*  
FUJIO MATSUDA  
Director of Transportation

KOKUSAI KOGYO KABUSHIKI KAISHA,  
a Japan Corporation

By: *Ryo Nagasawa*  
RYO. NAGASAWA  
EXECUTIVE DIRECTOR  
KOKUSAI KOGYO CO., LTD.

HAWAIIAN TRUST COMPANY, LIMITED,  
as Trustee under the Will and of  
the Estate of Emily Catharine  
Judd, deceased, and not individually

By: *K. A. Deane*  
VICE-PRESIDENT

By: *Ruedemann*  
ASSISTANT SECRETARY



*Emily Wright Burke*  
EMILY WRIGHT BURKE

*Helen Judd Massey*  
HELEN JUDD MASSEY

*William Portzman Massey, Jr.*  
WILLIAM PORTZMAN MASSEY, JR.

*Ruth Farley Massey*  
RUTH FARLEY MASSEY

APPROVED  
AS TO FORM

1 - 3 1965

*Rye M. Anderson*



THE QUEEN'S HOSPITAL

By: E. E. Neave  
ITS PRESIDENT

By: K. A. Devereux  
ITS SECRETARY

Edwin P. [Signature]

Frank E. Midgiff

Richard [Signature]

TRUSTEES UNDER THE WILL AND OF  
THE ESTATE OF BERNICE PAUHI  
BISHOP, DECEASED

APPROVED AS TO FORM  
ROBERTSON, DASTLE & ANTHONY  
BY: [Signature]

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

On this 15th day of July, 1965,  
before me appeared RYO NAGASAWA, to me  
personally known, who, being by me duly sworn, did say that he  
is the EXECUTIVE DIRECTOR of KOKUSAI KOGYO KABUSHIKI  
KAISHA, a Japan corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation,  
and that the instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and  
the said RYO NAGASAWA acknowledged said  
instrument to be the free act and deed of said corporation.

*Louis A. Gallo*  
Louis A. Gallo  
Consul of the United States of America  
Notary Public, First Judicial  
Circuit, State of Hawaii

My Commission expires:

COMMISSION NO. 102057  
TERMINATION 05  
PRO. MADE UP 8/1  
L. M. O. DIV. 2710

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU )

SS.

LIBER 5219 PAGE 190

On this 7<sup>th</sup> day of June, 1965,  
before me appeared K. R. NURSE and  
R. W. DAVIS, to me personally known,  
who, being by me duly sworn, did say that they are the  
VICE-PRESIDENT and ASSISTANT SECRETARY,  
respectively, of HAWAIIAN TRUST COMPANY, LIMITED, a Hawaii  
corporation, Trustee under the Will and of the Estate of Emily  
Catharine Judd, deceased; that the seal affixed to the fore-  
going instrument is the corporate seal of said corporation; that  
said instrument was signed and sealed in behalf of said corpora-  
tion by authority of its Board of Directors; and said  
K. R. NURSE and R. W. DAVIS  
acknowledged that they executed the same as the free act and  
deed of said corporation as such Trustee.

John X. [Signature]  
Notary Public, First Judicial  
Circuit, State of Hawaii,

My Commission expires: 12-2-67



STATE OF Massachusetts }  
COUNTY OF Stamford } SS.

5219 PAGE 191

On this 16<sup>th</sup> day of June, 1965,  
before me personally appeared EMILY WRIGHT BURKE, to me known  
to be the person described in and who executed the foregoing  
instrument and acknowledged that she executed the same as her  
free act and deed.

[Signature]  
Notary Public  
My Commission Expires Nov. 14, 1965.

STATE OF Virginia }  
COUNTY OF Frederick } SS.



On this 25 day of June, 1965,  
before me personally appeared HELEN JUDD MASSEY, to me known to  
be the person described in and who executed the foregoing  
instrument and acknowledged that she executed the same as her  
free act and deed.

[Signature]  
Notary Public  
My Commission Expires July 14, 1968



STATE OF Virginia }  
COUNTY OF Frederick } SS.

On this 25 day of June, 1965,  
before me personally appeared WILLIAM PORTZMAN MASSEY, JR.,  
to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the  
same as his free act and deed.

[Signature]  
Notary Public  
My Commission Expires July 14, 1968



STATE OF Virginia )  
COUNTY OF Fredricks ) SS.

On this 25 day of June, 1965,  
before me personally appeared RUTH FARLEY MASSEY, to me known  
to be the person described in and who executed the foregoing  
instrument and acknowledged that she executed the same as her  
free act and deed.

Elizabeth C. Wolfe  
Notary Public



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

On this 8th day of June, 1965,  
before me appeared E. E. BLACK and  
K. R. NURSE, to me personally known,

who, being by me duly sworn, did say that they are the  
PRESIDENT and SECRETARY,  
respectively, of THE QUEEN'S HOSPITAL, an eleemosynary  
corporation, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation, and that  
the foregoing instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and  
the said E. E. BLACK and K. R. NURSE  
acknowledged the foregoing instrument to be the free act and  
deed of said corporation.

John A. [Signature]  
Notary Public, First Judicial  
Circuit, State of Hawaii

My Commission expires: 12-3-67



On this 3rd day of August, 1965,  
before me personally appeared Edwin P. Murray,  
Frank E. Midkiff and Richard Lyman, Jr.,  
Trustees under the Will and of the Estate of Bernice Pauahi  
Bishop, deceased, to me known to be the persons described in  
and who severally executed the foregoing instrument and  
severally acknowledged that they executed the same as their  
free act and deed as such Trustees.



Elvera Black  
Notary Public, First Judicial  
Circuit, State of Hawaii

My Commission expires: MAR 31 1968

SURFRIDER-ROYAL HAWAIIAN SECTOR  
BEACH AGREEMENT

## LINE A AND LINE B

Waikiki, Honolulu, Oahu, Hawaii

LINE A. Beginning at a "+" cut on top of seawall at the west end of this line, being the southeast corner of Lot A, as shown on Map 2 of Land Court Application 1316, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LEAHI" being 6125.86 feet North and 6105.36 feet West, thence running by azimuths measured clockwise from True South:-

1. 268° 12' 97.45 feet along R.P. 2560, L.C.Aw. 1445, Apana 1 to Kanemakua;
2. 170° 45' 5.50 feet along R.P. 2560, L.C.Aw. 1445, Apana 1 to Kanemakua;
3. 261° 19' 233.06 feet along R.P. 2560, L.C.Aw. 1445, Apana 1 to Kanemakua;
4. 271° 16' 109.04 feet along R.P. 2560, L.C.Aw. 1445, Apana 1 to Kanemakua and along Lot 3, as shown on Map 1 of Land Court Consolidation 14;
5. 275° 25' 152.50 feet along Lot 3, as shown on Map 1 of Land Court Consolidation 14 and along Lot 4, as shown on Map 2 of Land Court Consolidation 12;
6. 287° 47' 131.90 feet along Lot 4, as shown on Map 2 of Land Court Consolidation 12 and along Lot D, as shown on Map 2 of Land Court Application 1071;
7. 297° 32' 141.50 feet along Lot D, as shown on Map 2 of Land Court Application 1071 and along Lot A, as shown on Map 1 of Land Court Application 1677;
8. 310° 17' 61.80 feet along Lot A, as shown on Map 1 of Land Court Application 1677;

- |     |          |   |
|-----|----------|---|
| 9.  | 291° 29' | 88.92 feet along Lot A, as shown on Map 1 of Land Court Application 1677;   |
| 10. | 293° 38' | 66.50 feet along Lot A, as shown on Map 1 of Land Court Application 1677;   |
| 11. | 302° 30' | 10.29 feet along Lot A, as shown on Map 1 of Land Court Application 1677;   |
| 12. | 301° 38' | 187.26 feet along Lot B, as shown on Map 3, Lot A-2, as shown on Map 4 and Lots A-1-A and A-1-B, as shown on Map 5, all of Land Court Application 1274, to a brass pin in concrete at the easterly end of said Line A, being the south corner of Lot A-1-B and the west corner of Lot A-1-C, as shown on Map 5 of said Land Court Application 1274. |

LINE B. Situate at Waikiki, Honolulu, Oahu, Hawaii.

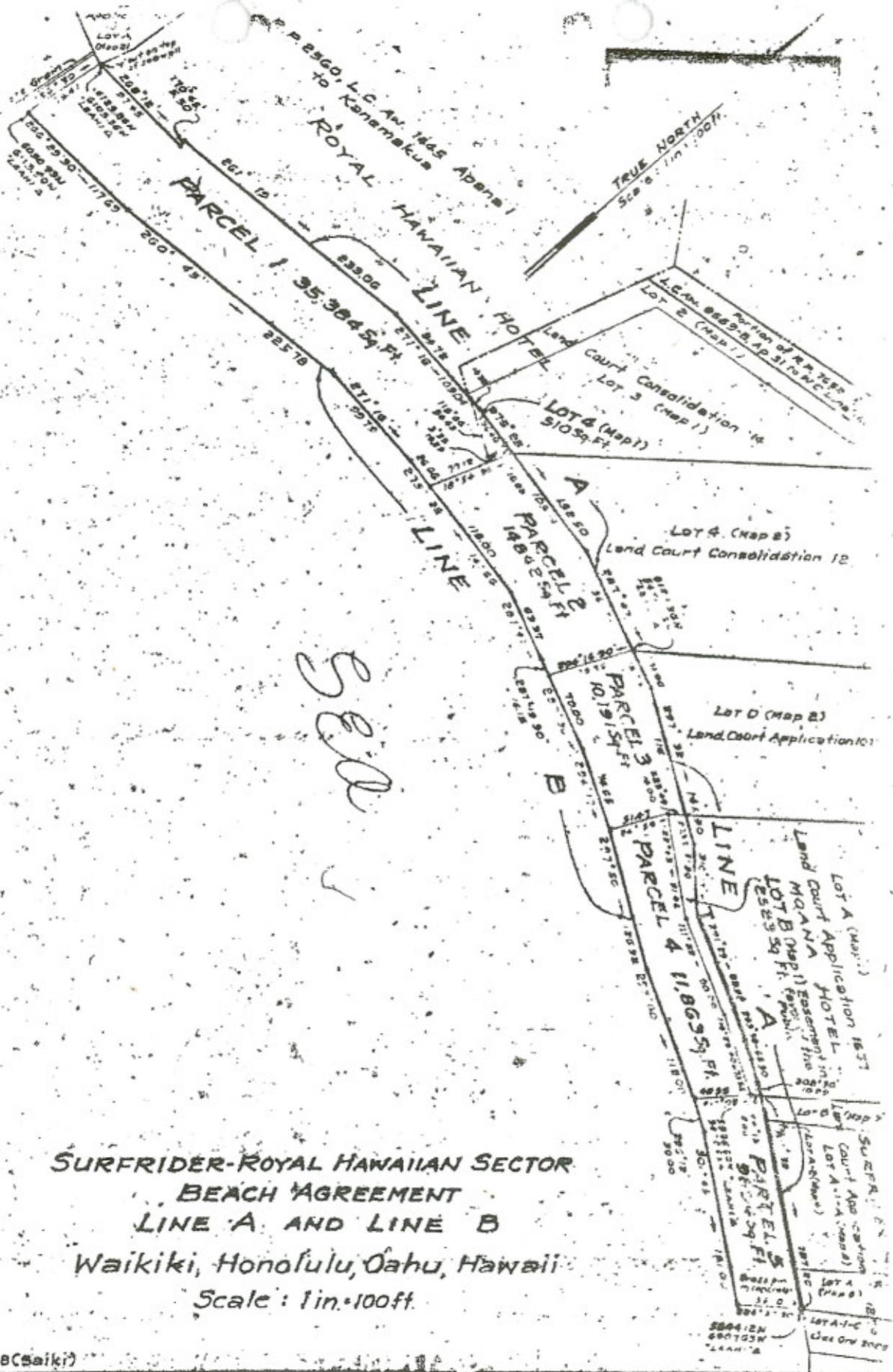
Beginning at the west end of this line, the true azimuth and distance to the southeast corner of Lot A, as shown on Map 2 of Land Court Application 1316 being 186° 30' 75.41 feet and the coordinates of said point of beginning referred to Government Survey Triangulation Station "LEAHI" being 6050.93 feet North and 6113.90 feet West, thence running by azimuths measured clockwise from True South:-

- |    |              |              |
|----|--------------|--------------|
| 1. | 266° 29' 30" | 117.69 feet; |
| 2. | 260° 45'     | 225.78 feet; |
| 3. | 271° 16'     | 99.79 feet;  |
| 4. | 275° 25'     | 141.66 feet; |
| 5. | 287° 47'     | 63.37 feet;  |
| 6. | 287° 19' 30" | 16.15 feet;  |
| 7. | 287° 30'     | 70.00 feet;  |
| 8. | 294° 17'     | 74.65 feet;  |
| 9. | 297° 50'     | 126.32 feet; |

10. 293° 00' 118.00 feet;  
11. 296° 12' 30.00 feet;  
12. 301° 45' 151.00 feet to the end of said Line B; the true azimuth and distance, to a brass pin in concrete at the south corner of Lot A-1-B and the west corner of Lot A-1-C, as shown on Map 5 of Land Court Application 1274 being 224° 57' 30" 55.10 feet.

Description Checked





*See 1*

**SURFRIDER-ROYAL HAWAIIAN SECTOR  
 BEACH AGREEMENT  
 LINE A AND LINE B  
 Waikiki, Honolulu, Oahu, Hawaii  
 Scale : 1 in. = 100 ft.**

JOB  
 C. BK B(Saiki)

TAX MAP C-6-Q1402

SURVEY DIVISION  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
 STATE OF HAWAII

C. S. P. No. 14617

K 5-5/25169