

Committee on Tourism & Culture
Rep. Ryan I. Yamane, Chair
Rep. Joey Manahan, Vice Chair

LATE TESTIMONY

Committee on Water, Land, Ocean Resources & Hawaiian Affairs
Rep. Ken Ito, Chair
Rep. Jon Riki Karamatsu, Vice Chair

HB 2323 Relating to Beaches: Hearing February 11, 2008 @ 8:30 am in
room 325

To: Chairman & Members of the Committee
From: George Downing, Spokesperson of Save Our Surf

Dear Chairs Yamane and Ito and Vice Chairs Manahan and Karamatsu,

I strongly oppose HB 2323. In reference to page 5, section 3, line 6 to 10 of HB 2323, I respectfully request that this section be eliminated from this bill. The reason—private property. There is a public value to fund sand replenishment to public and/or State owned beaches, but not to private property which applies to the Royal Hawaiian and/or Sheraton Hotel.

Beach Property Ownership: Who Owns Waikiki Beach?

The State of Hawaii does not own beach property seaward of hotel seawalls. I share with your committee, as part of my testimony, questions as to ownership of seaward sand beach expansion, groins, etc. explained in the following document of agreements titled "Waikiki Beach Reclamation, Agreements Between the Territory of Hawaii and Property Owners."

Main agreement, October 19, 1928
Supplementary agreement, July 5, 1929
Bishop Estate Agreement, October 19, 1928

Please refer to the main agreement on page 4, item 3 which reads:

"That such beach, while in the process of construction, and after completion of construction, or in case of impracticability of the project shall be shown, shall become and be deemed to be natural accretion attached to the abutting property, and title there to shall immediately vest in the owner or owners of

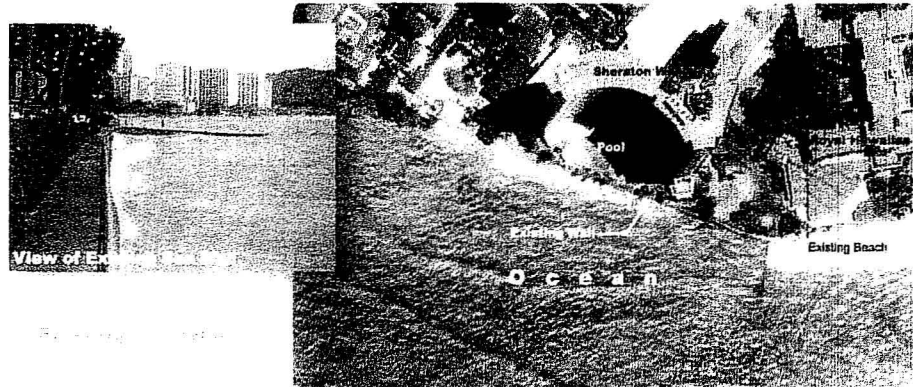
the property abutting thereon in proportion to their sea-frontage, subject only to the easement in favor of the public as above stated.”

We should not use public taxpayers funds on this privately owned project, on private property and possibly be assuming personal liability, legal actions for our monetary and possibly other supporting design failures.

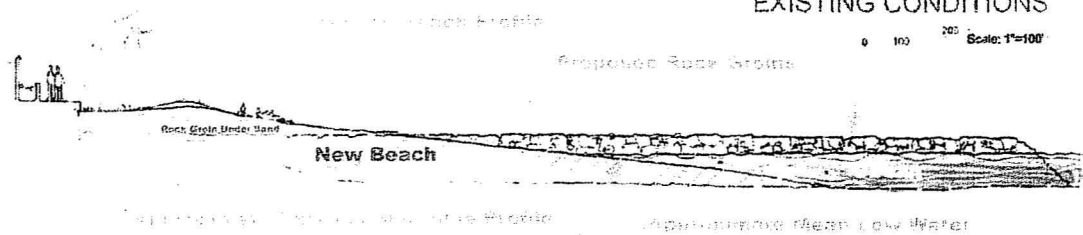
Respectfully submitted,

George Downing
Save our Surf Spokesperson
3017 Waialae Ave.
Honolulu, HI 96816
Fax: 732-4563

GRAY'S BEACH RESTORATION



EXISTING CONDITIONS



PROPOSED BEACH RESTORATION DESIGN SECTION



PROPOSED BEACH RESTORATION PLAN

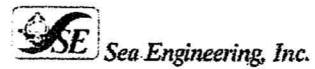


Figure 2. Project Plan

WAIKIKI BEACH RECLAMATION

AGREEMENTS BETWEEN THE TERRITORY
OF HAWAII AND PROPERTY OWNERS,
AS FOLLOWS:

MAIN AGREEMENT, OCTOBER 19, 1928

SUPPLEMENTARY AGREEMENT, JULY 5, 1929

BISHOP ESTATE AGREEMENT, OCTOBER 19, 1928



Office of the
Commissioner of Public Lands

this agreement, and, in case the project shall have been a success, will, subject to the above exception, forever thereafter keep the beach free and clear of obstructions and open for the use of the public as a bathing beach and for passing over and along the same on foot.

3. That such beach, while in the process of construction, and after completion of construction, or in case the impracticability of the project shall be shown, shall become and be deemed to be natural accretion attached to the abutting property, and title thereto shall immediately vest in the owner or owners of the property abutting thereon, in proportion to their sea-frontage, subject only to the easement in favor of the public as above stated.

4. That in case such project shall prove to be impracticable it will, at the request of any party of the second part, recommend to the Legislature that the necessary legislation be enacted for the removal of any retaining wall, groin or other structure which shall have been placed in front of his property in the attempt to build such beach.

In consideration of the foregoing covenants and agreements of the party of the first part, the parties of the second part hereby covenant and agree with the party of the first part as follows:

(A) That they do, and each of them does, hereby approve and consent to the building of a beach at Waikiki aforesaid, as authorized by said Act 273 of the Session Laws of 1927, and in furtherance of such approval and consent do hereby promise and agree to abstain from raising and/or making any protest, objection and/or complaint, in court or otherwise, against the same, and do further subject all their property within the area described in said Exhibit A, and all their right, title and interest in the beach which shall be built pursuant to the authority of said Act within such area, to the uses and purposes provided in said Act and in this agreement.

(B) That they will not erect or place on any part of such beach so to be constructed as aforesaid within seventy-five (75) feet of mean highwater mark of such beach as it may exist from time to time, any building, fence, wall or other structure or obstruction of any kind unless such mean highwater mark shall be more than seventy-five (75) feet from the present line of mean highwater mark as shown by the shoreward boundary of the area described in said Exhibit A, and in any case will not erect or place on such beach any such structure or obstruction other than portable fences and/or hedges for the purpose of marking the boundaries of their respective abutting properties, and such structures as shall be removable in nature, providing, however, that

part to be observed and performed shall render this agreement void and of no further force or effect as to any party of the second part at his election; provided, however, that title to so much beach as shall have been constructed shall remain vested in the owner of the abutting property adjoining which such beach shall have been constructed; and the failure of any party of the second part to comply with and perform any covenant herein contained and on his part to be observed and performed shall not avoid the same but the party of the first part may enforce the observance and performance of such covenant by any proper legal proceeding.

That this agreement shall be deemed a several and not joint agreement, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, but the same shall not become effective for any purpose unless and until the United States of America by presidential proclamation or other lawful means, shall have transferred all its title in and to the area described in said Exhibit A to the party of the first part.

In witness whereof, the party of the first part has caused these presents to be executed on its behalf by C. T. Bailey, Commissioner of Public Lands of the Territory of Hawaii, and countersigned by W. R. Farrington, Governor of the Territory of Hawaii, and by Lyman H. Bigelow for and on behalf of the Board of Harbor Commissioners of the Territory of Hawaii, and the parties of the second part have caused these presents to be duly and properly executed as of this 19th day of October, 1928.

(Seal)

The Territory of Hawaii,

By C. T. Bailey,

Commissioner of Public Lands.

Countersigned:

W. R. Farrington
Governor.

Board of Harbor Commissioners

By Lyman H. Bigelow,
Chairman.

Emilie Macfarlane

(Corporate Seal)

Father H. Valentin

Hawaiian Trust Co., Ltd.

By F. W. Jamieson, Vice-President.

U. J. Rainalter, Secretary.

Trustees under the will of John Ena,
deceased.

(Corporate Seal)

Charles S. Davis.
Bishop Trust Company, Limited.
By E. W. Sutton, Its Vice President.
By M. B. Henshaw, Its Vice-President
Trustees under the Will and of the Estate
of Arthur M. Brown, deceased.

J. D. McInerney

Clifford Kimball
By W. S. Sawtell, Atty. in Fact.

(Corporate Seal)

Heen Investments, Limited
By Wm. H. Heen, Its President.
And A. W. Heen, Its Treasurer.

(Corporate Seal)

Honolulu Lodge B. P. O. E. No. 616
By G. S. Leithead, Trustee
W. Lederer, "
W. J. Warner, "

Estate of James Robinson
By J. Lawrence P. Robinson, Trustee
By T. Edgar Robinson, Trustee

J. Lawrence P. Robinson

Mark A. Robinson

James A. Wilder

Bertha R. Young

James F. Woods

Mary O'Donnell

Thomas A. K. Cleghorn

Elizabeth K. Woods

(Corporate Seal)

Realty Associates, Ltd.
By F. D. Lowrey, Its President
By W. G. Matthias, Its Treasurer

(Corporate Seal)

Harriet Hatch Hartwell
By Pacific Trust Co., Ltd.
By John J. Walsh, President
By W. A. White, Treasurer.
Her Attorney in Fact.

Territory of Hawaii }
 City and County of Honolulu } ss.

On this 22nd day of October, A. D. 1928, before me appeared F. W. Jamieson and U. J. Rainalter to me personally known, who being by me duly sworn, did say that they are Vice President and Secretary respectively of Hawaiian Trust Company, Limited, an Hawaiian corporation, Trustee under the will of Emily C. Judd, deceased and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. W. Jamieson, U. J. Rainalter acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Louise C. Rogers,
 Notary Public, First Judicial
 Circuit, Territory of Hawaii.

Territory of Hawaii }
 City and County of Honolulu } ss.

On this 22nd day of October, A. D. 1928, before me appeared F. W. Jamieson and U. J. Rainalter to me personally known, who being by me duly sworn, did say that they are Vice President and Secretary respectively of Hawaiian Trust Co., Ltd., an Hawaiian Corporation, Trustee under the Will of Robert Le-wers, deceased and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. W. Jamieson, U. J. Rainalter acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Louise C. Rogers,
 Notary Public, First Judicial
 Circuit, Territory of Hawaii.

Territory of Hawaii }
 City and County of Honolulu } ss.

On this 22nd day of October, 1928, before me personally appeared F. W. Jamieson and U. J. Rainalter to me personally known, who being by me duly sworn, did say that they are the Vice-President and Secretary, respectively of the Hawaiian Trust Company, Limited, an Hawaiian corporation, one of the Trustees of the John Ena Estate, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. W. Jamieson and U. J. Rainalter acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

(Notarial Seal)

Louise C. Rogers,
 Notary Public, First Judicial
 Circuit, Territory of Hawaii.

Territory of Hawaii }
 City and County of Honolulu } ss.

On this 22nd day of October, 1928, before me personally appeared Father H. Valentin, one of the Trustees of the John Ena Estate, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed as such Trustee.

(Notarial Seal)

Louise C. Rogers,
 Notary Public, First Judicial
 Circuit, Territory of Hawaii.

Territory of Hawaii }
 City and County of Honolulu } ss.

On this 22nd day of October, A. D. 1928, before me appeared F. W. Jamieson and U. J. Rainalter, to me personally known who by me duly sworn did say that they are Vice President and Secretary respectively of Hawaiian Trust Company, Limited, and that said Hawaiian Trust Company, Limited, is the attorney-in-fact of Joel C. Cohen; that the foregoing instrument was executed in the name and behalf of Joel C. Cohen by the said Hawaiian Trust Company, Limited, as his attorney-in-fact; that the seal affixed to the foregoing instrument is the corporate seal of said Hawaiian Trust Company, Limited, and said instrument was so executed by said Hawaiian Trust Company, Limited, by authority of its Board of Directors and said F. W. Jamieson and U. J. Rainalter acknowledged said instrument to be the free act and deed of said Joel C. Cohen.

(Notarial Seal)

Louise C. Rogers,
 Notary Public, First Judicial
 Circuit, Territory of Hawaii.

Directors, and said Harriet C. Andrews and Annie P. Mott-Smith acknowledged to me that they executed the same as the free act and deed of said corporation.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 26th day of October, 1928, before me personally appeared Leo M. Harkins, to me personally known, who, being by me duly sworn, did say that he is the attorney in fact of William H. Lewers, beneficiary under the will and of the estate of Robert Lewers, deceased, duly appointed under the power of attorney dated the 18th day of October, 1927, recorded in book 897 at pages 278-279, in the office of the Registrar of Conveyances in Honolulu aforesaid; that the foregoing instrument was executed in the name and behalf of said William H. Lewers, by the said Leo M. Harkins, as his attorney in fact, and who acknowledged to me that the foregoing instrument was executed by him as his free act and deed as such attorney in fact.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 27th day of October, A. D. 1928, before me personally appeared James Steiner 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 29th day of October, 1928, before me personally appeared W. A. Kanakanui 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 30th day of October, 1928, before me personally appeared Henry H. Paoa known to me 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 2nd day of November, 1928, before me personally appeared Charles S. Davis, one of the Trustees of the Estate of A. M. Brown, deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed as such Trustee.

(Notarial Seal)

Philip H. Levey,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii)
City and County of Honolulu } ss.

On this 2nd day of November, 1928, before me personally appeared E. W. Sutton and M. B. Henshaw to me personally known, who being by me duly sworn, did say that they are the Vice-Presidents, respectively, of the Bishop Trust Company, Limited, an Hawaiian corporation, one of the Trustees of the Estate of A. M. Brown, deceased, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. W.

going instrument and acknowledged to me that he executed the same as his free act and deed.

(Notarial Seal)

Cora M. Phillips,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 20th day of November, A. D. 1928, before me personally appeared James A. Wilder 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 23rd day of November, 1928, before me personally appeared Bertha R. Young 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 4th day of December, 1928, before me personally appeared J. Lawrence Robinson and T. Edgar Robinson, Trustees of the James Robinson Estate, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed, as such Trustees.

(Notarial Seal)

Cora M. Phillips,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 7th day of December, 1928, before me personally appeared Mary O'Donnell and Thomas A. K. Cleghorn to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

(Notarial Seal)

Chas. H. Merriam,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
Honolulu } ss.
City and County of Honolulu }

On this 13th day of December, 1928, before me personally appeared James F. Woods and Elizabeth K. Woods, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

(Notarial Seal)

James M. Laird,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 14th day of December, 1928, before me personally appeared F. D. Lowrey and W. G. Matthias to me personally known, who being by me duly sworn, did say that they are the President and Treasurer, respectively, of the Realty Associates, Limited, an Hawaiian corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. D. Lowrey and W. G. Matthias acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

Lois Berry,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said P. K. McLean and C. L. C. Galt acknowledged said instrument to be the free act and deed of said corporation, as Trustee.

(Notarial Seal)

Louise C. Rogers,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

City and County of Honolulu }
Territory of Hawaii } ss.

On this 31st day of December, A. D. 1928, before me personally appeared William E. Kerr, 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.

(Notarial Seal)

James M. Laird,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

City and County of Honolulu }
Territory of Hawaii } ss.

On this 31st day of December, A. D. 1928, before me personally appeared Lawrence A. Kerr, 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.

(Notarial Seal)

James M. Laird,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 31st day of December, 1928, before me personally appeared Laella R. Emmans 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.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

City and County of Honolulu }
Territory of Hawaii } ss.

On this 2nd day of January, A. D. 1929, before me appeared A. N. Campbell and J. K. Clarke, to me personally known, who being by me duly sworn did say, that they are respectively the President and Treasurer of the Henry Waterhouse Trust Company, Limited, Trustee for Matilda Kerr, Elizabeth Margaret M. E. Harris, William Elderkin Kerr and Lawrence Alfred Kerr under Deed of Trust made by L. B. Kerr dated July 15th, 1919, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

And said A. N. Campbell and J. K. Clarke, severally acknowledged said instrument to be the free act and deed of said corporation, as such Trustee.

(Notarial Seal)

James M. Laird,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 8th day of August, 1929, before me personally appeared A. R. Cunha, as Manager of the E. S. Cunha Estate, 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 as such Manager.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 10th day of August, 1929, before me personally appeared Rosalie Angela Wight, as Trustee of the E. S. Cunha Estate, 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 as such Trustee.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

EXHIBIT "A"

That certain area of land situate in Waikiki, District of Honolulu, Island of Oahu, Territory of Hawaii:

Beginning at a stake on the South side of Boulevard (which Boulevard is South of Ala Wai), on the high water mark, the coordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 9083.7 feet South and 2848.9 feet East, as shown on Government Survey Registered Map No. 2799 (Sheets 1, 2 and 3), and running along high water mark by true azimuths and distances as follows:

1. 315° 01' 39.75 feet to a stake;
2. 317° 46' 183.98 feet to a stake;
3. 351° 38' 41.43 feet to a stake;
4. 49° 40' 10.95 feet to a stake;
5. 319° 16' 24.15 feet along seawall to a stake;
6. 332° 06' 19.40 feet to a stake;
7. 317° 52' 88.44 feet to a stake;
8. 45° 56' 9.05 feet along seawall to a stake;
9. 318° 01' 15.65 feet along same to a stake;
10. 227° 35' 10.98 feet along same to a stake;
11. 319° 38' 130.85 feet along same to a stake;
12. 305° 57' 63.57 feet to a stake;
13. 317° 19' 128.05 feet to a stake;
14. 320° 56' 75.60 feet to a stake;
15. 325° 11' 153.05 feet to a stake;
16. 327° 55' 321.65 feet to a stake;
17. 321° 35' 67.35 feet to a stake;
18. 312° 39' 27.23 feet to a stake;
19. 294° 47' 22.20 feet to a stake;
20. 316° 40' 9.25 feet along seawall to a stake;
21. 325° 35' 13.45 feet across stream to a stake;
22. 60° 04' 46.12 feet along seawall to a stake;
23. 333° 27' 78.15 feet to + on concrete;
24. 330° 44' 101.40 feet to a stake;
25. 340° 15' 208.40 feet to a stake;
26. 347° 28' 191.90 feet to a stake;
27. 0° 04' 41.75 feet to a stake;
28. 52° 21' 38.80 feet along seawall to a stake;
29. 37° 35' 6.70 feet along same to a spike in face of seawall;
30. 59° 31' 49.85 feet along same to a spike in face of seawall;
31. 61° 52' 277.20 feet along same to a spike in face of seawall;
32. 313° 56' 78.20 feet to a stake;
33. 261° 39' 24.90 feet along seawall to a stake;
34. 294° 32' 95.82 feet along seawall to a stake;
35. 29° 45' 1.29 feet along seawall to an iron pin;
36. 270° 29' 91.62 feet along seawall to a + on concrete;
37. 275° 34' 34.85 feet along seawall to a + on concrete;
38. 281° 44' 65.75 feet along seawall to a stake;
39. 234° 44' 35.95 feet along seawall to a stake;
40. 304° 10' 66.95 feet to a stake;
41. 282° 40' 26.20 feet to a stake;
42. 229° 42' 5.50 feet to a stake;
43. 308° 49' 84.35 feet to a stake;
44. 312° 17' 32.10 feet to a stake;
45. 57° 58' 95.55 feet along seawall to U. S. Military Reservation Monument No. 31;

96.	283°	11'	21.20	feet to a stake;
97.	316°	43'	125.20	feet to a stake;
98.	318°	42'	118.60	feet to a stake;
99.	317°	19'	73.65	feet to a stake;
100.	357°	31'	27.85	feet to a + on stone;
101.	311°	32'	88.20	feet along seawall to a + on stone;
102.	225°	19'	35.45	feet along same to a stake;
103.	308°	38'	88.00	feet to a spike in face of seawall;
104.	44°	28'	30.70	feet along seawall to a + on concrete;
105.	314°	22'	127.60	feet along same to a + on concrete;
106.	324°	35'	65.05	feet along same to a stake;
107.	239°	30'	9.00	feet along same to a stake;
108.	333°	49'	145.80	feet to a stake;
109.	343°	03'	163.40	feet to a stake;
110.	56°	00'	7.20	feet along seawall to a + on face of seawall;
111.	316°	50'	110.10	feet along same to a + on face of seawall;
112.	240°	36'	9.90	feet along same to a stake;
113.	313°	00'	47.05	feet to a + on seawall;
114.	330°	33'	36.95	feet along seawall to a + on seawall;
115.	333°	41'	433.4	feet along seawall;
116.	336°	31'	433.9	feet along same;
117.	77°	42'	8.7	feet along same;
118.	5°	11'	73.8	feet along same;
119.	11°	29'	21.0	feet along same;
120.	17°	25'	44.4	feet along same;
121.	33°	42'	50.2	feet along same;
122.	57°	34'	40.2	feet along same;
123.	358°	55'	161.9	feet along same to an A on seawall;
124.	359°	15'	100.6	feet along same;
125.	263°	35'	5.4	feet along same;
126.	358°	14'	98.2	feet along same;
127.	80°	11'	11.1	feet along seawall;
128.	1°	28'	100.8	feet along same to a spike in face of seawall;
129.	356°	34'	52.1	feet along same;
130.	70°	59'	10.2	feet along same;
131.	352°	51'	205.1	feet along same;
132.	60°	36'	9.5	feet along same;
133.	350°	52'	95.0	feet along same;
134.	76°	00'	10.3	feet along same;
135.	347°	02'	97.2	feet along same;
136.	347°	12'	153.0	feet along same;
137.	77°	32'	27.6	feet along same;
138.	346°	41'	97.1	feet along same to a + on seawall;
139.	257°	30'	6.0	feet along same;
140.	340°	56'	32.8	feet;
141.	78°	34'	7.7	feet along cement walk;
142.	343°	28'	8.5	feet along same;
143.	260°	43'	4.6	feet along same;
144.	346°	33'	7.3	feet along seawall;
145.	261°	07'	4.0	feet along same;
146.	345°	04'	55.9	feet along same;
147.	345°	25'	246.7	feet along same;
148.	346°	27'	169.4	feet along same;
149.	339°	58'	37.0	feet along same;
150.	337°	35'	105.7	feet along same;
151.	346°	42'	36.0	feet along same;
152.	76°	29'	245.6	feet along same;
153.	31°	42'	21.6	feet along same;

SUPPLEMENTARY AGREEMENT

BETWEEN THE TERRITORY OF HAWAII
AND PROPERTY OWNERS AT WAIKIKI FOR
THE RECLAMATION OF WAIKIKI BEACH,
DATED JULY 5, 1929, RECORDED IN THE
BUREAU OF CONVEYANCES AT HONOLULU,
IN BOOK 1045, PAGES 141-145.

This Agreement, made as of the 5th day of July, 1929, by the Territory of Hawaii, supplementing that certain agreement made as of the 19th day of October, 1928, by and between the said Territory of Hawaii, as party of the first part, and, among others, the Trustees and Beneficiaries of James Robinson Estate, the United States Investment Company, Limited, Luella R. Emmans, Bishop Trust Company, Limited, as Trustees for Emmans property, and Hawaiian Trust Company, Limited, as several parties of the second part, pursuant to Act 273, of the Session Laws of Hawaii, 1927.

Witnesseth: Whereas, it was the sense and understanding of the parties to the aforesaid agreement, that any errors appearing in the description set forth in Exhibit "A", an incorporated part of the said agreement, would, upon application by any of the parties of the second part affected by such error, be corrected by the party of the first part; and

Whereas, application has been made by those parties of the second part above named, claiming that there are certain errors in the said description affecting them; and

Whereas, it appearing that the claims of the said parties as named are well taken within the contemplation of the purposes of the project provided for by the said agreement and said Act 273, and that Exhibit "A" should be amended accordingly;

Now, therefore, in consideration of the premises and the execution of the aforesaid agreement by the parties above named, and of the covenants and agreements therein contained, the Territory of Hawaii, as party of the first part to the said agreement, hereby covenants and agrees to, and by these presents hereby does, amend that certain description set forth in Exhibit "A" of the said agreement in so far as it pertains to the properties situated at Waikiki of the following named second parties, said amendment to read by name and description as follows:

Description of Low-Water Mark along seashore fronting property of Luella R. Emmans, Waikiki, Honolulu, Oahu, T. H.

Beginning at a point on Low-Water mark at the West corner of the Luella R. Emmans property, the coordinates of said point of beginning referred to Government Survey Trig. Station "Punchbowl" being 13,544.52 feet South and 8133.08 feet East, as shown on sheet 3 Government Survey Registered Map No. 2799 and running by true azimuths (along Low-Water Mark):

It is the sense of this amendment, and so understood by the parties affected, that the term "low water mark", as herein used, shall be substituted for the term "high water mark" in the said agreement, wheresoever the same is required by the sense and meaning of the said agreement, in respect to the properties above designated as running to "low water mark".

The Territory of Hawaii, as such party of the first part in the agreement referred to, further covenants and agrees to consider this agreement as an incorporated part of the said agreement referred to, executed by the said parties of the second part above named, subject, however, to the provisions and conditions therein contained.

In witness whereof, the Territory of Hawaii has caused these presents to be executed on its behalf by C. T. Bailey, Commissioner of Public Lands of the Territory of Hawaii, and by Lawrence M. Judd, Governor of the Territory of Hawaii, and by Lyman H. Bigelow, for and on behalf of the Board of Harbor Commissioners of the Territory of Hawaii.

(Seal)

The Territory of Hawaii,
By C. T. Bailey,
Commissioner of Public Lands.

Countersigned:

Lawrence M. Judd,
Governor of Hawaii.
Lyman H. Bigelow,
Chairman, Board of Harbor Commissioners.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 26th day of August, 1929, before me personally appeared Lawrence M. Judd, Governor of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed as such Governor of the Territory of Hawaii on behalf of the Territory of Hawaii.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 26th day of August, 1929, before me personally appeared Lyman H. Bigelow, Chairman of the Board of Harbor Commissioners of the Territory of Hawaii, to me known to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed as such Chairman of the Board of Harbor Commissioners of the Territory of Hawaii on behalf of the Territory of Hawaii.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 28th day of August, 1929, before me personally appeared C. T. Bailey, Commissioner of Public Lands, to me known to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed as such Commissioner of Public Lands on behalf of the Territory of Hawaii.

(Notarial Seal)

Marion L. Cochran,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Entered of record this 18th day of
January, A. D. 1930, at 11:12 o'clock
A. M., and compared.

Registrar of Conveyances.

3. That such beach, while in the process of construction, and after completion of construction, or in case the impracticability of the project shall be shown, shall become and be deemed to be natural accretion attached to the abutting property, and title thereto shall immediately vest in the owner or owners of the property abutting thereon, in proportion to their sea-frontage, subject only to the easement in favor of the public as above stated.

4. That in case such project shall prove to be impracticable it will, at the request of any party of the second part, recommend to the legislature that the necessary legislation be enacted for the removal of any retaining wall, groin or other structure which shall have been placed in front of his property in the attempt to build such beach.

In consideration of the foregoing covenants and agreements of the party of the first part, the parties of the second part hereby covenant and agree with the party of the first part as follows:

(A) That they do, and each of them does, hereby approve and consent to the building of a beach at Waikiki aforesaid, as authorized by said Act 273 of the Session Laws of 1927, and in furtherance of such approval and consent do hereby promise and agree to abstain from raising and/or making any protest, objection and/or complaint, in court or otherwise, against the same, and do further subject all their property within the area described in said Exhibit A, and all their right, title and interest in the beach which shall be built pursuant to the authority of said Act within such area, to the uses and purposes provided in said Act and in this agreement.

(B) That they will not erect or place on any part of such beach so to be constructed as aforesaid within seventy-five (75) feet of mean highwater mark of such beach as it may exist from time to time, any building, fence, wall or other structure or obstruction of any kind unless such mean highwater mark shall be more than seventy-five (75) feet from the present line of mean highwater mark as shown by the shoreward boundary of the area described in said Exhibit A, and in any case will not erect or place on such beach any such structure or obstruction other than portable fences and/or hedges for the purpose of marking the boundaries of their respective abutting properties, and such structures as shall be removable in nature, providing, however, that such fences, hedges and/or structures shall at no time be situated within the area reserved for the public as herein provided.

(C) That in the event that said project shall prove successful they will at no time prevent such beach in front of their respective premises from being kept open for the use of the public as a bathing beach and for passing over and along the same on foot,

agreement, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, but the same shall not become effective for any purpose unless and until the United States of America by presidential proclamation or other lawful means, shall have transferred all its title in and to the area described in said Exhibit A to the party of the first part.

In witness whereof, the party of the first part has caused these presents to be executed on its behalf by C. T. Bailey, Commissioner of Public Lands of the Territory of Hawaii, and countersigned by W. R. Farrington, Governor of the Territory of Hawaii, and by Lyman H. Bigelow for and on behalf of the Board of Harbor Commissioners of the Territory of Hawaii, and the parties of the second part have caused these presents to be duly and properly executed as of this 19th day of October, 1928.

(Seal)

The Territory of Hawaii,
By C. T. Bailey,
Commissioner of Public Lands.

Countersigned: October 17, 1929.

Lawrence M. Judd, Governor.

Board of Harbor Commissioners,

By Lyman H. Bigelow, Chairman.

W. O. Smith	} Trustees under the Will and of the Estate of Bernice P. Bishop.
E. F. Bishop	
Richard H. Trent	

(Corporate Seal)

Territorial Hotel Company, Limited,
By F. C. Atherton, its Vice-President
By Atherton Richards, its Treas.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 29th day of December, A. D. 1928, before me appeared F. C. Atherton and Atherton Richards to me personally known, who being by me duly sworn did say that they are the Vice-President and Treasurer respectively of Territorial Hotel Company, Limited, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. C. Atherton and Atherton Richards acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal)

John F. Stone,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

Territory of Hawaii }
City and County of Honolulu } ss.

On this 29th day of December, A. D. 1928, before me personally appeared W. O. Smith, E. F. Bishop and Richard H. Trent, Trustees under the Will and of the Estate of Bernice P. 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.

(Notarial Seal)

Florence K. Kienzle,
Notary Public, First Judicial
Circuit, Territory of Hawaii.

34.	294° 32'	95.82	feet along Sea Wall to a stake;
35.	29° 45'	1.29	feet along Sea Wall to an Iron Pin;
36.	270° 29'	91.62	feet along Sea Wall to a + on concrete;
37.	275° 34'	34.85	feet along Sea Wall to a + on concrete;
38.	281° 44'	65.75	feet along Sea Wall to a stake;
39.	234° 44'	35.95	feet along Sea Wall to a stake;
40.	304° 10'	66.95	feet to a stake;
41.	282° 40'	26.20	feet to a stake;
42.	229° 42'	5.50	feet to a stake;
43.	308° 49'	84.35	feet to a stake;
44.	312° 17'	32.10	feet to a stake;
45.	57° 58'	95.55	feet along Sea Wall to U. S. Military Reservation Monument No. 31;
46.	301° 17' 30"	58.34	feet along same to U. S. Military Reservation Monument No. 30;
47.	305° 47' 30"	100.03	feet along same to U. S. Military Reservation Monument No. 29;
48.	310° 50' 30"	99.97	feet along same to U. S. Military Reservation Monument No. 28;
49.	315° 57' 30"	99.99	feet along same to U. S. Military Reservation Monument No. 27;
50.	321° 02' 30"	100.03	feet along same to U. S. Military Reservation Monument No. 26;
51.	325° 45' 30"	505.55	feet along same to U. S. Military Reservation Monument No. 25;
52.	323° 48' 30"	100.00	feet along same to U. S. Military Reservation Monument No. 24;
53.	316° 46'	100.00	feet along same to U. S. Military Reservation Monument No. 23;
54.	309° 46'	63.54	feet along same;
55.	9° 37'	40.20	feet to a stake;
56.	308° 04'	63.65	feet to a stake;
57.	290° 25'	111.33	feet to a stake;
58.	299° 26'	251.40	feet to a stake;
59.	306° 19'	100.80	feet to a stake;
60.	303° 00'	149.35	feet to a stake;
61.	293° 12'	47.85	feet to a stake;
62.	284° 09'	89.75	feet to a stake;
63.	307° 41'	4.05	feet along Sea Wall to a stake;
64.	36° 16'	8.15	feet along same to a stake;
65.	287° 29'	383.90	feet along same to a + on concrete;
66.	245° 48'	11.15	feet along same to a + on concrete;
67.	211° 06'	34.00	feet along same to a stake;
68.	301° 33'	4.10	feet along fence to a stake;
69.	298° 07'	28.35	feet to a stake;
70.	297° 26'	38.00	feet to a stake;
71.	289° 00'	87.70	feet to a stake;
72.	20° 40'	7.70	feet to a stake;
73.	294° 14'	70.75	feet along wood wall to a + on concrete;
74.	34° 40'	8.95	feet along Sea Wall to a + on concrete;
75.	289° 14'	129.55	feet along same to an ? on concrete;
76.	288° 46'	95.25	feet along same to a + on concrete;
77.	261° 55'	3.60	feet along same to a + on concrete;
78.	289° 34'	107.80	feet along same to a + on concrete;
79.	327° 54'	2.07	feet along same to a + on concrete;
80.	289° 17'	63.05	feet along same to a + on concrete;
81.	295° 54'	30.20	feet along same to a + on concrete;
82.	257° 43'	78.85	feet along same to a stake;

140.	340° 56'	32.8	feet;
141.	78° 34'	7.7	feet along cement walk;
142.	343° 28'	8.5	feet along same;
143.	260° 43'	4.6	feet along same;
144.	346° 33'	7.3	feet along seawall;
145.	261° 07'	4.0	feet along same;
146.	345° 04'	55.9	feet along same;
147.	345° 25'	246.7	feet along same;
148.	346° 27'	169.4	feet along same;
149.	339° 58'	37.0	feet along same;
150.	337° 35'	105.7	feet along same;
151.	346° 42'	36.0	feet along same;
152.	76° 29'	245.6	feet along same;
153.	31° 42'	21.6	feet along same;
154.	347° 02'	352.3	feet along same;
155.	302° 47'	21.6	feet along same;
156.	257° 28'	252.1	feet along same;
157.	341° 30'	112.0	feet along same;
158.	344° 00'	150.7	feet along same;
159.	351° 31'	21.1	feet along same;
160.	350° 10'	79.2	feet along same;
161.	251° 40'	5.0	feet along same;
162.	353° 09'	27.8	feet along same;
163.	74° 46'	12.5	feet along same;
164.	7° 09'	40.3	feet along same;
165.	17° 25'	78.4	feet along same;
166.	351° 00'	208.5	feet along same;
167.	71° 40'	32.3	feet along same;
168.	354° 52'	197.9	feet along same;
169.	345° 50'	26.5	feet along same;
170.	337° 15'	87.2	feet along same;
171.	327° 10'	20.0	feet along same;
172.	322° 35'	16.4	feet along same;
173.	318° 05'	13.7	feet along same;
174.	312° 50'	14.4	feet along same;
175.	279° 25'	4.0	feet along same;
176.	311° 40'	14.6	feet along same;
177.	306° 15'	9.4	feet along same to an iron pin;
178.	70° 40'	1420.0	feet more or less to the line of breakers;
179.	174° 50'	3650.0	feet more or less along the line of breakers;
180.	131° 20'	1150.0	feet more or less along same;
181.	96° 00'	2450.0	feet more or less along same;
182.	131° 00'	4965.0	feet more or less along same;
183.	225° 00'	2900.0	feet more or less to the point of beginning. Area 496 Acres, more or less.

Entered of record this 18th day of
January, A. D. 1930, at 11:11 o'clock
A. M., and compared.

Registrar of Conveyances.