

DAVID Y. IGE  
GOVERNOR  
STATE OF HAWAII

JOSH GREEN  
LT. GOVERNOR  
STATE OF HAWAII



WILLIAM J. AILA, JR.  
CHAIRMAN  
HAWAIIAN HOMES COMMISSION

TYLER I. GOMES  
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

P. O. BOX 1879  
HONOLULU, HAWAII 96805

**LIMITED RIGHT OF ENTRY PERMIT**  
**LROE Permit No. 20:028**

The DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL), STATE OF HAWAII, by its Hawaiian Homes Commission, as PERMITOR, hereby grants a limited right of entry permit to:

PERMITEE Name: **CONTROLPOINT SURVEYING, INC.**

Project Name: GPS Control Network

Contact Name: **Attn: Edgar Pajarillo, Field Project Manager**  
Ph. 808.368.6846  
Email: [epajarillo@cpshawaii.net](mailto:epajarillo@cpshawaii.net)  
&  
**Jennie Lam**  
Ofc. Ph. (808) 591.2022  
Email: [jlam@cpshawaii.net](mailto:jlam@cpshawaii.net)

Ofc. Phone: - 808.591.2022 Fax: -  
Address: 615 Piikoi Street #700, Honolulu, HI 96814

To engage in the following activity:

**Conduct series of land surveying field activities which include but is not limited to traverse/location surveys and data collections, and boundary survey monumentation.**

**On the following date(s), time(s) and location(s):**

Date: Monday, November 4<sup>th</sup>, 2019 – Wednesday, December 18<sup>th</sup>, 2019  
**(Excluding Weekends and Holidays)**

Time: 8:00 a.m. – 5:00 p.m.

Location(s): Nanakuli, Oahu Island - See attached map "Exhibit A"

Tax Map Key: (1) 8-9-006

Fee: \$0.00

**Special Conditions:**

- 1.) The permission granted only limits the entry to PERMITEE, its employees, its consultant(s), and sub-consultant(s) to not exceed a total of six (6) personnel in the field for the purpose as stated above and for no other purpose(s);


- 2.) PERMITEE shall provide PERMITOR with a Certificate of Insurance naming PERMITOR as additional insureds for this period as stated above;
- 3.) PERMITEE and all participants agree to not cause any action instituting any claim, suit or other similar cause against the State of Hawaii and its officers, employees, or agents because of death, personal injury, property damage or property loss, if any, arising out of any accident on the premises covered by this Permit and roadways adjacent thereto occasioned by any act or omission of PERMITEE and all participants;
- 4.) PERMITEE agrees to save, defend and hold harmless the State of Hawaii, its Department of Hawaiian Home Lands, its officers, employees, and agents, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of PERMITEE or PERMITEE'S employees, officers, agents, or subcontractors under this [LROE];
- 5.) PERMITEE and all participants hereby assume the risk for any injuries that may be sustained in the pursuit of the activity while on the premises and does hereby remise, release, and forever discharge the State of Hawaii, its Department of Hawaiian Home Lands, its agents, officers, and employees, from any and all actions, suits, damages, claims or judgements, that may result from said death, personal injury, property damage, or property loss that PERMITEE and any participant may sustain while on the premises of the Department of Hawaiian Home Lands while engaged in the activities specified above;
- 6.) PERMITEE shall keep the premises neat and clean and shall remove all equipment and litter brought onto the property in conjunction with its activities; and
- 7.) Legal enforcement of these conditions shall be done by DHHL staff; DLNR Enforcement and Conservation Officers and/or applicable County Police Enforcement; and

**THIS PERMIT IS NOT TRANSFERABLE**

The permission granted shall not extend to any other organization or person and the PERMITEE(s) agree to save, defend, and hold harmless, the State of Hawaii, Department of Hawaiian Home Lands, its agents employees, against any claim or demand for loss or damage, including claims of personal injury or death to persons, if any, arising out of any accident on the premises covered by the Permit and walkways and roadways adjacent thereto occasioned by any act or omission of the PERMITEE(s).

The PERMITEE hereby assumes the risk for any injuries including death or damages that may be sustained in the pursuit of the activity while on the premises and does hereby remise, release, and forever discharge the State of Hawaii, its Department of Hawaiian Home Lands, its agents, officers, and employees, from any and all actions, suits, damages, claims or judgements that may result from any personal injury, including death or property damage the PERMITEE, its agents, its invitees, or its employees may sustain or cause while on the premises of the Department of Hawaiian Home Lands under authority of this permit.

**For: CONTROLPOINT SURVEY, INC.**

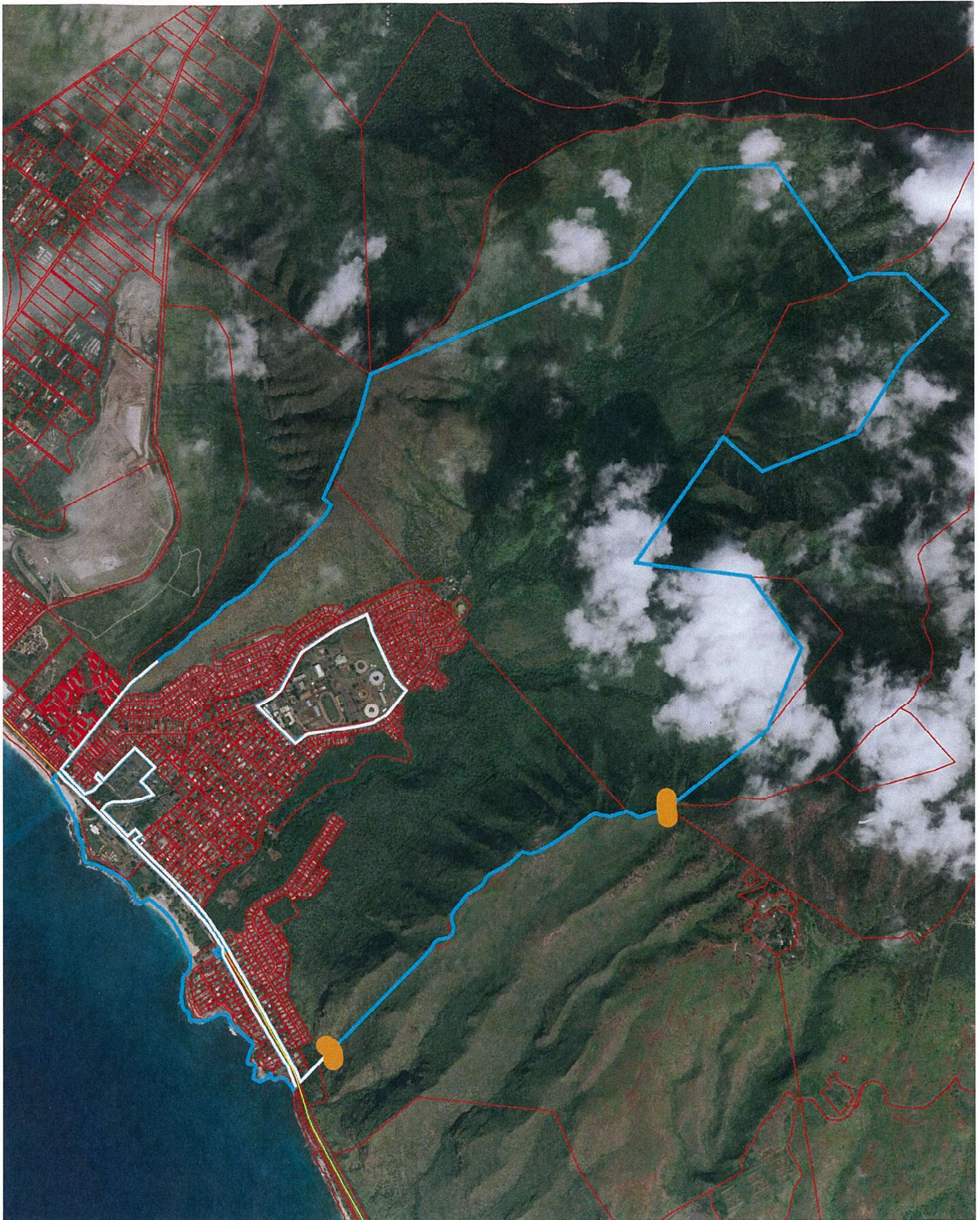
By  \_\_\_\_\_  
Yeh-Hong Yeh, President

November 1, 2019  
\_\_\_\_\_ Date

**Approved:**

By *Kahana Albinio* \_\_\_\_\_  
For William J. Aila, Jr.,  
Chairman, Hawaiian Homes Commission

November 4, 2019  
\_\_\_\_\_ Date



**Exhibit "A"**