

# **INFORMATION PACKET**

## **Disposition of Hawaiian Home Lands by General Leases for Use as Renewable Energy Projects on Oahu and Maui**

Leasing Agency

**State of Hawaii**  
**Department of Hawaiian Home Lands**  
**Land Management Division**  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

March 9, 2018

## **INFORMATION PACKET**

for the Disposition of Hawaiian Home Lands by General Leases  
for Use as Renewable Energy Projects on Oahu and Maui

### **LISTING OF ITEMS CONTAINED IN INFORMATION PACKET:**

- I. Public Notice –Disposition of Hawaiian Home Lands by General Leases for Use as Renewable Energy Projects on Oahu and Maui
- II. Introduction, Objectives, and General Information
- III. Application Criteria and Guidelines
- IV. Application and Qualifications Form
- V. General Property Information
- VI. Appendices
- VII. Exhibits

### **KEY TO ABBREVIATIONS:**

DHHL	Department of Hawaiian Home Lands
HECO	Hawaiian Electric Company
MECO	Maui Electric Company
HRS	Hawaii Revised Statutes
PPA	Power Purchase Agreement
PUC	Public Utilities Commission
RFP	Request for Proposals

### **LIST OF ITEMS AVAILABLE FOR REVIEW ON DHHL'S WEBSITE:**

Oahu Island Plan (2014) at

<http://dhhl.hawaii.gov/wp-content/uploads/2013/04/DHHL-OIP-Final-140708.pdf>

Kapolei Regional Plan (2010) at

<http://dhhl.hawaii.gov/wp-content/uploads/2011/06/Kapolei-Regional-Plan.pdf>

Maui Island Plan (2004) at

[http://dhhl.hawaii.gov/wp-content/uploads/2012/05/Island\\_Plan\\_Maui\\_2004.pdf](http://dhhl.hawaii.gov/wp-content/uploads/2012/05/Island_Plan_Maui_2004.pdf)

Kahikinui Regional Plan (2011) at

[http://dhhl.hawaii.gov/wp-content/uploads/2011/06/Kahikinui\\_RP\\_110711.pdf](http://dhhl.hawaii.gov/wp-content/uploads/2011/06/Kahikinui_RP_110711.pdf)

## I. PUBLIC NOTICE

### DISPOSITION OF HAWAIIAN HOME LANDS BY GENERAL LEASES FOR USE AS RENEWABLE ENERGY PROJECTS ON OAHU AND MAUI

The Department of Hawaiian Home Lands (“DHHL”) intends to dispose of lands in Kalaeloa, on the Island of Oahu, and Kahikinui, on the Island of Maui, under general leases for use as renewable energy projects by way of direct negotiations pursuant to Sections 171-95 or 171-95.3, HRS, as amended.

The Kalaeloa project sites appear to be best suited for solar facilities but DHHL is willing to consider other types of renewable energy projects that may be appropriate for a site and its surroundings. Various types of renewable energy projects will be considered for the Kahikinui project site.

Land to be disposed for renewable energy projects are the following Hawaiian Home Lands:

ISLAND	TMK	ACRES*	LOCATION	NOTES
Oahu	9-1-013:038	97.54	Kalaeloa	
Oahu	9-1-013:040	49.18	Kalaeloa	
Oahu	9-1-013:117	57.51	Kalaeloa	
Oahu	9-1-013:118	43.62	Kalaeloa	
Maui	1-9-001:003 (portion)	15,620	Kahikinui	Up to 1000 acres for due diligence purposes; up to 500 acres under general lease

\* Approximate

Individuals, companies and/or corporations interested in leasing property herein described shall have twenty-one (21) days from the date this notice is published, that date being March 9, 2018, in which to submit a completed application to DHHL to be qualified for participation in the selection process. The completed application must contain the information set forth below, in addition to the information and materials set forth in Sections II and III of the Information Packet for each proposed renewable energy project:

- Description of the conceptual design of the project
- Timeline for the completion of the project
- Description of the financial plan for project financing
- Description of the business concept of the project
- Description of the landscape and acreage requirements, including public and private lands
- Why the project being proposed would be more advantageous for the site unless a solar facility is being solely proposed; and

- Any other qualifications that DHHL later deems necessary and required for the performance of the project.

Chapter 343, Environmental Assessment: The selected Lessee shall be required to complete compliance with Chapter 343, HRS, as amended, prior to the start of any general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

An Information Packet containing what to include in an application, as well as property information, objectives and criteria, and other requirements is available on DHHL's Procurement<sup>1</sup> webpage at <http://dhhl.hawaii.gov/procurement/> or for pick-up by prospective developers during regular office hours at DHHL's headquarters located at 91-5420 Kapolei Parkway, in Kapolei, on the Island of Oahu.

All applications must be received by 4:00 pm HST on Friday, March 30, 2018, hand-delivered and addressed to the Department of Hawaiian Home Lands, Land Management Division, Attention: 2018 Renewable Energy Projects, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. Applications received by this deadline shall be reviewed to determine which applications have met DHHL's objectives and criteria to be qualified for participation in the selection process.

For additional information not in the Information Packet, contact Allen G. Yanos, Property Development Agent, in the Land Management Division, at (808) 620-9460 or via email at [allen.g.yanos@hawaii.gov](mailto:allen.g.yanos@hawaii.gov).

DHHL reserves the right to cancel or modify this proposed disposition at its sole discretion, including but not limited to, withdrawing some or all of the parcels from consideration for disposition.

Dated: Honolulu, Hawaii, March 9, 2018

State of Hawaii  
DEPARTMENT OF HAWAIIAN HOME LANDS  
By Jobie M. K. Masagatani, Chairman  
Hawaiian Homes Commission

Honolulu Star-Advertiser  
The Garden Island  
The Hawaii Tribune-Herald  
West Hawaii Today  
The Maui News

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<sup>1</sup> Information is located on DHHL's procurement webpage for ease of reference only. The potential dispositions of Hawaiian home lands set forth herein are not governed by chapter 103D, Hawaii Revised Statutes.



## **II. INTRODUCTION, OBJECTIVES, AND GENERAL INFORMATION**

### **Disposition of Hawaiian Home Lands by General Leases for Use as Renewable Energy Projects on Oahu and Maui**

#### **Introduction**

The State of Hawaii, Department of Hawaiian Home Lands (“DHHL”) is governed in large part by the Hawaiian Homes Commission Act of 1920, as amended, enacted by the U.S. Congress to rehabilitate the lives of native Hawaiians (“HHCA”). The Act created a Hawaiian Homes Commission to administer certain public lands, called Hawaiian home lands, for homesteads. Native Hawaiians are defined as individuals having at least 50 percent Hawaiian blood.

DHHL is authorized to lease lands not required for homestead leasing to the public, including native Hawaiians, on the same terms applicable to the disposition of public lands under chapter 171, Hawaii Revised Statutes (“HRS”).

#### **General Objectives and Criteria:**

DHHL intends to lease parcels of Hawaiian home lands located on the Islands of Oahu and Maui to qualified renewable energy producers and other entities described in Section 171-95, HRS, for use as renewable energy projects. Solar facilities are envisioned for Kalaeloa, Oahu but DHHL is willing to consider other renewable energy facilities that may be appropriate for a particular site and its surroundings. Various types of renewable energy facilities may be proposed for the Kahikinui, Maui site.

The leasing process for renewable energy producers as defined in Section 171-95, HRS will be conducted pursuant to Section 171-95.3, HRS; otherwise, the process will be undertaken through Section 171-95, HRS for other entities. The processes being undertaken by DHHL is on an expedited basis to help meet the timetables set forth for the renewable energy generation RFP by HECO and MECO.

To be eligible for consideration as Lessee, an interested party must submit an application, including supporting documents that meet certain criteria described in more detail within this Information Packet, including payment of a non-refundable application review fee. An initial review of all completed applications received by the established deadline shall determine those applicants who are “qualified” to be selected as the Lessee of the sites requested for a renewable energy project. If DHHL determines that there is more than one “qualified” applicant for a site, then DHHL may require, at its sole discretion, further review of said “qualified” applicants that may include, but is not limited to, fulfillment of additional criteria and/or submission of additional information; otherwise, DHHL may select more than one “qualified” applicant per site.

### **Other General Information and Necessary Qualifications:**

- Applicants must qualify as a “renewable energy producer” as defined in Section 171-95(c), HRS, unless they are government entities, such as the United States, city and county, counties; governmental agencies; or public utilities.
- Applicants selected as “qualified” applicants shall be issued a letter of intent immediately to confirm that DHHL will issue the “qualified” applicant a non-exclusive Right-of-Entry permit (“ROE”) to conduct due diligence activities on a site. Within seven (7) working days of the issuance of DHHL’s letter of intent, a non-refundable deposit of \$10,000.00, shall be paid to DHHL and apply towards the non-refundable annual ROE fees proposed by the “qualified” applicant.
- DHHL will require a non-refundable annual fee for due diligence studies under the ROE for an initial period of up to two years. Upon request and for good cause shown to DHHL, the ROE permit may be extended for three additional one-year periods with a minimum advance written notice of 180 days.
- The ROE shall include an option to enter into a general lease after certain conditions are met, including compliance with Chapter 343, HRS, final award of its project, and a PPA. In some cases, DHHL may issue a non-exclusive ROE on a site to more than one “qualified” applicant to conduct due diligence studies.
- DHHL will use commercially reasonable efforts to provide the “qualified” applicant with documentation within DHHL’s custody and control to respond to the HECO’s or MECO’s RFP requirement for site control.
- Applicants shall be responsible for all the costs involved in preparing and submitting an application.
- Applicants will be expected to propose a community benefits package above and beyond fair-market appraisal rent or lease compensation.
- Applicants selected as a “qualified” applicant agree to cooperate with and support DHHL’s Home Ownership Assistance Program (HOAP) to provide training and job opportunities to native Hawaiians in a manner consistent with applicable federal and state labor law. Applicants also agree to include in its community support program support for community development, job training and placement, and educational and/or cultural programs for residents of Hawaiian home lands on the island where its project(s) are located.
- The issuance of a general lease shall be subject to compliance with, and completion of, the environmental disclosure requirements under Chapter 343, HRS, and provided that such environmental review does not reveal significant adverse impacts that cannot be reasonably mitigated. All costs of compliance with Chapter 343, HRS, as well as any required mitigation measures, shall be the sole responsibility of the Lessee. All mitigation measures shall also be incorporated as material conditions of the general lease.

- The selected Lessee shall be responsible for obtaining all funds needed to develop its renewable energy project.
- More than one application may be submitted by an Applicant, each proposing a specific renewable energy project. A renewable energy project may cover more than one parcel in Kalaeloa, on the Island of Oahu, with justification provided. For Kahikinui, Maui, up to the acreage shown in Section V may be proposed for use for a renewable energy project.
- Applicants interested in being selected as the Lessee must meet the qualifications and furnish all the required information for each application covering a specific project as described in Section III to DHHL for its evaluation.
- Prospective applicants may attend an optional scheduled site visit for Kalaeloa, on Oahu, on Wednesday, March 14, 2018, at 9:30 am. For Kahikinui, Piilani Highway bisects the parcel allowing Mauka and Makai views along the road. More information will be on DHHL's Procurement webpage for this solicitation. Due to the expedited schedule for this solicitation, site visits have been limited in their number, scope, and length with the primary intent to give participants a perspective of the general conditions of the sites available for renewable energy projects and their surroundings.
- Questions may be emailed to Allen Yanos, in the Land Management Division, at [allen.g.yanos@hawaii.gov](mailto:allen.g.yanos@hawaii.gov). Responses will be provided as soon as practical in addenda to this solicitation on DHHL's Procurement webpage.

### **III. APPLICATION CRITERIA & GUIDELINES**

#### **Disposition of Hawaiian Home Lands by General Leases for Use as Renewable Energy Projects on Oahu and Maui**

All parties interested in being selected as the Lessee of the subject property shall have until 4:00 p.m. HST on Friday, March 30, 2018, for delivery of a completed application to the Department of Hawaiian Home Lands, Land Management Division, Attention: 2018 Renewable Energy Projects, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

Applications received by 4:00 pm HST, Friday, March 23, 2018, will be reviewed to determine which applications have met DHHL's objectives and criteria to be qualified for further participation in the selection process and receive notification, if selected, earlier. Applications received by the March 30, 2018 deadline shall undergo the same review process but will receive notification, if selected, later.

A completed application shall consist of delivery of five (5) hard copies and a PDF copy of the same on a CD or thumb drive. Any applications received after the March 30, 2018 deadline (including those sent by the United States Postal Service, or by private mail services, such as Federal Express) or delivered anywhere other than as specified, will not be considered.

Any person or entity may submit a completed application, **except** one that:

- a) Is in arrears in the payment of taxes, rents or other obligations owing to the State of Hawaii or to any of its political subdivisions;
- b) Is a minor; or
- c) Has had during the five (5) years preceding March 9, 2018, a previous sale, lease, license permit or easement covering public lands canceled for failure to satisfy the terms, conditions, and covenants thereof".

**A completed application shall consist of the following covering a specific renewable energy project:**

**A. Qualifications and Experience Summary:**

In submitting a completed application, an Applicant is expected to meet HECO's or MECO's Eligibility Requirements and subsequent Threshold Requirements as described in their respective RFP, issued for its proposed project to be considered for an eventual award. Applicants must therefore satisfy DHHL's following minimum qualifications and experience requirements to be "qualified" to be selected as the Lessee:

- Successfully completed and placed in service at least five renewable energy projects of solar and/or wind energy, one of which is at least 1MW in size; and
- Satisfy ANY TWO of the following:
  - Total cost of renewable energy projects successfully completed and placed in service by Applicant exceeds \$10,000,000

- Total book value of applicant's company exceeds \$5,000,000
- Written evidence of ample funding to develop and construct Applicant's proposed renewable energy project

Include a narrative and any supportive materials that provides information pertaining to the above documenting the Applicant's ability to develop a renewable energy project on DHHL's properties. Attach any additional pages to the application.

**B. Additional Experience Information:**

Having satisfied the minimum qualification and experience requirements in A. above, the Applicant shall also submit the following information:

1. A list and brief description of renewable energy projects developed and their sizes.
2. The role of the Applicant in developing the listed renewable energy projects.
3. If applicable, a description of all the renewable energy projects or facilities owned and operated by the Applicant.
4. Previous experience performing relevant work in the State of Hawaii, if any.

**C. Project Information:**

For the specific renewable energy project being proposed, an Applicant shall further provide for DHHL's evaluation the following:

1. Description of the conceptual design of the project.
2. Timeline for completion of the project.
3. Description of the financial plan for project financing (financial information will be kept confidential to the extent allowed under Chapter 92F, HRS).
4. Description of the business concept for the project.
5. Description of the landscape and acreage requirements, including public and private lands.
6. Why the project being proposed would be advantageous for the site unless a solar facility is being solely proposed.
7. Any other qualifications that DHHL later deems necessary and required for the performance of the project.

**D. Proposal and other Qualifications Information:**

All Applicants shall further include the following:

1. The proposed non-refundable annual ROE fee(s) during the period to conduct due diligence activities.
2. The proposed lease rent(s) under the general lease.
3. The proposed "breakage fee" at any point during the ROE period permitting access onto the property and up to the Commercial Operations Date if the Permittee elects to terminate development of the project.
4. The proposed community benefits to be provided by Lessee to beneficiaries of the Hawaiian Homes Commission Act.

5. A complete copy of the most recent audited financial statements; in lieu of audited financial statements, filed copies of the federal income tax returns for the past two years may be submitted.
6. A current Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs.
7. A current Tax Clearance from the State of Hawaii Department of Taxation and the United States Internal Revenue Service.
8. At least three (3) references from Applicant's past that may be contacted by DHHL as to Applicant's past and current project performance.
9. If applicable, a statement of the Applicant's past or current involvement with DHHL.

E. The completed application shall also include a statement that the Applicant agrees to cooperate with and support DHHL's Home Ownership Assistance Program (HOAP) to provide training and job opportunities to native Hawaiians in a manner consistent with applicable federal and state labor law. Applicants must also agree to include in its community support program support for community development, job training and placement, and educational and/or cultural programs for residents of Hawaiian home lands on the island where the renewable energy project is located.

F. The completed application covering a specific proposed renewable energy project shall be accompanied by a completed Application and Qualification Form which is included in Section IV of this Information Packet or other written statements containing the same information as requested in the Application and Qualification Form.

G. The completed application may also be accompanied by any other information that supports the Applicant's proposed qualifications and experience, such as correspondence with other government agencies, feasibility studies, survey reports, funding approvals, letters of community support, and agreements.

H. A non-refundable application review fee in the form of a Certified/Cashier's Check or US Postal Money Order payable to "Department of Hawaiian Home Lands" in the amount of US \$1,000.00 must accompany each completed application submitted. A completed application can cover only one proposed renewable energy project and must be submitted by the deadline and in the manner as specified in this Section III.

All prospective Applicants are responsible for thoroughly reading and understanding the terms, covenants, reservations and conditions of this solicitation by reviewing a copy of the Public Notice of Disposition, all data contained in the Information Packet, and other informational items made available for review on DHHL's website at [www.dhhl.hawaii.gov](http://www.dhhl.hawaii.gov).

**Applicants shall also be responsible to check DHHL's Procurement webpage regularly during the application period for any updates, changes or additional information regarding this solicitation.**

The selection of “qualified” Lessees will be made from the qualified Applicants, following the evaluation of their completed applications. If DHHL determines that there is more than one qualified Applicant, then DHHL may require, at its sole discretion, further review of said qualified Applicants that may include, but is not limited to, fulfillment of additional criteria and/or submission of additional information. DHHL reserves the right, in its sole discretion, to determine the best qualified Applicant for each site or select more than one qualified Applicant for each site to proceed with the leasing process.

The “qualified” Lessee selected for a site shall be issued a letter of intent immediately to confirm that DHHL will issue the “qualified” Lessee an ROE (or a non-exclusive ROE, if more than one “qualified” Lessee is selected for a site) for the proposed period of time the “qualified” Lessee will require to undertake due diligence activities and other preparatory tasks to assess the potential for the proposed project. Within seven (7) working days of the issuance of DHHL’s letter of intent, a non-refundable deposit of \$10,000.00, shall be paid to DHHL and apply towards the non-refundable annual ROE fees proposed by the “qualified” Lessee.

The ROE shall include an option to enter into a general lease after certain conditions are met, including compliance with Chapter 343, HRS, final award of its project, and a PPA. Upon receipt of written notice from the “qualified” Lessee that it has satisfied the conditions outlined in the ROE, including award of its project by the utility company and the issuance of a PPA, DHHL will resume the process under Section 171-95.3, HRS for the issuance of a general lease.

**IV. APPLICATION & QUALIFICATIONS FORM**  
**Disposition of Hawaiian Home Lands by General Leases for Use as**  
**Renewable Energy Projects on Oahu and Maui**

Please attach a separate page if more space is needed. Should any information change during the proposal evaluation, selection, and award process, it is the responsibility of the Applicant to update DHHL in writing of such changes. A complete application must be submitted for each proposed renewable energy project and accompanied by an application review fee.

Proposed Project Type (Check one):   \_\_\_Solar   \_\_\_Wind   \_\_\_Biomass   \_\_\_Other

_____ <b>Name of Applicant</b>	_____ <b>Person to Contact / Title</b>
_____ <b>Applicant's Address</b>	_____ <b>Contact Person's Address</b>
_____ <b>City, State, Zip Code</b>	_____ <b>City, State, Zip Code</b>
_____ <b>Applicant's Telephone No.</b>	_____ <b>Contact Person's Telephone No.</b>
_____ <b>Applicant's Facsimile No.</b>	_____ <b>Contact Person's Facsimile No.</b>

**List of Corporate Officers and Directors or Individual Partners, Joint Ventures or Owners.**

Name:_____	Name:_____
Title:_____	Title:_____
Telephone No.:_____	Telephone No.:_____
Address:_____	Address:_____
_____	_____
Name:_____	Name:_____
Title:_____	Title:_____
Telephone No.:_____	Telephone No.:_____
Address:_____	Address:_____
_____	_____



**Corporate Shareholders / Partners Holding 25% or More of the Outstanding Shares:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

THE UNDERSIGNED APPLICANT understands that DHHL is relying on the information provided herein to qualify the undersigned as an eligible Lessee under the Hawaiian Homes Commission Act, 1920, as amended, and pursuant to Hawaii Revised Statutes Sections 171-95 and 171-95.3, as amended. The undersigned represents and warrants that the information provided is true and complete and that DHHL may consider the information as continuing to be true and correct until a written notice of a change is given to DHHL by the undersigned. The undersigned agrees to provide any other information that DHHL deems necessary to determine the qualifications of the Applicant.

\_\_\_\_\_  
**Name of Company**

By \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**V. GENERAL PROPERTY INFORMATION**  
**Disposition of Hawaiian Home Lands by General Leases for Use as**  
**Renewable Energy Projects on Oahu and Maui**

The general property information provided in the appendices herein to prospective Applicants have been obtained by DHHL from reputable and reliable sources; however, they are NOT GUARANTEED OR INTENDED TO BE COMPLETE. Applicants are advised to make their own independent study to verify the accuracy of the information and determine its usefulness to the Applicant's project.

**AVAILABLE DHHL LAND FOR RENEWABLE ENERGY PROJECTS**

APPENDIX	ISLAND	TMK	LOCATION	NOTES
See Appendix "A"	Oahu	9-1-013:038	Kalaeloa	
See Appendix "B"	Oahu	9-1-013:040	Kalaeloa	
See Appendix "C"	Oahu	9-1-013:117	Kalaeloa	
See Appendix "D"	Oahu	9-1-013:118	Kalaeloa	
See Appendix "E"	Maui	1-9-001:003 (portion)	Kahikinui	Up to 1000 acres for due diligence purposes; up to 500 acres under general lease

## **APPENDICES**

APPENDIX “A” – KALAELOA, OAHU PARCEL 38

APPENDIX “B” – KALAELOA, OAHU PARCEL 40

APPENDIX “C” – KALAELOA, OAHU PARCEL 117

APPENDIX “D” – KALAELOA, OAHU PARCEL 118

APPENDIX “E” – KAHIKINUI, MAUI PARCEL

## **APPENDIX “A”**

### **KALAELOA, OAHU PARCEL 38:**

Land Area. This parcel is identified by Tax Map Key No. 1st/ 9-1-013:038, Lot 13058-C, and contains approximately 97.538 acres located in East Kalaeloa. See Exhibit “1” for a map of its location. Up to the entire 97.538 acres may be utilized for a renewable energy project, subject to the covenants, conditions, and restrictions of record or limitations disclosed in the Quitclaim Deed from the federal government as part of its divestment of lands of the former Naval Air Station Barbers Point attached in Exhibit “2”.

Property Description. The property is located on the dry leeward side of Oahu in an area lacking infrastructure which has been deemed unsuitable for homestead development for the next twenty years. A substantial portion of the property contains revetments, which are concrete dome-shaped structures used to park aircraft during World War II and are subject to an historic preservation covenant that the selected Lessee will need to comply with and is more fully described in the Quitclaim Deed from the federal government. The property is also heavily overgrown with trees and dense vegetation. In addition to the historic preservation covenant, the property is subject to Federal Aviation Administration and hazardous substance activity covenants.

County Zoning. DHHL is not subject to county zoning. However, under DHHL’s Oahu Island Plan, the land has been designated for industrial use preserving it for possible other future uses such as for farming and ranching, and in this particular case, for a renewable energy project. The City and County of Honolulu tax records currently reflect the property class for the parcel as “Residential”.

Utilities. Public utilities are unavailable which include water, sewer, electricity, and telephone service. The selected project developer shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements and connections at its sole expense.

Access. The property has access from Coral Sea Road onto Roadway Lot 13083 and Easement 6771. Roadway Lot 13083 extends further north and joins with Lot 13076 to connect with Coral Sea Road and Roosevelt Avenue but these roads have not yet been improved and do not currently exist. The selected Lessee will be responsible for properly surveying and improving the correct location of the access into the property from Coral Sea Road.

Existing roadways that lead to the property are traversing land that does not belong to DHHL. A formal request for an easement from the Navy for the portion needed to travel across 13059-B, which is pending conveyance to the City and County of Honolulu Parks Department, may be pursued as an alternative. A legal description will need to be prepared and accompany the request for easement in that case.

Chapter 343, Environmental Assessment. The selected Lessee shall be required to complete compliance with Chapter 343 of the Hawaii Revised Statutes, as amended, prior to the start of any

general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

Other Information.

The property may be subject to the Hawaii Community Development Authority's existing Kalaeloa Master Plan and the Kalaeloa Community Development District Rules. The Kalaeloa Community Development District Rules reflect an extension of Kualakai Parkway running through the eastern portion of the parcel and connecting to Keoneula Boulevard in a thoroughfare plan as shown in Exhibit "3".

## **APPENDIX “B”**

### **KALAELOA, OAHU PARCEL 40:**

Land Area. This parcel is identified by Tax Map Key No. 1st/ 9-1-013:040, Lot 13058-E, and contains approximately 49.177 acres located in East Kalaeloa. See Exhibit “1” for a map of its location. Up to the entire 49.177 acres may be utilized for a renewable energy project, subject to the covenants, conditions, and restrictions of record or limitations disclosed in the Quitclaim Deed from the federal government as part of its divestment of lands of the former Naval Air Station Barbers Point attached as Exhibit “4”.

Property Description. The property is located on the dry leeward side of Oahu in an area lacking infrastructure which has been deemed unsuitable for homestead development for the next twenty years. A portion of the property contains historic structures which are subject to an historic preservation covenant that the selected Lessee will need to comply with and is more fully described in the Quitclaim Deed from the federal government. The southern portion of the property is heavily overgrown with trees and dense vegetation. The middle portion of the land was formerly the site of the Kalaeloa Raceway Park. Mauka portions of the land are currently occupied under short-term right-of-entry permits for stabling and storage use. The parcel is subject to a hazardous substance activity covenant and features a sinkhole complex that is also subject to the historic preservation covenant.

County Zoning. DHHL is not subject to county zoning. However, under DHHL’s Oahu Island Plan, the land has been designated for industrial use preserving it for possible other future uses such as for farming and ranching, and in this particular case, for a renewable energy project. The City and County of Honolulu tax records currently reflect the property class for the parcel as “Commercial”.

Utilities. Public utilities are unavailable which include water, sewer, electricity, and telephone service. The selected Lessee shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements and connections at its sole expense.

Access. The property currently has access from Coral Sea Road.

Chapter 343, Environmental Assessment. The selected Lessee shall be required to complete compliance with Chapter 343 of the Hawaii Revised Statutes, as amended, prior to the start of any general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

### **Other Information.**

The property may be subject to the existing Kalaeloa Master Plan and the Kalaeloa Community Development District Rules.

## **APPENDIX “C”**

### **KALAELOA, OAHU PARCEL 117:**

Land Area. This parcel is identified by Tax Map Key No. 1st/ 9-1-013:117, Lot 13068, and contains approximately 57.513 acres located in West Kalaeloa in a very irregular configuration. See Exhibit “1” for a map of its location. It, along with Parcels 118 and 119, were created in 2013 out of the former Parcel 28 of 136.938 acres for tax assessment purposes.

Property Description. The property is located on the dry leeward side of Oahu in an area lacking infrastructure which has been deemed unsuitable for homestead development for the next twenty years. Portions of the land are currently occupied under short-term right-of-entry permits for recreational use and base yards for trucking and construction materials companies. The parcel is subject to covenants, conditions, and restrictions of record or limitations disclosed in the Quitclaim Deed from the federal government as part of its divestment of lands of the former Naval Air Station Barbers Point attached as Exhibit “2”.

County Zoning. DHHL is not subject to county zoning. However, under DHHL’s Oahu Island Plan, the land has been designated for industrial use preserving it for possible other future uses such as for farming and ranching, and in this particular case, for a renewable energy project. The City and County of Honolulu tax records currently reflect the property class for the parcel as “Commercial”.

Utilities. Public utilities are unavailable which include water, sewer, electricity, and telephone service. The selected Lessee shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements and connections at its sole expense.

Access. The property currently has access from Boxer Road and Mumba Street.

Chapter 343, Environmental Assessment. The selected Lessee shall be required to complete compliance with Chapter 343 of the Hawaii Revised Statutes, as amended, prior to the start of any general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

Other Information. The property may be subject to the existing Kalaeloa Master Plan and the Kalaeloa Community Development District Rules. The parcel has not been legally subdivided.

## **APPENDIX “D”**

### **KALAELOA, OAHU PARCEL 118:**

Land Area. This parcel is identified by Tax Map Key No. 1st/ 9-1-013:118, a portion of Lot 13068, and contains approximately 43.619 acres located in West Kalaeloa. See Exhibit “1” for a map of its location. It, along with Parcels 117 and 119, were created in 2013 out of the former Parcel 28 of 136.938 acres for tax assessment purposes. The parcel is subject to covenants, conditions, and restrictions of record or limitations disclosed in the Quitclaim Deed from the federal government as part of its divestment of lands of the former Naval Air Station Barbers Point attached as Exhibit “2”.

Property Description. The property is located on the dry leeward side of Oahu in an area lacking infrastructure which has been deemed unsuitable for homestead development for the next twenty years. The parcel is currently vacant and was previously the site of a proposed solar project by Kalaeloa Solar One, LLC, (“KS1”) under DHHL’s General Lease No. 293 which experienced permitting delays and financing difficulties. The HHC approved cancellation of the master lease on December 19, 2017 for non-payment of lease rents making the land available for re-disposition. Since January 2013, a solar project has been in operation on the adjacent Parcel 119 by Kalaeloa Solar Two, LLC, under a sublease with KS1 that will be unaffected by the master lease cancellation. In addition to an historic preservation covenant, the property is subject to Federal Aviation Administration and hazardous substance activity covenants as disclosed in the Quitclaim Deed attached as Exhibit “2”.

County Zoning. DHHL is not subject to county zoning. However, under DHHL’s Oahu Island Plan, the land has been designated for industrial use preserving it for possible other future uses such as for farming and ranching, and in this particular case, for a renewable energy project. The City and County of Honolulu tax records currently reflect the property class for the parcel as “Commercial”.

Utilities. Public utilities are unavailable which include water, sewer, electricity, and telephone service. The selected Lessee shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements and connections at its sole expense.

Access. The property has access through Attu Street and shared access from Midway and Mumba Streets.

Chapter 343, Environmental Assessment. The selected Lessee shall be required to complete compliance with Chapter 343 of the Hawaii Revised Statutes, as amended, prior to the start of any general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.



Other Information.

The property may be subject to the existing Kalaeloa Master Plan and the Kalaeloa Community Development District Rules. The parcel has not been legally subdivided.

## **APPENDIX “E”**

### **KAHIKINUI, MAUI PARCEL:**

**Land Area.** Up to 1000 acres for due diligence purposes and scouting project sites is available in the parcel identified by Tax Map Key No. 2<sup>nd</sup>/1-9-001:003 of 15,620 acres located in Kahikinui. See Exhibit “5” for a map of its location. Eventually, no more than 500 acres under a general lease shall be utilized for a renewable energy project.

**Property Description.** Kahikinui is in an isolated region, far from population centers with a low resident population density, a lack of infrastructure, and under-developed natural resources. A small homestead community resides on lots ranging between 10 to 20 acres in size at the mid-elevation. Due to its expansiveness, Kahikinui has wide ranges in elevation and temperature from sea level to the upper regions. It is rich in Hawaiian historic sites, archaeology, and cultural resources. Endangered species are found in the region and portions of the region contain critical habitat.

**County Zoning.** Maui County’s zoning for Kahikinui is Conservation and Agricultural; however, DHHL is not subject to county zoning. Under DHHL’s Maui Island Plan, the land has been designated as Special District with special opportunities such as natural, cultural or historic resources and preserving it for possible other future uses such as for farming and ranching, including for renewable energy projects.

**Utilities.** Public utilities are unavailable which include water, sewer, and electricity. Existing homesteaders use independent living techniques, including trucking in water, using gas stoves, and using solar energy for electricity. The selected Lessee shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements and connections at its sole expense.

**Access.** Access to portions of Kahikinui are limited consisting of mainly partially-improved dirt roads and accessible by four-wheel drive or by foot from Piilani Highway.

**Chapter 343, Environmental Assessment.** The selected Lessee shall be required to complete compliance with Chapter 343 of the Hawaii Revised Statutes, as amended, prior to the start of any general lease for the site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

**Other Information.** The existing homestead community has previously favored renewable energy projects that do not mar the residents’ views from their mid-elevation location and have shown a preference for projects situated in the southeast portion of the parcel.

## **EXHIBITS**

Exhibit “1” – Plat Map of the Kalaeloa Parcels

Exhibit “2” – Quitclaim Deed dated July 2, 2008 recorded as Land Court Document  
No. 3782592

Exhibit “3” – Thoroughfare Plan showing the extension of Kualakai Parkway

Exhibit “4” – Quitclaim Deed dated December 30, 2002 recorded as Land Court Document  
No. 2879817

Exhibit “5” – Plat Map of the Kahikinui Parcel

## **Information Packet and Reports**

The data in this Information Packet, information, or reports provided to prospective applicants have been obtained by DHHL from reputable and reliable sources; however, they are NOT GUARANTEED. Applicants are advised to make their own independent study to verify the accuracy of the information and determine its usefulness to the Applicant's project.

LOCATION OF KALAELOA  
LANDS AVAILABLE

Tax Map Parcel  
118

Tax Map Parcel  
117

Tax Map Parcel  
38

Tax Map Parcel 40

**DHHL = 555.351 Acres**

PACIFIC OCEAN  
**KALAELOA**

NOTE: SCALE DOES NOT PERMIT  
SHOWING ALL EASEMENTS ON TAX MAP  
SEE LAND COURT MAPS FOR  
DESCRIPTORS, LOCATIONS AND  
AREAS OF EASEMENTS NOT SHOWN

DROPPED PARCELS: 5, 6, 8, 11-13, 15,  
17, 18, 28, 35, 36, 47, 69, 90, 94, 96,  
102, 108

DEPARTMENT OF BUDGET & FISCAL SERVICES  
REAL PROPERTY ASSESSMENT DIVISION  
TAX MAPS BRANCH  
CITY & COUNTY OF HONOLULU  
**TAX MAP**

FIRST TAXATION DIVISION		
ZONE	SECTION	PLAT
9	1	013

SCALE: 1 INCH = 800 FEET

NC  
Issue



L-548 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

AUG 22, 2008 03:29 PM

Doc No(s) 3782592  
on Cert(s) 266,962 & 529,664  
Issuance of Cert(s) 920,259



/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR  
CONVEYANCE TAX: \$0.00

23 1/1 Z13

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return By Mail (X)

Pick Up ( )

Lots 3802-A, 13068 and 13058-C  
Former Naval Air Station Barbers Point  
Kalaeloa, Oahu, Hawaii  
GSA Control No. 9-N-HI-472D

Department of Hawaiian Home Lands  
State of Hawaii  
Attn: Mr. Micah A. Kane  
Chairman, Hawaiian Homes Commission  
91-5420 Kapolei Parkway  
Kapolei, HI 96707


Tax Map Key Nos: 9-1-13: 1, 28 and 38

Total Pages: 23  
21

QUITCLAIM DEED

## QUITCLAIM DEED

Lots 3802-A, 13068 and 13058-C  
Former Naval Air Station Barbers Point  
Kalaeloa, Oahu, Hawaii  
GSA Control No. 9-N-HI-472D

THIS INDENTURE, made this 2nd day of July, 2008, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter referred to as "GRANTOR"); under and pursuant to the powers and authority contained in the provisions of the Hawaiian Home Lands Recovery Act, P.L. 104-42 (1995), and the DEPARTMENT OF HAWAIIAN HOME LANDS of the STATE OF HAWAII (hereinafter referred to as "GRANTEE"), 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707. 

WITNESSETH, that the said GRANTOR, for valuable consideration, the receipt of which is hereby acknowledged, by these presents does remise, release and quitclaim unto said GRANTEE, its successors and assigns all of its right, title, and interest in that certain real property, and improvements located thereon, situated at Barbers Point, Kalaeloa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as Lots 3802-A, 13068 and 13058-C, as more particularly described on the attached Exhibit "A" ("the PROPERTY").

### THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

ALL covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to the specific easements, reservations, rights and covenants described herein, and to any facts which a physical inspection or accurate survey of the property may disclose.

EXCEPTING AND RESERVING, HOWEVER, unto GRANTOR and its successors and assigns, all of the following utility facilities, easements, rights-of-way and other rights and entitlements:

- (A) Those certain water transmission and control facilities located within the PROPERTY, that are utilized to provide water service for lots other than the PROPERTY, the location of said water facilities being within:

(1) Easements 7468, 7469, 7471 and 7473, affecting Lot 13058-C, as shown on Map 1071, as set forth in Land Court Order No. 142,226, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the GRANTOR; and

(2) Easement 7311, affecting said Lot 13068, as shown on Map 1062, as set forth in Land Court Order No. 141,594, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the PROPERTY covered by Certificate of Title No. 529664, issued to GRANTOR.

Together with perpetual easements and rights-of-way over, across, under, and through said Easements for the operation, maintenance, repair, replacement, and removal of all water facilities herein reserved (hereinafter referred to collectively as the "Existing Water Facilities"); and further reserving to GRANTOR the right to transfer such easements to any governmental agency, or to any public, quasi-public or private utility service company, upon notice to, but without the requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE, subject to the following terms and conditions:

(a) In the event the easement areas shall be abandoned or shall remain unused for the construction, excavation, repair, maintenance, alteration, operation and use of the Existing Water Transmission Facilities for a continuous period of one (1) year, the easement rights shall terminate, and the easement holder shall remove any existing water meters, fire hydrants, and all other above-ground structures and appurtenances that were installed within the easement area, and restore the easement area as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements, provided however, nothing herein contained shall require the easement holder to remove any underground pipeline and appurtenances located within the easement area.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights granted in the easement document constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area.

Attached Exhibit A-1 is provided to depict the location of existing water facilities within Parcel 13058-C. Those certain water facilities identified as "TRANSFERED" on Exhibit "A-1" are being abandoned in place by the GRANTOR and the GRANTEE shall hereinafter own said water facilities.

(B) Those certain wastewater transmission and control facilities located within the PROPERTY, that are utilized to provide wastewater service for lots other than the PROPERTY, the location of said wastewater facilities being within:

(1) Easements "7081" and "7083", affecting Lot 13058-C, as shown on Map 1025, as set forth in Land Court Order No. 139015, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the GRANTOR; and

(2) Easement "6990", affecting said Lot 13068, as shown on Map 1009, as set forth in Land Court Order No. 138404, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the PROPERTY covered by Certificate of Title No. 529664, issued to GRANTOR.

Together with perpetual easements and rights-of-way over, across, under, and through said Easements "7081", "7083", and "6990" for the operation, maintenance, repair, replacement, and removal of all wastewater facilities herein reserved (hereinafter referred to collectively as the "Existing Wastewater Facilities"); and further reserving to GRANTOR the right to transfer such easements to any governmental agency, or to any public, quasi-public or private utility service company, upon notice to, but without the requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE, subject to the following terms and conditions:

(i) Such transfer documents for the conveyance of Existing Wastewater Facilities shall include the following terms and conditions:



(a) In the event the easement holder shall at any time completely remove its sewer pipeline or pipelines or related appurtenances from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipeline or appurtenances over, across, under and through such parcel or parcels, then the rights granted in the easement document and the obligations therein imposed shall terminate as to such parcel or parcels of land without any actions on the part of the easement holder or the fee owner of the easement area, save and except that nothing contained in the easement document shall be deemed to be an abandonment of the rights and obligations insofar as they affect other parcels of land within the easement area which have not been abandoned; provided however, that upon such abandonment, nothing contained in the easement document shall require the fee owner of the easement area to remove there from any structure or equipment constructed or placed within the easement area or to do any work therein.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area. Relocation costs to be borne by the fee owner include, but are not limited to, engineering studies, design, construction, inspection, administration and management of the project and contracts, costs of cleanup and plugging of abandoned utilities, costs associated with preserving line capacity and service to utility customers, and costs to mitigate negative impacts to the utility and its customers. Plans for relocation shall be submitted to the owner of the utility for review and approval. The utility owner's approval shall be obtained prior to the start of relocation work, or termination of existing easements.

- (c) Those certain electrical transformers (excluding transformer pads and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and such other appliances and equipment located within the PROPERTY, providing service to GRANTEE, which extend from the boundaries of the PROPERTY up to the appropriate electrical metering point of each building located on the PROPERTY, as said "metering point" is defined in the Hawaiian Electric Company, Inc. ("HECO") "Electric Service Installation Manual" effective on the date of this conveyance and regardless of whether or not those meters have actually been installed; together with perpetual easements and right-of-way over, across, under, and through the PROPERTY for the operation, maintenance, repair, replacement, and/or removal of such electric utility facilities located on the PROPERTY. GRANTOR reserves the right to unilaterally cancel said perpetual easements.

(a) In the event that the easement area shall be abandoned or shall remain unused for the purpose granted for a continuous period of one (1) year, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement

area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area. Relocation costs to be borne by the fee owner include, but are not limited to, engineering studies, design, construction, inspection, administration and management of the project and contracts, costs of cleanup and plugging of abandoned utilities, costs associated with preserving line capacity and service to utility customers, and costs to mitigate negative impacts to the utility and its customers. Plans for relocation shall be submitted to the owner of the utility for review and approval. The utility owner's approval shall be obtained prior to the start of relocation work, or termination of existing easements.

- (D) Those certain electrical transformers (excluding transformer pads and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and such other appliances and equipment located within the PROPERTY that are utilized to provide electrical service for lots other than the PROPERTY, (hereinafter referred to collectively as "Existing Electrical Utility Facilities"), the locations of which are approximately shown on HECO Drawing Nos. C4630 and C4635, dated July 7, 1999, entitled "Barbers Point NAS Electrical Easements, Quads 1 through 11, 46KV, 12KV & 4KV Lines", and HECO Drawing No. C4636 (Rev. 1), dated February 13, 2001, entitled "Barbers Point NAS Electrical Easements Quad 10, 46KV, 12KV & 4KV Lines", both on file at HECO's office at 900 Richards Street, Honolulu, Hawaii 96813, or at such address or addresses as may be designated by time to time by HECO or its successors, and identified as "Easements for Existing Electrical Facilities" on said HECO drawings; together with perpetual easements and rights-of-way over, across, under and through the PROPERTY, for the operation, maintenance, repair, replacement, and/or removal of said Existing Electrical Utility Facilities located on the PROPERTY; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, including HECO, the right to survey the PROPERTY areas beneath said Existing Electrical Utility Facilities as may be considered by GRANTOR to be necessary for the transmission and distribution of electricity for light, power and/or communications and control circuits for the use of occupants of the PROPERTY or other lots. GRANTOR's right to survey said PROPERTY areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court Map(s) over, across, under and through the PROPERTY for electric utility purposes, upon notice to, but without the requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to cancel the perpetual easements and right-of-way granted hereunder in this paragraph and to grant new specifically delineated easements to HECO or any other entity, upon notice to but without the requirement for joinder or consent of GRANTEE.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the PROPERTY, GRANTEE and each person holding under or through GRANTEE agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned, or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time, not to exceed forty-five (45) days, GRANTEE and such persons holding under or through

GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

(1) GRANTOR shall include the following terms and conditions in documents for the transfer of its rights in said perpetual easements and rights-of-way and said new specifically delineated easements:

(a) In the event that the easement area shall be abandoned or shall remain unused for the purpose granted for a continuous period of one (1) year, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area.

(E) Those certain telecommunication facilities located within the PROPERTY, the location of said telecommunication facilities being approximately shown on NCTAMS PAC BCO BPT-001 Drawing entitled "Communications Infrastructure", dated June 11, 1999, which is on file at the Naval Computer and Telecommunications Area Master Station, Pacific, Base Communications Office, P.O. Box 450, Pearl Harbor, Hawaii 96860-5450, or at such address or addresses as may be designated by time to time by the Department of the Navy or its successors, (hereinafter collectively referred to as the "Existing Telecommunications Facilities"); together with perpetual easements and rights-of-way over, across, under and through the PROPERTY for the operation, maintenance, repair, replacement, and/or removal of the Existing Telecommunications Facilities located on the PROPERTY; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, the right to survey the PROPERTY areas beneath said Existing Telecommunications Facilities as may be considered by GRANTOR to be necessary for the provision of communication service to occupants of the PROPERTY or other lots. GRANTOR's right to survey said PROPERTY areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court Map(s) over, across, under and through the PROPERTY for electric utility purposes, upon notice to, but without the requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to cancel the perpetual easements and right-of-way granted hereunder in this paragraph and to grant new specifically delineated easements to any other entity, upon notice to but without the requirement for joinder or consent of GRANTEE.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the PROPERTY, GRANTEE and each person holding under or through GRANTEE agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested

by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned, or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time, not to exceed forty-five (45) days, GRANTEE and such persons holding under or through GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

(1) GRANTOR shall include the following terms and conditions in documents for the transfer of its rights in said perpetual easements and rights-of-way and said new specifically delineated easements:

(a) In the event that the easement area shall be abandoned or shall remain unused for the purpose granted for a continuous period of one (1) year, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area.

(F) Those certain underground communication cable facilities that are located within the PROPERTY, together with perpetual easements and rights-of-way over, across, under and through Easement "6772", affecting Lot 13058-C, as shown on said Map 962, for the operation, maintenance, repair, replacement and removal of said communication cable facilities. The placement of any structure (other than roads, walks, or curbs) and trees is prohibited within Easement "6772" unless the plans and specifications are first approved in writing by the Department of the Navy. Prior to any excavation within the easement area, the communication cable facilities shall be located and excavation within the immediate vicinity of the communication cable facilities shall be done by hand.

(a) In the event that the easement area shall be abandoned or shall remain unused for the purpose granted for a continuous period of one (1) year, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements.

(b) If the fee owner of the easement area determines that the continued exercise of the easement rights constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided however, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document, and provided further, that the easement holder agrees to the new location. All

costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area. Relocation costs to be borne by the fee owner include, but are not limited to, engineering studies, design, construction, inspection, administration and management of the project and contracts, costs of cleanup and plugging of abandoned utilities, costs associated with preserving line capacity and service to utility customers, and costs to mitigate negative impacts to the utility and its customers. Plans for relocation shall be submitted to the owner of the utility for review and approval. The utility owner's approval shall be obtained prior to the start of relocation work, or termination of existing easements.

**FURTHER EXPRESSLY RESERVING AND EXCEPTING, HOWEVER**, all right, title, and interest in and to the following items, including without limitation, the exclusive right to transfer, sell, convey, grant, modify, cancel or terminate the same. Notwithstanding anything herein to the contrary, the following items are expressly excluded from any conveyance effected under this instrument, and the GRANTEE shall have no right to own, use or enjoy any of the following items:

- (A) Easement "3697", affecting Lot 2488-A-2, as shown on Map 632 of Land Court Application No. 1069, and as set forth by Land Court Order No. 110870, filed March 9, 1993, designated for the purpose of a runway safety clear zone, and granted to the United States of America, acting through the Department of the Navy, as set forth in that certain Grant dated April 30, 1993, filed as Land Court Document No. 2020854, and noted on Certificate of Title No. 504038.
- (B) Easement "1360", affecting Lots 425-C-1, 2488-A, 2489-A, 2529, and 3168, as shown on Map 373 of Land Court Application No. 1069, and as set forth by Land Court Order No. 72368, filed January 11, 1985, designated for the purpose of a flight clearance glide plane, and as set forth in that certain Declaration of Taking, dated August 23, 1979, filed as Land Court Document No. 1270954, and noted on Certificate of Title No. 504038.
- (C) Easement "540", affecting Lots 1136-D-1 and Lot 1909, and Easement "541", affecting Lots 1136-D-1, 247, 1170, 1172, and Lot 1909, as shown on Map 185 of Land Court Application No. 1069, and as set forth by Land Court Order No. 27855, filed December 6, 1967, designated for the purpose of aircraft flight clearance purposes, and granted to the United States of America, as set forth in that certain Grant dated May 7, 1968, filed as Land Court Document No. 449065, and noted on Certificate of Title No. 85671.
- (D) Easement "2263", affecting Lots 1909-B and 3805-A, as shown on Map 487 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95131, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685726, and noted on Certificate of Title No. 85671.
- (E) Easement "2277", affecting Lots 220-A, 221, and 298, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685727, and noted on Certificate of Title No. 15790.
- (F) Easement "2280", affecting Lot 298, as shown on Map 496, and Easement "2281", affecting Lots 178, 316, 317, 318, and 319, as shown on Map 496, of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685728, and noted on Certificate of Title No. 15790.
- (G) Easement "2279", affecting Lot 298, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted



to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685737, and noted on Certificate of Title No. 15790.

- (H) Easement "2262", affecting Lots 237-A and 2695, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95159, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685738, and noted on Certificate of Title No. 15790.
- (I) Easement "2278", affecting Lot 298, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685739, and noted on Certificate of Title No. 15790.
- (J) Easement "6779", affecting Lots 13068 and 13084, as shown on Map 967, as set forth in Land Court Order No. 135090, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of Transfer Certificate of Title No. 529664, issued to the GRANTOR, adjacent to the end of Runway 11 at the Airport.
- (K) Perpetual Flight Clearance Easement, in, over, and above Lot 204-A-2-A-2, as shown on Map 217 of Land Court Application 1069, as set forth by Land Court Order No. 35554, filed July 19, 1972, and Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393.
- (L) Right of access, including but not limited to, the right to transport, haul and tow aircraft over and along the existing road in Lot 208, as shown on Map 34 of Land Court Application No. 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, together with the right to control public and private vehicular traffic on said road during these aircraft transport operations, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393.
- (M) Right of access, including but not limited to, the right to transport, haul and tow aircraft over and along Easement "1095", affecting Lot 204-A-2-A-2, as shown on Map 295 of Land Court Application No. 1069, as set forth by Land Court Order No. 51328, filed September 22, 1978, and noted on Certificate of Title No. 170393, together with the right to control public and private vehicular traffic on said easement during these aircraft transport operations, granted to the United States of America in that certain Grant and Relinquishment of Easements dated April 20, 1979, filed as Land Court Document No. 946598, and noted on Certificate of Title No. 170393.

**SUBJECT, HOWEVER,** to the following:

- (A) Easements "1356", "1358", and "1359", as shown on said Map 373, affecting said Lot 3802-A, as set forth in Land Court Order No. 72368, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Certificate of Title No. 266962, granted to the Trustees Under the Will and of the Estate of James Campbell, Deceased, by Grant of Easements dated August 23, 1985, Land Court Document No. 1320616 for storm drain purposes.

- (B) Grant of Easement dated November 29, 1966 to the Hawaiian Electric Company, Inc. and Hawaiian Telephone Company for utility purposes, filed in the Office of the Assistant Registrar of the Land Court as Document No. 410125; subject to Assignment of Security filed in Document Nos. 410128 and 410129, affecting said Lot 3802-A.
- (C) Declaration of Taking filed in Land Court as Document No. 1270954, affecting said Lot 3802-A.
- (D) Reservation as contained in Declaration of Taking filed as Land Court Document No. 87883, affecting said Lot 13058-C.
- (E) All licenses and easements, whether recorded or unrecorded, across over, along or under the PROPERTY.

## COVENANTS

**FAA COVENANT.** GRANTEE hereby covenants and agrees that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or otherwise under the authority of the Federal Aviation Act of 1958, as amended.

**HISTORIC PRESERVATION COVENANT.** GRANTEE hereby covenants on behalf of itself, its successors or assigns and every successor in interest to the PROPERTY hereby conveyed, to protect and maintain the historic properties, specifically the archeological sites listed in the attached Exhibit "B" and depicted in the map attached as Exhibit "B-1", located on the PROPERTY, and the buildings, structures, and improvements listed in Section "C" below, in a manner that preserves the attributes that contribute to the eligibility of said historic properties for the National Register of Historic Places. Such attributes include information potential, construction type, interior and exterior features, design, setting, materials, workmanship, feeling, association, and views from, to, and across the PROPERTY. GRANTEE, its successors or assigns further agrees to the following:

- (A) Disturbance of the ground surface shall be undertaken or permitted to be undertaken on and in the immediate vicinity of the sites listed in Exhibit "B" which would affect the physical integrity of the archeological sites **only after consultation with** the Hawaii State Historic Preservation Officer ("SHPO") as provided by Hawaii Revised Statutes Chapter 6E (§6E-8). Actions that would affect views that contribute to the historical character of the site, including adding new structure site elements such as towers, fences, and obtrusive signs would also be considered to materially affect the PROPERTY. Plans that are submitted in accordance with this provision shall be prepared to conform with the *Secretary of the Interior's Standards and Guidelines for Archeological documentation* (48 FR 44734-37) and such standards and guidelines as the Hawaii SHPO may recommend, including but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with native Hawaiian organizations, and re-interment of human remains. Should the SHPO recommend that the GRANTEE or its successors or assigns conduct archeological data recovery operations or other activities designed to minimize or mitigate the adverse effect of the proposed activity on the sites, the GRANTEE or its successors or assigns may, at its own expense, conduct such activities.

- (B) GRANTEE, its successors or assigns shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the archeological sites listed in Exhibit "B" and shall promptly report any such disturbance to the Hawaii SHPO.
- (C) The following buildings located on Parcel 13058-C have been identified as historic structures: Building 87 (portable Air Raid Shelter, constructed in 1944, distinctive construction type); Buildings 1248-1286, 1288-1290, and 1301 (aircraft revetments, constructed in 1942, half-dome reinforced concrete structures associated with change in aircraft parking policies at NAS Barbers Point after December 7, 1941); Buildings 1506 and 1523 (quonset huts, constructed in 1944, distinctive construction type); and Building 1525 (ARMCO hut/magazine, constructed in 1944, distinctive construction type). The following conditions shall apply:
- (1) Construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on Parcel 13058-C that would materially affect the integrity or the appearance of the attributes of the Buildings described above **only after consultation** with the Hawaii SHPO. Plans that are submitted in accordance Hawaii Revised Statutes Chapter 6E (§6E-8) shall be prepared to conform with the *Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings (1992)*, a copy of which can be obtained from the Hawaii SHPO.
- (2) The Hawaii SHPO shall provide comments on proposed actions or comments with suggested modification within thirty (30) days of receipt of the action proposed by the GRANTEE or its successors or assigns. If no written response is received from the Hawaii SHPO after thirty (30) days, the GRANTEE or its successors or assigns can proceed with the proposed action.
- (3) The GRANTEE or its successors or assigns shall allow the Hawaii SHPO at all reasonable times and upon reasonable notice to the GRANTEE or its successors or assigns, to inspect the said historic Buildings in order to ascertain whether the GRANTEE or its successors or assigns is complying with these conditions.
- (4) The GRANTEE or its successors or assigns shall provide the Hawaii SHPO with a written summary of actions taken to implement these provisions within one (1) year after the date of this quitclaim deed.
- (D) Failure of the United States of America to exercise any right of remedy granted under this historic preservation covenant shall not have the effect of waiving or limiting the exercise by the United States of America of any other right or remedy or the invocation of such right or remedy at any other time.
- (E) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States of America or the Hawaii SHPO may, following reasonable notice to the GRANTEE or its successors or assigns, institute any action to enjoin said violation or to require the restoration of the historic properties.
- (F) This covenant is binding on the GRANTEE its successors or assigns, in perpetuity. The restriction, stipulations, conditions, and covenants contained herein shall be inserted by GRANTEE or its successors or assigns, verbatim or by express reference in any deed or other legal instrument by which it conveys a fee simple title or any lesser estate in said historic properties or any part thereof.



**HAZARDOUS SUBSTANCE ACTIVITY COVENANT.**

(A) NOTICE. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the attached Exhibit "C" provides an index of environmental conditions and investigative and cleanup actions taken with respect to the PROPERTY and that the attached Exhibit "D" contains a table with (to the extent such information is available): (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the PROPERTY; (2) the time such storage, release or disposal took place; and (3) a description of the remedial action taken, if any.

(B) CERCLA COVENANT. In accordance with CERCLA Section 120(h)(A)(ii), GRANTOR hereby warrants to the GRANTEE that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken prior to the date of this conveyance. GRANTOR warrants that it shall conduct any additional remedial actions found to be necessary after the date of this conveyance regarding hazardous substances remaining on the Property as of the date of this conveyance.

This covenant shall not apply:

(1) in any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

(2) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance located on the Property as of the date of this conveyance.

(C) ACCESS. GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**NOTICE OF THE PRESENCE OF ASBESTOS.** (a) GRANTEE, its successors and assigns, are warned that the PROPERTY contains asbestos-containing materials that are believed to be non-friable; (b) GRANTEE, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the PROPERTY, including any asbestos hazards or concerns; (c) No warranties, either expressed or implied, are given with regard to the condition of the

PROPERTY including, without limitation, whether the PROPERTY does or does not contain asbestos or is or is not safe for a particular use. The failure of GRANTEE, its successors and assigns, to inspect or to be fully informed as to the condition of all or any portion of the PROPERTY shall not constitute grounds for any claim or demand against GRANTOR; (d) The legal description of the PROPERTY set forth, and any other information provided herein with respect to said PROPERTY was based on the best information available to GSA's Property Disposal Division and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the PROPERTY and/or any other Federal agency, shall not constitute grounds or reason for any claim by GRANTEE, its successors and assigns against GRANTOR, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; (e) GRANTOR assumes no liability for damages for personal injury, illness, disability or death to GRANTEE or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the PROPERTY, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; (f) GRANTEE further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the PROPERTY, or any portion thereof, that in its use and occupancy of the PROPERTY, it will comply with all Federal, State, and local laws relating to asbestos.

**NOTICE OF THE PRESENCE OF LEAD-BASED PAINT.** (a) GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in buildings constructed prior to 1978 on the PROPERTY; (b) GRANTEE covenants and agrees that in any improvements on the PROPERTY defined as target housing by Title X and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the PROPERTY, lead-based paint hazards will be abated in accordance with Title X before use and occupancy of such improvements as residential dwellings; (c) GRANTEE covenants and agrees that in its use and occupancy of the PROPERTY it will comply with Title X and all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the PROPERTY described in the deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the PROPERTY; (d) GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the PROPERTY.

**NOTICE OF THE PRESENCE OF PESTICIDES.** GRANTEE is notified that the PROPERTY may contain the presence of pesticides that have been applied in the management of the PROPERTY. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

QUITCLAIM DEED - Page 13 of 20  
Lots 3802-A, 13068 and 13058-C  
Former Naval Air Station Barbers Point  
Kalaheo, Oahu, Hawaii  
GSA Control No. 9-N-HI-472D

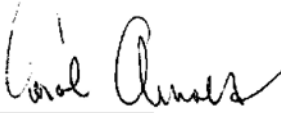
**COVENANTS RUN WITH THE LAND.** The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns.

**SAID PROPERTY** transferred hereby totaling 277.497+/- acres in accordance with the Defense Base Closure and Realignment Act of 1988, Public Law 100-526, as amended, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and pursuant to the Hawaiian Home Lands Recovery Act, Public Law 104-42 (1995), and applicable regulations, rules and orders promulgated thereunder.

)  
)  
)

**IN WITNESS WHEREOF**, the GRANTOR has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By: 

Carol Arnold  
General Services Administration  
Deputy Director, Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4<sup>th</sup> Floor  
San Francisco, CA 94102-3434

## CERTIFICATE OF ACKNOWLEDGEMENT

Witness my hand and official seal.

Signature: Tabitha Grey  
Notary Public, State of California

My commission expires March 18, 2011

**ACCEPTANCE of QUITCLAIM DEED**

**Lots 3802-A, 13068 and 13058-C  
Former Naval Air Station Barbers Point  
Kalaeloa, Oahu, Hawaii  
GSA Control No. 9-N-HI-472D**

**GRANTEE**, through its authorized representative, hereby accepts title to the conveyed PROPERTY and accepts and agrees to all of the terms, conditions, and restrictions contained in the QUITCLAIM DEED set forth above. Executed on behalf of the GRANTEE this 6<sup>th</sup> day of August, 2008, at Honolulu County.

**STATE OF HAWAII  
Acting by and through the  
DEPARTMENT OF HAWAIIAN HOME LANDS**

By: 

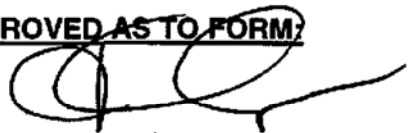
Title: Chairman, Hawaiian Homes Commission

**ATTEST**

By: 

Title: Land Management Division  
Administrator

**APPROVED AS TO FORM:**

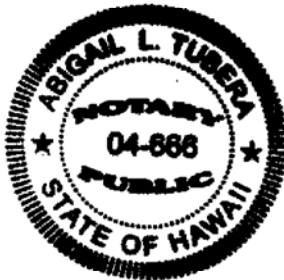



DEPUTY ATTORNEY GENERAL

Dated: 7/8/2008

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

On this 7th day of August, 2008, before me appeared MICAH A. KANE, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.



  
\_\_\_\_\_  
Notary Public, State of Hawaii

**ABIGAIL L. TUBERA**

Print Name of Notary Public

My commission expires: 11/21/08

Doc. Date: 7/2/08 # Pages: 23  
Notary Name: Abigail L. Tubera First Circuit  
Doc. Description: Quitclaim Deed  
lots 3802-A, 13068 and 13058-C  
former Naval Air Station Barber's Pt., Kalaheo  
Abigail L. Tubera 8/7/08  
Notary Signature Date

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

- A. That certain real property lying and being in the State of Hawaii, formerly known as the Naval Air Station, Barbers Point, consisting of:
- (1) Lot 3802-A, consisting of 43.021 acres, more or less, as shown on Map 974, as set forth in Land Court Order No. 135472, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 266962 issued to the GRANTOR;
  - (2) Lot 13068, consisting of 136.938 acres, more or less, as shown on Map 957, as set forth in Land Court Order No. 134783, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR; and
  - (3) Lot 13058-C, consisting of 97.538 acres, more or less, as shown on Map 962, as set forth in Land Court Order No. 135066, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR.

The above-mentioned lots are hereinafter referred to as the "PROPERTY" for the uses stated in the quitclaim deed to which this Exhibit "A" is attached.

TOGETHER WITH rights of access to said Lot 13058-C over Easement "6771", affecting Lot 13058-D, as shown on said Map 962.

- B. Those certain facilities and rights consisting of all improvements located on the Land, except for the improvements that are specifically excepted and reserved in the quitclaim deed to which this Exhibit "A" is attached.
- C. Those certain water facilities, approximately shown on the attached Exhibit "A-1" and identified as "TRANSFERRED", located within a lot adjacent to Parcel 13058-C, identified as Lot 13058-B, as shown on Map 1049, as set forth in Land Court Order No. 140019, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664, issued to the GRANTOR; TOGETHER WITH rights in, over, under, and across said Lot to operate, maintain, repair, replace, and remove said water facilities.
- D. All personal property located on the Land.

**EXHIBIT A-1**

**WATER LINES TO BE TRANSFERRED WITH LOT 13058-C**

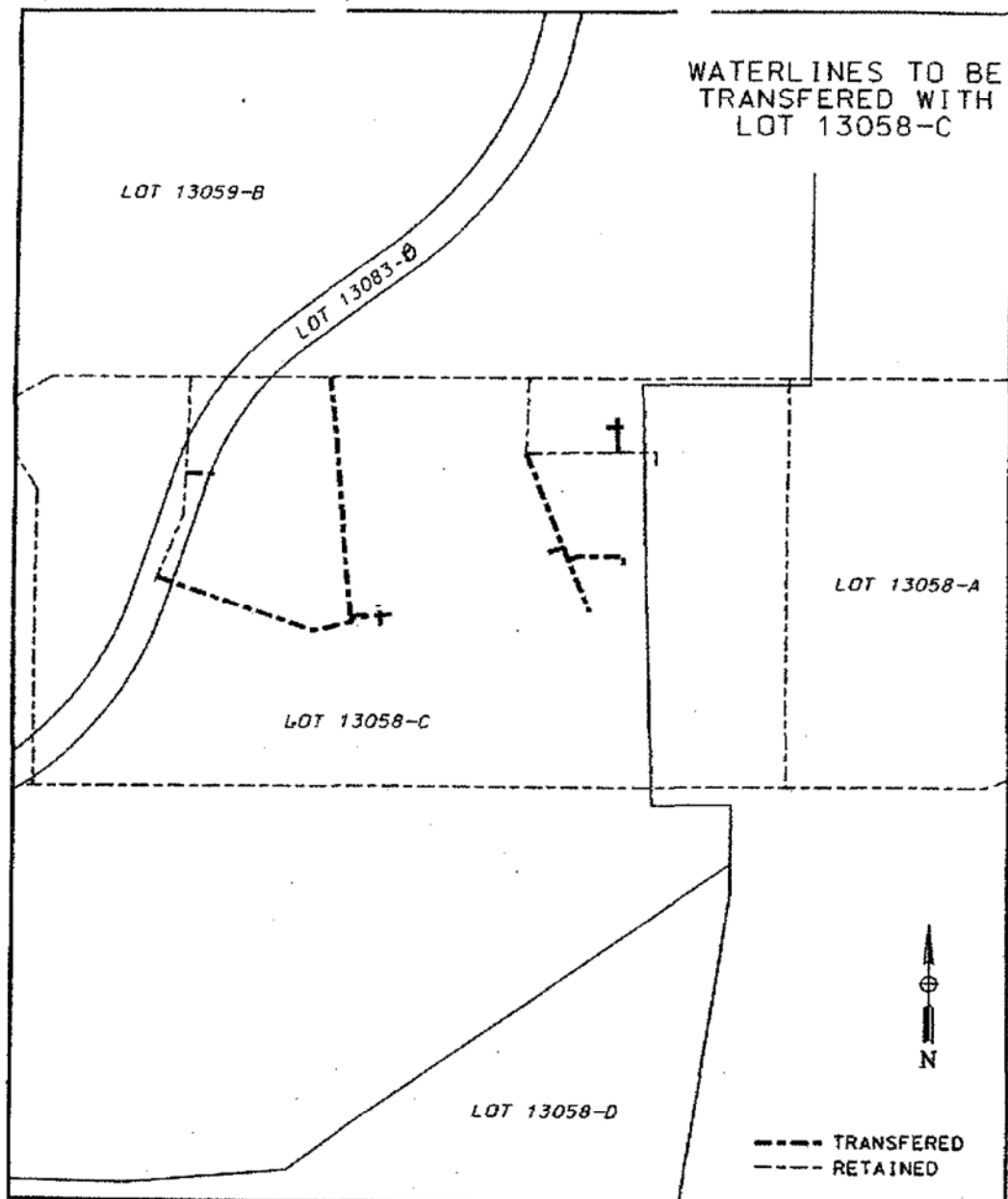


Exhibit "A-1"



## EXHIBIT B

### LISTING OF HISTORIC PROPERTY

#### LISTING OF HISTORIC PROPERTIES

##### Lot 3802-A

Site/Building No.	# of Features	Description	National Register Eligibility Criteria	Report Reference
NL-25	1+	Early to Mid 20 <sup>th</sup> Century Homestead Remnants	Not Evaluated	1
1725	17	Hawaiian Habitation Complex; one feature contains human remains	D	2

1 Tuggle, H. David and M.J. Tomonari-Tuggle

1997 A Cultural Resource Inventory of Naval Air Station Barbers Point, Oahu: Part I, Phase I Survey and Inventory Summary. Prepared by International Archaeological Research Institute, Inc., Honolulu.

2 Beardsley, Felicia

2001 Phase II Intensive Survey and Testing, Naval Air Station Barbers Point. Prepared by Paul H. Rosendahl, Ph.D., Inc., Hilo.

##### Lot 13068

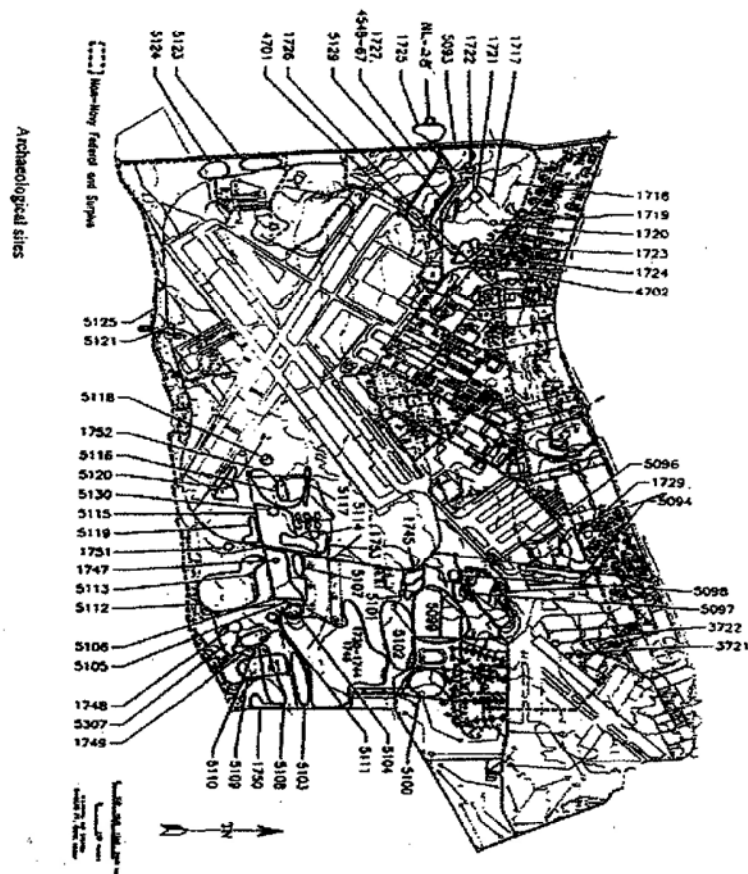
Site/Building No.	# of Features	Description	National Register Eligibility Criteria	Report Reference
1717	6	Hawaiian Habitation Complex	D	2
1718	5	Hawaiian Habitation Complex	D	2
1719	5	Hawaiian Habitation Complex	D	2
1720	2	Hawaiian Habitation Complex	D	2
1721	8	Hawaiian Habitation Complex	D	2
1722	12	Hawaiian Habitation Complex	D	2
1723	8	Hawaiian Habitation Complex; one feature contains human remains	C, D	3
1724	9+	Hawaiian Habitation Complex; two features contain human remains	C, D	3
1726	5+	Hawaiian Habitation Complex; one feature contains human remains	D	3
1727	2	Modified Sinkholes	D	4
4550-67	62	Hawaiian Agricultural Complex	D	4
4701	1+	Early 20 <sup>th</sup> Century Storage	D	3
4702	152	Hawaiian Agricultural Complex	D	3
5093	6+	WWII-era Features; portable pillbox, roads, pads	D	1, 5
5129	29	Hawaiian Habitation Complex	D	1, 2, 5

2 Beardsley, Felicia

2001 Phase II Intensive Survey and Testing, Naval Air Station Barbers Point. Prepared by Paul H. Rosendahl, Ph.D., Inc., Hilo.

## EXHIBIT B-1

### ARCHEOLOGICAL SITE MAP



## EXHIBIT C

### LISTING OF ENVIRONMENTAL DOCUMENTS

1. "Environmental baseline Survey (EBS) Report, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden Environmental and Energy Services Co., Inc. (Ogden). June 1994
2. "Base Realignment and Closure (BRAC) Cleanup Plan (BCP) (Draft) for Naval Air Station Barbers Point, Oahu, Hawaii." Navy. January 1998.
3. "Asbestos Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1998.
4. "Lead-Based Paint Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. August 1998.
5. "Asbestos Reinspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1999.
6. "Historical Radiological Assessment and Survey Plan, Final Status Survey, Naval Air Station Barbers Point, Oahu, Hawaii." Naval Sea Systems Command Detachment Radiological Affairs Support Office. March 1999.
7. "Record of Decision for No Action and Restricted Land Use Sites, Naval Air Station Barbers Point, Oahu, Hawaii." Navy. April 1999.
8. "Remedial Investigation Report for BRAC-Related Activities, Regional Groundwater System, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
9. "Remedial Investigation Report for BRAC-Related Activities, Coral Pit 3, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
10. "Remedial Investigation Report for BRAC-Related Activities, Runway 11 Clear Zone, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
11. "Dry Well Network Investigation Report for BRAC-Related Activities, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
12. "Survey and Sampling of Miscellaneous units Report, Naval Air Station Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech EM Inc. July 1999.
13. "Finding of Suitability to Transfer, Property to be Transferred to the Department of the Interior for Conveyance to the Department of Hawaiian Home Lands, Naval Air Station Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech. August 1999.
14. "Record of Decision Amendment for Coral Pit 3 and the NEX Service Station- Building 129 AST, former Naval Air Station Barbers Point, Oahu, Hawaii." Navy. August 1999.
15. "Final Record of Closure, Closure of Airfield Hydrant Fueling System, Naval Air Station Barbers Point, Oahu, Hawaii." IT Corporation. May 2000.
16. "Finding of Suitability to Transfer Addendum, Lots 3802-A, 13058-C, and 13068 (Property to be Transferred to the Department of Hawaiian Home Lands), former Naval Air Station Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech EM Inc. October 2007.

## EXHIBIT D

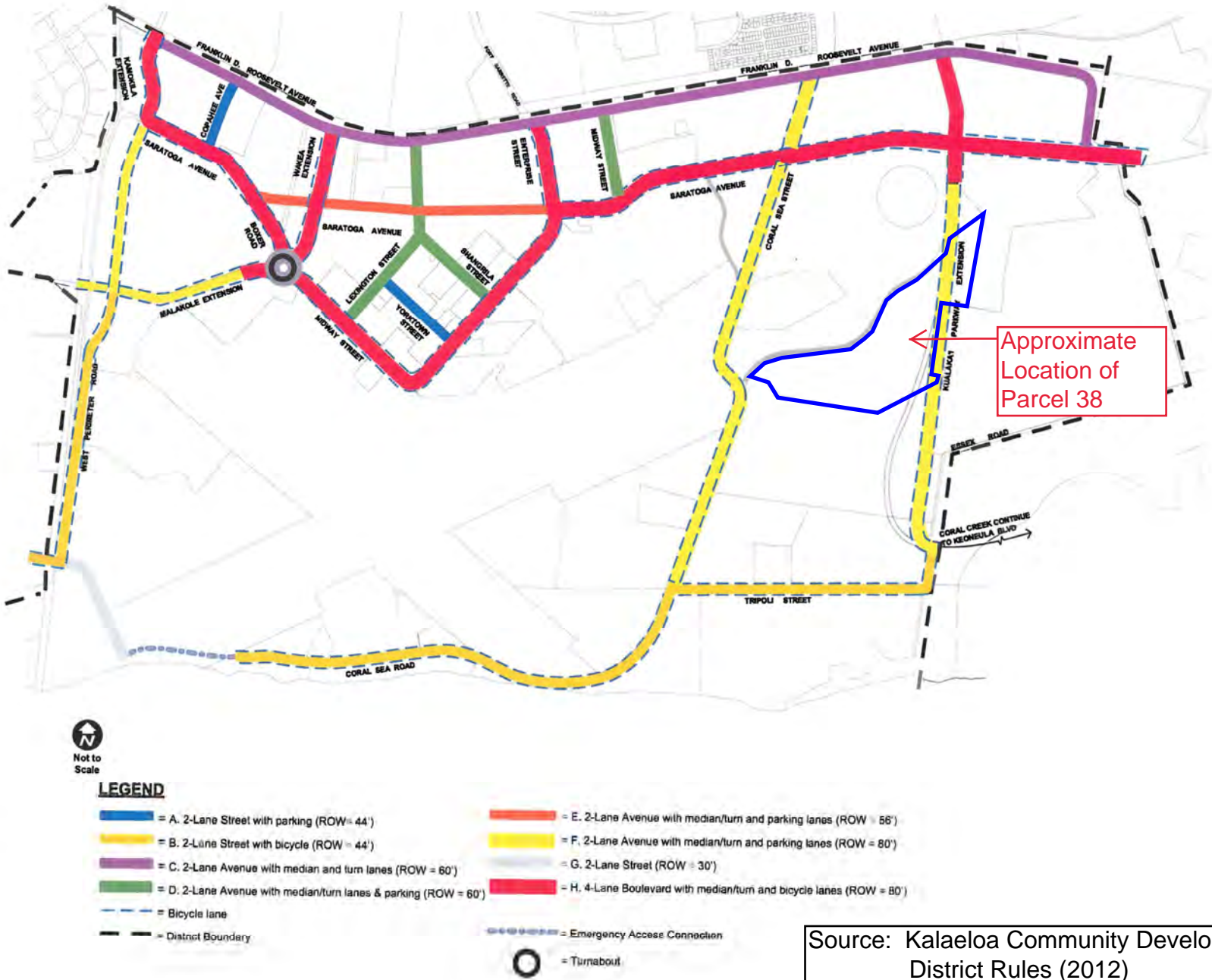
### HAZARDOUS SUBSTANCES NOTIFICATION

Hazardous Substances Notification

Building No.	Building Description	Material Name	Physical State	Minimum Quantity	Container	Secondary Containment	Action Taken
194	Magazine	High explosive propellant cartridges	Solid	Unknown	Metal ammunition	On concrete floor in locked storage	Removed prior to base closure
194	Magazine	Smoke bombs	Gas	Unknown	Unknown	On concrete floor in locked storage	Removed prior to base closure
194	Magazine	Perforated flares (gross, iron/iron)	Solid	Unknown	Unknown	On concrete floor in locked storage	Removed prior to base closure
196	Guided Missile Maintenance	Hypergolic liquid engine fuel	Liquid	Approx. 15 gallons	ACM target drone missile	On concrete floor in locked storage	Removed prior to base closure
344	HSL-37 Warehouse	JP-5	Liquid	200 ml	Fuel filling apparatus	None	Removed prior to base closure
345	Boy Scouts Pack 124	Acetylene	Gas	1 cylinder	Gas cylinder	Valve	Removed prior to base closure
346	VP-6 Warehouse	Asbestos	Solid	Actual quantity unknown	3 x 3-1/2 x 2 crate, covered in torn plastic	None	Removed prior to base closure
1523	Warehouse	Lubricating oil	Liquid	55 gallon	55 gallon drum	In bldg on concrete pad	Removed prior to base closure

Source:  
 "Environmental Baseline Survey (EBS) Report, Naval Air Station, Oahu, Hawaii," Ogden, June 1994

FIGURE 1.4 THOROUGHFARE PLAN



Source: Kalaeloa Community Development District Rules (2012)

NE  
Issue  
C



L-393      STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED  
JAN 09, 2003      08:02 AM  
Doc No(s) 2879817  
on Cert(s) 266,962 & 529,664  
Issuance of Cert(s) 633,738



/s/ CARL T. WATANABE  
ASSISTANT REGISTRAR

32      1/1      Z4

pm

LAND COURT SYSTEM	REGULAR SYSTEM
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After Recordation, Return By Mail (X) Pick Up ( )

To: <del>General Services Administration Property Disposal Division (9PR) Attn: Alfonso C. Mendez 450 Golden Gate Avenue 4East San Francisco, CA 94102-3434</del>	Department of Hawaiian Home Lands State of Hawaii Attn: Mr. Raynard C. Soon Chairman, Hawaiian Homes Commission P.O. Box 1879 Honolulu, HI 96805
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Tax Map Key No: 9-1-13:27, 29, 40, 48, 61, and portion of 9 Total Pages: 32  
17

**QUITCLAIM DEED**

**QUITCLAIM DEED  
Barbers Point**

**THIS INDENTURE**, made this 30<sup>th</sup> day of December, 2002, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior (hereinafter referred to as "GRANTOR"); under and pursuant to the powers and authority contained in the provisions of the Hawaiian Home Lands Recovery Act, Public Law 104-42 (1995), and the DEPARTMENT of HAWAIIAN HOME LANDS of the STATE of HAWAII (hereinafter referred to as "GRANTEE").

**WITNESSETH**, that the said GRANTOR, for valuable consideration, the receipt of which is hereby acknowledged, by these presents does remise, release and quitclaim unto the said GRANTEE, its successors and assigns all of its right, title, and interest in that certain real property and improvements located thereon, situated at Barbers Point, City and County of Honolulu, State of Hawaii, as more particularly described on the attached Exhibits "A", "A-1", "A-2", and "A-3" (the "Property").

**THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:**

**ALL** covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to the specific easements, reservations, rights and covenants described herein, and to any facts which a physical inspection or accurate survey of the property may disclose.

**EXCEPTING AND RESERVING, HOWEVER**, unto the GRANTOR, all of the following utility facilities, easements, rights-of-way and other rights and entitlements.

1. Those certain existing water transmission facilities located above and below the Property, that are utilized to provide water service for lots other than the Property, the location of said existing water transmission facilities being within the following easements:
  - a. Easement 7095, as shown on Map 1027, as set forth in Land Court Order No. 139073, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the Grantor.
  - b. Easements 7489 and 7490, as shown on Map 1073, as set forth in Land Court Order No. 142228, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the Grantor.
  - c. Easements 7427, 7429, 7430, 7436, and 7443, as shown on Map 1069, as set forth in Land Court Order No. 142224, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the Grantor.

Together with perpetual easements and rights of way over, across, under, and through said Easements 7489, 7490, 7095, 7427, 7429, 7430, 7436, and 7443 for the operation, maintenance, repair, replacement, upgrade and removal of all water transmission facilities not conveyed hereunder (hereinafter referred to collectively as the "existing water facilities"); and further reserving to the GRANTOR the right to transfer such easements upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE, subject to the following conditions:

Such transfer documents for the conveyance of existing water transmission facilities shall include the following terms and conditions:

In the event the easement areas shall be abandoned or shall remain unused for the construction, excavation, repair, maintenance, alteration, operation or use of the water transmission facilities for a continuous period of one year, the easement rights shall terminate, and the easement holder shall remove any existing water meters, fire hydrants, and all other above ground structures and appurtenances that were installed within the easement area and restore the easement area as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements, provided however, nothing herein contained shall require the easement holder to remove any underground pipeline and appurtenances located within the easement area, provided further that the easement holder caps any cut piping ends with concrete; and

If the fee owner of the easement area determines that the continued exercise of the easement rights granted in the easement document constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided, that it shall grant the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions in the easement document and provided that the easement holder consents to the new location. The easement holder shall not unreasonably withhold consent and if the easement holder does not respond within 45 calendar days of fee owner's notification of proposed relocation, consent to the relocation shall be deemed to have been given by the easement holder. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area including costs to mitigate negative impacts to the utility and its customers.

2. Those certain existing wastewater transmission and control facilities located within the Property, that are utilized to provide wastewater service for lots other than the Property, the location of said existing wastewater facilities being within Easements 7095 and 7108, as shown on Map 1027, as set forth in Land Court Order No. 139073, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, as to a portion of the property covered by Certificate of Title No. 529664, issued to the GRANTOR; together with perpetual easements and rights of way over, across, under, and through said Easements 7095 and 7108 for the operation, maintenance, repair, replacement, upgrade and removal of all wastewater facilities herein reserved (hereinafter referred to collectively as the "existing wastewater facilities"); and further reserving to the GRANTOR the right to transfer such easements upon notice to, but without requirement for



joinder or consent of GRANTEE or any person holding under or through GRANTEE, subject to the following conditions:

Such transfer documents for the conveyance of wastewater transmission and control facilities shall include the following terms and conditions:

In the event the easement holder shall at any time completely remove its sewer pipe line or pipe lines or related appurtenances from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipe line or appurtenances over, across, under and through such parcel or parcels, then the rights granted in the easement document and the obligations therein imposed shall terminate as to such parcel or parcels of land without any actions on the part of the easement holder or the fee owner of the easement area, save and except that nothing contained in the easement document shall be deemed to be an abandonment of the rights and obligations insofar as they affect other parcels of land within the easement area which have not been abandoned; provided, however, that upon such abandonment, nothing contained in the easement document shall require the easement holder to remove there from any structure or equipment constructed or placed within the easement area, provided further that the easement holder caps, grouts or otherwise makes safe any underground pipeline and appurtenances not removed; and

If the fee owner of the easement area determines that the continued exercise of the easement rights constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted in the easement document to the extent necessary to eliminate such interference; provided, that it shall grant to the easement holder a substitute easement within the reasonable vicinity to permit the fee owner of the easement area to effect the relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions as contained in the easement document and provided that the easement holder consents to the new location. The easement holder shall not unreasonably withhold consent. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area. Relocation costs to be borne by the fee owner include, but are not limited to, engineering studies, design, construction, inspection, administration and management of the project and contracts, costs of clean-up and plugging of relocated utilities, costs associated with preserving line capacity and service to utility customers, and costs to mitigate negative impacts to the utility and its customers. Plans for relocation shall be submitted to the owner of the utility for review and consent. The utility owner's consent shall be obtained prior to the start of relocation work, or termination of existing easements.

3. Those certain electrical transformers (excluding transformer pads, buildings and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and such other appliances and equipment located within the Property, providing service to the GRANTEE, which extend from the boundaries of the Property up to the appropriate electrical metering point of each building located on the Property, as said "metering point" is defined in the Hawaiian Electric Company, Inc. ("HECO") "Electric Service Installation Manual" effective on the date of this conveyance and regardless of whether or not those meters have actually been installed; together with perpetual easements and rights-of-way over, across, under, and through the Property for the operation, maintenance, repair,

replacement, upgrade and/or removal of such electric utility facilities. GRANTOR reserves the right to transfer said perpetual easements and rights-of-way to HECO or any other entity, upon notice to but without requirement for joinder or consent of GRANTEE, provided that the following provisions are included in the transfer document:

If the fee owner of the easement area determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted to the extent necessary to eliminate such interference, provided, that it shall grant to the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions as those contained in the transfer of easement document and provided that the easement holder consents to the new location. The easement holder shall not unreasonably withhold consent. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee holder of the easement area, including costs to mitigate negative impacts to the utility and its customers; and

Upon subdivision or development of the land over which the granted easement crosses, to the extent that said easement only serves Grantee's property, Grantee reserves the right to require the easement holder to remove its electrical transformers (excluding transformer pads, buildings and fencing) and its overhead lines and surface appliances and equipment and restore the Property as nearly as is reasonably possible to the condition existing immediately prior to the removal of said equipment, the Grantee hereby consenting to such removal and agreeing that the easement holder's underground lines, appliances and equipment may be abandoned in place. In the event of such removal and abandonment of said easement, or any portion thereof, the easement holder will at its own expense prepare, execute and record an appropriate instrument evidencing such abandonment.

4. Those certain existing electrical transformers (excluding transformer pads, buildings and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and other appliances and equipment located within the Property that are utilized to provide electrical service for lots other than the Property, (hereinafter referred to collectively as "existing electric utility facilities"), the locations of which are approximately shown on HECO Drawing No. C4631, dated July 7, 1999, entitled "Barbers Point NAS Electrical Easements, Quads 1 through 11, 46KV, 12KV & 4KV Lines", and HECO Drawing Nos. C4630 (Rev.1), C4633 (Rev. 1), C4636 (Rev. 2), and C4637 (Rev. 2), dated June 25, 2002, entitled "Barbers Point NAS Electrical Easements Quads 1 through 11, 46KV, 12KV & 4KV Lines", all on file at HECO's office at 900 Richards Street, Honolulu, Hawaii 96813, and identified as "Easements for Existing Electrical Facilities" on said HECO drawings; together with perpetual easements and rights of way over, across, under, and through the Property, for the operation, maintenance, repair, replacement, upgrade and/or removal of said existing electric utility facilities located on the Property; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, including HECO, the right to survey the Property areas beneath said existing electric utility facilities as may be considered by GRANTOR to be necessary for the transmission and distribution of electricity for light, power and/or communications and control circuits for the use of occupants of the Property or other lots. GRANTOR's right to survey said Property areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to

designate said easements on Land Court Map(s) over, across, under and through the Property for electric utility purposes, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to cancel the perpetual easements and rights-of-way granted hereunder in this paragraph and to grant new specifically delineated easements to the HECO or any other entity, upon notice to but without requirement for joinder or consent of GRANTEE.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the Property, GRANTEE and each person holding under or through GRANTEE agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time not to exceed forty-five (45) days, GRANTEE and such persons holding under or through GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

GRANTOR shall include the following terms and conditions in documents for the transfer of its rights in said perpetual easements and rights of way and said new specifically delineated easements:

In the event that the easement area shall be abandoned, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements; and

If the fee owner of the easement area determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted to the extent necessary to eliminate such interference, provided, that it shall grant to the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions as those contained in the transfer of easement document and provided that the easement holder consents to the new location. The easement holder shall not unreasonably withhold consent. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee holder of the easement area, including costs to mitigate negative impacts to the utility and its customers.

5. Those certain existing telecommunication facilities located within the Property, the location of said existing telecommunication facilities being approximately shown on NCTAMS PAC BCO BPT-001 Drawing entitled "Communications Infrastructure", dated June 11, 1999, which is on file at the Naval Computer and Telecommunications Area Master Station, Pacific, Base Communications Office, P.O. Box 450, Pearl Harbor, Hawaii 96860-5450 (hereinafter collectively referred to as the "existing telecommunication facilities"); together

with perpetual easements and rights-of-way over, across, under, and through the Property for the operation, maintenance, repair, replacement, and/or removal of the existing telecommunication facilities located on the Property; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, the right to survey the Property areas beneath said existing telecommunication facilities as may be considered by GRANTOR to be necessary for the provision of communication service to users. GRANTOR's right to survey said Property areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court Map(s) over, across, under and through the Property for telecommunication purposes, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to cancel the perpetual easements and rights-of-way granted hereunder in this paragraph and to grant new specifically delineated easements to any other entity, through the execution of a grant of easement document, upon notice to, but without requirement for joinder or consent of GRANTEE.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the Property, GRANTEE and each person holding under or through GRANTEE, agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time not to exceed forty-five (45) days, GRANTEE and such persons holding under or through GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

GRANTOR shall include the following terms and conditions in documents for the transfer of its rights in said perpetual easements and rights of way and said new specifically delineated easements:

In the event that the easement area shall be abandoned or shall remain unused for the purpose granted for a continuous period of one year, the fee owner of the easement area shall have the right to terminate said easement and require the easement holder to remove its appliances, equipment, and improvements and restore the land as nearly as is reasonably possible to the condition existing immediately prior to the time of installation or construction of its improvements; and

If the fee owner of the easement area determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, the fee owner of the easement area shall have the right to terminate the easement granted to the extent necessary to eliminate such interference, provided, that it shall grant to the easement holder a substitute easement within the reasonable vicinity to permit the easement holder to effect relocation of any facility or portion thereof, which substitute easement shall be subject to the same terms and conditions contained in the easement document and provided that the easement holder consents to the new location. All costs associated with such relocation, as determined by the easement holder, shall be borne by the fee owner of the easement area, including costs to mitigate negative impacts to

the utility and its customers.

6. Those certain regional groundwater monitoring wells, as approximately shown on the attached Exhibit "B"; TOGETHER with a perpetual easement over the Property for the operation, maintenance, repair, and replacement of said groundwater-monitoring wells. Said easement and all rights appertaining thereto shall continue until said wells are closed by the GRANTOR. GRANTOR shall close said wells by cutting well casings flush with ground level and filling said wells with cement. Upon such closure, the GRANTEE agrees that said groundwater-monitoring wells will be left in place by the GRANTOR and that GRANTEE shall thereafter own said groundwater-monitoring wells. GRANTOR shall provide to GRANTEE a 60-day advance written notice of its intent to close any groundwater monitoring well located on GRANTEE'S Property.

**FURTHER EXPRESSLY RESERVING AND EXCEPTING, HOWEVER,** all right, title, and interest in and to the following items:

- a. Easement "3697", affecting Lot 2488-A-2, as shown on Map 632 of Land Court Application No. 1069, and as set forth by Land Court Order No. 110870, filed March 9, 1993, designated for the purpose of a runway safety clear zone, and granted to the United States of America, acting through the Department of the Navy, as set forth in that certain Grant dated April 30, 1993, filed as Land Court Document No. 2020854, and noted on Certificate of Title No. 504038.
- b. Easement "1360", affecting Lots 425-C-1, 2488-A, 2489-A, 2529, and 3168, as shown on Map 373 of Land Court Application No. 1069, and as set forth by Land Court Order No. 72368, filed January 11, 1985, designated for the purpose of flight clearance glide plane, and as set forth in that certain Declaration of Taking, dated August 23, 1979, filed as Land Court Document No. 1270954 and noted on Certificate of Title No. 504038.
- c. Easement "540", affecting Lot 1136-D-1 and Lot 1909, and Easement "541", affecting Lots 1136-D-1, 247, 1170, 1172, and Lot 1909, as shown on Map 185 of Land Court Application No. 1069, and as set forth by Land Court Order No. 27855, filed December 6, 1967, designated for the purpose of aircraft flight clearance purposes, and granted to the United States of America, as set forth in that certain Grant dated May 7, 1968, filed as Land Court Document No. 449065 and noted on Certificate of Title No. 85671.
- d. Easement "2263", affecting Lots 1909-B and 3805-A, as shown on Map 487 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95131, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685726 and noted on Certificate of Title No. 85671.
- e. Easement "2277", affecting Lots 220-A, 221, and 298, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685727, and noted on Certificate of Title No. 15790.
- f. Easement "2280", affecting Lot 298, as shown on Map 496, and Easement "2281", affecting Lots 178, 316, 317, 318, and 319, as shown on Map 496, of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and



granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685728, and noted on Certificate of Title No. 15790.

g. Easement "2279", affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685737, and noted on Certificate of Title No. 15790.

h. Easement "2262", affecting Lots 237-A and 2695, as shown on Map 486 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95159, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685738, and noted on Certificate of Title No. 15790.

i. Easement "2278", affecting Lot 298, as shown on Map 496 of Land Court Application No. 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685739, and noted on Certificate of Title No. 15790.

j. Perpetual flight clearance easement, in, over, and above Lot 204-A-2-A-2, as shown on Map 217 of Land Court Application 1069, as set forth by Land Court Order No. 35554, filed July 19, 1972, and Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393.

k. Right of access, including but not limited to, the right to transport, haul and tow aircraft over and along the existing road in Lot 208, as shown on Map 34 of Land Court Application No. 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, together with the right to control public and private vehicular traffic on said road during these aircraft transport operations, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393,

l. Right of access, including but not limited to, the right to transport, haul and tow aircraft over and along Easement "1095", affecting Lot 204-A-2-A-2, as shown on Map 295 of Land Court Application No. 1069, as set forth by Land Court Order No. 51328, filed September 22, 1978, and noted on Certificate of Title No. 170393, together with the right to control public and private vehicular traffic on said easement during these aircraft transport operations, granted to the United States of America in that certain Grant and Relinquishment of Easements dated April 20, 1979, filed as Land Court Document No. 946598, and noted on Certificate of Title No. 170393.

**SUBJECT, HOWEVER,** to the following:

1. Easements "6780" and "6781", as shown on said Map 968, affecting said Lots 13069-A and 13069-C, respectively, as set forth in Land Court Order No. 135090, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Certificate of Title No. 529664, granted to the State of Hawaii, Department of Transportation by Quitclaim Deed dated June 30, 1999, Land

Court Document No. 2557263 for avigation purposes.

2. Easement "3698", as shown on said Map 632, affecting said Lot 2488-B-1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Certificate Title No. 266962, granted to Moon & Hart by Grant of Easement dated April 30, 1993, Land Court Document No. 2020855, for drainage purposes and by Grant of Easement dated April 30, 1993, Land Court Document No. 2020856, for building setback and emergency vehicle access purposes.
3. Declaration of Taking filed in Land Court as Document No. 1270954 affecting Lot 2488-B-1.
4. Reservation as contained in Declaration of Taking filed as Land Court Document No. 87883.
5. All licenses and easements, whether recorded or unrecorded, across, over, along or under the Land.

### **COVENANTS**

**HISTORIC PRESERVATION COVENANT.** GRANTEE hereby covenants on behalf of itself, its successors or assigns to protect and maintain the historic properties listed in the attached Exhibit "C" and located on the Land as approximately shown on the attached Exhibit "C-1", in a manner that preserves the attributes that contribute to the eligibility of said historic properties for the National Register of Historic Places. Such attributes include information potential, construction type, interior and exterior features, design, setting, materials, workmanship, feeling, association, and views from, to, and across the Property.

1. Disturbance of the ground surface shall be undertaken or permitted to be undertaken on and in the immediate vicinity of the sites listed in Exhibit "C" which would affect the physical integrity of the archaeological sites only after consultation with the Hawaii State Historic Preservation Officer (SHPO) as provided by Hawaii Revised Statutes Chapter 6E (§ 6E-8). Actions that would affect views that contribute to the historical character of the site, including adding new structure site elements such as towers, fences, and obtrusive signs would also be considered to materially affect the property. Plans that are submitted in accordance with this provision shall be prepared to conform with the *Secretary of the Interior's Standards and Guidelines for Archaeological Documentation* (48 FR 44734-37) and such standards and guidelines as the Hawaii SHPO may recommend, including but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native Hawaiian organizations, and re-interment of human remains.

2. The GRANTEE or its successors or assigns shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the archaeological sites listed on Exhibit "C" and shall promptly report any such disturbance to the Hawaii SHPO.

3. The GRANTEE or its successors or assigns shall allow the Hawaii SHPO at all reasonable times and upon reasonable advance notice to GRANTEE or its successors or assigns, to inspect the said historic properties in order to ascertain whether the GRANTEE or its successor or assigns is complying with the conditions of this preservation covenant.

4. The GRANTEE or its successors or assigns shall provide the Hawaii SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after recordation date of this deed.

5. Failure of the GRANTOR to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the GRANTOR of any other right or remedy or the invocation of such right or remedy at any other time.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the GRANTOR may, following reasonable notice to the GRANTEE or its successors or assigns institute any action to enjoin said violation or to require the restoration of the historic properties.

7. This covenant is binding on the GRANTEE, its successors or assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors or assigns, verbatim or by express reference in any deed or other legal instrument by which it conveys a fee simple title or any lesser estate in said historic properties or any part thereof.

#### **HAZARDOUS SUBSTANCE ACTIVITY COVENANT**

**(A) Notice.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the Department of the Navy (the "Navy") gives notice that the attached Exhibit "D" provides an index of environmental documents prepared by the Navy to document the existing environmental conditions and investigative and cleanup actions taken with respect to the Property and that the attached Exhibit "E" contains a table with (to the extent such information is available): (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of the remedial action taken, if any.

**(B) CERCLA Covenant.** In accordance with section 120(h)(3)(A)(ii) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund"), 42 U.S.C. 9620(h), the GRANTOR hereby warrants to the GRANTEE that:

- (1) All remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Land, as of the date hereof, has been taken prior to the date of this conveyance; and
- (2) Any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Land as of the date of this conveyance shall be conducted by the GRANTOR.

The foregoing covenants shall not apply to any response action required on the Property as a result of an act or omission of the GRANTEE

**(C) Description of Remedial Action Taken.** In accordance with CERCLA, the GRANTOR has taken the cleanup actions reflected in the documents listed in Exhibit "D" and summarized in the attached Exhibit "F".



**(D) Access.** GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**NOTICE OF THE PRESENCE OF ASBESTOS.** (a) GRANTEE, its successors and assigns, are warned that the property contains asbestos-containing materials. That asbestos exists in floor tiles, roofing material, and interior paneling of the improvements; (b) GRANTEE, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including any asbestos hazards or concerns; (c) No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of GRANTEE, its successors and assigns to inspect or to be fully informed as to the condition of all or any portion of the property shall not constitute grounds for any claim or demand against GRANTOR; (d) The legal description of the property set forth, and any other information provided herein with respect to said property was based on the best information available to DOI and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for any claim by the GRANTEE, its successors and assigns against the GRANTOR, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; (e) The GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether the GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; (f) The GRANTEE further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the property, or any portion thereof, that in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

**NOTICE OF THE PRESENCE OF LEAD-BASED PAINT.** (a) GRANTEE hereby acknowledges the presence of lead-based paint and/or lead-based paint hazards in improvements on the Property constructed prior to 1978; (b) GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the property, lead-based paint hazards will be abated before use and occupancy of such improvements as residential dwellings; (c) GRANTEE covenants and agrees that in its use and occupancy of the property it will comply with all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death, to

GRANTEE, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the property described in this deed, whether GRANTEE, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured; (d) GRANTEE covenants and agrees that it will comply with all Federal, state, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the property.

**RADON.** GRANTEE is notified that radon is present in Building 278 on Lot 13069-C, as approximately shown on the attached Exhibit "G" and may be present in other buildings located on the Property. GRANTEE acknowledges that (a) radon, a naturally-occurring, radioactive inert gas formed by the radioactive decay of radium atoms in soil and rock, is or may be present on the Property, (b) radon can enter a building through cracks and openings in the ground and accumulate and distribute unevenly within a building until it reaches concentrations dangerous to the health of living organisms, and (c) radon is odorless, tasteless and colorless and can only be detected by proper instrumentation. GRANTEE further acknowledges that short-term and long-term exposure to radon and/or its decay products presents a significant health risk to living organisms, including but not limited to humans, which health risk may include but not be limited to lung damage and cancer.

**GROUNDWATER.** GRANTEE covenants and agrees that it will not extract groundwater from the Property for any purpose until regional groundwater monitoring activities are completed by the GRANTOR, unless GRANTEE notifies the GRANTOR before installing any well and performs sampling required under all applicable laws, regulations and standards, including the Safe Drinking Water Act, and the results show that chemical concentrations meet regulatory criteria.

**UNDERGROUND INJECTION CONTROL PERMITS.** GRANTEE covenants and agrees to apply with the State of Hawaii-Department of Health (State DOH), within ninety (90) days of the conveyance of the Property to the GRANTEE, for an Underground Injection Control (UIC) permit(s) for the existing dry wells located on the Property. After the conveyance of the Property, the GRANTOR shall no longer be the owner or actual operator of the drywells. In light of this, the GRANTOR reserves the right to terminate the GRANTOR'S UIC permit(s) with the State DOH if the GRANTEE does not submit an application to the State DOH within ninety (90) days. GRANTEE shall comply with all requirements of the UIC permits held by the GRANTOR until GRANTEE receives a new UIC permit(s) in its own name. GRANTEE acknowledges that it has received from GRANTOR copies of the UIC permits held by the GRANTOR. GRANTOR reserves a right of access to said dry wells for monitoring and inspection purposes until such time as new UIC permits are obtained by the GRANTEE. In the event that any sediment is removed from said dry wells, GRANTEE shall dispose of such sediment offsite in an appropriate facility in accordance with applicable laws and regulations.

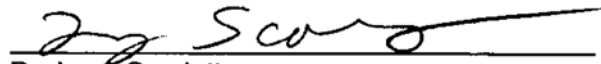
**FAA COVENANT.** The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

**COVENANTS RUN WITH THE LAND.** The covenants, conditions and restrictions contained herein shall run with the land and shall bind and inure to the benefit of GRANTOR and its successors and assigns.

**SAID PROPERTY** was transferred hereby in accordance with the Defense Base Closure and Realignment Act of 1988, Public Law 100-526, as amended, and was assigned to the Secretary of the Interior for disposal pursuant to the Hawaiian Home Lands Recovery Act, Public Law 104-42 (1995), and applicable regulations, rules and orders promulgated thereunder.

**IN WITNESS WHEREOF**, the GRANTOR and GRANTEE have caused these presents to be executed and effective as of the 30<sup>th</sup> day of December, 2002.

UNITED STATES OF AMERICA  
Acting by and through the  
SECRETARY OF THE INTERIOR

  
By: Lynn Scarlett  
Its: Assistant Secretary for Policy Management and  
Budget  
1849 C Street NW  
Washington DC 20240

Barbers Point

State of Washington D.C.  
District of Columbia )

)ss:

City and County of )

On this 30th day of December, 2002, before  
me, Lynn Scarlett, the undersigned  
Notary Public, personally appeared Lynn Scarlett  
personally known to me to be the person whose name is subscribed to the within  
instrument, and that the foregoing instrument was signed on behalf of the UNITED STATES OF  
AMERICA, acting by and through the Secretary of the Interior and said  
\_\_\_\_\_ acknowledged said instrument to be the  
free act and deed of the UNITED STATES OF AMERICA.

Witness my hand and official seal.

Name: Ramona D. Turner

Notary Public, State of Washington D.C.

My Commission expires May 31, 2004



**RAMONA D. TURNER**  
Notary Public District of Columbia  
My Commission Expires May 31, 2004

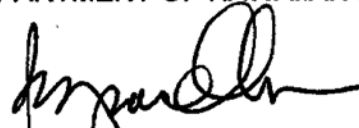
Grantee's Address is: 1099 Alakea St., Suite 2000  
Honolulu, HI 96813

mailing Address: P.O. Box 1879  
Honolulu, HI 96805

**ACCEPTANCE**

The DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, hereby accepts this Quitclaim Deed and Easements and hereby accepts and agrees to all the terms, easements, covenants, conditions, reservations, and restrictions contained therein.

STATE OF HAWAII  
Acting by and through the  
DEPARTMENT OF HAWAIIAN HOME LANDS



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By: RAYNARD C. SOON  
Hawaiian Homes Commission  
Its: Chairman

LISTING OF EXHIBITS

Exhibit "A"-Legal Description of Property  
Exhibit "A-1"-Drawing Showing Waterlines to be Transferred with Lot 13067  
Exhibit "A-2"-Drawing Showing Wastewater Lines to be Transferred with Lot 13061-E  
Exhibit "A-3"-Drawing Showing Wastewater Lines to be Transferred with Lot 13067  
Exhibit "B"-Drawing Showing Location of Navy Monitoring Wells  
Exhibit "C"-Listing of Historic Properties  
Exhibit "C -1"-Map Showing Approximate Locations of Archaeological Sites  
Exhibit "D"-Listing of Environmental Documents  
Exhibit "E"-Hazardous Substance Notification  
Exhibit "F"-Description of Remedial Action Taken  
Exhibit "G"-Map Showing Location of Building 278

# EXHIBIT "A"

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### A. PROPERTY DESCRIPTION

a. That certain real property lying and being in the State of Hawaii, formerly known as the former Naval Air Station, Barbers Point, consisting of:

(i) Lot 2488-B-1, consisting of 1.081 acres, more or less, as shown on Map 974, as set forth in Land Court Order No. 135472, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 266962 issued to the GRANTOR;

(ii) Lot 13058-E, consisting of 49.1777 acres, more or less, as shown on Map 962, as set forth in Land Court Order No. 135066, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR;

(iii) Lot 13061-E, consisting of 9.722 acres, more or less, as shown on Map 965, as set forth in Land Court Order No. 135081, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR;

(iv) Lot 13067, consisting of 28.724 acres, more or less, as shown on Map 957, as set forth in Land Court Order No. 134783, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR; and

(v) Lots 13069-A and 13069-C, consisting of 29.853 acres and 139.297 acres respectively, more or less, as shown on Map 968, as set forth in Land Court Order No. 135091, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664 issued to the GRANTOR.

The abovementioned lots are hereinafter referred to as the "Land" for the uses stated herein.

#### B. Those certain facilities and rights consisting of:

- (i) All improvements located on the Land, except for the improvements that are specifically excepted and reserved in the deed to which this Exhibit "A" is attached.
- (ii) Those certain water facilities, approximately shown on the attached Exhibit "A-1" and identified as "Transferred", located within a lot adjacent to the Land, identified as Lot 13077-A, as shown on Map 1049, as set forth in Land Court Order No. 140019, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being a portion of the property covered by Certificate of Title No. 529664, issued to the GRANTOR; TOGETHER WITH rights in, over, under, and across said Lot to operate, maintain, repair, replace, and remove said water facilities.
- (iii) Those certain wastewater facilities, approximately shown on the attached Exhibit "A-2" and identified as "Transferred", located within a lot adjacent to the Land, identified as Lot 13080-B, as shown on said Map 1049; TOGETHER WITH rights in, over,

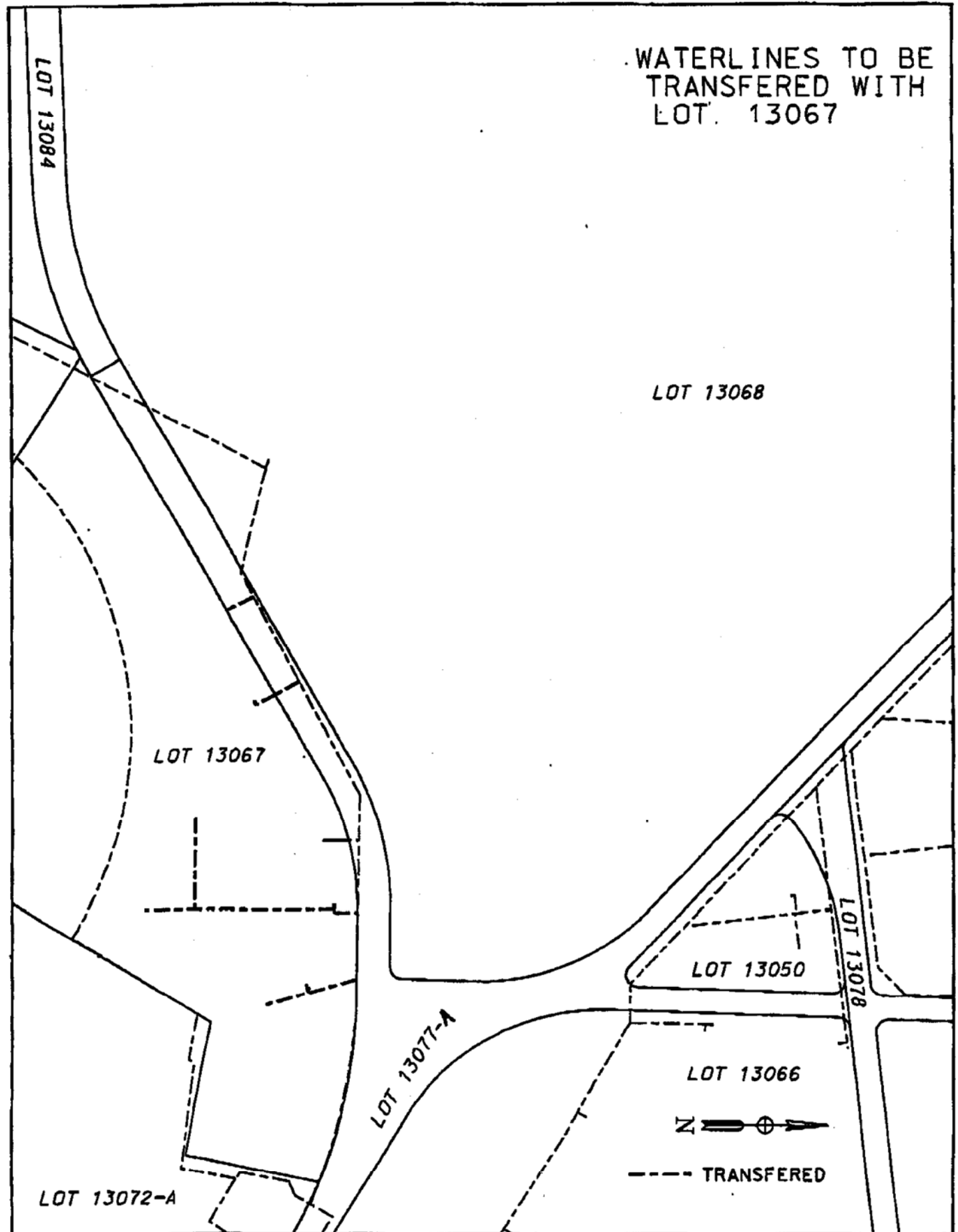
under, and across said Lot to operate, maintain, repair, replace, and remove said wastewater facilities.

- (iv) Those certain wastewater facilities, approximately shown on the attached Exhibit "A-3" and identified as "Transferred", located within lots adjacent to and in the vicinity of the Land, identified as Lots 13050 and 13068, as shown on said Map 957, and Lot 13077-A, as shown on said Map 1049; TOGETHER WITH rights in, over, under, and across said Lot to operate, maintain, repair, replace, and remove said wastewater facilities.

C. All personal property located on the Land.

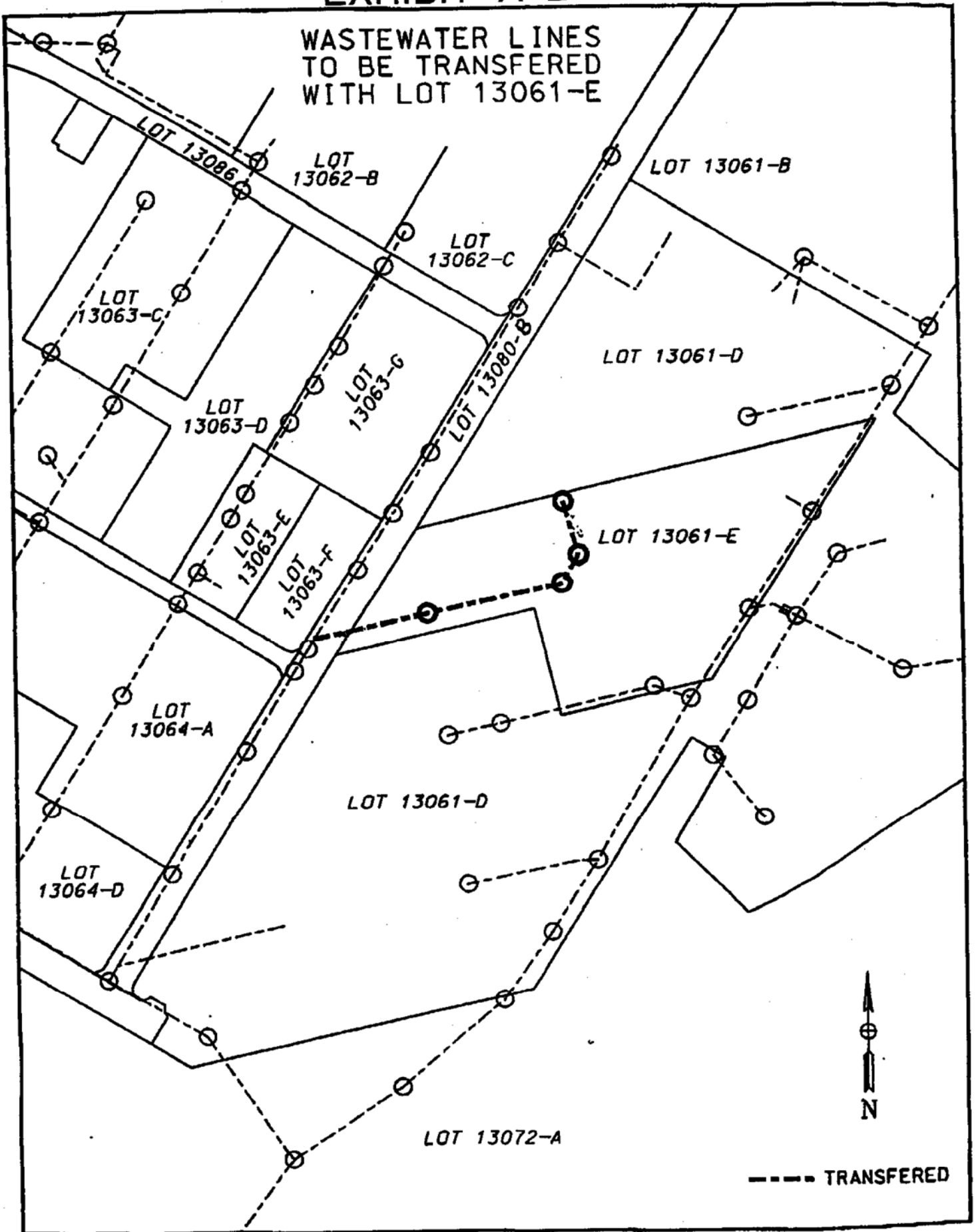


# EXHIBIT "A-1"



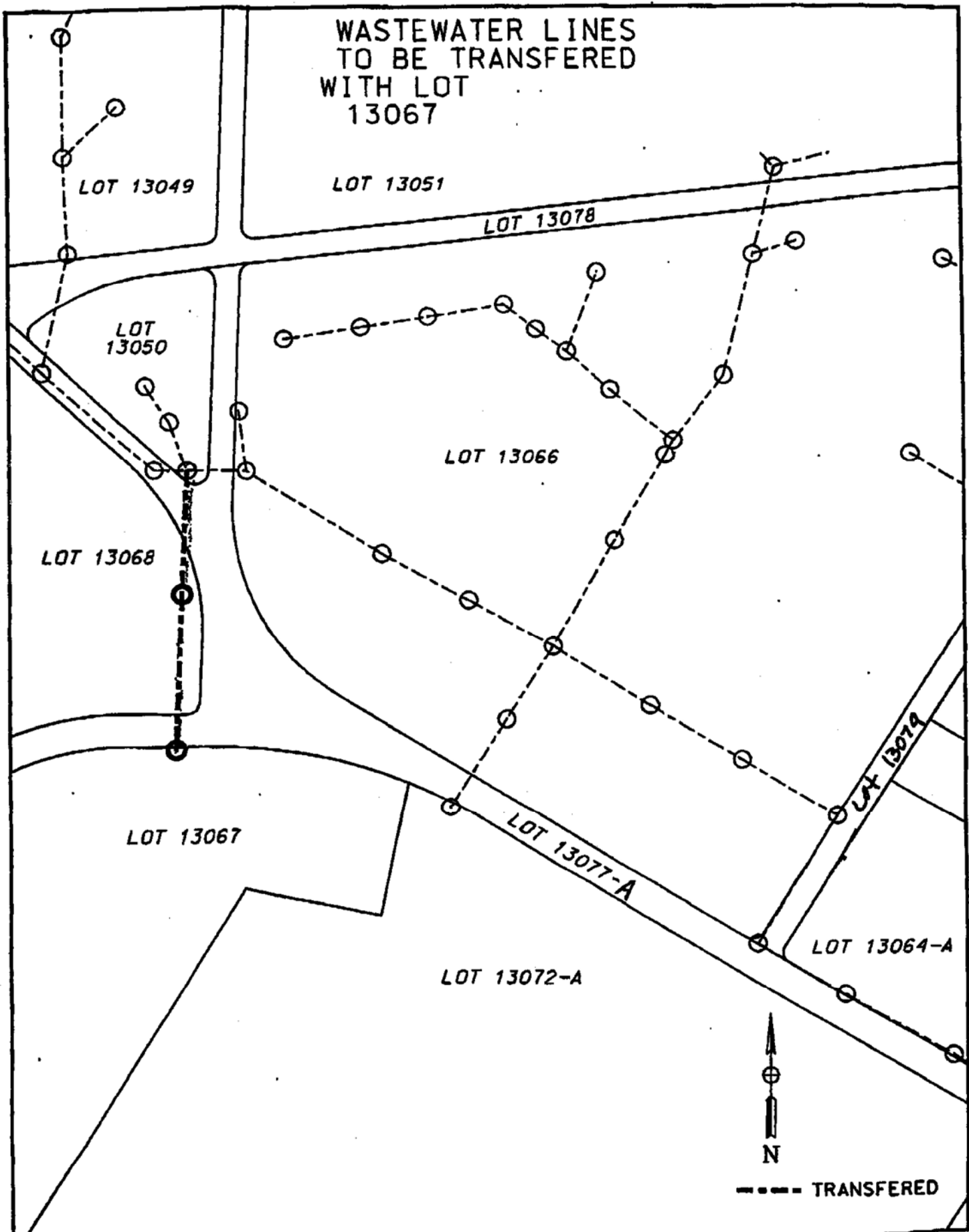
# EXHIBIT "A-2"

WASTEWATER LINES  
TO BE TRANSFERED  
WITH LOT 13061-E

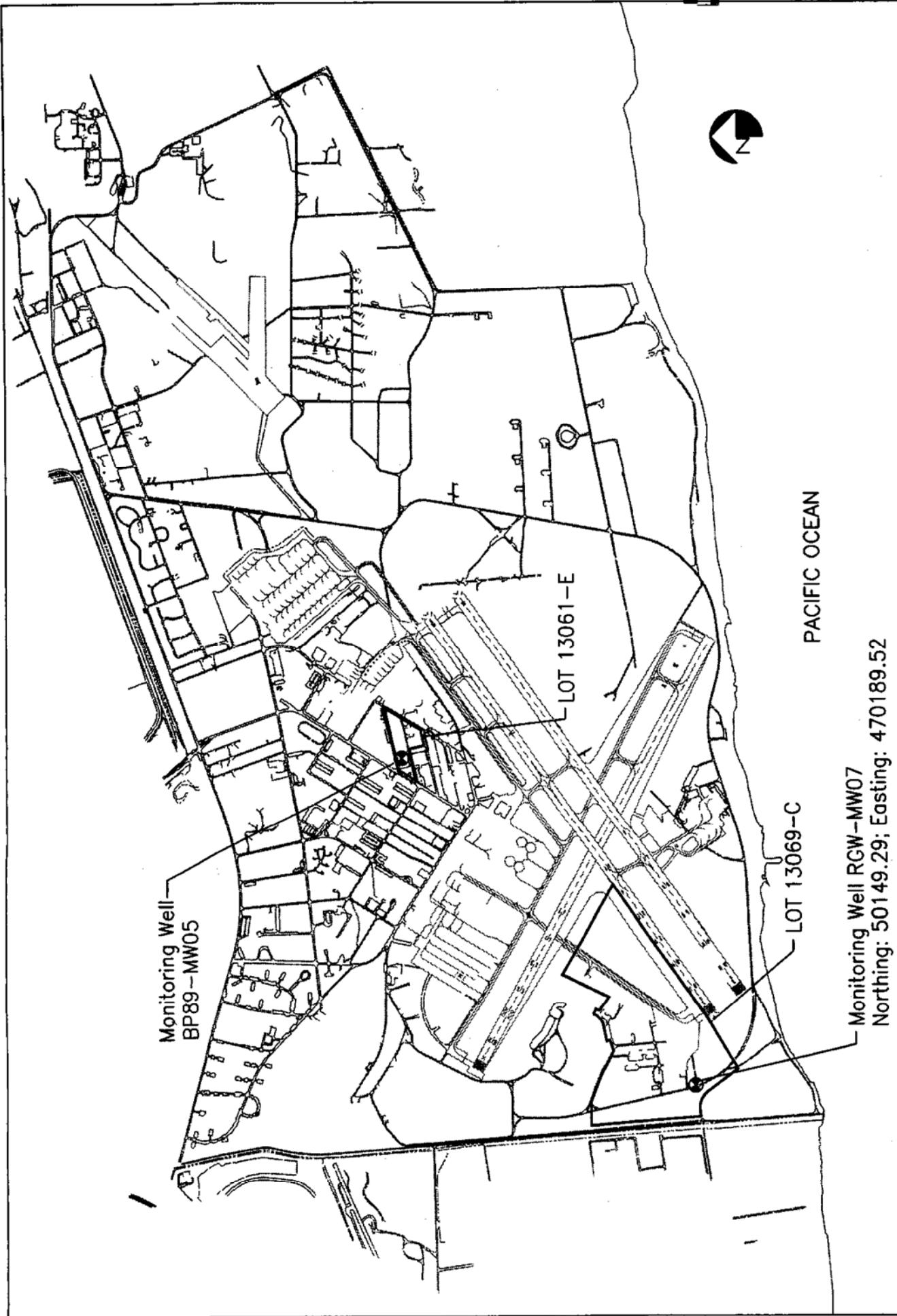


# EXHIBIT "A-3"

WASTEWATER LINES  
TO BE TRANSFERED  
WITH LOT  
13067



# EXHIBIT "B"



## NAVY MONITORING WELLS

# EXHIBIT "C"

## LISTING OF HISTORIC PROPERTIES

### Lot 13067

Site/Building No.	# of Features	Description	National Register Eligibility Criteria	Report Reference
4548	12+	Hawaiian Agricultural Complex	D	4
4549	1	Hawaiian Agricultural Feature	D	4

4 Burgett, B. and P.H. Rosendahl

1992 Archaeological Inventory Survey, Contaminated Soil Stockpile/Remediation Facility. Prepared by Paul H. Rosendahl, Ph.D., Inc., Hilo.

### Lot 13069-C

Site/Building No.	# of Features	Description	National Register Eligibility Criteria	Report Reference
5123	N/A	Sinkhole Complex, No Cultural Component	Not Eligible	1, 5
5124 (por.)	3+	WWII Anti-aircraft battery, machine gun positions	A, D	1, 5

1 Tuggle, H. David and M.J. Tomonari-Tuggle

1997 A Cultural Resource Inventory of Naval Air Station Barbers Point, Oahu: Part I, Phase I Survey and Inventory Summary. Prepared by International Archaeological Research Institute, Inc., Honolulu.

5 Wickler, S.K. and H.D. Tuggle

1997 A Cultural Resource Inventory of Naval Air Station, Barbers Point, Oahu, Part II: Phase II Inventory Survey of Selected Sites. Prepared by International Archaeological Research Institute, Inc., Honolulu.

### Lot 13058-E

Site/Building No.	# of Features	Description	National Register Eligibility Criteria	Report Reference
5107	N/A	Sinkholes, No Cultural Component	Not Eligible	1
1747	1+	Sinkhole Complex	D	1, 5
5106	N/A	WWII Training Area	Not Eligible	1, 5

1 Tuggle, H. David and M.J. Tomonari-Tuggle

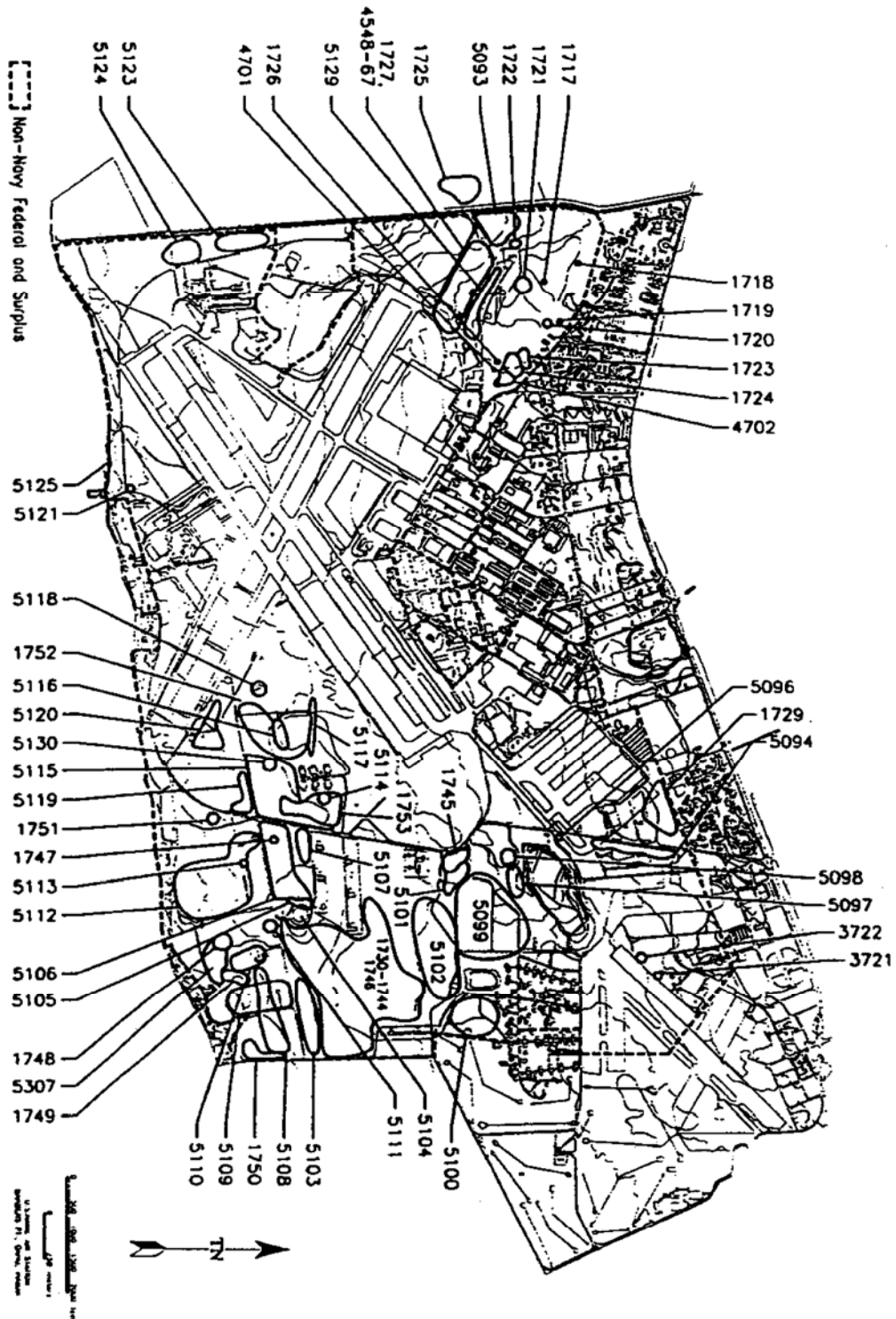
1997 A Cultural Resource Inventory of Naval Air Station Barbers Point, Oahu: Part I, Phase I Survey and Inventory Summary. Prepared by International Archaeological Research Institute, Inc., Honolulu.

5 Wickler, S.K. and H.D. Tuggle

1997 A Cultural Resource Inventory of Naval Air Station, Barbers Point, Oahu, Part II: Phase II Inventory Survey of Selected Sites. Prepared by International Archaeological Research Institute, Inc., Honolulu.

# EXHIBIT "C-1"

Archaeological sites



# EXHIBIT "D"

## LISTING OF ENVIRONMENTAL DOCUMENTS

1. "Environmental Baseline Survey (EBS) Report, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden Environmental and Energy Services Co., Inc. (Ogden). June 1994.
2. "Record of Closure, Removal of Underground Storage Tanks, Underground Storage Tank BP-15, BP-16, BP-17, BP-18, BP-29 through BP-40, BP-41, BP-42, BP-43, BP-44, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. April 1995.
3. "Record of Closure, Removal of Underground Storage Tanks, Underground Storage Tank BP-53, Naval Air Station, Barbers Point, Oahu, Hawaii." OHM. March 1997.
4. "Engineering Evaluation/Cost Analysis (Final) for Fourteen Transformer Substations at Naval Air Station, Barbers Point, Oahu, Hawaii." Earth Tech, Inc. (Earth Tech). October 1997.
5. "Base Realignment and Closure (BRAC) Cleanup Plan (BCP) (Draft) for Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. January 1998.
6. "Action Memorandum, Removal Action for Thirteen Transformer Substations, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. 2 February 1998.
7. "Asbestos Inspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1998.
8. "Lead-Based Paint Inspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. August 1998.
9. "Remedial Investigation Report for BRAC-Related Activities, Transformer Substation System, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1999.
10. "Asbestos Reinspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1999.
11. "Final Summary Report, Removal and Restoration of Asbestos Materials, NAS Barbers Point, Oahu, Hawaii." OHM. March 1999.
12. "PCB Inventory: Equipment Database, Naval Air Station, Barbers Point." Earth Tech. March 1999.
13. "PCB Inventory: Substation Database, Naval Air Station, Barbers Point." Earth Tech. March 1999.
14. "Historical Radiological Assessment and Survey Plan, Final Status Survey, Naval Air Station, Barbers Point, Hawaii." Naval Sea Systems Command Detachment Radiological Affairs Support Office. March 1999.
15. "Record of Decision for No Action and Restricted Land Use Sites, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. April 1999.
16. "Remedial Investigation Report for BRAC-Related Activities, NEX Service Station

## EXHIBIT "D"(CONT.)

- Building 129 AST, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. April 1999.
17. "Remedial Investigation Report for BRAC-Related Activities, Regional Groundwater System, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. April 1999.
  18. "Dry Well Network Investigation Report for BRAC-Related Activities, Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. April 1999.
  19. "Remediation Verification Report, Transformer Sites, Naval Air Station, Barbers Point, Oahu, Hawaii." OHM. April 1999.
  20. "Record of Decision, Sixteen Transformer Substations, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. May 1999.
  21. "Survey and Sampling of Miscellaneous Units Report, Naval Air Station, Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech EM Inc. (Tetra Tech). July 1999.
  22. "Record of Decision Amendment for Coral Pit 3 and the NEX Service Station - Building 129 AST, Former Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. August 1999.
  23. "Finding of Suitability to Transfer, Property to be Transferred to the Department of the Interior for Conveyance to the Department of Hawaiian Home Lands, Naval Air Station, Barbers Point, Oahu, Hawaii." Earth Tech and Tetra Tech. August 1999.
  24. UST Verification Study for Various Locations, NAS Barbers Point, Hawaii, July 1994.
  25. "Dry Well Sediment Removal Report, Well No. H13-03 (NW-0143-B), UIC Permit No. UO-1995, Permit Well No. 138, Removal of Sediment/Soil/Silt from Dry Wells at Naval Air Station, Barbers Point, Oahu, Hawaii. OHM. September 1998."
  26. "Dry Well Sediment Removal Report, Well No. H17-01 (O-166), UIC Permit No. UO-1995, Permit Well No. 154, Removal of Sediment/Soil/Silt from Dry Wells at Naval Air Station, Barbers Point, Oahu, Hawaii. OHM. October 1998."



# EXHIBIT "E" - PAGE 1 OF 3

## Hazardous Substances Notification

Building No.	Building Description	Material Name	Physical State	Maximum Quantity	Container	Secondary Containment	Action Taken
105	Dilapidated trailer, east of 105	Arctic-type antifreeze	Liquid	15-55 gallon drums	55 gallon drums	Palletized over asphalt	Drums removed
105	Quonset hut for Arresting gear	Grease, paint, rubberized weatherproofing coating, battery acid	Liquid/Solid	Household quantities except battery acid (approx 20 gallons)	In Connex locker, raised off ground	Connex locker	Materials removed
129	Navy Exchange Gas Service Station	Stoddard Solvent	Liquid	2 tanks observed (<55 gallon each)	Tank/sink unit (Safety Kleen tanks)	Unknown	Solvent removed
129	Navy Exchange Gas Service Station	Acid batteries	Liquid	4 batteries observed (pickup twice weekly)	Plastic battery casings	Plastic secondary containment pallet	Batteries removed
129	Navy Exchange Gas Service Station	Waste oil (containing lead and solvents)	Liquid	250-gallon tank	250-gallon tank	Concrete berm	Tank removed, CERCLA remedial investigation for soil indicated that no action is required
144	Paint and Oil Storage, Formerly used by Basil, taken over by SCE	Sulfur hexafluoride, oxygen, carbon dioxide, chlorodifluoromethane, acetylene	Gases	Approx. 25 cylinders observed	Gas cylinders	Stored inside building	Materials removed
144	Paint and Oil Storage, (North 1/2 of bldg)	Hundreds of hazardous spray paints, fluxes, solvents, paints, wet alkali batteries, silicone seals, lubricants, etc.	Liquid	5 rooms full	Individual containers	On wooden shelving. No spill control. Floor drains	Materials removed; Building floor cleaned
176	Magazine	500 lb. bombs, 250 lb. powdered explosive gel	Solid	Approx. 6	500 lb. bombs	Pallet on concrete floor	Munitions removed
176	Magazine	Pallets, approx. 4	Solid	Approx. 4	Torpedo casing	Pallet on	Munitions removed

# EXHIBIT "E" - PAGE 2 OF 3

Table 12: Hazardous Substances Notification (continued)

Building No.	Building Description	Material Name	Physical State	Maximum Quantity	Container	Secondary Containment	Action Taken
		torpedoes, approx. 1000 lb. explosive gel				concrete floor	
187	FASO TRAGRUPAC	Paints, gasoline	Liquids	Household quantities	Connex locker	Connex locker	Materials removed
283	Centralized Haz Mat storage for Staff Civil Engineering	Solvents, paints, lubricating oils, refrigerants	Liquids	Warehouse full	Individual containers except for drummed PD680 (Type II), refrigerant, lubricating oil, and diesel	Sorbents, secondary containment (sometimes in drums). Warehouse entrances are bermed.	Materials removed; Building floor cleaned
286	Magazine Storage Locker No. 25	Rocket fuel (poss. amine)	Liquid	Quantity unknown	Rocket motors	Unknown	Fuel removed
1681	Electric Distribution Building / Shelter	Polychlorinated biphenyls (PCBs)	Liquid	Quantity unknown	Transformer, released to soil and concrete	None	PCB-containing oil removed from transformer; CERCLA removal action performed to remove contaminated soil and concrete
1684	Electrical Substation	Polychlorinated biphenyls (PCBs)	Liquid	Quantity unknown	Transformer, released to soil and concrete	None	PCB-containing oil removed from transformer; CERCLA removal action performed to remove contaminated soil and concrete
1715	Magazine	Powdered explosive gel	Solid	2 torpedoes = 500 lb.	Torpedo casings	Unknown	Munitions removed
1716	Magazine	Powdered explosive gel	Solid	2 torpedoes = 500 lb.	Torpedo casings	Unknown	Munitions removed
1718	Magazine	Hypergolic amine fuel	Liquid	Quantity unknown	AQM fuel tanks	Unknown	Munitions removed
1732	Weapons Handling Bldg.	Lithium	Solid	Quantity unknown	Sonobuoy casings	Unknown	Materials removed
1732	Storage	Lithium	Solid	Unknown	Sonobuoy	Unknown	Materials removed

# EXHIBIT "E" - PAGE 3 OF 3

Table 12: Hazardous Substances Notification (continued)

Building No.	Building Description	Material Name	Physical State	Maximum Quantity	Container	Secondary Containment	Action Taken
HH36	Electrical vault	Polychlorinated biphenyls (PCBs)	Liquid	Quantity unknown	Transformer, released to concrete casings	None	PCB-containing oil removed from transformer; CERCLA remedial investigation concluded that no action is necessary for concrete

Source:

"Environmental Baseline Survey (EBS) Report, Naval Air Station, Oahu, Hawaii." Ogden. June 1994

"Record of Decision Amendment for Coral Pit 3 and NEX Service Station - Building 129 AST, Former Naval Air Station, Barbers Point, Oahu, Hawaii." August 1999.

"Record of Decision, Sixteen Transformer Substations, Naval Air Station, Barbers Point, Oahu, Hawaii." May 1999.

# EXHIBIT "F"

## DESCRIPTION OF REMEDIAL ACTION TAKEN

Transformer substations S1681 and S1684 located within said Lot 13069-C were determined to contain polychlorinated biphenyls (PCBs) in the concrete pads and surrounding soil. The concrete pads were cleaned using solvent extraction until concentrations of PCBs were below cleanup objectives for non restricted reuse defined by the Toxic Substances Control Act (TSCA) Spill Cleanup Policy (40 CFR 761 Subpart G (Parts 120-139)). PCB contaminated soil with concentrations above the State of Hawaii Department of Health Tier 1 Soil Action Levels for unrestricted reuse was removed from the Property. All response actions necessary to protect human health and the environment have been completed at substations S1681 and S1684. Cleanup activities were documented in the Remediation Verification Report dated April 1999. The CERCLA Record of Decision (ROD) for Sixteen Transformer sites (which includes substations 1681 and S1684) was signed in May 1999.

# EXHIBIT "G"

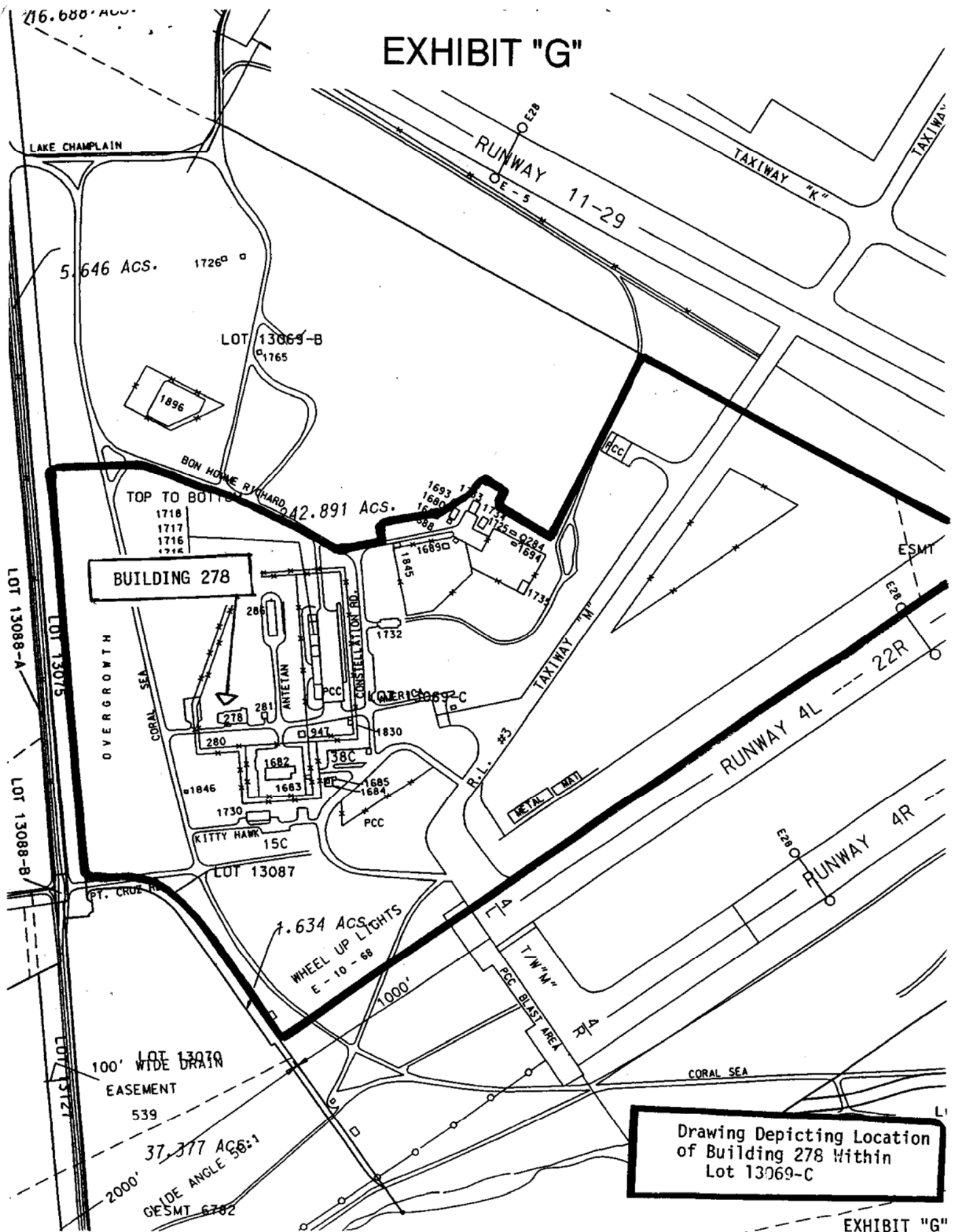


EXHIBIT "G"

# LOCATION OF THE KAHIKINUI, MAUI PARCEL

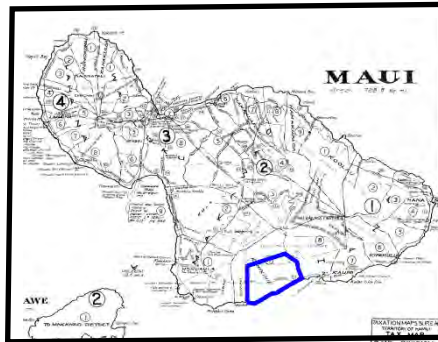


EXHIBIT "5"

