NEIL ABERCROMBIE
GOVERNOR

KAREN SEDDON
EXECUTIVE DIRECTOR

STATE OF HAWAII
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT & TOURISM
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION
677 QUEEN STREET, SUITE 300
Honolulu, Hawaii 96813
FAX: (808) 587-0600

09:DEV/0

REVOCABLE RIGHT OF ENTRY

PROJECT: Vacant Hilo Houselot
LOCATION: Mohouli Subdivision, Section I
Waiakea, South Hilo, Hawaii
TMK (3) 2–4-059: 032

A right-of-entry (the "Right of Entry") dated _____, but effective as of _____, is granted by the **HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION ("HHFDC")** to _____, whose office and mailing address is _____, its employees, officers, agents, representatives, invitees, and its contractors, including their subcontractors and suppliers (hereinafter collectively "Permittee") onto and over the vacant unimproved property of approximately 6,510 square feet at the southwestern corner of the intersection of Hoopuni and Kumukoa Streets, between Hoopuni Street and Mohouli Park in the Mohouli Subdivision, Section 1, in Waiakea, South Hilo, Big Island, Hawaii, TMK (3) 2-4-059: 032; Lot 55, File Plan 1168, as shown on the attached sketch labeled Exhibit A, and access thereto (the "Property"), for the following purpose—

- Site visit (“Project”)

from the effective date of this Right of Entry until _____, subject to the following conditions:

1. Upon vacating the Property, Permittee shall restore the Property to a condition as similar as reasonably possible to that which existed prior to the Permittee’s entry to the Property. This provision shall survive the termination of this Right of Entry, notwithstanding any other provision to the contrary.

2. Permittee shall accept the Property in “AS IS” condition.

3. Permittee shall assume all responsibility for its actions or omissions in connection with this Right of Entry.

4. Permittee shall keep the Property in a safe, clean, sanitary and orderly condition, and shall not make, permit, or suffer any waste, strip, spoil, nuisance, or unlawful, improper or offensive use of the Property.

5. Permittee shall be responsible for clearing and removing all materials and debris generated during and resulting from Permittee’s activity within the Property.

6. Permittee shall ensure that any materials stored in and upon the Property shall not contain any hazardous or toxic material or substance as such terms have been, or may be, defined by any federal, state, county or municipal laws, ordinances, rules and regulations.

7. Permittee shall observe and comply with all laws, ordinances, rules and regulations of the federal, state or county governments affecting the Property.

8. Permittee's activities shall in no way be outside the scope contemplated under this Right of Entry, and upon written notification of violation by HHFDC, Permittee shall promptly remove all of Permittee's property and personnel from the Property.

9. Permittee shall vacate the Property upon termination or expiration of this Right of Entry.

10. This Right of Entry cannot be assigned, sold or transferred by Permittee.

11. This Right of Entry is non-exclusive. HHFDC may permit entry on the Property to other persons. Permittee shall work cooperatively with other persons granted use of the Property by HHFDC. Should any of the other permittees be affected detrimentally by Permittee under this Right of Entry, all costs incurred for any damages or repairs shall be borne by Permittee.

12. There shall be no construction on the Property which will alter or detrimentally affect the Property, without prior written approval by HHFDC.

13. Drilling for groundwater shall not be permitted.

14. Permittee shall assume sole and complete liability for and shall indemnify, defend and hold the State of Hawaii and HHFDC harmless from and against any loss, liability, claim or demand for property damage, personal injury, and death arising out of any act or omission of Permittee under this Right of Entry. This provision shall survive the termination or expiration of this Right of Entry, notwithstanding any other provision to the contrary.

15. Permittee shall maintain insurance acceptable to HHFDC throughout the term of this Right of Entry. The policy or policies of insurance shall provide the following limits and coverages:

Coverage	Minimum Policy Limits
Commercial General Liability and Automobile Insurance	Permittee's commercial general liability, including products and completed operations coverage, and automobile liability insurance shall be written on occurrence form and contain broad form property damage and bodily injury coverage of a combined single limit of not less than $500,000 per occurrence and $1,000,000 in the aggregate (the maximum amount paid for claims during a policy term), arising out of or in connection with operations performed as a part of this under this Right of Entry. Automobile insurance, including automobile contractual liability, uninsured and underinsured motorist coverage, and basic no-fault and personal injury protection as required by Hawaii laws, shall be no less than $500,000 per occurrence and $1,000,000 in the aggregate.
Workers' Compensation	As required by Hawaii laws

Insurance shall be in force on the first day of the term of this Right of Entry. Each insurance policy required by this Right of Entry shall contain the following five provisions:

a. It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of and not contribute with insurance provided by this policy.

b. The HHFDC and the State of Hawaii are added as insured parties and loss payees for operations performed on the Property under this Right of Entry.

c. If a general aggregate limit is used, the general aggregate limit shall apply separately to this Right of Entry.

d. This insurance shall include a cross liability or severability of interest provision.

e. If any of the above required insurance is cancelled before the expiration date thereof, Permittee shall provide HHFDC with thirty (30) days advance written notice.

All insurance described herein shall be primary and cover the insured for all work to be performed under this Right of Entry, all work performed incidental thereto or directly or indirectly connected therewith, including work performed outside the work area and all change order work.

Permittee agrees to deposit with HHFDC, on or before the effective date of this Right of Entry, certificates of insurance necessary to satisfy HHFDC that the insurance provisions of this Right of Entry have been complied with. Permittee further agrees to keep such insurance in effect and the certificates therefor on deposit with HHFDC during the entire term of this Right of Entry. The certificates of insurance shall refer to this Right of Entry.

HHFDC shall retain the right at any time to review and approve coverage, form, and amount of the insurance required by this Right of Entry. If, in the reasonable opinion of HHFDC, the insurance provisions in this Right of Entry do not provide adequate protection for HHFDC, HHFDC may require the Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. HHFDC's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required, provided that such additional insurance or coverage is available.

HHFDC shall notify the Permittee in writing of any changes in the insurance requirements desired by HHFDC. If the Permittee does not deposit copies of insurance policies with HHFDC incorporating such changes requested by HHFDC within 60 days of receipt of such notice, Permittee shall be in default and this Right of Entry shall terminate without further notice to the Permittee and HHFDC shall be entitled to all legal remedies.

16. This Right of Entry shall be terminated at any time by written notification to Permittee.

17. HHFDC reserves the right to impose additional terms and conditions, if it deems them necessary.

18. This Right of Entry may be extended by written agreement between HHFDC and Permittee.

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the next page is the signature page]

HAWAII HOUSING FINANCE AMD
DEVELOPMENT CORPORATION

By: _____
Karen Seddon
Its Executive Director

Dated: _____

"HHFDC"

ACCEPTED AND AGREED:

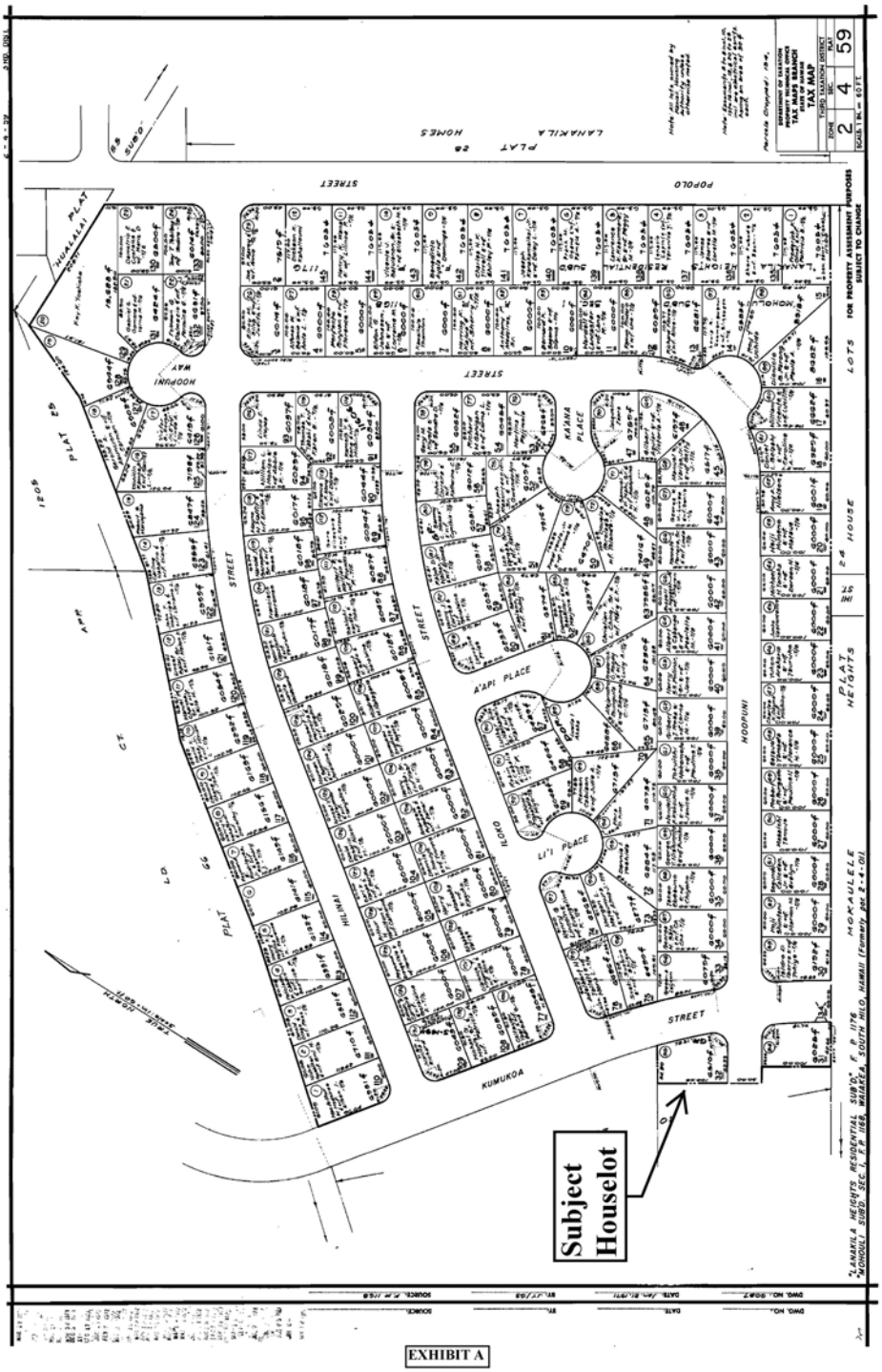
By _____
Name: _____
Title: _____

Dated: _____

By: _____
Name: _____
Title: _____

Dated: _____

"Permittee"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POPOLO STREET
LANAKILA HOMES PLAT 28
HOOPUNI WAY
KAHA PLACE
A'API PLACE
LI'I PLACE
ILOKO STREET
HILINAI STREET
KUMUKOA STREET
HOOPUNI STREET
HOKAULELE PLAT HEIGHTS
LOTS 24 HOUSE
FOR PROPERTY ASSESSMENT PURPOSES SUBJECT TO CHANGE
TAX MAP
2 4 59

EXHIBIT A