

Reviewed and Approved by Executive Director: 

July 7, 2021

FOR ACTION

I. REQUEST

Authorize the Executive Director to Convey in Fee Simple to the State of Hawaii Department of Transportation, Enterprise Avenue, located in the Kalaeloa Community Development District and identified on Oahu Tax Map Key No.: (1)-9-1-013.

II. BACKGROUND

In 2012, the Hawaii Community Development Authority (HCDA) received a legislative appropriation to design and construct the Enterprise Energy Corridor (Project) located in the Kalaeloa Community Development District. The Project would bring reliable energy to the district through a new Hawaiian Electric Company (HECO) standard underground 12-kV line extension running along Enterprise Avenue, beginning at the intersection of Fort Barrette Road and Kapolei Parkway and terminating at Midway Road.

At the time, both Fort Barrette Road and Enterprise Avenue were owned by the State of Hawaii Department of Transportation (DOT) with the understanding that the DOT would transfer ownership to the City and County of Honolulu (City) when improvements were made and said roads were brought up to City standards.

The aforementioned Project would be constructed in the DOT's right-of-way. As a condition of building the Project in the right-of-way, the DOT required the HCDA to accept conveyance of Enterprise Avenue, as highlighted on the map attached as Exhibit A.

At its August 16, 2012 Authority meeting, the board authorized the Executive Director to accept the transfer of ownership of Enterprise Avenue from the DOT. The staff report and minutes for the August 16, 2012 meeting are attached hereto as Exhibits B and C, respectively.

On January 4, 2016, the DOT executed a Quitclaim Deed to formally convey Enterprise Avenue to the HCDA. The Quitclaim Deed is attached hereto as Exhibit D.

The HCDA began construction on the Project in November 2017, and Phase I was completed in November 2018. Phase II construction began in July 2019 and was completed in February 2020. HCDA's work on the Project is now complete.

The DOT is now working to construct other improvements in Kalaeloa, including widening Fort Barrette Road and making traffic improvements to the intersection of Enterprise Avenue and Franklin Delano Roosevelt Avenues (FDR Project).

In order to construct the FDR Project, the DOT now requests fee simple conveyance of a 13,512 square foot section of the FDR intersection that was originally included in the Quitclaim Deed conveying Enterprise Avenue to the HCDA in 2016. On May 26, 2021, the DOT sent a formal request letter to the HCDA for this portion of roadway. The letter is attached hereto as Exhibit E.

III. DISCUSSION

Given that the HCDA only accepted conveyance of Enterprise Avenue to complete the Enterprise Energy Corridor Project and the Project has since been completed, the HCDA no longer has a reason to own the roadway.

Although the Quitclaim Deed transferring ownership of Enterprise Avenue to HCDA notes that the land would eventually be transferred back to the City when it is brought up to City standard, there are several issues that prevent the HCDA from conveying Enterprise Avenue to the City at this time.

Enterprise Avenue does not have sufficient width to meet City's right-of-way standards, which require a minimum right-of-way width of 108 feet. In 2012, the HCDA polled adjacent landowners (i.e., Navy, Hawaii Army National Guard, Youth Challenge Program, Department of Hawaiian Home Lands, and DOT) to acquire the necessary 14 feet on both sides of Enterprise Avenue to achieve the City's 108-foot right-of-way.

However, the Hawaii Army National Guard and Navy responded that they have federal force protection requirements that do not allow for the taking of 14 feet into their perimeter. The condemnation process was also explored, but since the state does not have jurisdiction over federal lands, it was determined the HCDA would never be able to achieve the City standard.

As the Quitclaim Deed notes Enterprise Avenue would only be transferred to the City after the road is brought up to City standards, returning the Enterprise Avenue back to the DOT is HCDA's only viable option at this time. Unlike the DOT, the HCDA does not have the staff or funding to maintain Enterprise Avenue. Furthermore, Enterprise Avenue is the main access point to the Kalaeloa Airport, and the DOT has a vested interest in maintaining this roadway.

Although the DOT is only requesting a small portion of Enterprise Avenue at this time, HCDA staff is seeking a broader approval to transfer all the land conveyed in

the attached Quitclaim Deed executed on January 4, 2016. HCDA staff will work with the DOT transfer the roadway in phases, if needed.

IV. RECOMMENDATION

Authorize the Executive Director to Convey in Fee Simple to the State of Hawaii Department of Transportation, Enterprise Avenue, located in Kalaeloa Community Development District and identified on Oahu Tax Map Key No.: (1)-9-1-013, and undertake all tasks necessary to effectuate the purpose(s) of this For Action.

Attachments:


Exhibit A – Project Map

Exhibit B – August 16, 2012 Enterprise Avenue Staff Report

Exhibit C – Minutes for August 16, 2012 Kalaeloa Authority Meeting

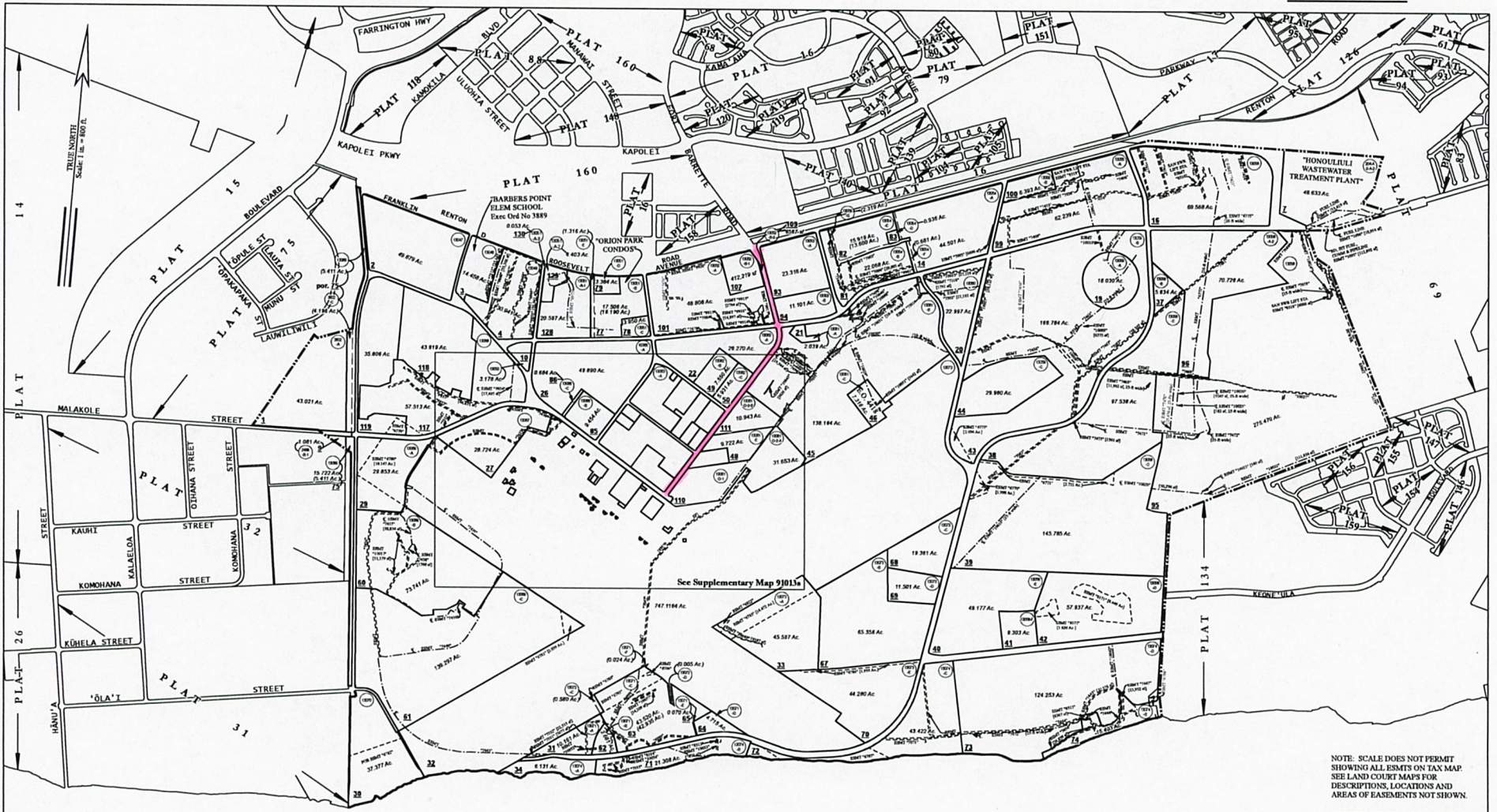
Exhibit D – Quitclaim Deed from DOT to HCDA dated January 4, 2016

Exhibit E – DOT Letter Dated May 26, 2021 Requesting Portion of Road

Prepared By: Lindsey Doi, Asset Manager  _____

Reviewed By: Deepak Neupane, P.E., AIA, Executive Director  _____

Exhibit A



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

DROPPED PARCELS: 5, 6, 8, 11-13, 15, 17, 18, 28, 35, 36, 47, 66, 80, 84, 90, 98, 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

DATE: 07/26/2015 LOGS

LCAPP: 1069, US NAVAL RESERVATION, BARBERS POINT AIRPORT, HONOLULU, EWA, HAWAII

COPYRIGHT CITY & COUNTY OF HONOLULU - ALL RIGHTS RESERVED 2015
FOR PROPERTY ASSESSMENT PURPOSES, PARCELS MAY NOT BE LEGAL SUBDIVIDED LOTS - SUBJECT TO CHANGE

Shall the Authority Authorize the Executive Director to Accept Ownership of Enterprise Avenue in the Kalaeloa Community Development District from the State Department of Transportation?

Staff Report

August 16, 2012

Background: The Hawaii Community Development Authority (“HCDA”) staff and its design consultant are in the process of obtaining approvals from appropriate government agencies and public utility companies for the construction drawings of the Kalaeloa East Energy Corridor (“Project”) in the Kalaeloa Community Development District (“District”).

The Project involves the construction of an underground electrical system in Fort Barrette Road and Enterprise Avenue from Kapolei Parkway to Midway Street in the District. Presently, electrical distribution and service in the District are provided by the U.S. Navy (“Navy”); however, the Navy desires to cease operation of its electrical system as soon as possible.

The Project is necessary to bring electrical service into the District from the Hawaiian Electric Company, Inc. (“HECO”) and to facilitate the Navy’s desire to cease its operation. HECO has determined that the Navy’s system does not meet its standards. Therefore, the electrical system in this Project will be constructed in accordance with HECO standards. Upon completion, HECO will initially provide electrical service to the Hawaii Army National Guard (“HIARNG”), the Airports Division of the State Department of Transportation (“DOT”) and the new offices of the Federal Bureau of Investigation. Other tenants along Enterprise Avenue will also be able to request electrical service from HECO upon completion of the Project.

The Project will also include the construction of underground infrastructure to accommodate telephone and cable television systems.

Discussion: Fort Barrette Road and Enterprise Avenue are owned by the DOT and therefore, the construction drawings for the Project must be reviewed and approved by the DOT. HCDA staff notes that the drawings have already been revised per the DOT’s direction to accommodate the future widening of Fort Barrette Road.

The DOT acquired Enterprise Avenue and certain other roads in the District through a Memorandum of Understanding (“MOU”), dated February 27, 2001, between the Barbers Point Naval Air Station Redevelopment Commission, the DOT and the City and County of Honolulu (“City”). One of the stipulations in the MOU states that when Enterprise Avenue and the other roads under the DOT’s ownership meets City standards, the DOT will dedicate and transfer ownership of the roads to the City (see Exhibit A).

In that regard, during discussions between the respective staff of the HCDA and the DOT about the construction in Enterprise Avenue, the DOT requested HCDA's assistance in acquiring land from properties along Enterprise Avenue for future road widening purposes in accordance with this stipulation. HCDA staff initially pursued this matter with the HIARNG, which has a significant amount of frontage along Enterprise Avenue; however, the HIARNG indicated that it could not relinquish the portion of its land for road widening purposes because of security and force protection requirements.

In subsequent discussions, the DOT then suggested that the HCDA assume the ownership of Enterprise Avenue to expedite the approval of the construction drawings for the Project.

If ownership is transferred, the HCDA would be responsible for operating and maintaining the Enterprise Avenue right-of-way, including all drainage structures therein. In addition, the HCDA would have to assume the DOT's current responsibility to maintain and future responsibility to improve the right-of-way in accordance with City standards, and thereafter, transfer ownership to the City. Funds for the maintenance and future road improvements would have to be appropriated by the State Legislature. The HCDA could also seek assistance from the DOT to obtain federal funds for the improvements.

HCDA staff believes that such a transfer would be beneficial to the overall redevelopment of the properties along Enterprise Avenue. Without compromising traffic safety, staff feels that developers would have more flexibility in planning and building projects if the HCDA owns Enterprise Avenue.

The DOT has agreed to prepare the documents necessary to effect the transfer of ownership.

Recommendation: Staff recommends that the Authority authorize the Executive Director to accept the transfer of ownership of Enterprise Avenue and all associated responsibilities from the State Department of Transportation.

Attachment: Exhibit A – Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of 2/27/01, between and among Barbers Point Naval Air Station Redevelopment Commission (hereinafter "Commission"), State of Hawaii Department of Transportation (hereinafter "DOT"), and the City and County of Honolulu (hereinafter "City") as follows:

RECITALS

- A. The United States Navy is in the process of conveying approximately 2,250 acres of property located at the former Barbers Point Naval Air Station to various agencies of the state and city governments to be used for public purposes.
- B. Of these 2,250 acres, approximately 176 acres shall be used for roadways, associated drainage systems, and future roadway rights of way as shown on Exhibit I which is attached and incorporated by reference.
- C. The Commission does not have the capability to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way.
- D. The DOT and the City are capable of constructing, operating, and maintaining these roadways, associated drainage systems, and future roadway right of way.
- E. It is ultimately not desirable to split the ownership and responsibility for the construction, operation, and maintenance of these roadways, associated drainage systems, and future roadway right of way among the Commission, the DOT, and the City.
- F. Initially, the roadways, associated drainage systems, and future roadway right of way will be assigned by the Commission, some to the DOT and some to the City as detailed below.
- G. At a time to be agreed upon by all parties, the roadways and future roadway rights of way temporarily owned by the DOT will be dedicated to and turned over to the City.

NOW, THEREFORE, the parties agree as follows:


- 1. When the roadways and future roadway rights of way are received from the United States Navy by the Commission, the Commission agrees to transfer ownership of the same to the DOT and to the City as set forth below.
- 2. The Commission shall transfer ownership to and the DOT temporarily shall accept ownership to and shall accept responsibility to construct, operate, and maintain roadways, associated drainage systems, and future roadway rights of way which are shown in yellow in Exhibit I and which shall include:

- a. Enterprise Road, the primary access to the area and Kalaeloa Airport from Makakilo and Kapolei and from Honolulu via the H- 1 freeway.
 - b. Roosevelt Road, the Primary access to the area and Kalaeloa Airport from Ewa via Geiger and Fort Weaver Roads.
 - c. Coral Sea Road, the primary access to the Coast Guard Air Station.
 - d. West Perimeter Road, the logical extension of Coral Sea Road along the southern end of the parallel runways which will accommodate future access to Kalaeloa Airport and the area from Campbell Industrial Park.
 - e. North-south road connector right of way and the realignment of Coral Sea Road to Independence Road, which may be built in the future.
3. When Enterprise, Roosevelt, Coral Sea, West Perimeter Roads and the future north-south road connector right of way and realignment of Coral Sea Road to Independence Road (if such roads are ever built) meet City standards, DOT will dedicate and transfer ownership of these roadways and future roadway rights of way to the City.
 4. The DOT shall apply to the federal highway administration to classify all eligible roads within the former Barbers Point Naval Air Station so that they may qualify for federal funds for improvements.
 5. The Commission shall transfer ownership to and the City shall accept ownership of and responsibility to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way which are shown in green in Exhibit 1 and which shall include:
 - a. Saratoga Road between Midway and Boxer Roads.
 - b. Existing portion of Independence Road and the right of way for future extension of Independence Road to connect it with Geiger and Midway Roads.
 - c. Midway Road from Roosevelt to Saratoga Road from Enterprise Road to Hornet Road and the existing portion and right of way for future extension of Midway Road to Malakole Street within the Campbell Industrial Park.
 - d. Boxer Road from Hornet to Copahee Road and the right of way for future extension of Boxer Road from Copahee Road to West Perimeter Road.

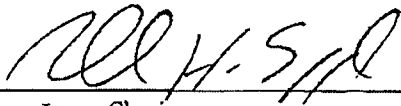
- e. Copahee Road from Roosevelt Road to Midway Road
- f. Hornet Road from Roosevelt Road to Boxer Road
- g. Lexington Road from Roosevelt Road to Midway Road
- h. Shangrila Road between Lexington and Enterprise Roads
- i. Yorktown Road between Lexington and Enterprise Roads
- j. Tripoli Road between Coral Sea and Essex Roads.

IN VIEW OF THE ABOVE, the parties execute this Memorandum of Understanding by their signatures, on the dates below, to be effective as of the date above first written.


APPROVED AS TO FORM:


Deputy Attorney General

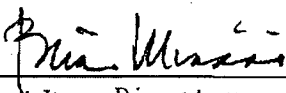
BARBERS POINT NAVAL AIR STATION
REDEVELOPMENT COMMISSION

By 
Its Chair
Date December 19, 2000

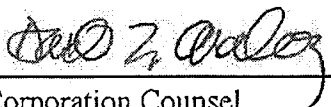
APPROVED AS TO FORM:


Deputy Attorney General

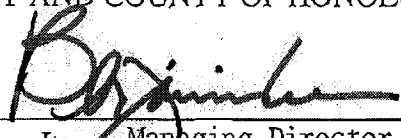
STATE DEPARTMENT OF TRANSPORTATION

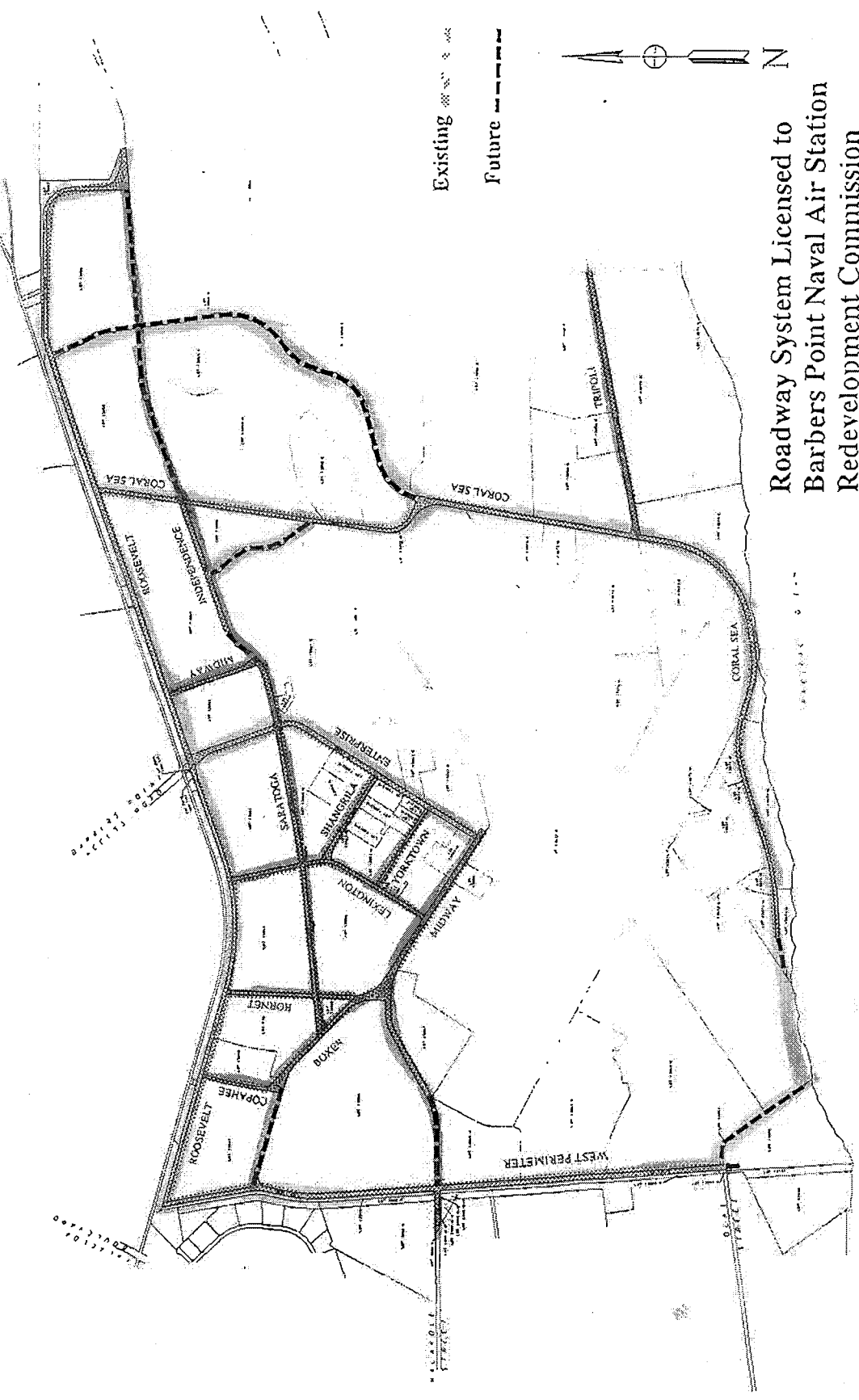
By 
Its Director
Date January 9, 2001



APPROVED AS TO FORM:



Corporation Counsel

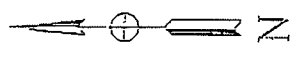
CITY AND COUNTY OF HONOLULU

By 
Its Managing Director
Date February 27, 2001





Existing  

Future 



Roadway System Licensed to Barbers Point Naval Air Station Redevelopment Commission

As of July 1999 Revised October 1, 1999

 State
 City

Minutes of a Regular Meeting
of the Members of the
Hawaii Community Development Authority,
State of Hawaii

MEETING NO. 376
Thursday, August 16, 2012

KALAELOA

I. CALL TO ORDER/ROLL CALL

A regular meeting of the Members of the Hawaii Community Development Authority (“Authority”), a body corporate and public instrumentality of the State of Hawaii, was called to order by Mr. Brian Lee, Chairperson of the Authority, at 10:19 a.m. on Thursday, August 16, 2012, at the Department of Hawaiian Home Lands, Hale Pono’i conference center, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, pursuant to Article IV, Section 1 of the Authority’s Bylaws.

Members Present: Linda Chinn (DHHL)
Grady Chun
Miles Kamimura
Kamaki Kanahale
Ralph Morita (DAGS)
Luis Salaveria (DBF)

Members Absent: Randy Grune (DOT)
Richard Lim (DBEDT)

Others Present: Brian Lee, Chairperson of the Authority
Anthony Ching, Executive Director
Lori Tanigawa, Deputy Attorney General
Deepak Neupane, Director of Planning and Development, Kakaako
Shelby Hoota, Program Specialist
Patricia Yoshino, Secretary
Holly Hackett, Court Reporter

MATERIALS DISTRIBUTED:

1. Report of the Executive Director;
2. Decision Making: Shall the Authority Authorize the Executive Director to Accept Ownership of Enterprise Avenue in the Kalaeloa Community Development District from the State Department of Transportation;
3. Decision Making: Shall the Authority Authorize the Executive Director to Expend Up to \$3,500,000 in Capital Improvement Projects Funds to Design and Construct

the Kalaeloa East Energy Corridor Project in the Kalaeloa Community Development District;

4. Decision Making: Shall the Authority Authorize the Executive Director to Accept the Remediation Measures Proposed by Aloha Solar Energy/Sunetric to Address the Damages Resulting from Unauthorized Activities on Parcel 13073-E in the Kalaeloa Community Development District.

II. REPORT OF THE EXECUTIVE DIRECTOR

Executive Director Ching summarized the report in the packet distributed to Members. He also provided a report on the new Authority structure and financial statement via a PowerPoint presentation (see Exhibit A).

There were no questions from Members on the report.

Chairperson Lee asked whether any members of the audience wished to comment on the report.

Public Testimony:

Mr. Glenn Oamilda, president of the Ewa Beach Community Association, asked whether any location had been considered for the biosafety lab.

Chairperson Lee reminded the public that the time was for public comment and not to ask questions of the Authority. Questions could be addressed to the Executive Director after the meeting.

Mr. Ching stated that the Hawaii Community Development Authority ("HCDA") had no jurisdiction to address the biosafety lab until the zoning rules were established. Once established, then any application for activity would be subject to the rules.

Mr. Oamilda stated that the Authority of Kakaako and Kalaeloa seemed to rest on the premise that there shall be no transparency and moved from one site to another site which they directly control. The Authority had not considered other sites than what was under its purview.

Mr. Michael Kumukauoha Lee stated he was a native Hawaiian cultural practitioner, recognized in First Circuit Court as native Hawaiian cultural expert for the area in the Ho'opili Case in 2012, and recognized by State Historic Preservation Division ("SHPD") and Office of Environmental Quality Control as a cultural descendant. He stated the importance of the limu picked in the area. He noted that the Malden maps showed clearly the Hawaiian trails that were in the area and the water karst systems which the limu needs to grow. He wanted to keep the historical context front and center because it is protected under Article XII, section 7 and the Federal Clean Water Act.

Ms. Polly Grace stated she wanted assurance that the iwi kai kapu was going to be preserved.

III. KALELOA MATTERS

1. Decision Making: Shall the Authority Authorize the Executive Director to Accept Ownership of Enterprise Avenue in the Kalaeloa Community Development District from the State Department of Transportation?

Mr. Ching summarized the report in the packet distributed to Members.

Member Kanahale asked whether it would be necessary to have legislative action to make a legal transfer.

Mr. Ching explained that the HCDA is a corporate instrumentality of the state and has the statutory ability to hold title to land. The transfer of ownership in this case would not require legislative authorization.

Deputy Attorney General Tanigawa advised that §171-64.7, HRS governs the conveyances of state owned lands. A conveyance between state agencies does not require a concurrent resolution.

Mr. Ching explained that while there was no transfer of funding, the Department of Transportation ("DOT") would assist and help solicit if federal or state funds were available. State funding would have to come from the Legislature.

Member Kami noted that the Memorandum of Understanding did not include assignability provisions. He asked HCDA staff to work with the City and County of Honolulu ("City") on what actions are being taken. Regarding the acceptance of infrastructure by the City, he felt it would be helpful to have City inspectors present when the improvements were done to help make the process go much faster.

Chairperson Lee asked whether any members of the audience wished to comment on the report.

Public Testimony:

Mr. Michael Kumukauoha Lee stated he was a consulting party in the 106 process for the Hunt Development and the Kalaeloa Energy Process Farm which recognized the importance of the karst and the iwi in the area. In lieu of an Environmental Impact Statement ("EIS") for the transfer and building a road, he strongly urged that the historical Hawaiian cultural boundary markers be assessed before the process is started. If the karst is broken, it would destroy the limu he uses for medicine and would be a violation of the Clean Water Act.

Mr. Glenn Oamilda state he did not have a clear vision of the proposal. The 3

parties were the HCDA, the DOT and the Hawaiian Electric Company (“HECO”). He felt every process had to go through a height variance. The DOT and HECO had yielded power to the HCDA in order to side step the permitting process and public oversight.

Ms. Celeste Lacuesta stated she had contacted both the Department of Hawaiian Home Lands (“DHHL”) and the Department of Land and Natural Resources (“DLNR”) to save historic sites and Ordy Pond because there were things living and growing there. However, the sites today are destroyed. Her grandfather was a kupuna and a spiritual healer, who did things with what we think are weeds, but is actually medicine. She asked the Authority not to be pro-development or pro-rail.

Chairperson Lee entertained a motion to authorize the Executive Director to accept ownership of Enterprise Avenue in the Kalaeloa Community Development District from the State Department of Transportation.

A motion was made by Member Chun and seconded by Member Kamimura.

Chairperson Lee asked whether there was any discussion on the motion.

Member Kanahele whether the motion should be an open one and whether the transfer was instant or had a timetable for the responsibility.

Mr. Ching replied that the motions would authorize the Executive Director to finalize the transfer and conveyance document.

A roll call vote was conducted.

Ayes: Members Chinn, Chun, Kami, Kamimura, Kanahele and Morita.

Nays: None.

The motion passed 6 to 0 with 3 excused (Members Grune, Lim, and 1 Kalaeloa member not yet appointed).

2. Decision Making: Shall the Authority Authorize the Executive Director to Expend Up to \$3,500,000 in Capital Improvement Projects Funds to Design and Construct the Kalaeloa East Energy Corridor Project in the Kalaeloa Community Development District?

Mr. Ching summarized the report in the packet distributed to Members.

Member Chun asked what would happen if cost overruns could go beyond the \$3.5 million allocated.

Mr. Ching explained that the project would provide alternate service to the U.S. Coast Guard, who have agreed to fund a portion of the project. When a user desires power, the furthest one from the HECO power line is required to cover the cost of bringing power to their project. The U.S. Coast Guard is preparing budget submittals such that they can augment and pay a share to participate in the particular section of the project that would bring power to their base.

Member Kanahale asked if the HCDA would be going into the utility business.

Mr. Ching replied in the negative. The agency would only facilitate and utilize the legislative appropriation given to ensure that the necessary interconnection is constructed. The facilities will ultimately be turned to HECO who would operate, maintain and provide the power.

Chairperson Lee asked whether any members of the audience wished to comment on the report.

Public Testimony:

Mr. Michael Kumukauoha Lee stated that the cable lines would be going through 3 waterholes which were the egress for the karst system. It was where the fresh water feeds the limu and makes it regenerate. The EIS would be of high priority under Article XII section 7 and was a concern for him.

Mr. Glenn Oamilda stated that the HCDA had sidestepped the process since the whole idea was in a 106 process with the U.S. Navy. They had complied with Hunt Development to move the photovoltaic field to the makai end of the runway and wanted to preserve the Ewa field. The State gave Hunt tax credits and is now giving \$3.5 million for the project. He wanted an EIS to determine what was underneath the ground due to his concerns with the karst, heiaus, estuaries, and historic stables. The process should not be approved until the 106 process is completed.

Ms. Polly Grace stated her concern about the arsenals found inside the sink holes. She felt an environmentalist should check the water before anyone eats anything from there or swims in it.

Member Kanahale stated that as it was his first meeting as the cultural specialist on the board, he wanted to know how cultural concerns have been addressed in the past.

Mr. Ching explained that since 2002, there had been a range of community meetings with groups and organizations, including culturally sensitive organizations, convened to collect information with respect to a Master Plan for the area. A prime consideration which was present in the current Master Plan is sensitivity to cultural issues. Ordy Pond and many other areas throughout the district were covered in the Master Plan and have been given recognition for their cultural, environmental and

archaeological importance. A cultural heritage park has been envisioned to be established on some lands conveyed to the HCDA because of the presence of a significant mauka-makai trail and other resources.

The HCDA has accepted the stewardship responsibility to preserve the resources present on the identified sites. With respect to identification of other sites not documented, it is a continuing requirement from both constitutional and state law. The EIS conducted by the U.S. Navy to convey lands has an inventory of historical, cultural and archaeological sites in the district. Any action taken on lands within the district will require an assessment as to whether there are documented or undocumented sites and what are the appropriate procedures to take.

There are ongoing advisory stakeholder groups which the agency consults in particular areas. One is a cultural and archaeological group from whom we solicit general analysis and concerns. The HCDA has a commitment and responsibility to steward resources, both known and unknown.

Member Kanahale asked whether the same positions are applicable to Heeia and Kakaako.

Mr. Ching responded in the affirmative.

Public Testimony:

Mr. Craig McGinnis, with Hunt Companies and Kalaeloa Ventures, stated that there was some discussion on the federal section 106 process. He clarified for the board some of the activities that have gone on. A solar field has been proposed to be built on the east side of Kalaeloa on Navy federal property. A section 106 process was initiated on the solar field and transmission line that will interconnect with the HECO grid due to the proximity to the 1941 Ewa Marine Corps Air Station and some identified Hawaiian cultural resources. After 6-7 meetings, including a public hearing, the section 106 consultation process resulted in a programmatic agreement signed by the signatories including the SHPD. Pending HCDA's finalization of the design, there is a possibility that a small section of the proposed east energy corridor may share some right-of-way at the mauka end with the transmission line for the proposed solar field. That right-of-way is currently an existing state road and state right-of-way.

Mr. Henry Chang Wo was concerned that the runoff was going to affect the ocean and the community. It was the last rural area and whatever happens to the land affects the ocean. It was a shame that agricultural land was being lost to Ho'opili.

Member Morita asked how urgent the approval was for the east corridor project.

Mr. Ching explained that Navy facilities provide distribution of power purchased

from HECO to users in the district. There is currently no HECO facility in the district. The U.S. Coast Guard has indicated its long-term commitment to the base location and its need for HECO power versus Navy power which wants to go away. It has been cited in both the Enterprise Road project and this project that replacement of the antiquated Navy power and circuits is necessary to transition to HECO power as soon as practical.

Member Morita asked if the 106 process would impact the design.

Mr. Ching replied that the 106 process and agreement are on lands which are controlled by the Navy to be leased to Hunt. The interconnection project was outside of those lands and within existing roadways and easements which currently contain utility connections.

Member Kanahale asked if one of the testifiers had an association with the Navy from their cultural committee.

Mr. Oamilda stated that he sits on a 106 consulting party as a community representative.

Member Kanahale asked if it was helpful to the Navy.

Mr. Oamilda replied that it was. The 106 process was concerned first with historical and then with cultural. He represented the community on the cultural and historical levels which go arm-in-arm together. For over a hundred years, the underground has not been mitigated and they were concerned with what was underground considering the sensitivity of the cultural aspect of the area. They recommend an EIS above ground and underground. He was from the area and knows the area.

Chairperson Lee entertained a motion to authorize the Executive Director to expend up to \$3,500,000 in Capital Improvement Projects Funds to design and construct the Kalaeloa East Energy Corridor Project in the Kalaeloa Community Development District.

A motion was made by Member Chun and seconded by Member Kami.

A roll call vote was conducted.

Ayes: Members Chinn, Chun, Kami, Kamimura and Morita.

Nays: None.

Abstentions: Member Kanahale.

The motion passed 5 to 0 with 1 abstention and 3 excused (Members Grune, Lim, and

1 Kalaeloa member not yet appointed).

Mr. Ching asked Member Kanahale to clarify that his vote was indeed an abstention.

Member Kanahale answered in the affirmative.

Member Morita asked whether the rules would allow him to retract his vote and also abstain.

Chairperson Lee called for a recess to examine the issue.

A recess was taken at 11:38 a.m.

The meeting was reconvened at 11:47 a.m.

Chairperson Lee asked Member Morita to clarify his question.

Member Morita stated he was withdrawing his concern and would stick with his vote. He was originally concerned that if the money is released it would not be limited to doing only a Finding of No Significant Impact ("FONSI"). He was satisfied that if an EIS was needed, an EIS would be conducted.

3. Decision Making: Shall the Authority Authorize the Executive Director to Accept the Remediation Measures Proposed by Aloha Solar Energy/Sunetric to Address the Damages Resulting from Unauthorized Activities on Parcel 13073-E in the Kalaeloa Community Development District?

Mr. Ching summarized the report in the packet distributed to Members.

Member Chun asked if the subcontractor had cleared out the paths in the cultural and archaeological areas.

Mr. Ching explained that the paths were not in the Kalaeloa Heritage Park area, but within the parcel just makai of the park. However, it did affect 2 documented sites.

Member Chun asked whether the solutions proposed by Aloha Solar Energy ("AES") were sufficient.

Mr. Ching responded that the Hawaiian civic club group has expertise in that particular area. They currently have a right of entry to help steward resources within the Heritage Park and have a vested interest in ensuring that there is no intrusion into the park as well as remediation to the damaged sites. The cooperative efforts and expertise of SHPD would also be used to guide us towards the appropriate remediation.

Member Chinn requested that AES provide a mitigation plan for the Authority to review and that the archaeological studies include a resources inventory and damage report.

Public Testimony:

Mr. Michael Kumukauoha Lee stated that he was the only cultural descendent recognized by SHPD and OIBC April 14, 2010 for this area. Mr. Shad Kane and the Civic Club were not cultural descendants recognized under state law. He stated that he represented the iwi and was a lineal descendant recognized for this area. Mikahela Kekauonohi was his 4th great grand-aunt and holder of the royal patent of 42,000 acres in the area. John Meek was his 5th great grandfather and the Campbell Estate derived the lands after his death. The Meek Estate held the leases on Pu'uloa 'Ewa with the Wilcox family and he had all the deeds. He questioned under what rules or statutes could the civic club take precedence over him and wanted the Authority to be aware that the civic club was the wrong party.

Mr. Ching stated that the HCDA has the position of landowner and did not currently have zoning rules which would give any jurisdiction. In this particular case where there has been fault found by a prospective tenant, the HCDA has sought to investigate the impact to historical cultural resources. In the course of the investigation, the HCDA consulted with SHPD, who has more expertise in the particular area and conducted its own analysis and research. Recognizing Mr. Lee's comments as to the status of and appropriateness of the Civic Club and SHPD, he would take under advisement and involve other appropriate parties in the development of a remediation plan.

Public Testimony:

Mr. Glenn Oamilda stated that SHPD and DLNR were out of the loop as far as Hawaiians are concerned and should not undertake any kind of historic or cultural investigation. SHPD has never followed through on projects because of their lack of resources and manpower. He wondered if the perpetrator who destroyed the property has been fined to the extreme. He stated that since there was only one Hawaiian on the Authority, a group of Hawaiians should be convened to make a proper assessment and not rely on the Civic Club's determination.

Mr. Kawika McKeague stated he is the senior environmental planner with Group 70 International and his ohana has been in the Honouliuli district for about 47 years. He was also the former Ewa Moku representative and vice-chair and chair of the Oahu Island Burial Council and was familiar with the recognition provided to Mr. Lee. He was brought on board after the incident occurred.

There was a gross miscommunication between Group 70, AES and Geolabs in terms of maximizing the mobilization and efficiency to get work done in 2 potential projects areas where AES was looking to do solar work. From a Hawaiian perspective, it is recognized that a haunia, defilement of sorts, was created and needs to be addressed in a way deemed appropriate, and not

necessarily by a consensus of those that are the ku'aina, kupa'aina of these lands. The most appropriate start was with the Kalaeloa Cultural Heritage Park Advisory Group, whose members are also members of the Hawaiian Civic Club. Since he has a working and personal relationship with Mr. Shad Kane, he was the first person that was called. He recognized Mr. Lee's contribution and role in this community, but had not had a chance to talk with him.

Out of the Navy BRAC decommission report, the Civic Club was the only entity identified at the time that must be consulted as a recognized cultural descendant and the level of effort that was done through the documenting of historic sites was done with bare threshold. We know there are more sites than was actually documented and this unfortunate incident has now brought up those needs. The archaeological inventory survey would have been done as part of the due diligence environmental assessment. What is needed now is to assess the inventory of what is there, the level of significance of that inventory and the assessment of damage that was done to those sites. The Civic Club is an entity that is a potential resource and they will move forward on that. They also want to ensure the security and protection of the Heritage Park because what was done potentially opens up unauthorized access to that area. There may be fines and penalties. As a long-term commitment to the 'aina and entities that are taking care of places, they would definitely continue the conversation with Mr. Lee and include him as much as possible in the process.

Member Kamimura asked the witness if he was still in agreement with the 3 recommendations in the report after hearing the testimony of the other witnesses.

Mr. McKeague replied in the affirmative in terms of moving forward with an archaeological inventory and damage report and addressing the remediation plan. Because of the nature of what was in the Navy decommission report, the Hawaiian Civic Club is one entity that is appropriate to lend an understanding of the ethno history of the area, and they have been retained on a consultant basis. There is a need for perimeter fencing to secure the park from potential unauthorized entry because of the damage that was done.

Member Kamimura asked whether he would amend the plan or was comfortable with it as proposed.

Mr. McKeague replied that he was comfortable with it. However, if there were recommendations specific to the details in the proposed plan of action, amendments could be made.

Chairperson Lee entertained a motion to authorize the Executive Director to accept the remediation measures proposed by Aloha Solar Energy/Sunetric to address the damages resulting from unauthorized activities on Parcel 13073-E in the Kalaeloa Community Development District.

A motion was made by Member Chun and seconded by Member Morita.

Member Kami asked whether the motion would preclude the HCDA from including others in the discussion of the remediation process.

Mr. Ching replied that an amendment or clarification to the motion could be made. However, the motion did not preclude having discussion with others.

A roll call vote was conducted.

Ayes: Members Chinn, Chun, Kami, Kamimura, Kanahele and Morita.

Nays: None.

The motion passed 6 to 0 with 3 excused (Members Grune, Lim, and 1 Kalaeloa member not yet appointed).

IV. ADJOURNMENT

There being no further business, a motion was made by Member Chun and seconded by Member Kamimura to adjourn the meeting. By a show of hands vote, the motion carried unanimously.

The meeting adjourned at 12:15 p.m.

Respectfully submitted,



Miles Kamimura
Secretary

Attachments: Exhibit A - Report of the Executive Director PowerPoint Presentation

Note: The transcript of this meeting contains a verbatim record and should be consulted if additional detail is desired.

Exhibit D



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

January 04, 2016 8:02 AM

Doc No(s) A-58470456



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/1 SKC
B-32743375

Conveyance Tax: \$0.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (XX)

To:

THIS DOCUMENT CONTAINS PAGES
(including this Page)

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
ABSTRACTING SECTION

TCT No. 605205

Tax Map Key: (1) 9-1-13: Road

**QUITCLAIM DEED WITH NOTICES, COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EXCEPTIONS**

GRANTOR: State of Hawaii, by and through its
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

GRANTEE: State of Hawaii, by and through its
Hawaii Community Development Authority, a body corporate
547 Queen Street
Honolulu, Hawaii 96813

QUITCLAIM DEED WITH NOTICES, COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND EXCEPTIONS

KNOW ALL BY THESE PRESENTS:

This INDENTURE made effective as of the 4th day of January, 2016, between the STATE OF HAWAII, Department of Transportation, hereinafter referred to as the "DOT" by its Director of Transportation, whose address is 869 Punchbowl Street, Honolulu, Hawaii 96813 and the STATE OF HAWAII, HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, hereinafter referred to as the "HCDA," by its Executive Director, whose address is ~~461 Cooke Street~~ 547 Queen Street, Honolulu, Hawaii 96813.

WITNESSETH: that

Whereas, DOT received a certain portion of the facility formerly known as the Naval Air Station, Barbers Point, Oahu, Hawaii ("Property"), for roadway purposes from the Barbers Point Naval Air Station Redevelopment Commission (Commission), which Property is more particularly described in the Quitclaim Deed with Notices, Covenants, Conditions, Reservations, Restrictions, Exceptions, and Grants of Easements, Document No. 2783963 recorded at the Bureau of Conveyances, March 4, 2002, attached as Exhibit "1" hereto and incorporated by reference;

Whereas, by Memorandum of Understanding, dated February 27, 2001 which is part of the quitclaim deed, Document No. 2783963, as Exhibit "B," DOT agreed to receive temporary ownership to certain roadways for responsibility to construct, operate, and maintain those roadways, associated drainage systems and future roadway rights of way;

Whereas, the Memorandum of Understanding dated February 27, 2001 provides that DOT will dedicate and transfer ownership of these roadways to the City and County of Honolulu when they meet City and County of Honolulu's standards;

Whereas, the quitclaim deed, attached as Exhibit "1" hereto, conveying the roadways to the DOT includes numerous notices, covenants, conditions, reservations, restrictions, exceptions, and grants of easements that run with the Property;

Whereas, Enterprise Road will be subject to these notices, covenants, conditions, reservations, restrictions, exceptions, and grants of easements contained in Exhibit "1" when Enterprise Road is conveyed by DOT to HCDA and when HCDA conveys Enterprise Road to the City and County of Honolulu;

Whereas, the notices, covenants, conditions, reservations, restrictions, exceptions and grants of easements are acceptable to HCDA and the City and County of Honolulu;

Whereas, the powers, functions, and duties of the Commission were transferred to the HCDA pursuant to Act 184, Session Laws of Hawaii 2002;

Whereas, the DOT, HCDA, and the City and County of Honolulu agree that DOT will hereby convey Enterprise Road to HCDA, and when Enterprise Road and/or the Property meets the City and County of Honolulu standards, HCDA will then convey Enterprise Road to the City and County of Honolulu subject to acceptance by the Council of the City and County of Honolulu.

Now, therefore, pursuant to section 264-1, Hawaii Revised Statutes, the DOT, for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby, remise, release, and forever quitclaim without warranty, expressed or implied, unto HCDA, its successors and assigns, for roadway purposes, all of DOT's right, title, and interest in Enterprise Road, that certain parcel of land and improvements designated as LOT 13080-B, as shown on the Land

Court Application 1069, Map 1049, situated at Honouliuli, Ewa, Oahu, Hawaii, containing 9.720 acres, as shown on Certificate of Title No. 605205, subject to Easement 6942 as shown on Map 1008, which lot is a portion of the Property conveyed to DOT by the Commission as shown in Exhibit "1" and the Property is subject to the conditions set forth in Quitclaim Deed with Notices, Covenants, Conditions, Reservations, Restrictions, Exceptions, and Grants of Easements, attached hereto and made a part hereof as Exhibit "1."

RESERVING TO THE STATE OF HAWAII, ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING:

1. All minerals as hereinafter defined, in, on or under the Property and the right, on its own behalf or through persons authorized by it, to prospect for, mine, and remove these minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of these minerals by any means whatsoever, including strip mining. "Minerals," as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous, or liquid, including all geothermal resources, in, on, or under the Property, fast of submerged; provided, that "minerals" shall not include sand, gravel, rock, or other material suitable for use and used in general construction in furtherance of HCDA's permitted activities on the Property and not for sale to others.

2. All surface and ground waters appurtenant to the Property and the right on its own behalf or through persons authorized by it, to capture, divert, or impound the same and to occupy and use so much of the Property as may be required in the exercise of this right reserved.

Provided, however, that as a condition precedent to the exercise of the rights reserved in Paragraphs 1 and 2, just compensation shall be paid to HCDA for any of HCDA's improvements taken.

AND HCDA, for HCDA, its successors and assigns covenants with DOT and its successors and assigns, as follows:

1. The use and enjoyment of the Property conveyed shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

2. The Property is sold in an "as is" condition and DOT makes no warranty or representation about: (a) the suitability of the Property for any particular use; (b) the presence of any hazardous materials on, under or about the Property; and (c) the physical condition of the Property and any improvements thereon. Furthermore, DOT makes no warranties about the marketability of the Property and will not be responsible for clearing the Property of structures, vegetation and debris.

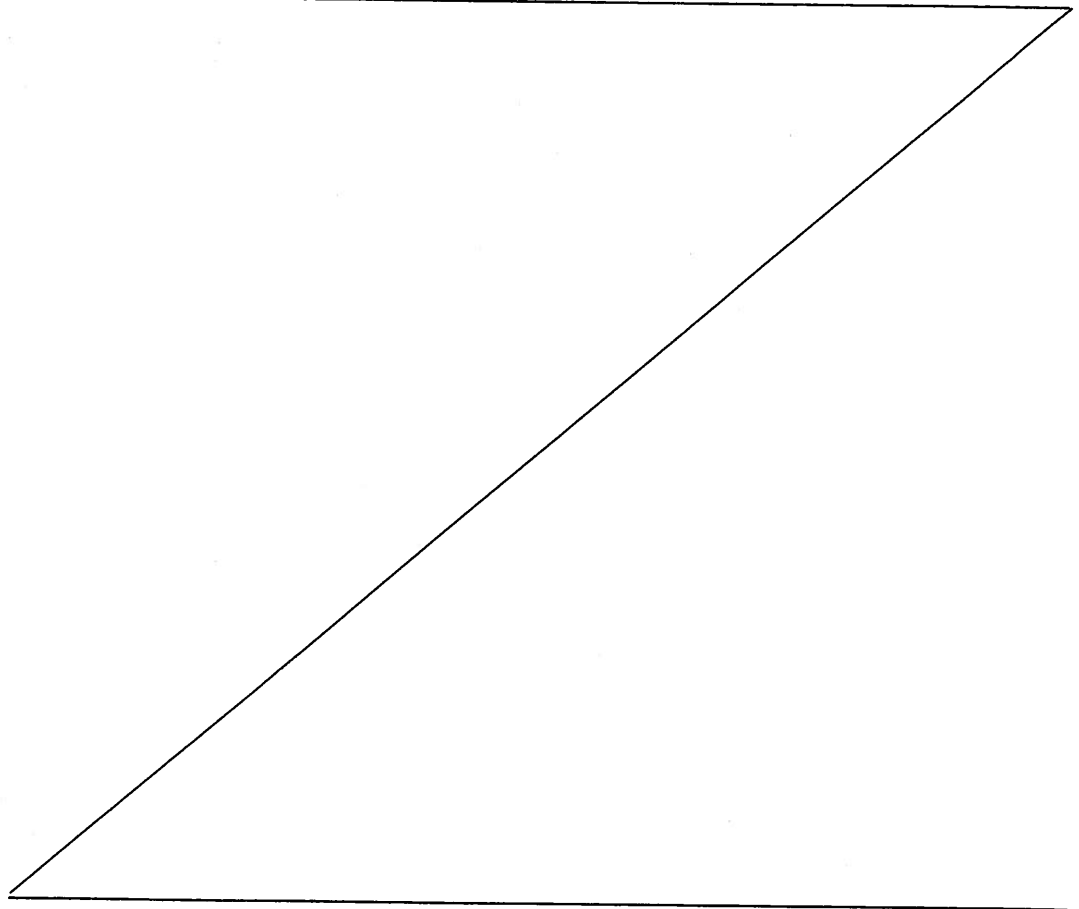
3. HCDA, HCDA's successors and assigns, shall waive and release, forever, any and all claims and/or causes of action HCDA may have now or in the future against the United States, the State of Hawaii, or any agency or political subdivision of either of them, with regard to the Property, Enterprise Road, and the issuance of this Quitclaim Deed to HCDA.

4. HCDA shall convey Enterprise Road subject to all notices, covenants, conditions, reservations, restrictions, exceptions and grants of easements contained in Exhibit "1" to the City and County of Honolulu when Enterprise Road and/or the Property meets City and County of Honolulu standards.

HCDA acknowledges, accepts, and agrees to abide by and to comply with all of the notices, covenants, conditions, reservations, restrictions, exceptions and grants of easements specifically expressed, provided for, and required in Quitclaim Deed with Notices, Covenants, Conditions, Reservations, Restrictions, Exceptions and Grants of Easements, which is attached as Exhibit 1 and incorporated by reference.

HCDA also agrees that Enterprise Road shall remain a public road under its ownership and jurisdiction and shall remain open and accessible to the general public.

TO HAVE AND TO HOLD the same, together with all rights, improvements, easements, privileges and appurtenances thereunto belonging, on in anywise appertaining or held and enjoyed therewith unto said HCDA, its successors and assigns, forever except as aforesaid.



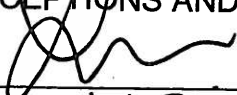
In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the date above first written.

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

Dated: _____

APPROVED AS TO FORM, LEGALITY,
EXCEPTIONS AND RESERVATIONS:

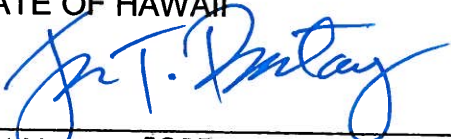


Name: Lori Tanigawa
Deputy Attorney General
State of Hawaii

Dated: Sept. 16, 2014

DOT:

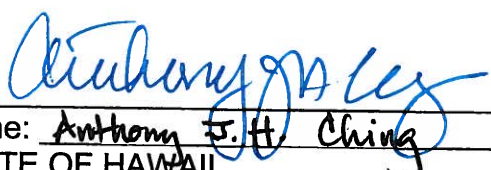
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

By 

Print Name: FORD N. FUCHIGAMI
Its Director of Transportation

FOR

HCDA:



Name: Anthony F. H. Ching
STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT
AUTHORITY

Concurred:

CITY AND COUNTY OF HONOLULU

APPROVED AS TO FORM
AND LEGALITY:



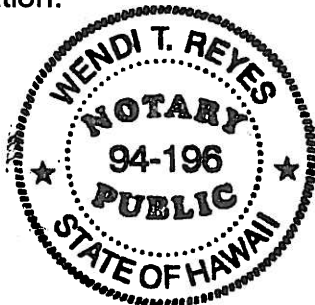
Deputy Corporation Counsel
Dated: OCT - 9 2015
JENNIFER WAMBOLDT



By Its Director of the Department of
Facilities Maintenance

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

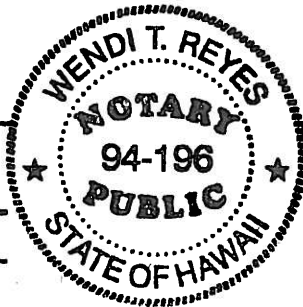
On this 19th day of September, 2014, before me appeared Anthony J.H. Ching, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, and that said instrument was signed in behalf of said HAWAII COMMUNITY DEVELOPMENT AUTHORITY by authority of its Directors, and the said He acknowledged said instrument to be the free act and deed of said corporation.



Wendi T. Reyes
Notary Public, State of Hawaii
1st Circuit
Wendi T. Reyes

My Commission Expires: 3/30/2018

NOTARY CERTIFICATION
WENDI T. REYES, 1st Circuit
Date: Undated # Pages: 8
Doc. Description: Quitclaim
Deed-DOT-HCDA
Wendi T. Reyes
NOTARY SIGNATURE



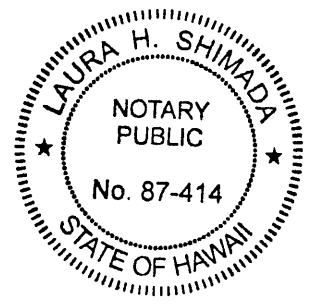
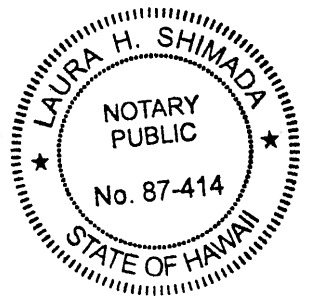
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 17 day of April, 2015, before me appeared Ross S. Sasamura, to me personally known, who, being by me duly sworn, did say that he is the Director and Chief Engineer of the CITY AND COUNTY OF HONOLULU, and that said instrument was signed in behalf of the CITY AND COUNTY OF HONOLULU by authority of its Directors, and the said he acknowledged said instrument to be the free act and deed of such person(s).

Doc. Date: undated # Pages 8
Notary Name: Laura H. Shimada First Circuit
Doc. Description Quitclaim Deed with
notices, Covenants, Conditions
Laura H Shimada 4/17/15
Notary Signature Date
NOTARY CERTIFICATION

Laura H Shimada
Notary Public, State of Hawaii
First
LAURA H. SHIMADA

My Commission Expires: 5/6/16



OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was
recorded as follows:

DOCUMENT NO. 2793963

DATE MAR 04 2002 TIME 10:30

NEW TOL NO. 6061206

LAND COURT SYSTEM

REGULAR SYSTEM

Return by mail to:

Barbers Point Naval Air Station Redevelopment Commission
P.O. Box 75268
Kapolei, Hawaii 96707-0268

Tax Map Key(s): Oahu 9-1-13:17 and 35 and 9-1-16:26

QUITCLAIM DEED WITH NOTICES, COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS,
EXCEPTIONS AND GRANTS OF EASEMENTS

GRANTOR: State of Hawaii, by and through its
Barbers Point Naval Air Station Redevelopment Commission
601 Kamokila Boulevard, Suite 55
Kapolei, Hawaii 96707

GRANTEE: State of Hawaii, by and through its
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

**QUITCLAIM DEED WITH NOTICES, COVENANTS,
CONDITIONS, RESERVATIONS, RESTRICTIONS,
EXCEPTIONS AND GRANTS OF EASEMENTS**

This INDENTURE, made this 10th day of March, 2002, between the Barbers Point Naval Air Station Redevelopment Commission (hereinafter referred to as "Grantor"), whose principal place of business is 601 Kamokila Boulevard, Suite 55, Kapolei, Hawaii 96707, and the Department of Transportation, State of Hawaii, (hereinafter referred to as "Grantee"), whose principal place of business is 869 Punchbowl Street, Honolulu, Hawaii 96813.

WITNESSETH: that

Whereas, Grantor has received that certain portion of the facility formerly known as the Naval Air Station, Barbers Point, Oahu, Hawaii ("Property"), for roadway purposes from the Department of the Navy, United States of America ("Navy"), which Property is more particularly described in the quitclaim deed conveying the Property from the Navy to Grantor which is attached as Exhibit A hereto and incorporated by reference;

Whereas, by Memorandum of Understanding, dated February 27, 2001, which is attached as Exhibit B hereto and incorporated by reference, Grantor agreed to release the Property received from the Department of Navy, and Grantee has agreed to receive the same from Grantor for roadway purposes;

Whereas, the Memorandum of Understanding dated February 27, 2001, attached as Exhibit B hereto, provides that Grantee will dedicate and transfer ownership of the Property to the City and County of Honolulu when the Property meets City and County of Honolulu standards;

Whereas, the deed attached as Exhibit A hereto conveying the Property from the Navy to Grantor to Grantee includes numerous notices, covenants, conditions, reservations, restrictions, exceptions, and grants of easements that run with the Property;

Whereas, the Property will be subject to these notices, covenants, conditions, reservations, exceptions, and grants of easements when the Property is conveyed by Grantee to the City and County of Honolulu;

Whereas, the notices, covenants, conditions, reservations, restrictions, exceptions and grants of easement are acceptable to the City and County of Honolulu;

Now, therefore, Grantor, for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby, remise, release, and forever quitclaim without warranty, expressed or implied, unto Grantee, its successors and assigns, for roadway purposes, all of Grantor's right, title, and interest in the Property which is described in the Quitclaim Deed with Notices, Covenants, Conditions, Reservations, Restrictions, Exceptions, and Grants of Easements (Exhibit A) and as shown on Certificate of Title No. 605, 102.

Grantee acknowledges, accepts, and agrees to abide by and to comply with all of the notices, covenants, conditions, reservations, restrictions, exceptions and grants of easements specifically expressed, provided for, and required in Quitclaim Deed with Notices, Covenants, Conditions, Reservations, Restrictions, Exceptions and Grants of Easements, which is attached as Exhibit A and incorporated by reference.

TO HAVE AND TO HOLD the same, together with all rights, improvements, easements, privileges and appurtenances thereunto belonging, on in anywise appertaining or held and enjoyed therewith unto said Grantee, its successors and assigns, forever except as aforesaid.

In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the date above first written.

BARBERS POINT NAVAL AIR STATION
REDEVELOPMENT COMMISSION

Approved as to form:



Deputy Attorney General


By Its Executive Director
"GRANTOR"

DEPARTMENT OF TRANSPORTATION

Approved as to form:


Deputy Attorney General


By Its Director
"GRANTEE"

Concurred:

CITY AND COUNTY OF HONOLULU

Approved as to form and legality:


Deputy Corporation Counsel


By Its Director of the Department of
Facilities Maintenance

- Exhibit A: Quitclaim Deed, dated ~~February 27, 2001~~ March 1, 2002
- Exhibit B: Memorandum of Understanding, dated February 27, 2001

WMB
KCM
R

LAND COURT SYSTEM**REGULAR SYSTEM**

Returns by
Mail Pickup

To:

Ms. Genie Wery
Commander, Pacific Division
Naval Facilities Engineering Command
258 Makalapa Drive, Suite 100
Pearl Harbor, HI 96860-3134

TITLE OF DOCUMENT:

**QUITCLAIM DEED WITH NOTICES, COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS AND GRANTS OF EASEMENTS**

PARTIES TO DOCUMENT:

GRANTOR: UNITED STATES OF AMERICA, acting by and through the Department of the Navy, under and pursuant to the powers and authority of the Defense Base Closure Realignment Act of 1990 (Public Law No. 101-510), as amended, the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 484), as amended, and rules, orders, and regulations issued pursuant thereto

GRANTEE: STATE OF HAWAII, by and through the Barbers Point Naval Air Station Redevelopment Commission, P.O. Box 75268, Kapolei, Hawaii 96707-0268

TAX MAP KEY(S): Oahu 9-1-13:17 and 35 and 9-1-16:26
(This document consists of 30 pages.)

ORIGINAL
EXHIBIT "A"

2001/01

**QUITCLAIM DEED WITH NOTICES, COVENANTS, CONDITIONS,
RESERVATIONS, RESTRICTIONS, EXCEPTIONS AND GRANT OF EASEMENTS**

THIS INDENTURE, made this 1st day of March, 2002, between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy (herein called the GRANTOR), and also sometimes referred to as the Government, and the STATE OF HAWAII, by and through the BARBERS POINT NAVAL AIR STATION REDEVELOPMENT COMMISSION, whose principal place of business and post office address is P.O. Box 75268, Kapolei, Hawaii 96707 (herein called the GRANTEE).

WITNESSETH: that

WHEREAS, the GRANTOR has determined that certain portions of the facility formerly known as the Naval Air Station, Barber Point, Oahu, Hawaii, are no longer required for the needs of the UNITED STATES OF AMERICA and are available for disposal, and that the disposal has been heretofore authorized by the Department of the Navy, acting pursuant to the powers and authority of the Defense Base Closure and Realignment Act of 1990 (Public Law No. 101-510), as amended, and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 484), as amended, and rules, orders, and regulations issued pursuant thereto; and

WHEREAS, the property demised herein is conveyed for public roadway purposes, and said conveyance has been determined essential, suitable, desirable or reasonably necessary to fulfill the immediate and foreseeable requirements of the GRANTEE to facilitate the reintegration of the area formerly known as Naval Air Station, Barbers Point, into the surrounding community and to maintain public streets and access, emergency access, utility rights-of-way and easements that utilize existing streets, and the development of new streets.

NOW, THEREFORE, UNDER AND SUBJECT TO THE NOTICES, COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EXCEPTIONS as hereinafter expressed, the GRANTOR, for and in consideration of one Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby, remise, release and forever quitclaim without warranty, expressed or implied, unto the GRANTEE, its successors and assigns, for public roadway purposes, all GRANTOR'S right, title and interest, in and to the following described real property and all improvements (including street lights) and personal property thereon, except for those items hereinafter specifically excluded:

Lot 350-C, area 0.324 acre, more or less, as shown on Map 118, as set forth in Land Court Order No. 18309, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being the property covered by Certificate of Title No. 184,596, issued to the GRANTOR;

Lot 13057, area 7.105 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13072-B, area 0.07 acre, more or less, as shown on Map 975, as set forth in Land Court Document No. 135473, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13075-A, area 16.030 acres, more or less, 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13076, area 30.235 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13077-B, area 0.436 acre, more or less, 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13080-B, area 9.720 acres, more or less, 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13082-A, area 27.262 acres, more or less, 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13083-B, area 13.657 acres, more or less, 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR;

Lot 13087, area 1.634 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 part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR; and

Lot 13088-B, area 0.142 acre, more or less, as shown on Map 973, as set forth in Land Court Order No. 135471, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069, being part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR.

The aforementioned lots are hereinafter collectively referred to as the "ROADWAY PROPERTY".

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

(1) All of those certain water and wastewater utility facilities, including fire hydrants, that are located within the ROADWAY PROPERTY and are utilized to provide water and wastewater service for lots other than the ROADWAY PROPERTY, together with perpetual easements and rights-of-way over, across, under and through Easement "6937", affecting said Lot 13075-A; Easement "6938", affecting said Lot 13076; Easement "6939", affecting said Lot 13077-B; Easement "6942", affecting said Lot 13080-B; Easement "6944", affecting said Lots 13082-A and 13072-B; Easement "6945", affecting said Lot 13083-B; and Easement "6949", affecting said Lot 13087; all as shown on Map 1008, as set forth in Land Court Order No. 138403, filed in the Office of the Assistant Register of the Land Court of the State of Hawaii with Land Court Application 1069, being part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR for the operation, maintenance, repair, replacement and removal of all said existing water and wastewater facilities; and further reserving to the 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

requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE.

(2) All of those certain water utility facilities, including fire hydrants, within said Lot 13057, that are utilized to provide water service for lots other than said Lot 13057; together with perpetual easements and rights-of-way over, across, under and through Easements "7414" and "7415", affecting said Lot 13057, as shown on Map 1068, as set forth in Land Court Order No. 142223, filed in the Office of the Assistant Register of the Land Court of the State of Hawaii with Land Court Application 1069, being part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR for the operation, maintenance, repair, replacement and removal of all said existing water facilities; and further reserving to the 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 requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE.

(3) Those certain electrical transformers (excluding transformer pads and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and other appliances and equipment located within the ROADWAY PROPERTY, the locations of which are approximately shown on Hawaiian Electric Company, Inc. (HECO) Drawing Nos. C-4627 through C-4637, dated July 7, 1999, entitled, "Barbers Point NAS Electrical Easements, Quads 1 through 11, 46KV, 12KV & 4KV Lines", on file at HECO's office at 900 Richards Street, Honolulu, Hawaii 96813, and identified as "Easements for Existing Electrical Facilities" together with those portions of Electrical Substations A & B (Buildings No. 272 and No. 273), consisting of the buildings, concrete foundations, concrete underground utility trenches and surrounding fencing, or portions thereof, located within the ROADWAY PROPERTY (all of the above electrical facilities are hereinafter referred to collectively as "existing electric utility facilities"), together with perpetual easements and rights-of-way, over, across, under and through the entire ROADWAY PROPERTY for the purpose of operation, maintenance, repair, replacement and removal of existing electrical utility facilities; and further reserving to the GRANTOR or any person or entity designated by GRANTOR, the right to survey any portion of the ROADWAY PROPERTY as may be considered by the 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 ROADWAY PROPERTY or other lots. GRANTOR's right to survey portions of said ROADWAY PROPERTY includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and, subject to the approval by GRANTEE in its sole discretion, the right to designate said easements on Land Court Map(s) over, across, under and through the ROADWAY PROPERTY for electric and

communication purposes, upon notice to, but without any 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 or any person holding under or through GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements or to otherwise effectuate the grant of said easements, the GRANTEE hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate said easements on any Land Court Map(s), (b) granting such easements, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable. The GRANTOR reserves the right to unilaterally relinquish any easement described above, in whole or in part.

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 ROADWAY 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.

(4) Perpetual easement for future electrical facilities over said Lots 13075-A and 13087 in the location approximately shown on HECO Drawing No. C4636 (Rev. 1), dated February 13, 2001, entitled "Barbers Point NAS Electrical Easements Quad 10, 46KV, 12KV & 4KV Lines", and HECO Drawing No. C4637 (Rev. 1), dated February 13, 2001, entitled "Barbers Point NAS Electrical Easements Quad 11, 46KV, 12KV & 4KV Lines", all on file at HECO's office at 900 Richards Street, Honolulu, Hawaii 96813. Any and all improvements installed within said easement area shall be installed in accordance with applicable laws and regulations. GRANTOR further reserves for itself or any person or entity designated by GRANTOR, including HECO, the right to survey said

easement area. GRANTOR's right to survey said easement area includes the right to create metes and bounds maps and/or descriptions of the easement area and the right to designate said easement on Land Court Map(s) over, across, under and through the Land for electric utility purposes, upon notice to, but without requirement for joinder or consent of GRANTEE. GRANTOR further reserves the right to cancel said easement granted hereunder in this paragraph and to grant a new specifically delineated easement to HECO, or any other entity, upon notice to but without requirement for joinder or consent of GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements or to otherwise effectuate the grant of said easement, the GRANTEE hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate said easement on any Land Court Map(s), (b) granting such easement, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable.

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.

(5) Those certain telecommunication facilities located within the ROADWAY PROPERTY, the location of said telecommunication facilities being approximately shown on Naval Computer & Telecommunications Area Master Station Pacific drawing entitled, "NAS Barbers Point, Hawaii, Outside Plant Cable System-Cable Routing (Quads 1-11)" drawings, dated July 5, 2001, which is on file at the Naval Computer and Telecommunications Area Master Station, Pacific, Pearl Harbor, Hawaii 96860-3134 (hereinafter collectively referred to as the "existing telecommunication facilities"), together with perpetual easements and rights-of-way, over, across, under and through the entire ROADWAY PROPERTY for the purpose of operation, maintenance, repair, replacement,

and removal of the existing telecommunication facilities; and further reserving to the GRANTOR or any person or entity designated by GRANTOR, the right to survey any portion of the ROADWAY PROPERTY as may be considered by the GRANTOR to be necessary for the operation of said telecommunications facilities, provided that GRANTOR's right to survey portions of said ROADWAY PROPERTY 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 ROADWAY PROPERTY for telecommunication service purposes, upon notice to, but without any requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to grant such easements to any governmental agency, or to any public, quasi-public or private utility service company, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements or to otherwise effectuate the grant of said easements, the GRANTEE—hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate said easements on any Land Court Map(s), (b) granting such easements, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable. The GRANTOR reserves the right to unilaterally relinquish any easement described above, in whole or in part.

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.

(6) Those certain groundwater monitoring wells, the locations of which are shown on Exhibits "A" and "B", attached hereto and made a part hereof; TOGETHER WITH a perpetual easement over the

Land for the operation, maintenance, repair, and replacement of said groundwater monitoring wells. Said easement and all rights appertaining thereto shall continue until said groundwater monitoring wells are closed by the GRANTOR in accordance with applicable regulations. Upon such closure, GRANTEE agrees that said groundwater monitoring wells may be abandoned in place by the GRANTOR and that GRANTEE shall thereafter own said groundwater monitoring wells.

(7) A perpetual non-exclusive easement in favor of the United States of America for access over the ROADWAY PROPERTY.

(8) Those certain facilities located within those certain "Reserved Use Areas", together with perpetual easements for the operation, maintenance, repair, replacement and removal of said facilities, said facilities and "Reserved Use Areas", being described as follows:

(a) That certain portion of Building No. 19 (galley) within the Reserved Use Area shown on Real Estate Drawing 99-16, attached hereto and made a part hereof as EXHIBIT "C", and identified as "RESERVED PARCEL 4,200 SF", affecting said Lot 13080-B, together with a perpetual easement over, across, under, and through said Lot 13080-B;

(b) That certain portion of the ball field and track facilities located within the Reserved Use Area shown on Real Estate Drawing 99-19, attached hereto and made a part hereof as EXHIBIT "D", and identified as "RESERVED PARCEL 17,566 SF", affecting said Lot 13080-B, together with a perpetual easement over, across, under, and through said Lot 13080-B;

(c) That certain portion of fencing for the enlisted beach facilities located within the Reserved Use Area shown on Real Estate Drawing 99-20, attached hereto and made a part hereof as EXHIBIT "E", and identified as "RESERVED PARCEL 14,670 SF", affecting said Lot 13082-A, together with a perpetual easement over, across, under, and through said Lot 13082-A; and

(d) That certain portion of fencing and asphalt located within the Reserved Use Area shown on Real Estate Drawing 99-31, attached hereto and made a part hereof as EXHIBIT "F", and identified as "RESERVED PARCEL 4,790 SF", affecting said Lot 13080-B, together with a perpetual easement over, across, under and through said Lot 13080-B.

And further reserving to the GRANTOR or any person or entity designated by GRANTOR, the right to survey the Reserved Use Areas as may be considered by the GRANTOR to be necessary, provided that GRANTOR's right to survey said Reserved Use 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 ROADWAY PROPERTY for the use and operation of said facilities within the Reserved Use Areas, upon notice to, but without any requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to grant such easements to any governmental agency or to any public, quasi-public or private company, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements or to otherwise effectuate the grant of said easements, the GRANTEE hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate said easements on any Land Court Map(s), (b) granting such easements, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable. The GRANTOR reserves the right to unilaterally relinquish the perpetual easement described, in whole or in part.

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 ROADWAY 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.

AND FURTHER EXPRESSLY RESERVING AND EXCEPTING, HOWEVER, all right, title, and interest in and to the following items, including without limitation, the exclusive right to use, transfer, sell, convey, grant, modify, cancel or terminate the same:

(1) Excepting Easement "3697", affecting Lot 2488-A-2, as shown on Map 632 of Land Court Application No. 1069, and as set forth in Land Court Order No. 110870, 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;

(2) Excepting 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 in Land Court Order No. 72368, 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;

(3) Excepting Easement "540", affecting Lots 1136-D-1 and Lot 1909, and Easement "541", affecting Lots 1136-D-1, 247, 1170, 1172, and 1909, as shown on Map 185 of Land Court Application 1069, and as set forth in Land Court Order No. 27855, designated for 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;

(4) Excepting Easement "2263", affecting Lots 1909-B and 3805-A, as shown on Map 487 of Land Court Application 1069, and as set forth in Land Court Order No. 95131, designated for air installation compatibility use zone purposes, 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;

(5) Excepting Easement "2277", affecting Lots 220-A, 221, and 298, as shown on Map 496 of Land Court Application 1069, and as set forth in Land Court Order No. 95854, designated for air installation compatibility use zone purposes, 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;

(6) Excepting 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 1069, and as set forth in Land Court Order No. 95854, designated for air installation compatibility use zone purposes, 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;

(7) Excepting Easement "2279", affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth in Land Court Order No. 95854, designated for air installation compatibility use zone purposes, 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;

(8) Excepting Easement "2262", affecting Lots 237-A and 2695; as shown on Map 486 of Land Court Application 1069, and as set forth in Land Court Order No. 95159, designated for air installation compatibility use zone purposes, 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;

(9) Excepting Easement "2278", affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth in Land Court Order No. 95854, designated for air installation compatibility use zone purposes, 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;

(10) Excepting a 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 in Land Court Order No. 35554, and Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth in 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; and

(11) The right of access, including but not limited to, the right to transport, haul and tow aircraft over and along the existing road, together with the right to control public and private vehicular traffic on said road during these aircraft transport operations, within Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth in Land Court Order No. 5852, 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.

AND THE ROADWAY PROPERTY IS CONVEYED TO THE GRANTEE SUBJECT TO THE FOLLOWING RESERVATIONS, EXCEPTIONS, RESTRICTIONS AND CONDITIONS:

(1) Avigation Easements "6776" and "6777", affecting said Lot 13082-A, as shown on Map 964, as set forth in Land Court Order No. 135080, 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 Transfer Certificate of Title No. 529,664, issued to the GRANTOR, as set forth in Quitclaim Deed from the United States of America to the State of Hawaii, dated June 30, 1999, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2557263;

(2) Avigation Easement "6782", affecting said Lot 13087, as shown on Map 969, as set forth in Land Court Order No. 135276, 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 Transfer Certificate of Title No. 532,712, issued to the Grantor; as set forth in Quitclaim Deed from the United States of America to the State of Hawaii, dated June 30, 1999, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2557263;

(3) Avigation Easement "6903", affecting Lot 13072-B, as shown on Map 987, as set forth in Land Court Order No. 136041, 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 under Transfer Certificate of Title No. 529,664, issued to the GRANTOR, as set forth in Grant of Easement dated December 14, 1999 to the State of Hawaii, filed as Land Court Document No. 2595229, and noted on Certificate of Title No. 529664;

(4) Easement "6866", affecting said Lot 350-C, as shown on Map 980, as set forth in Land Court Order No. 135702, 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 Transfer Certificate of Title No. 184,596, issued to the GRANTOR, as set forth in Grant of Easement dated December 20, 1999 to the Hawaiian Electric Company, Inc., filed as Land Court Document No. 2596995, and noted on Certificate of Title No. 184,596, for purposes of operating and maintaining the existing electrical transmission lines; and

(5) Any other rights-of-way, restrictions, reservations, and easements, whether recorded or unrecorded, across, over, along or under the ROADWAY PROPERTY, belonging to or in any way vested in others, as shall now exist.

BY ACCEPTANCE OF THIS DEED AND THE RIGHTS HEREUNDER, THE GRANTEE ASSUMES THE OBLIGATION OF AND COVENANTS TO ABIDE BY AND AGREES TO THIS TRANSFER SUBJECT TO THE ENVIRONMENTAL PROVISIONS, COVENANTS, RESERVATIONS, AND RESTRICTIONS set forth in the following subparagraphs (1) through (10), inclusive, of this paragraph, which shall run with the land and be binding upon the GRANTEE and any subsequent owner of the ROADWAY PROPERTY; provided, that the property transferred herein may be successively transferred only with the proviso that any such subsequent transfer shall require that the transferee assumes all the obligations imposed upon the GRANTEE by the provisions of this instrument:

(1) Environmental Documents: The environmental documents listed in Exhibit "G", attached hereto and made a part hereof, have been prepared by the GRANTOR to document the existing environmental conditions and investigative and cleanup actions taken with respect to the ROADWAY PROPERTY. GRANTEE, hereby acknowledges and agrees that it has received all of the documents listed in Exhibit "G" and has hereby received notice of the contents of all of said documents.

(2) Notice of Hazardous Substances: Pursuant to Section 120(h)(1) through (3) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h)(1) through (3), the following notice of hazardous substances with respect to the ROADWAY PROPERTY is provided:

GRANTOR has made a complete search of its files and records. Exhibit "H", attached hereto and made a part hereof, contains a table with (to the extent such information is available): (a) the names of the hazardous substances stored for one year or more, or known to have been released or disposed of on the ROADWAY PROPERTY; (b) the quantity in kilograms and pounds of each of the hazardous substances stored for one year or more, or known to have been released or disposed of on the ROADWAY PROPERTY; and (c) the dates that such storage, release or disposal took place. In addition, Exhibit "I" attached hereto and made a part hereof, contains a description of Remedial Actions Taken, as required by CERCLA.

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of CERCLA, 42 U.S.C. § Section 9620(h).

(3) Environmental Covenants: In accordance with CERCLA Section 120(h)(3)(A)(ii), the GRANTOR hereby warrants to the GRANTEE that:

a. All remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the ROADWAY PROPERTY on the date this conveyance has been taken prior to the date of this conveyance; and

b. Any additional response action found to be necessary after the date of this conveyance regarding hazardous substances remaining on the ROADWAY PROPERTY 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 ROADWAY PROPERTY as a result of an act or omission of the GRANTEE.

(4) Access: In accordance with CERCLA Section 120(h)(3)(A)(iii), 42 U.S.C. 9620(h)(3)(A)(iii), the GRANTOR expressly reserves a right of access to any and all portions of the ROADWAY PROPERTY when remedial or corrective action is found to be necessary after the date of the conveyance of the ROADWAY PROPERTY. The right of access described herein shall include, without limitation, the right to conduct tests, investigations and surveys, including, where necessary, drilling, test pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other remedial action as required or necessary, including, but not limited to, monitoring wells, pumping wells and treatment facilities. GRANTEE agrees to cooperate with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary remedial actions of the GRANTOR. The GRANTOR shall provide the GRANTEE reasonable notice prior to any entry made pursuant to this reservation. Any such entry, including the aforementioned activities or remedial actions shall be coordinated with the GRANTEE or its successors or assigns and shall be performed in a manner which minimizes any disruption or disturbance of the use and enjoyment of the ROADWAY PROPERTY.

(5) Groundwater: GRANTEE covenants and agrees that it will not extract groundwater from the ROADWAY 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.

(6) 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 ROADWAY PROPERTY to the GRANTEE, for an Underground Injection Control (UIC) permit(s) for the existing dry wells located on the ROADWAY PROPERTY. After the conveyance of the ROADWAY 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 said UIC permits are transferred to 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. This provision shall run with the land.

(7) Asbestos Containing Materials: GRANTEE is hereby informed and does acknowledge that the ROADWAY PROPERTY is improved with buildings, facilities, and equipment that contain asbestos-containing materials. Unprotected or unregulated exposure to airborne asbestos in workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential health hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include, but are not limited to, certain cancers and which can result in disability or death. The Asbestos Inspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii, dated February 1998, the Asbestos Reinspection Report (Final) for Naval Air Station; Barbers Point, Oahu, Hawaii and the Final Summary Report, Removal and Restoration of Asbestos Materials, NAS Barbers Point, Oahu, Hawaii, dated February 1999, discloses the condition and location of known asbestos-containing materials.

a. GRANTEE covenants and agrees that its use and occupancy of the ROADWAY PROPERTY, including, but not limited to, demolition of buildings containing asbestos, shall be in compliance with all Federal, State, and local laws relating to asbestos-containing materials. GRANTEE shall maintain the condition of the asbestos-containing materials to protect building occupants from releases of asbestos and shall be responsible for future releases of asbestos-containing materials.

b. GRANTOR assumes no liability for damages for personal injury, illness, disability or death to GRANTEE, its successors, assigns, employees, contractors or invitees, or any other person, including, without limitation, members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity by the GRANTEE causing or leading to contact of any kind whatsoever with asbestos on the ROADWAY PROPERTY, regardless of

whether the GRANTOR or GRANTEE, its successors or assigns, has or have properly warned or failed to warn the individual(s) injured.

(8) Lead-Based Paint: Lead-based paint (LBP) is present in facilities on the Land, especially those built prior to 1978. GRANTEE acknowledges that the ROADWAY PROPERTY includes improvements that contain lead-based paint. The Lead-Based Paint Inspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii, dated August 1998, discloses the condition and location of known lead-based paint. GRANTEE further acknowledges (i) that high concentrations of lead in the body can damage the brain, nervous system, kidneys, or hearing; affect learning and coordination, cause behavioral problems, blindness, and eventual death; and cause problems in pregnancy and fetal development; and (ii) that lead is especially hazardous to children of less than six (6) years of age.

a. GRANTEE covenants and agrees to be responsible for any liability to the extent allowable under applicable law for any liability arising by reason of GRANTEE's failure to perform GRANTEE's obligations hereunder with respect to the elimination of lead-based paint health hazards and GRANTEE's responsibility for complying with applicable Federal, State and local lead-based paint laws and regulations.

(9) Petroleum Contamination: GRANTEE is hereby notified that petroleum hydrocarbons are present in the subsurface soil from nine feet in depth to the water table on said Lot 13080-B in the area depicted on Exhibit "B", attached hereto and made a part hereof, and identified as "Petroleum Impacted Soil Area", due to a release of diesel fuel from an underground storage tank BP-89 located within Lot 13063-G, shown on Map 966, as set forth in Land Court Order No. 135089, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with land Court Application 1069, being part of the property covered by Certificate of Title No. 529,664, issued to the GRANTOR. All necessary action has been taken to address said soil contamination on said Lot 13080-B in accordance with Underground Storage Tank regulations and the State of Hawaii, Department of Health's "Technical Guidance Manual for Underground Storage Tank Closure and Release Response.

Prior to the excavation of soil between nine feet in depth to the water table within the boundaries of the area shown on Exhibit "H", GRANTEE shall notify all parties performing such work of the potential presence of petroleum hydrocarbons. GRANTEE shall furthermore ensure that all persons engaging in activities involving disturbances deeper than 9 feet below ground surface

shall be adequately trained to work on sites with petroleum contamination, and shall be able to assess the work area for potential hazards, and identify the need for wearing personal protective equipment to protect themselves from potential hazards, as may be necessary. GRANTEE shall ensure that any soil removed during such excavation is tested and disposed of in accordance with applicable laws and regulations.

(10) GRANTEE, at its own expense, shall report annually, in writing, to the Commander, Pacific Division, Naval Facilities Engineering Command, 258 Makalapa Drive, Suite 100, Pearl Harbor, Hawaii 96860-3134, on the status of the GRANTEE's compliance with the land use restrictions set forth in subparagraph (9). Said land use restrictions shall run with the land.

(11) Interpretation: The term "GRANTOR", wherever used herein, shall be held to mean and include the GRANTOR, its successors and assigns, and the term "GRANTEE", wherever used herein, shall be held to mean and include the GRANTEE and its successors and assigns, and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and permitted assigns.

TO HAVE AND TO HOLD the same, together with all and singular the rights and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the GRANTOR in the ROADWAY PROPERTY, either in law or in equity, except as herein provided.

PROVIDED, HOWEVER, for so long as it owns or is in possession of the ROADWAY PROPERTY, the GRANTEE and any other persons (or any legal entity) who through contractual or other arrangements with the GRANTEE are authorized the possession, use or occupancy of the ROADWAY PROPERTY and improvements hereby conveyed, shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the lands hereby conveyed, or in their employment practices conducted thereon.

IN WITNESS WHEREOF, the United States of America, acting by and through the Secretary of the Navy, has caused these presents to be executed as of the date first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

By: *Dennis Pacht*
DENNIS PACTH
Director, Operations Division
Pacific Division, Naval Facilities Engineering Command
Real Estate Contracting Officer

ACCEPTED BY THE STATE OF HAWAII,
BY AND THROUGH THE BARBERS POINT
NAVAL AIR STATION REDEVELOPMENT
COMMISSION

APPROVED AS TO FORM

Carroll M. ...
Deputy Attorney General
State of Hawaii

By: *William M. Bass*
Title: Executive Director

LISTING OF EXHIBITS

Exhibit "A"-Drawing showing location of groundwater monitoring Wells

EXHIBIT "B"-Drawing showing location of groundwater monitoring Wells and Petroleum Impacted Soil Area

Exhibit "C"- Real Estate Drawing 99-16

Exhibit "D"- Real Estate Drawing 99-19

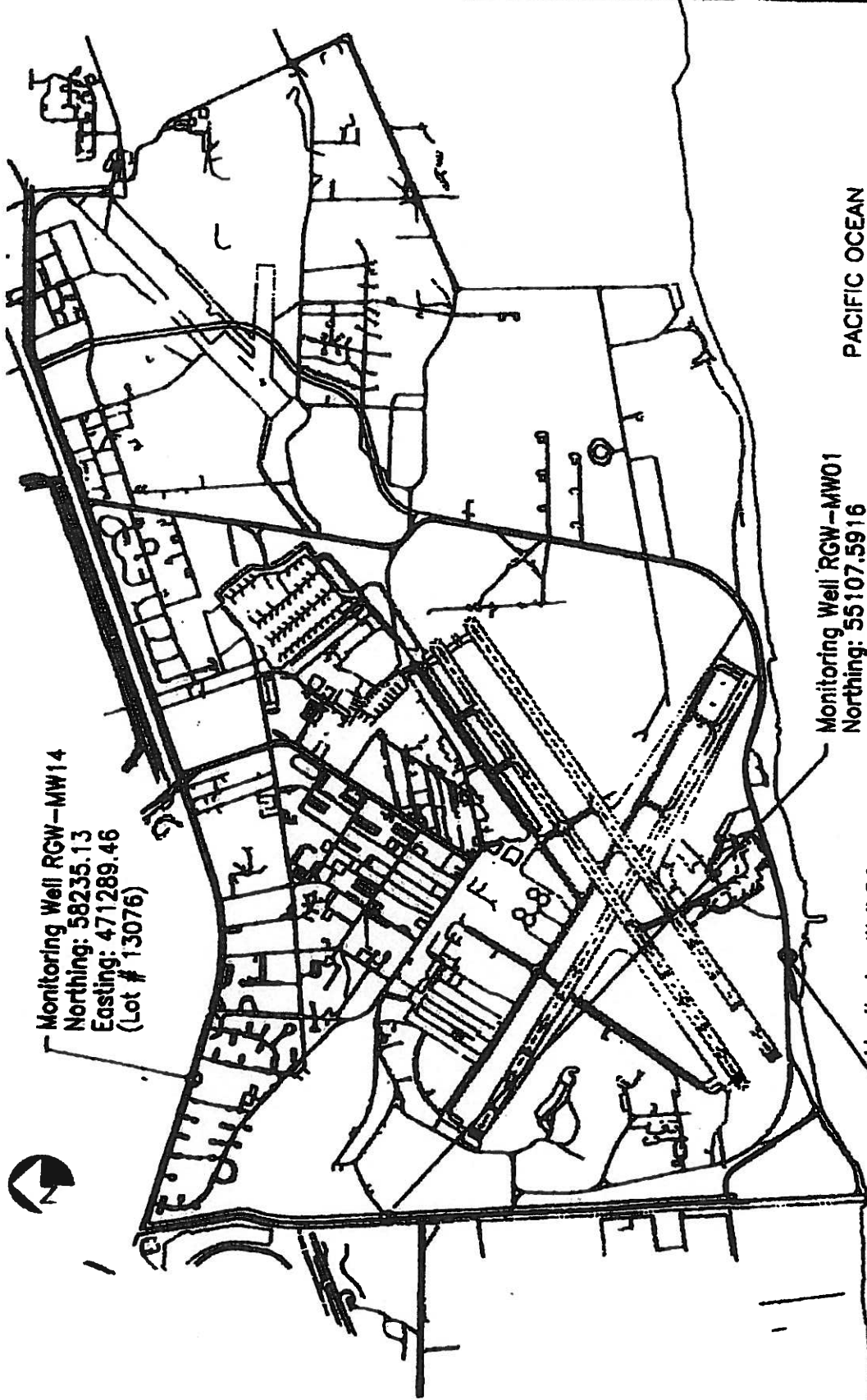
Exhibit "E"- Real Estate Drawing 99-20

Exhibit "F"- Real Estate Drawing 99-31

Exhibit "G"- Listing of Environmental Documents

Exhibit "H"- Hazardous Substances Notification

Exhibit "I"- Description of Remedial Action Taken



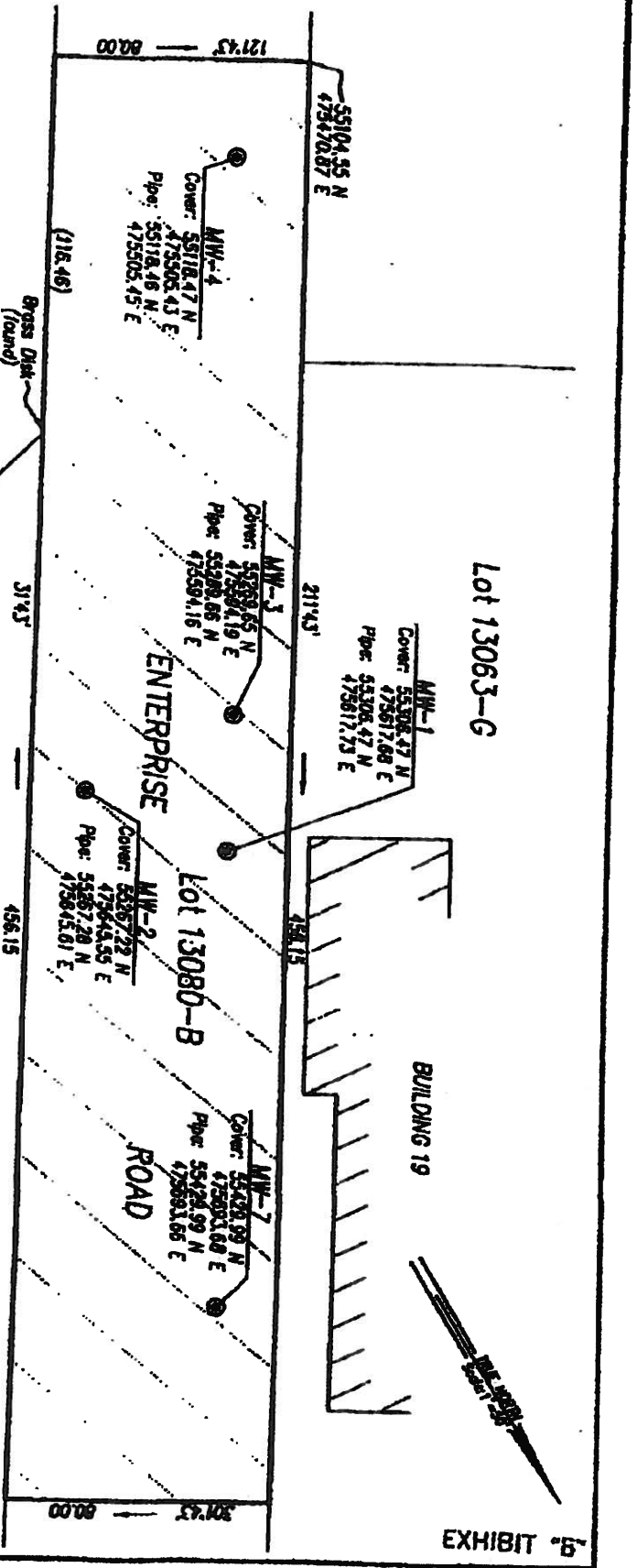
Monitoring Well RGW-MW14
Northing: 58235.13
Easting: 471289.46
(Lot # 13076)

Monitoring Well RGW-MW01
Northing: 55107.5916
Easting: 469190.9722
(Lot # 13075-A)

Monitoring Well RGW-MW13
Northing: 49219.41
Easting: 473409.43
(Lot # 13082-A)

PACIFIC OCEAN

NAVY MONITORING WELLS



Lot 13061-E

Lot 13061-D

Lot 13063-C

Lot 13080-B

MW-5
Cover: 55105.98 N
475694.27 E
Pipe: 55105.99 N
475694.26 E

MW-4
Cover: 55118.47 N
475505.43 E
Pipe: 55118.46 N
475505.45 E

MW-3
Cover: 55288.65 N
475584.19 E
Pipe: 55288.66 N
475584.16 E

MW-1
Cover: 55308.47 N
475617.68 E
Pipe: 55308.47 N
475617.73 E

MW-2
Cover: 55287.22 N
475649.55 E
Pipe: 55287.20 N
475649.61 E

MW-7
Cover: 55428.99 N
475691.66 E
Pipe: 55428.99 N
475691.66 E

Bross Disk
(found)
55161.50 N
475600.24 E

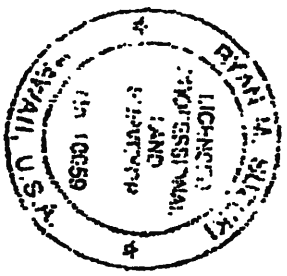
NOTES:

- Coordinates are referred to Hawaii State Plane Coordinate System, Zone 1.
- Azimuths are referred to Government Survey Trigonometric Station "KAPUWU KEU" measured clockwise from true (geodetic) South and are based on sold station being 77,353,160 feet North and 474,432,110 feet East referred to Hawaii State Plane Coordinate System, Zone 1.
- "KAPUWU KEU" azimuth to "Zone 1 Grid" azimuth = + 0' 01" 38.6
- Approximate extent of petroleum hydrocarbon contamination in soil
- Groundwater Monitoring Well

This map was prepared by me or under my direct supervision

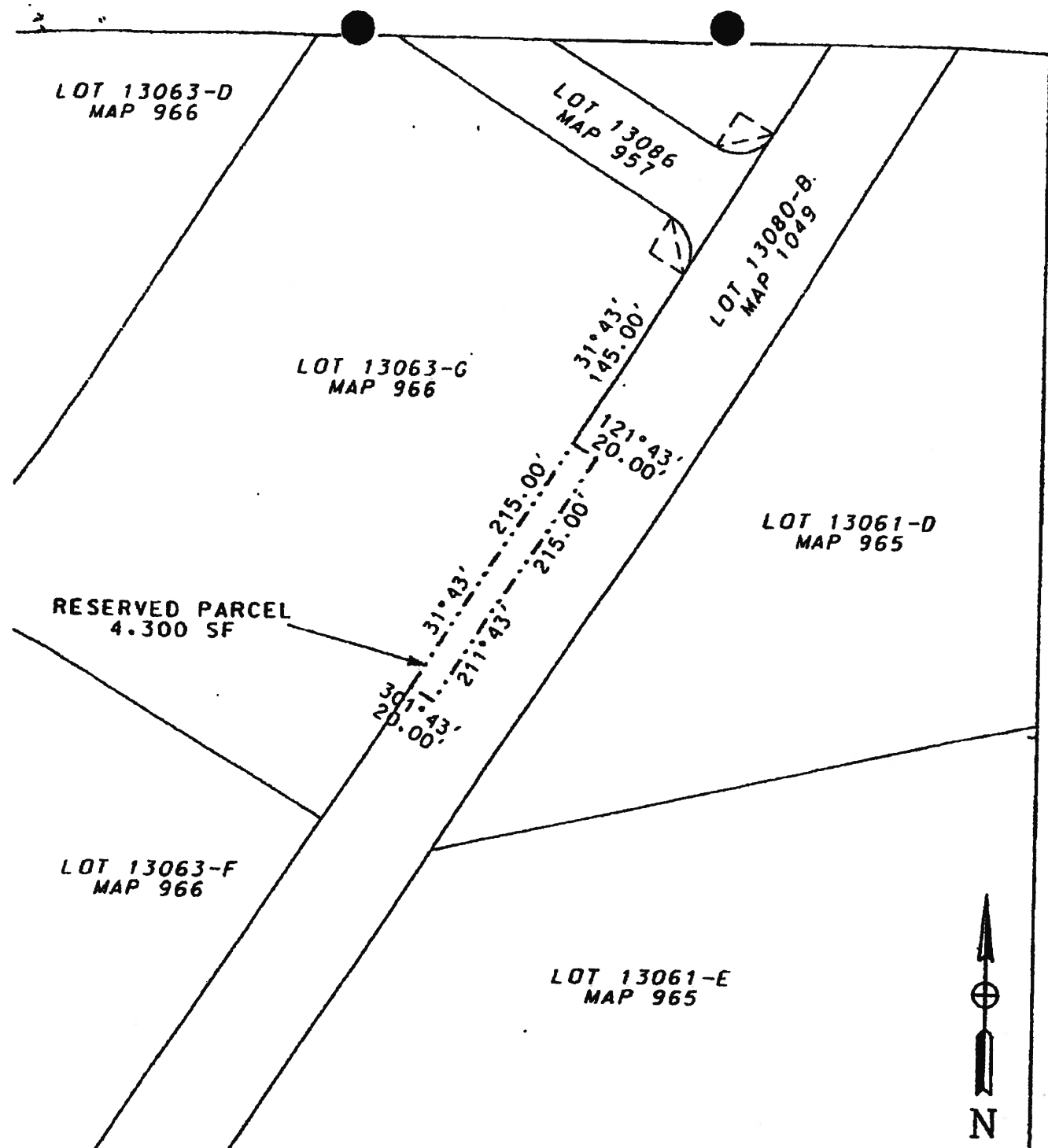
Release *M. S. King*

Ryan M. Fournell
Licensed Professional Land Surveyor
Certificate Number 10059



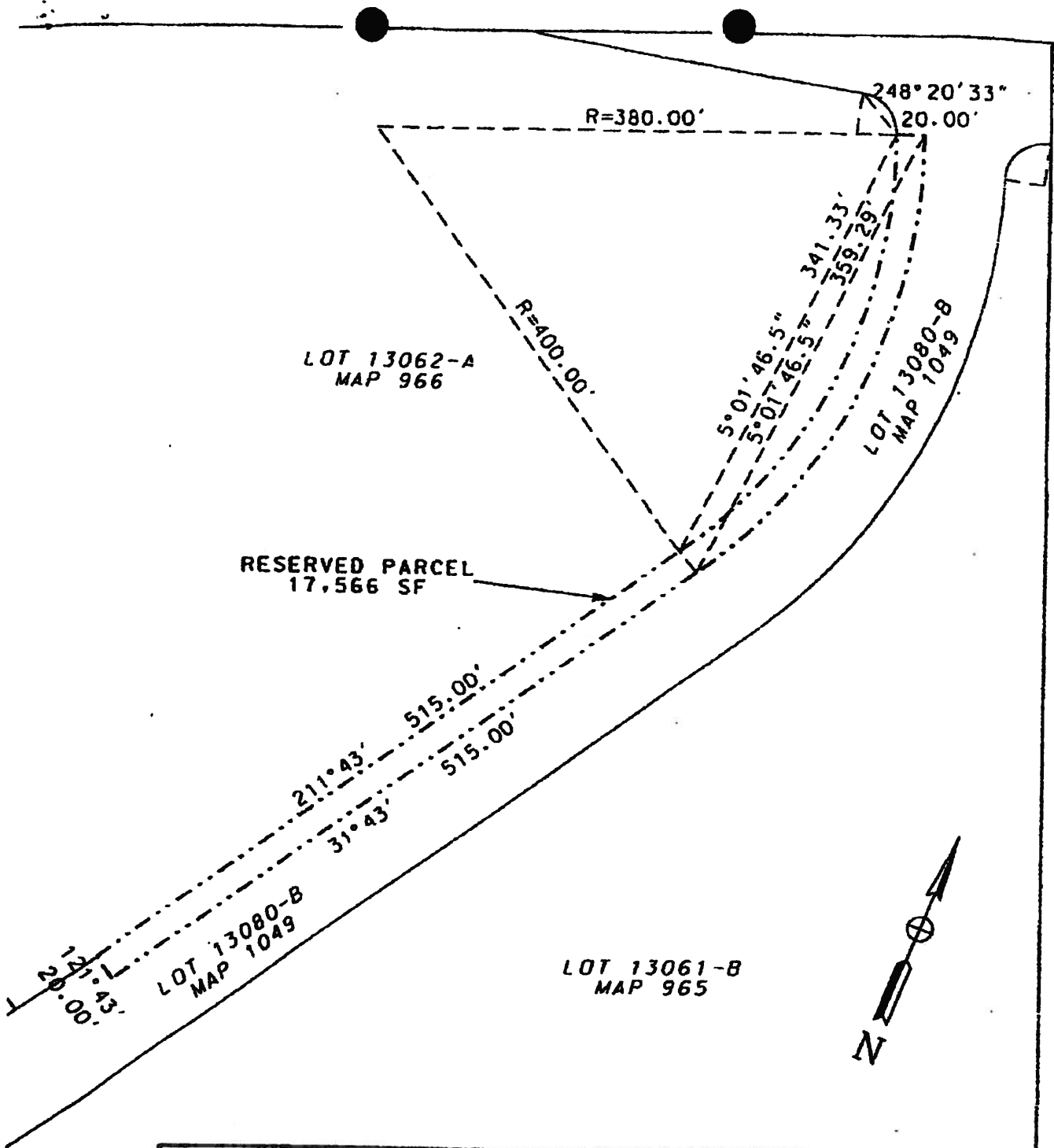
Petroleum Impacted Soil Area

Lot 13061-E as shown on Land Court Map 1049 of
Land Court Application 1069
At Former NAS Barbers Point, Oahu, Hawaii



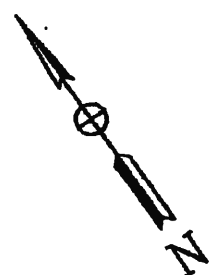
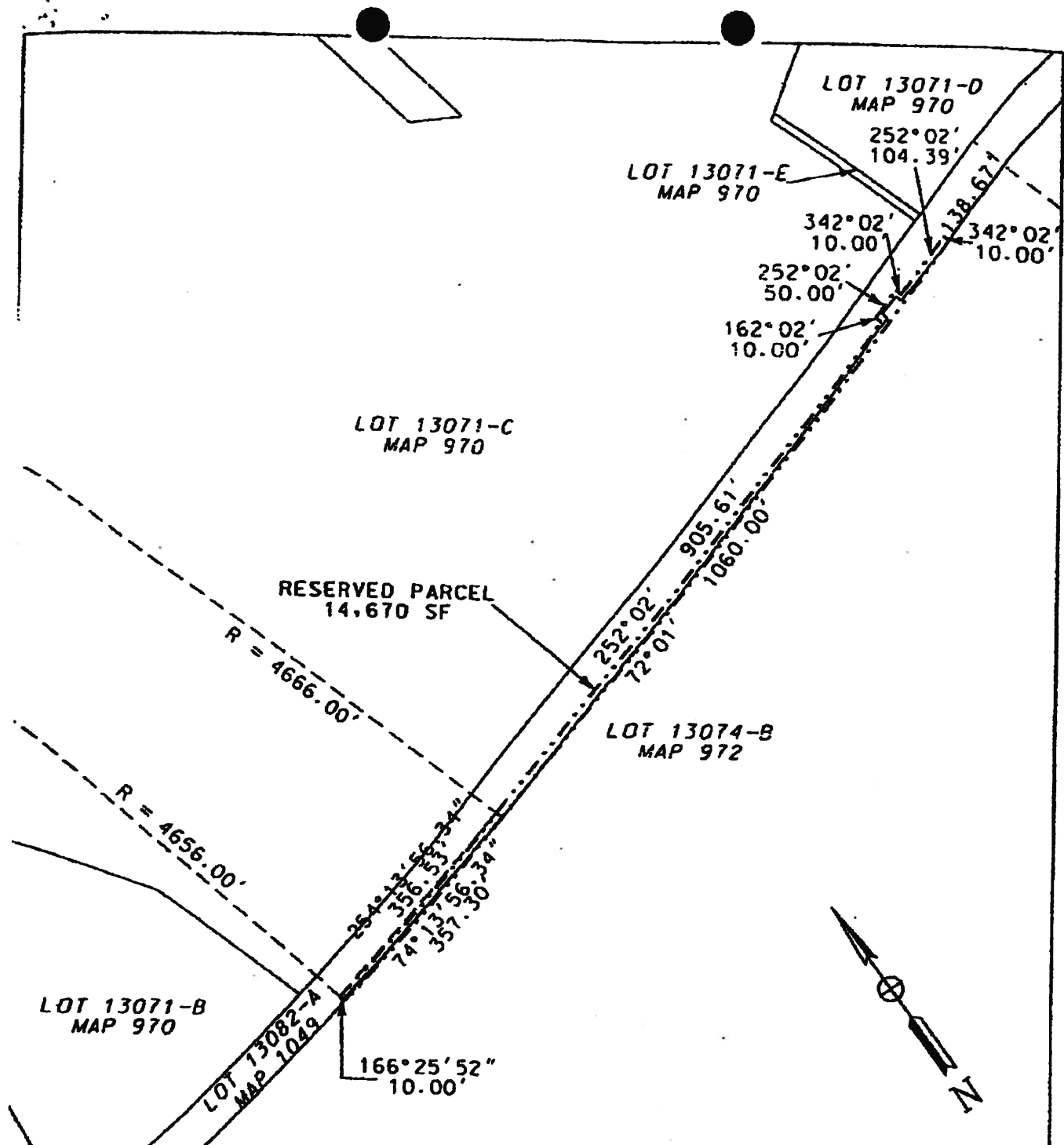
DLR 9-1		DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: R. DARLINGTON		HONOLULU, EWA OAHU, HAWAII	
CHECKED BY: R. DARLINGTON		PORTION OF LOT 13080-B MAP 1049	
APPROVED BY: <i>R. Darlington</i> REGISTERED ENGINEER		RESERVED USE AREA	
SATISFACTORY TO: <i>Michael K. ...</i> HEAD, REAL ESTATE DEPT.		LAND COURT APPLICATION 1069	
DATE: 08 JUN 2001		REAL ESTATE DRAWING NO.	
SCALE: 1:1200		01-01	
SHEET 1 OF 2			

EXHIBIT "C"



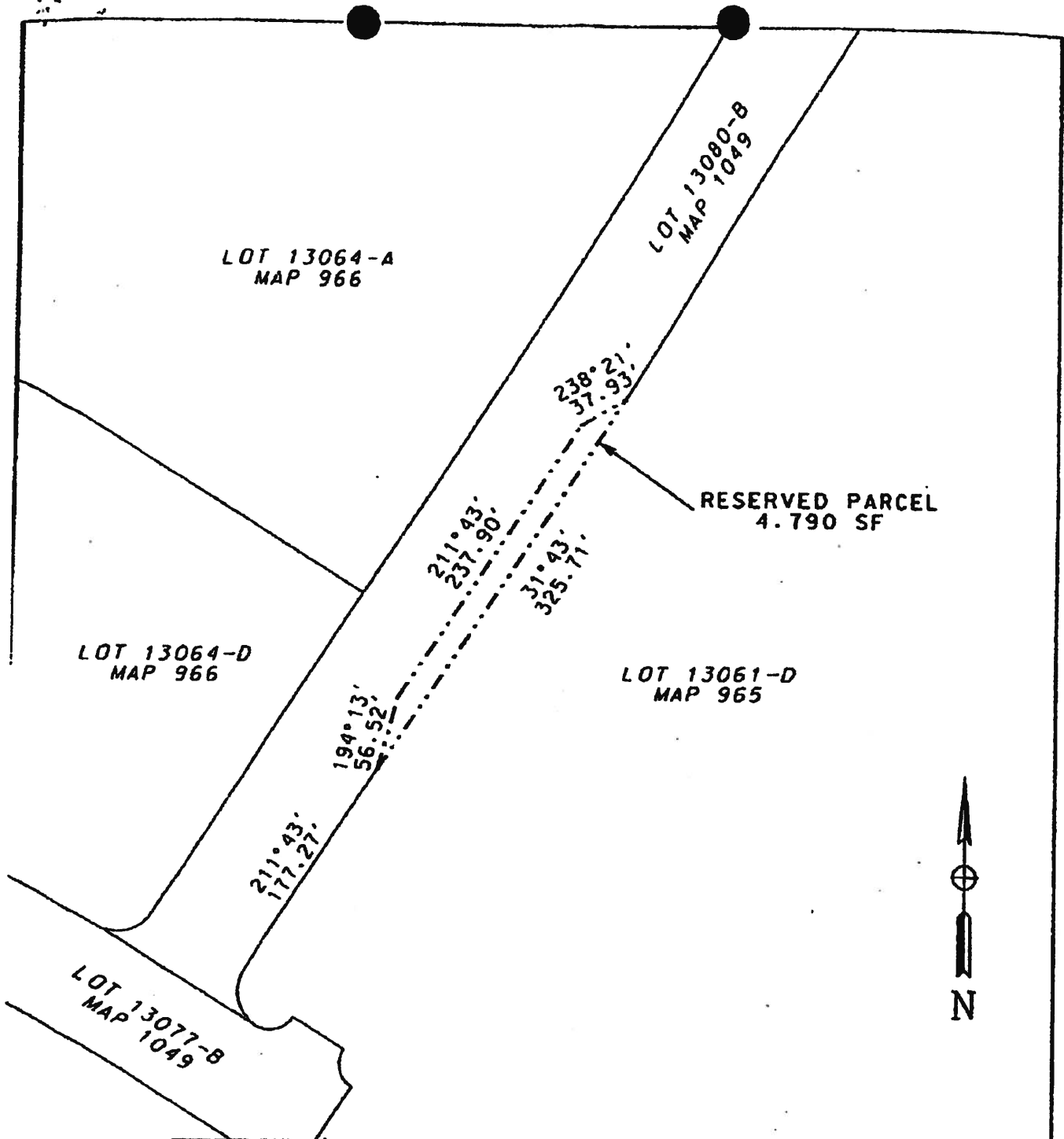
DLR 9-1		DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: R. DARLINGTON		HONOLULU, EWA OAHU, HAWAII	
CHECKED BY: R. DARLINGTON		PORTION OF LOT 13080-B MAP 1049	
APPROVED BY: <i>R. Darlington</i> CAPTAIN, USN		RESERVED USE AREA LAND COURT APPLICATION 1069	
SATISFACTORY TO: <i>J. Michael Kile</i> REAL ESTATE CO.			
DATE: 00 JUN 2001		REAL ESTATE DRAWING NO.	
SCALE: 1:1200		01-03	
SHEET 1 OF 1			

EXHIBIT "D"



DLR 9-1	DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: R. DARLINGTON	HONOLULU, EWA OAHU, HAWAII	
CHECKED BY: R. DARLINGTON	PORTION OF LOT 13082-A MAP 1049	
APPROVED BY: <i>R. Darlington</i> CAPTAIN, USN	RESERVED USE AREA	
SATISFACTORY TO: <i>J. Michael Kelly</i> CHIEF, REAL ESTATE SECT.	LAND COURT APPLICATION 1069	
	DATE: 08 JUN 2001	REAL ESTATE DRAWING NO.
	SCALE: 1:2400	01-04
	SHEET 2 OF 3	

LOT 13074-A
MAP 972



DLR 9-1		DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
DRAWN BY: R. DARLINGTON		HONOLULU, EWA OAHU, HAWAII	
CHECKED BY: R. DARLINGTON		PORTION OF LOT 13080-B MAP 1049	
APPROVED BY: <i>R. Darlington</i>		RESERVED USE AREA	
Satisfactory to: <i>J. Michael Kite</i>		LAND COURT APPLICATION 1069	
HON. REAL ESTATE DEPT.		DATE: 06 JUN 2001	REAL ESTATE DRAWING NO.
		SCALE: 1:1200	01-05
		SHEET 1 OF 1	

EXHIBIT "F"

6/27/01 7:50 AM

LISTING OF ENVIRONMENTAL DOCUMENTS

1. "Finding of Suitability to Transfer (FOST), Roadway Property to be Transferred to the Barbers Point Naval Air Station Redevelopment Commission, Naval Air Station Barbers Point, Oahu, Hawaii." Earth Tech, Inc. and Tetra Tech EM Inc. May 1999.
2. "Environmental Baseline Survey (EBS) Report, NAS Barbers Point, Oahu, Hawaii." Ogden Environmental and Energy Services Co., Inc. (Ogden). June 1994.
3. "Base Realignment and Closure (BRAC) Cleanup Plan (BCP) (Draft) for Naval Air Station (NAS), Barbers Point, Oahu, Hawaii." Navy. January 1998.
4. "Asbestos Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1998.
5. "Record of Closure, Removal of Underground Storage Tanks, Underground Storage Tank NABP-89, Naval Air Station, Barbers Point, Oahu, Hawaii." OHM. July 1998.
6. "Lead-Based Paint Inspection Report (Final) for Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. August 1998.
7. "Asbestos Reinspection Report (Final) for Naval Air Station, Barbers Point, Oahu, Hawaii." Ogden. February 1999.
8. "Remedial Investigation Report for BRAC-Related Activities, Transformer Substation System, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. February 1999.
9. "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.
10. PCB Inventory: Equipment Database, Naval Air Station, Barbers Point. Earth Tech. March 1999.
11. "Dry Well Network Investigation Report for BRAC-Related Activities Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
12. "PCB Inventory: Substation Database, Naval Air Station, Barbers Point." Earth Tech. March 1999.
13. "Record of Decision for No Action and Restricted Land Use Sites, Naval Air Station, Barbers Point, Oahu, Hawaii." Navy. April 1999.
14. "Remedial Investigation Report, BRAC-Related Activities, Regional Ground Water System, Naval Air Station Barbers Point, Oahu, Hawaii." Ogden. April 1999.
15. "Remediation Verification Report, Removal of PCBs at Eight Transformer Substations, Naval Air Station, Barbers Point, Oahu, Hawaii." Earth Tech. May 1999.
16. "Record of Decision for 16 Transformer Substations, Naval Air Station, Barbers Point." Navy. May 1999.
17. "Groundwater Assessment Report, Removal of Underground Storage Tanks, Underground Storage Tank No. NASBP-89, Naval Air Station, Barbers Point, Oahu Hawaii." OHM. April 1999.

19. "Final Record of Closure, Closure of Airfield Hydrant Fueling System, Naval Air Station, Barbers Point, Oahu, Hawaii." OHM. May 2000.

20. "Dry Well Sediment Removal Report, Removal of Sediment/Soil/Silt from Dry Wells at Naval Air Station Barbers Point, Oahu, Hawaii." OHM, for the following dry wells:

Well No. F14-01, UIC Permit No. UO-1995, Permit Well No. 31, October 1998

Well No. G13-13 (68), UIC Permit No. UO-1995, Permit Well No. 70, September 1998

Well No. G13-23 (73), UIC Permit No. UO-1995, Permit Well No. 80, October 1998

Well No. H13-02, UIC Permit No. UO-1995, Permit Well No. 127, September 1998

Well No. H13-03 (65), UIC Permit No. UO-1995, Permit Well No. 128, September 1998

Well No. H13-06, UIC Permit No. UO-1995, Permit Well No. 131, September 1998

Well No. H13-09, UIC Permit No. UO-1995, Permit Well No. 134, September 1998

Well No. H13-16 (58), UIC Permit No. UO-1995, Permit Well No. 141, September 1998

Well No. J12-03 (100), UIC Permit No. UO-1995, Permit Well No. 100, October 1998

6/27/01 7:51 AM

HAZARDOUS SUBSTANCES NOTIFICATION

The Navy has made a search of its files and records. To the extent the information is available, there is no record of any hazardous substance storage for one year or more. The only hazardous substance known to have been released on the parcel is PCBs. PCBs were released into the soil at Building 272 (Electrical Substation A) and Building 273 (Electrical Substation B), both located within Lot 13076. The quantity of PCBs released to the environment is unknown. The Table below sets forth the limited information available on these sites.

Table 7: Notice of Hazardous Substances Stored, Disposed of, or Released

Parcel	Building, IRP Site, or Location	Hazardous Substances	Estimated Quantity	Dates of Storage, Disposal, or Release* (if known)	Stored (S), Disposed of (D), or Released (R)
R	POI-01 (Building 272, Electrical Substation A): Soil	PCB	Unknown	Unknown	R
R	POI-03 (Building 273, Electrical Substation B): Soil	PCB	Unknown	Unknown	R

DESCRIPTION OF REMEDIAL ACTIONS TAKEN

An investigation determined that Transformer Substation B contained polychlorinated biphenyls (PCBs) in the soil at the site and within the concrete underground utility trench. Approximately 21.5 cubic yards of PCB-contaminated soil were removed from the site in 1998. In addition, five solvent extraction events were conducted on the concrete underground utility trench. Scabbling (chipping of the concrete) was then performed on approximately six square feet of the surface of the aforementioned trench, until it was determined that additional scabbling would damage the electrical conduits in the trench. The concentration of PCBs in the wipe samples collected following scabbling was 77 ug/100 cm² (which exceeded the cleanup requirement for nonrestricted-access areas of 10 ug/100 cm²). The scabbled area was then encapsulated with concrete to remove exposure pathways to PCBs. All response actions necessary to protect human health and the environment have been completed at Transformer Substation B because surface soil was cleaned to the established cleanup goal, and the exposure pathway to PCBs remaining in the concrete utility trench is eliminated due to the presence of the concrete encapsulant and the metal plate covers over the trench and the locked enclosure around the substation. Cleanup activities were documented in a Remediation Verification Report in May 1999.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of 2/27/01, between and among Barbers Point Naval Air Station Redevelopment Commission (hereinafter "Commission"), State of Hawaii Department of Transportation (hereinafter "DOT"), and the City and County of Honolulu (hereinafter "City") as follows:

RECITALS

- A. The United States Navy is in the process of conveying approximately 2,250 acres of property located at the former Barbers Point Naval Air Station to various agencies of the state and city governments to be used for public purposes.
- B. Of these 2,250 acres, approximately 176 acres shall be used for roadways, associated drainage systems, and future roadway rights of way as shown on Exhibit 1 which is attached and incorporated by reference.
- C. The Commission does not have the capability to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way.
- D. The DOT and the City are capable of constructing, operating, and maintaining these roadways, associated drainage systems, and future roadway right of way.
- E. It is ultimately not desirable to split the ownership and responsibility for the construction, operation, and maintenance of these roadways, associated drainage systems, and future roadway right of way among the Commission, the DOT, and the City.
- F. Initially, the roadways, associated drainage systems, and future roadway right of way will be assigned by the Commission, some to the DOT and some to the City as detailed below.
- G. At a time to be agreed upon by all parties, the roadways and future roadway rights of way temporarily owned by the DOT will be dedicated to and turned over to the City.

NOW, THEREFORE, the parties agree as follows:

- 1. When the roadways and future roadway rights of way are received from the United States Navy by the Commission, the Commission agrees to transfer ownership of the same to the DOT and to the City as set forth below.
- 2. The Commission shall transfer ownership to and the DOT temporarily shall accept ownership to and shall accept responsibility to construct, operate, and maintain roadways, associated drainage systems, and future roadway rights of way which are shown in yellow in Exhibit 1 and which shall include:

EXHIBIT "B"

- a. **Enterprise Road, the primary access to the area and Kalaeloa Airport from Makakilo and Kapolei and from Honolulu via the H- 1 freeway.**
 - b. **Roosevelt Road, the Primary access to the area and Kalaeloa Airport from Ewa via Geiger and Fort Weaver Roads.**
 - c. **Coral Sea Road, the primary access to the Coast Guard Air Station.**
 - d. **West Perimeter Road, the logical extension of Coral Sea Road along the southern end of the parallel runways which will accommodate future access to Kalaeloa Airport and the area from Campbell Industrial Park.**
 - e. **North-south road connector right of way and the realignment of Coral Sea Road to Independence Road, which may be built in the future.**
3. **When Enterprise, Roosevelt, Coral Sea, West Perimeter Roads and the future north-south road connector right of way and realignment of Coral Sea Road to Independence Road (if such roads are ever built) meet City standards, DOT will dedicate and transfer ownership of these roadways and future roadway rights of way to the City.**
 4. **The DOT shall apply to the federal highway administration to classify all eligible roads within the former Barbers Point Naval Air Station so that they may qualify for federal funds for improvements.**
 5. **The Commission shall transfer ownership to and the City shall accept ownership of and responsibility to construct, operate, and maintain these roadways, associated drainage systems, and future roadway rights of way which are shown in green in Exhibit 1 and which shall include:**
 - a. **Saratoga Road between Midway and Boxer Roads.**
 - b. **Existing portion of Independence Road and the right of way for future extension of Independence Road to connect it with Geiger and Midway Roads.**
 - c. **Midway Road from Roosevelt to Saratoga Road from Enterprise Road to Hornet Road and the existing portion and right of way for future extension of Midway Road to Malakole Street within the Campbell Industrial Park.**
 - d. **Boxer Road from Hornet to Copahee Road and the right of way for future extension of Boxer Road from Copahee Road to West Perimeter Road.**

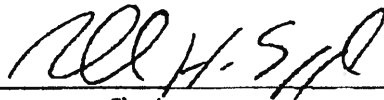
- e. Copahee Road from Roosevelt Road to Midway Road
- f. Hornet Road from Roosevelt Road to Boxer Road
- g. Lexington Road from Roosevelt Road to Midway Road
- h. Shangrila Road between Lexington and Enterprise Roads
- i. Yorktown Road between Lexington and Enterprise Roads
- j. Tripoli Road between Coral Sea and Essex Roads.

IN VIEW OF THE ABOVE, the parties execute this Memorandum of Understanding by their signatures, on the dates below, to be effective as of the date above first written.


APPROVED AS TO FORM:


Deputy Attorney General


BARBERS POINT NAVAL AIR STATION
REDEVELOPMENT COMMISSION

By 
Its Chair
Date December 19, 2000

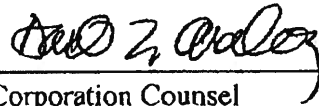
APPROVED AS TO FORM:


Deputy Attorney General

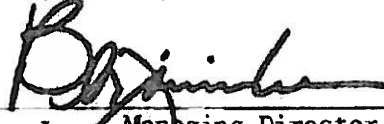
STATE DEPARTMENT OF TRANSPORTATION

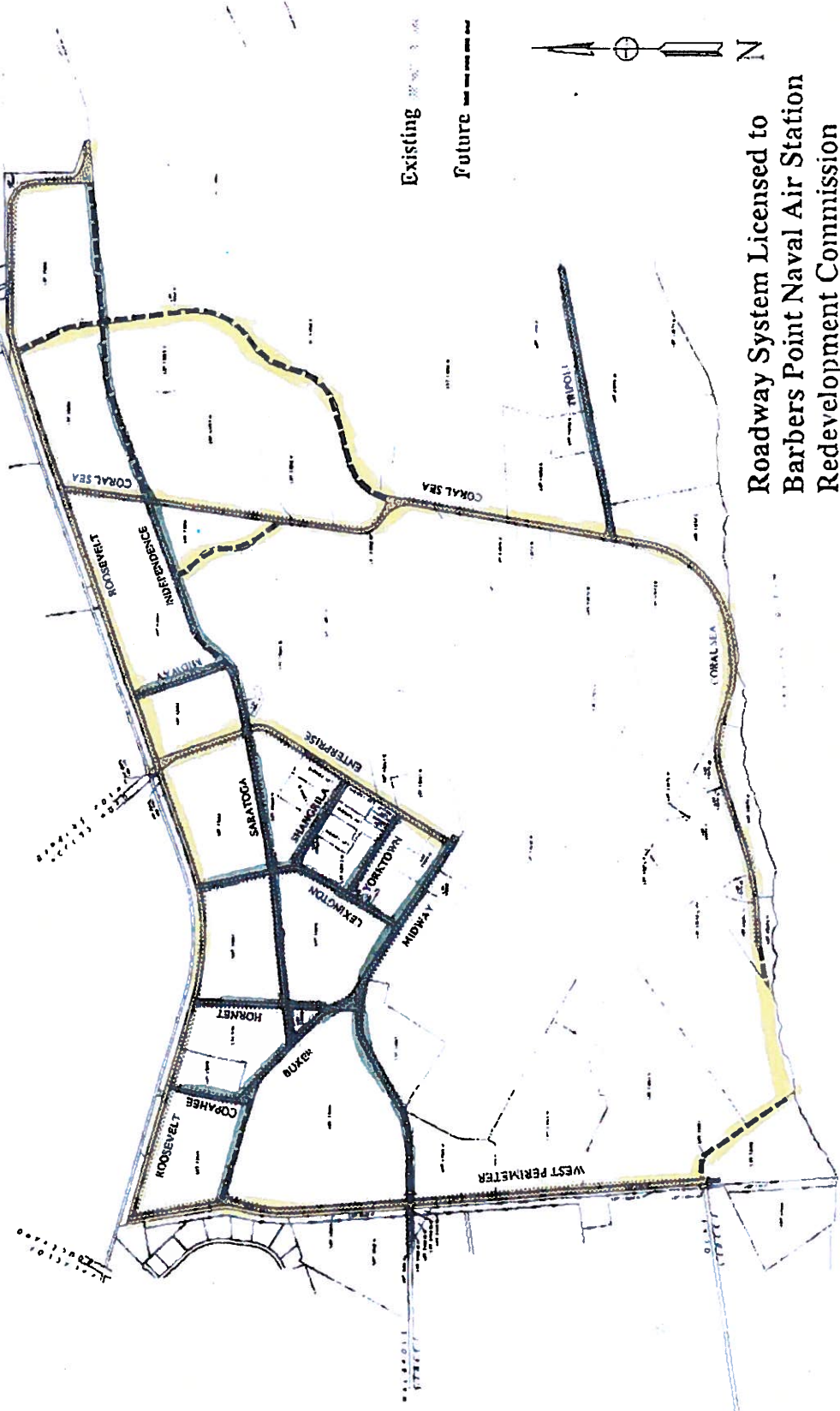
By 
Its Director
Date January 9, 2001

APPROVED AS TO FORM:


Corporation Counsel

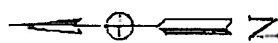
CITY AND COUNTY OF HONOLULU

By 
Its Managing Director
Date February 27, 2001



Existing  

Future 



**Roadway System Licensed to
Barbers Point Naval Air Station
Redevelopment Commission**

 State
 City

As of July 1999 Revised October 1, 1999

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION AT KAPOLEI
601 KAMOKILA BOULEVARD
KAPOLEI, HAWAII 96707

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
HWY-RL 3.96804

HIGHWAY DESIGN BRANCH, ROOM 688A
BRIDGE DESIGN SECTION, ROOM 611
CADASTRAL DESIGN SECTION, ROOM 600
HIGHWAY DESIGN SECTION, ROOM 609
HYDRAULIC DESIGN SECTION, ROOM 636
TECHNICAL DESIGN SERVICE, ROOM 688
LANDSCAPE DESIGN SECTION, ROOM 609

RIGHT-OF-WAY BRANCH, ROOM 691

TRAFFIC BRANCH, ROOM 602

May 26, 2021

VIA EMAIL ONLY: lindseydoi.leaverton@hawaii.gov

Ms. Lindsey Doi Leaverton
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

Dear Ms. Leaverton:

Subject: Fort Barrette Road Operational Improvements, Roosevelt Avenue to Farrington Highway
Project No. 901A-01-19
at Honouliuli, Ewa, Island of Oahu, Hawaii
Tax Map Key No. (1) 9-1-013: Road

In connection with the subject project, the State of Hawaii, Department of Transportation, Highways Division (State), requires a portion of Hawaii Community Development Authority (HCDA) property situated along Honouliuli, Ewa, Island of Oahu, Hawaii. For your reference, enclosed is a copy of the Revocable Right of Entry dated March 17, 2021.

The fee simple portion of HCDA property required for the project is **Parcel 1**, identified as a portion of Tax Map Key No. (1) 9-1-013: Road, containing an area of approximately 13,512 square feet and as shown on the enclosed right-of-way map in red. As previous legal documents were prepared by HCDA, please prepare and transmit to our office a deed for our execution. If executing a deed is not necessary, please let us know in writing.

For faster processing, you may email the documents to cody-allen.s.ching@hawaii.gov. Should there be questions regarding the project, please contact Ms. Jillian Chen of our Design Section at (808) 692-8439 or email jillian.m.chen@hawaii.gov. Should there be any other questions, please contact Mr. Cody-Allen Ching of our Land Acquisition Section at (808) 692-7320 or email cody-allen.s.ching@hawaii.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Fawn Y. Yamada".

FAWN Y. YAMADA
Right-of-Way Manager

2 Enclosures

1. Revocable Right of Entry dated March 17, 2021
2. Right-of-Way Map dated November 14, 2019

REVOCABLE RIGHT OF ENTRY (ROE 8-20)

By this NONEXCLUSIVE REVOCABLE RIGHT OF ENTRY AGREEMENT (“ROE”) made and executed this March 17, 2021, the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY** (“**HCDA**” or “**GRANTOR**”), a body corporate and a public instrumentality of the State of Hawaii, hereby grants to **STATE OF HAWAII DEPARTMENT OF TRANSPORTATION**, whose address is 869 Punchbowl Street, Honolulu, Hawaii 96813 (“**HDOT**” or “**GRANTEE**”), a nonexclusive revocable right of entry upon and use of the Premises (as defined below) subject to each of the following terms and conditions:

1. **Grant of Right-of-Entry**. The HCDA hereby grants to GRANTEE and all of its members, employees, officers, directors, representatives, agents, invitees, guests, and independent contractors (collectively, “**Permitted Persons**”) a right of entry to enter upon the Premises (as defined below) for the sole purposes set forth in Section 4 herein. GRANTEE is responsible for communicating and explaining the terms and conditions of this ROE to all Permitted Persons and ensuring compliance by Permitted Persons with such terms and conditions.

2. **Premises**. This ROE shall pertain to that approximately 13,512 square feet of roadway along Enterprise Street adjacent to the State of Hawaii Department of Transportation Right-of-Way for Roosevelt Avenue and identified by Oahu Tax Map Key No. 9-1-13-Road and highlighted in the attached Exhibit “A”. Any question or conflict regarding the boundary of the Premises shall be unilaterally resolved in favor of the GRANTOR’s determination.

3. **Term**. The term of this ROE granted hereby shall commence at 12:00 a.m. on October 30, 2020 and terminate at 11:59 p.m. on October 29, 2021 (“**Termination Date**”). This ROE shall automatically terminate on the Termination Date, unless earlier revoked as provided herein. GRANTEE agrees to be bound by the terms and conditions of the ROE and any written amendments to this ROE signed by both Parties.

4. **Use of Premises**. This ROE is nonexclusive. The right of entry granted hereby shall be for the sole purpose of providing access for Permitted Persons, equipment and construction activities for the installation of a traffic signal system at the intersection of Enterprise Street, Roosevelt Avenue and Fort Barrette Road which includes site excavation, trenching, installing traffic signal poles and foundations, underground conduits, traffic control cabinet, and loop detectors. All landscaping that is removed or damaged during work on Premises must be replaced by GRANTEE with landscaping of similar size and type upon termination of this ROE. GRANTEE shall employ appropriate safety measures at all times, including but not limited to, traffic mitigation measures, environmental protection measures, and roadway protection measures (i.e., steel plates). GRANTEE shall not obstruct or impede access through Enterprise Street. GRANTEE shall coordinate any road closures with HCDA.

5. **Acknowledgement of Use By Other Persons.** GRANTEE acknowledges that other persons or entities have the right to enter and/or use the Premises with the approval of the HCDA, and with the exception of the uses specified in Section 4, GRANTEE shall not unreasonably interfere with or impair the use and enjoyment of the Premises by such other persons or entities.

6. **Due Care and Diligence.** At all times during the term of this ROE, GRANTEE shall exercise due care and diligence in entering upon the Premises and shall not unreasonably disrupt or disturb in any way or manner whatsoever the activities or operations of the HCDA, the HCDA's agents on the Premises, or other persons or entities who have the right to enter/or use the Premises with the approval of the HCDA, and GRANTEE shall exercise due care for public safety. At all times during the term of this ROE and upon the termination of this ROE, GRANTEE shall be responsible for: (a) removing any debris or trash deposited on the Premises; (b) repairing any damage to the Premises caused by GRANTEE's or Permitted Persons' use or the actions of third-persons due to GRANTEE's or Permitted Persons' actions or inactions in securing the Premises; and (c) restoring the Premises to substantially the same condition it was in at the time of GRANTEE's entry onto the Premises, normal wear and tear excepted. This provision shall survive the termination of this ROE.

7. **Release and Waiver by GRANTEE.** GRANTEE expressly acknowledges and agrees that GRANTOR assumes no responsibility for any damages to person or property arising out of this ROE. Any items left on the Premises, whether owned and/or operated by GRANTEE or Permitted Persons, are at the sole risk of the GRANTEE. GRANTEE expressly agrees that GRANTOR shall not be responsible for any loss or damage to any persons or property, including but not limited to collision, fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other Permitted Persons or any other individual arising out of the ROE.

8. **Insurance.** (a) GRANTEE shall require its selected Contractor ("Contractor") to obtain and maintain at all times during the term of this ROE, at the Contractor's own expense, insurance coverage of the kinds and in amounts greater than or equal to those set forth below:

Commercial General Liability:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

\$1,000,000 Completed Operations Aggregate Limit

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Limit

Umbrella Liability: \$2,000,000 Aggregate (optional, if other limits cannot be met)

Worker's Compensation:

Coverage A: As required by the laws of the State of Hawaii

Coverage B: Employer's Liability:

\$100,000 Bodily Injury by Accident Each Accident

\$100,000 Bodily Injury by Disease

\$500,000 Policy Limit and \$500,000 Each

Employee

Automobile: \$2,000,000 combined single limit OR \$1,000,000
bodily injury per person, \$1,000,000 bodily
injury per accident, and \$1,000,000 property
damage per damage

- (b) Prior to GRANTEE's first entry onto the Premises, GRANTEE shall provide to the HCDA a certificate of insurance from GRANTEE's Contractor to evidence compliance with the insurance requirements set forth in subsection (a) above.
- (c) The insurance policies obtained by GRANTEE's Contractor in accordance with subsection (a) above shall name the Hawaii Community Development Authority and the State of Hawaii and their respective officials, directors, officers, members, employees and agents as additional insureds.
- (d) The HCDA shall be notified at least fifteen (15) days prior to the termination, cancellation or any material change in GRANTEE's Contractor's insurance coverage.
- (e) GRANTEE's Contractor shall cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of GRANTEE's Contractor or Permitted Persons arising out of the ROE.
- (f) The procuring of such required policy or policies of insurance shall not be construed to limit GRANTEE's Contractor's liability under this ROE or to fulfill the indemnification provisions and requirements of this ROE. Notwithstanding said policy or policies of insurance, GRANTEE's Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by the negligence or neglect of GRANTEE or the Permitted Persons arising out the ROE.
- (g) GRANTEE's Contractor shall keep such insurance in effect and the certificate(s) on deposit with the HCDA during the entire term of this ROE. Upon request, GRANTEE shall furnish a certificate of insurance and copy(ies) of all insurance policies evidencing that HCDA is included as an additional insured in the above limits.

- (h) Failure of GRANTEE's Contractor to provide and keep in force such insurance shall be regarded as a material default under this ROE and the HCDA shall be entitled to exercise any or all of the remedies provided in this ROE for default of GRANTEE.
- (i) The HCDA and GRANTEE are self-insured State entities. GRANTEE's Contractor's insurance shall be primary.

The HCDA reserves the right to inspect and review all coverage, form, and amount of the insurance required by the above. If, in the HCDA's discretion, the above insurance does not provide adequate protection for the HCDA, it may require GRANTEE to obtain insurance sufficient in coverage, form, and amount to provide such adequate protection.

9. **Grantee Responsibility.** GRANTEE shall be responsible, to the extent permitted by law, for damage or injury caused by its officers and employees in the scope of their employment provided that funds are appropriated and allotted for that purpose. GRANTEE shall require its Contractor to indemnify HCDA and include the additional named insureds listed in subparagraph 8(c) in the required insurance policies and with the required limits as specified in subparagraph 8(a) of this ROE.

10. **Condition of Premises/Assumption of Risk.** GRANTEE hereby agrees and acknowledges that HCDA has not made any representation or warranty, implied or otherwise, with respect to the condition of the Premises, including any dangerous or defective conditions existing in or on the Premises, whether or not such conditions are known to HCDA or reasonably discoverable by GRANTEE. GRANTEE agrees that all property, approved improvements, and equipment of GRANTEE kept or stored on the Premises during the term of this ROE shall be so kept or stored at the sole risk of GRANTEE. This provision shall survive the expiration or earlier termination of the ROE.

11. **Compliance with Laws and Regulations.** GRANTEE shall, at all times during the term of this ROE, observe and comply with all applicable laws, rules and regulations, whether County, State or Federal, including but not limited to, the laws applicable to the use of the Premises and the securing of any and all necessary governmental and other approvals and permits for its use of the Premises, including, but not limited to, compliance with Hawaii Revised Statutes (HRS) Chapter 6E and HRS Chapter 269E.

12. **No Hazardous Materials.** GRANTEE shall not cause nor permit the escape, disposal or release of any hazardous materials except as permitted by law and as specified in Section 4. GRANTEE shall not allow the handling, storage or use of such materials, nor allow to be brought onto the Premises any such materials, except with the prior written consent of the HCDA and in accordance with Section 4. If any governmental agency should require testing to ascertain whether or not there has been any release of hazardous materials by GRANTEE, then GRANTEE shall be responsible for the reasonable costs thereof. In addition, GRANTEE shall execute affidavits, and

other documents from time to time at the HCDA's request concerning GRANTEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released thereon by GRANTEE.

For the purpose of this ROE "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

13. **Prohibited Use.** Any use of the Premises not authorized in Section 4 shall constitute a material breach of this ROE. Upon such breach, the HCDA may terminate this ROE and pursue any other remedies to which the HCDA is entitled by law; provided that, the HCDA shall first give GRANTEE notice thereof and afford GRANTEE forty-eight (48) hours to cure such breach.

14. **Improvements.** GRANTEE shall not construct any improvements of any kind or nature upon the Premises without the HCDA's express prior written consent, which consent may be granted or withheld in the HCDA's sole discretion. Any improvements, including but not limited to structures, erected on or moved onto the Premises by GRANTEE shall remain the property of GRANTEE. GRANTEE shall have the right, prior to the termination or expiration of this ROE, or within an additional period the HCDA in its discretion may allow, to remove the improvements from the Premises. In the event the GRANTEE shall fail to remove the improvements prior to the termination or expiration of this ROE or within an additional period, the HCDA may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and any storage to GRANTEE. This provision shall survive the termination or expiration of this ROE.

15. **No Lien.** GRANTEE shall not: (a) create, incur, or assume any attachment, judgment, lien, charge, or other encumbrance on the Premises or any improvements thereon; or (b) suffer to exist any such encumbrance other than one created, incurred, or assumed by the HCDA.

16. **Non-transferrable.** This ROE or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without the HCDA's express prior written consent.

17. **Additional Terms and Conditions.**

- (a) No one may reside on the Premises, and the Premises may not be accessed for any other purpose except as authorized herein.

- (b) GRANTEE must keep the Premises clear of all unauthorized persons, unauthorized vehicles, debris, and trash at all times during this ROE.
- (c) The HCDA reserves the right to impose additional terms and conditions it deems reasonably necessary. Written notice of any such additional terms and conditions shall be provided to GRANTEE not less than thirty (30) days prior to the effective date in accordance with the provisions of Section 19 Notices below. Any such additional terms and conditions shall not materially interfere with or impair GRANTEE's rights of use herein.

18. **Termination.** Either Party may terminate this ROE at any time upon not less than thirty (30) days prior written notice to the other in accordance with the provisions of Section 19 Notices below.

19. **Notices.** Any notice, request, demand, or other communication required or permitted to be given or made under this ROE by either party hereto shall be in writing and shall be deemed to have been duly given or served if: (a) personally delivered; (b) sent by mail, postage prepaid and certified with return receipt requested; (c) transmitted by facsimile, or (d) sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Hawaii Community Development Authority
Attention: Lindsey Doi, Asset Manager
547 Queen Street
Honolulu, Hawaii 96813
Telephone: (808) 594-0300
Fax: (808) 587-0299
Email: dbedt.hcda.contact@hawaii.gov

State of Hawaii, Department of Transportation
Highways Division
Right of Way Branch
Attention: Right of Way Manager
601 Kamokila Blvd., Room 691
Kapolei, Hawaii 96707

20. **Headings/Captions.** The headings and captions of paragraphs or other parts hereof are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which the respective headings and captions may pertain.

21. **Governing Law.** This ROE shall be governed by and construed under the laws of the State of Hawaii.

22. **Representation on Authority of Parties/Signatories.** Each person signing this agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party's obligations hereunder have been duly authorized and that the agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

23. **Counterparts.** This ROE may be executed in several duplicate counterparts and such counterparts, when executed, shall constitute a single agreement.

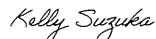
24. **Entire Agreement.** This ROE constitutes the entire Agreement and understanding between the Parties and shall supersede any and all prior communications, representations, or agreements, both verbal and written, between the Parties regarding the use of the Premises. This ROE cannot be modified except by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the HCDA and GRANTEE have caused this ROE to be executed as of the day and year first above written.

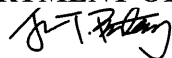
**HAWAII COMMUNITY
DEVELOPMENT AUTHORITY**

By: 
DEEPAK NEUPANE, P.E., AIA
Executive Director

APPROVED AS TO FORM:


Deputy Attorney General

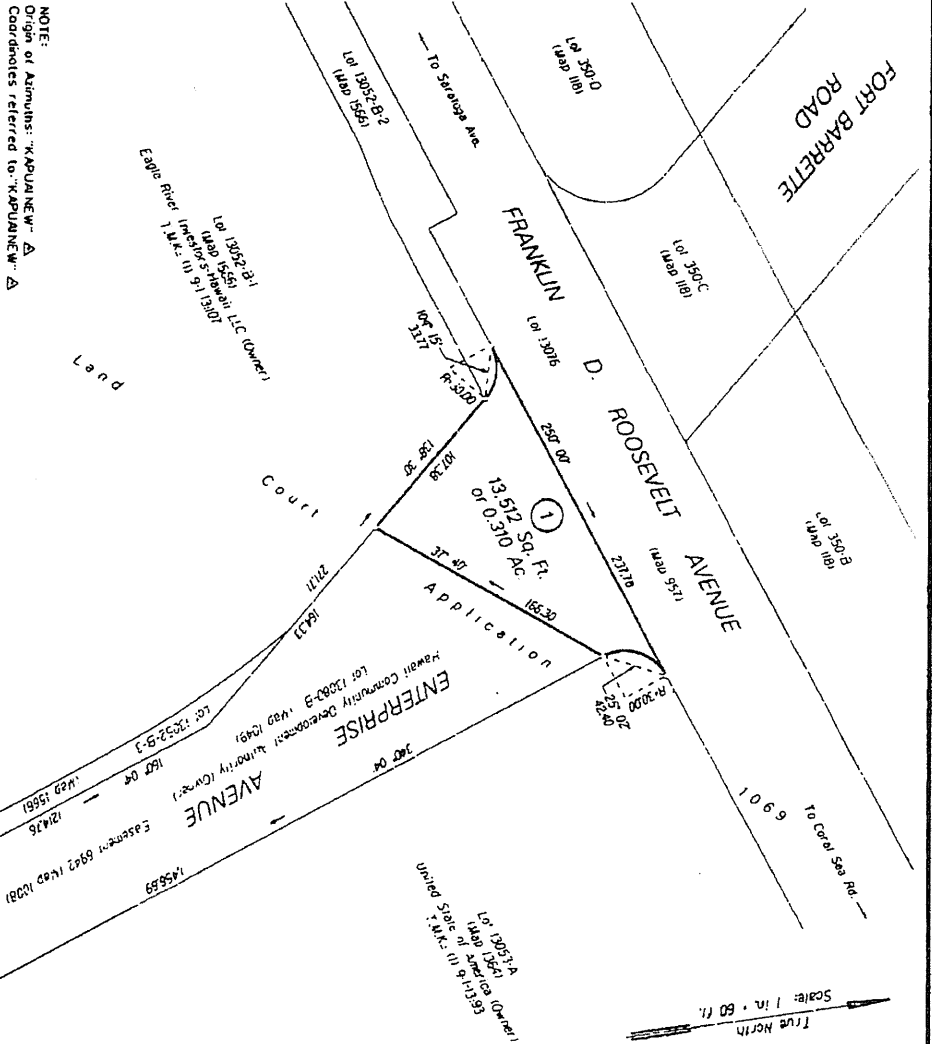
**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

By: 
JADE T. BUTAY
Director

APPROVED AS TO FORM:


Deputy Attorney General

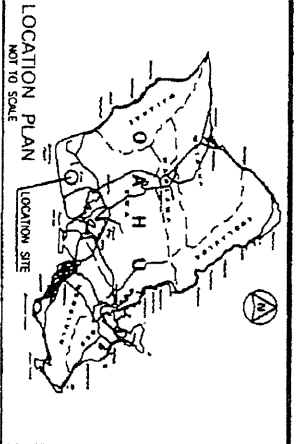
PROJ. NUMBER	1004	DATA FOLDER	
FIELD SHEET	1004	FIELD BOOK	
COMPUTER	1004	CALC. FOLDER	
PLOTTER	1004	P.L. NO.	
DATE PLOTTED	10/14/14	DATE PLOTTED	
SCALE	1" = 60'	SCALE	
BY	AL	BY	



NOTE:
 Origin of Azimuths: "KAPUAINE" Δ
 Coordinates referred to: "KAPUAINE" Δ

TAX MAP KEY: (19-1-1) ROAD (POR)

EXHIBIT "A"



STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
RIGHT OF WAY MAP
FORT BARRETTE ROAD
OPERATIONAL IMPROVEMENTS
 ROOSEVELT AVENUE TO FARRINGTON HIGHWAY
 PROJECT NO. 507A-01-19
 AT HONOLULU, EWA, OAHU, HAWAII

APPROVED: *[Signature]*
 ASSISTANT ENGINEER
 HONOLULU, HAWAII
 NOVEMBER 14, 2019

APPROVED: *[Signature]*
 FOR ADMINISTRATOR, HIGHWAYS DIVISION

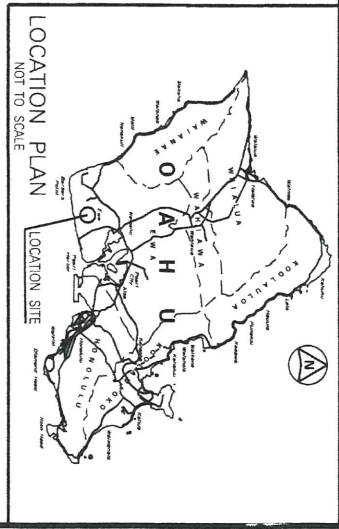
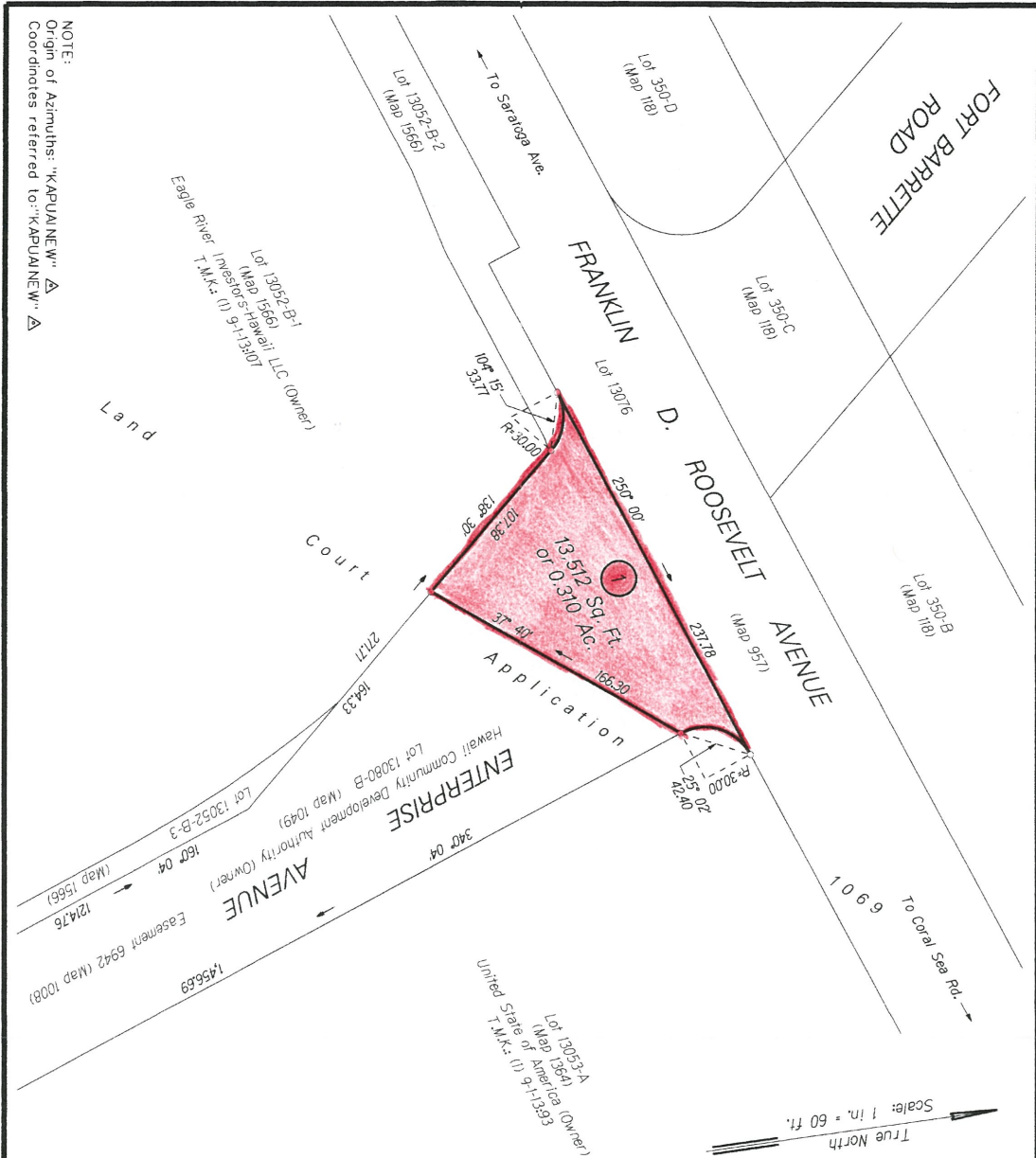
SCALE: 1" = 60'

P.H. 860

PROJ. ENGINEER	NMH	DATA FLDR.	
FIELD CHIEF		FIELD BOOKS	
COMPUTER	NMH	C.A.L.C. FLDR.	
PLOTTER	NMH	W.S. NO.	
DRAFTSMAN	NMH	CERT. FLDR.	
CK'D BY	KT	DESC. FLDR.	

TAX MAP KEY: (1)9-1-13(ROAD (POR.))

NOTE:
Origin of Azimuths: "KAPUANĒWĀ" Δ
Coordinates referred to: "KAPUANĒWĀ" Δ



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

RIGHT OF WAY MAP
FORT BARRETTE ROAD
OPERATIONAL IMPROVEMENTS
ROOSEVELT AVENUE TO FARRINGTON HIGHWAY
AT HONOLULU, EWA, OAHU, HAWAII
PROJECT NO. 901A-01-19
NOVEMBER 14, 2019

HONOLULU, HAWAII
NOVEMBER 14, 2019

APPROVED: *[Signature]*
CADASTRAL ENGINEER

APPROVED: *[Signature]*
FOR ADMINISTRATOR, HIGHWAYS DIVISION

P.H. 860