

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

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LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL PICKUP

Hawaii Community Development Authority
461 Cooke Street
Honolulu, Hawaii 96813
Attention: Anthony J.H. Ching

THIS DOCUMENT COMPRISES _____ PAGES

Tax Map Key No.

QUITCLAIM DEED

This Quitclaim Deed ("Deed") is made this 21st day of Sept, 2010, by and between the **UNITED STATES OF AMERICA ("GRANTOR")**, acting by and through the Department of the Navy, with a principal office at 1455 Frazee Road, Suite 900, San Diego, California 92108, and the **HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii ("GRANTEE")** whose address is 461 Cooke Street, Honolulu, Hawaii 96813.

RECITALS

WHEREAS, by authority contained in Section 2855 of the FY 2010 National Defense Authorization Act, (Public Law 111-84), the Secretary of the Navy is authorized to convey all right, title, and interest of the United States to certain portions of the former Naval Air Station, Barbers Point to the GRANTEE; and

WHEREAS, GRANTEE, has requested conveyance, without consideration, to a portion of the former Naval Air Station Barbers Point, described below, comprising approximately 87.426 acres of land, more or less, together with certain improvements thereon and adjacent thereto (the "Property").

WHEREAS, on September 30, 2008, GRANTOR executed a Finding of Suitability to Transfer (FOST) for Parcels 13073-B and 13073-D. Also on June 8, 1999, GRANTOR executed a FOST for Parcel 13126-B, and on August 5, 2009, GRANTOR

executed a FOST Addendum for the Parcel, these documents set forth the basis for GRANTOR's determination that the Property is suitable for transfer pursuant to 42 U.S.C. Section 9620(h)(3).

NOW, THEREFORE, GRANTOR, in consideration of the foregoing, the covenants, conditions and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to GRANTEE all of GRANTOR's right, title and interest in the Property, more particularly described as:

- I. Lot 13073-B, consisting of an area of 65.356 acres, more or less, as shown on Map 971, as set forth in Land Court Order No. 135167, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Transfer Certificate of Title No. 529,664, issued to GRANTOR, hereinafter referred to as the "Property", along with rights of ingress and egress as noted on Land Court Order No. 135167.
- II. Lot 13073-D consisting of an area of 11.501 acres, more or less, as shown on Map 971, as set forth in Land Court Order No. 135167, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Transfer Certificate of Title No. 529,664, issued to GRANTOR, hereinafter referred to as the "Property", along with rights of ingress and egress as noted on Land Court Order No. 135167.
- III. Lot 13126-B consisting of an area of 10.569 acres, more or less, as shown on Map 1006, as set forth in Land Court Order No. 138482, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Transfer Certificate of Title No. 532,712, issued to GRANTOR, hereinafter referred to as the "Property", along with rights of ingress and egress as noted on Land Court Order No. 138482.

IV. TOGETHER WITH:

All of GRANTOR's right, title and interest in and to buildings, improvements, and utilities located on the Property and all rights, tenements, hereditaments, and appurtenances thereonto belonging, excepting those improvements and interests hereinafter specifically excluded, excepted or reserved, all as set forth in Section V below.

V. EXCEPTING AND RESERVING:

A. Excepting and reserving unto GRANTOR, its successors and assigns, all of the following utility facilities, easements, rights-of-way and other rights and entitlements.

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

ii. 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 Property that are utilized to provide electrical service for lots other than the Property, the locations of which are approximately shown on HECO Drawing No. C4633, dated July 7, 1999, entitled "Barbers Point NAS Electrical Easements, Quad 7, 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", (hereinafter referred to collectively as "existing electric utility facilities"); TOGETHER WITH perpetual easements and rights-of-way over, across, under, and through the Property for the operation, maintenance, repair, replacement, and/or removal of said existing electric utility facilities located on the Property; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, including HECO, the right to survey the land areas beneath said existing electric utility facilities as may be considered by GRANTOR to be reasonably necessary for the transmission and distribution of electricity for light, power and/or communications and control circuits for the use of occupants of the Property and other lots. GRANTOR's right to survey said land areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court map(s) over, across, under and through the Property for electric utility purposes, upon notice to, but without requirement for joinder or and consent of GRANTEE or any person holding under or through GRANTEE. Said consent should not be unreasonably withheld or delayed. GRANTOR further reserves the right to cancel the perpetual easements and rights-of-way reserved hereunder in this paragraph and to grant new specifically delineated easements to HECO or any other entity, through the execution of a grant of easement document, upon notice to but without requirement for joinder or and consent of GRANTEE so long as it does not unreasonably inhibit GRANTEE's use of the property or good faith efforts have otherwise been made by GRANTOR to locate the easement in

a place that will not unreasonably inhibit GRANTEE's use of the property. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements, to file the Cancellation and Grant of Easement, or to otherwise effectuate the grant of said easements, GRANTEE hereby appoints GRANTOR as GRANTEE's attorney-in-fact solely for the purpose of (1) filing all Land Court petitions necessary or appropriate to designate said easements on any Land Court map(s), (2) granting such easements, and (3) 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 otherwise to 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 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 so long as the easement does not unreasonably inhibit GRANTEE's use of the property or good faith efforts have otherwise been made by GRANTOR to locate the easement in a place that will not unreasonably inhibit GRANTEE's use of the property.

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

i. Easement "3697," affecting Lot 2488-A-2, as shown on Map 632 of Land Court Application No. 1069, and as set forth by Land Court Order no. 110870, filed March 9, 1993, designated for the purpose of a runway safety clear zone, and granted to GRANTOR, 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.

ii. Easement "1360," affecting Lots 425-C-1, 2488-A, 2489-A, 2529, and 3168, as shown on Map 373 of Land Court Application No. 1069, and as set forth by Land Court Order no. 72368, filed January 11, 1985, designated for the purpose of flight clearance glide plane, and as set forth in that certain Declaration of Taking, dated August 23, 1979, filed as Land Court Document No. 1270954 and noted on Certificate of Title No. 504038.

iii. Easement "540," affecting Lot 1136-D-1 and Lot 1909, and Easement "541," affecting Lots 1136-D-1, 247, 1170, 1172, and Lot 1909, as shown on Map 185 of Land Court Application 1069, and as set forth by Land Court Order No. 27855, filed December 6, 1967, designated for the purpose of aircraft flight clearance purposes, and granted to GRANTOR, 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.

iv. Easement "2263," affecting Lots 1909-B and 3805-A, as shown on Map 487 of Land Court Application 1069, and as set forth by Land Court Order No. 95131, filed September 18, 1989, and granted to GRANTOR, 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.

v. Easement "2277," affecting Lots 220-A, 221, and 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to GRANTOR, 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.

vi. 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 by Land Court Order No. 95854, filed November 14, 1989, and granted to GRANTOR, 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.

vii. Easement "2279," affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to GRANTOR, 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.

viii. Easement "2262," affecting Lots 237-A and 2695, as shown on Map 486 of Land Court Application 1069, and as set forth by Land Court Order No. 95159, filed September 18, 1989, and granted to GRANTOR, 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.

ix. Easement "2278," affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to GRANTOR, 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.

x. Perpetual flight clearance easement, in, over, and above Lot 204-A-2-A-2, as shown on Map 217 of Land Court Application 1069, as set forth by Land Court Order No. 35554, filed July 19, 1972, and Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order no. 5852, filed July 3, 1944, reserved

to GRANTOR in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393.

xi. Right of access, including but not limited to, right to transport, haul and tow aircraft over and along the existing road in Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order no. 5852, filed July 3, 1994, reserved to GRANTOR 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 right to control public and private vehicular traffic on said road during these aircraft transport operations.

xii. Easement 10070 affecting Lot 13073-B was designated, and recorded as Land Court Order No. 178423 on Transfer Certificate of Title 529664 on March 11, 2009 as shown on Land Court Application 1069 Map 1453.

xiii. Easement 6782 affecting Lot 13126-B was designated and recorded as Land Court Order No. 135276 on Transfer Certificate of Title 121822 on May 15, 1999 as shown on Land Court Application 1069 Map 969.

xiv. Easement 6936 affecting Lot 13126-B was designated and recorded as Land Court Order No. 138482 on Transfer Certificate of Title 532712 on March 2, 2000 as shown on Land Court Application 1069 Map 1006.

xv. Lots 13073-B and 13073-D, are subject to Reservation as contained in that certain document filed as Land Court Document No. 87883.

VI. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, CONDITIONS AND RESTRICTIONS, which shall be binding upon and enforceable against GRANTEE, its successors and assigns, in perpetuity:

A. GRANTEE hereby accepts conveyance of the Property subject to all covenants, conditions and restrictions, easements, rights-of-way, reservations, rights, agreements, encumbrances of record pertaining to the Property.

B. GRANTEE covenants that the Property will be used for public benefit as required for a conveyance made without consideration under Section 2855 of the FY 2010 National Defense Authorization Act, (Public Law 111-84).

C. FOST NOTIFICATIONS

i. The FOSTs and FOST Addendum reference environmental conditions on the Property and on other properties not subject to this Deed. The FOST sets forth the basis for GRANTOR's determination that the Property is suitable for transfer. GRANTEE acknowledges that it has been made aware of the notifications contained in the FOST and FOST Addendum, that GRANTEE has received copies of the FOST and FOST Addendum, and that all documents referenced therein have been made available to GRANTEE for inspection and reproduction.

ii. GRANTEE is hereby notified that arsenic, atrazine, bis(2-ethylhexyl) phthalate, 4,4'-DDE (commonly, "dichlorodiphenyldichloroethylene," or 1,1-bis-(4-chlorophenyl)-2,2-dichloroethene), 4,4'-DDT (commonly, "dichlorodiphenyl-trichloroethane" or 1,1-bis-(4-chlorophenyl)-2,2,2-trichloroethane), lead, lindane, and thallium were released in the Regional Groundwater System (POI-49), which lies beneath the property. The chemicals detected were at concentrations that did not require a response action.

D. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)): For the Property, GRANTOR provides the following notice, description, and covenants and retains the following access rights:

i. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):** Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), of the act, is provided in Exhibit A, attached hereto and made a part hereof.

ii. **Description of Remedial Action Taken, If Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):** Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit A, attached hereto and made a part hereof.

iii. **Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):** Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), GRANTOR warrants that:

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed; and

(b) any additional remedial action found to be necessary after the date of this Deed shall be conducted by GRANTOR.

iv. **Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of GRANTOR, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. Such easement and right of access shall be binding on GRANTEE and its successors and assigns and shall run with the land.

In exercising such easement and right of access, GRANTOR shall provide GRANTEE or its successors or assigns, as the case may be, with reasonable notice of GRANTOR's intent to enter upon the Property and exercise GRANTOR's rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. GRANTOR shall use reasonable means to avoid and to minimize interference with GRANTEE's and its successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due GRANTEE, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by GRANTOR.

In exercising such easement and right of access, neither GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against GRANTOR or any officer or employee of GRANTOR based on actions taken by GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by GRANTEE and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

E. Floodplain Notification. To the extent that any portion of the Property lies within a floodplain as defined in section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of that portion of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

F. No Hazard to Air Navigation. GRANTEE covenants for itself, its successors and assigns, that prior to any construction or alteration on the Property,

GRANTEE will obtain a determination of no hazard to air navigation from the Federal Aviation Administration in accordance with Code of Federal Regulations, title 14, part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

G. Non-Discrimination. GRANTEE covenants for itself, its heirs, successors and assigns, and every successor in interest to the Property, or any part thereof, that GRANTEE and such heirs, successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale or lease of the Property or in such parties' employment practices conducted thereon. This covenant shall not apply, however, to the lease, or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises primarily used for religious purposes. GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains an owner of any land or interest therein in the locality of the Property and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

H. Historic Preservation Covenant. GRANTEE hereby covenants on behalf of itself, its successors and assigns, and every successor in interest to the Property hereby conveyed, to protect and maintain the historic properties on Lots 13073-B and 13073-D, described in the attached Exhibit "B" and depicted in the map attached as Exhibit "C" and are hereinafter referred to as the "Historic Properties", in a manner that preserves the attributes that contribute to the eligibility of the said historic properties for the National Register of Historic Places. Such attributes include association with significant events, information potential, design, setting, feeling, and views from, to, and across the historic properties. Grantee, its successors or assigns further agrees to the following;

i. Construction, alteration, rehabilitation, renovation, demolition, disturbance of the ground surface, including but not limited to vegetation clearance, grading, or excavation, or other action to be undertaken on any portion of Lots 13073-B and 13073-D that would materially affect the integrity or the appearance of the attributes of the Historic Properties described in Exhibit "B" shall only be undertaken or permitted after consultation with the Hawaii State Historic Preservation Officer (SHPO) as provided by Hawaii Revised Statutes Chapter 6E (§ 6E-8). Actions that would affect views, including adding new structure site elements such as towers, fences, or obtrusive signs, may also be considered to materially affect the Historic Properties. The GRANTEE shall afford the designated SHPO an opportunity to review all proposed projects and provide recommendations regarding the treatment of known and potential subsurface historic properties.

ii. The GRANTEE shall consult with the SHPO, and all interested parties as designated by the SHPO, prior to taking any proposed action on the Property. GRANTEE is provided notice that the Kapolei Hawaiian Civic Club (KHCC) has requested that the SHPO grant it status as an interested party for proposed actions on

the Property, and also that KHCC has offered to assist GRANTEE with the protection and maintenance of cultural resources on the Property.

iii. The GRANTEE shall take prompt action to secure the Historic Properties from vandalism and will be responsible for any stabilization that may be required to prevent further deterioration from human disturbance or exposure to natural elements. However, stabilization methods and materials must be approved by the SHPO prior to implementation.

iv. The GRANTEE shall allow the SHPO access at all reasonable times and upon reasonable advanced notice to GRANTEE to inspect the said Historic Properties in order to ascertain whether the GRANTEE is complying with the conditions of this historic preservation covenant.

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

vi. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the United States of America or the SHPO may, following reasonable notice to GRANTEE, institute any action to enjoin said violation or to require the restoration of the Historic Properties.

vii. This covenant is binding on the GRANTEE in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE verbatim or by express reference in any deed or other legal instrument by which a fee simple interest or any lesser estate is conveyed in said Historic Properties or any part thereof.

VII. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth herein are a binding servitude on the Property, shall inure to the benefit of GRANTOR and GRANTEE and their respective successors and assigns, and will be deemed to run with the land in perpetuity.

VIII. The term "GRANTOR" shall mean GRANTOR and its successors and assigns.

IX. Except as otherwise provided herein, or as otherwise provided by law, GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions. Except for the environmental remediation which may be required to be undertaken by GRANTOR pursuant to Section VI(D)(iii)(b) above, GRANTEE further acknowledges that GRANTOR shall not be liable

for any latent or patent defects in the property except to the extent required by applicable law.

X. LIST OF EXHIBITS. The following exhibits are attached hereto and made a part hereof.

- A.** Exhibit "A" Notice of Hazardous Substances
- B.** Exhibit "B" Listing of Historic Properties
- C.** Exhibit "C" Archeological Site Map

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, GRANTOR has caused this Deed to be executed in the name and on behalf of GRANTOR by its duly authorized officer on the day first above written.

UNITED STATES OF AMERICA

Acting by and through the Department of the Navy

BY: 

WILLIAM R. CARSILLO
Real Estate Contracting Officer
Base Realignment & Closure Program Management Office West

ACCEPTANCE AND ACKNOWLEDGMENT:

GRANTEE hereby accepts this Deed, acknowledges receipt of the documents described herein and agrees to be bound by all the agreements, covenants, conditions and restrictions contained herein.

HAWAII COMMUNITY DEVELOPMENT AUTHORITY

BY: 

ANTHONY J.H. CHING
Executive Director

Date: 9/21, 2010

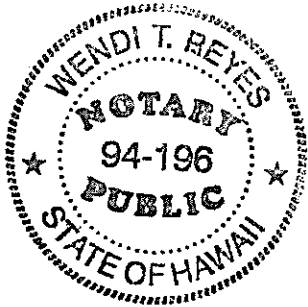
Approved as to form for GRANTEE by the
Department of the Attorney General, State
of Hawaii

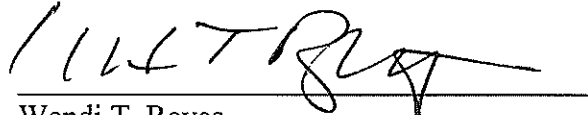
BY: 

Diane Taira
Deputy Attorney General

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

On this 21st day of September, 2010, before me personally appeared ANTHONY J.H. CHING, Executive Director of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, a body corporate and a public instrumentality of the State of Hawaii and that said instrument, this (19) page Quitclaim Deed dated September 21, 2010, was signed in the First Circuit of the State of Hawaii on behalf of said body corporate of the State of Hawaii and acknowledged said instrument to be the free act and deed of said body corporate of the State of Hawaii.




Wendi T. Reyes
Notary Public, State of Hawaii
My commission expires: 3/30/2014

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 9/21/10 before me, THOM O'BRIEN, Notary Public,
(Here insert name and title of the officer)

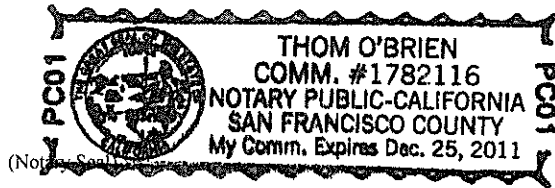
personally appeared WILLIAM R. CARSILO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

Notice is hereby given that the information provided below contains a notice of hazardous substances that may have been stored, released, or disposed of on the property at Former Naval Air Station Barbers Point, and the approximate dates that such storage, release(s), or disposal took place. Title 40 Code of Federal Regulations 373.3(b) requires that the following statement be prominently displayed in this notice. The information in this notice is required under the authority of regulations promulgated under 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act ([CERCLA] or "Superfund") Title 42 of the United States Code 9620(h).

Table A-1: Hazardous Substances Stored, Released, or Disposed of

Building, POI Site, or Location	Hazardous Substance	CAS Number	Regulatory Synonym	RCRA Waste	Reportable Quantity (kg)	Estimated Quantity	Units	Dates of Storage, Disposal, or Release (if known)	Stored (S), Disposed of (D), or Released (R)	Action Taken
POI-49 Regional Groundwater System	Arsenic	7440-38-2	None	No	0.454	Unknown	NA	Unknown	R	No action required. A NFA decision was concurred with by EPA and DOH in 1999 as presented in the Record of Decision (Navy 1999).
	Atrazine	1912-24-9	NA	No	NA	Unknown	NA	Unknown	R	
	bis(2-ethylhexyl)phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl)ester; DEHP;	No	45.4	Unknown	NA	Unknown	R	
	4,4'-DDE (dichlorodiphenyl-dichloroethylene)	72-55-9	Diethylhexyl phthalate	No	0.454	Unknown	NA	Unknown	R	
	4,4'-DDT (dichlorodiphenyl-trichloroethane)	50-29-3	DDE; 4,4'(prime)-DDE	No	0.454	Unknown	NA	Unknown	R	
	Lead	7439-92-1	Benzene, 1,1'-(2,2,2-trichloroethylene)bis (4-chloro-DDT); 4,4'(prime)-DDT.	No	4.54	Unknown	NA	Unknown	R	
	Lindane	58-89-9	None	No	0.454	Unknown	NA	Unknown	R	
	Thallium	7440-28-0	γ-BHC; Cyclohexane, 1,2,3,4,5,6-hexachloro- (1α,2α,3β,4α,5α,6β)-; Lindane(all isomers)	No	454	Unknown	NA	Unknown	R	
				None	No		Unknown	NA	Unknown	

Source: Navy. 1999. "Record of Decision for No Action and Restricted Land Use Sites, Naval Air Station, Barbers Point, Oahu, Hawaii." April.

Notes

- CAS = Chemical Abstracts Service
- DOH = State of Hawaii Department of Health
- EPA = U.S. Environmental Protection Agency
- kg = kilogram
- NA = not available
- Navy = Department of the Navy
- NFA = no further action
- POI = point of interest
- RCRA = Resource Conservation and Recovery Act

Table 2: Notice of Hazardous Substances Stored, Disposed of, or Released

Building, IRP/POI Site, or Location	Hazardous Substance	CAS Number	Regulatory Synonym	RCRA Waste	Reportable Quantity (kg)	Estimated Quantity	Units	Dates of Storage, Disposal, or Release (if known)	Stored (\$), Disposed of (D), or Released (R)	Action Taken
POI-49 Regional Groundwater System	Arsenic	7440-38-2	None	No	0.454	Unknown	NA	Unknown	R	No action required.
	Atrazine	NA	NA	No	NA	Unknown	NA	Unknown	R	A NFA decision was concurred with by EPA and DOH in 1999 as presented in the Record of Decision (Navy 1999).
	bis(2-ethylhexyl)phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl)ester; DEHP; Diethylhexyl phthalate	No	45.4	Unknown	NA	Unknown	R	
	4,4'-DDE (dichlorodiphenyldichloroethylene)	72-55-9	DDE; 4,4(prime)-DDE	No	0.454	Unknown	NA	Unknown	R	
	4,4'-DDT (dichlorodiphenyltrichloroethane)	50-29-3	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis(4) chloro-DDT; 4,4(prime)-DDT.	No	0.454	Unknown	NA	Unknown	R	
	Lead	7439-92-1	None	No	4.54	Unknown	NA	Unknown	R	
	Lindane	58-89-9	γ-BHC; Cyclohexane, 1,2,3,4,5,6-hexachloro-(1α,2α,3β,4α,5α,6β)-; Lindane(all isomers)	No	0.454	Unknown	NA	Unknown	R	
	Thallium	7440-28-0	None	No	454	Unknown	NA	Unknown	R	

Notes:

- CAS = Chemical Abstract Service
- DDE = dichlorodiphenyldichloroethylene
- DDT = dichlorodiphenyltrichloroethane
- DEHP = di(2-ethylhexyl)phthalate
- DOH = State of Hawaii Department of Health
- EPA = U.S. Environmental Protection Agency
- IRP = Installation Restoration Program
- kg = kilogram
- NFA = no further action
- NA = not applicable
- Navy = Department of the Navy
- POI = point of interest
- RCRA = Resource Conservation and Recovery Act

Exhibit "B"

Historic Properties

Site No	Parcel(s)	No. Features	Description	NRHP Criteria
1752	13073-B	42+	Hawaiian habitation/agricultural complex; one feature contains human remains	D
5115	13073-B 13073-D	8	WWII sentry post, wall and defensive features	A,D
5117	13073-B	6	Sisal wall	D
5130	13073-B	x	Sinkhole Complex	D
5114	13073-D	x	WWII Plane Wreck	A, D
1753	13073-B 13073-D	51+	Hawaiian habitation complex; three features contain human remains	D

x = Features present but number unknown

EXHIBIT C

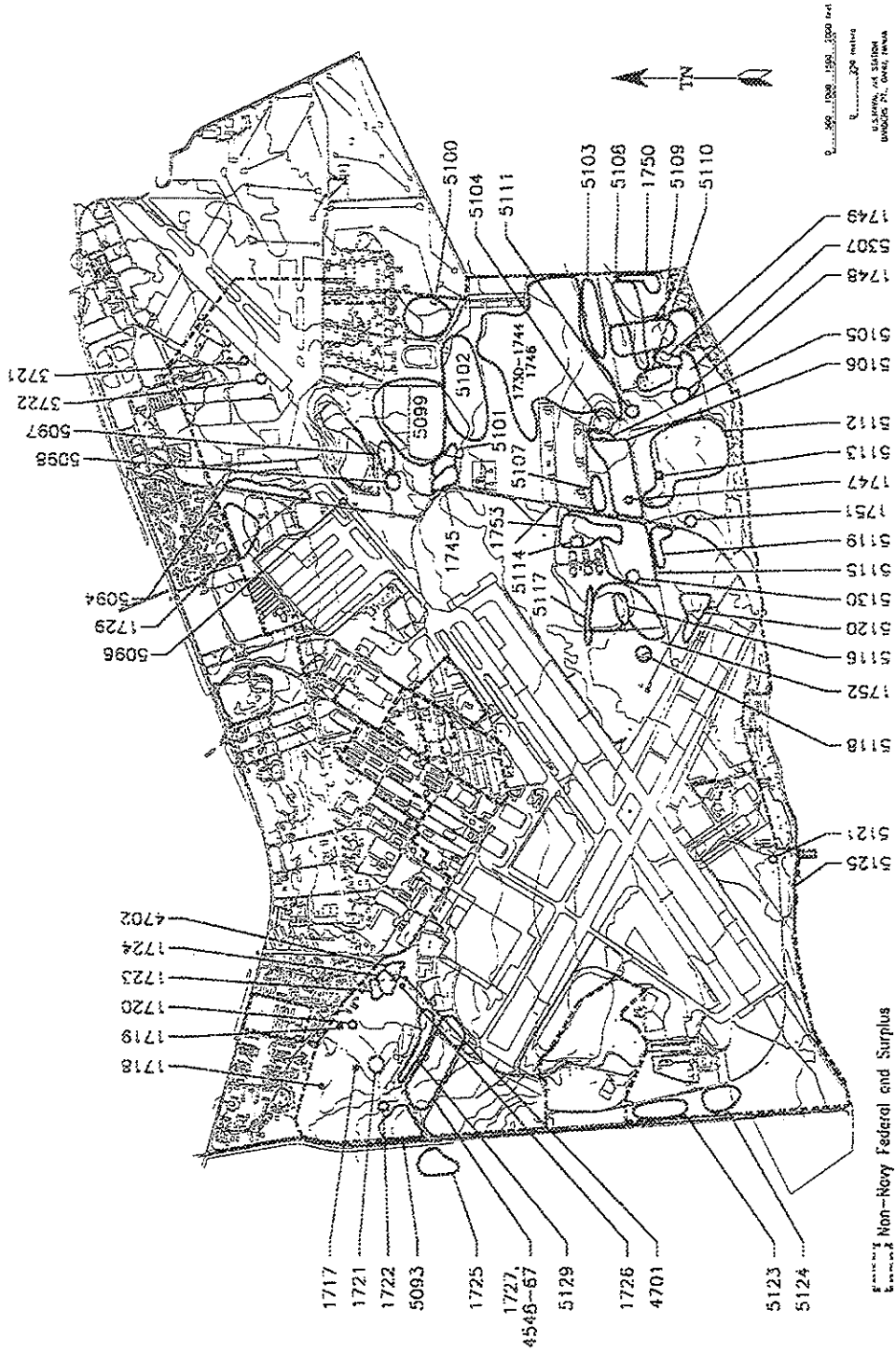


Figure E-2. Archaeological sites, non-Navy federal and surplus lands, NAS Barbers Point.

EXHIBIT C - 13073B AND 13073D

