

K85/A01



October 23, 2007

Mr. Dan Davidson  
Executive Director  
Hawaii Housing Finance and  
Development Corporation  
677 Queen Street, Suite 300  
Honolulu, Hawaii 96818

RECEIVED  
HAWAII HOUSING FINANCE  
DEVELOPMENT CORP  
2007 OCT 24 P 2:37

Dear Dan:

Villages of Kapolei Master Plan

We appreciate your agency's consultation with our affiliate, Kapolei Property Development LLC, in the Hawaii Housing Finance and Development Corporation's ("HHFDC") recent exploration of the development of approximately 26.6 acres of land within the Villages of Kapolei identified by tax map key number 9-1-16:35 (hereinafter referred to as the "Property"). The Property is located south of the intersection of Farrington Highway and Fort Barrette Road and has been referred to as the "Northwest Corner" of the Villages of Kapolei ("Villages").

In way of background, the Villages were acquired by the Hawaii Finance and Development Corporation ("HFDC"), the predecessor in interest to HHFDC, from the Trustees Under the Will and of the Estate of James Campbell, Deceased ("Campbell Estate") pursuant to that certain Kapolei Villages Condemnation Agreement dated April 11, 1989 ("Condemnation Agreement") (see Exhibit 1), which was filed in Land Court as Document No. 1650349 and recorded in the Bureau in Liber 23409, Page 224. The Condemnation Agreement included, *inter alia*, design guidelines setting forth the permitted land uses within the Villages (hereinafter referred to as the "Master Plan") (see Exhibit 2). As outlined in the Master Plan, the Property is intended to be comprised, by land area, of approximately twenty-five percent (25%) church use, twenty-five percent (25%) commercial use, and fifty percent (50%) assisted living and elderly housing use. As further provided in the Condemnation Agreement, the designated uses for the Property could be modified "so long as the basic character and mix of uses within the Property remain substantially the same." (see Section 2 of the Condemnation Agreement). These use restrictions are also set forth in the Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei, which were initially recorded by HFDC pursuant to Section 3 of the Condemnation Agreement. The rights of Campbell Estate under the Condemnation Agreement are now held by James Campbell Company LLC, its successor in interest.

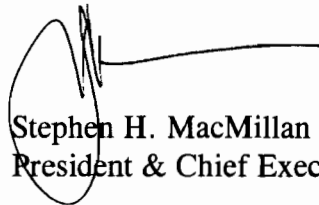
As HHFDC continues with its land planning, we expect the character and mix of uses within the Property to remain substantially the same as those set forth in the Master Plan. The

Mr. Dan Davidson  
Executive Director  
Hawaii Housing Finance and  
Development Corporation  
October 23, 2007  
Page 2

agreed-upon land uses were not only the basis for the conveyance value of the land, but they also reflect uses planned for and needed across the Kapolei region.

If you have any questions or concerns, please contact Dave Rae at 674-3117.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

Stephen H. MacMillan  
President & Chief Executive Officer

mga:00001900\K10143

Attachments

HOUSING FINANCE AND DEVELOPMENT CORPORATION  
CAMPBELL ESTATE

KAPOLEI VILLAGE CONDEMNATION AGREEMENT

HOUSING FINANCE AND DEVELOPMENT CORPORATION-CAMPBELL ESTATE

KAPOLEI VILLAGE CONDEMNATION AGREEMENT

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EXHIBITS

- Exhibit A - Condemnation Letter
- Exhibit B - Description of Property
- Exhibit C - Additional Property
- Exhibit D - Condemnation Letter for Additional Property

HOUSING FINANCE AND DEVELOPMENT CORPORATION-CAMPBELL ESTATE

KAPOLEI VILLAGE CONDEMNATION AGREEMENT

This Agreement is made effective as of the 14<sup>th</sup> day of April, 1989 by and between the STATE OF HAWAII by its Board of Land and Natural Resources ("STATE"); HOUSING FINANCE AND DEVELOPMENT CORPORATION ("HFDC"), a public body and a body corporate and politic; the STATE OF HAWAII DEPARTMENT OF TRANSPORTATION, an executive department of the State of Hawaii ("DOT"); and F. E. TROTTER, INC., W. H. McVAY, INC., P. R. CASSIDAY, INC., and H. C. CORNUELLE, INC., all Hawaii professional corporations, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, ("Estate") acting in their fiduciary and not in their individual corporate capacities. The STATE, HFDC, DOT and Estate agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the acquisition by the STATE through its condemnation powers of approximately 830 acres of certain land (the "Property") currently owned by Estate and located on the easterly side of the Barbers Point Access Road in the Ewa area on the Island of Oahu. The Property is under threat of condemnation by the STATE pursuant to that certain letter dated September 1, 1988, a copy of which is attached hereto as Exhibit A. The Property is more specifically identified in Exhibit B attached hereto. In order to avoid lengthy condemnation proceedings the STATE, HFDC and Estate have agreed that (a) Estate will convey the Property to the STATE in fee simple by way of a Deed under Threat of Condemnation, and (b) the STATE through HFDC will develop or cause to be developed housing upon portions of the acquired Property under a mixed use concept pursuant to HFDC's powers under H.R.S. Chapter 201E and Act 15, Haw. Sess. Laws 1988, and in accordance with the terms, covenants and conditions set forth herein. In the alternative, condemnation may be filed, incorporating the terms herein.

2. Design Guidelines. Estate has assisted in reviewing a plan for the Property, a copy of which is dated October 1988, and on file at the offices of HFDC (the Design Guidelines hereinafter referred to as the "Master Plan"). The improvements to the Property shall be in accordance with the Master Plan provided, however, (i) that in the event the Master Plan conflicts with Estate's plan for land owned by Estate located to the west of the Property ("Kapolei Town Center"), the Master Plan shall control; (ii) otherwise, the Master Plan will be used as a guide, and may be modified so long as the

basic character and mix of uses within the Property remain substantially the same.

3. Architectural Standards; CC&Rs. The Property will also be developed in accordance with architectural standards comparable to those discussed and illustrated in HFDC's Design Guidelines as may be amended from time to time and thereafter maintained in accordance with conditions, covenants and restrictions (the "CC&Rs") developed by HFDC. To accomplish the foregoing, HFDC will consult with Estate in the preparation of such architectural standards and CC&Rs, will conduct any development and maintenance performed on the Property on HFDC's own behalf in conformance with such architectural standards and CC&Rs, and will execute, file in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and thereafter enforce a Declaration subjecting the Property to such architectural standards and CC&Rs prior to conveying the Property, any portion thereof or any interest therein to a third party. In addition to the foregoing, HFDC will develop (or cause to be developed) the portion of the Property located at the corner of Farrington Highway and Barbers Point Access Road consisting of approximately eight acres and designated for commercial use in the Master Plan (the "Commercial Site") in accordance with plans and specifications to be reviewed in advance by the Kapolei Architecture and Design Committee (consisting of representatives of the Estate and HFDC) with final decision and approval by HFDC. Said review shall be deemed to be completed within three weeks of submittal. In no event shall development of any drugstore or supermarket in excess of 5,000 square feet be commenced on the Commercial Site within two and 1/2 years from the date of this Agreement. Said restriction shall terminate thereafter.

4. Conveyance. Within 30 days from date of this Agreement, Estate shall convey the Property to the STATE by a Deed under Threat of Condemnation containing the Estate's usual warranties, in fee simple, free and clear of all liens and encumbrances except (i) as shown in Exhibit B, (ii) for future utility, drainage and access easements required by Estate for the benefit of nearby lands or developments, provided such easements do not substantially interfere with the STATE's intended use of the Property as determined by HFDC, and (iii) as elsewhere set forth herein. The Estate shall convey the Property to the STATE upon full payment of the purchase price. Deeds to homeowners from HFDC and/or its designated developers will not be encumbered by this Agreement, provided that the mutually agreed upon architectural standards and CC&Rs referenced in paragraph 3 above are recorded and are encumbrances in such deeds to homeowners. In the alternative, the Final Order of Condemnation shall reflect the above.

5. Governmental Approvals. HFDC shall obtain all governmental approvals for the subdivision and development of the Property. Estate makes no representations concerning land use classification or zoning changes or HFDC's ability to use the Property for HFDC's intended use. Estate shall fully cooperate with HFDC to acquire all necessary government approvals. Estate shall also designate HFDC its agent to obtain said government approvals for the Property. Estate, in so cooperating, will not be required to dedicate or surrender any rights to the Property or other Estate properties except as otherwise required by this Agreement.

6. Condemnation Price. The condemnation price for the Property in fee simple shall be \$16,100,000.00, which the STATE shall pay to Estate in cash upon filing of the Deed under Threat of Condemnation in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

7. Additional Property. The STATE will, at the time it acquires the Property, also acquire an additional fifty-eight (58) acres adjacent to the Master Plan's golf course and more particularly described in Exhibit C attached hereto for a unit price of no greater than \$19,400 an acre. This additional property is also under threat of condemnation by the State pursuant to that certain letter dated March 28, 1989, a copy of which is attached as Exhibit D.

8. Transportation Improvements; Ewa Parkway.

a. Estate and HFDC shall cooperate in funding and constructing the necessary transportation improvements to Barbers Point Access Road, Farrington Highway, the intersection of Barbers Point Access Road and Farrington Highway, and the Makakilo Interchange of Interstate Freeway H-1 to mitigate impacts from their respective developments at Kapolei Town Center and on the Property. The cost of said transportation improvements shall be shared among Estate, HFDC, adjoining landowners and developers and/or other Federal, State and County agencies as determined by the DOT. These improvements shall be implemented on a schedule acceptable to and approved by the DOT. These costs shall be assessed among Estate, HFDC, and adjoining landowners and developers on a basis of pro rata usage, taking into account both present and future use, as determined by the DOT.

b. The Master Plan includes a 150 feet wide roadway ("Ewa Parkway") running west to east from the vicinity of Kalaeloa Road eastward to Fort Weaver Road through the Property but serving and benefiting, in part, Kapolei Town Center. The



portions of the Ewa Parkway running through the Property shall be constructed by HFDC at a time consistent with its construction schedule, it being understood by HFDC and the Estate that HFDC will only construct a 56-foot wide portion of the Ewa Parkway through the Property. Estate may build, at its sole option, the remaining 94-foot wide portion of the Ewa Parkway through the Property at its own expense at any time. In the event that HFDC constructs its portion of the Ewa Parkway through the Property prior to Estate constructing its portion, Estate agrees that it will reimburse HFDC for any and all damage to the HFDC portion of the Ewa Parkway caused by the Estate's construction of its portion of the Ewa Parkway. HFDC shall construct its portion of the Ewa Parkway to integrate with the overall plan for the Ewa Parkway. Construction plans and Estate's schedule for constructing the Estate's portion of Ewa Parkway shall be subject to HFDC's prior review and approval, which shall not be unreasonably withheld or delayed.

9. Other Infrastructure and Utilities; Cost Sharing. Subject to all applicable governmental regulations and required approvals, Estate will allocate at no cost to HFDC up to 175,000 gallons of potable water per day from its allocation at the Makakilo well for HFDC's development of the Property. Estate and HFDC shall cooperate at their joint expense in constructing a new water tank and potable water transmission line serving Kapolei Town Center and the Property; provided, however, that until such new water tank is constructed, Estate shall allow HFDC to use the water storage facility known as Barbers Point Reservoir 215. Estate and HFDC shall share in the cost of the new water tank and potable water transmission line on a pro rata basis, based on their consumption of water from the water tank and transmission line. HFDC shall be responsible at its sole expense for constructing drainage improvements on the Property. Any necessary sewer trunklines between Honouliuli and Barbers Point Access Road will be coordinated and the costs therefor equitably allocated between Estate, HFDC and other owners and developers of adjacent lands benefited by such sewer trunklines. All other infrastructure and utilities for developing and using the Property shall be HFDC's obligation and expense.

10. Oahu Sugar Company, Limited. The Property is currently leased to Oahu Sugar Company, Limited ("OSC"). HFDC agrees to pay all damages legally compensable as a result of such condemnation, including, without limitation, any crop losses (including loss of income) and damages suffered by OSC, and any costs and expenses of relocating any OSC facilities such as irrigation lines and cane haul roads. HFDC will coordinate condemnation with OSC to ensure that OSC's remaining sugar operation remains operable and to minimize the impact on

OSC facilities. The State shall not be liable for other costs incurred by or to be incurred by the Estate. All income earned under the OSC lease, including minimum and percentage lease rent, shall be prorated between the Estate and the State as of the date of condemnation, regardless of the actual date of receipt of such income. By way of example, if the date of filing the Deed under Threat of Condemnation falls on the first anniversary of a two year crop cultivation cycle, and the percentage rent is calculated and paid by OSC subsequent to the subject two year crop cultivation cycle, then in such event the Estate will be entitled to receive fifty percent (50%) of the percentage rent earned on the subject crop.

11. Right of Entry. Prior to closing, HFDC may enter onto the Property from time to time only to conduct surveys, soils tests and other planning work as is reasonable and necessary in connection with the STATE's anticipated acquisition of the Property from Estate; provided, however, that at all times during such entries onto the Property, it is understood that HFDC shall, subject to the applicable provisions of Chapters 661 and 662, Hawaii Revised Statutes, be liable in the same manner and to the same extent as a private individual under like circumstances, for all claims and demands for property damage, loss, personal injury or death on the Property caused by the negligent or wrongful act or omission of any officer or employee of HFDC while acting within the scope of his office or employment, including persons acting in behalf of HFDC in an official capacity, temporarily, whether with or without compensation. This section shall not make HFDC liable for any independent contractor with HFDC; provided that HFDC shall require any such independent contractor to procure and maintain in full force and effect liability insurance against any liability that may arise from entries by such contractor, with such liability insurance naming HFDC and Estate as additional insureds and having bodily injury policy limits of not less than \$1 million per person and \$3 million per occurrence and property damage policy limits of not less than \$500,000 per occurrence. The STATE and HFDC specifically agree not to construct any improvement on the Property until the STATE has acquired fee title to the same or has obtained possession pursuant to the condemnation action.

12. Acceptance of Property. The STATE and HFDC shall accept the Property "as is" in accordance with the terms of this Agreement and subject to encumbrances expressly contemplated hereby or in the Master Plan, and any encumbrances accepted by the STATE and HFDC or those claiming under the STATE and HFDC.

13. Termination of Agreement. To the extent the STATE does not acquire the Property pursuant to its threat of condemnation or in accordance with this Agreement, HFDC shall make available to Estate without charge the Master Plan materials. It is expressly understood that the STATE reserves the right to acquire the Property by eminent domain.

14. Costs. Each party shall pay its own attorneys' fees and court costs. Estate shall pay for the cost of the preliminary title report on the Property. STATE shall pay all costs for any title insurance requested by STATE at closing. Except as specifically provided herein, STATE shall be responsible for paying all other costs associated with acquiring, developing and using the Property, including, without limitation, the costs of preparing the Master Plan and Deed under Threat of Condemnation delineating any required easements, and processing subdivision and land use applications through all State or County agencies, including the Land Court of the State of Hawaii, excluding, however, any cost incurred or to be incurred by the Estate.

15. Prorations. Real property taxes and all assessments and other expenses with respect to the Property shall be prorated as of the date of filing the Deed under Threat of Condemnation and other required documents with the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

16. Notices. All communications hereunder will be in writing and shall be deemed duly communicated when sent by certified or registered mail, postage prepaid, addressed:

If to Estate:

The Estate of James Campbell  
828 Fort Street Mall, Suite 500  
Honolulu, Hawaii 96813  
Attention: Chief Executive Officer

with a copy to:

Carlsmith, Wichman, Case,  
Mukai and Ichiki  
2200 Pacific Tower  
Bishop Square  
1001 Bishop Street  
Honolulu, Hawaii 96813  
Attention: Patricia Devlin, Esq.

If to HFDC:

Housing Finance and Development Corporation  
1002 North School Street  
Honolulu, Hawaii 96817

with a copy to:

Department of the Attorney General  
Land/Transportation Division  
465 South King Street, Room 300  
Honolulu, Hawaii 96813  
Attention: Johnson H. Wong, Esq.

If to DOT:

Department of Transportation  
869 Punchbowl Street  
Honolulu, Hawaii 96813

If to STATE:

Department of Land and Natural Resources  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

or, in each case, to any address as may hereunder have been designated most recently. Any communications so mailed shall be deemed delivered four (4) business days after mailing.

17. Time of Essence. Time is of the essence in this Agreement.

18. Exhibits. All Exhibits attached hereto are made a part hereof.

19. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties and replace any prior written or oral agreement of the parties with respect to the matters set forth herein.

20. Amendments. Any amendments to this Agreement shall be in writing and signed by the parties hereto.

21. Construction; Paragraph Headings. The use of any pronoun herein shall include any and all pronouns and the singular shall include the plural and vice versa, as the context may require. Paragraph headings are inserted only for convenience in reference.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Hawaii.

23. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

24. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provisions hereof against any party as drafter.

25. Benefit; Liability. This Agreement and all of the terms, covenants and conditions hereof shall extend to the benefit of and be binding upon the respective successors in trust and permitted assigns of the parties hereto. Any liability which may arise as a consequence of the execution of this instrument by or on behalf of the Trustees Under the Will and of the Estate of James Campbell, Deceased, shall be a liability of the Estate of James Campbell and not the personal liability of any trustee, corporate officer of a trustee, or employee of the Estate of James Campbell.

26. Authority to Execute. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to so bind and if such party is a partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

27. Survival. The agreements and obligations of the parties hereunder shall survive closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

HOUSING FINANCE AND DEVELOPMENT CORPORATION

By [Signature]  
Its Executive Director

"HFDC"

TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities

F. E. TROTTER, INC.

By \_\_\_\_\_  
Its President

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION

By [Signature]  
Its Director

"DOT"

W. H. McVAY, INC.

By [Signature]  
Its President

STATE OF HAWAII

By [Signature]  
Its CHAIRPERSON AND MEMBER  
Board of Land and  
Natural Resources

And By [Signature]  
Its Member  
Board of Land and  
Natural Resources

F. R. CASSIDAY, INC.

By [Signature]  
Its President

H. C. CORNUELLE, INC.

By [Signature]  
Its President

APPROVED BY THE BOARD OF LAND AND NATURAL RESOURCES AT ITS MEETING HELD ON

July 22, 1988

APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General

"Estate"

CARLSMITH, WICHMAN, CASE,  
MUKAI AND ICHIKI

APPROVED AS TO FORM:

[Signature]  
IVAN LUI-KWAN  
PAT DEVLIN

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

On this 6th day of July, 1989, before me appeared ~~Fred E. Trotter~~, W. H. McVay, P. R. Cassidy and H. C. Cornuelle, to me personally known, who, being by me duly sworn did say that ~~Fred E. Trotter~~, W. H. McVay, P. R. Cassidy and H. C. Cornuelle are President, sole shareholder and sole director of ~~F. E. TROTTER, INC.~~, W. H. McVAY, INC., P. R. CASSIDAY, INC. and H. C. CORNUELLE, INC., respectively, Hawaii professional corporations and Trustees under the Will and of the Estate of James Campbell, Deceased; that the foregoing instrument was signed by each of the persons listed as appearing before me in the respective capacity above indicated (that is, as President of a Hawaii professional corporation which is a Trustee); that said corporations are corporations without seals; that the President of each and every corporation which is a signatory hereto acknowledged that the aforesaid instrument was signed on behalf of said corporation with the authority of the sole shareholder and director and as the free act and deed of said corporation as such Trustee.

eh  
n.p.  
eh  
n.p.  
eh  
n.p.

Lydia L. Hannemann  
Notary Public, State of Hawaii

My Commission expires: Feb. 11, 1992

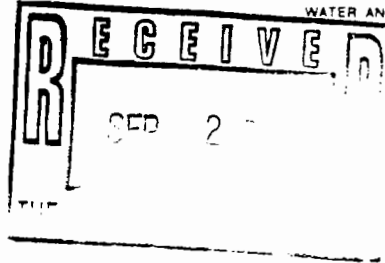


LIBERT K. LANDGRAF  
DEPUTY

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
P. O. BOX 621  
HONOLULU, HAWAII 96809

AQUACULTURE DEVELOPMENT PROGRAM  
AQUATIC RESOURCES CONSERVATION AND ENVIRONMENTAL AFFAIRS  
CONSERVATION AND RESOURCES ENFORCEMENT  
CONVEYANCES  
FORESTRY AND WILDLIFE LAND MANAGEMENT  
STATE PARKS  
WATER AND LAND DEVELOPMENT

SEP 1 1988



The Estate of James Campbell  
828 Fort Street Mall  
Suite 500  
Honolulu, Hawaii 96813

Attention: Chief Executive Officer

Gentlemen:

Subject: Proposed Acquisition of Campbell Estate Lands, Honouliuli, Ewa, Oahu

For the past year or so, the State of Hawaii has been planning the acquisition of some 830 acres of Campbell Estate lands situate at Honouliuli, Ewa, Oahu for the proposed development of the Kapolei Village project.

As you know, the area in question is located makai of Farrington Highway, north of Barbers Point Naval Air Station and directly east of your proposed Kapolei Town Center development. Attached is a map and metes and bounds description of this 830 acres.

As part of the State's proposed development, the Board of Land and Natural Resources at its July 22, 1988 meeting, agenda Item F-9 (copy attached) authorized the acquisition by either negotiation or condemnation of the subject 830 acres including certain other Honouliuli lands owned by Campbell Estate.

This is to formally notify you that the State will initiate condemnation action to acquire the 830 acres unless satisfactory agreement can be reached to purchase this property for a sum of Sixteen Million One Hundred Thousand (\$16,100,000.00) Dollars.

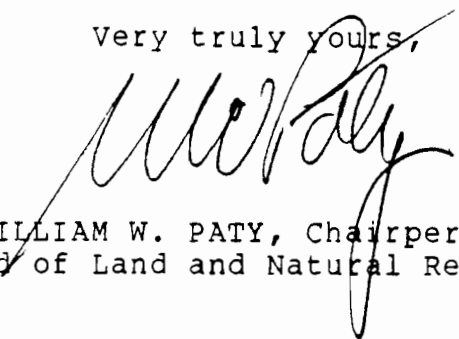
Also, we understand that the entire area is presently under lease to Oahu Sugar Company for sugar cane cultivation purposes. Please furnish us with a copy of the lease(s) covering this area.



The Estate of James Campbell  
Page Two

We would appreciate receiving a response within thirty (30) days from date of this letter.

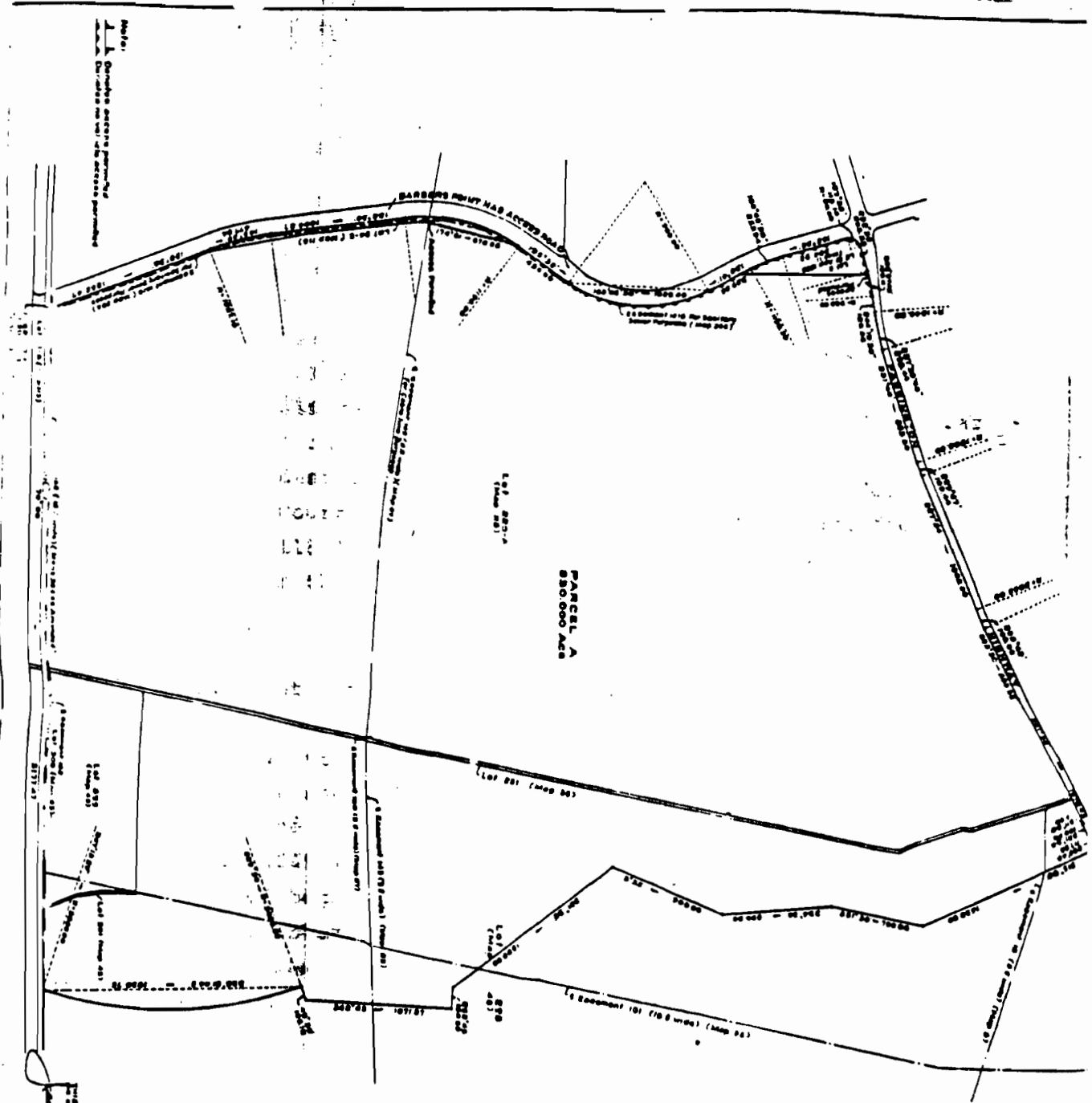
Very truly yours,



WILLIAM W. PATY, Chairperson  
Board of Land and Natural Resources

Attachment

cc: Mr. J. Douglas Ing  
Mr. Moses Kealoha  
Housing Finance and Development  
Corporation  
Office of State Planning



Note:  
 1. 1. Boundary between parcels  
 2. 2. Boundary between parcels

PARCEL A  
 80,000 ACRES



*[Handwritten signature]*  
 Surveyor

MAP SHOWING  
 PARCEL A  
 BEING LOTS 64-C, 64-E, 820-A, 821, 822,  
 800 AND 801 AND PORTION LOT 899  
 LAND COUNTY APPLICATION 1088  
 AND LOT 8, LAND COURT APPLICATION 1088  
 AT HONOLULU, EWA, OAHU, HAWAII  
 SCALE: 1"=1000 FT  
 Walter P. Thompson, Inc

773 A North  
 820 101-102

EXHIBIT B

DESCRIPTION OF PARCEL A

ALL that certain piece of parcel of land being Lots 84-C, 84-E, 220-A, 221, 299, 300 and 301 and a portion of Lot 298 as shown on Maps 118, 36 and 45 respectively of Land Court Application 1069 and Lot 2 as shown on Map 1 of Land Court Application 1828 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and being a portion of the lands described in Owners Certificate of Title No. 15,790 (Land Court Application 1069) and Transfer Certificate of Title No. 118,117 (Land Court Application 1828) issued to the Trustees under the Will and of the Estate of James Campbell, deceased.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the southwest corner of this parcel of land being also the southeast corner of the Barbers Point NAS Access Road and on the northerly side of Exclusion 2 of Land Court Application 1069 (Railroad Right-of-Way) the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 18,623.87 feet South and 1,502.92 feet East and thence running by azimuth measured clockwise from true South:

28. 138° 30' 1252.47 feet along Barbers Point NAS Access Road;

Thence along Barbers Point NAS Access Road on a curve to the right with a radius of 1957.19 feet, the chord azimuth and distance being

29. 145° 30' 477.04 feet;

30. 152° 30' 1006.27 feet along Barbers Point NAS Access Road;

Thence along Barbers Point NAS Access Road on a curve to the right with a radius of 1190.00 feet, the chord azimuth and distance being

31. 174° 01' 872.92 feet;

partially  
RELEASED BY DOC-  
DATED 8/9/90  
12/13/90  
9/15/92  
3/15/93  
6/03/93  
12/14/93  
8/14/95

32. 195° 32' 454.02 feet along Barbers Point NAS Access Road;

Thence along Barbers Point NAS Access Road on a curve to the left with a radius of 960.00 feet, the chord azimuth and distance being

33. 163° 06' 30" 1029.49 feet;

34. 130° 41' 359.56 feet;

Thence along Barbers Point NAS Access Road on a curve to the right with a radius of 1190.00 feet, the chord azimuth and distance being

35. 136° 48' 30" 253.94 feet;

36. 142° 56' 504.95 feet along Barbers Point NAS Access Road;

Thence along the southeast intersection of Barbers Point NAS Access Road and Farrington Highway on a curve to the right with a radius of 80.00 feet, the chord azimuth and distance being

37. 187° 56' 113.14 feet;

38. 232° 56' 203.55 feet along Farrington Highway;

Thence along Farrington Highway on a curve to the right with a radius of 988.00 feet, the chord azimuth and distance being

39. 238° 37' 45" 196.11 feet;

40. 244° 19' 30" 126.56 feet along Farrington Highway;

Thence along Farrington Highway on a curve to the left with a radius of 1340.00 feet,

the chord azimuth and distance  
being

41. 237° 59' 45" 295.44 feet;

42. 231° 40' 855.50 feet along Farrington Highway;

Thence along Farrington  
Highway on a curve to the left  
with a radius of 1665.00 feet,  
the chord azimuth and distance  
being

43. 229° 47' 109.44 feet;

44. 227° 54' 1095.00 feet along Farrington Highway;

Thence along Farrington  
Highway on a curve to the left  
with a radius of 2085.00 feet,  
the chord azimuth and distance  
being

45. 225° 42' 160.08 feet;

46. 223° 30' 590.36 feet along Farrington Highway;

47. 221° 50' 1076.43 feet along Farrington Highway;

48. 311° 50' 5.00 feet along Farrington Highway;

49. 221° 50' 100.00 feet along Farrington Highway;

Thence along Farrington  
Highway on a curve to the left  
with a radius of 2894.79 feet,  
the chord azimuth and distance  
being

50. 220° 40' 117.88 feet;

51. 315° 00' 1430.00 feet along the remainder of Lot  
298, Ld. Ct. App. 1069;

52. 351° 30' 700.00 feet along the remainder of Lot  
298, Ld. Ct. App. 1069;

53. 334° 30' 800.00 feet along the remainder of Lot  
298, Ld. Ct. App. 1069;

- 54. 3° 35' 900.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
- 55. 301° 30' 1500.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
- 56. 252° 45' 150.50 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
- 57. 342° 45' 1071.27 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
- 58. 49° 30' 126.12 feet along the remainder of Lot 298, Ld. Ct. App. 1069;

Thence along the remainder of Lot 298, Ld. Ct. App. 1069 on a curve to the right with a radius of 3000.00 feet, the chord azimuth and distance being

- 59. 338° 21' 44.5" 1939.78 feet;
- 60. 70° 00' 5177.47 feet along Exclusion 2, Ld. Ct. App. 1069 (Railroad Right-of-Way) to the point of beginning and containing an area of 830.000 acres.

SUBJECT, HOWEVER, to the following:

- A. Restriction of vehicular access along courses 1 through 12 of the above described parcel of land except as shown on Map 118 affecting Lots 84-C and 220-A of Land Court Application 1069.
- B. Portion of Easement 15 (5-foot wide) affecting Lot 298 of Land Court Application 1069 as shown on Map 3.
- C. Portion of Easement 143 (5-foot wide) affecting Lot 298 of Land Court Application 1069 as shown on Map 65.
- D. Easement 149 (5-foot wide) affecting Lot 220-A of Land Court Application 1069 as shown on Map 67.
- E. Easement 150 (50-foot wide) affecting Lot 221 of Land Court Application 1069 as shown on Map 67.

- F. Portion of Easement 191 (10-foot wide) affecting Lots 298, 299, 300 and 301 of Land Court Application 1069 as shown on Map 88.
- G. Portion of Easement 182 (15-foot wide) affecting Lots 220-A, 298, 300 and 301 of Land Court Application 1069 as shown on Maps 36 and 45 (Amended).
- H. Easement 1415 affecting Lot 220-A of Land Court Application 1069 as shown on Map 395.
- I. Easement 1416 affecting Lots 84-C, 84-E and 220-A of Land Court Application 1069 as shown on Map 395.
- J. Any and all recorded or unrecorded encumbrances which may be shown by a Title Report.

EXHIBIT C

ADDITIONAL PROPERTY

(DESCRIPTION OF PARCEL 2)

ALL that certain piece or parcel of land being a portion of Lot 298 of Land Court Application 1069 as shown on Map 45 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and being a portion of the lands described in Owners' Certificate of Title No. 15,790 issued to the Trustees under the Will and of the Estate of James Campbell, deceased.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the north corner of this parcel of land and on the southeasterly side of Farrington Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 9882.09 feet South and 2605.63 feet East and thence running by azimuths measured clockwise from true South:

1. 310° 55' 40" 2832.56 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
2. 342° 45' 2311.23 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
3. 72° 45' 150.50 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
4. 121° 30' 1500.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
5. 183° 35' 900.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
6. 154° 30' 800.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;



7. 171° 30' 700.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069;
8. 135° 00' 1430.00 feet along the remainder of Lot 298, Ld. Ct. App. 1069 to the point of beginning and containing an area of 58.001 acres.

SUBJECT, HOWEVER, to the following:

A. Portion of Easement 15 (5-foot wide) as shown on Map 3 over and across the northerly boundary of the above described parcel of land.

B. Portion of Easement 191 (10-foot wide) as shown on Map 88 over and across the southerly boundary of the above described parcel of land.

C. Any and all recorded or unrecorded encumbrances which may be shown by a Title Report.



LIBERT K. LANDGRAF  
DEPUTY

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
P O BOX 621  
HONOLULU, HAWAII 96809

AQUACULTURE DEVELOPMENT  
PROGRAM  
AQUATIC RESOURCES  
CONSERVATION AND  
ENVIRONMENTAL AFFAIRS  
CONSERVATION AND  
RESOURCES ENFORCEMENT  
CONVEYANCES  
FORESTRY AND WILDLIFE  
LAND MANAGEMENT  
STATE PARKS  
WATER AND LAND DEVELOPMENT

March 28, 1989

The Estate of James Campbell  
328 Fort Street Mall  
Suite 500  
Honolulu, Hawaii 96813

Attention: Clinton R. Churchill,  
Chief Executive Officer

Gentlemen:

Re: Proposed Acquisition of Campbell Estate  
Lands, Honouliuli, Ewa, Oahu

For the past year or so, the State of Hawaii has been planning the acquisition of some 58 acres of Campbell Estate lands situate at Honouliuli, Ewa, Oahu, adjacent to the Campbell Estate lands to be condemned by the State for the proposed development of the Kapolei Village project.

As you know, the area in question is within the area generally known as East Kapolei, located makai of Farrington Highway, north of Barbers Point Naval Air Station and east of your proposed Kapolei Town Center development and the State's proposed Kapolei Village development. Attached is a map and metes and bounds description of this 58 acres.

As part of the State's proposed development, the Board of Land and Natural Resources at its July 22, 1988 meeting, agenda Item F-9, authorized the acquisition by either negotiation or condemnation of East Kapolei, including the subject 58 acres.

This is to formally notify you that the State will initiate condemnation action to acquire the 58 acres unless satisfactory agreement can be reached to purchase this property for a sum of One Million One Hundred Twenty-Five Thousand Two Hundred and No/100 (\$1,125,200.00) Dollars.


EXHIBIT D

The Estate of James Campbell  
March 28, 1989  
Page 2

Also, we understand that the entire area is presently under lease to Oahu Sugar Company for sugar cane cultivation purposes. Please furnish us with a copy of the lease(s) covering this area.

We would appreciate receiving a response within thirty (30) days from date of this letter.

Very truly yours,



WILLIAM W. PATY, Chairperson  
of the Board of Land and  
Natural Resources

RYKY:am  
Attachment

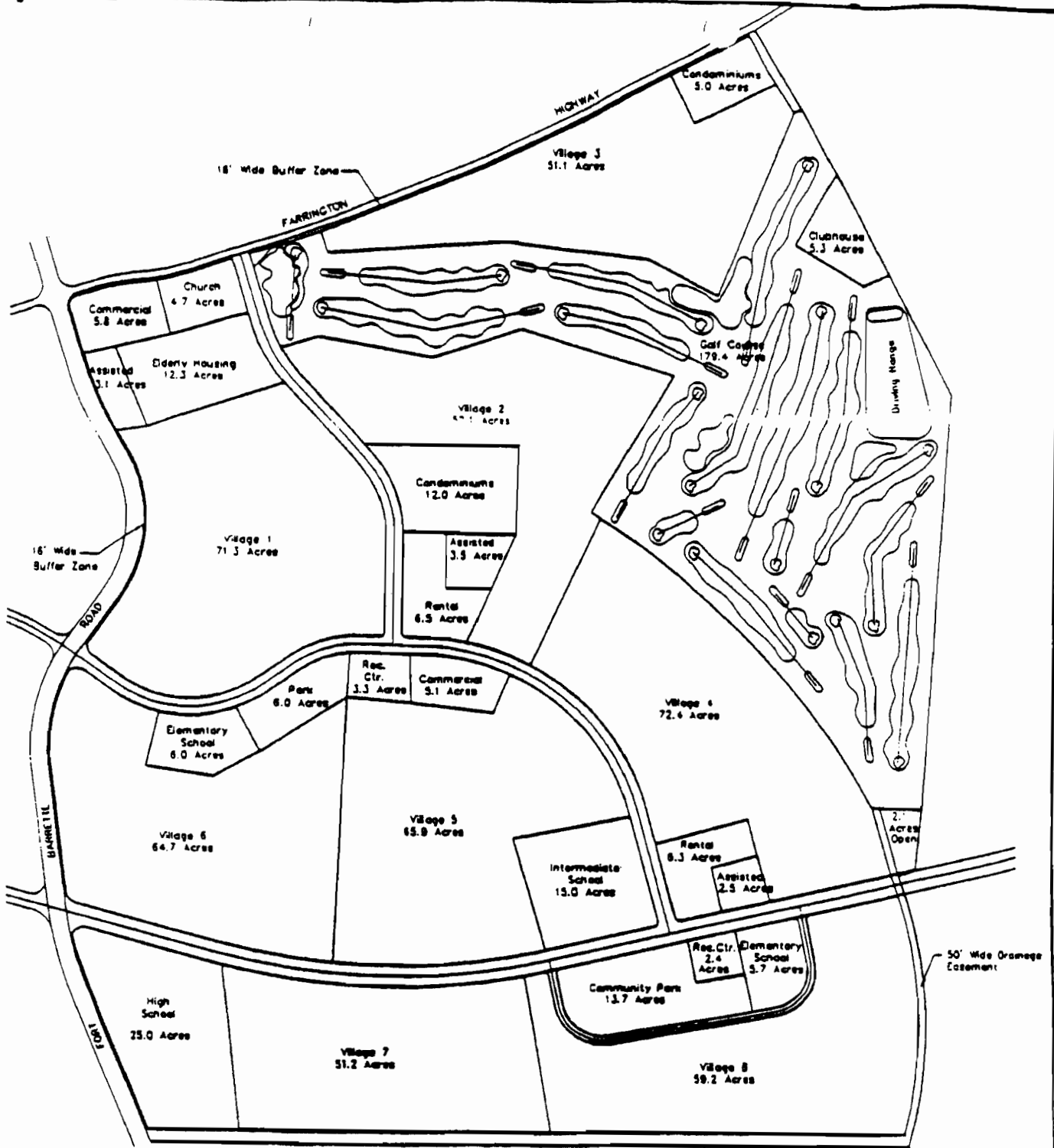
cc: Housing Finance and Development  
Corporation  
Office of State Planning

The signature below indicates that F. E. Trotter, Inc., although not available at time of signing, fully concurs with fellow trustees' execution of "Housing Finance and Development Corporation-Campbell Estate, Kapolei Village Condemnation Agreement" dated April 11, 1989.

F. E. TROTTER, INC.

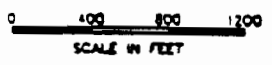
By Fred E. Trotter  
Its President

Date 4/17/89



**SUMMARY OF LAND USES**

LAND USE	ACREAGE
Roads	48.4
Easements/Buffer Zone	17.7
Villages (8)	487.9
Rentals (2)	12.8
Assisted (3)	9.1
Elderly	12.3
Condominiums	12.0
Commercial (2)	10.9
Church	4.7
Community Park	13.7
Recreation Center	6.0
Elementary School (2)	11.7
Intermediate School	15.0
High School	23.0
Recreation Center	5.7
Clubhouse	5.3
Golfcourse	179.3
Open	2.1
<b>TOTAL</b>	<b>884.7</b>



# THE VILLAGES OF KAPOLEI

## LAND USE PLAN

TAX MAP KEY: 9-1-16: 23 & POR. 25  
R. M. TOWELL CORPORATION  
AUGUST 1989