

## **Appendix A**

### **Glossary**

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## Glossary

Accepting authority	In the case of applicant actions, the agency that initially received and agreed to process the request for approval, that makes the determination that the Environmental Impact Statement fulfills the requirements for acceptance (Hawaii Administrative Rules 11-200.1-2).
Acquisition	The procurement of an interest in land by one entity from another.
Basaltic lava	A type of lava that erupted from a volcano or fissure in Earth's surface, cooled, and solidified.
Boresight	A type of telemetry equipment that works in conjunction with antenna(e) and assists with aim.
Command/control	A set of organizational and technical attributes and processes established to solve problems and accomplish a specified mission.
Doppler Orbitography by Radiopositioning Integrated on Satellite (DORIS)	A satellite system that uses radio signals and doppler effect to determine a satellite's orbit and location.
Easement	A recordable interest in land, not revocable at will, to use or restrict the use of real property of the owner for a specific purpose for a specific period of time.
Electromagnetic Radiation	A form of energy that includes radio waves, microwaves, x-rays and gamma rays, as well as visible light.
Encroachment buffer	A designed area of land surrounded by a sensitive environmental feature, where development is restricted and/or prohibited to prevent intrusion into the protected area.
<i>Enterococcus</i> spp.	A type of bacteria found in environments with human or animal activity.
Explosive Safety Quantity Distance (ESQD)	Explosive Safety Quantity Distance is the safe distance required between a storage and or handling site of explosive materials and populated areas.
Fee simple	Title (ownership) of real property in perpetuity, including the land and all improvements thereon. Also referred to as "fee simple absolute" or "owned in fee."
Flight Termination System (FTS)	Provides a mechanism to protect public with very high reliability and is designated to activate a destruct command in the unlikely case of a missile malfunction.
Force Protection	A set of processes and procedures designed to deter, detect, delay, deny, and defend military installations.
Frequency shift reflectors	A system that aids radar and tracking operations.
Geodetic	A study of science referring to the measurement and representation of geometry, gravity and spatial orientation of the earth in 3D.
Ground Hazard Area (GHA)	Area of land that is used as method of protecting individuals from hazards that may be encountered from military activities.
In perpetuity	Continuing indefinitely.
International Terrestrial Reference Frame	A standard frame for referencing positions at different times and locations around the world.

Ionizing/Non-ionizing radiation	Types of radiation that have the ability to break molecular bonds (ionizing) and that cannot (non-ionizing).
Lease	An agreement or contract by which the owner of real property grants an interest in real property to another providing for the exclusive rights to possess, use, and enjoy that property for a specified period of time in exchange for consideration (i.e., legal value that is offered in exchange by one party for something of value from another party).
Leasehold	The property held in lease.
Local land motion	The study of spatial variations in the movement of land relative to the ocean, a key element to understanding sea level change along the coasts. In coastal areas, sinking land, known as subsidence, leads to higher sea-level and increased flood risk. In contrast, uplifting land reduces sea level and promotes the seaward migration of coastlines. Together, subsidence and uplift are referred to as land motion.
Ordnance	Military supplies including weapons, ammunition, and explosive materials.
Ordnance storage magazines	An item or place within which ammunition and/or other explosive materials are stored.
Passive buffer	Type of easement used to ensure public is not within the ground hazard area during launch operations.
Per- and polyfluoroalkyl substances (PFAS)	Synthetic chemicals used in various products that resist grease, oil, water, and heat.
Perchlorate	An impurity found in drinking water and commonly used to produce nitrate fertilizers, explosives, and other products.
Potable water	Water that is safe for human consumption.
Propellants	A type of fuel or powder that can either be a single chemical or a mix of two chemicals.
Restrictive use easement	An agreement that includes specific limitations (restrictions) on a third party's use.
Retain	The ability to keep a property interest that would allow the continued existing use of that property.
Satellite Laser Ranging	A technique that uses laser pulses to measure the distance between a satellite and a ground station.
Sector blanking	A process that stops the radar from transmitting unwanted reflections or in unwanted areas.
Telemetry	The process of collecting information about distant objects and sending the information to a secondary location electronically.
Use Permit	A document issued by a land management authority identifying a specific land use for a set period of time.
Unencumbered public lands	Public lands that are free from any obligations such as deed restrictions, restrictive easements, and public liens.
Very Long Baseline Interferometry (VLBI)	A technique that uses radio telescopes to make high resolution observation of space.

## **Appendix B**

### **References**

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## **Appendix C**

### **Current Real Estate Agreements (Leases, Easements, and Use Permit)**

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**Navy Lease S-3852**

INSTALLATION : CNI PMRF HAWAII AREA  
 SITE : KAMOKALA RIDGE  
 AGREEMENT TYPE : I LEAS  
 CONTRACT NUMBER: DLR 10-5-105A  
 PARTY INVOLVED : STATE OF HAWAII ET AL  
 DATE : 01-Jul -1947

TITLE	DATE	PAGES
STATUS OF REAL ESTATE TRANSACTION PACDOCKS 11011/1	01-Jan-1964	1
MAP BARKING SANDS, KAUAI, T.H MANA ADDITIONS TO U.S. MILITARY RESERVATION BY X, VARIOUS	01-Jul -1947	1
LOT 1 BEING A PORTION OF THE GOVERNMENT (CROWN) LAND OF WAIMEA, BEGINNING AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND, BEING ALSO THE NORTHWEST, VARIOUS BY WILFRED Y.K. CHIN, VARIOUS	13-Jun-2005	66
LETTER FROM RUSSELL Y. TSUJI TO NIRU SANTOS	21-Feb-2007	1
FIFTH AMENDMENT OF GENERAL LEASE NO. S-3852, BETWEEN THE STATE OF HAWAII AND UNITED STATES OF AMERICA, VARIOUS BY DENNIS PACHT, VARIOUS	21-Feb-2007	37
AMENDMENT TO STATE GENERAL LEASE NO. S-3852 (NAVY CONTRACT NO. NOy(R)-68046), BETWEEN THE STATE OF HAWAII AND UNITED STATES OF AMERICA, VARIOUS BY X, VARIOUS	31-May-1973	14
MAP ADDITIONAL LAND TO TRACT E-2 IN GENERAL LEASE NO. S-3852 PARCEL MAP 1013, LIBER 9221 PAGE 421 BY H.G. JR.	15-Jan-1964	1
MAP EASEMENT "E" FOR ROADWAY STATE OF HAWAII GENERAL LEASE NO. S-3852 PARCEL MAP RE-1037, LIBER 922 PAGE 422 BY J.E. WALLACE	31-Jul -1972	1
MAP EASEMENT "F" FOR COMMUNICATION CABLES STATE OF HAWAII GENERAL LEASE NO. S-3852 PARCEL MAP, LIBER 9221 PAGE 423 BY J.E. WALLACE	01-Aug-1972	1
MAP EASEMENT "G" FOR WATER PIPE LINE (PARTS I & II) EASEMENT "H" FOR ROADWAY RE-1039, LIBER 9221 PAGE 424 BY J.E. WALLACE	11-Oct-1972	1
MAP EASEMENT "G" FOR WATER PIPE LINE (PART III) STATE OF HAWAII GENERAL LEASE NO. S-3852 PARCEL MAP RE-1040, LIBER 9221 PAGE 425 BY J.E. WALLACE	13-Oct-1972	1
MAP EASEMENT "G" FOR WATER PIPE LINE - PARTS IV, V & VI STATE OF HAWAII GENERAL LEASE NO. S-3852 RE-1041, LIBER 9221 PAGE 426 BY J.E. WALLACE	16-Oct-1972	1
STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES, AMENDMENT OF STATE GENERAL LEASE NO. S-3852 (NAVY CONTRACT NOy(R)-68046), LIBER 5302 PAGE 330 BY X, VARIOUS	26-Apr-1965	3
STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES, STATE GENERAL LEASE NO. S-3852, BETWEEN STATE OF HAWAII AND UNITED STATES OF AMERICA BY BERT T. KOBAYASHI, VARIOUS	20-Aug-1964	40
NOTES, EASEMENTS B-3 AND B-4 FOR CULVERT AND SLOPES, VARIOUS		10
TOTAL		179

STATUS OF REAL ESTATE TRANSACTION  
PACDOCKS 11011/1

General Lease No. S-3852  
of Aug. 20, 1964 (NOY(R) - 68046)

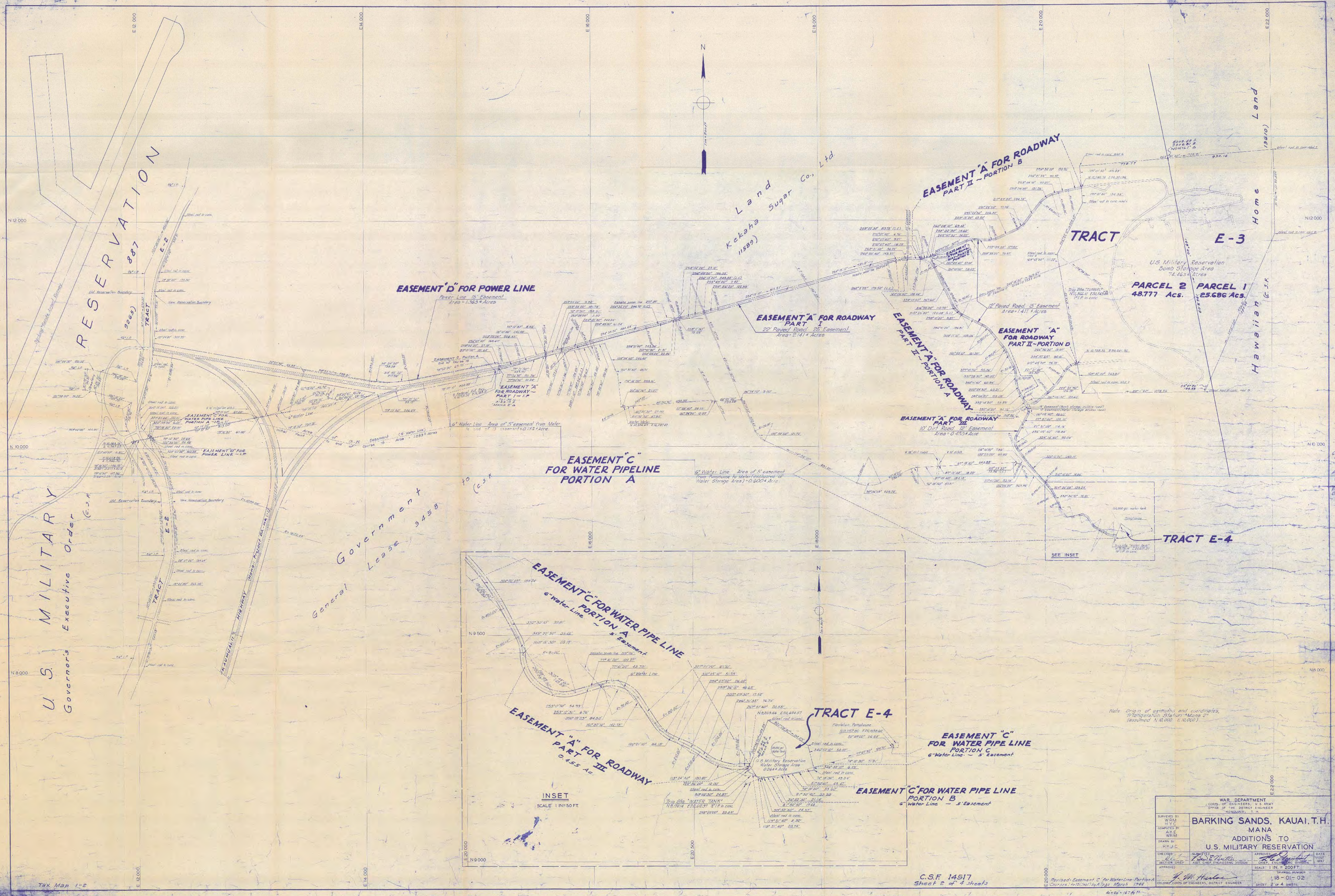
ITEM	ACTION	DATE	BY
Legal Description			
Recording	DOC. # 64-26926 LIBER 4821, PG. 245	20 AUG. 1964	STATE BUR. OF CONVEYANCES
Microfilm	AMD. LIBER 5302, PG. 330 AMD. LIBER 9221, PG. 407 2nd amd fwd. 11/4/74 J.W.	21 JUL 1966	H.G. MARSHALL
Summary Map	AMD. FWD'D, FWD'D, TO NAVFAC AMD. ENTERED - 1069338 ENTERED - 1069337 & 338	12 OCT. 1964 8/23/72 1964	H.G. MARSHALL J.W. H.N.
Inventory			
Grantor-Grantee Index	10-5-105A		
District Land Register	<del>10-5-105A</del> 10-5-105A		
Amendment			
Termination	19 Aug. 2029 TERM - 65 YRS		

COMMENTS

Expiration date: Aug. 19, 2029. See also DLR 10-5-127A  
for easement for Bridge 96 and DLR 10-5-132 for Bridge 97  
easements (additions to Easement "B" of this doc.)

1. Amd. of 4/26/65
2. Amd. of 5/31/73
3. Amd of. 8/28/2000







Lot 1

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southwest corner of this parcel of land, being also the Northwest corner of Lot B of the Government (Crown) Land of Waimea and on the East side of Addition to Bonham Air Base, Tract E-2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 28,405.79 feet North and 38,335.44 feet West, thence running by azimuths measured clockwise from true South:

- |     |      |         |             |   |
|-----|------|---------|-------------|---|
| 1.  | 140° | 35'     | 136.86 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 2.  | 174° | 14' 30" | 153.27 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 3.  | 196° | 07' 30" | 411.61 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 4.  | 185° | 24'     | 302.35 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 5.  | 180° | 23'     | 351.61 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 6.  | 193° | 32'     | 173.20 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 7.  | 203° | 01'     | 540.31 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 8.  | 208° | 23'     | 252.04 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 9.  | 194° | 10' 30" | 140.75 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 10. | 183° | 02'     | 299.35 feet | along the Addition to Bonham Air Base, Tract E-2; |
| 11. | 191° | 26'     | 156.12 feet | along the Addition to Bonham Air Base, Tract E-2; |

12.	198°	03'	244.98 feet	along the Addition to Bonham Air Base, Tract E-2;
13.	186°	44' 30"	661.62 feet	along the Addition to Bonham Air Base, Tract E-2;
14.	183°	02'	270.92 feet	along the Addition to Bonham Air Base, Tract E-2;
15.	191°	28'	460.00 feet	along the Addition to Bonham Air Base, Tract E-2;
16.	201°	43'	276.90 feet	along the Addition to Bonham Air Base, Tract E-2;
17.	209°	05'	326.22 feet	along the Addition to Bonham Air Base, Tract E-2;
18.	205°	48'	180.60 feet	along the Addition to Bonham Air Base, Tract E-2;
19.	191°	49'	267.80 feet	along the Addition to Bonham Air Base, Tract E-2;
20.	195°	19'	274.30 feet	along the Addition to Bonham Air Base, Tract E-2;
21.	189°	05'	255.65 feet	along the Addition to Bonham Air Base, Tract E-2;
22.	177°	49'	317.01 feet	along the Addition to Bonham Air Base, Tract E-2;
23.	182°	46'	304.55 feet	along the Addition to Bonham Air Base, Tract E-2;
24.	191°	06'	176.75 feet	along the Addition to Bonham Air Base, Tract E-2;
25.	92°	40'	67.00 feet	along the Addition to Bonham Air Base, Tract E-2;



26. Thence along Bonham Air Base, Tract E-2-A, on a curve to the right with a radius of 110.00 feet, the chord azimuth and distance being:  
197° 53' 45.30 feet;
27. 209° 06' 14.00 feet along the Addition to Bonham Air Base, Tract E-2-A;
28. Thence along Bonham Air Base, Tract E-2-A, on a curve to the left with a radius of 380.00 feet, the chord azimuth and distance being:  
193° 14' 216.28 feet;
29. 176° 42' 224.06 feet along Bonham Air Base, Tract E-2-A;
30. 196° 40' 2,612.76 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Remainder of Part 2, Governors Executive Order 945;
31. 191° 05' 181.49 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Remainder of Part 2, Governors Executive Order 945;
32. 224° 03' 1,458.00 feet along Bonham Air Base, Tract E-1;
33. 191° 05' 742.14 feet along Bonham Air Base, Tract E-1;
34. 224° 03' 1,506.89 feet along Bonham Air Base, Tract E-1;
35. 314° 03' 201.43 feet along the remainder of the Government (Crown) Land of Waimea;
36. 58° 18' 160.91 feet along the remainder of the Government (Crown) Land of Waimea;
37. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 310.00 feet, the chord azimuth and distance being: 47° 10' 119.72 feet;
38. 44° 03' 1,195.22 feet along the remainder of the Government (Crown) Land of Waimea;

39.	11° 05'	732.36 feet	along the remainder of the Government (Crown) Land of Waimea;
40.	44° 03'	1,458.00 feet	along the remainder of the Government (Crown) Land of Waimea;
41.	11° 05'	144.42 feet	along the remainder of the Government (Crown) Land of Waimea;
42.	16° 40'	2,593.67 feet	along the remainder of the Government (Crown) Land of Waimea;
43.	356° 42'	411.20 feet	along the remainder of the Government (Crown) Land of Waimea;
44.	11° 06'	260.84 feet	along the remainder of the Government (Crown) Land of Waimea;
45.	2° 46'	287.14 feet	along the remainder of the Government (Crown) Land of Waimea;
46.	357° 49'	325.32 feet	along the remainder of the Government (Crown) Land of Waimea;
47.	9° 05'	278.61 feet	along the remainder of the Government (Crown) Land of Waimea;
48.	15° 19'	277.88 feet	along the remainder of the Government (Crown) Land of Waimea;
49.	11° 49'	281.61 feet	along the remainder of the Government (Crown) Land of Waimea;
50.	25° 48'	203.30 feet	along the remainder of the Government (Crown) Land of Waimea;
51.	29° 05'	320.86 feet	along the remainder of the Government (Crown) Land of Waimea;
52.	21° 43'	253.79 feet	along the remainder of the Government (Crown) Land of Waimea;
53.	11° 28'	435.49 feet	along the remainder of the Government (Crown) Land of Waimea;



54.	3°	02'		264.72 feet	along the remainder of the Government (Crown) Land of Waimea;
55.	6°	44'	30"	681.33 feet	along the remainder of the Government (Crown) Land of Waimea;
56.	18°	03'		251.16 feet	along the remainder of the Government (Crown) Land of Waimea;
57.	11°	26'		136.43 feet	along the remainder of the Government (Crown) Land of Waimea;
58.	3°	02'		302.97 feet	along the remainder of the Government (Crown) Land of Waimea;
59.	14°	10'	30"	174.08 feet	along the remainder of the Government (Crown) Land of Waimea;
60.	28°	23'		263.70 feet	along the remainder of the Government (Crown) Land of Waimea;
61.	23°	01'		520.84 feet	along the remainder of the Government (Crown) Land of Waimea;
62.	13°	32'		143.47 feet	along the remainder of the Government (Crown) Land of Waimea;
63.	0°	23'		340.89 feet	along the remainder of the Government (Crown) Land of Waimea;
64.	5°	24'		122.46 feet	along the remainder of the Government (Crown) Land of Waimea;
65.	99°	58'	30"	97.22 feet	along the North side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
66.	9°	58'	30"	100.00 feet	along the West side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
67.	279°	58'	30"	105.23 feet	along the South side of Kaumualii Highway (Hawaii Project No. DA-WR-1);

- |     |      |         |  |
|-----|------|---------|--|
| 68. | 5°   | 24'     | 100.22 feet along the remainder of the Government (Crown) Land of Waimea;  |
| 69. | 16°  | 07' 30" | 396.69 feet along the remainder of the Government (Crown) Land of Waimea;  |
| 70. | 354° | 14' 30" | 78.90 feet along the remainder of the Government (Crown) Land of Waimea;   |
| 71. | 320° | 35'     | 118.57 feet along the remainder of the Government (Crown) Land of Waimea;  |
| 72. | 329° | 50'     | 50.89 feet along the remainder of the Government (Crown) Land of Waimea;   |
| 73. | 79°  | 10' 50" | 161.52 feet along Lot B of the Government (Crown) Land of Waimea to the point the point of beginning and containing an area of 47.937 Acres. |



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot 2

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land and on the South side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.97 feet West, thence running by azimuths measured clockwise from true South:

1. 279° 58' 30" 21.97 feet along the South Side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
2. Thence along the South Side of Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the right with a radius of 1,049.89 feet, the chord azimuth and distance being:  
306° 01' 39" 922.21 feet;
3. 79° 10' 50" 792.37 feet along the remainder of the Government (Crown) Land of Waimea;
4. 149° 50' 50.89 feet along the remainder of the Government (Crown) Land of Waimea;
5. 140° 35' 118.58 feet along the remainder of the Government (Crown) Land of Waimea;
6. 174° 14' 30" 78.90 feet along the remainder of the Government (Crown) Land of Waimea;
7. 196° 07' 30" 396.69 feet along the remainder of the Government (Crown) Land of Waimea;

8. 185° 24'

100.22 feet along the remainder of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 8.691 Acres.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot 3

Being a portion of Kaumualii Highway (Hawaii Project No. DA-WR-1).

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.97 feet West, thence running by azimuths measured clockwise from true South:

1. 99° 58' 30" 105.23 feet along the remainder of the Government (Crown) Land of Waimea;
2. 189° 58' 30" 100.00 feet along the remainder of the Government (Crown) Land of Waimea;
3. 279° 58' 30" 97.21 feet along the remainder of the Government (Crown) Land of Waimea;
4. 5° 24' 100.32 feet along the remainder of Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing an area of 0.232 Acre.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06

Lot 4

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the South corner of this parcel of land and on Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 28,075.32 feet North and 37,176.45 feet West, thence running by azimuths measured clockwise from true South:

1. Along Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the left with a radius of 1,149.89 feet, the chord azimuth and distance being:  
152° 28' 11" 1,094.64 feet;
2. 279° 58' 30" 1,285.64 feet along Kaumualii Highway (Hawaii Project No. DA-WR-1);
3. Thence along Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the left with a radius of 1,044.32 feet, the chord azimuth and distance being:  
278° 15' 31" 62.56 feet;
4. Thence along Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the left with a radius of 1,850.44 feet, the chord azimuth and distance being:  
48° 02' 56" 1,105.48 feet  
to the point of beginning and containing  
a GROSS AREA of 9.637 ACRES and  
NET AREA of 9.489 ACRES after  
deducting therefrom Mana Substation  
Site A (0.148 Acres). (C.S.F. 20,658)



June 13, 2005  
Honolulu, Hawaii

*Wilfred Y. K. Chin*  
\_\_\_\_\_  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot 5

Being a portion of Kaumualii Highway (Hawaii Project No. DA-WR-1).

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southwest corner of this parcel of land and on the East boundary of Lot B of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 27,642.04 feet North and 37,363.43 feet West, thence running by azimuths measured clockwise from true South:

1. 196° 01' 168.05 feet along Lot B of the Government (Crown) Land of Waimea;
2. Thence along Lot B of the Government (Crown) Land of Waimea and the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,049.89 feet, the chord azimuth and distance being:  
147° 59' 45" 1,560.95 feet;
3. 99° 58' 30" 21.97 feet along the remainder of the Government (Crown) Land of Waimea;
4. 185° 24' 100.32 feet along the remainder of Kaumualii Highway (Hawaii Project No. DA-WR-1);
5. 279° 58' 30" 1,784.65 feet along the remainder of the Government (Crown) Land of Waimea;
6. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 944.32 feet, the chord azimuth and distance being:  
269° 25' 45" 345.66 feet;
7. 258° 53' 798.13 feet along the remainder of the Government (Crown) Land of Waimea;
8. 348° 53' 100.00 feet along the remainder of the Government (Crown) Land of Waimea;

9.     78°   53'                                 684.38 feet along the remainder of the Government (Crown) Land of Waimea;
10.    Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,750.44 feet, the chord azimuth and distance being:  
  47°    27'                                 1,825.73 feet;
11.    106°   01'                                 100.00 feet across Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing a GROSS AREA of 23.353 ACRES and a NET AREA of 13.716 ACRES after deducting therefrom Lot 4 (9.489 acres and Mana Substation Site (0.148 acre).



June 13, 2005  
Honolulu, Hawaii

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Lot 6

Being a portion of Kaumualii Highway (Hawaii Project No. DA-WR-1).

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, and on the East boundary of Lot B of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 27,642.04 feet North and 37,363.43 feet West, thence running by azimuths measured clockwise from true South:

- |    |  |                |   |
|----|--|----------------|---|
| 1. | 286° 01'   | 100.00 feet    | along the remainder of Kaumualii Highway (Hawaii Project No. DA-WR-1);  |
| 2. | 16° 01'  | 2,536.22 feet  | along the remainder of the Government (Crown) Land of Waimea;   |
| 3. | Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,950.51 feet, the chord azimuth and distance being:<br>347° 22' 30" 1,869.88 feet; |                |   |
| 4. | 318° 44'   | 15,620.53 feet | along the remainder of the Government (Crown) Land of Waimea;   |
| 5. | 43° 20'  | 100.45 feet    | across Kaumualii Highway (Hawaii Project No. DA-WR-1);  |
| 6. | 138° 44'   | 15,629.98 feet | along the Road to Lae-O-Kokole Lighthouse (Presidential Proclamation 827 dated December 4, 1908), Substation Site B (revised November 1976), Kekaha Agricultural Park Subdivision, File Plan 2136, remainder of the Government (Crown) Land of Waimea, Wild Bird Sanctuary, Governor's Executive Orders 3437 and 3685 and along Lot A of the Government (Crown) Land of Waimea; |

7. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 2,050.51 feet, the chord azimuth and distance being:  
167° 22' 30" 1,965.74 feet;
8. 196° 01' 2,536.22 feet along Lot A of the Government (Crown) Land of Waimea, along the remainder of Kaumualii Highway (Hawaii Project No. DA-WR-1) and Lot B of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 46.285 Acres.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
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Lot 7

Being a portion of Kaumualii Highway (Hawaii Project No. DA-WR-1).

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southeast corner of this parcel of land, being also the Northeast boundary of Lot A of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,466.52 feet North and 37,700.87 feet West, thence running by azimuths measured clockwise from true South:

1. Along Lot A of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:  
151° 01' 141.42 feet;
2. 106° 01' 561.88 feet along Lot A of the Government (Crown) Land of Waimea;
3. 195° 50' 30" 100.00 feet along Addition to Bonham Air Base, Tract E-2;
4. 286° 01' 562.19 feet along Lot B of the Government (Crown) Land of Waimea;
5. Thence along Lot B of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:  
241° 01' 141.42 feet;
6. 16° 01' 300.00 feet along the remainder of Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing an area of 1.618 Acres.



June 13, 2005  
Honolulu, Hawaii

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Lot 8

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, on the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 18,694.21 feet North and 33,604.25 feet West, thence running by azimuths measured clockwise from true South:

1. 318° 44' 3,012.76 feet along the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
2. 43° 30' 26" 368.90 feet along the remainder of the Government (Crown) Land of Waimea;
3. 138° 48' 347.07 feet along the remainder of the Government (Crown) Land of Waimea;
4. 143° 55' 55" 2,682.32 feet along the remainder of the Government (Crown) Land of Waimea;
5. 216° 00' 127.05 feet along the Wild Bird Sanctuary, Governor's Executive Order 3437 to the point of beginning and containing an area of 17.875 acres.



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Lot 9

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the East corner of this parcel of land and on the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 16,324.34 feet North and 31,524.72 feet West, thence running by azimuths measured clockwise from true South:

1. 48° 44' 647.44 feet along Lot 11 of Kekaha Agricultural Park Subdivision (File Plan 2136);
2. 146° 56' 40" 3,140.13 feet along Bonham Air Base (formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
3. 216° 00' 76.93 feet along the remainder of the Government (Crown) Land of Waimea;
4. 323° 55' 55" 2,682.32 feet along the remainder of the Government (Crown) Land of Waimea;
5. 318° 48' 347.07 feet along the remainder of the Government (Crown) Land of Waimea;
6. 223° 30' 26" 368.90 feet along the remainder of the Government (Crown) Land of Waimea;
7. 318° 44' 140.14 feet along the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing an area of 12.422 acres.



June 13, 2005  
Honolulu, Hawaii

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Lot 10

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southeast corner of this parcel of land, on the Northeast side of Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1 Governor's Executive Order 945, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 18,529.15 feet North and 33,724.13 feet West, thence running by azimuths measured clockwise from true South:

1. 146° 56' 40" 20.60 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1 Governor's Executive Order 945;
2. 105° 55' 08" 3,810.13 feet along Bonham Air Base (formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
3. 137° 30' 20" 233.74 feet along Bonham Air Base (formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
4. 243° 44' 20" 20.67 feet along Lot A of the Government (Crown) Land of Waimea;
5. 153° 44' 20" 73.89 feet along Lot A of the Government (Crown) Land of Waimea;
6. 243° 44' 20" 12.50 feet along Lot A of the Government (Crown) Land of Waimea;
7. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 542.50 feet, the chord azimuth and distance being:  
295° 07' 14" 677.18 feet;
8. 303° 58' 40" 108.23 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;
9. 285° 54' 3,304.90 feet along the Wild Bird Sanctuary, Governor's Executive Order 3437;



10. 36° 00'

76.93 feet along the remainder of the Government  
(Crown) Land of Waimea, to the point of  
beginning and containing an area of  
5.171 acres.



June 13, 2005  
Honolulu, Hawaii

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Lot 11

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the South corner of this parcel of land, on the West boundary of Lot A-1-A as shown on Map 26 of Land Court Application 1076 and on the North side of Kekaha Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 1,993.35 feet North and 10,247.36 feet West, thence running by azimuths measured clockwise from true South:

1. 95° 53' 520.00 feet along the North side of Kekaha Road;
2. 92° 56' 52.79 feet along the North side of Kekaha Road;
3. 182° 45' 79.21 feet along Lot 285 of Kekaha House Lots;
4. 91° 55' 400.00 feet along Lots 285 and 284 of Kekaha House Lots;
5. 104° 30' 186.75 feet along Lots 7, as shown on Map 12, T-1 and T-2, as shown on Map 9 of Land Court Application 1233;
6. 190° 31' 9.85 feet along Lot 231 of Kekaha House Lots;
7. 93° 19' 418.90 feet along Grant 9525 to Charles Aldolph Puck, Lot 230 of Kekaha House Lots and along Government Land;
8. 200° 50' 407.70 feet along Grant 9142 to Maria Kaialau, Grant 9691 to Hatsuichi Hashiba, Grant 13382 to Joseph Ku Malama and Lucille Ahana Malama;
9. 143° 35' 210.00 feet along Grant 13382 to Joseph Ku Malama and Lucille Ahana Malama;
10. 114° 49' 124.00 feet along Grant 13382 to Joseph Ku Malama and Lucille Ahana Malama, the North end of Kolea Road and Grant 11572 to Louis Parraga;



11.	128°	30'	363.10 feet	along Grant 11572 to Louis Parraga, Grant 13765 to Choshi Nakaya and Mitsuyo Yokoyama Nakaya and along the North end of Aukuu Road;	
12.	133°	10'	250.00 feet	along the Northerly end of Aukuu Road and Grant 11880 to (Mrs.) Shizue K. Nitta;	
13.	35°	24'	112.38 feet	along Grant 11880 to (Mrs.) Shizue K. Nitta;	
14.	125°	24'	547.10 feet	along Grant 10266 to Ernest F. Shackleton and Grant 10267 to Lindsay A. Faye;	
15.	35°	24'	477.72 feet	along Grant 10267 to Lindsay A. Faye;	
16.	125°	24'	50.00 feet	along the Northerly side of Kekaha Road;	
17.	125°	08'	244.23 feet	along the Northerly side of Kekaha Road;	
18.	128°	14'	1,241.13 feet	along Grant S-15444 to County of Kauai;	
19.	123°	36'	30"	468.19 feet	along Grant S-15444 to County of Kauai;
20.	216°	38'	100.64 feet	along Grant 10329 to Kekaha Sugar Company, Limited;	
21.	161°	50'	160.22 feet	along Grant 10329 to Kekaha Sugar Company, Limited;	
22.	130°	36'	347.74 feet	along Grant 10329 to Kekaha Sugar Company, Limited;	
23.	100°	29'	242.29 feet	along Grants 10329 and 10333 to Kekaha Sugar Company, Limited;	

24.	136°	28'	87.52 feet	along Grant 10333 to Kekaha Sugar Company, Limited;	
25.	140°	23'	121.13 feet	along Grant 10333 to Kekaha Sugar Company, Limited;	
26.	155°	34'	79.77 feet	along Grant 10333 to Kekaha Sugar Company, Limited;	
27.	143°	52'	76.39 feet	along Grant 10333 to Kekaha Sugar Company, Limited;	
28.	169°	05'	53.00 feet	along Grant 10333 to Kekaha Sugar Company, Limited;	
29.	157°	47'	53.95 feet	along Lot 3 of Kekaha Beach Homes, Block 5, File Plan 1759;	
30.	126°	50'	528.10 feet	along Lots 3, 6, 9 and 12 of Kekaha Beach Homes, Block 5, File Plan 1759;	
31.	137°	22'	395.66 feet	along Lots 14 and 15 of Kekaha Beach Homes, Block 5, File Plan 1759 to the Easterly side of Mana Road;	
32.	76°	56'	30"	50.55 feet	across Mana Road;
33.	126°	18'	274.58 feet	along Hawaii National Guard Site, Governor's Executive Order 1668;	
34.	124°	09'	368.90 feet	along Grant 8191 to Helen Hookano and Grant 8201 to Hikiauola Hilo;	
35.	114°	12'	282.90 feet	along Grant 8150 to Neely Hilo and Grant 8169 to Kuleana Hemolele;	
36.	111°	42'	1,105.90 feet	along Grant 8170 to Paleka Ono and Grant 8220 to Joe K Kanihalau and along Government Remnant;	
37.	117°	07'	21.21 feet	along the Northerly side of Kekaha Road;	



38.     35°   08'                   30.81 feet along the Westerly side of Kekaha Road;
39.     133°   00'                  114.32 feet along the remainder of the Government (Crown) Land of Waimea;
40.     Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 426.00 feet, the chord azimuth and distance being:  
                                  125°   25'                   112.44 feet;
41.     117°   50'                  244.83 feet along the remainder of the Government (Crown) Land of Waimea;
42.     Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 535.00 feet, the chord azimuth and distance being:  
                                  107°   42'   30"               188.10 feet;
43.     97°    35'                  341.37 feet along the remainder of the Government (Crown) Land of Waimea;
44.     Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 5,472.00 feet, the chord azimuth and distance being:  
                                  95°    05'                   477.37 feet;
45.     92°    35'                  194.00 feet along the remainder of the Government (Crown) Land of Waimea;
46.     Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 5,286.00 feet, the chord azimuth and distance being:  
                                  90°    45'                   338.22 feet;
47.     88°    55'                  300.47 feet along the remainder of the Government (Crown) Land of Waimea;

48. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 985.00 feet, the chord azimuth and distance being:  
101° 15' 30" 421.07 feet;
49. 113° 36' 646.66 feet along the remainder of the Government (Crown) Land of Waimea;
50. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 950.00 feet, the chord azimuth and distance being:  
92° 34' 681.93 feet;
51. 71° 32' 410.23 feet along the remainder of the Government (Crown) Land of Waimea;
52. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 860.00 feet, the chord azimuth and distance being:  
77° 41' 184.27 feet;
53. 83° 50' 267.27 feet along the remainder of the Government (Crown) Land of Waimea;
54. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 770.00 feet, the chord azimuth and distance being:  
69° 02' 30" 393.17 feet;
55. 54° 15' 25.71 feet along the remainder of the Government (Crown) Land of Waimea;
56. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:  
6° 29' 30" 44.42 feet;
57. 318° 44' 133.75 feet along the Northerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1);



58. Thence along the Northerly side of Kaumualii Highway (Project No. DA-WR-1), on a curve to the left with a radius of 5,962.17 feet, the chord azimuth and distance being:  
310° 48' 1,645.81 feet;
59. 32° 52' 100.00 feet across Kaumualii Highway (Hawaii Project No. DA-WR-1);
60. 15° 54' 474.66 feet along Kekaha Beach Park, Governor's Executive Order 1425;
61. Thence along highwater mark at seashore, the direct azimuth and distance being:  
105° 33' 20" 2,029.65 feet;
62. 203° 19' 730.00 feet along the remainder of the Government (Crown) Land of Waimea;
63. 110° 05' 20" 1,000.00 feet along the remainder of the Government (Crown) Land of Waimea;
64. 140° 07' 35" 1,238.92 feet along the remainder of the Government (Crown) Land of Waimea;
65. 228° 44' 420.89 feet along the remainder of the Government (Crown) Land of Waimea;
66. 118° 04' 40" 657.25 feet along the remainder of the Government (Crown) Land of Waimea;
67. 228° 44' 881.84 feet along the remainder of the Government (Crown) Land of Waimea;
68. 138° 44' 3,415.52 feet along the remainder of the Government (Crown) Land of Waimea and Access Road, Governor's Executive Order 1558, along New Kekaha Dumping Ground, Governor's Executive Order 3695 and Road to Lae-O-Kokole Lighthouse (Presidential Proclamation 827 dated December 4, 1908);
69. 223° 20' 100.45 feet across Kaumualii Highway (Hawaii Project No. DA-WR-1);

70.    138°    44'                      15,620.53 feet along the Northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
  
71.    Thence along the Northeast side of Kaumualii Highway (Project No. DA-WR-1), on a curve to the right with a radius of 1,950.51 feet, the chord azimuth and distance being:  
    167°    22'    30"                      1,869.88 feet;
  
72.    196°    01'                      2,536.22 feet along the Northeast side of Kaumualii Highway (Project No. DA-WR-1);
  
73.    Thence along the Northeast side of Kaumualii Highway (Project No. DA-WR-1), on a curve to the right with a radius of 1,750.44 feet, the chord azimuth and distance being:  
    227°    27'                                      1,825.73 feet;
  
74.    258°    53'                      684.38 feet along the Northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
  
75.    168°    53'                      100.00 feet along the East side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
  
76.    78°    53'                      798.13 feet along the North side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
  
77.    Thence along the North side of Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the right with a radius of 944.32 feet, the chord azimuth and distance being:  
    89°    25'    45"                                      345.66 feet;
  
78.    99°    58'    30"                      1,784.65 feet along the Government (Crown) Land of Waimea;
  
79.    185°    24'                      122.46 feet along the remainder of the Government (Crown) Land of Waimea;
  
80.    180°    23'                      340.89 feet along the remainder of the Government (Crown) Land of Waimea;
  
81.    193°    32'                      143.47 feet along the remainder of the Government (Crown) Land of Waimea;



82.	203°	01'	520.84 feet along the remainder of the Government (Crown) Land of Waimea;
83.	208°	23'	263.70 feet along the remainder of the Government (Crown) Land of Waimea;
84.	194°	10' 30"	174.08 feet along the remainder of the Government (Crown) Land of Waimea;
85.	183°	02'	302.97 feet along the remainder of the Government (Crown) Land of Waimea;
86.	191°	26'	136.43 feet along the remainder of the Government (Crown) Land of Waimea;
87.	198°	03'	251.16 feet along the remainder of the Government (Crown) Land of Waimea;
88.	186°	44' 30"	681.33 feet along the remainder of the Government (Crown) Land of Waimea;
89.	183°	02'	264.72 feet along the remainder of the Government (Crown) Land of Waimea;
90.	191°	28'	435.49 feet along the remainder of the Government (Crown) Land of Waimea;
91.	201°	43'	253.79 feet along the remainder of the Government (Crown) Land of Waimea;
92.	209°	05'	320.86 feet along the remainder of the Government (Crown) Land of Waimea;
93.	205°	48'	203.30 feet along the remainder of the Government (Crown) Land of Waimea;
94.	191°	49'	281.61 feet along the remainder of the Government (Crown) Land of Waimea;
95.	195°	19'	277.88 feet along the remainder of the Government (Crown) Land of Waimea;
96.	189°	05'	278.61 feet along the remainder of the Government (Crown) Land of Waimea;

- |      |   |     |  |
|------|---|-----|--|
| 97.  | 177°  | 49' | 325.32 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 98.  | 182°  | 46' | 287.14 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 99.  | 191°  | 06' | 260.84 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 100. | 176°  | 42' | 411.20 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 101. | 196°  | 40' | 2,593.67 feet along the remainder of the Government (Crown) Land of Waimea;                                |
| 102. | 191°  | 05' | 144.42 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 103. | 224°  | 03' | 1,458.00 feet along the remainder of the Government (Crown) Land of Waimea;                                |
| 104. | 191°  | 05' | 732.36 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 105. | 224°  | 03' | 1,195.22 feet along the remainder of the Government (Crown) Land of Waimea;                                |
| 106. | Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 310.00 feet, the chord azimuth and distance being:<br>227° 10' 119.72 feet; |     |  |
| 107. | 238°  | 18' | 160.91 feet along the remainder of the Government (Crown) Land of Waimea;                                  |
| 108. | 134°  | 03' | 1,395.67 feet along the remainder of the Government (Crown) Land of Waimea and Bonham Air Base, Tract E-1; |
| 109. | 224°  | 03' | 4,385.90 feet along Polihale State Park, Governor's Executive Order 2901;                                  |



- |      |  |     |     |               |  |
|------|--|-----|-----|---------------|--|
| 110. | 224°   | 31' | 40" | 3,106.10 feet | along Polihale State Park, Governor's Executive Order 2901;                  |
| 111. | 223°   | 37' |     | 2,915.30 feet | along Polihale State Park, Governor's Executive Order 2901;                  |
| 112. | 300°   | 50' |     | 1,509.59 feet | along Puu Ka Pele Forest Reserve, Governor's Proclamation dated May 2, 1938; |
| 113. | 19°  | 00' |     | 863.83 feet   | along Puu Ka Pele Forest Reserve, Governor's Proclamation dated May 2, 1938; |
| 114. | 22°  | 00' |     | 7,000.00 feet | along Hawaiian Home Land;  |
| 115. | 4°   | 30' |     | 7,700.00 feet | along Hawaiian Home Land;  |
| 116. | 349°   | 00' |     | 9,100.00 feet | along Hawaiian Home Land;  |
| 117. | 329°   | 00' |     | 8,500.00 feet | along Hawaiian Home Land;  |
| 118. | 323°   | 56' | 15" | 5,793.80 feet | along Hawaiian Home Land;  |
| 119. | 321°   | 11' |     | 348.70 feet   | along Hawaiian Home Land;  |
| 120. | 325°   | 13' |     | 804.60 feet   | along Hawaiian Home Land;  |
| 121. | 212°   | 33' |     | 400.50 feet   | along Hawaiian Home Land;  |
| 122. | Thence along the West edge of Puehu Ridge being also the Hawaiian Home Land, the direct azimuth and distance being:<br>239° 02' 3,896.60 feet; |     |     |               |  |
| 123. | Thence along the West edge of Puehu Ridge being also the Hawaiian Home Land, the direct azimuth and distance being:<br>218° 16' 3,319.60 feet; |     |     |               |  |
| 124. | 323°   | 25' |     | 1,222.70 feet | along Hawaiian Home Land;  |
| 125. | 270°   | 04' |     | 520.00 feet   | along Hawaiian Home Land;  |

126. Thence along the middle of Waipao Gulch being also the Hawaiian Home Land,  
the direct azimuth and distance being:  
227° 00' 8,500.00 feet;
127. Thence crossing the middle of the West branch of Waipao Gulch and Kokee Road,  
being also the Hawaiian Home Land,  
the direct azimuth and distance being:  
190° 38' 45" 2,285.20 feet;
128. Thence along the Northwesterly side of Kokee Road running parallel to and  
twenty-five (25) feet from the centerline  
of said Kokee Road, being also the  
Hawaiian Home Land, the direct  
azimuth and distance being:  
233° 12' 30" 4,618.50 feet;
129. 239° 21' 31.70 feet along Waimea Canyon Park, Governor's  
Executive Order 1510;
130. 306° 11' 30" 602.10 feet along Waimea Canyon Park, Governor's  
Executive Order 1510;
131. 283° 43' 30" 784.80 feet along Waimea Canyon Park, Governor's  
Executive Order 1510 to the top edge of  
Waimea Canyon;

Thence along the top edge of Waimea Canyon for the next six (6) courses, the  
direct azimuths and distances between points near the top edge of Waimea Canyon  
being:

132. 41° 04' 2,846.90 feet to a POKII 7 (2-inch pipe);
133. 00° 34' 4,075.90 feet to CANYON C (2-inch pipe);
134. 355° 35' 6,817.50 feet to Government Survey Triangulation  
Station CANYON B (Type A  
monument);
135. 335° 25' 4,690.80 feet to CANYON A (2-inch pipe);
136. 305° 18' 30" 1,620.90 feet to CANYON (2-inch pipe);
137. 354° 21' 2,632.10 feet;



138. 347° 34' 30" 1,492.84 feet along the Ili of Kikiaola and crossing Kekaha Ditch;
139. 21° 30' 96.53 feet along Area reserved for Waimea Heights House Lots;
140. 358° 00' 174.00 feet along Area reserved for Waimea Heights House Lots;
141. 78° 20' 296.00 feet along Area Government (Crown) Land reserved for Waimea Heights House Lots;
142. 125° 00' 218.00 feet along Area reserved for Waimea Heights House Lots;
143. 110° 30' 240.00 feet along Area reserved for Waimea Heights House Lots;
144. 153° 40' 278.00 feet along Area reserved for Waimea Heights House Lots;
145. 189° 00' 120.00 feet along Area reserved for Waimea Heights House Lots;
146. Thence along Area reserved for Waimea Heights House Lots, on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:  
127° 35' 87.81 feet;
147. 66° 10' 75.00 feet along Area reserved for Waimea Heights House Lots;
148. Thence along Area reserved for Waimea Heights House Lots, on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being:  
117° 10' 233.14 feet;
149. 168° 10' 325.00 feet along Area reserved for Waimea Heights House Lots;



150. Thence along Area reserved for Waimea Heights House Lots, on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:  
94° 50' 95.80 feet;
151. 21° 30' 113.00 feet along Area reserved for Waimea Heights House Lots;
152. 40° 30' 716.00 feet along Area reserved for Waimea Heights House Lots;
153. Thence along Area reserved for Waimea Heights House Lots, on a curve to the left with a radius of 300.00 feet, the chord azimuth and distance being:  
30° 40' 102.47 feet;
154. Thence along Area reserved for Waimea Heights House Lots, on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being:  
73° 04' 30" 237.18 feet;
155. 35° 19' 383.00 feet along Area reserved for Waimea Heights House Lots to the foot of a rocky precipice of cliff on the side of pali;

Thence along Lot A-1-A of Land Court Application 1076 (Map 26), the boundary following the foot of a rocky precipice of cliff, on the side of pali, for the next four (4) courses, the direct azimuths and distances being:

156. 125° 19' 222.00 feet;
157. 123° 00' 450.00 feet;
158. 126° 00' 450.00 feet;
159. 141° 30' 300.00 feet;
160. 115° 20' 600.00 feet along Lot A-1-A of Land Court Application 1076 (Map 26), crossing gulch to a foot of a rocky precipice or cliff;

Thence along Lot A-1-A of Land Court Application 1076 (Map 26), the boundary following the foot of a rocky precipice of cliff, on the side of pali, for the next four (4) courses, the direct azimuths and distances being:

- |      |      |     |   |
|------|------|-----|---|
| 161. | 90°  | 30' | 300.00 feet;  |
| 162. | 102° | 30' | 420.00 feet;  |
| 163. | 108° | 30' | 510.00 feet;  |
| 164. | 123° | 00' | 360.00 feet to a pipe;  |
| 165. | 102° | 20' | 1,080.00 feet along Lot A-1-A of Land Court<br>Application 1076 (Map 26), crossing<br>gulch at the foot of a rocky precipice or<br>cliff on the side of pali; |

Thence along Lot A-1-A of Land Court Application 1076 (Map 26), the boundary following the foot of a rocky precipice or cliff, on the side of pali, for the next five (5) courses, the direct azimuths and distances being:

- |      |      |     |  |              |
|------|------|-----|--|--------------|
| 166. | 100° | 30' | 540.00 feet;   |              |
| 167. | 80°  | 30' | 360.00 feet;   |              |
| 168. | 76°  | 30' | 360.00 feet;   |              |
| 169. | 105° | 30' | 330.00 feet;   |              |
| 170. | 133° | 42' | 30"  | 364.60 feet; |
| 171. | 107° | 50' | 1,590.00 feet along Lot A-1-A of Land Court<br>Application 1076 (Map 26), crossing two<br>(2) gulches; |              |

Thence along Lot A-1-A of Land Court Application 1076 (Map 26), the boundary following the foot of a rocky precipice or cliff, on the side of pali, for the next two (2) courses, the direct azimuths and distances being:

- |      |     |     |              |
|------|-----|-----|--------------|
| 172. | 46° | 00' | 270.00 feet; |
| 173. | 85° | 00' | 270.00 feet; |



174. 17° 14' 30"

3,932.80 feet along Lot A-1-A of Land Court Application 1076 (Map 26), to the point of beginning and containing a GROSS AREA of 12,701.458 ACRES and a NET AREA of 12,495.823 ACRES after deducting therefrom Exclusions 1 to 23, inclusive (205.000 Acres) and Lot 12 (0.026 Acre).

Subject , however, to the following:

- (1) Easement A for roadway and utility purposes for water pipeline purposes, C for water pipeline purposes and D for power line purposes covered by General Lease S-3852 issued to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407 (C.S.F. 14,517).
- (2) Perpetual Non-Exclusive Easements 1, 2 and 3 for Electric Transmission Line Purposes covered by Grant of Easement: State of Hawaii to Kauai Electric, Division of Citizens Utilities Company dated December 6, 1979 and recorded in Liber 14420, Page 354 (Land Office Deed S-27,071) (C.S.F. 18,582).  
  
Easements for roadway and utility purposes for all exclusions entitled thereto.
- (3) Easements 1 and 2 (30.00 feet wide) for Electric Transmission Line and Access Purposes (C.S.F. 20,658).
- (4) Perpetual Non-Exclusive Easement C for Access and Waterline Purposes, Perpetual Non-Exclusive Easement E for Pump Station and Reservoir Purposes, Perpetual Non-Exclusive Easement J for Drainage Purposes and Perpetual Non-Exclusive Easement F for Pipeline Purposes covered by Governor's Executive Order 3633 to Department of Agriculture dated October 17, 1994 (C.S.F. 22,171).
- (5) Easement for Waterline Booster Pump covered by Grant of Easement: State of Hawaii to United States of America (Department of Navy) dated April 14, 1978 and recorded in Liber 12844, Page 450 (Land Office Deed S-26,908) (C.S.F. 17,978).



- (6) Perpetual Non-Exclusive Easement for Transmission Line Purposes covered by Grant of Easement: State of Hawaii to Kauai Electric, Division of Citizens Utilities Company and Hawaiian Telephone Company dated December 18, 1979 and recorded in Liber 14651, Page 597 (Land Office Deed S-27,101) (C.S.F. 18,666).
- (7) Non-Exclusive Easement for Electric Transmission Line Purposes (C.S.F. 16,191).
- (8) Perpetual Non-Exclusive Easements 1 to 8, inclusive for Transmission Line Purposes covered by Grant of Easement: State of Hawaii to Kauai Electric, Division of Citizens Utilities Company and Hawaiian Telephone Company dated December 18, 1979 and recorded in Liber 14661, Page 651 (Land Office Deed S-27,102) (C.S.F. 18,667).
- (9) Non-Exclusive Easement for Pipeline and Roadway Purposes in favor of County of Kauai.
- (10) Non-Exclusive Easements E-1 and E-2 for Electrical Purposes covered by Grant of Easement: State of Hawaii to Citizens Utilities Company dated September 4, 1987 and recorded in Liber 21251, Page 335 (Land Office Deed S-27,645) (C.S.F. 20,203).
- (11) Non-Exclusive Easement for Waterline Purposes covered by Governor's Executive Order 3377 to County of Kauai dated January 21, 1988 (C.S.F. 20,596).
- (12) Perpetual Non-Exclusive Easement D-1 for Drainage Purposes covered by Grant of Easement: State of Hawaii to County of Kauai dated December 3, 1987 and recorded in Liber 21722, Page 687 (Land Office Deed S-27,663) (C.S.F. 20,501).
- (13) Perpetual Non-Exclusive Easements D, G and H for Electrical and Telecommunication Purposes covered by Grant of Easement: State of Hawaii to Citizens Utilities Company and GTE Hawaiian Telephone Company, Incorporated dated April 6, 1995 and recorded in Document No. 96-084595 (Land Office Deed S-28,157) (C.S.F. 22,184).
- (14) Non-Exclusive Easement 1 for Restrictive Ground Hazard Area Purposes (C.S.F. 22,196).
- (15) Non-Exclusive Restriction Use Easement (C.S.F. 22,998).



### EXCUSIONS

1.	Kaumualii Highway (portion)	18.136 Acres
2.	Kokee Road	25.30 Acres
3.	Kokee Road Widening Project No. SRS-0700(6) (C.S.F. 17,824)	0.521 Acre
4.	Lower Saki Mana Road	10.97 Acres
5.	Polihale Road	19.28 Acres
6.	Waimea Canyon Drive	30.000 Acres
7.	Presidential Proclamation No. 827	7.871 Acres
8.	Lot A, Land Court Application 1233	3.405 Acres
9.	Lot B, Land Court Application 1233	0.712 Acre
10.	Lot C, Land Court Application 1233	1.153 Acres
11.	Grant 8143 to Jack P. Kaapuwai	0.266 Acre
12.	Grant 8202 to Augustus F. Knuden	12.340 Acres
13.	Grant 8144 to Peter Pah On Leong	3.850 Acres
14.	Grant 8153 to Baba Kaiwa	1.330 Acres
15.	Bonham Air Base Storage Area Tract E-3 (Parcel 2)	48.777 Acres
16.	Bonham Air Base Water Storage Area, Tract E-4 (C.S.F. 14,517)	0.264 Acre
17.	Addition to Kamokala Ridge Storage Area (C.S.F. 22,997)	14.372 Acres
18.	Aquaculture Site (C.S.F. 22,208)	5.195 Acres
19.	Water Tank Site (Governor's Executive Order 2884)	0.431 Acre

- |     |  |            |
|-----|--|------------|
| 20. | Tank and Pump Site and Right-of-Way<br>(Governor's Executive Order 1380)   | 0.31 Acre  |
| 21. | Kekaha (Waipao) Well Site "B" and Access Road<br>(Governor's Executive Order 3377) (C.S.F. 20,040)                               | 0.354 Acre |
| 22. | Well and Water Tank Site and Non-Exclusive Pipeline<br>and Roadway Easement (Governor's Executive Order 3004)<br>(C.S.F. 18,553) | 0.664 Acre |
| 23. | Well Site (Governor's Executive Order 4035)<br>(C.S.F. 23,662)   | 0.108 Acre |

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TOTAL AREA OF EXCLUSIONS - 205.609 Acres



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot 12

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 27,564.78 feet North and 29,522.66 feet West, thence running by azimuths measured clockwise from true South:

1. 173° 17' 28.98 feet along the remainder of the Government (Crown) Land of Waimea;
2. 261° 36' 38.48 feet along the remainder of the Government (Crown) Land of Waimea;
3. 345° 34' 26.80 feet along the remainder of the Government (Crown) Land of Waimea;
4. 78° 27' 42.21 feet along the remainder of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 0.026 acre.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
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Certificate Number 3499  
License Expires 4/06



Lot 13

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northeast corner of this parcel of land, on the Southwest side of Lot A of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,592.52 feet North and 36,914.18 feet West, thence running by azimuths measured clockwise from true South:

1. 342° 02' 30" 25.00 feet along the remainder of the Government (Crown) Land of Waimea;
2. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 542.50 feet, the chord azimuth and distance being:  
112° 53' 25" 709.66 feet;
3. 243° 44' 20" 25.00 feet along Lot A-1, along the remainder of the Government (Crown) Land of Waimea;
4. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 517.50 feet, the chord azimuth and distance being:  
292° 53' 25" 676.95 feet  
to the point of beginning and containing  
an area of 0.434 acres.



June 13, 2005  
Honolulu, Hawaii

*Wilfred Y.K. Chin*  
Wilfred Y. K. Chin  
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Certificate Number 3499  
License Expires 4/06

Lot 14

Being a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, on the Southwest side of Lot A of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,592.52 feet North and 36,914.18 feet West, thence running by azimuths measured clockwise from true South:

1. 252° 02' 30" 305.67 feet along Lot A of the Government (Crown) Land of Waimea;
2. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,172.50 feet, the chord azimuth and distance being:  
268° 09' 650.63 feet;
3. 284° 15' 30" 53.60 feet along Lot A of the Government (Crown) Land of Waimea;
4. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 617.50 feet, the chord azimuth and distance being:  
277° 49' 45" 138.29 feet;
5. 271° 24' 316.92 feet along Lot A of the Government (Crown) Land of Waimea;
6. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,157.50 feet, the chord azimuth and distance being:  
266° 40' 05" 190.97 feet;
7. 261° 56' 10" 110.35 feet along Lot A of the Government (Crown) Land of Waimea;
8. Thence along Lot A of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,502.50 feet, the chord azimuth and distance being:  
269° 45' 55" 409.34 feet;



9. 277° 35' 40" 313.69 feet along Lot A of the Government (Crown) Land of Waimea;
10. 318° 44' 38.00 feet along the West side of Kaumualii Highway (Hawaii Project DA-WR-1);
11. 97° 35' 40" 342.31 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;
12. Thence along the Wild Bird Sanctuary, Governor's Executive Order 3685, on a curve to the left with a radius of 1,477.50 feet, the chord azimuth and distance being:  
89° 45' 55" 402.53 feet;
13. 81° 56' 10" 110.35 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;
14. Thence along the Wild Bird Sanctuary, Governor's Executive Order 3685, on a curve to the right with a radius of 1,182.50 feet, the chord azimuth and distance being:  
86° 40' 05" 195.10 feet;
15. 91° 24' 316.92 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;
16. Thence along the Wild Bird Sanctuary, Governor's Executive Order 3685, on a curve to the right with a radius of 642.50 feet, the chord azimuth and distance being:  
97° 49' 45" 143.89 feet;
17. 104° 15' 30" 53.60 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;
18. Thence along the Wild Bird Sanctuary, Governor's Executive Order 3685, on a curve to the left with a radius of 1,147.50 feet, the chord azimuth and distance being:  
88° 09' 636.76 feet;
19. 72° 02' 30" 305.67 feet along the Wild Bird Sanctuary, Governor's Executive Order 3685;



20. 162° 02' 30"

25.00 feet along the remainder of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 1.440 acres.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot A-1

Being a portion of Lot A of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southeast corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,592.52 feet North and 36,914.18 feet West, thence running by azimuths measured clockwise from true South:

1. Along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 517.50 feet, the chord azimuth and distance being:  
112° 53' 25" 676.95 feet;
2. 63° 44' 20" 37.50 feet along the remainder of the Government (Crown) Land of Waimea;
3. 333° 44' 20" 73.89 feet along the remainder of the Government (Crown) Land of Waimea;
4. 243° 44' 20" 20.67 feet along the remainder of the Government (Crown) Land of Waimea;
5. 137° 30' 20" 2,123.85 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
6. 205° 10' 30.64 feet along Addition to Bonham Air Base, Tract E-2;
7. 226° 20' 587.33 feet along Addition to Bonham Air Base, Tract E-2;
8. 149° 11' 1,451.33 feet along Addition to Bonham Air Base, Tract E-2;
9. 164° 12' 143.83 feet along Addition to Bonham Air Base, Tract E-2;
10. 182° 29' 158.62 feet along Addition to Bonham Air Base, Tract E-2;







- |     |      |     |             |  |
|-----|------|-----|-------------|--|
| 24. | 34°  | 58' | 150.21 feet | along the remainder of Lot A of the Government (Crown) Land of Waimea;   |
| 25. | 304° | 58' | 75.00 feet  | along the remainder of Lot A of the Government (Crown) Land of Waimea;   |
| 26. | 34°  | 58' | 60.20 feet  | along the remainder of Lot A of the Government (Crown) Land of Waimea;   |
| 27. | 124° | 58' | 196.71 feet | along Grant 8891 to Rokuichiro Gotanda;  |
| 28. | 63°  | 22' | 288.60 feet | along Grant 8891 to Rokuichiro Gotanda;  |
| 29. | 333° | 22' | 161.50 feet | along Grant 8891 to Rokuichiro Gotanda;  |
| 30. | 301° | 38' | 402.20 feet | along Grant 8891 to Rokuichiro Gotanda;  |
| 31. | 277° | 55' | 234.87 feet | along the remainder of Lot A of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 176.160 acres. |



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Lot A-2

Being a portion of Lot A of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,592.52 feet North and 36,914.18 feet West, thence running by azimuths measured clockwise from true South:

1. 97° 55' 15" 234.87 feet along the remainder of Lot A of the Government (Crown) Land of Waimea;
2. 211° 38' 154.90 feet along Grant 8891 to Rokuichiro Gotanda;
3. 121° 38' 120.00 feet along Grant 8891 to Rokuichiro Gotanda;
4. 211° 38' 160.00 feet along Grant 8891 to Rokuichiro Gotanda;
5. 124° 58' 71.49 feet along Grant 8891 to Rokuichiro Gotanda;
6. 214° 58' 60.20 feet along the remainder of Lot A of the Government (Crown) Land of Waimea;
7. 124° 58' 75.00 feet along the remainder of Lot A of the Government (Crown) Land of Waimea;
8. 214° 58' 150.21 feet along the remainder of Lot A of the Government (Crown) Land of Waimea;
9. 169° 51' 3,122.61 feet along the remainder of Lot A of the Government (Crown) Land of Waimea;
10. 318° 44' 4,831.08 feet along the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
11. 97° 35' 40" 313.69 feet along the remainder of the Government (Crown) Land of Waimea;



12. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,502.50 feet, the chord azimuth and distance being:  
89° 45' 55" 409.34 feet;
13. 81° 56' 10" 110.35 feet along the remainder of the Government (Crown) Land of Waimea;
14. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,157.50 feet, the chord azimuth and distance being:  
86° 40' 05" 190.97 feet;
15. 91° 24' 316.92 feet along the remainder of the Government (Crown) Land of Waimea;
16. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 617.50 feet, the chord azimuth and distance being:  
97° 49' 45" 138.29 feet;
17. 104° 15' 30" 53.60 feet along the remainder of the Government (Crown) Land of Waimea;
18. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,172.50 feet, the chord azimuth and distance being:  
88° 09' 650.63 feet;
19. 72° 02' 30" 305.67 feet along the remainder of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 105.032 acres.



June 13, 2005  
Honolulu, Hawaii

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Easement 100  
(For Agricultural Conservation Purposes)

Being a portion of Lot 11, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Southwest corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,187.50 feet North and 37,909.52 feet West, thence running by azimuths measured clockwise from true South:

- |     |      |         |                          |
|-----|------|---------|--------------------------|
| 1.  | 185° | 24'     | 122.46 feet along Lot 1; |
| 2.  | 180° | 23'     | 340.89 feet along Lot 1; |
| 3.  | 193° | 32'     | 143.47 feet along Lot 1; |
| 4.  | 203° | 01'     | 520.84 feet along Lot 1; |
| 5.  | 208° | 23'     | 263.70 feet along Lot 1; |
| 6.  | 194° | 10' 30" | 174.08 feet along Lot 1; |
| 7.  | 183° | 02'     | 302.97 feet along Lot 1; |
| 8.  | 191° | 26'     | 136.43 feet along Lot 1; |
| 9.  | 198° | 03'     | 251.16 feet along Lot 1; |
| 10. | 186° | 44' 30" | 681.33 feet along Lot 1; |
| 11. | 183° | 02'     | 264.72 feet along Lot 1; |
| 12. | 191° | 28'     | 435.49 feet along Lot 1; |
| 13. | 201° | 43'     | 253.79 feet along Lot 1; |
| 14. | 209° | 05'     | 320.86 feet along Lot 1; |
| 15. | 205° | 48'     | 203.30 feet along Lot 1; |
| 16. | 191° | 49'     | 281.61 feet along Lot 1; |



- |     |   |  |
|-----|---|--|
| 17. | 195° 19'  | 277.88 feet along Lot 1;                     |
| 18. | 189° 05'  | 278.61 feet along Lot 1;                     |
| 19. | 177° 49'  | 325.32 feet along Lot 1;                     |
| 20. | 182° 46'  | 287.14 feet along Lot 1;                     |
| 21. | 191° 06'  | 260.84 feet along Lot 1;                     |
| 22. | 176° 42'  | 411.20 feet along Lot 1;                     |
| 23. | 196° 40'  | 2,593.67 feet along Lot 1;                   |
| 24. | 191° 05'  | 144.42 feet along Lot 1;                     |
| 25. | 224° 03'  | 1,458.00 feet along Lot 1;                   |
| 26. | 191° 05'  | 732.36 feet along Lot 1;                     |
| 27. | 224° 03'  | 1,195.22 feet along Lot 1;                   |
| 28. | Thence along the remainder of Lot 11, on a curve to the left with a radius of 310.00 feet, the chord azimuth and distance being:<br>4° 33' 323.79 feet; |  |
| 29. | 333° 04'  | 145.13 feet along the remainder of Lot 11;   |
| 30. | 336° 27'  | 936.57 feet along the remainder of Lot 11;   |
| 31. | 44° 03'   | 3,604.33 feet along the remainder of Lot 11; |
| 32. | 16° 40'   | 1,440.89 feet along the remainder of Lot 11; |
| 33. | 356° 42'  | 398.77 feet along the remainder of Lot 11;   |
| 34. | 11° 06'   | 274.21 feet along the remainder of Lot 11;   |
| 35. | 2° 46'  | 258.12 feet along the remainder of Lot 11;   |
| 36. | 357° 49'  | 339.18 feet along the remainder of Lot 11;   |
| 37. | 9° 05'  | 316.89 feet along the remainder of Lot 11;   |
| 38. | 15° 19'   | 283.86 feet along the remainder of Lot 11;   |



- |     |             |  |
|-----|-------------|--|
| 39. | 11° 49'     | 304.63 feet along the remainder of Lot 11;   |
| 40. | 25° 48'     | 241.12 feet along the remainder of Lot 11;   |
| 41. | 29° 05'     | 311.93 feet along the remainder of Lot 11;   |
| 42. | 21° 43'     | 215.28 feet along the remainder of Lot 11;   |
| 43. | 11° 28'     | 394.63 feet along the remainder of Lot 11;   |
| 44. | 3° 02'      | 254.38 feet along the remainder of Lot 11;   |
| 45. | 6° 44' 30"  | 714.17 feet along the remainder of Lot 11;   |
| 46. | 18° 03'     | 261.46 feet along the remainder of Lot 11;   |
| 47. | 11° 26'     | 103.62 feet along the remainder of Lot 11;   |
| 48. | 3° 02'      | 308.99 feet along the remainder of Lot 11;   |
| 49. | 14° 10' 30" | 229.62 feet along the remainder of Lot 11;   |
| 50. | 28° 23'     | 283.14 feet along the remainder of Lot 11;   |
| 51. | 23° 01'     | 488.38 feet along the remainder of Lot 11;   |
| 52. | 13° 32'     | 93.92 feet along the remainder of Lot 11;  |
| 53. | 0° 23'      | 323.03 feet along the remainder of Lot 11;   |
| 54. | 5° 24'      | 153.42 feet along the remainder of Lot 11;   |
| 55. | 99° 58' 30" | 250.81 feet along Lot 5 to the point of beginning and containing an area of 122.011 acres. |



June 13, 2005  
Honolulu, Hawaii

*Wilfred Y. K. Chin*  
 Wilfred Y. K. Chin  
 Licensed Professional Land Surveyor  
 Certificate Number 3499  
 License Expires 4/06



Easement 101  
(For Agricultural Conservation Purposes)

Being a portion of Lot 11, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northeast corner of this easement on the West side of Hawaiian Home Land (C.S.F. 13,610), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 41,337.48 feet North and 29,284.46 feet West, thence running by azimuths measured clockwise from true South:

1.     4°   30'                   7,700.00 feet along Hawaiian Home Land;
2.     39°   59'   32"           5,364.66 feet along the remainder of Lot 11;
3.    Thence along the remainder of Lot 11, on a curve to the right with a radius of  
  5,077.50 feet, the chord azimuth and  
  distance being:  
  76°   13'   25"           348.99 feet;
4.     78°   11'   35"           18.66 feet along the remainder of Lot 11;
5.    Thence along the remainder of Lot 11, on a curve to the left with a radius of  
  5,142.50 feet, the chord azimuth and  
  distance being:  
  76°   35'   30"           287.42 feet;
6.     74°   59'   25"           484.69 feet along the remainder of Lot 11;
7.    Thence along the remainder of Lot 11, on a curve to the left with a radius of  
  10,272.50 feet, the chord azimuth and  
  distance being:  
  74°   11'   15"           287.85 feet;
8.     73°   23'   05"           380.10 feet along the remainder of Lot 11;



9. Thence along the remainder of Lot 11, on a curve to the right with a radius of 1,717.50 feet, the chord azimuth and distance being:  
76° 07' 45" 164.47 feet;
10. 78° 52' 25" 20.86 feet along the remainder of Lot 11;
11. 168° 53' 38.37 feet along Lot 5;
12. 78° 53' 798.13 feet along Lot 5;
13. Thence along Lot 5, on a curve to the right with a radius of 944.32 feet, the chord azimuth and distance being:  
89° 25' 45" 345.66 feet;
14. 99° 58' 30" 1,533.83 feet along Lot 5;
15. 185° 24' 153.42 feet along the remainder of Lot 11;
16. 180° 23' 323.03 feet along the remainder of Lot 11;
17. 193° 32' 93.92 feet along the remainder of Lot 11;
18. 203° 01' 488.38 feet along the remainder of Lot 11;
19. 208° 23' 283.14 feet along the remainder of Lot 11;
20. 194° 10' 30" 229.62 feet along the remainder of Lot 11;
21. 183° 02' 308.99 feet along the remainder of Lot 11;
22. 191° 26' 103.62 feet along the remainder of Lot 11;
23. 198° 03' 261.46 feet along the remainder of Lot 11;
24. 186° 44' 30" 714.17 feet along the remainder of Lot 11;
25. 183° 02' 254.38 feet along the remainder of Lot 11;
26. 191° 28' 394.63 feet along the remainder of Lot 11;
27. 201° 43' 215.28 feet along the remainder of Lot 11;



- |     |  |  |
|-----|--|--|
| 28. | 209° 05'   | 311.93 feet along the remainder of Lot 11;                                   |
| 29. | 205° 48'   | 241.12 feet along the remainder of Lot 11;                                   |
| 30. | 191° 49'   | 304.63 feet along the remainder of Lot 11;                                   |
| 31. | 195° 19'   | 283.86 feet along the remainder of Lot 11;                                   |
| 32. | 189° 05'   | 316.89 feet along the remainder of Lot 11;                                   |
| 33. | 177° 49'   | 339.18 feet along the remainder of Lot 11;                                   |
| 34. | 182° 46'   | 258.12 feet along the remainder of Lot 11;                                   |
| 35. | 191° 06'   | 274.21 feet along the remainder of Lot 11;                                   |
| 36. | 176° 42'   | 398.77 feet along the remainder of Lot 11;                                   |
| 37. | 196° 40'   | 1,440.89 feet along the remainder of Lot 11;                                 |
| 38. | 224° 03'   | 3,604.33 feet along the remainder of Lot 11;                                 |
| 39. | 156° 27'   | 936.57 feet along the remainder of Lot 11;                                   |
| 40. | 153° 04'   | 145.13 feet along the remainder of Lot 11;                                   |
| 41. | Thence along the remainder of Lot 11 and along Lot 1, on a curve to the right with<br>a radius of 310.00 feet, the chord<br>azimuth and distance being:<br>195° 41' 419.80 feet; |  |
| 42. | 238° 18'   | 160.91 feet along Lot 1;   |
| 43. | 134° 03'   | 1,395.67 feet along Lot 1 and along Tract E-1 (C.S.F.<br>14,517);            |
| 44. | 224° 03'   | 4,385.90 feet along Polihale State Park, Governor's<br>Executive Order 2901; |



45. 325° 29' 35"

4,557.72 feet along the remainder of Lot 11 to the point of beginning and containing a GROSS AREA of 1,873.110 acres and a NET AREA of 1,871.780 acres after deducting therefrom Grant 8153 to Baba Kaiwa and Lower Saki Mana Road (10.970 Acres).



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06







7. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,650.00 feet, the chord azimuth and distance being:  
18° 05' 55" 1,782.70 feet;
8. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the left with a radius of 1,650.00 feet, the chord azimuth and distance being:  
281° 25' 56" 3,174.80 feet;
9. 349° 00' 3,695.31 feet along Hawaiian Home Land;
10. 329° 00' 8,500.00 feet along Hawaiian Home Land;
11. 323° 56' 15" 1,495.26 feet along Hawaiian Home Land;
12. 43° 20' 6,355.57 feet along the remainder of the Government (Crown) Land of Waimea;
13. 138° 44' 15,620.53 feet along the Northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
14. Thence along the Northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1), on a curve to the right with a radius of 1,950.51 feet, the chord azimuth and distance being:  
167° 22' 30" 1,869.88 feet;
15. 196° 01' 2,536.22 feet along the East side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
16. Thence along the Lot 5, on a curve to the right with a radius of 1,750.44 feet, the chord azimuth and distance being:  
227° 27' 1,825.73 feet;
17. 258° 53' 684.38 feet along Lot 5;
18. 168° 53' 61.63 feet along Lot 5;
19. 258° 52' 25" 20.86 feet along the remainder of Lot 11;



20. Thence along the remainder of Lot 11, on a curve to the left with a radius of 1,717.50 feet, the chord azimuth and distance being:  
256° 07' 45" 164.47 feet;
21. 253° 23' 05" 380.10 feet along the remainder of Lot 11;
22. Thence along the remainder of Lot 11, on a curve to the right with a radius of 10,272.50 feet, the chord azimuth and distance being:  
254° 11' 15" 287.85 feet;
23. 254° 59' 25" 484.69 feet along the remainder of Lot 11;
24. Thence along the remainder of Lot 11, on a curve to the right with a radius of 5,142.50 feet, the chord azimuth and distance being:  
256° 35' 30" 287.42 feet;
25. 258° 11' 35" 18.66 feet along the remainder of Lot 11;
26. Thence along the remainder of Lot 11, on a curve to the left with a radius of 5,077.50 feet, the chord azimuth and distance being:  
256° 13' 25" 348.99 feet;
27. 219° 59' 32" 5,364.66 feet along the remainder of Lot 11 to the point of beginning and containing a GROSS AREA of 3,172.542 acre and a NET AREA of 3,168.692 ACRES after deducting therefrom Grant 8144 to Peter Pah On Leong (3.850 acres).



June 13, 2005  
Honolulu, Hawaii

*Wilfred Y.K. Chin*  
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Certificate Number 3499  
License Expires 4/06



Easement 103  
(For Agricultural Conservation Purposes)

Being all of Lot 2, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.97 feet West, thence running by azimuths measured clockwise from true South:

1. 279° 58' 30" 21.97 feet along the South Side of Kaumualii Highway (Hawaii Project No. DA-WR(1));
2. Thence along the South Side of Kaumualii Highway (Hawaii Project No. DA-WR(1)), on a curve to the right with a radius of 1,049.89 feet, the chord azimuth and distance being:  
306° 01' 39" 922.21 feet;
3. 79° 10' 50" 792.37 feet along the remainder of the Government (Crown) Land of Waimea;
4. 149° 50' 50.89 feet along the remainder of the Government (Crown) Land of Waimea;
5. 140° 35' 118.58 feet along the remainder of the Government (Crown) Land of Waimea;
6. 174° 14' 30" 78.90 feet along the remainder of the Government (Crown) Land of Waimea;
7. 196° 07' 30" 396.69 feet along the remainder of the Government (Crown) Land of Waimea;



8. 185° 24'

100.22 feet along the remainder of the Government (Crown) Land of Waimea to the point of beginning and containing an area of 8.691 Acres.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y.K. Chin  
Wilfred Y. K. Chin  
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Certificate Number 3499  
License Expires 4/06



Easement 104  
(For Agricultural Conservation Purposes)

Being all of Lot 4, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the South corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 28,075.32 feet North and 37,176.45 feet West, thence running by azimuths measured clockwise from true South:

1. Along Kaumualii Highway (Hawaii Project No. DA-WR (1)), on a curve to the left with a radius of 1,149.89 feet, the chord azimuth and distance being:  
152° 28' 11" 1,094.64 feet;
2. 279° 58' 30" 1,285.64 feet along Kaumualii Highway (Hawaii Project No. DA-WR (1));
3. Thence along Kaumualii Highway (Hawaii Project No. DA-WR (1)), on a curve to the left with a radius of 1,044.32 feet, the chord azimuth and distance being:  
278° 15' 31" 62.56 feet;
4. Thence along Kaumualii Highway (Hawaii Project No. DA-WR (1)), on a curve to the left with a radius of 1,850.44 feet, the chord azimuth and distance being:  
48° 02' 56" 1,105.48 feet  
to the point of beginning and containing  
a GROSS AREA of 9.637 ACRES and  
NET AREA of 9.489 ACRES after  
deducting therefrom Mana Substation  
Site A (0.148 Acres) (C.S.F. 20,658).



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06

Easement 105  
(For Agricultural Conservation Purposes)

Being all of Lot 8, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, on the Southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 18,694.21 feet North and 33,604.25 feet West, thence running by azimuths measured clockwise from true South:

1. 318° 44' 3,012.76 feet along the West side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
2. 43° 30' 26" 368.90 feet along the remainder of the Government (Crown) Land of Waimea;
3. 138° 48' 347.07 feet along the remainder of the Government (Crown) Land of Waimea;
4. 143° 55' 55" 2,682.32 feet along the remainder of the Government (Crown) Land of Waimea;
5. 216° 00' 127.05 feet along the Wild Bird Sanctuary (Governor's Executive Order 3437) to the point of beginning and containing an area of 17.875 Acres.



June 13, 2005  
Honolulu, Hawaii

*Wilfred Y.K. Chin*  
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Certificate Number 3499  
License Expires 4/06



Easement 106  
(For Agricultural Conservation Purposes)

Being a portion of Lot 11, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Beginning at the Northeast corner of this easement on the West side of Hawaiian Home Land (C.S.F. 13,610), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 32,117.34 feet North and 29,588.49 feet West, thence running by azimuths measured clockwise from true South:

1. 349° 00' 1,282.80 feet along Hawaiian Home Land;
2. 85° 32' 40" 778.77 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
3. 355° 31' 40" 319.61 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
4. 26° 32' 10" 508.45 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
5. 349° 42' 131.59 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
6. 69° 18' 30" 980.90 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
7. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the left with a radius of 182.50 feet, the chord azimuth and distance being:  
309° 23' 80.21 feet;
8. 296° 41' 20" 196.91 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);

9. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the right with a radius of 257.50 feet, the chord azimuth and distance being:  
309° 17' 15" 112.33 feet;
10. 321° 53' 10" 161.32 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
11. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the right with a radius of 307.50 feet, the chord azimuth and distance being:  
327° 10' 50" 56.75 feet;
12. 332° 28' 30" 142.35 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
13. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the right with a radius of 157.50 feet, the chord azimuth and distance being:  
344° 11' 40" 63.98 feet;
14. 355° 54' 50" 63.21 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
15. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the left with a radius of 292.50 feet, the chord azimuth and distance being:  
344° 04' 35" 120.00 feet;
16. 332° 14' 20" 53.33 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
17. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the left with a radius of 72.50 feet, the chord azimuth and distance being:  
281° 05' 30" 112.92 feet;
18. 229° 56' 40" 126.19 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);



19. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the left with a radius of 612.50 feet, the chord azimuth and distance being:  
221° 21' 183.06 feet;
20. 212° 45' 20" 79.18 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
21. Thence along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997), on a curve to the right with a radius of 107.50 feet, the chord azimuth and distance being:  
239° 37' 55" 97.19 feet;
22. 266° 30' 30" 13.07 feet along the addition to Kamokala Ridge Storage Area (C.S.F. 22,997);
23. 349° 42' 271.35 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
24. 269° 11' 20" 1,078.56 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
25. 203° 47' 20" 128.83 feet along Bonham Air Base Storage Area, Tract E-3 (C.S.F. 14,517);
26. 349° 00' 584.03 feet along Hawaiian Home Land (C.S.F. 13,610);
27. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,650.00 feet, the chord azimuth and distance being:  
101° 25' 56" 3,174.80 feet;
28. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,650.00 feet, the chord azimuth and distance being:  
198° 05' 55" 1,782.70 feet;

29. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,800.00 feet, the chord azimuth and distance being:  
208° 58' 41" 787.14 feet;
30. 230° 19' 42" 725.06 feet along the remainder of the Government (Crown) Land of Waimea;
31. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,800.00 feet, the chord azimuth and distance being:  
247° 51' 27" 625.13 feet;
32. 264° 09' 27" 107.55 feet along the remainder of the Government (Crown) Land of Waimea;
33. Thence along the remainder of the Government (Crown) Land of Waimea, on a curve to the right with a radius of 1,800.00 feet, the chord azimuth and distance being:  
258° 50' 32" 205.28 feet to the point of beginning and containing an area of 176.372 acres.



June 13, 2005  
Honolulu, Hawaii

Wilfred Y. K. Chin  
Wilfred Y. K. Chin  
Licensed Professional Land Surveyor  
Certificate Number 3499  
License Expires 4/06



Easement 107  
(For Roadway Purposes)

Being a portion of Lot 11, being also a portion of the Government (Crown) Land of Waimea.

Situated at Kekaha, Waimea, Kauai, Hawaii.

Being a strip of land twenty (20.00) feet wide and extending for ten (10.00) feet on each side of the following described centerline.

Beginning at the West end of this centerline and on the centerline of Easement "A" for Roadway Part III (C.S.F. 14,517), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 27,540.36 feet North and 29,875.62 feet West, thence running by azimuths measured clockwise from true South:

1. 296° 14' 59.58 feet;
2. Thence on a curve to the left with a radius of 125.00 feet, the arc length being 95.12 feet and the chord azimuth and distance being:  
274° 26' 92.84 feet;
3. 252° 38' 216.03 feet to the West side of Lot 12 and containing an area of 0.170 acre.

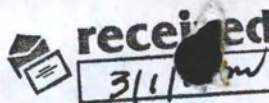


June 13, 2005  
Honolulu, Hawaii

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\_\_\_\_\_  
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LINDA LINGLE  
GOVERNOR OF HAWAII



PETER T. YOUNG  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA  
DEPUTY DIRECTOR

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

February 21, 2007

GL No. S-3852  
LD-GM

Ms. Niru Santos  
USA, Department of the Navy  
Pacific Division  
Naval Facilities Engineering Command  
258 Makalapa Drive, Suite 100  
Pearl Harbor, Hawaii 96860-7300

Subject: Fifth Amendment of GL No. 3852, Mana, Waimea, Kauai, TMK: (4) 1-2-02: Por.  
1

Dear Ms. Santos:

Enclosed, for your records, is one fully executed copy of the above referenced document.

If there is anything we can help you with or if you have any questions, please do not hesitate to contact Gary Martin at 587-0421. Thank you.

Sincerely,

A handwritten signature of Russell Y. Tsuji is located below the "Sincerely," text.

RUSSELL Y. TSUJI  
Administrator

Enclosure

c: Central Files  
District Files

Scan 12/26/07





WHEREAS, the lease was further amended to provide for one additional parcel of land and two roadways, and utility, communication cable, and water pipeline right-of-way, by Amendment to State General Lease No. S-3852 dated May 31, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in liber 9221, page 407; and

WHEREAS, the lease was further amended to include an area of 14.372 acres by unrecorded Amendment of General Lease No. S-3852 dated August 28, 2000; and

WHEREAS, the lease was further amended to allow subletting by unrecorded Amendment of General Lease No. S-3852 dated March 5, 2003; and

WHEREAS, the lease was further amended by that certain unrecorded Fifth Amendment of General Lease No. S-3852 dated February 21, 2007; and

WHEREAS, about 60 acres were withdrawn from unrecorded Governor's Executive Order No. 4007 by unrecorded Governor's Executive Order No. 4165 dated July 20, 2006; and

WHEREAS, Governor's Executive Order No. 4165 was subject to legislative disapproval; and

WHEREAS, the 2007 Hawaii legislative session adjourned in May 2007 without disapproving Governor's Executive Order No. 4165; and

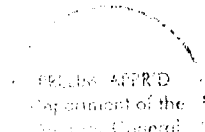
WHEREAS, the Government desires that the general lease be further amended to add the additional 60 acres; and

WHEREAS, the Board of Land and Natural Resources, at its meetings held on May 24, 2004 and December 8, 2006, has approved the amendment to General Lease No. S-3852, adding an additional area of 60 acres to its operation for purposes of:

1. compliance with Federal Anti-Terrorism/Force Protection ("ATFP") guidelines regarding setback distance around military bases, and
2. securing an existing potable water source.

NOW, THEREFORE, the Lessor and the Government covenant and agree that:

- A. Paragraph 2 of page 1, of General Lease No. S-





3852, is hereby amended to add:

"2c. The Lessor hereby leases to the Government an additional area of 60 acres, situate at Kekaha, Waimea, Kauai, Hawaii, being identified as follows:

"Portion of the Government (Crown) Land of Waimea, Lot 1," containing an area of 47.937 acres, subject, however, to Portions of Perpetual Non-Exclusive Transmission Line Easement 1, Perpetual Non-Exclusive Transmission Line Easement 2, Perpetual Non-Exclusive Transmission Line Easement 3, Perpetual Non-Exclusive Transmission Line Easement 4, SUBJECT, ALSO, to Portion of Non-Exclusive Easement D, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,331 and dated September 27, 2006;

"Portion of the Government (Crown) Land of Waimea, Lot 9," containing an area of 12.422 acres, SUBJECT, however, to Perpetual Non-Exclusive Transmission Line Easement, and RESERVING to the State of Hawaii, its successors and assigns, Easement E for Roadway Purposes and Non-Exclusive Access and Drainage Easement, Easement 1, more particularly described in Exhibit "C" and delineated on Exhibit "D," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,334 and dated September 27, 2006; and

"Portion of the Government (Crown) Land of Waimea, Lot 12," containing an area of 0.026 acre, TOGETHER WITH Non-Exclusive Roadway Easement 107, Portion of Non-Exclusive Easement "A" for Roadway and Utilities, Part III, Non-Exclusive Easement "A" for Roadway and Utilities, Part II, and Non-Exclusive Easement "A" for Roadway and Utilities, Part I, SUBJECT, however, to Portion of Non-Exclusive Easement "G" for Water Pipeline-Part IV, more particularly described in Exhibit "E" and delineated on Exhibit "F," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,336 and dated September 27, 2006;

for purposes of:

1. compliance with Federal ATFP guidelines regarding setback distance around military bases, and

2. securing an existing potable water source.

IN CONSIDERATION THEREOF, the Lessor and the Government further agree that this Sixth Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3852, and the amendments as above-referenced, except as herein provided.

This Sixth Amendment, read in conjunction with the General Lease No. S-3852 and the amendments as above-referenced, sets forth the entire agreement between the Lessor and Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and Government.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

STATE OF HAWAII

Approved by the Board of  
Land and Natural Resources  
at its meetings held on  
May 24, 2004 and  
December 8, 2006.

By KmC Kawai  
for Chairperson  
Board of Land and  
Natural Resources  
APPROVED AS TO FORM:

LESSOR

Pamela K. Natubawa  
Deputy Attorney General

UNITED STATES OF AMERICA

Dated: 8/6/07

By Dennis Pacht  
Its DENNIS PACT  
Realty Operations Officer  
Naval Facilities Engineering Command, Pacific  
Real Estate Contracting Officer





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

**September 27, 2006**

**C.S.F. No. 24,331**

**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOT 1**

**Kekaha, Waimea, Kauai, Hawaii**

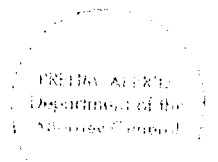
Beginning at the southwest corner of this parcel of land, at the northwest corner of Lot B of the Government (Crown) Land of Waimea and on the east boundary of Bonham Air Base, Tract E-2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 28,405.79 feet North and 38,335.44 feet West, thence running by azimuths measured clockwise from True South:-

- |                 |   |
|-----------------|---|
| 1. 140° 35'     | 136.86 feet along Bonham Air Base, Tract E-2; |
| 2. 174° 14' 30" | 153.27 feet along Bonham Air Base, Tract E-2; |
| 3. 196° 07' 30" | 411.61 feet along Bonham Air Base, Tract E-2; |
| 4. 185° 24'     | 302.35 feet along Bonham Air Base, Tract E-2; |
| 5. 180° 23'     | 351.61 feet along Bonham Air Base, Tract E-2; |

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Department of the  
Attorney General

**EXHIBIT A**

6.	193°	32'	173.20 feet along Bonham Air Base, Tract E-2;
7.	203°	01'	540.31 feet along Bonham Air Base, Tract E-2;
8.	208°	23'	252.04 feet along Bonham Air Base, Tract E-2;
9.	194°	10' 30"	140.75 feet along Bonham Air Base, Tract E-2;
10.	183°	02'	299.35 feet along Bonham Air Base, Tract E-2;
11.	191°	26'	156.12 feet along Bonham Air Base, Tract E-2;
12.	198°	03'	244.98 feet along Bonham Air Base, Tract E-2;
13.	186°	44' 30"	661.62 feet along Bonham Air Base, Tract E-2;
14.	183°	02'	270.92 feet along Bonham Air Base, Tract E-2;
15.	191°	28'	460.00 feet along Bonham Air Base, Tract E-2;
16.	201°	43'	276.90 feet along Bonham Air Base, Tract E-2;
17.	209°	05'	326.22 feet along Bonham Air Base, Tract E-2;
18.	205°	48'	180.60 feet along Bonham Air Base, Tract E-2;
19.	191°	49'	267.80 feet along Bonham Air Base, Tract E-2;
20.	195°	19'	274.30 feet along Bonham Air Base, Tract E-2;
21.	189°	05'	255.65 feet along Bonham Air Base, Tract E-2;
22.	177°	49'	317.01 feet along Bonham Air Base, Tract E-2;
23.	182°	46'	304.55 feet along Bonham Air Base, Tract E-2;
24.	191°	06'	176.75 feet along Bonham Air Base, Tract E-2;
25.	92°	40'	67.00 feet along Bonham Air Base, Tract E-2;





September 27, 2006

26. Thence along Roadway Tract E-2-A on a curve to the right with a radius of 110.00 feet, the chord azimuth and distance being:  
197° 53' 45.30 feet;
27. 209° 46' 14.00 feet along Roadway Tract E-2-A;
28. Thence along Roadway Tract E-2-A on a curve to the left with a radius of 380.00 feet, the chord azimuth and distance being:  
193° 14' 216.28 feet;
29. 176° 42' 224.06 feet along Roadway Tract E-2-A;
30. 196° 40' 2612.76 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 2, Governor's Executive Order 945;
31. 191° 05' 181.49 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 2, Governor's Executive Order 945;
32. 224° 03' 1458.00 feet along Bonham Air Base, Tract E-1;
33. 191° 05' 742.14 feet along Bonham Air Base, Tract E-1;
34. 224° 03' 1506.89 feet along Bonham Air Base, Tract E-1;
35. 314° 03' 201.43 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
36. 58° 18' 160.91 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
37. Thence along Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 310.00 feet, the chord azimuth and distance being:  
47° 10' 119.72 feet;
38. 44° 03' 1195.22 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;

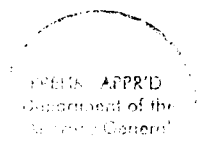


September 27, 2006

39.	11° 05'	732.36 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
40.	44° 03'	1458.00 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
41.	11° 05'	144.42 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
42.	16° 40'	2593.67 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
43.	356° 42'	411.20 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
44.	11° 06'	260.84 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
45.	2° 46'	287.14 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
46.	357° 49'	325.32 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
47.	9° 05'	278.61 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
48.	15° 19'	277.88 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
49.	11° 49'	281.61 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
50.	25° 48'	203.30 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
51.	29° 05'	320.86 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
52.	21° 43'	253.79 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;



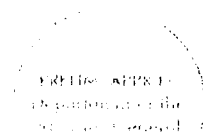
- |     |             |  |
|-----|-------------|--|
| 53. | 11° 28'     | 435.49 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 54. | 3° 02'      | 264.72 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 55. | 6° 44' 30"  | 681.33 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 56. | 18° 03'     | 251.16 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 57. | 11° 26'     | 136.43 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 58. | 3° 02'      | 302.97 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 59. | 14° 10' 30" | 174.08 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 60. | 28° 23'     | 263.70 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 61. | 23° 01'     | 520.84 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 62. | 13° 32'     | 143.47 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 63. | 0° 23'      | 340.89 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 64. | 5° 24'      | 122.46 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 65. | 99° 58' 30" | 97.22 feet along the north side of Kaumualii Highway (Kao Road);                           |
| 66. | 9° 58' 30"  | 100.00 feet along the west end of Kaumualii Highway (Kao Road);                            |



67. 279° 58' 30" 105.23 feet along the south side of Kaumualii Highway (Kao Road);
68. 5° 24' 100.22 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
69. 16° 07' 30" 396.69 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
70. 354° 14' 30" 78.90 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
71. 320° 35' 118.58 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
72. 329° 50' 50.89 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
73. 79° 10' 50" 161.52 feet along Lot B of the Government (Crown) Land of Waimea to the point of beginning and containing an AREA OF 47.937 ACRES.

SUBJECT, however, to the following easements covered by Grant of Easement: State of Hawaii to Kauai Electric, a Division of Citizens Utilities Co. and Hawaiian Telephone Co. dated December 18, 1979 and recorded in Liber 14661, Page 651 (Land Office Deed S-27,102):

- A. Portions of Perpetual Non-Exclusive Transmission Line Easement 1.
- B. Perpetual Non-Exclusive Transmission Line Easement 2.
- C. Perpetual Non-Exclusive Transmission Line Easement 3.
- D. Perpetual Non-Exclusive Transmission Line Easement 4.





September 27, 2006

SUBJECT, ALSO, to Portion of Non-Exclusive Easement D (15.00 ft. wide) for Powerline Purposes covered by General Lease S-3852 to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and  
desc. furn. by ControlPoint  
Surveying, Inc. Said map and  
desc. have been examined  
and checked as to form and  
mathematical correctness but  
not on the ground by the  
Survey Division.

RECEIVED  
SEP 28 2006  
DEPARTMENT OF THE  
LAND AND NATURAL RESOURCES







**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

C.S.F. No. 24,334

September 27, 2006

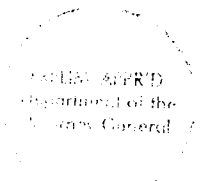
**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOT 9**

**Kekaha, Waimea, Kauai, Hawaii**

Beginning at the southeast corner of this parcel of land, on the southwest side Kaumualii Highway (Hawaii Project No. DA-WR-1), and at the north corner of Lot 11 of Kekaha Agricultural Park Subdivision, File Plan 2136, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 16,324.30 feet North and 31,524.69 feet West, thence running by azimuths measured clockwise from True South:-

1. 48° 44' 647.44 feet along Lot 11 of Kekaha Agricultural Park Subdivision, File Plan 2136;
2. 146° 56' 40" 3140.13 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
3. 216° 00' 76.93 feet along Lot 10 of the Government (Crown) Land of Waimea;

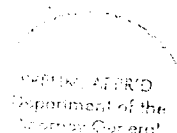


**EXHIBIT C**

September 27, 2006

4. 323° 55' 55" 2682.32 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
5. 318° 48' 347.07 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
6. 223° 30' 26" 368.90 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007;
7. 318° 44' 140.14 feet along the southwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1), to the point of beginning and containing an AREA OF 12.422 ACRES.

SUBJECT, however, to Perpetual Non-Exclusive Transmission Line Easement covered by Grant of Easement: State of Hawaii to Kauai Electric, a Division of Citizens Utilities Company, and Hawaiian Telephone Company dated December 18, 1979 and recorded in Liber 14651, Page 597 (Land Office Deed S-27101) as shown on plan attached hereto and made a part hereof.





September 27, 2006

RESERVING to the State of Hawaii, its successors and assigns, the following easements as shown on plan attached hereto and made a part hereof:

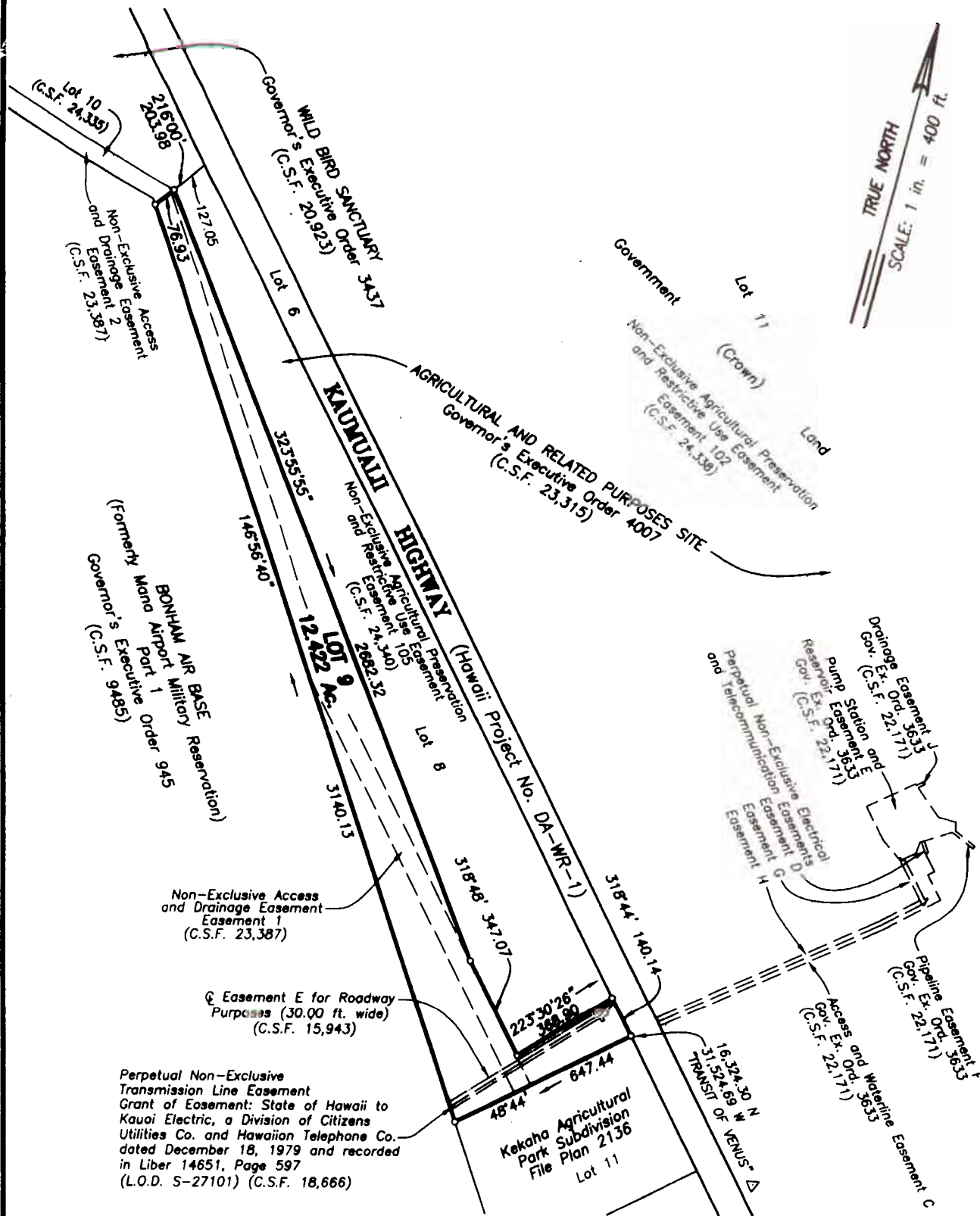
1. Easement E for Roadway Purposes (30.00 feet wide).
2. Non-Exclusive Access and Drainage Easement, Easement 1.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying,  
Inc. Said map and desc. have  
been examined and checked as  
to form and mathematical  
correctness but not on the ground  
by the Survey Division.

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Department of the  
Account General



PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA

LOT 9

EXHIBIT D

Kekaha, Waimea, Kauai, Hawaii

Scale: 1 inch = 400 feet

REDUCED  
NOT TO SCALE

Job K-298(06)

C. BK.

TAX MAP 1-2-02: Por. 01

C.S.F. NO. 24,334

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

STATE OF HAWAII

JGL September 27, 2008





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 24,336**

**September 27, 2006**

**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOT 12**

**Kekaha, Waimea, Kauai, Hawaii**

Beginning at the southwest corner of this parcel of land, the  
coordinates of said point of beginning referred to Government Survey Triangulation  
Station "TRANSIT OF VENUS" being 27,564.78 feet North and 29,522.66 feet West,  
thence running by azimuths measured clockwise from True South:-

- |             |  |
|-------------|--|
| 1. 173° 17' | 28.98 feet along Agricultural and Related Purposes<br>Site, Governor's Executive Order 4007; |
| 2. 261° 36' | 38.48 feet along Agricultural and Related Purposes<br>Site, Governor's Executive Order 4007; |
| 3. 345° 34' | 26.80 feet along Agricultural and Related Purposes<br>Site, Governor's Executive Order 4007; |

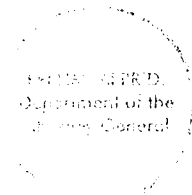


**EXHIBIT E**

4. 78° 27' 42.21 feet along Agricultural and Related Purposes Site, Governor's Executive Order 4007 to the point of beginning and containing an AREA OF 0.026 ACRE.

TOGETHER WITH the following roadway easements for ingress and egress to Kaumualii Highway as shown on plan attached hereto and made a part hereof:

- A. Non-Exclusive Roadway Easement 107 (20.00 ft. wide).
- B. Portion of Non-Exclusive Easement "A" for Roadway and Utilities, Part III (12.00 ft. wide) covered by Amendment to General Lease S-3852 to United States of America (U.S. Navy) dated May 31, 1973 and recorded in Liber 9221, Page 407.
- C. Non-Exclusive Easement "A" for Roadway and Utilities, Part II, Portion A (15.00 ft. wide) covered by Amendment to General Lease S-3852 to United States of America (U.S. Navy) dated May 31, 1973 and recorded in Liber 9221, Page 407.
- D. Non-Exclusive Easement "A" for Roadway and Utilities, Part I (25.00 ft. wide) covered by Amendment to General Lease S-3852 to United States of America (U.S. Navy) dated May 31, 1973 and recorded in Liber 9221, Page 407.





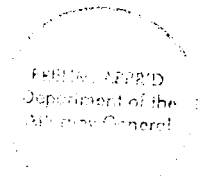
September 27, 2006

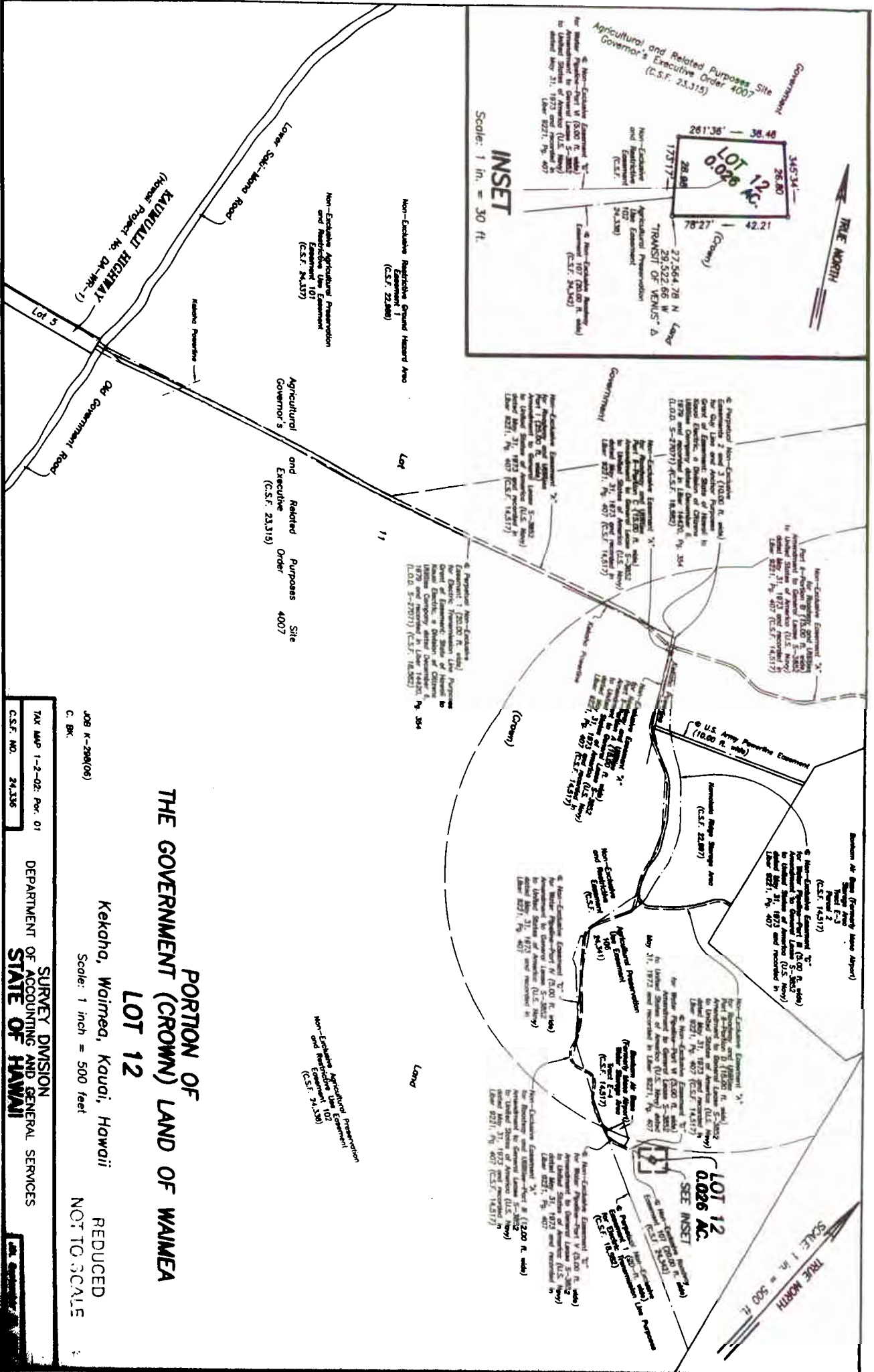
SUBJECT, however, to Portion of Non-Exclusive Easement "G" for Water Pipeline-Part IV (5.00 ft. wide) covered by Amendment to General Lease S-3852 to United States of America (U. S. Navy) dated May 31, 1973 and recorded in Liber 9221, Page 407 as shown on plan attached hereto and made a part hereof.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying,  
Inc. Said map and desc. have  
been examined and checked as to  
form and mathematical correctness  
but not on the ground by the Survey  
Division.



[illegible]

**EXHIBIT F**







WHEREAS, the lease was further amended to provide for one additional parcel of land and two roadways, and utility, communication cable, and water pipeline right-of-way, by Amendment to State General Lease No. S-3852 dated May 31, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in liber 9221, page 407; and

WHEREAS, the lease was further amended to include an area of 14.372 acres by unrecorded Amendment of General Lease No. S-3852 dated August 28, 2000; and

WHEREAS, the lease was further amended to allow subletting by unrecorded Amendment of General Lease No. S-3852 dated March 5, 2003; and

WHEREAS, the Government desires that the general lease be further amended; and

WHEREAS, the Board of Land and Natural Resources, at its meetings held on May 24, 2004 and December 8, 2006, has approved the amendment to General Lease No. S-3852, adding an additional area of 215.685 acres to its operation for purposes of:

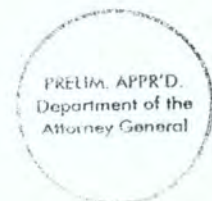
1. compliance with Federal Anti-Terrorism/Force Protection ("ATFP") guidelines regarding setback distance around military bases,
2. relocating the existing guard shack and Pass and ID Office to comply with ATFP guidelines,
3. facilitating the operation and maintenance of the ditches and drainage pumps to protect the Pacific Missile Range Facility ("PMRF") from flooding.

NOW, THEREFORE, the Lessor and the Government covenant and agree that:

A. Paragraph 2 of page 1, of General Lease No. S-3852, is hereby amended to add:

"2b. The Lessor hereby leases to the Government an additional area of 215.685 acres, situate at Kekaha, Waimea, Kauai, Hawaii, being identified as follows:

"Portion of the Government (Crown) Land of Waimea, Lot A-1," containing an area of 176.160 acres, subject, however, to





Portion of Non-Exclusive Easement "B", Non-Exclusive Easement F, and Perpetual Non-Exclusive Roadway Easement B-6, and Reserving to the State of Hawaii, its successor and assigns, Non-Exclusive Roadway Easement, Easements B-1 and B-2, Non-Exclusive Easements B-3 and B-4 for Drainage Purposes, and Non-Exclusive Access and Drainage Easement, Easement 3, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,330 and dated September 27, 2006;

"Portion of the Government (Crown) Land of Waimea, Lot 3," containing an area of 0.232 acre, more particularly described in Exhibit "C" and delineated on Exhibit "D," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,332 and dated September 27, 2006;

"Portions of the Government (Crown) Land of Waimea, Lots 7 and B," Lot 7, being also all of Access Road, containing an area of 1.618 acres, and Lot B containing an area of 32.070 acres, more particularly described in Exhibit "E" and delineated on Exhibit "F," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,333 and dated September 27, 2006; and

"Portions of the Government (Crown) Land of Waimea, Lots 10 and 13," Lot 10, containing an area of 5.171 acres, Subject, however, to Perpetual Non-Exclusive Roadway Easement B-5, and Reserving to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2, and Lot 13 containing an area of 0.434 acres, Subject, however, to Portion of Non-Exclusive Easement "B" and Reserving to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2, more particularly described in Exhibit "G" and delineated on Exhibit "H," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,335 and dated September 27, 2006;



for purposes of:

1. compliance with Federal ATFP guidelines regarding setback distance around military bases,
2. relocating the existing guard shack and Pass and ID Office to comply with ATFP guidelines, and
3. facilitating the operation and maintenance of the ditches and drainage pumps to protect PMRF from flooding."

B. New paragraph 31 shall be added into General Lease No. S-3852 as follows:

"31. Operation and Maintenance Fees for Drainage Pumps, Ditches and Related Infrastructure Within the Leased Premises. The Government has a safety and security interest in maintaining the water levels in the canals (drainage ditches) located within the leased premises to a level of -2.0 feet Mean Sea Level (MSL), as determined by the Government, but not to a level below that. Therefore, the Government agrees to be responsible for the operation and maintenance of said canals, including the pumps and infrastructure associated therewith, needed to maintain the water level at -2.0 feet MSL, as determined by the Government, but not to a level below -2.0 feet MSL."

C. New paragraph 32 shall be added into General Lease No. S-3852 as follows:

"32. Compliance with laws. The Government shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the premises, now in force or which may be in force."

IN CONSIDERATION THEREOF, the Lessor and the Government further agree that this Fifth Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3852, and the amendments as above-referenced, except as herein provided.

This Fifth Amendment, read in conjunction with the General Lease No. S-3852 and the amendments as above-referenced, sets forth the entire agreement between the Lessor and Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and Government.

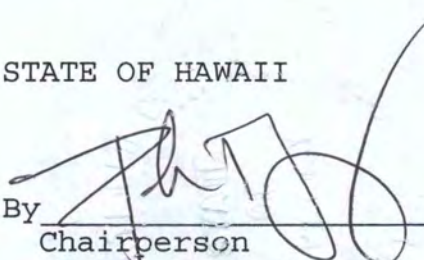


IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

Approved by the Board of  
Land and Natural Resources  
at its meetings held on  
May 24, 2004 and  
December 8, 2006.

STATE OF HAWAII

By


  
Chairperson  
Board of Land and  
Natural Resources

 LESSOR

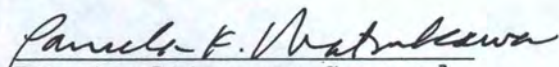
UNITED STATES OF AMERICA

By

Its

  
DENNIS PACT  
Realty Operations Officer  
Naval Facilities Engineering Command, Pacific  
Real Estate Contracting Officer GOVERNMENT

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 12/20/06

PRELIM. APPR'D.  
Department of the  
Attorney General



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 24,330**

**September 27, 2006**

**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOT A-1**

**Kekaha, Waimea, Kauai, Hawaii**

Beginning at the northeasterly corner of this parcel of land, at the southeast corner of Lot 7 of the Government (Crown) Land of Waimea and on the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,466.52 feet North and 37,700.87 feet West, thence running by azimuths measured clockwise from True South:-

1. 16° 01' 1313.23 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
2. Thence along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1) on a curve to the left with a radius of 2050.51 feet, the chord azimuth and distance being:  
347° 22' 30" 1965.74 feet;

**EXHIBIT A**

PRELIM. APPR'D.  
Department of the  
Attorney General



3. 349° 51' 3122.61 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
4. 34° 58' 150.21 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
5. 304° 58' 75.00 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
6. 34° 58' 60.20 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;;
7. 124° 58' 196.71 feet along Grant 8891 to Rokuichiro Gotanda;
8. 63° 22' 288.60 feet along Grant 8891 to Rokuichiro Gotanda;
9. 333° 22' 161.50 feet along Grant 8891 to Rokuichiro Gotanda;
10. 301° 38' 402.20 feet along Grant 8891 to Rokuichiro Gotanda;
11. 277° 55' 15" 234.87 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
12. Thence along Lot 14 of the Government (Crown) Land of Waimea on a curve to  
the right with a radius of 517.50 feet,  
the chord azimuth and distance being:  
112° 53' 25" 676.95 feet;
13. 63° 44' 20" 37.50 feet along Lots 13 and 10 of the Government  
(Crown) Land of Waimea;
14. 333° 44' 20" 73.89 feet along Lot 10 of the Government  
(Crown) Land of Waimea;
15. 63° 44' 20" 20.67 feet along Lot 10 of the Government  
(Crown) Land of Waimea;
16. 137° 30' 20" 2123.85 feet along Bonham Air Base (Formerly Mana  
Airport Military Reservation), Part 1,  
Governor's Executive Order 945;
17. 205° 10' 30.64 feet along Bonham Air Base, Tract E-2;

- |  |  |
|--|--|
| 18. 226° 20'   | 587.33 feet along Bonham Air Base, Tract E-2;                        |
| 19. 149° 11'   | 1451.33 feet along Bonham Air Base, Tract E-2;                       |
| 20. 164° 12'   | 143.83 feet along Bonham Air Base, Tract E-2;                        |
| 21. 182° 29'   | 158.62 feet along Bonham Air Base, Tract E-2;                        |
| 22. 201° 11' 30"   | 426.37 feet along Bonham Air Base, Tract E-2;                        |
| 23. 197° 59'   | 193.71 feet along Bonham Air Base, Tract E-2;                        |
| 24. 192° 36'   | 232.73 feet along Bonham Air Base, Tract E-2;                        |
| 25. 188° 48' 30"   | 203.04 feet along Bonham Air Base, Tract E-2;                        |
| 26. 187° 25' 30"   | 423.32 feet along Bonham Air Base, Tract E-2;                        |
| 27. 192° 21'   | 676.47 feet along Bonham Air Base, Tract E-2;                        |
| 28. 203° 04'   | 1090.37 feet along Bonham Air Base, Tract E-2;                       |
| 29. 195° 50' 30"   | 359.19 feet along Bonham Air Base, Tract E-2;                        |
| 30. 286° 01'   | 561.88 feet along Lot 7 of the Government (Crown)<br>Land of Waimea; |
| 31. Thence along Lot 7 of the Government (Crown) Land of Waimea on a curve to<br>the right with a radius of 100.00 feet,<br>the chord azimuth and distance being:<br>331° 01' 141.42 feet to<br>the point of beginning and containing an<br>AREA OF 176.160 ACRES. |  |

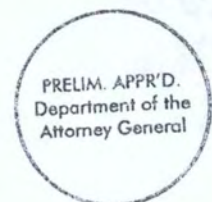
PRELIM. APPR'D.  
Department of the  
Attorney General



September 27, 2006

SUBJECT, however, to the following easements as shown on plan attached hereto and made a part hereof:

1. Portion of Non-Exclusive Easement "B" (25.00 ft. wide) for Roadway and Utilities Purposes covered by General Lease S-3882 issued to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407.
2. Non-Exclusive Easement F (10.00 ft. wide) for Communication Cable Line Purposes covered by Amendment to General Lease S-3852 issued to the United States of America dated May 31, 1973 and recorded in Liber 9221, Page 407.
3. Perpetual Non-Exclusive Roadway Easement B-6 covered by Grant of Easement: State of Hawaii to United States of America (Dept. of Navy) dated October 29, 1979 and recorded in Liber 14504, Page 63 (Land Office Deed S-27079).



September 27, 2006

Reserving to the State of Hawaii, its successors and assigns, the following easements as shown on plan attached hereto and made a part hereof:

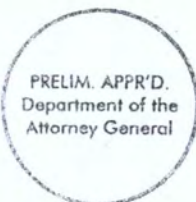
1. Non-Exclusive Roadway Easement, Easements B-1 and B-2.
2. Non-Exclusive Easements B-3 and B-4 for Drainage Purposes.
3. Non-Exclusive Access and Drainage Easement, Easement 3.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

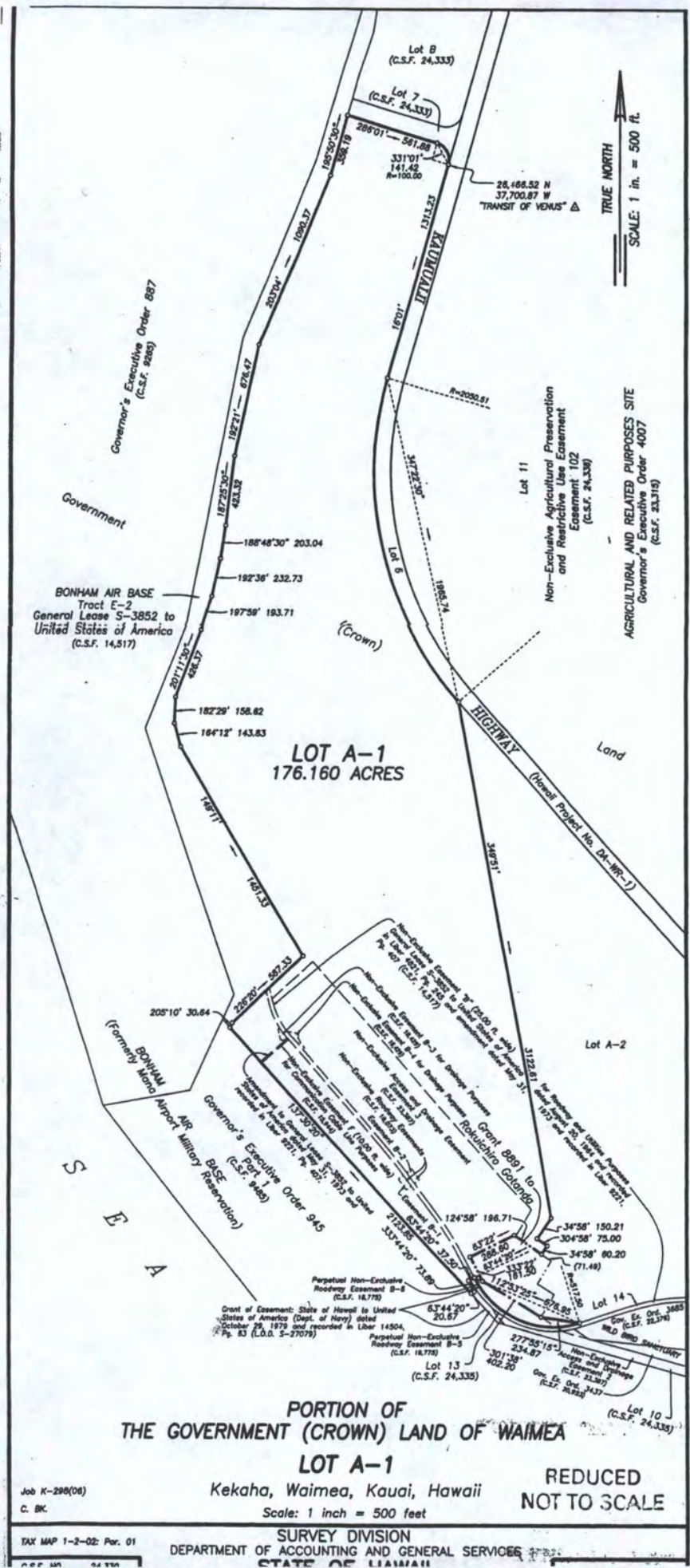
By: *Glenn J. Kodani*  
Glenn J. Kodani  
Land Surveyor

ml

Compiled from map and desc.  
furn. by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey Division.







PRELIM. APPR'D.  
Department of the  
Attorney General

EXHIBIT B



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

C.S.F. No. 24,332

September 27, 2006

**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOT 3**

**Kekaha, Waimea, Kauai, Hawaii**

Being also a portion of Kaumualii Highway (Kao Road).

Beginning at the southeast corner of this parcel of land and at the northwest corner of Lot 2 of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.96 feet West, thence running by azimuths measured clockwise from True South:-

- |                 |   |
|-----------------|---|
| 1. 99° 58' 30"  | 105.23 feet along Lot 1 of the Government (Crown) Land of Waimea; |
| 2. 189° 58' 30" | 100.00 feet along Lot 1 of the Government (Crown) Land of Waimea; |
| 3. 279° 58' 30" | 97.22 feet along Lot 1 of the Government (Crown) Land of Waimea;  |

**EXHIBIT C**

PRELIM. APPR'D.  
Department of the  
Attorney General



September 27, 2006

4. 5° 24'

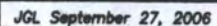
100.32 feet across Kaumualii Highway (Kao Road)  
to the point of beginning and containing  
an AREA OF 0.232 ACRE.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying, Inc.  
Said map and desc. have been examined  
and checked as to form and mathematical  
correctness but not on the ground by  
the Survey Division.

PRELIM. APPR'D.  
Department of the  
Attorney General







**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 24,333**

**September 27, 2006**

**PORTIONS OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOTS 7 AND B**

**Kekaha, Waimea, Kauai, Hawaii**

**LOT 7**

**Being also all of Access Road.**

Beginning at the northeast corner of this parcel of land, at the southeast corner of Lot B of the Government (Crown) Land of Waimea and on the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,754.88 feet North and 37,618.10 feet West, thence running by azimuths measured clockwise from True South:-

1. 16° 01' 300.00 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1);

**EXHIBIT E**

PRELIM. APPR'D.  
Department of the  
Attorney General

2. Thence along Lot A-1 of the Government (Crown) Land of Waimea on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:  
151° 01' 141.42 feet;
3. 106° 01' 561.88 feet along Lot A-1 of the Government (Crown) Land of Waimea;
4. 195° 50' 30" 100.00 feet along Bonham Air Base, Tract E-2;
5. 286° 01' 562.18 feet along Lot B of the Government (Crown) Land of Waimea;
6. Thence along Lot B of the Government (Crown) Land of Waimea on a curve to the left with a radius of 100.00 feet; the chord azimuth and distance being:  
241° 01' 141.42 feet to the point of beginning and containing an AREA OF 1.618 ACRES.

LOT B

Beginning at the southeast corner of this parcel of land, at the northeast corner of Lot 7 of the Government (Crown) Land of Waimea, and on the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,754.88 feet North and 37,618.10 feet West, thence running by azimuths measured clockwise from True South:-

PRELIM. APPR'D.  
Department of the  
Attorney General



1. Along Lot 7 of the Government (Crown) Land of Waimea on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:  
61° 01' 141.42 feet;
2. 106° 01' 562.18 feet along the Lot 7 of the Government (Crown) Land of Waimea;
3. 195° 50' 30" 145.29 feet along Bonham Air Base, Tract E-2;
4. 199° 00' 30" 265.05 feet along Bonham Air Base, Tract E-2;
5. 188° 37' 184.64 feet along Bonham Air Base, Tract E-2;
6. 177° 09' 30" 518.90 feet along Bonham Air Base, Tract E-2;
7. 164° 15' 335.36 feet along Bonham Air Base, Tract E-2;
8. 149° 50' 160.58 feet along Bonham Air Base, Tract E-2;
9. 140° 35' 14.94 feet along Bonham Air Base, Tract E-2;
10. 259° 10' 50" 953.89 feet along Lot 1 of the Government (Crown) Land of Waimea and Agricultural and Related Purposes Site, Governor's Executive Order 4007;
11. Thence along the westerly side of Kaumualii Highway (Lio Road) on a curve to the right with a radius of 1049.89 feet, the chord azimuth and distance being;  
354° 02' 54" 785.52 feet;

PRELIM. APPR'D.  
Department of the  
Attorney General

September 27, 2006

12. 16° 01'

1091.04 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing an AREA OF 32.070 ACRES.

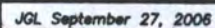
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: *Glenn J. Kodani*  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc. furn.  
by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey  
Division.

PRELIM. APPR'D.  
Department of the  
Attorney General









**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 24,335**

**September 27, 2006**

**PORTIONS OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOTS 10 AND 13**

**Kekaha, Waimea, Kauai, Hawaii**

**LOT 10**

Beginning at the northeast corner of this parcel of land, at the northwest corner of Lot 9 of the Government (Crown) Land of Waimea and at the southeast corner of Wild Bird Sanctuary, Governor's Executive Order 3437, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 18,591.39 feet North and 33,678.91 feet West, thence running by azimuths measured clockwise from True South:-

1. 36° 00' 76.93 feet along Lot 9 of the Government (Crown) Land of Waimea;
2. 146° 56' 40" 20.60 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;

PRELIM. APPR'D.  
Department of the  
Attorney General

**EXHIBIT G**



September 27, 2006

3. 105° 55' 08" 3810.13' feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
4. 137° 30' 20" 233.74 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
5. 243° 44' 20" 20.67 feet along Lot A-1 of the Government (Crown) Land of Waimea;
6. 153° 44' 20" 73.89 feet along Lot A-1 of the Government (Crown) Land of Waimea;
7. 243° 44' 20" 12.50 feet along Lot A-1 of the Government (Crown) Land of Waimea;
8. Thence along the Lot 13 of the Government (Crown) Land of Waimea on a curve to the left with a radius of 542.50 feet, the chord azimuth and distance being:  
295° 07' 14" 677.18 feet;
9. 303° 58' 40" 108.23 feet along Wild Bird Sanctuary, Governor's Executive Order 3685;
10. 285° 54' 3304.90 feet along Wild Bird Sanctuary, Governor's Executive Order 3437 to the point of beginning and containing an AREA OF 5.171 ACRES.

SUBJECT, however, to Perpetual Non-Exclusive Roadway Easement B-5 covered by Grant of Easement: State of Hawaii to United States of America (Dept. of Navy) dated October 29, 1979 and recorded in Liber 14504, Page 63 (Land Office Deed S-27079) as shown on plan attached hereto and made a part hereof.

RESERVING to the State of Hawaii, its successor and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2 as shown on plan attached hereto and made a part hereof.

PRELIM. APPR'D.  
Department of the  
Attorney General

LOT 13

Beginning at the southeasterly corner of this parcel of land, at the southwesterly corner of Lot 14 of the Government (Crown) Land of Waimea and on the northerly boundary of Wild Bird Sanctuary, Governor's Executive Order 3685, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,568.73 feet North and 36,906.48 feet West, thence running by azimuths measured clockwise from True South:-

1. Along Wild Bird Sanctuary, Governor's Executive Order 3685 on a curve to the right with a radius of 542.50 feet, the chord azimuth and distance being:  
74° 16' 19" 42.22 feet;
2. Thence along Lot 10 of the Government (Crown) Land of Waimea on a curve to the right with a radius of 542.50 feet, the chord azimuth and distance being:  
115° 07' 14" 677.18 feet;
3. 243° 44' 20" 25.00 feet along Lot A-1 of the Government (Crown) Land of Waimea;
4. Thence along Lot A-1 of the Government (Crown) Land of Waimea on a curve to the left with a radius of 517.50 feet, the chord azimuth and distance being:  
292° 53' 25" 676.95 feet;
5. 342° 02' 30" 25.00 feet along Lot 14 of the Government (Crown) Land of Waimea to the point of beginning and containing an AREA OF 0.434 ACRE.

PRELIM. APPR'D.  
Department of the  
Attorney General



September 27, 2006

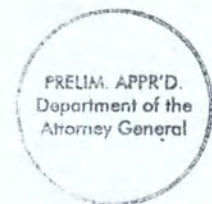
SUBJECT, however, to Portion of Non-Exclusive Easement "B" (25.00 ft. wide) for Roadway and Utilities Purposes covered by General Lease S-3852 to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407 as shown on plan attached hereto and made a part hereof.

RESERVING to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2 as shown on plan attached hereto and made a part hereof.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc. furn.  
by ControlPoint Surveying, Inc.  
Said map and desc. have been examined  
and checked as to form and mathematical  
correctness but not on the ground by  
the Survey Division.









LAND COURT SYSTEM      )      REGULAR SYSTEM  
Return by Mail (   )   Pickup (   )   To:

Total Number of Pages:  
Tax Map Key No. (4)1-2-02:por. 26

AMENDMENT OF GENERAL LEASE NO. S-3852

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day  
of March, 20 03, by and between the  
State of Hawaii, by its Board of Land and Natural Resources,  
hereinafter referred to as the "Lessor," and the UNITED STATES OF  
AMERICA, whose address is c/o Department of the Navy, Pacific  
Division, Naval Facilities Engineering Command, 258 Makalapa  
Drive, Suite 100, Pearl Harbor, Hawaii 96860-7300, hereinafter  
referred to as the "Government";

WITNESSETH:

WHEREAS, the United States of America is the present  
Lessee of General Lease No. S-3852 dated August 20, 1964,  
recorded in the Bureau of Conveyances of the State of Hawaii in  
liber 4821, page 245, covering lands situate at Mana, Waimea  
(Kona), Kauai, Hawaii; and

WHEREAS, the lease was amended by Amendment to General  
Lease dated April 26, 1965, recorded in the Bureau of Conveyances  
of the State of Hawaii in liber 5302, page 330; and

24760\_2.DOC



WHEREAS, the lease was further amended by Amendment of General Lease No. S-3852 dated May 31, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in liber 9221, page 407; and

WHEREAS, the lease was further amended by unrecorded Amendment of General Lease No. S-3852 dated August 28, 2000; and

WHEREAS, the Government desires that the general lease be further amended; and

WHEREAS, the Board of Land and Natural Resources, at its meeting held on October 25, 2002, has approved the amendment to General Lease No. S-3852 for the purposes of allowing the lease to be sublet and that the Lessor to receive all sublease rents.

NOW, THEREFORE, the Lessor and the Government covenant and agree that paragraph 30 be added to General Lease No. S-3852, as follows:

"30. Subletting. The Government shall not rent or sublet the whole or any portion of the premises, without the prior written approval of the Board of Land and Natural Resources ("Board").

The Government agrees that all sublease rents shall be payable to the Lessor."

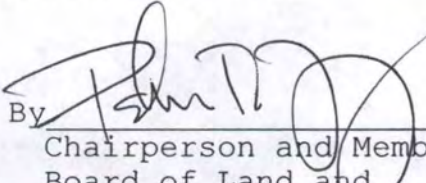
IN CONSIDERATION THEREOF, the Lessor and the Government further agree that this Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3852 dated August 20, 1964, and the amendments as above-referenced except as herein provided.

This Amendment, read in conjunction with the General Lease No. S-3852 dated August 20, 1964, and the amendments as above-referenced, sets forth the entire agreement between the Lessor and the Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and the Government.



IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

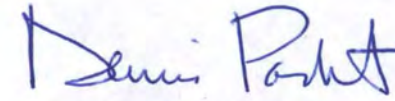
STATE OF HAWAII

By   
Chairperson and Member  
Board of Land and  
Natural Resources

LESSOR

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
October 25, 2002.

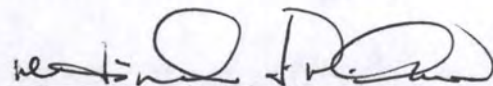
UNITED STATES OF AMERICA

By 

DENNIS PACT  
Director, Operations Division  
Pacific Division, Naval Facilities Engineering Command  
Real Estate Contracting Officer

GOVERNMENT

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 2/25/03



Department of Land and Natural Resources

Division of Land Management

State Office Building

P. O. Box 621

Honolulu, Hawaii 96809

Receipt of the Document covered here-  
in is hereby acknowledged.

TO:

- ☐ Governor of Hawaii  
☐ Lt. Governor  
☐ Chairman  
☐ Bd. of Land & Natural Resources, Member  
☐ Attorney General  
☐ Surveyor  
☐ Dept. of Transportation  
☐ City & County of Honolulu  
☐ County of \_\_\_\_\_  
☐ Registrar of Land Court  
☐ Bureau of Conveyances  
☐ Land Agent of \_\_\_\_\_  
☐ \_\_\_\_\_

REMARKS: AMENDMENT TO STATE GENERAL  
LEASE NO. S-3852 (NAVY CONTRACT NO.  
NOy (R) -68046)

FOR:

- ☒ Return  
☐ Retention  
☐ \_\_\_\_\_  
☐ Approval  
☐ Approval as to Form  
☐ Signature  
☐ Comment  
☐ Recommendation  
☐ Investigation & Report  
☐ Appropriate Action  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*Approved by the Board  
at its meeting held on*

**ITEM F-23**  
**March 14, 1969**

Signature

June 1, 19 73



Department of Land and Natural Resources

Division of Land Management

State Office Building

P. O. Box 621

Honolulu, Hawaii 96809

TO:

- ☐ Governor of Hawaii  
☐ Lt. Governor  
☐ Chairman  
☐ Bd. of Land & Natural Resources, Member  
☐ Attorney General  
☐ Surveyor  
☐ Dept. of Transportation  
☐ City & County of Honolulu  
☐ County of \_\_\_\_\_  
☐ Registrar of Land Court  
☐ Bureau of Conveyances  
☐ Land Agent of \_\_\_\_\_  
☐ \_\_\_\_\_

REMARKS: AMENDMENT TO STATE GENERAL  
LEASE NO. S-3852 (NAVY CONTRACT NO.  
NOY (R) -68046)

FOR:

- ☒ Return *1 signed copy*  
☐ Retention  
☐ \_\_\_\_\_  
☐ Approval  
☐ Approval as to Form *Approved by the Board*  
☒ Signature *at its meeting held on*  
☐ Comment  
☐ Recommendation ITEM F-23  
☐ Investigation & Report March 14, 1969  
☐ Appropriate Action  
☐ \_\_\_\_\_  
☐ \_\_\_\_\_

Signature

*[Signature]*  
June 1, 1973

LAND COURT SYSTEM ) REGULAR SYSTEM  
 Return by Mail ( ) Pickup ( ) To:

Total Number of Pages:  
Tax Map Key No. (4) 1-2-02:por. 1

## AMENDMENT OF GENERAL LEASE NO. S-3852

THIS AGREEMENT, made and entered into this 29th day of August, 2000, by and between the State of Hawaii, by its Board of Land and Natural Resources, hereinafter referred to as the "Lessor," and the UNITED STATES OF AMERICA, whose address is c/o Department of the Navy, Pacific Division, Naval Facilities Engineering Command, Pearl Harbor, Hawaii 96860-7300, hereinafter referred to as the "Government";

WITNESSETH:

WHEREAS, the United States of America is the present Lessee of General Lease No. S-3852 dated August 20, 1964, recorded in the Bureau of Conveyances of the State of Hawaii in liber 4821, page 245, covering lands situate at Mana, Waimea (Kona), Kauai, Hawaii; and

WHEREAS, the lease was amended by Amendment to General Lease dated April 26, 1965, recorded in the Bureau of Conveyances of the State of Hawaii in liber 5302, page 330; and

PRELIM APPR'D.  
Department of the  
Attorney General

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

Encl (1) <sup>3</sup>



WHEREAS, the lease was further amended by Amendment of General Lease No. S-3852 dated May 31, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in liber 9221, page 407; and

WHEREAS, the Government desires that the general lease be further amended; and

WHEREAS, the Board of Land and Natural Resources, at its meeting held on October 8, 1999, has approved the amendment to General Lease No. S-3852 for the purposes of adding an additional area of 14.372 acres, to accommodate construction of two (2) additional high explosive storage magazines, and to increase the annual rent to ONE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$156.00).

NOW, THEREFORE, the Lessor and the Government covenant and agree to the following:

A. Paragraph 2 of page 1, of General Lease No. S-3852, is hereby amended to add:

"2a. The Lessor hereby leases to the Government an area of 14.372 acres to accommodate construction of two (2) additional high explosive storage magazines, more particularly described in Exhibit "A" and delineated on Exhibit "B," attached hereto and made a part hereof."

B. Paragraph 4 of Page 2, of General Lease No. S-3852, is hereby amended to delete paragraph 4 in its entirety and to replace paragraph 4 with the following:

"4. The Government shall pay the Lessor an annual rental of ONE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$156.00), payable in advance, without notice or demand, in annual installments on August 20th of each and every year commencing October 9, 1999."

C. The Government shall be responsible for obtaining subdivision approval from the County of Kauai, Planning Commission and all associated costs.

IN CONSIDERATION THEREOF, the Lessor and the Government further agree that this Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3852 dated August 20, 1964 and the amendments as above-referenced, except as herein provided.



This Amendment, read in conjunction with the General Lease No. S-3852 dated August 20, 1964 and the amendments as above-referenced, sets forth the entire agreement between the Lessor and the Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and the Government.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

STATE OF HAWAII.

By *Imut E. Kawelo*  
Chairperson and Member  
Board of Land and  
Natural Resources

LESSOR

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
October 8, 1999.

UNITED STATES OF AMERICA

By *J. Michael Kilian*  
J. MICHAEL KILIAN  
Head, Real Estate Department  
Pacific Division, Naval Facilities Engineering Command  
Real Estate Contracting Officer

GOVERNMENT

APPROVED AS TO FORM:

*Samuel K. Chaput*  
Deputy Attorney General

Dated: *August 10, 2000*

gls-3852amd\usanavy\tnk(4)1-2-02:por.1\kekaha.pkm

-3-

PRELIM. APP'D.  
Department of the  
Attorney General





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

C.S.F. No. 22,997

July 26, 2000

ADDITION TO  
KAMOKALA RIDGE STORAGE AREA

Mana, Waimea, Kauai, Hawaii

Being a portion of the Government (Crown) Land of Waimea.

Beginning at the southeast corner of this parcel of land, and on the west boundary of Parcel 2, Tract E-3 of U.S. Military Reservation, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 9804.66 feet South and 9002.82 feet East, thence running by azimuths measured clockwise from True South:-

1. 86° 30' 30" 13.07 feet along the remainder of Government (Crown) Land of Waimea;
2. Thence along the remainder of Government (Crown) Land of Waimea on a curve to the left with a radius of 107.50 feet, the chord azimuth and distance being:  
59° 37' 55" 97.19 feet;
3. 32° 45' 20" 79.18 feet along the remainder of Government (Crown) Land of Waimea;
4. Thence along the remainder of Government (Crown) Land of Waimea on a curve to the right with a radius of 612.50 feet, the chord azimuth and distance being:  
41° 21' 183.06 feet;
5. 49° 56' 40" 126.19 feet along the remainder of the Government (Crown) Land of Waimea;
6. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 72.50 feet, the chord azimuth and distance being:  
101° 05' 30" 112.92 feet;

7. 152° 14' 20" 53.33 feet along the remainder of the Government (Crown) Land of Waimea;
8. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 292.50 feet, the chord azimuth and distance being: 164° 04' 35" 120.01 feet;
9. 175° 54' 50" 63.21 feet along the remainder of the Government (Crown) Land of Waimea;
10. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the left with a radius of 157.50 feet, the chord azimuth and distance being: 164° 11' 40" 63.98 feet;
11. 152° 28' 30" 142.35 feet along the remainder of the Government (Crown) Land of Waimea;
12. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the left with a radius of 307.50 feet, the chord azimuth and distance being: 147° 10' 50" 56.75 feet;
13. 141° 53' 10" 161.32 feet along the remainder of the Government (Crown) Land of Waimea;
14. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the left with a radius of 257.50 feet, the chord azimuth and distance being: 129° 17' 15" 112.33 feet;
15. 116° 41' 20" 196.91 feet along the remainder of the Government (Crown) Land of Waimea;
16. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 182.50 feet, the chord azimuth and distance being: 129° 23' 80.21 feet;
17. 249° 18' 30" 980.90 feet along the remainder of the Government (Crown) Land of Waimea;
18. 349° 42' 845.30 feet along Parcel 2, Tract E-3 of U.S. Military Reservation to the point of beginning and containing an AREA OF 14.372 ACRES.



July 26, 2000

SUBJECT, HOWEVER, to the following easements as shown on plan attached hereto and made a part hereof:

1. Portions of Perpetual Non-Exclusive Easement 1 (20 ft. wide) for Electric Transmission Line Purposes covered by Grant of Easement: State of Hawaii to Kauai Electric, a Division of Citizens Utilities Company, dated December 6, 1979 and recorded in Liber 14420, Page 354 (Land Office Deed S-27071).
2. Portion of Kekaha Power Line Easement.
3. Portion of Non-Exclusive Easement "G" for Water Pipeline, Part III (5 ft. wide) covered by Amendment to General Lease S-3852 to United States of America (U.S. Navy) dated May 31, 1973 and recorded in Liber 9221, Page 407.

Access to and from Kaumualii Highway is provided by Non-Exclusive Easement "A" for Roadway and Utilities, Part I (25 ft. wide), Part II - Portion A (15 ft. wide) and Part II - Portion D (15 ft. wide) covered by General Lease S-3852 to United States of America (U.S. Navy) dated August 20, 1964 and recorded in Liber 4821, Page 245 and Amendment dated May 31, 1973 and recorded in Liber 9221, Page 407.

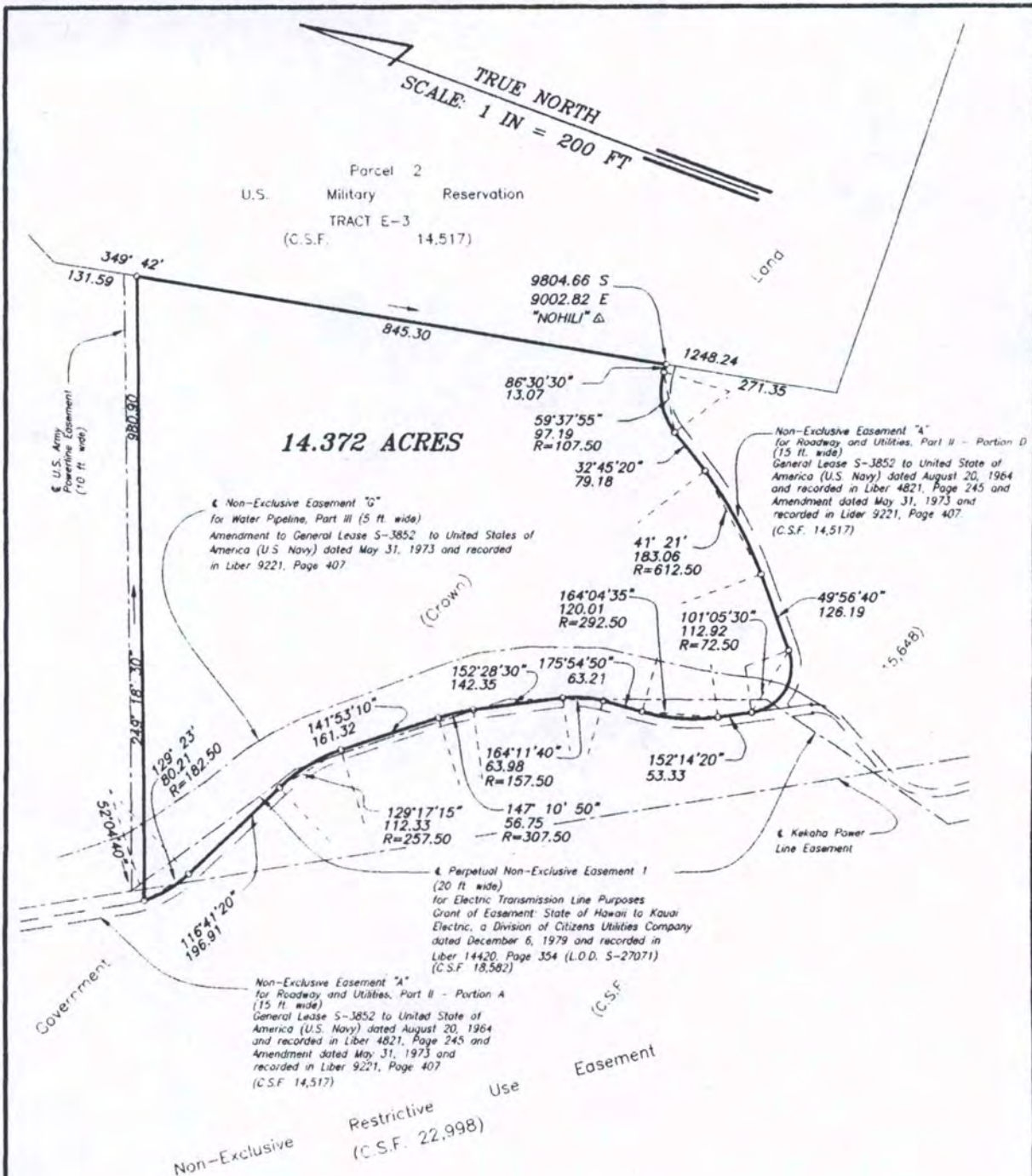
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: 

Thomas H. Oi  
Land Surveyor

gm

Compiled from data furn. by  
ControlPoint, Inc., C.S.Fs  
14517, 15648, 18582 & 22950  
and other Govt. Survey  
Records.  
TMK: 1-2-02:por. 1



# ADDITION TO KAMOKALA RIDGE STORAGE AREA

Mana, Waimea, Kauai, Hawaii

Scale: 1 inch = 200 feet

JOB K-309 (99)  
C. BK.

REDUCED  
NOT TO SCALE

**EXHIBIT B**

TAX MAP: 1-2-02: por. 1

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
**STATE OF HAWAII**

C.S.F. NO. 22,997

T.Oi July 26, 2000



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U.S. NAVY

COMMANDER, PACIFIC DIVISION

NAVAL FACILITIES ENGINEERING COMMAND

FPO SAN FRANCISCO 96610 (Ph 43-31217)

Mn. Alexanderson

73- 48133

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD

LIBER 9221 PAGE 407

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STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

AMENDMENT TO STATE GENERAL LEASE NO. S-3852  
(NAVY CONTRACT NO. NOY(R)-68046)

THIS AMENDMENT, made and entered into this 31<sup>st</sup> day  
of May, 1973, by and between the STATE OF HAWAII,  
represented by its Board of Land and Natural Resources, whose  
address is P. O. Box 621, Honolulu, Hawaii 96809, for itself,  
its administrators, successors, and assigns, hereinafter  
called the "Lessor" and the UNITED STATES OF AMERICA, herein-  
after called the "Government":

WITNESSETH:

WHEREAS, by State General Lease No. S-3852 made and  
entered into the 20th day of August 1964, recorded in the  
Bureau of Conveyances, State of Hawaii, in Liber 4821 at  
Page 245, the Lessor did lease to the Government four (4)  
tracts of land and appurtenant road access and utility rights-  
of-way described in Exhibit "A" attached thereto and made a  
part thereof; and

WHEREAS, by Amendment to said General Lease made and  
entered into the 26th day of April 1965, recorded in said  
Bureau of Conveyances, State of Hawaii, in Liber 5302 at Page  
330, the Lessor did widen a portion of Easement "C" for Water  
Pipeline described in said Exhibit "A" from five (5.00) feet  
to fifteen (15.00) feet with a resulting increase in the  
aggregate area from 1.147 acres, more or less, to 1.869 acres,  
more or less; and

ORIGINAL



WHEREAS, the Government desires and the Lessor has agreed to further amend said General Lease, as amended, to provide for one (1) additional parcel of land, two (2) roadways and utility, communication cable and water pipeline rights-of-way;

NOW, THEREFORE, the parties hereto do agree to further amend said General Lease No. S-3852, as amended, as follows:

a. Easement "C" for Water Pipelines, as described on pages 23 through 27 of Exhibit "A" to said General Lease is hereby deleted in its entirety.

b. The Amendment to said General Lease, made and entered into 26 April 1965 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5302 at Page 330, et. seq., is hereby deleted in its entirety.

c. Easements "A" and "B" of Exhibit "A" of said General Lease shall be amended to include utilities.

d. Add Tract E-2-A, Easement "E" for roadway, Easement "F" for communication cables, Easement "G" for water line, and Easement "H" for roadway, as described in Exhibit "B", attached hereto and made a part hereof.

In all other respects the terms and conditions of State General Lease No. S-3852, as amended, shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

## STATE OF HAWAII

By *Sunao Kido*  
Chairman & Member  
Board of Land and Natural  
Resources

And By *Merlon Mijang*  
Member, Board of Land and  
Natural Resources

## THE UNITED STATES OF AMERICA

By

*J. P. Samaritano*  
by direction of the Commander, Naval Facilities  
Engineering Command, acting under the direction  
of the Secretary of the Navy

APPROVED AS TO FORM

*Lunell A. Subramaniam*  
Deputy Attorney General



LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, HAWAII  
 PORTION OF THE GOVERNMENT LAND OF WAIMEA  
TRACT E-2-A

Beginning at the Southwest corner of this piece of land on the Easterly boundary of Bonham Air Base of the land described in Part 2 of Governor's Executive Order No. 945 dated June 10, 1941, being also the Northwest corner of Parcel E-2 of the Addition to Bonham Air Base, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 3,773.94 feet South and 2,001.22 feet East and running by azimuths measured clockwise from true South:

1. 182° 40'                      67.38 feet along the Easterly boundary of Bonham Air Base (Governor's Executive Order No. 945, Part 2);
2. 196° 40'                      437.24 feet along the Easterly boundary of Bonham Air Base (Governor's Executive Order No. 945, Part 2);
3. 356° 42'                      224.06 feet along remainder of Government land of Waimea;

Thence along remainder of Government land of Waimea, on a curve to the right with a radius of 380.00 feet, the chord azimuth and distance being:

4. 13° 14'                      216.28 feet;
5. 29° 46'                      14.00 feet along remainder of Government land of Waimea;

Thence along remainder of Government land of Waimea, on a curve to the left with a radius of 110.00 feet, the chord azimuth and distance being:



6. 17° 53' 45.30 feet to the North boundary of Tract E-2 of the Addition to Bonham Air Base;
7. 92° 40' 71.14 feet along the North boundary of Tract E-2 of the Addition to Bonham Air Base to the point of beginning and containing an area of 0.777 acre, and shown on PACDIV Real Estate Drawing No. RE-1013 attached hereto.

SUBJECT, HOWEVER, to the existing "Nohili" Ditch traversing this parcel of land.

EASEMENT "E" FOR ROADWAY

LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, HAWAII

PORTION OF GOVERNMENT LAND OF WAIMEA

An easement for the construction, operation, maintenance and repair of a roadway on, over and across a strip of land thirty (30.00) feet wide, fifteen (15.00) feet on each side of the centerline described as follows:

Beginning at the Southwest end of this strip of land, at a point on the Easterly boundary of the Pacific Missile Range Facility, Barking Sands (formerly Bonham Air Base) (Governor's Executive Order No. 945, Part 1, dated 10 June 1941), said point of beginning being by true azimuth and distance 146° 56' 40" 6,653.02 feet from the East corner of former Kekaha Military Reservation (Portion Governor's Executive Order No. 945, Part 1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KANALOA" being 8,822.67 feet North and 9,177.91



feet West, thence running by an azimuth measured clockwise from true South:

1. 223° 30' 26" 640.48 feet along remainder of Government land of Waimea to the Southwest boundary of Kaumualii Highway 100-foot right-of-way and containing an area of 0.441 acre, the same as shown on PACDIV Real Estate Drawing No. 1037 attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

EASEMENT "F" FOR COMMUNICATION CABLES

LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, HAWAII  
PORTION OF GOVERNMENT LAND OF WAIMEA

Being an easement for the installation, operation, maintenance and repair of communication cables in, under, and across a strip of land ten (10.00) feet wide and lying five (5.00) feet on each side of the centerline described as follows:

Beginning at the Southwest end of this strip of land, on the Northeasterly boundary of the Pacific Missile Range Facility, Barking Sands (formerly Bonham Air Base) (Governor's Executive Order No. 945, Part 1 dated 10 June 1941), said point of beginning being by true azimuth and distance 317° 30' 20" 278.84 feet from the South corner of the parcel of land described as Tract E-2 in Exhibit "A", pages 2 through 7, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KANALOA" being 13,993.11 feet North and 15,933.43 feet West, and running by an azimuth measured clockwise from true South:



1. 228° 59' 30" 214.32 feet along remainder of Government land of Waimea to the Southwest boundary of Easement "B" as described in Exhibit "A", pages 20 through 22 and containing an area of 0.049 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1038, attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

#### EASEMENT "G" FOR WATER PIPELINE

An easement for the construction, operation, maintenance and repair, including replacement of a water pipeline over, under and across the strips of land comprised of Part I, being fifteen (15.00) feet wide and lying seven and one-half (7.50) feet on each side of its centerline and Parts II, III, IV, V and VI, each being five (5.00) feet wide and lying two and one-half (2.50) feet on each side of their centerline, all of which centerlines being more particularly described as follows:

#### PART I

Beginning at the West end of this strip of land, said point of beginning being distant 29.49 feet from the end of Course No. 26 of the land described in the basic Lease as Tract E-2, and running by azimuths measured clockwise from true South:

1. 259° 19' 50" 975.00 feet along remainder of Government land of Waimea (also across a portion of Kaunualii Highway);



2. 254° 00' 00" 200.00 feet along remainder of Government land of Waimea (also across a portion of Kaumualii Highway);
3. 259° 45' 00" 500.00 feet along remainder of Government land of Waimea;
4. 251° 38' 06" 273.90 feet along remainder of Government land of Waimea to a point on the boundary of Kaumualii Highway, the coordinates of said point referred to Government Survey Triangulation Station "KANALOA" being 21,914.94 feet North and 14,812.21 feet West and containing an area of 29,233 square feet or 0.671 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1039, attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

#### PART II

Beginning at the West end of this strip of land at the end of Course No. 4 of the strip of land described above as Part I, and running by azimuths measured clockwise from true South:

5. 251° 38' 06" 84.57 feet along remainder of Government land of Waimea (also across a portion of Kaumualii Highway);
6. 262° 30' 00" 115.38 feet along remainder of Government land of Waimea (also across a portion of Kaumualii Highway);

thence along remainder of Government land of Waimea (also across a portion of Kaumualii Highway), on a curve to the left with a radius of 982.32 feet, the chord azimuth and distance being:



7. 264° 48' 03.5" 202.55 feet;
8. 258° 53' 00" 798.13 feet along remainder of Government land of Waimea (also across a portion of Kaumualii Highway) to a point on the boundary of Kaumualii Highway at the Easterly terminus of same, said point being by true azimuth and distance 168° 53' 00" 12.00 feet from the point of beginning of the centerline of Part I of Easement "A" as described in Exhibit "A", page 10, and containing an area of 6,003 square feet or 0.138 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1039, attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

### PART III

Beginning at the Northwest end of this strip of land, at a point on the boundary of the strip of land described as Portion C of Part II of Easement "A" in Exhibit "A", page 15, and being by true azimuth and distance 165° 19' 45" 38.74 feet from the end of Course No. 38 thereof, and running by azimuths measured clockwise from true South:

9. 305° 05' 00" 82.99 feet along remainder of Government land of Waimea;
10. 316° 18' 03" 46.54 feet along same;
11. 328° 26' 20" 141.50 feet along same;
12. 318° 20' 00" 60.00 feet along same;
13. 321° 02' 40" 110.29 feet along same;
14. 308° 05' 00" 60.00 feet along same;
15. 306° 35' 00" 95.00 feet along same;



16.	302° 15' 00"	77.00 feet along same;
17.	308° 38' 20"	52.42 feet along same;
18.	313° 35' 00"	50.00 feet along same;
19.	319° 20' 00"	229.00 feet along same;
20.	321° 54' 05"	64.03 feet along same;
21.	333° 20' 00"	82.00 feet along same;
22.	340° 50' 06"	117.35 feet along same;
23.	352° 42' 53"	154.95 feet along same;
24.	349° 35' 00"	54.00 feet along same;
25.	345° 55' 00"	37.50 feet along same;
26.	353° 00' 00"	42.50 feet along same;
27.	6° 30' 00"	26.00 feet along same;
28.	10° 49' 00"	42.99 feet along same to a point on the boundary of the strip of land described as Part III of Easement "A" in Exhibit "A", pages 17 thru 19, said point being by true azimuth and distance 197° 27' 47" 35.80 feet from the end of Course No. 45 thereof and containing an area of 8,120 square feet or 0.186 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1040, attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.



PART IV

Beginning at the Northwest end of this strip of land at a point on the boundary of the strip of land described as Part III of Easement "A" in Exhibit "A", pages 17 thru 19, said point of beginning being by true azimuth and distance 136° 36' 46" 25.00 feet from the end of Course No. 47 thereof and running by azimuths measured clockwise from true South:

- |     |              |   |
|-----|--------------|---|
| 29. | 29° 40' 30"  | 13.57 feet along remainder of Government land of Waimea;  |
| 30. | 68° 39' 04"  | 8.00 feet along same;   |
| 31. | 338° 39' 04" | 147.22 feet along same;   |
| 32. | 291° 30' 10" | 10.00 feet along same;  |
| 33. | 297° 47' 30" | 39.78 feet along same;  |
| 34. | 316° 06' 40" | 363.86 feet along same;   |
| 35. | 323° 17' 05" | 39.10 feet along same;  |
| 36. | 330° 01' 35" | 88.76 feet along same;  |
| 37. | 329° 46' 11" | 93.34 feet along same;  |
| 38. | 257° 41' 20" | 148.06 feet along same;   |
| 39. | 320° 32' 10" | 142.75 feet along same;   |
| 40. | 306° 21' 10" | 84.13 feet along same;  |
| 41. | 293° 24' 40" | 130.82 feet along same;   |
| 42. | 273° 52' 30" | 24.87 feet along same; to a point on the Southwest boundary of the parcel of land described as Tract E-4 in Exhibit "A", pages 8 and 9, said point being distant 23.74 feet from the end of Course No. 5 thereof, and containing an area of 6,671 square feet or 0.153 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1041, attached hereto and made a part hereof. |



SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

PART V

Beginning at the West end of this strip of land, at a point on the South boundary of the parcel of land described as Tract E-4 in Exhibit "A", pages 8 and 9, said point being distant 17.48 feet from the end of Course No. 4 thereof, and running by azimuths measured clockwise from true South:

- |     |              |  |
|-----|--------------|--|
| 43. | 273° 52' 30" | 21.14 feet along remainder of Government land of Waimea;   |
| 44. | 254° 18' 30" | 33.60 feet along same; to a point on the South boundary of said Tract E-4, said point being distant 71.47 feet from the end of Course No. 4 thereof and containing an area of 274 square feet, the same as shown on PACDIV Real Estate Drawing No. RE-1041 attached hereto and made a part hereof. |

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

PART VI

Beginning at the West end of this strip of land, at a point on the East boundary of the parcel of land described as Tract E-4 in Exhibit "A", pages 8 and 9, said point being distant 6.49 feet from the end of Course No. 3 thereof, and running by azimuths measured clockwise from true South:

- |     |              |  |
|-----|--------------|--|
| 45. | 254° 18' 30" | 71.91 feet along remainder of Government land of Waimea; |
| 46. | 257° 07' 30" | 104.70 feet along same;                                  |



47. 232° 49' 00"

6.54 feet along same, to a point on the Westerly boundary of Kekaha Sugar Company Pump-house, and containing an area of 916 square feet, the same as shown on PACDIV Real Estate Drawing No. RE-1041, attached hereto and made a part hereof.

SUBJECT, HOWEVER, to State of Hawaii General Lease No. S-4222 dated 1 January 1969 to Kekaha Sugar Company, Ltd.

TOTAL AGGREGATE AREA OF EASEMENT "G":

51,217 square feet or 1.176 acres, more or less.



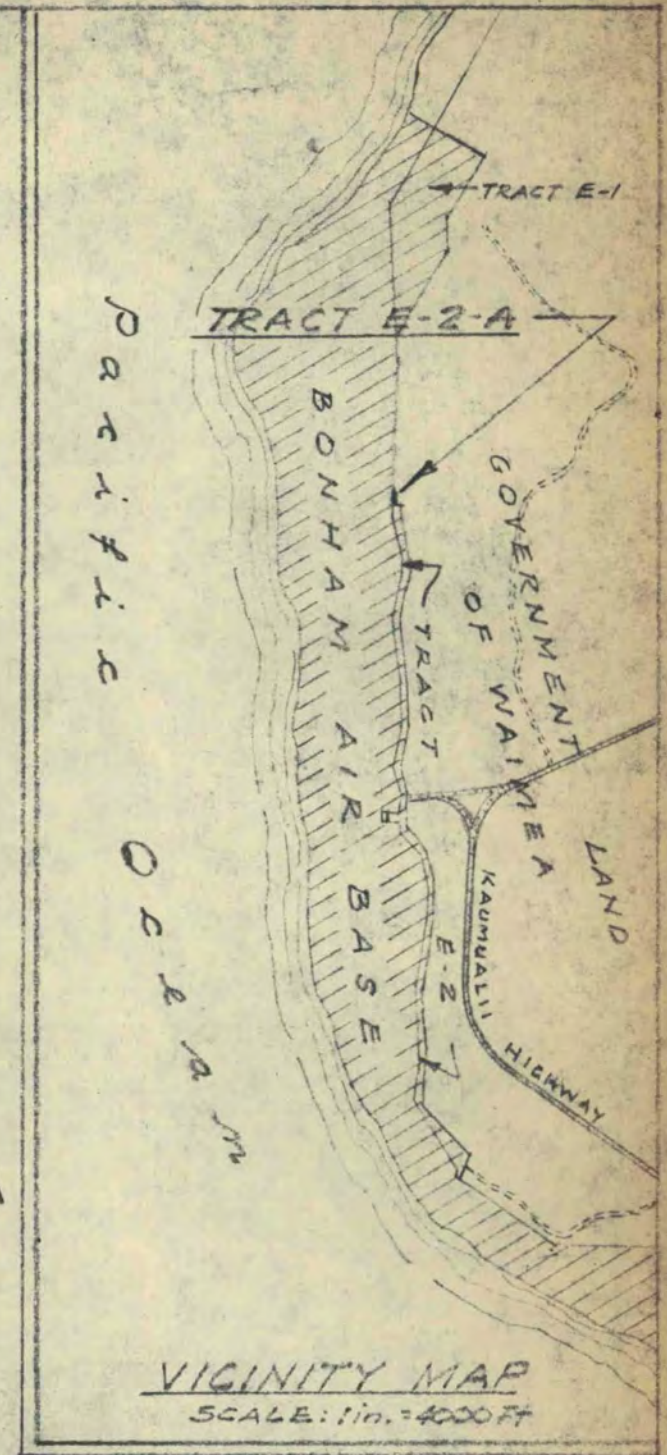
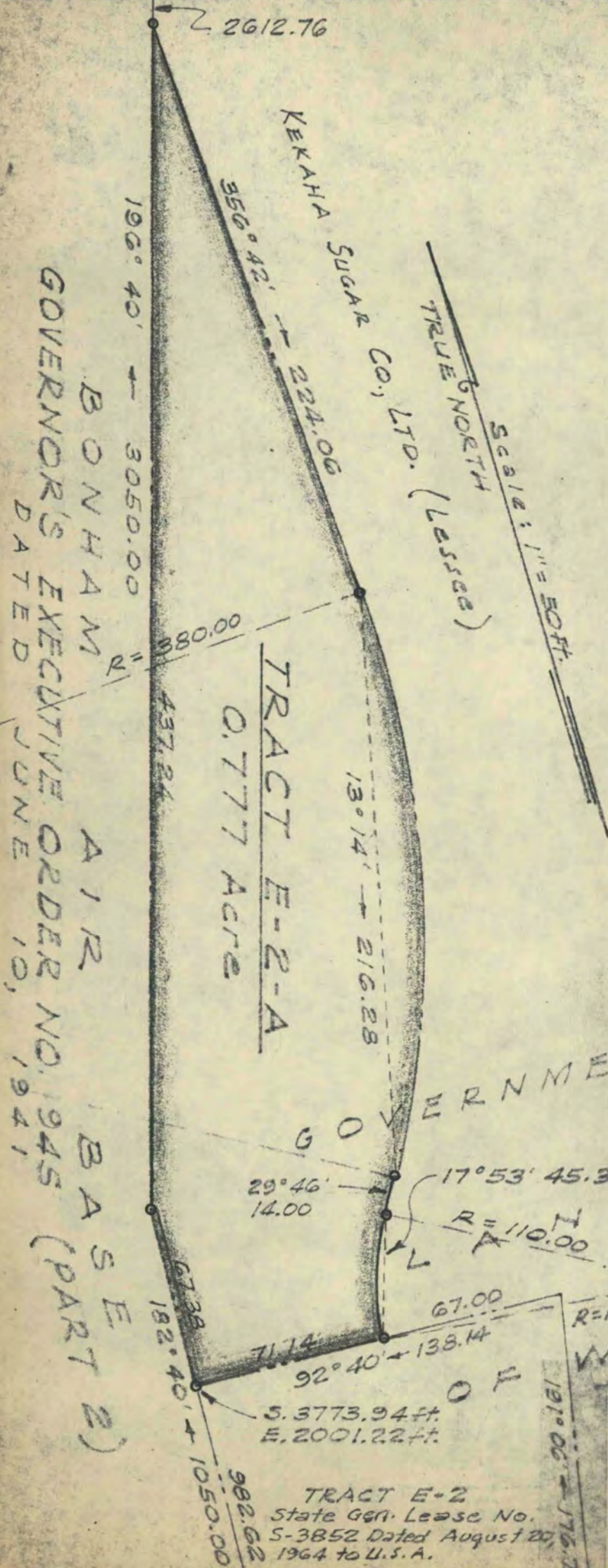
EASEMENT "H" FOR ROADWAY

An easement for a roadway over and across a strip of land twenty-five (25.00) feet wide and lying twelve and one-half (12.50) feet on each side of the following described centerline:

Beginning at the East end of this strip of land, being also the Westerly terminus of the centerline of Kaumualii Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 9,659.48 feet South and 914.64 feet East, and running by an azimuth measured clockwise from true South:

1. 99° 58' 30"      49.19 feet along remainder of Government land of Waimea to a point on the Easterly boundary of the land described as Tract E-2 (Addition to Bonham Air Base), said point being distant 148.33 feet from the end of Course 23 thereof and containing an area of 1,230 square feet or 0.028 acre, the same as shown on PACDIV Real Estate Drawing No. RE-1039, attached hereto and made a part hereof.





NOTE:  
Coordinates are referred to "NOHILI" A  
See Also FEC Drawing No. 1297769 For Improvements.

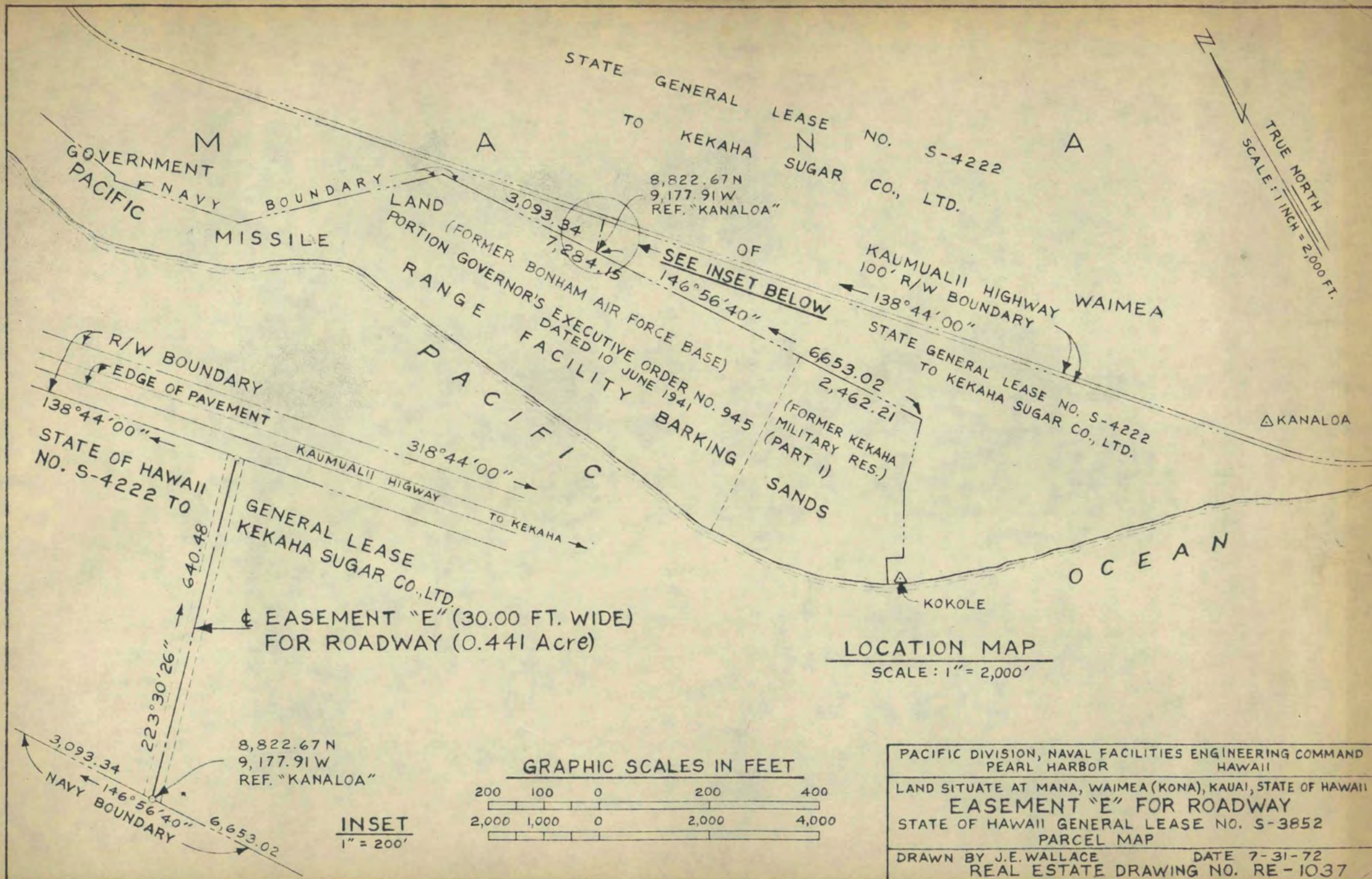
PACIFIC DIVISION  
NAVAL FACILITIES ENGINEERING COMMAND  
PEARL HARBOR HAWAII  
LAND SITUATE AT MAKA WAIMAEA (NONA) KAUAI  
STATE OF HAWAII  
ADDITIONAL LAND TO TRACT E-2  
IN GENERAL LEASE NO. S-3852  
PARCEL MAP  
DRAWN BY: J.G.J. DATE: 12-15-64  
REAL ESTATE DIV. NO. RE-1013

GOVERNOR'S EXECUTIVE ORDER NO. 1945 (PART 2)  
DATED JUNE 10, 1941

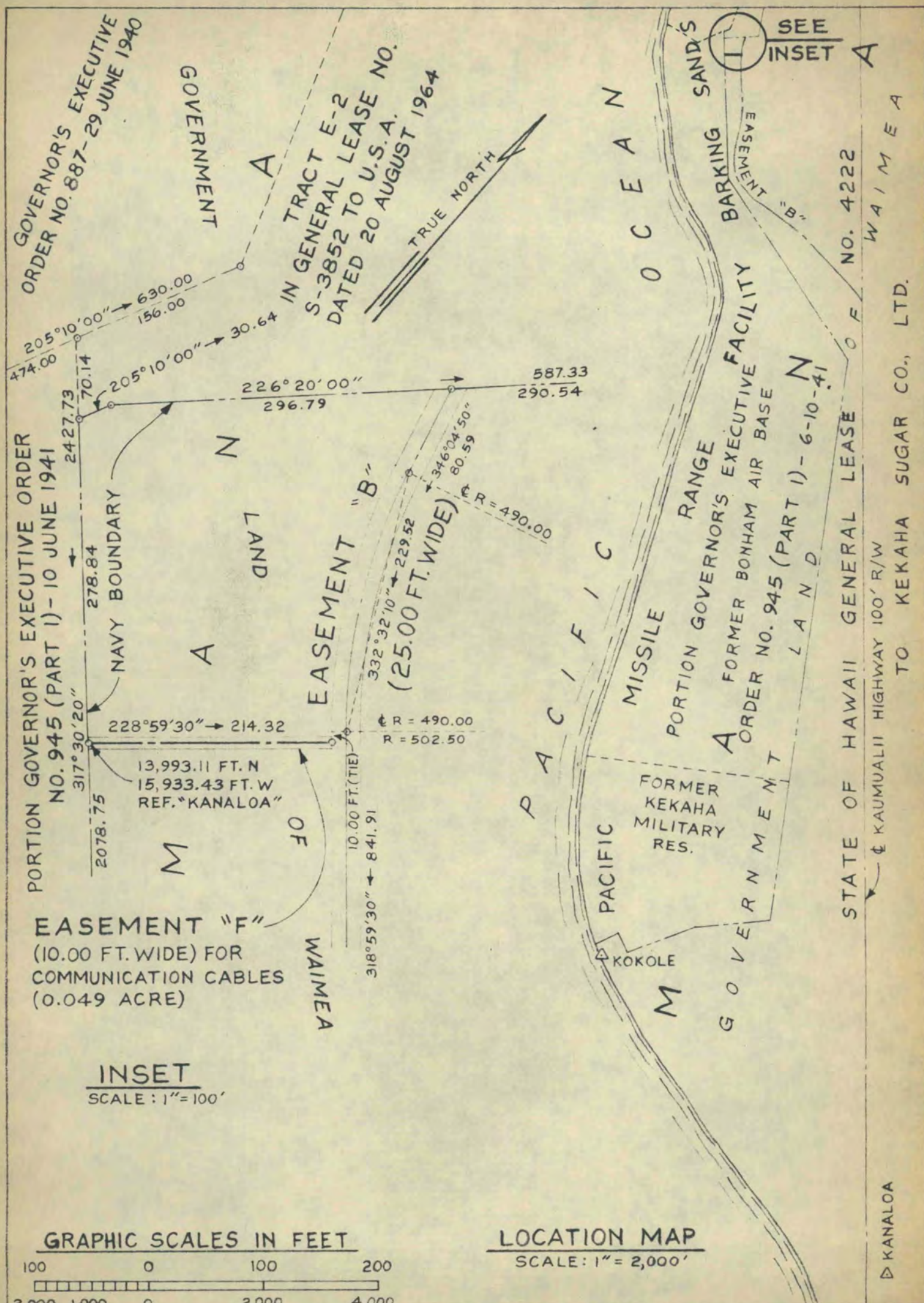
BONHAM AIR BASE

Top Map Key 1-2-0211 (Kauai)

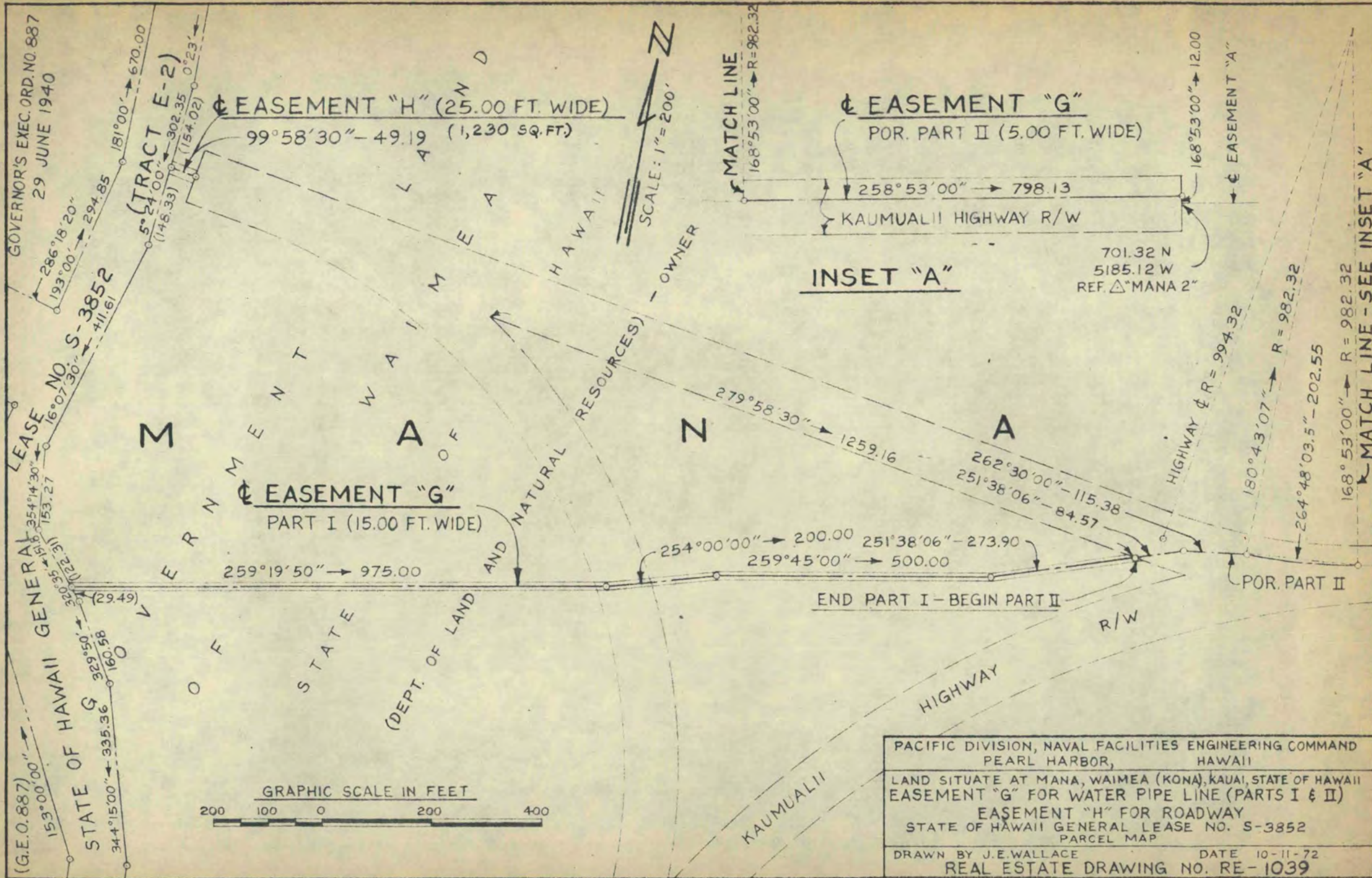




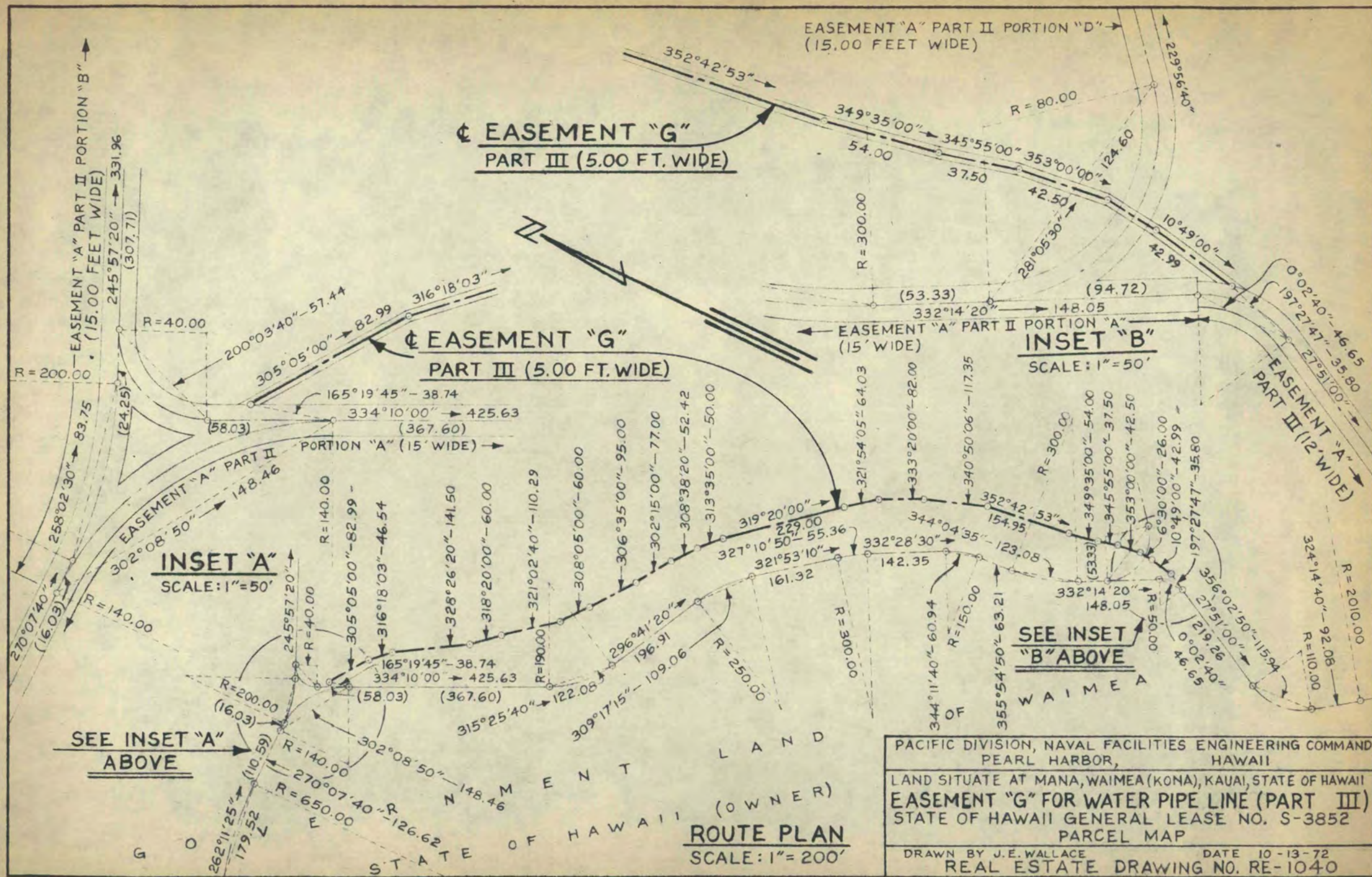












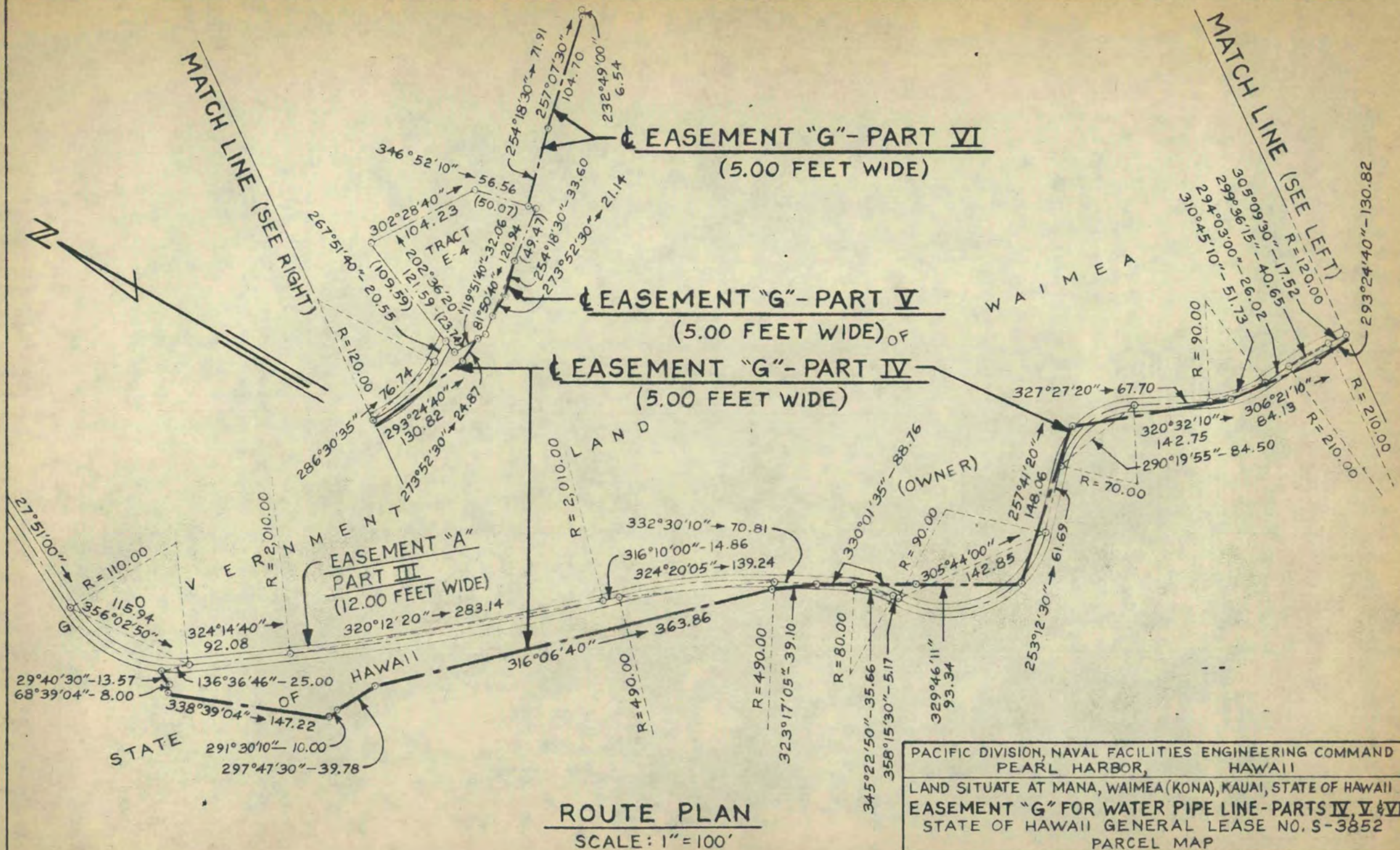
SEE INSET "A"  
ABOVE

SEE INSET  
"B" ABOVE

ROUTE PLAN  
SCALE: 1" = 200'

PACIFIC DIVISION, NAVAL FACILITIES ENGINEERING COMMAND PEARL HARBOR, HAWAII	
LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, STATE OF HAWAII	
EASEMENT "G" FOR WATER PIPE LINE (PART III)	
STATE OF HAWAII GENERAL LEASE NO. S-3852	
PARCEL MAP	
DRAWN BY J.E. WALLACE	DATE 10-13-72
REAL ESTATE DRAWING NO. RE-1040	







12079  
RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

*Liber 5302 Page 330*

RETURN BY: MAIL ( ) PICKUP ( )

REQUESTOR TO FILL ABOVE

SPACE ABOVE THIS LINE FOR  
REGISTRAR'S USE

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

AMENDMENT OF STATE GENERAL LEASE NO. S-3852  
(NAVY CONTRACT NOy(R)-68046)

THIS AMENDMENT, made and entered into this 26<sup>th</sup> day  
of April, 1965, by and between the  
STATE OF HAWAII, represented by its Board of Land and Natural  
Resources, whose address is P. O. Box 621, Honolulu, Hawaii  
96809, for itself, its administrators, successors, and assigns,  
hereinafter called the "Lessor" and THE UNITED STATES OF  
AMERICA, hereinafter called the "Government":

WITNESSETH:

WHEREAS, by State General Lease No. S-3852 made and  
entered into the 20th day of August 1964, recorded in the  
Bureau of Conveyances, State of Hawaii, in Liber 4821 at  
Page 245, the Lessor did lease to the Government four (4)  
tracts of land and appurtenant road access and utility rights-  
of-way described in Exhibit "A" attached thereto and made a  
part thereof; and



WHEREAS, the Government desires and the Lessor has agreed to amend said General Lease to provide for an increase in the width of a portion of Easement "C" for Water Pipe Line described in said Exhibit "A" from five (5.00) feet to fifteen (15.00) feet with a resulting increase in the aggregate area from 1.147 acres, more or less, to 1.869 acres, more or less.

NOW, THEREFORE, the parties hereto do agree to amend the said State General Lease No. S-3852 as follows:

1. The first paragraph of Easement "C" for Water Pipe Line on Page 23 of said Exhibit "A", shall be and the same is hereby amended to read:

"An easement for the operation, maintenance, and repair of a water pipe line over, under, and across the strips of land comprised of Portions A, B, and C, being five (5) feet wide and lying two and one-half (2-1/2) feet on each side of the following described centerlines; except that Courses 1 through 10 of Portion A shall be fifteen (15) feet wide and lying seven and one-half (7-1/2) feet on each side of the centerline;"

2. The phrase following the description of Course No. 42 on Page 27 of said Exhibit "A" shall be and the same is hereby amended to read:



"and containing an aggregate area of 1.869  
acres, more or less."

In all other respects the terms and conditions of  
State General Lease No. S-3852 shall remain in full force  
and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto  
subscribed their names as of the date first above written.

STATE OF HAWAII

At a meeting of the Board  
on its meeting held on

April 23, 1965

By:

R. L. Summers

Member  
Board of Land and Natural Resources

APPROVED AS TO FORM

D. P. Gos

Deputy Attorney General

And By:

George S. Yamaki

Member  
Board of Land and Natural Resources

THE UNITED STATES OF AMERICA

By:

W. H. Adams

By direction of the Chief,  
Bureau of Yards and Docks,  
acting under the direction  
of the Secretary of the Navy



RECORDATION REQUESTED BY:

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD  
LIBER 4821 PAGE 245

64 AUG 20 AM 10:49

AFTER RECORDATION, RETURN TO:

U. S. NAVY REAL ESTATE DIVISION  
DISTRICT PUBLIC WORKS OFFICE  
14 N.D., PEARL HARBOR  
c/o Harold Godfrey Jr  
Phone: 430-32164

RETURN BY: MAIL ( ) PICKUP ( )  
REQUESTOR TO FILL ABOVE

SPACE ABOVE THIS LINE FOR  
REGISTRAR'S USE

Certified to be a true and correct copy  
of the original presented for record.  
MICHIKI ADACHI, Registrar  
By: Clerk

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE GENERAL LEASE NO. S-3852

1. THIS LEASE, made and entered into this 20th  
day of August, in the year one thousand nine hundred and  
sixty-four by and between the STATE OF HAWAII, represented  
by its Board of Land and Natural Resources, whose address  
is P. O. Box 621, Honolulu, Hawaii 96809, and whose interest  
in the property hereinafter described is that of fee simple  
owner, for itself, its administrators, successors, and assigns,  
hereinafter called the "Lessor," and THE UNITED STATES OF  
AMERICA, hereinafter called the "Government":

WITNESSETH: The parties hereto for the consideration  
hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government four  
(4) tracts of land and appurtenant road access, and utility  
rights-of-way described on Exhibit "A" attached hereto and  
hereby made a part hereof, for the following purpose:  
Government purposes.

3. TO HAVE AND TO HOLD the said premises for a term  
of sixty-five (65) years beginning August 20, 1964 and

BONHAM

DLR-14ND  
5-105A  
Doc 10-7-001



ending August 19, 2029; subject, however, to the rights of the Government and the Lessor respectively to terminate this lease in accordance with provisions 6 and 18 hereof.

4. The Government shall pay the Lessor rent at the following rate: ONE DOLLAR (\$1.00) for the term of the lease, the receipt and sufficiency whereof is acknowledged.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. In addition, the Government shall post and maintain signs on roads and trails entering dangerous areas to provide a warning of any dangerous or hazardous activities; provided, that the information placed on the posted signs anywhere within the demised premises shall not be incompatible with the terms of this lease and, in those instances where joint use of an area is permitted, the information placed on the signs may include the permitted joint activities.

6. The Government may terminate this lease at any time by giving thirty (30) days' notice, in writing to the Lessor.

7. The Government shall have exclusive use and control of existing or future fenced areas and/or areas occupied by Government improvements or facilities, it being mutually understood and agreed that the Lessor shall have joint use of the leased premises outside of the Government's exclusive use area; provided, however, that the Lessor shall not construct any facilities within the joint use area and shall not interfere



with any utility lines serving the leased premises without obtaining the written consent of the Government.

8. The Government shall not strip, spoil or improperly use the demised premises, and Government representatives shall not shoot or destroy game thereon unless duly licensed by the Lessor and in accordance with the Lessor's rules and regulations appurtenant thereto.

9. The Government will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the Lessor or members of the general public in connection with their use of the premises described herein.

10. In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the Government hereby agrees that, commensurate with its use of the premises, it will take reasonable action during its use of the premises herein demised to prevent unnecessary damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, avoid pollution or contamination of all ground and surface waters and remove or bury all trash, garbage and other waste materials resulting from Government use of the said premises.

11. The Lessor hereby agrees that, commensurate with the public use of the premises herein demised, it will take reasonable action during the use of the said premises by the



general public, to remove or bury trash, garbage, and other waste materials resulting from use of the said premises by the general public.

12. The Government shall take every reasonable precaution to prevent the start of any fire in the areas herein demised and shall take immediate and continuing action to extinguish any and all fires started by or resulting from Government activities. Further, the Government shall establish and at all times maintain a standard operating procedure for fighting fires within or adjacent to the subject leased property resulting from Government activities during its use and occupancy of the premises; provided, further, that Government personnel actually using the premises shall be familiar with said standard procedure including the means of implementation.

13. The Lessor reserves unto itself all ground and surface water, ores, minerals and mineral rights of every description on, in or under the demised premises but shall exploit or permit others to exploit the said ores, minerals and mineral rights only with the consent of the Government. Notwithstanding the foregoing reservation, the Government shall have the right to develop and use for construction projects on the demised premises sources of coral, rock and similar materials occurring naturally on the said premises and to use said ground and surface waters for purposes incident to the rights granted by this lease.

14. The Government hereby agrees that the use and enjoyment of the land herein demised shall not be in support of any policy which discriminates against anyone based upon race, creed or color.

15. The Government shall not grant any interest in the demised premises; provided, however, that the Government



shall have the right to grant the use of portions of the premises to Governmental agencies or their contractors, in which case any land rental derived from such use of the premises shall be covered into the Treasury of the State of Hawaii.

16. Subject to obtaining the prior approval of the Government, the Lessor reserves the right to grant rights or privileges to others not inconsistent with the terms of this lease affecting areas not under exclusive Government use and control.

17. The Lessor will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the Federal Government in connection with the Federal Government's use of the premises described herein.

18. In the event that the leased property is not used by the Government for a period of three (3) consecutive years, this lease may be terminated upon ninety (90) days' written notice from the Lessor to the Government; provided, however, that if prior to the expiration of the aforesaid 90-day period the Secretary of the Navy shall find and determine that the leased property is required for military purposes and shall notify the Lessor in writing of this finding and determination, this lease will continue in effect; provided, further, that periods during which a national emergency has been declared by the President or the Congress of the United States and periods during which major combat elements are temporarily deployed away from the State of Hawaii shall not be included in the said three-year period. During such period



of temporary deployment the parties hereto shall discuss and give consideration to and provide for additional public use of the demised premises compatible with then existing military requirements. The Government will assure that current military standards concerning adequate utilization are applied to these premises and will assure that such use is known and is a matter of record and available to the Lessor upon request.

19. When, at some future date, the mission of the Government agency using the demised premises is deemed by the Government to be compatible with greater joint use of the said premises, the parties hereto shall discuss and give consideration to and provide for the additional public use thereof not inconsistent with the then existing Government mission.

20. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at P. O. Box 621, Honolulu, Hawaii 96809, and if given by the Lessor shall be addressed to the <sup>DIR PAC DOCKS</sup> District Public Works Officer, 14th Naval District, Navy No. 128, Box 94, F.P.O. San Francisco, California, 96614.

21. The Government's compliance with all obligations placed on it by this lease shall be subject to the availability of funds.

22. The Lessor's compliance with any obligations which may be placed on it by this lease shall be subject to the availability of funds and/or personnel.

23. The Government agrees to reforest areas, as expeditiously as practicable and within a period mutually agreed upon, where it can be demonstrated that substantial



forest cover, including trees, has been destroyed as a direct result of Government activities; provided, however, that the Lessor shall obtain advance Government approval of all future plantings proposed by the Lessor.

24. The Government shall surrender possession of the premises upon the expiration or sooner termination of this lease and, if required by the Lessor, shall within sixty (60) days thereafter, or within such additional time as may be mutually agreed upon, remove its signs and other structures; provided that in lieu of removal of structures the Government abandon them in place. The Government shall also remove weapons and shells used in connection with its training activities to the extent that a technical and economic capability exists and provided that expenditures for removal of shells will not exceed the fair market value of the land.

25. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the District Public Works Officer, 14th Naval District, Honolulu, Hawaii, hereinafter referred to as said officer, who shall within a reasonable time reduce his decision and the reasons therefor to writing and mail or otherwise furnish a copy thereof to the Lessor. The decision of the said officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Lessor mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Navy. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction



to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

(b) This condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) That all appeals under this provision shall be processed expeditiously.

26. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

27. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.



28. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such lease; provided that the existence of facts upon which the Secretary of the Navy or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

29. This lease is not subject to Title 10, United States Code, Section 2662.



IN WITNESS WHEREOF, the parties hereto have hereunto  
subscribed their names as of the date first above written.

## STATE OF HAWAII

By: *Jim P. Long*  
Chairman and Member  
Board of Land and Natural Resources

And By: *L. L. Summers*  
Member  
Board of Land and Natural Resources

## THE UNITED STATES OF AMERICA



By: *J. M. Patrick*  
By direction of the Chief, Bureau  
of Yards and Docks, acting under  
the direction of the Secretary of  
the Navy

APPROVED AS TO FORM:

*Bert T. Kobayashi*  
BERT T. KOBAYASHI  
Attorney General  
State of Hawaii

*Peter C. Lewis*  
PETER C. LEWIS  
Deputy Attorney General  
State of Hawaii



LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, HAWAII  
PORTION OF THE GOVERNMENT LAND OF WAIMEA

TRACT E-1

ADDITION TO BONHAM AIR BASE (FORMERLY MANA AIRPORT)

Beginning at the South corner of this piece of land on the Easterly boundary of Bonham Air Base of the land described in Governor's Executive Order No. 945, Part 2, dated June 10, 1941, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI", being 606.67 feet South and 2,913.99 feet East, and running by azimuths measured clockwise from True South:-

1. 191° 05' 2,936.81 feet along Bonham Air Base of the land described in Governor's Executive Order No. 945, Part 2, to Government Survey Triangulation Station "NOHILI 1";
2. 224° 03' 1,123.60 feet along Bonham Air Base of the land described in Governor's Executive Order No. 945, Part 2;



3. 314° 03' 1,194.24 feet along remainder of Government land of Waimea;
4. 44° 03' 1,506.89 feet along remainder of Government land of Waimea;
5. 11° 05' 742.14 feet along remainder of Government land of Waimea;
6. 44° 03' 1,458.00 feet along remainder of Government land of Waimea to the point of beginning and containing an area of 69.562 acres.

TRACT E-2

## ADDITION TO BONHAM AIR BASE (FORMERLY MANA AIRPORT)

Beginning at a point on the Westerly boundary of this piece of land on the Easterly boundary of Bonham Air Base, being also the Northeast corner of the land described in Governor's Executive Order No. 887, dated June 29, 1940, and the Southeast corner of the land described in Part 2 in Governor's Executive Order No. 945, dated June 10, 1941, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 4,755.50 feet South and 1,955.50 feet East and running by azimuths measured clockwise from true South:

1. 182° 40' 982.62 feet along the Easterly boundary of Bonham Air Base (Governor's Executive Order No. 945, Part 2);
2. 272° 40' 138.14 feet along remainder of Government land of Waimea;
3. 11° 06' 176.75 feet along remainder of Government land of Waimea;
4. 2° 46' 304.55 feet along remainder of Government land of Waimea;
5. 357° 49' 317.01 feet along remainder of Government land of Waimea;
6. 9° 05' 255.65 feet along remainder of Government land of Waimea;



7.	15° 19'	274.30 feet along remainder of Government land of Waimea;
8.	11° 49'	267.80 feet along remainder of Government land of Waimea;
9.	25° 48'	180.60 feet along remainder of Government land of Waimea;
10.	29° 05'	326.22 feet along remainder of Government land of Waimea;
11.	21° 43'	276.90 feet along remainder of Government land of Waimea;
12.	11° 28'	460.00 feet along remainder of Government land of Waimea;
13.	3° 02'	270.92 feet along remainder of Government land of Waimea;
14.	6° 44' 30"	661.62 feet along remainder of Government land of Waimea;
15.	18° 03'	244.98 feet along remainder of Government land of Waimea;
16.	11° 26'	156.12 feet along remainder of Government land of Waimea;
17.	3° 02'	299.35 feet along remainder of Government land of Waimea;
18.	14° 10' 30"	140.75 feet along remainder of Government land of Waimea;
19.	28° 23'	252.04 feet along remainder of Government land of Waimea;
20.	23° 01'	540.31 feet along remainder of Government land of Waimea;
21.	13° 32'	173.20 feet along remainder of Government land of Waimea;
22.	0° 23'	351.61 feet along remainder of Government land of Waimea;



23.	5° 24'	302.35 feet	along remainder of Government land of Waimea;
24.	16° 07' 30"	411.61 feet	along remainder of Government land of Waimea;
25.	354° 14' 30"	153.27 feet	along remainder of Government land of Waimea;
26.	320° 35'	151.80 feet	along remainder of Government land of Waimea;
27.	329° 50'	160.58 feet	along remainder of Government land of Waimea;
28.	344° 15'	335.36 feet	along remainder of Government land of Waimea;
29.	357° 09' 30"	518.90 feet	along remainder of Government land of Waimea;
30.	8° 37'	184.64 feet	along remainder of Government land of Waimea;
31.	19° 00' 30"	265.05 feet	along remainder of Government land of Waimea;
32.	15° 50' 30"	604.48 feet	along remainder of Government land of Waimea;
33.	23° 04'	1,090.37 feet	along remainder of Government land of Waimea;
34.	12° 21'	676.47 feet	along remainder of Government land of Waimea;
35.	7° 25' 30"	423.32 feet	along remainder of Government land of Waimea;
36.	8° 48' 30"	203.04 feet	along remainder of Government land of Waimea;
37.	12° 36'	232.73 feet	along remainder of Government land of Waimea;
38.	17° 59'	193.71 feet	along remainder of Government land of Waimea;



- |     |              |               |  |
|-----|--------------|---------------|--|
| 39. | 21° 11' 30"  | 426.37 feet   | along remainder of Government land of Waimea;  |
| 40. | 2° 29'       | 158.62 feet   | along remainder of Government land of Waimea;  |
| 41. | 344° 12'     | 143.83 feet   | along remainder of Government land of Waimea;  |
| 42. | 329° 11'     | 1,451.33 feet | along remainder of Government land of Waimea;  |
| 43. | 46° 20'      | 587.33 feet   | along remainder of Government land of Waimea;  |
| 44. | 25° 10'      | 30.64 feet    | along remainder of Government land of Waimea, to the Easterly boundary of Bonham Air Base (Governor's Executive Order No. 945, Part 1);  |
| 45. | 137° 30' 20" | 70.14 feet    | along the Easterly side of Bonham Air Base, to a point at the North corner of Governor's Executive Order No. 945, Part 1 and the Southeasterly boundary of Governor's Executive Order No. 887; |
| 46. | 205° 10'     | 156.00 feet   | along Bonham Air Base (Governor's Executive Order No. 887);  |
| 47. | 161° 00'     | 1,680.00 feet | along Bonham Air Base (Governor's Executive Order No. 887);  |
| 48. | 202° 00'     | 670.00 feet   | along Bonham Air Base (Governor's Executive Order No. 887);  |
| 49. | 191° 00'     | 1,730.00 feet | along Bonham Air Base (Governor's Executive Order No. 887);  |
| 50. | 202° 40'     | 1,130.00 feet | along Bonham Air Base (Governor's Executive Order No. 887);  |



51. 197° 00' 950.00 feet along Bonham Air Base (Governor's Executive Order No. 887);
52. 177° 00' 550.00 feet along Bonham Air Base (Governor's Executive Order no. 887);
53. 153° 00' 660.00 feet along Bonham Air Base (Governor's Executive Order No. 887);
54. 193° 00' 215.96 feet along Bonham Air Base (Governor's Executive Order No. 877);
55. 106° 18' 20" 337.39 feet along Bonham Air Base (Governor's Executive Order No. 877);
56. 196° 26' 30" 188.85 feet along Cemetery Lot along remainder of Government land of Waimea;
57. 286° 18' 20" 326.08 feet along Bonham Air Base (Governor's Executive Order No. 887);
58. 193° 00' 294.85 feet along Bonham Air Base (Governor's Executive Order No. 887);
59. 181° 00' 670.00 feet along Bonham Air Base (Governor's Executive Order No. 887);
60. 205° 00' 850.00 feet along Bonham Air Base (Governor's Executive Order No. 887);
61. 190° 34' 956.60 feet along Bonham Air Base (Governor's Executive Order No. 887);
62. 186° 00' 1,200.00 feet along Bonham Air Base (Governor's Executive Order No. 887);



63. 206° 00' 900.00 feet along Bonham Air Base (Governor's Executive Order No. 887);
64. 192° 00' 530.00 feet along Bonham Air Base (Governor's Executive Order No. 945, Part 2), to the point of beginning and containing an AREA OF 45.268 ACRES.

RESERVING, HOWEVER, to the Grantor, its permittees, lessees and assigns, a right of access to and from the following described parcel of land:

Beginning at the southeasterly corner of this parcel of land, said initial point being also the end of "Course 55" of Tract E-2 described hereinabove, marked by an iron pipe and running by azimuths measured clockwise from True South:-

1. 102° 58' 30" 91.20 feet along Bonham Air Base (Governor's Executive Order No. 887);
2. 187° 28' 30" 186.20 feet along Bonham Air Base (Governor's Executive Order No. 887);
3. 281° 28' 30" 120.50 feet along Bonham Air Base (Governor's Executive Order No. 887);
4. 16° 26' 30" 188.85 feet along "Course 56" of Parcel E-2 hereinabove described to the point of beginning and containing 0.454 ACRE more or less.

#### TRACT E-3

##### BONHAM AIR BASE (FORMERLY MANA AIRPORT) STORAGE AREA

Being a tract of land having an aggregate area of 74.463 acres and comprised of Parcels 1 and 2 described as follows:

##### PARCEL 1

Beginning at the Northwest corner of this piece of land being also the Northeast corner of Parcel 2 hereinafter described, said initial point being on the divisional line between the lands of the State of Hawaii and Hawaiian Home Land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 8,009.49 feet South and 9,806.81



feet East and running by azimuths measured clockwise from

True South:-

1. 265° 32' 40" 930.14 feet along remainder of Government land of Waimea;
2. 359° 05' 10" 722.14 feet along remainder of Government land of Waimea;
3. 23° 47' 20" 1,397.98 feet along remainder of Government land of Waimea to the divisional line between said lands of the State of Hawaii and Hawaiian Home Land;
4. 169° 00' 1,965.09 feet along remainder of Government land of Waimea along the land of the State of Hawaii, the same being along Parcel 2 hereinafter described to the point of beginning and containing an AREA OF 25.686 ACRES.



Beginning at the Northeast corner of this piece of land, being also the initial point of Parcel 1 hereinabove described, and running by azimuths measured clockwise from true South:

1. 349° 00' 1,965.09 feet along remainder of Government land of Waimea along the divisional line between the lands of the State of Hawaii and Hawaiian Home Land (along Parcel 1 hereinabove described);
2. 23° 47' 20" 128.83 feet along remainder of Government land of Waimea;
3. 89° 11' 20" 1,078.56 feet along remainder of Government land of Waimea;
4. 169° 42' 1,248.24 feet along remainder of Government land of Waimea;
5. 206° 32' 10" 508.45 feet along remainder of Government land of Waimea;
6. 175° 31' 40" 319.61 feet along remainder of Government land of Waimea;
7. 265° 32' 40" 778.77 feet along remainder of Government land of Waimea to the point of beginning and containing an area of 48.777 acres.

TRACT E-4

BONHAM AIR BASE (FORMERLY MANA AIRPORT) WATER STORAGE AREA

Beginning at the West corner of this piece of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANA 2", being 801.42 feet South and 10,615.96 feet East, and running by azimuths measured clockwise from true South:

1. 202° 36' 20" 121.59 feet along remainder of Government land of Waimea;
2. 302° 28' 40" 104.23 feet along remainder of Government land of Waimea;
3. 346° 52' 10" 56.56 feet along remainder of Government land of Waimea;



4. 81° 50' 40" 120.94 feet along remainder of Government land of Waimea;
5. 119° 51' 40" 32.06 feet along remainder of Government land of Waimea to the point of beginning and containing an area of 0.264 acre.

SUBJECT, HOWEVER, to the following:

1. That certain lease for 15 years and dated December 23, 1953, and being General Lease No. 3458 from the Territory (now State) of Hawaii to Kekaha Sugar Company, Limited, and filed with the Department of Land and Natural Resources of the State of Hawaii, Honolulu, Hawaii.

2. Easement C-1 being 80 feet wide over and across Tract E-2 hereinabove described, and the same being the extension of Easement C as described in said Executive Order No. 945, Part 2, and shown on the map filed with CSF No. 9485 in the Survey Division of the State of Hawaii, Honolulu, Hawaii.

TOGETHER WITH Easement A and Easement B for roadways, Easement C for a water line, and Easement D for a power line, said easements being more particularly described as follows:



EASEMENT "A" FOR ROADWAY

An easement for a roadway over and across the strips of land hereinafter described as Part I being twenty-five (25.00) feet wide, Part II comprised of Portions A, B, C, and D being fifteen (15.00) feet wide, and Part III being twelve (12.00) feet wide, and containing an aggregate area of 4.007 acres.

LAND SITUATE AT MANA, WAIMEA (KONA), KAUAI, HAWAII

Being a Portion of the Government Land of Waimea

## PART I

Being a strip of land twenty-five (25.00) feet wide and lying twelve and one-half (12.50) feet on each side of the following described centerline:

Beginning at the West end of this strip of land, being also the Easterly terminus of the centerline of Kaumualii Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANA 2", being 701.32 feet North and 5,185.12 feet East, and running by azimuths measured clockwise from true South:

1. 258° 52' 20" 27.19 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 1,730.00 feet, the chord azimuth and distance being:

2. 256° 07' 40" 165.67 feet;
3. 253° 23' 00" 380.10 feet along remainder of Government land of Waimea;



thence along remainder of Government land of Waimea, on a curve to the right with a radius of 10,260.00 feet, the chord azimuth and distance being:

4. 254° 11' 10" 287.50 feet;

5. 254° 59' 20" 484.69 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 5,130.00 feet, the chord azimuth and distance being:

6. 256° 35' 25" 286.72 feet;

7. 258° 11' 30" 18.66 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 5,090.00 feet, the chord azimuth and distance being:

8. 256° 13' 20" 349.85 feet;

9. 254° 15' 10" 1,549.33 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 650.00 feet, the chord azimuth and distance being:

10. 262° 11' 25" 179.52 feet and containing an area of 2.141 acres.



## PART II

Being a strip of land fifteen (15.00) feet wide and lying seven and one-half (7.50) feet on each side of the centerline hereinafter described as Portions A, B, C, and D.

## PORTION A

Beginning at the Westerly end of this strip of land, being also the end of the strip of land hereinabove described as Part I, and running by azimuths measured clockwise from true South:

11.  $270^{\circ} 07' 40''$  110.59 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 140.00 feet, the chord azimuth and distance being:

12.  $302^{\circ} 08' 50''$  148.46 feet;

13.  $334^{\circ} 10' 00''$  367.60 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 190.00 feet, the chord azimuth and distance being:

14.  $315^{\circ} 25' 40''$  122.08 feet;

15.  $296^{\circ} 41' 20''$  196.91 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 250.00 feet, the chord azimuth and distance being:



16. 309° 17' 15" 109.06 feet;
17. 321° 53' 10" 161.32 feet along remainder of Government land of Waimea;
- thence along remainder of Government land of Waimea, on a curve to the right with a radius of 300.00 feet, the chord azimuth and distance being:
18. 327° 10' 50" 55.36 feet;
19. 332° 28' 30" 142.35 feet along remainder of Government land of Waimea;
- thence along remainder of Government land of Waimea, on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being:
20. 344° 11' 40" 60.94 feet;
21. 355° 54' 50" 63.21 feet along remainder of Government land of Waimea;
- thence along remainder of Government land of Waimea, on a curve to the left with a radius of 300.00 feet, the chord azimuth and distance being:
22. 344° 04' 35" 123.08 feet;
23. 332° 14' 20" 148.05 feet along remainder of Government land of Waimea.

## PORTION B

Beginning at the Westerly end of this strip of land, said initial point being also the end of Course No. 11 of the land hereinabove described as Portion A of Part II, and running by azimuths measured clockwise from true South:



24. 270° 07' 40"

16.03 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being:

25. 258° 02' 30"

83.75 feet;

26. 245° 57' 20"

331.96 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 170.00 feet, the chord azimuth and distance being:

27. 259° 33' 35"

79.97 feet;

28. 273° 09' 50"

127.80 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 130.00 feet, the chord azimuth and distance being:

29. 259° 15' 20"

62.50 feet;

30. 245° 20' 50"

206.32 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 160.00 feet, the chord azimuth and distance being:

31. 231° 22' 20"

77.28 feet;



32. 217° 23' 50" 234.73 feet along remainder of Government land of Waimea;
- thence along remainder of Government land of Waimea, on a curve to the right with a radius of 210.00 feet, the chord azimuth and distance being:
33. 235° 36' 30" 131.26 feet along remainder of Government land of Waimea;
34. 253° 49' 10" 52.37 feet along remainder of Government land of Waimea;
- thence along remainder of Government land of Waimea, on a curve to the right with a radius of 1,020.00 feet, the chord azimuth and distance being:
35. 256° 21' 35" 90.42 feet;
36. 258° 54' 00" 120.26 feet along remainder of Government land of Waimea, to a point on the Westerly boundary of the land described as Tract E-3 (Storage Area), and said point being distant 185.23 feet from the end of Course No. 6 therefor.

## PORTION C

Beginning at the North end of this strip of land, said initial point being distant 307.71 feet from the end of Course No. 26 of the land hereinabove described as Portion B of Part II, and running by azimuths measured clockwise from true South:

Along remainder of Government land of Waimea, on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:

37. 20° 03' 40" 57.44 feet;
38. 334° 10' 00" 58.03 feet along remainder of Government land of Waimea, to the end of Course No. 12 of the land hereinabove described as Portion A of Part II.



PORTION D

LIBER 4821 PAGE 271

Beginning at the West end of this strip of land, being also distant 94.72 feet from the end of Course No. 23 of the land hereinabove described as Portion A of Part II, and running by azimuths measured clockwise from true South:

Along remainder of Government land of Waimea, on a curve to the left with a radius of 80.00 feet, the chord azimuth and distance being:

39. 281° 05' 30" 124.60 feet;

40. 229° 56' 40" 126.19 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 620.00 feet, the chord azimuth and distance being:

41. 221° 21' 00" 185.30 feet;

42. 212° 45' 20" 79.18 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:

43. 239° 37' 55" 90.41 feet;

44. 266° 30' 30" 13.97 feet along remainder of Government land of Waimea, to a point on the West boundary of the land described as Tract E-3 (Storage Area), and said point being distant 984.44 feet from the end of Course No. 4 thereof. Said Part II comprised of Portions A, B, C, and D contains a total area of 1.448 acres.



## PART III

Being a strip of land twelve (12.00) feet wide and lying six (6.00) feet on each side of the following described center-line:

Beginning at the North end of this strip of land, being also the end of Portion A of Part II of the land hereinabove described, and running by azimuths measured clockwise from true South:

Along remainder of Government land of Waimea, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:

45.  $0^{\circ} 02' 40''$  46.65 feet;

46.  $27^{\circ} 51' 00''$  219.26 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 110.00 feet, the chord azimuth and distance being:

47.  $356^{\circ} 02' 50''$  115.94 feet;

48.  $324^{\circ} 14' 40''$  92.08 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 2,010.00 feet, the chord azimuth and distance being:

49.  $320^{\circ} 12' 20''$  283.14 feet;



50. 316° 10' 00" 14.86 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 490.00 feet, the chord azimuth and distance being:

51. 324° 20' 05" 139.24 feet;

52. 332° 30' 10" 70.81 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 80.00 feet, the chord azimuth and distance being:

53. 345° 22' 50" 35.66 feet;

54. 358° 15' 30" 5.17 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 90.00 feet, the chord azimuth and distance being:

55. 305° 44' 00" 142.85 feet;

56. 253° 12' 30" 61.69 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 70.00 feet, the chord azimuth and distance being:

57. 290° 19' 55" 84.50 feet;

58. 327° 27' 20" 67.70 feet along remainder of Government land of Waimea;



thence along remainder of Government land of Waimea, on a curve to the left with a radius of 90.00 feet, the chord azimuth and distance being:

- |     |      |     |     |  |
|-----|------|-----|-----|--|
| 59. | 310° | 45' | 10" | 51.73 feet;  |
| 60. | 294° | 03' | 00" | 26.02 feet along remainder of Government land of Waimea; |

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 210.00 feet, the chord azimuth and distance being:

- |     |      |     |     |  |
|-----|------|-----|-----|--|
| 61. | 299° | 36' | 15" | 40.65 feet;  |
| 62. | 305° | 09' | 30" | 17.52 feet along remainder of Government land of Waimea; |

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 120.00 feet, the chord azimuth and distance being:

- |     |      |     |     |  |
|-----|------|-----|-----|--|
| 63. | 286° | 30' | 35" | 76.74 feet;  |
| 64. | 267° | 51' | 40" | 20.55 feet along remainder of Government land of Waimea to a point on the Northwest boundary of Tract E-4 (Water Storage), and said point being distant 109.59 from the end of Course No. 1 thereof, and containing an area of 0.455 acre. |



EASEMENT "B" FOR ROADWAY

An easement for a roadway over and across a strip of land twenty-five (25.00) feet wide and lying twelve and one-half (12.50) feet on each side of the following described centerline:

Beginning at the Northwest end of this strip of land, said point of beginning being distant 296.79 feet from the end of Course No. 43 of the land hereinabove described as Tract E-2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANA 2", being 6,763.30 feet South and 1,687.64 feet East, and running by azimuths measured clockwise from true South:

1. 346° 04' 50" 80.59 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 490.00 feet, the chord azimuth and distance being:

2. 332° 32' 10" 229.52 feet;

3. 318° 59' 30" 841.91 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 3,390.00 feet, the chord azimuth and distance being:

4. 320° 57' 25" 232.51 feet;

5. 322° 55' 20" 229.15 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea,



on a curve to the right with  
a radius of 2,020.00 feet, the  
chord and azimuth distance  
being:

6. 328° 19' 50" 380.78 feet;

7. 333° 44' 20" 119.88 feet along remainder of Government  
land of Waimea;

thence along remainder of  
Government land of Waimea,  
on a curve to the left with  
a radius of 530.00 feet, the  
chord azimuth and distance  
being:

8. 292° 53' 25" 693.31 feet;

9. 252° 02' 30" 305.67 feet along remainder of Government  
land of Waimea;

thence along remainder of  
Government land of Waimea,  
on a curve to the right with  
a radius of 1,160.00 feet,  
the chord azimuth and distance  
being:

10. 268° 09' 00" 643.69 feet;

11. 284° 15' 30" 53.60 feet along remainder of Government  
land of Waimea;

thence along remainder of  
Government land of Waimea,  
on a curve to the left with  
a radius of 630.00 feet, the  
chord azimuth and distance  
being:

12. 277° 49' 45" 141.09 feet;

13. 271° 24' 00" 316.92 feet along remainder of Government  
land of Waimea;

thence along remainder of  
Government land of Waimea,  
on a curve to the left with  
a radius of 1,170.00 feet,  
the chord azimuth and dis-  
tance being:



14. 266° 40' 05" 193.04 feet;

15. 261° 56' 10" 110.35 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 1,490.00 feet, the chord azimuths and distance being:

16. 269° 45' 55" 405.94 feet;

17. 277° 35' 40" 320.21 feet along remainder of Government land of Waimea, to the Southwest side of Kaumualii Highway right of way, and containing an area of 3.084 acres.



EASEMENT "C" FOR WATER PIPE LINE

An easement for the operation, maintenance,  
and repair of a water pipe line over, under, and across the  
strips of land comprised of Portions A, B, and C, being five  
(5.00) feet wide and lying two and one-half (2.50) feet on each  
side of the following described centerlines:

## PORTION A

*See Map 798170 - Should be 29.49?*

Beginning at the West end of this strip of land, said point of  
beginning being distant (39.49) feet from the end of Course No. 26  
of the land hereinabove described as Tract E-2, and running by  
azimuths measured clockwise from true South:

1. 259° 19' 50" 1,078.06 feet along remainder of Government  
land of Waimea (also across  
a portion of Kaumualii High-  
way);
2. 247° 20' 20" 138.02 feet along remainder of Government  
land of Waimea;
3. 243° 12' 40" 286.97 feet along remainder of Government  
land of Waimea;
4. 266° 26' 20" 90.10 feet along remainder of Government  
land of Waimea;
5. 307° 05' 20" 46.30 feet along remainder of Government  
land of Waimea;

thence along remainder of  
Government land of Waimea,  
on a curve to the left with  
a radius of 100.00 feet, the  
chord azimuth and distance  
being:

6. 295° 29' 15" 40.22 feet;
7. 283° 53' 10" 45.26 feet along remainder of Government  
land of Waimea;



8. 263° 29' 10" 281.46 feet along remainder of Government land of Waimea;
9. 259° 19' 50" 299.81 feet along remainder of Government land of Waimea (being also across a portion of Kaumualii Highway);
10. 258° 57' 10" 838.93 feet along remainder of Government land of Waimea (being also across a portion of Kaumualii Highway);
11. 253° 21' 50" 435.75 feet along remainder of Government land of Waimea (being also across a portion of Kaumualii Highway);
12. 257° 50' 30" 331.29 feet along remainder of Government land of Waimea;
13. 255° 56' 50" 127.63 feet along remainder of Government land of Waimea;
14. 259° 28' 30" 100.96 feet along remainder of Government land of Waimea;
15. 338° 34' 40" 246.40 feet along remainder of Government land of Waimea;
16. 332° 51' 40" 48.71 feet along remainder of Government land of Waimea;
17. 354° 16' 20" 289.16 feet along remainder of Government land of Waimea;
18. 265° 32' 30" 116.97 feet along remainder of Government land of Waimea;
19. 265° 50' 30" 680.93 feet along remainder of Government land of Waimea;
20. 292° 28' 40" 28.93 feet along remainder of Government land of Waimea;
21. 266° 24' 20" 241.48 feet along remainder of Government land of Waimea;



22. 336° 51' 30" 300.43 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 170.00 feet, the chord azimuth and distance being:

23. 315° 52' 50" 121.72 feet;

24. 294° 54' 10" 891.29 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the left with a radius of 250.00 feet, the chord azimuth and distance being:

25. 270° 06' 05" 209.74 feet;

26. 245° 18' 00" 296.08 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being:

27. 256° 18' 50" 57.31 feet;

28. 267° 19' 40" 846.01 feet along remainder of Government land of Waimea;

thence along remainder of Government land of Waimea, on a curve to the right with a radius of 140.00 feet, the chord azimuth and distance being:

29. 282° 33' 35" 73.56 feet;



- |     |      |     |     |             |  |
|-----|------|-----|-----|-------------|--|
| 30. | 297° | 47' | 30" | 39.78 feet  | along remainder of Government land of Waimea;  |
| 31. | 316° | 06' | 40" | 363.86 feet | along remainder of Government land of Waimea;  |
| 32. | 328° | 43' | 40" | 220.98 feet | along remainder of Government land of Waimea;  |
| 33. | 257° | 41' | 20" | 148.06 feet | along remainder of Government land of Waimea;  |
| 34. | 320° | 32' | 10" | 142.75 feet | along remainder of Government land of Waimea;  |
| 35. | 306° | 21' | 10" | 84.13 feet  | along remainder of Government land of Waimea;  |
| 36. | 293° | 24' | 40" | 130.82 feet | along remainder of Government land of Waimea;  |
| 37. | 273° | 52' | 30" | 24.87 feet  | along remainder of Government land of Waimea, to a point on the Southwest boundary of the land hereinabove described as Tract E-4, and said point being distant 23.74 feet from the end of Course No. 5 thereof. |

## PORTION B

Beginning at the West end of this strip of land, being also a point on the South boundary of the land hereinabove described as Tract E-4, and said point being distant 17.48 feet from the end of Course No. 4 thereof, and running by azimuths measured clockwise from true South:

- |     |      |     |     |            |  |
|-----|------|-----|-----|------------|--|
| 38. | 273° | 52' | 30" | 21.14 feet | along remainder of Government land of Waimea;  |
| 39. | 254° | 18' | 30" | 33.60 feet | along remainder of Government land of Waimea, to a point on the South boundary of the land hereinabove described as Tract E-4, and said point being distant 71.47 feet from the end of Course No. 4 thereof. |



## PORTION C

Beginning at the West end of this strip of land, being also a point on the East boundary of the land hereinabove described as Tract E-4, and said point being distant 6.49 feet from the end of Course No. 3 thereof, and running by azimuths measured clockwise from true South:

- |     |              |   |
|-----|--------------|---|
| 40. | 254° 18' 30" | 71.91 feet along remainder of Government land of Waimea;  |
| 41. | 257° 07' 30" | 104.70 feet along remainder of Government land of Waimea;   |
| 42. | 232° 49' 00" | 6.54 feet along remainder of Government land of Waimea, to a point on the Westerly boundary of Kekaha Sugar Company Pump-house, and containing an aggregate of 1.147 acres, more or less. |



EASEMENT "D" FOR POWER LINE

An easement for the operation, maintenance, and repair of an electric power line on, over, and across a strip of land fifteen (15.00) feet wide and lying seven and one-half (7.50) feet on each side of the following described center-line:

Beginning at the Southwest end of this strip of land and said point of beginning being distant 23.48 feet from the end of Course No. 26 of the land hereinabove described as Tract E-2, and running by azimuths measured clockwise from true South:

1. 259° 10' 50" 1,250.76 feet along remainder of Government land of Waimea (a portion being across Kaumualii Highway);
2. 200° 23' 30" 389.81 feet along remainder of Government land of Waimea (a portion being across Kaumualii Highway);
3. 279° 53' 50" 598.81 feet along remainder of Government land of Waimea (along Kaumualii Highway);
4. 274° 34' 50" 138.58 feet along remainder of Government land of Waimea (along Kaumualii Highway);
5. 263° 45' 50" 217.98 feet along remainder of Government land of Waimea (along Kaumualii Highway);
6. 258° 52' 20" 671.75 feet along remainder of Government land of Waimea (along Kaumualii Highway);
7. 263° 01' 00" 181.64 feet along remainder of Government land of Waimea (a portion being across Kaumualii Highway);



8. 255° 12' 30" 509.31 feet along remainder of Government land of Waimea to a point on the Kekaha Power Line and containing an AREA OF 1.363 ACRES.



Easements B-3 and B-4 for culvert and slopes

Land Situate at Mana, Waimoa (Kona), Kauai, Hawaii

Portion of the Government Land of Waimoa

Being also a portion of General Lease No. S-4222 to  
Kekaha Sugar Company, Limited.

Easement B-3

Beginning at the East corner of this piece of land, on the Southwest side of Easement "B" twenty-five (25.00) feet wide for roadway, said Easement "B" being a portion of the lands described in State of Hawaii General Lease No. S-3852 to the United States of America, dated the 20th day of August, 1964, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4821 at Page 245, said point of beginning being by true azimuth and distance  $48^{\circ}59'30''$  12.50 feet from the end of course No. 2 of said Easement "B", and the coordinates of said point of beginning referred to Government Survey Triangulation Station "Mana 2" being 7,053.38 feet South and 1,803.45 feet East, and running by azimuths measured clockwise from true South:

1.  $48^{\circ}59'30''$  25.00 feet along remainder of Government Land of Waimoa;
2.  $99^{\circ}20'$  20.00 feet along same;



3.  $167^{\circ}30'$  68.00 feet along same;

4.  $228^{\circ}59'30''$  10.96 feet along same;

thence along same, being also along the southwest side of said Easement "B" of General Lease No. S-3852, on a curve to the left with a radius of 502.50 feet, the chord azimuth and distance being:

5.  $323^{\circ}17'32''$  75.36 feet to the point of beginning and containing an area of 1,911 square feet.

#### Easement B-4

Beginning at the south corner of this piece of land, on the northeast side of said Easement "B" for roadway, said point of beginning being by traverse:

a.  $228^{\circ}59'30''$  12.50 feet and

b.  $318^{\circ}59'30''$  112.00 feet,

from the end of Course No. 2 of said Easement "B", and the coordinates of said point of beginning referred to Government Survey Triangulation Station "Manas 2" being 7,121.49 feet South and



1,895.80 feet East, thence running by azimuths measured clockwise from true South:

1.  $138^{\circ}59'30''$  112.00 feet along the Northeast side of said Easement "B";

thence along same on a curve to the right with a radius of 477.50 feet, the chord azimuth and distance being:

2.  $140^{\circ}36'30''$  26.95 feet;

3.  $279^{\circ}20'$  67.68 along remainder of Government Land of Jamaica;

4.  $9^{\circ}20'$  28.00 feet along same;

5.  $322^{\circ}20'$  24.00 feet along same;

6.  $48^{\circ}59'30''$  7.00 feet along same;

7.  $318^{\circ}59'30''$  45.00 feet along same;

8.  $18^{\circ}59'30''$  14.00 feet along same to the point of beginning and containing an area of 2,901 square feet.



Check relationship of "Kaiwi" to Bdry. 6

1.  $320^{\circ}37'24''$  405.64

"P-1"

2.  $100^{\circ}47'30''$  73.25

P.I.

to "Kaiwi":  $148^{\circ}16'18''$  352.525

( $328^{\circ}18'00''$  352.93)

1.  $320^{\circ}37'24''$  405.64

2.  $100^{\circ}47'30''$  73.25

3.  $163^{\circ}00'$  87.75

to "Kaiwi":  $143^{\circ}30'26''$  268.587 ft.

( $323^{\circ}40'14''$  268.73 per 7023218)

1.  $328^{\circ}18'$  352.93

2.  $163^{\circ}00'$  87.75

to "Kaiwi":  $143^{\circ}33'05''$  268.976 ft.

Check relationship of Easement "B" to Bdry. 6:

1.  $205^{\circ}10'$  30.64

2.  $226^{\circ}20'$  296.79

Easmt B

R=490

P.C.

3.  $346^{\circ}04'50''$  80.59

4.  $332^{\circ}32'10''$  229.52

P.T.

5.  $318^{\circ}59'30''$  841.91

R=3390

P.C.

6.  $320^{\circ}57'25''$  232.51

P.T.

7.  $322^{\circ}55'20''$  229.15

R=2020

P.C.

8.  $328^{\circ}19'50''$  380.78

P.T.

9.  $333^{\circ}44'20''$  119.88

P.C.

10.  $333^{\circ}44'20''$  230.76

11.  $137^{\circ}30'20''$  2287.23



P.O.B. @ Bdy 6:

1.	137°30'20"	2357.59
2.	205°10'	30.64
3.	226°20'	296.79
4.	346°04'50"	80.59
5.	332°32'10"	229.52
6.	318°59'30"	841.91
7.	320°57'25"	232.51
8.	322°55'20"	229.15
9.	328°19'50"	380.78
10.	333°44'20"	119.88

Close: 329°58'00" 298.96

From Fujinaka's survey: P.O.B. @ "Kaiwi"

1.	152°24'44"	617.03	"P"
2.	139°02'04"	1199.98	"A"
3.	145°08'33"	184.23	"B"
4.	169°28'50"	152.92	Lat Bdy "D"
5.	346°04'50"	80.59	$r = 490$ P.C.
6.	332°32'10"	229.52	$L = 231.67$ P.T.
7.	318°59'30"	841.91	$r = 9390$ R P.C.
8.	320°57'25"	232.51	$L = 232.56$ P.T.
9.	322°55'20"	229.15	$r = 2020$ R P.C.
10.	328°19'50"	380.78	$L = 381.35$ P.T.
11.	333°44'20"	119.88	$r = 530$ L P.C.

to "Kaiwi": 12°44'21" 43.39 ft.

$$STA. 30 + 09 + 21 + 17.11 = 51 + 26.11$$



Check Fujinaka's tie to Sta. Bdy.

"KAIWI"

"P" 152°24'44" 617.03

"A" 139°02'04" 1199.98

"B" 145°08'33" 184.23

"D" 169°28'50" 152.92

46°20' 296.79

25°10' 30.64

317°30'20" 2357.59

"KAIWI" 143°40'14" 268.73

Close: 241°35'17" 0.002

OK

Check against Hirota:

"KAIWI"

TRAY. 4-A 160°17'20" 248.08

TRAY. 4 145°32'50" 454.13

¢ P.T. 135°15'25" 62.55

P.C. 140°57'25" 232.51

P.T. 138°59'30" 841.91

P.C. 152°32'10" 229.52

¢ @ BDY. ("D") 166°04'50" 80.59

46°20' 296.79

25°10' 30.64

317°30'20" 2357.59

"KAIWI" 143°40'14" 268.73

Close: 215°38'04" 5.2766 ft.



Check Fujinaka's tie to  $\phi$  Bridge 97:

Sta. 1+00 ( $\phi$  Bridge 97)

PT. "A"	342°53	21.80
PT. "P"	319°02'04"	1199.98
"KAIWI"	332°24'44"	617.03
Bdy.	323°40'14"	268.73
	137°30'20"	2357.59
	205°10'	30.64
	226°20'	296.79
	346°04'50"	80.59
	332°32'10"	229.52

Close: 232°41'26.5" 1,956 ft.

Design northeast side easement for Bridge 97

Get coords. of P.O.B. of easement:

56,763.30, E 1687.64 ref. "Mana 2"  $\Delta$  (P.O.B. Easmt "B")

1. 346°04'50" 80.59

2. 332°32'10" 229.52

3. 228°59'30" 12.50

4. 318°59'30" 112.00 S 7121.49, E 1895.80



Redesign easement for Bridge 97 improvements  
Northeast side:

1.  $9^{\circ}20'$  28.00
2.  $322^{\circ}20'$  24.00
3.  $48^{\circ}59'30''$  7.00
4.  $318^{\circ}59'30''$  45.00
5.  $48^{\circ}59'30''$  14.00
6.  $138^{\circ}59'30''$  112.00

Trav End Curl:

7. az. & dist to curve center:  $228^{\circ}59'30''$  477.50
8. az. of line:  $279^{\circ}20'$
9. chord:  $140^{\circ}36'30''$  26.95
10. dist on line: 67.68

Area: 2,901  $\pm$

S 7121.49, E 1895.80 ref "MANA 2"  $\Delta$

1.  $138^{\circ}59'30''$  112.00
2.  $140^{\circ}36'30''$  26.95 R = 477.50 right
3.  $279^{\circ}20'$  67.68
4.  $9^{\circ}20'$  28.00
5.  $322^{\circ}20'$  24.00
6.  $48^{\circ}59'30''$  7.00
7.  $318^{\circ}59'30''$  45.00
8.  $48^{\circ}59'30''$  14.00

northeast  
side

EASEMENT "B-4"

Area: 2,901  $\pm$



Design southwest side:

1.  $48^{\circ}59'30''$  25.00
2.  $99^{\circ}20'$  20.00
3.  $167^{\circ}30'$  68.00

Trav End Li Cur:

az. of line:  $228^{\circ}59'30''$

P.O.B. - CC:  $228^{\circ}59'30''$  502.50

dist. on line: 10.96

chord:  $323^{\circ}17'32''$  75.36

az. from curve center:  $57^{\circ}35'34''$

P.O.B.:

S 6763.30, E 1687.64

1.  $346^{\circ}04'50''$  80.59

2.  $332^{\circ}32'10''$  229.52

3.  $48^{\circ}59'30''$  12.50 S 7053.38, E 1803.45

S 7053.38, E 1803.45

1.  $48^{\circ}59'30''$  25.00

2.  $99^{\circ}20'$  20.00

3.  $167^{\circ}30'$  68.00

4.  $228^{\circ}59'30''$  10.96

5.  $323^{\circ}17'32''$  75.36 R = 502.50 left

Close:  $321^{\circ}38'20''$  0.004

Area: 1,911  $\pm$  EASEMENT "B-3"

Southwest side



Check survey data at "Kaiwi":

1.	315°15'25"	62.55	Trav. 4
2.	325°32'50"	454.13	" 4A
3.	340°17'20"	248.08	"Kaiwi"
4.	328°18'	<del>360.96</del> (352.93)	P.I.
5.	163°00'	87.75	Mon. 6
6.	137°30'20"	<del>2427.73</del> 2357.59	Mon. 7
7.	205°10'	30.64	Mon. 8
8.	226°20'	296.79	℄ rd.
9.	346°04'50"	80.59	R=490 P.C.
10.	332°32'10"	229.52	P.T.
11.	318°59'30"	841.91	R= P.C.
12.	320°57'25"	232.51	P.O.B.

Close: 39°41'16" 5.747 ft.

Check survey data from NF DWG. 7461537:

P.O.B. @ "Kaiwi"

1.	328°18'	352.93	P.I.
2.	163°00'	87.75	Mon 6
3.	137°30'20"	2357.59	Mon 7
4.	205°10'	30.64	Mon 8
5.	226°20'	296.74 (296.79)	℄ rd.
6.	346°04'40"	190.90	P.I.
7.	318°49'30"	1082.07	E-2
8.	320°00'	259.84	
9.	332°24'30"	617.03	"Kaiwi"

Close: 33°57'42" 10.775 ft.

or 27°58'09" 7.776 ft.



**Navy Lease S-3952**



INSTALLATION : CNI PMRF HAWAII AREA  
SITE : MAKAHA RIDGE BORE SITE  
AGREEMENT TYPE : I LEAS  
CONTRACT NUMBER: DLR 10-5-108  
PARTY INVOLVED : UNITED STATES OF AMERICA ET AL  
DATE : 31-Oct-1973

TITLE	DATE	PAGES
-----	-----	-----
STATUS OF REAL ESTATE TRANSACTION PACDOCKS 11011/1	20-Apr-1966	1
MAP LOCATION PLAN SUBMERGED CABLE RIGHT OF WAY RESM NAVFAC 7005147		1
AMENDMENT TO GENERAL LEASE NO. S-3952, BETWEEN THE STATE OF HAWAII AND UNITED STATES OF AMERICA BY X, VARIOUS	31-Oct-1973	8
STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES STATE GENERAL LEASE NO. S-3952, BETWEEN THE STATE OF HAWAII AND UNITED STATES OF AMERICA BY X, VARIOUS	17-Dec-1965	23
	TOTAL	33



STATUS OF REAL ESTATE TRANSACTION  
PACDOCKS 11011/1

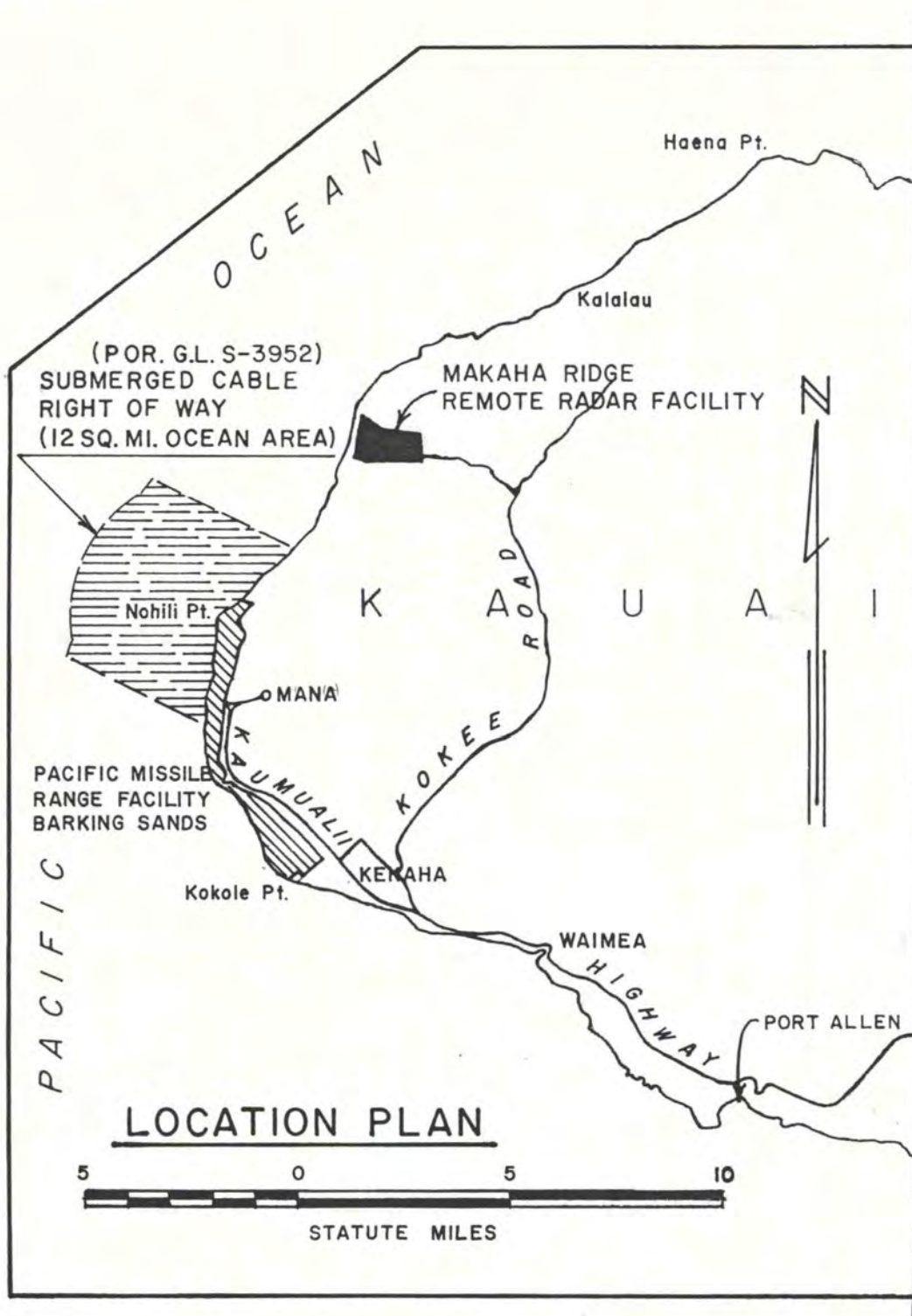
ITEM	ACTION	DATE	BY
Legal Description			
Recording	STATE OF HAWAII BUI of CONVEYANCES LIBER 5248 PAGES 160-180	FEB 1, 1966	
Microfilm	Amd. to Nav Fac to Bureau	11/4/74 4/20/60	J.E.M. H.N.
Summary Map	need / NAVFAC DWG # 7005147		
Inventory	ok	6/2/66	JK
Grantor-Grantee Index	STATE OF HAW (BD. OF LD. & NAT. RESOURCES) USA	7/14/60	H.N.
District Land Register	DLR 10-5 (KAUAI) 108	7/14/60	H.N.
Amendment	* AMENDMENT TO GEN. LEASE S-3952 RECORDED IN LIBER 9599 PAGE 361	3/6/74	HJH
Termination	16 DEC. 2030 (PARA. 3.) AS NOTED PAR. 21 (LIBER 1)		J.E.M. H.N.

COMMENTS LAND LEASED AREAS:

A.	PARCEL A - 35.04 ACS.	} PMR FAC
	PARCEL B - 167.05 ACS. (NET-EXCLUDING PARCEL E)	
	TOTAL 202.09	
B.	PARCEL C - 10.82	} ACCESS ROADS
	" D - 26.25	
	E - 4.53 (W/N PARCEL B)	
	TOTAL 41.60	
C.	SUBMERGED CABLE R/W = BEING WITHIN 12 SQ. MILES OF OCEAN AREA OF WESTERN COAST OF KAUAI	
	TOTAL LAND LEASE AREA = 243.69 ACS	
*	ADDITIONAL LAND AREA:	
	1. BORE SIGHT TOWER SITE - 11012	1.625
	2. ACCESS ROAD - .613	
	1.625 ACS	245.315 ACS. HJH

DLR - 10-5  
R.E. FILE





RESM NAVFAC 7005147



Navy No. NOy(R)-68131

SECOND AMENDMENT TO GENERAL LEASE NO. S-3952

THIS INDENTURE, made and entered into this 18<sup>th</sup> day of Dec., 1995, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter referred to as the "LESSOR" and THE UNITED STATES OF AMERICA, hereinafter referred to as the "Government",

WITNESSETH THAT:

WHEREAS, by General Lease No. S-3952, dated and effective December 17, 1965, for a term of sixty-five (65) years, the Lessor leased and demised to the Government two (2) parcels of land and appurtenant access, utility and aerial line-of-sight and submerged cable rights-of-way, for communication, research, development, testing, tracking, evaluation, guidance and related Government purposes, situate at Makaha Ridge, Waimea, Kauai, Hawaii, subject to the terms, covenants and conditions set forth in the abovementioned General Lease No. S-3952; and

WHEREAS, by letter dated February 1, 1968, the Government requested the abovementioned lease be amended to include an additional area for the construction of a boresight tower and access right-of-way to complete the communication circuitry; and

WHEREAS, the Board of Land and Natural Resources, at its meeting held on May 10, 1968, with the concurrence of the State Forester, approved the amendment of General Lease No. S-3952 by the addition of the requested area; and



WHEREAS, by Amendment to General Lease No. S-3952 of October 31, 1973, the Lessor leased and demised to the Government the boresight tower and non-exclusive easement for access right-of-way subject to the terms, covenants and conditions set forth in the abovementioned Amendment to General Lease No. S-3952; and

WHEREAS, certain providers of cellular telephone service have proposed to expand cellular telephone service on the Island of Kauai by utilizing existing communications facilities upon the leased premises; and

WHEREAS, the availability of cellular telephone service along the western coast of Kauai would benefit both the Lessor and the Government by enhancing communications capabilities in the area; and

WHEREAS, the Board of Land and Natural Resources has adopted a policy of requiring collocation of remote communication facilities at existing sites so as to minimize the proliferation of such sites in wilderness areas; and

WHEREAS, by letter dated December 8, 1994, the Lessor requested the abovementioned lease be amended to provide for the installation of privately-owned cellular telephone antennas and related equipment upon the leased premises; and

WHEREAS, the Board of Land and Natural Resources, at its meeting held on April 28, 1995, with the concurrence of the State Forester, approved the amendment of General Lease No. S-3952 to provide for the installation of privately-owned cellular telephone equipment in and upon Government facilities within the leased premises;



NOW, THEREFORE, in consideration of the foregoing, General Lease No. S-3952 is hereby amended as follows:

Notwithstanding any other provision contained herein, the Government shall have the right to enter into license agreements for installation of privately-owned communications equipment in and upon Government facilities within the demised premises, SUBJECT to the following conditions:

1. Consent by the Board of Land and Natural Resources shall be required for all license agreements for private use of Government facilities within the demised premises;
2. The State of Hawaii shall be entitled to that portion of all license fees attributable to use of State land;
3. The Government shall be entitled to that portion of all license fees which are attributable to use of Government facilities;
4. The Government shall be entitled to reimbursement by the licensee for all utilities and services provided to the licensee;
5. The Government shall be entitled to pro-rata reimbursement for costs associated with maintenance of licensed facilities and access thereto;
6. Concurrence by the Division of State Parks;
7. Concurrence by the Division of Forestry and Wildlife;
8. Concurrence by the Governor; and



9. Such other conditions as may be prescribed by the Chairperson, Board of Land and Natural Resources.

Except as herein amended, the terms, covenants and conditions as set forth in General Lease No. S-3952 shall remain in full force and effect.

IN WITNESS WHEREOF, the STATE OF HAWAII, the Lessor herein by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 18<sup>th</sup> day of December, 1995, and said Government, named above, has caused these presents to be executed on its behalf by its proper officers effective as of the day and year first above written.

STATE OF HAWAII

THE UNITED STATES OF AMERICA

By: Robert S. Coloma-Agaran for  
Chairman and Member  
Board of Land and  
Natural Resources

By: J. Michael Kilian  
J. MICHAEL KILIAN  
Director, Real Estate Division  
Pacific Division, Naval Facilities Engineering Command  
Real Estate Contracting Officer

And  
By: N/A  
Member  
Board of Land and  
Natural Resources

APPROVED AS TO FORM  
~~AND LEGALITY:~~

William M. Lam  
Deputy Attorney General  
Dated: 10/26/95



Recording requested by: Commander Pacific Division, Naval  
Facilities Engineering Command; FPO San Francisco 96610  
After Recording Return to: Commander Pacific Division, Naval  
Facilities Engineering Command; FPO San Francisco 96610  
Contact: K. Alexanderson 4331217

73- 88721

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD  
LIBER 9599 PAGE 361

1973 NOV 16 AM 10:02

AMENDMENT TO GENERAL LEASE NO. S-3952

*[Signature]*  
INDEXED REGISTRAR

THIS INDENTURE, made and entered into this 31<sup>st</sup>  
day of October, 1973, by and between the STATE  
OF HAWAII, by its Board of Land and Natural Resources,  
hereinafter referred to as the "LESSOR", and THE UNITED  
STATES OF AMERICA, hereinafter referred to as the "Gov-  
ernment",

WITNESSETH THAT:

WHEREAS, by General Lease No. S-3952, dated and  
effective December 17, 1965, for a term of sixty-five (65)  
years, the Lessor leased and demised to the Government two  
(2) parcels of land and appurtenant access, utility, and  
aerial line-of-sight and submerged cable rights-of-way, for  
communication, research, development, testing, tracking,  
evaluation, guidance and related Government purposes, situate  
at Makaha Ridge, Waimea, Kauai, Hawaii, subject to the terms,  
covenants and conditions set forth in the abovementioned  
General Lease No. S-3952; and

WHEREAS, by letter dated February 1, 1968, the  
Government has requested that the abovementioned lease be  
amended to include an additional area for the construction  
of a boresight tower and access right-of-way to complete  
the communication circuitry; and

WHEREAS, the Board of Land and Natural Resources,  
at its meeting held on May 10, 1968, with the concurrence of



'73 NOV 12 PM 2 : 49

PACNAVFACEGCOM

2000 年 6 月



the State Forester, approved the amendment of General Lease No. S-3952 by the addition of the requested area;

NOW, THEREFORE, in consideration of the foregoing, the Lessor does hereby lease and demise to the Government and the Government does hereby lease and hire from the Lessor the boresight tower and non-exclusive easement for access right-of-way, more particularly described in Exhibits "A" and "B", attached hereto and made a part hereof, SUBJECT to the following conditions:

1. The access right-of-way to the boresite will be a non-exclusive easement;
2. Any improvement to or realignment of the access route shall be subject to the approval of the District Forester assigned to the island of Kauai;
3. That the Government furnish the Lessor with a master plan for the proposed development of the Makaha Ridge complex to facilitate the review and approval of future requests and construction plans.
4. That other than the amendments contained herein, the terms, covenants and conditions as set forth in said General Lease No. S-3952 shall continue in full force and effect, and that nothing herein contained shall serve to release or discharge the Government from the observance and performance of all such terms, covenants and conditions.

IN WITNESS WHEREOF, the STATE OF HAWAII, the Lessor herein by its Board of Land and Natural Resources,



has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 8<sup>th</sup> day of November, 1973; and said Government, named above, has caused these presents to be executed on its behalf by its proper officers thereto duly authorized this 31<sup>st</sup> day of October, 1973, effective as of the day and year first above written.

## STATE OF HAWAII

By: *James Kito*  
Chairman and Member  
Board of Land and  
Natural Resources

And By: *Wesley Kealoha*  
Member  
Board of Land and  
Natural Resources

## THE UNITED STATES OF AMERICA

By: *J. P. Samartano*  
By direction of the Commander, Naval Facilities  
Engineering Command, under the direction  
of the Secretary of the Navy

APPROVED AS TO FORM  
AND LEGALITY:

*K. A. Kito*  
Deputy Attorney General  
Dated: 10-2-73

KA:bys





## STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 16,885

June 26, 1973

## BORESIGHT TOWER SITE

AND

## NON-EXCLUSIVE EASEMENT

for Access Right-of-Way

Waimea (Kona), Kauai, Hawaii

Being portions of the Government (Crown) Land of Waimea.

Being also portions of Puu Ka Pele Forest Reserve  
(Governor's Proclamation dated May 2, 1938).BORESIGHT TOWER SITE:

Beginning at the northwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MAKAHA 2" being 1566.86 feet North and 5669.71 feet West, as shown on Government Survey Registered Map 2246, thence running by azimuths measured clockwise from True South:-

1. 270° 00' 210.00 feet along the remainder of Government Land;
2. 360° 00' 210.00 feet along the remainder of Government Land and passing over a 3/4-inch pipe at 21.00 feet and 189.34 feet;
3. 90° 00' 210.00 feet along the remainder of Government Land;
4. 180° 00' 210.00 feet along the remainder of Government Land, to the point of beginning and containing an AREA OF 44,100 SQUARE FEET.

NON-EXCLUSIVE EASEMENT for Access Right-of-Way:

Beginning at the most easterly corner of this easement, on the southerly side of the Access Road (General Lease S-3952 to United States of America), the coordinates of said point of beginning referred to Government Survey Triangulation Station "MAKAHA 2" being 1473.47 feet North and

EXHIBIT "A"



CSF NO. 16,885

June 26, 1973

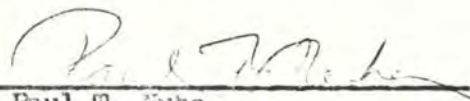
-2-

4629.51 feet West, as shown on Government Survey Registered Map 2246,  
thence running by azimuths measured clockwise from True South: -

1. 86° 20' 230.00 feet;
2. 65° 20' 50.59 feet;
3. 43° 00' 120.00 feet;
4. 55° 00' 76.00 feet;
5. 73° 00' 77.00 feet;
6. 94° 00' 104.00 feet;
7. 71° 00' 56.00 feet;
8. 103° 00' 75.00 feet;
9. 128° 00' 136.03 feet to the east side of the Boresight Tower Site;
10. 180° 00' 38.06 feet along the east side of the Boresight Tower Site and passing over a 3/4-inch pipe at 4.09 feet;
11. 308° 00' 130.00 feet;
12. 283° 00' 80.00 feet;
13. 251° 00' 55.00 feet;
14. 274° 00' 105.00 feet;
15. 253° 00' 101.00 feet;
16. 223° 00' 178.41 feet to the southerly side of the Access Road (General Lease S-3952 to United States of America);
17. 272° 12' 16" 275.00 feet along the southerly side of the Access Road (General Lease S-3952 to United States of America), to the point of beginning and containing an AREA OF 26,719 SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

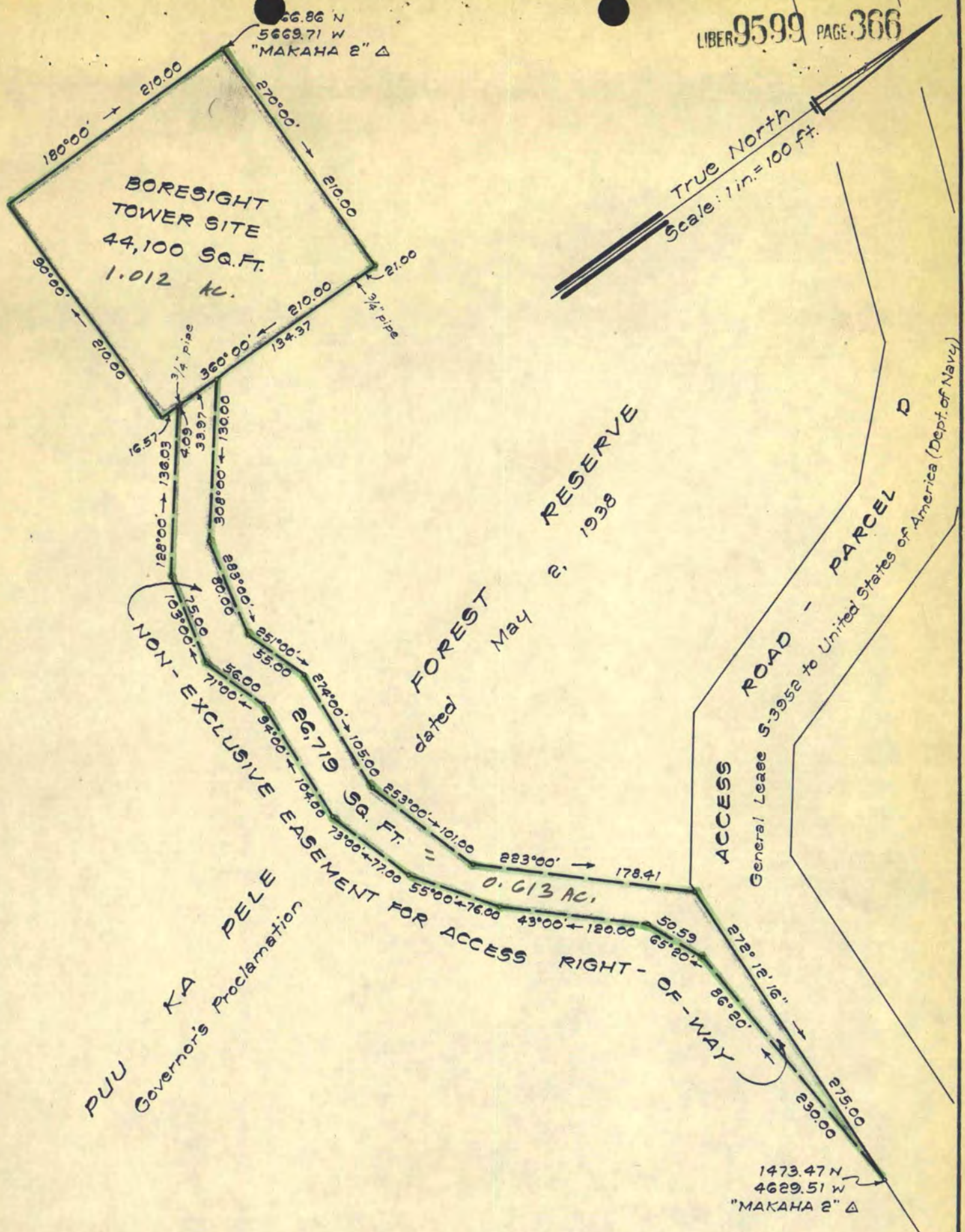
By:

  
Paul T. Kuha  
Land Surveyor

Compiled from maps  
(I.D. No. 80091)  
fur. by Dist. Pub. Wks. Office,  
14th Naval Dist. and  
Govt. Survey Records.

ac





BORESIGHT TOWER SITE AND  
NON-EXCLUSIVE EASEMENT

for Access Right-of-Way

Waimea (Kona), Kauai, Hawaii

Scale: 1 inch = 100 feet

JOB K-5997  
C. BK IBM Fid. 1 (KAUAI)

## EXHIBIT "B"

TOTAL AREA = 1.625 ACS.

TAX MAP 1-2-01:6

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

STATE OF HAWAII

C. S. F. No. 16885

R.K. June 26, 1973



Navy No. Noy CR-68131

DLR 10-5-108



RECORDATION REQUESTED BY:

U.S. Navy Real Estate Office

NOy(R)-68131

AFTER RECORDATION, RETURN TO:

Harold Godfrey Jr

Phone 430-32164

Liber 5248

Pages 160-180

RETURN BY: MAIL ( ) PICKUP ( )

REQUESTOR TO FILL ABOVE

SPACE ABOVE THIS LINE  
FOR REGISTRAR'S USE

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE GENERAL LEASE NO. S-3952

1. THIS LEASE, made and entered into as of the  
17<sup>th</sup> day of December, in the year one thousand  
nine hundred and sixty-five by and between the STATE OF HAWAII,  
represented by its Board of Land and Natural Resources, whose  
address is P. O. Box 621, Honolulu, Hawaii 96809, and whose  
interest in the property hereinafter described is that of  
fee simple owner, for itself, its successors and assigns,  
hereinafter called the "Lessor", and THE UNITED STATES OF  
AMERICA, hereinafter called the "Government":

WITNESSETH: That, for and in consideration of the  
covenants, promises, and agreements herein made, the parties  
hereto agree as follows:

2. The Lessor hereby leases to the Government two  
(2) parcels of land and appurtenant access, utility, and  
aerial line-of-sight and submerged cable rights-of-way,  
described on Exhibits "A", "B" and "C", attached hereto and

DLR 10-<sup>5</sup>-106



made a part hereof, for communication, research, development, testing, tracking, evaluation, guidance and related Government purposes.

3. TO HAVE AND TO HOLD the said premises for a term of sixty-five (65) years beginning 17 December 1965 and ending 16 December 2030; subject, however, to the rights of the Government and the Lessor respectively to terminate this lease in accordance with provisions 9 and 10 hereof.

4. The Lessor reserves unto itself:

(a) The right of ingress, egress and regress for its agents and representatives over the demised premises at any time for the purpose of performing any public or official duties; provided, that such reserved right shall be exercised only by agents or representatives who have security clearance and then only at times established by giving the Government at least twenty-four hours prior notice and, further, that such right shall be exercised only in company with a responsible official of the Government if the Government so requires.

(b) All ground and surface waters, ores, minerals and mineral rights of every description on, in or under the demised premises but it shall utilize or permit others to utilize the said reserved waters, ores, minerals and mineral



rights during the term of this lease only with the consent of the Government.

"Minerals" as used herein shall mean any or all oil, gas, coal, phosphate, sodium, sulfur, iron, titanium, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, in, on or under the land; provided, that "minerals" shall not include any of the foregoing substances and deposits when used in road or building construction in furtherance of the Government's permitted activities on the demised premises and not for sale to others.

(c) So much of the rocks, coral, soil, gravel or similar material in or on the demised premises as the Lessor may require for any and all purposes; provided, that the Government shall have the right, subject to prior approval of the Lessor, to develop and use the same for construction projects on the demised premises.

THE LESSOR AND THE GOVERNMENT, IN CONSIDERATION OF THE PREMISES, COVENANT AND AGREE AS FOLLOWS:

5. (a) The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased, and such fixtures, additions,



structures and signs shall be and remain the property of the Government and may be removed or disposed of by the Government prior to the termination of this lease; provided, however, that all such fixtures, additions, structures and signs shall be so designed and placed as to detract as little as possible from the natural beauty of the surrounding area, and plans for such placement or construction, to the extent permitted by security considerations, shall be reviewed by the Lessor prior to such placement or construction.

The Lessor may upon not less than 60 days' written notice to the Government, before termination of the lease, require restoration of the leased premises as hereinafter described. In this event, prior to the expiration or termination of this lease, or prior to relinquishment of possession, whichever first occurs, the Government shall remove all above ground improvements located on Parcels "A" and "B" except those that may be abandoned in place by mutual agreement, reserving to the Government the right to remove any or all installed technical equipment.

(b) The Government shall have the right to trim and keep trimmed any tree or trees in the way of the utility pole and wire lines located within the access road and utility rights-of-way; provided, however, that such trimming shall be done in a manner satisfactory to the Lessor.



6. The Government, during the term of this lease and at its own cost and expense, shall at all times keep in good repair all Government improvements now on or hereafter to be constructed on the demised premises.

7. In order to prevent the introduction of undesirable plant species in the area, the Government shall not plant any trees, shrubs, flowers or other plants in the leased area except those approved for such planting by the Lessor.

8. The Government shall not knowingly appropriate, damage, remove, excavate, disfigure, deface or destroy any object of antiquity, prehistoric ruin or monument.

9. The Government may terminate this lease at any time by giving thirty (30) days' notice in writing to the Lessor.

10. The Lessor may terminate this lease at any time by giving the Government sixty (60) days' notice in writing in the event the Government violates any of the terms and conditions of this lease and continues and persists in such violation for a period of sixty (60) days from date of receipt of notice in writing of such violation.

11. The Government shall have exclusive use and control of Parcels "A" and "B" and/or surface areas occupied by Government improvements or facilities, it being mutually



understood and agreed that the Lessor shall have joint use of all other areas and rights-of-way herein demised; provided, however, that the Lessor shall not construct any facilities within the joint use area and shall not interfere with any utility line or submerged cable rights-of-way located on or above and serving the leased premises without obtaining the written consent of the Government.

12. No representative of the Government nor any person using the demised premises at the invitation and/or permission of the Government shall hunt, pursue, kill or take any game or destroy any wildlife in the area unless such person is duly licensed by the Lessor, has a hunting permit and is acting in accordance with the Lessor's rules and regulations and other State laws pertinent thereto.

13. The Government shall not make, permit or suffer any waste, strip, spoil, nuisance, damage, or unlawful, improper or offensive use of the demised premises.

14. The Government shall observe and comply with all rules, regulations, ordinances and laws of any county, municipal or State governmental authority applicable to the demised premises and not inconsistent with the Government regulations relating to the use of the premises for the use herein set forth or any other comparable use.



15. The Government will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the Lessor in connection with its use of the premises described herein.

16. In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the Government hereby agrees that, commensurate with its use of the premises, it will take reasonable precautions during its use of the premises herein demised to prevent damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, protect and prevent pollution or contamination of all ground and surface waters and that it will remove or otherwise effectively dispose of all trash, garbage and other waste materials resulting from Government use of said premises.

17. The Government shall take every reasonable precaution to prevent the start of any fire on the demised premises and shall take immediate and continuing action to extinguish any and all fires on the said premises or fires started by or resulting from any act or omission of the



Government. Further, the Government shall establish and at all times maintain a standard operating procedure for fighting fires within or adjacent to the subject leased property resulting from Government activities during its use and occupancy of the premises. Government personnel actually using the premises shall be familiar with said standard procedure including the means of implementation.

18. The Government hereby agrees that the use and enjoyment of the land herein demised shall not be in support of any policy which discriminates against anyone based upon race, creed, color or national origin.

19. The Lessor will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission in connection with the Government's use of the premises described herein.

20. The Government shall not assign, sublease or grant any interest in the demised premises.

21. In the event that the leased property is not used by the Government for the purpose stated in paragraph 2 hereof for a period of three (3) consecutive years, this lease may be terminated upon sixty (60) days' written notice from the Lessor to the Government; provided, however, that, if prior to the expiration of the aforesaid sixty (60) day



period, the Commander, Pacific Missile Range or his duly authorized representative shall find and determine that the leased property is required for a comparable use and shall thereafter satisfy the Lessor that the proposed use is, in fact, a comparable use, this lease will continue in effect; provided, further, that periods during which a national emergency has been declared by the President or the Congress of the United States shall not be included in the said three-year period. The Government agrees that current Government standards concerning adequate utilization shall be applied to these premises; that such comparable use shall be communicated in writing to the Lessor immediately after such finding and determination by the said Commander, Pacific Missile Range or his duly authorized representative; and that, if the Lessor is satisfied that the proposed use is, in fact, a comparable use, the Government shall use the property for such comparable use within six (6) months after said finding and determination. The failure of the Lessor to communicate its approval or disapproval in writing to the Government within three (3) months after such finding and determination is communicated to it shall constitute approval by the Lessor of the proposed use.

22. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of



the party giving such notice, and if given by the Government shall be addressed to the Lessor at P. O. Box 621, Honolulu, Hawaii 96809, and if given by the Lessor shall be addressed to the Director, Pacific Division, Bureau of Yards and Docks, FPO San Francisco 96610.

23. The Government's compliance with all obligations placed on it by this lease shall be subject to the availability of funds.

24. The Lessor's compliance with any obligations placed on it by this lease shall be subject to the availability of funds and/or personnel.

25. The failure of the Lessor to insist upon strict performance of any term, covenant, or condition herein, or to exercise any right herein conferred or reserved, in any one or more instances, shall not be deemed a waiver or relinquishment of any such term, covenant, condition or right.

26. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without



liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

27. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

28. This lease is not subject to Title 10, United States Code, Section 2662.


IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

STATE OF HAWAII

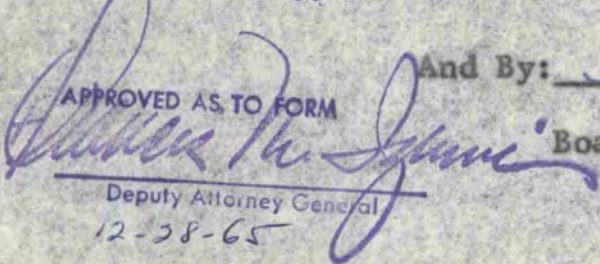
By:   
Chairman and Member  
Board of Land and Natural Resources

Approved by the Board  
at its meeting held on

December 17, 1965


And By:   
Member  
Board of Land and Natural Resources

APPROVED AS TO FORM

  
Deputy Attorney General

12-28-65

THE UNITED STATES OF AMERICA

By:   
By direction of the Chief, Bureau of  
Yards and Docks, acting under the  
direction of the Secretary of the Navy



Remote Radar Facility - Parcel "A"

Waimea, Kauai, Hawaii

Being a portion of the Government Land of Waimea (Addition to Puu Ka Pele Forest Reserve - Governor's Proclamation dated May 2, 1938).

Beginning at the southeast corner of this tract of land,  $0^{\circ}00'$ , 9.86 feet from a pipe, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Makaha 2" being 3,559.88 feet North and 8,185.76 feet West, and running by azimuths measured clockwise from True South:

- |    |                        |  |
|----|------------------------|--|
| 1. | $86^{\circ} 00'$       | 450.00 feet along Government land;   |
| 2. | $108^{\circ} 30'$      | 1180.00 feet along same;   |
| 3. | $188^{\circ} 30'$      | 1270.00 feet along same;   |
| 4. | $306^{\circ} 08' 37''$ | 1709.15 feet along same;   |
| 5. | $0^{\circ} 00'$        | 591.00 feet along same to the point of<br>beginning, passing over pipes at 300.00<br>feet and 581.14 feet. |

AREA 35.04 ACRES



Remote Radar Facility - Parcel "B"

Waimea, Kauai, Hawaii

Being a portion of the Government Land of Waimea (Addition to Puu Ka Pele Forest Reserve - Governor's Proclamation dated May 2, 1938.)

Beginning at the southeast corner of this tract of land,  $0^{\circ}00'$ , 58.11 feet from a pipe, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Makaha 2" being 1,953.20 feet North and 5,842.97 feet West, and running by azimuths measured clockwise from True South:

- |    |                      |  |
|----|----------------------|--|
| 1. | $87^{\circ}30'$      | 3600.00 feet along Government land;  |
| 2. | $112^{\circ}00'$     | 930.00 feet along same;  |
| 3. | $197^{\circ}18'50''$ | 1841.82 feet along same;   |
| 4. | $288^{\circ}30'$     | 1180.00 feet along same;   |
| 5. | $266^{\circ}00'$     | 450.00 feet along same;  |
| 6. | $180^{\circ}00'$     | 591.00 feet along same;  |
| 7. | $293^{\circ}53'24''$ | 2562.32 feet along same;   |
| 8. | $0^{\circ}00'$       | 1160.00 feet along same to the point of<br>beginning, passing over pipes at 690.00<br>feet and 1101.89 feet. |

AREA 171.58 ACRES

- 4.53 ACRES (PARCEL "E")  
167.05 ACRES NET



ACCESS ROAD - PARCEL "C"

WAIMEA, KAUAI, HAWAII

Being portions of the Hawaii Government Lands of Waimea (Kokee Park - Governor's Executive Order 1509, dated May 15, 1952 and Puu Ka Pele Park - Governor's Executive Order 131, dated January 24, 1923).

Being a road right-of-way eighty (80) feet wide and extending forty (40) feet on each side of the following described centerline:

Beginning at the Easterly end of this centerline on the Westerly side of Kokee Road right-of-way  $76^{\circ} 08' 49''$ , 49.00 feet from a brass pin in the edge of pavement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Makaha 2" being 3305.98 feet South and 10,186.26 feet East, and running by azimuths measured clockwise from True South:

- |    |                        |   |
|----|------------------------|---|
| 1. | $76^{\circ} 08' 49''$  | 170.35 feet;  |
| 2. | $40^{\circ} 26' 05''$  | 282.17 feet;  |
| 3. | $22^{\circ} 27' 09''$  | 348.12 feet passing over the Kokee<br>Park and Puu Ka Pele Park bound-<br>ary at 242.74 feet; |
| 4. | $102^{\circ} 19' 34''$ | 133.06 feet;  |
| 5. | $182^{\circ} 11' 59''$ | 244.19 feet passing over said boundary<br>at 69.04 feet;                                      |
| 6. | $170^{\circ} 40' 38''$ | 255.87 feet;  |
| 7. | $113^{\circ} 59' 50''$ | 115.89 feet;  |
| 8. | $154^{\circ} 36' 56''$ | 75.13 feet;   |
| 9. | $195^{\circ} 14' 02''$ | 234.51 feet;  |



10.	143° 26' 14"	67.98 feet;
11.	91° 38' 26"	466.11 feet;
12.	128° 23' 42"	91.37 feet;
13.	165° 08' 57"	166.44 feet;
14.	144° 51' 02"	113.65 feet;
15.	124° 33' 07"	209.71 feet;
16.	153° 03' 09"	118.70 feet;
17.	115° 19' 36"	29.59 feet;
18.	77° 36' 04"	301.37 feet;
19.	113° 16' 04"	128.69 feet;
20.	148° 56' 04"	258.80 feet;
21.	113° 37' 05"	179.16 feet;
22.	132° 48' 32"	168.49 feet;
23.	103° 25' 05"	170.41 feet;
24.	155° 55' 22"	159.78 feet;
25.	174° 33' 41"	308.29 feet;
26.	123° 47' 04"	114.50 feet;
27.	73° 00' 28"	177.47 feet;
28.	92° 59' 29"	209.26 feet;
29.	76° 41' 28"	141.96 feet;
30.	116° 46' 42"	230.63 feet;
31.	152° 54' 41"	119.40 feet;
32.	100° 55' 09"	101.82 feet and ending at a point on the West boundary of Kokee Park.

AREA = 10.82 acres



ACCESS ROAD - PARCEL "D"

WAIMEA, KAUAI, HAWAII

Being a portion of the Hawaii Government Land of Waimea (partly in the Na Pali - Kona Forest Reserve -- Governor's Proclamation dated June 12, 1907, and partly in the addition to the Puu Ka Pele Forest Reserve -- Governor's Proclamation dated May 2, 1938).

Being a road right-of-way eighty (80) feet wide and extending forty (40) feet on each side of the following described centerline:

Beginning at the Easterly end of this centerline on the West boundary of Kokee Park, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Makaha 2" being 1295.21 feet South and 6460.69 feet East, and running by azimuths measured clockwise from True South:

1.	100° 55' 09"	20.41 feet;
2.	130° 05' 56"	105.80 feet;
3.	159° 16' 43"	94.46 feet;
4.	130° 33' 30"	76.79 feet;
5.	101° 50' 18"	231.67 feet;
6.	93° 35' 48"	135.18 feet;
7.	102° 47' 58"	197.49 feet;
8.	81° 33' 47"	500.75 feet;
9.	65° 41' 38"	65.46 feet;
10.	99° 53' 46"	61.53 feet;
11.	134° 05' 53"	379.37 feet;
12.	116° 25' 45"	124.19 feet;
13.	101° 22' 55"	382.01 feet;
14.	132° 57' 24"	159.00 feet;



15.	167° 09' 10"	295.76 feet;
16.	112° 23' 43"	603.04 feet;
17.	85° 00' 04"	73.10 feet;
18.	57° 36' 25"	388.56 feet;
19.	24° 26' 53"	181.52 feet;
20.	80° 19' 39"	144.33 feet;
21.	139° 49' 38"	288.62 feet;
22.	92° 16' 11"	201.95 feet;
23.	48° 19' 56"	283.27 feet;
24.	82° 33' 26"	61.57 feet;
25.	116° 46' 56"	124.43 feet;
26.	118° 37' 09"	276.61 feet;
27.	103° 13' 02"	206.46 feet;
28.	90° 35' 48"	561.63 feet;
29.	110° 58' 46"	237.65 feet;
30.	70° 42' 37"	291.27 feet;
31.	90° 45' 28"	273.48 feet;
32.	94° 32' 24"	168.96 feet;
33.	64° 54' 21"	271.44 feet;
34.	98° 39' 08"	220.56 feet;
35.	151° 09' 08"	171.41 feet;
36.	107° 48' 20"	207.44 feet;
37.	56° 33' 25"	204.78 feet;
38.	85° 55' 08"	95.06 feet;
39.	115° 16' 51"	178.31 feet;
40.	135° 21' 12"	250.35 feet;
41.	117° 12' 20"	188.79 feet;
42.	99° 03' 28"	202.90 feet;



43.	69° 48' 18"	266.44 feet;
44.	114° 29' 04"	154.83 feet;
45.	136° 02' 35"	88.69 feet;
46.	157° 36' 05"	251.29 feet;
47.	122° 16' 18"	162.58 feet;
48.	106° 37' 58"	151.58 feet;
49.	109° 49' 13"	676.10 feet;
50.	115° 49' 11"	700.35 feet;
51.	130° 43' 43"	214.03 feet;
52.	93° 43' 13"	132.15 feet;
53.	109° 36' 56"	179.80 feet;
54.	125° 30' 39"	155.29 feet;
55.	108° 51' 24"	162.42 feet;
56.	92° 12' 16"	606.03 feet;
57.	126° 58' 03"	113.42 feet;
58.	161° 43' 56"	226.44 feet;
59.	136° 10' 11"	132.13 feet;
60.	110° 36' 27"	461.77 feet;
61.	102° 06' 27"	185.14 feet;
62.	110° 23' 09"	86.38 feet and ending at a point 0° 00', 299.44 feet from a pipe and 180° 00', 112.45 feet from another pipe.

AREA = 26.25 acres.

14 October 1965



ACCESS ROAD - PARCEL "E"

WAIMEA, KAUAI, HAWAII

Being a portion of the Hawaii Government Land of Waimea (Addition to Puu Ka Pele Forest Reserve - Governor's Proclamation dated May 2, 1938).

Being a road right-of-way sixty (60) feet wide and extending thirty (30) feet on each side of the following described centerline:

Beginning at the Easterly end of this centerline,  $180^{\circ} 00'$ , 112.45 feet from a pipe and  $0^{\circ} 00'$ , 299.44 feet from another pipe, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Makaha 2" being 2,123.76 feet North and 5,842.97 feet West, and running by azimuths measured clockwise from True South:

- |    |                        |              |
|----|------------------------|--------------|
| 1. | $128^{\circ} 58' 16''$ | 107.33 feet; |
| 2. | $139^{\circ} 16' 27''$ | 345.14 feet; |
| 3. | $105^{\circ} 01' 27''$ | 139.89 feet; |
| 4. | $115^{\circ} 21' 17''$ | 145.82 feet; |
| 5. | $125^{\circ} 41' 06''$ | 265.83 feet; |
| 6. | $106^{\circ} 47' 33''$ | 66.57 feet;  |
| 7. | $87^{\circ} 54' 00''$  | 404.93 feet; |

Thence on a curve to the right with a radius of 325.00 feet, the chord azimuth and distance being:

- |     |                        |              |
|-----|------------------------|--------------|
| 8.  | $150^{\circ} 38' 20''$ | 577.80 feet; |
| 9.  | $213^{\circ} 22' 40''$ | 111.08 feet; |
| 10. | $164^{\circ} 32' 08''$ | 90.83 feet;  |
| 11. | $115^{\circ} 41' 37''$ | 335.06 feet; |



12.     $110^{\circ} 16' 48''$                       428.49 feet;
13.     $80^{\circ} 41' 01''$                       134.47 feet and ending at a point  $0^{\circ} 00'$ ,  
184.00 feet from a pipe and  
180° 00', 97.14 feet from another  
pipe.

AREA = 4.53 acres  
(All within Parcel "B")



SUBMERGED CABLE RIGHTS-OF-WAY  
BEING WITHIN TWELVE (12) SQUARE MILES  
OF OCEAN AREA OFF THE WESTERN COAST OF KAUAI

EXHIBIT "C"



(See back cover for recording data)

4TH DIV. (Kauai)

T.K. 2-01:6 & 1-4-01:2, 13 & 14

DLR 10-5-106



To BofC 2/1/66

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:

STATE OF HAWAII  
OFFICE OF

BUREAU OF CONVEYANCES

Received for record this 1<sup>ST</sup>  
day of February, A.D., 1966  
at 1:49 o'clock P.M. and  
recorded in Liber 5248  
on Pages 160-180



**Navy Easement S-5804**



**STATUS OF REAL ESTATE TRANSACTION**

ITEM	ACTION	DATE	BY
Legal Description	Yes	27-Sep-06	CPS
Recording			
Scan		7-Jun-10	SB
Summary Map	YES		SB
Property Record			RD
District Land Register	DLR 10-5-153		
Real Estate Contract	State Esmt No. S-5804		
Grantee	Dept. of the Navy	1-Jun-07	
Amendment			
Expiration		19-Aug-29	
Termination			

Non-Exclusive Agricultural and Restrictive Use Easements at PMRF. Includes Esmts 100 to 107.



COMPLETED TRANSACTION FORM

ACTIVITY: Commander, Navy Region Hawaii N61449

PROJECT: PMRF AGRICULTURAL PRESERVATION AND NON-EXCLUSIVE  
RESTRICTIVE USE EASEMENT

DOCUMENT NO.: :

PREVIOUS DOCUMENT NO. (if applicable): N/A

AREA (SQ FT/ACREAGE):

PREVIOUS PR NO. (if available):

WORKORDER NUMBER : 532404

- |   | <u>INITIALS</u>                     | <u>DATE</u>      |
|---|-------------------------------------|------------------|
| 1. Project Manager  | <u>NPS</u>                          | <u>5/11/2010</u> |
| a. Prepare distribution correspondence<br>for signature.                                      |                                     |                  |
| b. Attach signed original/duplicate;<br>place copy in project file.                           |                                     |                  |
| c. Complete & attach APR.   |                                     |                  |
| d. Complete tickler/suspense card.  |                                     |                  |
| Tickler Dates: Term <u>22 years - Jan 2028</u>  |                                     |                  |
| Liability Insurance <u>n/a</u>  |                                     |                  |
| Fire Insurance <u>n/a</u>   |                                     |                  |
| e. Copy to City & County Tax Department   |                                     |                  |
| Commercial outgrants one year or more.  |                                     |                  |
| (Lease/License/Permit)  |                                     |                  |
| f. Project RES  | _____                               | _____            |
| g. Inventory RES  | _____                               | _____            |
| 2. RES1   | _____                               | _____            |
| 3. RES  | _____                               | _____            |
| 4. RESA   | _____                               | _____            |
| 5. RES1 (Only if rental due)  | _____                               | _____            |
| 6. RES1C (Data Input)   | _____                               | _____            |
| 7. RES1C/RES1C1 NFADB Action  | _____                               | _____            |
|   | PR NO.                              |                  |
| DLR Action  | _____                               | _____            |
|   | DLR NO.                             |                  |
| a. DLR Index and File   | <u><del>10-5-15</del> 10-5-15.3</u> |                  |
| b. Summary Map Entry  | _____                               |                  |
| c. Scan   | <u>6/7/10</u>                       |                  |
| 8. NFADB Class 2 PM SENDS ELECTRONIC FILES TO APPROPRIATE<br>REGION PERSONNEL FOR NFADB INPUT |                                     |                  |
| 10. Project Manager   | _____                               | _____            |







references to the Department of Agriculture should be deleted and replaced with the Agribusiness Development Corporation.

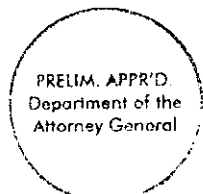
NOW, THEREFORE, the Grantor and Grantee covenant and agree that paragraphs 16 and 17 of the Grant are hereby deleted in their entirety and replaced with the following:

16. As to Easement 106, the easement area is encumbered by Governor's Executive Order No. 4007 to the State of Hawaii, Agribusiness Development Corporation, and therefore this grant of easement is subject to the State of Hawaii Governor's approval. Said concurrence was obtained on November 22, 2006.

17. As to Easement 106, the easement area is encumbered by Governor's Executive Order No. 4007 to the State of Hawaii, Agribusiness Development Corporation, and therefore this grant of easement is subject to the Agribusiness Development Corporation's approval. Said concurrence was obtained on May 7, 2004.

IN CONSIDERATION THEREOF, the Grantor and Grantee further agree that this Amendment of Grant is subject to all the covenants and conditions in the Grant, except as herein provided.

This Amendment, read in conjunction with the Grant sets forth the entire agreement between the Grantor and Grantee; and the Grant as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Grantor and Grantee.





Return by Mail ( ) Pickup ( ) To:

Tax Map Key No. (4) 1-2-02: Por. 1

RESTRICTIVE USE TERM EASEMENT NO. S-5804

day of June, 2007, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter referred to as the "Grantor," and the UNITED STATES OF AMERICA, whose address is Department of the Navy, Naval Facilities Engineering Command, Pacific Division, 258 Makalapa Drive, Suite 100, Pearl Harbor, Hawaii 96860-3134, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

220093\_1.DOC

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HONOLULU, HAWAII 96809





easement area for all purposes in connection with the rights granted hereby; and

WHEREAS, the Grantee operates the Pacific Missile Range Facility (hereinafter "PMRF"), a multi-environment test range, which provides testing environments for anti-submarine, air, surface, and subsurface weapon systems and testing environments for subsurface, surface, air and exo-atmospheric vehicles, all within the vicinity of the Premises; and

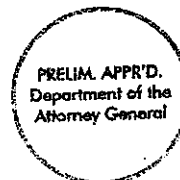
WHEREAS, the Grantee desires to acquire a restrictive easement, which, among other things, prohibits certain uses of the Premises and establishes height and development restrictions, to include prohibiting the erection of buildings at certain locations within the Premises, all for the purpose of encouraging compatible uses and preventing incompatible uses in relation to the Grantee's use of PMRF for runway and air operations, range operations, ordinance handling and storage, and communications and radar operations; and

WHEREAS, the Grantee and Grantor have amended State General Lease No. S-3852 to include lands adjacent to the Premises, under which the Grantee will assume responsibility for operation and maintenance costs of the drainage pumps, ditches and related infrastructure which support PMRF and the Premises; and

WHEREAS, at its meeting held May 24, 2004, the Grantor, through its Board of Land and Natural Resources approved the grant to the Grantee of such a non-exclusive restrictive use easement pursuant to Hawaii Revised Statutes sections 171-13 and 171-95.

NOW, THEREFORE, the Grantor, for and in consideration of the terms, conditions, and covenants herein contained, and on the part of the Grantee to be observed and performed, does hereby grant unto the Grantee, a non-exclusive restrictive use easement (hereinafter "Easement") in, over, under, and across the Premises in the nature and character of, and to constitute, a servitude upon said Premises and establishing the following non-exclusive easement rights:

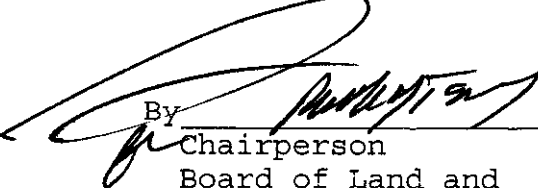
1. Term. The term of this easement shall commence as of the date first above written and shall be co-terminus with General Lease No. S-3852 (hereby incorporated by reference) and expire August 19, 2029, unless sooner terminated in accordance with paragraph 9 herein, or upon the sooner termination of General Lease No. S-3852.





IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

STATE OF HAWAII

By   
Chairperson  
Board of Land and  
Natural Resources

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
May 24, 2004.

GRANTOR

UNITED STATES OF AMERICA

APPROVED AS TO FORM:



  
Deputy Attorney General

Dated: September 17, 2007

Its  
**DENNIS PACHT**  
Realty Operations Officer  
Naval Facilities Engineering Command, Pacific  
Real Estate Contracting Officer

GRANTEE

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- 3 -

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





2. Permitted Uses. The Premises may be used for the following purposes and no other:

a. Agricultural use which shall include only low intensive agricultural uses such as but not limited to the growing of crops, cultivation of soil, planting and manufacturing of seed, silviculture (subject to height restrictions), floriculture, viticulture, aquaculture, mariculture, pasture, cattle feed production, and the raising and keeping of livestock and other animals;

b. Conservation and open space;

c. Use and storage of machinery, tools and equipment, motor vehicles and other property as may be reasonably necessary for use of the Premises for agricultural purposes;

d. Low impact recreation and subsistence uses including, but without limitation, gathering and hunting; and

e. Access to, and through, the Premises to conduct the permitted uses enumerated in items 2.a to 2.d above.

3. Use Restrictions.

a. As to Easement 102, the Grantor covenants for itself and its assigns as follows:

i. Buildings or other structures to be used in support of agricultural uses may be constructed on the Premises, provided that facilities exceeding 30 feet in height or producing smoke or excessive amounts of light or electromagnetic radiation shall not be permitted. All construction plans shall be submitted to the Grantee for review and consent, which shall not be unreasonably withheld or delayed.

ii. No electromagnetic radiation sources producing radio frequency (RF) fields, including, but without limitation, generators, cellular communications towers, and television and radio towers, shall be constructed or operated on the Premises without the prior approval of the Grantee. This restriction does not preclude the use of commercially available wireless communication devices, cellular phones, walkie-talkies and pagers. Frequencies in government allocated bands and frequencies between 400 and 450 MHz shall not be used. No fixed stations, particularly those utilizing HF Frequencies, shall be established, constructed or operated on the Premises without the prior approval of the Grantee. For mobile radios, including vehicle installed devices; walkie-talkies, and cellular phones, effective radiated power must not exceed 5 watts. Other RF-



emitting devices must be approved in advance in writing by the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

iii. No elevated lights (over 10 feet), lighted signs or other lighted objects shall be installed or constructed on the Premises without the prior written consent of the Grantee. To the extent permitted under applicable laws, this restriction does not preclude the use of temporary lights in connection with agricultural operations (e.g., night harvesting and use of properly shielded or downward-facing night lighting); provided that the Grantee shall be given advance notice of the purpose, location and dates that temporary lighting will be in use not less than thirty (30) days in advance of the use.

iv. No petroleum fuel, petrochemicals or nuclear material shall be stored on the Premises, with the exception of petroleum fuel contained in the fuel tanks of vehicles or stored in accordance with applicable regulations for the purpose of powering vehicles and equipment utilized in connection with the permitted uses set out in items 2.a through 2.d above.

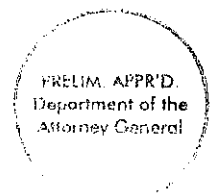
v. Open fires, including crop burning, shall be permitted only upon prior consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations and during ordinance handling.

vi. Overhead power lines shall be permitted only upon the prior approval of the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

vii. No dwelling units shall be built or constructed on the Premises, nor shall residential uses of any sort be permitted without prior written consent of the Grantee, which shall not be unreasonably withheld or delayed.

b. As to Easements 100 and 101 the Grantor covenants for itself and its assigns as follows:

i. No building or structure of any kind shall be constructed on the Premises without the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed.





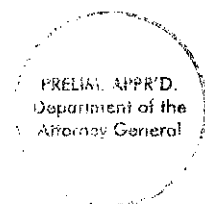
ii. No electromagnetic radiation sources producing radio frequency (RF) fields, including, but without limitation, generators, cellular communications towers, and television and radio towers, shall be constructed or operated on the Premises without the prior written approval of the Grantee. This restriction does not preclude the use of commercially available wireless communication devices, cellular phones, walkie-talkies and pagers. Frequencies in government allocated bands and frequencies between 400 and 450 MHz shall not be used. No fixed stations, particularly those utilizing HF Frequencies, shall be established, constructed or operated on the Premises without the prior written consent of the Grantee. For mobile radios, including vehicle installed devices, walkie-talkies, and cellular phones, effective radiated power must not exceed 5 watts. Other RF-emitting devices must be approved in advance in writing by the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

iii. No elevated lights (over 10 feet), lighted signs or other lighted objects, shall be installed or constructed on the Premises without the prior written consent of the Grantee. To the extent permitted under applicable laws, the use of temporary lights in connection with agricultural operations (e.g., night harvesting and use of properly shielded or downward-facing night lighting) shall be permitted upon prior written consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations.

iv. No petroleum fuel, petrochemicals or nuclear material shall be stored on the Premises, with the exception of petroleum fuel contained in the fuel tanks of vehicles or stored in accordance with applicable regulations for the purpose of powering vehicles and equipment utilized in connection with the permitted uses set out in items 2.a through 2.d above.

v. Open fires, including crop burning, shall be permitted only upon prior consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations and ordinance handling.

vi. No overhead power lines shall be installed or constructed on the Premises without the prior approval of the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to





complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

c. As to Easement 105, the Grantor covenants for itself and its assigns as follows:

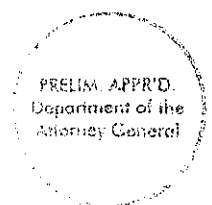
i. No building or structure of any kind shall be constructed on the Premises without the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed.

ii. No electromagnetic radiation sources producing, radio frequency (RF) fields, including, but without limitation, generators, cellular communications towers, and television and radio towers, shall be constructed or operated on the Premises without the prior approval of the Grantee. This restriction does not preclude the use of commercially available wireless communication devices, cellular phones, walkie-talkies and pagers. Frequencies in government allocated bands and frequencies between 400 and 450 MHz shall not be used. No fixed stations, particularly those utilizing HF Frequencies, shall be established, constructed or operated on the Premises without the prior written approval of the Grantee. For mobile radios, including vehicle installed devices, walkie-talkies, and cellular phones, effective radiated power must not exceed 5 watts. Other RF-emitting devices must be approved in advance in writing by the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

iii. No elevated lights (over 10 feet), lighted signs or other lighted objects shall be installed or constructed on the Premises without the prior written consent of the Grantee. To the extent permitted under applicable laws, this restriction does not preclude the use of temporary lights in connection with agricultural operations (e.g., night harvesting and use of properly shielded or downward-facing night lighting); provided that the Grantee shall be given advance notice of the purpose, location and dates that temporary lighting will be in use not less than sixty (60) days in advance of the use.

iv. No petroleum fuel, petrochemicals or nuclear material shall be stored on the Premises, with the exception of petroleum fuel contained in the fuel tanks of vehicles or stored in accordance with applicable regulations for the purpose of powering vehicles and equipment utilized in connection with the permitted uses set out in items 2.a through 2.d above.

v. Open fires, including crop burning, shall be





permitted only upon prior consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations.

vi. No overhead power lines shall be installed or constructed on the Premises without the prior written approval of the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of Grantee's approval, which shall not be unreasonably withheld or delayed.

d. As to Easements 103, 104 and 106, the Grantor covenants for itself and its assigns as follows:

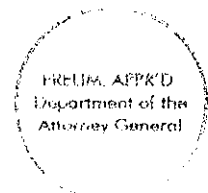
i. No building or structure of any kind shall be constructed on the Premises without the prior written consent of the Grantee, which shall not be unreasonably withheld or delayed.

ii. Access to the Premises by persons other than authorized agricultural users including lessees, sublessees, licensees and permittees and their employees and contractors, shall be subject to the prior approval of the Chairperson of the Board of Land and Natural Resources and the Grantee.

iii. No public roads, trails or other public access routes shall be constructed on or across the Premises.

iv. No electromagnetic radiation sources producing radio frequency (RF) fields, including, but without limitation, generators, cellular communications towers, and television and radio towers, shall be constructed or operated on the Premises without the prior approval of the Grantee. This restriction also precludes the use of commercially available wireless communication devices, cellular phones, walkie-talkies and pagers.

v. No elevated lights (over 10 feet), lighted signs or other lighted objects shall be installed or constructed on the Premises without the prior written consent of the Grantee. To the extent permitted under applicable laws, the use of temporary lights in connection with agricultural operations (e.g., night harvesting and use of properly shielded or downward-facing night lighting) shall be permitted upon prior written consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations.





vi. No petroleum fuel, petrochemicals or nuclear material shall be stored on the Premises, with the exception of petroleum fuel contained in the fuel tanks of vehicles or stored in accordance with applicable regulations for the purpose of powering vehicles and equipment utilized in connection with the permitted uses set out in items 2.a through 2.d above.

vii. Open fires, including crop burning, shall be permitted only upon prior consent of the Grantee, which shall not be unreasonably withheld or delayed. It is agreed and understood that the Grantee may reasonably withhold consent during preparation for operations and during ordinance handling.

viii. No overhead power lines shall be installed or constructed on the Premises without the prior approval of the Grantee. It is agreed and understood that the Grantee may require the requestor, at the requestor's own cost and expense, to complete RF compatibility studies as a condition of approval, which shall not be unreasonably withheld or delayed.

#### 4. Notices and Submittals.

a. The address for notices to the Grantee or requests for consent in connection with day-to-day operations, including crop burning, use of temporary lighting and use of non-stationary RF-emitting devices is as follows:

Pacific Missile Range Facility Range Scheduling Office  
P.O. 128  
Kekaha, HI 96752-0128

b. The request for Grantee's consent for installation or construction of any facility including, but without limitation, buildings, structures, overhead power lines, fixed RF-emitting stations and elevated lights is as follows:

Naval Facilities Engineering Command, Pacific Division  
258 Makalapa Drive, Suite 100  
Pearl Harbor, HI 96860-3134  
Attn: Real Estate

c. Any request for Grantee's consent shall be deemed approved if the Grantee does not deny or grant conditional approval within thirty (30) days of receipt by Grantee.

THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR AS  
FOLLOWS:





1. The Grantee shall be responsible for any claims for damage or injury caused by or resulting from any act or omission of the Grantee in connection with its use of the easement area described herein to the extent provided under applicable laws. This covenant shall survive the expiration or earlier termination of this easement.

2. The Grantor reserves unto itself, its successors and assigns, the full use of the easement area and to grant others rights and privileges for any and all purposes affecting the easement area, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with the use of the easement area for the purposes for which this easement is granted. It is expressly agreed and understood that nothing herein shall operate to restrict access to Polihale State Park or use of Lower Saki Mana Road or Polihale Road except as previously explicitly provided in Lease of Exclusive Easement No. S-5352, which is incorporated by reference.

3. The Grantee shall have the right to install signs to provide notification to the public of the restrictions contained herein. All signs placed in or upon the easement area by the Grantee shall be done without cost or expense to the Grantor and shall remain the property of the Grantee and may be removed or otherwise be disposed of by the Grantee at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement, which shall be restored to its original condition, or as close thereto as possible, within a reasonable time after removal.

4. Upon completion of any work performed in or upon the easement area, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement area in a clean and sanitary condition satisfactory to the Grantor.

5. This easement or any rights granted herein shall not be sold, assigned, conveyed, granted, mortgaged, or otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Grantor.

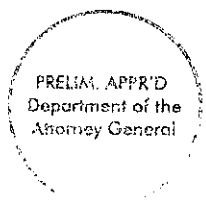
6. The Grantee shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful or improper or offensive use of the easement area.

7. The Grantee covenants for itself, its successors and assigns, that the use and enjoyment of the easement rights herein granted, shall not be in support of any policy which

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





discriminates against anyone based upon race, creed, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

8. The Grantee, in the exercise of the rights granted herein, shall comply with the applicable requirements of federal, state and county authorities and shall observe all applicable county ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

9. These easement rights shall cease and terminate and the easement area shall automatically be forfeited to the Grantor, without any action on the part of the Grantor, upon notice from the Grantee of its intent to relinquish the rights granted herein.

10. Any and all disputes or questions arising under this easement shall be referred to the Chairperson of the Board of Land and Natural Resources for resolution.

11. The Grantee shall be solely responsible for the Grantee's personal property in the easement area and, at the termination of this easement, for the removal of all of Grantee's personal property from the easement area unless Grantor has given written consent to a disposal of Grantee's personal property by its abandonment in place. This provision shall survive the termination of this easement.

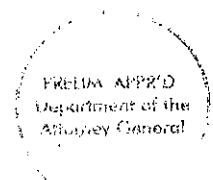
12. This easement shall run with the land and shall be binding on Grantor's successors and assigns.

13. This easement may be enforced by the Grantee in law or in equity by a court of competent jurisdiction.

14. The terms and conditions of this easement shall be reviewed by the Grantor and the Grantee every ten (10) years during the term of the easement.

15. In the event any historic properties or burial sites, as defined in section 6E-2, Hawaii Revised Statutes, are found on the premises, the Grantee and the Grantee's agents, employees and representatives shall immediately stop all land utilization or work or both and contact the Historic Preservation Office in compliance with chapter 6E, Hawaii Revised Statutes.

16. As to Easement 106, the easement area is encumbered by Governor's Executive Order No. 4007 to the State of Hawaii, Department of Agriculture, and therefore this grant of easement





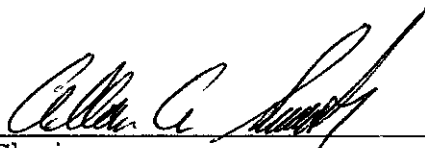
is subject to the State of Hawaii Governor's approval. Said concurrence was obtained on November 22, 2006.

17. As to Easement 106, the easement area is encumbered by Governor's Executive Order No. 4007 to the State of Hawaii, Department of Agriculture, and therefore this grant of easement is subject to the State of Hawaii, Department of Agriculture's approval. Said concurrence was obtained on May 7, 2004.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this indenture to be executed as of the day, month, and year first above written.

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
May 24, 2004.

STATE OF HAWAII

By   
Chairperson  
Board of Land and  
Natural Resources


 GRANTOR

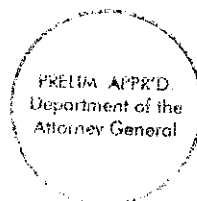
UNITED STATES OF AMERICA

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: March 28, 2007

By   
Its \_\_\_\_\_  
**DENNIS PACHT**  
Realty Operations Officer  
Naval Facilities Engineering Command, Pacific  
Real Estate Contracting Officer







STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 24,337

September 27, 2006

NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENT

EASEMENTS 100 AND 101

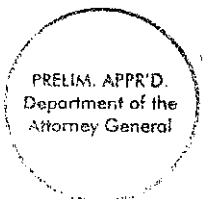
Kekaha, Waimea, Kauai, Hawaii

Being portions of Lot 11 of the Government (Crown) Land of  
Waimea.

Being also portions of Agricultural and Related Purposes Site,  
Governor's Executive Order 4007.

EASEMENT 100

Beginning at the southwest corner of this easement, the northeast  
corner of Lot 3 of the Government (Crown) Land of Waimea and on the north side of  
Kaumualii Highway (Kao Road), the coordinates of said point of beginning referred to  
Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,230.95 feet  
North and 38,156.53 feet West, thence running by azimuths measured clockwise from  
True South:-



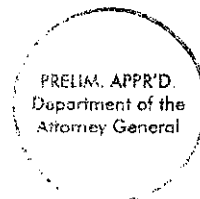
1. 185° 24' 122.46 feet along Lot 1 of the Government (Crown)  
Land of Waimea;



- |                  |   |
|------------------|---|
| 2. 180° 23'      | 340.89 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 3. 193° 32'      | 143.47 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 4. 203° 01'      | 520.84 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 5. 208° 23'      | 263.70 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 6. 194° 10' 30"  | 174.08 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 7. 183° 02'      | 302.97 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;; |
| 8. 191° 26'      | 136.43 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 9. 198° 03'      | 251.16 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 10. 186° 44' 30" | 681.33 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 11. 183° 02'     | 264.72 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 12. 191° 28'     | 435.49 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 13. 201° 43'     | 253.79 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 14. 209° 05'     | 320.86 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |
| 15. 205° 48'     | 203.30 feet along Lot 1 of the Government (Crown)<br>Land of Waimea;  |



16. 191° 49' 281.61 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
17. 195° 19' 277.88 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
18. 189° 05' 278.61 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
19. 177° 49' 325.32 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
20. 182° 46' 287.14 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
21. 191° 06' 260.84 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
22. 176° 42' 411.20 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
23. 196° 40' 2593.67 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
24. 191° 05' 144.42 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
25. 224° 03' 1458.00 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
26. 191° 05' 732.36 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
27. 224° 03' 1195.22 feet along Lot 1 of the Government (Crown)  
Land of Waimea;
28. Thence along the remainder of Agricultural and Related Purposes Site, Governor's  
Executive Order 4007 on a curve to the  
left with a radius of 310.00 feet, the  
chord azimuth and distance being:  
4° 33' 323.79 feet;



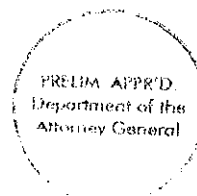


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|--------------|--|
| 29. 333° 04' | 145.13 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 30. 336° 27' | 936.57 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 31. 44° 03'  | 3604.33 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 32. 16° 40'  | 1440.89 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 33. 356° 42' | 398.77 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 34. 11° 06'  | 274.21 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 35. 2° 46'   | 258.12 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 36. 357° 49' | 339.18 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 37. 9° 05'   | 316.89 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |
| 38. 15° 19'  | 283.86 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;  |



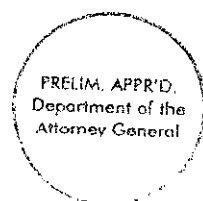


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|-----|------------|---|
| 39. | 11° 49'    | 304.63 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 40. | 25° 48'    | 241.12 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 41. | 29° 05'    | 311.93 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 42. | 21° 43'    | 215.28 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 43. | 11° 28'    | 394.63 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 44. | 3° 02'     | 254.38 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 45. | 6° 44' 30" | 714.17 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 46. | 18° 03'    | 261.46 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 47. | 11° 26'    | 103.62 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 48. | 3° 02'     | 308.99 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |





- |     |             |   |
|-----|-------------|---|
| 49. | 14° 10' 30" | 229.62 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                             |
| 50. | 28° 23'     | 283.14 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                             |
| 51. | 23° 01'     | 488.38 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                             |
| 52. | 13° 32'     | 93.92 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                              |
| 53. | 0° 23'      | 323.03 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                             |
| 54. | 5° 24'      | 153.42 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;                             |
| 55. | 99° 58' 30" | 250.81 feet along the northerly side of Kaumualii Highway (Kao Road) to the point of beginning and containing an AREA OF 122.011 ACRES. |

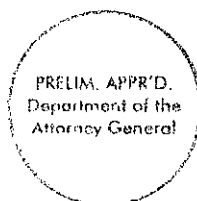




EASEMENT 101

Beginning at the westerly corner of this easement, the north corner of Bonham Air Base, Tract E-1, General Lease S-3852 to United States of America and at the northeast corner of Bonham Air Base (Formerly Mana Airport Military Reservation), Part 2 of Governor's Executive Order 945, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 41,941.00 feet North and 34,915.88 feet West, thence running by azimuths measured clockwise from True South:-

1. 224° 03' 4385.90 feet along Polihale State Park, Governor's Executive Order 2901;
2. 325° 29' 35" 4557.72 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
3. 4° 30' 7700.00 feet along the Hawaiian Home Land of Waimea;
4. 39° 59' 32" 5364.66 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
5. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 5077.50 feet, the chord azimuth and distance being:  
76° 13' 25" 348.99 feet;

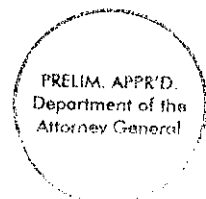




6. 78° 11' 35" 18.66 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
7. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 5142.50 feet, the chord azimuth and distance being:  
76° 35' 30" 287.42 feet;
8. 74° 59' 25" 484.69 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
9. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 10,272.50 feet, the chord azimuth and distance being:  
74° 11' 15" 287.85 feet;
10. 73° 23' 05" 380.10 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
11. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 1717.50 feet, the chord azimuth and distance being:  
76° 07' 45" 164.47 feet;
12. 78° 52' 25" 20.86 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
13. 168° 53' 38.37 feet along the east end of Kaumualii Highway (Kao Road);
14. 78° 53' 798.13 feet along the northerly side of Kaumualii Highway (Kao Road);

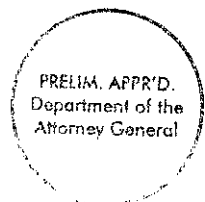


15. Thence along the northerly side of Kaumualii Highway (Kao Road) on a curve to the right with a radius of 944.32 feet, the chord azimuth and distance being:  
89° 25' 45" 345.66 feet;
16. 99° 58' 30" 1533.83 feet along the northerly side of Kaumualii Highway (Kao Road);
17. 185° 24' 153.42 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
18. 180° 23' 323.03 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
19. 193° 32' 93.92 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
20. 203° 01' 488.38 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
21. 208° 23' 283.14 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
22. 194° 10' 30" 229.62 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
23. 183° 02' 308.99 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
24. 191° 26' 103.62 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;





- |                  |   |
|------------------|---|
| 25. 198° 03'     | 261.46 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 26. 186° 44' 30" | 714.17 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 27. 183° 02'     | 254.38 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 28. 191° 28'     | 394.63 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 29. 201° 43'     | 215.28 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 30. 209° 05'     | 311.93 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 31. 205° 48'     | 241.12 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 32. 191° 49'     | 304.63 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 33. 195° 19'     | 283.86 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |
| 34. 189° 05'     | 316.89 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007; |





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35. 177° 49' 339.18 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
36. 182° 46' 258.12 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
37. 191° 06' 274.21 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
38. 176° 42' 398.77 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
39. 196° 40' 1440.89 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
40. 224° 03' 3604.33 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
41. 156° 27' 936.57 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
42. 153° 04' 145.13 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
43. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 310.00 feet, the chord azimuth and distance being:  
195° 41' 419.80 feet;
44. 238° 18' 160.91 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;

PRELIM. APPR'D.  
Department of the  
Attorney General



September 27, 2006

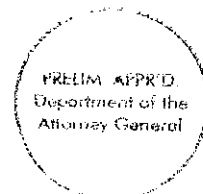
45. 134° 03'

1395.67 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 to the point of beginning and containing a GROSS AREA OF 1873.110 ACRES and a NET AREA OF 1841.530 ACRES after deducting therefrom Polihale Road (19.280 Acres), Grant 8153 to Baba Kaiwa (1.330 Acres) and Lower Saki-Mana Road (10.970 Acres).

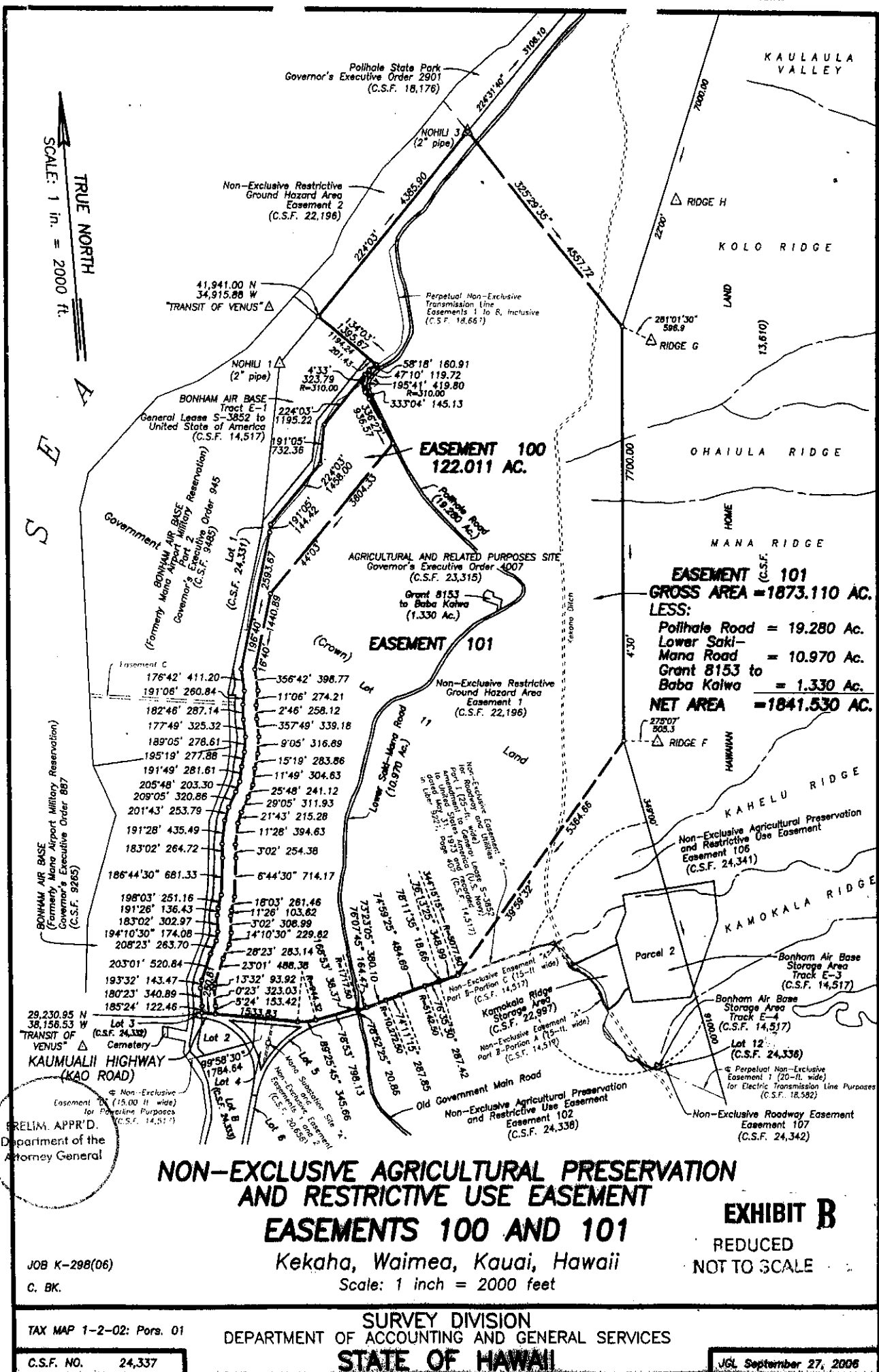
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc. furn.  
by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to  
form and mathematical  
correctness but not on the  
ground by the Survey Division.







**NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENTS 100 AND 101**

**EXHIBIT B**

REDUCED  
NOT TO SCALE

JOB K-298(06)  
C. BK.

Kekaha, Waimea, Kauai, Hawaii  
Scale: 1 inch = 2000 feet

TAX MAP 1-2-02: Pors. 01  
C.S.F. NO. 24,337

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
**STATE OF HAWAII**

JCL September 27, 2006





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

C.S.F. No 24,338

September 27, 2006

NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENT

EASEMENT 102

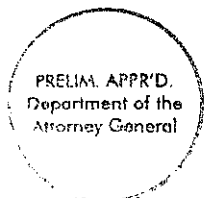
Kekaha, Waimea, Kauai, Hawaii

Being a portion of the Government (Crown) Land of Waimea.

Being also a portion of Agricultural and Related Purposes Site,  
Governor's Executive Order 4007.

Beginning at the north corner of this easement, the coordinates of said  
point of beginning referred to Government Survey Triangulation Station "TRANSIT OF  
VENUS" being 33,661.21 feet North and 29,888.59 feet West, thence running by  
azimuths measured clockwise from True South:-

1. 349° 00' 1572.77 feet along the Hawaiian Home Land of  
Waimea;
2. Thence along the remainder of Agricultural and Related Purposes Site,  
Governor's Executive Order 4007 on a  
curve to the left with a radius of 1800.00  
feet, the chord azimuth and distance  
being:  
78° 50' 32" 205.28 feet;



**EXHIBIT C**

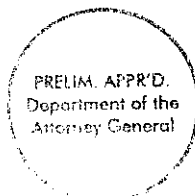


3. 84° 09' 27" 107.55 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
4. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 1800.00 feet, the chord azimuth and distance being:  
67° 51' 27" 625.13 feet;
5. 50° 19' 42" 725.06 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
6. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 1800.00 feet, the chord azimuth and distance being:  
28° 58' 41" 787.14 feet;
7. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 1650.00 feet, the chord azimuth and distance being:  
18° 05' 55" 1782.70 feet;
8. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 1650.00 feet, the chord azimuth and distance being:  
281° 25' 56" 3174.80 feet;
9. 349° 00' 3695.31 feet along the Hawaiian Home Land of Waimea;
10. 329° 00' 8500.00 feet along the Hawaiian Home Land of Waimea;

PRELIM. APPR'D.  
Department of the  
Attorney General

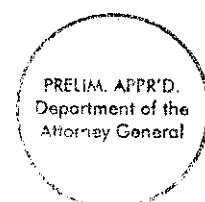


11. 323° 56' 15" 1495.26 feet along the Hawaiian Home Land of Waimea;
12. 43° 20' 6355.57 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
13. 138° 44' 15,620.53 feet along the northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
14. Thence along the northeast side of Kaumualii Highway (Hawaii Project No. DA-WR-1) on a curve to the right with a radius of 2050.51 feet, the chord azimuth and distance being:  
167° 22' 30" 1869.88 feet;
15. 196° 01' 2536.22 feet along the east side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
16. Thence along the southerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1) on a curve to the right with a radius of 1750.44 feet, the chord azimuth and distance being:  
227° 27' 1825.73 feet;
17. 258° 53' 684.38 feet along the southerly side of Kaumualii Highway (Kao Road);
18. 168° 53' 61.63 feet along the east end of Kaumualii Highway (Kao Road);
19. 258° 52' 25" 20.86 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
20. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 1717.50 feet, the chord azimuth and distance being:  
256° 07' 45" 164.47 feet;





21. 253° 23' 05" 380.10 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
22. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 10,272.50 feet, the chord azimuth and distance being:  
254° 11' 15" 287.85 feet;
23. 254° 59' 25" 484.69 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
24. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 5142.50 feet, the chord azimuth and distance being:  
256° 35' 30" 287.42 feet;
25. 258° 11' 35" 18.66 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
26. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the left with a radius of 5077.50 feet, the chord azimuth and distance being:  
256° 13' 25" 348.99 feet;





September 27, 2006

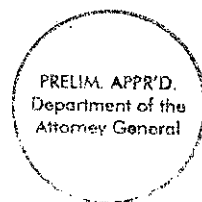
27. 219° 59' 32"

5364.66 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 to the point of beginning and containing a GROSS AREA OF 3172.549 ACRES, MORE OR LESS and a NET AREA OF 3150.093 ACRES, MORE OR LESS after excluding therefrom Lot 12 of the Government (Crown) Land of Waimea (0.026 Acre), Grant 8144 to Peter Pah On Leong (3.850 Acres) and Portion of Old Government Main Road (18.580 Acres).

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying,  
Inc. Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey  
Division.











STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 24,339

September 27, 2006

NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENT

EASEMENTS 103 AND 104

Kekaha, Waimea, Kauai, Hawaii

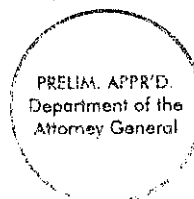
Being portions of the Government (Crown) Land of Waimea.

Being also portions of Agricultural and Related Purposes Site,  
Governor's Executive Order 4007.

EASEMENT 103

Being also all of Lot 2 of the Government (Crown) Land of  
Waimea.

Beginning at the northwest corner of this easement and at the  
southeast corner of Lot 3 of the Government (Crown) Land of Waimea, the coordinates  
of said point of beginning referred to Government Survey Triangulation Station  
"TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.96 feet West, thence  
running by azimuths measured clockwise from True South:-



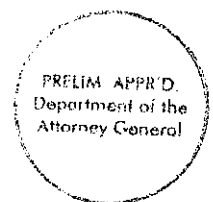
**EXHIBIT E**



1. 279° 58' 30" 21.97 feet along the south side of Kaumualii Highway (Kao Road);
2. Thence along the southwest side of Kaumualii Highway (Lio Road) on a curve to the right with a radius of 1049.89 feet, the chord azimuth and distance being:  
306° 01' 39" 922.21 feet;
3. 79° 10' 50" 792.37 feet along Lot B of the Government (Crown) Land of Waimea;
4. 149° 50' 50.89 feet along Lot 1 of the Government (Crown) Land of Waimea;
5. 140° 35' 118.58 feet along Lot 1 of the Government (Crown) Land of Waimea;
6. 174° 14' 30" 78.90 feet along Lot 1 of the Government (Crown) Land of Waimea;
7. 196° 07' 30" 396.69 feet along Lot 1 of the Government (Crown) Land of Waimea;
8. 185° 24' 100.22 feet along Lot 1 of the Government (Crown) Land of Waimea to the point of beginning and containing an AREA OF 8.691 ACRES.

EASEMENT 104

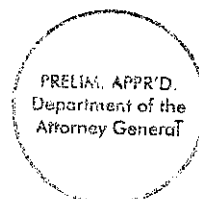
Being also all of Lot 4 of the Government (Crown) Land of Waimea.





Beginning at the south corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 28,075.33 feet North and 37,176.43 feet West, thence running by azimuths measured clockwise from True South:-

1. Along the northeasterly side of Kaumualii Highway (Lio Road) on a curve to the left with a radius of 1149.89 feet, the chord azimuth and distance being:  
152° 28' 11" 1094.64 feet;
2. 279° 58' 30" 1285.64 feet along the south side of Kaumualii Highway (Kao Road);
3. Thence along the south side of Kaumualii Highway (Kao Road) on a curve to the left with a radius of 1044.32 feet, the chord azimuth and distance being:  
278° 15' 31" 62.56 feet;





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4. Thence along the northwest side of Kaumualii Highway (Hawaii Project No. DA-WR-1) on a curve to the left with a radius of 1850.44 feet, the chord azimuth and distance being:  
48° 02' 56" 1105.48 feet  
to the point of beginning and containing  
a GROSS AREA OF 9.637 ACRES and a  
NET AREA OF 9.489 ACRES after  
excluding therefrom Mana Substation Site  
"A" (0.148 Acre).

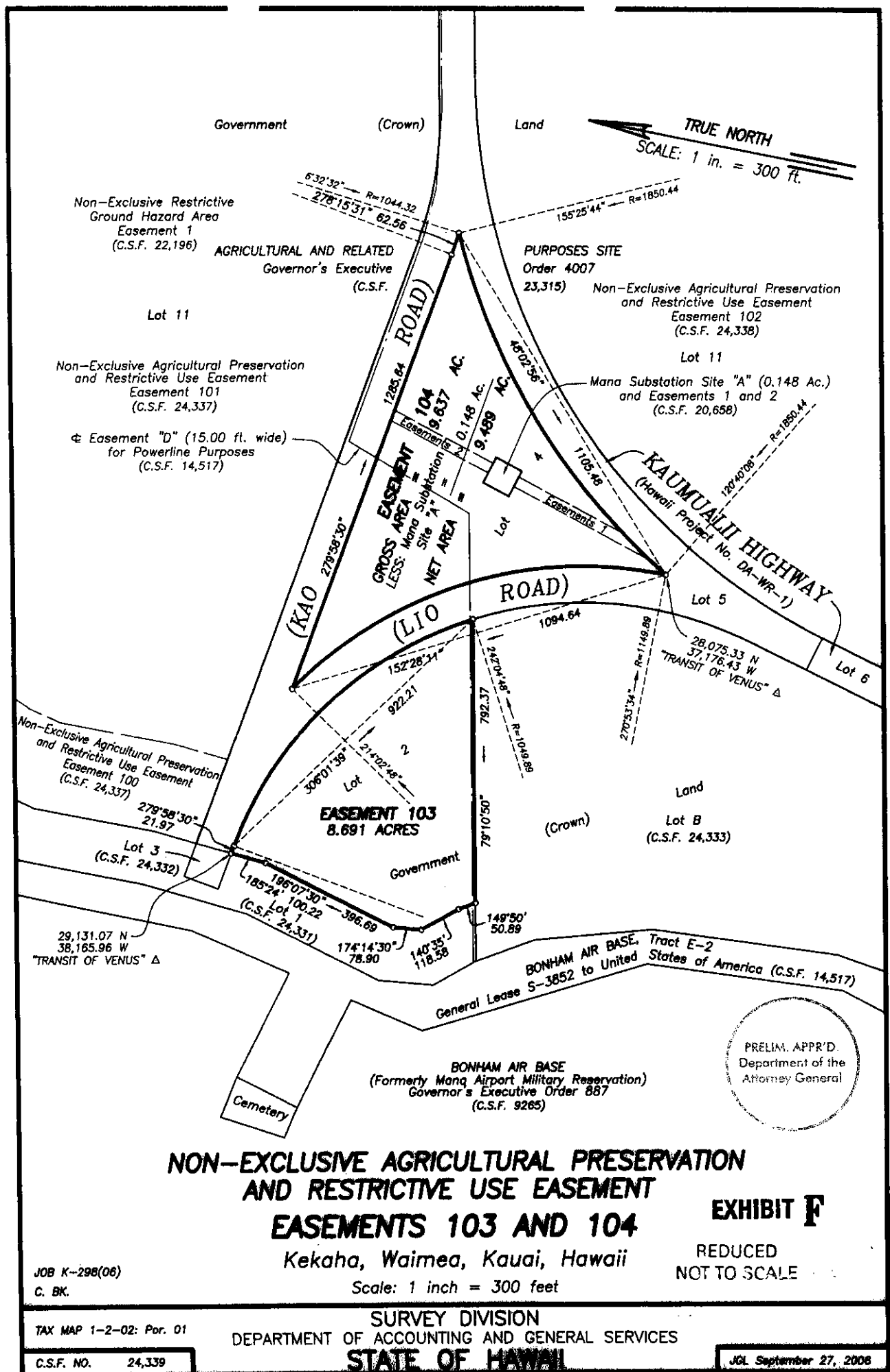
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodari  
Glenn J. Kodari  
Land Surveyor ml

Compiled from map and desc.  
furnished by ControlPoint Surveying,  
Inc. Said map and desc. have been  
examined and checked as to  
form and mathematical  
correctness but not on the  
ground by the Survey Division.











STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No 24,340

September 27, 2006

NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENT

EASEMENT 105

Kekaha, Waimea, Kauai, Hawaii

Being all of Lot 8 of the Government (Crown) Land of Waimea.

Being also a portion of Agricultural and Related Purposes Site,  
Governor's Executive Order 4007.

Beginning at the southeast corner of this easement, at the  
northwesterly corner of Lot 9 of the Government (Crown) Land of Waimea and on the  
southwesterly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the  
coordinates of said point of beginning referred to Government Survey Triangulation  
Station "TRANSIT OF VENUS" being 16,429.63 feet North and 31,617.13 feet West,  
thence running by azimuths measured clockwise from True South:-

1. 43° 30' 26" 368.90 feet along Lot 9 of the Government (Crown)  
Land of Waimea;
2. 138° 48' 347.07 feet along Lot 9 of the Government (Crown)  
Land of Waimea;

PRELIM. APPR'D.  
Department of the  
Attorney General

**EXHIBIT G**

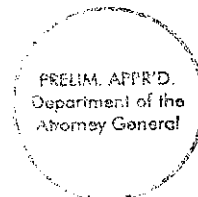


3. 143° 55' 55" 2682.32 feet along Lot 9 of the Government (Crown)  
Land of Waimea;
4. 216° 00' 127.05 feet along Wild Bird Sanctuary, Governor's  
Executive Order 3437;
5. 318° 44' 3012.76 feet along the southwesterly side of Kaumualii  
Highway (Hawaii Project No. DA-WR-1)  
to the point of beginning and containing  
an AREA OF 17.875 ACRES.

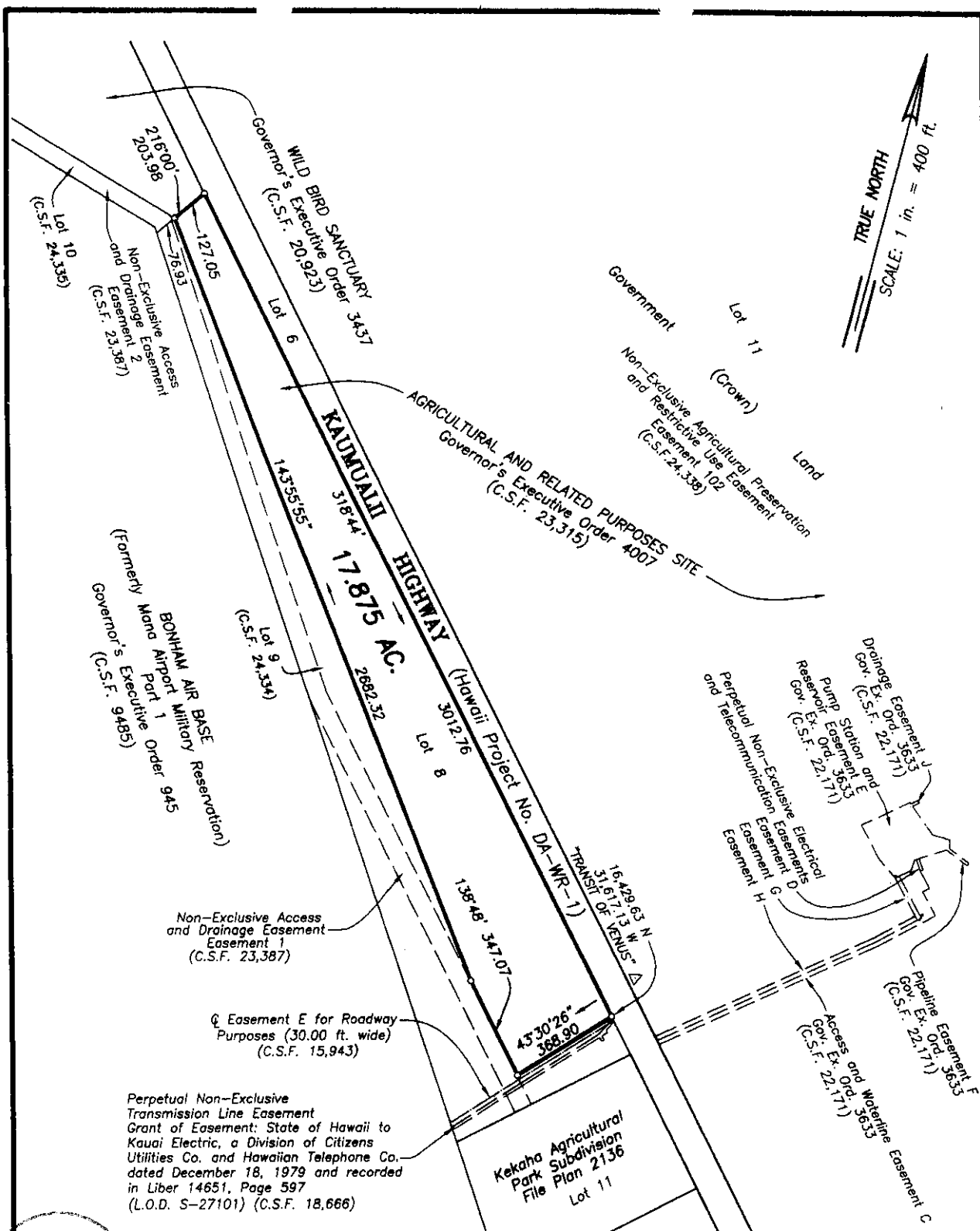
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying,  
Inc. Said map and desc. have been  
examined and checked as to form and  
mathematical correctness but not  
on the ground by the Survey Division.







PRELIM. APPR'D.  
Department of the  
Attorney General

## NON-EXCLUSIVE AGRICULTURAL PRESERVATION AND RESTRICTIVE USE EASEMENT

### EASEMENT 105

Kekaha, Waimea, Kauai, Hawaii

EXHIBIT H

Job K-298(06)

C. BK.

Scale: 1 inch = 400 feet

REDUCED  
NOT TO SCALE

TAX MAP 1-2-02: Por. 01

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

C.S.F. NO. 24,340

STATE OF HAWAII

JGL September 27, 2006





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No 24,341

September 27, 2006

NON-EXCLUSIVE AGRICULTURAL PRESERVATION  
AND RESTRICTIVE USE EASEMENT

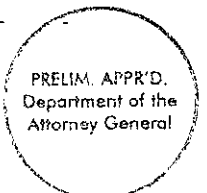
EASEMENT 106

Kekaha, Waimea, Kauai, Hawaii

Being a portion of Lot 11 of the Government (Crown) Land of Waimea.

Being also a portion of Agricultural and Related Purposes Site, Governor's Executive Order 4007 and a portion of Tract E-4 of Bonham Air Base (Formerly Mana Airport) Water Storage Area.

Beginning at the northeast corner of this easement and on the west boundary of the Hawaiian Home Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 32,117.34 feet North and 29,588.49 feet West, thence running by azimuths measured clockwise from True South:-

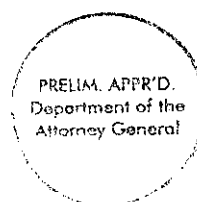


1. 349° 00' 1282.80 feet along the Hawaiian Home Land of Waimea;
2. 85° 32' 40" 778.77 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;

**EXHIBIT I**



3. 355° 31' 40" 319.61 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
4. 26° 32' 10" 508.45 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
5. 349° 42' 131.59 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
6. 69° 18' 30" 980.90 feet along Kamokala Ridge Storage Area;
7. Thence along Kamokala Ridge Storage Area on a curve to the left with a radius of 182.50 feet, the chord azimuth and distance being:  
309° 23' 80.21 feet;
8. 296° 41' 20" 196.91 feet along Kamokala Ridge Storage Area;
9. Thence along Kamokala Ridge Storage Area on a curve to the right with a radius of 257.50 feet, the chord azimuth and distance being:  
309° 17' 15" 112.33 feet;
10. 321° 53' 10" 161.32 feet along Kamokala Ridge Storage Area;
11. Thence along Kamokala Ridge Storage Area on a curve to the right with a radius of 307.50 feet, the chord azimuth and distance being:  
327° 10' 50" 56.75 feet;
12. 332° 28' 30" 142.35 feet along Kamokala Ridge Storage Area;
13. Thence along Kamokala Ridge Storage Area on a curve to the right with a radius of 157.50 feet, the chord azimuth and distance being:  
344° 11' 40" 63.98 feet;
14. 355° 54' 50" 63.21 feet along Kamokala Ridge Storage Area;





September 27, 2006

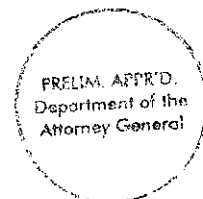
15. Thence along Kamokala Ridge Storage Area on a curve to the left with a radius of 292.50 feet, the chord azimuth and distance being:  
344° 04' 35" 120.01 feet;
16. 332° 14' 20" 53.33 feet along Kamokala Ridge Storage Area;
17. Thence along Kamokala Ridge Storage Area on a curve to the left with a radius of 72.50 feet, the chord azimuth and distance being:  
281° 05' 30" 112.92 feet;
18. 229° 56' 40" 126.19 feet along Kamokala Ridge Storage Area;
19. Thence along Kamokala Ridge Storage Area on a curve to the left with a radius of 612.50 feet, the chord azimuth and distance being:  
221° 21' 183.06 feet;
20. 212° 45' 20" 79.18 feet along Kamokala Ridge Storage Area;
21. Thence along Kamokala Ridge Storage Area on a curve to the right with a radius of 107.50 feet, the chord azimuth and distance being:  
239° 37' 55" 97.19 feet;
22. 266° 30' 30" 13.07 feet along Kamokala Ridge Storage Area;
23. 349° 42' 271.35 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
24. 269° 11' 20" 1078.56 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
25. 203° 47' 20" 128.83 feet along Parcel 2, Tract E-3 of Bonham Air Base (Formerly Mana Airport) Storage Area;
26. 349° 00' 584.03 feet along the Hawaiian Home Land of Waimea;





September 27, 2006

27. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 and the remainder of Tract E-4 of Bonham Air Base (Formerly Mana Airport) Water Storage Area on a curve to the right with a radius of 1650.00 feet, the chord azimuth and distance being:  
101° 25' 56" 3174.80 feet;
28. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 1650.00 feet, the chord azimuth and distance being:  
198° 05' 55" 1782.70 feet;
29. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
208° 58' 41" 787.14 feet;
30. 230° 19' 42" 725.06 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;
31. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
247° 51' 27" 625.13 feet;-
32. 264° 09' 27" 107.55 feet along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007;





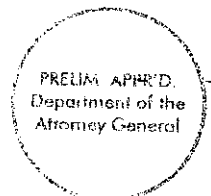
September 27, 2006

33. Thence along the remainder of Agricultural and Related Purposes Site, Governor's Executive Order 4007 on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
258° 50' 32" 205.28 feet to the point of beginning and containing an AREA OF 176.372 ACRES.

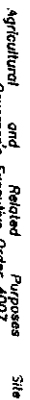
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey Division.







# EASEMENT 106

Kekaha, Waimea, Kauai, Hawaii NOT TO SCALE

JOE X-298(C6)  
D. EK.

Scale: 1 inch = 500 feet

SAX MAP 1-2-02: Por. 01  
C.S.F. NO. 24,341

**SURVEY DIVISION**  
**DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES**  
**STATE OF HAWAII**

JGL September 27, 2006





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 24,342

September 27, 2006

NON-EXCLUSIVE ROADWAY EASEMENT

EASEMENT 107

Kekaha, Waimea, Kauai, Hawaii

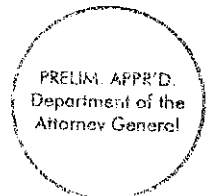
Being a portion of Lot 11 of the Government (Crown) Land of Waimea.

Being also a portion of Agricultural and Related Purposes Site, Governor's Executive Order 4007.

Being a strip of land twenty (20.00) feet wide and extending ten (10.00) feet on each side of the following described centerline.

Beginning at the east end of this centerline and on the west boundary of Lot 12 of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 27,571.33 feet North and 29,523.43 feet West, thence running by azimuths measured clockwise from True South:-

1. 72° 38' 216.03 feet;
2. Thence on a curve to the right with a radius of 125.00 feet, the length of curve being 95.12 feet, the chord azimuth and distance being:  
94° 26' 92.84 feet;



**EXHIBIT K**



September 27, 2006

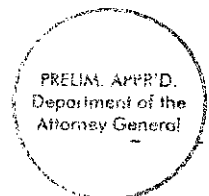
3. 116° 14'

59.58 feet to the west end of this centerline and  
containing an AREA OF 0.170 ACRE.

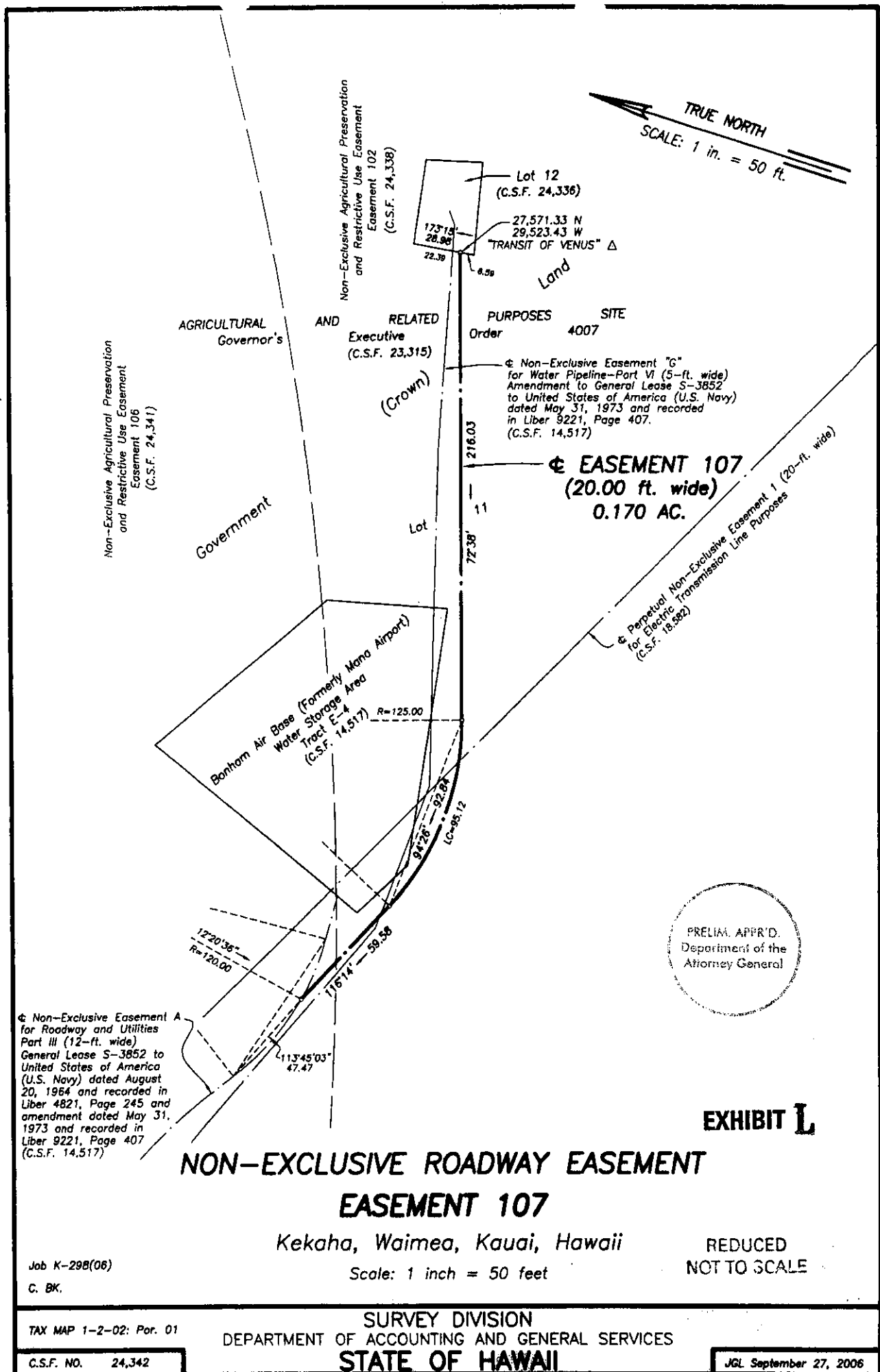
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying,  
Inc. Said map and desc. have  
been examined and checked as  
to form and mathematical  
correctness but not on the  
ground by the Survey Division.









## **Navy Easement S-5604**



INSTALLATION : CNI PMRF HAWAII AREA  
 SITE : KAMOKALA RIDGE  
 AGREEMENT TYPE : LEASE  
 CONTRACT NUMBER: DLR 10-5-151, 176,371 AC  
 PARTY INVOLVED : STATE OF HAWAII ET AL  
 DATE : 07-Jun-2002

TITLE	DATE	PAGES
STATUS OF REAL ESTATE TRANSACTION	26-Jul -2000	1
GRANT OF NON-EXCLUSIVE RESTRICTIVE USE EASEMENT S-5604 BY AND BETWEEN THE STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES AND THE UNITED STATES OF AMERICA, C/O DEPARTMENT OF THE NAVY, PACIFIC DIVISION, NAVAL FACILITIES ENGINEERING COMMAND, TOTAL RENT \$4,660.00, TAX MAP KEY NO. (4) 1-2-02: POR. 1 BY DENNIS PACHT, VARIOUS	07-Jun-2002	6
NON-EXCLUSIVE RESTRICTIVE USE EASEMENT MANA, WAI MEA, KAUAI , HAWAII, STATE OF HAWAII SURVEY DIVISION DEPT. OF ACCOUNTING AND GENERAL SERVICES HONOLULU, C. S. F. NO 22,998, EXHIBIT "A" BY THOMAS H. OI	26-Jul -2000	4
MAP, NON-EXCLUSIVE RESTRICTIVE USE EASEMENT MANA, WAI MEA, KAUAI , HAWAII, H. S. S. PLAT 3087-D, EXHIBIT "B" BY RANDALL M. HASHIMOTO, VARIOUS	26-Jul -2000	1
TOTAL		12



## STATUS OF REAL ESTATE TRANSACTION

ITEM	ACTION	DATE	BY
Legal Description	Yes	26-Jul-2000	
Recording			
Scan	Scanned	29-Jan-2004	SB
Summary Map			
Property Record			
District Land Register	10-5-151		
Real Estate Contract	Doc. No. S-5604		
Amendment	N/A		
Expiration Date	19-Aug-2029		
Termination	30-Year Term		

Comments: State of Hawaii Grant of Non-Exclusive Restrictive Use of Easement.



[illegible]

Tax Map Key No. (4) 1-2-02:Por. 1

## GRANT OF NON-EXCLUSIVE RESTRICTIVE USE EASEMENT S-5604

THIS INDENTURE, made and entered into this 7<sup>th</sup> day of June, 2002, by and between the STATE OF HAWAII, by its Board of Land and Natural Resources, hereinafter referred to as the "Grantor," and the UNITED STATES OF AMERICA, whose address is c/o Department of the Navy, Pacific Division, Naval Facilities Engineering Command, 258 Makalapa Drive, Suite 100, Pearl Harbor, Hawaii 96860-3134, hereinafter referred to as the "Grantee."

WITNESSETH THAT:

The Grantor, for and in consideration of the total rent of FOUR THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$4,660.00), the receipt of which is hereby acknowledged, and of the terms, conditions, and covenants herein contained, all on the part of the Grantee to be kept, observed, and performed, does hereby grant unto the Grantee, the following non-exclusive and term easement rights:



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

fuel oil



A restrictive use easement in support of high explosive storage magazines and the explosive safety quantity distance arcs that emanate therefrom,

in, over, under and across that certain parcel of land ("area") situate at Mana, Waimea, Kauai, Hawaii, being identified as "Non-Exclusive Restrictive Use Easement," containing an area of 176.371 acres, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated, respectively, C.S.F. No. 22,998 dated July 26, 2000 and H.S.S. Plat 3087-D, TOGETHER WITH the rights of ingress and egress to and from the easement area for all purposes in connection with the rights hereby granted.

During the term of this indenture, the Grantor covenants as follows:

a. All other uses within the easement area shall be restricted to agricultural purposes, such as growing of crops and the grazing of cattle, or uses that are not incompatible with the storage of explosives.

b. No building or structure shall be constructed within the easement area without the prior written consent of the Grantee, except for those buildings and structures presently existing.

c. Public access to the easement area will not be permitted.

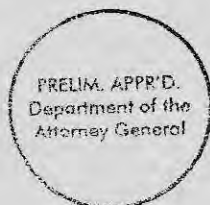
TO HAVE AND TO HOLD the easement rights unto the Grantee, its successors and assigns, SUBJECT, HOWEVER, to the terms, conditions and covenants provided herein.

The TERM of this easement shall be thirty (30) years, commencing on the 9th day of October, 1999, up to and including the 19th day of August, 2029, unless sooner terminated as hereinafter provided.

THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR AS FOLLOWS:

1. The Grantee shall be responsible for any claims for damage or injury caused by or resulting from any act or

-2-





omission of the Grantee in connection with its use of the easement area described herein to the extent provided under applicable laws. This covenant shall survive the expiration or earlier termination of this easement.

2. The Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the easement area and to grant to others rights and privileges for any and all purposes affecting the easement area, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with the use of the easement area for the purposes for which this easement is granted.

3. All signs placed in or upon the easement area by the Grantee shall be done without cost or expense to the Grantor and shall remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee at any time; provided, that the removal shall be accomplished with minimum disturbance to the easement area which shall be restored to its original condition, or as close thereto as possible, within a reasonable time after removal.

4. Upon completion of any work performed in or upon the easement area, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the easement area in a clean and sanitary condition satisfactory to the Grantor.

5. This easement or any rights granted herein shall not be sold, assigned, conveyed, granted, mortgaged, or otherwise transferred or disposed of, directly or by operation of law, except with the prior written consent of the Grantor.

6. The Grantee shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the easement area.

7. The Grantee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein granted 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.

8. The Grantee, in the exercise of the rights granted herein, shall comply with all of the applicable requirements of



the federal, state, and county authorities and shall observe all applicable county ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

9. These easement rights shall cease and terminate, and the easement area shall automatically be forfeited to the Grantor, without any action on the part of the Grantor, upon notice from the Grantee of its intent to relinquish the rights granted herein.

10. The Grantee shall be solely responsible for the Grantee's personal property in the easement area and, at the end of the term or other sooner termination of this easement, for the removal of any and all of Grantee's personal property from the easement area unless the Grantor has given written consent to a disposal of Grantee's personal property by its abandonment in place. This provision shall survive the termination of this easement.

11. The Grantee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of Grantee's business, and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee, then the Grantee shall be responsible for conducting such testing. Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by Grantee.

For the purpose of this easement "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 bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.





The Grantee shall employ and maintain measures and safeguards reasonably necessary to prevent the accumulation of debris upon and the pollution or contamination of the easement area. The Grantee shall be solely responsible for any environmental restoration of the easement area made necessary by any act or omission of the Grantee to the extent required by applicable environmental laws.

These covenants shall survive the expiration or earlier termination of this easement.

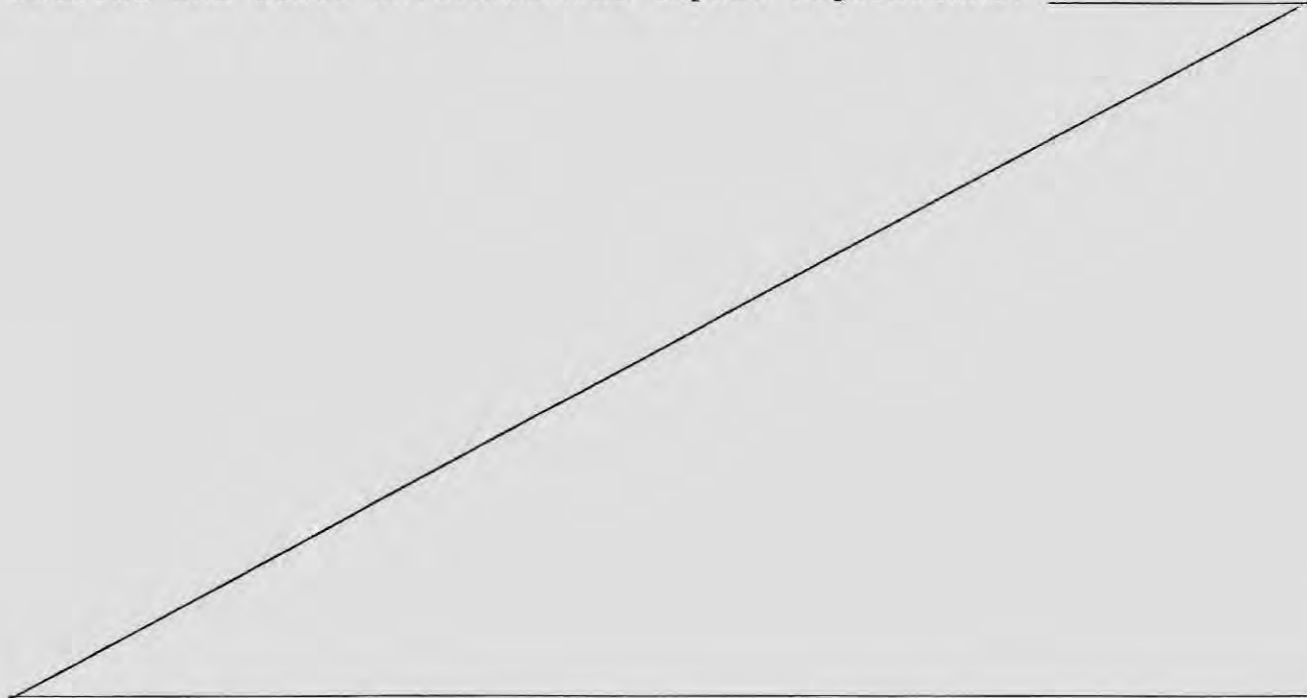
12. This easement shall be co-terminus with the remaining term under General Lease No. S-3852.

13. The Grantee shall coordinate access onto the easement area with other easement holders.

14. The Grantee shall have the right to post and maintain permanent warning signs at the edge and within the easement area advising the general public of the existence of the Explosive Safety Quantity Distance area and hazards related thereto.

15. The Grantee, as an agency of the federal government, is self-insured.

16. The Grantee shall comply with all applicable federal and state environmental impact regulations.

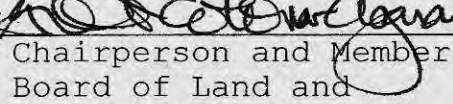




IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused this Indenture to be executed as of the day, month, and year first above written.

STATE OF HAWAII

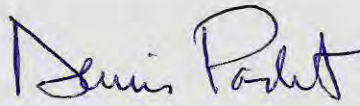
Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
October 8, 1999.

By   
Chairperson and Member  
Board of Land and  
Natural Resources

*Am*

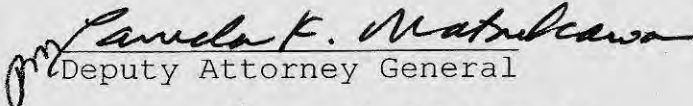
GRANTOR

UNITED STATES OF AMERICA

By   
DENNIS PACT  
Director, Operations Division  
Pacific Division, Naval Facilities Engineering Command  
Its Real Estate Contracting Officer

APPROVED AS TO FORM:

GRANTEE

  
Deputy Attorney General

Dated: April 25, 2002

restrictiveuseesmtS-5604\usnavy\tnk(4)1-2-02:porl\esmt1.pkm







STATE OF HAWAII  
SURVEY DIVISION  
DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

C.W.F. No. 22,998

July 26, 2000

NON-EXCLUSIVE  
RESTRICTIVE USE EASEMENT

Mana, Waimea, Kauai, Hawaii

Being a portion of the Government (Crown) Land of Waimea.

Beginning at the southeast corner of this easement and on the west boundary of the Hawaiian Home Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI" being 10,511.78 feet South and 10,293.21 feet East, as shown on Government Survey Registered Map H.S.S. Plat 3087-D, thence running by azimuths measured clockwise from True South:-

1. Along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 1650.00 feet, the chord azimuth and distance being:  
101° 25' 56" 3174.80 feet;
2. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 1650.00 feet, the chord azimuth and distance being:  
198° 05' 55" 1782.70 feet;
3. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
208° 58' 41" 787.14 feet;
4. 230° 19' 42" 725.06 feet along the remainder of the Government (Crown) Land of Waimea;



5. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
247° 51' 27" 625.13 feet;
6. 264° 09' 27" 107.55 feet along the remainder of the Government (Crown) Land of Waimea;
7. Thence along the remainder of the Government (Crown) Land of Waimea on a curve to the right with a radius of 1800.00 feet, the chord azimuth and distance being:  
258° 50' 32" 205.28 feet;
8. 349° 00' 1282.80 feet along the Hawaiian Home Land of Waimea;
9. 85° 32' 40" 778.77 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;
10. 355° 31' 40" 319.61 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;
11. 26° 32' 10" 508.45 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;
12. 349° 42' 131.59 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;
13. 69° 18' 30" 980.90 feet along Addition to Kamokala Ridge Storage Area;
14. Thence along Addition to Kamokala Ridge Storage Area on a curve to the left with a radius of 182.50 feet, the chord azimuth and distance being:  
309° 23' 80.21 feet;
15. 296° 41' 20" 196.91 feet along Addition to Kamokala Ridge Storage Area;
16. Thence along Addition to Kamokala Ridge Storage Area on a curve to the right with a radius of 257.50 feet, the chord azimuth and distance being:  
309° 17' 15" 112.33 feet;



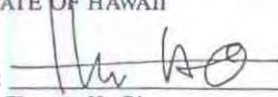
17. 321° 53' 10" 161.32 feet along Addition to Kamokala Ridge Storage Area;
18. Thence along Addition to Kamokala Ridge Storage Area on a curve to the right with a radius of 307.50 feet, the chord azimuth and distance being:  
327° 10' 50" 56.75 feet;
19. 332° 28' 30" 142.35 feet along Addition to Kamokala Ridge Storage Area;
20. Thence along Addition to Kamokala Ridge Storage Area on a curve to the right with a radius of 157.50 feet, the chord azimuth and distance being:  
344° 11' 40" 63.98 feet;
21. 355° 54' 50" 63.21 feet along Addition to Kamokala Ridge Storage Area;
22. Thence along Addition to Kamokala Ridge Storage Area on a curve to the left with a radius of 292.50 feet, the chord azimuth and distance being:  
344° 04' 35" 120.01 feet;
23. 332° 14' 20" 53.33 feet along Addition to Kamokala Ridge Storage Area;
24. Thence along Addition to Kamokala Ridge Storage Area on a curve to the left with a radius of 72.50 feet, the chord azimuth and distance being:  
281° 05' 30" 112.92 feet;
25. 229° 56' 40" 126.19 feet along Addition to Kamokala Ridge Storage Area;
26. Thence along Addition to Kamokala Ridge Storage Area on a curve to the left with a radius of 612.50 feet, the chord azimuth and distance being:  
221° 21' 183.06 feet;
27. 212° 45' 20" 79.18 feet along Addition to Kamokala Ridge Storage Area;
28. Thence along Addition to Kamokala Ridge Storage Area on a curve to the right with a radius of 107.50 feet, the chord azimuth and distance being:  
239° 37' 55" 97.19 feet;



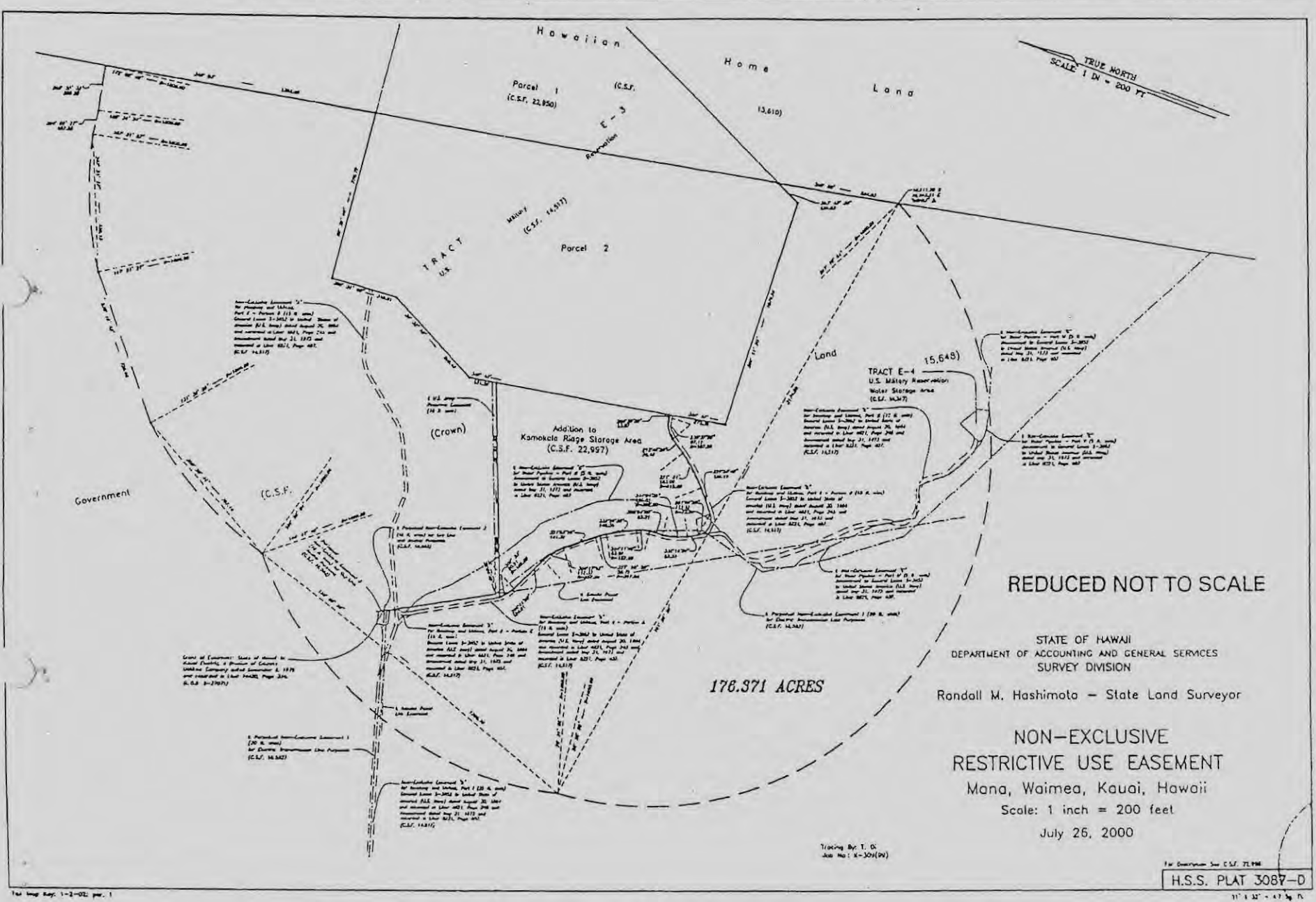
July 26, 2000

- |                  |   |
|------------------|---|
| 29. 266° 30' 30" | 13.07 feet along Addition to Kamokala Ridge Storage Area;   |
| 30. 349° 42'     | 271.35 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;   |
| 31. 269° 11' 20" | 1078.56 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;  |
| 32. 203° 47' 20" | 128.83 feet along Parcel 2, Tract E-3 of U.S. Military Reservation;   |
| 33. 349° 00'     | 584.03 feet along the Hawaiian Home Land of Waimea to the point of beginning and containing an AREA OF 176.371 ACRES. |

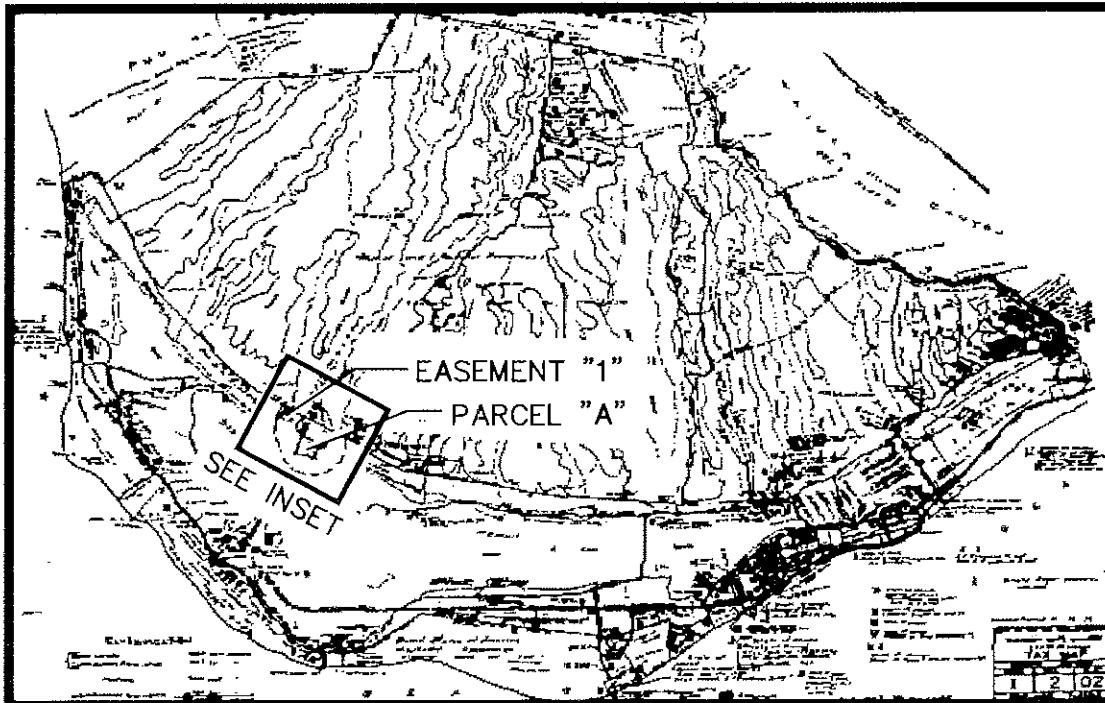
SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By:   
Thomas H. Oi  
Land Surveyor gm

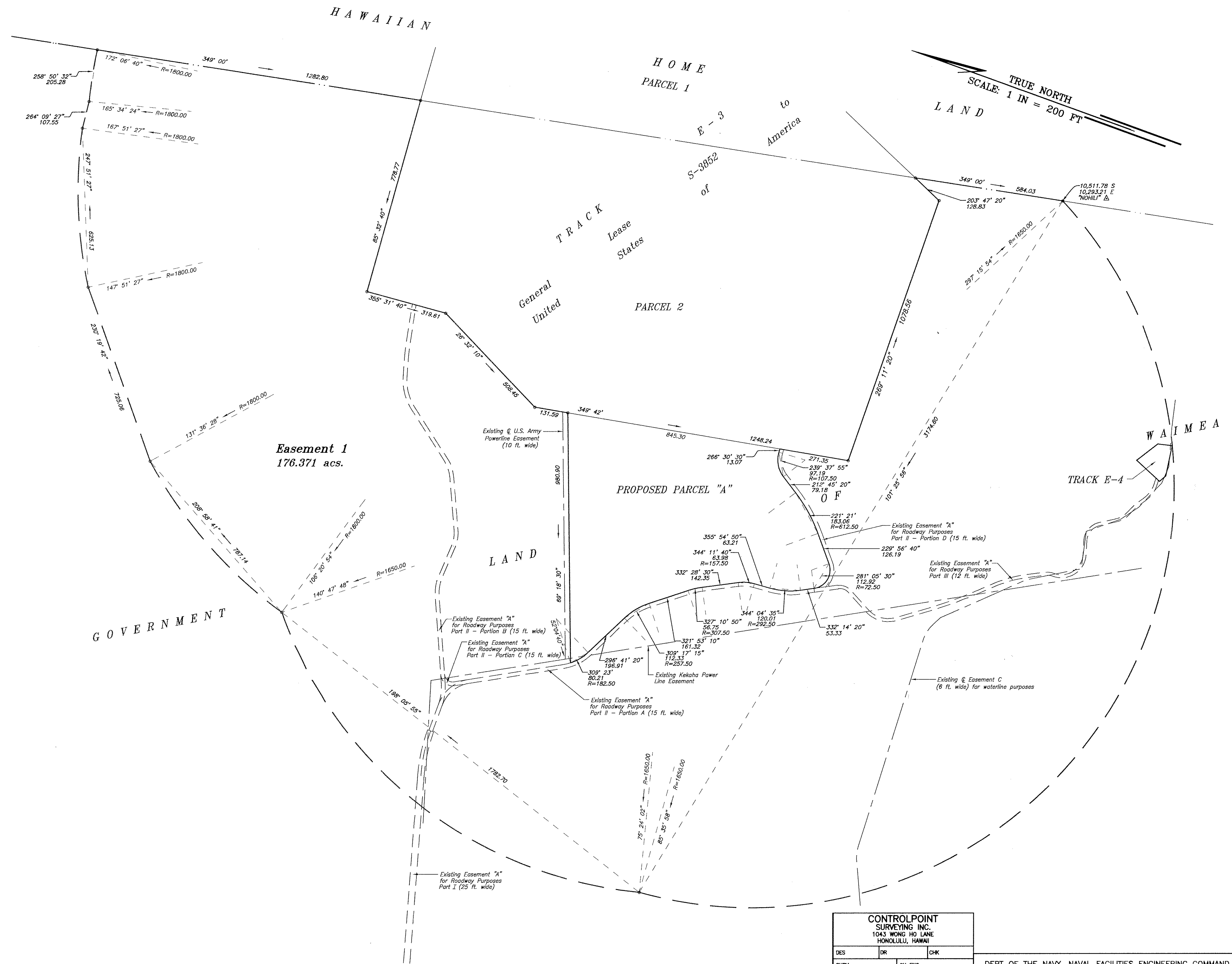
Compiled from data furn. by  
ControlPoint, Inc. C.S.Fs  
14517, 15648, 18582 and  
22950 and other Govt. Survey  
Records.  
TMK: 1-2-02:por. 1





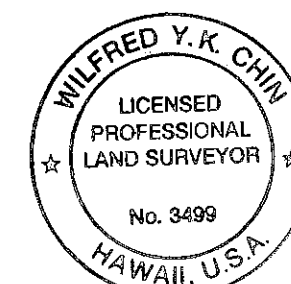


LOCATION MAP  
NOT TO SCALE



INSET

Note:  
Data compiled from Corps of Engineers, U.S. Army  
Map No. 18-01-02 (Sheet 2 of 4 Sheets)



THIS WORK WAS PREPARED BY ME  
OR UNDER MY SUPERVISION

Wilfred Y.K. Chin  
WILFRED Y.K. CHIN  
Licensed Professional Land Surveyor  
Certificate Number 3499-LS

IF SHEET IS LESS THAN  
22" X 34"  
IT IS A REDUCED PRINT-  
SCALE REDUCED ACCORDINGLY

CONTROLPOINT SURVEYING INC. 1043 WONG HO LANE HONOLULU, HAWAII		
DES	DR	CHK
SUPV	CH ENG	DATE
SUBMITTED BY Wilfred Chin Oct. 30, 1999		
FIRM MEMBER (TITLE) Project Surveyor		
PACOM INTC:	RVD	BR MGR
DFPE	PDE	INSM
DR		
APPROVED	DATE	
FOR COMMANDER, NAVFAC		

DEPT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND	
PACIFIC MISSILE RANGE FACILITY, BARKING SANDS	
KAMOKALA RIDGE STORAGE AREA (ESQD (IBD) EASEMENT)	
Waimea (Kona), Kauai, Hawaii	
DATE: Oct. 30, 1999	REAL ESTATE DRAWING NO.
SCALE: 1 in. = 200 Ft.	No. 00-03
SHEET 1 OF 2	

## **Navy Easement for B-1 and B-2**



78- 82123

78 AUG 16 P 3: 10

RECORDATION REQUESTED BY: *Commander, Pacific Division, Naval Facilities Engineering Command - Navy Real Estate.*

AFTER RECORDATION, RETURN TO: *Commander, Pacific Division, Naval Facilities Engineering Command, Pearl Harbor, HI. 96860*  
*Contact: Mr. H. Godfrey, ph. 4713217*

RETURN BY: MAIL ( ) PICKUP (X)

Navy No. ~~XXXXXX288006~~  
N6274279RP00019

GRANT OF EASEMENT

THIS AGREEMENT, made and entered into this 28  
day of January, 1977, by and between the STATE  
OF HAWAII, by its Board of Land and Natural Resources, pursuant  
to the provisions of Section 171-95, Hawaii Revised Statutes,  
hereinafter referred to as the "GRANTOR", and the UNITED STATES  
OF AMERICA, for the Department of the Navy, hereinafter refer-  
red to as the "GRANTEE".

W I T N E S S E T H :

THAT the Grantor for good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged,  
and of the covenants of the Grantee as are hereinafter con-  
tained, does hereby grant unto the Grantee a non-exclusive  
easement and right-of-way over and across the real property  
situate at Mana, Waimea, Kauai, Hawaii, designated "Non-  
Exclusive Roadway Easement, Easements B-1 and B-2", more  
particularly described in Exhibit "A" and shown on Exhibit "B",  
attached hereto and made parts hereof, which real property is  
hereinafter referred to as the "premises", for bridge construc-  
tion and access road purposes.

TO HAVE AND TO HOLD the said easement and right-of-  
way unto the Grantee for the term of fifty (50) years, from  
the date hereof.

DLR 10-5-127A

THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR  
AS FOLLOWS:

1. All work in connection with the construction, installation, operation, repair and replacement of the bridge shall be done without cost or expense to the Grantor.

2. The Grantee shall maintain the premises and the bridge in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the premises and the continued operation and maintenance of the bridge.

3. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Grantor to assure that the exercise of such rights will not interfere with the activity of the Grantee nor the activity of the holder of State General Lease No. S-4222.

4. The Grantor reserves to itself rights-of-way for all purposes on, over, under, or across the easements herein granted; provided, however, that such reserved rights-of-way shall be used in a manner that will not unreasonably interfere with the use and enjoyment by the Grantee of the easement rights granted herein.

5. All or any part of this easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon nonuse of such rights for a period of two consecutive years.

~~6. The Grantee shall at all times use due care for public safety and agrees to defend, hold harmless and indemnify the Grantor, its officers, agents and employees or any person acting for and on its behalf, from and against all claims for~~



6. That the Grantor will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the Grantee in connection with the Grantee's use of the premises described herein.

A handwritten signature in dark ink, appearing to be 'JRS' or similar, with a long horizontal flourish extending to the right.

~~property damage, personal injury or death, arising on, about~~  
 or in connection with the exercise of the rights and privileges  
 herein granted, caused directly or proximately by any failure  
 on the part of the Grantee to use due care in accordance with  
~~the terms and conditions of this grant.~~

7. The Grantee, in the exercise of the rights granted herein, shall comply with all of the requirements of all municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes, rules and regulations, now in force or which may hereinafter be in force.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed by their duly authorized officers as of the day and year first above written.

## STATE OF HAWAII

By

W. F. Thompson  
 Chairman and Member  
 Board of Land and  
 Natural Resources

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

JAN 28 1977

By

Manuel Mung Jr  
 Member  
 Board of Land and  
 Natural Resources

## UNITED STATES OF AMERICA

By

J. P. Samantano  
 By direction of the Commanding, Naval Facilities  
 in the United States, acting under the direction  
 of the Department of Defense

APPROVED AS TO FORM:

Sam Y. C. Chua  
 Deputy Attorney General  
 Dated: Oct. 7, 1977





## STATE OF HAWAII

## SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

June 15, 1977

C.S.F. No. 18,073

HONOLULU

## NON-EXCLUSIVE ROADWAY EASEMENT

## EASEMENTS B-1 AND B-2

Mana, Waimea, Kauai, Hawaii

Being portions of the Government Land of Waimea.

EASEMENT B-1:

Beginning at the southeast corner of this easement and on the southwesterly side of Easement "B" for Roadway and Communication Cables, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANA 2" being 7924.46 feet South and 2544.00 feet East, thence running by azimuths measured clockwise from True South:-

1. 52° 55' 20" 37.50 feet along the remainder of Government Land of Waimea;
2. 142° 55' 20" 80.00 feet along the remainder of Government Land of Waimea;
3. 232° 55' 20" 37.49 feet along the remainder of Government Land of Waimea;
4. Thence along the southwesterly side of Easement "B" on a curve to the right with a radius of 3377.50 feet, the chord azimuth and distance being:  
322° 50' 14.5" 10.00 feet;
5. 322° 55' 20" 70.00 feet along the southwesterly side of Easement "B" to the point of beginning and containing an AREA OF 3000 SQUARE FEET.

EASEMENT B-2:

Beginning at the southwest corner of this easement and on the northeasterly side of Easement "B" for Roadway and Communication Cables,

June 15, 1977

the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANA 2" being 7909.39 feet South and 2563.94 feet East, thence running by azimuths measured clockwise from True South:-

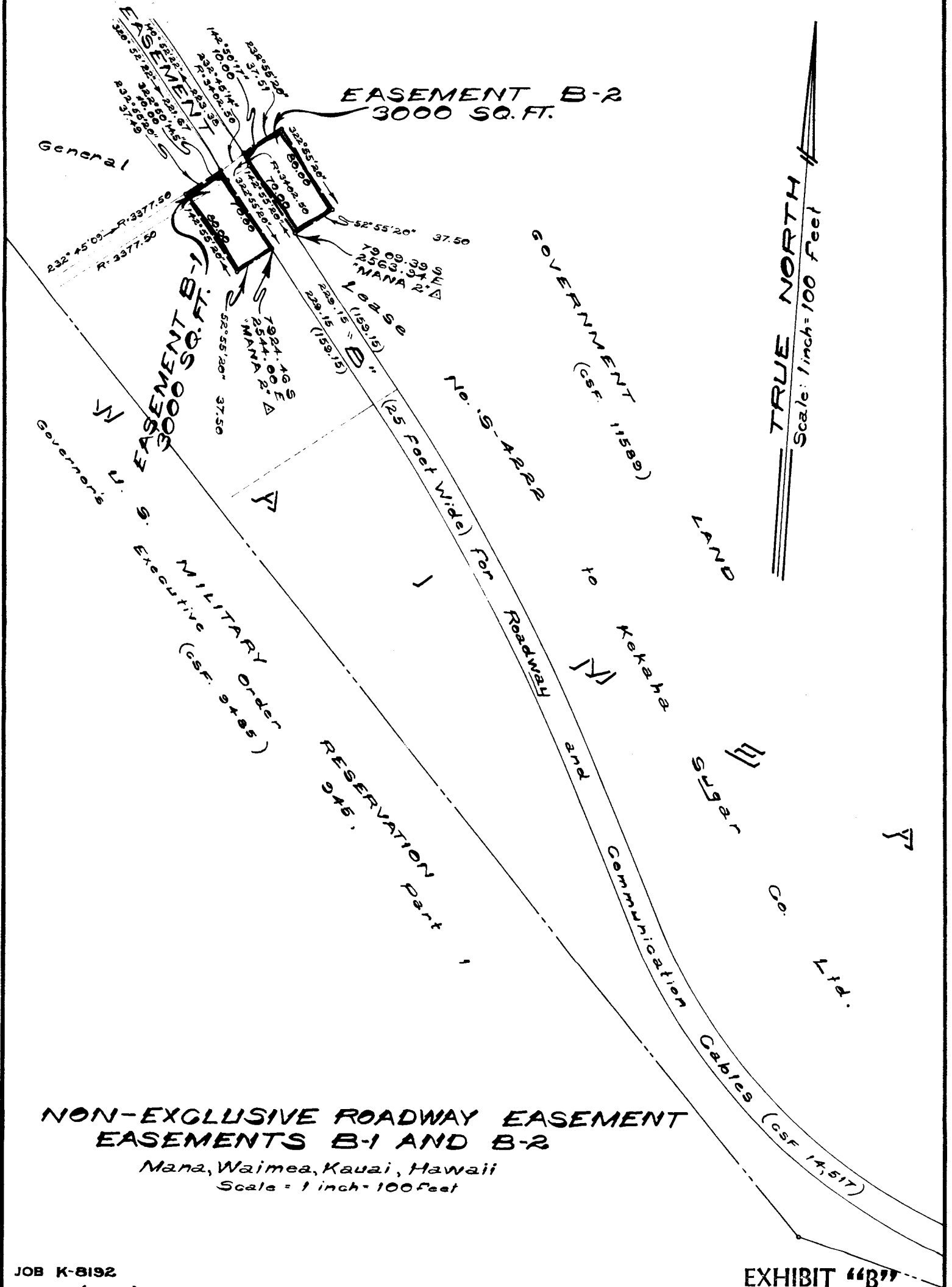
1. 142° 55' 20" 70.00 feet along the northeasterly side of Easement "B";
2. Thence along the northeasterly side of Easement "B" on a curve to the left with a radius of 3402.50 feet, the chord azimuth and distance being:  
142° 50' 17" 10.00 feet;
3. 232° 55' 20" 37.51 feet along the remainder of the Government Land of Waimea;
4. 322° 55' 20" 80.00 feet along the remainder of the Government Land of Waimea;
5. 52° 55' 20" 37.50 feet along the remainder of the Government Land of Waimea to the point of beginning and containing an AREA OF 3000 SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Raymond S. Nakamura  
Raymond S. Nakamura  
Land Surveyor fb

Compiled from U.S. Army  
Map (Barking Sands) No.  
18-01-02 Sheet 3 of 4  
Sheets, CSF 14,517 and  
Govt. Survey Records.





JOB K-6192  
C. BK 3 (RSN)

TAX MAP 1-2-02

C. S. F. No. 18,073

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

Rel. JUNE 15, 1977

DLR 10-5-127A

## **Navy Easement for B-3 and B-4**



STATUS OF REAL ESTATE TRANSACTION  
PACDOCKS 11011/1 (11-66)

ITEM	ACTION	DATE	BY
Legal Description			
Recording	LIBER 13638 PG. 524	4/25/79	BUR. OF CONY.
Microfilm <i>need on list</i>	<i>to New York</i>	8/10/89	<i>J.E.H.</i>
Summary Map <i>on working copy</i> 1069337-338			
Inventory	<i>entered</i>	11/9/79	LAB
Grantor-Grantee Index	10-5-132	12/12/79	<i>J.E.H.</i>
District Land Register	"	"	<i>J.E.H.</i>
Amendment			
Termination			

COMMENTS *Easement "B-3" (1911 sq. ft.) and "B-4" (2901 sq. ft.) on each side of Easement "B" for roadway (por. of Lease 3-3852 from State) for improvements to Bridge 97 on S. Kalanamahiki Place. See also DLR 10-5-105A (S-3852) and DLR 10-5-127A for Easement N6274279RP00019 for Bridge 96 easement.*

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII  
OFFICE OF  
BUREAU OF CONVEYANCES

RECORDATION REQUESTED BY:  
Commander, Pacific Division  
Naval Facilities Engineering Command  
Pearl Harbor, Hawaii 96860

AFTER RECORDATION, RETURN TO:  
Commander, Pacific Division  
Naval Facilities Engineering Command  
Pearl Harbor, Hawaii 96860  
RETURN BY: MAIL ( ) PICKUP (X)

Received for record this 25th  
day of April, A.D., 1979  
at 3:24 o'clock P.M. and  
Recorded at Liber 13638  
on Page 524  
Document no: 79-44371

Navy No. N6274279RP00030

GRANT OF EASEMENT NO. S-4597

THIS INDENTURE, made and entered into this 16th  
day of April, 1979, by and between the  
STATE OF HAWAII, by its Board of Land and Natural Resources,  
pursuant to the provisions of Section 171-95(a)(3), Hawaii  
Revised Statutes, hereinafter referred to as the "GRANTOR,"  
and the UNITED STATES OF AMERICA, by its Department of the  
Navy, hereinafter referred to as the "GRANTEE,"

WITNESSETH THAT:

The Grantor, for good and valuable consideration,  
the receipt and sufficiency of which is hereby acknowledged,  
and of the terms, conditions and covenants herein contained,  
and on the part of the Grantee to be observed and performed,  
does hereby grant unto the Grantee nonexclusive easement  
rights:

For drainage purposes, including  
the right to construct, operate,  
maintain and repair culverts

in, over, under and across that certain parcel of land  
situate at Mana, Waimea (Kona), Kauai, Hawaii, being portions  
of Government (Crown) Land of Waimea, being also portions of  
Parcel 1 of Tax Map Key 1-2-02 encumbered under General Lease  
No. S-4222 to Kekaha Sugar Co., Ltd., designated as EASEMENT  
"B-3", containing an area of approximately 1,911 square feet,

DLR 10-5-132



and EASEMENT "B-4", containing an area of approximately 2,901 square feet, all more particularly described in Exhibit "A" and delineated on Exhibit "B", both of which are attached hereto and made parts hereof, said exhibits being, respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 18,429 and dated October 2, 1978, TOGETHER WITH the rights of ingress and egress to and from said easement areas for all purposes in connection with the rights hereby granted.

TO HAVE AND TO HOLD the said easement rights unto the Grantee for a term of approximately fifty-one (51) years, commencing on the 8th day of September, 1978, up to and including the 19th day of August, 2029, unless sooner terminated as hereinafter provided, SUBJECT, HOWEVER, to the following terms, conditions and covenants:

1. The Grantee shall be responsible for any claims for damage or injury caused by or resulting from any act or omission of the Grantee in connection with the Grantee's use of the premises described herein as provided in the Federal Tort Claims Act (62 Stat. 869-982, 28 USC 2671-2680).
2. The Grantor reserves unto itself the full use and enjoyment of the said premises, and to grant to others rights and privileges for any and all purposes affecting the said premises, except as to the rights herein granted, provided, however, that the rights herein reserved shall not be



- exercised by the Grantor or any agent, representative or assign of the Grantor in such manner so as to interfere unreasonably with the Grantee in the use of said land for the purpose for which this easement is granted.
3. All improvements placed in or upon the easement area by the Grantee shall be and remain the property of the Grantee and may be removed or otherwise disposed of by the Grantee at any time; provided, that such removal shall be accomplished with minimum disturbance to the premises, which shall be restored to its original condition, or as close thereto as possible, within a reasonable time after removal; provided, further, that all improvements may be abandoned in place with the prior written approval of Grantor.
  4. Upon completion of any work performed in or upon the easement areas, the Grantee shall remove therefrom all equipment and unused or surplus materials, if any, and shall leave the said areas in a clean and sanitary condition satisfactory to the Grantor.
  5. This easement or any rights granted herein shall not be sold, assigned, conveyed, leased, mortgaged or otherwise transferred or disposed of, directly or by operation of law, except with the prior consent of the Grantor.
  6. The Grantee shall keep the said premises and the improvements therein in a clean, sanitary



and orderly condition, and shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper or offensive use of said premises.

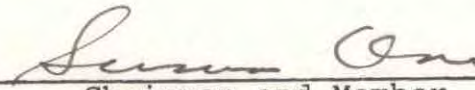
7. The Grantee covenants, for itself, its successors and assigns, that the use and enjoyment of the land herein shall not be in support of any policy which discriminates against anyone based upon race, creed, color, national origin or physical handicap.
8. The Grantee shall comply with all of the requirements of all municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes, pertaining to the said land, now in force or which may hereinafter be in force.
9. These easement rights shall cease and terminate, without any action on the part of the Grantor, in the event of non-use or abandonment by the Grantee of the easement areas, or any portion thereof, for a period of two (2) consecutive years.
10. Upon termination of the easement rights granted herein, if requested by Grantor, the Grantee, at its expense, shall remove any and all improvements installed or constructed hereunder, and restore the premises to its original condition, or as close thereto as possible, to the satisfaction of Grantor.

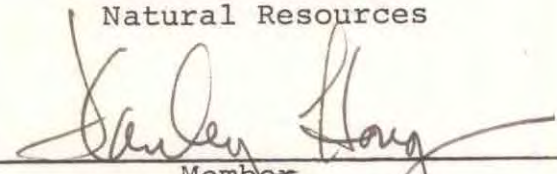
IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed by their duly authorized officers as of the day and year first above written.

STATE OF HAWAII

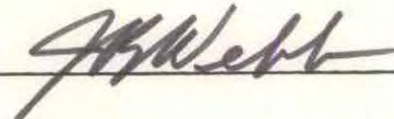
APPROVED BY THE BOARD OF  
LAND AND NATURAL RESOURCES  
AT ITS MEETING HELD ON

September 8, 1978

By   
Chairman and Member  
Board of Land and  
Natural Resources

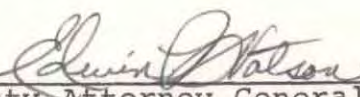
And By   
Member  
Board of Land and  
Natural Resources

UNITED STATES OF AMERICA  
Department of the Navy

By 

By direction of the Commander, Naval Facilities  
Engineering Command, acting under the direction  
of the Secretary of the Navy

APPROVED AS TO FORM  
AND LEGALITY:

  
Deputy Attorney General

Dated: February 15, 1979



CONSENT is hereby given to the attached license covering a portion of General Lease No. 3458, provided, however, that this consent shall in nowise be construed as varying in any respect the liabilities and obligations to the State of Hawaii of the lessee under said general lease; and provided further that no further assignment of said lease nor of any interest under said lease shall be made without the written consent of the Board of Land and Natural Resources being first obtained and endorsed thereon.

IN WITNESS WHEREOF, the STATE OF HAWAII by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be duly executed this 10th day of July, 1964.

STATE OF HAWAII

Approved by the Board  
at its meeting held on

July 10, 1964

By:

R. L. Summers

Chairman and Member  
Board of Land and  
Natural Resources

APPROVED AS TO FORM:

L. Akita  
Deputy Attorney General

And By:

J. M. M. M. M.  
Member

Board of Land and  
Natural Resources



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 18,429

October 2, 1978

EASEMENTS "B-3" AND "B-4"

FOR DRAINAGE PURPOSES

Mana, Waimea (Kona), Kauai, Hawaii

Being portions of the Government (Crown) Land of Waimea.

EASEMENT "B-3"

Beginning at the east corner of this easement and on the southwest side of Easement B for Roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KANALOA" being 14,141.29 feet North and 15,778.26 feet West, thence running by azimuths measured clockwise from True South:-

1. 48° 59' 30" 25.00 feet along the remainder of Government Land;
2. 99° 20' 20.00 feet along the remainder of Government Land;
3. 167° 30' 68.00 feet along the remainder of Government Land;
4. 228° 59' 30" 10.96 feet along the remainder of Government Land;
5. Thence along the southwest side of Easement B for Roadway, on a curve to the left with a radius of 502.50 feet, the chord azimuth and distance being:  
323° 17' 32" 75.36 feet, to the point of beginning and containing an AREA OF 1,911 SQUARE FEET.

EASEMENT "B-4"

Beginning at the southeast corner of this easement and on the northeast side of Easement B for Roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KANALOA" being 14,073.17 feet North and 15,685.91 feet West, thence running by azimuths measured clockwise from True South:-

1. 138° 59' 30" 112.00 feet along the northeast side of Easement B for Roadway;



October 2, 1978

2. Thence along the northeast side of Easement B for Roadway, on a curve to the right with a radius of 477.50 feet, the chord azimuth and distance being:  
140° 36' 30" 26.94 feet;
3. 279° 20' 67.68 feet along the remainder of Government Land;
4. 9° 20' 28.00 feet along the remainder of Government Land;
5. 322° 20' 24.00 feet along the remainder of Government Land;
6. 48° 59' 30" 7.00 feet along the remainder of Government Land;
7. 318° 59' 30" 45.00 feet along the remainder of Government Land;
8. 48° 59' 30" 14.00 feet along the remainder of Government Land, to the point of beginning and containing an AREA OF 2,901 SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Paul T. Nuha  
Paul T. Nuha  
Land Surveyor

Compiled from map fur.by  
Nav.Fac.Engr.Command,Pac.  
Div. and Govt.Survey  
Records.

gm

TRUE NORTH  
Scale: 1 inch = 30 feet

DRAINAGE EASEMENT "B-3"  
1911 Sq. Ft.

Easement "F" for Communication  
Cable Line (CSF 15,944)

14,141.29 N  
15,778.26 W  
"KANALOA" Δ

Government  
General Lease S-4222  
(CSF 15,648)

Easement "B" General Lease  
for Roadway (25.00  
feet wide)

Cables  
(CSF 14,517)

Land  
Sugar Co., Ltd.

DRAINAGE EASEMENT "B-4"  
2901 Sq. Ft.

14,073.17 N  
15,685.91 W  
"KANALOA" Δ

EASEMENTS "B-3" AND "B-4"  
FOR DRAINAGE PURPOSES  
Mana, Waimea (Kona) Kauai, Hawaii  
Scale: 1 inch = 30 feet

JOB K-8935  
C. BK 2, R. Nuha

EXHIBIT "B"

TAX MAP 1-2-02:1

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

C. S. F. No. 18,429

JMM. Oct. 2, 1978



**NASA Lease**

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
HONOLULU, HAWAII  
Division of Land Management  
May 14, 1965

Board of Land and  
Natural Resources  
Honolulu, Hawaii

Gentlemen:

DIRECT LEASE TO U. S.

KAUAI

STATUTE: Section 103A-90, R.L.H. 1955, Supplement of 1963.

APPLICANT: UNITED STATES OF AMERICA, Through its National  
Aeronautics and Space Administration (NASA)

FOR: Five (5) parcels of State land and appurtenant rights-  
of-way at Kokee, Kauai, being also a portion of the  
Kokee State Park.

AREA: The five (5) parcels contain an area of 16.065 acres and  
the rights-of-way comprise 6.40 acres for a total area  
of 22.465 acres, more or less.

TERM: Sixty-five (65) years.

RENTAL: \$600.00 per annum.

STATUS: Now in use for the purpose for which a lease is re-  
quested -- as a facility of the Pacific Missile Range  
of NASA, under a right-of-entry for construction.

REMARKS: The PMR site was first requested by the Navy, then local  
administrative agent for PMR, by letter from Admiral  
Solomons to Governor Quinn on February 5, 1960.

By letter, also dated February 5, 1960, Mr. Robert F.  
Ellis, the Commissioner of Public Lands, gave the Navy  
an immediate right-of-entry to construct the required  
facilities. The area was then under the Department of  
Agriculture and Conservation which concurred in the  
grant. It was proposed that the area be set aside to  
the Navy by Governor's Executive Order.

By letter of July 21, 1960, the Navy recognized the  
possibility that the Governor, under newly-acquired  
Statehood, might not have the authority to set State  
land aside to the United States. A lease was suggested  
but the State land law prior to the passage of Act 32  
in 1962 required all sales of leases to be made at pub-  
lic auction at the fair market value of the land.

The Land Board, at its July 22, 1960 meeting approved  
the Navy's request for a long-term lease subject to  
resolution of any legal problems resulting from the  
interim state of the land laws. The Legal Section was  
requested to attempt to iron out any legal problems  
which might exist.

It was decided to hold up processing of a lease until  
land law revision permitted more realistic dealing with  
government agencies.



May 14, 1965

By letter dated September 13, 1962, the Navy forwarded maps and descriptions of the five parcels and easements and requested a 65-year lease under the terms of Section 90 of Act 32.

Extensive negotiations as to terms and conditions of the lease, amount of rental etc., followed. As a lease document was about to be finalized, the Navy stepped out of the picture and the USAF moved in. More negotiations, this time with the U. S. Corps of Engineers, were required.

Now the USAF has bowed out and NASA is the current applicant. More minor modifications of the document are being made.

The Pacific Missile Range of the NASA installation is constructed and has been operative since 1961. The lease requested is to formalize the agreement.

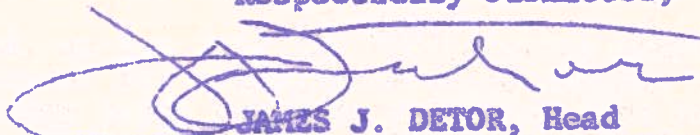
Unfortunately, no rental was considered or agreed on until in recent negotiations when the \$600.00 figure was set. It does not seem possible, under the circumstances, to make the rent retroactive.

**RECOMMENDATION:**

That the Board reaffirm the July 22, 1960 Board action to grant a lease to the United States for the PMR station at Rokee, Kauai, subject to the following:

1. That the lease be granted to the United States through its National Aeronautics and Space Administration rather than through the Navy or the USAF;
2. That the effective date of the lease be set at February 1, 1965 with annual rental of \$600.00 to begin on that date;
3. That the lease document be subject to approval as to form by the Legal Section;
4. Such other terms and conditions as the Chairman may deem necessary to carry out the intent of the Board.

Respectfully submitted,

  
JAMES J. DETOR, Head  
Division of Land Management

**RECOMMENDED FOR APPROVAL:**

  
JIM P. FERRY, Chairman

STATUS OF REAL ESTATE TRANSACTION  
PACDOCKS 11011/1

ITEM	ACTION	DATE	BY
Legal Description			
Recording			
Microfilm <i>On List</i>			
Summary Map			
Inventory			
Grantor-Grantee Index	<i>Bd. of Land &amp; Natural Resources - USA. (NASA)</i>		
District Land Register	<i>DLR 10-5-106 A</i>		
Amendment <i>add 22 Apr. 1999</i>		<i>4/22/99</i>	<i>HAF</i>
Termination <i>2/1/65 to 6/30/65 - indefinite Cr. to Year Extension for 65 yrs</i>			<i>HAF</i>
COMMENTS	<i>NASA use of 6 parcels of Land - 16.19 ACS. 16-20FT wide Right-of-Ways - 6.71 ACS. at Kokee Pacific Missile Range Facility (PMRF) Waimea, Kauai, HI. Amded..</i>		



Total Number of Pages:  
Tax Map Key No. (4) 1-4-01:3

DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
P.O. BOX 501  
HONOLULU 96809

WHEREAS, the Government desires that the general lease be amended; and

WHEREAS, the Board of Land and Natural Resources, at its meeting held on July 24, 1998, has approved the amendment to General Lease No. S-3917, for the purposes of: 1) deleting, in condition number 21, the reference to subleasing or granting any interest in the demised premises, and 2) including, in the lease's stated purpose on page one (1), paragraph two (2) the installation of privately-owned communication equipment in and upon government facilities.

NOW, THEREFORE, the Lessor and Government covenant and agree that the following paragraphs of General Lease No. S-3917, are hereby amended to be:

1. Page 1, paragraph 2, after "purposes" add "and for the installation of privately-owned communication equipment in and upon Government facilities within the demised premises."

2. Page 6, paragraph 21, delete ", sublease or grant."

Paragraphs 2 and 21 are subject, however, to the following:

- a. Consent by the Board of Land and Natural Resources shall be required for all license agreements for private use of Government facilities within the demised premises.
- b. The Lessor shall be entitled to that portion of all license fees attributable to use of the state land as determined by the Lessor's appraiser.
- c. The Government shall be entitled to that portion of all license fees attributable to use of the Government facilities as determined by the Government's appraiser.
- d. The Government shall be entitled to reimbursement by the licensees for all utilities and services provided to the licensees.



e. The Government shall be entitled to pro-rata reimbursement for costs associated with maintenance of licensed facilities and access thereto.

IN CONSIDERATION THEREOF, the Lessor and Government further agree that this Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3917, except as herein provided.

This Amendment, read in conjunction with the General Lease No. S-3917 sets forth the entire agreement between the Lessor and Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and Government. \_\_\_\_\_

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

STATE OF HAWAII

By Jon T. E. Kaula  
Chairperson and Member  
Board of Land and  
Natural Resources

LESSOR

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
July 24, 1998.

UNITED STATES OF AMERICA, NATIONAL  
AERONAUTICS AND SPACE  
ADMINISTRATION

By William H. Brubaker  
W.W. Brubaker, Director, Facilities  
Engineering Division

APPROVED AS TO FORM:

And By \_\_\_\_\_  
Its

GOVERNMENT

By Edith K. Kelly  
Deputy Attorney General

Dated: 4/9/99

wpd\gls-3917amendment\tmk(4)1-4-01\3waimcc\nasa.elk



- 4 -

DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
PO BOX 631  
HONOLULU, HAWAII 96809



RECORDATION REQUESTED BY:  
U. S. Army Engineer Division,  
Pacific Ocean

AFTER RECORDATION, RETURN TO:  
U. S. Army Engineer Division,  
Pacific Ocean (Ph. 542-986)

RETURN BY: MAIL ( ) PICKUP (X)

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

STATE OF HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE GENERAL LEASE NO. S-3917  
U. S. LEASE, CONTRACT NO. BA-94-626-ENG-102 NAS5-9926

1. THIS LEASE, made and entered into as of the 1st day of February, in the year one thousand nine hundred and sixty-five by and between the STATE OF HAWAII, represented by its Board of Land and Natural Resources, whose address is P. O. Box 621, Honolulu, Hawaii 96809, and whose interest in the property hereinafter described is that of fee simple owner, for itself, its successors and assigns, hereinafter called the "Lessor," and THE UNITED STATES OF AMERICA, hereinafter called the "Government":

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government six (6) ~~five (5)~~ parcels of land and appurtenant access, utility and aerial line-of-sight rights-of-way, described on Exhibit "A" attached hereto and made a part hereof, for communication, research, development, testing, tracking, evaluation, guidance and related Government purposes, *and for the installation of privately-owned COM ...*

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 1 through June 30, 1965, provided that, unless and until

*Amend 1*

the Government or the Lessor shall give notice of termination in accordance with provisions 10 and 11 hereof, this lease shall remain in force thereafter from year to year without further notice; provided, further, that adequate appropriations are available from year to year for the payment of rentals; and provided, further, that this lease shall in no event extend beyond 65 years.

4. The Lessor reserves unto itself:

(a) The right of ingress, egress and regress for its agents and representatives over the demised premises at any time for the purpose of performing any public or official duties; provided, that such reserved right shall be exercised only by agents or representatives who have security clearance and then only at times established by giving the Government at least twenty-four hours prior notice and, further, that such right shall be exercised only in company with a responsible official of the Government if the Government so requires.

(b) All ground and surface waters, ores, minerals and mineral rights of every description on, in or under the demised premises but it shall utilize or permit others to utilize the said reserved waters, ores, minerals and mineral rights during the term of this lease only with the consent of the Government.

"Minerals" as used herein shall mean any or all oil, gas, coal, phosphate, sodium, sulfur, iron, titanium, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, in, on or under the land; provided, that "minerals" shall not include any of the foregoing substances and deposits when used in road or building construction in furtherance of the Lessee's permitted activities on the demised premises and not for sale to others.

(c) So much of the rocks, coral, soil, gravel or similar material in or on the demised premises as the Lessor may require for any and all purposes; provided, that the Government shall have the right, subject to prior approval of the Lessor, to develop and use the same for construction projects on the demised premises.



THE LESSOR AND THE GOVERNMENT, IN CONSIDERATION OF THE PREMISES,  
COVENANT AND AGREE AS FOLLOWS:

5. The Government shall pay the Lessor rental at the following rate: Two Hundred Fifty Dollars (\$250.00) for the initial period and Six Hundred Dollars (\$600.00) for each successive annual term, the rent for each term to be paid at the end of its respective fiscal year. In the event of termination of this lease within a fiscal year, the proportionate share of the rental due shall be paid as soon after the date of termination as practicable. Invoices for rental due under the terms of this lease shall be submitted to the Fiscal Officer, Goddard Space Flight Center, Greenbelt, Maryland.

6. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased, and such fixtures, additions, structures and signs shall be and remain the property of the Government and may be removed or disposed of by the Government prior to the termination of this lease; provided, however, that all such fixtures, additions, structures and signs shall be so designed and placed as to detract as little as possible from the natural beauty of the surrounding area, and plans for such placement or construction, to the extent permitted by security considerations, shall be reviewed by the Lessor prior to such placement or construction.

Upon the expiration or sooner termination of this lease, at the option of the Lessor, the Government may be permitted to abandon said fixtures, structures and signs in place or be required to remove or otherwise dispose of them and restore the area to a condition comparable to that existing at the beginning of this lease, reasonable and ordinary wear and tear and damage by the elements excepted; provided, however, that if such restoration is required by the Lessor, the Lessor shall so notify the Government in writing at least thirty (30) days prior to the expiration date or sooner termination of this lease, and provided, further, that the Government shall have the right, in lieu of such restoration, to make a cash settlement with the Lessor and abandon such fixtures, structures and signs in place.

7. The Government, during the term of this lease and at its own cost and expense, shall at all times keep in good repair all Government improvements now on or hereafter to be constructed on the demised premises.

8. In order to prevent the introduction of undesirable plant species in the area, the Government shall not plant any trees, shrubs, flowers or other plants in the leased area except those approved for such planting by the Lessor.

9. The Government shall not knowingly appropriate, damage, remove, excavate, disfigure, deface or destroy any object of antiquity, prehistoric ruin or monument.

10. The Government may terminate this lease at any time by giving ninety (90) days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination and surrender of the premises.

11. The Lessor may terminate this lease at any time by giving the Government sixty (60) days' notice in writing in the event the Government violates any of the terms and conditions of this lease and continues and persists in such violation for a period of sixty (60) days from date of receipt of notice in writing of such violation.

12. The Government shall have exclusive use and control of existing or future fenced areas and/or surface areas occupied by Government improvements or facilities, it being mutually understood and agreed that the Lessor shall have joint use of all other areas and rights-of-way herein demised; provided, however, that the Lessor shall not construct any facilities within the joint use area and shall not interfere with any utility lines or line-of-sight rights-of-way located on or above and serving the leased premises without obtaining the written consent of the Government.

13. No representative of the Government nor any person using the demised premises at the invitation and/or permission of the Government shall hunt, pursue, kill or take any game or destroy any wildlife in the area unless such person is duly licensed by the Lessor, has a hunting permit and is acting in accordance with the Lessor's rules and regulations and other State laws pertinent thereto.



14. The Government shall not make, permit or suffer any waste, strip, spoil, nuisance, damage, or unlawful, improper or offensive use of the demised premises.

15. The Government shall observe and comply with all rules, regulations, ordinances and laws of any county, municipal or State governmental authority applicable to the demised premises and not inconsistent with the Government's regulations relating to the use of the premises for the use herein set forth or any other comparable use.

16. The Government will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the Lessor in connection with its use of the premises described herein.

17. In recognition of the limited amount of land available for public use, of the importance of forest reserves and watersheds in Hawaii, and of the necessity for preventing or controlling erosion, the Government hereby agrees that, commensurate with its use of the premises, it will take reasonable precautions during its use of the premises herein demised to prevent damage to or destruction of vegetation, wildlife and forest cover, geological features and related natural resources and improvements constructed by the Lessor, help preserve the natural beauty of the premises, protect and prevent pollution or contamination of all ground and surface waters and that it will remove or otherwise effectively dispose of all trash, garbage and other waste materials resulting from Government use of said premises.

18. The Government shall take every reasonable precaution to prevent the start of any fire on the demised premises and shall take immediate and continuing action to extinguish any and all fires on the said premises or fires started by or resulting from any act or omission of the Government. Further, the Government shall establish and at all times maintain a standard operating procedure for fighting fires within or adjacent to the subject leased property

resulting from Government activities during its use and occupancy of the premises. Government personnel actually using the premises shall be familiar with said standard procedure including the means of implementation.

19. The Government hereby agrees that the use and enjoyment of the land herein demised shall not be in support of any policy which discriminates against anyone based upon race, creed, color or national origin.

20. The Lessor will not be responsible for any loss, liability, claim, or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission in connection with the Government's use of the premises described herein.

*Amend 1*  
21. The Government shall not assign, ~~sublease or grant~~ any interest in the demised premises.

22. In the event that the leased property is not used by the Government for the purpose stated in paragraph 2 hereof for a period of three (3) consecutive years, this lease may be terminated upon sixty (60) days' written notice from the Lessor to the Government; provided, however, that, if prior to the expiration of the aforesaid sixty (60) day period the Administrator of National Aeronautics and Space Administration or his duly authorized representative shall find and determine that the leased property is required for a comparable use and shall notify the Lessor in writing of this finding and determination, this lease will continue in effect; provided, further, that periods during which a national emergency has been declared by the President or the Congress of the United States shall not be included in the said three-year-period. The Government agrees that current Government standards concerning adequate utilization shall be applied to these premises; that such comparable use shall be communicated to the Lessor immediately after such finding and determination by the said Administrator of National Aeronautics and Space Administration or his duly authorized representative; and that the



Government shall use the property for the new use within six (6) months after said finding and determination.

23. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at P. O. Box 621, Honolulu, Hawaii 96809, and if given by the Lessor shall be addressed to the Director Goddard Space Flight Center, Greenbelt, Maryland, Attn: Dr. Costt.

24. The Government's compliance with all obligations placed on it by this lease shall be subject to the availability of funds.

25. The Lessor's compliance with any obligations which may be placed on it by this lease shall be subject to the availability of funds and/or personnel.

26. The failure of the Lessor to insist upon strict performance of any term, covenant, or condition herein, or to exercise any right herein conferred or reserved, in any one or more instances, shall not be deemed a waiver or relinquishment of any such term, covenant, condition or right.

27. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

28. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

29. (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Administrator of NASA or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of this lease; provided that the existence of facts upon which the Administrator of NASA or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

~~10. This lease is not subject to Title 10, United States Code, Section 2662,~~ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

STATE OF HAWAII

By: *John P. Long*  
Chairman and Member  
Board of Land and  
Natural Resources

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

THE UNITED STATES OF AMERICA

By: *John W. Townsend Jr.*  
for *John F. Wank*  
Acting Director

8/16/65

APPROVED AS TO FORM:

*[Signature]*  
*George Anthony Jensen*  
4-7-65



KOKEE PACIFIC MISSILE RANGE FACILITY

LAND SITUATE AT WAIMEA, ISLAND OF KAUAI  
STATE OF HAWAII

BEING PARCELS A THRU F, TOGETHER WITH THE LANDS

DESIGNATED AS RIGHTS OF WAY 1 THRU 16

APPURTENANT THERETO FOR ACCESS AND UTILITY PURPOSES

SAID LANDS ARE DESCRIBED AS FOLLOWS:

Being the lands situated within the Government land of Napali - Kona set aside for Kokee Park and Forest Reserve by Governor's Executive Order No. 1509.

PARCEL A

Beginning at a point on the Northeast boundary of this piece of land (being also the initial point for Right of Way 1), said point of beginning being by azimuth (measured clockwise from True South) and distance 158° 13' 33" 276.62 feet from Government Survey Triangulation Station "HALE 2" located within the land here described and thence running by azimuths:

- |    |      |     |     |  |
|----|------|-----|-----|--|
| 1. | 287° | 00' | 00" | 185.00 feet;   |
| 2. | 349° | 35' | 00" | 406.20 feet;   |
| 3. | 68°  | 00' | 00" | 315.00 feet;   |
| 4. | 158° | 00' | 00" | 375.00 feet;   |
| 5. | 214° | 23' | 30" | 280.20 feet;   |
| 6. | 287° | 00' | 00" | 25.00 feet to the point of beginning and containing an area of 3.79 acres, more or less. |

PARCEL B

Beginning at the point on the Southeast boundary of this piece of land (being also the initial point for Right of Way 2), the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 1354.52 feet North and 267.92 feet East, and thence running by azimuths measured clockwise from True South:

- |    |      |     |   |
|----|------|-----|---|
| 1. | 17°  | 44' | 80.00 feet;   |
| 2. | 107° | 44' | 190.00 feet;  |
| 3. | 197° | 44' | 285.00 feet;  |
| 4. | 287° | 44' | 190.00 feet;  |
| 5. | 17°  | 44' | 205.00 feet and passing over a point at 158.98 feet, being the end of the center line for Right of Way 12 to the point of beginning and containing an area of 1.24 acres, more or less. |

PARCEL C

Beginning at a point on the Southwest boundary of this piece of land (being also the initial point for Right of Way 3), the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2267.77 feet North and 727.89 feet East and thence running by azimuths measured clockwise from True South:

NAS5-9926  
EXHIBIT "A"

- |    |              |  |
|----|--------------|--|
| 1. | 118° 46' 00" | 25.00 feet;  |
| 2. | 212° 41' 30" | 139.34 feet and passing over a point at 107.79 feet, being the initial point for Right of Way 6; |
| 3. | 292° 45' 50" | 96.58 feet and passing over a point at 75.00 feet, being the initial point for Right of Way 4;   |
| 4. | 18° 00' 00"  | 151.78 feet;   |
| 5. | 118° 46' 00" | 108.94 feet to the point of beginning and containing an area of 0.38 acre, more or less.         |

PARCEL D

Beginning at a point on the Southwest boundary of this piece of land, being also the end of the center line for Right of Way 4, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 3420.96 feet North and 1292.22 feet East and thence running by azimuths measured clockwise from True South:

- |    |              |  |
|----|--------------|--|
| 1. | 112° 45' 50" | 220.00 feet;   |
| 2. | 202° 45' 50" | 571.92 feet;   |
| 3. | 279° 15' 00" | 147.16 feet and passing over a point at 122.16 feet, being the initial point for Right of Way 5; |
| 4. | 292° 45' 50" | 176.90 feet;   |
| 5. | 8° 43' 30"   | 412.31 feet;   |
| 6. | 22° 45' 50"  | 206.31 feet;   |
| 7. | 112° 45' 50" | 200.00 feet to the point of beginning and containing an area of 5.33 acres, more or less.        |

PARCEL E

Beginning at a point on the Southwest boundary of this piece of land, being also the end of the center line for Right of Way 5, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 4467.00 feet North and 1505.03 feet East, and thence running by azimuths measured clockwise from True South:

- |    |          |   |
|----|----------|---|
| 1. | 99° 15'  | 200.00 feet;  |
| 2. | 189° 15' | 464.81 feet;  |
| 3. | 279° 15' | 168.08 feet;  |
| 4. | 189° 15' | 216.26 feet;  |
| 5. | 279° 15' | 277.02 feet;  |
| 6. | 9° 15'   | 216.26 feet;  |
| 7. | 99° 15'  | 80.32 feet;   |
| 8. | 9° 15'   | 464.81 feet;  |
| 9. | 99° 15'  | 164.78 feet to the point of beginning and containing an area of 5.27 acres, more or less. |

PARCEL F

Beginning at the West corner of this piece of land on the southeasterly boundary of Right of Way 4, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2501.54 feet North and 532.27 feet East, and thence running by azimuths measured clockwise from True South:



- |    |              |   |
|----|--------------|---|
| 1. | 202° 45' 50" | 160.00 feet along Right of Way 4;   |
| 2. | 292° 45' 50" | 50.00 feet;   |
| 3. | 22° 45' 50"  | 160.00 feet;  |
| 4. | 112° 45' 50" | 50.00 feet to the point of beginning and containing an area of 0.18 acre, more or less. |

RIGHT OF WAY 1

Being a strip of land fifty (50) feet wide and extending twenty-five (25) feet on each side of the following described center line:

Beginning at the Southwest end of this strip of land (being also the initial point of Parcel A), said point of beginning being by azimuth (measured clockwise from True South) and distance 158° 13' 33" 276.62 feet from Government Survey Triangulation Station "HALE 2" and thence running by azimuths:

- |    |              |              |  |
|----|--------------|--------------|--|
| 1. | 197° 00' 00" | 400.00 feet; | thence on a curve to the left, with a radius of 228.20 feet, the chord azimuth and distance being: |
| 2. | 184° 38' 30" | 97.68 feet;  |  |
| 3. | 172° 17' 00" | 43.50 feet   | to the Southeasterly side of Kokee Road and containing an area of 0.62 acre, more or less.         |

RIGHT OF WAY 2

Being a strip of land fifty (50) feet wide and extending twenty-five (25) feet on each side of the following described center line:

Beginning at the West end of this strip of land (being also the initial point for said Parcel B, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 1354.52 feet North and 267.92 feet East, and thence running by an azimuth measured clockwise from True South:

- |    |          |   |
|----|----------|---|
| 1. | 287° 44' | 49.00 feet to the Northwest side of Kokee Road and containing an area of 0.06 acre, more or less. |
|----|----------|---|

RIGHT OF WAY 3

Being a strip of land fifty (50) feet wide and extending twenty-five (25) feet on each side of the following described center line:

Beginning at the Northeast end of this strip of land (being also the initial point for Parcel C), the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2267.77 feet North and 727.89 feet East, and thence running by azimuths measured clockwise from True South:

- |    |              |             |   |
|----|--------------|-------------|---|
| 1. | 28° 46' 00"  | 74.38 feet; | thence on a curve to the left, with a radius of 60.00 feet, the chord azimuth and distance being:   |
| 2. | 345° 04' 15" | 82.90 feet; |   |
| 3. | 301° 22' 30" | 84.00 feet  | to the Northwest side of Kokee Road (being also the end of the center line hereinafter described for Right of Way 14), and containing an area of 0.29 acre, more or less. |

RIGHT OF WAY 4

Being a strip of land one hundred fifty (150) feet wide and extending seventy-five (75) feet on each side of the following described center line:

Beginning at the Southwest end of this strip of land on the Northeast boundary of Parcel C, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2368.05 feet North and 850.40 feet East, and thence running by an azimuth measured clockwise from True South:

1. 202° 45' 49" 1141.85 feet to a point on the Southwest boundary of Parcel D, described below and containing an area of 3.93 acres, more or less.

RIGHT OF WAY 5

Being a strip of land fifty (50) feet wide and extending twenty-five (25) feet on each side of the following described center line:

Beginning at the Southwest end of this strip of land on the Northerly boundary of Parcel D, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 4013.82 feet North and 1431.23 feet East, and thence running by an azimuth measured clockwise from True South:

1. 189° 15' 00" 459.15 feet to a point on the Southwest boundary of Parcel E and containing an area of 0.53 acre, more or less.

RIGHT OF WAY 6

Being a strip of land twenty (20) feet wide and extending ten (10) feet on each side of the following described center line:

Beginning at the Southeast end of this strip of land on the Northwesterly boundary of Parcel C, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2370.51 feet North and 764.20 feet East, and thence running by an azimuth measured clockwise from True South:

1. 142° 46' 50.00 feet and containing an area of .02 acre, more or less.

RIGHT OF WAY 7

Beginning at the North corner of this piece of land, also being the East corner of Parcel C, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2359.70 feet North and 870.30 feet East, and thence running by azimuths measured clockwise from True South:

1. 292° 45' 50" 53.42 feet along Right of Way 4;
2. 86° 44' 13.18 feet;
3. 352° 46' 20.00 feet;



- |             |  |
|-------------|--|
| 4. 82° 46'  | 54.71 feet;  |
| 5. 198° 00' | 50.63 feet along Parcel C to the point of<br>beginning and containing an area of<br>0.04 acre, more or less. |

RIGHT OF WAY 8

Beginning at the North corner of this piece of land on the Southwesterly boundary of Parcel C, also being on the Northeast corner of Right of Way 3, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2255.74 feet North and 749.80 feet East, and thence running by azimuths measured clockwise from True South:

- |             |  |
|-------------|--|
| 1. 298° 46' | 38.99 feet along Parcel C;   |
| 2. 22° 46'  | 50.00 feet;  |
| 3. 112° 46' | 44.46 feet;  |
| 4. 208° 46' | 54.36 feet along Right of Way 3 to the point of<br>beginning and containing an area of<br>0.05 acre, more or less. |

RIGHT OF WAY 9

Beginning at the West corner of this piece of land on the Southeasterly side of Kokee Road, being also the Northeast corner of Right of Way 1, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 800.01 feet North and 39.80 feet East, and thence running by azimuths measured clockwise from True South:

- |                 |  |
|-----------------|--|
| 1. 228° 09' 40" | 13.54 feet along the Southeasterly side of Kokee<br>Road;  |
| 2. 237° 09' 20" | 33.87 feet along the Southeasterly side of Kokee<br>Road;  |
| 3. 327° 09' 20" | 16.66 feet and passing over a point at 9.16 feet,<br>being the initial point for Right of<br>Way 10;   |
| 4. 18° 55' 00"  | 114.69 feet to the East side of Right of Way 1;<br>thence along the East side of Right of<br>Way 1, on a curve to the left with a<br>radius of 253.20 feet, the chord azimuth<br>and distance being: |
| 5. 176° 16' 40" | 35.28 feet;  |
| 6. 172° 17' 00" | 60.44 feet along the East side of Right of Way 1,<br>to the point of beginning and contain-<br>ing an area of 0.06 acre, more or less.   |

RIGHT OF WAY 10

Being a strip of land fifteen (15) feet wide and extending seven and one-half (7.5) feet on each side of the following described center line:

Beginning at the Southwest end of this strip of land, being also a point on the Northeastly boundary of Right of Way 9, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 819.72 feet North and 82.42 feet East, and thence running by azimuths measured clockwise from True South:

1. 237° 09' 20" 59.93 feet;  
thence on a curve to the left with a  
radius of 252.50 feet, the chord azimuth  
and distance being:
2. 215° 04' 40" 189.81 feet;
3. 193° 00' 00" 127.68 feet;  
thence on a curve to the right with a  
radius of 997.50 feet, the chord azimuth  
and distance being:
4. 195° 00' 00" 69.62 feet;
5. 197° 00' 00" 179.08 feet to a point on the Southwest boundary of  
Right of Way 11, and containing an area  
of 0.22 acre, more or less.

RIGHT OF WAY 11

Beginning at a point on the Southwest boundary of this piece of land (said initial point being also the end of the center line of Right of Way 10), the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 1370.48 feet North and 340.95 feet East, and thence running by azimuths measured clockwise from True South:

1. 107° 00' 00" 9.76 feet;
2. 194° 37' 50" 22.75 feet and passing over a point at 11.66 feet,  
being the initial point for Right of  
Way 12;
3. 291° 30' 00" 19.76 feet and passing over a point at 12.26 feet,  
being the initial point for Right of  
Way 13;
4. 21° 02' 00" 21.23 feet;
5. 107° 00' 00" 7.50 feet to the point of beginning and containing  
an area of 0.01 acre, more or less.

RIGHT OF WAY 12

Being a strip of land ten (10) feet wide and extending five (5) feet on each side of the following described center line:

Beginning at the Southeast end of this strip of land on the Northwest boundary of Right of Way 11, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 1384.61 feet North and 334.57 feet East, and thence running by an azimuth measured clockwise from True South:

1. 104° 37' 50" 54.40 feet to the Southeast boundary of Parcel B  
and containing an area of 0.01 acre,  
more or less.

RIGHT OF WAY 13

Being a strip of land fifteen (15) feet wide and extending seven and one-half (7.5) feet on each side of the following described center line:

Beginning at the South end of this strip of land on the Northeast boundary of Right of Way 11, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 1390.85 feet North and 348.78 feet East, and thence running by azimuths measured clockwise from True South:



- |                 |              |  |
|-----------------|--------------|--|
| 1. 201° 30' 00" | 68.00 feet;  | thence on a curve to the right with a radius of 137.50 feet, the chord azimuth and distance being: |
| 2. 227° 31' 30" | 120.66 feet; |  |
| 3. 253° 33' 00" | 68.88 feet;  | thence on a curve to the left with a radius of 152.50 feet, the chord azimuth and distance being:  |
| 4. 228° 21' 30" | 129.82 feet; |  |
| 5. 203° 10' 00" | 105.46 feet; | thence on a curve to the left with a radius of 1002.50 feet, the chord azimuth and distance being: |
| 6. 200° 30' 00" | 93.28 feet;  |  |
| 7. 197° 50' 00" | 19.74 feet;  | thence on a curve to the right with a radius of 997.50 feet, the chord azimuth and distance being: |
| 8. 200° 47' 30" | 102.96 feet; |  |
| 9. 203° 45' 00" | 125.89 feet  | to the South end of Right of Way 14 and containing an area of 0.29 acre, more or less.             |

RIGHT OF WAY 14

Being a strip of land twenty (20) feet wide and extending ten (10) feet on each side of the following described center line:

Beginning at the South end of this strip of land, said initial point being also on the North boundary of Right of Way 13, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2053.70 feet North and 798.39 feet East, and thence running by azimuths measured clockwise from True South:

- |                 |             |   |
|-----------------|-------------|---|
|                 |             | Following along a curve to the left with a radius of 14.00 feet, the chord azimuth and distance being:  |
| 1. 168° 11' 30" | 16.28 feet; |   |
| 2. 132° 38'     | 13.43 feet  | to the Northwest side of Kokea Road, being also the end of the center line for Right of Way 3, and containing an area of 0.01 acre, more or less. |

RIGHT OF WAY 15

Being a strip of land ten (10) feet wide and extending five (5) feet on each side of the following described center line:

Beginning at the Southwesterly end of this strip of land, being also a point on the East boundary of Parcel D, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 3931.48 feet North and 1617.50 feet East, and thence running by azimuths measured clockwise from True South:

NAS5-9926  
EXHIBIT "A"

1.	292°	09'	00"	173.00 feet;
2.	200°	37'	10"	50.24 feet;
3.	189°	00'	00"	169.50 feet;
4.	202°	00'	00"	117.00 feet;
5.	203°	34'	10"	73.03 feet;
6.	200°	29'	00"	151.05 feet;
7.	204°	56'	10"	39.05 feet;
8.	213°	52'	40"	303.01 feet;
9.	212°	51'	10"	177.01 feet;
10.	217°	46'	30"	42.05 feet;
11.	222°	53'	10"	48.04 feet;
12.	231°	47'	20"	20.10 feet;
13.	240°	38'	10"	73.11 feet;
14.	236°	25'	50"	107.02 feet;
15.	221°	04'	50"	186.00 feet;
16.	140°	00'	00"	179.00 feet;
17.	184°	36'	30"	70.00 feet;
18.	229°	36'	30"	60.00 feet;
19.	274°	36'	30"	40.00 feet;
20.	229°	36'	30"	290.00 feet to the end of this strip of land and containing an area of 0.54 acre, more or less.

RIGHT OF WAY 16

Being a strip of land twenty (20) feet wide and extending ten (10) feet on each side of the following described center line:

Beginning at the Northwest end of this strip of land on the Southeasterly boundary of Parcel C, the coordinates of said point of beginning from Government Survey Triangulation Station "HALE 2" being 2269.48 feet North and 840.99 feet East, and thence running by an azimuth measured clockwise from True South:

- |    |      |     |  |
|----|------|-----|--|
| 1. | 322° | 46' | 68.00 feet and containing an area of 0.03 acre,<br>more or less. |
|----|------|-----|--|

Area of Parcels A through F totals 16.19 acres.

Area of Rights of Way 1 through 16 totals 6.71 acres.



# COMPLETED TRANSACTION FORM

ACTIVITY: PACMISRANFAC

PROJECT: Amendment of State General Lease No S-3917 to provide for subleasing to telecommunications service providers

DOCUMENT NO. Amendment of State General Lease No S-3917 (NASS-9926)

PREVIOUS DOCUMENT NO. (if applicable): State General Lease No S-3917

AREA (SQ FT/ACREAGE): N/A

PREVIOUS PR NO. (if available): N/A

	INITIALS	DATE
1. Project Manager	CC	7/28/95
<input checked="" type="checkbox"/> a. Prepare distribution correspondence for signature. <input checked="" type="checkbox"/> b. Attach signed original/duplicate, place copy in project file. <input checked="" type="checkbox"/> c. Complete & attach APR N/A <input checked="" type="checkbox"/> d. Complete tickler/suspense card. Tickler Dates: Term N/A Liability Insurance N/A Fire Insurance N/A <input checked="" type="checkbox"/> e. Copy to City & County Tax Department Commercial outgrants one year or more (lease/license/permit) NOT APPLICABLE		
2. 241	rob	7/1
3. 24	jmc	7/14
6. 2414 (Data Input)	gnd	7/13
7. 241C/241C1 RPI Action		PR NO.
DLR Action		10-5-106A DLR NO.
a. DLR Index and File b. Summary Map Entry c. Microfilm		
8. 202F RPI Class II (Only if Class II is involved)		PR NO.
9. 2414 (Data Input - only if change in DLR information)	gnd	7/13
10. Project Manager		

## **Navy-NASA Use Permit**



USE PERMIT  
BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GODDARD SPACE FLIGHT CENTER  
AND  
DEPARTMENT OF THE NAVY  
COVERING THE USE OF PORTIONS  
OF THE  
KOEKE PARK GEOPHYSICAL OBSERVATORY (KPGO)

**I. AUTHORITY**

Pursuant to the authority of the National Aeronautics and Space Act (51 U.S.C. 20113(e)) the National Aeronautics and Space Administration (NASA) hereby grants to Department of the Navy, acting by and through the Naval Facilities Engineering Command, Hawaii (Herein referred to as "NAVY"), , as pertaining to activities at the NASA, Goddard Space Flight Center, Kokee Park Geophysical Observatory (herein referred to as NASA, GSFC, or KPGO) a Use Permit (Permit) for the use of portions of the (KPGO) described in Exhibits A and B attached hereto and made a part hereof (herein referred to as the "Premises"). NAVY shall have the exclusive use of the facilities identified as "Exclusive Use Facilities" on Exhibit A. NAVY shall have exclusive use of the areas identified as "Exclusive Use Areas" on Exhibit B. Although NAVY shall have Exclusive Use of the facilities and areas identified in Exhibits A and B, NASA may enter into facilities or areas identified in Exhibits A and B upon providing reasonable advance notice for the purpose of inspection, inventory, or when otherwise deemed necessary for the protection of NASA interests. NAVY shall have non-exclusive use of the areas identified as "Common Use Areas" on Exhibit B. NASA and NAVY are herein referred to as the "Parties".

All activities under this Permit must be in compliance with the executed lease, as amended, between the State of Hawaii, Department of Land and Natural Resources S-3917 dated 1 February 1965, and amended by NAS5-9926 dated 22 April 1999. The entire lease, as amended, takes precedence over any provisions in the Permit and is herein incorporated as Exhibit C.

**II. PURPOSE**

This Permit defines the requirements for NAVY use of the Premises at KPGO and establishes roles and responsibilities for the Parties at said Premises. In addition, this Permit will serve as the real estate agreement for the Parties and will follow all guidance set forth in Section 6 of NPR 8800.15b and 14 CFR 1204 subpart 5. Under the terms of this Permit, the NAVY will utilize NASA GSFC facilities at the Premises for the purpose of conducting Pacific Missile Range Facility mission support with radar, telemetry, and communications services at the NASA owned facilities

**ORIGINAL**

### **III. OCCUPANCY AND USE**

In addition to this Permit, there is also a Memorandum of Agreement (MOA) between the National Aeronautics and Space Administration and Department of the Navy, Pacific Missile Range Facility, Barking Sands, which contains terms and conditions of NAVY's occupancy and use of the Premises. In the event of conflict between this Permit and the MOA, the Permit will prevail in connection with all Real Estate matters, to include but not limited to improvements and accountability. The MOA will prevail in regards to all other aspects of the agreement. The intention of this Permit is to establish more specific terms in connection with NASA real estate utilized by NAVY.

KPGO provides observations and facilities necessary to the fulfillment of NASA's mission and other national and international agreements consistent with its critical geodetic operations and capabilities. Furthermore, since KPGO geodetic observations are used daily in the operation of systems critical to national security, such as the Global Positioning System, it is required that this Permit between Parties does not compromise the geodetic mission of the KPGO. More specifically, any electromagnetic, optical, and mechanical (vibrational) interference to the sensitive instrumentation at the KPGO will not be tolerated and must be avoided.

### **IV. PRIORITY OF USE**

Any schedule or milestone in this Use Permit is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or NAVY, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this Permit.

### **V. REIMBURSEMENT FOR USE**

Reimbursement attributable to Partner for use of the premises will be in accordance with the MOA and any other agreements that the Parties may negotiate.

### **VI. ACCOUNTABILITY**

NASA will retain property accountability for all NASA-owned real property reflected in Exhibits A and B to this Permit. Accountability for NAVY-owned and funded, non-severable improvements, including additions, will be the responsibility of NAVY. NAVY may transfer improvements to NASA-owned real property listed in Exhibits A and B, to NASA upon termination of the Permit in accordance with applicable laws and regulations. Any NAVY improvements constructed by NAVY on NASA controlled land will not be transferred to NASA without approval from Facilities and Real Estate Division (FRED) of NASA Headquarters. NAVY will promptly report to NASA any loss, damage or destruction to any NASA-owned real property. NAVY will assist



NASA with inventories and annual property reports as prescribed by the Federal Management Regulations.

## **VII. ALTERATIONS, MODIFICATIONS, AND ADDITIONS TO THE PREMISES**

Major alterations, modifications and additions to the Premises will not be undertaken by NAVY without prior approval of the Director, Management Operations Directorate, NASA GSFC. Construction plans and specifications for such projects will be furnished to NASA GSFC for review and concurrence. The NASA GSFC review will consider such factors as compliance with the NASA GSFC Master Facility Plan, compliance with NASA facility standards, compatibility with existing NASA facilities and utility systems and NASA safety criteria. NAVY will provide NASA GSFC with original project drawings updated to "as-built" configuration and the financial information required by federal property capitalization criteria for all NAVY projects not accomplished by NASA GSFC. In the construction of projects at NASA GSFC, NAVY will bear the ultimate responsibility for compliance with the National Environmental Policy Act of 1969, as amended, after proper consultation and coordination with NASA GSFC. Application for state or federal environmental permits required for construction will be accomplished by NAVY. Environmental permits for operations are the responsibility of NAVY but must be fully coordinated with NASA GSFC to ensure there is no interference with NASA GSFC current operations or future development.

## **VIII. BUILDING OPERATIONS, MAINTENANCE, AND PROTECTION**

A. NAVY will perform all operations and maintenance to the facilities and security of the same covered under Exhibit A of this Permit at no cost to NASA. This shall include protective maintenance and corrective maintenance of the facilities and infrastructure.

B. Responsibilities for the routine maintenance of the common use areas including roads and sidewalks are described in the MOA.

## **IX. RESTORATION OR REPLACEMENT OF FACILITIES AND EQUIPMENT LOST OR DAMAGED BY ACCIDENT OR DISASTER**

Responsibility for restoration or replacement of the Facilities identified on Exhibit A and built-in or affixed equipment located within the Premises which is lost or damaged by accident or disaster incident to the activities of either NASA GSFC or NAVY shall be assumed by the Party whose action is the proximate cause of the loss. If no Party action is involved due to natural disaster, act of God or act of war, then the Party having initially funded the construction of the building will be responsible for the restoration or replacement of the building. No restoration or replacement shall be made unless, in the opinion of the responsible Party, such restoration or replacement is necessary to accomplish the Agency's program objectives.

## **X. ENVIRONMENTAL CONDITION, MANAGEMENT, AND COMPLIANCE**

**X.1. Definitions** - As used in this Permit, "Hazardous Material" shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant; (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof; (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or a reproductive toxicant; or (d) otherwise regulated pursuant to any Environmental Law. As used in this Permit, "Environmental Law" shall mean all Federal, State, and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations, and similar requirements of all Federal, State, and local governmental agencies or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. As used in this Permit, "Permit Activities" shall mean the lawful activities of the NAVY that are part of the ordinary course of the NAVY's business in accordance with the Permitted Use. As used in this Permit, "Materials" shall mean the materials handled, used, or stored by the NAVY in the ordinary course of conducting Permit activities. As used in this Permit, "Permit Applications" shall mean permit application forms and supporting documentation, Notice of Intent forms and supporting documentation, registration forms, license forms, or other regulatory approval requests.

**X.2. General Compliance** - The NAVY shall ensure that all operations, activities, equipment, and facilities are in compliance with all Federal, State of Hawaii, and local environmental laws, statutes, regulations, and ordinances. Unless stated in this agreement, the NAVY shall be solely responsible for compliance with aforementioned environmental regulatory requirements including environmental permits. The NAVY shall be considered an independent entity responsible for its own actions for the purposes of environmental compliance and permitting matters. If formal enforcement actions are taken against NASA for environmental violations due to the NAVY's actions or inactions, the NAVY shall reimburse NASA for any fines or penalties assessed.

**X.3. Existing Environmental Hazards** - The NAVY accepts the facilities associated with this agreement in an "as is" environmental condition. The NAVY is responsible for mitigating/protecting workers from any environmental hazards and disposing of any disturbed hazardous materials according to environmental laws and regulations. Examples: lead-based paint, asbestos, polychlorinated biphenyl (PCB)-containing paint, PCB-containing electrical equipment, etc.

**X.4. National Environmental Policy Act (NEPA)** - The NAVY is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in applicable NEPA documentation associated with the Permit Activities. Should Permit activities trigger the need for NEPA documentation during the term of the Permit that did not already exist prior to commencement of the Permit activity, the NAVY is responsible to fund those NEPA requirements, and involve NASA throughout the process as necessary.



**X.5 Historical and Cultural Resources** – The NAVY shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, the NAVY shall cease its activities at the site and immediately notify said NASA offices and protect the site and material from further disturbance until said NASA offices give clearance to proceed. Any costs resulting from this delay shall be the responsibility of the NAVY. Any known "artifacts" associated with the facility will be removed before modifications/demolition and processed through the GSA Portal.

**X.6 Waste Management and Disposal** - All wastes generated by the NAVY shall be properly containerized, stored, labeled, manifested, shipped, and disposed of by the NAVY in full regulatory compliance at the NAVY's expense. Hazardous wastes generated by the NAVY shall be manifested, shipped, and disposed of under the NAVY's Environmental Protection Agency hazardous waste generator identification number.

**X.7 Environmental Permitting** - The NAVY shall obtain all required environmental permits, licenses, registrations, and approvals for their site activities. The NAVY shall prepare all permit applications and pay all permit application fees directly to the regulatory agency. The NAVY shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions.

**X.8 Spill Reporting and Cleanup** - The NAVY shall take measures to prevent the release of hazardous materials on, about, or beneath the Property. The NAVY shall immediately respond to and cleanup all spills. A third party cleanup contractor shall be obtained if the NAVY does not have the immediate resources to accomplish the full cleanup and removal of the spill or release.

If the spill or release is reportable to any off-site authorities (e.g. National Response Center, State Emergency Response Commission, Hawaii Department of Environmental Protection), the NAVY shall make all required notifications. The NAVY shall subsequently file a report with NASA Medical and Environmental Management Division (MEMD) within 15 days advising of the notifications.

For all spills to pervious surfaces (such as grass, soil, sediment, etc.), the NAVY shall file a report with NASA MEMD within 15 days. Follow-up reports shall be filed every 30 days thereafter until a final closure of the release is documented.

All spills shall be cleaned up to State of Hawaii residential standards unless approved in writing by the NASA MEMD. The NAVY shall be responsible for shipment and disposal of any cleanup waste and contaminated media as described in the Waste Management and Disposal paragraph above. The liability of the NAVY under this section of this agreement shall survive the termination of this agreement with respect to acts or omissions that occur before such termination.

**X.9. Cancellation of Permits & Registrations** - Upon termination of this agreement, the NAVY shall cancel all permits/registrations/licenses held by the NAVY, remove permitted/registered equipment, and return the site to original condition.

**X.10. Agreement Termination Inspection** - Upon termination of this agreement, an Environmental Condition of Property shall be conducted by the NAVY to compare with the original Environmental Condition of Property to determine whether any environmental contamination occurred during the out-grant term. NASA MEMD staff shall perform a review of all pertinent records and information with NAVY personnel to ensure the removal of all hazardous materials and the proper closure of regulated activities and equipment.

**X.11. Continuing Liability** - This Article shall survive the termination of this Permit with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This Article shall survive the termination of this Permit with respect to any environmental non-compliance condition identified by NASA or the NAVY, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA and any federal, state, or local regulators with an interest in the non-compliance condition.

## **XI. ABATEMENT OF INTERFERENCE WITH A NASA GSFC MISSION**

Any interference by NAVY with a NASA GSFC mission or threat of damage to NASA GSFC property incident to the exercise of this Permit shall, upon written notice to the effect from the Director, NASA GSFC, be promptly ended or corrected to the satisfaction of the Director, NASA GSFC. NASA GSFC agrees it will use its best efforts to refrain from interfering with NAVY missions or damaging NAVY-occupied facilities.

## **XII. CLAIMS AND LIABILITY**

In the event that claims are asserted by third parties for injuries or damages occurring on the Premises or caused by operations on the Premises, the agency responsible for the operation, action or alleged failure of performance shall be responsible for the investigation, adjudication, settlement and payment of any claim asserted against the United States, except that, in all cases, the agency shall have the responsibility for the investigation, adjudication, settlement and payment of any claim with respect to third party liability arising out of the use, damage or destruction of loaned property in the custody and under the control of the agency. Without regard to the foregoing responsibilities, the Director, NASA GSFC, shall have the privilege at his/her option, of investigating and reporting in accordance with the following:

NPR 8715.3	NASA General Safety Program Requirements
NPR 8621.1	NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping
GPD-8715.1B	Goddard Space Flight Center Safety Policy



All accidents and incidents occurring at GSFC or involving NASA property the NAVY agrees to cooperate fully in such investigation.

### **XIII. MODIFICATION OF PERMIT**

This Permit shall be reviewed at least annually by both Parties for the purpose of assuring the currency of the Permit content and making required amendments. Any modification to this Permit shall be executed in writing and signed by an authorized representative of NASA and NAVY.

### **XIV. TERM OF AGREEMENT AND RIGHTS TO TERMINATE**

This Permit becomes effective upon the date of the last signature below and the terms of the Permit shall be reviewed every 4 years and shall remain in effect until the expiration of Exhibit "C".

NASA retains the right to terminate, in whole or in part, at no cost to NASA upon NAVY's failure to comply with any term or condition of the Permit. Upon NASA's determination of the NAVY's failure to comply with any terms of conditions of the Permit, NASA shall notify the NAVY in writing of NASA's determination of the failure to comply. This notice shall be specific as to the details of the NAVY's failure to comply with the Permit. The NAVY shall be afforded thirty (30) calendar days from the receipt of NASA's written notice to correct the non-compliance and avoid the termination of the Permit. If the NAVY fails to comply within thirty (30) days, NASA has the right to terminate, in part or in whole, the Permit at no cost to NASA.

NASA retains the right to terminate, in whole or in part, at no cost to NASA upon a determination by the Associate Administrator for Management Systems and Facilities, the Director, Facilities Engineering Division, or the Director of the Field Installation concerned that the interests of the national space program, the national defense, or the public welfare require the termination of the Permit, in accordance to CFR requirement 14 CFR 1204.504.e.3.ii.B. A 2-year written notice shall be given to the NAVY that a determination has been made that the interests of the national space program, the national defense, or the public welfare require the termination of the Permit.

Written notice of such termination shall be provided to the NAVY, or its successors or designees, by the NASA GSFC Director and termination shall be effective as of the date specified by such notice.

This Permit may also be terminated at any time by mutual agreement of the Parties, but otherwise, shall be terminated upon termination of the MOA.

### **XV. RESTORATION**

Upon termination of this Permit, NAVY shall vacate the Premises, remove its property in accordance with NASA Regulations and Federal Management Regulation Subchapter C

(FMR) and restore the Premises to NASA's satisfaction. This includes but is not limited to transfers, disposals, hazardous activity clean-up, environmental activities, historic preservation, etc. Also, if mutually agreed upon by the authorized representatives of both Parties, NAVY may abandon its property in place and title will automatically vest in NASA GSFC without reimbursement.


**XVI. USE OF PREMISES BY OTHER FEDERAL AGENCIES**

NAVY shall have the right to allow the use of the Premises by other federal agencies with the approval of NASA.

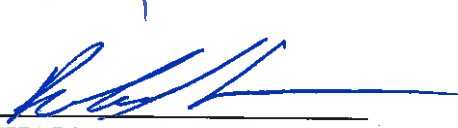
**XVII. EXECUTION**

National Aeronautics and  
Space Administration

For the Department of the Navy

By:   
RAYMOND J. RUBILOTTA  
Director, Management Operations Directorate  
Goddard Space Flight Center

Date: 21 July 16

By:   
RICHARD GREEN, Real Estate Director  
Naval Facilities Engineering Command,  
Hawaii  
Real Estate Contracting Officer  
Date: 5/2/2016

**ORIGINAL**

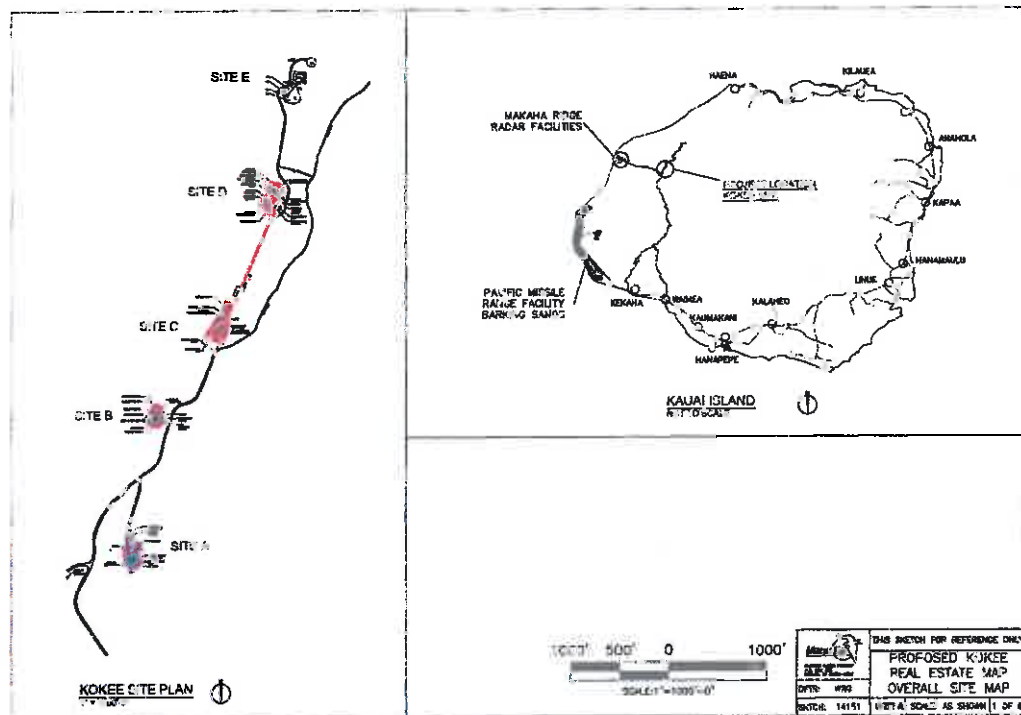


EXHIBIT A  
TO  
USE PERMIT  
BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GODDARD SPACE FLIGHT CENTER  
AND  
DEPARTMENT OF THE NAVY  
COVERING THE USE OF PORTIONS  
OF THE  
KOEKE PARK GEOPHYSICAL OBSERVATORY (KPGO)

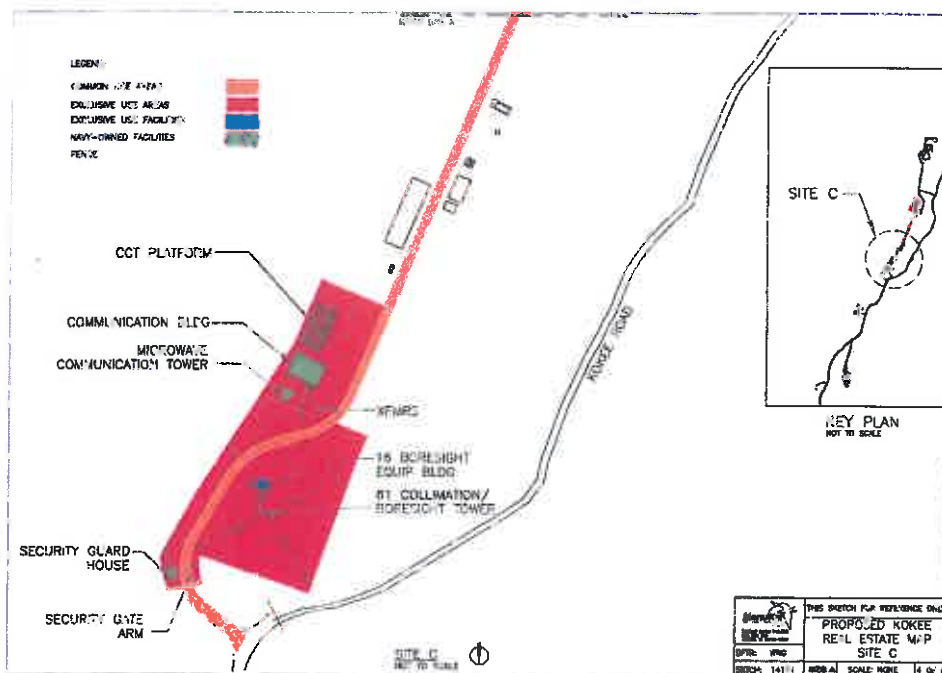
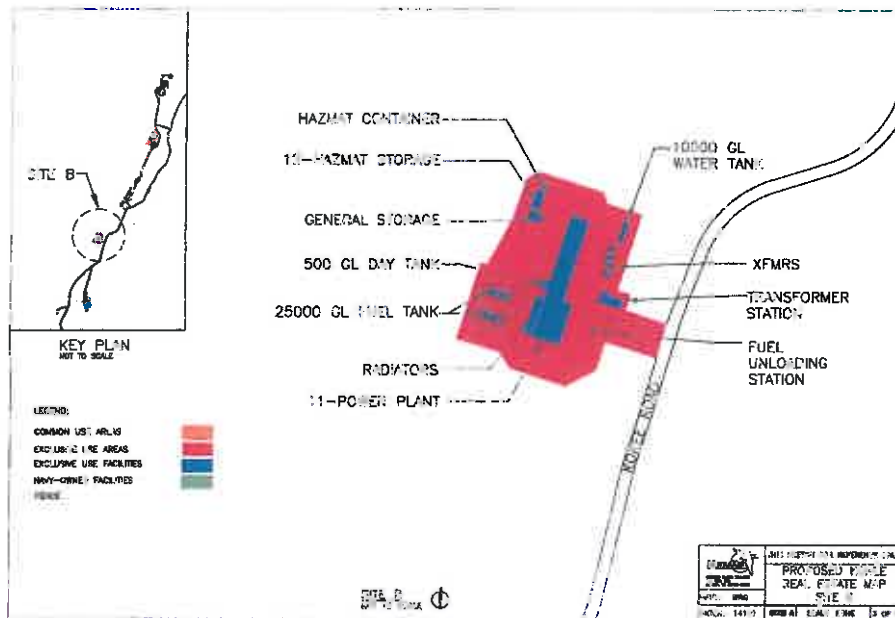
NAVY shall have exclusive use of the following NASA FUNDED FACILITIES:

<u>Facility No.</u>	<u>Property Name</u>	<u>Site</u>	<u>QTY</u>	<u>UM</u>	<u>Current Facility Ownership</u>
	TELEMETRY & CONTROL				
1	BUILDING	A	10500	SF	NASA PROPERTY
2	LOGISTICS	A	3040	SF	NASA PROPERTY
6	SECURITY GUARD HOUSE	A	264	SF	NASA PROPERTY
11	POWER PLANT	B	4656	SF	NASA PROPERTY
	HAZARD MATERIAL				
12	STORAGE	B	216	SF	NASA PROPERTY
	WAREHOUSE STORAGE FAC	B	216	SF	NASA PROPERTY
16	BORESITE EQUIPMENT BLDG.	C	270	SF	NASA PROPERTY
	COLLIMINATION/BORESITE				
61	TOWER	C	1	EA	NASA PROPERTY
	TELEMETRY BLS (AN/FPS-16				
21	BLDG)	D	3640	SF	NASA PROPERTY
	STORAGE AND SUPPLY				
22	BUILDING	D	400	SF	NASA PROPERTY
23	CABLE TERMINATION BLDG.	D	121	SF	NASA PROPERTY

## EXHIBIT B











**Cooperative Agreement between U.S. Department of the Navy and State of Hawaii,  
Department of Land and Natural Resources (DLNR), Division of Forestry (DOFAW)**

**COOPERATIVE AGREEMENT**  
**BETWEEN THE U.S. DEPARTMENT OF THE NAVY AND State of Hawaii, Department**  
**of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW)**

**COOPERATIVE AGREEMENT NUMBER**  
**N62742-23-2-0002**

September 2023

1. Introduction: This new award Cooperative Ecosystem Studies Unit (CESU) Cooperative Agreement is made by and between the Department of the Navy (DON) and the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW). It is issued to:

State of Hawaii, Department of Land and Natural Resources (DLNR), Division of  
Forestry and Wildlife (DOFAW)  
1151 Punchbowl St Rm 110  
Honolulu, HI 96813-3047

CAGE Code: 068D0  
Unique Entity ID: L3D1YEK6KAW6

Principal Investigator: Emma Yuen  
Department: Land and Natural Resources

2. Purpose: The objective of this project is for the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) to restore natural ecological processes to enhance flood mitigation and water recharge above and adjacent to PMRF installations on Kauai. DLNR DOFAW will use the cooperative agreement funds, in compliance with enclosure (1), Terms and Conditions, to carry out the project further described by enclosure (2), Statement of Work (SOW), and in compliance with enclosure (3), Wage Determination 2015-5691. This project is not considered research and development (R&D).

3. Authorities: The authority for this Cooperative Agreement is 16 USC §670c-1 (Natural Resources Management - Sikes Act). The Catalog Federal Domestic Assistance number and title is 12.300 DON Basic and Applied Scientific Research.

4. Period of Performance: The period of performance covered by this Cooperative Agreement is sixty (60) months from the date of award. The award start date is September 14, 2023 and end date is September 13, 2028. However, the parties may extend the period of the CA by written modification.

5. Funding: The total obligated for this Cooperative Agreement is \$4,140,000.00.

	Federal Funds	Total amount
(A) Obligated or deobligated this action	\$4,140,000.00	\$4,140,000.00
(B) Cumulative obligations	\$4,140,000.00	\$4,140,000.00



to date, including this and previous actions		
(C) Planned project costs in the currently approved budget through the end of the period of performance, to include any future incremental funding obligations	\$4,140,000.00	\$4,140,000.00
(D) Total value, which includes any unexercised options for which amounts were established in the award.	\$4,140,000.00	\$4,140,000.00

6. Accounting and Appropriations Data:

Contract ACRN	APPN	SBH	O/C	BUCON	Sub All Num	AAA UIC	Tsn Type	PAA UIC	Cost Code	LOA Amt
AA	9730100	1100	254			012215	2D	HQ0642	389131	\$4,140,000.00

ACRN AA: MIPR # HQ0642388808 (\$4,140,000.00)

7. Awarding Office:

Naval Facilities Engineering Systems Command, Pacific  
258 Makalapa Dr., STE 100  
JBPHH, HI 96860-3134

8. Cooperative Agreement Administrative Office / Representative:

Kristopher Tom  
Naval Facilities Engineering Systems Command, Pacific (Code CON32)  
258 Makalapa Dr., STE 100  
JBPHH, HI 96860-3134  
(808) 474-4551  
Email – [kristopher.m.tom.civ@us.navy.mil](mailto:kristopher.m.tom.civ@us.navy.mil)

9. Paying Office:

DFAS Cleveland  
Pacific Accounts Payable  
P.O. Box 998023  
Cleveland, OH 44199  
See SOW for Wide Area Workflow (WAWF) Payment Instructions

10. Delegations: Full administration duties have been delegated to the administrative office (paragraph 8). Upon request, the awarding office (paragraph 7) will make the full text of delegated contract administration functions available. Please direct questions to those contacts.

11. Terms and Conditions: Additional general Cooperative Agreement terms and conditions are provided at enclosure (1). The award specific scope of work is provided at enclosure (2). Wage Determination 2015-5691 Revision 19 dated 17 July 2023, enclosure (3), is incorporated into the Cooperative Agreement. In the event of conflict between statutes, regulations, the general terms and conditions in enclosure (1), and award-specific terms and conditions, the order of precedence set out in paragraph 1 of enclosure (1) applies.

12. Signature of authorized representative for the State of Hawaii, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW).



\_\_\_\_\_  
Dawn Chang  
Chairperson  
Hawaii Department of Land and Natural Resources

\_\_\_\_\_  
Sep 5, 2023

DATE

13. For the United States of America: Signature of awarding Grants Officer.

TOM.KRISTOPHE  
R.M.1263786234  
Digitally signed by  
TOM.KRISTOPHER.M.12637862  
34  
Date: 2023.09.05 14:07:42 -10'00'

\_\_\_\_\_  
Kristopher M. Tom  
Grants Officer  
Naval Facilities Engineering Systems Command, Pacific

\_\_\_\_\_  
9/5/23

DATE



**COOPERATIVE AGREEMENT TERMS AND CONDITIONS**  
**(SEPT 2006 Rev 2)**

**DoDGARs Part 22:**

[http://www.dtic.mil/whs/directives/corres/pd32106r\\_041398/part22.pdf](http://www.dtic.mil/whs/directives/corres/pd32106r_041398/part22.pdf)

**DoDGARs Part 33:**

[http://www.dtic.mil/whs/directives/corres/pdf/32106r\\_041398/part33.pdf](http://www.dtic.mil/whs/directives/corres/pdf/32106r_041398/part33.pdf)

**OMB Circulars:**

<http://www.whitehouse.gov/omb/circulars/>

**ARTICLES**

- 1. Order of Precedence**
- 2. Statutes and Regulations**
- 3. Cost Principles and Audit \***
- 4. Record Retention and Access Requirements \***
- 5. Modification of Cooperative Agreement**
- 6. Prior Approvals and Changes**
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- 29. Termination and Enforcement \***
- 30. After-Award Requirements \***
- 31. Cost Share or Match \***
- 32. Resource Conservation and Recovery Act**

\* Refer to DoDGARS, Part 22, appendices A-C for applicable modifications and requirements.

Enclosure (1)

## **1. Order of Precedence**

This Cooperative Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Cooperative Agreement.
- (b) Department of Defense Grant and Assistance Regulations (DoDGARs) 32 CFR Part 33, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within this Cooperative Agreement and any attached schedules.

## **2. Statutes and Regulations**

This Cooperative Agreement is subject to the laws and regulations of the United States that apply to assistance instruments including Chapter 63 of U.S. Code Title 31. DoDGARs Part 33 is hereby incorporated into this Cooperative Agreement by reference. The following OMB circulars, as appropriate, are also incorporated by reference into this Cooperative Agreement:

- (a) A-87, "Cost Principles for State, Local, and Indian Tribal Governments"
- (b) A-102, "Grants and Cooperative Agreements with State and Local Governments,"
- (c) A-133, "Audits of States, Local Governments, and Non-Profit Organizations"

## **3. Cost Principles and Audit**

DoDGARs Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the OMB Circulars below apply specifically to the Cooperator. The Cooperative Agreement shall be consistent with these authorities:

- (1) A-87, "Cost Principles for State, Local, and Indian Tribal Governments"
- (2) A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

Cooperator shall submit a copy of OMB Circular A-133 audit reports to the agency Inspector General (IG) and to DoD (IG).

## **4. Record Retention and Access Requirements**

All financial and programmatic records, supporting documents, statistical records, and other records of Cooperators or sub-Cooperators which are:

- (i) Required to be maintained by the terms of this part, program regulations or the Cooperative agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the Cooperative agreement.

## **5. Modification of Cooperative Agreement**

The only method by which this Cooperative Agreement can be modified is by a formal, written and signed modification Administrative modification(s) to the Cooperative Agreement may be accomplished



unilaterally by the signature of designated Cooperative Agreement Administrative Representative or Awarding Officer. Changes to the express clauses or terms of the Cooperative Agreement affecting price, quality, quantity or delivery of the Cooperator's duties shall be the subject of a bilaterally executed modification. No other communications, whether oral or in writing, shall modify this Cooperative Agreement.

**6. Prior Approvals and Changes**

Any program changes to the approved project must comply with 32 CFR 33.30.

**7. Allowable Costs**

Cooperative agreement funds may be applied only to those costs allowed under 32 CFR 33.22 and OMB Circular A-87.

**8. Unexpended Balance**

In the absence of any specific notice to the contrary, Cooperators are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

**9. Overpayment and Earned Interest**

**Overpayment.** N/A

**Advances and Earned Interest.** The Recipient will be required to account for interest or other income earned annually. Investment income on the account principal will be used to fund eligible account purposes consistent with Title 10 U.S.C. § 2684a(d)(3)(B), Title 16 U.S.C. § 670c-1(b)(2)(B), and the terms of the Cooperative Agreement.

**10. Future Funding**

The Government's legal funding obligation is limited to the amount shown as the "Total Obligated on Award," section of the Cooperative Agreement document.

**11. Subagreements**

Cooperator shall comply with 32 CFR 33.37 in awarding any subagreement.

**12. Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

**13. Hatch Act**

The Cooperator agrees to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

**14. Lobbying**

By signing and submitting this proposal, the Cooperator is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

## **15. Environmental Standards**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will:

(a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR Part 32.

(b) Identify to the Cooperator agency any impact that this agreement may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

## **16. Nondiscrimination**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p.339], as implemented by Department of Labor regulations at 41 CFR part 60.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

(d) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

## **17. Cargo Preference**

The Cooperator agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that



at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Cooperative agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

**18. Preference for U. S. Flag Air Carriers**

Travel supported by U.S. Government funds under this Cooperative agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**19. Profit or Fee**

In accordance with 32 CFR 22.205(b), no fee or profit may be charged to this Cooperative agreement.

**20. Claims, Disputes, and Appeals**

**(a) Cooperator Claims.**

Per 32 CFR 22.815, any claims arising out of this agreement must be:

- (1) Submitted in writing to the Grants Officer;
- (2) Specify the nature and basis for the relief requested, and;
- (3) Include all data and relevant facts in support of the claim.

**(b) DOD Component Claims.**

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

**(c) Alternative Dispute Resolution (ADR).**

The Parties shall use ADR to the maximum extent practicable, and comply with 32 CFR 22.815 ADR policies and procedures.

**(d) Grants Officer Decisions.**

- (1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(a) Prepare a written decision, which shall include: the reasons for the decision; the relevant facts on which the decision is based; and the identity and mailing address of the cognizant Appeal Authority, and; shall be included in the award file, **or**

(b) Notify the Cooperator of a date when the written decision will be rendered. The notice shall address why additional time is needed.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

**(e) Formal Administrative Appeals.**

All formal administrative appeals shall comply with the applicable provisions of 32 CFR 22.815(e), Claims, disputes, and appeals.

(1) Appeal Authority. The Assistant Commander for Acquisition is the Appeal Authority to decide formal, administrative appeals under this Grant.

(f) Non-exclusivity of remedies.

Nothing in this section is intended to limit a Cooperator's right to any remedy under the law.

**21. Controlled Unclassified Information**

The parties understand that information and materials provided pursuant to or resulting from this Cooperative agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Cooperator is responsible for compliance with all applicable laws and regulations. Nothing in this Cooperative agreement shall be construed to permit any disclosure in violation of those restrictions.

**22. Debarment and Suspension**

Cooperators shall comply with the requirements of DoDGARs Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The Cooperator shall also include a similar term or condition in any lower-tier covered transactions, as required by DoDGARs Part 25, Subpart B, 32 CFR Part 25 (2004).

**23. Drug Free Workplace**

By accepting funds under this Cooperative Agreement, the Cooperator agrees to comply with the "Government –Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARS Part 26, Subpart B (or Subpart C, if the Cooperator is an individual) of 32 CFR Part 26 (2004), which implements Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.).

**24. Standards for Financial Management Systems**

By accepting funds under this Cooperative agreement, the Cooperator agrees to maintain a financial management system that complies with 32 CFR 33.20

**25. Payment**

Cooperator shall submit any request for payment in accordance with 32 CFR 33.21 and 33.41. Payment will be made in accordance with 32 CFR 33.21.

**For any advance payment** the Cooperator must maintain or demonstrate the willingness to maintain the conditions set forth at 32 CFR 33.21 (c). Include Cooperator is authorized to be paid in advance under the conditions set forth at 32 CFR 33.21 (c).

Reimbursement is the preferred method when the requirements in 32 CFR 33.21(d) cannot be met. Cooperator is authorized reimbursements under the conditions set forth at 32 CFR 33.21(d).

**26. Procurement**



Cooperator's system for acquiring goods and services under this Cooperative Agreement shall comply with 32 CFR 33.36, Procurement.

**27. Property**

Title shall vest in, and Cooperator shall manage, property under this Cooperative agreement in accordance with 32 CFR 33.31 through 33.34.

**28. Reports**

Cooperator shall maintain and submit reports in accordance with 32 CFR 33.40, Monitoring and Reporting Program Performance, and 32 CFR 33.41, Financial Reporting.

**29. Termination and Enforcement**

This award is subject to 32 CFR 33.43, Enforcement, and 33.44, Termination for Convenience

**30. After-Award Requirements**

Closeouts, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in 32 CFR 33.50 through 33.52.

**31. Cost Share or Match**

Any cost share or cost match agreements shall comply with 32 CFR 33.24

**32. Resource Conservation and Recovery Act**

Cooperator shall comply with the requirements contained in 32 CFR 32.49.

[End of Items]

SCOPE OF WORK FOR  
REPI Cooperative Agreement for Restoration of Natural Ecological  
Processes to Enhance Flood Mitigation and Water Recharge  
Pacific Missile Range Facility, Barking Sands  
Island of Kauai, Hawai'i  
N62742-23-2-0002  
02 August 2023

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## **A. PURPOSE**

Commander, Navy Region Hawai'i (CNRH) and Pacific Missile Range Facility (PMRF) Barking Sands in cooperation with State of Hawai'i, Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) seek to safeguard future groundwater supplies used by the Navy. Through this agreement CNRH will provide funding of \$4,140,000.00 as a lump sum payment to the Recipient for the purposes of undertaking conservation and management actions off-installation that further the objectives of CNRH and PMRF readiness needs and the protection of upland forests identified as a necessary action toward recovery of the aquifer and the replenishment of water that supports PMRF military resilience.

More specifically, this funding will be used to establish an effective ecosystem level forest enhancement and watershed restoration program, wildfire control program, as well as endangered species recovery programs. This project will benefit listed species by improving habitat conditions and reducing certain impacts such as ungulate disturbance and habitat loss. This project will benefit PMRF by managing and improving the watershed and mitigating encroachment above the installation in perpetuity.

Under this agreement, DLNR DOFAW, in coordination with Navy and other program partners will solicit for Requests for Proposals to implement the specific management priorities outlined in this agreement.

If additional work is identified for this Watershed project, changes can be made to this CA to incorporate additional scope and funding by written modification.

## **B. BACKGROUND**

The Readiness and Environmental Protection Integration (REPI) program funds innovative partnerships between military services and conservation partners to leverage public and private funds to preserve habitats on non-Department of Defense (DoD) lands and protect the military's capability to conduct operations, as authorized under Title 10 USC 2684a. Further, in CY 2017, congress expanded the Department's authorities under Section 103A of the Sikes Act, Title 16 U.S.C. subsection 670c-1, to provide for "The maintenance and improvement of natural resources located off of a military installation... to relieve or eliminate current or anticipated challenges that could restrict, impede, or otherwise interfere with, whether directly or indirectly, current or anticipated military activities." This authority allows the Department to support natural resource management without necessitating an investment in land acquisition when doing so benefits the military mission.

The mission of DLNR's DOFAW is to responsibly manage and protect watersheds, native ecosystems, and cultural resources and provide outdoor recreation and sustainable forest products opportunities, while facilitating partnerships, community involvement and education. DOFAW manages roughly one million acres of public lands across Hawai'i.

This agreement is consistent with and will further natural resources management objectives which are carried out on PMRF through the Integrated Natural Resource Management Plan (INRMP). This project prevents and manages encroachment by supporting natural infrastructure solutions of lands directly above and adjacent to PMRF, approximately 33,125 acres. The natural infrastructure solutions will help protect and restore native forests, which is critical to flood mitigation and water supply. Additionally, this project will help mitigate reducing upland flood potential, upland soil erosion, upland wildfire potential, impacts to the endangered Nene on or near the base. Lastly, this project will enable critical habitat restoration near upland PMRF and supports community readiness to respond to wildfires and other natural disasters.

PMRF is the nation's premier testing and training range, providing instrumented battle space from the ocean floor up into space.

## C. LOCATION

The project is located on the island of Kauai that includes but is not limited to west Kaua'i in ~~the~~ Nā Pali-Kona Forest Reserve, Pu'u Ka Pele Forest Reserve, Kuia Natural Area Reserve and Mānā Plain. The project area is approximately 33,125 acres.

## D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kristopher Tom, Supervisory Contract Specialist, Naval Facilities Engineering Systems Command, Pacific, Environmental Contracts Branch, CON32, 258 Makalapa Drive Suite 100, JBPHH, HI 96860, email: [kristopher.m.tom.civ@us.navy.mil](mailto:kristopher.m.tom.civ@us.navy.mil).
2. The Cooperative Agreement Technical Representative (CATR) is officially designated by the Grants Officer, and is responsible for monitoring the Recipient's performance, in accordance with the terms and conditions of the Agreement. The CATR for this agreement is Roland Sosa, Natural Resources Specialist, NAVFAC Southwest, San Diego, CA, email: [roland.a.sosa2.civ@us.navy.mil](mailto:roland.a.sosa2.civ@us.navy.mil).
3. The Alternate CATR for this agreement is Jessica Behnke, Installation Environmental Program Director (IEPD), Pacific Missile Range Facility, Kekaha, HI, email: [jessica.l.behnke.civ@us.navy.mil](mailto:jessica.l.behnke.civ@us.navy.mil).
4. For the purposes of this Agreement, the term Recipient shall mean DLNR DOFAW and all designated representative(s). Emma Yuen, Natural Resources Management Program Specialist, DLNR DOFAW, has been so designated, Phone: (808) 587-4170; Email: [emma.yuen@hawaii.gov](mailto:emma.yuen@hawaii.gov).
5. Recipient of the Agreement: The Recipient of the Agreement is responsible for implementing the scope of the Agreement. The Recipient of the Agreement shall direct all communications to the CATRs. Unless otherwise directed by the CATR, the Recipient of the Agreement may directly channel technical/biological issues that need clarification from the Alternate CATRs identified in this agreement, but the CATR shall be concurrently notified for awareness.

## E. PERIOD OF PERFORMANCE

The period of performance will be sixty (60) months starting from the date of award. However, the parties may extend the period of the CA by written modification.

## F. SPECIFIC REQUIREMENTS

1. The Recipient (DLNR DOFAW) shall maintain the funds in an interest bearing or investment account. For accounting purposes, the account shall be distinguishable from all other accounts maintained.
2. The Recipient, in coordination with the CATR, and other project partners, will develop a concise five-year work plan detailing the anticipated schedule of actions to be implemented through the account. Types of activities for which the account may be used include but are not limited to site assessment and design planning studies described below:
  - a. **Community Wildfire Fire Response.** Build community readiness for wildland fires and emergencies around PMRF. Drought, unmanaged forests, and lack of wildland fire fighting infrastructure and equipment can create a dangerous situation for PMRF and the westside community. Some or all of, but not limited to, the following items may be conducted under this action:



- Purchasing of firefighting equipment and supplies
  - Firebreak maintenance within Puu Ka Pele and Na Pali Kona Forest Reserves
  - Complete compliance, permits, security fencing and initial infrastructure installations to allow for immediate relocation of firefighting equipment and supplies closer to the westside of Kauai significantly shortening response time to PMRF.
- b. **Forest Health.** Unmanaged, unhealthy forests create unbalanced ecosystems that increase wildfire risk and soil erosion. Some or all of, but not limited to, the following items may be conducted under this action:
- Reforesting in Puu Ka Pele Forest Reserve in previously burnt areas and old eucalyptus and timber plantations adjacent to PMRF Makaha to include fencing, supplies
  - Perform Wilt-resistant koa (*Acacia koa*) screening
  - Rapid Ohi'a lehua (*Metrosideros polymorpha*) Death monitoring
- c. **Invasive Species.** Non-native invasive species alter ecosystems and create monotypic stands that lead to soil erosion and increase flood potential. Diverse native forests help to encourage water absorption and recharge the aquifers. Some or all of, but not limited to, the following items may be conducted under this action:
- Honopu vicinity weeding (Na Pali Kona Forest Reserve and Kuia Natural Area Reserve)
  - Alakai Wilderness Preserve weeding
- d. **Seabirds Monitoring.** The seabird component of the project will cover a large area within two Forest Reserves and a portion of State Parks (all State lands) for exploratory surveys and song meter monitoring. At minimum, previously visited sites will be surveyed to locate seabird colonies more precisely but the exact acreages for these surveys will be further detailed in the implementation plan. Type of work to be conducted consists of the following, but is not limited to:
1. Carry out auditory surveys in Na Pali Kona and Puu Ka Pele Forest Reserves that has not been well surveyed in the past to identify pockets of seabird activity. This will help closing the knowledge gaps in their distribution.
  2. Identify any accessible and manageable colonies at project sites to initiate future burrow monitoring (if applicable). This will enable future conservation management at these sites (e.g., predator removal/control, breeding success monitoring, social attraction etc.).
  3. Extend the long-term monitoring of call rates to the proposed areas to obtain comparable trend data.
  4. Identify threats to seabirds in the area for future conservation management.
- e. **Nene.** The federally listed Nene (*Branta sandvicensis*) or Hawaiian Goose is negatively impacted by vehicular traffic on Kaunualii Highway, and nearby roads, to and from PMRF. It is imperative to identify potential mitigation solutions, acceptable to the Department of Transportation. Some of these potential mitigation actions are the

following, but not limited to:

- Harden both sides of the highway so Nene would not be attracted to nest there
  - Change the vegetation type so it is not suitable Nene habitat
  - Begin the process of working with pertinent stakeholders to reduce the speed limit on Kaunualii Highway and implement speeding fines.
3. The Recipient, via email, shall submit monthly project progress ~~reports-status briefs~~ to Navy Representatives, established in the Kick-off meeting, to ensure alignment of priorities and deadlines. Quarterly virtual meetings (i.e. MS Teams or conference calls) will be conducted to continue to ensure alignment of deadlines and understanding of funding spent. Yearly project progress reports will be submitted and the specific time for this deliverable will be established in the Kick-off meeting~~The monthly reports shall include invoicing of REPI funds spent within the past thirty (30) days, and can begin as soon as funding is awarded to the Recipient.~~
  4. The Recipient shall complete State and federal regulatory permitting and compliance requirements, including but not limited to, signed documentation of environmental consideration under the National Environmental Policy Act (NEPA) and any associated consultations with the regulatory services prior to implementation of work funded under this cooperative agreement.
  5. The Recipient shall conduct the procurement pursuant to State regulations to solicit and evaluate landscape-scale watershed restoration activities from qualified agencies and organizations to implement the coordinated strategy. The Recipient in coordination with the CATR and Installation representatives and other technical experts will develop a standard format for the procurement process for plan implementation.
  6. The Recipient will establish an advisory team to review and evaluate proposals based on pre-established criteria. The Recipient will be responsible for reviewing applications to ensure all proposed budgets contain allowable costs and are otherwise consistent with appropriate Office of Management and Budget guidelines and Recipients policies. The Recipient will conduct follow-up discussions and/or convene meetings with members of the advisory team as necessary and appropriate. Final proposal selection will be done by the Recipient based evaluation and input from the advisory team.
  7. The Recipient will carry out all financial, administrative, and contractual aspects of disbursements/awards from the account consistent with all applicable federal regulations. The Recipient will monitor the progress of all projects selected for funding to ensure they successfully meet their stated objectives.
  8. The Recipient will be responsible for annually summarizing and reporting (refer to Section I) to the CATR accomplishments by sub-recipients and evaluating overall conservation outcomes relative to the purpose of the agreement. The Recipient will participate in appropriate meetings convened by the CATR to discuss the program results.
  9. Substantial Involvement by the Government. In reference to this Agreement, substantial involvement is required between the Department of Navy (DoN) and Recipient during the period of performance based on the requirements prescribed in the scope of work. The anticipated involvement is deemed appropriate to carry out a public purpose of support to include a direct benefit to the Government.
    - a. Assist with obtaining relevant maps and information pertaining to the species and project sites, to include data and literature generated from previous similar conservation projects;



- b. Be involved in state/local and federal partner coordination and implementation strategy development;
- c. Will assist with development of metrics and performance measures to be used in evaluating species response at the project site;
- d. Assist, as needed, in inspections to ensure that projects are completed as approved in project proposals, and comply with other applicable rules, regulations, as desirable and appropriate;
- e. Be involved in identifying and prioritizing projects for implementation and in preparing Requests for Proposal and evaluation criteria;
- f. Will review progress reports detailing implementation status and conduct meetings with Recipient to determine if desired outcomes and milestones are met.

## **G. ENVIRONMENTAL STANDARDS**

By accepting funds under this Cooperative Agreement, the Cooperator assures that it will:

1. Comply with applicable provisions of the National Environmental Act of 1969 (42 USC, 4321-4370h) implemented by Executive Order 12114, Clean Water Act (33 U.S.C. 1251, et seq.), Endangered Species Act (16 USC, 1531-1544), National Historic Preservation Act (54 USC, 300101 et. seq.), and Coastal Zone Management Act (16 USC, 1451-1466).
2. Identify to the Cooperator agency any impact that this agreement may have on:
  - a. The quality of the human environment, and, as necessary, provide assistance to the agency to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.). Assistance could include reviewing and commenting on documents, as well as preparing NEPA documentation (with funding under this Cooperative Agreement). The Cooperator also agrees to support agency compliance with other environmental resource statutes including, but not limited to, the Endangered Species Act, Marine Mammal Protection Act, Magnuson-Stevens Fishery Conservation and Management Act, National Historic Preservation Act, and Coastal Zone Management Act. Assistance could include reviewing and commenting on documents, as well as preparing consultation packages (with funding provided under this Cooperative Agreement). The Cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of NEPA compliance and completion of associated resource agency consultations, as applicable. Assistance for NEPA compliance may include reviewing and commenting on documents.
  - b. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
  - c. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).
3. The Cooperator shall be responsible for obtaining any necessary Federal, State or local government permits or work plan approvals to conduct the services required. Permits and approvals may include but are not limited to State HEPA (Ch. 343) compliance, State Historic Preservation (Ch. 6E HRS) compliance.

## H. MEETINGS AND COORDINATION

1. The Recipient will coordinate and facilitate a kick-off meeting with the CATR and Installation representatives, and local partners to ensure coordination of activities. Within thirty (30) days of award, the Recipient will meet with the CATR and partners, including USFWS for a kick-off meeting to identify the actions that will be implemented to expand forest and watershed protection above PMRF.
2. The Recipient will coordinate quarterly meetings via telephone or other electronic communications with the CATR and Installation representatives to discuss implementation progress.
3. The Recipient will provide the CATR and Installation representatives brief monthly email updates regarding the status of project implementation

## I. SCHEDULES AND SUBMITTALS

1. **Kick-off meeting minutes:** The Recipient will submit meeting minutes within seven (7) days following the kick-off meeting for CATR review and approval.
2. **Draft Work Plan:** Within sixty (60) days from award, the Recipient will develop a work plan detailing how the Recipient proposes to accomplish the objectives under this Cooperative Agreement. An example of the contents of a work plan may include, but not limited to:
  - (a) Introduction
  - (b) Proposed methodology to accomplish objectives
  - (c) Specific data to be collected, if any
  - (d) Schedule with milestones and dates for completion of services and associated deliverables
  - (e) List of personnel and description of the roles they will fill for this modification
  - (f) Copies of any required permits or documentation developed to acquire permits required to complete the objectives in this modification.

The draft work plan will be reviewed by the CATR and Installation representatives and the CATR and Installation representatives will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days from receipt.

3. **Final Work Plan:** The Recipient shall incorporate all comments, suggestions, or edits (if any) provided by the CATR and Installation representatives and submit the "Final Work Plan" (electronically via email) within thirty (30) days from receipt of comments from the CATR. The Work Plan must be approved by the CATR and Installation representatives prior to distribution of funds for implementation of management actions.
4. **Annual Progress Report** Within twelve (12) months of award, and every twelve (12) months thereafter or until the objectives of this modification are completed, for the period of performance, the Recipient will provide a draft Annual Progress Report (electronically via email) detailing implementation progress to the CATR, including expenditures from the account. The CATR will provide comments within thirty (30) days of receipt of the draft. The Recipient shall incorporate all comments, suggestions, or edits (if any) provided by the CATR and Installation representatives and submit the final Annual Progress Report (electronically via email) within thirty (30) days from receipt of comments from the CATR. The electronic copy shall include the final report and all associated figures, tables, maps, photographs, etc. and shall be provided in both PDF and MS Word.

The Annual Progress Report shall include a summary of RFPs issued and projects awarded including final Scopes of Work, funds disbursed from the account, results obtained (if applicable), copy of submittals received by the Recipient for project implementation, problems encountered



or adjustments needed from Final Work Plan.

- 5. Final Summary Report:** At the end of the project period, the Recipient will provide a Summary Report which will include a final programmatic report highlighting individual project accomplishments and summarizing overall project accomplishments. The Final Summary Report will include final financial reporting of all sub-award disbursements and administrative expenses. The report will include copies of all final reports from sub-recipients.

**6. Summary of Deliverables/Performance Reports:**

Performance Reports	Copies	Date/Timing
Kickoff meeting minutes	Electronic-word doc format (email)	Seven (7) days after kickoff meeting
Draft Work Plan	Electronic-pdf, and MSWord format (email)	Sixty (60) days from award
Draft Accident Prevention Plan	Electronic-pdf, and MSWord format (email)	Sixty (60) days from award
Final Work Plan	Electronic-pdf, and MSWord format (email)	Thirty (30) days after receipt of Government comments
Final Accident Prevention Plan	Electronic-pdf, and MSWord format (email)	Thirty (30) days after receipt of Government comments
Draft Annual Progress Report (s)	Electronic MSWord format (email)	Every twelve (12) months for the period of performance or until all objectives are completed
Final Annual Report	Electronic-pdf, and MSWord format (email)	No later than thirty (30) days after receipt of Government comments
Draft Summary Report	Electronic-pdf, and MSWord format (email)	Forty-five (45) days prior to end of period of performance
Final Summary Report	Electronic-pdf, and MSWord format (email)	No later than thirty (30) business days after receipt of Government comments

- 7. Financial Reporting:** The Recipient will be required to account for interest or other income earned annually. Investment income on the account principal will be used to fund eligible account purposes consistent with Title 10 U.S.C. § 2684a(d)(3)(B), Title 16 U.S.C. § 670c-1(b)(2)(B), and the terms of the Cooperative Agreement.

Financial Reports shall be prepared in accordance with 2 CFR 200, are required in accordance with the following schedule, and shall be submitted to the CAA and CATR.

Financial Reports	Reporting Period	Due Date
Report of Federal Cash Transactions (SF425)	Quarterly beginning 90 days after award of the Cooperative Agreement	Thirty (30) days after the end of each Quarter
Annual Financial Status Report (SF425)	12 month period from date of award	Forty-five (45) days prior to end of initial period of performance; 60 days after each Option Period ends

## J. DELIVERABLE STANDARDS

1. All submittals/deliverables are expected to be of the highest professional quality and shall be free of typographical errors, spelling, and grammar mistakes; should be fully formatted (e.g. functional table of content links, consistent fonts/styles throughout document, accurate page numbers, accurate and complete stand-alone appendices [if applicable], accurate and functional figure titles, table titles, section headers, and table of contents need to be complete and accurate).
2. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.
3. All raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices or supplemental information with the draft Annual Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.

## **K. DATA AND PUBLICATIONS**

1. Publication of project results in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. Project authors may make their project data publically available after coordinating and receiving approval from the Recipient and the CATR. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.
2. The Recipient agrees that when releasing information relating to this agreement, the release shall include a statement to the effect that the project or effort undertaken was or is sponsored by the Department of Defense Readiness and Environmental Protection Integration Program.
3. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement.

## **L. RELEASE OF INFORMATION**

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Navy and a determination appropriately made by the Navy representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the CATR and Installation representatives.

## **M. SAFETY**

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition unless the CATR notifies the Cooperator it can utilize an Abbreviated APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. A list of specific plans is located in section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to the following:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.



- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

The minimum requirement for the Site Safety and Health Plan (SSHP) is in Section 28 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (NAVFAC PAC EV Safety Office, PM, ROICC/FEAD) prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potentially hazardous activities. CTAR should verify with the NAVFAC PAC EV Safety Office prior to directing the Recipient to prepare a SSHP. The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Recipient shall certify to CATR that the final APP, SSHP and AHA has been reviewed with each Recipient employee working on this CA prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Draft Work Plan but shall be printed under a separate cover from the Draft Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this CA. The SSHO is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The Recipient will provide a Monthly Exposure Report (MER) and attach to the monthly billing request. The CATR will submit a copy of the MER to the NAVFAC PAC EV Safety Office.

## **N. LIABILITY**

The Government cannot assume any liability for accidents, bodily injury, illness, breach of contract, any other damages or loss, or any claims arising out of any activities undertaken pursuant to the agreement, whether with respect to persons or property of the Recipient or third parties. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the Agreement. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Agreement. The Recipient is advised to insure or otherwise protect it or others, as it may deem desirable.

The Recipient shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the work (with funding provided under this Cooperative Agreement). The Recipient shall also be responsible for all damages to persons or property that occurs as a result of the Recipient's fault or negligence.

## **O. INSURANCE**

Recipient, as an agency of the State of Hawai'i, operates primarily on a self-insured basis. A statement of insurance is available upon request.

## **P. PAYMENTS**

Upon execution of this Agreement, the Government shall provide funding in the amount of \$4,140,000.00 as a lump sum payment to the Recipient. Title 16 USC 670c-1 paragraph (b)(1)(B) authorizes funds to be paid in lump sum and include an amount intended to cover future costs of the natural resource maintenance and improvement activities provided for under this agreement. Funds shall be placed by the Recipient in an interest-bearing or other investment account, and any interest or income shall be applied for the same purposes as the principal. Funds provided by the Government shall be limited to the aforementioned REPI funds, and shall not include any other Government funds. Government-provided REPI funds can only be used for reasonable expenses, as determined by the Government.

This lump sum payment shall be made in accordance with 2 CFR 200.305 by electronic funds transfer (EFTs) to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/>. The Recipient agrees to maintain its registration in SAM including information necessary to facilitate payment via EFT.



## ATTACHMENT A SELF-INSURANCE REQUIREMENTS FORM

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT**

### 1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

**2. SELF-INSURANCE REQUIREMENTS:** If your organization is self-insured, please provide evidence of self-insurance that meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self-insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

### 3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

- Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

- The following endorsements are required for Excess Liability insurance policies:

a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. "The Commanding Officer, Naval Facilities Engineering Systems Command, Hawaii shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self-insurance program."

c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".

d. "This insurance certificate is for use of facilities at PMRF under this Cooperative Agreement, No. TBD."

**4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**

**ATTACHMENT A (Continued)**  
**NON SELF-INSURED REQUIREMENTS FORM**

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT**

**1. PUBLIC LIABILITY AND PROPERTY DAMAGE**

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

**2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING ENDORSEMENTS:**

a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."

c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."

d. "This insurance certificate is for use of facilities at PMRF under this Cooperative Agreement, No. NXXX."

e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

**3. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.**



## **ATTACHMENT B ELECTRONIC DATA DELIVERABLE SPECIFICATIONS**

### **A-3 GEOSPATIAL DATA REQUIREMENTS**

#### **A-3.1 Data Standards**

Data standards facilitate the development, sharing, and use of geospatial data. The cooperator shall ensure that all geospatial data delivered is consistent with references (c) and (d), unless otherwise directed by the Government.

Geospatial data shall be delivered in a single file geodatabase format and accompanied by a data inventory spreadsheet unless otherwise directed by the Government. The data will be compatible with ArcGIS 10.1 and must be importable to an Oracle multi-user geodatabase using ArcSDE. Digital map files (.mxd files) shall be delivered in ArcGIS 10.0 format and the associated data layers shall be sourced by a relative file pathway to the file geodatabase. The cooperator shall provide an inventory spreadsheet that contains a field for File geodatabase name, Feature dataset, Feature class, feature label name, feature legend designation, data source, and a comment field. In addition, all geospatial data delivered by the cooperator shall adhere to the following criteria:

- a) precise geographic coordinates in decimal degree format with four decimal precision;
- b) units of nautical miles (nm) for expansive marine areas and statute miles (mi) for expansive land areas;
- c) reference the GRS 1980 spheroid and the North American Datum 1983 (WGS-84); and
- d) contain a projection file, if appropriate, based on format.

#### **A-3.2 Metadata Standards**

The term “metadata” is defined as data about data. The term is often used to refer to information that allows either: (1) discovery of data, (2) understanding the provenance and quality of the data, or/and (3) analysis of the data via a set of machine readable instructions that describe the data and its relationships. The cooperator shall provide metadata in accordance with Content Standard for Digital Geospatial Metadata (CSDGM), reference (f), the current U.S. federal metadata standard.

The cooperator shall ensure that metadata is provided for all geospatial data delivered, including data furnished by the Government, a third party, or generated as a result of this project, and is compliant with reference (f). All metadata shall be in XML format. The cooperator shall reference the North American Profile of ISO 19115 2003 metadata style sheet in ArcCatalog when populating Service-level and Feature Class-level metadata. The cooperator is required to supply metadata for all fields within this style sheet.

#### **A-3.3 Mapping Guidelines**

The cooperator shall comply with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management, reference (g), which provides accuracy standards for engineering drawings, maps, and surveys. Map or drawing scales will be determined by the NTR, given specific project requirements.

#### **A-3.4 GPS Surveys**

The cooperator shall comply with the FGDC Geospatial Positioning Accuracy Standards, Part 1: Reporting Methodology, reference (h), when conducting GPS surveys and collecting geospatial data. Specifically, the cooperator shall ensure that the horizontal accuracy for planning grade GPS data collection shall be sub-meter, unless otherwise specified. Every effort shall be made to capture feature locations without using

offsets, unless obstructions are present. If offsets are used, the cooperator shall ensure that they are agreed to by the Government and documented, per direction of the CATR, given specific project requirements.

Data sets derived from GPS data collection efforts (mapping or survey grade) shall include metadata to record descriptions of the receiver and other equipment used during collection and processing, base stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geospatial data delivery format (see Section A-4.1). All metadata shall comply with the metadata format requirements as described in this document (see Section A-4.2). Metadata must include an accuracy statement at the 90% or 95% confidence interval. Accuracy statements shall include the method of determination, as specified in the FGDC Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy, reference (i).

### **A-3.5 Data Integrity**

The cooperator shall employ appropriate QA/QC standards to ensure that data is topologically correct, accurate and complete, including:

- a) no erroneous overshoots, undershoots, dangles or intersections in the line work;
- b) point and line features shall be snapped together where appropriate to support networks, e.g. do not break linear features for labeling or other aesthetic purposes;
- c) lines should be continuous and point features should be digitized as points;
- d) no sliver polygons;
- e) digital representation of the common boundaries for all graphic features must be coincident, regardless of feature layer; and
- f) attribute information and labeling must be consistent throughout a GIS project



## **ATTACHMENT C RIGHTS IN DATA-GENERAL**

(a) Definitions. As used in this clause-

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer

software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this cooperative agreement;

(ii) Form, fit, and function data delivered under this cooperative agreement;

(iii) Data delivered under this cooperative agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this cooperative agreement; and

(iv) All other data delivered under this cooperative agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Cooperator shall have the right to-

(i) Assert copyright in data first produced in the performance of this cooperative agreement to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Cooperator in the performance of this cooperative agreement, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this cooperative agreement.

(i) Unless provided otherwise in paragraph (d) of this clause, the Cooperator may, without prior approval of the Grants Officer, assert copyright in scientific and technical articles based on or containing data



first produced in the performance of this cooperative agreement and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Grants Officer is required to assert copyright in all other data first produced in the performance of this cooperative agreement.

(ii) When authorized to assert copyright to the data, the Cooperator shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including cooperative agreement number).

(iii) For data other than computer software, the Cooperator grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Cooperator grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this cooperative agreement. The Cooperator shall not, without the prior written permission of the Grants Officer, incorporate in data delivered under this contract any data not first produced in the performance of this cooperative agreement unless the Cooperator-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this cooperative agreement.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Cooperator shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this cooperative agreement, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this cooperative agreement; or

(3) If the Cooperator receives or is given access to data necessary for the performance of this cooperative agreement that contain restrictive markings, the Cooperator shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Grants Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this cooperative agreement concerning inspection or acceptance, if any data delivered under this cooperative agreement are marked with the notices specified in

paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this cooperative agreement, the Grants Officer may at any time either return the data to the Cooperator, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Grants Officer will make written inquiry to the Cooperator affording the Cooperator 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Cooperator fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Grants Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Cooperator provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Grants Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Grants Officer determines that the markings are authorized, the Cooperator will be so notified in writing. If the Grants Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Grants Officer will furnish the Cooperator a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Cooperator files suit in a court of competent jurisdiction within 90 days of receipt of the Grants Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Grants Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ( 5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Cooperator is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Cooperator may request, within 6 months (or a longer time approved by the Grants Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Cooperators's expense. The Grants Officer may agree to do so if the Cooperator-

(i) Identifies the data to which the omitted notice is to be applied;



(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Grants Officer may-

(i) Permit correction of the notice at the Cooperator's expense if the Cooperator identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Cooperator may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Cooperator shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Cooperator shall obtain from its subcontractors all data and rights therein necessary to fulfill the Cooperator's obligations to the Government under this cooperative agreement. If a subcontractor refuses to accept terms affording the Government those rights, the Cooperator shall promptly notify the Grants Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Grants Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

## ATTACHMENT D WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) *Definitions.* As used in this clause—

“*Department of Defense Activity Address Code (DoDAAC)*” is a six position code that uniquely identifies a unit, activity, or organization.

“*Document type*” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“*Local processing office (LPO)*” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“*Payment request*” and “*receiving report*” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Recipient shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Cooperator should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Cooperator shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:



(1) *Document type*. The Cooperator shall submit payment requests using the following document type(s):

- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
  - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Grants Officer.

#### GRANT VOUCHER

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Grants Officer.

#### GRANT VOUCHER

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) *Document routing*. The Cooperator shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<b>N68732</b>
Issue By DoDAAC	<b>N62742</b>
Admin DoDAAC	<b>N62742</b>
Inspect By DoDAAC	<b>N/A</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Grant Approver (DoDAAC)	<b>N62742/ACQ32</b>
Service Acceptor (DoDAAC)	<b>N/A</b>

Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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(4) *Payment request*. The Cooperator shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report*. The Cooperator shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact*.

Kristopher Tom, [kristopher.m.tom.civ@us.navy.mil](mailto:kristopher.m.tom.civ@us.navy.mil), (808) 474-4551

Melissa Tsuha, [melissa.n.tsuha.civ@us.navy.mil](mailto:melissa.n.tsuha.civ@us.navy.mil), (808) 351-0674

Jessi Behnke, [jessica.l.behnke.civ@us.navy.mil](mailto:jessica.l.behnke.civ@us.navy.mil), (808) 335-4064

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)



**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

**Link to payment instructions:**

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_htm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions)

## SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

### (a) *Definitions*. As used in this clause—

*Contractor*, when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

*Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of [41 U.S.C. chapter 67](#), Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by [41 U.S.C. 6702](#), as interpreted in Subpart C of 29 CFR Part 4.

### (c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

#### (2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit [Standard Form \(SF\) 1444](#), Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed [SF 1444](#) (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour *Division*, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.



(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR [4.1](#) b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR [4.10](#) that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR [4.11](#), that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR [4.10](#) and/or [4.11](#) and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.



(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of [41 U.S.C. 6703](#) and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour *Division*, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to

produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all



service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under [41 U.S.C. 6706](#).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under [41 U.S.C. 6706](#).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to [41 U.S.C. 6707](#) prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by [41 U.S.C. 6703\(1\)](#) without diminishing any fringe benefits or cash payments in lieu thereof required under [41 U.S.C. 6703\(2\)](#), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by [41 U.S.C. 6703\(1\)](#), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of [41 U.S.C. 6707\(c\)](#).

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)



"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5691 Revision No.: 19 Date Of Last Revision: 07/17/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Hawaii

Area: Hawaii Counties of Hawaii, Kauai  
OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.55
01012 - Accounting Clerk II		19.70
01013 - Accounting Clerk III		22.03
01020 - Administrative Assistant		36.06
01035 - Court Reporter		21.39
01041 - Customer Service Representative I		15.81***
01042 - Customer Service Representative II		17.25
01043 - Customer Service Representative III		19.36
01051 - Data Entry Operator I		18.28

01052 - Data Entry Operator II	19.94
01060 - Dispatcher, Motor Vehicle	24.09
01070 - Document Preparation Clerk	17.03
01090 - Duplicating Machine Operator	17.03
01111 - General Clerk I	15.18***
01112 - General Clerk II	16.56
01113 - General Clerk III	18.60
01120 - Housing Referral Assistant	23.84
01141 - Messenger Courier	18.21
01191 - Order Clerk I	17.59
01192 - Order Clerk II	19.19
01261 - Personnel Assistant (Employment) I	17.93
01262 - Personnel Assistant (Employment) II	20.05
01263 - Personnel Assistant (Employment) III	22.35
01270 - Production Control Clerk	25.67
01290 - Rental Clerk	17.37
01300 - Scheduler, Maintenance	19.11
01311 - Secretary I	19.11
01312 - Secretary II	21.39
01313 - Secretary III	23.84
01320 - Service Order Dispatcher	21.54
01410 - Supply Technician	36.06
01420 - Survey Worker	21.39
01460 - Switchboard Operator/Receptionist	17.52
01531 - Travel Clerk I	16.56
01532 - Travel Clerk II	17.90
01533 - Travel Clerk III	20.38
01611 - Word Processor I	16.04***
01612 - Word Processor II	18.00
01613 - Word Processor III	20.13
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.23
05010 - Automotive Electrician	22.43
05040 - Automotive Glass Installer	22.00
05070 - Automotive Worker	22.00
05110 - Mobile Equipment Servicer	18.99
05130 - Motor Equipment Metal Mechanic	24.41
05160 - Motor Equipment Metal Worker	22.00
05190 - Motor Vehicle Mechanic	25.65
05220 - Motor Vehicle Mechanic Helper	17.39
05250 - Motor Vehicle Upholstery Worker	20.80
05280 - Motor Vehicle Wrecker	22.00
05310 - Painter, Automotive	23.19
05340 - Radiator Repair Specialist	22.00
05370 - Tire Repairer	17.74
05400 - Transmission Repair Specialist	24.37
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.62
07041 - Cook I	24.04
07042 - Cook II	28.03
07070 - Dishwasher	14.70***
07130 - Food Service Worker	15.50***
07210 - Meat Cutter	21.53
07260 - Waiter/Waitress	19.34
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	30.86
09040 - Furniture Handler	18.93
09080 - Furniture Refinisher	31.23
09090 - Furniture Refinisher Helper	22.94
09110 - Furniture Repairer, Minor	27.18
09130 - Upholsterer	30.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.64***
11060 - Elevator Operator	17.92
11090 - Gardener	24.27



11122 - Housekeeping Aide	17.92
11150 - Janitor	17.92
11210 - Laborer, Grounds Maintenance	18.34
11240 - Maid or Houseman	21.27
11260 - Pruner	16.41
11270 - Tractor Operator	22.21
11330 - Trail Maintenance Worker	18.34
11360 - Window Cleaner	20.03
12000 - Health Occupations	
12010 - Ambulance Driver	26.85
12011 - Breath Alcohol Technician	25.05
12012 - Certified Occupational Therapist Assistant	32.07
12015 - Certified Physical Therapist Assistant	31.88
12020 - Dental Assistant	19.08
12025 - Dental Hygienist	48.04
12030 - EKG Technician	35.41
12035 - Electroneurodiagnostic Technologist	35.41
12040 - Emergency Medical Technician	26.85
12071 - Licensed Practical Nurse I	20.89
12072 - Licensed Practical Nurse II	23.37
12073 - Licensed Practical Nurse III	26.05
12100 - Medical Assistant	21.74
12130 - Medical Laboratory Technician	29.08
12160 - Medical Record Clerk	21.71
12190 - Medical Record Technician	24.28
12195 - Medical Transcriptionist	21.71
12210 - Nuclear Medicine Technologist	51.36
12221 - Nursing Assistant I	13.48***
12222 - Nursing Assistant II	15.15***
12223 - Nursing Assistant III	16.53
12224 - Nursing Assistant IV	18.57
12235 - Optical Dispenser	23.37
12236 - Optical Technician	20.89
12250 - Pharmacy Technician	20.21
12280 - Phlebotomist	20.89
12305 - Radiologic Technologist	40.27
12311 - Registered Nurse I	29.29
12312 - Registered Nurse II	35.82
12313 - Registered Nurse II, Specialist	35.82
12314 - Registered Nurse III	43.34
12315 - Registered Nurse III, Anesthetist	43.34
12316 - Registered Nurse IV	51.94
12317 - Scheduler (Drug and Alcohol Testing)	31.05
12320 - Substance Abuse Treatment Counselor	27.61
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.38
13012 - Exhibits Specialist II	28.95
13013 - Exhibits Specialist III	35.41
13041 - Illustrator I	23.38
13042 - Illustrator II	28.95
13043 - Illustrator III	35.41
13047 - Librarian	32.07
13050 - Library Aide/Clerk	17.60
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	22.72
13061 - Media Specialist I	20.89
13062 - Media Specialist II	23.38
13063 - Media Specialist III	26.05
13071 - Photographer I	19.14
13072 - Photographer II	22.01
13073 - Photographer III	26.53
13074 - Photographer IV	32.46
13075 - Photographer V	39.26
13090 - Technical Order Library Clerk	21.05

13110 - Video Teleconference Technician	27.02
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.29
14042 - Computer Operator II	21.58
14043 - Computer Operator III	25.08
14044 - Computer Operator IV	27.29
14045 - Computer Operator V	30.20
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.29
14160 - Personal Computer Support Technician	27.29
14170 - System Support Specialist	32.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.45
15020 - Aircrew Training Devices Instructor (Rated)	40.47
15030 - Air Crew Training Devices Instructor (Pilot)	48.52
15050 - Computer Based Training Specialist / Instructor	33.45
15060 - Educational Technologist	36.26
15070 - Flight Instructor (Pilot)	48.52
15080 - Graphic Artist	27.80
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.52
15086 - Maintenance Test Pilot, Rotary Wing	48.52
15088 - Non-Maintenance Test/Co-Pilot	48.52
15090 - Technical Instructor	24.24
15095 - Technical Instructor/Course Developer	29.65
15110 - Test Proctor	22.74
15120 - Tutor	22.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.88***
16030 - Counter Attendant	13.88***
16040 - Dry Cleaner	17.17
16070 - Finisher, Flatwork, Machine	13.88***
16090 - Presser, Hand	13.88***
16110 - Presser, Machine, Drycleaning	13.88***
16130 - Presser, Machine, Shirts	13.88***
16160 - Presser, Machine, Wearing Apparel, Laundry	13.88***
16190 - Sewing Machine Operator	18.27
16220 - Tailor	19.25
16250 - Washer, Machine	14.99***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	32.65
19040 - Tool And Die Maker	41.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	27.85
21030 - Material Coordinator	25.67
21040 - Material Expediter	25.67
21050 - Material Handling Laborer	17.81
21071 - Order Filler	15.55***
21080 - Production Line Worker (Food Processing)	27.85
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.83***
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	27.85
21410 - Warehouse Specialist	27.85
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	42.53
23019 - Aircraft Logs and Records Technician	32.69
23021 - Aircraft Mechanic I	39.98
23022 - Aircraft Mechanic II	42.53



23023 - Aircraft Mechanic III	45.03
23040 - Aircraft Mechanic Helper	27.58
23050 - Aircraft, Painter	37.55
23060 - Aircraft Servicer	32.69
23070 - Aircraft Survival Flight Equipment Technician	37.55
23080 - Aircraft Worker	35.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	39.98
23110 - Appliance Mechanic	32.65
23120 - Bicycle Repairer	26.20
23125 - Cable Splicer	34.76
23130 - Carpenter, Maintenance	35.60
23140 - Carpet Layer	30.53
23160 - Electrician, Maintenance	40.03
23181 - Electronics Technician Maintenance I	30.53
23182 - Electronics Technician Maintenance II	32.65
23183 - Electronics Technician Maintenance III	34.76
23260 - Fabric Worker	28.41
23290 - Fire Alarm System Mechanic	34.76
23310 - Fire Extinguisher Repairer	26.20
23311 - Fuel Distribution System Mechanic	34.76
23312 - Fuel Distribution System Operator	26.20
23370 - General Maintenance Worker	26.40
23380 - Ground Support Equipment Mechanic	39.98
23381 - Ground Support Equipment Servicer	32.69
23382 - Ground Support Equipment Worker	35.12
23391 - Gunsmith I	26.20
23392 - Gunsmith II	30.53
23393 - Gunsmith III	34.76
23410 - Heating, Ventilation And Air-Conditioning Mechanic	34.17
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	36.34
23430 - Heavy Equipment Mechanic	32.99
23440 - Heavy Equipment Operator	34.11
23460 - Instrument Mechanic	34.76
23465 - Laboratory/Shelter Mechanic	32.65
23470 - Laborer	17.81
23510 - Locksmith	32.65
23530 - Machinery Maintenance Mechanic	35.21
23550 - Machinist, Maintenance	34.76
23580 - Maintenance Trades Helper	23.31
23591 - Metrology Technician I	34.76
23592 - Metrology Technician II	36.98
23593 - Metrology Technician III	39.14
23640 - Millwright	34.76
23710 - Office Appliance Repairer	31.57
23760 - Painter, Maintenance	28.95
23790 - Pipefitter, Maintenance	37.59
23810 - Plumber, Maintenance	35.31
23820 - Pneudraulic Systems Mechanic	34.76
23850 - Rigger	34.76
23870 - Scale Mechanic	30.53
23890 - Sheet-Metal Worker, Maintenance	41.67
23910 - Small Engine Mechanic	25.39
23931 - Telecommunications Mechanic I	36.30
23932 - Telecommunications Mechanic II	38.61
23950 - Telephone Lineman	40.52
23960 - Welder, Combination, Maintenance	28.69
23965 - Well Driller	34.76
23970 - Woodcraft Worker	34.76
23980 - Woodworker	26.20
24000 - Personal Needs Occupations	

24550 - Case Manager	17.80
24570 - Child Care Attendant	14.06***
24580 - Child Care Center Clerk	17.84
24610 - Chore Aide	14.94***
24620 - Family Readiness And Support Services Coordinator	17.80
24630 - Homemaker	20.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.31
25040 - Sewage Plant Operator	30.39
25070 - Stationary Engineer	33.31
25190 - Ventilation Equipment Tender	22.97
25210 - Water Treatment Plant Operator	30.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.78
27007 - Baggage Inspector	17.37
27008 - Corrections Officer	30.08
27010 - Court Security Officer	30.76
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	30.08
27070 - Firefighter	32.05
27101 - Guard I	17.37
27102 - Guard II	19.43
27131 - Police Officer I	36.74
27132 - Police Officer II	40.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	21.31
28042 - Carnival Equipment Repairer	23.28
28043 - Carnival Worker	15.74***
28210 - Gate Attendant/Gate Tender	22.81
28310 - Lifeguard	24.51
28350 - Park Attendant (Aide)	25.50
28510 - Recreation Aide/Health Facility Attendant	18.61
28515 - Recreation Specialist	31.61
28630 - Sports Official	20.30
28690 - Swimming Pool Operator	27.14
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	
29020 - Hatch Tender	
29030 - Line Handler	
29041 - Stevedore I	
29042 - Stevedore II	
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.79
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.88
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.01
30021 - Archeological Technician I	18.98
30022 - Archeological Technician II	21.23
30023 - Archeological Technician III	26.31
30030 - Cartographic Technician	26.31
30040 - Civil Engineering Technician	26.31
30051 - Cryogenic Technician I	29.13
30052 - Cryogenic Technician II	32.17
30061 - Drafter/CAD Operator I	18.98
30062 - Drafter/CAD Operator II	21.23
30063 - Drafter/CAD Operator III	23.67
30064 - Drafter/CAD Operator IV	29.13
30081 - Engineering Technician I	16.90
30082 - Engineering Technician II	18.98
30083 - Engineering Technician III	22.50
30084 - Engineering Technician IV	29.74
30085 - Engineering Technician V	32.60
30086 - Engineering Technician VI	39.41
30090 - Environmental Technician	24.43
30095 - Evidence Control Specialist	26.31



30210 - Laboratory Technician	23.67
30221 - Latent Fingerprint Technician I	29.13
30222 - Latent Fingerprint Technician II	32.17
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.85
30362 - Paralegal/Legal Assistant II	25.84
30363 - Paralegal/Legal Assistant III	31.60
30364 - Paralegal/Legal Assistant IV	38.23
30375 - Petroleum Supply Specialist	32.17
30390 - Photo-Optics Technician	26.31
30395 - Radiation Control Technician	32.17
30461 - Technical Writer I	26.31
30462 - Technical Writer II	32.17
30463 - Technical Writer III	38.92
30491 - Unexploded Ordnance (UXO) Technician I	28.47
30492 - Unexploded Ordnance (UXO) Technician II	34.44
30493 - Unexploded Ordnance (UXO) Technician III	41.28
30494 - Unexploded (UXO) Safety Escort	28.47
30495 - Unexploded (UXO) Sweep Personnel	28.47
30501 - Weather Forecaster I	29.13
30502 - Weather Forecaster II	35.43
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.67
30621 - Weather Observer, Senior	(see 2) 26.31
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.44
31020 - Bus Aide	15.02***
31030 - Bus Driver	21.55
31043 - Driver Courier	16.53
31260 - Parking and Lot Attendant	13.62***
31290 - Shuttle Bus Driver	16.84
31310 - Taxi Driver	15.02***
31361 - Truckdriver, Light	18.06
31362 - Truckdriver, Medium	19.59
31363 - Truckdriver, Heavy	24.47
31364 - Truckdriver, Tractor-Trailer	24.47
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.79
99030 - Cashier	14.27***
99050 - Desk Clerk	23.52
99095 - Embalmer	28.47
99130 - Flight Follower	28.47
99251 - Laboratory Animal Caretaker I	18.04
99252 - Laboratory Animal Caretaker II	21.38
99260 - Marketing Analyst	30.14
99310 - Mortician	28.47
99410 - Pest Controller	20.97
99510 - Photofinishing Worker	15.25***
99710 - Recycling Laborer	27.26
99711 - Recycling Specialist	33.02
99730 - Refuse Collector	24.40
99810 - Sales Clerk	16.12***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	34.37
99831 - Surveying Aide	18.79
99832 - Surveying Technician	25.76
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

\*\*\*Workers in this classification may be entitled to a higher minimum wage under

Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$2.15 per hour, up to 40 hours per week, or \$86.00 per week, or \$372.67 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.98 per hour, up to 40 hours per week.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.74 per hour up to 40 hours per week, or \$69.60 per week, or \$301.60 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.57 per hour, up to 40 hours per week. \*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage



determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the



authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

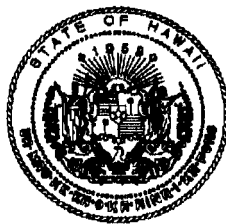
6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**Exchange Deed and Agreement to Exchange (DHHL and DLNR) for  
TMK Nos. (4) 1-8-07:18 and 1-2-05:29**





R-1020 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
JAN 28, 2005 12:00 PM  
Doc No(s) 2005-017422



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/3 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup (X) To:

DEPT. OF LAND AND NATURAL RESOURCES  
LAND DIVISION

Total Number of Pages: 13

LOD No. 28,462

Tax Map Key Nos. (4) 1-8-07:18 &  
1-2-02:29

EXCHANGE DEED AND AGREEMENT TO EXCHANGE

THIS INDENTURE, made and entered into this 20th  
day of January, 2005, by and between the STATE OF  
HAWAII, DEPARTMENT OF HAWAIIAN HOME LANDS, by its Hawaiian Homes  
Commission, whose address is Post Office Box 1879, Honolulu,  
Hawaii 96805, hereinafter referred to as "DHHL," and the STATE OF  
HAWAII, by its Board of Land and Natural Resources, whose address  
is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter  
referred to as the "State";

WITNESSETH:

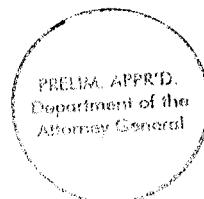
WHEREAS, DHHL is the owner of that certain parcel of  
land situate at Waimea, Kauai, Hawaii, containing an area of  
25.686 acres;

WHEREAS, the State is the owner of that certain parcel  
of land situate at Hanapepe, Waimea, Kauai, Hawaii, containing an  
area of 5.153 acres;

WHEREAS, pursuant to the Task Force of Department of  
Hawaiian Home Lands on "Land Title Status and Related Claims" the

69136\_1

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



DHHL claims that 25.686 acres of Hawaiian Home Lands (TMK No. (4) 1-2-02:29) at Kekaha, Waimea, Kauai, Hawaii, was disposed of improperly by the State on August 20, 1964, under General Lease No. S-3852 to the United States of America for ammunition storage purposes; and

WHEREAS, the State agreed that the DHHL parcel lies within the 15,061 acres of land selected by DHHL by Joint Resolution signed on December 16, 1961; and

WHEREAS, this land exchange of State land with DHHL land will enhance DHHL's holdings and allow DHHL to proceed with the DHHL's program objective of building homes for its constituents; and

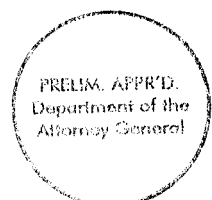
WHEREAS, the land of DHHL has an appraisal value of TWELVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$12,400.00), and the land of the State has an appraisal value of TWELVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$12,400.00).

NOW, THEREFORE, for and in consideration of the above and the covenants, agreements, and conditions as hereinafter set forth, the parties agree as follows:

1. DHHL Conveyance.

DHHL, for itself, its successors and assigns, and in consideration of the covenant of the State as hereinafter described and conveyance to DHHL of State's land described in Exhibit "C" and delineated on Exhibit "D" herein, does by these presents, grant, bargain, sell and convey unto the State, its successors and assigns, forever in fee simple, that certain parcel of land situate at Waimea, Kauai, Hawaii, designated as "Portion of the Hawaiian Home Land of Waimea," containing an area of 25.686 acres, all more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 22,950 and dated February 24, 2000.

TO HAVE AND TO HOLD the same, together with all buildings and improvements thereon and all tenements, rights, easements, privileges and appurtenances thereunto belonging, or appertaining or held and enjoyed therewith, unto the State, its successors and assigns, forever.





AND, said DHHL, its successors and assigns, warrants that it is lawfully seized of this land in fee simple, that it has good right to grant and convey the same as aforesaid; that the same is free and clear of all liens and encumbrances; and that DHHL, and DHHL's successors and assigns shall WARRANT AND DEFEND the same unto the State, its successors and assigns, against any and all lawful claims and demands of all persons whomsoever, forever.

AND, the State covenants that this purchase of real property has had prior approval as to form, exceptions, and reservations by the Attorney General pursuant to section 26-7 and section 107-10, Hawaii Revised Statutes.

AND, the DHHL warrants that if any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials by the DHHL on or adjacent to the Property, as determined by the State in its sole discretion, then the DHHL shall be responsible for the reasonable costs thereof. In addition, the DHHL shall execute affidavits, representations and the like from time to time at the State's request concerning DHHL's best knowledge and belief regarding the presence of hazardous materials on the Property placed or released by the DHHL.

The DHHL agrees to indemnify, defend, and hold the State harmless, from any damages and claims resulting from the release of hazardous materials on or about the Property occurring while DHHL was in possession of the Property, or elsewhere if caused by DHHL or persons acting through or under DHHL.

For the purpose of this deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are 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, Chapter 128D, Hawaii Revised Statutes, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

AND, DHHL shall conduct a Phase I environmental site assessment no later than thirty days before the effective date of this deed, and then conduct any and all abatement and disposal, as warranted by that Phase I environmental site assessment, all as satisfactory to the standards required by the Federal



Environmental Protection Agency, and the Department of Health, as determined by the State in its sole discretion.

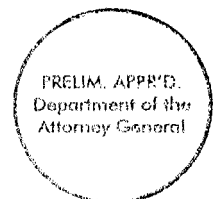
2. State Agreement and Conveyance.

The State, for and in consideration of the foregoing conveyance to it, and pursuant to the provisions of Section 171-95(a)(4), Hawaii Revised Statutes, as amended, does hereby covenant that it shall convey to the DHHL, the DHHL's successors and assigns, by a separate instrument in the nature and form of a Land Patent Grant, SUBJECT, HOWEVER, to mineral (including geothermal) and water reservations, and easements and encumbrances of record, and furthermore does hereby grant, bargain, sell and convey unto DHHL, DHHL's successors and assigns, forever in fee simple, that parcel of land situate at Hanapepe, Waimea, Kauai, Hawaii, designated as "Portion of the Government (Crown) Land of Hanapepe, Lot 2-B," containing an area of 5.153 acres, subject, however, to a Perpetual Non-Exclusive Drainage Easement containing an area of 2,013 square feet, and subject, also, to Non-Exclusive Drainage Easement D-1 containing an area of 8,033 square feet, all more particularly described in Exhibit "C" and delineated on Exhibit "D," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 23,181 and dated November 15, 2001.

SUBJECT, FURTHER, that the Department of Land and Natural Resources shall be responsible for the removal of all trash debris and abandoned vehicles found on the land identified as Tax Map Key No. (4)1-8-07:18 as of the effective date of this land exchange, and shall complete said removal by no later than one (1) year after the effective date of this land exchange.

TO HAVE AND TO HOLD the same, together with all buildings and improvements thereon, and all tenements, rights, easements, privileges, and appurtenances thereunto belonging, or appertaining or held and enjoyed therewith, unto the DHHL, the DHHL's successors and assigns forever, subject to the encumbrances noted herein.

AND DHHL for itself, DHHL's successors and assigns, covenants that the use and enjoyment of the lands received from the State 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.

IN WITNESS WHEREOF, the DHHL, has caused these presents to be executed this 4th day of November, 20 04, and the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 30th day of January, 20 05, both effective as of the day, month, and year first above written.

DEPARTMENT OF HAWAIIAN HOME  
LANDS, STATE OF HAWAII

Approved by the Board of  
Land and Natural Resources  
at its meetings held on  
June 10, 1993,  
June 24, 1997, and  
April 12, 2001.

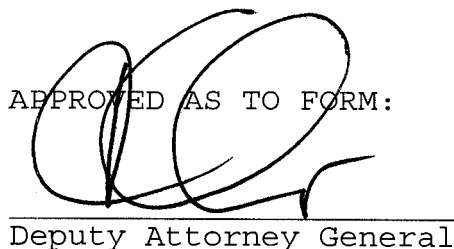
By



MICAH A. KANE, CHAIRPERSON  
HAWAIIAN HOMES COMMISSION

DHHL

APPROVED AS TO FORM:

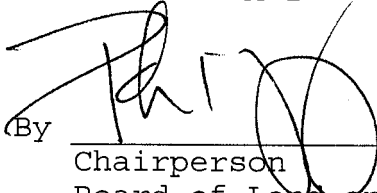


Deputy Attorney General

Dated:

11/4/2004

STATE OF HAWAII

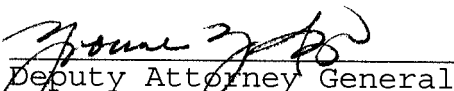


By

Chairperson  
Board of Land and  
Natural Resources

STATE

APPROVED AS TO FORM:



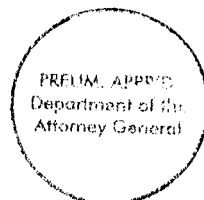
Deputy Attorney General

Dated:

11/21/03

APPROVED:

United States Secretary of  
the Interior





STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES

HONOLULU

C.S.F. No. 22,950

February 24, 2000

PORTION OF THE HAWAIIAN HOME LAND OF WAIMEA

Waimea, Kauai, Hawaii

Being portion of the Government Land of Waimea designated as Hawaiian Home Lands by Section 203 of the Hawaiian Home Commission Act, 1920 and as approved by the Department of Hawaiian Home Lands and the Department of Land and Natural Resources by Joint Resolution dated December 16, 1961.

Being also portion of Parcel 1 of Tract E-3 of the U.S. Military Reservation covered by General Lease No. S-3852 to the United States of America

Beginning at the northwest corner of this parcel of land and on the boundary between the Government Land of Waimea and the Hawaiian Home Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "NOHILI", being 8009.49 feet South and 9806.81 feet East, thence running by azimuths measured clockwise from True South:-

1. 265° 32' 40" 930.14 feet along the remainder of the Hawaiian Home Land of Waimea;
2. 359° 05' 10" 722.14 feet along the remainder of the Hawaiian Home Land of Waimea;
3. 23° 47' 20" 1397.98 feet along the remainder of the Hawaiian Home Land of Waimea;

PRELIM. APPR'D.  
Department of the  
Attorney General

**EXHIBIT "A"**



4. 169° 00'

1965.09 feet along Parcel 2 of Tract E-3 of the U.S.  
Military Reservation to the point of  
beginning and containing an AREA OF  
25.686 ACRES.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: \_\_\_\_\_

Stanley T. Hasegawa

Licensed Land Surveyor No. 1632 gm

Reviewed and Approved by:

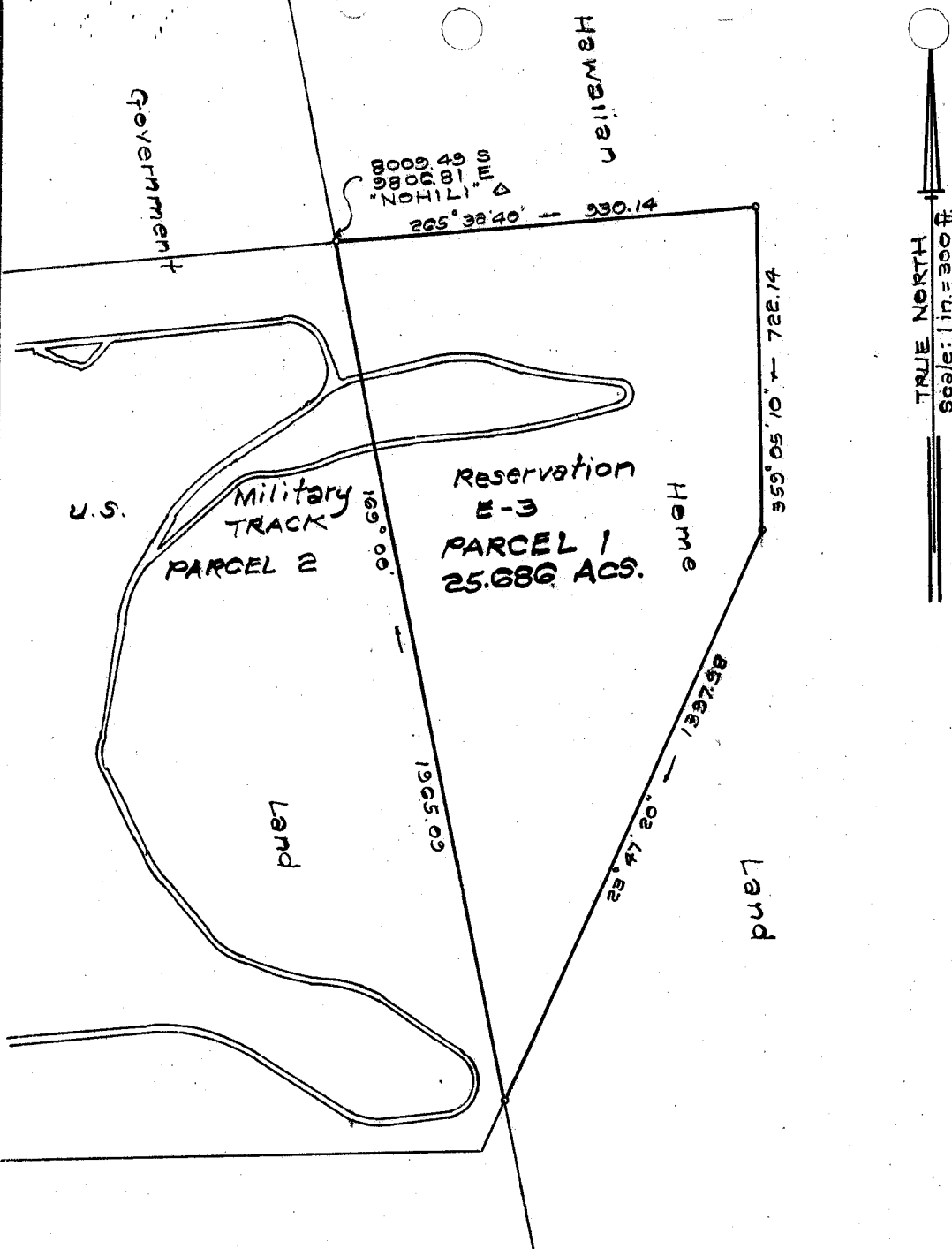
Randall M. Hashimoto

Randall M. Hashimoto

State Land Surveyor

Compiled from H.S.S. Plat  
3087-A, CSFs 13610, 14517,  
map filed in Cs. 4-55 and  
other Govt. Survey Records.  
TMK:

PRELIM. APPR'D.  
Department of the  
Attorney General



**PORTION OF THE HAWAIIAN HOME LAND OF WAIMEA**  
 Waimea, Kauai, Hawaii  
 Scale: 1 inch = 300 feet

**REDUCED NOT TO SCALE**

JOB K-45(2000)  
 C. BK.

TAX MAP 1-2-02:29

C.S.F. NO. 22,950

**SURVEY DIVISION**  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
**STATE OF HAWAII**

S.T.H. Feb 24, 2000

PRELIM. APPR'D.  
 Department of the  
 Attorney General





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

C.S.F. No. 23,181

November 15, 2001

**PORTION OF THE  
GOVERNMENT (CROWN) LAND OF HANAPEPE**

**LOT 2-B**

**Hanapepe, Waimea, Kauai, Hawaii**

Being also the Buffer Zone situated along the west boundaries of Hanapepe Heights House Lots, Unit 2 and Parcels 3 and 7 of Grant S-15,713 to Housing Finance and Development Corporation.

Beginning at the southeast corner of this parcel of land and on the west side of Moi Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUOLU" being 7132.83 feet North and 4310.54 feet East, thence running by azimuths measured clockwise from True South:-

1. 104° 38' 30" 188.97 feet along Lot 2-A of the Government (Crown) Land of Hanapepe;
2. 194° 38' 30" 2992.00 feet along Lot 2-A of the Government (Crown) Land of Hanapepe;
3. 284° 38' 30" 73.00 feet along L.P. Grant S-15,904 to the Department of Hawaiian Home Lands;

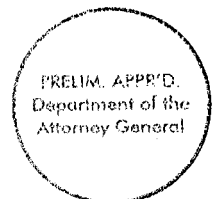
PRELIM. APPR'D.  
Department of the  
Attorney General

4. 14° 38' 30" 2942.00 feet along Parcels 3 and 7 of Grant S-15,713 to Housing Finance and Development Corporation and Hanapepe Heights House Lots, Unit 2;
5. 284° 38' 30" 124.91 feet along Hanapepe Heights House Lots, Unit 2;
6. Thence along the west side of Moi Road on a curve to the right with a radius of 365.00 feet, the chord azimuth and distance being:  
24° 46' 23" 50.79 feet  
to the point of beginning and containing an  
AREA OF 5.153 ACRES.

Subject, however, to a Perpetual Non-Exclusive Drainage Easement covered by Grant of Easement: State of Hawaii to the County of Kauai dated September 17, 2001 and recorded as Document No. 2001-146,800 (Land Office Deed 28,490). Said easement more particularly described as follows:

Beginning at the northeast corner of this easement and on the west boundary of Hanapepe Heights House Lots, Unit 2, the true azimuth and distance from the end of Course 3 of the above-described Lot 2-B of the Government (Crown) Land of Hanapepe being 14° 38' 30" 499.51 feet, thence running by azimuths measured clockwise from True South:-

1. 14° 38' 30" 49.50 feet along Parcel 7 of Grant S-15,713 to Housing Finance and Development Corporation and Hanapepe Heights House Lots, Unit 2;



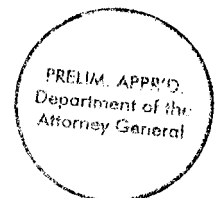


2. 59° 38' 30" 40.00 feet;
3. 149° 38' 30" 35.00 feet;
4. 239° 38' 30" 75.00 feet to the point of beginning and containing  
an AREA OF 2013 SQUARE FEET.

Subject, also, to Non-Exclusive Drainage Easement D-1 in favor of the Department of Hawaiian Home Lands as shown on plan attached hereto and made a part hereof and more particularly described as follows:

Beginning at the northeast corner of this easement, being also the end of Course 3 of the above-described Lot 2-B of the Government (Crown) Land of Hanapepe, thence running by azimuths measured clockwise from True South:-

1. 14° 38' 30" 499.51 feet along Parcels 3 and 7 of Grant S-15,713  
to Housing Finance and Development  
Corporation;
2. 59° 38' 30" 75.00 feet;
3. 226° 47' 71.49 feet;
4. 194° 38' 30" 492.01 feet;

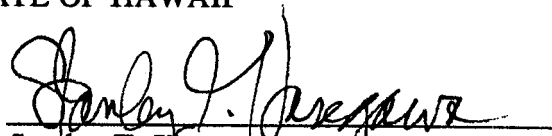


5. 284° 38' 30"

15.00 feet along L.P. Grant S-15,904 to the  
Department of Hawaiian Home Lands to  
the point of beginning and containing an  
AREA OF 8033 SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By:

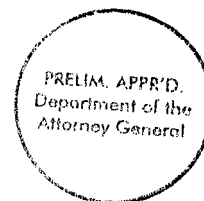
  
Stanley T. Hasegawa  
Licensed Land Surveyor No. 3632 gm

Reviewed and Approved by:



Randall M. Hashimoto  
State Land Surveyor

Compiled from CSFs 5010,  
9988, 12883, 13507, 16894,  
20951, 21141, 22452, 22631  
and Govt. Survey Records.  
TMK: 1-8-07:18





TRUE NORTH

Scale: 1 in. = 300ft.

L.P. Grant S-15,904  
to the Department of  
Hawaiian Home Lands  
(C.S.F. 22,631)

Parcel 3

Grant S-15713 to Housing Finance  
and Development Corporation  
(C.S.F. 20,957)

Non-Exclusive  
Drainage Easement D-1

Land

Perpetual Non-Exclusive  
Drainage Easement  
(C.S.F. 22,452)

Grant of Easement: State of Hawaii  
to the County of Kauai dated  
September 17, 2001 and Recorded  
as Document No. 2001-146,800  
(L.O.D. 28,490)

Lot 2-A

5.153 ACRES

Government

(Crown)

HOUSE  
2  
3075-C

Plat

HEIGHTS  
UNIT  
(H.S.S.)

PRELIM. APPR'D.  
Department of the  
Attorney General

284°38'30"  
124.91

290°47'  
298°45'46"  
R=365.00

104°38'30"  
188.97

7132.83 N  
4910.54 E  
"PUOLU" Δ

284°38'30"  
73.00

SEE INSET

MOKIHANA RD.

LOTS

MOKIHANA RD.

HOUSE  
2  
3075-C

Plat

HEIGHTS  
UNIT  
(H.S.S.)

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SEE INSET

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124.91

290°47'  
298°45'46"  
R=365.00

104°38'30"  
188.97

7132.83 N  
4910.54 E  
"PUOLU" Δ

284°38'30"  
73.00

SEE INSET

MOKIHANA RD.

LOTS

MOKIHANA RD.

HOUSE  
2  
3075-C

Plat

HEIGHTS  
UNIT  
(H.S.S.)

PRELIM. APPR'D.  
Department of the  
Attorney General

284°38'30"  
124.91

290°47'  
298°45'46"  
R=365.00

104°38'30"  
188.97

7132.83 N  
4910.54 E  
"PUOLU" Δ

284°38'30"  
73.00

SEE INSET

## **Appendix D**

### **Detailed List of Activities and Operational Elements Under Current Real Estate Agreements**



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## **D.1 List and Description of Navy Leaseholds and Easement Areas**

### **List and Description of Leases and Easements at the Main Base**

**Table D.1-1** includes a list of activities or operational elements for leaseholds and easements at the Main Base. Figures D-1 through D-3 depict the leaseholds and easement areas at the Main Base.

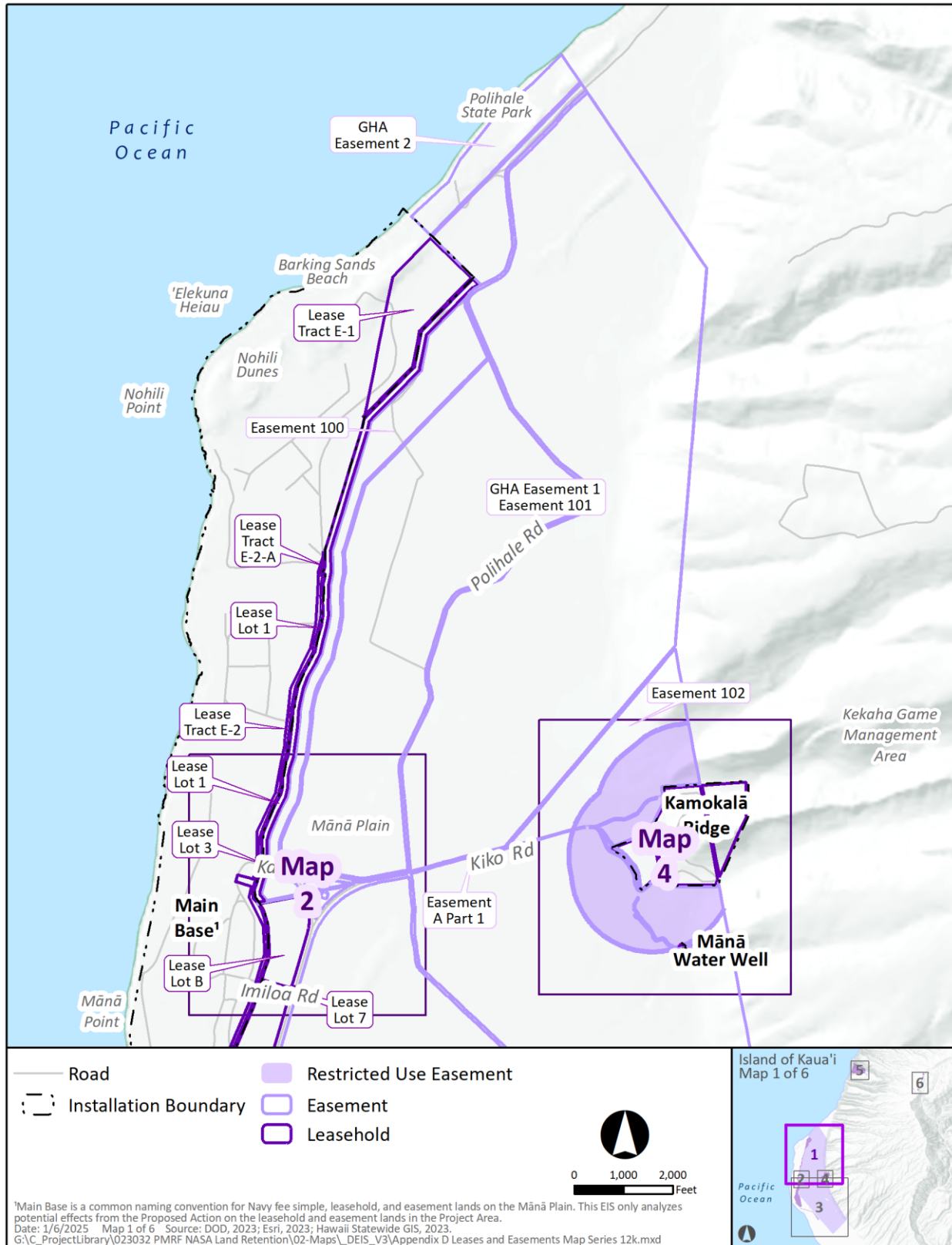
**Table D.1-1 Navy Leases and Easements on State Land at the Main Base**

<b>Name</b>	<b>Grant Type</b>	<b>Activity/Operational Element</b>	<b>Size (ac)</b>
Tract E-1	Lease	Contains ordnance related facilities, and lands required to comply with Federal ATFP guidelines regarding setback distances around military bases.	69.562
Tract E-2 Tract E-2-A	Lease	Operations. Includes lands required to comply with Federal ATFP guidelines regarding setback distances around military bases.	45.268 0.777
Lot B	Lease	Encroachment.	32.070
Lot 1	Lease	Drainage.	47.937
Lot 9	Lease	Drainage.	12.422
Lot 3	Lease	Access.	0.232
Lot 10	Lease	Drainage. Includes lands required to facilitate the operation and maintenance of drainage ditches and pumps to protect adjacent lands from flooding.	5.171
Lot 13	Lease	Access. Includes lands required to facilitate access in support of the operation and maintenance of drainage ditches and pumps to protect adjacent lands from flooding.	0.434
Lot 7	Lease	Access. Includes Exclusive Roadway Access Easement.	1.618
Lot A-1	Lease	Encroachment/Drainage. Includes Non-Exclusive Drainage Easement and Roadway Access Easement.	176.16
<b>Main Base Leases Subtotal</b>			<b>391.651</b>
Easement 100 Easement 101 Easement 102 Easement 103	Easement	Includes use of the lands for agricultural purposes to preclude encroachment on operations by development.	122.011 1,841.53 3,150.093 8.691
Easement 104 Easement 105	Easement	Includes use of the lands for agricultural purposes to preclude encroachment on operations by development.	9.489 17.875
Easement 107 Easement B Easement B-1 Easement B-2 Easement B-3 Easement B-4	Easement	Includes Non-Exclusive Roadway Access Easement.	0.170 3.084 0.069 0.069 0.044 0.067
Easement D	Easement	Electrical.	1.363
Easement E	Easement	Roadway.	0.441
Easement F	Easement	Cable.	0.049
Easement G Part 1	Easement	Water.	0.671
Easement G Part 2	Easement	Water.	0.138
Easement H	Easement	Roadway.	0.028
Easement A Part 1	Easement	Access.	2.141



Name	Grant Type	Activity/Operational Element	Size (ac)
GHA Easement 1 GHA Easement 2	Easement	Ground hazard area.	2,039.167 69.579
Main Base Easements Subtotal			7,266.769
Main Base Total Leases and Easements			7,658.42

Key: ATPF = Anti-terrorism/Force Protection; GHA=Ground Hazard Area.



**Figure D-1 Leases and Easements at Main Base (Northern Part)**



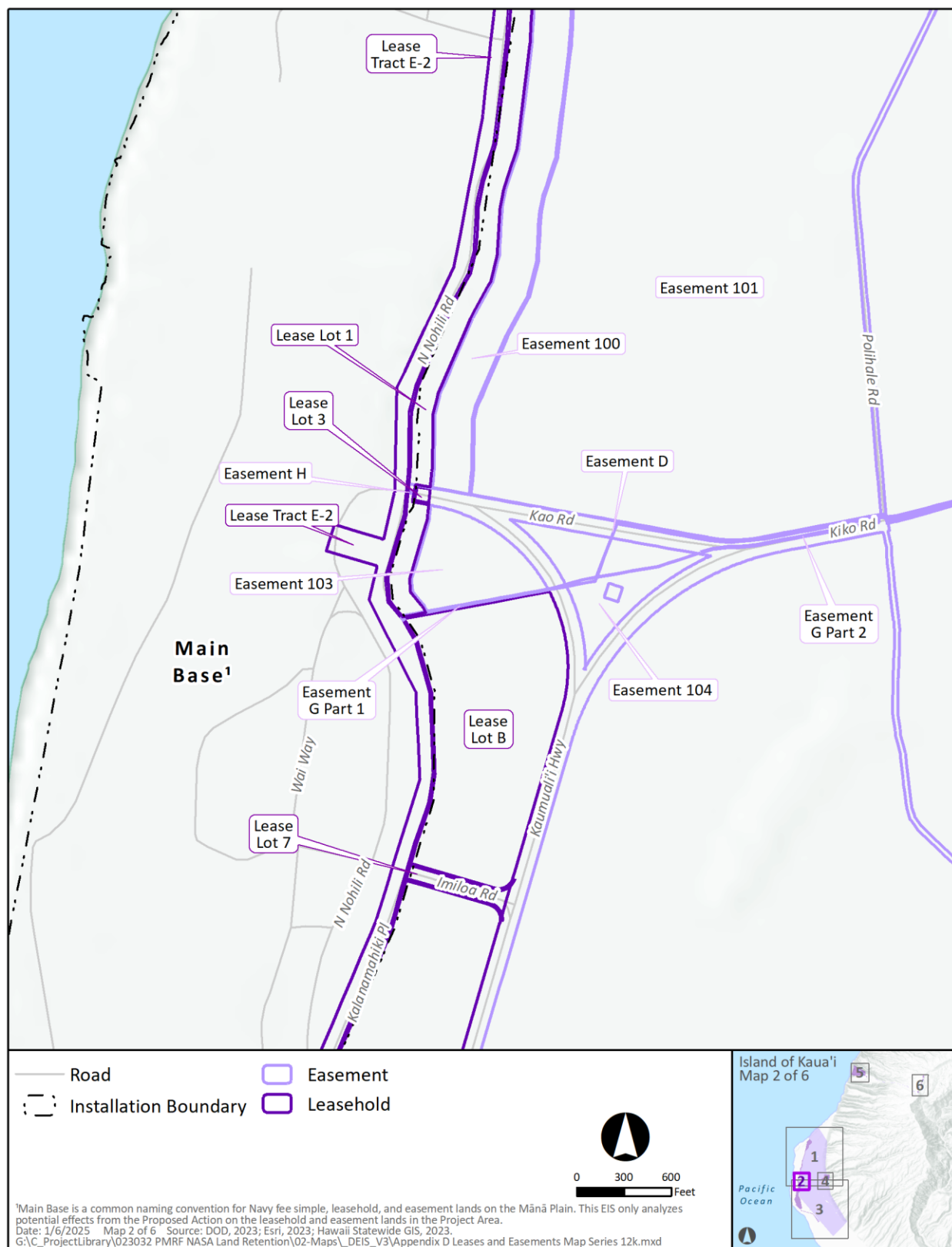
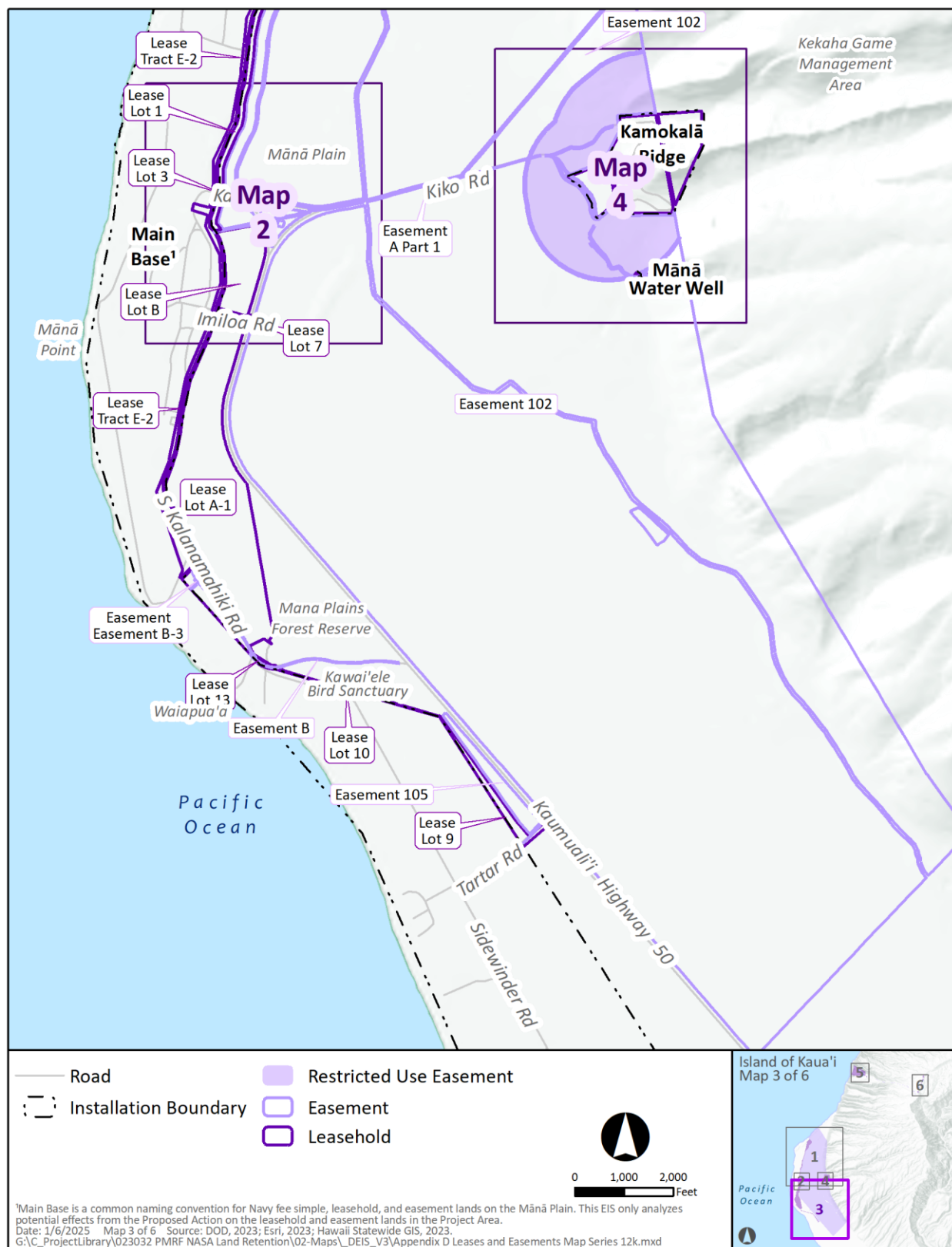


Figure D-2 Leases and Easements at Main Base (Center)



**Figure D-3 Leases and Easements at Main Base (Southern Part)**



#### List and Description of Leases and Easements at Kamokalā Ridge

**Table D.1-2** includes a list of activities or operational elements for leases and easements at Kamokalā Ridge. Figure D-4 depicts the leaseholds and easement areas at Kamokalā Ridge.

**Table D.1-2 Navy Leases and Easements on State Land at Kamokalā Ridge**

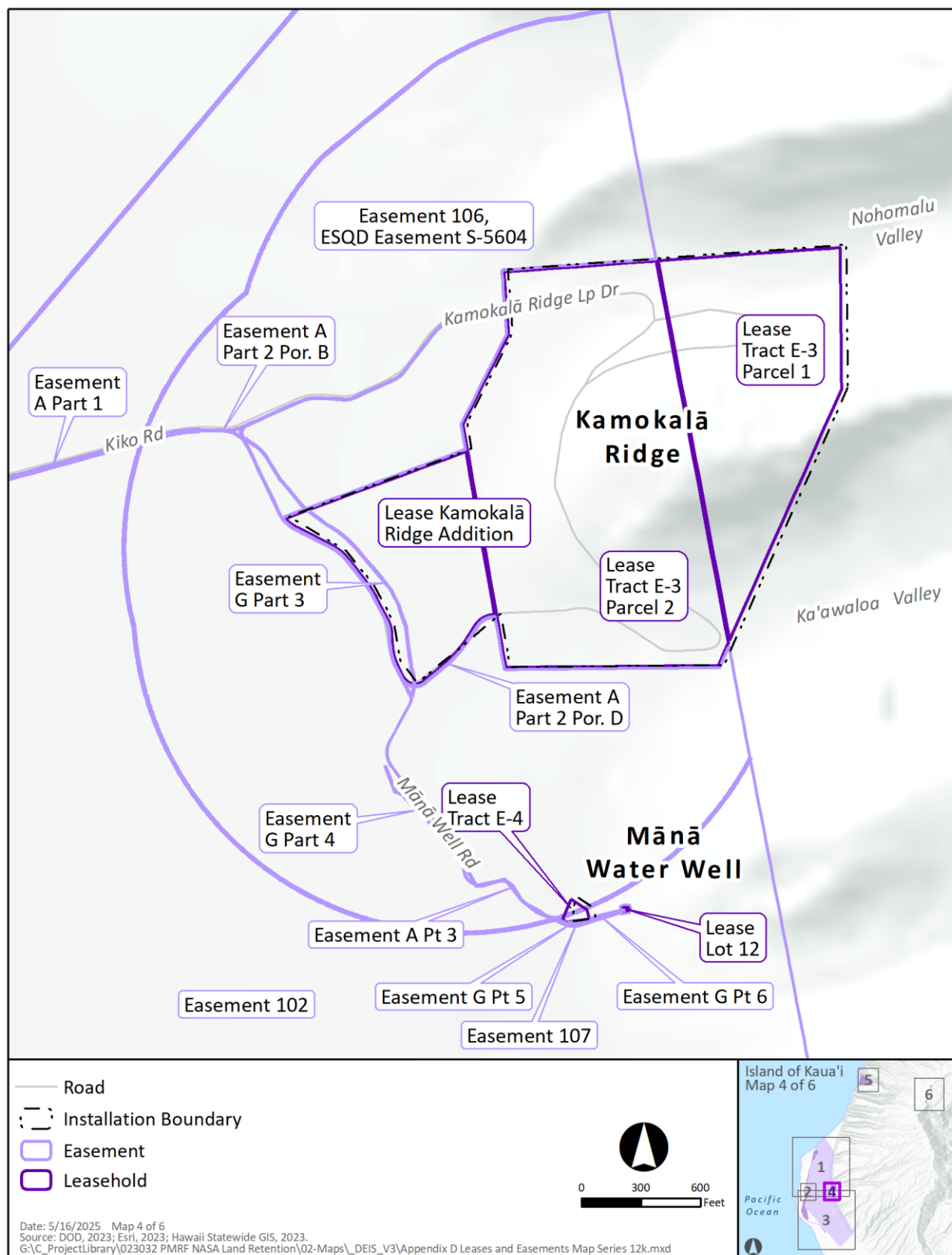
Name	Grant Type	Activity/Operational Element	Size (ac)
Tract E-3 Parcel 1 Tract E-3 Parcel 2	Lease	Magazines 1-12 are utilized for proper storage of explosives with effective flexibility to separate incompatible explosives.	25.686 48.777
Kamokalā Ridge Add	Lease	Magazines 12-13 are required for proper storage of explosives with effective flexibility to separate incompatible explosives.	14.372
<b>Kamokalā Ridge Leases Subtotal</b>			<b>88.835</b>
Easement 106, ESQD Easement S-5604	Easement	Restrictive Use. Includes use of the lands for agricultural purposes to preclude encroachment on operations by development.	176.372
Easement A Part 2 Por. A Easement A Part 2 Por. B Easement A Part 2 Por. C Easement A Part 2 Por. D Easement A Part 3	Easement	Includes Non-Exclusive Roadway Access Easement.	0.627 0.558 0.042 0.221 0.455
Easement G Part 3 Easement G Part 4 Easement G Part 5 Easement G Part 6	Easement	Water pipeline.	0.186 0.153 0.006 0.021
<b>Kamokalā Ridge Easements Subtotal</b>			<b>178.641</b>
<b>Kamokalā Ridge Total Leases and Easements</b>			<b>267.476</b>

#### List and Description of Leases at the Mānā Water Well

**Table D.1-3** includes a list of leases at the Mānā Water Well. Figure D-4 depicts the leaseholds at Mānā Water Well.

**Table D.1-3 Navy Leases on State Land at the Mānā Water Well**

Name	Grant Type	Activity/Operational Element	Size
Tract E-4	Lease	Infrastructure associated with well.	0.264
Lot 12	Lease	Location of water well.	0.026
<b>Water Well Total Leases</b>			<b>0.29</b>



**Figure D-4 Leases and Easements at Kamokalā Ridge and Mānā Water Well**



#### List and Description of Leases at Miloli'i Ridge

**Table D.1-4** includes a list of activities or operational elements for leases at Miloli'i Ridge. Figure D-5 depicts the leaseholds at Miloli'i Ridge.

**Table D.1-4 Navy Leases on State Land at Miloli'i Ridge**

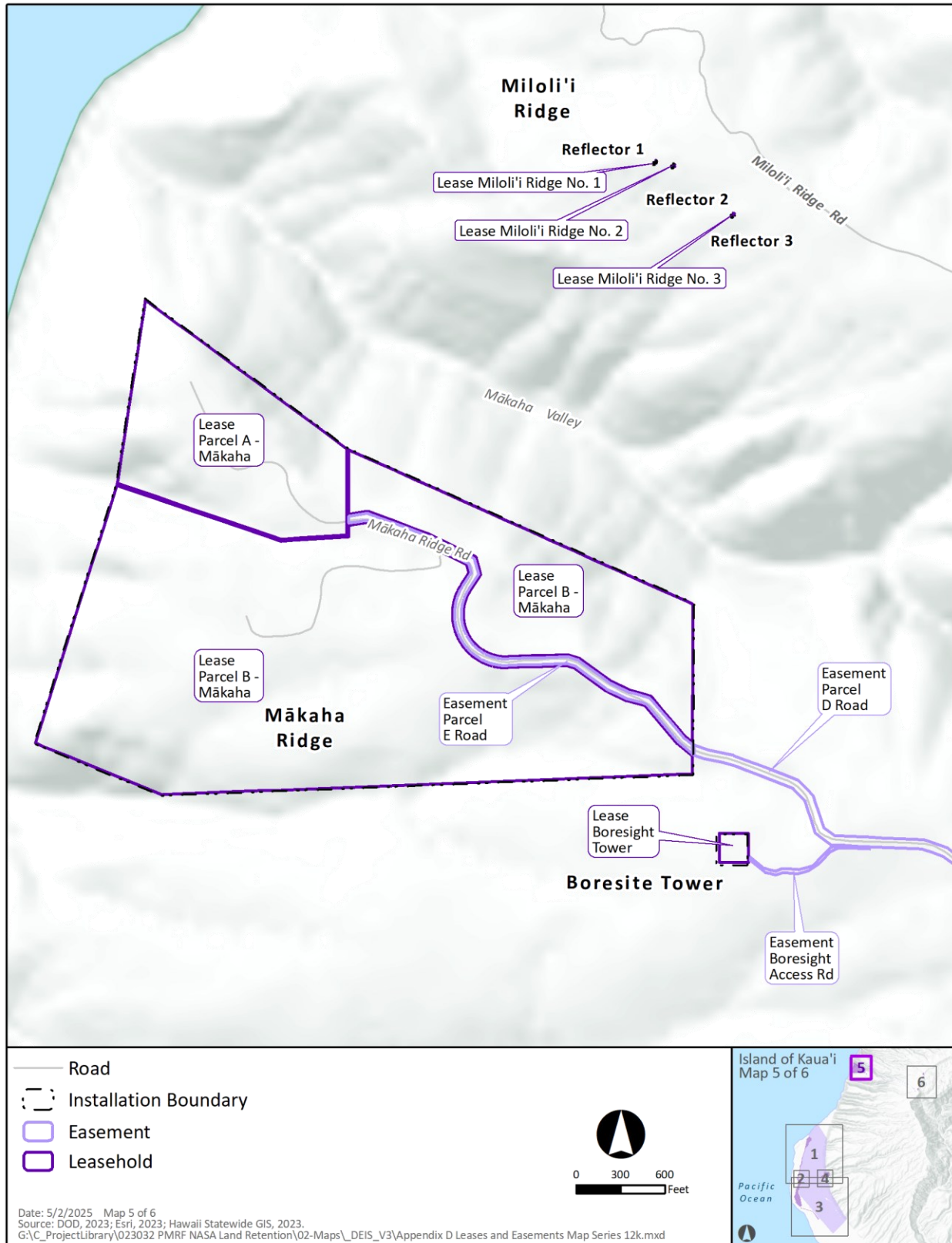
Name	Grant Type	Activity/Operational Element	Size (ac)
Miloli'i Ridge No. 1	Lease	Location of frequency shift reflector used with radar and telemetry stations.	0.005
Miloli'i Ridge No. 2			0.005
Miloli'i Ridge No. 3			0.005
Miloli'i Ridge Total Leases			0.015

#### List and Description of Leases and Easements at Mākaha Ridge

**Table D.1-5** includes a list of activities or operational elements for leases and easements at Mākaha Ridge. Figure D-5 depicts the leaseholds and easement areas at Mākaha Ridge.

**Table D.1-5 Navy Leases and Easements on State Land at Mākaha Ridge**

Name	Grant Type	Activity/Operational Element	Size
Parcel A – Mākaha Parcel B – Mākaha	Lease	The location has a guarded, secured entrance, a Frequency Interference Control Building, Maintenance Facility, Telemetry Building, a boresight tower, telemetry antennas, water tanks, a laboratory, radar sites, communications, a small power plant, antennas, and a helicopter landing pad. Most of these structures are on the top of the ridgeline and are in the line of sight of the Main Base. Unique location due to geography allowing coverage of both the base and ocean range.	35.04 167.05
Bore Site	Lease	Used to locate bore site targets for use with radar and telemetry stations.	1.012
<b>Mākaha Ridge Lease Subtotal</b>			<b>203.102</b>
Parcel E Road	Easement	Includes Non-exclusive Roadway Access Easement.	4.53
Parcel D Road Parcel C Road	Easement	Includes Non-exclusive Roadway Access Easement.	26.25 10.82
Bore Site Access Road	Easement	Includes Non-exclusive Roadway Access Easement.	0.613
<b>Mākaha Ridge Easement Subtotal</b>			<b>42.213</b>
<b>Mākaha Ridge Total Leases and Easements</b>			<b>245.315</b>



**Figure D-5 Leases and Easements at Mākaha Ridge and Miloli'i Ridge**



## D.2 List and Description of NASA Leaseholds and Easement Areas

**Table D.2-1** includes a list of activities or operational elements for leases and easements at Kōkeʻe Park Geophysical Observatory (KPGO). Figure D-6 depicts the leaseholds, easement areas, and the Navy use permit area at KPGO.

**Table D.2-1 NASA Leases and Easements on State Land at KPGO**

Name	Grant Type	Activity/Operational Element	Size
Sites A – E (6 parcels)	Lease, Easement	Facility housing radar antenna. Unique location due to geography allowing coverage of both the base and ocean range.	22.900

## D.3 General Description of Navy and NASA Real Estate Agreements with DLNR

**Tables D.3-1** and **D.3-2** provide the location, number, size, type, expiration, and general type of associated actions for the existing leases and easements. Full lease agreements are found in Appendix C.  
*Note to reviewer: This table, including acreages, will be updated when the Report to Congress is updated.*

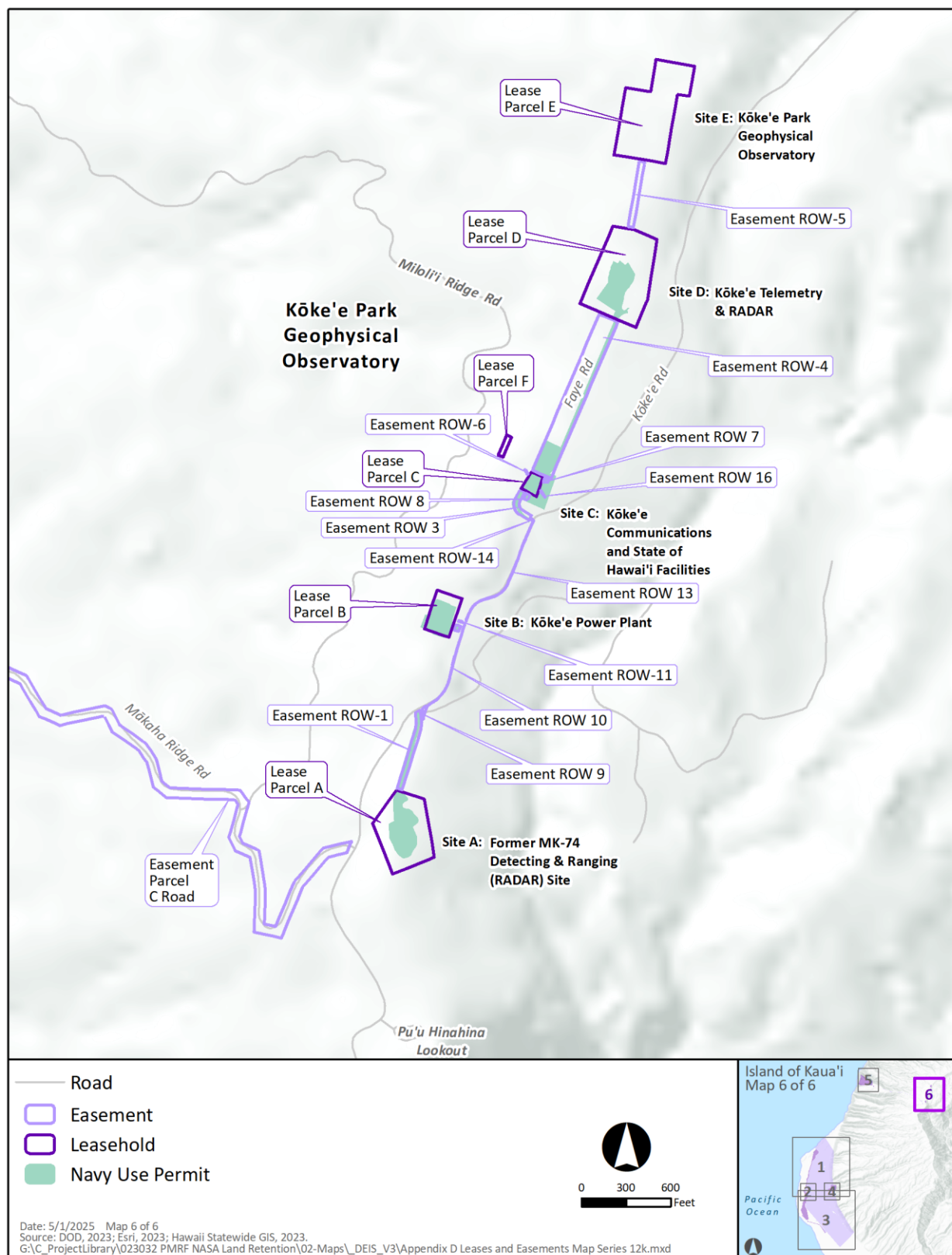
**Table D.3-1 Navy Leases on Kauaʻi with State of Hawaiʻi**

Site Name	City	Size (acres)	Type	Lessor	Expiration Fiscal Year	Renewal Fiscal Year
PMRF Lease S-3852	Kekaha	480.78	Lease	State of HI	2029	2029
PMRF Lease S-3852	Kekaha	10.18	Easement	State of HI	2029	2029
PMRF Mākaha Ridge Lease S-3952	Kekaha	203.10	Lease	State of HI	2030	2030
PMRF Mākaha Ridge Lease S-3952	Kekaha	7722.21	Easement	State of HI	2030	2030
PMRF Miloliʻi Ridge Easement S-5352	Kekaha	2108.75	Easement	State of HI	2030	2030
PMRF Miloliʻi Ridge Easement S-5804	Kekaha	5326.23	Easement	State of HI	2029	2029
PMRF Easement 106, ESQD Easement S-5604	Kekaha	176.372	Easement	State of HI	2029	2029

*Source:* Draft Report to Congress on the Department’s Efforts to Renew Department of Defense Leases and Easements in Hawaiʻi, September 2023.

**Table D.3-2 NASA Leases and Easements on Kauaʻi with State of Hawaiʻi**

Site Name	City	Size (acres)	Type	Lessor	Expiration Fiscal Year	Purpose and Associated Actions
Kōkeʻe Park Geophysical Observatory (6 parcels)	Waimea	23	Lease, Easement	State of HI	2030	Collect geodetic data, contribute to daily measurements of the Earth’s orientation in space and rotation.



**Figure D-6 Leases and Easements at Kōke'e Park Geophysical Observatory**



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**Appendix E**  
**Regulatory Setting**



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The United States (U.S.) Department of the Navy and NASA have jointly prepared this Environmental Impact Statement (EIS) based upon federal and state laws, statutes, regulations, and policies pertinent to the implementation of the Proposed Action. This appendix (E) lists the applicable principal federal, state, and local laws and regulations; identifies the names of the regulatory agencies responsible for their implementation; describes the relevance to the proposed action; identifies the relevant resources from the EIS; and describes briefly how compliance with these laws and regulations would be accomplished.

Table E-1 identifies federal laws, statutes, regulations, and policies applicable to the Project. Table E-2 identifies state laws, statutes, regulations, and policies as well as county-level ordinances and guidance relevant to the State's action to effectuate any of the action alternatives in the EIS.



**Table E-1 Federal Regulatory Setting**

<b>Agency</b>	<b>Federal Laws; Land Use Plans; Policies; Controls; and Guidance</b>	<b>Relevance to the Proposed Action</b>	<b>Relevant Resource(s)</b>	<b>Status of Compliance</b>
AASHTO	AASHTO 7 <sup>th</sup> Edition Highway and Street Design “Green Book”	The 7 <sup>th</sup> Edition Highway and Street Design is a comprehensive manual that provides guidance for highway and street design.	Transportation	The Proposed Action would be implemented in accordance with these standards.
CEQ and Office of Science and Technology Policy	EO 13840 Ocean Policy to Advance the Economic, Security, and Environmental Interest of the U.S.	Ensure protection, maintenance, and restoration of the health of the ocean.	Water Resources; Biological Resources	The Proposed Action would be implemented in accordance with this Order.
CNRH	IAP	The IAP is a guidance document that provides aesthetic and functional direction in site design, architecture, landscape architecture, and signage for new development and renovation efforts. The IAP helps to protect and preserve the installation’s natural and historic integrity and ensures a unified appearance for each installation and continuity across the region.	Visual Resources	This EIS was developed in accordance with the guidance in this plan.
Department of the Interior	NAGPRA Section 3001 of Title 25, U.S.C. (NAGPRA cultural items)	Governs the disposition of Native Hawaiian human remains and cultural items. It applies to cultural items and human remains discovered on federal or Tribal lands.	Cultural Resources, Archaeological and Historic Resources	This EIS was developed in accordance with this guidance.
DoD	DoD Instruction 4715.06 – Environmental Compliance in the U.S.	Establishes policies, assigns responsibilities, and provides procedures for achieving and maintaining environmental compliance in the U.S.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these standards.
DoD	DoD Instruction 4715.16 – Cultural Resources Management	Establishes policy, assigns responsibilities, and provides procedures for achieving and maintaining environmental compliance in the U.S.	Cultural Resources, Archaeological and Historic Resources	This EIS was developed in accordance with this guidance.
DoD	DoD Instruction 6050.05 – DoD Hazard Communication Program	Manages hazardous substances to minimize health and environmental risks and operational costs. Provides known hazard information to military personnel and civilian employees using hazardous chemicals, including engineered nanomaterials.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these standards.
DoD	NAVSUP Publication 573 (DLA Instruction 4145.11) – Storage and Handling of Hazardous Materials	Procedures for the receipt, storage, and handling of hazardous materials and wastes by DoD components, installation, and activities.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these standards.

Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
DoD	Defense Explosives Safety Regulation 6055.09	Establishes explosives safety standards for the DoD that are designed to manage explosives-related risk associated with DoD operations and installations by providing protection criteria.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these standards.
DoD	DoD Directive 4710.03, Consultation with NHOs (October 25, 2011, incorporating Change 1, August 31, 2018)	Provides policy, prescribes procedures, and assigns responsibilities for the management of archaeological and historic resources located in and on waters and lands under DoD control. It is the policy of DoD to integrate historic preservation requirements with the planning and management of activities under DoD control.	Cultural Resources	Consultation with NHOs, if required for compliance with NHPA according to the PA, would be conducted in accordance with this directive.
DoD	Danger Zone and Restricted Area Regulations (33 CFR part 334)	Hazardous materials and wastes exposure, including MEC.	Public Health and Safety	The Proposed Action would be implemented in accordance with these standards.
DoD	Final Military Munitions Rule (40 CFR part 266, Subpart M)	Hazardous materials and waste exposure, including MEC.	Public Health and Safety	The Proposed Action would be implemented in accordance with these standards.
DoD	Naval Ordnance Safety and Security Activity Instruction 8020.15E. Explosives Safety Review, Oversight, and Verification of Munitions Responses	Munition exposure.	Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.
DoD	UFC	UFC documents “provide planning, design, construction, sustainment, restoration, and modernization criteria, and apply to the Military Departments, the Defense Agencies, and the DoD Field Activities.”	Transportation	The Proposed Action would be implemented in accordance with these regulations.
EPA	40 CFR section 125.94	Compliance with BTA Standards.	Water Resources	The Proposed Action would be implemented in accordance with these standards.
EPA	National Primary Drinking Water Regulations 40 CFR part 141	Affects management of water sources by way of setting standards for drinking water quality. Groundwater quality and quantity are regulated under several statutes and regulations, including the SDWA.	Water Resources; Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.



Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
EPA	CWA section 402, NPDES Program (42 U.S.C. section 7401 et seq.) *includes NPDES and SWPPP	Regulates discharges of pollutants from point source to WOTUS and requires compliance with standards, limitations, and regulations. NPDES permits authorize discharges of stormwater associated with construction and industrial activities.	Hazardous Materials and Waste; Water Resources	The Proposed Action would be implemented in accordance with these standards.
EPA	CWA section 401 (33 U.S.C. section 1341; 40 CFR sections 121.2(a)(3), (4), and (5) Water Quality Certification)	Any federally authorized activity that may result in any discharge into state waters requires a Water Quality Certification.	Biological Resources; Water Resources; Public Health and Safety	The Proposed Action would be implemented in accordance with these standards.
EPA	The SDWA 42 U.S.C. sections 300f–300j et seq.	SDWA is a federal law that protects public drinking water supplies throughout the U.S.; under the SDWA, EPA sets standards for drinking water quality.	Water Resources	The Proposed Action would be implemented in accordance with these regulations.
EPA	Energy Independence and Security Act; PL 110–140 section 438	Federal agencies are required to reduce stormwater runoff from federal development and redevelopment projects to protect water resources.	Water Resources; Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.
EPA	40 CFR part 763 as relates to hazardous waste management	Hazardous materials and wastes exposure. The EPA controls hazardous waste including generation, transportation, treatment, storage, and disposal of hazardous waste.	Hazardous Materials and Waste; Public Health and Safety	The Proposed Action would be implemented in compliance with this Act.
EPA	Toxic Substances and Disease Registry – CERCLA 42 U.S.C. sections 9601–9675; 40 CFR parts 300–311; 40 CFR part 373	Hazardous materials and waste exposure.	Public Health and Safety	The Proposed Action would be implemented in compliance with this Act.
EPA	Pollution Prevention Act of 1990 (42 U.S.C. sections 13101–13109)	Hazardous materials and waste exposure.	Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.
EPA	Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. section 11001 et seq.; 40 CFR parts 350–372)	Hazardous materials and wastes exposure. Helps communities plan for chemical emergencies and requires industry to report on the storage, use, and releases of hazardous substances to federal, state, and local government.	Hazardous Materials and Waste; Public Health and Safety	The Proposed Action would be implemented in accordance with this Act.
EPA	Federal Insecticide, Fungicide, and Rodenticide Act of 1996 (7 U.S.C. section 136 et seq.)	Hazardous materials and waste exposure.	Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.

Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
EPA	Federal Environmental Pesticide Control Act of 1972 (7 U.S.C. sections 136–136y)	Hazardous materials and waste exposure.	Public Health and Safety, Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these regulations.
EPA	Federal Facilities Compliance Act of 1992 (PL 102–386)	Hazardous materials and waste exposure.	Public Health and Safety	The Proposed Action would be implemented in accordance with these regulations.
EPA	Noise Control Act of 1972 (PL 92–574, 42 U.S.C. section 4901 et seq.) and Amendments of 1978 (PL 95–609)	Establishes a national policy to promote an environment for all Americans free from noise that jeopardizes their health and welfare.	Public Health and Safety	The Proposed Action would be implemented in compliance with this Act.
EPA	40 CFR part 50	NAAQS.	Air Quality and Greenhouse Gases	The Proposed Action would not cause a violation of the NAAQS.
EPA	40 CFR part 60	New Source Performance Standards.	Air Quality and Greenhouse Gases	The Proposed Action would be implemented in accordance with these standards.
EPA	40 CFR parts 61–63	NESHAPs.	Air Quality and Greenhouse Gases	The Proposed Action would be implemented in accordance with these standards.
EPA	40 CFR part 70	State Operating Permits.	Air Quality and Greenhouse Gases	The Proposed Action would be implemented in accordance with these requirements.
EPA	40 CFR part 93.158	Federal actions are required to conform with the approved SIP for those areas of the U.S. designated as nonattainment or maintenance areas for any criteria air pollutant under the CAA.	Air Quality and Greenhouse Gases	The Proposed Action would be implemented in accordance with these requirements.
EPA	The Pollution Prevention Act, 42 U.S.C. section 13101 et seq.	The Pollution Prevention Act focuses on reducing the amount of pollution through changes in production, operation, and raw materials use.	Hazardous Materials and Waste	The Proposed Action would be implemented in compliance with this Act.
EPA; DoD	CWA (33 U.S.C. sections 1313, 1314, 303(d), 305(b) and most recent 304(a) list)	Mitigates impacts to surface water from construction activities and discharge to navigable waters.	Hazardous Materials and Wastes; Water Resources	The Proposed Action would be implemented in accordance with these regulations.
Federal Law	CWA (33 U.S.C. section 1344)	CWA establishes the basic structure for regulating discharges of pollutants into the WOTUS and sets quality standards for surface waters.	Water Resources	This EIS was developed in accordance with this guidance.



Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
Federal Law	NHPA, as amended (54 U.S.C. section 300101 et seq.)	Establishes national policy for the preservation of historic properties. Section 106 of the NHPA requires federal agencies to consider the effects of proposed undertakings, mitigate adverse effects of projects, and afford the ACHP and interested parties the opportunity to comment.	Cultural Resources	Compliance with the NHPA will be conducted according to the 2012 CNRH PA and any applicable amendments.
Federal Law	Protection of Historic Properties, 36 CFR section 800	Provides procedures for federal actions subject to Section 106 of the NHPA.	Archaeological and Historic Resources	This EIS was developed in accordance with this guidance.
Federal Law	NAGPRA of 1990 (25 U.S.C. sections 3001–3013)	Provides for the protection and repatriation of Native Hawaiian human remains and cultural items discovered on federal or Tribal lands or currently curated by federal or federally assisted curation facilities.	Cultural Resources	The Proposed Action would be implemented in accordance with this law and its implementing regulation.
Federal Law	Archaeological Resources Protection Act of 1979 (16 U.S.C. sections 470aa-470ll)	Provides for the protection of archaeological resources and sites on public lands by requiring permits from the federal land manager for excavation or removal of archaeological resources.	Cultural Resources	The Proposed Action would be implemented in accordance with this law and its implementing regulation.
Federal Law; Navy NEPA Guidance; NASA NEPA Guidance	NEPA; Navy procedures for implementing NEPA (42 U.S.C. section 4331; 32 CFR part 775); Fiscal Responsibility Act of 2023, PL 118-5	NEPA of 1969 orders the Federal Government to utilize a systematic and interdisciplinary approach to analyze decision making and planning for major federal actions that may have an impact on the environment.	All Resources	This EIS has been prepared in accordance with federal and state laws including: NEPA of 1969 (42 U.S.C. section 4321 et seq.); Navy and NASA regulations and policies for implementing NEPA (32 CFR section 775, 14 CFR section 1216, OPNAVINST 5090.1E, and NASA Procedural Requirement 8580.1A. The Fiscal Responsibility Act of 2023 was used to determine the joint status of NASA and Navy for the preparation of this EIS.
FEMA	Floodplain Management, EO 11988	Requires federal agencies to avoid long- and short-term adverse impacts associated with the occupancy and modification of floodplains and to avoid direct and indirect support of floodplain development. Flood potential of a site is usually determined by the 100-year floodplain, which is defined as the area that has a 1 percent chance of inundation by a flood event in a given year.	Water Resources	The Proposed Action would be implemented in accordance with this Order.

Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
FEMA	The National Flood Insurance Act 42 U.S.C. section 4001 et seq.	The National Flood Insurance Act establishes the NFIP, a voluntary floodplain management program for communities that is implemented by FEMA.	Water Resources	The Proposed Action would be implemented in accordance with this regulation.
FHWA	MUTCD for Streets and Highways, 11 <sup>th</sup> Edition	Defines national standards for traffic control devices on streets, highways, and site roadways open to public travel.	Transportation	The Proposed Action would be implemented in accordance with this guideline.
NASA	NASA's Procedures for Implementing NEPA, 14 CFR part 1216 et seq.	Regulations governing NASA's compliance with NEPA and CEQ's 40 CFR parts 1500–1508.	All Resources	The Proposed Action would be implemented in accordance with these regulations.
NASA	NASA Environmental Management, NPD 8500.1	NASA's environmental management policy.	All Resources	The Proposed Action would be implemented in accordance with these policies.
NASA	NASA NEPA Management Requirements, NPR 8580.1	Establishes procedures and responsibilities for complying with requirements of NEPA, CEQ's implementing regulations, EO 12114 – Environmental Effects Abroad of Major Federal Actions, and NPD 8500.1.	All Resources	The Proposed Action would be implemented in accordance with these requirements.
Navy	PMRF INRMP 2023	The INRMP, developed in accordance with the Sikes Act, establishes a framework for natural resource management at PMRF. It serves as a repository for natural resource information, provides guidance on how PMRF is to meet compliance requirements, and sets management goals, required actions, and resources necessary to protect and manage the installation's natural resources.	Biological Resources	This EIS was developed in accordance with the guidance.
Navy	PMRF Installation Development Plan	Land use constraints.	Land Use and Access	This EIS was developed in accordance with the guidance in this plan.
Navy	OPNAVINST 11010.40A	Establishes an encroachment management program to ensure operational maintenance that has direct bearing on land use planning on installations.	Land Use and Access	The Proposed Action would be implemented in accordance with this policy.
Navy	OPNAVINST 11010.36C	Provides guidance administering the AICUZ program, which recommends land uses that are compatible with noise levels, accident potential, and obstruction clearance criteria for military airfield operations.	Land Use and Access	The Proposed Action would be implemented in accordance with this policy.



Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
Navy	OPNAVINST 3550.1A	Provides guidance for the RAICUZ program. This program includes range safety and noise analyses and provides land use recommendations that are compatible with Range Compatibility Zones and noise levels associated with military range operations.	Land Use and Access	The Proposed Action would be implemented in accordance with this policy.
Navy	Environmental Readiness Program Manual (OPNAV M 5090.1)	Navy's policy guidance for environmental readiness. It discusses requirements, delineates responsibilities, and issues policy guidance for the management of the environmental, natural, and cultural resources for all Navy ships and shore activities.	All Resources	The Proposed Action would be implemented in accordance with this manual.
Navy	SECNAVINST 4000.35B DON Cultural Resource Program	Provides clarification on the responsibilities for management of historic buildings, structures, districts, archaeological sites and artifacts, historic ships and aircraft, and other cultural resources.	Cultural Resources	The Proposed Action would be implemented in accordance with this policy.
Navy	SECNAVINST 11010.14B DON Policy for Consultation with Federally Recognized Indian Tribes, Alaska Native Tribal Entities, and NHOs	Provides policy, procedures, and responsibilities when consulting with representatives of NHOs.	Cultural Resources	The Proposed Action would be implemented in accordance with this policy.
NAVFAC	PW6 600-01, Public Works Utilities Criteria for Design and Construction of Electrical, Sewer, and Water, April 10, 2006	Utilities design criteria.	Utilities	The Proposed Action would be implemented in accordance with these requirements.
NAVFAC	PW6 600-01 Public Works Utility Criteria for Design and Construction of Water Utilities	Utilities design criteria.	Utilities	The Proposed Action would be implemented in accordance with these requirements.
NOAA	Marine Mammal Protection Act (16 U.S.C. section 1361–1407)	Presence of one marine mammal, Hawaiian monk seal ( <i>Neomonachus schauinslandi</i> ), which is known to appear in study area.	Biological Resources	The Proposed Action would be implemented in accordance with requirements of the MMPA to protect the Hawaiian monk seal.
NOAA	National Coastal Zone Management Act (16 U.S.C. section 1451, 15 CFR part 930)	Federal actions or activities that affect any land or water use or natural resource of the coastal zone are to be carried out in a manner consistent to the maximum extent practicable with the enforceable policies of federally approved state coastal management program.	Hazardous Materials and Waste; Land Use and Access; Water Resources	The Proposed Action would be implemented in accordance with this Act to the extent practicable, consistent with the enforceable policies of Hawai'i's federally approved coastal management program.

Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
NOAA NMFS; USFWS	ESA (16 U.S.C. section 1531 et seq.)	Potential effects to federally listed species.	Biological Resources; Land Use and Access	The Proposed Action would be implemented in compliance with the ESA. No new effects to federally listed species on leasehold or easement lands would occur as a result of the Proposed Action.
NOAA NMFS; HDOH	EO 12088, Federal Compliance with Pollution Control Standards	Ensures federal compliance with applicable pollution control standards. Related to impacts from sediment resuspension and runoff due to operations.	Water Resources	The Proposed Action would be implemented in accordance with this Order.
OSHA	Occupational Safety and Health Act of 1970 (PL 91-596); OSHA Occupational Noise Exposure (29 CFR section 1910.95); OSHA Hazard Communication (29 CFR section 1910.1200)	Workforce safety, including occupational noise exposure limits and hazard communication.	Public Health and Safety; Hazardous Materials and Waste.	The Proposed Action would be implemented in accordance with these requirements.
Office of the President	EO 11990, Protection of Wetlands (42 FR 26961, May 24, 1977)	Requires federal agencies to adopt a policy to avoid long- and short-term adverse impacts associated with destruction and modification of wetlands and to avoid the direct and indirect support of new construction in wetlands whenever there is a practicable alternative.	Water Resources; Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with this Order.
Office of the President	EO 13112, Invasive Species (64 FR 6183; February 3, 1999)	Requires federal agencies whose actions may affect the status of invasive species to identify those actions and use relevant programs and authorities to prevent and manage the introduction of invasive species in consultation with the Invasive Species Council.	Biological Resources	The Proposed Action would be implemented in accordance with this Order.
Range Commanders Council	Range Commanders Council Standard 321-97	Range Commanders Council Standard 321-97 sets requirements for minimally acceptable risk criteria to occupational and nonoccupational personnel, test facilities, and non-military assets during range operations.	Public Health and Safety	The Proposed Action would be implemented in accordance with this policy.
United States Congress	An Act to Provide for the Admission of the State of Hawai'i into the Union (Act of March 18, 1959, Pub L 86-3, 73 Stat 4)	The "Admission Act" admits the State of Hawai'i into the U.S. Section 5(b) of the Act conveys certain lands into state ownership for the public trust. In Section 5(f) of the Act, those lands are held by the State as a public trust for certain purposes.	Land Use and Access	The Proposed Action would be implemented in accordance with the public trust obligations.



Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
USDA, NRCS	Farmland Protection Policy Act (7 U.S.C. sections 4201–4209 7)	Requires federal agencies to evaluate the adverse effects of their activities on farmland, which includes prime and unique farmland and farmland of statewide or local importance, and to consider alternative actions that could avoid adverse effects.	Land Use and Access	The Proposed Action would be implemented in accordance with this Act. This EIS includes an analysis to determine if federal actions would have adverse effects on farmland, which includes prime and unique farmland and farmland of statewide or local importance.
USDOT	49 CFR parts 100–109	49 CFR sections 100–109 address the interstate shipment of hazardous substances.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these standards.
USDOT	49 CFR sections 171.1–172.558	Regulates and ensures the safe and secure movement of hazardous materials to industry and consumers by all modes of transportation, including pipelines.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these regulations.
USDOT	USDOT Hazardous Materials Ground Transport Regulations/Hazardous Materials Transportation Act (49 CFR parts 100–185)	Transportation safety; hazardous materials and waste exposure.	Public Health and Safety; Transportation; Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these regulations.
USDOT	Federal Hazardous Materials Transportation Act, (49 U.S.C section 5101 et seq.)	The Federal Hazardous Materials Transportation Act gives HDOT the authority to regulate shipments of hazardous substances by air, sea, highway, or rail.	Hazardous Materials and Waste	The Proposed Action would be implemented in accordance with these regulations.
USFWS	Migratory Bird Treaty Act of 1918 (16 U.S.C. sections 703–712)	Potential impacts to bird species protected by the Act.	Biological Resources; Land Use and Access	The Proposed Action would be implemented in accordance with this Act.
USFWS	Sikes Act of 1960 (16 U.S.C sections 670a-670o)	The Sikes Act develops cooperative planning between the Department of the Interior and DoD with state agencies in developing and maintenance of fish and wildlife resources on military installations.	Land Use and Access	This EIS has been prepared in accordance with this Act.

Agency	Federal Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
USFWS	EO 13186: Responsibilities of Federal Agencies to Protect Migratory Birds (January 10, 2001)	Potential impacts to migratory birds.	Biological Resources	The Proposed Action would be implemented in accordance with this Order.

Key: AASHTO = American Association of State Highway and Transportation Officials; ACHP = Advisory Council on Historic Preservation; AICUZ = Air Installation Compatible Use Zone; BTA = Best Technology Available; CAA = Clean Air Act; CEQ = Council on Environmental Quality; CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act; CFR = Code of Federal Regulations; CNRH = Commander Navy Region Hawaii; CWA = Clean Water Act; DLA = Defense Logistics Agency; DoD = Department of Defense; DON = Department of the Navy; EIS = Environmental Impact Statement; EO = Executive Order; EPA = U.S. Environmental Protection Agency; ESA = Endangered Species Act; FEMA = Federal Emergency Management Agency; FHWA = Federal Highway Administration; FR = Federal Register; GHG = greenhouse gas; HDOH = Hawai'i Department of Health; HDOT = Hawai'i Department of Transportation; IAP = Installation Appearance Plan; INRMP = Integrated Natural Resources Management Plan; MEC = munitions and explosives of concern; MMPA = Marine Mammal Protection Act; MUTCD = Manual on Uniform Traffic Control Devices; Navy = U.S. Department of the Navy; NAAQS = National Ambient Air Quality Standards; NAGPRA = Native American Graves Protection and Repatriation Act; NASA = National Aeronautics and Space Administration; NAVSUP = Naval Supply Systems Command; NEPA = National Environmental Policy Act; NESHAP = National Emission Standards for Hazardous Air Pollutant; NFIP = National Flood Insurance Program; NHO = Native Hawaiian Organization; NHPA = National Historic Preservation Act; NMFS = National Marine Fisheries Service; NOAA = National Oceanic and Atmospheric Administration; NPD = NASA Policy Directive; NPDES = National Pollutant Discharge Elimination System; NRCS = Natural Resources Conservation Service; OPNAV M = Office of the Chief of Naval Operations Manual; OPNAVINST = Office of the Chief of Naval Operations Instruction; OSHA = Occupational Safety and Health Administration; PA = Programmatic Agreement; PL = Public Law; PMRF = Pacific Missile Range Facility; RAICUZ = Range Air Installation Compatible Use Zone; SDWA = Safe Drinking Water Act; SECNAVINST = Secretary of the Navy Instruction; SIP = State Implementation Plan; SWPPP = Stormwater Pollution Prevention Plan; U.S. = United States; U.S.C. = United States Code; UFC = Unified Facilities Criteria; USDA = U.S. Department of Agriculture; USDOT = U.S. Department of Transportation; USFWS = U.S. Fish and Wildlife Service; WOTUS = Waters of the U.S.



**Table E-2 State and County Regulatory Setting**

<b>Agency</b>	<b>State, Local, and Regional Laws; Land Use Plans; Policies; Controls; and Guidance</b>	<b>Relevance to the Proposed Action</b>	<b>Relevant Resource(s)</b>	<b>Status of Compliance</b>
County of Kaua'i	Kaua'i Kakou – Kaua'i County General Plan 2018	The Kaua'i General Plan serves as the county's guiding policy framework concerning growth, land use, and development issues. The plan seeks to enhance and improve Kaua'i's physical and natural environment and overall quality of life. The plan is built upon a countywide vision and goals statement and sets forth key objectives and actions. The General Plan underwent a comprehensive update in 2018. Although the development plan does not apply to projects on federal property, protection of mountain and ocean views that benefit the visual quality of the ROI should be considered.	Visual Resources; Land Use and Access	This EIS conforms with the guidance in this plan.
County of Kaua'i	West Kaua'i County Community Plan 2020	The Community Plan represents the County's land use policy at the regional level. It is a long-range plan that considers a 20-year planning timeframe to the year 2040. The Community plan is one of five community plans that guide the County's land use decisions and infrastructure investment priorities, while also advancing the goals of the Kaua'i County General Plan.	Visual Resources; Land Use and Access	The Proposed Action would conform with these standards.
County of Kaua'i	County of Kaua'i Street Design Manual	Provides guidance for street design in Kaua'i. It is designed to streamline roadway design and approval.	Transportation	The Proposed Action would conform with these standards.
County of Kaua'i	County of Kaua'i Comprehensive Zoning Ordinance (Chapter 8, Kaua'i County Code 1987)	Provides regulations and standards for land development and the construction of buildings and other structures in the County of Kaua'i.	Land Use and Access	The Proposed Action would conform with these standards.
County of Kaua'i Transportation Agency – The Kaua'i Bus	County of Kaua'i Transportation Agency standards for public transit operation (physical and operational) and DTS Roadway and Traffic Operations Guidelines	County of Kaua'i Transportation Agency operates the Kaua'i Bus, the public transit system that provides service to PMRF.	Transportation	The Proposed Action would conform with these standards.

Agency	State, Local, and Regional Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
HDOH-CWB	Hawai'i Water Quality Standards (HAR 11- 55; HRS Chapter 342D)	Regulates discharges of pollutants from point source to WOTUS and requires compliance with standards, limitations, and regulations. NPDES permits authorized discharges of stormwater associated with construction and industrial activities.	Hazardous Materials and Waste; Water Resources	The Proposed Action would conform with these standards.
HDOH-CWB	Hawai'i Water Quality Standards (HAR 11-54; HRS Chapter 342D)	Water pollutants that enter state waters from all sources, point or non-point, shall comply with applicable requirements as established in HAR Chapter 11-54.	Biological Resources; Water Resources; Public Health and Safety	The Proposed Action would conform with these standards.
HDOH	CWA section 401 (33 U.S.C. section 1341, 40 CFR Sections 121.2(a)(3), (4), and (5) Water Quality Certification); Water Pollution Control Act (33 U.S.C. section 1251 et seq.)	Any federally authorized activity that may result in a discharge into state waters requires a Water Quality Certification. Potential impacts from the Proposed Action may occur through impacts on water quality. The Kawai'ele Pumping Station as well as Canal discharge may fall under these regulations.	Biological Resources; Hazardous Materials and Waste	The Proposed Action would conform with these regulations.
HDOH	22 HAR Title 11, Chapter 59	State AAQS.	Air Quality and Greenhouse Gases	The Proposed Action would conform with these regulations.
HDOH	22 HAR Title 11, Chapter 60.1	Air Pollution Control.	Air Quality and Greenhouse Gases	The Proposed Action would conform with these regulations.
HDOH	HAR Chapter 11-260.1 to 279.10	The HAR guidebook provides guidance on the standards for the management of used oil.	Hazardous Materials and Waste	The Proposed Action would conform with these regulations.
HDOH	Hawai'i Hazardous Waste Management Act, HRS Chapter 19, Title 342J	Hawai'i State Hazardous Waste Management Program is a preventive as well as a regulatory program that gives priority to providing technical assistance to generators of hazardous waste to ensure safe and proper handling.	Hazardous Materials and Waste	The Proposed Action would conform with these regulations.
HDOH	Solid Waste Management Control HAR 11-58	Establishes minimum standards governing design, construction, installation, operation, and maintenance of solid waste disposal, recycling, reclamation, and transfer systems.	Hazardous Materials and Waste	The Proposed Action would conform with these regulations.
HDOT	HDOT traffic operational and safety standards and HDOT roadway design standards	Regional and sub-regional roadways providing access to PMRF are under the jurisdiction of HDOT, specifically Kuhio Highway.	Transportation	The Proposed Action would conform with these standards.
State of Hawai'i, DLNR	State of Hawai'i Endangered Species Laws (HAR 12-124, Exhibit 2 and HRS Section 195D)	Potential effects to state-listed species.	Biological Resources; Land Use and Access	The Proposed Action would conform with these requirements. Potential effects to state-listed species on leased lands are addressed in this EIS.



Agency	State, Local, and Regional Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
State of Hawai'i	HRS Chapter 343	HRS Chapter 343 requires individuals and agencies to provide environmental assessments and or EISs when an action may affect the environment.	All Resources	This Proposed Action would conform with this guidance, given the action of DLNR to effectuate any of the action alternatives.
State of Hawai'i	HRS 128D-7	Hawai'i State Contingency Plan, ensures the state complies with the National Contingency Plan. The Oil Pollution Prevention Regulation, 40 CFR part 112, addresses specific requirements and provisions for the preparation of SPCC Plans.	Hazardous Materials and Waste	The State's obligations in relation to this Proposed Action would be implemented in accordance with this law.
State of Hawai'i	HRS 10-13.5	Mandates that twenty per cent of all funds derived from the public land trust shall be expended by the Office of Hawaiian Affairs.	Land Use and Access	The State's obligations in relation to this Proposed Action would be implemented in accordance with this law.
State of Hawai'i	HRS 171-95	HRS 171-95 sets out a framework for selling, leasing, exchanging, or modifying leases and easements to governments, agencies, utilities, and renewable energy providers.	Land Use and Access	This EIS has been prepared to conform with this guidance.
State of Hawai'i	HRS 205	HRS 205 sets out standards for land use management in Hawai'i; it classifies all lands into one of four districts, Urban, Rural, Conservation, and Agricultural.	Land Use and Access	This EIS has been prepared to conform with this guidance.
State of Hawai'i	HRS 183C	HRS 183C establishes the role of the DLNR in managing the Conservation District.	Land Use and Access	The Proposed Action would conform with this statute.
State of Hawai'i	HRS 46-4	Grants zoning power to the counties.	Land Use and Access	The Proposed Action would conform with this statute, given the action of DLNR to effectuate any of the action alternatives.
State of Hawai'i	The Constitution of the State of Hawai'i, Article XII Section 7, Hawaiian Affairs, Traditional and Customary Rights	Article XII Section 7 guarantees traditional and customary native Hawaiian rights, subject to the right of the state to regulate such rights. Ka Pa'akai is a legal framework that government agencies in Hawai'i must follow when considering proposals that may impact the exercise of Native Hawaiian traditional and customary rights.	Cultural Resources	This EIS has been prepared in conformance with this guidance.

Agency	State, Local, and Regional Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
State of Hawai'i	The State Water Code HRS Chapter 174	The State Water Code was enacted into law for the purpose of protecting Hawai'i water resources. It provides for the legal basis and establishment of the State of Hawai'i's Commission on Water Resource Management.	Water Resources	This EIS has been prepared in conformance with this guidance.
State of Hawai'i	Hawai'i Administrative Code Title 19, 342F Noise Pollution	Describes environmental noise levels appropriate for noise sensitive land uses.	Public Health and Safety	The Navy considered applicable state regulations for noise-sensitive land uses. Sources of noise and the associated sensitive receptors in the human environment are analyzed in this EIS.
State of Hawai'i – BLNR	HRS Chapter 343 commonly referred to as The Hawai'i Environmental Policy Act ("HEPA"). The trigger for compliance is the use of state lands.	The State of Hawai'i DLNR will be the accepting agency for this EIS document for HRS Chapter 343.	All Resources	This EIS was developed in conformance with the HRS Chapter 343.
State of Hawai'i – DLNR	Exhibits 1-3, Title 13, HAR Chapter 124 "Indigenous Wildlife, Endangered and Threatened Wildlife, and Introduced Wild Birds, and Introduced Wildlife"	These rules: a) describe current conservation status and descriptions of Indigenous wildlife and birds; and b) prohibit, unless permitted by the DLNR, any attempt to take, possess, process, sell, offer for sale, or transport any endangered or threatened species, any young or egg of any endangered or threatened species.	Biological Resources	This EIS was developed in conformance with this guidance.
State of Hawai'i – DLNR, Historic Preservation Division	HRS 6E-42	HRS 6E-42 requires any project involving a permit, license, certificate, land use change, subdivision, or other entitlement for use, which may affect historic property, aviation artifacts, or burial site, shall notify the Department of Historic Preservation and allow an opportunity for review and comment on the effect of the proposed project.	Archaeological and Historic Resources	This EIS has been prepared in conformance with this guidance.



Agency	State, Local, and Regional Laws; Land Use Plans; Policies; Controls; and Guidance	Relevance to the Proposed Action	Relevant Resource(s)	Status of Compliance
State of Hawai'i – Office of Planning and Sustainable Development	Coastal Zone Management Act section 307(c)(1), HRS Chapter 205A – Coastal Zone Management (CZM); CZM Program	The Hawai'i CZM Program was enacted to provide a common focus for state and county actions dealing with land and water uses and activities. The CZM is the guiding perspective for the design and implementation of allowable land and water uses and activities throughout the state. The CZM area encompasses the entire state because there is no point of land more than 30 miles from the ocean, a definite land-sea connection exists throughout the state. The project exists within the CZM area.	All Resources	A CZM federal consistency review and application will be completed and submitted to the State of Hawai'i CZM program office. Office of Planning and Sustainable Development is the lead state agency with the authority to conduct CZMA federal consistency reviews.

Key: AAQS = ambient air quality standards; CWA = Clean Water Act; CWB = Clean Water Branch; CZM = Coastal Zone Management; DLNR = Department of Land and Natural Resources; DTS = Department of Transportation Services; EIS = Environmental Impact Statement; HAR = Hawai'i Administrative Rules; HDOH = Hawai'i Department of Health; HDOT = Hawai'i Department of Transportation; HEPA = Hawai'i Environmental Policy Act; HRS = Hawai'i Revised Statutes; NPDES = National Pollutant Discharge Elimination System; PMRF = Pacific Missile Range Facility; ROI = region of influence; SPCC = Spill Prevention, Control, and Countermeasure; U.S.C. = United States Code; WOTUS = Waters of the U.S.

**Navy Correspondence with Department of Land and Natural Resources, Office of  
Conservation and Coastal Lands**



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**Subject:** RE: Pacific Missile Range Facility- Land Use Permit Requirements

Aloha Mr. Cain,

Thank you for your response.

Regards,

**Parris Smith**

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**Subject:** [Non-DoD Source] RE: Pacific Missile Range Facility- Land Use Permit Requirements

Good afternoon,

Hawaii Administrative Rules (HAR) Chapter 13-5 address land uses in the Conservation District, with "land use" being defined as:

- (1) The placement or erection of any solid material on land if that material remains on the land more than thirty days, or which causes a permanent change in the land area on which it occurs;
- (2) The grading, removing, harvesting, dredging, mining, or extraction of any material or natural resource on land;
- (3) The subdivision of land; or
- (4) The construction, reconstruction, demolition, or alteration of any structure, building, or facility on land.

Real Estate transactions are not considered a land use, and do not trigger the need for Conservation District permitting.

Sincerely,  
Michael Cain

---

**From:** Smith, Parris C CIV USN NAVFAC HAWAII PEARL (USA) <[parris.c.smith.civ@us.navy.mil](mailto:parris.c.smith.civ@us.navy.mil)>

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**Subject:** [EXTERNAL] Pacific Missile Range Facility- Land Use Permit Requirements

Aloha Mr. Cain,

The Navy is working toward securing new leases and easements of State land for the operational continuity and sustainment of the Pacific Missile Range Facility (PMRF) on Kaua'i, Hawai'i. As part of this effort, the Navy is preparing an Environmental Impact Statement (EIS) together with the National Aeronautics and Space Administration (NASA). Currently, the Navy has leases and easements of State land that are within the State Land Use Conservation District, to include parcels at Mākaha Ridge, Miloli'i Ridge, and the northern Main Base of PMRF.

The Navy was instructed by DLNR Land Division to reach out to the Office of Conservation and Coastal Lands to confirm any land use permit requirements in association with securing the new leases and easements.

The Navy views the proposed real estate transactions as distinct from land use itself, so understands permit requirements under HAR section 13-5 are not triggered. Further, our understanding is that your office had communicated this to NASA, and the Navy now seeks separate confirmation.

Please let us know if any additional information is required to aid in determining land use permit requirements.

Thank you,

**Parris Smith**

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**NASA Correspondence with Department of Land and Natural Resources, Office of  
Conservation and Coastal Lands**



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**From:** Cain, Michael <[michael.cain@hawaii.gov](mailto:michael.cain@hawaii.gov)>  
**Sent:** Wednesday, November 6, 2024 6:10 PM  
**To:** Eltringham, Darlene E. (HQ-LD062) <[darlene.e.eltringham@nasa.gov](mailto:darlene.e.eltringham@nasa.gov)>  
**Cc:** Kuba, Sharleen K <[sharleen.k.kuba@hawaii.gov](mailto:sharleen.k.kuba@hawaii.gov)>; Romero, Irene J. (GSFC-2500) <[irene.j.romero@nasa.gov](mailto:irene.j.romero@nasa.gov)>  
**Subject:** [EXTERNAL] Re: Real Prop Actions NASA KPGO

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Good afternoon,

Conservation District Use Permits are required for land uses, defined as any structure or impact to the land that lasts longer than 30-days.

The lease itself is not a "land use" and so doesn't trigger the need for a permit under HAR 13-5.

Any new land uses might require a permit, but existing uses do not.

Sincerely,  
Michael Cain

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**From:** Eltringham, Darlene E. (HQ-LD062) <[darlene.e.eltringham@nasa.gov](mailto:darlene.e.eltringham@nasa.gov)>  
**Sent:** Friday, November 1, 2024 9:41:08 AM  
**To:** Cain, Michael <[michael.cain@hawaii.gov](mailto:michael.cain@hawaii.gov)>  
**Cc:** Kuba, Sharleen K <[sharleen.k.kuba@hawaii.gov](mailto:sharleen.k.kuba@hawaii.gov)>; Romero, Irene J. (GSFC-2500) <[irene.j.romero@nasa.gov](mailto:irene.j.romero@nasa.gov)>  
**Subject:** [EXTERNAL] RE: Real Prop Actions NASA KPGO

Mr. Cain:

During a site visit to in May/June of this year we discussed the renewal of the lease that NASA has



with the State of Hawaii. During that visit and as part of our lease renewal we were told to reach out to OCCL and to confirm the permit requirements for our lease. We believe we would fall under the Non-Confirming use and therefore no permit would be necessary but would like to confirm that.

Below is additional information but please let us know what information you will need to order to determine if there are any next steps or permits required.

- KPGO is located on a remote ridge within Kōke'e State Park in the western portion of Kaua'i in an area outside of park recreation areas (see map).

NASA operates KPGO to collect geodetic data that contributes to daily measurements of the Earth's orientation in space and rotation. This data is used for scientific studies and a wide variety of positioning and navigation applications, including spacecraft navigation and the geolocation of Earth observations, such as the Global Positioning System (GPS).

The geodetic data from KPGO used by NASA and the scientific community enables and supports studies of ecosystems, water cycles, geological hazards, sea-level change, crustal-dynamics, and many other areas of Earth science. The data is locally valuable for studying the land motion of Kaua'i. Finally, the KPGO data is used to tie the Hawaiian Islands into the International Terrestrial Reference Frame (ITRF), which is used to locate measurements on the Earth's surface and for various societal applications such as precision farming.

- NASA believes the continued operation at KPGO falls under HAR 13-5-22 Data Collection (B-1), and under the identified land use "B" HAR Sec 11-200-8(5) applies.





NASA Headquarters  
Office of Strategic Infrastructure  
Facilities and Real Estate Division  
Real Property Branch  
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