

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

October 14, 2016

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Ref: LOD 25619  
LOD 25627  
EO 3427

Re-submittal - Authorize the Chairperson to Accept the Release of Deed Restrictions regarding Public Recreation Purposes from the City and County of Honolulu at Aloha Stadium, Ewa, Honolulu, Oahu, Tax Map Key: (1) 9-9-003:portions of 055, 061, 069, 070, and 071; and Transfer of Deed Restrictions from Aloha Stadium to the Central Maui Regional Sports Complex, Waikapū, Wailuku, Maui, Tax Map Key: (2) 3-8-007:104.

BACKGROUND:

The subject request was deferred at the meeting of September 23, 2016, item D-11. Subsequently, the County of Maui provided its support (**Exhibit 1-A**) to the proposed action on the Maui property named in the request. On October 27, 1970, the City transferred, through a quitclaim deed (LOD 25619), 56.024 acres to the State. This parcel was originally conveyed to the City from the federal government subject to a perpetual restriction requiring the property to be used for public recreation purposes. When the parcel was transferred to the State, the deed carried the same restriction (LOD 25619).

Pursuant to Act 172, SLH 1970, on November 30, 1970 the City conveyed, through another quitclaim deed (LOD 25627), approximately 41.417 acres more to the State. This deed carries a similar restriction of requiring the parcel to be used for a public stadium as provided for in Act 172, SLH 1970.

Both parcels, together other State lands in the vicinity, have been set aside to the Stadium Authority pursuant to Executive Order No. 3427 for Aloha Stadium purposes since 1989.

CURRENT SITUATION:

A rail transit station is planned at the Aloha Stadium as part of the City's rail project. Future redevelopment of the stadium could result in residential and commercial uses, i.e. other than the recreational uses as required under the above mentioned restrictions. Therefore, the State desires to have the restrictions removed.

City Restriction

On April 20, 2016 the City Council adopted Resolution 16-69, CD1 supporting the

release of the deed restrictions for the 41.417 acre parcel and the 56.024 parcel (**Exhibit 1-B**). Draft release documents have been prepared and are attached hereto as **Exhibit 2** (for LOD 25619) and **Exhibit 3** (for LOD 25627) for the Board's reference.

There is no monetary compensation involved in the proposed release of the deed restrictions. The releases, if approved, will allow the Stadium Authority more flexibility in planning for the redevelopment of the stadium facility and future use. Staff recommends the Board authorize the Chairperson to execute the City's release documents.

#### Transfer of Federal Restriction

DLNR, the Stadium Authority and the Dept. of Accounting and General Services (DAGS) have been working with the U.S. National Parks Service (NPS) regarding release of the federal deed restriction on the 56.024 acre parcel (Aloha Stadium property) since at least 2009. During discussions, pursuant to the federal Property and Administrative Services Act, NPS, on behalf of the Secretary of the Interior, represented that it would release the deed restriction on the Aloha Stadium property if the restriction was transferred to land of an equivalent value identified by the State. After looking and appraising a number of parcels, the State was unable to find suitable amount of land of equal value to which the restrictions could be transferred.

During a 2012 meeting, the State, NPS and members of the late Senator Inouye's staff discussed a 1992 amendment to the Dept. of the Interior budget that authorized the removal of the deed restrictions for the Aloha Stadium property subject to certain conditions. It was NPS' position at the time that the 1992 Amendment was still valid, however, it was the policy of the General Services Administration (GSA) to require that the land offered in exchange be of equivalent value based on current, fair market value, and not just land of equivalent size.

In 2013, the Stadium Authority wrote to NPS to urge a different interpretation of the 1992 amendment. The Stadium Authority characterized the 1992 amendment as special legislation that would allow for the transfer of the deed restriction to a property of equal size, not equal value. The Stadium Authority was also aware at that time that DLNR was in the process of acquiring another parcel<sup>1</sup>, consisting of 66.47 acres, in central Maui for use as a park. The acquisition and development of the park would utilize only state funds. The Stadium Authority, with the approval of the Administration and the Chairperson at the time, proposed to the NPS transfer of the deed restriction from the Aloha Stadium property to the central Maui property that was being acquired for development of a park.

In 2014, NPS gave its preliminary approval to the proposed transfer of the deed restriction, subject to more information being provided. State Parks took the lead on providing the requested information and coordinating with the Stadium Authority. In mid-June, 2014, the State acquired the land for the Central Maui Regional Sports

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<sup>1</sup> LOD 29103 dated June 26, 2014.



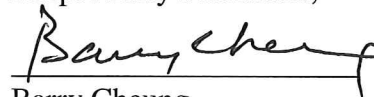
Complex. To date, the first two phases of the park have been substantially completed, the third phase is in progress, and the fourth and final phase is in the bid process. Currently, the County of Maui is managing the park for the State pursuant to a memorandum of understanding.

Recently, NPS gave its final approval to transfer the deed restriction from the Aloha Stadium property to the Central Maui Regional Sports Complex property. The transfer of the deed restriction would be accomplished by filing a deed of release as to the Aloha Stadium property and the filing of a declaration of restrictions on the central Maui property. Drafts of the deed of release and the declaration of restrictions are attached as **Exhibits 4 and 5**, respectively. Some of the terms are subject to further discussion between the Dept. of the Attorney General and the federal attorneys.

RECOMMENDATION: That the Board authorize the Chairperson to take the following actions:

1. Execute release of deed restriction documents mentioned above to release the City's deed restrictions on the Aloha Stadium properties under the terms and conditions cited above which are by this reference incorporated herein and further subject to the following:
  - A. Review and approval by the Department of the Attorney General;
  - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
2. Execute the deed of release and the declaration of restrictions mentioned above to transfer the federal deed restrictions from the Aloha Stadium property to the central Maui property under the terms and conditions cited above which are by this reference incorporated herein and further subject to the following:
  - A. Review and approval by the Department of the Attorney General;
  - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



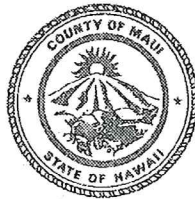
Barry Cheung  
District Land Agent

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson

ALAN M. ARAKAWA  
MAYOR



KEITH A. REGAN  
MANAGING DIRECTOR

## OFFICE OF THE MAYOR

Ke'ena O Ka Meia  
COUNTY OF MAUI – Kalana O Maui

September 29, 2016

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

Dear Chairperson Case and Board Members:

**SUBJECT:** Agenda Item: Authorize the Chairperson to Accept the Release of Deed Restrictions regarding Public Recreation Purposes from the City and County of Honolulu at Aloha Stadium, Ewa, Honolulu, Oahu, Tax Map Key: (1) 9-9-003: portions of 055, 061, 069, 070, and 071; and Transfer of Deed Restrictions from Aloha Stadium to the Central Maui Regional Sports Complex, Waikapū, Wailuku, Maui, Tax Map Key: (2) 3-8-00:104

The County of Maui supports the above Board of Land and Natural Resources' (Board) agenda item which authorizes the transfer of the federal deed restriction from the Aloha Stadium property on Oahu to the Central Maui Regional Sports Complex located in Waikapū, Maui. We understand that the deed restriction would require that the Maui property be used and maintained exclusively for public park and recreational purposes in perpetuity under the current program of utilization, which includes softball fields, youth baseball fields and soccer fields.

The Central Maui Regional Sports Complex addresses the demand for youth recreational opportunities in central Maui. Ongoing residential development in the surrounding areas will only increase the value of the Sports Complex to the residents of Maui. We also look forward to hosting statewide tournaments in the Sports Complex. Ensuring that the area will remain available for public park and recreational purposes in perpetuity will benefit the people of Maui and the rest of the State.

I ask for the Board's approval of the above request for the surety that it will bring to the people of Maui and the State that the Central Maui Regional Sports Complex will remain as a public recreational opportunity for our children today and tomorrow.

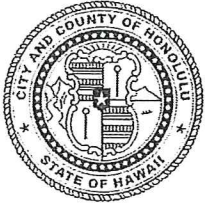
Sincerely,

A handwritten signature in black ink, appearing to read "Alan Arakawa".

ALAN M. ARAKAWA  
Mayor, County of Maui

**EXHIBIT "1-A"**





GLEN I. TAKAHASHI  
CITY CLERK

KIMBERLY L. RIBELLIA  
DEPUTY CITY CLERK

## OFFICE OF THE CITY CLERK

CITY AND COUNTY OF HONOLULU  
530 SOUTH KING STREET, ROOM 100  
HONOLULU, HAWAII 96813-3077  
TELEPHONE: (808) 768-3810 • FAX: (808) 768-3835

April 21, 2016

Mr. Scott Chan  
Stadium Manager  
Aloha Stadium

Honolulu, HI 96820-0666

Dear Mr. Chan:

It is my pleasure to inform you that Resolution 16-69, CD1 supporting the removal of restrictive covenants relating to use of lands at Aloha Stadium, was adopted by the Council of the City and County of Honolulu on Wednesday, April 20, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen I. Takahashi", is written over the printed name.

*for* GLEN I. TAKAHASHI  
City Clerk

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Attachment

EXHIBIT "1-B"



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 16-69, CD1

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**RESOLUTION**

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**SUPPORTING THE REMOVAL OF RESTRICTIVE COVENANTS RELATING TO USE  
OF LANDS AT ALOHA STADIUM.**

WHEREAS, the City purchased approximately 56 acres of land at what is now the site of Aloha Stadium from the Federal government in 1967 for \$1,524,250; and

WHEREAS, the quitclaim deed transferring the property from the Federal government to the City included a restrictive covenant requiring that "the premises . . . be forever and continuously used and maintained as and for a public park and public recreation area . . ." The deed further provided that in the event of any breach of the restrictive covenant, the property would revert to and become the property of the Federal government upon written demand by the U.S. Secretary of the Interior; and

WHEREAS, the City subsequently transferred its interest in the approximately 56 acres of land to the State by way of a quitclaim deed dated October 27, 1970. The deed contained the same restrictive covenants as the 1967 deed from the Federal government, including the covenant that the premises be forever and continuously used and maintained for "public recreational purposes." The City's deed also provided for the reversion of the property to the Federal government in the event of a breach of any condition or covenant in the deed; and

WHEREAS, on November 30, 1970 the City transferred an additional 41.417 acres of land to the State by way of quitclaim deed and this transfer was subject to a restrictive covenant that the premises be used and maintained as and for "a public stadium project." This deed provided for a reversion of the property to the City in the event of a breach of the covenant; and

WHEREAS, in 1992 then Governor John Waihee and then Mayor Frank Fasi requested that the Department of the Interior remove the restrictive covenant limiting the use of the approximately 56 acres of former Federal land to public and recreational purposes; and

WHEREAS, the U.S. Congress subsequently authorized removal of the restrictive covenant on the approximately 56 acres of former Federal land with passage of Public Law No. 102-381, Section 321 (1992), contingent upon the City identifying an equal amount of additional land and agreeing that such land shall be dedicated in perpetuity for public park and public recreation uses; and





**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 16-69, CD1

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**RESOLUTION**

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WHEREAS, it appears that the State desires to have the restrictive covenants on the Aloha Stadium lands removed, and has therefore indicated that it is willing to assume the obligation of identifying and dedicating the lands required to fulfill the condition of Public Law No. 102-381, Section 321 (1992); and

WHEREAS, a rail transit station is planned at Aloha Stadium as part of the City's rail transit project, and the Department of Planning and Permitting is presently preparing a Neighborhood Transit-Oriented Development Plan to facilitate redevelopment of lands in the vicinity of Aloha Stadium; and

WHEREAS, redevelopment of lands in the vicinity of Aloha Stadium, and potential redevelopment of the stadium itself, could require using lands at Aloha Stadium for uses other than recreational purposes, such as residential and commercial uses; and

WHEREAS, such uses are essential to maximizing the benefits of transit-oriented development for the people of the City; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it supports the removal of the restrictive covenants limiting use of certain lands at Aloha Stadium to public and recreational uses, as set forth in the quitclaim deeds dated October 27, 1970 and November 30, 1970; and

BE IT FURTHER RESOLVED that the Council requests that the City Administration collaborate, as necessary, with the appropriate State agencies and the U.S. Department of the Interior to remove the restrictive covenant imposed by the Federal government in the quitclaim deed dated June 30, 1967; and

BE IT FURTHER RESOLVED that the City Administration advise the Council on any additional action necessary by the City to remove the restrictive covenants limiting the use of lands at Aloha Stadium; and



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 16-69, CD1

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**RESOLUTION**

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BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Mayor, Managing Director, Ms. Sally Jewell, Secretary of the Interior, Senator Mazie Hirono, Senator Brian Schatz, Representative Tulsi Gabbard, Representative Mark Takai, Governor David Ige, Senator Ronald Kouchi, President of the Hawaii State Senate, Representative Joseph Souki, Speaker of the Hawaii State House of Representatives, Mr. Charles Toguchi, Chair of the Stadium Authority, and Mr. Scott Chan, Aloha Stadium Manager.

INTRODUCED BY:

Ernest Martin

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DATE OF INTRODUCTION:

March 11, 2016  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers



CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
CERTIFICATE

RESOLUTION 16-69, CD1

Introduced: 03/11/16

By: ERNEST MARTIN

Committee: BUDGET

Title: RESOLUTION SUPPORTING THE REMOVAL OF RESTRICTIVE COVENANTS RELATING TO USE OF LANDS  
AT ALOHA STADIUM.

Voting Legend: \* = Aye w/Reservations

03/30/16	BUDGET	CR-100 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM.
04/20/16	COUNCIL	CR-100 AND RESOLUTION 16-69, CD1 WERE ADOPTED. 8 AYES: ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MARTIN, MENOR, OZAWA, PINE. 1 ABSENT: ANDERSON.

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
GLEN I. TAKAHASHI, CITY CLERK

  
ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER

**DRAFT**

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

\_\_\_\_\_  
Total Number of Pages:  
LOD No. Tax Map Key Nos. (1 ) 9-9-003:055 (por.) and 061(por.),  
069, 070, 071

RELEASE  
OF  
DEED RESTRICTIONS

THIS AGREEMENT, hereinafter "Agreement," made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose address is 530 South King Street, Room 300, Honolulu, Hawaii 96813, hereinafter referred to as the 'CITY," and the STATE OF HAWAII, hereinafter called the "STATE," by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter referred to as the "Board";

WITNESSETH:

The CITY did on the 27th day of October, 1970, deed to the STATE as "Grantee", real property located at Aloha Stadium, hereinafter referred to as the "premises" and the "property."

The legal description of that real property is included as a part and parcel within the real property described in that certain Quitclaim Deed recorded in Liber 7397, Page 424 through 441, in the Bureau of Conveyances of the STATE, a copy of which is

**EXHIBIT " 2 "**



attached hereto and made a part hereof, as Exhibit "A." Contained within that deed, specifically at Liber 7397, Pages 425 through Page 428, were six restrictions.

Those restrictions read as follows:

1. That the premises shall be forever and continuously used and maintained for the aforesaid purpose [public recreation purposes; to include the construction, operation, and maintenance of a stadium, together with appurtenant facilities and improvements for service and concession facilities], in accordance with the application of October 5, 1966, on file with the Bureau of Outdoor Recreation.
2. Biennial Reports setting forth the use made of the property during the preceding two-year period shall be filed by the Grantee with the regional office, Bureau of Outdoor Recreation, San Francisco, California, until June, 1987, and as further determined by the Secretary of the Interior.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another local governmental agency that the Secretary of the Interior is satisfied can assure the continued use and maintenance of the property for the aforesaid purposes. However, nothing in this provision shall preclude the Grantee from providing facilities and services to the visiting public through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior, or his designee is obtained to such agreements.
4. The United States of America shall have the right during the existing of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control, and use of the premises, or any part thereof, without charge; EXCEPT THAT the United States of America shall be responsible during the period of such use, if occurring within a period of 20 years from the conveyance by quitclaim deed of June 30, 1967, from the United States, acting by and through the Administrator of the General Services Administration, to the City and County of Honolulu, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay to the State of Hawaii a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of said 20 years from said conveyance, the United States of America shall pay a fair rental for the entire portion of the premises so used.
5. As part of the considerations for this Deed the Grantee, by acceptance thereof, covenants and agrees for itself, its successors and assigns, that (a) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with,

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and will require any other person (any legal entity) who through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Deed (41 CFR subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (b) this covenant shall be subject in all respects to the provisions of said regulations; (c) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (d) the United States shall have the right to seek judicial enforcement of this covenant, and (e) the Grantee, its successors and assigns, will (i) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (ii) furnish the original of such agreement to the Secretary of the Interior, or his successors, upon his request therefor. This covenant shall run with said property and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, and enforceable by the United States of America against the Grantee, its successors and assigns.

6. In the event of any breach of any condition or covenant herein contained, regardless of the cause of such breach, all right, title and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Secretary of the Interior, or his successor in function. In such event the United States shall have the immediate right of entry upon said property, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of the title to such property to the United States. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

It has been requested of the CITY that the CITY acknowledge those restrictions are no longer in affect and that the same no longer encumber the real property contained within said deed.



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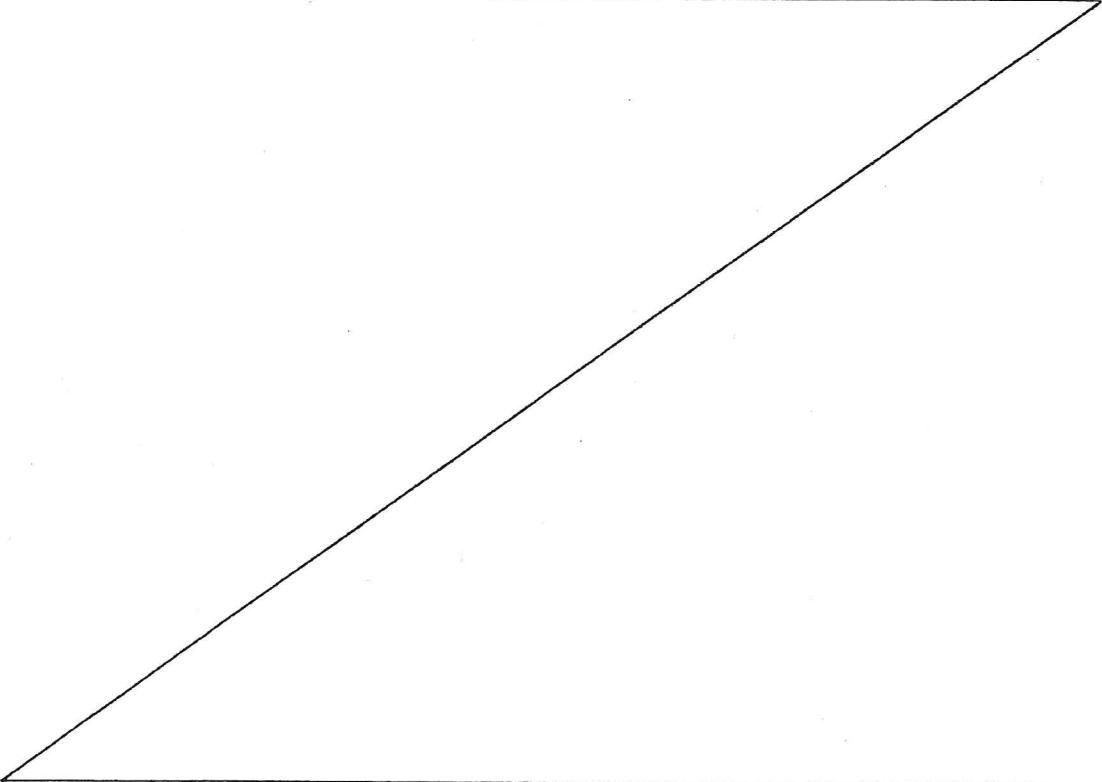
The CITY acknowledging that it no longer desires to have a right of first refusal, nor does it desire to further restrict the use of the property as set forth in the aforesaid restrictions.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, paid by the STATE, by its Board, it being in the best interest of the CITY that the property be free of such restrictions, subject only to zoning and use ordinances as they exist in the City and County of Honolulu from time to time, which said zoning and restrictions shall continue to be in full force and effect. But as to the restrictions described above they have and are by this instrument deemed to be released and no longer a burden upon the real property described within the deed and are forever released, relinquished and waived.

The City Council, City and County of Honolulu by Resolution No. 16-69,CD1, Supporting the Removal of Restrictive Covenants Relating to use of lands at Aloha Stadium was approved on April 20, 2016.

EXCEPT as hereinabove are forever released, relinquished and waived, all of the terms, covenants and conditions contained in said quitclaim deeds shall continue and remain in full force and effect.

THIS Agreement shall in no way, manner, form, or otherwise be deemed a breach of any condition or covenant contained in said quitclaim deeds to cause said property to revert to the United States of America.





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IN WITNESS WHEREOF, the CITY, herein, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and the STATE, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, both effective as of the day, month, and year first above written.

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Deputy Corporation Counsel

Dated: \_\_\_\_\_

Approved by the Board of  
Land and Natural Resources at  
its meeting held on  
\_\_\_\_\_.

APPROVED AS TO LEGALITY,  
FORM, EXCEPTIONS, AND  
RESERVATIONS:

\_\_\_\_\_  
Deputy Attorney General

Dated: \_\_\_\_\_

CITY AND COUNTY OF HONOLULU,  
a municipal corporation

By \_\_\_\_\_  
KIRK CALDWELL  
Its Mayor

CITY

STATE OF HAWAII

By \_\_\_\_\_  
SUZANNE D. CASE  
Its Chairperson

STATE

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that the foregoing instrument was signed and sealed in behalf of said municipal corporation by authority of the City Council of said City and County of Honolulu, and said KIRK CALDWELL acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My commission expires:\_\_\_\_\_

RECORDATION REQUESTED BY:

Office of the  
CORPORATION COUNSEL  
Honolulu, Hawaii 96813

AFTER RECORDATION, RETURN TO:

Office of the  
CORPORATION COUNSEL  
Honolulu, Hawaii 96813

RETURN BY: MAIL ( ) PICKUP (X)

71- 6538

FILED  
BUREAU OF RECORDS  
REGISTRATION DIVISION

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*[Signature]*  
INDEXED *[initials]* REGISTRAR

QUITCLAIM DEED

This Deed made the 27<sup>th</sup> day of October,  
1970, by and between the CITY AND COUNTY OF HONOLULU, a municipal  
corporation of the State of Hawaii, the principal place of business  
and post office address of which is Honolulu Hale, Honolulu, Oahu,  
Hawaii, hereinafter called the "GRANTOR," and the STATE OF HAWAII,  
hereinafter called the "GRANTEE."

W I T N E S S E T H:

The Grantor, for and in consideration of the continuous use  
and maintenance of the premises by the Grantee as and for public  
recreational purposes; to include the construction, operation and  
maintenance of a stadium, together with appurtenant facilities and  
improvements for service and concession facilities, does remise,  
release and forever quitclaim unto the Grantee, and to its successors  
and assigns, the real property situated in the City and County of  
Honolulu, State of Hawaii, consisting of 56.024 acres and described  
in Exhibit A attached hereto and by reference incorporated herein  
and made a part hereof.

**EXHIBIT "A"**



TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its successors and assigns forever, subject to the reservations, conditions and covenants herein contained.

The said Grantee does by the acceptance of this deed covenant and agree for itself, and its successors and assigns forever, as follows:

- (1) The premises above described shall be forever and continuously used and maintained for the aforesaid purposes, in accordance with the application of October 5, 1966, on file with the Bureau of Outdoor Recreation.
- (2) Biennial Reports setting forth the use made of the property during the preceding two-year period shall be filed by the Grantee with the regional office, Bureau of Outdoor Recreation, San Francisco, California, until June, 1987, and as further determined by the Secretary of the Interior.
- (3) The property shall not be sold, leased, assigned, or otherwise disposed of except to another local governmental agency that the Secretary of the Interior is satisfied can assure the continued use and maintenance of the property for the aforesaid purposes. However, nothing in this provision shall preclude the Grantee from providing facilities and services to the visiting public through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior, or his designee is obtained to such agreements.

(4) The United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT THAT the United States of America shall be responsible during the period of such use, if occurring within a period of 20 years from the conveyance by quitclaim deed of June 30, 1967, from the United States, acting by and through the Administrator of the General Services Administration, to the City and County of Honolulu, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay to the State of Hawaii a fair rental for the use of any installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of said 20 years from said conveyance, the United States of America shall pay a fair rental for the entire portion of the premises so used.

(5) As part of the consideration for this Deed the Grantee, by acceptance thereof, covenants and agrees for itself, its successors and assigns, that (a) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with, and will require any other person (any legal entity) who through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said

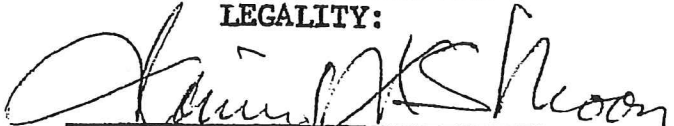
program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this Deed (41 CFR subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (b) this covenant shall be subject in all respects to the provisions of said regulations; (c) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (d) the United States shall have the right to seek judicial enforcement of this covenant, and (e) the Grantee, its successors and assigns, will (i) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (ii) furnish the original of such agreement to the Secretary of the Interior, or his successors, upon his request therefor. This covenant shall run with said property and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, and enforceable by the United States of America against the Grantee, its successors and assigns.



(6) In the event of any breach of any condition or covenant herein contained, regardless of the cause of such breach, all right, title and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Secretary of the Interior, or his successor in function. In such event the United States shall have the immediate right of entry upon said property, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and shall take such action and execute such documents as may be necessary or required to evidence transfer of title to such property to the United States. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of this condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be executed as of the day and year first above written.

APPROVED AS TO FORM AND  
LEGALITY:

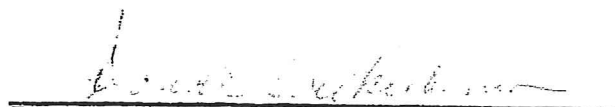
  
Deputy Corporation Counsel

CITY AND COUNTY OF HONOLULU

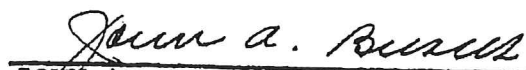
  
FRANK F. FASI, Mayor

GRANTOR

APPROVED AS TO FORM:


  
Deputy Attorney General

Acceptance for and on behalf  
of the STATE OF HAWAII

  
JOHN A. BURNS, Governor

GRANTEE

Approved for and on behalf of the Secretary of the Interior


  
Regional Director  
Bureau of Outdoor Recreation  
Pacific Southwest Region

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

On this 27<sup>th</sup> day of October, 1970, before me personally appeared FRANK F. FASI, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council; and said FRANK F. FASI acknowledged the said instrument to be the free act and deed of said municipal corporation.

  
Notary Public



PROPOSED MUNICIPAL STADIUM SITE

PARCEL 2

LIBER 7397 PAGE 430

Being a portion of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui. Being also a portion of Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in the Conveyances Division in Liber 5886, Pages 38-50. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the most Easterly corner of this parcel of land, being also the North corner of Lot 2 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896), as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

1. 5° 03' 30" 129.64 feet along Lot 2 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
2. 13° 31' 174.60 feet along same;
3. 18° 35' 27.50 feet along same;
4. 94° 12' 243.30 feet along Lots 11 thru 15 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
5. 55° 19' 169.90 feet along Lots 15 thru 17 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
6. 45° 00' 167.10 feet along Lots 18 thru 21 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
7. 19° 47' 122.55 feet along Lots 21 and 22 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
8. 3° 16' 30" 54.65 feet along Lot 22 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
9. 119° 07' 30" 493.16 feet along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
10. 29° 07' 30" 1027.83 feet along same;
11. 67° 30' 55.77 feet along same;
12. 197° 33' 30" 125.00 feet along same;
13. Thence along the Southeast side of Kanehameha Highway (Project DA-ER 13), on a curve to the right with a radius of 3,399.70 feet, the chord azimuth and distance being 207° 13' 42" 61.60 feet;



14. 209° 07' 30" 1,382.63 feet along same;
15. Thence along the South corner of Kamehameha Highway (Project No. DA-NR 13) and Hale Street, on a curve to the right with a radius of 410.00 feet, the chord azimuth and distance being 225° 41' 45" 233.86 feet;
16. 242° 16' 353.05 feet along the Southeast side of Hale Street;
17. Thence still along same on a curve to the right with a radius of 2,834.79 feet, the chord azimuth and distance being 243° 12' 32" 93.23 feet;
18. Thence along the Southwest corner of Hale Street and Salt Lake Boulevard, on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being 291° 15' 32" 43.96 feet;
19. 338° 22' 479.47 feet along the Southwest side of Salt Lake Boulevard;
20. 340° 27' 88.47 feet along same to the point of beginning and containing an area of 19.345 acres.

Reserving, however, to the United States of America, the following described easements:

EASEMENT FOR WATER PIPELINE

Being an easement for Water Pipeline purposes fifteen (15) feet wide and lying seven and one-half (7.5) feet on each side of the following described centerline:

Beginning at the Northwest end of this easement, the true azimuth and distance from the end of Course 14 of the above described Parcel 2 being 29° 07' 30" 513.87 feet, and running by an azimuth measured clockwise from true South:

1. 299° 07' 50" 45.00 feet to the Southeast end of this easement and containing an area of 675 square feet.

EASEMENT FOR SANITARY SEWER

Being an easement for Sanitary Sewer purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Northeast end of this easement, the true azimuth and distance from the initial point of the above described Parcel 2 being 160° 27' 65.68 feet, thence running by azimuths measured clockwise from true South:

1. 34° 33' 49" 27.93 feet;
2. 8° 47' 34" 241.39 feet;
3. 80° 03' 36" 199.25 feet;
4. 57° 11' 34" 199.91 feet;
5. 57° 14' 54" 189.90 feet;
6. 44° 48' 24" 124.54 feet;
7. 9° 45' 24" 120.94 feet to the Southwest end of this  
easement and containing an area  
of 11,039 square feet.

CGP:jf  
9-4-70

*CGP*  
Reviewed, Compared  
and Checked  
Division of Land Survey  
and Acquisition



PARCEL 3-A

Being a portion of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui. Being also a portion of Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in the Conveyances Division in Liber 5886, Pages 38-50. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the Southwest corner of this parcel of land, on the Northeast side of Salt Lake Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 2,918.72 feet North and 7,849.31 feet West, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

1. 158° 22' 488.50 feet along the Northeast side of Salt Lake Boulevard;
2. Thence along the Southeast corner of Hale Street and Salt Lake Boulevard, on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being 202° 53' 42" 42.08 feet;
3. Thence along the Southeast side of Hale Street, on a curve to the right with a radius of 2,834.79 feet, the chord azimuth and distance being 251° 41' 37" 422.17 feet;
4. 345° 57' 50" 5.00 feet along a jog on the Southeast side of Hale Street;
5. Thence along the Southeast side of Hale Street, on a curve to the right with a radius of 2,829.79 feet, the chord azimuth and distance being 258° 22' 10" 237.55 feet;
6. 260° 46' 30" 121.70 feet along same;
7. 170° 46' 30" 5.00 feet along a jog on the Southeast side of Hale Street;
8. 260° 46' 30" 723.47 feet along the Southeast side of Hale Street;



9.	3° 21' 35"	472.25 feet along the West side of the proposed Interstate Highway, Federal Aid Project No. I-H1-1(41), Halawa Interchange, along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
10.	97° 48'	34.79 feet along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
11.	78° 52'	197.40 feet along same;
12.	79° 49'	188.00 feet along same;
13.	66° 23'	99.50 feet along same;
14.	82° 43'	115.80 feet along same;
15.	75° 40'	201.10 feet along same;
16.	62° 17'	186.20 feet along same;
17.	76° 08'	117.15 feet along same;
18.	79° 06' 30"	110.90 feet along same;
19.	69° 09'	77.50 feet along same;
20.	39° 42'	4.31 feet along same to the point of beginning and containing an area of 16.045 acres.

Subject, however, to the restriction of the rights of all access of ingress and egress, into and from the proposed Interstate Highway, Federal Aid Project No. I-H1-1(41), Halawa Interchange, over and across Course 9 of the above described Parcel 3-A.

RESERVING, HOWEVER, to the United States of America the following described easements:

EASEMENT FOR SANITARY SEWER

Being an easement for Sanitary Sewer purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Northeast end of this easement, the true azimuth and distance from the end of course 6 of the above-described Parcel 3-A being 80° 46' 30" 10 10 5

1. 47° 42' 52" 234.16 feet;

LIBER 7397 PAGE 435

2. 4° 29' 14" 38.68 feet;

3. 2° 11' 59" 169.15 feet;

4. 20° 09' 59" 198.28 feet;

5. 72° 45' 01" 348.79 feet to the Southwest end of this easement and containing an area of 9,891 square feet.

EASEMENT FOR WATER PIPELINE

Being an easement for Water Pipeline purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the North end of this easement, the true azimuth and distance from the end of course 8 of the above-described Parcel 3-A being 80° 46' 30" 449.45 feet, thence running by azimuths measured clockwise from true South:

1. 352° 49' 30" 121.39 feet;

2. 353° 34' 105.96 feet;

3. 352° 49' 30" 175.91 feet;

4. 355° 59' 36.43 feet;

5. 14° 00' 21.54 feet to the South end of this easement and containing an area of 4,612 square feet.

EASEMENT FOR U.S. SIGNAL CORPS CABLE LINE

Being an easement for Cable Line purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Northwest end of this easement, the true azimuth and distance from the end of course 4 of the above-described Parcel 3-A being 256° 04' 17" 10.62 feet, thence running by azimuths measured clockwise from true South:

1. 281° 16' 30.32 feet;

2. 291° 21' 99.37 feet;

3. 296° 02'

247.82 feet;

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4. 301° 27'

154.82 feet;

5. 306° 27'

133.90 feet;

6. 313° 34'

56.76 feet to the Southeast end of this  
easement and containing an  
area of 7,230 square feet.

*[Signature]*  
Described, Computed  
and Checked  
Division of Land Survey  
and Acquisition

CGP:ju  
9/4/70



PARCEL 4

Being a portion of R. P. 6717, L. C. Aw. 7712 and 8516-B to M. Kekuanaoa and Kamaikui. Being also a portion of Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in the Conveyances Division in Liber 5886, Pages 38-50. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the East corner of this parcel of land, on the West side of the proposed Interstate Highway, Federal Aid Project No. I-H1-1(41), Halawa Interchange, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 3,792.88 feet North and 6,561.44 feet West, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

1. Along the Northwest side of Hale Street, on a curve to the right with a radius of 78.00 feet, the chord azimuth and distance being  $74^{\circ} 10' 24''$  17.93 feet;
2.  $350^{\circ} 46' 30''$  5.00 feet along a jog on the Northwest side of Hale Street;
3.  $80^{\circ} 46' 30''$  699.79 feet along the Northwest side of Hale Street;
4.  $170^{\circ} 46' 30''$  5.00 feet along a jog on the Northwest side of Hale Street;
5.  $80^{\circ} 46' 30''$  121.70 feet along the Northwest side of Hale Street;
6. Thence still along same, on a curve to the left with a radius of 2,899.79 feet, the chord azimuth and distance being  $78^{\circ} 22' 10''$  243.42 feet;
7.  $345^{\circ} 57' 50''$  5.00 feet along a jog on the Northwest side of Hale Street;
8. Thence along the Northwest side of Hale Street, on a curve to the left with a radius of 2,894.79 feet, the chord azimuth and distance being  $69^{\circ} 06' 55''$  690.39 feet;

10. Thence along the East corner of Kamehameha Highway (Project DA-NR 13) and Hale Street, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being 135° 41' 45" 95.85 feet;
11. 209° 07' 30" 392.98 feet along the Southeast side of Kamehameha Highway (Project DA-NR 13) and along the Aiea Interchange (Federal Aid Secondary Project No. SU-0720 (2));
12. 299° 07' 30" 53.50 feet along the Aiea Interchange (Federal Aid Secondary Project No. SU-0720(2));
13. 209° 07' 30" 289.52 feet along same;
14. 237° 48' 20" 803.69 feet along the land of Aiea;
15. Thence along the Aiea Interchange (Federal Aid Secondary Project No. SU-0720(2)), on a curve to the right with a radius of 770.00 feet, the chord azimuth and distance being 282° 52' 25" 364.42 feet;
16. Thence still along same, on a curve to the right with a radius of 1783.67 feet, the chord azimuth and distance being 301° 00' 21" 276.43 feet;
17. 305° 27' 357.72 feet along the Southwest side of Moanalua Road (Federal Aid Secondary Project No. SU-0720(2));
18. 345° 47' 10" 102.30 feet along the West side of the proposed Interstate Highway, Federal Aid Project No. I-H1-1(41), Halawa Interchange, along remainder of R.P. 6717, L C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui to the point of beginning and containing an area of 20.634 acres.

Subject, however, to the restriction of the rights of vehicular access of ingress and egress, into and from Kamehameha Highway (Project DA-NR 13), Aiea Interchange and Moanalua Road (Federal Aid Secondary Project No. SU-0720(2)), over and across Courses 11 to 13. inclusive. and 15 to 17 inclusive.

Subject, also, to the restriction of the rights of all access of ingress and egress, into and from the proposed Interstate Highway, Federal Aid Project No. I-H1-1(41), Halawa Interchange, over and across Course 18 of the above described Parcel 4.

Subject, also, to an easement for pipeline purposes, fifteen (15) feet wide, in favor of Standard Oil Company of California and recorded in the Division of Conveyances at Honolulu, Hawaii, in Liber 3712, Pages 49-61.

And reserving to the United States of America the following easements:

EASEMENT FOR SANITARY SEWER

Being an easement for Sanitary Sewer purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Northwest end of this easement, the true azimuth and distance from the end of Course 16 of the above described Parcel 4 being 305° 27' 48.16 feet, thence running by azimuth measured clockwise from true South:

1. 313° 42' 32" 50.15 feet to the Southeast end of this easement and containing an area of 502 square feet.

EASEMENT FOR SANITARY SEWER

Being an easement for Sanitary Sewer purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Northeast end of this easement, the true azimuth and distance from the end of Course 16 of the above described Parcel 4 being 305° 27' 90.33 feet, thence running by azimuths measured clockwise from true South:

1. 349° 25' 29" 10.38 feet;
2. 43° 20' 44" 28.90 feet;
3. 47° 50' 59" 420.46 feet;
4. 47° 42' 52" 74.24 feet to the Southwest end of this easement and containing an area of 5,340 square feet.



EASEMENT FOR WATER PIPELINE

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Being an easement for Water Pipeline purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Southwest end of this easement, the true azimuth and distance from the end of Course 2 of the above described Parcel 4 being 80° 46' 30" 383.99 feet, thence running by azimuths measured clockwise from true South:

1. 212° 56' 30" 136.50 feet;
2. 212° 40' 217.64 feet to the Northeast end of this easement and containing an area of 3,541 square feet.

EASEMENT FOR U. S. SIGNAL CORPS CABLE LINE

Being an easement for Cable Line purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Easterly end of this easement, the true azimuth and distance from the end of Course 7 of the above described Parcel 4 being 74° 00' 15" 197.99 feet, thence running by azimuths measured clockwise from true South:

1. 82° 50' 36.41 feet;
2. 74° 44' 115.67 feet;
3. 70° 51' 77.55 feet;
4. 157° 23' 126.71 feet;
5. 153° 32' 182.96 feet;
6. 159° 42' 73.07 feet to the Westerly end of this easement and containing an area of 6,124 square feet.

EASEMENT FOR FUEL PIPELINE

Being an easement for Fuel Pipeline purposes ten (10) feet wide and lying five (5) feet on each side of the following described centerline:

Beginning at the Southeast end of this easement, the true azimuth and distance from the end of Course 9 of the

1. On a curve to the right with a radius of 15.00 feet, the chord azimuth and distance being 139° 31' 35" 11.10 feet;
2. 161° 15' 280.48 feet;
3. Thence on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being 162° 31' 8.84 feet;
4. 163° 47' 68.75 feet to the Northwest end of this easement and containing an area of 3,695 square feet.

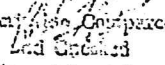
EASEMENT FOR ELECTRICAL TRANSMISSION LINE

Being an easement for Electrical Transmission Line purposes and more particularly described as follows:

Beginning at the North corner of this easement, being also the end of Course 11 of the above described Parcel 4, thence running by azimuths measured clockwise from true South:

1. 299° 07' 30" 10.00 feet along Aiea Interchange (Federal Aid Secondary Project No. SU-0720(2));
2. 29° 07' 30" 10.00 feet;
3. 119° 07' 30" 10.00 feet;
4. 209° 07' 30" 10.00 feet along Aiea Interchange (Federal Aid Secondary Project No. SU-0720(2)) to the point of beginning and containing an area of 100 square feet.

CGP:kk  
9/4/70

  
 Deputy Commissioner  
 Division of Land Survey  
 and Acquisition

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## REGULAR SYSTEM

Total Number of Pages:

Tax Map Key Nos. (1 ) 9-9-003:055 (por.), 061 (por.)

THIS AGREEMENT, hereinafter “Agreement,” made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose address is 530 South King Street, Room 300, Honolulu, Hawaii 96813, hereinafter referred to as the ‘CITY,’ and the STATE OF HAWAII, hereinafter called the “STATE,” by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter referred to as the “Board”;

The CITY did on the 30th day of November, 1970, deed to the STATE as "Grantee", real property located at Aloha Stadium, hereinafter referred to as the "premises" and the "property."

EXHIBIT " 3 "



# DRAFT

of Title No. 140099, a copy of which is attached hereto and made a part hereof, as Exhibit "A." Contained within that deed, specifically at page 2 thereof were two restrictions.

Those restrictions read as follows:

1. The premises shall be used and maintained as and for the public purpose aforesaid [a public stadium project in accordance with Act 172, S.L.H. 1970, together with all appurtenant facilities and improvements for service and concession facilities].
2. Grantee shall not in any way dispose of any interest in the premises except in the furtherance of the aforesaid purposes.

It has been requested of the CITY that the CITY acknowledge those restrictions are no longer in affect and that the same no longer encumber the real property contained within said deed.

The CITY acknowledges that it no longer desires to have a right of first refusal, nor does it desire to further restrict the use of the property as set forth in the aforesaid restrictions.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, paid by the STATE, by its Board, it being in the best interest of the CITY that the property be free of such restrictions, subject only to zoning and use ordinances as they exist in the City and County of Honolulu from time to time, which said zoning and restrictions shall continue to be in full force and effect. But as to the restrictions described above they have and are by this instrument deemed to be released and no longer a burden upon the real property described within the deed and are forever released, relinquished and waived.

The City Council, City and County of Honolulu by Resolution No. 16-69, CD1, Supporting the Removal of Restrictive Covenants Relating to use of lands at Aloha Stadium was approved on April 20, 2016.

EXCEPT as hereinabove are forever released, relinquished and waived, all of the terms, covenants and conditions contained in said quitclaim deeds shall continue and remain in full force and effect.

THIS Agreement shall in no way, manner, form, or otherwise be deemed a breach of any condition or covenant contained in said quitclaim deeds to cause said property to revert to the United States of America.

# DRAFT

IN WITNESS WHEREOF, the CITY, herein, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, and the STATE, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, both effective as of the day, month, and year first above written.

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_

Deputy Corporation Counsel

Dated: \_\_\_\_\_

Approved by the Board of  
Land and Natural Resources at  
its meeting held on

\_\_\_\_\_

APPROVED AS TO LEGALITY,  
FORM, EXCEPTIONS, AND  
RESERVATIONS:

\_\_\_\_\_

Deputy Attorney General

Dated: \_\_\_\_\_

CITY AND COUNTY OF HONOLULU,  
a municipal corporation

By \_\_\_\_\_  
KIRK CALDWELL  
Its Mayor

CITY

STATE OF HAWAII

By \_\_\_\_\_  
SUZANNE D. CASE  
Its Chairperson

STATE

DRAFT

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that the foregoing instrument was signed and sealed in behalf of said municipal corporation by authority of the City Council of said City and County of Honolulu, and said KIRK CALDWELL acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My commission expires: \_\_\_\_\_



The attached instrument is a true copy of DOC NO 534396, received  
for registration in this office, APR 20 1971, at 12:45 o'clock P M, and  
noted on Certificate (S) of Title Number (S) \_\_\_\_\_  
and from which Certificate (S) of Title Number (S) 140099 has (have) been issued.

And also recorded in the Bureau of Conveyances in  
Liber 7889 Page 256

Attest: \_\_\_\_\_

Richard M. Chen  
Assistant Registrar, Land Court  
State of Hawaii

**EXHIBIT "A"**



**RECORDATION REQUESTED BY:**

DEPARTMENT OF TRANSPORTATION  
ABSTRACTING SECTION

**AFTER RECORDATION, RETURN TO:**

DEPARTMENT OF TRANSPORTATION  
ABSTRACTING SECTION

**RETURN BY: MAIL ( ) PICKUP (X)**

**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, the principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii, hereinafter called the "GRANTOR," for and in consideration of the sum of ONE DOLLAR (\$1.00) to it paid by the STATE OF HAWAII, hereinafter called the "GRANTEE," the receipt of which is hereby acknowledged, does hereby release, remise and quitclaim unto the Grantee, all of its right, title and interest in and to the real property consisting of 41.417 acres and described in Exhibit A attached hereto and by reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the said premises for a public stadium project in accordance with Act 172, S.L.H. 1970, together with all appurtenant facilities and improvements for service and concession facilities unto the Grantee, its successors and assigns forever, subject to the covenants herein contained.

The Grantee does by the acceptance of this deed covenant and agree for itself, its successors and assigns forever as follows:



(1) The premises shall be used and maintained as and for the public purpose aforesaid.

(2) Grantee shall not in any way dispose of any interest in the premises except in the furtherance of the aforesaid purposes.

In the event of any breach of the foregoing covenants, all right, title and interest in and to the premises including any improvements thereon shall revert to and become the property of the Grantor, and in such event the Grantor shall have the immediate right of entry upon said premises.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 30th day of November, 1970.

APPROVED AS TO FORM AND  
LEGALITY:

  
Deputy Corporation Counsel

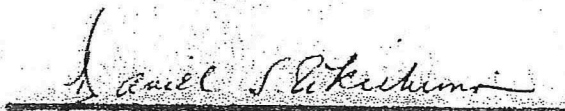
CITY AND COUNTY OF HONOLULU


  
FRANK P. FASI, Mayor

GRANTOR

APPROVED AS TO FORM:

STATE OF HAWAII

  
Deputy Attorney General

  
JOHN A. BURNS, Governor

GRANTEE



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

On this 27th day of October, 1970, before me personally appeared FRANK F. FASI, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council; and said FRANK F. FASI acknowledged the said instrument to be the free act and deed of said municipal corporation.

(SEAL) Edith T. Iwami  
Notary Public, First Circuit,  
State of Hawaii

My commission expires: **August 15, 1972.**



PROPOSED MUNICIPAL STADIUM SITE

Being portions of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui; R. P. 765, L. C. Aw. 9332, Apana 2 to Kahana; and R. P. 759, L. C. Aw. 2047 to Kekio; and all of R. P. 761, L. C. Aw. 2139 to Kinilau; R. P. 769, L. C. Aw. 1996 to Naenae; R. P. 765, L. C. Aw. 9332, Apana 1 to Kahana; R. P. 759, L. C. Aw. 2047, Apana 1 to Kekio; and R. P. 766, L. C. Aw. 2156, Apana 3 to Opunui. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the Northwesterly corner of this parcel of land, on the East side of Salt Lake Boulevard, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 2,918.72 feet North and 7,249.31 feet West, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, and running by azimuths measured clockwise from true South:

- |     |      |     |     |             |  |
|-----|------|-----|-----|-------------|--|
| 1.  | 219° | 42' |     | 4.31 feet   | along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui along Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in Liber 5886, Pages 38-50;  |
| 2.  | 249° | 09' |     | 77.50 feet  | along same;  |
| 3.  | 259° | 06' | 30" | 110.90 feet | along same;  |
| 4.  | 256° | 08' |     | 117.15 feet | along same;  |
| 5.  | 242° | 17' |     | 186.20 feet | along same;  |
| 6.  | 255° | 40' |     | 201.10 feet | along same;  |
| 7.  | 262° | 43' |     | 115.80 feet | along same;  |
| 8.  | 246° | 23' |     | 99.50 feet  | along same;  |
| 9.  | 259° | 49' |     | 188.00 feet | along same;  |
| 10. | 258° | 52' |     | 197.40 feet | along same;  |
| 11. | 277° | 48' |     | 34.79 feet  | along same;  |
| 12. | 3°   | 21' | 35" | 261.52 feet | along the proposed West side of the Interstate Highway (Federal Aid Project No. I-H1-1(41)) along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;  |
| 13. | 351° | 05' |     | 62.62 feet  | along the proposed West side of Interstate Highway (Federal Aid Project No. I-H1-1(41)) along R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;   |
| 14. | 3°   | 20' | 52" | 457.22 feet | along the proposed West side of Interstate Highway (Federal Aid Project No. I-H1-1(41)) along remainders of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui, R. P. 765, L. C. Aw. 9332, Apana 2 to Kahana and R. P. 759, L. C. Aw. 2047, Apana 2 to Kekio; |



REFERENCE TO LOT 175-A-1  
(Map 106) and Lot 51-B-1-B  
(Map 94) of Land Court Applica-  
tion 966, down the middle of  
Halawa Stream for next six (6)  
courses, the direct azimuths  
and distances between points  
on said middle of stream being:

15.	84°	25'	278.86 feet;	
16.	39°	35'	210.00 feet;	
17.	54°	00'	230.00 feet;	
18.	359°	35'	130.00 feet;	
19.	34°	30'	332.00 feet;	
20.	357°	25'	143.70 feet;	
21.	160°	27'	338.53 feet	along the East side of Salt Lake Boulevard;
22.	250°	27'	50.00 feet	along remainders of R. P. 6717, L. C. Aves. 7712 and 8516-B to M. Kekuanaoa and Kamaikui and R. P. 766, L. C. Aw. 2156, Apana 3 to Opunui;
23.	160°	27'	50.00 feet	along same;
24.	70°	27'	50.00 feet	along remainder of R. P. 6717, L. C. Aves. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
25.	160°	27'	1,005.02 feet	along the East side of Salt Lake Boulevard to the point of beginning and containing an area of 24.541 acres.

**SUBJECT, HOWEVER,** to the restriction of the rights of all access of ingress and egress, into and from the proposed Interstate Highway (Federal Aid Project No. I-HI-1(41)) over and across Courses 12, 13 and 14 of the above described parcel of land.

**SUBJECT, ALSO,** to the following easements:

Easement (5 feet wide) for U. S. Signal Corps Under-ground Communication Cable Line in favor of the United States of America and recorded in the Conveyances Division in Liber 1581, Pages 385-392.

Easement (10 feet wide) for 24-inch water main in favor of the United States Navy.

Easement S-4 for sanitary sewer in favor of the City and County of Honolulu.

Easement (10 feet wide) for gravity sewer in favor of the City and County of Honolulu.

Easement (15 feet wide) for gravity sewer in favor of the City and County of Honolulu.

Easement (10 feet wide) for Sewer Force Main in favor of the City and County of Honolulu.

Easement for pipeline purposes in favor of Standard Oil Company of California.

*[Signature]*  
Description Compared  
and Checked  
Division of Land Survey  
and Acquisition



PROPOSED MUNICIPAL STADIUM SITE

Being all of Lots 2-1, 2-2, 2-3 and 2-4 of the subdivision of Lot 2 of the Halawa Valley Estates Subdivision, Unit 1-A (File Plan 896). Being also a portion of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the East corner of this parcel of land, being also the common corner of Lots 8 and 2 of the Halawa Valley Estates Subdivision, Unit 1-A (File Plan 896), and on the Southwest side of Salt Lake Boulevard, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

- |    |      |     |     |             |   |
|----|------|-----|-----|-------------|---|
| 1. | 94°  | 12' |     | 192.45 feet | along Lots 8 thru 11, of the Halawa Valley Estates Subdivision, Unit 1-A (File Plan 896);   |
| 2. | 238° | 35' |     | 27.50 feet  | along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;   |
| 3. | 193° | 31' |     | 174.60 feet | along same;   |
| 4. | 185° | 03' | 30" | 129.64 feet | along same;   |
| 5. | 340° | 27' |     | 347.35 feet | along the Southwest side of Salt Lake Boulevard to the point of beginning and containing an area of 25,797 square feet or 0.592 acre. |

*[Signature]*  
Described, Compared  
and Checked  
Division of Land Survey  
and Acquisition



PROPOSED MUNICIPAL STADIUM SITE

Being a portion of Exclusion No. 12 (Map 1) of Land Court Application 966. Being also a portion of R. P. 766, L. C. Aw. 2156, Apana 2 to Opunui. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the West corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 2,154.00 feet North and 6,740.29 feet West, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

1. 251° 30' 125.28 feet along Lot 179-A-1 (Map 106) of Land Court Application 966;
2. 30° 20' 52" 58.31 feet along the proposed Westerly side of Interstate Highway (Federal Aid Project No. I-HI-1(41)), along remainder of R. P. 766, L. C. Aw. 2156, Apana 2 to Opunui;
3. 1° 55' 45" 108.78 feet along same;
4. 102° 40' 57.75 feet along Lot 179-A-1 (Map 106) of Land Court Application 966;
5. 154° 11' 127.20 feet along same to the point of beginning and containing an area of 12,572 square feet or 0.289 acre.

SUBJECT, HOWEVER, to the restriction of the rights of all access of ingress and egress, into and from the proposed Interstate Highway (Federal Aid Project No. I-HI-1(41)) over and across Courses 2 and 3 of the above described parcel of land.

*[Signature]*  
Description Compared  
and Checked  
Division of Land Survey  
and Acquisition



PROPOSED MUNICIPAL STADIUM SITE

Being all of Exclusion No. 13 (Map 1) of Land Court Application 966. Being also the whole of E. P. 766, L. C. Aw. 2156, Apana 1 to Opunui. Situate at Halawa, Ewa, Oahu, Hawaii.

Beginning at the North corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 2,136.24 feet North and 6,798.96 feet West, as shown on Division of Land Survey and Acquisition Parcel Map File No. 5-D-5, thence running by azimuths measured clockwise from true South:

- |    |      |     |   |
|----|------|-----|---|
| 1. | 341° | 30' | 87.10 feet along Lot 179-A-1 (Map 106)<br>of Land Court Application 966;                    |
| 2. | 61°  | 20' | 90.40 feet along same;  |
| 3. | 148° | 58' | 89.60 feet along same;  |
| 4. | 243° | 20' | 109.60 feet along same to the point of<br>beginning and containing an<br>area of 0.20 acre. |

*[Signature]*  
Description Compared  
and Checked  
Division of Land Survey  
and Acquisition



PART III

PROPOSED MUNICIPAL STADIUM SITE

Being Lot 179-A-1-B, area 15.795 acres, as shown on Map 107, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 966 of Bruce Cartwright, Trustee under the Will and of the Estate of Emma Kaleleonalani, deceased, and being all the land described in Transfer Certificate of Title No. 139950 issued to the City and County of Honolulu.

Situate at Halawa, Ewa, Oahu, Hawaii.

SUBJECT, HOWEVER, to the restriction of the rights of all access of ingress or egress, into and from Interstate Highway (FAP No. I-M1-1(41)) over and across the common boundaries of Lots 179-A-1-A and 179-A-1-B shown thusly and noted "no access permitted" on said Map 107.

CGP:dns  
10/30/70

*[Signature]*  
Description Compared  
and Checked  
Division of Land Survey  
and Acquisition



Return to: Dept. of Land and  
Natural Resources  
Land Management Division

S.  
DEED

25627

DEPARTMENT OF TRANSPORTATION  
ABSTRACTING SECTION



Recording requested by:

When recorded mail to:

DRAFT 8/19/2016  
DOI SOL comments incorporated

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Halawa-Aiea Veterans Housing Area / Aloha Stadium  
GSA № 9-N-HI-495-A

DEED OF RELEASE

This Deed of Release (this "Release") is from THE UNITED STATES OF AMERICA, acting by and through the undersigned Regional Director, Pacific West Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (the "Act of 1949"), and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), to the State of Hawaii ("Grantee"), and its assigns.

Recitals:

- A. On June 30, 1967, the United States of America, acting by and through the Administrator of General Services, conveyed to The City and County of Honolulu, pursuant to authority of the Act of 1949 and regulations and orders promulgated thereunder, 56.905 acres of real property, more or less, located in Honolulu, Hawaii (the "Halawa/Aiea Veterans Housing Area" now known as the "Aloha Stadium Property", hereafter referred to as "the Original Property"), as more fully described in the Quitclaim Deed dated June 30, 1967, and recorded in Official Records as Document № 67-47841; Book 5886, at Pages 38-50, Recorder's Office, Honolulu County, Hawaii (the "Federal Quitclaim Deed").
- B. On November 6, 1969, The City and County of Honolulu returned to the United States of America, 0.881 acres of the Original Property for use as a highway right-of-way.
- C. On October 27, 1970, with the approval of the Grantor, acting by and through the Regional Director, Bureau of Outdoor Recreation, the City and County of Honolulu conveyed the remaining 56.024 acres of the Original Property to the State of Hawaii, as described in the Quitclaim Deed dated October 27, 1970, and recorded in Official Records as Document № 71-6538; Book 7397, at Pages 424-441, Recorder's Office, Honolulu County, Hawaii.
- D. On October 13, 1972, the State of Hawaii returned 1.925 acres of the Original Property to the Grantor.
- E. On July 19, 1974, Grantor conveyed 0.456 acres to Grantee to be added to the Original Property.
- F. On September 12, 1975, the Grantee returned 0.714 acres of the Original Property to the Grantor. The resulting acreage in the Original Property remaining under the terms of the Federal Quitclaim Deed is 53.841 acres.
- G. The Original Property was conveyed to Grantee upon the express condition that it was to be used

EXHIBIT "4"



exclusively for public park and recreational purposes and certain restrictions were expressly set forth as paragraphs 1 through 6 of the Federal Quitclaim Deed (collectively, the "Restrictions").

H. In legislation enacted by the United States Congress on October 5, 1992 as part of the FY 1993 Department of the Interior Appropriations Act (P.L. 102-381 §321; 106 Stat. 1418-19; hereafter the "Act of 1992"), the Secretary of the Interior is instructed to remove restrictions that the Original Property be used in perpetuity for public park and public recreation area purposes when the Grantee has identified an equal amount of additional land and has agreed that such land that shall be dedicated in perpetuity for public park and public recreation uses.

I. Grantee has identified replacement property, as more fully described in Exhibit 1 attached hereto and made a part hereof, consisting of 65.378 acres of real property, more or less, known as the Central Maui Regional Sports Complex Park property and located at Waikapu, Maui (the "Replacement Property") and will impose a condition that the Replacement Property be used exclusively for public park and recreation purposes, as required pursuant to the Act of 1949 and the Act of 1992.

J. The Act of 1949 and the Act of 1992 authorize the Secretary of the Interior to release the Original Property from the Restrictions if certain conditions are met, which authority has been re-delegated to the Director of the National Park Service and the Regional Directors of the National Park Service.

K. The General Services Administration has advised the National Park Service by letter dated June 8, 2016 that it concurs with releasing all Restrictions set forth in the Federal Quitclaim Deed placed upon the Original Property for public park and recreational purposes.

NOW, THEREFORE, the said Regional Director, acting on behalf of the United States of America, does hereby release the Original Property from all Restrictions placed upon it in the Federal Quitclaim Deed, including, without limitation, the requirement that the Original Property be used exclusively for public park and recreational purposes. This Release does not affect, and the Original Property remains subject to, all legal easements, leases, agreements, rights-of-way, and other restrictions.

In consideration of the release of the Original Property from the Restrictions, Grantee has on this same day entered into a Declaration of Restrictions with the United States of America, acting by and through the said Regional Director, whereby Grantee will pledge certain rights and interests in the Replacement Property to the United States of America, acting by and through the Secretary of the Interior. The form of the Declaration of Restrictions is attached as Exhibit 2 to this Release.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the Grantor has caused this Deed or Release to be executed in its name and on its behalf on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

UNITED STATES OF AMERICA  
Acting by and through the Secretary of the Interior

By: \_\_\_\_\_  
Laura E. Joss  
Regional Director, Pacific West Region  
National Park Service

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  ) ss.  
County of San Francisco            )

On \_\_\_\_\_ before me, \_\_\_\_\_,

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

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

WITNESS, my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)                   SEAL:



The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

State of Hawaii

By \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of Hawaii                    )  
  ) ss.  
County of Honolulu            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the forgoing instrument and acknowledged that she/he executed the same as her/his free act and deed.

WITNESS, my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_

**Exhibit 1**  
**Replacement Property**

**Property Description of Lot 12-A-3**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 3152 to Henry Cornwell and Royal Patent Grant 3343 to Claus Spreckels) situate, lying and being at Waikapu and Wailuku Commons, Wailuku, Island and County of Maui, State of Hawaii, being LOT 12-A-3, same being a portion of Lot 12-A of Maui Lani Subdivision, as shown on Subdivision Map File No. 3.2226, approved by County of Maui, on October 24, 2013 and thus bounded and described as per survey dated January 7, 2013:

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet south and 2,707.87 feet east and running by azimuths measured clockwise from true South:

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F.P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F.P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;  
  
Thence along the northwesterly side of Kulhelani Highway (F.A.S.P. No. S-0380(4)) (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
3. 34° 00' 53.15" 527.70 feet;
4. 122° 42' 46" 12.00 feet along same;  
  
Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
5. 31° 39' 26" 428.28 feet;  
  
Thence along the remainder of Lot 12-A of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
6. 121° 39' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
8. 116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
10. 150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 198° 55' 490.95 feet along same to the point of beginning and containing an area of 65.378 acres, more or less.

Said above described parcel of land having been acquired by ALEXANDER & BALDWIN, INC., a Hawaii corporation by the following Deeds:

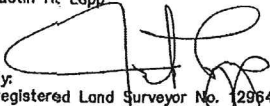
1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in Liber 865 Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in Liber 23006 at Page 583.

**SURVEYOR'S CERTIFICATION**

To State of Hawaii, Department of Land and Natural Resources  
and Title Guaranty of Hawaii, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(a) and 13 of Table A thereof. The field work was completed on January 13, 2014 and updated on June 19, 2014.

Justin H. Lapp

By:   
Registered Land Surveyor No. 12964  
Date of Survey: June 19, 2014





## Exhibit 2

### Form of the Declaration of Restrictions

#### DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made by and between the State of Hawaii ("Grantor"), and the UNITED STATES OF AMERICA, acting by and through the Regional Director, Pacific West Region, National Park Service, U.S. Department of the Interior ("Grantee"), pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (the "Act"), and regulations and orders promulgated thereunder.

#### Recitals:

- A. Grantor is the owner of 65.378 acres of real property known as the Central Maui Regional Sports Complex Park property and located at Waikapu, Maui, as more fully described in Exhibit 1 (the "Replacement Property").
- B. This Declaration of Restrictions is made in consideration of the Deed of Release dated of even date herewith between Grantee and Grantor relative to 53.841 acres of real property, more or less, located at former Halawa-Aiea Veterans Housing Area / Aloha Stadium, Honolulu, Oahu, Hawaii, originally conveyed by the United States of America via Quitclaim Deed for public park and recreation area purposes ("Original Property").
- C. Grantor has agreed to impose on the Replacement Property, for the benefit of Grantee and its successors and assigns, restrictive covenants to ensure that the Replacement Property will be permanently used solely for public park and recreational purposes.

#### Agreement:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare, covenant, and agree, for itself and its successors and assigns, that the said Replacement Property shall hereafter and perpetually be held and conveyed subject to the following conditions and restrictions, to-wit:

1. The Replacement Property shall be used and maintained exclusively for public park and recreational purposes in perpetuity as set forth in the program of utilization and plan contained in Grantor's application submitted on August 5, 2015, and as amended by inclusion of the Program of Utilization Update for the Replacement Property submitted by letter dated June 3, 2016, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application (the "Program of Utilization").
2. The Grantor shall, within 6 months of the date of this Declaration of Restrictions, erect and maintain a permanent sign or marker near the point of principal access to the Replacement Property indicating that the Replacement Property is a park or recreation area and has been

acquired in substitution for property acquired from the Federal Government through the Federal Lands to Parks Program of the U.S. Department of the Interior, for use by the general public.

3. The Replacement Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the Replacement Property for public park or public recreational purposes subject to the same terms and conditions in this Declaration of Restrictions. Any mortgage, lien, or any other encumbrance not wholly subordinate to the interest of the Grantee in this Declaration of Restrictions shall constitute an impermissible disposal. However, this provision shall not preclude the Grantor, its successors and assigns from issuing revenue or other bonds related to the use of the Replacement Property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the Replacement Property. Furthermore, this provision shall not preclude the Grantor from providing related recreation facilities and services compatible with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
4. Funds generated on the Replacement Property may not be expended for non-recreational purposes. Until the Replacement Property has been fully developed in accordance with the Program of Utilization, all revenues generated on the Replacement Property must be used for the development, operation, and maintenance of the Replacement Property. After the Replacement Property has been fully developed in accordance with the Program of Utilization, revenue generated by the Replacement Property may be expended on other recreation properties operated by Grantor.
5. From the date of this Declaration of Restrictions, the Grantor, its successors and assigns, shall submit biennial reports to the National Park Service, setting forth the use made of the Replacement Property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports or as further determined by the Secretary of the Interior.
6. Grantor further covenants and agrees for itself, its successors and assigns, that: (1) any use, operation, program or activity on or related to the Replacement Property will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but not limited to the following laws and regulations as such may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantor, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantor, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantor, its successors or assigns, is authorized to provide services or benefits on or in connection with the Replacement Property, a written agreement pursuant to which such other



person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantor, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor or assign; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantee and enforceable by the Grantee against the Grantor, its successors and assigns; and (7) the Grantee shall have a right of access to, and entrance upon, the Replacement Property in order to determine compliance with the terms of this conveyance.

7. The Grantor, its successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantee, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorneys' fees and expenses, consultant fees and expenses, expert fees and expenses, and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal property or economic loss) that relates to the Grantor's failure to comply with the terms of this Declaration of Restrictions or from the use or occupancy of the Replacement Property by the Grantor, its successors, assigns, transferees, or agents.
8. In the event that there is a breach by the Grantor, its successors or assigns, of any of the covenants, conditions, restrictions, and agreements set forth herein, whether caused by the legal or other inability of the Grantor, its successors or assigns, to perform said covenants, conditions, restrictions or agreements, the Grantee will give written notice, with a reasonable time stated therein, of such breach together with the actions required by Grantee in order to cure said breach. In the event Grantee, its successors or assigns, fails to cure such breach within the designated time frame set forth in the written notice, Grantor, for itself, its successors and assigns, covenants and agrees that Grantee shall be entitled to the following alternative remedies:
  - a. Grantor, or its successors and assigns, shall deliver to Grantee a general warranty deed to the Replacement Property and shall allow Grantee the immediate right to reenter and take possession of the Replacement Property. Final acceptance of such deed shall be at the sole option of the Grantee.
  - b. In the event Grantor, its successors and assigns, fails to comply with the remedy provided in Section 8(a) above, Grantor, for itself and its successors and assigns covenants and agrees that Grantee shall have the right to prosecute and complete a Quiet Title and Ejectment action, or other reasonably equivalent appropriate action, in a federal court of competent jurisdiction against Grantor, its successors and assigns and any other party-in-interest to the Replacement Property so that Grantee can acquire title and possession of the Replacement Property. By executing this Declaration of Restrictions, Grantor, for itself and its successors and assigns, hereby confesses judgment to Grantee to enable Grantee to complete such judicial proceedings. In addition, Grantor, for itself and its successors and assigns, agrees to pay Grantee all costs associated with any such judicial proceedings incurred by Grantee in acquiring title and possession of the Replacement Property.

- c. Until Grantee acquires and accepts title and possession to the Replacement Property at its sole option and in accordance with the terms of Section 8(a) or 8(b) above, Grantor, for itself and its successors and assigns, covenants and agrees to be fully responsible to provide protection to and maintenance of said property at all times until such time as the title is actually accepted by the Grantee, including the period of any notice of intent to exercise Grantee's rights. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations 41 CFR 102-75.690 as such may be amended.
9. The failure of the Grantee to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but obligation of the Grantor, its successors and assigns, with respect to such future performance shall continue in full force and effect.
10. The National Park Service and any representative it may so delegate shall have the right of entry upon the Replacement Property at all reasonable times to conduct inspections of the Replacement Property for the purposes of evaluating the Grantor's compliance with the terms and conditions of this Declaration of Restrictions.
11. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the Replacement Property and every part thereof or interest therein, and shall be binding on Grantor, its successors, assigns, and every successor in interest to all or any part of the property, and shall benefit Grantee and Grantee's successors and assigns. All restrictions and conditions contained herein are for the sole benefit of the United States of America and may be modified or abrogated by the Secretary of the Interior, or his successor in function, as provided by the Act.

*Remainder of page intentionally left blank*



To indicate their agreement to the provisions contained in this Declaration of Restrictions, Grantor and Grantee have caused this instrument to be executed by their duly authorized representatives effective as of \_\_\_\_\_, 2016.

**Grantor:**

State of Hawaii

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT**

State of Hawaii                    )  
  ) ss.  
County of Honolulu                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the forgoing instrument and acknowledged that she/he executed the same as her/his free act and deed.

WITNESS, my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_

**Grantee:**

UNITED STATES OF AMERICA  
Acting by and through the Secretary of the Interior

By \_\_\_\_\_  
Laura E. Joss  
Regional Director, Pacific West Region  
National Park Service

Date \_\_\_\_\_

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California       )  
  ) ss.  
County of San Francisco   )

On \_\_\_\_\_ before me, \_\_\_\_\_,

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

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

WITNESS, my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public) SEAL:



**Exhibit 1**  
**Replacement Property**

**Property Description of Lot 12-A-3**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 3152 to Henry Cornwell and Royal Patent Grant 3343 to Claus Spreckels), situate, lying and being at Waikapu and Waialuku Commons, Waialuku, Island and County of Maui, State of Hawaii, being LOT 12-A-3, same being a portion of Lot 12-A of Maui Lani Subdivision, as shown on Subdivision Map File No. 3.2226, approved by County of Maui, on October 24, 2013 and thus bounded and described as per survey dated January 7, 2013:

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet south and 2,707.87 feet east and running by azimuths measured clockwise from true South:

1. 284° 48' 20" 308.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F.P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F.P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;  
  
Thence along the northwesterly side of Kuihelani Highway (F.A.S.P. No. S-0380(4)) (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:  
  
3. 34° 00' 53.15" 527.70 feet;  
4. 122° 42' 46" 12.00 feet along same;  
  
Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:  
  
5. 31° 39' 26" 428.28 feet;  
  
Thence along the remainder of Lot 12-A of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:  
  
6. 121° 39' 45" 1.64 feet;  
7. 122° 36' 1,065.80 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:  
  
8. 116° 18' 522.53 feet;  
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:  
  
10. 150° 30' 50" 113.01 feet;  
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
12. 106° 11' 470.00 feet along same;  
13. 196° 55' 490.95 feet along same to the point of beginning and containing an area of 65.378 acres, more or less.

Said above described parcel of land having been acquired by ALEXANDER & BALDWIN, INC., a Hawaii corporation by the following Deeds:

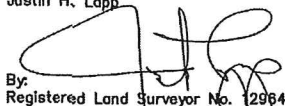
1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in Liber 865 Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in Liber 23006 at Page 583.

**SURVEYOR'S CERTIFICATION**

To State of Hawaii, Department of Land and Natural Resources  
and Title Guaranty of Hawaii, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 8, 11(a) and 13 of Table A thereof. The field work was completed on January 13, 2014 and updated on June 19, 2014.

Justin H. Lapp

By:   
Registered Land Surveyor No. 12964  
Date of Survey: June 19, 2014



Recording requested by:

DRAFT 8/19/2016  
DOI SOL comments incorporated

When recorded mail to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Central Maui Regional Sports Complex Park  
Waikapu, Maui, Hawaii  
GSA Control № 9-N-HI-495-A

### DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made by and between the State of Hawaii ("Grantor"), and the UNITED STATES OF AMERICA, acting by and through the Regional Director, Pacific West Region, National Park Service, U.S. Department of the Interior ("Grantee"), pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (the "Act"), and regulations and orders promulgated thereunder.

#### Recitals:

- A. Grantor is the owner of 65.378 acres of real property known as the Central Maui Regional Sports Complex Park property and located at Waikapu, Maui, as more fully described in Exhibit 1 (the "Replacement Property").
- B. This Declaration of Restrictions is made in consideration of the Deed of Release dated of even date herewith between Grantee and Grantor relative to 53.841 acres of real property, more or less, located at former Halawa-Aiea Veterans Housing Area / Aloha Stadium, Honolulu, Oahu, Hawaii, originally conveyed by the United States of America via Quitclaim Deed for public park and recreation area purposes ("Original Property").
- C. Grantor has agreed to impose on the Replacement Property, for the benefit of Grantee and its successors and assigns, restrictive covenants to ensure that the Replacement Property will be permanently used solely for public park and recreational purposes.

#### Agreement:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare, covenant, and agree, for itself and its successors and assigns, that the said Replacement Property shall hereafter and perpetually be held and conveyed subject to the following conditions and restrictions, to-wit:

**EXHIBIT "5"**



1. The Replacement Property shall be used and maintained exclusively for public park and recreational purposes in perpetuity as set forth in the program of utilization and plan contained in Grantor's application submitted on August 5, 2015, and as amended by inclusion of the Program of Utilization Update for the Replacement Property submitted by letter dated June 3, 2016, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application (the "Program of Utilization").
2. The Grantor shall, within 6 months of the date of this Declaration of Restrictions, erect and maintain a permanent sign or marker near the point of principal access to the Replacement Property indicating that the Replacement Property is a park or recreation area and has been acquired in substitution for property acquired from the Federal Government through the Federal Lands to Parks Program of the U.S. Department of the Interior, for use by the general public.
3. The Replacement Property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the Replacement Property for public park or public recreational purposes subject to the same terms and conditions in this Declaration of Restrictions. Any mortgage, lien, or any other encumbrance not wholly subordinate to the interest of the Grantee in this Declaration of Restrictions shall constitute an impermissible disposal. However, this provision shall not preclude the Grantor, its successors and assigns from issuing revenue or other bonds related to the use of the Replacement Property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the Replacement Property. Furthermore, this provision shall not preclude the Grantor from providing related recreation facilities and services compatible with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
4. Funds generated on the Replacement Property may not be expended for non-recreational purposes. Until the Replacement Property has been fully developed in accordance with the Program of Utilization, all revenues generated on the Replacement Property must be used for the development, operation, and maintenance of the Replacement Property. After the Replacement Property has been fully developed in accordance with the Program of Utilization, revenue generated by the Replacement Property may be expended on other recreation properties operated by Grantor.
5. From the date of this Declaration of Restrictions, the Grantor, its successors and assigns, shall submit biennial reports to the National Park Service, setting forth the use made of the Replacement Property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports or as further determined by the Secretary of the Interior.
6. Grantor further covenants and agrees for itself, its successors and assigns, that: (1) any use, operation, program or activity on or related to the Replacement Property will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but



not limited to the following laws and regulations as such may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantor, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantor, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantor, its successors or assigns, is authorized to provide services or benefits on or in connection with the Replacement Property, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantor, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor or assign; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantee and enforceable by the Grantee against the Grantor, its successors and assigns; and (7) the Grantee shall have a right of access to, and entrance upon, the Replacement Property in order to determine compliance with the terms of this conveyance.

7. The Grantor, its successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantee, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorneys' fees and expenses, consultant fees and expenses, expert fees and expenses, and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal property or economic loss) that relates to the Grantor's failure to comply with the terms of this Declaration of Restrictions or from the use or occupancy of the Replacement Property by the Grantor, its successors, assigns, transferees, or agents.
8. In the event that there is a breach by the Grantor, its successors or assigns, of any of the covenants, conditions, restrictions, and agreements set forth herein, whether caused by the legal or other inability of the Grantor, its successors or assigns, to perform said covenants, conditions, restrictions or agreements, the Grantee will give written notice, with a reasonable time stated therein, of such breach together with the actions required by Grantee in order to cure said breach. In the event Grantee, its successors or assigns, fails to cure such breach within the designated time frame set forth in the written notice, Grantor, for itself, its successors and assigns, covenants and agrees that Grantee shall be entitled to the following alternative remedies:
  - a. Grantor, or its successors and assigns, shall deliver to Grantee a general warranty deed to the Replacement Property and shall allow Grantee the immediate right to reenter and take possession of the Replacement Property. Final acceptance of such deed shall be at the sole option of the Grantee.



b. In the event Grantor, its successors and assigns, fails to comply with the remedy provided in Section 8(a) above, Grantor, for itself and its successors and assigns covenants and agrees that Grantee shall have the right to prosecute and complete a Quiet Title and Ejectment action, or other reasonably equivalent appropriate action, in a federal court of competent jurisdiction against Grantor, its successors and assigns and any other party-in-interest to the Replacement Property so that Grantee can acquire title and possession of the Replacement Property. By executing this Declaration of Restrictions, Grantor, for itself and its successors and assigns, hereby confesses judgment to Grantee to enable Grantee to complete such judicial proceedings. In addition, Grantor, for itself and its successors and assigns, agrees to pay Grantee all costs associated with any such judicial proceedings incurred by Grantee in acquiring title and possession of the Replacement Property.

c. Until Grantee acquires and accepts title and possession to the Replacement Property at its sole option and in accordance with the terms of Section 8(a) or 8(b) above, Grantor, for itself and its successors and assigns, covenants and agrees to be fully responsible to provide protection to and maintenance of said property at all times until such time as the title is actually accepted by the Grantee, including the period of any notice of intent to exercise Grantee's rights. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its regulations 41 CFR 102-75.690 as such may be amended.

9. The failure of the Grantee to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but obligation of the Grantor, its successors and assigns, with respect to such future performance shall continue in full force and effect.
10. The National Park Service and any representative it may so delegate shall have the right of entry upon the Replacement Property at all reasonable times to conduct inspections of the Replacement Property for the purposes of evaluating the Grantor's compliance with the terms and conditions of this Declaration of Restrictions.
11. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the Replacement Property and every part thereof or interest therein, and shall be binding on Grantor, its successors, assigns, and every successor in interest to all or any part of the property, and shall benefit Grantee and Grantee's successors and assigns. All restrictions and conditions contained herein are for the sole benefit of the United States of America and may be modified or abrogated by the Secretary of the Interior, or his successor in function, as provided by the Act.

\_\_\_\_\_ *Remainder of page intentionally left blank* \_\_\_\_\_

To indicate their agreement to the provisions contained in this Declaration of Restrictions, Grantor and Grantee have caused this instrument to be executed by their duly authorized representatives effective as of \_\_\_\_\_, 2016.

***Grantor:***

State of Hawaii

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT**

State of Hawaii                    )  
  ) ss.  
County of Honolulu            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the forgoing instrument and acknowledged that she/he executed the same as her/his free act and deed.

WITNESS, my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_



**Grantee:**

UNITED STATES OF AMERICA  
Acting by and through the Secretary of the Interior

By \_\_\_\_\_  
Laura E. Joss  
Regional Director, Pacific West Region  
National Park Service

Date \_\_\_\_\_

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California       )  
  ) ss.  
County of San Francisco   )

On \_\_\_\_\_ before me, \_\_\_\_\_,

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

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

WITNESS, my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public) SEAL:

**Exhibit 1**  
**Replacement Property**

**Property Description of Lot 12-A-3**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 3152 to Henry Cornwell and Royal Patent Grant 3343 to Claus Spreckels) situate, lying and being at Waikapu and Wailuku Commons, Wailuku, Island and County of Maui, State of Hawaii, being LOT 12-A-3, same being a portion of Lot 12-A of Maui Lani Subdivision, as shown on Subdivision Map File No. 3.2226, approved by County of Maui, on October 24, 2013 and thus bounded and described as per survey dated January 7, 2013:

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet south and 2,707.87 feet east and running by azimuths measured clockwise from true South:

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F.P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F.P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;  
  
Thence along the northwesterly side of Kuihelani Highway (F.A.S.P. No. S-0380(4)) (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
3. 34° 00' 53.15" 527.70 feet;
4. 122° 42' 46" 12.00 feet along same;  
  
Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
5. 31° 39' 26" 428.28 feet;  
  
Thence along the remainder of Lot 12-A of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
6. 121° 39' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
8. 116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
10. 150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 196° 55' 490.95 feet along same to the point of beginning and containing an area of 65.378 acres, more or less.

Said above described parcel of land having been acquired by ALEXANDER & BALDWIN, INC., a Hawaii corporation by the following Deeds:

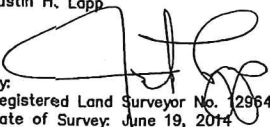
1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in Liber 865 Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in Liber 23006 at Page 583.

**SURVEYOR'S CERTIFICATION**

To State of Hawaii, Department of Land and Natural Resources  
and Title Guaranty of Hawaii, Inc.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 11(a) and 13 of Table A thereof. The field work was completed on January 13, 2014 and updated on June 19, 2014.

Justin H. Lapp

By:   
Registered Land Surveyor No. 12964  
Date of Survey: June 19, 2014

