

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

November 8, 2024

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

Oahu

Cancellation of Governor’s Executive Order No. 3889; Issuance of Quitclaim Deed to Department of Education; Honouliuli, Ewa, Oahu, Tax Map Key: (1) 9-1-013:003

APPLICANT:

Department of Education (“DOE”).

LEGAL REFERENCE:

Sections 171-11 and -95 Hawaii Revised Statutes (HRS), as amended; and Act 307, Session Laws of Hawaii 2022.

LOCATION:

Portion of Government lands situated at Honouliuli, Ewa, Oahu, Tax Map Key: (1) 9-1-013:003 as shown on the attached maps labeled as **Exhibit A**.

AREA:

14.458 acres, more or less.

ZONING:

State Land Use District: Urban  
City and County of Honolulu Land Use Ordinance: F-1

TRUST LAND STATUS:

Acquired after Statehood, i.e. non-ceded.  
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CURRENT USE STATUS:

Governor’s Executive Order No. 3889, setting aside 14.458 acres to the Department of Education for Educational Purposes (Barbers Point Elementary School).

CONSIDERATION:

Gratis

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules ("HAR") § 11-200.1-15 and -16 and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to General Exemption Type 1 that states, "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing", Part 1, item 37, that states "Transfer of title to land” The subject request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment and the requirements of § 11-200.1-17, HAR, as a de minimis action.

DCCA VERIFICATION:

Not applicable. Government agency.

APPLICANT REQUIREMENTS:

None. No subdivision is anticipated and map and legal description are currently available.

REMARKS:

The Department of Education (DOE) is working with the adjacent owner/developer for a road widening project in the vicinity of Barbers Point Elementary School. A portion of the proposed area is within the boundary of the school on the subject parcel, which is set aside to DOE under Governor’s Executive Order No. 3889.

Pursuant to Act 307, Session Laws of Hawaii 2022 (Act 307), fee simple title to the lands identified in the act, together with the existing improvements thereon used by DOE for public schools and offices that are currently held by the counties of Kauai and Maui, the State, and the Department of Land and Natural Resources shall be conveyed by the respective owners to DOE, as is, where is. Further, the act allows the transfer of such lands be completed by operation of law. Act 307 provides in relevant part as follows:

The respective owner or owners of the properties shall prepare, execute, and record, in the land court or bureau of conveyances, as appropriate, a quitclaim deed to convey each of the properties together with all existing improvements. Work to initiate the conveyance of the properties shall commence no later than December 31, 2022. As an alternative to conveyance instruments for each parcel of state or county owned land, the transfer of such lands shall be completed by operation of law.

A copy of Act 307 is attached as **Exhibit B**, and the subject school is shown as item (12) on page 7 of the act.

Staff believes that in most cases the transfer by operation of law provision of the Act should obviate the need for a formal land conveyance from the Board to DOE. In the case of Barbers Point Elementary School, however, the State acquired the land from the United States Secretary of Education in 2000 subject to various deed restrictions, including a condition that the State use the land solely and continuously for educational purposes and not sell or otherwise transfer any interest in the property except with the prior written authorization of the Secretary of Education.<sup>1</sup> A copy of Land Office Deed No. S 28,446, by which the State acquired the land, is attached as **Exhibit C**.

Furthermore, DOE intends to enter into an agreement with Hunt Communities Hawaii LLC (Hunt) to make roadway improvements to Copahee Avenue, a portion of which will encroach onto the school's land, which is registered with the Land Court. Upon completion, the roadway improvements would be dedicated to the City and County of Honolulu. Staff understands that DOE and/or Hunt is prepared to pay the Secretary of Education \$123,740 to waive the deed restrictions as to the roadway improvements located on school property. Dedication of the school portion of the roadway improvements to the City will likely require supermajority approval of the Legislature pursuant to Section 171-64.7, HRS.

In order to facilitate the above-described improvement project, DOE requests the title of the subject parcel be transferred from the Board to DOE. Based on the particular facts presented above, staff is recommending the approval of a quitclaim conveyance of the school property to DOE. Staff continues to believe that for most DOE projects, the transfer by operation of law language of Act 307 is sufficient to vest title in DOE.

Land Division does not have any further comment on the requested conveyance. For housekeeping purposes, cancellation of the subject executive order is appropriate.

There are no other pertinent issues or concerns.

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<sup>1</sup> The subject request to quitclaim the property to DOE does not violate the deed restriction because the State will remain the owner.

RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1-15 and -16, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a de minimis action.
2. Approve of and recommend to the Governor issuance of an executive order canceling Governor’s Executive Order No. 3889 and further subject to the following:
  - A. The standard terms and conditions of the most current executive order document form, as may be amended from time to time;
  - B. Disapproval by the Legislature by two-thirds of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;
  - C. Review and approval by the Department of the Attorney General; and
  - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
3. Authorize issuance of a quitclaim deed to the Department of Education covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
  - A. The standard terms and conditions of the most current quitclaim deed form, as may be amended from time to time;
  - B. Review and approval by the Department of the Attorney General; and
  - C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

*Barry Cheung*

\_\_\_\_\_  
Barry Cheung  
District Land Agent

APPROVED FOR SUBMITTAL:

*[Signature]*

\_\_\_\_\_  
Dawn N. S. Chang, Chairperson

*KEM RT [Signature]*



**TMK (1) 9-1-013:003**

**EXHIBIT A**



GOV. MSG. NO. 1436

EXECUTIVE CHAMBERS  
HONOLULU

DAVID Y. IGE  
GOVERNOR

July 12, 2022

The Honorable Ronald D. Kouchi,  
President  
and Members of the Senate  
Thirty-First State Legislature  
State Capitol, Room 409  
Honolulu, Hawai'i 96813

The Honorable Scott K. Saiki,  
Speaker and Members of the  
House of Representatives  
Thirty-First State Legislature  
State Capitol, Room 431  
Honolulu, Hawai'i 96813

Dear President Kouchi, Speaker Saiki, and Members of the Legislature:

This is to inform you that on July 12, 2022, the following bill was signed into law:

SB2186 SD2 HD1 CD1

RELATING TO PUBLIC SCHOOL LAND  
TRANSFER.  
**ACT 307**

Sincerely,

DAVID Y. IGE  
Governor, State of Hawai'i

**EXHIBIT B**

Approved by the Governor

JUL 12 2022

on \_\_\_\_\_

**ACT 307**

THE SENATE  
THIRTY-FIRST LEGISLATURE, 2022  
STATE OF HAWAII

**S.B. NO.**

2186  
S.D. 2  
H.D. 1  
C.D. 1

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# A BILL FOR AN ACT

RELATING TO PUBLIC SCHOOL LAND TRANSFER.

**BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:**

1           SECTION 1. The legislature finds that before statehood,  
2 each county within the territory of Hawaii governed its own  
3 respective public education system. Among other matters of  
4 statewide concern, Act 97, Session Laws of Hawaii 1965 (Act 97),  
5 vested in the State the responsibility for the planning,  
6 construction, improvement, and maintenance of public school  
7 grounds and facilities. Prior to Act 97, counties issued bonds  
8 to plan, construct, improve, and maintain public school  
9 facilities and grounds.

10           Act 154, Session Laws of Hawaii 2003, conveyed to the State  
11 the fee simple title to certain county of Hawaii lands used by  
12 the department of education. Act 206, Session Laws of Hawaii  
13 2017 (Act 206), directed to the department of land and natural  
14 resources the conveyance of the fee simple title to certain city  
15 and county of Honolulu lands used by the department of  
16 education. Act 272, Session Laws of Hawaii 2019, amended Act  
17 206 by designating the transferee as the department of education  
18 instead of the department of land and natural resources.



1 Act 210, Session Laws of Hawaii 2018, directed the conveyance to  
2 the department of education of the fee simple title to  
3 additional city and county of Honolulu lands used by the  
4 department of education.

5 The legislature further finds that the department of  
6 education has invested significant public funds on maintenance  
7 and capital improvement projects for new school facilities. The  
8 expenditure of these funds was done without regard to the  
9 underlying fee ownership of the real property. Act 155, Session  
10 Laws of Hawaii 2013 (Act 155), authorized the department of  
11 education to develop its assets to create twenty-first century  
12 schools. Act 155 also authorized the department of education to  
13 explore different mechanisms to redevelop its assets, including  
14 revenue generation to support investments in twenty-first  
15 century schools.

16 The legislature also finds that split ownership of the land  
17 under existing public schools creates problems for  
18 redevelopment, especially when private investment is involved.  
19 This has resulted in delays in the permitting and delivery of  
20 vital capital improvements throughout the public school system.





1           The legislature additionally finds that, to provide the  
2 department of education with flexibility to redevelop,  
3 reposition, and improve its assets in a timely and efficient  
4 manner, sole ownership of all land under existing public schools  
5 should be consolidated and held by the department of education.

6           Accordingly, the purpose of this Act is to:

7           (1) Convey to the department of education fee simple title  
8           to the lands used by the department of education for  
9           public schools and offices that are currently held by  
10          the counties of Kauai and Maui, the State, and the  
11          department of land and natural resources;

12          (2) Require legislative approval prior to the sale or gift  
13          of lands to which the department of education holds  
14          title; and

15          (3) Appropriate funds to effectuate the transfer of the  
16          properties identified herein and for the department of  
17          education to effectively manage the real property it  
18          holds.

19          SECTION 2. (a) Notwithstanding any other law to the  
20          contrary, the fee simple interest to the parcels of land set  
21          forth in this section, together with the existing improvements



1 thereon, but not including submerged land, accreted land, or any  
2 land makai of the legal shoreline (collectively, the  
3 properties), shall be conveyed by their respective owner or  
4 owners to the department of education as grantee, as is, where  
5 is. The department of education shall accept the properties in  
6 their existing condition. All claims and liabilities against  
7 the grantors, if any, that the department of education has, may  
8 have had, or may have in the future, regarding any injury, loss,  
9 cost, damage, or liability, including reasonable attorney's  
10 fees, concerning the physical, environmental, soil, economic,  
11 and legal conditions of the properties, shall be released,  
12 waived, and extinguished.

13 (b) The respective owner or owners of the properties shall  
14 prepare, execute, and record, in the land court or bureau of  
15 conveyances, as appropriate, a quitclaim deed to convey each of  
16 the properties together with all existing improvements. Work to  
17 initiate the conveyance of the properties shall commence no  
18 later than December 31, 2022. As an alternative to conveyance  
19 instruments for each parcel of state or county owned land, the  
20 transfer of such lands shall be completed by operation of law.  
21 Where applicable and in the discretion of the department of

1 education, the department of education may elect to obtain all  
2 or a portion of each parcel identified by this Act. If the  
3 department of education elects to obtain a portion or portions  
4 of any parcel identified by this Act, then the parties to the  
5 conveyance shall take all actions necessary to legally effect  
6 the same.

7 (c) As these are conveyances in which the county and the  
8 State and its agencies are the only parties, the tax imposed by  
9 section 247-1, Hawaii Revised Statutes, shall not apply.

10 (d) Effective on the date of transfer, every reference to  
11 the titleholder of the properties shall be construed as a  
12 reference to the department of education.

13 (e) Parcels to be conveyed by the county of Kauai,  
14 identified by tax map key number, are as follows:

- 15 (1) (4)2-1-001:009 (Eleele elementary school);
- 16 (2) (4)5-2-009:006 (Kilauea elementary school);
- 17 (3) (4)1-6-010:010 (Waimea high school);
- 18 (4) (4)1-6-009:023 (portion) (Waimea high school); and
- 19 (5) (4)3-6-002:010 (Wilcox elementary school).

20 (f) Parcels to be conveyed by the county of Maui,  
21 identified by tax map key number, are as follows:



- 1 (1) (4)4-8-005:001 (Anahola school);
- 2 (2) (2)3-8-007:004 (Baldwin high school);
- 3 (3) (2)3-8-007:080 (Baldwin high school);
- 4 (4) (2)3-8-007:047 (Baldwin high school);
- 5 (5) (2)2-7-008:097 (Haiku elementary school);
- 6 (6) (2)2-7-004:029 (Haiku elementary school);
- 7 (7) (2)2-7-004:004 (Haiku elementary school);
- 8 (8) (2)1-3-006:007 (Hana high school);
- 9 (9) (2)3-4-009:003 (Iao intermediate school);
- 10 (10) (2)3-8-007:041 (Kahului elementary school);
- 11 (11) (2)4-6-002:013 (Kamehameha III elementary school);
- 12 (12) (2)5-3-002:052 (Kaunakakai elementary school);
- 13 (13) (2)5-2-013:027 (Kualapuu elementary school - public
- 14 charter school);
- 15 (14) (2)2-2-014:002 (Kula elementary school);
- 16 (15) (2)3-8-030:009 (Lihikai elementary school);
- 17 (16) (2)2-3-009:035 (portion) (Pukalani elementary school);
- 18 (17) (2)3-8-006:008 (Puunene school);
- 19 (18) (1)3-2-006:028 (school food services);
- 20 (19) (2)3-4-007:049 (Wailuku elementary school); and
- 21 (20) (2)3-4-007:003 (Wailuku elementary school).



1 (g) Parcels to be conveyed by the department of land and  
2 natural resources or the State, as the case may be, identified  
3 by tax map key number, are as follows:

- 4 (1) (1)4-7-060:030 (Ahuimanu elementary school);
- 5 (2) (1)9-9-005:004 (Aiea elementary school);
- 6 (3) (1)9-9-005:001 (portion) (Aiea intermediate school);
- 7 (4) (1)2-7-036:007 (Ala Wai elementary school);
- 8 (5) (1)1-1-010:041 (Aliamanu elementary school);
- 9 (6) (1)3-3-003:019 (Aliiolani elementary school);
- 10 (7) (1)3-4-004:049 (portion) (Anuenue school);
- 11 (8) (1)3-4-004:049 (portion) (Anuenue school);
- 12 (9) (1)3-4-004:002 (Anuenue school);
- 13 (10) (1)9-4-059:072 (August Ahrens elementary school);
- 14 (11) (1)9-4-059:074 (August Ahrens elementary school);
- 15 (12) (1)9-1-013:003 (Barbers Point elementary school);
- 16 (13) (1)7-4-017:002; (1)7-4-022:050; and (1)7-4-002:049  
17 (central district office Wahiawa);
- 18 (14) (2)2-2-002:081 (Kihei high school);
- 19 (15) (1)2-1-009:001 (Keelikolani middle school);
- 20 (16) (1)2-1-005:002 (Keelikolani middle school);
- 21 (17) (3)2-5-008:013 (DeSilva elementary school);



- 1 (18) (4)2-1-001:006 (Eleele elementary school);
- 2 (19) (1)9-1-163:010 (Ewa elementary school);
- 3 (20) (1)9-1-069:027 (Ewa Makai middle school);
- 4 (21) (1)1-6-003:083 (Farrington high school);
- 5 (22) (1)1-6-003:047 (Farrington high school);
- 6 (23) (1)1-3-001:058 (Fern elementary school);
- 7 (24) (3)2-6-020:038 (Haaheo elementary school);
- 8 (25) (2)2-7-008:098 (Haiku elementary school);
- 9 (26) (3)2-9-002:005 (Hakalau school);
- 10 (27) (1)6-6-013:012 (Haleiwa elementary school);
- 11 (28) (2)1-3-006:008 (Hana high and elementary school);
- 12 (29) (4)5-5-006:038 (Hanalei elementary school);
- 13 (30) (4)5-5-006:018 (Hanalei elementary school);
- 14 (31) (1)5-4-008:026 (Hauula elementary school);
- 15 (32) (1)5-4-009:004 (Hauula elementary school);
- 16 (33) (1)3-1-023:054 (Hawaii school for the deaf and the
- 17 blind);
- 18 (34) (3)2-3-015:001 (Hilo high school);
- 19 (35) (3)2-3-015:026 (Hilo high school);
- 20 (36) (3)2-3-021:058 (Hilo intermediate school);
- 21 (37) (3)2-3-016:037 (Hilo union elementary school);



- 1 (38) (1)9-1-102:028 (Holomua elementary school);
- 2 (39) (3)7-6-004:002 (Holualoa elementary school);
- 3 (40) (3)8-3-013:021 (Honaunau elementary school);
- 4 (41) (3)4-5-005:001 (Honokaa elementary school);
- 5 (42) (3)4-5-005:002 (portion) (Honokaa elementary school);
- 6 (43) (3)4-5-010:076 (portion) (Honokaa elementary school);
- 7 (44) (3)4-5-010:076 (portion) (Honokaa high and
- 8 intermediate school);
- 9 (45) (3)4-5-012:021 (Honokaa high and intermediate school);
- 10 (46) (3)4-5-012:025 (Honokaa high and intermediate school);
- 11 (47) (3)4-5-003:020 (Honokaa high and intermediate school);
- 12 (48) (3)4-5-005:002 (Honokaa high and intermediate school);
- 13 (49) (1)9-1-017:160 (Honouliuli middle school);
- 14 (50) (1)9-4-053:117 (Honowai elementary school);
- 15 (51) (1)9-1-160:024 (Hookele elementary school);
- 16 (52) (1)9-1-158:062 (Hookele elementary school);
- 17 (53) (3)8-6-010:009 (portion) (Hookena elementary school);
- 18 (54) (2)3-4-009:004 (Iao intermediate school);
- 19 (55) (1)7-7-001:003 (Inouye elementary school);
- 20 (56) (1)3-4-007:009 (Jarrett middle school);
- 21 (57) (1)2-6-029:002 (Jefferson elementary school);



- 1 (58) (1)2-6-028:005 (Jefferson elementary school);
- 2 (59) (1)5-1-002:018 (Kaaawa elementary school);
- 3 (60) (1)2-4-012:001 (Kaahumanu elementary school);
- 4 (61) (1)4-2-090:074 (Kaelepulu elementary school);
- 5 (62) (3)7-5-020:077 (Kahakai elementary school);
- 6 (63) (3)7-5-020:079 (Kahakai elementary school);
- 7 (64) (1)5-6-006:024 (Kahuku elementary school);
- 8 (65) (1)5-6-006:003 (Kahuku high and intermediate school);
- 9 (66) (1)4-3-056:003 (Kailua elementary school);
- 10 (67) (1)4-2-003:022 (Kailua high school);
- 11 (68) (1)9-1-001:022 (Kaimiloa elementary school);
- 12 (69) (1)2-7-024:001 (Kaimuki high school);
- 13 (70) (1)2-7-024:003 (Kaimuki high school);
- 14 (71) (1)1-5-005:016 (Kaiulani elementary school);
- 15 (72) (4)2-3-002:005 (Kalaheo elementary school);
- 16 (73) (1)4-4-034:029 (Kalaheo high school);
- 17 (74) (1)4-4-034:028 (Kalaheo high school);
- 18 (75) (1)1-5-025:001 (Kalakaua middle school);
- 19 (76) (1)1-5-024:029 (Kalakaua middle school);
- 20 (77) (2)2-4-032:109 (Kalama intermediate school);
- 21 (78) (2)2-4-032:110 (Kalama intermediate school);





- 1 (79) (3)2-7-022:003 (Kalaniana'ole elementary and
- 2 intermediate);
- 3 (80) (3)2-7-022:002 (Kalaniana'ole elementary and
- 4 intermediate);
- 5 (81) (3)2-7-025:004 (Kalaniana'ole elementary and
- 6 intermediate);
- 7 (82) (1)9-4-107:098 (Kaleiopuu elementary school);
- 8 (83) (1)1-5-028:075 (Kalihi-Kai elementary school);
- 9 (84) (1)1-3-036:015 (Kalihi-Uka elementary school);
- 10 (85) (1)1-3-008:004 (Kalihi-Waena elementary school);
- 11 (86) (1)8-5-002:037 (Kamaile Academy - public charter
- 12 school);
- 13 (87) (4)3-3-003:042 (Kamakahelei middle school);
- 14 (88) (2)3-9-019:009 (Kamalii elementary school);
- 15 (89) (2)4-6-002:014 (Kamehameha III elementary school);
- 16 (90) (1)9-4-115:023 (Kanoelani elementary school);
- 17 (91) (4)4-6-014:031 (portion) (Kapaa elementary school);
- 18 (92) (4)4-6-014:031 (portion) (Kapaa high school);
- 19 (93) (4)4-3-003:020 (Kapaa middle school);
- 20 (94) (3)2-2-020:001 (Kapiolani elementary school);
- 21 (95) (1)9-1-016:040 (Kapolei elementary school);



- 1 (96) (1)9-1-016:074 (Kapolei high school);
- 2 (97) (1)9-1-016:082 (Kapolei middle school);
- 3 (98) (3)9-6-005:039 (Kau high and Pahala elementary
- 4 school);
- 5 (99) (3)9-6-005:008 (Kau high and Pahala elementary
- 6 school);
- 7 (100) (4)3-2-005:010 (Kauai high school);
- 8 (101) (4)3-3-003:009 (Kauai high school);
- 9 (102) (4)3-2-005:011 (Kauai high school);
- 10 (103) (4)3-3-003:015 (Kauai high school);
- 11 (104) (4)3-3-003:007 (Kauai high school);
- 12 (105) (1)1-7-023:041 (Kauluwela elementary school);
- 13 (106) (3)2-5-005:084 (Kaumana elementary school);
- 14 (107) (4)3-7-003:006 (Kaumualii elementary school);
- 15 (108) (1)2-2-009:013 (Kawananakoa middle school);
- 16 (109) (3)1-6-003:102 (Keaau elementary school);
- 17 (110) (3)1-6-003:110 (Keaau high school);
- 18 (111) (3)1-6-003:111 (Keaau high school);
- 19 (112) (3)1-6-003:112 (Keaau high school);
- 20 (113) (3)1-6-003:059 (Keaau middle school);
- 21 (114) (3)1-6-002:001 (Keaau middle school);



- 1 (115) (3)7-4-019:044 (portion) (Kealakehe elementary  
2 school);
- 3 (116) (3)7-4-021:004 (Kealakehe high school);
- 4 (117) (3)7-4-019:044 (portion) (Kealakehe intermediate  
5 school);
- 6 (118) (2)1-1-008:020 (Keanae elementary);
- 7 (119) (4)1-3-002:001 (Kekaha elementary school);
- 8 (120) (2)2-3-007:032 (Kekaulike high school);
- 9 (121) (3)1-5-009:059 (Keonepoko elementary school);
- 10 (122) (1)9-1-012:060 (Keoneula elementary school);
- 11 (123) (2)2-2-002:043 (portion) (Kihei elementary school);
- 12 (124) (4)5-2-009:048 (Kilauea elementary school);
- 13 (125) (2)5-6-002:008 (Kilohana elementary school);
- 14 (126) (1)9-5-021:001 (Kipapa elementary school);
- 15 (127) (3)5-5-008:024 (portion) (Kohala elementary school);
- 16 (128) (3)5-4-007:014 (portion) (Kohala elementary school);
- 17 (129) (3)5-4-007:008 (Kohala high school);
- 18 (130) (3)5-4-008:021 (Kohala high school);
- 19 (131) (3)5-5-008:024 (Kohala high school);
- 20 (132) (3)5-4-007:014 (portion) (Kohala high school);
- 21 (133) (3)5-3-010:056 (Kohala middle school);



- 1 (134) (4)2-8-010:011 (Koloa elementary school);
- 2 (135) (3)8-1-004:058 (Konawaena elementary school);
- 3 (136) (3)8-1-005:011 (Konawaena high school);
- 4 (137) (3)8-1-005:013 (Konawaena high school);
- 5 (138) (3)8-1-002:038 (portion) (Konawaena high school);
- 6 (139) (3)8-1-002:038 (portion) (Konawaena middle school);
- 7 (140) (1)2-7-017:029 (Kuhio elementary school);
- 8 (141) (1)2-7-027:022 (Kuhio elementary school);
- 9 (142) (2)4-6-018:013 (portion) (Lahaina intermediate
- 10 school);
- 11 (143) (2)4-5-034:035 (Lahaina intermediate school);
- 12 (144) (2)4-6-018:005 (Lahainaluna high school);
- 13 (145) (2)4-6-018:007 (Lahainaluna high school);
- 14 (146) (2)4-6-018:012 (Lahainaluna high school);
- 15 (147) (1)5-5-015:033 (Laie elementary school);
- 16 (148) (2)4-9-014:003 (Lanai high and elementary school);
- 17 (149) (2)4-9-014:004 (Lanai high and elementary school);
- 18 (150) (1)1-7-042:001 (Lanakila elementary school);
- 19 (151) (3)3-5-005:001 (Laupahoehoe community - public charter
- 20 school);



- 1 (152) (3)3-5-004:059 (Laupahoehoe community - public charter
- 2 school);
- 3 (153) (3)3-5-004:026 (Laupahoehoe community - public charter
- 4 school);
- 5 (154) (1)8-6-001:054 (Leihoku elementary school);
- 6 (155) (1)1-6-008:021 (Likelike elementary school);
- 7 (156) (1)1-6-008:023 (Likelike elementary school);
- 8 (157) (1)9-1-017:108 (department of education);
- 9 (158) (1)2-4-033:013 (Lincoln elementary school);
- 10 (159) (2)2-2-002:043 (portion) (Lokelani intermediate
- 11 school);
- 12 (160) (1)2-3-030:052 (Lunalilo elementary school);
- 13 (161) (1)1-8-005:008 (Maemae elementary school);
- 14 (162) (1)1-8-005:012 (Maemae elementary school);
- 15 (163) (1)9-2-009:082 (Makakilo elementary school);
- 16 (164) (1)9-9-075:028 (Makalapa elementary school);
- 17 (165) (2)2-4-005:010 (Makawao elementary school);
- 18 (166) (1)9-7-068:005 (Manana elementary school);
- 19 (167) (2)3-8-007:098 (Maui high school);
- 20 (168) (2)3-8-007:002 (Maui Waena intermediate school);
- 21 (169) (1)9-2-019:022 (Mauka Lani elementary school);



- 1 (170) (1)4-2-043:001 (Maunawili elementary school);
- 2 (171) (1)2-3-009:001 (McKinley high school);
- 3 (172) (reserved);
- 4 (173) (reserved);
- 5 (174) (1)9-5-001:054 (Mililani high school);
- 6 (175) (1)9-5-001:055 (Mililani high school);
- 7 (176) (1)9-5-002:046 (Mililani Ike elementary school);
- 8 (177) (1)9-5-049:006 (Mililani Mauka elementary school);
- 9 (178) (1)9-5-002:040 (Mililani middle school);
- 10 (179) (reserved);
- 11 (180) (1)9-4-005:047 (Mililani Uka elementary school);
- 12 (181) (1)9-5-001:039 (Mililani Waena elementary school);
- 13 (182) (1)1-1-063:011 (Moanalua high school);
- 14 (183) (2)5-2-015:001 (portion) (Molokai high school);
- 15 (184) (2)5-2-007:001 (Molokai high school);
- 16 (185) (2)5-2-015:001 (portion) (Molokai middle school);
- 17 (186) (1)9-7-025:004 (portion) (Momilani elementary school);
- 18 (187) (3)1-8-001:007 (Mountain View elementary school);
- 19 (188) (3)9-5-009:006 (Naalehu elementary school);
- 20 (189) (2)4-6-018:013 (portion) (Nahienaena elementary
- 21 school);



- 1 (190) (1)8-9-002:065 (Nanaikapono elementary school);
- 2 (191) (1)8-9-007:009 (portion) (Nanakuli elementary school);
- 3 (192) (1)8-9-007:009 (portion) (Nanakuli high and
- 4 intermediate school);
- 5 (193) (4)4-2-006:002 (portion) (Olomana school);
- 6 (194) (3)4-3-003:032 (Paauilo elementary and intermediate
- 7 school);
- 8 (195) (3)4-3-003:024 (Paauilo elementary and intermediate
- 9 school);
- 10 (196) (3)1-5-114:025 (Pahoa elementary school);
- 11 (197) (3)1-5-114:002 (Pahoa elementary school);
- 12 (198) (3)1-5-114:026 (Pahoa high and intermediate school);
- 13 (199) (3)1-5-003:038 (Pahoa high and intermediate school);
- 14 (200) (2)2-5-005:004 (Paia elementary school);
- 15 (201) (1)3-4-002:002 (Palolo elementary school);
- 16 (202) (1)4-5-017:001 (Parker elementary school);
- 17 (203) (1)9-7-025:004 (portion) (Pearl City high school);
- 18 (204) (reserved);
- 19 (205) (1)9-9-001:012 (Pearl Harbor Kai elementary school);
- 20 (206) (1)9-8-013:028 (Pearl Ridge elementary school);
- 21 (207) (2)3-8-007:156 (Pomaikai elementary school);



- 1 (208) (1)4-1-031:041 (Pope elementary school);
- 2 (209) (1)4-1-031:040 (Pope elementary school);
- 3 (210) (2)3-5-001:103 (Puu Kukui elementary school);
- 4 (211) (2)3-8-006:008 (Puunene school);
- 5 (212) (1)9-9-071:053 (Radford high school);
- 6 (213) (1)1-1-012:028 (Red Hill elementary school);
- 7 (214) (1)2-4-032:001 (Roosevelt high school);
- 8 (215) (1)2-1-020:001 (Royal elementary school);
- 9 (216) (1)1-1-063:013 (Salt Lake elementary school);
- 10 (217) (1)1-1-008:008 (Shafter elementary school);
- 11 (218) (1)2-4-033:013 (Stevenson middle school);
- 12 (219) (1)5-9-005:018 (Sunset Beach elementary school);
- 13 (220) (3)1-9-004:019 (Volcano school of arts and sciences);
- 14 (221) (1)7-6-001:003 (Wahiawa middle school);
- 15 (222) (1)7-6-001:004 (Wahiawa middle school);
- 16 (223) (1)4-8-009:010 (Waiahole elementary school);
- 17 (224) (3)2-4-001:015 (portion) (Waiakea elementary school);
- 18 (225) (3)2-4-001:015 (portion) (Waiakea high school);
- 19 (226) (3)2-4-001:015 (portion) (Waiakea intermediate
- 20 school);
- 21 (227) (3)2-2-042:017 (Waiakeawaena elementary school);



- 1 (228) (3)2-2-042:007 (Waiakeawaena elementary school);
- 2 (229) (1)6-7-002:009 (Waialua high and intermediate school);
- 3 (230) (1)6-7-002:030 (Waialua high and intermediate school);
- 4 (231) (1)6-7-002:029 (Waialua high and intermediate school);
- 5 (232) (1)8-5-009:018 (Waianae elementary school);
- 6 (233) (1)8-5-002:018 (Waianae high school);
- 7 (234) (1)8-5-028:042 (Waianae intermediate school);
- 8 (235) (1)9-8-050:071 (Waiiau elementary school);
- 9 (236) (2)3-2-007:021 (Waihee elementary school);
- 10 (237) (1)9-4-007:069 (Waikele elementary school);
- 11 (238) (1)9-4-007:068 (Waikele elementary school);
- 12 (239) (3)6-8-002:038 (Waikoloa school);
- 13 (240) (2)3-4-007:001 (Wailuku elementary school);
- 14 (241) (2)3-4-007:020 (Wailuku elementary school);
- 15 (242) (reserved);
- 16 (243) (1)4-1-009:012 (portion) (Waimanalo elementary and
- 17 intermediate school);
- 18 (244) (4)1-2-006:033 (Waimea Canyon school);
- 19 (245) (3)6-7-002:015 (portion) (Waimea elementary school);
- 20 (246) (4)1-6-010:004 (Waimea high school);



- 1 (247) (3)6-7-002:015 (portion) (Waimea middle school -
- 2 public charter school);
- 3 (248) (1)9-4-010:040 (Waipahu elementary school);
- 4 (249) (1)9-4-008-025 (Waipahu high school);
- 5 (250) (1)9-4-001:030 (Waipahu intermediate school);
- 6 (251) (1)9-9-005:001 (portion) (Webling elementary school);
- 7 (252) (1)7-7-001:002 (Wheeler elementary school);
- 8 (253) (1)7-7-001:002 (Wheeler middle school);
- 9 (254) (4)3-6-002:021 (Wilcox elementary school); and
- 10 (255) (4)3-6-002:022 (Wilcox elementary school).

11 SECTION 3. Legislative approval shall be obtained prior to  
12 the sale or gift of, or alienation of the fee simple title to,  
13 any land held by the department of education, including the  
14 properties upon transfer pursuant to this Act. Any sale or gift  
15 of, or alienation of the fee simple title to, any land held by  
16 the department of education, including the properties upon  
17 transfer pursuant to this Act, shall be void unless approved by  
18 the legislature.

19 SECTION 4. There is appropriated out of the general  
20 revenues of the State of Hawaii the sum of \$500,000 or so much



1 thereof as may be necessary for fiscal year 2022-2023 for the  
2 purposes of this Act.

3 The sum appropriated shall be expended by the department of  
4 education for the purposes of this Act

5 SECTION 5. This Act shall take effect on July 1, 2022.

S.B. NO. 2186  
S.D. 2  
H.D. 1  
C.D. 1

APPROVED this 12th day of July, 2022

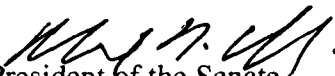
A handwritten signature in black ink, appearing to read "David I. Ige". The signature is written in a cursive style with a large, sweeping flourish under the name.

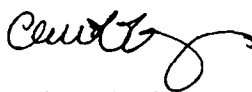
GOVERNOR OF THE STATE OF HAWAII

**THE SENATE OF THE STATE OF HAWAI'I**

Date: May 3, 2022  
Honolulu, Hawaii 96813

We hereby certify that the foregoing Bill this day passed Final Reading in the Senate of the Thirty-First Legislature of the State of Hawai'i, Regular Session of 2022.

  
President of the Senate

  
Clerk of the Senate

SB No. 2186, SD 2, HD 1, CD 1

THE HOUSE OF REPRESENTATIVES OF THE STATE OF HAWAII

Date: May 3, 2022  
Honolulu, Hawaii

We hereby certify that the above-referenced Bill on this day passed Final Reading in the House of Representatives of the Thirty-First Legislature of the State of Hawaii, Regular Session of 2022.



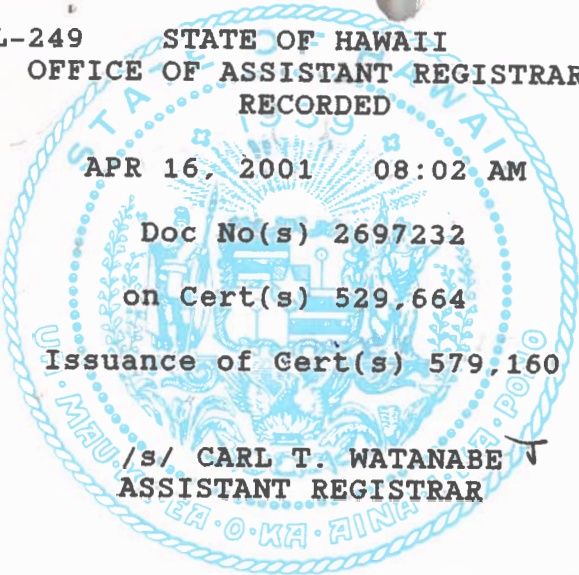
Scott K. Saiki  
Speaker  
House of Representatives



Brian L. Takeshita  
Chief Clerk  
House of Representatives

NC  
issue

L-249 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED



APR 16, 2001 08:02 AM

Doc No(s) 2697232

on Cert(s) 529,664

Issuance of Cert(s) 579,160

/s/ CARL T. WATANABE  
ASSISTANT REGISTRAR

After Recordation Return By: (Mail ( ) Pickup (X) To:

DEPT. OF LAND AND NATURAL RESOURCES  
LAND DIVISION

Number of Pages: 31

LOD No. S-28446

Tax Map Key (1)9-1-13:3

EXHIBIT C

## QUITCLAIM DEED

### PREAMBLE

This DEED is made this 7th day of July, 2000, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by David B. Hakola, Director, Real Property Group, Office of Management, ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), Public Law No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, Public Law No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the State of Hawaii acting by and through its Board of Land and Natural Resources ("GRANTEE").

### I. RECITALS

1. By letter dated January 18, 2000 from the Department of the Navy, certain Federal surplus real property located at Barbers Point, in the City and County of Honolulu, State of Hawaii, known as land underlying the Barbers Point Elementary School at the former Naval Station Air Station, Barbers Point, and consisting of approximately 14.436 acres of land, more or less, ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.



2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit allowance, and proposes to use the Property for certain educational purposes as detailed in its October 12, 1998 application as supplemented by letter dated January 18, 1999 ("Application").

3. The Department of the Navy has notified GRANTOR that no objection will be interposed to the transfer of the Property to GRANTEE at 100 per cent public benefit allowance, and GRANTOR has accepted the offer of GRANTEE.

## II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described on Exhibit "A" attached hereto and part hereof.

Reserving, except, to the UNITED STATES OF AMERICA, such access rights as may be necessary over the above property to evaluate, investigate or remediate contamination involving the above property or adjoining property.

5. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is" basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property, subject, however, to each of the following conditions subsequent, which are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used solely and continuously for the educational purposes set forth in accordance with the proposed program and plan of GRANTEE described in its Application, and for no other purposes. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and biennially (even years) thereafter for the period of thirty (30)

years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of the Property as required by condition subsequent number 1.

- (4) During the above period of thirty (30) years GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization, or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.
- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. § 1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of

race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent, terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the

Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

#### IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by

GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE'S Application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979) reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every

successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof.

In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statute or regulation.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR;  
and
- b. Payment to the UNITED STATES OF AMERICA of a sum of money equal to the fair market value of the property to be released from the conditions subsequent as of the effective date of the abrogation:



- (1) multiplied by the percentage public benefit allowance granted at the time of conveyance,
- (2) divided by 360, and
- (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 above without the prior written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4

of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the prior written consent of GRANTOR. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction or production of minerals including but not limited to oil, gas, coal, and sulphur on or under the described Property occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of eiusdem generis to apply. Nothing herein shall be construed as authorizing the

GRANTEE to engage in the extraction or production of minerals in, on or under the Property.

19. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry pursuant to Paragraph 8 above, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

20. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 6 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose

of repairing and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

21. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value plus reasonable attorney's fees and costs of the GRANTOR in securing the return of the Property.

22. Pursuant to CERCLA Section 120(h)(1)) through (3), the following notice of hazardous substances with respect to the Land is provided: GRANTOR has made a complete search of its files and records. No evidence of storage, release, or disposal of hazardous substances or petroleum, products or staining was found during records review, interviews with current employees, or site reconnaissance.

23. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with respect to any known hazardous substance activity on the subject Property, has been taken and no further remedial action is required at this time. However, any additional remedial action found to be necessary after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the UNITED STATES OF AMERICA. In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the United States Department of Education, or its successor in function, should be notified immediately and the UNITED STATES OF AMERICA shall be granted access to the Property for the purposes of evaluating, investigating and/or remediating such contamination. Additionally, expenditures for environmental restoration projects that are not considered imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination occurring prior to the date of conveyance and unless PRIOR concurrence is obtained from the United States Department of Education, or its successor in function, in writing.

24. In accordance with CERCLA Section 120(h)(3)(A)(iii), 42 U.S.C. 9620(h)(3)(A)(iii), GRANTOR expressly reserves a right of access to any and all portions of the Property when remedial or corrective action is found to be necessary after the date of

the conveyance of the Property. The right of access described herein shall include, without limitation, the right to conduct tests, investigations, and surveys, including, where necessary drilling, test pitting, boring and other similar activities. Such right shall also include the right to construct, operate, maintain or undertake any other response, remedial, corrective, or investigative action as required or necessary, including, but not limited to, installation or construction of monitoring wells, pumping wells and treatment facilities. GRANTEE agrees to cooperate with activities of the GRANTOR in furtherance of these covenants and will take no action to interfere with future necessary response, remedial, corrective and investigative actions of the GRANTOR. The GRANTOR shall give the GRANTEE reasonable notice prior to any entry made pursuant to this reservation. Any such entry, including for the purposes of conducting the aforementioned activities or any response, remedial, corrective or investigative actions, shall be coordinated with the GRANTEE and shall be performed in a manner which minimizes disruption or disturbance of the use and enjoyment of the Property.

25. GRANTEE, for itself and its assigns and successors, covenants and agrees that it will not extract groundwater from the Property for any purpose until regional groundwater monitoring activities are completed by the GRANTOR, unless GRANTEE notifies the GRANTOR before installing any well and performs sampling required under all applicable laws, regulations

and standards, including the Safe Drinking Water Act and the results show that chemical concentrations meet regulatory criteria.

26. The Property contains a drywell. GRANTEE, for itself and its successors and assigns, covenants and agrees to apply with the State of Hawaii, Department of Health ("State DOH"), within ninety (90) days of the conveyance of the Property to the GRANTEE, for an Underground Injection Control ("UIC") permit for the existing dry well located on the Property. After the conveyance of the Property, the GRANTOR shall no longer be the owner or actual operator of the drywells. In light of this, the GRANTOR reserves the right to terminate the GRANTOR's UIC permit with the State DOH if the GRANTEE does not submit an application to the State DOH within ninety (90) days. GRANTEE shall comply with all requirements of the UIC permits held by the GRANTOR until GRANTEE receives a new UIC permit in its own name. GRANTEE acknowledges that it has received from GRANTOR a copy of the UIC permit held by the GRANTOR. GRANTOR reserves a right of access to said dry well for monitoring and inspection purposes until such time as said UIC permit is transferred to the GRANTEE. In the event that any sediment is removed from said dry well, GRANTEE shall dispose of such sediment offsite in an appropriate facility in accordance with applicable laws and regulations. This provision shall run with the land.

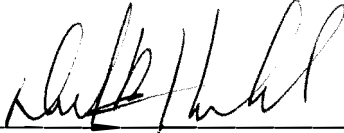
25. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding

upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as the date and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of Education  
GRANTOR:

By:   
\_\_\_\_\_  
David B. Hakola, Director  
Real Property Group  
Office of Management  
U.S. Department of Education  
Washington, D.C.

GRANTOR ACKNOWLEDGMENT

WASHINGTON )  
DISTRICT OF COLUMBIA)

On this 7th day of July, 2000, personally appeared before me, a Notary Public in and for the District of Columbia, David B. Hakola, Director, Real Property Group in the Office of Management, United States Department of Education, acting for the United States of America and the Secretary of Education, known to



me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at Washington, D.C., this 7th day of July, 2000.

Harry Goldman  
Harry Goldman, Notary Public

My Commission Expires: August 31, 2003

GRANTEE ACCEPTANCE

The GRANTEE hereby accepts this Quitclaim Deed and accepts and agrees to all the terms, covenants, conditions subsequent, and restrictions contained therein.

State of Hawaii  
GRANTEE:

By: James E. Kawalo for  
Chairperson, Board of Land and  
Natural Resources E7

APPROVED AS-TO FORM  
Arum Jayawong  
Deputy Attorney General, State of Hawaii

GRANTEE ACKNOWLEDGEMENT

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU)

On this \_\_\_\_ day of \_\_\_\_\_, 2000 personally appeared before me, a Notary Public in and for the State of Hawaii, \_\_\_\_\_, Chairperson, Board of Land and Natural Resources, State of Hawaii, to me known to be the same person whose name is subscribed to the foregoing instrument and

Exhibit "A"

That certain property consisting of the following, hereinafter referred to as the "Property":

1. Lot 13048, consisting of an area of 14.458 acres, more or less, as shown on Map 957, as set forth in Land Court Order No. 134783, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069, being a portion of the property covered by Transfer Certificate of Title No. 529664, issued to the GRANTOR, hereinafter referred to as the "Land", along with rights of ingress and egress as noted on said Land Court Order No. 134783.

2. Those certain facilities and rights consisting of:

a. All improvements located on the Land, except those improvements hereinafter specifically excluded.

b. Those certain water transmission facilities, as approximately shown on Exhibit "A-1", attached hereto and made a part hereof, and other water facilities that are utilized exclusively to provide water service to the Land, located within adjacent lots to the Land, identified as Lots 13049, 13076, and 13077, as shown on said Map 957; TOGETHER WITH rights in, over, under, and across said Lots 13049, 13076, and 13077 to operate, maintain, repair, replace, and remove said water transmission facilities.

c. Those certain wastewater transmission and control facilities, as approximately shown on Exhibit "A-2", attached hereto and made a part hereof, located within said Lot 13049, as shown on said Map 957; TOGETHER WITH rights in, over, under, and across said Lot 13049 to operate, maintain, repair, replace, and remove said wastewater transmission and control facilities.

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

a. Those certain water transmission facilities located within the Land and identified as "Retained", on said Exhibit "A-1", and other water and wastewater facilities located within the Land that are utilized to provide water and wastewater service for lots other than the Land; TOGETHER WITH perpetual easements and rights-of-way over, across, under, and through the Land for the operation, maintenance, repair, replacement, and removal of all water and wastewater facilities not conveyed hereunder (hereinafter referred to collectively as the "retained existing water and wastewater facilities"); and further reserving to the GRANTOR or any person or entity designated by GRANTOR, the right to survey the land areas beneath said retained existing water and wastewater facilities as may be considered by GRANTOR to be necessary for the provision of water

and wastewater service to occupants of the Land or other lots, provided that GRANTOR's right to survey said land areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court Map(s) over, across, under and through the Land for water and wastewater service purposes, upon notice to, but without any requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE; and GRANTOR further reserves the right to grant such easements, substantially in the form of Exhibits "A-3" and "A-4", attached hereto and made part hereof by reference, to any governmental agency, or to any public, quasi-public or private utility service company, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements or to otherwise effectuate the grant of said easements, the GRANTEE hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate said easements on any Land Court Map(s), (b) granting such easements, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the Property, GRANTEE and each person holding under or through GRANTEE agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time not to exceed forty-five (45) days, GRANTEE and such persons holding under or through GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

b. Those certain existing electrical transformers (excluding transformer pads and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and such other appliances and equipment located within the Land, providing service to the GRANTEE's operations on the Land, which extend from the boundaries of the Land up to the appropriate electrical metering point of each building located on the Land, as said "metering point" is defined in the Hawaiian Electric

Company, Inc. ("HECO") "Electric Service Installation Manual" effective on the date of this conveyance and regardless of whether or not those meters have actually been installed; TOGETHER WITH perpetual easements and rights-of-way over, across, under, and through the Land for the operation, maintenance, repair, replacement, and/or removal of said existing electric facilities located on the Land. GRANTOR reserves the right to unilaterally relinquish said perpetual easements.

c. Those certain electrical transformers (excluding transformer pads and fencing), poles, wire lines, guy wires, anchors and/or underground wire lines, ducts, manholes, and other appliances and equipment located within the Land that are utilized to provide electrical service for lots other than the Land, the locations of which are approximately shown on HECO Drawing No. C4635, dated July 7, 1999, entitled "Barbers Point NAS Electrical Easements, Quad 9, 46KV, 12KV & 4KV Lines", on file at HECO's office at 900 Richards Street, Honolulu, Hawaii 96813, and identified as "Easements for Existing Electrical Facilities", (hereinafter referred to collectively as "other existing electric utility facilities"); TOGETHER WITH perpetual easements and rights-of-way over, across, under, and through the Land, for the operation, maintenance, repair, replacement, and/or removal of said other existing electric utility facilities located on the Land; and GRANTOR further hereby reserves for itself or any person or entity designated by GRANTOR, including HECO, the right to survey the land areas beneath said other existing electric utility facilities as may be considered by GRANTOR to be necessary for the transmission and distribution of electricity for light, power and/or communications and control circuits for the use of occupants of the Land or other lots. GRANTOR's right to survey said land areas includes the right to create metes and bounds maps and/or descriptions of specifically delineated easement areas and the right to designate said easements on Land Court Map(s) over, across, under and through the Land for electric and communication purposes, upon notice to, but without requirement for joinder or consent of GRANTEE or any person holding under or through GRANTEE. GRANTOR further reserves the right to cancel the perpetual easements and rights-of-way reserved hereunder in this paragraph and to grant new specifically delineated easements to HECO or any other entity, upon notice to but without requirement for joinder or consent of GRANTEE. Notwithstanding the foregoing, if the Land Court or another court of competent jurisdiction requires a document to be executed by the GRANTEE in order for GRANTOR to file Land Court petitions to designate said easements, to file the Cancellation and Grant of Easement, or to otherwise effectuate the grant of said easements, the GRANTEE hereby appoints the GRANTOR as the GRANTEE's attorney-in-fact solely for the purpose of (a) filing all Land Court petitions necessary or appropriate to designate

said easements on any Land Court Map(s), (b) granting such easements, and (c) doing all other things necessary to effectuate such grants. This power-of-attorney is coupled with an interest and is irrevocable.

In addition, if the Land Court or another court of competent jurisdiction, notwithstanding the rights above, still requires GRANTEE to execute a document in order for GRANTOR to file Land Court petitions to designate easements, to file such grant of easements or to otherwise effectuate said grant, then by acquiring any interest in the Property, GRANTEE and each person holding under or through GRANTEE, agrees to cooperate, join in and/or consent to the GRANTOR's exercise of its rights hereunder if so requested by GRANTOR, which cooperation, joinder(s) or consent(s) shall not be unreasonably withheld, conditioned or delayed. Such persons further agree that if the requested cooperation, joinder or consent is not forthcoming within a reasonable period of time not to exceed forty-five (45) days, GRANTEE and such persons holding under or through GRANTEE shall be deemed to have irrevocably waived any right to consent to and/or join in the matter for which the consent or joinder was sought.

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

a. Easement "3697", affecting Lot 2488-A-2, as shown on Map 632 of Land Court Application No. 1069, and as set forth by Land Court Order No. 110870, filed March 9, 1993, designated for the purpose of a runway safety clear zone, and granted to the United States of America, acting through the Department of the Navy, as set forth in that certain Grant dated April 30, 1993, filed as Land Court Document No. 2020854, and noted on Certificate of Title No. 504038.

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

c. Easement "540", affecting Lot 1136-D-1 and Lot 1909, and Easement "541", affecting Lots 1136-D-1, 247, 1170, 1172, and Lot 1909, as shown on Map 185 of Land Court Application

1069, and as set forth by Land Court Order No. 27855, filed December 6, 1967, designated for the purpose of aircraft flight clearance purposes, and granted to the United States of America, as set forth in that certain Grant dated May 7, 1968, filed as Land Court Document No. 449065 and noted on Certificate of Title No. 85671.

d. Easement "2263", affecting Lots 1909-B and 3805-A, as shown on Map 487 of Land Court Application 1069, and as set forth by Land Court Order No. 95131, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685726 and noted on Certificate of Title No. 85671.

e. Easement "2277", affecting Lots 220-A, 221, and 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685727, and noted on Certificate of Title No. 15790.

f. Easement "2280", affecting Lot 298, as shown on Map 496, and Easement 2281, affecting Lots 178, 316, 317, 318, and 319, as shown on Map 496, of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685728, and noted on Certificate of Title No. 15790.

g. Easement "2279", affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685737, and noted on Certificate of Title No. 15790.

h. Easement "2262", affecting Lots 237-A and 2695, as shown on Map 486 of Land Court Application 1069, and as set forth by Land Court Order No. 95159, filed September 18, 1989, and granted to the United States of America, as set forth in that certain Grant dated June 8, 1989, filed as Land Court Document No. 1685738, and noted on Certificate of Title No. 15790.

i. Easement "2278", affecting Lot 298, as shown on Map 496 of Land Court Application 1069, and as set forth by Land Court Order No. 95854, filed November 14, 1989, and granted to the United States of America, as set forth in that certain Grant

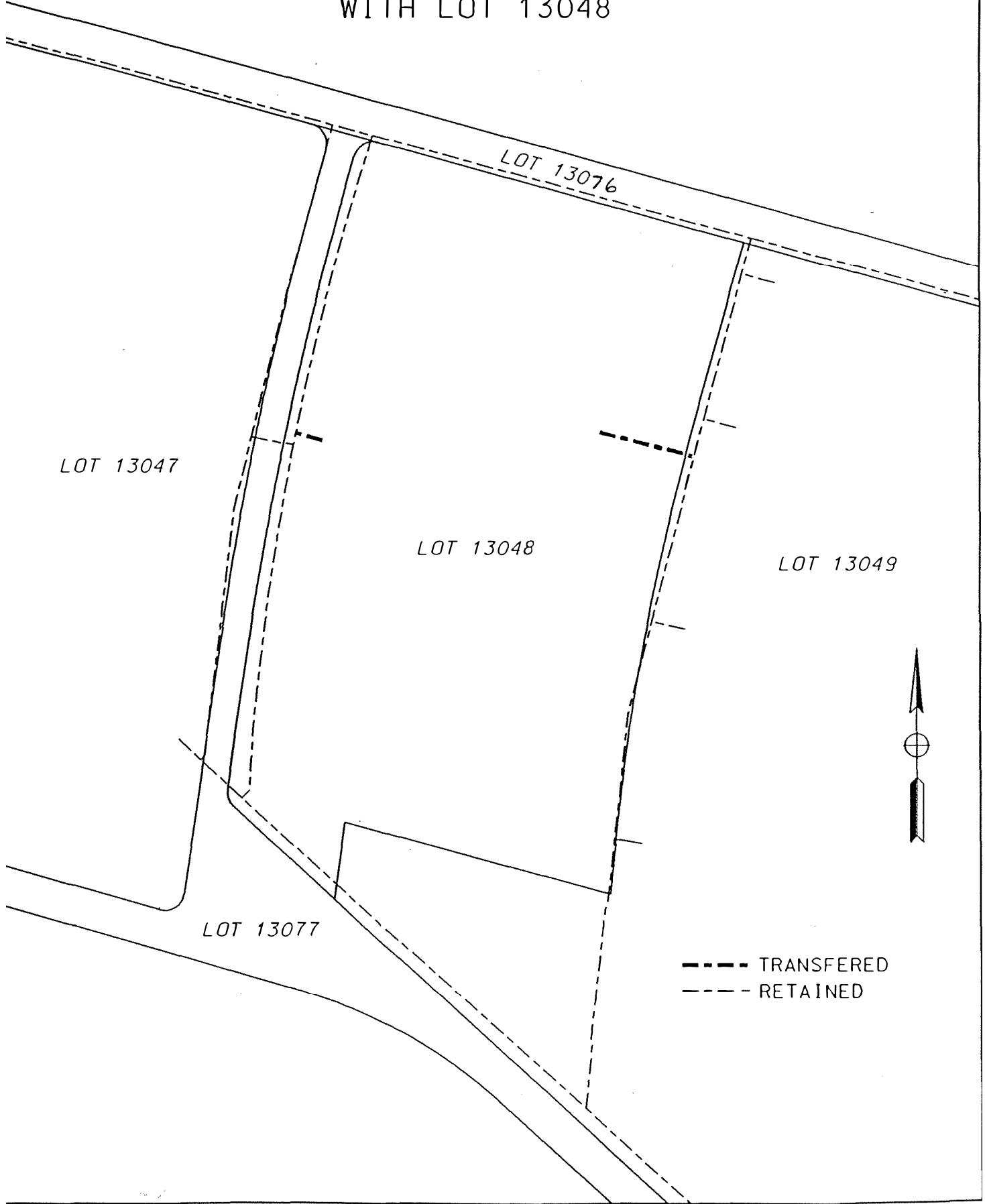
dated June 8, 1989, filed as Land Court Document No. 1685739, and noted on Certificate of Title No. 15790.

j. Perpetual flight clearance easement, in, over, and above Lot 204-A-2-A-2, as shown on Map 217 of Land Court Application 1069, as set forth by Land Court Order No. 35554, filed July 19, 1972, and Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393.

k. Right of access, including but not limited to, the right to transport, haul and tow aircraft over and along the existing road in Lot 208, as shown on Map 34 of Land Court Application 1069, as set forth by Land Court Order No. 5852, filed July 3, 1944, reserved to the United States of America in that certain Quitclaim Deed dated August 1, 1974, filed as Land Court Document No. 693093, and noted on Certificate of Title No. 170393, and the right to control public and private vehicular traffic on said road during these aircraft transport operations.

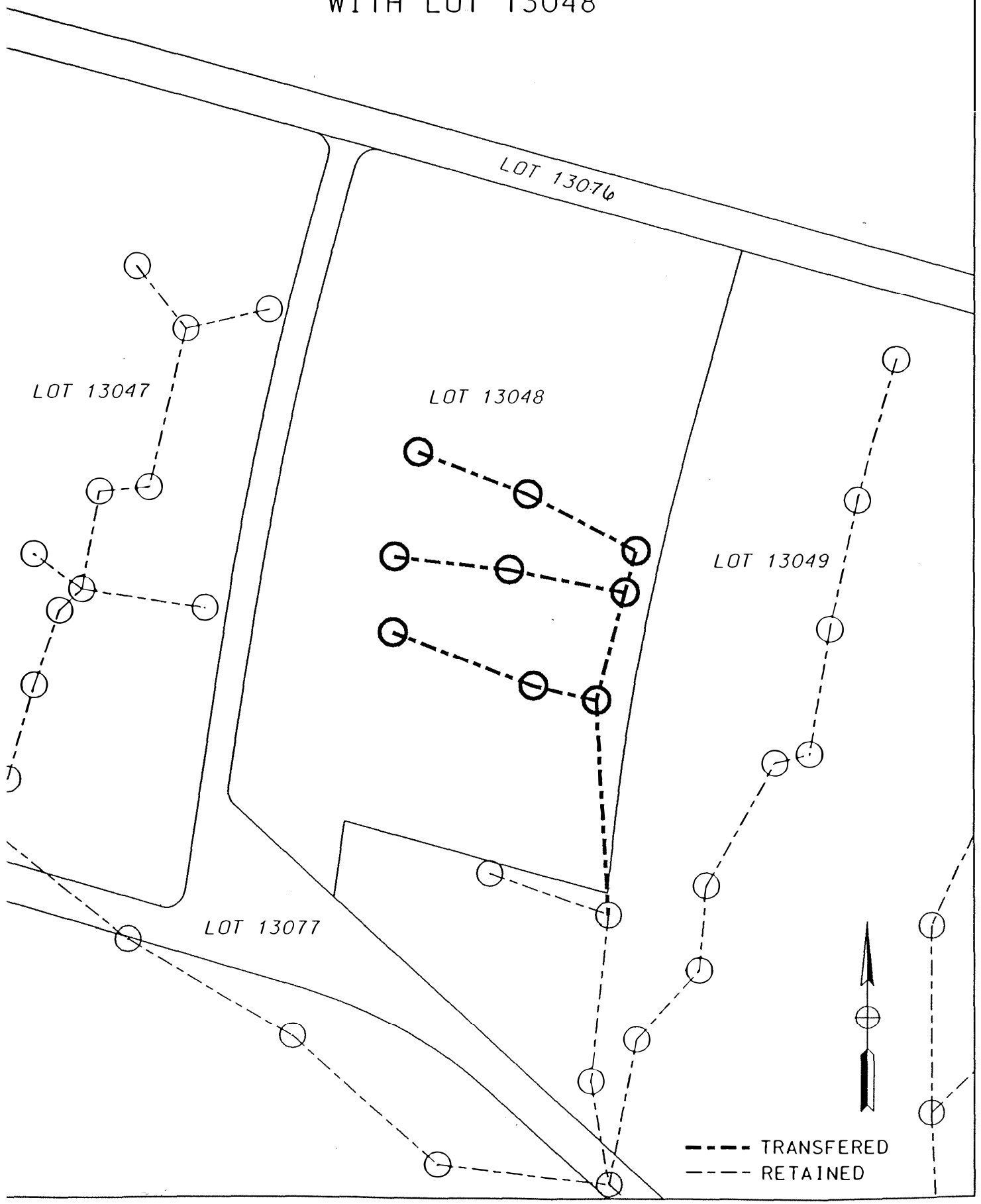
SUBJECT TO, Grant of Easement dated January 28, 1983 to the Hawaiian Electric Company, Inc. for utility poles, overhead electric power lines and appurtenant equipment within the Land, filed in the Office of the Land Court of the State of Hawaii with Land Court Application 1069; and filed as Land Court Document Nos. 1151996 and 1151997, and noted on Certificate of Title No. 36355.

WATERLINES TO BE TRANSFERED  
WITH LOT 13048





WASTEWATER LINES  
TO BE TRANSFERED  
WITH LOT 13048



**GRANT OF EASEMENT**

**THIS INDENTURE**, made the \_\_\_\_ day of \_\_\_\_\_, 2000, between the UNITED STATES OF AMERICA, herein called the "UNITED STATES", and \_\_\_\_\_, herein called the "GRANTEE."

**WITNESSETH that:**

**WHEREAS**, by Quitclaim Deed dated \_\_\_\_\_, filed with the Office of the Assistant Registrar of the Land Court as Document No. \_\_\_\_\_, and noted on Transfer Certificate(s) of Title No. \_\_\_\_\_ and \_\_\_\_\_, the UNITED STATES conveyed to the STATE OF HAWAII Lot 13065, as shown on Map 957 of Land Court Application 1069, situated at Honouliuli, Ewa, Oahu, Hawaii (the "Land") together with certain improvements and personal property as described in said Quitclaim Deed; and

**WHEREAS**, in said Quitclaim Deed, the UNITED STATES reserved unto itself ownership of certain water facilities located within the Land (the "water facilities") and the right to access and use the Land to operate, maintain, repair, replace and remove any and all such water facilities, and said Quitclaim Deed further reserved to the UNITED STATES the right to grant specifically delineated easements for said water facilities; and

**WHEREAS**, the UNITED STATES desires to grant such easements for portions of the water facilities at this time,

**NOW, THEREFORE**, the UNITED STATES, in consideration of One Dollar (\$1.00) paid by the GRANTEE to the UNITED STATES, the receipt of which is acknowledged, does hereby grant unto the GRANTEE a perpetual and non-exclusive easement in, over, under, and across the property described in Exhibit "A", attached hereto and made a part hereof (the "easement area"), for the operation, maintenance, repair, replacement, and/or removal of the water facilities;

TOGETHER WITH rights of ingress and egress to and from the easement area for all purposes in connection with the rights hereby granted.

EXHIBIT "A-3" ✓

*Encl (6)*

**TO HAVE AND TO HOLD** the easement rights unto the GRANTEE, its successors and assigns, in perpetuity.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the GRANTEE and UNITED STATES hereby covenant and agree as follows:

1. The GRANTEE shall operate, maintain, repair, replace, and remove the water facilities in the easement area in such a manner as will not unreasonably interfere with the use of the easement area by the UNITED STATES and the fee owner thereof; and that the water facilities shall be and remain the property of the GRANTEE.

2. All or any part of this easement may be terminated upon abandonment of the rights granted herein or upon nonuse of such rights for a period of two consecutive years, subject to Paragraph 3 herein.

3. Upon the termination of this easement, the GRANTEE shall remove any existing meters, fire hydrants and all other above ground structures and appurtenances that are part of the water facilities within the easement area; provided, however, that nothing herein contained shall require the GRANTEE to remove therefrom, upon such termination, any pipeline and underground structure or equipment located within the easement area.

4. That after any construction or any subsequent repair work has been completed by the GRANTEE, the surface of the ground and of any road, walk or curb disturbed by the work on the water facilities shall be restored by the GRANTEE to its condition existing prior to such construction.

5. The GRANTEE shall indemnify and save harmless the GRANTOR, its officers, agents, or servants against loss or damage to the property of the UNITED STATES or to the property of others situated within or outside of the easement area, and from liability for the injury or death of persons whenever such loss, damage, injury or death arises from the act or omission of the GRANTEE, its officers, agents, or servants in connection with the exercise of the rights and privileges granted herein.

6. The UNITED STATES shall not at any time during the term of this erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than roads, walks, curbs, or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless the plans shall be first approved by the GRANTEE and unless the same shall be so constructed as not to interfere with the GRANTEE's construction, maintenance, operation, repair and removal of the water facilities or access to the easement area.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the day and year first above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_

GRANTEE

By \_\_\_\_\_

**GRANT OF EASEMENT**

**THIS INDENTURE**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2000, between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, Pacific Division, Naval Facilities Engineering Command, 258 Makalapa Drive, Suite 100, Pearl Harbor, Hawaii 96860-3134, herein called the "UNITED STATES", and \_\_\_\_\_, herein called the "GRANTEE".

**WITNESSETH that:**

**WHEREAS**, by Quitclaim Deed dated \_\_\_\_\_, filed with the Office of the Assistant Registrar of the Land Court as Document No. \_\_\_\_\_, and noted on Transfer Certificate of Title No. \_\_\_\_\_, the UNITED STATES conveyed to the STATE OF HAWAII Lots 13062-B and 13063-D, as shown on Map 966 of Land Court Application 1069, situated at Honouliuli, Ewa, Oahu, Hawaii (the "Land") together with certain improvements and personal property as described in said Quitclaim Deed; and

**WHEREAS**, in said Quitclaim Deed, the UNITED STATES reserved unto itself ownership of certain wastewater facilities located within the Land (the "wastewater facilities") and the right to access and use the Land to operate, maintain, repair, replace and remove any and all such wastewater facilities, and said Quitclaim Deed further reserved to the UNITED STATES the right to grant specifically delineated easements for said wastewater facilities; and

**WHEREAS**, the UNITED STATES desires to grant such easements for portions of the wastewater facilities at this time,

**NOW, THEREFORE**, the UNITED STATES, in consideration of One Dollar (\$1.00) paid by the GRANTEE to the UNITED STATES, the receipt of which is acknowledged, does hereby grant unto the GRANTEE a perpetual and non-exclusive easement in, over, under and across the property described in Exhibit "A", attached hereto and made a part hereof (the "easement area"), for the operation, maintenance, repair, replacement, and/or removal of the wastewater facilities.

EXHIBIT "A-4" ✓

Encl (7)

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the UNITED STATES and GRANTEE hereby covenant and agree as follows:

1. The UNITED STATES shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than roads, walks, curbs, or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless the plans shall be first approved by the GRANTEE and unless the same shall be so constructed as not to interfere with the GRANTEE's construction, maintenance, operation, repair and removal of the wastewater facilities or access to the easement areas.

2. After the completion of any work by the GRANTEE, the GRANTEE shall restore the surface of the ground within the easement area to its original condition.

3. The wastewater facilities shall be and remain the property of the GRANTEE.

4. In the event the GRANTEE abandons the wastewater facilities in the easement area for a period of two (2) or more consecutive years, the rights herein granted may be terminated.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the day and year first above written.

UNITED STATES OF AMERICA

By \_\_\_\_\_

GRANTEE

By \_\_\_\_\_