

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

May 23, 2025

Chairperson and Members
Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Land Board Members:

SUBJECT:

- (1) APPROVAL OF PROPOSED DISPOSITIONS OF INTERESTS IN LAND ACQUIRED WITH A LEGACY LAND GRANT BY ALA KAHAKAI TRAIL ASSOCIATION AT WAIKAPUNA, KA'Ū DISTRICT, ISLAND OF HAWAI'I, TAX MAP KEY (3) 9-5-007:016, INCLUDING REVENUE SHARING PROVISIONS, TO:
- NCWPCS MPL 27-YEAR SITES TOWER HOLDINGS LLC
 - CROWN CASTLE GT COMPANY LLC
- (2) AUTHORIZATION FOR THE CHAIRPERSON TO DRAFT AND SIGN THE BOARD'S WRITTEN APPROVAL OF THE ABOVE DISPOSITIONS, INCLUDING RELATED REVENUE SHARING TERMS AND CONDITIONS.

SUMMARY

The Division recommends that the Board:

1. Approve two proposed dispositions of land interests on the Waikapuna property, acquired with Land Conservation Fund (LCF) support by Ala Kahakai Trail Association (ATA).
2. Require ATA to remit one-third of specific new revenues to the LCF, proportionate to the State's original grant contribution.

The subject dispositions are amendments to existing telecommunications agreements encumbering less than ¼ acres of the 2,200+ acre property. These amendments, which do not conflict with conservation restrictions or statutory requirements, are projected to enhance long-term revenue for ATA to support management of Waikapuna and two adjacent LCF-supported properties—Kaunāmano and Kiolaka'a.

BACKGROUND

ATA purchased the Waikapuna property in December 2019 for \$6 million—\$2 million from the LCF and \$4 million from the County of Hawai'i's preservation fund, which secured a conservation easement. Two telecommunication sites existed before the acquisition:

- **Site 846144:** 2,500 sq ft, under an unrecorded utility easement.
- **Site 815470:** 600 sq ft, under a recorded ground lease.

According to HRS § 173A-10, a portion of any income from LCF-supported land must be returned to the State proportionally. Legacy Land staff reviewed the agreements and, anticipating future amendments, included a restriction in ATA's deed to require prior Board approval for any substantive changes.

ATA formally requested such approval in August 2024 (Exhibit A) and submitted supporting documentation, including proposed amendments (Exhibit B), site documentation (Exhibit C), and a resolution to use Ka'ū rents exclusively for stewardship (Exhibit D).

TELECOMMUNICATION AGREEMENT AMENDMENTS

SITE	TERM	RENT	OTHER TERMS
846144	Extend to 2054	3% annual increase	Adds new \$3,600 annual subtenant fee and \$12,000 signing bonus
815470	Extend to 2055	3% annual increase	\$5,000 signing bonus

The proposed changes will introduce a new revenue stream (subtenant fee) and signing bonuses while aligning rent escalation terms with industry norms.

DISCUSSION

The Division finds the amendments:

1. **Term Extensions:** Consistent with industry standards and beneficial for long-term revenue.
2. **Rent Adjustments:** Proposed 3% increases are functionally equivalent to current CPI-based adjustments.
3. **Revenue Sharing:** There are no changes for existing shared revenue, but the new subtenant fee from Site 846144 constitutes a new, substantive income stream. ATA must share one-third of this revenue with the LCF.
4. **Signing Bonuses:** One-time payments totaling \$17,000 compensate ATA for transaction costs without altering ongoing revenue structures.

BOARD APPROVAL CONSIDERATIONS

Pursuant to HRS § 173A-9 and HAR § 13-140-34, the Board may approve dispositions if they:

- Preserve resource values and comply with the LLCP Grant and management goals.
- Align with the grant purposes and long-term management plans.
- Ensure tenant capability and appropriate revenue recovery for the State.
- Serve the best interests of the State, including:
 - Urgency to prevent service disruption.
 - Evidence of responsible planning and community engagement.
 - Strong links to regional protection and long-term sustainability.

Waikapuna remains subject to LLCP restrictions and a County-held conservation easement, ensuring continued resource protection regardless of these amendments.

ENVIRONMENTAL REVIEW

The proposed actions do not trigger Chapter 343 HRS environmental review requirements.

RECOMMENDATIONS

That the Board:

1. **Approve the following two dispositions** (Exhibit B):
 - Third Amendment to Public Easement Utility Agreement with NCWPCS MPL 27-Year Sites Tower Holdings LLC.
 - First Amendment to Ground Lease Agreement with Crown Castle GT Company LLC.
2. **Require ATA to:**
 - Share one-third of FW Subtenant Fee revenue (as defined in Exhibit B1, paragraph 5) with the LCF, payable annually.
 - Submit, within 30 days of execution:
 - Final copies of both amended agreements.
 - Written notice to tenants summarizing LLCP objectives and conservation requirements.
3. **Authorize the Chairperson** to draft and sign written approvals on behalf of the Board for the above actions.

[CONTINUED ON PAGE 4]

Respectfully submitted,



DAVID G. SMITH, Administrator

APPROVED FOR SUBMITTAL:



DAWN N.S. CHANG, Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

- Exhibit A: Request from Ala Kahakai Trail Association to approve proposed amendments to existing agreements with its telecommunication tower site tenants
- Exhibit B: Proposed amendments to existing agreements between Ala Kahakai Trail Association and its telecommunication tower site tenants
- Exhibit C: Maps and photos of telecommunication tower sites
- Exhibit D: Ala Kahakai Trail Association, Board Resolution

EXHIBIT A

Exhibit A
Request from
Ala Kahakai Trail Association



Ala Kahakai Trail Association

P.O Box 2338

Kamuela, HI 96743

August 16, 2024

David Penn
Legacy Land Conservation Program
Division of Forestry and Wildlife
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813
Via email: david.penn@hawaii.gov

**RE: LLCP 2017-01, Waikapuna
Request for DLNR consent to amend existing agreements with
telecommunications tower tenant, Crown Castle**

Dear David:

The Ala Kahakai Trail Association (ATA) entered into a State of Hawaii, Legacy Land Conservation Program Grant Agreement with the Board of Land and Natural Resources (BLNR) on May 10, 2018 as amended on November 21, 2019 (Contract No. 66886). According to the Grant Agreement, Scope of Performance Attachment 1 and the Warranty Deed dated December 16, 2019, DLNR approval is required for ATA to enter into an *"amendment, extension, reissuance, or renewal of a pre-existing license agreement that encumbers the Property, under terms and conditions that differ, substantively, from the terms and conditions of the existing license agreement."*

In order to comply with these requirements, ATA is requesting approval from DLNR to amend existing lease and easement agreements for two existing Crown Castle telecommunications towers on the LLCP 2017-01 Waikapuna property. Please see summary below.

1 – Crown Castle Site 846144, Proposed Third Amendment to Public Utility Easement Agreement

Crown Castle and ATA are requesting DLNR approval to amend the existing Public Utility Easement Agreement dated March 1, 1999 which was amended by that

Our mission is to support and guide a community-managed trail that honors those who came before and perpetuates for those to follow – with protocols and respect for Hawai'i's past, present and future.

certain Amendment of Public Utility Easement Agreement dated August 7, 2003 and by that certain Second Amendment to Public Utility Easement Agreement dated February 28, 2011.

- A) Since the Lease Term is due to expire on May 30, 2029, the proposed amendment will extend the term by adding five (5) additional 5-year renewal terms.
- B) To simplify accounting, the annual rent escalation rate will switch to a flat 3% rather than calculating the Consumer Price Index (CPI-U) each year.
- C) ATA will consent to the sublease to Federated Wireless (FW) and receive a revenue share of \$300 per month. Antenna and radio equipment will be added to the existing tower and within the existing leased Premises.
- D) ATA will receive a one-time signing bonus in the amount of \$12,000 to defray legal review costs to process this amendment request.
- E) The Base Rent will not change. There will be no expansion of the Premises.

2 – Crown Castle Site 815470, Proposed First Amendment to Ground Lease Agreement

Crown Castle and ATA are requesting DLNR approval to amend the Ground Lease Agreement dated March 31, 2010.

- A) Since the Lease Term is due to expire on March 30, 2030, the proposed amendment will extend the term by adding five (5) additional 5-year renewal terms.
- B) To simplify accounting, the rent escalation rate will switch to 3% per year rather than calculating the Consumer Price Index (CPI-U) for each five-year term.
- C) ATA will receive a one-time signing bonus in the amount of \$5,000 to defray legal review costs to process this amendment request.
- D) The Base Rent will not change. There will be no expansion of the Premises.

The proposed amendments will not impact the Waikapuna Resource Values conserved through the existing Grant Agreement. Crown Castle is not proposing

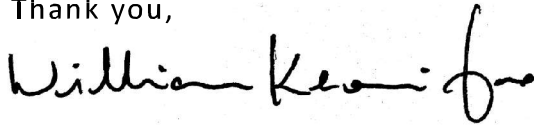
Our mission is to support and guide a community-managed trail that honors those who came before and perpetuates for those to follow – with protocols and respect for Hawai'i's past, present and future.

to add new structures, change the use or alter the facilities. In addition, the terms and conditions of the proposed amendments do not differ “substantively” from the terms and conditions of the existing agreements. There will not be any new encumbrances, transfer of rights, base rent increases or expansion beyond the existing Premises.

ATA is an all volunteer board. We protect cultural and natural resources on approximately 7500 acres of land on Hawaii Island, most of which is preserved through fee simple ownership. Monies from our existing license agreements are crucial for supporting stewardship activities, managing fiscal responsibilities and maintaining operational capacity. These include field office rents, vehicular maintenance fees, property taxes and general liability insurance.

We appreciate your consideration.

Thank you,

A handwritten signature in black ink, appearing to read "William Keoni Fox". The signature is fluid and cursive, with the first name "William" being the most prominent.

Keoni Fox

Ala Kahakai Trail Association

fox@alakahakaitrail.org

Our mission is to support and guide a community-managed trail that honors those who came before and perpetuates for those to follow – with protocols and respect for Hawai'i's past, present and future.

ATTACHED A-1

Exhibit B
Proposed amendments to
existing agreements

**THIRD AMENDMENT TO
PUBLIC UTILITY EASEMENT AGREEMENT**

THIS THIRD AMENDMENT TO PUBLIC UTILITY EASEMENT AGREEMENT (the “Third Amendment”) is made effective this ____ day of _____, 2024 (“Effective Date”), by and between ALA KAHAKAI TRAIL ASSOCIATION, a Hawaii nonprofit corporation (hereinafter referred to as “Grantor”) and NCWPCS MPL 27 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Ka’u Agribusiness Co., Inc. (“Original Grantor”) and USCOC of Hawaii 3 Inc. (“Original Grantee”) entered into a Public Utility Easement Agreement dated March 1, 1999, (the “Original Easement Agreement”) whereby Original Grantee leased certain real property, together with access and utility easements, located in Hawaii County, Hawaii from Original Grantor (the “Premises”), all located within certain real property owned by Original Grantor (“Grantor’s Property”); and

WHEREAS, the Original Easement Agreement was amended by that certain Amendment of Public Utility Easement Agreement dated August 7, 2003 (“First Amendment”), and by that certain Second Amendment to Public Utility Easement Agreement dated February 28, 2011 (“Second Amendment”) (hereinafter the Original Easement Agreement and all subsequent amendments are collectively referred to as the “Easement Agreement”); and

WHEREAS, Ala Kahakai Trail Association is currently the Grantor under the Easement Agreement as the current owner of Grantor’s Property, as more fully set forth in the Warranty Deed recorded in the Bureau of Conveyances, Hawaii County, Hawaii (“Official Records”) on December 16, 2019 at Document No. A-72890591; and

WHEREAS, NCWPCS MPL 27 - Year Sites Tower Holdings LLC is currently the Grantee under the Easement Agreement as successor in interest to the Original Grantee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Easement Agreement had an initial term that commenced on June 1, 1999. The Second Amendment extended the initial term such that it expired on May 30, 2014 (the “Extended Initial Term”). The Second Amendment further provides for three (3) extensions of five (5) years each beyond the Extended Initial Term (each extension is referred to as an “Extension Term”). According to the Agreement, the final Extension Term expires on May 30, 2029; and

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement Agreement.

2. Term. Section 2 of the Second Amendment is hereby deleted in its entirety. Section 3(b) of the Original Easement Agreement is hereby deleted in its entirety and the following inserted in its place:

At the conclusion of the Initial Term (May 30, 2009), Grantee shall be entitled to nine (9) extensions of five (5) years each, with the final lease extension expiring on May 30, 2054 (each extension is referred to as an "Extended Term"). The Initial Term and any Extended Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Extended Term unless Grantee notifies Grantor of its intention not to renew at least one hundred eighty (180) days prior to the expiration of the then current five year term, unless within sixty (60) days of Grantee's notice of its intent to renew Grantor declines such renewal. Grantor agrees not to unreasonably decline the renewal, provided that all the terms of the Easement Agreement, as amended by this Amendment, are met and that Grantee is not in default of any provision thereof. If Grantor fails to decline the written notice of renewal within such sixty (60) day period, Grantee's notice of its intent to renew shall be automatically granted.

Grantor and Grantee hereby acknowledge that Grantee has exercised four (4) Extended Terms, leaving a balance of five (5) Extended Terms.

3. Rent. Commencing on May 1, 2025 and every year thereafter (each an "Adjustment Date"), the Base Rent shall increase by an amount equal to three percent (3%) of the Base Rent in effect for the year immediately preceding the Adjustment Date. Such Base Rent escalations shall replace any Base Rent escalations currently in the Easement Agreement, including section 4(c) of the Original Easement Agreement.

4. Consent to Sublease. In accordance with Section 17 of the Original Easement Agreement, Grantor hereby consents to the sublease of a portion of the Premises to Federated Wireless or an affiliate or subsidiary (the "FW Subtenant") for purposes of installation, maintenance and replacement of equipment, antennas, cables, fiber, and related accessories on the Premises for the operation of a wireless communications facility thereon. As used herein, the term "sublease" includes any arrangement by which a third party can collocate its equipment at the Premises, whether it is by sublease, license, easement or any other agreement or arrangement.

5. FW Subtenant Fee. In addition to the Base Rent currently paid by Grantee to Grantor pursuant to the Easement Agreement, Grantee shall pay to Grantor a monthly fee for the FW Subtenant equal to Three Hundred and 00/100 Dollars (\$300.00) per month ("FW Subtenant Fee"). The first (1st) payment of the FW Subtenant Fee shall be due on the first (1st) day of the month following the commencement of installation of improvements in the Premises for the FW

Subtenant. The FW Subtenant Fee shall increase at the same time and in the same manner as Base Rent escalations. If the sublease with the FW Subtenant expires or terminates for any reason other than a default by Grantee, Grantee shall no longer be obligated to pay a FW Subtenant Fee for the FW Subtenant.

6. Survey. Grantee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Grantee shall be permitted to attach the Survey as an exhibit to this Third Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment.

7. Conditional Signing Bonus. Grantee will pay to Grantor a one-time amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) for the full execution of this Third Amendment, payable within sixty (60) days of the full execution of this Third Amendment ("Conditional Signing Bonus"). In the event that this Third Amendment (and any applicable memorandum of Easement Agreement and/or amendment) is not fully executed by both Grantor and Grantee for any reason, Grantee shall have no obligation to pay the Conditional Signing Bonus to Grantor.

8. Representations, Warranties and Covenants of Grantor. Grantor represents, warrants and covenants to Grantee as follows:

a) Grantor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Grantor's obligations under the Easement Agreement as amended hereby.

b) Grantee is not currently in default under the Easement Agreement, and to Grantor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Grantee under the Easement Agreement.

c) Grantor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Easement Agreement as amended hereby, and ensure Grantee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Easement Agreement as amended hereby.

d) Grantor acknowledges that the Premises, as defined, shall include any portion of Grantor's Property on which communications facilities or other Grantee improvements exist on the date of this Third Amendment.

9. Notices. Grantee's notice address as stated in Section 5 of the Second Amendment is amended as follows:

If to Grantee:

NCWPCS MPL 27 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Grantor agrees to provide Grantee with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Grantee. In the event the Grantor's Property is transferred, the succeeding Grantor shall have a duty at the time of such transfer to provide Grantee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the Base Rent to the new Grantor. Grantor's failure to provide the IRS Form W-9 within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Base Rent payments.

11. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

12. Remainder of Easement Agreement Unaffected. In all other respects, the remainder of the Easement Agreement shall remain in full force and effect. Any portion of the Easement Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

13. Recordation. Grantee, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto. Upon termination of the Easement Agreement and if requested in writing by Grantor, Grantor and Grantee agree to execute a Memorandum of Termination that Grantor may record, at Grantor's sole cost and expense, with the appropriate recording officer to confirm the termination or expiration of the easement, to terminate the recorded memorandum, and to remove the encumbrance.

[Signature pages follow]

Grantor and Grantee have caused this Third Amendment to be duly executed on the day and year first written above.

GRANTOR:

ALA KAHAKAI TRAIL ASSOCIATION, a
Hawaii nonprofit corporation

By: _____

Print Name: _____

Title: _____

[Grantee Execution Page Follows]

This Third Amendment is executed by Grantee as of the date first written above.

GRANTEE:

NCWPCS MPL 27 - YEAR SITES TOWER
HOLDINGS LLC, a Delaware limited
liability company

By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT B2
SITE 815470

**FIRST AMENDMENT TO
GROUND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (the "First Amendment") is made effective this ____ day of _____, 2024 ("Effective Date"), by and between ALA KAHAKAI TRAIL ASSOCIATION, a Hawai'i non-profit corporation (hereinafter referred to as "Lessor") and CROWN CASTLE GT COMPANY, LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, WWK Hawaii-Waikapuna, LLC, a Delaware limited liability company ("Original Lessor") and Lessee entered into a Ground Lease Agreement dated March 31, 2010, a memorandum of which was recorded in the State of Hawaii Bureau of Conveyances ("Official Records") on November 20, 2013 at Document No. A50721157 (the "Agreement") whereby Lessee leased certain real property, together with access and utility easements, located in Hawai'i County, Hawai'i from Original Lessor (the "Leased Premises"), all located within certain real property owned by Original Lessor ("Lessor's Property"); and

WHEREAS, Ala Kahakai Trail Association is currently the Lessor under the Agreement as the current owner of Lessor's Property, as more fully set forth in the Warranty Deed recorded on December 16, 2019 at Document No. A-72890591 in the Official Records; and

WHEREAS, the Leased Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on March 31, 2010 and expired on March 30, 2015. The Agreement provides for three (3) extensions of five (5) years each, two (2) of which were exercised by Lessee. According to the Agreement, the final extension expires on March 30, 2030; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Lease Term. Section 3 of the Agreement is being amended by deleting the following:

The term of this Agreement shall automatically be extended for three (3) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set

forth herein.

and adding the following:

The term of this Agreement shall automatically be extended for eight (8) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

The remainder of Section 3 of the Agreement remains unchanged by this First Amendment. Lessor and Lessee hereby acknowledge that Lessee has exercised two (2) Renewal Terms, leaving a balance of six (6) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on March 30, 2055.

3. Rent Adjustment. Commencing on March 31, 2026 and every year thereafter (each an "Adjustment Date"), the monthly Rent shall increase by an amount equal to three percent (3%) of the monthly Rent in effect for the month immediately preceding the Adjustment Date. Effective March 31, 2026, such Rent escalations shall replace any Rent escalations currently in the Agreement, including the Rent escalation set forth in Section 1 of the Agreement.

4. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Leased Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

5. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment ("Conditional Signing Bonus"). In the event that this First Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

6. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

d) Lessor acknowledges that the Leased Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

10. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Lessee without Lessor's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this First Amendment. Upon termination of the Agreement and if requested by Lessor, Lessor and Lessee agree to execute a Memorandum of Termination that Lessor may record, at Lessor's sole cost and expense, with the appropriate recording officer to confirm the termination or expiration of the Agreement, to terminate the recorded memorandum, and to remove the encumbrance.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:

ALA KAHAKAI TRAIL ASSOCIATION, a
Hawai'i non-profit corporation

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:
CROWN CASTLE GT COMPANY, LLC, a
Delaware limited liability company

By: _____

Print Name: _____

Title: _____

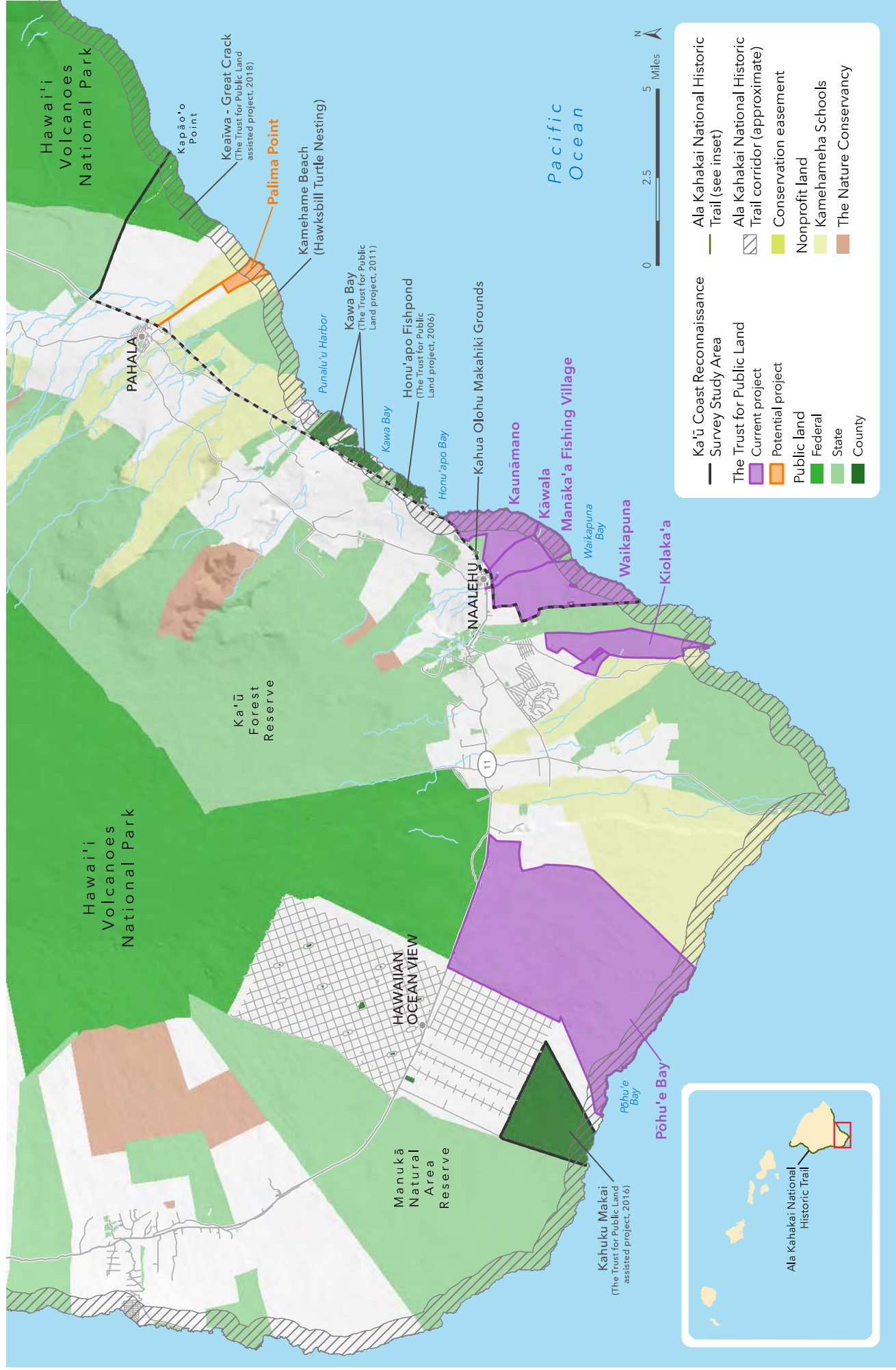
EXHIBIT A-1

Exhibit C
Maps and photos of
telecommunication tower sites

Waikapuna General Location Map

Waikapuna, Kāhilipalinui and Kāhilipaliʻiki Ahupuaʻa, Kaʻū, Hawaiʻi Island



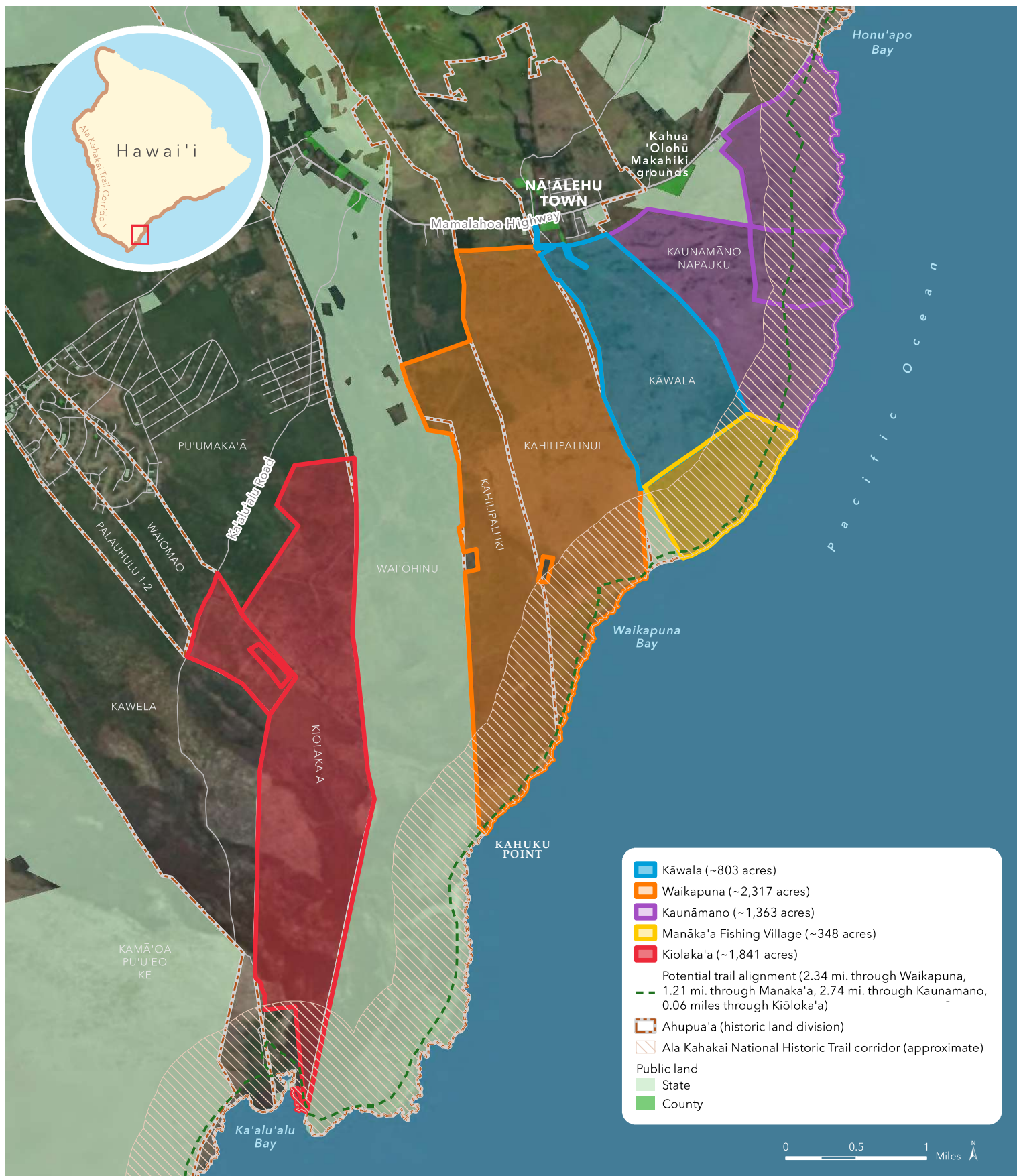


Ka'ū Coastline

KA'Ū COSTLINE, ISLAND OF HAWAII

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Protecting Ka'ū's Coast

WAIKAPUNA, KĀWALA, KAUNĀMANO, MANĀKA'A FISHING VILLAGE, AND KIOLAKA'A, HAWAII ISLAND

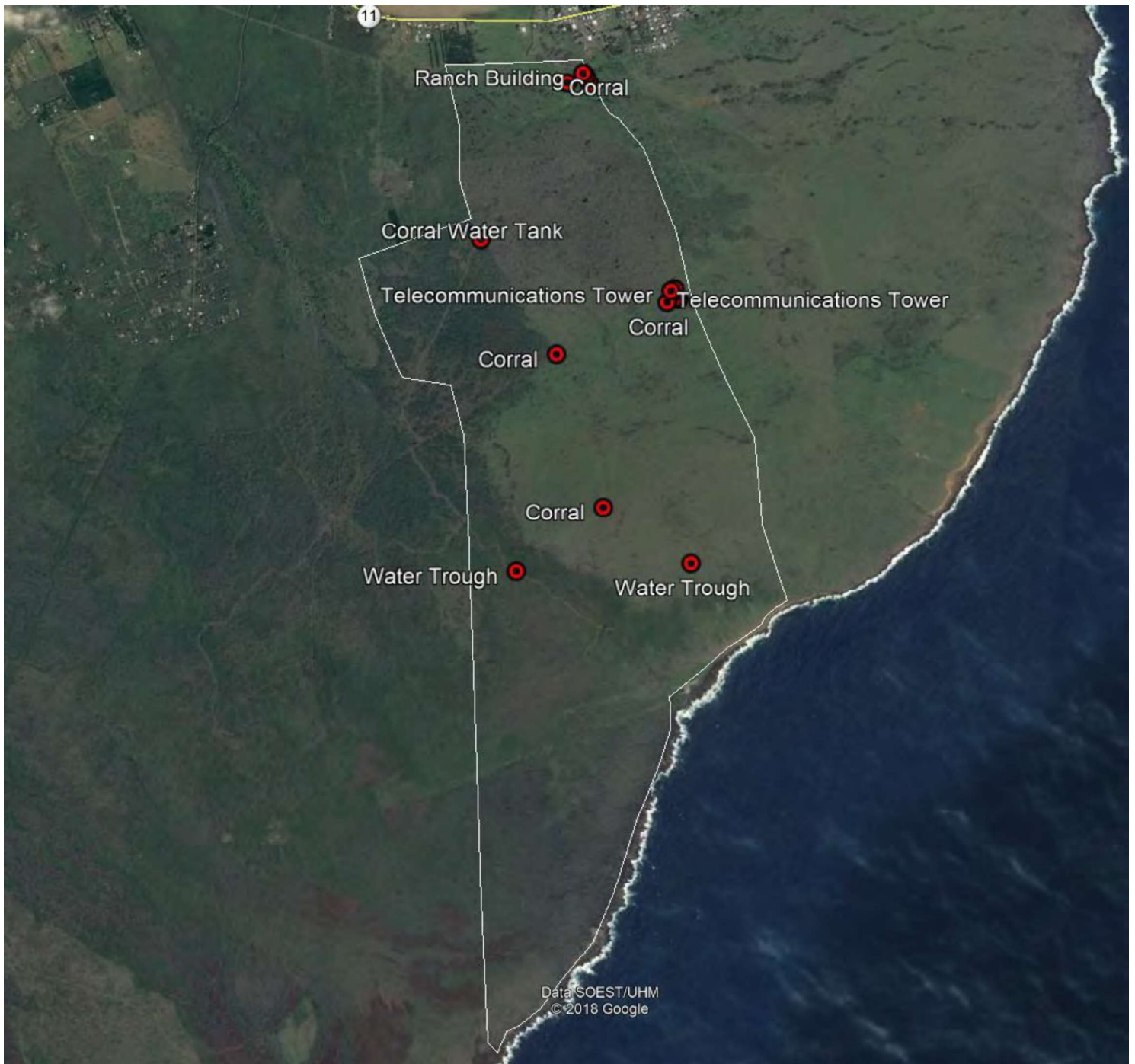
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THE TRUST
FOR
PUBLIC
LAND

EXISTING STRUCTURE MAP

RED CIRCLE = STRUCTURE







Conservation Easement Baseline Photos

October 2019

Tower Site #846144

Telecommunications Tower

Telecommunications Tower

Tower Site #815470

Water Tank

Telecommunications Tower

Corral

This Tower Site is encumbered by a permanent easement and is beyond the scope of this Board submittal.

Google Earth



**Conservation Easement
Baseline Documentation Report**
95-1117 Naalehu Spur Road, Naalehu, HI 96772
Waikapuna, Kahilipali Nui and Kahilipali Iki Ahupua'a,
Ka'u District, Hawaii Island
TAX MAP KEY (3) 9-5-007:016

October 10, 2019



Ala Kahakai Trail Association

P.O Box 2338

Kamuela, HI 96743



Location 66. View south towards telecom facilities



Location 67. View east towards telecommunications facilities



Location 85. View west towards telecommunications



Location 86. View west along ranch road



Location 90. View south to Crown Castle/AT&T tower



Location 90. View west towards Crown Castle/Verizon tower



Location 91. View northwest towards Crown/Verizon



Location 92. View north towards Crown/AT&T tower



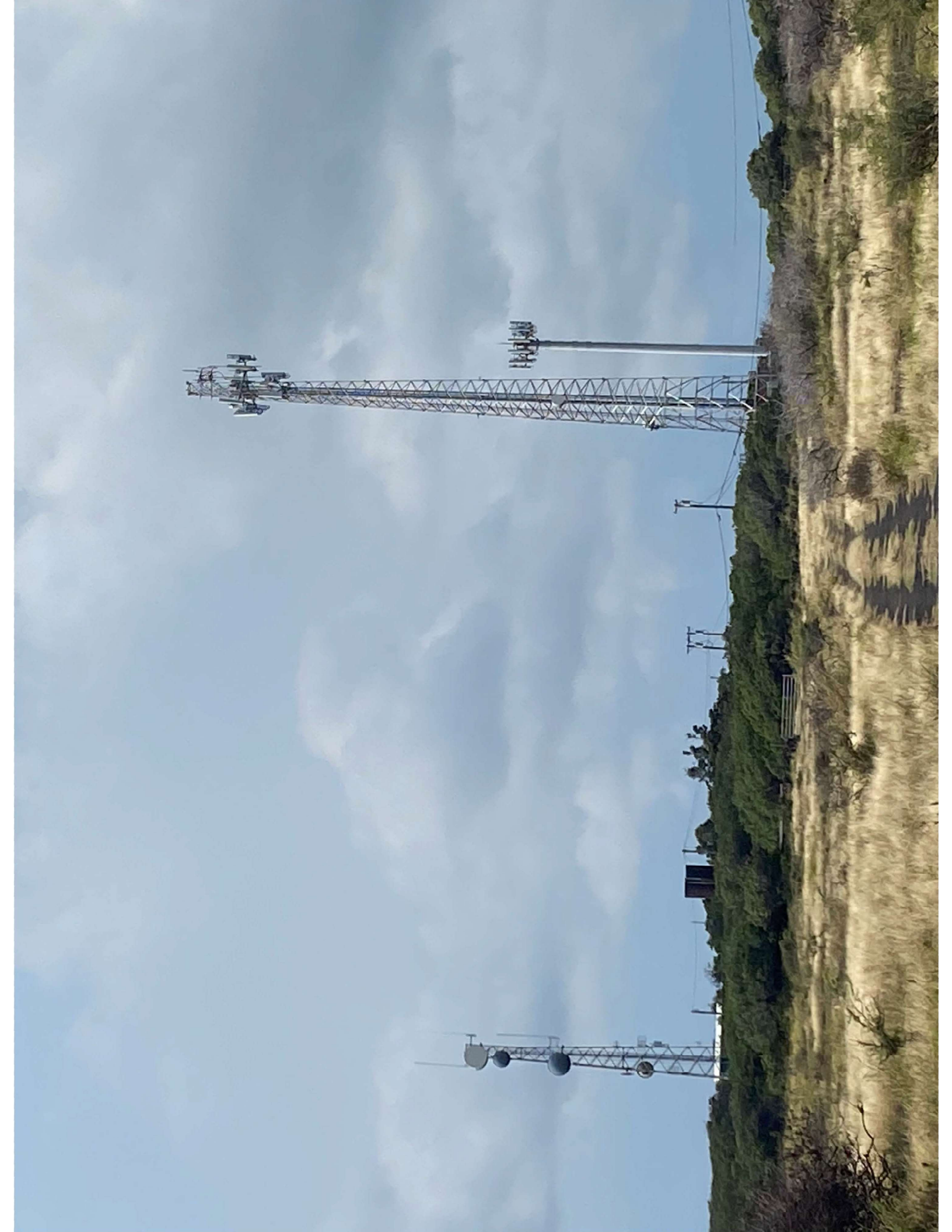
Location 95. View east along ranch road



Location 118. View north along ranch road

EXHIBIT A-1

**Site Meeting Photos
January 17, 2025**



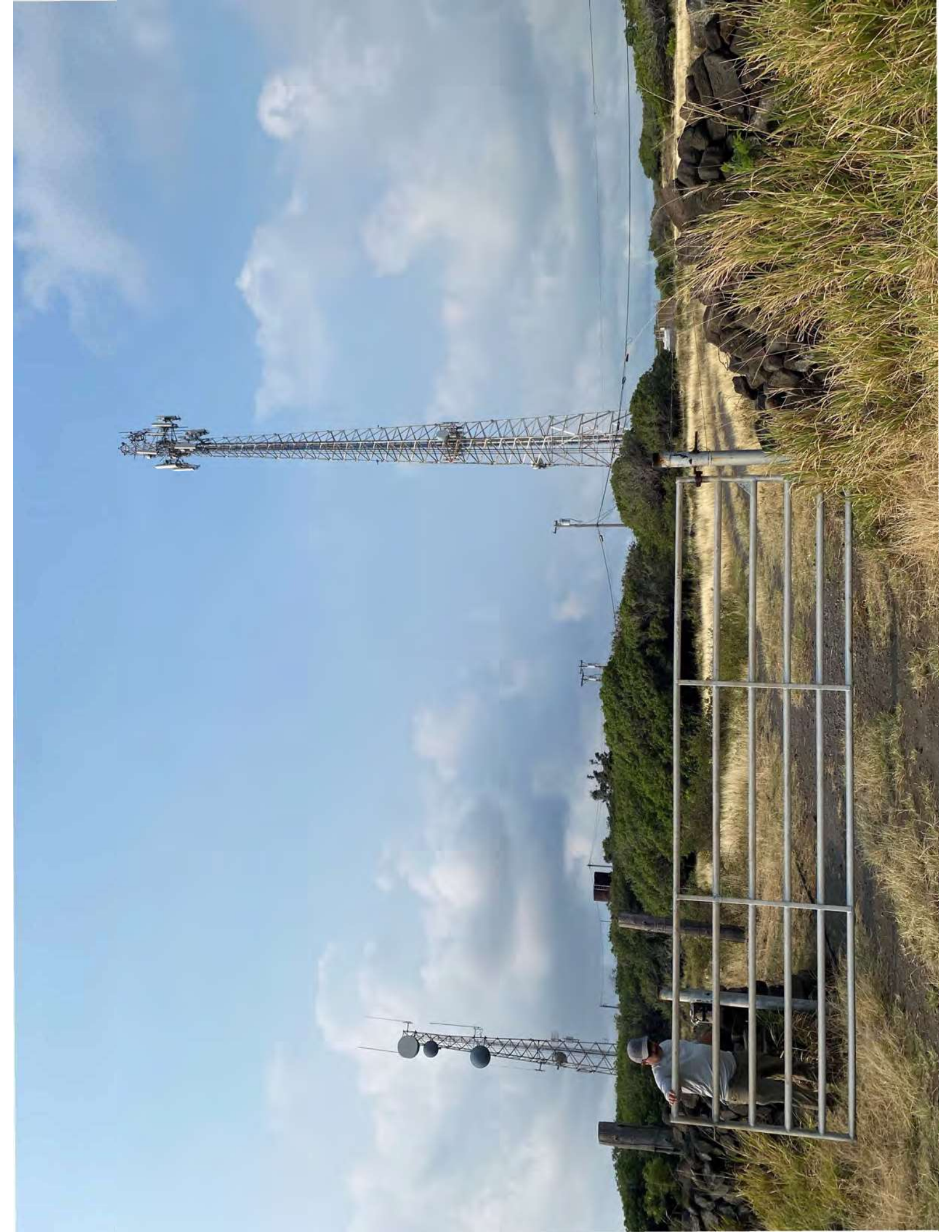














EXHIBIT A-1

Exhibit D
Ala Kahakai Trail Association
Board Resolution



Resolution For Signature

The Ala Kahakai Trail Association, a 501(c)3 non-profit Corporation, hereafter referred to as the "Association", do hereby certify the following is a full, true and correct copy of the resolution duly adopted by the Board of Directors of the Association at its meeting duly called and held at the Maunalani Resort on February 01, 2025 at which a quorum was present and acting throughout. This resolution has not been modified, amended or rescinded and continues in force and effect.

WHEREAS the Association acquired the Waikapuna, Kaunāmano and Kiolaka'a properties ("Ka'ū Heritage Preserves") in the Ka'ū District in December 2019, October 2021 and November 2022 respectively, as part of its mission to serve the community and to preserve and protect the cultural and natural landscape within the Ala Kahakai National Historic Trail corridor; and

WHEREAS the Association received grant funding to acquire the Ka'ū Heritage Preserves through the State of Hawai'i Department of Land and Natural Resources' Legacy Land Conservation Program (LLCP); and

WHEREAS according to HRS §173A-10 and HAR §13-140-35(b), in the event any such land or other property is leased, rented, or otherwise disposed of, that portion of the rental or proceeds equal to the proportion that the grant by the State bears to the original cost of the land or other property shall be paid to the State; and

WHEREAS due to the significant costs and responsibilities associated with land ownership and resource protection, the LLCP has allowed the Association to retain monies received from existing pasture leases and telecommunication facility license agreements ("Ka'ū Rents") with the understanding that all monies would be applied towards stewardship and management of the Ka'ū Heritage Preserves; and

WHEREAS the Association has made it a policy to deposit the Ka'ū Rents in a separate bank account specifically created to fund stewardship and management of the Ka'ū Heritage Preserves; and

WHEREAS this resolution will memorialize the policy and satisfy commitments made to the LLCP; and

Mission: To support and guide a community-managed trail that honors those who came before and perpetuate for those who follow, with respect for Hawaii's past, present and future.

Be it RESOLVED that the Board of the Ala Kahakai Trail Association shall deposit the Ka'ū Rents in a separate bank account and all monies shall be applied towards stewardship and management of the Ka'ū Heritage Preserves.

The Secretary certifies that the above is a true and correct representation of the resolution that was duly adopted at a meeting of the Board of Directors.

APPROVED DATE: February 01, 2025

Linda Kaleo Paik Vote: AYE

Ethan Souza Vote: AYE

Ray Broggini Vote: AYE

Georgia Cawley Vote: AYE

Nanea Brown Vote: AYE

Brynly Brown Vote: AYE

A handwritten signature in black ink, appearing to read "Linda Paik", written over a horizontal line.

Linda Kaleo Paik, Secretary

Mission: To support and guide a community-managed trail that honors those who came before and perpetuate for those who follow, with respect for Hawaii's past, present and future.

P.O. Box 2338, Kamuela, HI 96743