

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

August 22, 2025

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

SUBJECT: 1. REQUEST THE APPROVAL OF AN ACQUISITION OF PRIVATE LANDS AT KO'OLAUPOKO DISTRICT, ISLAND OF O'AHU, TAX MAP KEY NUMBERS (1) 4-5-041:004, (1) 4-5-025:008, (1) 4-5-041:001, AND (1) 4-5-042:018.

2. UPON CLOSING, APPROVE ISSUANCE OF A MANAGEMENT RIGHT-OF-ENTRY TO THE DIVISION OF FORESTRY AND WILDLIFE.

3. DELEGATE AUTHORITY TO THE DIVISION OF FORESTRY AND WILDLIFE'S O'AHU BRANCH MANAGER, IN COORDINATION WITH THE O'AHU LAND AGENT, TO ISSUE PERMITS PURSUANT TO SECTION 13-221-5, HAWAII ADMINISTRATIVE RULES.

4. AUTHORIZE THE DIVISION OF FORESTRY AND WILDLIFE TO CONDUCT A PUBLIC HEARING ON THE ISLAND OF O'AHU FOR A PROPOSED ADDITION TO THE FOREST RESERVE SYSTEM FOR TAX MAP KEY NUMBERS: (1) 4-5-041:004, (1) 4-5-025:008, (1) 4-5-041:001, AND (1) 4-5-042:018.

APPLICANT AGENCY:

Division of Forestry and Wildlife ("Division").

PRIVATE LANDOWNER:

Trust for Public Land, a California non-profit corporation ("Seller").

LEGAL REFERENCE:

Sections 107-10, 171-11 and 171-30, Hawai'i Revised Statutes (HRS), as amended.

LOCATION:

Privately-owned lands of Ko'olau Land Partners, LLC situated at O'ahu identified by Tax Map Key Nos.: (1) 4-5-041:004, (1) 4-5-025:008, (1) 4-5-041:001, AND (1) 4-5-042:018 as shown on the attached map labeled Exhibit A.

AREA:

(1) 4-5-041:004 and (1) 4-5-025:008 (lots 1,2,3 and 4)	444 acres more or less
(1) 4-5-041:001	96 acres, more or less
(1) 4-5-042:018	422 acres, more or less
Total:	962 acres, more or less

ZONING:

TMK Nos.: (1) 4-5-041:004; (1) 4-5-025:008; (1) 4-5-041:001; (1) 4-5-042:018
State Land Use District: Conservation
County of Honolulu: Preservation

CURRENT USE:

Vacant and unencumbered.

CONSIDERATION:

The purchase price for the portion of the private lands purchased through the limited warranty deed (Exhibit B) will be the lower of either funds raised for the purchase, or the fair market value (FMV) as established by an appraisal conducted by an independent appraiser contracted by the Hawaii State Department of Land and Natural Resources ("Department") and reviewed and approved by the Department and the U.S. Department of Agriculture Forest Service. Other portions of the property will be donated to the Department at no cost through quit claim deeds (Exhibit B and Exhibit C).

PURPOSE:

Forest reserve purposes.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Pursuant to Section 343-5(a)(1), HRS, an environmental assessment ("EA") is not required where State or county funds are being used to acquire unimproved real property. As the subject lands are unimproved, an EA is not required. Inasmuch as the Chapter 343 environmental requirements apply to the Applicant's use of the lands, the Applicant shall be responsible for compliance with Chapter 343, HRS, as amended.

ACQUISITION REQUIREMENTS:

- 1) Obtain an appraisal to determine the value of the properties to be acquired.
- 2) Provide survey maps and descriptions for the privately owned property according to State Department of Accounting and General Services (DAGS) standards.

- 3) Obtain a title report for the privately owned property subject to review and approval by the Department.
- 4) Conduct a Phase I Environmental Site Assessment, and if it identifies the potential for hazardous materials release or the presence of hazardous materials, conduct a Phase II environmental sampling and analysis plan and perform any remediation, abatement, and disposal as may be warranted and as satisfactory to the standards required by the Federal Environmental Protection Agency and the State Department of Health (DOH), all at no cost to the State and to the satisfaction of the Department.

BACKGROUND:

The Kāne'ohe Pali project will permanently protect a forest that provides a critical link between state forest reserves, the Ko'olau Range Pali National Natural Landmark, designated by the National Park Service for its geologic, ecological, and scenic importance, Nu'uuanu Pali state wayside, the Old Pali Road, and the county's Ho'omaluhia Botanical Garden. Acquisition will also complement partner plans to conserve ecologically and culturally significant lands within and adjacent to the project area, including 21 acres set aside by the State Department of Transportation as mitigation for H-3 construction for community stewardship, historic sites, and traditional agriculture.

The project's spectacular soaring green pali and the peaks Lanihuli, Kahuauli, and Keahiakahoe, along with forested foothills, lie above the town of Kāne'ohe, on the windward side of the island of O'ahu. Acquisition of these parcels for sale by a private owner will protect the historically and culturally unique forest and allow managed public access for recreation and traditional cultural uses. By purchasing and transferring these parcels to public ownership, the Division removes the significant threat of subdivision and development. Located next to the 10,500-acre Honolulu Watershed Forest Reserve, the subject parcels are crucial for conservation and restoration of forested watersheds and cultural and historic sites. Native forest, cliffs, and streams on the site are federally designated Critical Habitat for 31 Endangered Species (3 damselflies, 28 plants) and also host populations of the federally Endangered Hawaiian hoary bat (*Aeorestes semotus*), a solitary, tree-roosting species.

The Kāne'ohe Pali project area is a priority watershed vital for the recharge of fresh water. Protection and restoration of this forest will reduce land-based pollution into streams, reduce flooding and stormwater runoff, protect coral reef ecosystems, and increase climate resilience. The area has 11 perennial streams and tributaries, and numerous waterfalls, including Likeke Falls. These streams flow to the estuaries and coral reefs of Kāne'ohe Bay and He'eia National Estuarine Reserve. Forest management will improve habitat for native fish and invertebrates, including species such as the federally endangered blackline Hawaiian damselfly, found in pools in the headwaters of the project area's streams.

Hundreds of ancient Hawaiian sites are documented at Kāne'ōhe Pali, including the historic Kekele (also sometimes presently referred to as "Likeke") trail and hala grove, burials, heiau, and agricultural terracing used for the growing of kalo. The project's scenic beauty can be seen in the expansive views of cliffs from nearby state and county parks, as well as by thousands of daily commuters driving on three major highways. While the cliffs are protected from development due to steep topography, the forested foothills are threatened by subdivision for residential development, which would mar the scenic beauty of this site and block public access.

Securing the parcels safeguards forests and streams vital for endangered species habitat, public access, community co-stewardship, managed recreation, cultural activities, and aquatic resources. Strategically located next to existing protected state lands, the subject parcels will expand the island's network of conserved lands and increase connectivity of protected areas.

REMARKS:

The Land Division and the Attorney General's Office assisted the Division in conducting due diligence for this acquisition. The landowner provided title reports for the parcels dated June 6, 2025 (TMK Nos.: (1) 4-5-041:004 and (1) 4-5-025:008), (1) 4-5-041:001 and (1) 4-5-042:018)). The Land Division and the Attorney General's Office have reviewed these reports, and the following items have been found and addressed as discussed below.

Incomplete subdivision: The former property owner, Koolau Land Partners LLC, a Hawaii limited liability company ("KLP"), and BWS started a process to consolidate and re-subdivide four parcels. The subdivision was approved by DPP in 2011 ("2011 Subdivision"). However, one of the parcels, part of the 2011 Subdivision and this acquisition (Parcel 8), was formerly Land Court property, and a formal subdivision required filings and approval in Land Court, which KLP never sought. The four parcels are still identified by the original TMKs even though the map was approved and is on file with the Department of Planning and Permitting ("DPP").

Land Court Deregistration: KLP moved to deregister TMK No. (1) 4-5-025:008 from the Land Court, which we understand was granted, KLP will also record a "Seller's Affidavit" in the Land Court before closing, referencing the 2011 Subdivision Map approved by DPP. Together, these actions add credence to the 2011 Subdivision process and should clarify the intended configuration of the 2011 Subdivision.

Co-ownership with BWS: As a result of the 2011 Subdivision, two (2) lots, formerly solely owned by BWS, were consolidated and subdivided with two of KLP's lots, into four (4) newly configured parcels. One of these parcels is jointly owned by BWS and KLP ("Lot 3"). BWS was notified that KLP intends to convey its interest in Parcel 3 to the Division, and the Division will work with BWS to co-manage Lot 3. Given the

uncertainties driven by the incomplete subdivision process and co-ownership, KLP will donate its interests in Lot 3 to the Division via Quitclaim Deed.

Kuleana Lands: There are various kuleana lands located on the Property ("Kuleana Lots"). The Kuleana Lots have been excluded from the sale and appraisal. The Seller's interest in the Kuleana Lots will be donated to the Division via a quitclaim by a "limited warranty and quitclaim deed". The deed will transfer the area around the kuleana lands (and all other parcels in the purchase) in fee simple, with warranties for title and environmental hazards. The deed will carve out the Kuleana Lots and the Seller will quitclaim its interests, if any, to the Division.

Since the H-3 freeway runs adjacent to the parcels, staff consulted with the Department of Transportation (DOT) regarding future work and accessibility over the subject parcels. DOT confirmed a right of way is not required as there are no long-term plans to widen the H-3. Access points for freeway maintenance are through an adjacent parcel, not requiring a right of entry permit.

A 2018 Hazard Mitigation Plan included information providing a risk assessment of landslide and rockfall, but it was not specific to the area surrounding the subject parcels. After consultation with the deputy AG, it was agreed that a location-specific rockfall hazard study was not necessary.

In its findings, the Division identified one well and confirmed with the Commission of Water Resource Management staff that it was located on the adjacent parcel east of the Property.

The conveyance of the subject property will be through a limited warranty and quit claim deed (Exhibit B) and quit claim deed (Exhibit C). Exhibit B is both a warranty deed, which will convey the legal lots of record, and a quit claim deed, which will convey the kuleana lots that are part of the legal lots. The other quit claim deed (Exhibit C) will convey a lot jointly owned by the landowner and the City and County of Honolulu Board of Water Supply. Through both the warranty and quit claim deeds, the State will receive title to the entirety of the lands owned by Koolau Land Partners in this location.

The Division contracted an appraisal to determine the FMV, and this appraisal process is still underway. As required by the Forest Legacy Program, the appraisal must be compliant with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisition (USFLA). The appraisal is subject to review and approval by the U.S. Forest Service ("Forest Service"), and Forest Service approval is required for federal funds to be released. The Division recommends that the yet-to-be-determined appraised FMV be accepted when the Forest Service approves it. To meet the Forest Legacy grant 25% matching funds requirement, the Division will use all or portions of the appropriated state funds from the Legacy Land Conservation Program and U.S. Navy REPI funding.

Available funding for the acquisition is summarized below:

U.S. Navy RUE/REPI	\$1,300,000
Legacy Land Conservation Program (State)	\$ 700,000
<u>U.S. Forest Service, Forest Legacy Program</u>	<u>\$1,800,000</u>
Total	\$3,800,000

As required by the funding programs, the warranty deed shall include language that obligates the State to manage the property in compliance with the respective grant program requirements. The deed language is included as Exhibit B.

At its April 26, 2019 meeting under agenda item C-2, the Board approved a \$700,000 grant from the Land Conservation Fund to the Division for acquisition of the subject parcels with standard conditions for the imposition of the Legacy Land Conservation Program (LLCP) restrictions and covenants into the deed and the submission and acceptance of standard LLCP due diligence requirements that must be fulfilled prior to releasing the funds.

Prior to the State acquiring the Property, TPL will encumber the same parcels of the Property covered by the warranty deed (Exhibit B) with a Restricted Use Easement (RUE), in favor of the U.S. Department of the Navy, Naval Facilities Engineering Command Hawaii (Navy). The RUE, attached as Exhibit E, is a condition of the Navy's Readiness and Environmental Integration and Protection (REPI) funding for this acquisition that TPL secured. The purpose of the RUE is to have the Property serve as a buffer for Navy operations in the region. The RUE places various restrictions on the Property, such as prohibiting unpermitted commercial activities, human habitation other than short-term camping, construction of structures above 15 feet in height in certain areas, and the use of firearms except for transportation and permitted public hunting in select areas. These restrictions will not interfere with planned DOFAW management and public use of the Property or requirements of the Forest Legacy and Legacy Land funding.

DOFAW contracted Sam Hirota Inc., to prepare survey maps and metes and bounds descriptions of the Property to be conveyed in Exhibit B. In consultation with DAGS Survey Division, these maps and descriptions were verified and approved as sufficient to prepare the Copy of Survey Furnished (CSF) required for the issuance of an executive order setting aside the subject lands to DOFAW. DAGS survey provided a survey map and metes and bounds description of the property to be conveyed under Exhibit C.

A Phase I Environmental Site Assessment (ESA) was prepared by Ford and Associates Inc., July 31, 2025. The ESA report found no historically Recognized Environmental Conditions (REC). The report concluded that there was no evidence of a current REC on the Property. No non-ASTM findings of environmental concern were identified.

TPL has an agreement to buy the Property from the current landowner and will then convey the Property to the State. A draft final Warranty Deed, draft Quit Claim Deeds (Exhibit B and Exhibit C), and draft final Purchase and Sale Agreement (PSA) between the State and TPL (Exhibit D) were reviewed and accepted by the seller and the State's deputy attorney general and are attached for the Board's review and approval.

In addition to approving the acquisition and set aside, the Board is requested to approve an immediate management right-of-entry to the Division and delegate to the Division's O'ahu Branch Manager, in coordination with the O'ahu Land Agent, the authority to issue permits under section 13-221-5, Hawaii Administrative Rules. This will allow the Division to implement actions necessary to effectively manage the Property upon acquisition. That authority was delegated to the Chairperson by the Board at its August 12, 2010, meeting. The delegation requested here to the Division's O'ahu Branch Manager is consistent with current delegations approved for the regulation and management of Forest Reserves under Chapter 13-104 and will provide consistency of practice as the Division assumes management and follows statutory procedures for the designation of the parcels as Forest Reserves. The Division will then conduct public hearings to add the Property to the Forest Reserve System. Upon completing the public hearings, the Division will return to the Board to seek approval to set aside the Property as part of the Forest Reserve System (Kaneohe Forest Reserve) and obtain an Executive Order as appropriate.

Once designated as a Forest Reserve, the parcels will join other managed areas that preserve O'ahu's diverse forests. The Division will develop a comprehensive management plan for this Forest Reserve, guided by community and stakeholder input, that includes thorough documentation (with maps and photos) of the resource values to be protected in accordance with the purposes of the grant award received from the LLC. The management plan will address the various resource values, including stream habitat, wildlife, recreational resources (hunting, hiking), management of invasive species, forest restoration, and preservation of cultural and historic resources.

RECOMMENDATION: That the Board:

1. Authorize the acquisition of the subject private lands under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The terms and conditions of the attached warranty deed document, as may be amended.
 - B. Review and approval by the Department of the Attorney General.
 - C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

2. Authorize the issuance of a management right-of-entry permit to the Division of Forestry and Wildlife covering the subject parcels under the terms and conditions cited above, effective immediately upon acquisition by the State, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time; and
 - B. Such other terms and conditions as the Chairperson may prescribe to best serve the interests of the State.
3. Delegate authority to the Division's O'ahu Branch Manager, in coordination with the O'ahu Land Agent, to issue permits under section 13-221-5, Hawaii Administrative Rules.
4. Under Section 183-11, HRS, as amended, authorize the Division of Forestry and Wildlife to conduct a public hearing on the Island of O'ahu regarding the proposed addition of the Property to the Forest Reserve System. Further, under 183-12, HRS, authorize the Chairperson to:
 - A. Set the date, location, and time of the public hearing; and
 - B. Appoint a hearing master(s) for the public hearing.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



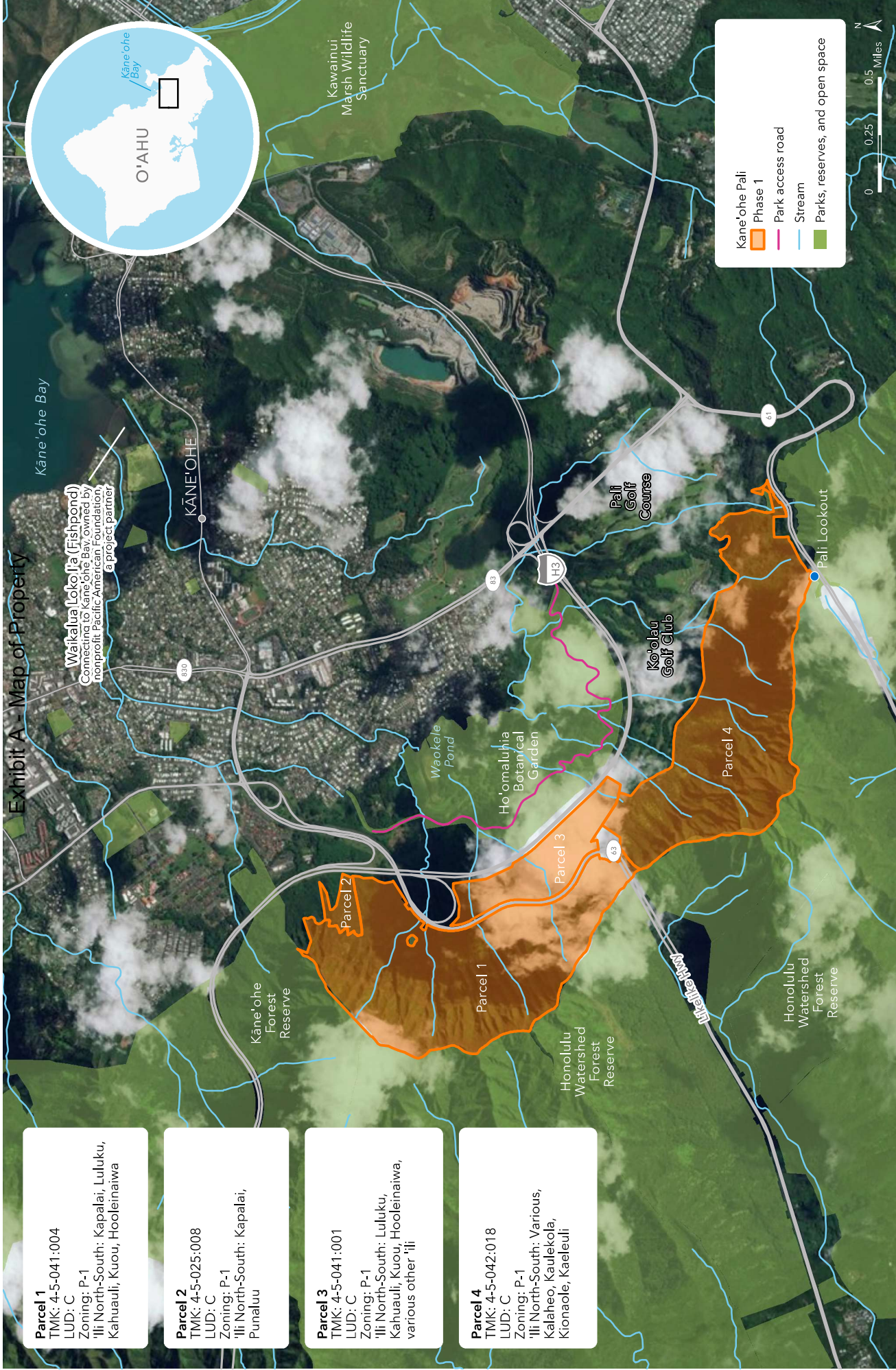
DAWN N.S. CHANG, Chairperson
Board of Land and Natural Resources

Attachments:

- Exhibit A – Map of Property
- Exhibit B – Draft Warranty and Quitclaim Deed
- Exhibit C – Draft Quit Claim Deed (Lot 3)
- Exhibit D – Draft Purchase and Sale Agreement
- Exhibit E – Restrictive Use Easement (RUE)
- Exhibit F – Property Information

Exhibit A - Map of Property

Exhibit A- Map of Property



Parcel 1
 TMK: 4-5-041:004
 LUD: C
 Zoning: P-1
 'Ili North-South: Kapalai, Luluku, Kahuauli, Kuou, Hoolainaia

Parcel 2
 TMK: 4-5-025:008
 LUD: C
 Zoning: P-1
 'Ili North-South: Kapalai, Punaluu

Parcel 3
 TMK: 4-5-041:001
 LUD: C
 Zoning: P-1
 'Ili North-South: Luluku, Kahuauli, Kuou, Hoolainaia, various other 'Ili

Parcel 4
 TMK: 4-5-042:018
 LUD: C
 Zoning: P-1
 'Ili North-South: Various, Kalaheo, Kaulekole, Kionaale, Kaeleuli

Kāne'ohe Pali

ISLAND OF O'AHU, HAWAII



Exhibit B

Draft Warranty Deed

, designated as "Kaneohe Pali," containing an area of [975.255] acres, more or less, more particularly described as ITEM I, PARCEL FIRST, PARCEL SECOND, PARCEL THIRD, PARCEL FOURTH, AND PARCEL FIFTH in Exhibit "A", **SAVING AND EXCEPTING THEREFROM** those certain parcels of land containing an area of [3.255] acres, more or less, more particularly described as ITEM II, PARCEL FIRST, PARCEL SECOND, PARCEL THIRD, AND PARCEL FOURTH in Exhibit "A", and all as delineated on Exhibit "B," both attached hereto and made parts hereof, said exhibits being, respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawai'i, designated as C.S.F. No. _____ and dated _____ (hereafter, the "Limited Warranty Property").

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances, except as noted herein. SUBJECT TO that certain Grant of Restrictive Use Easement ("Grant of Easement") between the Grantor and the United States of America, acting by the through the Department of the Navy, Naval Facilities Engineering Systems Command Hawaii, and its successors and assigns, and others described in Exhibit "A".

The Grantor makes the following notices, representations, and warranties with respect to the Limited Warranty Property.

NOTICE OF STATE PARTICIPATION

The Limited Warranty Property shall be managed consistently with the purposes for which it was awarded a Legacy Land Conservation Program grant and Chapter 173A, Hawaii Revised Statutes. Whenever the Limited Warranty Property is sold, that portion of the net proceeds (sale price less actual expenses of sale) of such sale, equal to the proportion that the Legacy Land

Conservation Program grant bears to the original cost of the Property, shall be paid to the State of Hawai'i and redeposited in or credited to the Land Conservation Fund or its successor. In the event the Limited Warranty Property is leased, rented, or otherwise disposed of, other than by sale, that portion of the gross proceeds of such disposition, equal to the proportion that the Legacy Land Conservation Program grant bears to the original cost of the Limited Warranty Property, shall be paid to the State of Hawai'i and redeposited in or credited to the Land Conservation Fund or its successor.

NOTICE OF FEDERAL PARTICIPATION

United States Department of Agriculture (USDA) Forest Service

Purpose & authority. The purpose of this acquisition is to effect the Forest Legacy Program in accordance with the provisions of the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. 2101 et seq.) on the herein described land, which purposes include protecting environmentally important forest areas that are threatened by conversion to nonforest uses and for promoting forest land protection and other conservation opportunities. The purposes also include the protection and preservation of important scenic, cultural, fish, wildlife and recreational resources, riparian area, and other ecological values, and to ensure that the Limited Warranty Property is available for the sustainable and cost-effective harvesting of forest products in a silviculturally sound manner, all of which meet the objectives of the Forest Legacy Program (FLP).

Transfer & disposal. This deed may be transferred or assigned only (i) to a government agency that (a) is eligible to hold this deed under the FLP, (b) is willing and able to hold this deed for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed by the terms of this deed and (ii) with the consent of the State of Hawai'i, by its Board of Land and Natural Resources for the state lead agency, the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW). If the deed holder ever ceases to exist or is no longer willing and able to hold this deed for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of

this deed, the state lead agency must identify and select an appropriate entity to which this deed must be transferred.

The STATE OF HAWAI'I, by its Board of Land and Natural Resources, the owner of the Deed, pursuant to the grant agreement "Kaneohe Pali Project #23-DG-11052021-244" awarded by the United States Department of Agriculture (USDA) Forest Service on April 17, 2023, to the grant recipient, STATE OF HAWAI'I, DLNR/DOFAW, acknowledges that the USDA Forest Service Forest Legacy Program funding for this acquisition of the Limited Warranty Property is authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313, as amended (codified at 16 U.S.C. § 2101 et seq.), and that the interest acquired cannot be sold, exchanged, or otherwise disposed. Except, however, the USDA Secretary of Agriculture (Secretary) may exercise discretion to consent to such sale, exchange, or disposition upon the grant recipient's tender of equal valued consideration acceptable to the Secretary and under the requirement that the United States is reimbursed the market value of the interest, proportional to its contribution in the original acquisition, at the time of disposal. The grant agreement is housed in the USDA Forest Service Pacific Southwest Region Office at 1323 Club Drive, Vallejo, California, 94592, or in an archival facility per Agency policy.

The USDA Forest Service's proportionate share is **X %**, which was determined by dividing the FLP's direct contribution to the acquisition by the total value of the acquisition, at the time it was acquired, and expressing the result as a percentage.

The market value of this property or the portion thereof that is disposed shall be the market value of such interest immediately before the disposal as determined by an appraisal that meets the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and is completed by a certified general appraiser approved by the grant recipient and the USDA Forest Service Pacific Southwest Region Office.,

The form of the USDA Forest Service's reimbursement under this paragraph (whether it is received in cash or in kind) shall be in the sole and absolute discretion of the Secretary but shall in all events be used for FLP or similar conservation purposes. This fee simple deed shall not be deemed disposed in whole or in part until the USDA Forest Service receives reimbursement as provided in this paragraph, including

restoration by the state of the cost-share value dedicated in the grant.

No inaction or silence by the Secretary shall be construed as approval of a disposal or as an abandonment of this fee simple deed in whole or in part. Any purported disposal executed without the prior written consent of the Secretary will be null and void. The provisions of this paragraph shall survive any partial disposal.

If the deed owner is notified of a proposal to condemn all or any portion of the Limited Warranty Property subject to this deed, the grant recipient and the USDA Forest Service must immediately be notified.

Management objectives. The Limited Warranty Property will be managed in a manner consistent with and in accordance with the FLP and a Multi-Resource Management Plan to ensure long-term sustainability and protection of the forest resources and other conservation values for which the Limited Warranty Property was acquired. The management plan will provide for maintenance of at least 75% forest cover.

There will be no surface disturbance of the Limited Warranty Property other than what is necessary for management activities which are needed for long-term forest health and sustainability. Disturbance must be limited but could include construction of new recreational or forest management roads or trails, construction or replacement of culverts or construction of structures that are necessary to meet the purposes of the acquisition including public access and forest-based recreation. There may be limited extraction of sand or gravel for onsite management activities. Such activities and construction will be outlined in the Multi-Resource Management Plan. Protection of the forest is the primary purpose of this acquisition; any management, structures, disturbance or alteration will be done only if needed for effective protection, management or restoration of the forest.

There will be no conveyance or subdivision of the Limited Warranty Property except that limited portions may be conveyed as part of bona fide boundary dispute resolutions in consultation with the appropriate Court. The holder of the Limited Warranty Property shall not enter into long term

contracts, agreement, leases or easements that could impact the long-term title of this property or the purposes for which the property entered the FLP.

Ecosystem service markets. No agreements relating to ecosystem service markets shall be made regarding the Limited Warranty Property that is or is likely to become inconsistent with the Purposes or Terms of this Deed, the terms of the FLP grant, State of Hawai'i Forest Action Plan or other documents incorporated by reference. If the State of Hawai'i wishes to enter such an agreement it must notify the USDA Forest Service explaining what the State proposes to do and explain why it believes market participation is compatible. The USDA Forest Service will respond with its denial or approval and include instructions if applicable.

Funding contributions toward the total purchase of the Limited Warranty Property are as follows:

Contributing Partner	Restricted Use Easement	Remaining fee interest	Total	% of total
USDA Forest Service - Forest Legacy Program	\$0	\$X	\$X	X
State of Hawai'i Legacy Lands Program - Department of Land and Natural Resources	\$X	\$X	\$X	X*
United States of America (Navy)	\$X	\$0	\$X	X*
Total	\$X	\$X	\$X	100%

*Partially satisfies cost-share requirement of USDA Forest Service grant - Insert language with the specific cost-share

amounts to add up to required 1:3 cost-share

The Grantee shall not authorize or tolerate any activities on the Limited Warranty Property that are incompatible with its originally authorized purpose, and will endeavor while working with partners, to stop these activities immediately should they occur without the Grantee's permission.

The Grantee acknowledges that there must be no discrimination during the useful life of the project (43 C.F.R. 17.204(c) (2)).

The Grantee, as grant recipient of the Awards, hereby confirms its obligations and responsibilities with regard to the Limited Warranty Property pursuant to the terms and conditions associated with the Awards.

The Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seised in fee simple and possessed of the above described Limited Warranty Property, that it has a good and lawful right and title to sell and convey the same as aforesaid, that the same is free and clear of all liens and encumbrances, except as noted herein, and that it will and its successors and assigns, shall WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons whomsoever.

AND, the Grantor warrants that if any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantor on or adjacent to the Limited Warranty Property, as determined by Grantee in its sole discretion, then the Grantor shall be responsible for the reasonable costs thereof. In addition, Grantor shall execute affidavits, representations and the like from time to time at Grantee's request concerning Grantor's best knowledge and belief regarding the presence of hazardous materials on the Limited Warranty Property placed or released by Grantor.

The Grantor agrees to release, indemnify, defend, and hold Grantee, and its successors and assigns, harmless, from any damages and claims resulting from the release of hazardous materials on or about the Limited Warranty Property occurring

while Grantor was in possession of the Limited Warranty Property, or elsewhere if caused by Grantor or persons acting through or under Grantor.

For the purpose of this Deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, Chapter 128D, Hawaii Revised Statutes, as amended, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

QUITCLAIM CONVEYANCE

The Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby release, remise and quitclaim unto the Grantee, the Grantee's successors and assigns, those certain parcels of land and improvements situate at

_____, designated as ["Kaneohe Pali - Kuleana Lands,"] containing an area of [3.255] acres, more or less, more particularly described as ITEM II, PARCEL FIRST, PARCEL SECOND, PARCEL THIRD, AND PARCEL FOURTH in Exhibit "A", and all as delineated on Exhibit "B," both attached hereto and made parts hereof, said exhibits being, respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawai'i, designated as C.S.F. No. _____ and dated _____ (hereafter, the "Kuleana Property").

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, if any, therein and thereto.

The Grantor makes no representations or warranties whatsoever with respect to the Kuleana Property.

The Grantor shall be responsible for payment of all property taxes for both the Limited Warranty Property and Kuleana Property up to the date of execution of this Deed.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee," as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations, partnerships, or other entities and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, _____,
the Grantor herein, has caused these presents to be executed
this _____ day of _____, 2025, and the STATE OF
HAWAI'I, by its Board of Land and Natural Resources, the Grantee
herein, has caused the seal of the Department of Land and
Natural Resources to be hereunto affixed and these presents to
be executed this _____ day of _____, 2025, both effective
as of the day, month, and year first above written.

THE TRUST FOR PUBLIC LAND, a
California nonprofit corporation

By
Its

GRANTOR

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

STATE OF HAWAII

Deputy Attorney General

Dated: _____

By _____
Dawn N.S. Chang
Chairperson
Board of Land and Natural
Resources

GRANTEE

STATE OF HAWAI'I)
) SS.
COUNTY OF)

On this _____ day of _____, 20 _____,
before me appeared _____ and
_____, to me personally known,
who, being by me duly sworn, did say that they are the
_____ and _____, respectively,
of _____, a _____
corporation, and that said instrument was signed in behalf of
said corporation by authority of its Board of Directors, and the
said _____ and _____
acknowledged said instrument to be the free act and deed of said
corporation.

Name of Notary:
Notary Public, State of Hawai'i

My commission expires:_____

On this _____ day of _____, 20____, before me
personally appeared _____ and
, to me known to be the person(s) described in and who executed
the foregoing instrument and acknowledged that _____
executed the same as _____ free act and deed.

My commission expires: _____

EXHIBIT "A"

Description

-ITEM I:-

-PARCEL FIRST:-

Being a portion of the land(s) conveyed by Commissioner's Deed dated January 30, 1998, by and between Joseph M. Toy, as Commissioner, duly appointed as set forth therein, as Grantor, and KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, as Grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2435780, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-013274.

DOFAW ACQUISITION PARCELS 1 AND 2

LOT 1-B

Being a portion of Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095;

Being also a portion of Lot 1-A as shown on Map 4 of
Land Court Application 1013

Being also portions of Royal Patent 7984, Land Commission Award 4452,
Apana 13 to H. Kalama;

Deed: Minister of Interior to Charles C. Harris
(Dated March 24, 1876, Recorded in Liber 45 at Page 286);

Deed: Kamehameha IV to David Watson
(Dated December 29, 1862, Recorded in Liber 16 at Page 127);
and Grant 196 to Maunahina;

Situated at Luluku, Kahuauli, Kuou,
Hooleinaiwa, Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on the top ridge on Koolau Range, at the South corner of this lot, also being the West Corner of Parcel 2 of DDP File Number 2007/SUB-209, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,174.66 feet South and 12,873.84 feet West thence running by azimuths measured clockwise from true South:

Along top of Koolau Range, along the Honolulu Watershed Forest Reserve, for the next six (6) courses, the direct azimuths and distances to points on said Koolau Range being:

1.	137°	26'	30"	185.06 feet;
2.	107°	30'		37.95 feet;
3.	132°	00'		96.86 feet;
4.	136°	00'		51.56 feet;
5.	123°	30'	50"	4,158.40 feet;
6.	157°	11'		1,294.50 feet;

Thence top of Koolau Range, along the Land Court Application 1074, for the next three (3) courses, the direct azimuths and distances to points on said Koolau Range being:

7.	179°	21'		1,586.32 feet;
8.	200°	44'	58"	413.32 feet;
9.	212°	29'		549.15 feet;
10.	227°	28'		1,330.30 feet along the remainder of Kaneohe Forest Reserve, R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
11.	231°	03'	20"	1,288.44 feet along middle of Koolau Range, along the Land Court Application 1100;
12.	22°	35'		241.60 feet along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
13.	288°	03'		296.50 feet along the same;
14.	250°	52'		540.00 feet along the same;

Thence along the Pali, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama, the direct azimuths and distances to points on said Pali being:

15.	3°	51'	50"	513.84 feet;
16.	239°	21'		30.48 feet along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
17.	265°	55'		106.55 feet along the same;
18.	262°	26'		97.95 feet along the same;
19.	260°	27'		654.49 feet along the same;
20.	45°	48'	10"	88.09 feet along John A. Burn Freeway, Interstate Highway F.A.I.P. No. I-H3-1(39);
21.	59°	53'	40"	224.18 feet along the same;
22.	77°	46'	55"	391.29 feet along the same;
23.	354°	33'	10"	54.88 feet along the same;

24.	311°	44'	30"	124.50 feet	along the same;
25.	282°	53'	10"	357.29 feet	along the same;
26.	279°	28'		217.60 feet	along the same;
27.	34°	20'		2,045.21 feet	along Lot 4-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
28.	133°	00'		103.33 feet	along R.P. 2038, L.C. Aw. 4490 to Kawelau;
29.	26°	00'		14.51 feet	along the same;
30.	141°	17'		38.50 feet	along Lot 3-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
31.	140°	11'		88.59 feet	along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
32.	104°	56'		64.84 feet	along the same;
33.	76°	31'		97.87 feet	along the same;
34.	23°	07'		60.60 feet	along the same;
35.	14°	40'		430.80 feet	along Lots 3-B and 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
36.	90°	00'		76.58feet	along the remainder of Kaneohe Forest Reserve, along R.P. 2530, L.C. Aw. 2574, Ap. 3 to Hewahewanui;
37.	0°	00'		66.00 feet	along the same;
38.	270°	00'		59.31 feet	along the same;
39.	14°	40'		631.98 feet	along Lot 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe

Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;

40. 319° 50' 1,817.94 feet along Lot 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama, along the remainder of Grant 196 To Maunahina;

41. 267° 10' 59.05 feet along Lot 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Kamehameha IV to David Watson;

Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(5))), on a curve to the right, with the point of curvature azimuth from the radial point being: 267°10' and the point of tangency azimuth from the radial point being: 269°36'26", with a radius of 940.00 feet, the chord azimuth and distance being:

42. 358° 23' 13" 40.04 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 269°36'26" and the point of tangency azimuth from the radial point being: 270°53'30", with a radius of 940.00 feet, the chord azimuth and distance being:

43. 0° 14' 58" 21.07 feet;

44. 0° 53' 30" 22.93 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(5)));

45. 0° 53' 30" 334.67 feet along same the same;

Thence the along same, on a curve to the left, with the point of curvature azimuth from the radial point being: $90^{\circ}53'30''$ and the point of tangency azimuth from the radial point being: $70^{\circ}58'30''$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

46. $350^{\circ} 56'$ 366.62 feet;

Thence the along same, on a curve to the left, with the point of curvature azimuth from the radial point being: $70^{\circ}58'30''$ and the point of tangency azimuth from the radial point being: $68^{\circ}35'30''$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

47. $339^{\circ} 47'$ 44.09 feet;

Thence the along same, on a curve to the left, with the point of curvature azimuth from the radial point being: $68^{\circ}35'30''$ and the point of tangency azimuth from the radial point being: $27^{\circ}46'$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

48. $318^{\circ} 10' 45''$ 739.41 feet;

49. $297^{\circ} 46'$ 322.59 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630 (5)));

50. $297^{\circ} 46'$ 44.00 feet along the same;

51. $297^{\circ} 46'$ 81.48 feet along the same;

Thence the along same, on a curve to the right, with the point of curvature azimuth from the radial point being: 207°46' and the point of tangency azimuth from the radial point being: 261°03'30", with a radius of 390.00 feet, the chord azimuth and distance being:

52. 324° 24' 45" 349.81 feet;

53. 81° 03' 30" 100.00 feet along Kaneohe Portal, along the remainder of Deed: Minister of Interior to Charles C. Harris;

Thence the along same, on a curve to the right, with the point of curvature azimuth from the radial point being: 261°03'30" and the point of tangency azimuth from the radial point being: 311°59'01", with a radius of 290.00 feet, the chord azimuth and distance being:

54. 16° 31' 15.5" 249.36 feet;

55. 311° 59' 01" 135.00 feet along Kaneohe Portal, along the remainder of Deed: Minister of Interior to Charles C. Harris;

Thence the along same, on a curve to the right, with the point of curvature azimuth from the radial point being: 311°59'01" and the point of tangency azimuth from the radial point being: 330°06'35", with a radius of 425.00 feet, the chord azimuth and distance being:

56. 51° 02' 48" 133.89 feet;

57. 330° 06' 35" 50.00 feet along Kaneohe Portal, along the remainder of Deed: Minister of Interior to Charles C. Harris;

58. 271° 15' 25" 337.00 feet along the same;

Thence along Parcel 4 of DOFAW Acquisition Parcel 4, on the top of Koolau Range along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris, the direct azimuth and distance of the tie being:

59. 49° 40' 30" 690.00 feet to the point of beginning and containing an area of 399.246 AC more or less.

Subject, However, to the following:

1. Easement "C" of Land Court Application 1013 as shown on Map 4.
2. Easement "D", Portion 1-B of Land Court Application 1013 as shown on Map 4.
3. HECO Power Line "A" Easement, Portion 1-B for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
4. HECO Power Line "B" Easement, Portion 1-B for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
5. Microwave Repeater Easement for microwave repeater and incidental purposes, as shown on Hawaiian Electric Company Map 63-1E.
6. HECO Power Line Easement, Portion 1-B (50 feet wide) for electric transmission line, a perpetual right and easement for utility and incidentals purposes as shown on Hawaiian Electric Company Map 68- 38D.
7. Easement "B", Portion 1-B for water tunnel purposes as shown on DPP File No. 2011/SUB-260.
8. Parcel 1-A of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
9. Parcel 1-B, Portion 1-B of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
10. Easement B for vehicular tunnels and incidental purposes (Kalihi Tunnel Project, Kaneohe Approach Road - Section "C").
11. Easement "4", Portion 1-B (10 feet wide) for underground drain lines to a gully purposes.
12. Easement "5" for natural drainage swale to a gully purposes, as shown on Document No. 92-028290.

13. Restriction of access into and from John A. Burns Freeway (Interstate Highway, Federal Aid Interstate Project Number I-H3-1(39)) over and across courses 20 to 26, inclusive, of the above described parcel of land.
14. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(5)) over and across courses 42, 45, 46, 48, 49, 51, and 52 of the above described parcel of land.



Descriptions Prepared By:

 Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

(1)4-5-025: Portion of 008

-PARCEL SECOND:-

Being a portion of the land(s) conveyed by Commissioner's Deed dated January 30, 1998, by and between Joseph M. Toy, as Commissioner, duly appointed as set forth therein, as Grantor, and KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, as Grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2435780, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-013274.

ADOFW ACQUISITION PARCELS 1 AND 2

LOT 2-B

Being a portion of Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095;

Being also portions of Royal Patent 7984,
Land Commission Award 4452, Apana 13 to H. Kalama;
and Grant 196 to Maunahina

Situated at Luluku, Kahuauli, Kuou,
Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on at the North corner of this lot, also being the Southeasterly Corner of Lot 3-B of DOFAW Acquisition Parcels 1 and 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,809.86 feet North and 14,503.61 feet West thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|-----|-------------|---|
| 1. | 26° | 00' | 8.25 feet | along R.P. 2038, L.C. Aw. 4490
to Kawelau; |
| 2. | 306° | 30' | 247.50 feet | along the same; |
| 3. | 314° | 00' | 106.96 feet | along the same; |

Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: $111^{\circ}58'26''$ and the point of tangency azimuth from the radial point being: $110^{\circ}21'52''$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

- | | | | | |
|----|------|-----|-----|--|
| 4. | 21° | 10' | 09" | 30.62 feet; |
| 5. | 69° | 00' | | 126.32 feet along R.P. 2530, L.C. Aw. 2574,
Ap. 3 to Hewahewanui; |
| 6. | 339° | 00' | | 176.05 feet along the same; |

Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: $98^{\circ}57'20''$ and the point of tangency azimuth from the radial point being: $84^{\circ}17'58''$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

7. $1^{\circ} 37' 39''$ 278.06 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $84^{\circ}17'58''$ and the point of tangency azimuth from the radial point being: $81^{\circ}59'10''$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

8. $353^{\circ} 08' 34''$ 44.01 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $81^{\circ}59'10''$ and the point of tangency azimuth from the radial point being: $59^{\circ}45'$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

9. $340^{\circ} 52' 05''$ 420.37 feet;

10. $329^{\circ} 45'$ 317.47 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)));

11. $329^{\circ} 45'$ 44.00 feet along the same;

12. $329^{\circ} 45'$ 308.55 feet along the same;

Thence along same, on a curve to the right, with the point of curvature azimuth from the radial point being: $239^{\circ}45'$ and the point of tangency azimuth from the radial point being: $267^{\circ}10'$, with a radius of 940.00 feet, the chord azimuth and distance being:

- | | | | | | |
|-----|---------------|-----|-----|---------------|--|
| 13. | 343° | 27' | 30" | 445.52 feet; | |
| 14. | 87° | 10' | | 59.05 feet | along Lot 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder Grant 196 To Maunahina; |
| 15. | 139° | 50' | | 1,817.94 feet | along Lot 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainders of Grant 196 to Maunahina, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama; |
| 16. | 194° | 40' | | 631.98 feet | along Lot 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama; |
| 17. | 270° | 00' | | 72.69 feet | along the remainder of Kaneohe Forest Reserve, along R.P. 2530, L.C. Aw. 2574, Ap. 3 to Hewahewanui; |
| 18. | 180° | 00' | | 66.00 feet | along the same; |
| 19. | 90° | 00' | | 55.42 feet | along the same; |
| 20. | 194° | 40' | | 29.62 feet | along Lot 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama; |
| 21. | 294° | 20' | | 113.95 feet | along Lot 3-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe |

Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;

22.	211°	10'	40.00 feet along the same;
23.	132°	30'	4.84 feet along the same;
24.	222°	30'	44.00 feet along the same;
25.	215°	40'	58.00 feet along the same;
26.	242°	30'	63.56 feet along the same to the point of beginning and containing an area of 20.135 AC.

Subject, However, to the following:

1. HECO Powerline "A" Easement, Portion 2-B for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
2. HECO Powerline "B" Easement, Portion 2-B For electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
3. Parcel 1-B, 1st Portion 2-B and 2nd Portion 2-B of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
4. Easement "B", Portion 2-B for water tunnel purposes as shown on DPP File No. 2011/SUB-260.
5. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across courses 4, 7, 9, 10, 12 and 13 of the above described parcel of land.



Descriptions Prepared By:

 Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

-PARCEL THIRD:-

Being a portion of the land(s) conveyed by Commissioner's Deed dated January 30, 1998, by and between Joseph M. Toy, as Commissioner, duly appointed as set forth therein, as Grantor, and KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, as Grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2435780, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-013274.

DOFAW ACQUISITION PARCELS 1 AND 2

LOT 4-B

Being a portion of Lot 1-A as shown on Map 4 of Land Court Application 1013

Being also a portion of Royal Patent 7984,
Land Commission Award 4452, Apana 13 to H. Kalama and

Situated at Luluku, Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on at the Norths corner of this lot, also being the Northeastly Corner of Lot 1-B of DOFAW Acquisition Parcels 1 and 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 4,693.66 feet North and 13,145.12 feet West thence running by azimuths measured clockwise from true South:

1. 279° 28' 169.96 feet along John A. Burn Freeway,
Interstate Highway F.A.I.P. No.
I-H3-1(39);
2. 22° 11' 50" 202.07 feet along the same to a 3/4 inch pipe;
3. 330° 46' 50" 60.08 feet along the same to a 3/4 inch pipe;
4. 6° 59' 30" 148.57 feet along the same to a 3/4 inch pipe;
5. 21° 14' 15" 103.07 feet along the same;
6. 357° 16' 30" 203.04 feet along the same;
7. 29° 00' 161.56 feet along the same;
8. 14° 47' 40" 151.33 feet along the same;
9. 350° 12' 174.76 feet along the same;
10. 328° 05' 20.00 feet along the same;
11. 58° 05' 445.15 feet along Likelike Highway (Kalihi
Tunnel Project, Kaneohe Approach
Road - Section "B", (F.A.S.P. No.
S-0630(4));
12. 143° 50' 45" 82.90 feet along R.P. 2041, L.C.Aw. 2514 to
Makaiohua;
13. 47° 50' 45" 168.30 feet along the same;
14. 332° 10' 45" 52.89 feet along the same;

15. 58° 05' 145.05 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)));
- Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being: 148°05' and the point of tangency azimuth from the radial point being: 144°55'58", with a radius of 1,090.00 feet, the chord azimuth and distance being:
16. 56° 30' 29" 59.93 feet;
- Thence along same, on a curve to the left, with the point of curvature azimuth from the radial point being: 144°55'58" and the point of tangency azimuth from the radial point being: 143°19', with a radius of 1,090.00 feet, the chord azimuth and distance being:
17. 54° 07' 29" 30.74 feet;
18. 137° 30' 69.48 feet along R.P. 2932, L.C. Aw. 7619 to Kikane;
19. 50° 00' 330.00 feet along the same;
20. 302° 00' 99.04 feet along the same;
- Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4))), on a curve to the left, with the point of curvature azimuth from the radial point being: 127°18'52" and the point of tangency azimuth from the radial point being: 126°18'56", with a radius of 1,090.00 feet, the chord azimuth and distance being:
21. 36° 48' 54" 19.00 feet;
22. 133° 00' 273.12 feet along R.P. 2038, L.C. Aw. 4490 to Kawelau;

23. 214° 20' 2,045.21 feet along Lot 1-A of DOFAW Acquisition Parcels 1 and 2, along the remainder of R.P. 7984, R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama, along the remainder of Lot 1-B (Map 4) of Id. Ct. App. 1013 to the point of beginning and containing an area of 19.293 AC.

Subject, However, to the following:

1. Easement "1", Portion 4-B for roadway, underground water pipelines, electrical and telemetry lines purposes, as shown on Document No. 92-028290.
2. Easement "D", Portion 4-B of Land Court Application 1013 as shown on Map 4.
3. Parcel 25-A, Portion 4-B (Kalihi Tunnel Project, Kaneohe Approach Road - Section "A") for drainage system, to construct, cut and/or fill and maintain a slope purposes.
4. Parcel 3-A of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
5. Portion of Parcel 1-B, 1st Portion 4-B & 2nd Portion 4-B of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
6. Easement "3", Portion 4-B (10 feet wide) for underground drain lines to a gully purposes, as shown on Document No. 92-028290.
7. Easement "4", Portion 4-B (10 feet wide) for underground drain lines to a gully purposes, as shown on Document No. 92-028290.

8. Restriction of access into and from John A. Burns Freeway (Interstate Highway, Federal Aid Interstate Project Number I-H3-1(39)) over and across courses 1 to 10, inclusive, of the above described parcel of land.
9. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across courses 11, 15, 16, and 21 of the above described parcel of land.



Descriptions Prepared By:

 Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004
(1)4-5-025: Portion of 008

-PARCEL FOURTH:-

Being a portion of the land(s) conveyed by Commissioner's Deed dated January 30, 1998, by and between Joseph M. Toy, as Commissioner, duly appointed as set forth therein, as Grantor, and KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, as Grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 2435780, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 98-013274.

DOFAW ACQUISITION PARCEL 3

PARCEL 3

Being a portion of Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095;

Being portions of
Royal Patent 7984, Land Commission Award 4452,
Apana 13 To H. Kalama (Certificates of Boundaries No. 100);
Deed: Minister of Interior to Charles C. Harris Dated March 24, 1876,
Recorded in Liber 45 at Page 286;
Deed: Kamehameha IV to David Watson Dated December 29, 1862,
Recorded in Liber 16 at Page 127;
Grant 196 to Maunahina;
Royal Patent 2530, Land Commission Award 2574, Apana 2 to Hewahewanui

Situated at Luluku, Kahuauli, Kuou, Hooleinaiwa,
Waikalua-Loko, Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning at the Southeast corner of this parcel of land, being also the Northwest corner of Parcel 1 Koolau Golf Course as shown on DPP File No. 2002/SUB 209, on the Southwest side of John A. Burns Freeway (Interstate Highway, Project No. I-43-1(39)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kailua" being 1,425.95 feet South and 10,754.81 feet West thence running by azimuths measured clockwise from true South:

1. 31° 40' 15" 146.98 feet along Parcel 1 Koolau Golf Course
as shown on DPP File No. 2002/SUB
209, along Kaneohe Forest
Reserve, along the remainder of
R.P. 7984, L.C. Aw. 4452, Ap. 13
to H. Kalama (Certificate of
Boundaries No. 100) to a 1/2-inch
Pipe;
2. 31° 40' 15" 211.58 feet along the same to a 2-inch Bull
Pipe;
3. 101° 03' 317.10 feet along Parcel 1 Koolau Golf Course
and Parcel 2 as shown on DPP File
No. 2002/SUB 209, along Kaneohe
Forest Reserve, along the
remainder of R.P. 7984, L.C. Aw.
4452, Ap. 13 to H. Kalama
(Certificate of Boundaries No.
100) to a 1/2-inch Pipe;

4. 106° 20' 128.00 feet along Parcel 2 as shown on DPP File No. 2002/SUB 209, along Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama (Certificate of Boundaries No. 100) to a 1/2-inch Pipe;

5. 123° 30' 598.10 feet along Parcel 2 as shown on DPP File No. 2002/SUB 209, along Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama (Certificate of Boundaries No. 100), along the remainder of Deed: Minister of Interior to Charles C. Harris;

6. 123° 30' 45" 246.37 feet along Kaneohe Portal, along Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris;

7. 81° 03' 30" 360.37 feet along Kaneohe Portal, along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris;

- Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: 261°03'30" and the point of tangency azimuth from the radial point being: 207°46', with a radius of 510.00 feet, the chord azimuth and distance being:

8. 144° 24' 45" 457.44 feet;

9. 117° 46' 448.07 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)));

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 27°46' and the point of tangency azimuth from the radial point being: 48°23'32", with a radius of 940.00 feet, the chord azimuth and distance being:

10. 128° 04' 46" 336.56 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 48°23'32" and the point of tangency azimuth from the radial point being: 51°04'28", with a radius of 940.00 feet, the chord azimuth and distance being:

11. 139° 44' 44.00 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 51°04'28" and the point of tangency azimuth from the radial point being: 90°53'30", with a radius of 940.00 feet, the chord azimuth and distance being:

12. 160° 58' 59" 640.18 feet;

13. 180° 53' 30" 9.67 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)));

14. 180° 53' 30" 44.00 feet along the same;

15. 180° 53' 30" 303.93 feet along the same;

Thence the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $270^{\circ}53'30''$ and the point of tangency azimuth from the radial point being: $262^{\circ}06'30''$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

16. $176^{\circ} 30'$ 162.34 feet;

Thence the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $262^{\circ}06'30''$ and the point of tangency azimuth from the radial point being: $259^{\circ}43'30''$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

17. $170^{\circ} 55'$ 44.09 feet;

Thence the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $259^{\circ}43'30''$ and the point of tangency azimuth from the radial point being: $239^{\circ}45'$, with a radius of 1,060.00 feet, the chord azimuth and distance being:

18. $159^{\circ} 44' 15''$ 367.68 feet;

19. $149^{\circ} 45'$ 670.02 feet along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)));

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: $239^{\circ}45'$ and the point of tangency azimuth from the radial point being: $75^{\circ}43'30''$, with a radius of 970.00 feet, the chord azimuth and distance being:

20. $157^{\circ} 44' 15''$ 269.58 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 75°43'30" and the point of tangency azimuth from the radial point being: 78°19'30", with a radius of 970.00 feet, the chord azimuth and distance being:

21. 167° 01' 30" 44.01 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 78°19'30" and the point of tangency azimuth from the radial point being: 92°46'26", with a radius of 970.00 feet, the chord azimuth and distance being:

22. 175° 32' 58" 243.97 feet;

23. 316° 54' 152.91 feet along John A. Burns Freeway (Interstate Highway F.A.I.P. No. I-H3-1(39));

24. 311° 02' 166.18 feet along the same;

25. 275° 40' 242.90 feet along the same;

26. 257° 52' 211.75 feet along the same;

27. 246° 14' 20" 252.96 feet along the same;

28. 269° 59' 110.03 feet along the same;

29. 352° 28' 30" 760.28 feet along the same;

30. 335° 20' 30" 677.93 feet along the same;

31. 279° 53' 80.00 feet along the same;

32. 329° 11' 132.19 feet along the same;

33. 330° 30' 19.47 feet along the same;

Thence along the same on a curve to the left, with the point of curvature azimuth from the radial point being: 56°49'54" and the point of tangency azimuth from the radial point being: 55°30'06", with a radius of 3,375.00 feet, the chord azimuth and distance being:

34. 326° 10' 78.34 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 55°30'06" and the point of tangency azimuth from the radial point being: 46°22', with a radius of 3,375.00 feet, the chord azimuth and distance being:

35. 320° 56' 03" 537.53 feet;

36. 316° 22' 1,828.12 feet along John A. Burns Freeway (Interstate Highway F.A.I.P. No. I-H3-1(39));

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 46°22' and the point of tangency azimuth from the radial point being: 39°00'01", with a radius of 2,675.00 feet, the chord azimuth and distance being:

37. 312° 41' 00.5" 343.68 feet to the point of beginning and containing an area of 95.775 AC.

Subject, However, to the following:

1. Drain Easement "1" (Revision 1).
2. HECO Powerlines "B" Easement, Portion 3 (75 feet wide) for electric utility, as shown on Hawaiian Electric Company Map 1956-120E.
3. HECO Power Line Easement, Portion 3 (50 feet wide) for electric transmission line, a perpetual right and easement for utility and incidentals purposes as shown on Hawaiian Electric Company Map 68-38D.

4. Parcel 1-D of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
5. Parcel 1-E, Portion 3 of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
6. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across courses 8 to 10, inclusive, 12 to 13, 15 to 16, 18 to 20 inclusive, and 22, of the above described parcel of land.
7. Restriction of access into and from John A. Burns Freeway (Interstate Highway, Federal Aid Interstate Project Number I-H3-1(39)) over and across courses 23 to 30, inclusive, and 35 to 37, inclusive, of the above described parcel of land.
8. Restriction of access, with access permitted for underpass use only, into and from John A. Burns Freeway (Interstate Highway, Federal Aid Interstate Project Number I-H3-1(39)) over and across courses 31 to 34, inclusive, of the above described parcel of land.



Descriptions Prepared By:



Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1) 4-5-041: Parcel 001

-PARCEL FIFTH:-

Being the land conveyed by Limited Warranty Deed dated February 10, 2009, by and between First Presbyterian Church of Honolulu, a Hawaii nonprofit corporation, as Grantor, and KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, as Grantee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-042152.

DOFAW ACQUISITION PARCEL 4

PARCEL 4

Being all of Parcel 2 as shown on
Consolidation of Parcels 01 and 06 of
Tax Map Plat 4-5-042
and Subdivision of Said Consolidation
into Parcel 1 Koolau Golf Course and Parcel 2
(DPP File No. 2002/SUB 209)

Being a portion Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095;

Being also portions of Royal Patent 7984, Land Commission Award 4452,
Apana 13 to H. Kalama (Certificates of Boundaries No. 100);
Royal Patent 7983, Land Commission Award 4452, Apana 12 to H. Kalama
(Certificate of Boundaries No. 101);

Deed: Minister of Interior to Charles C. Harris (Dated March 24, 1876,
Recorded in Liber 45 at Page 286);
and Land Patent 8263, Mahele Award 51, Apana 1 to Haole

Situated Kaneohe and Kalaheo, Kaulekola, Kionaole,
Kaeleuli, Kailua, Koolaupoko, Island of Oahu, Hawaii

Beginning at a 2-1/2" pipe in a six-foot concrete square base being
Government Survey Triangulation Station "PALI" on the top ridge on Koolau
Range separating Kailua to the North and the Ili of Luakaha, Nuuanu, Honolulu,
at the Southeasterly corner of this parcel of land, the coordinates of said
point of beginning referred to Government Survey Triangulation Station
"KAILUA" being 5,977.62 feet South and 6,563.14 feet West thence running by
azimuths measured clockwise from true South:

Along the top ridge of Koolau
Range, along the Honolulu
Watershed Forest Reserve, for the
next two (2) courses, the direct
azimuths and distances to points
on said Koolau Range being:

- | | | | | |
|----|------|---------|----------------|---|
| 1. | 98° | 30' | 5,350.80 feet; | |
| 2. | 160° | 53' 40" | 3,177.96 feet; | |
| 3. | 228° | 39' 30" | 698.21 feet | along Lot 1-B of DOFAW
Acquisition Parcels 1 & 2, along
the remainder of Kaneohe Forest
Reserve, along the remainder of
Deed: Minister of Interior to
Charles C. Harris; |

- | | | | | | |
|---|------|-----|-----|--------------|--|
| 4. | 271° | 15' | 25" | 210.00 feet | along Kaneohe Portal, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama; |
| 5. | 214° | 00' | | 510.22 feet | along the same to a half inch pipe; |
| 6. | 303° | 30' | | 598.10 feet | along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama to a half inch pipe; |
| 7. | 286° | 20' | | 128.00 feet | along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama to a half inch pipe; |
| 8. | 281° | 03' | | 135.27 feet | along the same; |
| <p>Thence along an irregular line following the Southerly Perimeter of Koolau Golf Course, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama, for the next four (4) courses, the direct azimuths and distances to points on said Southerly Perimeter being:</p> | | | | | |
| 9. | 12° | 18' | | 293.00 feet; | |
| 10. | 311° | 06' | | 385.00 feet; | |
| 11. | 330° | 11' | | 790.00 feet; | |
| 12. | 275° | 35' | | 903.00 feet; | |

Thence along an irregular line following the Southerly Perimeter of Koolau Golf Course, along the remainders of Kaneohe Forrest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama, along the remainder of Deed: Minister of Interior to Charles C. Harris, the direct azimuths and distances to points on said Southerly Perimeter being:

13. 308° 19' 730.00 feet;

Thence along an irregular line following the Southerly Perimeter of Koolau Golf Course, along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris, for the next four (4) courses, the direct azimuths and distances to points on said Southerly Perimeter being:

14. 290° 46' 579.00 feet;

15. 265° 24' 766.00 feet;

16. 282° 00' 450.00 feet;

17. 297° 30' 391.00 feet;

Thence along an irregular line following the Southerly Perimeter of Koolau Golf Course, along the remainder of Kaneohe Forest Reserve, along the remainder of Deed: Minister of Interior to Charles C. Harris, along the remainder of R.P. 7983, L.C. Aw. 4452, Apana 12 to H. Kalama, the direct azimuths and distances to points on said Southerly Perimeter being:

18. 285° 00' 440.00 feet;

Thence along an irregular line following the Southerly Perimeter of Koolau Golf Course, along the remainder of R.P. 7983, L.C. Aw. 4452, Apana 12 to H. Kalama, for the next six (6) courses, the direct azimuths and distances to points on said Southerly Perimeter being:

19. 336° 23' 386.00 feet;

20. 299° 00' 202.00 feet;

21. 263° 00' 100.00 feet;

22.	212°	33'	173.00 feet;
23.	236°	00'	107.00 feet;
24.	229°	00'	301.26 feet;

Thence along Kionaole Road (Old Pali Road), on a curve to the left, with the point of curvature azimuth from the radial point being: 43°00'33" and the point of tangency azimuth from the radial point being: 328°02', with a radius of 68.39 feet, the chord azimuth and distance being:

25.	275°	31'	16.5"	83.25 feet;
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26.	238°	02'	45.21 feet	along Kionaole Road (Old Pali Road);
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Thence along the same, on a curve to the right with a radius of 10.00 feet, the chord azimuth and distance being:

27.	292°	20'	30"	16.24 feet;
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28.	346°	39'	6.99 feet	along Kionaole Road (Old Pali Road);
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Thence along the same, on a curve to the left with a radius of 362.75 feet, the chord azimuth and distance being:

29.	342°	38'	15"	50.77 feet;
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30.	338°	37'	30"	20.06 feet	along Kionaole Road (Old Pali Road);
-----	------	-----	-----	------------	--------------------------------------

Thence along the same, on a curve to the left with a radius of 202.43 feet, the chord azimuth and distance being:

31.	323°	21'	45"	106.58 feet;
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32.	308°	06'	19.69 feet	along Kionaole Road (Old Pali Road);
-----	------	-----	------------	--------------------------------------

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $38^{\circ}06'$ and the point of tangency azimuth from the radial point being: $356^{\circ}15'10''$, with a radius of 235.49 feet, the chord azimuth and distance being:

33. $287^{\circ} 10' 35''$ 168.20 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $356^{\circ}14'50''$ and the point of tangency azimuth from the radial point being: $230^{\circ}09'30''$, with a radius of 62.54 feet, the chord azimuth and distance being:

34. $203^{\circ} 12' 10''$ 111.49 feet;

35. $140^{\circ} 09' 30''$ 48.27 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the right with the point of curvature azimuth from the radial point being: $50^{\circ}09'30''$ and the point of tangency azimuth from the radial point being: $77^{\circ}19'50''$, with a radius of 201.56 feet, the chord azimuth and distance being::

36. $153^{\circ} 44' 40''$ 94.70 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: $124^{\circ}13'40''$ and the point of tangency azimuth from the radial point being: $145^{\circ}13'30''$, with a radius of 118.40 feet, the chord azimuth and distance being:

37. $224^{\circ} 43' 35''$ 43.15 feet;

38. $235^{\circ} 13' 30''$ 13.38 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the left with a radius of 109.77 feet, the chord azimuth and distance being:

39. 215° 18' 74.82 feet;

40. 195° 22' 30" 69.26 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the right with a radius of 82.75 feet, the chord azimuth and distance being:

41. 216° 14' 15" 58.94 feet;

42. 237° 06' 5.12 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the right with a radius of 48.33 feet, the chord azimuth and distance being:

43. 264° 47' 44.91 feet;

44. 292° 28' 50.86 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 202°28' and the point of tangency azimuth from the radial point being: 254°45'30", with a radius of 47.35 feet, the chord azimuth and distance being:

45. 318° 36' 45" 41.73 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 74°45'30" and the point of tangency azimuth from the radial point being: 34°21'30", with a radius of 212.32 feet, the chord azimuth and distance being:

46. 324° 33' 30" 146.63 feet;

47.	304°	21'	30"	57.54 feet	along Kionaole Road (Old Pali Road);
48.	34°	21'	30"	35.00 feet	along the remainder of Kaneohe Forest Reserve, along the remainders of L.P. 8263, M. Aw. 51 Ap. 1 to Haole and and Deed: Minister of Interior to C. C. Harris, March 24, 1876, Liber 45, Page 286 to a pipe;
49.	304°	21'	30"	65.00 feet	along the same to a pipe;
50.	214°	21'	30"	35.00 feet	along the same to a pipe;
51.	304°	21'	30"	6.00 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the right with a radius of 198.55 feet, the chord azimuth and distance being:
52.	316°	52'	30"	86.06 feet;	
53.	329°	23'	30"	153.70 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the right with a radius of 94.94 feet, the chord azimuth and distance being:
54.	345°	47'	15"	53.60 feet;	
55.	2°	11'		31.85 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the left with a radius of 469.84 feet, the chord azimuth and distance being:
56.	357°	52'		70.73 feet;	
57.	353°	33'		159.22 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the left with a radius of 236.20 feet, the chord azimuth and distance being:
58.	344°	48'	45"	71.76 feet;	

59.	336°	04'	30"	92.38 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the right with a radius of 134.46 feet, the chord azimuth and distance being:
60.	354°	57'	15"	87.02 feet;	
61.	13°	50'		240.38 feet	along Kionaole Road (Old Pali Road);
					Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 103°50' and the point of tangency azimuth from the radial point being: 64°34'40", with a radius of 93.11 feet, the chord azimuth and distance being:
62.	354°	12'	20"	62.55 feet	to a half inch pipe;
63.	75°	20'		20.00 feet	along Catonier & Quarry Site (C.S.F. 2837), along the remainders of L.P. 8263, M. Aw. 51, Ap. 1 to Haole, along the remainder of Deed: Minister of Interior to Charles C. Harris to a three-quarter inch pipe;
64.	349°	30'		164.50 feet	along the same to a half inch pipe;
65.	256°	20'		450.00 feet	along the same;
66.	214°	15'		153.00 feet	along the same;
67.	105°	00'		144.00 feet	along the same to a half inch pipe;
68.	196°	37'		215.90 feet	along Kionaole Road (Old Pali Road) to a half inch pipe;
					Thence along the same, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
69.	271°	22'	30"	38.59 feet	to a half inch pipe;
70.	346°	08'		163.83 feet	along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the left with a radius of 160.00 feet, the chord azimuth and distance being:

71. 329° 04' 93.91 feet;

72. 312° 00' 73.88 feet along Kionaole Road (Old Pali Road);

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 42°00' and the point of tangency azimuth from the radial point being: 358°19'50", with a radius of 155.00 feet, the chord azimuth and distance being:

73. 290° 09' 55" 115.30 feet;

74. 75° 32' 76.11 feet along Pali Highway (F.A.S.P. No. S-216(5));

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 165°32' and the point of tangency azimuth from the radial point being: 155°46'14", with a radius of 637.10 feet, the chord azimuth and distance being:

75. 70° 39' 07" 108.43 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 155°46'14" and the point of tangency azimuth from the radial point being: 151°39'46", with a radius of 490.16 feet, the chord azimuth and distance being:

76. 63° 43' 35.13 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $151^{\circ}39'46''$ and the point of tangency azimuth from the radial point being: $141^{\circ}54'$, with a radius of 637.10 feet, the chord azimuth and distance being:

- | | | | | |
|-----|---------------|-------|--------|--|
| 77. | 56° | $46'$ | $53''$ | 108.43 feet; |
| 78. | 51° | $54'$ | | 50.03 feet along Pali Highway (F.A.S.P. No. S-216(5)); |
| 79. | 141° | $54'$ | | 25.00 feet along the same; |
| 80. | 51° | $54'$ | | 228.37 feet along the same; |
| 81. | 321° | $54'$ | | 25.00 feet along the same; |
| 82. | 51° | $54'$ | | 66.70 feet along the same; |

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: $321^{\circ}54'$ and the point of tangency azimuth from the radial point being: $335^{\circ}37'56''$, with a radius of 506.75 feet, the chord azimuth and distance being:

- | | | | | |
|-----|--------------|-------|--------|--------------|
| 83. | 58° | $45'$ | $58''$ | 121.16 feet; |
|-----|--------------|-------|--------|--------------|

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: $335^{\circ}37'56''$ and the point of tangency azimuth from the radial point being: $344^{\circ}56'04''$, with a radius of 367.24 feet, the chord azimuth and distance being:

84. 70° 17' 59.56 feet;

Thence along the same, on a curve to the right, with the point of curvature azimuth from the radial point being: 344°56'04" and the point of tangency azimuth from the radial point being: 358°40', with a radius of 506.75 feet, the chord azimuth and distance being:

85. 81° 48' 02" 121.16 feet;

86. 178° 40' 298.34 feet along Pali Highway (F.A.S.P. No. S-216(5));

87. 88° 40' 468.25 feet along the same;

88. 358° 40' 330.00 feet along the same;

89. 63° 55' 23.62 feet along the same;

90. 100° 00' 25.84 feet along the same;

91. 68° 00' 52.35 feet along the same;

92. 43° 00' 53.06 feet along the same;

93. 63° 55' 347.54 feet along the same;

Thence along the same, on a curve to the left with a radius of 1,332.27 feet, the chord azimuth and distance being:

94. 59° 16' 216.01 feet;

95. 54° 37' 205.74 feet along Pali Highway (F.A.S.P. No. S-216(5));

96. 324° 37' 50.00 feet along the same;

97. 54° 37' 80.41 feet along the same;

98. 99° 30' 14.02 feet along the same;

99. 108° 20' 30" 136.21 feet along the same;

100. 17° 30' 47.82 feet along the same;

101. 113° 22' 364.27 feet along the same to the point of beginning and containing an area of 422.400 acres more or less.

Subject, However, to the following:

1. Restriction of vehicular access into and from Pali Highway (Federal Aid Secondary Project Number S-216(5)) over and across courses 74 to 101, inclusive, of the above described parcel of land.
2. HECO Power Line Easement 54-159, 1st Portion 4 and 2nd Portion 4 (25 feet wide) (Liber 2972, Page 78) as shown on Hawaiian Electric Company Map 1954-159
3. HECO Power Line Easement 62-41, 1st Portion 4 and 2nd Portion 4 (75 feet wide) (Liber 4449, Page 37) as shown on Hawaiian Electric Company Map 62-41
4. HECO Power Line Easement E-2 (Recording No. 2009-042152) as shown on DPP File No. 2002/SUB 209



Descriptions Prepared By:

 Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1) 4-5-042: Parcel 018

-ITEM II:-

-PARCEL FIRST:-

DOFAW ACQUISITION PARCELS 1 AND 2

**PORTION OF ROYAL PATENT 2932,
LAND COMMISSION AWARD 7619 TO KIKANE**

Situated at Luluku, Kaneohe, Koolauapoko
Island of Oahu, Hawaii

Beginning on at the Northeast corner of land, also being the Southeasterly Corner of Lot 4-B of DOFAW Acquisition Parcels 1 and 2, on the Northwest side of Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4))), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 3,047.12 feet North and 13,871.76 feet West thence running by azimuths measured clockwise from true South:

Along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4))), on a curve to the left, with the point of curvature azimuth from the radial point being: $143^{\circ}19'$ and the point of tangency azimuth from the radial point being: $142^{\circ}37'10''$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

1. $52^{\circ} 58' 05''$ 13.26 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: $142^{\circ}37'10''$ and the point of tangency azimuth from the radial point being: $127^{\circ}18'52''$, with a radius of 1,090.00 feet, the chord azimuth and distance being:

2. $44^{\circ} 58' 01''$ 290.30 feet;

3. $122^{\circ} 00'$ 99.04 feet along Lot 4-B of DOFAW Acquisition Parcels 1 & 2, along R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;

4. $230^{\circ} 00'$ 330.00 feet along the same;

5. $317^{\circ} 30'$ 69.48 feet along the same to the point of beginning and containing an area of 0.549 AC.

Subject, However, to the following:

1. Parcel 1-B", Portion 2932 of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
2. Easement "3", Portion 2932 (10 feet wide) for underground drain lines to a gully purposes, as shown on Document No. 92-028290.
3. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across course 2 of the above described portion of land.



Descriptions Prepared By:



Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

-PARCEL SECOND:-

DOFAW ACQUISITION PARCELS 1 AND 2

**PORTION OF ROYAL PATENT 2038,
LAND COMMISSION AWARD 4490
TO KAWELAU**

Being a portion of Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095

Situated Luluku, Kahuauli, Kuou, Hooleinaiwa,
Waikalua-Loko, Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on at the South corner of this land, on the Northwest side of Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,580.86 feet North and 14,231.33 feet West thence running by azimuths measured clockwise from true South:

1. 134° 00' 106.96 feet along Lot 2-B of DOFAW Acquisition Parcels 1 & 2, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
2. 126° 30' 247.50 feet along Lots 2-B and 3-B of DOFAW Acquisition Parcels 1 & 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
3. 206° 00' 303.60 feet along Lots 2-B, 3-B and 1-B of DOFAW Acquisition Parcels 1 & 2, along the remainder of Kaneohe Forest Reserve, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
4. 313° 00' 376.45 feet along Lots 1-B and 4-B of DOFAW Acquisition Parcels 1 & 2, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;

Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: 126°18'56" and the point of tangency azimuth from the radial point being: 125°27'54", with a radius of 1,090.00 feet, the chord azimuth and distance being:

5. 35° 53' 25" 16.18 feet;

Thence along the same, on a curve to the left, with the point of curvature azimuth from the radial point being: 125°27'54" and the point of tangency azimuth from the radial point being: 124°18'24", with a radius of 1,090.00 feet, the chord azimuth and distance being:

6. 34° 53' 09" 22.04 feet;

7. 124° 56' 14" 26.69 feet along the remainder of R.P. 2038, L.C. Aw. 4490 to Kawelau;

Thence along the same, on a curve to the right with a radius of 212.00 feet, the chord azimuth and distance being:

8. 130° 11' 14" 38.80 feet;

9. 135° 26' 14" 63.50 feet along the remainder or R.P. 2038, L.C. Aw. 4490 to Kawelau;

10. 45° 26' 14" 78.00 feet along the same;

11. 4° 45' 46.91 feet along the same;

12. 305° 10' 37.97 feet along the same;

13. 288° 10' 87.72 feet along the same;

Thence along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: 120°15'22" and the point of tangency azimuth from the radial point being: 111°58'26", with a radius of 1,090.00 feet, the chord azimuth and distance being:

14. 26° 06' 54" 157.43 feet to the point of beginning and containing an area of 1.960 AC.

Subject, However, to the following:

1. HECO Powerline "A", Portion 2038 Easement (75 feet to 300 feet wide) for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
2. Parcel 1-B, 1st Portion 2038, and 2nd Portion 2038 of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
3. Easement "1", Portion 2038 for roadway, underground water pipelines, electrical and telemetry lines purposes, as shown on Document No. 92-028290.
4. Easement "2" for underground water pipelines purposes, as shown on Document No. 92-028290.
5. Easement "3", Portion 2038 (10 feet wide) for underground drain lines to a gully purposes, as shown on Document No. 92-028290.
6. Easement "4", Portion 2038 (10 feet wide) for underground drain lines to a gully purposes, as shown on Document No. 92-028290.

7. Easement "A", for access purposes as shown on DPP File No. 2011/SUB-260.

8. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across courses 5 and 14 of the above described portion of land.



Descriptions Prepared By:

 Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

-PARCEL THIRD:-

DOFAW ACQUISITION PARCELS 1 AND 2

**PORTION OF ROYAL PATENT 2530,
LAND COMMISSION AWARD 2574 APANA 2
TO HEWAHEWANUI**

Situated at Luluku, , Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on at the Northeast corner of this land, on the West side of Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,552.37 feet North and 14,242.38 feet West thence running by azimuths measured clockwise from true South:

Along Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Road - Section "B", (F.A.S.P. No. S-0630(4)), on a curve to the left, with the point of curvature azimuth from the radial point being: 110°21'52" and the point of tangency azimuth from the radial point being: 98°57'20", with a radius of 1,090.00 feet, the chord azimuth and distance being:

1. 14° 39' 36" 216.69 feet;
2. 159° 00' 176.05 feet along Lot 2-B of DOFAW Acquisition Parcels 1 & 2, along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
3. 249° 00' 126.32 feet along the same to the point of beginning and containing an area of 0.237 AC.

Subject, However, to the following:

1. Portion of Parcel 1-B of Kalihi Tunnel Project, Kaneohe Approach Road - Section "B" for drainage system, to construct, cut and/or fill and maintain a slope purposes.
2. Restriction of vehicular access into and from Likelike Highway (Kalihi Tunnel Project, Kaneohe Approach Federal Aid Secondary Project Number S-0630(4)) over and across course 1 of the above described portion of land.
3. HECO Power Line "A" Easement, Portion 2530-2 for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.



Descriptions Prepared By:



Exp. 4/30/26

Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

-PARCEL FOURTH:-

DOFAW ACQUISITION PARCELS 1 AND 2

**PORTION OF ROYAL PATENT 2530,
LAND COMMISSION AWARD 2574 APANA 3
TO HEWAHEWANUI**

Being a portion of Kaneohe Forest Reserve
(Governor's Proclamation Dated May 2, 1938) as shown on HTS Plat 2095

Situated at Luluku, Kaneohe, Koolaupoko
Island of Oahu, Hawaii

Beginning on at the Northwest corner of this land, also being the Easterly Corner of Lot 1-B of DOFAW Acquisition Parcels 1 and 2, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,681.70 feet North and 14,828.64 feet West thence running by azimuths measured clockwise from true South:

1. 270° 00' 132.00 feet along Lots 1-B and 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve (Governor's Proclamation dated: May 2, 1938), along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
2. 0° 00' 66.00 feet along Lot 2-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve (Governor's Proclamation dated: May 2, 1938), along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;
3. 90 ° 00' 132.00 feet along Lots 2-B and 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve (Governor's Proclamation dated: May 2, 1938), along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama;

4. 180° 00'

66.00 feet along Lot 1-B of DOFAW Acquisition Parcels 1 and 2, along the remainder of Kaneohe Forest Reserve (Governor's Proclamation dated: May 2, 1938), along the remainder of R.P. 7984, L.C. Aw. 4452, Ap. 13 to H. Kalama to the point of beginning and containing an area of 0.200 AC.

Subject, However, to the following:

1. HECO Powerline "A" Easement, Portion 2530-3 for electric utility purposes, as shown on Hawaiian Electric Company Map 1956-120E.
2. Easement "B", Portion 2530-3 for water tunnel purposes as shown on DPP File No. 2011/SUB-260.



Descriptions Prepared By:

 Exp. 4/30/26

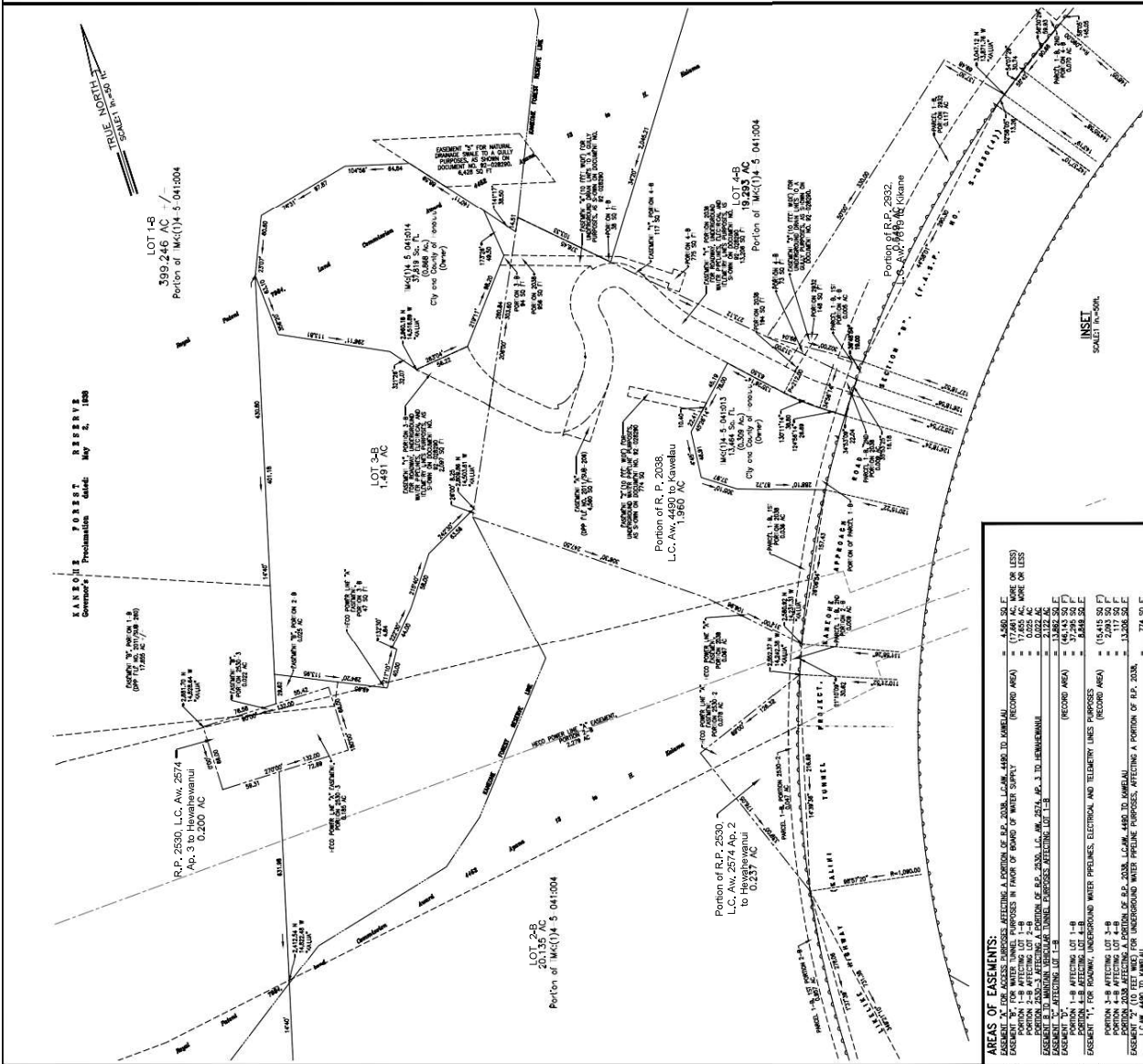
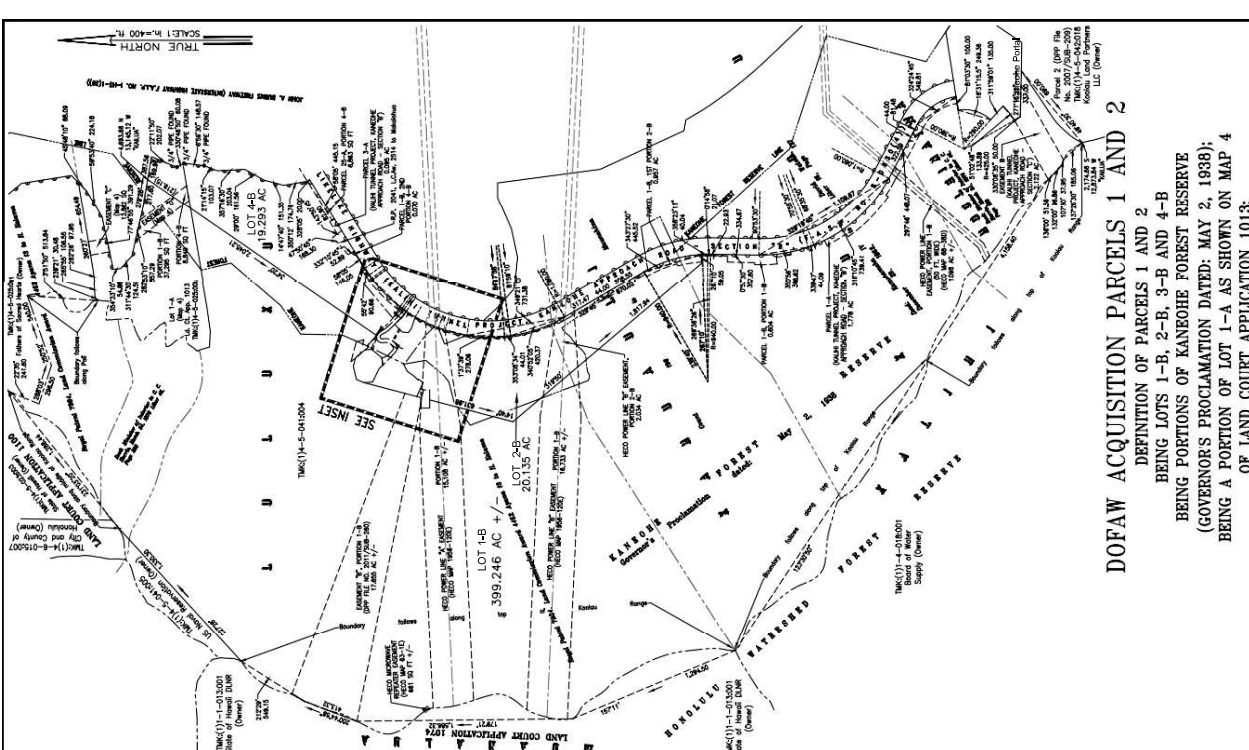
Rommel C. Ofalsa
Licensed Professional Land Surveyor
Certificate Number 10544

October 2, 2024

SOH # 22121.0

Tax Map Key: (1)4-5-041: Portion of 004

EXHIBIT "B"

[illegible]

DOFAW ACQUISITION PARCELS 1 AND 2

DEFINITION OF PARCELS 1 AND 2
BEING LOTS 1-B, 2-B, 3-B AND 4-B
BEING PORTIONS OF KANOEHE FOREST RESERVE
(GOVERNOR'S PROCLAMATION DATED: MAY 2, 1938);
BEING A PORTION OF LOT 1-A AS SHOWN ON MAP 4
OF LAND COURT APPLICATION 1013;

BEING PORTIONS OF ROYAL PATENT 7984, LAND COMMISSION AWARD 4452,
AFANA 13 TO H. KALAMA;
DEED: MINISTER OF INTERIOR TO CHARLES C. HARRIS (DATED: MARCH 24, 1876,
RECORDED IN LIBER 45 AT PAGE 286);
DEED: KAMEHAMEHA IV TO DAVID WATSON (DATED: DECEMBER 29, 1862,
RECORDED IN LIBER 16 AT PAGE 127);
GRANT 196 TO MAUNAHINA;

SITUATED LULUKU, KAHUAULI, KUOU, HOOLEINAIWA,
KANEHE, KOOLAUPOKO
ISLAND OF OAHU, HAWAII

TAX MAP KEY :	(1) 4-5-041304	TAX MAP KEY :	(1) 4-5-025008
OWNER :	KOOLAU LAND PARTNERS LLC	OWNER :	KOOLAU LAND PARTNERS LLC
SITE ADDRESS :	45-989 LIKELIKE HWY	SITE ADDRESS :	45-751 LIKELIKE HWY
	KANEHOE, HI 96744		KANEHOE, HI 96744

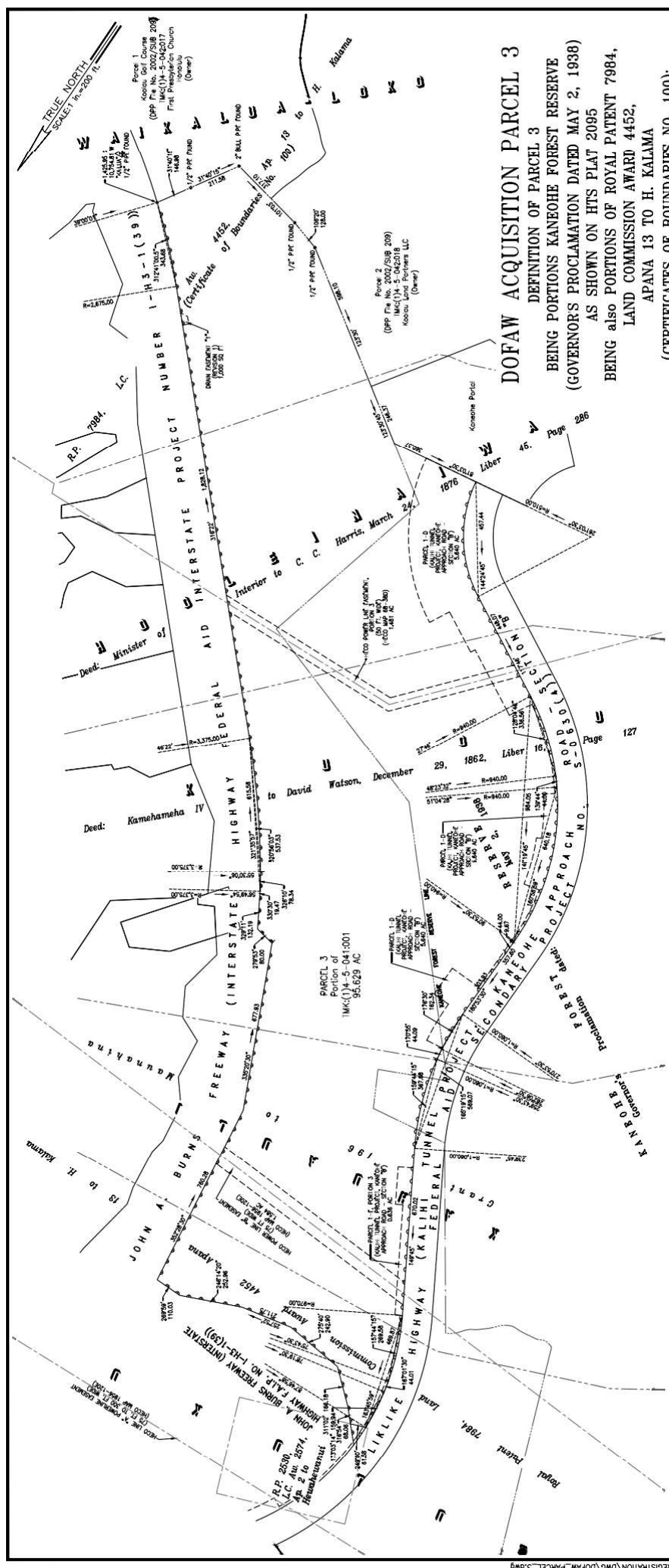
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me or under my supervision


ROMMEL C. OFALSA
Licensed Professional Land Surveyor
Certificate No. 10644
Exp. 04/20/26




 Certificate No. 10544
 Exp. 04/30/26

2000 MW-22111-0 FE/PC: MW-22086/0A 36" x 30" = 7.50 Sq. Ft. Columns: 2-20"	
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AREAS OF EASEMENTS:
1. HORIZONTAL COORDINATES AND AZIMUTHS ARE REFERENCED TO GOVERNMENT SURVEY TRIANGULATION STATION "VALU" Δ. AZIMUTHS ARE MEASURED CLOCKWISE FROM TRUE SOUTH.
2. FIELD SURVEY WORK HAS BEEN CONDUCTED BY SAM O. HIROTA, INC. ON MARCH 27 & 28, 2023. FIELD BOOKS 2087.
3. THIS MAP CONTAINS COPYRIGHTED INFORMATION BY SAM O. HIROTA, INC. 2024.

1,000 SQ. FT. = 1.584 AC
1,584 AC = 1.481 AC
1,481 AC = 5.840 AC
5.840 AC = 0.839 AC

- NOTES:
- 1. HORIZONTAL COORDINATES AND AZIMUTHS ARE REFERENCED TO GOVERNMENT SURVEY TRIANGULATION STATION "VALU" Δ. AZIMUTHS ARE MEASURED CLOCKWISE FROM TRUE SOUTH.
 - 2. FIELD SURVEY WORK HAS BEEN CONDUCTED BY SAM O. HIROTA, INC. ON MARCH 27 & 28, 2023. FIELD BOOKS 2087.
 - 3. THIS MAP CONTAINS COPYRIGHTED INFORMATION BY SAM O. HIROTA, INC. 2024.
- DENOTES ACCESS PERMITTED
--- DENOTES NO VEHICLE ACCESS PERMITTED
--- DENOTES NO ACCESS PERMITTED
--- DENOTES LIMITED ACCESS (ACCESS PERMITTED FOR UNDERPASS USE ONLY)



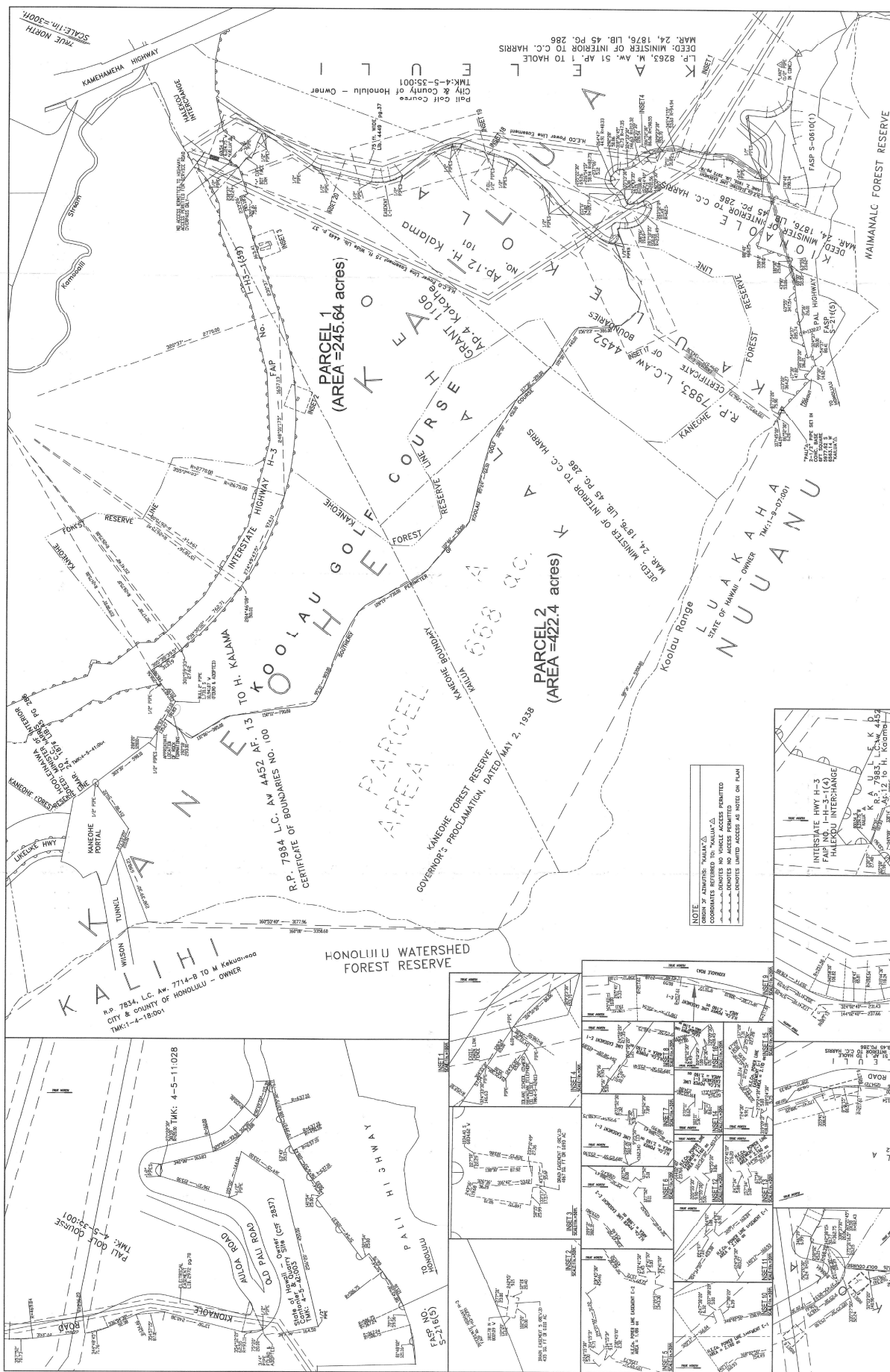
This work was prepared by me or under my supervision
ROMUEL C. OFALA
Licensed Professional Land Surveyor
Certificate No. 10044
Exp. 04/30/26

DOFAW ACQUISITION PARCEL 3

DEFINITION OF PARCEL 3
BEING PORTIONS KAMEHOE FOREST RESERVE
(GOVERNOR'S PROCLAMATION DATED MAY 2, 1938)
AS SHOWN ON HTS PLAT 2095
BEING ALSO PORTIONS OF ROYAL PATENT 7984,
LAND COMMISSION AWARD 4452,
APANA 13 TO H. KALAMA
(CERTIFICATES OF BOUNDARIES NO. 100);
DEED: MINISTER OF INTERIOR TO CHARLES C. HARRIS
DATED MARCH 24, 1876,
RECORDED IN LIBER 45 AT PAGE 286;
DEED: KAMEHAMEHA IV TO DAVID WATSON
DATED DECEMBER 29, 1862,
RECORDED IN LIBER 16 AT PAGE 127;
GRANT 196 TO MAUNAHINA

SITUATED AT LULUKU, KAHUAULI, KUOU, HOOLEINAIWA,
WAIKALUA-LOKO, KANEHOE, KOOLAUPOKO
ISLAND OF OAHU, HAWAII

TAX MAP KEY : (1) 4-5-041:001 (PORTION)
OWNER : KOOLAU LAND PARTNERS LLC
SITE ADDRESS : 45-559 LIKELIKE HWY #D
KANEHOE, HI 96744



CONSOLIDATION OF PARCELS 01 and 06 OF
TAX MAP PLAT 4-5-042
AND RESUBDIVISION OF SAID CONSOLIDATION
INTO PARCEL 1 KOOLAU GOLF COURSE AND PARCEL 2

BEING PORTIONS OF R.P. 7384, L.C. Wv. 4452 A-2, 13 TO H, KAJAMA RANT 1106, AP. 4 TO KOKANE, R.P. 7983, L.C. Wv. 4452 AP. 12 TO KAJAMA, DEED: MINISTER OF INTERIOR TO C.C.FARRIS, MAR. 24, 1876 LIB. 45, PG. 266 AND L.P. 8253, WAHELE AW. 51, AP. 1 TO HAQLE and situated between Interstate Highway 4-3 to the North, the top of Koolau Range to the South, Klonaaole Ridge to the East, and a portion of the Kaneohe Portal of the Wilson Tunnel to the West.

300 0 300 600
1 in. = 300 ft.
GRAPHIC SCALE

ELECTRICAL EASEMENT E-1 OVER AND ACROSS PARCEL 1 IN FAVOR OF THE HAWAIIAN ELECTRIC COMPANY
ELECTRICAL EASEMENT E-2 OVER AND ACROSS PARCEL 2 IN FAVOR OF THE HAWAIIAN ELECTRIC COMPANY

OWNER: First Presbyterian Church of Honolulu

ADDRESS: 45-550 Klonale Road
Kaneohe, HI 96744

Revised: July 24, 2007

END OF EXHIBIT B

EXHIBIT "C"
QUITCLAIM DEED
LOT 3

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

LOD No.	Tax Map Key No.
	(1) 4-5-041:004 (por.)

KNOW ALL MEN BY THESE PRESENTS:

2001039 4

prepared by the Survey Division, Department of Accounting and General Services, State of Hawai'i, designated as C.S.F. No. 26,082 and dated December 14, 2024 (hereafter, the "Property").

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, if any, therein and thereto.

The Grantor makes no representations or warranties whatsoever with respect to the Property.

The Grantor shall be responsible for payment of all property taxes up to the date of execution of this Quitclaim Deed.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee," as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations, partnerships, or other entities and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, KOOLAU LAND PARTNERS LLC, a Hawaii limited liability company, the Grantor herein, has caused these presents to be executed this _____ day of _____, 2025.

KOOLAU LAND PARTNERS LLC,
a Hawaii limited liability
company

By: CCL Hawaii, Ltd.,
a Hawaii corporation
Its Manager

By: _____
Name:
Its:

GRANTOR

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2025, in the First Circuit, State of Hawai'i, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument identified as the Quitclaim Deed as the free act and deed of such person(s), and if applicable in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

The foregoing instrument dated _____, 2025, and contained _____ pages at the time of this acknowledgement/certification.

Name of Notary:
Notary Public, State of Hawai'i

My commission expires: _____

EXHIBIT "A"

LOT 3

Kaneohe, Koolaupoko, Oahu, Hawaii

Being all of Lot 3 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive, Subdivision File No. 2011/SUB-260 approved May 4, 2012, comprised of the following:

1. Portion of Royal Patent 7984, Land Commission Award 4452, Apana 13 to H. Kalama.
2. Portion of Royal Patent 2038, Land Commission Award 4490 to Kawelau.

Being also a portion of Kaneohe Forest Reserve, Governor's Proclamation dated May 2, 1938.

Beginning at the northeast corner of this parcel of land, at the southeast corner of Lot 4 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive, and on the west side of Likelike Highway, Kalihi Tunnel Project, Kaneohe Approach Road - Section "B," F.A.S.P. No. S-0630(4), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAILUA" being 2,791.35 feet North and 14,140.57 feet West, thence running by azimuths measured clockwise from true South:

1. Along the west side of Likelike Highway, Kalihi Tunnel Project, Kaneohe Approach Road - Section "B," F.A.S.P. No. S-0630(4), on a curve to the left with a radius of 1090.00 feet, the chord azimuth and distanced being: 33° 43' 45" 21.97 feet;
2. Thence along the west side of Likelike Highway, Kalihi Tunnel Project, Kaneohe Approach Road - Section "B," F.A.S.P. No. S-0630(4), on a curve to the left with a radius of 1090.00 feet, the chord

azimuth and distance being: 31°
42' 14" 55.08 feet;

3. 108° 10' 87.72 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
4. 125° 10' 180.97 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
5. 75° 00' 55.00 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
6. 62° 30' 128.00 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
7. 35° 40' 58.00 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
8. 42° 30' 44.00 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land

Court Application 1013 and
Resubdivision of Said Consolidation
into Lots 1 to 4, Inclusive;

9. 312° 30" 4.84 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
10. 31° 10' 40.00 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
11. 114° 20' 113.95 feet along Lot 2 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
12. 194° 40' 401.18 feet along Lot 1 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
13. 203° 07' 60.60 feet along Lot 1 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;
14. 256° 31' 97.89 feet along Lot 1 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and

Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;

15. 284° 56' 64.84 feet along Lot 1 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;

16. 320° 11' 88.59 feet along Lot 1 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;

17. 321° 17' 198.95 feet along Lots 1 and 4 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;

18. 315° 26' 14" 153.50 feet along Lot 4 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive;

19. Thence along Lot 4 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive, on a curve to the left with a radius of 212.00 feet, the chord azimuth and distance being: 310° 11' 14"

38.80 feet;

20. 304° 56' 14" 26.69 feet along Lot 4 of the Consolidation of Remainder of Parcel 12 & 17, Lot B, Lot C, and Lot 1-A as shown on Map 4 of Land Court Application 1013 and Resubdivision of Said Consolidation into Lots 1 to 4, Inclusive, to the point of beginning containing an AREA OF 3.484 ACRES.

Vehicle access into and from Likelike Highway, Kalihi Tunnel Project, Kaneohe Approach Road - Section "B," F.A.S.P. No. S-0630(4) shall not be permitted over and across course 2 of the above-described Lot 3.

TOGETHER WITH, the following easements:

1. Portion of Easement 1 for Roadway, Underground Water Pipelines, Electrical and Telemetry Lines Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

2. Easement 3 (10-Ft. Wide) for Underground Drain Lines to a Gully Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

3. Portion of Easement 4 (10-Ft. Wide) for Underground Drain Lines to a Gully Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

4. Easement 5 for Natural Drainage Swale to a Gully Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

5. Easement A for Roadway and Water Pipelines Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

SUBJECT, HOWEVER, to the following easements:

1. Portion of Parcel 1-B of Likelike Highway, Kalihi Tunnel Project, Kaneohe Approach Road - Section "B," F.A.S.P. No. S-0630(4).

2. Portion of Easement 1 for Roadway, Underground Water Pipelines, Electrical and Telemetry Lines Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

3. Easement 2 (10-Ft. Wide) for Underground Water Pipeline Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

4. Portion of Easement 4 (10-Ft. Wide) for Underground Drain Lines to a Gully Purposes, covered by Deed and Grant of Easements: Minami Group (USA), Inc. to City and County of Honolulu dated February 20, 1992 and recorded as Document No. 92-028290.

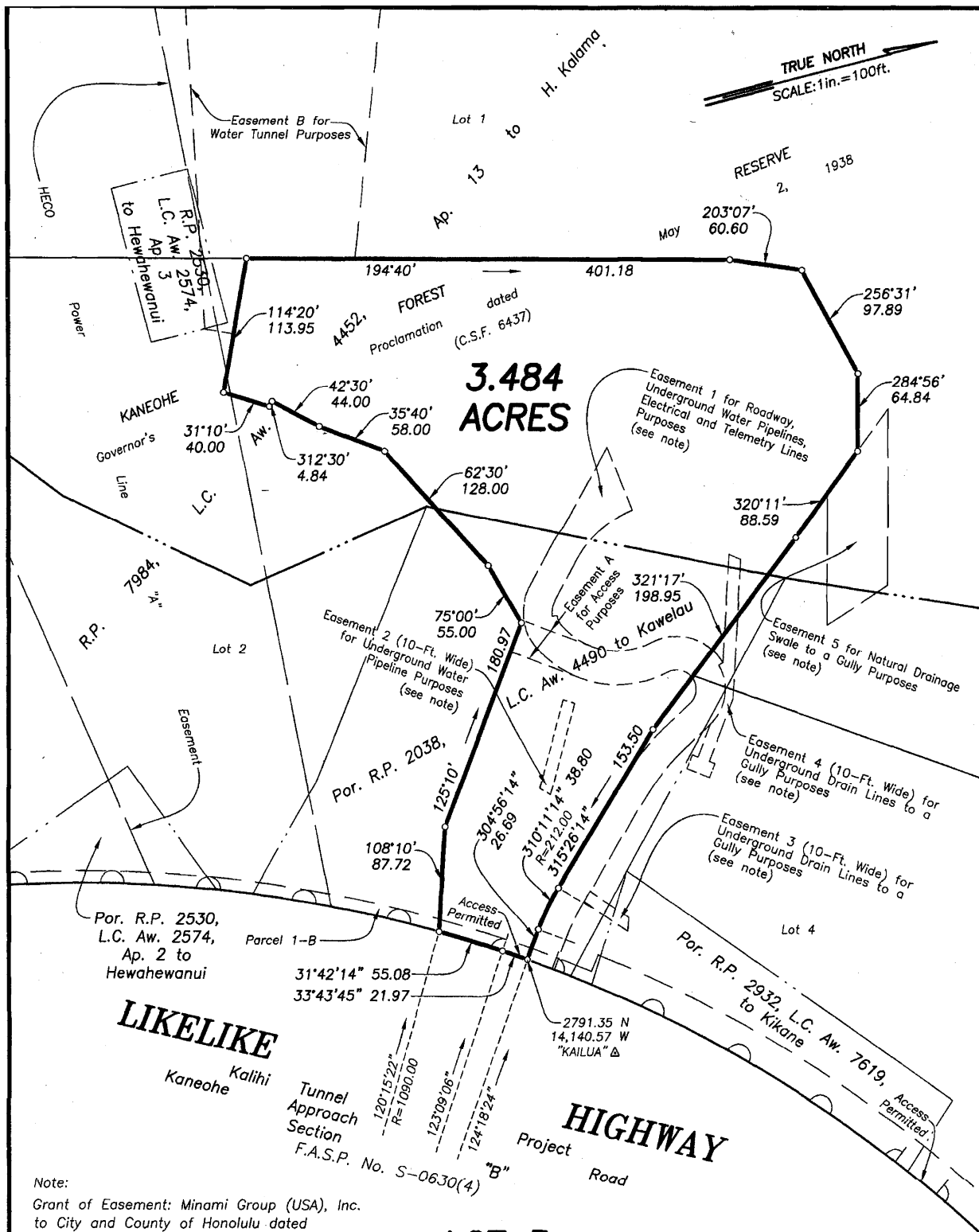
5. Portion of HECO Powerline A Easement.

6. Easement A for Access Purposes.

END OF EXHIBIT "A"

EXHIBIT "B"

Survey Map of the Property



END OF EXHIBIT "B"

Exhibit D

Purchase Sale Agreement

AGREEMENT OF SALE

This is an Agreement of Sale (“Agreement”) dated _____, 2025, between **The Trust for Public Land**, a California nonprofit public benefit corporation, authorized to do business in the State of Hawaii (“Seller”), and the **State of Hawaii**, by its Board of Land and Natural Resources (“Buyer”).

RECITALS

A. The address and telephone numbers of the parties to this Agreement are as follows: Telephone numbers are included for information only:

SELLER:

The Trust for Public Land
101 Montgomery St., Ste. 900
San Francisco, CA 94104
Attn: Tily Shue
tily.shue@tpl.org
Tel: (415) 800-5308
FAX: (415) 495-0541

Copies of any notices to Seller should also be sent to:

The Trust for Public Land
1003 Bishop St. Ste. 740
Honolulu, Hawaii 96813
Attn: Aka Wedemeyer
aka.wedemeyer@tpl.org
Tel: (808) 489-7126

BUYER:

State of Hawaii
Board of Land and Natural Resources
P.O. Box 621
Honolulu, Hawaii 96809-0621
Attn: Dawn Chang, Chairperson
dawn.chang@hawaii.gov
Tel: (808) 587-0401
FAX: (808) 587-0390

Copies of any notices to Buyer should also be sent to:

State of Hawaii
Dept. of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813
Attn: Tanya Rubenstein
tanya.rubenstein@hawaii.gov
Tel: (808) 333-6803
FAX: (808) 587-0160

B. Before the Deed Recordation, the parties expect that Seller will purchase certain real property, located on the Island of Oahu, Hawaii, comprised of the following:

1. Lot 1, 399.246 acres, more or less, as shown on the Composite Map for the 2011 Subdivision (as defined below) (“**Lot 1**”), being portions of Tax Map Key Nos. (1) 4-5-041-004 (“**Tax Parcel 4**”) and (1) 4-5-025-008 (“**Tax Parcel 8**”);

2. Lot 2, 20.135 acres, more or less, as shown on the Composite Map for the 2011 Subdivision (“**Lot 2**”), being a portion of Tax Parcel 4;

3. Lot 3, 1.491 acres, more or less, as shown on the Composite Map for the 2011 Subdivision (“**Lot 3**”), being a portion of Tax Parcel 4, and all of Tax Map Key Nos. (1) 4-5-041-013 (“**Tax Parcel 13**”) and (1) 4-5-041-014 (“**Tax Parcel 14**”);

4. Lot 4, 19.293 acres, more or less, as shown on the Composite Map for the 2011 Subdivision (“**Lot 4**”), being a portion of Tax Parcel 4 and Tax Parcel 8;

5. That certain parcel of land bearing Tax Map Key No. (1) 4-5-041-001, containing an area of 95.629 acres, more or less (“**Tax Parcel 1**”); and

6. That certain parcel of land bearing Tax Map Key No. (1) 4-5-042-018, containing an area of 422.400 acres, more or less (“**Tax Parcel 18**”).

Lot 1, Lot 2, Lot 4, Tax Parcel 1, and Tax Parcel 18 are more particularly described in Exhibit A and depicted in Exhibit B, both attached to this Agreement and made a part hereof, which exhibit the parties agree will be amended based on any updates to the PTR (as defined below) from time to time that are approved by the parties. That real property, together with all tenements, hereditaments, and appurtenances, including improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other rights, privileges, licenses, and permits owned by Seller and in any way related to or accruing to the use and benefit of that real property, excepting such rights as may have been reserved by the State of Hawai‘i, and excepting those claims arising out of rights customarily and traditionally exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawai‘i Constitution or Sections 1-1 or 7-1 of the Hawai‘i Revised Statutes, and subject to the Permitted Exceptions (as defined below) and to the matters described in Exhibit A attached hereto and made a part of, will be referred to in this Agreement as the “**Property**.”

C. Seller has entered into an option agreement with Koolau Land Partners LLC, a Hawaii limited liability company (the “Landowner”) regarding TPL’s desired acquisition of the Property, which is currently owned by Landowner (“TPL Option Agreement”). Under the TPL Option Agreement, TPL has the right, subject to certain conditions, to acquire the Property from Landowner.

D. Buyer desires to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell the Property, upon acquisition from Landowner, to Buyer and Buyer agrees to buy the Property from Seller on the terms and conditions set forth herein.

2. **Purchase Price.** The total purchase price for the Property is _____ DOLLARS (\$00.00) (the “Purchase Price”). The Purchase Price will be payable, in cash or immediately available funds, with funds on Deed Recordation, as defined in Section 7.

3. **Effective Date.** This Agreement will be effective on the date that it is signed by both parties hereto and approved as to form, legality, exceptions and reservations by the Attorney General on behalf of Buyer, as shown on the signature pages to this Agreement (the “Effective Date”).

4. **Conditions Precedent to Closing.** The parties’ respective obligations to close the purchase and sale of the Property are conditioned upon all of the following happening at least one (1) business day before the Closing (as defined in Section 7(a) below):

(a) Seller receives approval of the transaction which is the subject of this Agreement by the Seller’s Board of Directors which approval is subject to said Board’s sole discretion;

(b) Buyer has approved the title, physical, and structural condition of the Property not later than _____, 2025 (the “Review Deadline”);

(c) Buyer has approved the environmental condition of the Property by the Review Deadline, pursuant to that certain Phase I Environmental Site Assessment Report dated _____, prepared by _____, and as such report is updated;

(d) Buyer receives approval by the State of Hawaii, Board of Land and Natural Resources (“BLNR”) to enter into this Agreement and to acquire the Property, which approval is subject to the Board’s sole discretion, which approval has been received as of August 22, 2025;

(e) Buyer receives all sources of grant funding which are to be used together to purchase the Property;

(f) Seller has provided Buyer with copies of the Property Information (as defined in Section 5(a)(ii) below), provided to Seller by the Landowner and the results of Seller’s due diligence. To Seller’s actual knowledge, the Property Information contains all encumbrances, restrictions, and obligations, both recorded and unrecorded, pertaining to the Property;

(g) Seller delivers (1) original of the limited warranty deed, duly executed and acknowledged by Seller in counterpart, in the form attached hereto as Exhibit C (the “**Limited Warranty Deed**”), which Limited Warranty Deed shall convey to Buyer marketable, record, fee simple title to the Property (excluding Lot 3), subject to the Permitted Exceptions, and shall be recorded in the Bureau at the Close of Escrow; provided, however, with respect to the Kuleana Lands, the Limited Warranty Deed shall provide for a quitclaim conveyance to Buyer of all of Seller’s right, title, and interest, if any, to the Kuleana Lands, subject to the Permitted Exceptions;

(h) Seller delivers or causes to be delivered by Landowner (1) original of the quitclaim deed, duly executed and acknowledged by Landowner in

counterpart, in the form attached hereto as Exhibit D (the “**Quitclaim Deed**” and, together with the Limited Warranty Deed, the “**Deeds**”), which Quitclaim Deed shall convey to Buyer all of Landowner’s right, title, and interest, if any, to Lot 3, subject to the Permitted Exceptions, and shall be recorded in the Bureau at the Close of Escrow;

If any condition precedent is not satisfied or waived by the benefited party, Seller or Buyer may terminate this Agreement by written notice to the other party and to the Escrow Holder; in which event the Parties will have no further obligation to each other under this Agreement and Buyer will not be liable for any damages.

5. **Condition of the Property.**

(a) Buyer and Seller agree that, before the Review Deadline, as defined in Section 4(b) above:

(i) Buyer will have had the opportunity to study all aspects or circumstances of the Property which Buyer deems material or relevant;

(ii) Buyer will have received from Seller the documents described in Exhibit E attached hereto and incorporated by this reference, which sets forth Property-related information (the “Property Information”);

(iii) Buyer will have had access to the Property; and

(iv) Buyer will have had the opportunity to make all inspections and verifications which Buyer deems necessary for the completion of Buyer’s due diligence review for the transaction covered by this Agreement.

(b) Except as otherwise expressly provided in this Agreement, Buyer hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an “as is, where is” basis and that neither Seller, nor any attorney, representative, agent, or employee of Seller has made, or will make, and except for Seller’s representations and express warranties set forth in this Agreement, Seller specifically negates and disclaims, any representations, warranties, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, future, or otherwise, of, as to, concerning or with respect to the Property.

6. **Due Diligence.** Seller has provided to Buyer the Property Information and the opportunity to investigate and review a preliminary title report, the Property Information, and the physical condition of the Property, which investigation and review must be completed on or before the Review Deadline. If Buyer determines that it is dissatisfied with the condition of the Property, then Buyer may terminate this Agreement by delivering written notice to Seller on or before the Review Deadline. If Buyer fails to deliver any such written termination notice to Seller on or before the Review Deadline,

then Buyer will be deemed to have elected to proceed to close escrow and acquire the Property.

7. **Escrow and Closing.**

(a) Seller shall open an escrow (the "Escrow") with Fidelity National Title & Escrow of Hawai'i, Inc., 201 Merchant St., Suite 2100, Honolulu, HI 96813, Attn: Yvonne Ahsing, Tel: 808-380-6767 FAX 808-380-5883, Email: Yvonne.Ahsing@fnf.com (the "**Escrow Holder**") for the purpose of consummating the purchase and sale of the Property (the "Closing"). Buyer and Seller will approve and submit joint escrow closing instructions. "Deed Recordation" which is defined as the date on which the Limited Warranty Deed and Quitclaim Deed is recorded and the Purchase Price paid will occur on or before **September 30, 2025**, unless extended by agreement of the parties.

(b) Buyer and Seller must deliver (or cause to be delivered) all final, fully executed documents and all funds into Escrow at least two (2) business days before the Deed Recordation.

(c) Seller will pay 100% of any documentary tax or real property transfer tax arising out of the conveyance of the Property. Any other closing expenses, fees, and charges will be borne by the Buyer.

8. **Title.** Seller will cause the Property to be conveyed to Buyer by a Limited Warranty Deed and Quitclaim Deed as described in Sections 4.g and 4.h above (the "Deeds"), a fee simple interest in the Property described in the Limited Warranty Deed, free and clear of all monetary liens and encumbrances.

Seller will pay or cause to be paid all property taxes up to the date of recordation of the Deeds.

9. **Title Insurance.** Seller will provide a Hawaii standard coverage, owner's policy of title insurance, with regional exceptions, in the full amount of the Purchase Price, insuring that title to the Property is vested in Buyer upon Deed Recordation subject only to the exceptions noted in Section 8. Seller will pay for the cost of standard coverage. If Buyer elects to obtain any endorsements and/or an extended coverage policy, Buyer will pay the difference between Hawaii standard coverage and the increased premium for the endorsements and/or extended coverage. If Buyer or the Title Company requires a survey, the cost of the survey will be at Buyer's expense and such survey must be completed at least two (2) business days before the Deed Recordation.

10. **Seller's Promise not to Further Encumber.** Seller may not, without the prior written consent of the Buyer, make any leases, contracts, options, or agreements whatsoever affecting the Property that would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

11. **Seller's Representations.** Seller represents and warrants that:

(a) Subject to Seller's acquisition of the Property, prior to the Close of

Escrow, Seller will own and will have the power to sell the Property to Buyer,.

- (b) To Seller's actual knowledge, there is no action, suit, litigation, arbitration, or other proceeding pending or threatened that in any manner affects the Property;
- (c) Subject to the conditions precedent set forth in Section 4, Seller has full power and authority to execute and deliver this Agreement and to consummate the transactions provided herein. The persons signing this Agreement for Seller have full power and authority to sign for Seller and to bind it to this Agreement;
- (d) Seller has no knowledge of any violations of any law, order, ordinance, or regulation affecting the Property;
- (e) Seller has not received notice and has no knowledge of, any pending or threatened condemnation of all or part of the Property;
- (f) This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, and will constitute legal, valid and binding obligations of Seller, subject to the conditions precedent set forth in Section 4, and subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles affecting or limiting the rights of contracting parties generally. Neither this Agreement nor anything provided to be done under this Agreement violates or will violate any contract, document, understanding, agreement, or instrument to which Seller is a party or by which it is bound;
- (g) Seller has no actual knowledge of any unrecorded agreements affecting the Property;
- (h) Seller represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333;
- (i) Seller represents and warrants that it is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California;
- (j) Seller represents and warrants, to Seller's actual knowledge, that the Property is not subject to any investigation by any governmental authority or any judicial or administrative proceedings alleging the material violation of or liability under any hazardous materials law, or any outstanding written order or agreement with any governmental authority or private party

relating to any hazardous materials laws or hazardous materials claims;

- (k) Seller agrees to disclose to Buyer all material findings regarding the condition of the Property that Seller may discover and are not contained in the preliminary title report delivered to Buyer.

12. **Buyer's Representation.** Buyer represents and warrants that subject to approval by the Board of Land and Natural Resources ("BLNR"), which approval is at its sole discretion, Buyer has all the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

13. **Risk of Loss.** All risk of loss will remain with Seller until Deed Recordation. If the Property is destroyed or damaged after the Effective Date of this Agreement and before Deed Recordation, then Buyer or Seller may, at their option elect to terminate this Agreement with no damages accountable to Buyer.

14. **Notices.** All notices pertaining to this Agreement will be in writing delivered to the parties hereto by facsimile or email transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepared, at the addresses set forth in Recital A. All notices will be deemed given: (a) if sent by mail, when deposited in the mail, first class postage prepared, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by email or facsimile, when transmitted; provided the sender receives no indication the transmittal was unsuccessful. The parties may, by notice as provided above, designate a different address for notices.

15. **Remedies Upon Default.** If Buyer or Seller defaults in the performance of any of their respective obligations under this Agreement, then the non-defaulting party will, in addition to any and all other remedies provided in this Agreement or by law or in equity, have the right of specific performance against the defaulting party.

16. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. Each party further represents that it has not and will not pay or receive a broker's commission or finders' fee for this transaction. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

17. **Time of the Essence; Dates.** Time is of the essence to this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, then such date will be deemed to be the succeeding day on which the public agencies and major banks are open for business.

18. **Binding on Successors.** Subject to approval by the BLNR and the Seller's Board of Directors, which approvals are at each Board's sole discretion, this Agreement will be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

19. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

20. **Additional Documents to be Provided by Seller to Buyer.** Seller agrees to provide to Buyer or Escrow Holder before the Deed Recordation a resolution of the Board of Directors of Seller authorizing the transaction contemplated by this Agreement, the execution, delivery, and performance of this Agreement, any other obligation of Seller contemplated by this Agreement, and authorizing the person who will sign this Agreement to do so on behalf of Seller.

21. **Assignment.** Buyer may not assign its interests under this Agreement without the written consent of Seller.

22. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver and agreeable to both parties.

23. **Counterparts.** This Agreement may be executed in counterparts; each of which will be deemed an original and which together will constitute one and the same agreement.

24. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance will nonetheless be of full force and effect.

25. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Hawai'i.

26. **Survival of Close of Escrow.** All representations, warranties, covenants, conditions, agreements, and other obligations set forth in this Agreement will survive the Closing and Deed Recordation and will not merge therein unless specifically stated otherwise in this Agreement.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

SELLER:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: _____
Tily Shue
Senior Counsel and Legal Director

Date: _____, 2025

BUYER:

STATE OF HAWAII

By: _____
Name: DAWN N.S. CHANG
Chairperson,
Board of Land and Natural Resources

Approved by the Board of Land and Natural
Resources at its meeting held
on August 22, 2025.

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

Name: TINA M. TSUCHIYAMA
Deputy Attorney General

Exhibit A

Legal Description

DRAFT

Exhibit B

Map of Property

DRAFT

Exhibit C

Limited Warranty Deed

DRAFT

Exhibit D

Quitclaim Deed

DRAFT

Exhibit E

Property Information (Incorporated by Reference)

LAND COURTREGULAR SYSTEM

Return by Mail (X) Pick up () To:

Prepared by & Return to:
 Naval Facilities Engineering Systems Command Hawaii
 Director of Real Estate
 400 Marshall Road, Building X-11
 JBPHH, HI 96860-3139

Total number of Pages: 15

TMK Parcels: (1) 4-5-041:004; (1) 4-5-025:008 ("Remainder of Parcel 12 and 17"); (1) 4-5-041:001; (1) 4-5-042:018

RESTRICTIVE USE EASEMENT

THIS GRANT OF RESTRICTIVE USE EASEMENT ("Grant of Easement") made this _____ day of _____, 2025, by and between The Trust for Public Land, a California nonprofit public benefit corporation, duly qualified to do business in Hawaii and having an address at 23 Geary Street, Suite 1000, San Francisco, CA 94104, as **Grantor** ("**Grantor**"), and the UNITED STATES OF AMERICA, acting by and through the Department of the Navy ("Navy"), Naval Facilities Engineering Systems Command Hawaii (NAVFACSYSCOM HI), JBPHH, HI 96860, as **Grantee**, and its successors and assigns ("**Grantee**").

WHEREAS, this instrument is based upon a form that sometimes assumes there are multiple **Grantors** and multiple **Grantees**. In the event that this assumption is wrong for this instrument, then, as appropriate, any provision assuming multiple **Grantors** or **Grantees** shall be interpreted to mean only one **Grantor** or **Grantee**, as the case may be; and

WHEREAS, the **Grantor** owns in fee simple approximately 956.849 acres, more or less, of certain real property in Kaneohe, Hawaii, and more particularly described in Exhibit A, attached hereto and made a part hereof, which was conveyed to the **Grantor** by Koolau Land Partners LLC/KLP, by that certain General Warranty Deed dated of even date herewith and intended to be recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau of Conveyances") and filed with the Assistant Registrar of the Land Court of the State of Hawaii, as necessary, immediately prior to recordation of this Grant of Easement. The four parcels of land together comprise (the "Property"). The Property is identified on Tax Map Key (TMK) designations: Parcels 1- 2 TMK (1) 4-5-041:004 (portion) and TMK (1) 4-5-025:008 consists of approximately 457.226 acres, Parcel 3-TMK (1) 4-5-041:001 consists of approximately 95.629 acres, Parcel 4-TMK (1) 4-5-042:018 consisting of approximately 422.4 acres; and

WHEREAS, the Navy is a branch of the United States Department of Defense and under 10 U.S.C. § 2684a may enter into agreements with eligible entities to address the use or development of real property in the vicinity of, or ecologically related to, a military installation or military airspace for purposes of limiting any development or use of the property that would be incompatible with the mission of the installation; or preserving habitat on the property in a manner that is compatible with environmental requirements; and may eliminate or relieve current or anticipated environmental restrictions that would or might otherwise restrict, impede, or

otherwise interfere, whether directly or indirectly, with current or anticipated military training, testing, or operations on the installation; or maintains or improves military resilience; or protecting Clear Zone Areas from use or encroachment that is incompatible with the mission of the installation; and

WHEREAS, the United States Marine Corps operates out of Marine Corps Base Hawaii (“Installation”); and

WHEREAS, the **Grantee** has an interest in preventing incompatible development of adjacent lands by preserving natural resources and forested lands, supporting agricultural, recreational and other low intensity land uses and restricting and prohibiting other uses, including imposition of height limits, to protect operational capabilities in support of the mission of the Installation; and

WHEREAS, The Trust for Public Land has an interest in conserving lands and has the authority to grant restrictive and other easements; and

WHEREAS, in furtherance of their respective interests, **Grantor** and **Grantee** entered into that certain Multi-Year Encroachment Protection Agreement between the United States of America and The Trust for Public Land, Navy Contract No. N6278-14-RP-0012, dated September 29, 2014, as amended (the “MYEP Agreement”); and

WHEREAS, the **Grantor** and **Grantee** acknowledge that the **Grantor** intends to transfer fee title of the Property to the State of Hawai‘i Department of Land and Natural Resources after conveying the Easement to the **Grantee**; and

WHEREAS, the Conservation Values of the Property are consistent with the goals of the Forest Legacy Program and the establishment of this property, known as Kaneohe Pali, as a Forest Legacy project after transfer to the State, will provide public benefits by: preventing conversion of forest land and forest resources; protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and maintaining forest sustainability and the cultural and economic vitality of rural communities. After transfer to the State of Hawai‘i Department of Land and Natural Resources, this Property will hereby be managed in a manner consistent with the Forest Legacy Program to ensure permanent protection of these public benefits, as authorized by the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq.); and

WHEREAS, the **Grantor** and **Grantee** acknowledge that this Easement serves as cost-share to the United States Department of Agriculture (USDA) Forest Service Forest Legacy Program (FLP), pursuant to the grant agreement [Kaneohe Pali Project Grant Number 23-DG-11052021-244] awarded by the USDA Forest Service on [April 17, 2023] to the State of Hawai‘i Department of Land and Natural Resources, for the larger Kaneohe Pali project. The grant agreement is housed in the USDA Forest Service Pacific Southwest Region (5) Office at 1323 Club Drive, Vallejo, California 94592 or in an archival facility per Agency policy. The dollar value used as match is [\$X.XX]. If the **Grantor** or the **Grantee** is notified of a proposal to condemn all or any portion of the property subject to this Easement, the State of Hawai‘i

Department of Land and Natural Resources and the USDA Forest Service must immediately be notified; and

NOW, THEREFORE, in consideration of **XX Dollars and 0/100 Cents (\$X.XX)**, the facts stated in the above paragraph and the covenants, terms, conditions and restrictions (the “Terms”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, and in accordance with the terms of the MYEP Agreement, **Grantor** unconditionally and irrevocably grants and conveys unto the **Grantee**, its successors and assigns, forever and in perpetuity, a Restrictive Use Easement (the “Easement”), respectively, of the nature and character and to the extent hereinafter set forth, with respect to the portions of the Property described herein.

A. Purpose and Definitions.

1. **Purpose.** The **Grantor** hereby grants in favor of the **Grantee** a permanent easement described herein to restrict use and development of the Property as legally described and depicted in Exhibit A, attached hereto and made a part hereof, to ensure for the benefit of the **Navy**, as **Grantee**, compatibility with the military mission and operations of the Installation, while preserving the undeveloped, rural character and natural resources of the Property, supporting agricultural uses of the land, and preventing uses and development that may adversely impact military mission and operations at the Installation (together, the Easement’s “Purpose”). Use restrictions include imposition of a height limit on the Property designated herein.

2. **Definitions.** **Grantor** and **Grantee** agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

(A) **“Agricultural Production”** shall be defined as the production of food, forage, timber and forest products, fiber crops and horticultural plants, including crops for bioenergy and raising of animals. The term includes operations for the planting, raising, growing and harvesting of crops and animals. Commercial agricultural use shall be an authorized Agricultural Production Use and Activity on the Property.

(B) **“Accessory Agricultural Functions”** shall be defined as those functions incidental to Agricultural Production, being minimal agricultural products processing, centralized storage of agricultural products and supplies for Agricultural Production, related minor composting, incidental sales of products made from crops grown on the Property, transporting crops, seed, and feed.

(C) **“Dwelling Units”** shall be defined as one or more rooms in a building arranged for independent housekeeping purposes such as furnishing for eating, living, sleeping, cooking, sanitation, occupied as a shelter for persons, or personal property. “Employee Dwelling Units” shall be defined as Dwelling Units used by the **Grantor** or a third party to manage or provide security for the Property.

(D) **“Recreational Uses and Activities”** shall be defined as outdoor activities with a focus on the natural environment and compatible with conservation purposes, with minimal or low impact on the natural environment, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, mountain biking,

educational activities, and camping. Commercial recreational use of facilities and cabins shall be an authorized Recreational Use and Activity.

(E) **“Invasive Vegetation”** shall be defined as non-native plants that can aggressively move into a habitat and take over resources like water, light, nutrients, and space, which can harm other native species. Invasive vegetation causes or likely causes economic, environmental harm, or harm to human health.

(F) **“Grantor”** shall be defined as The Trust for Public Land, or upon assignment or other transfer of its interest in the Property, then subsequently as its successors, assigns, or transferees of the Property.

(G) **“Grantee”** shall be defined as The UNITED STATES OF AMERICA, acting by and through the Department of Navy (“Navy”), Naval Facilities Engineering Systems Command Hawaii (“NAVFACSYSCOM HI”), or upon assignment or other transfer of its interest described in this instrument, then subsequently as its successors or assigns.

B. Rights of the Grantor and the Grantee.

1. **Rights of the Grantee: Restricted Uses and Development Rights.** Land use shall be limited to conservation, forestry, agroforestry, agriculture, cultural practices, and public recreation. Any activity in or use of the Property inconsistent with the purpose of this Grant of Easement, as set forth in this Section A, is prohibited. Without limiting the generality of the foregoing, and except as specifically and expressly permitted by the **Grantee**, the following activities and uses are prohibited or restricted in the Property:

(A) **Activities.** Activities are limited to native reforestation, removing invasive vegetation, threatened and endangered species management, wildlife management, agroforestry, agricultural production, restoring cultural and historic sites, cultural practices, roadways, trails, and recreational uses and activities (i.e. hiking, camping and hunting). Agricultural Production and Accessory Agricultural Functions, as defined in Section A.2, are permitted unless the **Grantee** determines that such use encumbers, impedes, limits or is otherwise incompatible with military operations and the mission of the Installation; provided that should the military operations or military mission of the Installation materially change such that military operations or military mission would restrict or impede Agricultural Production or Accessory Agricultural Functions permitted as of the effective date of this Grant of Easement, subject to the availability of funds for this purpose as described in Section J herein, **Grantee** shall compensate **Grantor** or **Grantor’s** successor for any such loss of use. Vegetation introduced or planted by **Grantor**, may not be invasive vegetation. Green waste or operations may not promote invasive species. Domestic animals must be kept in fenced areas, except for hikers and hunters with dogs or equine riders.

(B) **Human Habitation.** Human habitation is limited to activities associated with Employee Dwelling Units and recreational accommodations as described below. Employee Dwelling Units in the areas depicted on Exhibit “B,” attached hereto and made a part hereof, and short-term camping or similar use, including habitation in temporary accommodations such as cabins provided by the **Grantor** and tents in areas designated by the **Grantor**, are permitted and the construction of which shall be subject to the

requirements of Section B.1. (C) and (D) below. Short-term camping or similar use is defined as no more than seven consecutive days. Employee Dwelling Units shall not be limited to any specific number of days. Facilities and structures in support of camping activities, including but not limited to composting toilet bathrooms, multipurpose buildings, cabins, designated tent camping areas are permitted. Recreational camping vehicles (RVs) are prohibited.

(C) Construction. The erection, construction, or installation, whether public or private, of any structure, building, antenna, tower, wire, or other man-made obstruction is prohibited, except to the extent that such improvement or alteration is reasonably necessary for the permitted use of the Property and expressly approved in advance and in writing by the **Grantee**. The **Grantor** shall provide the **Grantee** with written request for approval not less than sixty (60) days prior to the commencement of construction of any improvement or alteration, together with information regarding size (including but not limited to height), use, function, capacity and location. **Grantee** may not unreasonably withhold its approval. If **Grantee** fails to respond to **Grantor** in writing within such 60-day period, then such approval will be deemed granted so long as such improvement or alteration complies with the restrictions on such improvements or alteration set forth in this Grant of Easement.

(D) Height. Height of structures, including storage and pavilion structures for management, educational, cultural, recreational use is limited to fifteen (15) feet. This provision excludes all existing telephone poles, cell towers, and wells. The erection, construction, installation, maintenance, or alteration, whether public or private, of any structures, buildings, fencing, gates, or other structural improvements extending in height above ground of fifteen (15) feet is prohibited without the expressed written consent of the **Grantee**. Upon sixty (60) days' prior written notice to the **Grantor**, the **Grantee**, at the **Grantee's** cost and expense, and free from any consequential damages, may enter upon the Property to alter or remove all structures, buildings, or other structures that exceeds the height limits described herein, which was erected, constructed, installed, and/or maintained on the Property; provided that, in the event of emergency or urgent mission-essential requirements, **Grantee** may, without advance notice, enter upon the Property and remove structures which exceed said height limits. If prior notice cannot be given, then the **Grantee** shall notify the **Grantor** at the earliest opportunity following the emergency to explain the nature of the emergency and to identify with particularity what was altered or removed from the Property.

The **Grantor** and **Grantee** agree the liability, if any, of the **Grantee** shall be determined in accordance with the applicable law including the provisions Federal Tort Claims Act 28 U.S.C. § 2671 et seq. The **Grantee** agrees that it will perform all appropriate remediation to address any releases, including but not limited to any release of Hazardous Materials, caused by the **Grantee**, its agents or contractors, to the extent permitted by applicable law, including, but not limited to, the Federal Torts Claims Act and the Anti-Deficiency Act 31 U.S.C. § 1341 et seq. Notwithstanding the foregoing, nothing in Section B.1.(D) shall obligate the **Grantee** or its agents, contractors, servants, invitees or employees to expend funds not appropriated and specifically approved by the Government.

(E) Dumping, Stockpiling and Storage. Dumping, stockpiling, storage or other placement of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery,

hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by the **Grantor** or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for Agricultural Production or Related Agricultural Functions. The **Grantor** shall, at **Grantor's** expense, remove any such items or material placed on the Property. This Grant of Easement is not intended nor does it permit or require the **Grantee** to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

(F) Lighting. No direct or indirect lighting shall be emitted above the horizontal plane. All lighting equipment, to include floodlights and searchlights, and all protective lighting, shall have positive optical control to ensure this.

(G) Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited; provided, however that any division, subdivision or de facto subdivision of the Property that may be required for **Grantor** to enter into leases, licenses and permits, including, but not limited to, Agricultural Production leases, licenses, permits and all Accessory Agricultural Functions and improvements as permitted under this Grant of Easement, is expressly permitted.

(H) Mining. Surface mining, extraction, and recovery of any oil, gas, natural gas or minerals by **Grantor** are prohibited on the Property.

(I) Firearms. Firearms use is restricted, except for predator control, wildlife management, and hunting purposes as permitted by law.

(J) Natural Resource Management. The **Navy** may choose to provide financially for the management of natural resources on any real property interest acquired and for the payment by the **Navy** of all or a portion of the costs of such natural resource management if the **Navy** determines that there is a demonstrated need to preserve or restore habitat. Any such payment by the **Navy** may be paid in a lump sum and include an amount intended to cover the future costs of natural resource management as determined by an approved habitat management plan; and may be placed by the eligible entity in an interest-bearing account, and any interest earned on that account shall be applied for the same purposes as the principal.

2. **Rights of Grantor**. The following uses of the Property by the **Grantor** are allowable:

(A) Expressly Permitted Uses. Agricultural Production and Accessory Agricultural Functions, dwelling units and recreational uses and activities as defined in Section A.2., above.

(B) Fences, Signs, and Other Non-Structural Improvements and Alterations. Construction of fencing, signs and other improvements and alterations reasonably necessary for the permitted uses hereunder in accordance with the provisions of Section B.1.(C), above.

(C) Wildlife Management. Wildlife management, including enhancing habitat for native wildlife species and controlling predatory and problem invasive and/or feral animals on the Property, is permitted.

(D) Fires. The controlled burning of vegetation for agricultural purposes, habitat improvement, and mitigation of fire hazards (scheduled control burn) on the Property may be permitted, provided the **Grantor** provides **Grantee** with not less than seven (7) days prior written notice and receives **Grantee's** approval in writing.

(E) Surface Water Flows. The establishment of retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. **Grantor**, in consultation with and with prior approval of **Grantee**, which approval shall not be unreasonably withheld, will be permitted to create such storm water impoundments on the Property.

(F) Trails. Constructing, repairing, replacing, maintaining, and using new and existing trails or paths.

(G) Transfer of Interest in the Property. Selling, leasing, licensing and otherwise devising all or a portion of the Property to any agency, entity, or individual are subject to the restrictions of the Easement.

(H) Improvements. Constructing, repairing, and maintaining enclosed, temporary or permanent structures on the Property for Employee Dwelling Units or in support of Recreational Uses and Activities, Agricultural Production and Accessory Agricultural Functions.

(I) Infrastructure. Constructing, installing, repairing, maintaining and replacing roads, wires, lines, pipes, cables or other facilities providing or delivering electrical, gas, water, sewer, communications, lighting or other utility services to the improvements are subject to the restrictions of the Easement. Septic or other underground sanitary systems serving the improvements permitted by this Easement may be installed, maintained, repaired or improved.

(J) Vehicles and Equipment. The **Grantor**, its contractors, and invitees may use motorized vehicles and equipment anywhere on the Property. Motorized vehicles and equipment include, but are not limited to, tractors, mowers, ATV's, cars, trucks, helicopters, excavators, bulldozers, loaders, graders, harvesting equipment, chainsaws, chippers, "weed eaters", and cranes.

(K) Other Uses. Such other uses as may be approved and authorized in writing in advance by the **Grantee** provided such uses are not inconsistent with the purpose of this Grant of Easement.

(L) Emergency Action. Notwithstanding the general requirement to take no action that would be inconsistent with the Purpose of this Easement, the **Grantor** shall have the right to take any emergency action that the **Grantor** reasonably believes necessary to protect human, animal or plant life, or other important economic interests that the **Grantor**

reasonably believes are threatened on the Property or off the Property, but in danger from circumstances or events originating on or crossing over the Property, or to prevent damage to the Property, or any improvements permitted by this Easement on the Property. Nothing in this Section B.2.(L) shall be interpreted as creating an affirmative obligation of the **Grantor** to take any such protective action.

3. Enforcement by Grantee. Enforcement rights over the Property may be exercised by the **Grantee** to accomplish the purpose of this Grant of Easement, including but not limited to the following:

- (A) The right to require the termination and removal of any non-complying development or use of the Property.
- (B) The right to regulate or prohibit the release into the air of any substance which would impair the visibility or otherwise interfere with the operations, such as, but not limited to, steam, dust and smoke.
- (C) The right to regulate or prohibit light emissions, either direct or indirect (reflective), which might interfere with the mission or operation of the Installation.
- (D) The right to regulate or prohibit electromagnetic and radio frequency emissions.
- (E) The right to disapprove and/or prohibit any development or use of the Property which is not in accordance with the purpose of this Grant of Easement as set forth herein.
- (F) The right to enter upon and over the Property in a reasonable manner and at reasonable times in order to monitor the **Grantor's** compliance with the terms of this Easement granted under this Section B; provided that the **Grantee** provides at least three (3) days' written notice of such entry to the **Grantor**, except that the **Grantee** may enter upon and over the Area at any time when there is a threat of imminent harm to persons or property. The **Grantee** shall not unreasonably interfere with the **Grantor's** use and quiet enjoyment of the Property. The **Grantee** may enter upon and over the Property to enforce the terms of this Easement, as described in Section B.4. below.
- (G) The right to erect and maintain signs or other appropriate markers in prominent locations on the Property, visible from a public road, bearing information indicating the restricted uses of the Property.

4. Grantee's Remedies Upon Breach. In the event of breach by **Grantor** of any terms, conditions, or obligations created by this Grant of Easement with respect to the Property, the **Grantor** shall be afforded sixty (60) days from the receipt of **Grantee's** notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. An example of such irreparable harm resulting from a delay in curing is the presence of large groups of people on the Property due to the imminent danger of personal injury posed during Installation operations. In this case, the **Grantee** may immediately contact local law enforcement authorities without prior notification to **Grantor** and request such local authorities to remove those persons from the Property. The **Grantee** may grant a reasonable extension of time to complete the cure if it is determined by the **Grantee** to be necessary. In the

event that the non-compliance is not cured within the sixty (60) day time frame, or extension of time if granted by the **Grantee**, the **Grantee** may:

- (A) Without further notice, enter upon and over the Property to take necessary actions to correct the non-compliance; and/or
- (B) Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- (C) Institute legal action to cure any breach or enforce any term of this Grant of Easement to the extent permitted by law.

The **Grantee's** remedies shall be cumulative and shall be in addition to any other rights and remedies available to the **Grantee** at law or equity. Enforcement of the terms of this Easement granted under this Section B. shall be at the discretion of the **Grantee**. No failure on the part of the **Grantee** to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the **Grantee** to enforce the same in the event of a subsequent breach or default.

5. Enforcement Costs. Either party may institute legal action to recover reasonable costs incurred to enforce compliance with this agreement, including but not limited to reasonable attorney's fees, to the extent provided or permitted by law to correct non-compliance with this agreement and subject to appropriation pursuant to Section J.

C. **Baseline Documentation.** The parties acknowledge that Exhibit A reflects the legal description of the Property and locations. **Grantor** and **Grantee** jointly certify that the attached Baseline Documentation is sufficient to establish the condition of the Property at the time of the granting of the Easement. The following exhibits are hereby made a part of this Grant of Easement:

Exhibit A: The Boundary Description and Property Reference is attached hereto and made a part hereof, and consists of **X (X) pages**.

Exhibit B: The Employee Dwelling Unit area map is attached hereto and made a part hereof, and consists of one (1) page.

D. **Costs and Liabilities.** **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

E. **Transfer by Grantor.** **Grantor** shall state in any deed or other legal instrument by which **Grantor** divests itself of any interest in the Property that such grant or transfer of the Property is subject to the terms and conditions of this Grant of Easement. **Grantor** further agrees to give written notice to the **Grantee** of any assignment or other transfer at least 30 days prior to the date of transfer.

F. **Transfer by Grantee.** **Grantee** may transfer or assign this Easement to any federal agency or department of the United States of America for the purposes authorized in 10 U.S.C. section

2684a without prior written approval from the **Grantor**. No grant or assignment may enlarge the rights of the **Grantee** in the Property or impose any additional limitations on the **Grantor**.

G. **Notices.** Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To **Grantor**: Trust for Public Land
1164 Bishop Street, Suite 1512
Honolulu, HI 96813

Copy To: State of Hawaii
Department of Land and Natural Resources
Kalanimoku Building
1151 Punchbowl Street
Honolulu, HI 96813

To **Grantee**: Commanding Officer
Naval Facilities Engineering Systems Command Hawaii
ATTN: Director of Real Estate
400 Marshall Road, Building X-11
JBPHH, HI 96860-3139

or to such other address as either party may designate by written notice to the other.

H. **Grantee Acceptance.** TO HAVE AND TO HOLD unto **Grantee** forever. By execution of this Grant of Easement, the **Grantee** accepts this Grant of Easement and the rights and obligations recited herein.

I. **Grantor Warranty.** **Grantor** HEREBY WARRANTS and represents that the **Grantor** owns and holds fee to the Property and has good right and title to grant and convey this Easement; that the Property is free and clear of any and all encumbrances, except existing easements of record, prescriptive easements, if any, and other encumbrances of record; and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Grant of Easement.

J. **Availability of Funds.** All payments by the government of the United States of America, including but not limited to the Navy, or by **Grantor** or its assignee the State of Hawaii due under this instrument are contingent upon and may not exceed the amount of appropriations available at the time such payments are due hereunder. Additionally, nothing contained in this instrument shall be interpreted as implying that the Congress of the United States of America, will, at any later date, appropriate sufficient funds to meet any deficiencies hereunder. No legal liability on the part of the United States of America for any payment may arise under this instrument until funds are made available to the Real Estate Contracting Officer (RECO) for the United States of America.

K. **Binding Servitude.** The restrictions, reservations, and conditions set forth in this Grant of Easement, unless subsequently terminated, released or expressly limited or conditioned, constitute a binding servitude on the Property, shall inure to the benefit of and be binding upon

the **Grantor** and **Grantee**, their successors and assigns, and will be deemed to run with the Property in perpetuity.

L. Approval: Breach.

1. Approval by the Grantee. Whenever this Easement requires the Grantor to obtain Grantee's approval before taking an action, the Grantor shall follow the procedures set forth in the Section L.1.

(A) Approval Procedures. The **Grantor** shall request approval from the **Grantee** in writing. The request for approval shall describe the nature, scope, location, and any other material aspect of the proposed activity. Delivery of the request shall conform to the service methods set forth in Section G. The **Grantee** shall have sixty (60) days from receipt of the request in which to approve, disapprove, or approve subject to modification, the request. In the case of withholding of approval, the **Grantee** shall notify the **Grantor** in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. If the **Grantee** fails to post its response to **Grantor's** request within sixty (60) days of receipt of said request, the proposed enterprise, use or activity shall automatically be deemed approved.

(B) Standard for Approval. The **Grantee** shall not unreasonably withhold approval of a proposed use or activity requiring approval under this Easement where the proposed activity will not be inconsistent with the Purpose of this Easement.

2. Breach of Approval Provisions. If the **Grantor** undertakes any action for which the **Grantee's** Approval is required under this Easement, but without first obtaining such Approval, the **Grantor** shall be deemed to be in material breach of this Easement and the **Grantee** shall be entitled to such rights or remedies as may be available under Section B.3. and B.4.

Notwithstanding the foregoing, the **Grantee** may, at its sole option, which permission shall not be unreasonably withheld, permit the **Grantor** to cure the breach by submitting after-the-fact communications and documents showing the conformity of such activity with this Easement, or by showing, despite a lack of conformity with this Easement, that the action was justified because of an emergency.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, **Grantor** has caused this instrument to be effective the day and year first written above.

WITNESSES:

(Sign)

(Print Name)

(Sign)

(Print Name)

GRANTOR:

The Trust for Public Land

By: _____

Date: _____

[INSERT CALIFORNIA NOTARY PAGE FOR TPL]

GRANTEE:

THE UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY

By: _____
CHRISTINE A. HAYS
Real Estate Contracting Officer

[INSERT NOTARY PAGE FOR NAVY]

Exhibit “A”

Boundary Description and Property Reference

Exhibit “B”

Employee Dwelling Unit

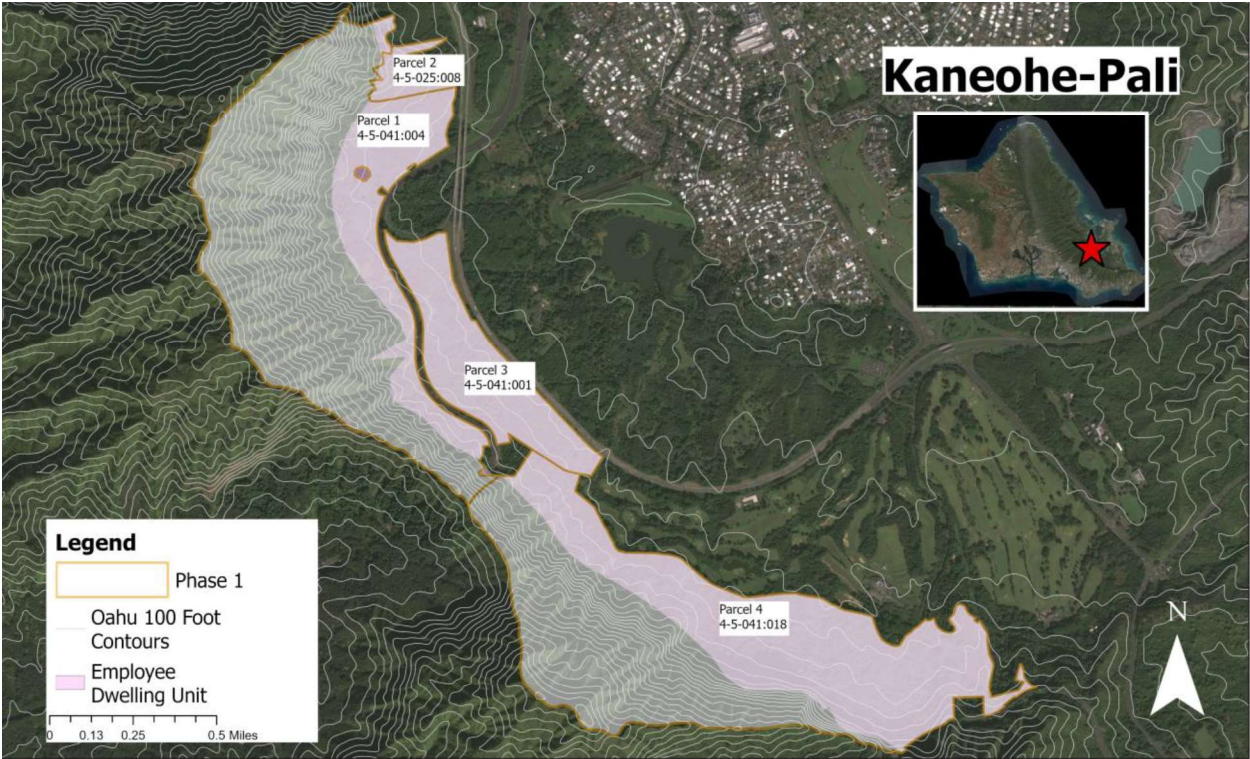


Exhibit F: Property Information

1. Tax Map Key Numbers

- (1) 4-5-025:008
- (1) 4-5-041:001
- (1) 4-5-041:004
- (1) 4-5-042:018

2. Preliminary Title Reports (Fidelity National Title & Escrow of Hawaii, Inc.)

- Preliminary Title Report dated June 6, 2025

3. Survey Maps for Warranty Deed (Prepared by Sam O. Hirota, Inc., Engineers & Surveyors)

- DOFAW PARCEL MAP 1 & 2 (1) 4-5-041:004 (October 2, 2024)
- DOFAW PARCEL MAP 3 (1) 4-5-041:001 (October 2, 2024)

4. Metes and Bounds Descriptions for Warranty Deed (Prepared by Sam O. Hirota, Inc., Engineers & Surveyors)

- LOT 1-B (1) 4-5-041:004 POR; (1) 4-5-025:008 POR (October 2, 2024)
- LOT 2-B (1) 4-5-041:004 POR (October 2, 2024)
- LOT 3-B (1) 4-5-041:004 POR (October 2, 2024)
- LOT 4-B (1) 4-5-041:004 POR; (1) 4-5-025:008 POR (October 2, 2024)
- PARCEL 3 (1) 4-5-041:001 (October 2, 2024)
- PARCEL 4 (1) 4-5-042:018 (October 2, 2024)

5. Survey Maps and Metes and Bounds Description for Quit Claim Deed (Prepared by State of Hawaii Department of Accounting & General Services, Land Survey Division)

- LOT 3 (1) 4-5-041:004 POR (December 13, 2024)

6. Phase I Environmental Site Assessment Report dated August 2025 (prepared by Ford & Associates, Inc.)

7. Project Area

Tax Map Key (TMK)		4-5-041:004, 4-5-025:008, 4-5-041:013, & 4-5-041:014				4-5-041:001	4-5-042:018	WARRANTY DEED ACREAGE
Composite Consolidation map (Approved May 4, 2012)		Lot 1	Lot 2	Excluded Lot 3	Lot 4			
Acres		399.397	21.318	3.484	20.087			
Excluded Kuleana Lots	RP2530/LCA 2574-2	0.237	-0.237					
	RP2530/LCA 2574-3	0.2	-0.103	-0.097				
	RP2038/LCA 4490	1.96	-0.05	-0.961	-0.816			
	RP2932/LCA 7619	0.549						
Excluded Undivided Co-Tenancy KLP, BWS	4-5-041:13	0.309		-0.309				
	4-5-041:14	0.868		-0.868				
Survey Acres		399.244	20.023	1.491	19.293	95.629	422.4	956.589

Also
Known
as Lot: 1-B 2-B 3-B 4-B

- 4-5-041:004, 4-5-025:008, 4-5-041:013, & 4-5-041:014 are included on DOFAW Acquisition Parcels 1 & 2 map (Approved May 4, 2012)
- 4-5-425:018 is identified as Parcel 2 on Consolidation & Resubdivision map (Approved November 9, 2007)
- 4-5-041:001 is identified as Parcel 3 on DOFAW Acquisition map (Dated October 2, 2024)