

# REPORT OF THE COMMITTEE ON BUDGET

## Voting Members:

Ann H. Kobayashi, Chair; Joey Manahan, Vice Chair;  
Carol Fukunaga, Trevor Ozawa, Kymberly Marcos Pine

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Committee Meeting Held  
October 19, 2016

Honorable Ernest Y. Martin  
Chair, City Council  
City and County of Honolulu

Mr. Chair:

Your Committee on Budget, which considered Resolution 16-272 entitled:

"RESOLUTION APPROVING THE REMOVAL OF RESTRICTIVE COVENANTS  
RELATING TO USE OF VARIOUS LANDS AT ALOHA STADIUM,"

transmitted by Communication MM-111, from the Office of the Mayor, dated  
October 10, 2016, reports as follows:

The purpose of the Resolution is to approve the removal of restrictive covenants  
relating to use of various lands at Aloha Stadium.

The Mayor's Chief of Staff testified in support of the Resolution noting that the  
administration met with the Stadium Authority on several occasions to come to an  
agreement.

Testimony was also received from the following institutions, organizations, and  
governmental agencies:

- Stadium Authority – Aloha Stadium (support)

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

ADOPTED ON

**NOV 0 2 2016**

COMMITTEE REPORT NO.

**333**

# REPORT OF THE COMMITTEE ON BUDGET

## Voting Members:

Ann H. Kobayashi, Chair; Joey Manahan, Vice Chair;  
Carol Fukunaga, Trevor Ozawa, Kymberly Marcos Pine

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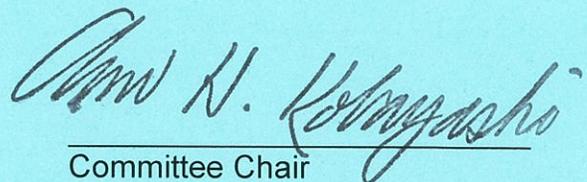
Committee Meeting Held  
October 19, 2016  
Page 2

After consideration and discussion, your Committee has approved a CD1 version of the Resolution that makes the following amendments:

- A. Amends the third WHEREAS clause to attach the October 27, 1970 Quitclaim Deed as Exhibit A; and
- B. Amends the tenth WHEREAS clause to attach the Release of Deed Restrictions agreement as Exhibit B; and
- C. Amends the BE IT FURTHER RESOLVED clause to attach the Deed of Release as Exhibit C; and
- D. Makes miscellaneous technical and non-substantive amendments.

Your Committee on Budget is in accord with the intent and purpose of Resolution 16-272, as amended herein, and recommends its adoption in the form hereto as Resolution 16-272, CD1. (Ayes: Kobayashi, Fukunaga, Manahan, Ozawa, Pine – 5; Noes: None.)

Respectfully submitted,

  
Committee Chair

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

ADOPTED ON NOV 02 2016

COMMITTEE REPORT NO. 333



## RESOLUTION

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APPROVING THE REMOVAL OF RESTRICTIVE COVENANTS RELATING TO USE OF VARIOUS LANDS AT ALOHA STADIUM.

WHEREAS, the City and County of Honolulu (hereinafter "City") purchased approximately 56 acres of land at what is now the site of the Aloha Stadium (hereinafter "Aloha Stadium lands") from the Federal Government in 1967 for \$1,524,250; and

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

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

WHEREAS, a rail transit station is planned at the Aloha Stadium lands as part of the City's rail transit project, and the Department of Planning and Permitting (hereinafter "DPP") has been working with the Stadium Authority and the community and identified the area as having potential for new land uses and community amenities; and

WHEREAS, DPP is presently working with the Stadium Authority to prepare a Neighborhood Transit-Oriented Development Plan to facilitate redevelopment of lands in the vicinity of Aloha Stadium to create a more dynamic experience for residents, visitors, and area employees, to include a dense mix of uses that support the community; and

WHEREAS, redevelopment of the area could require using lands at Aloha Stadium for uses such as residential and commercial uses to maximize the benefits of transit-oriented development for the people; and

WHEREAS, in 1992, Congress passed Section 321 of Public Law No. 102-381 (1992) which provided for the release of the deed restriction contained in the 1967 deed if and when the City identified an equal amount of additional land which is dedicated in perpetuity for public park and recreation use; and



## RESOLUTION

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WHEREAS, the State of Hawaii desires to have the restrictive covenants on the Aloha Stadium lands removed, and has assumed the obligation of identifying and dedicating the lands required to fulfill the condition imposed by Public Law No. 102-381, Section 321 (1992); and

WHEREAS, by Resolution No. 16-69, CD1, dated April 20, 2016, the Council of the City and County of Honolulu support the removal of the restrictive covenants limiting the use of the Aloha Stadium lands, as set forth in said quitclaim deed dated October 27, 1970; and

WHEREAS, the Mayor, with concurrence of the Corporation Counsel, has recommended to the Council to remove the restrictive covenants as set forth in the quitclaim deed dated October 27, 1970 attached hereto as Exhibit B; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it hereby acknowledges and approves the removal of the restrictive covenants limiting the use of said real property at Aloha Stadium, as set forth in the quitclaim deed dated October 27, 1970; and

BE IT FURTHER RESOLVED that the Mayor, or the Mayor's designee, is hereby authorized to sign the Release of Deed Restrictions and other necessary documents, upon the filing of the Federal Government's Deed of Release, attached hereto as Exhibit C, with the Bureau of Conveyances and fulfillment of the condition of Public Law No. 102-381, Section 321 (1992); and



RESOLUTION

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

INTRODUCED BY:

Ernest Martin (br)

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DATE OF INTRODUCTION:

October 11, 2016  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

REGORDATION REQUESTED BY:

Office of the  
CORPORATION COUNSEL  
Honolulu, Hawaii 96813

AFTER RECORDATION, RETURN TO:

Office of the  
CORPORATION COUNSEL  
Honolulu, Hawaii 96813

RETURN BY: MAIL ( ) PICKUP (X)

71- 6538

FILED  
BUREAU OF RECORDS  
REC. DIV.  
1087 7397 PAGE 424  
1971 FEB -9 PM 2:24

*[Signature]*  
INDEXED BY REGISTRAR

QUITCLAIM DEED

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

W I T N E S S E T H:

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

**EXHIBIT "A"**

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*  
Deputy Corporation Counsel

CITY AND COUNTY OF HONOLULU

*[Signature]*  
FRANK F. FASI, Mayor

GRANTOR

APPROVED AS TO FORM:

*[Signature]*  
Deputy Attorney General

Acceptance for and on behalf of the STATE OF HAWAII

*[Signature]*  
JOHN A. BURNS, Governor

GRANTEE

Approved for and on behalf of the Secretary of the Interior

*[Signature]*  
Regional Director  
Bureau of Outdoor Recreation  
Pacific Southwest Region

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

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

*[Signature]*  
Notary Public

PROPOSED MUNICIPAL STADIUM SITE

PARCEL 2

OFFER 7397 PLAN 430

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

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

1. 5° 03' 30" 129.64 feet along Lot 2 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896)
2. 23° 31' 174.60 feet along same;
3. 38° 35' 77.50 feet along same;
4. 94° 12' 283.30 feet along Lots 11 thru 15 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
5. 55° 19' 161.90 feet along Lots 15 thru 17 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
6. 45° 00' 167.10 feet along Lots 18 thru 21 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
7. 19° 47' 122.55 feet along Lots 22 and 23 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
8. 3° 16' 30" 54.35 feet along Lot 22 of the Halawa Valley Estates Subdivision Unit 1-A (File Plan 896);
9. 119° 07' 30" 493.14 feet along remainder of R. P. 6717, L. C. Aws. 7712 and 8516-B to M. Kekuanoa and Kamikui;
10. 29° 07' 30" 1027.83 feet along same;
11. 30' 95.77 feet along same;
12. 147° 33' 30" 125.00 feet along same;
13. thence along the Southeast side of Kanehameha Highway (Project DA-ER 13), on a curve to the right with a radius of 3,399.70 feet, the chord azimuth and distance being 207°

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

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

EASEMENT FOR WATER PIPELINE

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

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

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

EASEMENT FOR SANITARY SEWER

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

Beginning at the Northeast end of this easement, the true azimuth and distance from the initial point of the above described Parcel 2 being 150° 27' 65.68 feet, thence running by azimuths measured clockwise from true South:

1.	47° 42' 52"	234.16 feet;
2.	4° 29' 14"	38.68 feet;
3.	2° 11' 59"	169.15 feet;
4.	20° 09' 59"	198.28 feet;
5.	72° 45' 01"	348.79 feet to the Southwest end of this easement and containing an area of 9,891 square feet.

EASEMENT FOR WATER PIPELINE

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

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

1.	352° 49' 30"	121.39 feet;
2.	353° 34'	105.96 feet;
3.	352° 49' 30"	175.91 feet;
4.	355° 59'	36.43 feet;
5.	14° 00'	21.54 feet to the South end of this easement and containing an area of 4,612 square feet.

EASEMENT FOR U.S. SIGNAL CORPS CABLE LINE

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

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

1.	281° 16'	30.32 feet;
2.	291° 21'	99.37 feet;

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

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

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

EASEMENT FOR SANITARY SEWER

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

Beginning at the Northeast end of this easement, the true azimuth and distance from the end of course 6 of the above-described Parcel 3-A being 80° 45' 20" 20.12 2

PROPOSED MUNICIPAL STADIUM SITE

LIBER 7397 PAGE 433

PARCEL 3-A

Being a portion of R. P. 6717, L. C. Aws. 7712 and 2516-B to M. Kekuanaoa and Kamaikui. Being also a portion of Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in the Conveyances Division in Liber 5886, Pages 38-50. Situate at Halawa, Ewa, Oahu, Hawaii.

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

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

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

CGP:jf  
9-4-70

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

PARCEL 4

Being a portion of R. P. 6717, L. C. Aw. 7712 and S516-B to M. Kekuanaoa and Kamaikui. Being also a portion of Quitclaim Deed: United States of America to the City and County of Honolulu dated June 30, 1967 and recorded in the Conveyances Division in Liber 5886, Pages 38-50. Situate at Halawa, Ewa, Oahu, Hawaii.

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

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

3. 296° 02'  
4. 301° 27'  
5. 306° 27'  
6. 313° 34'

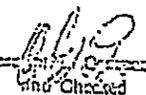
247.82 feet;

154.82 feet;

133.90 feet;

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

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~~Done, Signed~~  
and Checked  
Division of Land Survey  
and Acquisition

CGP:ju  
9/4/70

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

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

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

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

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

EASEMENT FOR SANITARY SEWER

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

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

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

EASEMENT FOR SANITARY SEWER

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

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

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

EASEMENT FOR WATER PIPELINE

UNDER 7397 PAGE 440

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

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

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

EASEMENT FOR U. S. SIGNAL CORPS CABLE LINE

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

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

1. 82° 50' 36.41 feet;
2. 74° 44' 115.67 feet;
3. 70° 51' 77.55 feet;
4. 157° 23' 126.71 feet;
5. 158° 32' 182.96 feet;
6. 159° 42' 73.07 feet to the Westerly end of this easement and containing an area of 6,124 square feet.

EASEMENT FOR FUEL PIPELINE

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

Beginning at the Southeast end of this easement, the true azimuth and distance from the end of Course 8 of the

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

EASEMENT FOR ELECTRICAL TRANSMISSION LINE

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

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

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

CGP:kk  
9/4/70

*[Signature]*  
 Division of Land Survey  
 and Acquisition

Recording requested by:

When recorded mail to:

DRAFT 8/19/2016  
DOI SOL comments incorporated

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

DEED OF RELEASE

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

Recitals:

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

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

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

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

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

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

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

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

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





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

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

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 3152 to Henry Cornwell and Royal Patent Grant 3343 to Claus Sprackels) situate, lying and being at Waikapu and Waikapu Commons, Waikapu, Island and County of Maui, State of Hawaii, being LOT 12-A-3, same being a portion of Lot 12-A of Maul Lani Subdivision, as shown on Subdivision Map File No. 3.2228, approved by County of Maui, on October 24, 2013 and thus bounded and described as per survey dated January 7, 2013:

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

1. 284° 48' 20" 308.74 feet along Lots 155, 62, 51, 58 and 57 of Maul Lani Phase 7, Increment 4 Subdivision (F.P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maul Lani Phase 7, Increment 4 Subdivision (F.P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maul Lani Phase 7, Increment 3 Subdivision (F.P. 2442) and Lots 87 to 48, inclusive of the Maul Lani Phase 7, Increment 2 Subdivision (F.P. 2433) and Lot 11-C-2 of the Maul Lani Development Subdivision;  
  
Thence along the northwesterly side of Kulhelani Highway (F.A.S.P. No. S-0380(4)) (being along Road widening Lot 12-A-5 of the Maul Lani Subdivision) on a curve to the left with a radius of 11,812.16 feet, the chord azimuth and distance being:
3. 34° 00' 53.15" 527.70 feet;
4. 122° 42' 46" 12.00 feet along same;  
  
Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
5. 31° 38' 26" 428.28 feet;  
  
Thence along the remainder of Lot 12-A of the Maul Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
6. 121° 38' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along the remainder of Lot 12-A of the Maul Lani Subdivision;  
  
Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
8. 116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maul Lani Subdivision;  
  
Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
10. 150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12-A of the Maul Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 198° 55' 490.95 feet along same to the point of beginning and containing an area of 65.378 acres, more or less.

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

1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in Liber 885 Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in Liber 23008 at Page 583.

**SURVEYOR'S CERTIFICATION**

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

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 8, 11(a) and 13 of Table A thereof. The field work was completed on January 13, 2014 and updated on June 18, 2014.

Justin H. Lapp

By:   
Registered Land Surveyor No. 12364  
Date of Survey: June 18, 2014



**Exhibit 2**

**Form of the Declaration of Restrictions**

**DECLARATION OF RESTRICTIONS**

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

**Recitals:**

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

**Agreement:**

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

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

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

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

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

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

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

*Remainder of page intentionally left blank*

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

*Grantor:*

State of Hawaii

By \_\_\_\_\_

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

ACKNOWLEDGEMENT

State of Hawaii            )  
  ) ss.  
County of Honolulu        )

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

WITNESS, my hand and official seal.

(Seal)

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

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

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



**Exhibit 1  
Replacement Property**

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

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

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

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473);
2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F.P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F.P. 2442) and Lots 57 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F.P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;  
  
Thence along the northwesterly side of Kulhelani Highway (F.A.S.P. No. S-0380(4)) (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
3. 34° 00' 53.15" 527.70 feet;
4. 122° 42' 46" 12.00 feet along same;  
  
Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
5. 31° 39' 26" 428.28 feet;  
  
Thence along the remainder of Lot 12-A of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
6. 121° 39' 45" 1.64 feet;
7. 122° 36' 1,055.80 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
8. 116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;  
  
Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
10. 150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along the remainder of Lot 12-A of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 196° 55' 480.95 feet along same to the point of beginning and containing an area of 65.378 acres, more or less.

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

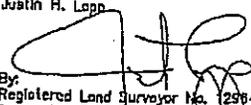
1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a California corporation, dated December 31, 1926, recorded in Liber 865 Page 8; and
2. By DEED of ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated March 30, 1989, recorded in Liber 23006 of Page 583.

**SURVEYOR'S CERTIFICATION**

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

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

Justin H. Lapp

By:   
Registered Land Surveyor No. 2964  
Date of Survey: June 19, 2014







IN WITNESS WHEREOF, the CITY, herein, has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 2016, and the STATE, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 2016, both effective as of the day, month, and year first above written.

CITY AND COUNTY OF HONOLULU,  
a municipal corporation

APPROVED AS TO FORM  
AND LEGALITY:

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

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

CITY

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

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

STATE OF HAWAII

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

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

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

STATE

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

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

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

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

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